# AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, JUNE 07, 2023
6:30 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 Thursday preceding a regularly scheduled City Council meeting. All communications received by the City regarding an agenda item have been included in the agenda materials. Supplemental documents relating to specific agenda items, including communications received after agenda delivery, are presented at the dais and in the Public Copy agenda binder at the time of the meeting. Supplemental documents are also available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

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

| | | |
|---|---|---|
| DAVID A. DOYLE | SCOTT C. SMITH | MITZI ORTIZ |
| CITY MANAGER | CITY ATTORNEY | CITY CLERK |

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

**CALL TO ORDER: CONVENE SPECIAL MEETING**

**PUBLIC COMMENTS:**

**CLOSED SESSION:**

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

**CALL TO ORDER: CONVENE REGULAR MEETING**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE:**

**REPORT FROM CLOSED SESSION:**

**1. SPECIAL PRESENTATIONS:**

1.1. STATE OF THE CITY VIDEO

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

**3. COMMUNITY INPUT:**

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

**4. CONSENT CALENDAR:**

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2. APPROVAL OF MINUTES

**Recommended Action:** Approve the Minutes as submitted for the May 17, 2023 Regular Meeting.

Draft Minutes - May 17, 2023 Regular Meeting

4.3. SECOND READING AND ADOPTION OF AN ORDINANCE ESTABLISHING BY-DISTRICT ELECTIONS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS

**Recommended Action:** Conduct second reading and adopt Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTION 1.12.020 TO CHAPTER 1 OF TITLE 1 OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING BY-DISTRICT ELECTIONS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS.

Staff Report

Attachment 1 - Ordinance

4.4. ACCOUNTS PAYABLE

**Recommended Action:** Ratify accounts payable checks and electronic funds transfers issued between April 28 and May 25, 2023, in the amount of $1,677,390.96.

Staff Report

Attachment 1 - Accounts Payable Report

4.5. TREASURER'S STATEMENT – APRIL 2023

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

Staff Report

Attachment 1 - April 2023 Treasurer's Statement

4.6. APPROPRIATIONS LIMIT - FISCAL YEAR 2023-24

**Recommended Action:** Adopt a Resolution establishing the appropriations limit for Fiscal Year (FY) 2023-24 at $56,164,572.

Staff Report

Attachment 1 - Resolution

Attachment 2 - GANN Limit Calculation

4.7. AGREEMENTS FOR FY 2023-24 LAW ENFORCEMENT SERVICES AND CROSSING GUARD SERVICES

**Recommended Action:**

1. Authorize the City Manager to execute the agreement with the County of Orange for FY 2023-24 law enforcement services; and
2. Authorize the City Manager to execute the agreement with All City Management Services, Inc. for school crossing guard services.

Staff Report
Attachment 1 - Law Enforcement Services Agreement
Attachment 2 - Cost Spreadsheet
Attachment 3 - Crossing Guard Services Agreement

4.8. AGREEMENT WITH THE CITY OF MISSION VIEJO FOR ANIMAL CONTROL AND SHELTER SERVICES

**Recommended Action:**

1. Approve a seven-year agreement with the City of Mission Viejo for animal control and shelter services; and
2. Authorize the City Manager to execute a seven-year agreement with the City of Mission Viejo, in the amount of $474,487 for fiscal year 2023-24 and in an amount to be determined annually thereafter.

Staff Report
Attachment 1 - Agreement

4.9. AGREEMENT WITH WINTER VISUALS

**Recommended Action:** Approve and authorize the City Manager to execute a 3-year professional services agreement with Winter Visuals to perform video production services.

Staff Report
Attachment 1 - Agreement

4.10. FIFTH 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 Fifth 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 $68,000.

Staff Report
Attachment 1 - Original Agreement
Attachment 2 - Agreement Amendment

4.11. PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES TO PROVIDE BUILDING & SAFETY AND CODE ENFORCEMENT SERVICES

**Recommended Action:** Approve and authorize the City Manager to execute a Professional Services Agreement with Charles Abbott Associates for building & safety and code enforcement consulting services for a five-year period, with a total compensation amount not to exceed $600,000, annually ($3,000,000 total).

Staff Report
Attachment 1 - Agreement

4.12. AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTING SERVICES

**Recommended Action:**

1. Approve a 3-year agreement with Charles Abbott Associates, Inc. to perform environmental consulting services; and

2. Authorize the City Manager to execute a professional services agreement with Charles Abbott Associates, Inc. for an amount of $900,000.

Staff Report
Attachment 1 - Agreement

4.13. AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR PUBLIC WORKS CONSULTING SERVICES

**Recommended Action:**

1. Approve a 5-year agreement with Charles Abbott Associates, Inc. to perform public works consulting services; and
2. Authorize the City Manager to execute a professional services agreement with Charles Abbott Associates, Inc. with a compensation amount of $140,000 annually, and total compensation not to exceed $700,000 over the 5-year term.

Staff Report
Attachment 1 - Agreement

4.14. AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC. FOR ON-CALL CIVIL ENGINEERING SERVICES

**Recommended Action:**

1. Approve a 3-year agreement with Engineering Resources of Southern California, Inc. to perform on-call civil engineering services; and
2. Authorize the City Manager to execute a professional services agreement with Engineering Resources of Southern California, Inc. for an amount of $400,000.

Staff Report
Attachment 1 - Agreement

4.15. FIRST AMENDMENT WITH NICHOLS CONSULTING ENGINEERS, CHTD FOR PAVEMENT MANAGEMENT PROGRAM SERVICES

**Recommended Action:**

1. Approve a first amendment to the agreement with Nichols Consulting Engineers, CHTD (NCE) to perform pavement management program services to renew the agreement through June 30, 2024, and increase the total compensation under the agreement by $40,000; and
2. Authorize the City Manager to execute the first amendment to the agreement.

Staff Report
Attachment 1 - Agreement Amendment

4.16. AQUATIC CENTER EQUPMENT MAINTENANCE

**Recommended Action:**

1. Approve a Second Amendment to the Agreement with Knorr Systems, Inc. to perform Equipment Maintenance Services at Aquatic Center that extends the term one year and increases the compensation amount by $50,000 for a total authorization of $220,000 since 2020; and
2. Authorize the City Manager to execute the Second Amendment to the Agreement.

Staff Report
Attachment 1 - Agreement Amendment

4.17. SECOND AMENDMENT TO THE AGREEMENT WITH RK ENGINEERING GROUP INC. FOR ON-CALL PARKING AND TRAFFIC ANALYSIS

**Recommended Action:**

1. Approve a second amendment to the agreement with RK Engineering Group, Inc. to perform on-call parking and traffic analysis that renews the agreement for an additional one-year term and increases the total compensation under the agreement by $50,000 for a total amount of $100,000; and
2. Authorize the City Manager to execute the second amendment to the agreement.

Staff Report
Attachment 1 - Agreement Amendment

4.18. RENEWED MEASURE M ELIGIBILTY

**Recommended Action:**

1. Adopt a 7-year Capital Improvements Program (CIP) for Street Projects;
2. Adopt a Resolution concerning the status of the Circulation Element and Mitigation Fee Program; and
3. Adopt a Resolution concerning the status of the Local Signal Synchronization Plan.

Staff Report
Attachment 1 - 7-Year CIP for Street Projects
Attachment 2 - Resolution for Circulation Element and Mitigation Fee Program
Attachment 3 - Resolution for Local Signal Synchronization Plan
Attachment 4 - Local Signal Synchronization Plan

4.19. FISCAL YEAR 2023-24 PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING (SB 1)

**Recommended Action:** Adopt a Resolution adopting a list of projects for fiscal year 2023-24 funded by SB 1: The Road Repair and Accountability Act of 2017.

Staff Report
Attachment 1 - Resolution

4.20. DIRECT CITY COUNCIL HEALTH BENEFIT ALLOWANCE TO DEFERRED COMPENSATION ACCOUNT

**Recommended Action:** Adopt a Resolution directing current and future monthly health benefit allowances for Council Members to deferred compensation accounts rather than making the allowance available for the purchase of health, dental, and vision insurance, as well as retirement survivors' benefit, as applicable.

Staff Report
Attachment 1 - Resolution

## 5. PUBLIC HEARINGS:

5.1. CONDITIONAL USE PERMIT TO OPERATE A CHURCH AT 115 COLUMBIA

**Recommended Action:**

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
2. Adopt a Resolution (Attachment 1), approving the Conditional Use Permit (USE-2023-00013) to operate a church (International Grace Ministry) at 115 Columbia.

Staff Report
Attachment 1 - Resolution
Attachment 2 - Proposed Plans
Attachment 3 - Presentation

5.2. CONDITIONAL USE PERMIT TO OPERATE A MASSAGE THERAPY AND SKINCARE TREATMENT ESTABLISHMENT AT 19 VANTIS (USE-2023-00009)

**Recommended Action:**

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
2. Adopt a Resolution approving the Conditional Use Permit to operate a skincare and massage therapy establishment at 19 Vantis (USE-2023-00009).

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

5.3. RE-ADOPTION OF GENERAL PLAN AMENDMENT PA21-019 FOR THE 6TH CYCLE HOUSING ELEMENT UPDATE

**Recommended Action:**

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption);
2. Adopt a Resolution adopting a General Plan Amendment for the 6th Cycle Housing Element (PA21-019); and
3. Authorize the Community Development Director to make minor modifications to the 6th Cycle Housing Element to the extent that such modifications are necessary to address further HCD comments and receive certification.

Staff Report
Attachment 1 - Resolution
Attachment 1, Exhibit A - 6th Cycle Housing Element
Attachment 2 - Public Comments
Attachment 3 - Letter from HCD dated April 1, 2022
Attachment 4 - Presentation

## 6. DISCUSSION:

6.1. PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2023-24

**Recommended Action:**

1. Adopt a Resolution adopting the Annual Budget for Fiscal Year 2023-24; and
2. Adopt a Resolution approving City Salary Schedules.

Staff Report
Attachment 1 - Budget Resolution
Attachment 2 - Proposed Annual Budget
Attachment 3 - Salary Schedule Resolution

Attachment 4 - Salary Schedule
Attachment 5 - Proposed Budget Presentation

## 7. CITY MANAGER' S REPORT:

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

## 9. ADJOURNMENT:

Adjourn to July 19, 2023. The regularly scheduled City Council meetings of June 21 and July 5, 2023 have been cancelled.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
MAY 17, 2023, 7:00 P.M.
7:00 PM REGULAR MEETING
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 7:01 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
CHARLENE CHENG, DEPUTY CITY CLERK / MANAGEMENT ANALYST
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. ALAN VILLANUEVA, CHIEF OF POLICE SERVICES

**PLEDGE OF ALLEGIANCE:** Lizzy Mendoza led the pledge of allegiance.

## 1. SPECIAL PRESENTATIONS:

### 1.1. BUSINESS OF THE MONTH - 30 MINUTE HIT

Mayor Hurt introduced the video and presented the certificate of recognition to Owner Laura Scanlon. Laura expressed her appreciation.

### 1.2. PROCLAMATION - ASIAN AMERICAN PACIFIC ISLANDER HERITAGE MONTH

Mayor Hurt presented the proclamation to Professor Judy Wu. Professor Wu expressed her appreciation and commented on the importance of the designation.

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

None.

## 3. COMMUNITY INPUT:

None.

## 4. CONSENT CALENDAR:

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

**Motion:** Mayor Pro Tem Munzing moved and Councilmember Duncan 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 May 3, 2023 Special Meeting and the May 3, 2023 Regular Meeting.

## 5. PUBLIC HEARINGS:

### 5.1. FOURTH PUBLIC HEARING TO CONSIDER COMPOSITION OF DISTRICTS FOR BY-DISTRICT ELECTIONS

City Manager David Doyle introduced City Attorney Scott Smith, who provided an overview. Staff responded to questions regarding the proposed maps, district numbering, proposed boundaries, and population spread. Mayor Hurt opened the public hearing. There were no comments. Mayor Hurt closed the public hearing. Councilmembers commented on the matter.

**Recommended Action:**

1. Conduct fourth public hearing, receive and consider input from the public, provide further direction to staff; and
2. Introduce an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTION 1.12.020 TO CHAPTER 1 OF TITLE 1 OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING BY-

DISTRICT ELECTIONS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS.

**Motion:** Mayor Pro Tem Munzing moved and Mayor Hurt seconded to approve the recommended actions, selecting Plan 5A, and scheduling Districts 1, 3, and 5 for election in 2024 and Districts 2 and 4 for election in 2026. Motion carried 5-0.

## 6. DISCUSSION:

### 6.1. LOCAL HAZARD MITIGATION PLAN PRESENTATION

City Manager David Doyle introduced Aaron Pfannenstiel from Atlas Planning Solutions, who provided an overview. Staff responded to questions regarding public participation and outreach methods.

**Recommended Action:** Receive and file.

No further action was taken.

### 6.2. DRAFT ANNUAL BUDGET FOR FISCAL YEAR 2023-24

City Manager David Doyle introduced Financial Services Director Ann Eifert, who provided an overview. Staff responded to questions regarding repayment of bond debts, revenue projections from anticipated developments, public safety labor negotiations, Aquatic Center improvements, anticipated grant funding for improvements, fee schedules, and Aliso Viejo Ranch revenues. Councilmembers commented on the matter.

**Recommended Action:**
1. Review the draft FY 2023-24 Annual Budget; and
2. Provide any additional direction to staff regarding the draft FY 2023-24 Budget.

No further action was taken.

## 7. CITY MANAGER' S REPORT:

City Manager David Doyle announced registration for Summer Camp programs; and commented on Aliso Viejo Town Center revitalization efforts.

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

Councilmember Ackley:
- Obtained consensus to direct staff to update Aliso Viejo Town Center web page
- Attended Soka University Arts, Music & Food Festival

Councilmember Chun:

- Attended Soka University Arts, Music & Food Festival
- Attended Medal of Valor Luncheon
- Attended SCAG Regional Conference & General Assembly
- Attended Don Avila Middle School AAPI Assembly
- Commented on upcoming Jewish American Heritage Month event
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Met with Aliso Viejo Chamber of Commerce President
- Attended Boys & Girls Clubs of Capistrano Valley Prom at the Waldorf
- Attended Aliso Niguel High School PTSA meeting
- Commented on upcoming Aliso Niguel High School Senior Awards Night
- Congratulated Mayor Hurt on Aliso Niguel High School PTSA Honorary Service Award

Councilmember Duncan:

- Attended Soka University Arts, Music & Food Festival
- Attended Canyon Vista Elementary School Carnival
- Encouraged residents to attend Aliso Viejo Little League championship games

Mayor Pro Tem Munzing:

- Attended Medal of Valor Luncheon
- Attended Soka University Arts, Music & Food Festival
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Attended Boys & Girls Clubs of Capistrano Valley Prom at the Waldorf
- Congratulated Aliso Niguel High School baseball teams on successful season

Mayor Hurt:

- Expressed appreciation to Aliso Niguel High School PTSA for Honorary Service Award
- Announced Transportation Corridor Agencies bond repayment plan and CEO recruitment

**9.** **ADJOURNMENT:** Mayor Hurt adjourned the meeting at 8:35 p.m. to the next regularly scheduled City Council meeting of June 7, 2023.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
RICHARD HURT
MAYOR

DRAFT

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE ESTABLISHING BY-DISTRICT ELECTIONS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS

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**Recommended Action:**

Conduct second reading and adopt Ordinance entitled:

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTION 1.12.020 TO CHAPTER 1 OF TITLE 1 OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING BY-DISTRICT ELECTIONS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS.

**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 must be sent as a prerequisite to any lawsuit claiming CVRA violations.

In response to Mr. Shenkman’s claim, the City Council adopted a Resolution of Intention to transition to by-district elections at its meeting of March 15, 2023.

**Discussion:**

To complete the transition to by-district elections, State law requires the City Council to hold a total of four public hearings, with two held before the drawing of district maps and two held following the drawing of district maps. The City Council held the first of four required public hearings on April 5, 2023, the second on April 19, 2023, the third on May 3, 2023, and the fourth on May 17, 2023.

On May 17, 2023, following the public hearing, the City Council approved the introduction and first reading of the subject Ordinance by a 5-0 vote. If adopted, the Ordinance will take effect 30 days after adoption.

**Attachment:**

1. Ordinance

**ORDINANCE NO. 2023-___**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTION 1.12.020 TO CHAPTER 1 OF TITLE 1 OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING BY-DISTRICT ELECTIONS, DEFINING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS**

**THE CITY COUNCIL OF THE CITY OF ALISO VIEJO DOES ORDAIN AS FOLLOWS:**

**Section 1. Recitals**

A. The City of Aliso Viejo currently elects five Councilmembers using an at-large election system.

B. The City Council has determined that it is in the best interest of the City to shift from its current at large election system to a by-district election system.

C. On January 31, 2023, the City received a letter challenging the City's current election system and asserting that the City's at-large election system violates the California Voting Rights Act (CVRA).

D. On March 15, 2023, the City Council adopted Resolution No. 2023-09, a resolution declaring the City's intention to transition from at-large to district-based elections pursuant to Elections Code Section 10010.

E. California Government Code section 34886 permits the City Council to change the City's method of election by ordinance, with certain formalities, to a "by-district" system in which each Councilmember is elected only by the voters in the district in which the candidate resides.

F. Pursuant to California Government Code section 34886, it is declared that the purpose of the change in the method of electing members of the City Council of the City of Aliso Viejo made by this Ordinance is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Sections 14025 through 14032 of the California Elections Code.

G. The City engaged an expert demographic firm to assist the City with the process of analyzing the City's population, developing draft maps, and gathering input from residents on the possible maps.

H. In accordance with Elections Code section 10010, the City Council held two public hearings to obtain input on any proposed district boundaries on April 5, 2023, and April 19, 2023.

I. On May 3, 2023, the City Council held a third public hearing to begin reviewing the proposed maps.

J. On May 17, 2023, the City Council held a fourth public hearing to select a map for adoption and introduced, read by title, and waived further reading of this Ordinance.

K. The purpose of this Ordinance is to enact, pursuant to California Government Code section 34886, an ordinance providing for the election of the Members of the City Council of the City of Aliso Viejo by-district in five single-member districts as reflected in Exhibit A to this Ordinance.

**Section 2. Amendment** Section 1.12.020 is hereby added to Chapter 1 of Title I of the Aliso Viejo Municipal Code to read as follows:

"**1.12.020. – BY-DISTRICT ELECTIONS.**

(A) By-District Elections. Pursuant to California Government Code section 34886, Members of the City Council of the City of Aliso Viejo shall be elected by-district in five (5) single-member districts.

1. Members of the City Council shall be elected in the electoral districts established by subdivision (B) of this Section and subsequently reapportioned as provided by State law. Elections shall take place "by-district" as that term is defined in California Government Code section 34871, meaning one Councilmember shall be elected from each district, by the voters of that district alone.

2. A Councilmember elected or appointed to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued.

3. Termination of residency in a district by a Councilmember shall create a vacancy for that City Council district unless a substitute residence within the district is immediately declared and established within thirty (30) days after the termination of residency.

4. Notwithstanding any other provision of this Section, the Councilmembers in office at the time this Section takes effect shall continue in office until the expiration of the term to which he or she was elected. In the event a vacancy occurs before the expiration of the term of a Councilmember in office at the time this Section takes effect, a person who is appointed or elected by special election to fill such vacancy may reside anywhere within the corporate boundaries of the City. A person appointed or elected to fill such a vacancy shall hold the office in accordance with State law.

(B) City Council Districts and District Elections. All five Councilmembers shall be elected on a "by-district" basis from the Council districts shown and numbered on the map titled '**City of Aliso Viejo District Map**' attached as Exhibit A, a copy of which shall be on file in the City Clerk's office. In 2024, and every four years thereafter, the following three City Council districts shall be elected by-district: District 1; District 3; and District 5. In 2026, and every four years thereafter, the following two City Council districts shall be elected by-district: District 2; and District 4.

(C) Amendment of District Boundaries. Pursuant to Elections Code section 21601, as it may be amended from time to time, the City Council shall adjust the boundaries of any or all of the districts following each decennial federal census to ensure that the districts are in compliance with all applicable provisions of law."

**Section 3. Technical District Changes.** If necessary to facilitate the implementation of this Ordinance, the City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

**Section 4. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Aliso Viejo hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

**<u>Section 5. Effective Date</u>.** This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance, or a summary of this ordinance, to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

**PASSED, APPROVED, AND ADOPTED** this ___ day of _____, 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

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

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

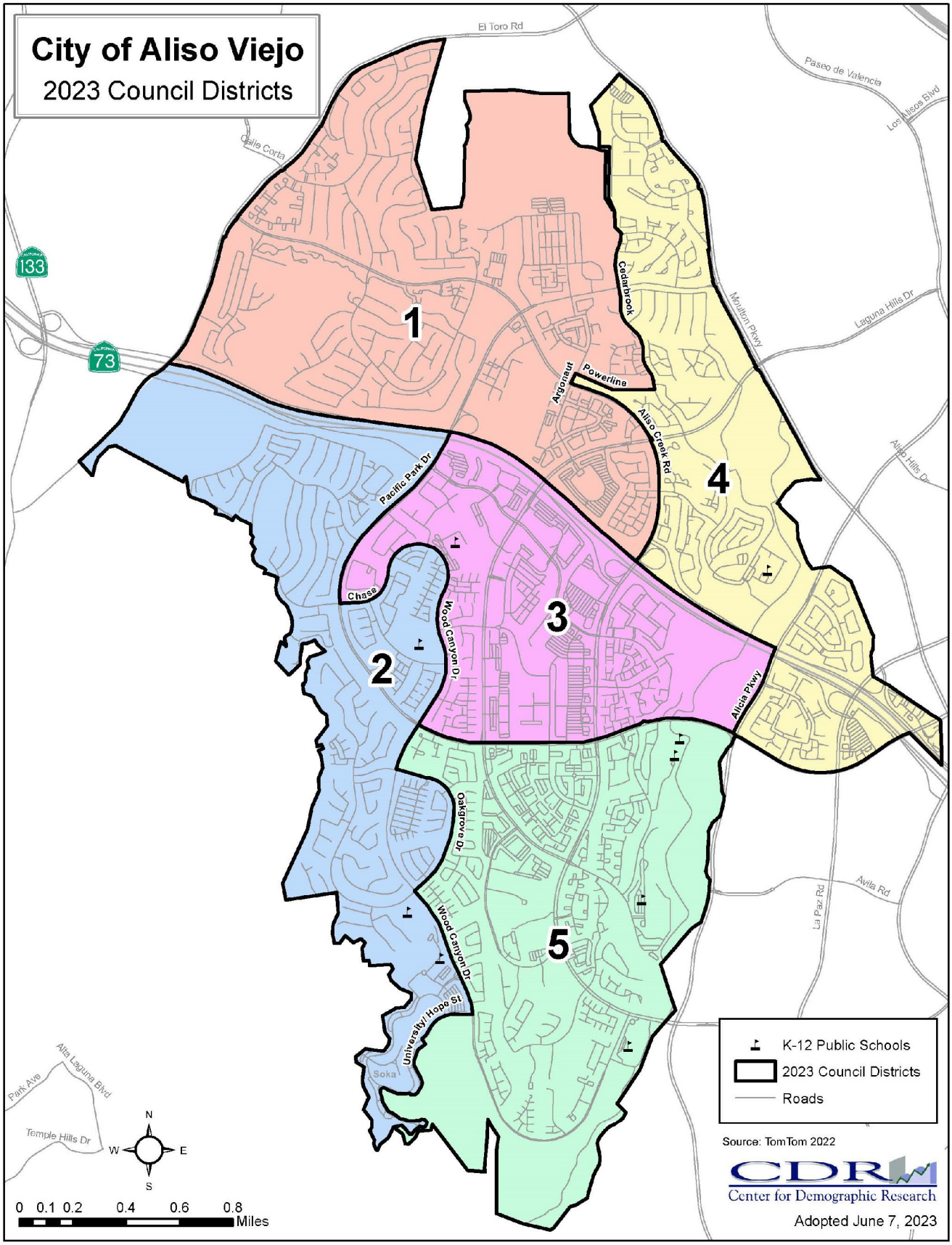
I hereby certify that the foregoing is the original of Ordinance No. 2023-___ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held June 7, 2023, and that the Summary of the Ordinance was published on June 1, 2023, and June ___, 2023 in the Laguna Niguel News.

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

**EXHIBIT A**

**City of Aliso Viejo District Map**



# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

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**Recommended Action:**

Ratify accounts payable checks and electronic funds transfers issued between April 28 and May 25, 2023, in the amount of $1,677,390.96.

**Fiscal Impact:**

Expenditures in the amount of $1,677,390.96.

**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 between April 28 and May 25, 2023, for a total of $1,677,390.96 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.

**Attachment:**

1. Accounts Payable Report

# Accounts Payable

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| **101 - GENERAL FUND** | | |
| SHAKESPEARE BY THE SEA | 08/03/2023 - SHAKESPREARE BY THE SEA PERFORMANCE | 2,500.00 |
| ISAAC AZIZ | COMPUTER LOAN | 3,000.00 |
| HF&H CONSULTANTS LLC | MAR'23 SOLID WASTE COMPLIANCE AUDIT | 4,995.00 |
| DIVISION OF THE STATE ARCHITECT | JAN-MAR'23 CASP FEES | 103.20 |
| CA BUILDING STANDARDS COMMISSION | JAN-MAR'23 CA BLDG STANDARD ADMIN FEES | 448.20 |
| RAPHAEL OBRECHT | P#2022-0363_77 COTTAGE LN_RAPHAEL OBRECHT | 500.00 |
| UNITED OF OMAHA LIFE INSURANCE CO. | JUN'23 LIFE INSURANCE | 1,477.00 |
| CHOICE BUILDER | JUN'23 DENTAL INSURANCE | 2,424.58 |
| CHOICE BUILDER | JUN'23 VISION INSURANCE | 382.60 |
| CALPERS HEALTH | JUN'23 CALPERS HEALTH PREMIUM | 25,971.26 |
| CALPERS HEALTH | JUN'23-COUNCIL-CALPERS HEALTH PREMIUM | 3,478.57 |
| STC TRAFFIC, INC | APR'23 ON-CALL TRAFFIC CONSULTANT SERVICES | 2,250.00 |
| CHARLES ABBOTT ASSOC INC | MAR'23 ENG 2247 SUMMIT IV 15-25 ENTERPRISE LDSCPNG | 75.56 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA ENG 5067 WEBBS GRAINWORKS | 75.56 |
| CHARLES ABBOTT ASSOC INC | MAR'23 ENG 2230 15-25 ENTERPRISE GRADING | 100.75 |
| CHARLES ABBOTT ASSOC INC | MAR'23 ENG 2241 GLAUKOS SITE 1 | 100.75 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA ENG 5003 COX | 151.13 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA ENG 2251 26501 ALISO CREEK GRADING | 250.18 |
| CHARLES ABBOTT ASSOC INC | MAR'23 ENG 2253 26501 ALISO CREEK LLA 23-01 | 437.82 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA ENG 2250 CITY LIGHTS GEOTECH REVIEW | 255.75 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA ENG 5064 CLEAR THOUGHT CORP | 302.25 |
| CHARLES ABBOTT ASSOC INC | MAR'23 ENG 2243 GLAUKOS SITE 2 | 375.27 |
| CHARLES ABBOTT ASSOC INC | MAR'23 ENG 2250 CITY LIGHTS GRADING | 500.36 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA ENG 5049 COX UTILITY | 705.25 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA ENG 5004 MNWD | 2,468.37 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA ENG 5005 SCE - SADDLEBACK | 251.88 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA-6 COMPUTER STATIONS LEASE CREDIT | (300.00) |
| HF&H CONSULTANTS LLC | APR' 23 SOLID WASTE COMPLIANCE AUDIT | 4,893.75 |
| SHI INTERNATIONAL CORP | 7/1/23-4/21/24 PALO ALTO FIREWALLS & SUBSCRIPTION | 11,462.91 |
| DEPT OF CONSERVATION | JAN-MAR'23 SEISMIC MAPPING FEES | 1,599.03 |
| RD ENGINEERING & CONSTRUCTION | CD-2022-00018_101 COLUMBIA_RD ENGINEERING & CONSTR | 500.00 |
| PARADISE CONSTRUCTION INC | BLDC-2022-00025_120 VANTIS STE 570_PARADISE CONST | 500.00 |
| HOLWICK CONSTRUCTORS INC | BLDC-2022-00034_65 ENTERPRISE #200_HOLWICK CONSTR. | 500.00 |
| PACIFIC TUSK BUILDERS | BLDC-2022-000081_85 ENTERPRISE_PACIFIC TUSK BLDRS | 500.00 |
| ORANGE COUNTY ROOFING | BLDR-2023-00118_27 PARKWOOD_ORANGE COUNTY ROOFING | 500.00 |
| | | **73,736.98** |
| **CITY COUNCIL** | | |
| MAXON E DUNCAN | MD 02/23 LOCC NM&CC - UBER TO SMF -1/20 | 22.95 |
| MAXON E DUNCAN | MD 02/23 LOCC NM&CC - UBER TO HOTEL -1/17 | 22.90 |
| MAXON E DUNCAN | MD 02/23 LOCC NM&CC - UBER TO SNA -1/17 | 35.99 |
| MAXON E DUNCAN | MD 02/23 LOCC NM&CC - RH & MD DINNER - 1/19 | 60.92 |
| MAXON E DUNCAN | MD 02/23 LOCC NEW MAYORS & COUNCILMBR CONF-AIRFARE | 267.96 |
| US BANK PURCHASING CARD PROGRAM | DL 04-10 ICSC CONF REGISTRATION - RH - 5/21-5/23 | 975.00 |
| US BANK PURCHASING CARD PROGRAM | DL 04-17 ICSC CONF REGISTRATION - RC - 5/21-5/23 | 975.00 |
| US BANK PURCHASING CARD PROGRAM | DL 04-11 ICSC HOTEL DEPOSIT - RH -5/21-5/23 | 397.33 |
| US BANK PURCHASING CARD PROGRAM | DL 04-17 ICSC HOTEL DEPOSIT - RC -5/21-5/23 | 397.33 |
| US BANK PURCHASING CARD PROGRAM | DL 04-20 ICSC CONF REG CREDIT - RC - 5/21-5/23 | (875.00) |
| US BANK PURCHASING CARD PROGRAM | DL 04-17 ICSC MEMBERSHIP- RC | 125.00 |
| AT&T | MAR'23 CC PHONES | 236.69 |
| THE PINK DAFFODIL, LLC | MEMORIAL DAY WREATH | 350.00 |
| | **CITY COUNCIL TOTAL:** | **2,992.07** |
| **CITY MANAGER** | | |
| LOS ANGELES TIMES | 5/19-11/16/23 LA TIMES SUBSCRIPTION | 286.00 |
| US BANK PURCHASING CARD PROGRAM | DD 04-24 ICSC CONF - 5/21-5/23 - FLIGHTS | 252.96 |
| US BANK PURCHASING CARD PROGRAM | DL 04-04 OCCMA SUPPLIES - ACRYLIC SIGN HOLDERS | 18.31 |
| US BANK PURCHASING CARD PROGRAM | DL 04-03 OCCMA SUPPLIES - NAME BADGE STICKERS | 21.38 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| US BANK PURCHASING CARD PROGRAM | DL 04-04 EMERG. MGMT. TRAINING LUNCH - DL EZ PC | 80.69 |
| US BANK PURCHASING CARD PROGRAM | DL 03-29 OCCMA MAY LUNCHEON 5/3 | 4,906.50 |
| US BANK PURCHASING CARD PROGRAM | DL 04-03 OCCMA SUPPLIES - TABLE NUMBERS | 75.41 |
| US BANK PURCHASING CARD PROGRAM | DL 04-18 DD CCMF MEMBERSHIP RENEWAL FY23-24 | 400.00 |
| CALPERS HEALTH | JUN'23-PG-HEALTH PREMIUM | 151.00 |
| AT&T | MAR'23 HR PHONE | 50.35 |
| AT&T | MAR'23 CM PHONE | 50.35 |
| DAVID DOYLE | DD REIMBURSEMENT - 05/04/23 MEDAL OF VALOR PARKING | 46.89 |
| ALISO VIEJO COUNTRY CLUB | 3RD/FINAL DEPOSIT OCCMA JUNE 2023 GOLF RETREAT | 585.00 |
| DANA LEUTHAUSER | DL REIMBURSEMENT - 10/05/22-04/04/23 MILEAGE | 144.76 |
| US BANK PURCHASING CARD PROGRAM | PC 03/26 ALBERTSONS - MEETING SUPPLIES | 83.77 |
| | **CITY MANAGER TOTAL:** | **7,153.37** |
| **ECONOMIC DEVELOPMENT** | | |
| EFUEL LLC | OCT-DEC'22 SALES TAX-EFUEL | 146,440.00 |
| | **ECONOMIC DEVELOPMENT TOTAL:** | **146,440.00** |
| **HUMAN RESOURCES** | | |
| CHARLES C STILL | APR'23-JS/JC/JL/SW SECURE LIVE SCAN FEES | 248.00 |
| SOUTH COAST MEDICAL GROUP | APR'23 TB TESTS & EMPLOYEE EXAMS | 515.00 |
| CHARLES C STILL | MAR'23-JJ/VC/JP/CCQ/TL/NG SECURE LIVE SCAN FEES | 372.00 |
| US BANK PURCHASING CARD PROGRAM | PC 04/11 LCW - FLSA WEBINAR | 75.00 |
| US BANK PURCHASING CARD PROGRAM | PC 04/07 SHRM - UNITED FLIGHT CHANGE FEE PARTIAL | 29.00 |
| US BANK PURCHASING CARD PROGRAM | PC 04/07 SHRM - UNITED FLIGHT CHNGE CREDIT PARTIAL | (33.60) |
| US BANK PURCHASING CARD PROGRAM | PC 04/23 SHRM - UBER | 53.90 |
| US BANK PURCHASING CARD PROGRAM | PC 04/07 SHRM - UNITED FLIGHT CHANGE FEE PARTIAL | 33.60 |
| | **HUMAN RESOURCES TOTAL:** | **1,292.90** |
| **CITY CLERK** | | |
| ICC GENERAL CODE, INC | MUNI CODE-WEB UPDATE | 774.00 |
| US BANK PURCHASING CARD PROGRAM | LL-M. ORTIZ CITY OF BREA/FINANCE - 4/5 OCCMA | 58.00 |
| US BANK PURCHASING CARD PROGRAM | LL-COSTCO ANNUAL MEMBERSHIP RENEWAL | 120.00 |
| US BANK PURCHASING CARD PROGRAM | MO 3-28 FOR 5/15 IIMC REGION IX EVENT IN MN | 35.00 |
| CALIFORNIA NEWSPAPERS PARTNERSHIP | REF0011598530-4/22 DISTRICT ELECTIONS PHN#3&4 | 1,510.40 |
| ECS IMAGING INC | CANON DR-M260 DOCUMENT SCANNER | 1,097.11 |
| | **CITY CLERK TOTAL:** | **3,594.51** |
| **FINANCE** | | |
| GARDAWORLD | CASH COURIER SERVICE CITY HALL MAY 2023 | 476.25 |
| DEPARTMENT OF JUSTICE | REGISTRY OF CHARITABLE TRUSTS-AV RANCH FOUNDATION | 125.00 |
| OPENGOV, INC | 3/29/2023-3/28/2024-OPENGOV BUDGET BOOK | 5,143.00 |
| HDL COREN & CONE | APR-JUN'23 CONTRACT SERVICES PROPERTY TAX | 3,852.80 |
| CHOICE BUILDER | JUN'23 ADMIN FEE | 35.00 |
| CALPERS HEALTH | JUN'23 CALPERS ADMIN FEE | 91.67 |
| CALPERS HEALTH | JUN'23 CALPERS ADMIN FEE | 11.48 |
| PARS | MAR'23 PARS REP FEES | 300.00 |
| | **FINANCE TOTAL:** | **10,035.20** |
| **INFORMATION TECHNOLOGY** | | |
| NATHAN M KEETER | MAY'23 NETWORK SUPPORT & SECURITY | 416.67 |
| AT&T | FEB'23 ACCT#2566 CH AT&T INTERNET | 1,811.71 |
| AT&T | MAR'23 ACCT#2566 CH AT&T INTERNET | 1,695.39 |
| AT&T | APR'23 ACCT#2566 CH AT&T FIBER INTERNET | 1,695.39 |
| COX COMMUNICATIONS, INC | APR'23 INTERNET #9302 SERVER ROOM | 85.39 |
| US BANK PURCHASING CARD PROGRAM | IA-3/24 THE TOLL ROADS OF OC | 64.39 |
| US BANK PURCHASING CARD PROGRAM | IA-3/28 EOC YOUTUBE SUBSCR | 64.99 |
| US BANK PURCHASING CARD PROGRAM | IA-4/16 WAITWHILE | 159.00 |
| US BANK PURCHASING CARD PROGRAM | IA-4/23 AMAZON MARKET PLACE | 591.55 |
| GOTO COMMUNICATIONS | MAY'23 CH GOTO VOIP SERVICE & SUPPORT | 1,990.56 |
| TANGENT COMPUTERS INC | APR'23 CH MICROSOFT 365 E3 LICENSES & SUP | 2,999.86 |
| LUNAVI, INC | MAY'23 OFFSITE BACKUP STORAGE | 1,272.15 |
| AT&T | APR'23 CH-ALARM/POTS LINE | 2,955.77 |
| AT&T | MAR'23 CH MIFI | 163.96 |
| AT&T | MAR'23 FLEET COMPLETE GPS | 112.78 |
| AT&T | MAR'23 EOC PHONES | 107.78 |
| AT&T | MAR'23 EOC MIFI | 160.96 |
| JOSE RUEL FABELLA DIRA | APR'23 ENERGOV & GIS | 1,200.00 |
| SHI INTERNATIONAL CORP | 4/20/23-6/30/23 PALO ALTO FIREWALLS & SUBSCRIPTION | 2,816.83 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| COX COMMUNICATIONS, INC | MAY'23 INTERNET #0202 TV/CABLE - CITYHALL | 178.10 |
| COX COMMUNICATIONS, INC | MAY'23 ACCT #8802 CITY HALL INTERNET-FIBER 600MB | 1,500.00 |
| US BANK PURCHASING CARD PROGRAM | RC 4-24AXIS 5506-071 T94T01S OUTDOOR MOUNT BRACKET | 99.96 |
| US BANK PURCHASING CARD PROGRAM | RC 4-24-V GPB-1700 BATTERY REPLACMNT - GLOBALSTAR | 83.70 |
| US BANK PURCHASING CARD PROGRAM | RC 4-24CABLE MATTERS USB C DISPLAYPORT 1.4 CABLE 6 | 82.13 |
| | **INFORMATION TECHNOLOGY TOTAL:** | **22,309.02** |
| **NON-DEPARTMENTAL** | | |
| RICOH USA | MAY'23 RICOH C5200S LEASE | 725.51 |
| RICOH USA | MAY'23 RICOH C5200S LEASE | 4.41 |
| NESTLE WATERS NORTH AMERICA | APR'23-CH-COFFEE/WATER FILTRATION & FLTR SVC | 150.81 |
| PEAK LIGHTING & ELECTRIC INC | APR'23 VISTA PARK LIGHTING MAINTENANCE | 135.55 |
| RICOH USA | APR'23 RICOH 2504 (BACK OFFICE)-COPIES | 111.70 |
| RICOH USA | FEB-APR'23 RICOH PRO C5200S COPIES | 539.69 |
| RICOH USA | MAY'23 RICOH 2504EX (FRONT COUNTER)-COPIES | 209.81 |
| RICOH USA | FEB-APR'23 RICOH 2504 SUITE 200 COPIES | 20.75 |
| RICOH USA | MAY'23 RICOH 2504EX SUITE 200-COPIES | 22.05 |
| VOYAGER FLEET SYSTEMS INC | MAR'23 MOTORCYCLE FUEL - CITY | 476.40 |
| US BANK PURCHASING CARD PROGRAM | DL 04-21 EMPLOYEE NAME TAG & BADGES - TL & NS | 108.20 |
| US BANK PURCHASING CARD PROGRAM | LL-COSTCO 4/4 DELIVERY | 260.08 |
| US BANK PURCHASING CARD PROGRAM | LL-CC DRINKS 4/6 & 2/12 RALPHS | 37.50 |
| US BANK PURCHASING CARD PROGRAM | LL-CC DINNERS 4/5 BEYOND THAI & 4/19 OC WINE MART | 427.51 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#2206 VISTA | 144.01 |
| CARROT-TOP INDUSTRIES INC | CITY FLAG 3X5'-SINGLE SIDED INDOOR_FOR SPVSR FOLEY | 282.89 |
| CERTIFIED RECORDS MANAGEMENT | MAY'23 - RECORDS OFF SITE STORAGE | 492.22 |
| DS SERVICES OF AMERICA, INC | 4/13 CH BOTTLED WATER SERVICE_10 CASES | 84.89 |
| PEAK LIGHTING & ELECTRIC INC | MAY'23 VISTA PARK LIGHTING MAINTENANCE | 131.23 |
| RICOH USA | MAY'23 RICOH 2504 (BACK OFFICE)-COPIES | 92.89 |
| STAPLES ADVANTAGE | APR'23 - COPY&BREAKROOM SUPPLIES NON DEPARTMENTAL | 562.01 |
| FEDERAL EXPRESS | 4/28/23-CITY TILES TO ASM. DIANE DIXON OFFICE | 27.10 |
| QUADIENT LEASING USA INC | 03/01/23-05/28/23_POSTAGE MACHINE LEASE | 590.39 |
| US BANK PURCHASING CARD PROGRAM | PC 04/11 DOLLARTREE - LUNCHEON SUPPLIES | 10.78 |
| US BANK PURCHASING CARD PROGRAM | PC 04/11 DOLLARTREE - LUNCHEON SUPPLIES | 24.34 |
| US BANK PURCHASING CARD PROGRAM | PC 04/18 RALPHS - MEETING SUPPLIES | 73.51 |
| US BANK PURCHASING CARD PROGRAM | PC 04/07 COSTCO - TRAINING/MTG SUPPLIES | 384.82 |
| | **NON-DEPARTMENTAL TOTAL:** | **6,131.05** |
| **C. S. ADMINISTRATION** | | |
| ADVANTAGE MAILING, LLC | SUMMER CLASS 2023 36PG + COVER | 19,286.53 |
| JESSICA ALCANTAR | JAMFEST 2023 PHOTOGRAPHY | 550.00 |
| US BANK PURCHASING CARD PROGRAM | DL 03-28 OCSD - MEDAL OF VALOR 5/4 - TABLE FOR 10 | 1,500.00 |
| US BANK PURCHASING CARD PROGRAM | EM 4-24 - EM OC DIRECTORS TRAINING/MEETING | 394.03 |
| ASSISTANCE LEAGUE OF CAPISTRANO VALLEY | FY22-23-COMMUNITY ASSISTANCE GRANT-LEAGUE OF CAPO | 1,000.00 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- SMART & FINAL OC DIRECTORS TRAINING | 27.26 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- CHAUPAIN BAKERY MEETING | 67.15 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- TARGET MOVIE NIGHT RETURN | (16.16) |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- AMAZON JAMFEST SUPPLIES | 30.69 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- AMAZON JAMFEST SUPPLIES | 59.87 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- SMART & FINAL MOVIE NIGHT | 59.97 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- DOMINO'S MOVIE NIGHT STAFF PIZZA | 32.29 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- HOME DEPOT ROCKY STORAGE SHELVES | 1,179.15 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- AMAZON STORAGE SUPPLIES | 57.65 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- AMAZON ORGANIZERS | 42.00 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- AMAZON STORAGE KEYCHAIN | 10.76 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- AMAZON STORAGE KEYCHAIN REFUND | (10.76) |
| US BANK PURCHASING CARD PROGRAM | MO 3-31 META ADS_SUMM CAMP HIRING FAIR SPRING REG | 70.24 |
| MICHAEL R JUE | GRAPHIC DESIGN-LIGHT POLE BANNERS/HOLIDAY & SPRING | 1,500.00 |
| MICHAEL R JUE | GRAPHIC DESIGN WORK: FY22-23 | 16,550.00 |
| MICHAEL R JUE | GRAPHIC DESIGN-AV LETTERHEAD & SLIDES | 56.25 |
| MICHAEL R JUE | GRAPHIC DESIGN - AV RANCH PLANT IDENTIFIER SIGNAGE | 412.50 |
| MICHAEL R JUE | GRAPHIC DESIGN-LIGHT POLE BANNERS/4TH OF JULY | 825.00 |
| CALPERS HEALTH | JUN'23-DP-HEALTH PREMIUM | 151.00 |
| CALPERS HEALTH | JUN'23-HW-HEALTH PREMIUM | 151.00 |
| WESTAMERICA COMMUNICATIONS INC | AV RANCH PLANT IDENTIFIER SIGN PRINTING | 842.85 |
| CABCO YELLOW INC | APR'23 TRANSPORTATION SERVICES - SMP | 640.50 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| ALISO VIEJO MIDDLE SCHOOL | FY22-23-REC YOUTH PROG GRANT-AVMS | 2,000.00 |
| | **C. S. ADMINISTRATION TOTAL:** | **47,469.77** |
| **IGLESIA PARK** | | |
| PV MAINTENANCE INC | APR'23 IGLESIA PARK MAINTENANCE | 2,327.81 |
| GREAT SCOTT TREE SERVICE, INC | APR'23 IGLESIA TREE TRIMMING SERVICE | 2,590.00 |
| GREAT SCOTT TREE SERVICE, INC | APR'23 IGLESIA PARK TREE REMOVALS | 3,680.00 |
| US BANK PURCHASING CARD PROGRAM | KB HOME DEPOT - IGLESIA SINK REPAIR | 59.17 |
| EL TORO WATER DISTRICT | MAR'23 MTR#3499 IGLESIA PARK | 186.45 |
| EL TORO WATER DISTRICT | MAR'23 MTR#4114 IGLESIA PARK | 186.45 |
| SO CAL EDISON | APR'23 ACCT#7997 IGLESIA PARK | 188.33 |
| | **IGLESIA PARK TOTAL:** | **9,218.21** |
| **IGLESIA BUILDING** | | |
| PROTECTION ONE ALARM MONITORING INC | 02/09/23 - 05/16/23 IGLESIA ALARM | 100.00 |
| TEAM ONE MANAGEMENT SERVICES | APR'23 IGLESIA JANITORAL SERVICES | 950.00 |
| EL TORO WATER DISTRICT | MAR'23 MTR#5016 IGLESIA BLDG | 227.81 |
| TEAM ONE MANAGEMENT SERVICES | MAY'23 IGLESIA JANITORIAL SERVICES | 950.00 |
| ZOLL MEDICAL CORPORATION | IGLESIA COMMUNITY CTR - AED LICENSE | 519.00 |
| SO CAL EDISON | APR'23 ACCT#7997 IGLESIA BLDG | 749.45 |
| | **IGLESIA BUILDING TOTAL:** | **3,496.26** |
| **PLANNING** | | |
| REBECCA J CAHA | MAR'23 AFFORD. HOUSING CONSULTANT SERVICES | 1,762.50 |
| US BANK PURCHASING CARD PROGRAM | IA-3/30 CONSTANT CONTACT | 45.00 |
| US BANK PURCHASING CARD PROGRAM | SK 04-26 PDAOC LUNCH - LEGISLATIVE UPDATE | 50.00 |
| PLANNING DIRECTORS ASSN OF OC | 2023 ANNUAL PDAOC MEMBERSHIP DUES | 125.00 |
| CALPERS HEALTH | JUN'23-MF-HEALTH PREMIUM | 151.00 |
| CIVIC SOLUTIONS INC | APR'23 JK-PLANNING CONSULTING SERVICES | 6,990.00 |
| CIVIC SOLUTIONS INC | APR'23 GB-AVTC CONSULTING SERVICES | 160.00 |
| REBECCA J CAHA | APR'23 AFFORD. HOUSING CONSULTANT SERVICES | 1,837.50 |
| | **PLANNING TOTAL:** | **11,121.00** |
| **BUILDING** | | |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA BUILDING SERVICES | 40,428.00 |
| | **BUILDING TOTAL:** | **40,428.00** |
| **CODE ENFORCEMENT** | | |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA CODE ENFORCEMENT | 8,663.38 |
| | **CODE ENFORCEMENT TOTAL:** | **8,663.38** |
| **ENGINEERING (GENERAL)** | | |
| PV MAINTENANCE INC | MAY'23 WAREHOUSE LEASE | 1,035.00 |
| AT&T | MAR'23 PW TABLET | 120.72 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA NPDES COSTS | 14,968.44 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA SOLID WASTE | 7,756.30 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA PW ENGINEERING-ADMIN | 997.60 |
| US BANK PURCHASING CARD PROGRAM | EM 4-24-23 PLAYGROUND SAFETY INSPECTOR CERT CLASS | 650.00 |
| | **ENGINEERING (GENERAL) TOTAL:** | **25,528.06** |
| **STREET MAINTENANCE** | | |
| PV MAINTENANCE INC | APR'23 STREET MAINTENANCE (45%) | 26,159.48 |
| CHARLES ABBOTT ASSOC INC | MAR'23 CAA STREET MAINTENANCE | 982.31 |
| | **STREET MAINTENANCE TOTAL:** | **27,141.79** |
| **LAW ENFORCEMENT-CONTRACT** | | |
| COUNTY OF ORANGE | MAY'23 EARLY PAYMENT CREDIT | (2,066.06) |
| COUNTY OF ORANGE | MAY'23 LAW ENFORCEMENT | 798,643.94 |
| COUNTY OF ORANGE | MAY'23 IN CAR VIDEO | 7,823.85 |
| COUNTY OF ORANGE | MAY'23 BODY WORN CAMERA | 13,912.44 |
| | **LAW ENFORCEMENT-CONTRACT TOTAL:** | **818,314.17** |
| **LAW ENFORCEMENT-OTHER** | | |
| SEAVCO INC | REPAIRS FOR OCSD MOTORCYCLE VIN#WB10J6307KZG33962 | 2,988.26 |
| J&M TROPHIES INC | PLATE - LADEPUTY GIUMMO PLAQUE 28620 | 17.24 |
| ALL CITY MANAGEMENT SERVICES | 02/05-02/18/23 414 HRS-CROSSING GUARD SERVICES | 12,051.54 |
| ALL CITY MANAGEMENT SERVICES | 03/05-03/18/23 460 HRS-CROSSING GUARD SERVICES | 13,390.60 |
| ALL CITY MANAGEMENT SERVICES | 03/19-04/01/23 458 HRS-CROSSING GUARD SERVICE | 13,332.38 |
| ALL CITY MANAGEMENT SERVICES | 04/02-04/15/23 230 HRS-CROSSING GUARD SERVICES | 6,695.30 |
| VOYAGER FLEET SYSTEMS INC | MAR'23 MOTORCYCLE FUEL - AVPS | 320.52 |
| US BANK PURCHASING CARD PROGRAM | RD 03/02/23 THE TOLL ROADS OF OC | 706.07 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| US BANK PURCHASING CARD PROGRAM | RD 03/22/23 JM TROPHY CAPT VILLANUEVA | 17.24 |
| COUNTY OF ORANGE | NOV'22 RADIO REPAIRS | 69.50 |
| AT&T | MAR'23 PAL PHONE | 45.33 |
| J&M TROPHIES INC | PLATE - DEPUTY HERNANDEZ PLAQUE 28723 | 17.24 |
| ALL CITY MANAGEMENT SERVICES | 04/16-04/29/23 460 HRS-CROSSING GUARD SERVICES | 13,390.60 |
| US BANK PURCHASING CARD PROGRAM | AV 04-24-23 FOOD ITEMS-FATAL TRAFFIC INVESTIGATION | 91.28 |
| US BANK PURCHASING CARD PROGRAM | AV 04-24-23 FOOD ITEMS FOR MEETING AT DISPATCH | 89.51 |
| US BANK PURCHASING CARD PROGRAM | RD 4-24-23 THE TOLL ROADS APRIL 10 2023 | 575.00 |
| | **LAW ENFORCEMENT-OTHER TOTAL:** | **63,797.61** |
| **CRIME PREVENTION** | | |
| ALISO VIEJO SELF STORAGE | MAY'23 RENTAL STORAGE UNIT#75 LIEN FEE | 25.00 |
| US BANK PURCHASING CARD PROGRAM | RD 4-24-23 STAPLES PERMANENT MARKER PACKS | 34.88 |
| | **CRIME PREVENTION TOTAL:** | **59.88** |
| **ANIMAL CONTROL** | | |
| CITY OF MISSION VIEJO | APR-JUN'23 ANIMAL CARE SERVICES | 115,759.09 |
| | **ANIMAL CONTROL TOTAL:** | **115,759.09** |
| **EOC** | | |
| US BANK PURCHASING CARD PROGRAM | SL 04-24 THANK YOU CARD CERT INSTRUCTOR | 5.38 |
| US BANK PURCHASING CARD PROGRAM | SL 04-24 THANK YOU CARD CERT INSTRUCTOR | 8.57 |
| STAPLES ADVANTAGE | APR'23 EOC SUPPLIES - LABELS | 62.03 |
| STAPLES ADVANTAGE | APR'23 EOC SUPPLIES - LOCK FOR STORAGE | 27.90 |
| STAPLES ADVANTAGE | APR'23 EOC SUPPLIES - SHEET PROTECTORS | 16.36 |
| STAPLES ADVANTAGE | APR'23 EOC SUPPLIES - SAFETY GOGGLES | 154.73 |
| | **EOC TOTAL:** | **274.97** |
| | **GENERAL FUND TOTAL:** | **1,444,957.29** |

## 102 - GEN. FD-CITY HALL

| | | |
|---|---|---|
| **NON-DEPARTMENTAL** | | |
| TEAM ONE MANAGEMENT SERVICES | FEB'23 CITY HALL JANITORIAL SERVICES | 3,330.00 |
| TEAM ONE MANAGEMENT SERVICES | APR'23 CITY HALL JANITORIAL SERVICES | 3,330.00 |
| PEAK LIGHTING & ELECTRIC INC | APR'23 CH LIGHTING MAINTENANCE | 149.53 |
| THURSTON ELEVATOR CONCEPTS INC | APR'23 CH - ELEVATOR MAINTENANCE | 131.00 |
| THURSTON ELEVATOR CONCEPTS INC | MAY'23 CH-ELEVATOR MAINTENANCE | 131.00 |
| SO CAL EDISON | APR'23 ACCT#4556 38 COLONIAL | 93.20 |
| SO CAL EDISON | APR'23 ACCT#7189 CITY HALL | 5,090.12 |
| THE GAS COMPANY | APR'23 MTR#6544 CITY HALL | 618.82 |
| STARFISH SIGNS & GRAPHICS, INC | PLAQUE FOR CH 2ND FLOOR OFFICE | 678.61 |
| US BANK PURCHASING CARD PROGRAM | KB HOME DEPOT - CITY HALL 2ND FLOOR ELECTRICAL REP | 27.28 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#6010 CITY HALL | 85.59 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#7051 CITY HALL | 336.23 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#8510 CITY HALL | 164.02 |
| PACIFIC PARK II ASSOCIATION | MAY'23 CITY HALL HOA FEES | 347.27 |
| US BANK PURCHASING CARD PROGRAM | SL 04-24 AED REPLACEMENT PADS | 446.09 |
| TEAM ONE MANAGEMENT SERVICES | MAY'23 CITY HALL JANITORIAL SERVICES | 3,610.00 |
| GEORGE FEDECKY | FLAGTIME - 4X6 US FLAG AND 4X6 CALIFORNIA FLAG | 116.37 |
| ZOLL MEDICAL CORPORATION | CH - AED LICENSE | 519.00 |
| PEAK LIGHTING & ELECTRIC INC | MAY'23 CH LIGHTING MAINTENANCE | 99.00 |
| FOSTERS' GARDENS INC | MAY'23 CITY HALL PLANT MAINTENANCE | 115.00 |
| DUTHIE ELECTRIC SERVICE CORPORATION | 05/02 CH GENERATOR PM ANNAUL SERVICE | 756.22 |
| DUTHIE ELECTRIC SERVICE CORPORATION | 05/02 CH GENERATOR - COMPLETED 2 HOUR LOAD TEST | 1,250.00 |
| | **NON-DEPARTMENTAL TOTAL:** | **21,424.35** |
| | **GEN. FD-CITY HALL TOTAL:** | **21,424.35** |

## 103 - GF-AV RECREATION SERVICES

| | | |
|---|---|---|
| **RECREATION SERVICES** | | |
| GARDAWORLD | CASH COURIER SERVICE RANCH MAY 2023 | 413.62 |
| DS SERVICES OF AMERICA, INC | 04/12/23 AVR BOTTLED WATER SERVICES | 58.94 |
| TEAM ONE MANAGEMENT SERVICES | APR'23 RANCH+FARM JANITORIAL SERVICES | 5,300.00 |
| TEAM ONE MANAGEMENT SERVICES | APR'23 AVR EMERGENCY CARPET & UPHOLSTERY CLE | 240.00 |
| GORM, INC | APR'23 AV RANCH JANITORIAL SUPPLIES | 597.07 |
| PEAK LIGHTING & ELECTRIC INC | APR'23 RANCH LIGHTING MAINTENANCE | 331.51 |
| CAROLYN WOJCIECHOWSKI | SPRING2023-VSP094-096-116-118-48 PARTICIPANTS | 978.00 |
| RUIHONG LI | SPRING2023-VSP113-VSP111-VSP128-13 PARTICIPANTS | 351.00 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| WADORYU USA INC | SPRING2023-VSP081-VSP107-1 PARTICIPANT | 49.00 |
| JOHN DAVID ALLEN JR | SPRING 2023-VSP079-VSP039-3 PARTICIPANTS | 79.20 |
| L & O ALISO VIEJO, LLC | SPRING2023-VSP172-VSP173-13 PARTICIPANTS | 637.00 |
| KIMBERLY KRANTZ | SPRING2023-VSP092-6 PARTICIPANTS | 162.00 |
| AT&T | FEB'23 ACCT#2566 AVR AT&T INTERNET | 1,256.46 |
| ENTRY CONTROL, INC | APR'23 RANCH LOCKSMITH SERVICE | 109.53 |
| AT&T | APR'23 ACCT#2566 AVR AT&T INTERNET SERVICE | 1,009.89 |
| MOULTON NIGUEL WATER DIST | FEB'23 MTR#0958 RANCH | 92.71 |
| MOULTON NIGUEL WATER DIST | FEB'23 MTR#1100 FARM | 85.59 |
| GOTO COMMUNICATIONS | MAY'23 AVR GOTO VOIP SERVICE & SUPPORT | 663.52 |
| TANGENT COMPUTERS INC | APR'23 AVR MICROSOFT 365 E3 LICENSES & SUP | 529.39 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- LEGOLAND CITY DAY CAMP | 499.99 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- TARGET BUNKHOUSE ORGANIZER | 2.16 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- SMART & FINAL BREAKROOM SUPPLIES | 29.99 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- COSTCO BREAKROOM SUPPLIES | 123.90 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- AMAZON BIN SIGNAGE | 44.17 |
| US BANK PURCHASING CARD PROGRAM | JB 4/24/23- COSTCO CLEANING SUPPLIES | 51.68 |
| US BANK PURCHASING CARD PROGRAM | JNL 04/02/23 LEGOLAND TICKETS- CAMP EXCURSION | 499.99 |
| US BANK PURCHASING CARD PROGRAM | JNL 03/24/23 AMAZON- GAFFERS TAPE | 32.22 |
| US BANK PURCHASING CARD PROGRAM | KB HOMEDEPOT - RANCH/YARD STORAGE CONTAINER REPAI | 197.33 |
| US BANK PURCHASING CARD PROGRAM | KB HOMEDEPOT - RANCH/YARD STORAGE CONTAINER REPAI | 80.80 |
| US BANK PURCHASING CARD PROGRAM | KB HOME DEPOT - RANCH EQUIPMENT REPAIR CASTOR | 15.33 |
| US BANK PURCHASING CARD PROGRAM | KB HOMEDEPOT - RANCH EQUIPMENT REPAIR CASTOR | 16.14 |
| US BANK PURCHASING CARD PROGRAM | KB AMAZON - RANCH GREEN RESTROOM ODORIZER FIXTURE | 26.80 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#0819 FARM | 105.91 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#0958 RANCH | 96.27 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#0973 RANCH | 88.13 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#1100 FARM | 103.39 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#5356 RANCH | 336.23 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#7892&6534 RANCH | 593.93 |
| AT&T | APR'23 AVR-ALARM/POTS LINE | 985.26 |
| ERNA VAN DYK | SPRING 2023-VSP088-VSP059-11PARTICIPANTS | 768.00 |
| PRESS-TIGE ENTERPRISES INC | APR'23 JAMFEST DRY CLEANING FOR BRANDED LINENS | 42.34 |
| AT&T | MAR'23 REC PHONES | 181.32 |
| AT&T | MAR'23 REC TABLETS | 40.24 |
| CALIFORNIA DINNER ENTERTAINMENT, LLC | 7/13/23 DEPOSIT ONLY FOR PIRATE EXCURSION-CDC2023 | 350.04 |
| LYONS SECURITY SERVICE IN | APR'23 AVR EVENT SECURITY SERVICES | 4,200.00 |
| READWRITE EDUCATIONAL SOLUTIONS INC | SPRING 2023-VSP008-7 PARTICIPANTS | 1,281.00 |
| RACHEL M WESTFALL | SPRING 2023-VSP013-12 PARTICIPANTS | 396.00 |
| JOHN DAVID ALLEN JR | SPRING 2023-VSP077-8 PARTICIPANTS | 259.20 |
| JOHN DAVID ALLEN JR | SPRING 2023-VSP075-5 PARTICIPANTS | 162.00 |
| BREAKTHROUGH SPORTS LLC | SPRING 2023-VSP071-VSP072-VSP037-13 PARTICIPANTS | 598.20 |
| PEAK LIGHTING & ELECTRIC INC | MAY'23 RANCH LIGHTING MAINTENANCE | 199.00 |
| ENTRY CONTROL, INC | MAY'23 RANCH LOCKSMITH SVC - NEW CORE AND 3 KEY | 29.90 |
| FOSTERS' GARDENS INC | MAY'23 RANCH PLANT MAINTENANCE | 110.00 |
| ERNA VAN DYK | SPRING 2023-VSP060-3 PARTICIPANTS | 54.00 |
| STAPLES ADVANTAGE | MAY'23 STAPLES ORDER AV RANCH | 253.95 |
| AT&T | MAR'23 ACCT#2566 AVR AT&T INTERNET | 1,009.89 |
| HASA INC | APR-JUN'23 QUARTERLY AQUAPONICS MAINT. FARM | 440.00 |
| SO CAL EDISON | APR'23 ACCT#4551 FARM | 727.46 |
| | **RECREATION SERVICES TOTAL:** | **27,976.59** |
| | **GF-AV RECREATION SERVICES TOTAL:** | **27,976.59** |

## 203 - GAS TAX

**TRAFFIC ENGINEERING**

| | | |
|---|---|---|
| RK ENGINEERING GROUP INC | JAN'23 WOOD CANYON DRIVE STUDY FOLLOW UP | 1,200.00 |
| WOOD RODGERS, INC | APR'23 STORM DRAIN CONDITION ASSESSMENT | 1,710.00 |
| | **TRAFFIC ENGINEERING TOTAL:** | **2,910.00** |

**STREET MAINTENANCE**

| | | |
|---|---|---|
| PV MAINTENANCE INC | APR'23 STREET MAINTENANCE (55%)(GAS) | 31,972.69 |
| BEAR ELECTRICAL SOLUTIONS INC | MAR'23 TRAFFIC SIGNAL MAINTENANCE ROUTINE | 3,162.60 |
| BEAR ELECTRICAL SOLUTIONS INC | MAR'23 TRAFFIC SIGNAL MAINTENANCE RESPONSE | 11,927.99 |
| R F DICKSON CO INC | APR'23 STREET SWEEPING SERVICES | 8,668.66 |
| UNDERGROUND SERVICE ALERT OF SOUTHERN CA | MAY'23 DATABASE MAINT. + 26 TICKETS | 55.50 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| SO CAL EDISON | APR'23 ACCT#6377 LS2 ST LGHTS | 1,291.68 |
| SO CAL EDISON | APR'23 ACCT#7241 LS1 ST LGHTS | 16,798.03 |
| MOULTON NIGUEL WATER DIST | #6544/#4551/#2066 MEDIANS | 64.17 |
| MOULTON NIGUEL WATER DIST | FEB'23 MTR#6544 MEDIANS | 89.15 |
| MOULTON NIGUEL WATER DIST | FEB'23 MTR#8838 MEDIANS | 96.27 |
| SAN DIEGO GAS & ELECTRIC | MAR'23 ACCT#6953 ST LGHTS & TRAFFIC CONTROLLERS | 2,942.37 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#2066 MEDIANS | 53.49 |
| EL TORO WATER DISTRICT | FY22-23 MTR#5675 CALLE CORTEZ | 87.35 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#6544 MEDIANS | 85.59 |
| MOULTON NIGUEL WATER DIST | #6544/#4551/#2066 MEDIANS | 85.59 |
| SO CAL EDISON | APR'23 ACCT#8254 TC1 ST LGHTS | 3,445.77 |
| | **STREET MAINTENANCE TOTAL:** | **80,826.90** |
| | **GAS TAX TOTAL:** | **83,736.90** |

## 204 - MEASURE M

**GEN-MEASURE M**

| | | |
|---|---|---|
| CABCO YELLOW INC | APR'23 TRANSPORTATION SERVICES - M2 FUND | 2,562.00 |
| | **GEN-MEASURE M TOTAL:** | **2,562.00** |
| | **MEASURE M TOTAL:** | **2,562.00** |

## 215 - PUBLIC SAFETY GRANTS

**LAW ENFORCEMENT-OTHER**

| | | |
|---|---|---|
| COUNTY OF ORANGE | APR-JUN'23 800 MHZ COST ALLOCATION | 6,706.00 |
| COUNTY OF ORANGE | MAY'23 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM | 1,904.00 |
| COUNTY OF ORANGE | MAY'23 MOTORCYCLE REPLACEMENT COSTS | 65.92 |
| COUNTY OF ORANGE | MAY'23 E CITATION REPLACEMENT | 91.82 |
| COUNTY OF ORANGE | MAY'23 MDC RECURRING | 4,043.58 |
| COUNTY OF ORANGE | MAY'23 MDC REPLACEMENT | 1,550.49 |
| COUNTY OF ORANGE | MAY'23 E CITATION RECURRING | 291.45 |
| | **LAW ENFORCEMENT-OTHER TOTAL:** | **14,653.26** |
| | **PUBLIC SAFETY GRANTS TOTAL:** | **14,653.26** |

## 225 - INTEGRATED WASTE MGMT FD

**GEN-BEV CONTAINER RECYCLE**

| | | |
|---|---|---|
| US BANK PURCHASING CARD PROGRAM | KB AMAZON - TRASH CANS FOR AQUATIC CTR GRANT MONEY | 417.60 |
| | **GEN-BEV CONTAINER RECYCLE TOTAL:** | **417.60** |
| | **INTEGRATED WASTE MGMT FD TOTAL:** | **417.60** |

## 241 - TECHNOLOGY FUND

**GEN-TECHNOLOGY GRANTS**

| | | |
|---|---|---|
| REACH SPORTS MARKETING GROUP | 6/01/23-5/31/24 DIGITAL SIGNAGE LICENSE RENEWAL | 2,550.00 |
| | **GEN-TECHNOLOGY GRANTS TOTAL:** | **2,550.00** |
| | **TECHNOLOGY FUND TOTAL:** | **2,550.00** |

## 251 - FEDERAL GRANTS

**OTHER GRANTS**

| | | |
|---|---|---|
| US BANK PURCHASING CARD PROGRAM | SL 04-24 FOOD AND WATER FOR LHMP MEETING | 21.96 |
| ATLAS PLANNING SOLUTIONS | APR'23 HAZARD MITIGATION PLAN DEV CONSULTANT | 5,993.00 |
| | **OTHER GRANTS TOTAL:** | **6,014.96** |
| | **FEDERAL GRANTS TOTAL:** | **6,014.96** |

## 261 - CITY FAC.-AQUATIC CENTER

| | | |
|---|---|---|
| PREMIER AQUATIC SERVICES | MAY'23-AQ CTR MANAGEMENT RETENTION | (1,208.30) |
| | | **-1,208.30** |

**GEN-AQUATIC CENTER**

| | | |
|---|---|---|
| PREMIER AQUATIC SERVICES | AQ CTR-03/01REIMB-HOMEDEPOT ERASEWHITEBRDWALLDECAL | 17.04 |
| PREMIER AQUATIC SERVICES | AQ CTR-02/21 REIMB-AMAZON FACIL FIRST AID SUPPLIES | 62.10 |
| PREMIER AQUATIC SERVICES | AQ CTR-02/14 REIMB-AMAZON REPL POOL SAFETY SIGNS | 53.86 |
| GARDAWORLD | CASH COURIER SERVICE AQUATIC CENTER MAY 2023 | 476.24 |
| PREMIER AQUATIC SERVICES | MAY'23-AQ CTR MANAGEMENT FEES | 12,083.00 |
| PEAK LIGHTING & ELECTRIC INC | APR'23 AQC LIGHTING MAINTENANCE | 99.00 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| HASA INC | APR'23 AQC POOL CHEMICALS -CHLORINE; SODIUM BICARB | 1,137.24 |
| COX COMMUNICATIONS, INC | APR'23 ACCT#6701 AQC INTERNET | 502.69 |
| ALISO VIEJO BANQUET CENTER LLC | JAN-MAR'23-AQ CTR-MTR#4987 ELECTRICITY | 4,509.59 |
| US BANK PURCHASING CARD PROGRAM | KB SCP-AQ CENTER POOLWATER TREATMENT FOR PHOSPHATE | 273.38 |
| US BANK PURCHASING CARD PROGRAM | KB HOMEDEPOT - AQ CENTER ROOF RAIN DRAIN REPAIR | 42.57 |
| US BANK PURCHASING CARD PROGRAM | KB HOMEDEPOT - AQ CENTER REPAIR PARTS | 77.90 |
| US BANK PURCHASING CARD PROGRAM | KB HOMEDEPOT - AQ CENTER ROOF RAIN DRAIN REPAIR | 58.84 |
| US BANK PURCHASING CARD PROGRAM | KB HOMEDEPOT - AQ CENTER ROOF RAIN DRAIN REPAIR | 13.99 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#2996 AQC | 233.49 |
| MOULTON NIGUEL WATER DIST | MAR'23 MTR#6054 AQC | 224.76 |
| ZOLL MEDICAL CORPORATION | AQ CTR - AED LICENSE | 519.00 |
| PEAK LIGHTING & ELECTRIC INC | MAY'23 AQC LIGHTING MAINTENANCE | 118.93 |
| TEAM ONE MANAGEMENT SERVICES | APR'23 AQC JANITORIAL SERVICES | 2,100.00 |
| HASA INC | MAY'23 AQC POOL CHEMICALS - CHLORINE | 870.87 |
| THE GAS COMPANY | APR'23 MTR#2349 AQC | 2,110.90 |
| PREMIER AQUATIC SERVICES | APR'23 AQ CTR REIMB AMAZON SPONGES FOR CLEANING | 5.92 |
| PREMIER AQUATIC SERVICES | FEB'23 AQ CTR REIMB HOME DEPOT BACKBOARD REPAIRS | 22.50 |
| PREMIER AQUATIC SERVICES | FEB'23 AQ CTR REIMB ABLE- ADA CHAIR COVER | 898.56 |
| PREMIER AQUATIC SERVICES | MAR'23 AQ CTR REIMB AMAZON SKIMMER BASKETS | 55.15 |
| PREMIER AQUATIC SERVICES | MAR'23 AQ CTR REIMB AMAZON UMBRELLAS - LIFEGUARDS | 198.64 |
| PREMIER AQUATIC SERVICES | FEB'23 AQ CTR REIMB 3 PROPANE REPLACEMENTS | 84.01 |
| PREMIER AQUATIC SERVICES | APR'23 AQ CTR REIMB DOLLAR TREE SEASONAL DECOS | 17.61 |
| PREMIER AQUATIC SERVICES | APR'23 AQ CTR REIMB AMAZON LIGHT BULBS FOR OFFICE | 93.27 |
| PREMIER AQUATIC SERVICES | MAR'23 AQ CTR REIMB STAPLES SIGNAGE FOR TRAINING | 38.87 |
| PREMIER AQUATIC SERVICES | MAR'23 AQ CTR REIMB RALPHS INSERVICE TRAINING | 44.44 |
| PREMIER AQUATIC SERVICES | MAR'23 AQ CTR REIMB COSTCO SNACKS STAFF TRAININGS | 79.98 |
| PREMIER AQUATIC SERVICES | APR'23 AQ CTR TARGET OFFICE SUPPLIES WATER FILTER | 52.36 |
| PREMIER AQUATIC SERVICES | APR'23 AQ CTR HOME DEPOT PLATFORM REPAIRS SWIM | 197.49 |
| PREMIER AQUATIC SERVICES | APR'23AQ CTR HOME DEPOT SHIPG MATLS-UMBRELLA MAINT | 33.79 |
| PREMIER AQUATIC SERVICES | JAN'23 AQ CTR REIMB CHEVRON PROPANE | 56.01 |
| PREMIER AQUATIC SERVICES | MAR'23 AQ CTR REIMB STAPLES OFFICE SUPPLIES | 90.88 |
| PREMIER AQUATIC SERVICES | JAN'23 AQ CTR REIMB DOLLAR TREE STAFF DECORATIONS | 5.39 |
| PREMIER AQUATIC SERVICES | FEB'23 AQ CTR TRADER JOES DECORATIONS -FACILITY | 16.15 |
| PREMIER AQUATIC SERVICES | MAR'23AQ CTR REIMB AMAZON SUPPLIES IN-WATER LESSON | 41.79 |
| PREMIER AQUATIC SERVICES | APR'23 AQ CTR REIMB COSTCO SNACKS/WATER-STAFF | 43.76 |
| PREMIER AQUATIC SERVICES | JAN'23 AQ CTR REIMB COSTCO STAFF SNACKS | 18.78 |
| PREMIER AQUATIC SERVICES | MAY'23 AQ CTR - COSTCO- CHIPS FOR RESALE | 33.98 |
| PREMIER AQUATIC SERVICES | MAY'23 AQ CTR - FEDEX- SHIPPING FOR POOL VACUUM | 336.16 |
| PREMIER AQUATIC SERVICES | MAY'23 AQ CTR - COSTCO- STAFF HEALTH SUPPORT | 74.22 |
| PREMIER AQUATIC SERVICES | MAY'23 AQ CTR - STAPLES- TONER | 107.73 |
| PREMIER AQUATIC SERVICES | NOV'22 AQ CTR - NIXY- WINTER APPAREL | 1,319.96 |
| PREMIER AQUATIC SERVICES | MAY'23 AQ CTR - KRAZY EDDY'S DONUTS - STAFF APPREC | 37.44 |
| ORIGINAL WATERMEN, INC | MAY'23 APPAREL FOR SUMMER SEASON | 7,741.84 |
| | **GEN-AQUATIC CENTER TOTAL:** | **37,332.07** |
| | **CITY FAC.-AQUATIC CENTER TOTAL:** | **36,123.77** |

## 311 - STREET IMPROVEMENTS

**STREETS & HIGHWAYS**

| | | |
|---|---|---|
| ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA | APR'23 ENTERPRISE REHAB - ACR TO AVP DESIGN | 1,873.62 |
| | **STREETS & HIGHWAYS TOTAL:** | **1,873.62** |
| | **STREET IMPROVEMENTS TOTAL:** | **1,873.62** |

## 331 - CAPITAL IMPROVEMENTS

**CAPITAL IMPROVEMENTS**

| | | |
|---|---|---|
| DIRECT SOURCE COMMUNICATION INC | CITY HALL SUITE 200 DATA INSTALLATION | 5,879.42 |
| | **CAPITAL IMPROVEMENTS TOTAL:** | **5,879.42** |
| | **CAPITAL IMPROVEMENTS TOTAL:** | **5,879.42** |

## 741 - RENEWABLE FARMS

| | | |
|---|---|---|
| AARON FLORA | APR'23 RENEWABLE FARMS RETENTION | (3,246.80) |
| | | **-3,246.80** |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| **RECREATION SERVICES** | | |
| AARON FLORA | APR'23 RENEWABLE FARMS PAYMENT | 32,468.00 |
| | **RECREATION SERVICES TOTAL:** | **32,468.00** |
| | **RENEWABLE FARMS TOTAL:** | **29,221.20** |
| | **GRAND TOTAL:** | **1,677,390.96** |

## Fund Summary

| Fund | Expense Amount | Payment Amount |
|---|---|---|
| 101 - GENERAL FUND | 1,444,957.29 | 1,444,957.29 |
| 102 - GEN. FD-CITY HALL | 21,424.35 | 21,424.35 |
| 103 - GF-AV RECREATION SERVICES | 27,976.59 | 27,976.59 |
| 203 - GAS TAX | 83,736.90 | 83,736.90 |
| 204 - MEASURE M | 2,562.00 | 2,562.00 |
| 215 - PUBLIC SAFETY GRANTS | 14,653.26 | 14,653.26 |
| 225 - INTEGRATED WASTE MGMT FD | 417.60 | 417.60 |
| 241 - TECHNOLOGY FUND | 2,550.00 | 2,550.00 |
| 251 - FEDERAL GRANTS | 6,014.96 | 6,014.96 |
| 261 - CITY FAC.-AQUATIC CENTER | 36,123.77 | 36,123.77 |
| 311 - STREET IMPROVEMENTS | 1,873.62 | 1,873.62 |
| 331 - CAPITAL IMPROVEMENTS | 5,879.42 | 5,879.42 |
| 741 - RENEWABLE FARMS | 29,221.20 | 29,221.20 |
| **Grand Total:** | **1,677,390.96** | **1,677,390.96** |

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 101 - GENERAL FUND | 1,444,957.29 |
| 102 - GEN. FD-CITY HALL | 21,424.35 |
| 103 - GF-AV RECREATION SERVICES | 27,976.59 |
| 203 - GAS TAX | 83,736.90 |
| 204 - MEASURE M | 2,562.00 |
| 215 - PUBLIC SAFETY GRANTS | 14,653.26 |
| 225 - INTEGRATED WASTE MGMT FD | 417.60 |
| 241 - TECHNOLOGY FUND | 2,550.00 |
| 251 - FEDERAL GRANTS | 6,014.96 |
| 261 - CITY FAC.-AQUATIC CENTER | 36,123.77 |
| 311 - STREET IMPROVEMENTS | 1,873.62 |
| 331 - CAPITAL IMPROVEMENTS | 5,879.42 |
| 741 - RENEWABLE FARMS | 29,221.20 |
| **Grand Total:** | **1,677,390.96** |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 101-1203-000 | ACCOUNTS RECEIVABLE | 12,888.75 |
| 101-1301-000 | PREPAID EXPENSES | 13,962.91 |
| 101-2505-000 | DENTAL INSURANCE PAY… | 2,424.58 |
| 101-2506-000 | MEDICAL INSURANCE PA… | 29,449.83 |
| 101-2507-000 | LIFE INSURANCE PAYABLE | 1,477.00 |
| 101-2508-000 | VISION INSURANCE PAYA… | 382.60 |
| 101-2602-000 | PLANNING DEPOSIT | 2,250.00 |
| 101-2603-000 | ENGINEERING DEPOSIT | 6,050.88 |
| 101-2606-000 | C & D DEPOSIT | 3,000.00 |
| 101-36420 | SMIP | 1,599.03 |
| 101-36425 | CASP CERT/TRNG | 103.20 |
| 101-36430 | BUILDING STANDARD FEE … | 448.20 |
| 101-37505 | INFORMATION TECHNOL… | -300.00 |
| 101-4-1101-4501-000 | ADVERTISING & PROMOT… | 350.00 |
| 101-4-1101-4511-000 | COMMUNICATION | 236.69 |
| 101-4-1101-4520-000 | MTGS/CONF./TRNG & DE… | 2,280.38 |
| 101-4-1101-4521-000 | MEMBERSHIP & DUES | 125.00 |
| 101-4-1501-4206-000 | MEDICAL INSURANCE | 151.00 |
| 101-4-1501-4511-000 | COMMUNICATION | 100.70 |
| 101-4-1501-4520-000 | MTGS/CONF./TRNG & DE… | 6,215.67 |
| 101-4-1501-4521-000 | MEMBERSHIP & DUES | 400.00 |
| 101-4-1501-4611-000 | PUBLICATIONS/REF MATE… | 286.00 |
| 101-4-1502-4781-000 | C.S-OTHER | 146,440.00 |
| 101-4-1503-4309-000 | OTHER CONTRACTUAL SE… | 1,135.00 |
| 101-4-1503-4520-000 | MTGS/CONF./TRNG & DE… | 157.90 |
| 101-4-1601-4303-000 | LEGAL NOTICES | 1,510.40 |
| 101-4-1601-4305-000 | TECHNOLOGY SERVICES | 1,097.11 |
| 101-4-1601-4520-000 | MTGS/CONF./TRNG & DE… | 93.00 |
| 101-4-1601-4612-000 | OPERATING SUPPLIES | 120.00 |
| 101-4-1601-4734-000 | CODIFICATION | 774.00 |
| 101-4-2501-4301-000 | PROFESSIONAL SERVICES | 3,852.80 |
| 101-4-2501-4305-000 | TECHNOLOGY SERVICES | 5,143.00 |
| 101-4-2501-4309-000 | OTHER CONTRACTUAL SE… | 1,039.40 |
| 101-4-3101-4225-000 | VEHICLE/CELL | 64.39 |
| 101-4-3101-4301-000 | PROFESSIONAL SERVICES | 1,616.67 |
| 101-4-3101-4305-000 | TECHNOLOGY SERVICES | 12,522.78 |
| 101-4-3101-4481-000 | COMPUTER EXPENSE | 8,105.18 |
| 101-4-3501-4421-000 | EQUIPMENT RENTAL | 1,855.59 |
| 101-4-3501-4431-000 | BUILDING & GROUND MA… | 410.79 |
| 101-4-3501-4471-000 | RENT | 492.22 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 101-4-3501-4512-000 | POSTAGE | 27.10 |
| 101-4-3501-4513-000 | PRINTING | 457.20 |
| 101-4-3501-4516-000 | FUEL | 476.40 |
| 101-4-3501-4542-000 | INTEREST EXPENSE - LEASE | 4.41 |
| 101-4-3501-4601-000 | SUPPLIES | 1,188.80 |
| 101-4-3501-4612-000 | OPERATING SUPPLIES | 1,218.54 |
| 101-4-4101-4206-000 | MEDICAL INSURANCE | 302.00 |
| 101-4-4101-4501-000 | ADVERTISING & PROMOT… | 39,543.37 |
| 101-4-4101-4520-000 | MTGS/CONF./TRNG & DE… | 488.44 |
| 101-4-4101-4524-000 | RECREATION-SENIOR TRA… | 640.50 |
| 101-4-4101-4527-000 | REC-CITY SPECIAL EVENTS | 716.66 |
| 101-4-4101-4529-000 | REC-YOUTH PROGRAMS | 2,000.00 |
| 101-4-4101-4530-000 | COMMUNITY GRANTS | 1,500.00 |
| 101-4-4101-4533-000 | COMMUNITY ASSISTANCE… | 1,000.00 |
| 101-4-4101-4601-000 | SUPPLIES | 1,278.80 |
| 101-4-4102-4411-000 | UTILITIES | 561.23 |
| 101-4-4102-4431-000 | BUILDING & GROUND MA… | 8,656.98 |
| 101-4-4103-4309-000 | OTHER CONTRACTUAL SE… | 100.00 |
| 101-4-4103-4411-000 | UTILITIES | 977.26 |
| 101-4-4103-4431-000 | BUILDING & GROUND MA… | 2,419.00 |
| 101-4-4401-4206-000 | MEDICAL INSURANCE | 151.00 |
| 101-4-4401-4309-000 | OTHER CONTRACTUAL SE… | 10,750.00 |
| 101-4-4401-4520-000 | MTGS/CONF./TRNG & DE… | 50.00 |
| 101-4-4401-4521-000 | MEMBERSHIP & DUES | 125.00 |
| 101-4-4401-4532-000 | SPECIAL PROJECTS | 45.00 |
| 101-4-4402-4751-000 | C.S-BUILDING | 40,428.00 |
| 101-4-4403-4761-000 | C.S-CODE ENFORCEMENT | 8,663.38 |
| 101-4-4501-4471-000 | RENT | 1,035.00 |
| 101-4-4501-4520-000 | MTGS/CONF/TRNG & DEV | 650.00 |
| 101-4-4501-4612-000 | OPERATING SUPPLIES | 120.72 |
| 101-4-4501-4701-000 | NPDES | 14,968.44 |
| 101-4-4501-4702-000 | AB939-SOLID WASTE | 7,756.30 |
| 101-4-4501-4741-000 | C.S-CITY ENGINEERING | 997.60 |
| 101-4-4503-4771-000 | C.S-STREET MAINTENANCE | 27,141.79 |
| 101-4-5101-4308-000 | LAW ENFORCEMENT | 818,314.17 |
| 101-4-5102-4462-000 | EQUIP MAINT-800MHZ M… | 69.50 |
| 101-4-5102-4511-000 | COMMUNICATION | 45.33 |
| 101-4-5102-4516-000 | FUEL | 1,601.59 |
| 101-4-5102-4517-000 | VEHICLE MAINTENANCE | 2,988.26 |
| 101-4-5102-4612-000 | OPERATING SUPPLIES | 232.51 |
| 101-4-5102-4721-000 | C.S-CROSSING GUARDS | 58,860.42 |
| 101-4-5103-4471-000 | RENT | 25.00 |
| 101-4-5103-4612-000 | OPERATING SUPPLIES | 34.88 |
| 101-4-5301-4722-000 | C.S-ANIMAL CARE SERVIC… | 115,759.09 |
| 101-4-5401-4612-000 | OPERATING SUPPLIES | 274.97 |
| 102-4-3501-4411-000 | UTILITIES | 6,387.98 |
| 102-4-3501-4431-000 | BUILDING & GROUND MA… | 15,036.37 |
| 103-4-4105-4305-000 | TECHNOLOGY SERVICES | 5,454.41 |
| 103-4-4105-4309-000 | OTHER CONTRACTUAL SE… | 5,774.60 |
| 103-4-4105-4411-000 | UTILITIES | 1,207.27 |
| 103-4-4105-4431-000 | BUILDING & GROUND MA… | 11,453.41 |
| 103-4-4105-4451-000 | FARM OPERATING EXPEN… | 1,462.35 |
| 103-4-4105-4511-000 | COMMUNICATION | 221.56 |
| 103-4-4105-4561-000 | TAXES/FEES/PERMITS | 413.62 |
| 103-4-4105-4570-000 | CITY CAMP EXPENSE | 1,350.02 |
| 103-4-4105-4601-000 | SUPPLIES | 597.01 |
| 103-4-4105-4612-000 | OPERATING SUPPLIES | 42.34 |
| 203-4-4502-4301-000 | PROFESSIONAL SERVICES | 2,910.00 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 203-4-4503-4411-000 | UTILITIES | 25,039.46 |
| 203-4-4503-4771-000 | C.S-STREET MAINTENANCE | 47,118.78 |
| 203-4-4503-4772-000 | C.S-STREET SWEEPING | 8,668.66 |
| 204-4-6104-4309-000 | OTHER CONTRACTUAL SE… | 2,562.00 |
| 215-4-5102-4803-000 | PUBLIC SAFETY EQUIPME… | 14,653.26 |
| 225-4-6125-4309-000 | OTHER CONTRACTUAL SE… | 417.60 |
| 241-4-6141-4481-000 | IT/COMPUTER EQUIPME… | 2,550.00 |
| 251-4-6131-4309-000 | OTHER CONTRACTUAL SE… | 6,014.96 |
| 261-2103-000 | RETENTIONS PAYABLE | -1,208.30 |
| 261-4-6161-7301-000 | COST OF F&B | 33.98 |
| 261-4-6161-7401-000 | EQUIPMENT MAINTENAN… | 2,424.31 |
| 261-4-6161-7411-000 | UTILITIES | 7,581.43 |
| 261-4-6161-7421-000 | BUILDING & GROUND MA… | 3,063.77 |
| 261-4-6161-7425-000 | POOL MAINTENANCE | 2,008.11 |
| 261-4-6161-7431-000 | SUPPLIES | 181.95 |
| 261-4-6161-7433-000 | OPERATING SUPPLIES | 9,259.77 |
| 261-4-6161-7440-000 | METINGS/CONFERENCES/… | 219.51 |
| 261-4-6161-7445-000 | FEES & PERMITS | 476.24 |
| 261-4-6161-7451-000 | MANAGEMENT FEES | 12,083.00 |
| 311-4-8301-5501-000 | DESIGN | 1,873.62 |
| 331-4-8701-5910-000 | IMPROVEMENTS | 5,879.42 |
| 741-2103-000 | RETENTIONS PAYABLE | -3,246.80 |
| 741-4-4105-4451-000 | AV FARM OPERATING EXP… | 32,468.00 |
| | **Grand Total:** | **1,677,390.96** |

## Project Account Summary

| Project Account Key | Payment Amount |
|---|---|
| **None** | 1,627,951.23 |
| 0014701 | 14,968.44 |
| 0575910 | 5,879.42 |
| 10004309 | 6,014.96 |
| 1285501 | 1,873.62 |
| 8994761 | 8,663.38 |
| 9024612 | 108.63 |
| 9264520 | 497.33 |
| 9294520 | 1,372.33 |
| 9304520 | 410.72 |
| 9974570 | 1,350.02 |
| ENG 2230 | 100.75 |
| ENG 2241 | 100.75 |
| ENG 2243 | 375.27 |
| ENG 2247 | 75.56 |
| ENG 2250 | 756.11 |
| ENG 2251 | 250.18 |
| ENG 2253 | 437.82 |
| ENG 5003 | 151.13 |
| ENG 5004 | 2,468.37 |
| ENG 5005 | 251.88 |
| ENG 5049 | 705.25 |
| ENG 5064 | 302.25 |
| ENG 5067 | 75.56 |
| SDP-2022-0004 | 2,250.00 |
| **Grand Total:** | **1,677,390.96** |

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

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

SUBJECT: TREASURER'S STATEMENT – APRIL 2023

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**Recommended Action:**

Receive and file the April 2023 Treasurer's Statement.

**Fiscal Impact:**

No Fiscal Impact.

**Background:**

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

**Discussion:**

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

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

**Attachment:**

1. April 2023 Treasurer's Statement

# CITY OF ALISO VIEJO
## TREASURER'S MONTHLY CASH STATEMENT

**April 30, 2023**

| | BEGINNING BALANCE | RECEIPTS | DISBURSEMENTS | TRANSFERS IN (OUT) | ENDING BALANCE | |
|---|---|---|---|---|---|---|
| GENERAL FUND | $ 2,373,472.20 | $ 3,683,548.45 | $ 3,293,463.97 | $ - | $ 2,763,556.68 | |
| TCRF | $ 68,861.61 | | | | 68,861.61 | |
| GAS TAX FUND | $ 793,590.04 | 90,057.53 | 63,996.54 | | 819,651.03 | |
| MEASURE M | $ 794,085.53 | | 2,534.00 | | 791,551.53 | |
| SB1-RMRA | $ 176,884.81 | 97,874.33 | | | 274,759.14 | |
| PUBLIC SAFETY GRANTS | $ 212,823.00 | 1,885.83 | 7,947.26 | | 206,761.57 | (1) |
| AIR QUALITY IMPRVMNT FD | $ 1,177,144.78 | | | | 1,177,144.78 | |
| INTEGRATED WASTE MGMT FD | $ 82,343.11 | 12,968.00 | | | 95,311.11 | |
| OTHER GRANTS | $ (154,028.55) | | | | (154,028.55) | |
| TECHNOLOGY GRANT | $ 275,711.53 | | 5,415.14 | | 270,296.39 | |
| DEVELOPMENT IMPACT | $ 1,350,323.88 | | 1,000.00 | | 1,349,323.88 | |
| FEDERAL GRANTS | $ (32,551.92) | 31,639.13 | 14,016.04 | | (14,928.83) | |
| CITY FACILITY - AV CTR | $ 179,758.92 | | | | 179,758.92 | |
| CITY FACILITY - AQUATIC CTR | $ (137,885.50) | 73,613.35 | 85,571.18 | | (149,843.33) | |
| STREET IMPROVEMENTS | $ 119,154.69 | 5,782.50 | 116,813.00 | | 8,124.19 | (2) |
| CAPITAL IMPROVEMENTS | $ - | | | | - | (2) |
| STORM WATER | $ 505.34 | | | | 505.34 | (2) |
| COP CAPITAL | $ - | | | | - | (2) |
| COP | $ (6,264.94) | 202,602.35 | 204,807.49 | | (8,470.08) | |
| AV RANCH FOUNDATION | $ 100.00 | | | | 100.00 | |
| CFD 2005-01 | $ (3,343.00) | 795,477.01 | 798,390.46 | | (6,256.45) | |
| RENEWABLE FARMS | $ 41,575.02 | 34,381.50 | 19,135.50 | | 56,821.02 | |
| COMMUNITY TRUST | $ 7,540.68 | | | | 7,540.68 | |
| **TOTALS** | **$ 7,319,801.23** | **$ 5,029,829.98** | **$ 4,613,090.58** | **$ -** | **$ 7,736,540.63** | |

**SUMMARY OF CASH:**

| | | | |
|---|---|---|---|
| DEMAND DEPOSITS: | GENERAL ACCOUNT | $ 2,035,141.24 | |
| SAVINGS ACCOUNT: | MONEY MARKET | $ 25,876.48 | |
| INVESTMENTS: | LOCAL AGENCY INVESTMENT FD | $ 5,675,522.91 | |
| | **TOTAL CASH** | | **$ 7,736,540.63** |

| | |
|---|---|
| Years to Maturity for April 2023 | 1.54 |
| Weighted Average Yield for April 2023 | 3.220% |

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

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

| | | | |
|---|---|---|---|
| Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center. | | | **$ 36,305,488.35** |
| Cash With Fiscal Agent | COPS/CFD 2005-01 | 4,780,434.19 | |
| Cash With Investment Advisor | City Investments | 28,874,247.65 | |
| AV Center | | 2,440,195.42 | |
| PR Account | | 207,852.71 | |
| Petty Cash | | 2,758.38 | |
| | **GRAND TOTAL OF CITY FUNDS** | | **$ 44,042,028.98** |

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

(2) Transfers in and out are done on a quarterly basis.
Street Improvements include the Slurry Seal, Traffic Management and Street Improvement Projects.
Capital Improvements include City Hall, AV Ranch, and other city facilities.
Storm Water includes the Dairy Fork and Wood Canyon Emergent Wetland Project.

## Portfolio Summary

**City of Aliso Viejo** **April 30, 2023**

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Days to Maturity | Book YTM |
|---|---|---|---|---|---|---|
| Certificates of Deposit | 5,145,000.00 | 4,843,981.29 | 5,139,029.35 | 14.87 | 793 | 1.75 |
| Corporate Bonds | 2,000,000.00 | 1,939,333.99 | 2,000,620.00 | 5.79 | 426 | 1.93 |
| LAIF | 5,675,522.91 | 5,675,522.91 | 5,675,522.91 | 16.43 | 1 | 2.87 |
| U.S. Agencies | 13,435,000.00 | 12,992,950.30 | 13,041,852.30 | 37.75 | 548 | 3.80 |
| U.S. Treasuries | 9,150,000.00 | 8,702,583.68 | 8,692,746.00 | 25.16 | 847 | 3.74 |
| | **35,405,522.91** | **34,154,372.16** | **34,549,770.56** | **100.00** | **563** | **3.22** |

**Investments**

| Total Earnings | April 30 Month Ending | Fiscal Year To Date |
|---|---|---|
| Current Year | 50,488.19 | 515,765.45 |
| Average Daily Balance | 33,694,479.37 | 32,820,672.65 |
| Book Rate of Return | 1.82% | 1.89% |

| CUSIP | Issuer<br>Coupon Rate | Maturity Date<br>Call Date | Remaining<br>Par Value | Settle Date<br>Book Yield | Original Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port<br>Gain/Loss | Moody/S&P<br>Fitch | WAM<br>Eff. Dur. |
|---|---|---|---|---|---|---|---|---|---|---|
| **Certificates of Deposit** | | | | | | | | | | |
| 27002YEX0 | EagleBank | 03/20/2024 | 245,000.00 | 03/20/2020 | 244,510.00 | 97.09 | 237,864.31 | 0.71% | NR/NR | 0.89 |
| | 1.550% | | | 1.60% | 244,510.00 | 5.48% | 114.45 | -6,645.69 | NR | 0.96 |
| 05465DAK4 | Axos Bank | 03/26/2024 | 245,000.00 | 03/26/2020 | 245,000.00 | 97.12 | 237,954.42 | 0.71% | NR/NR | 0.91 |
| | 1.650% | | | 1.65% | 245,000.00 | 5.46% | 55.38 | -7,045.58 | NR | 0.97 |
| 15118RUV7 | Celtic Bank | 04/17/2024 | 245,000.00 | 04/17/2020 | 245,000.00 | 96.71 | 236,938.90 | 0.71% | NR/NR | 0.97 |
| | 1.400% | | | 1.40% | 245,000.00 | 5.45% | 131.56 | -8,061.10 | NR | 1.03 |
| 32110YPS8 | First National Bank of America | 04/22/2024 | 245,000.00 | 04/23/2020 | 244,522.25 | 96.52 | 236,474.38 | 0.71% | NR/NR | 0.98 |
| | 1.250% | | | 1.30% | 244,522.25 | 5.45% | 75.51 | -8,047.87 | NR | 1.04 |
| 15201QDF1 | CenterState Bank | 04/30/2024 | 245,000.00 | 04/30/2020 | 244,522.25 | 96.43 | 236,251.36 | 0.71% | NR/NR | 1.00 |
| | 1.200% | | | 1.25% | 244,522.25 | 5.43% | 1,474.02 | -8,270.89 | NR | 1.07 |
| 58404DGU9 | Medallion Bank | 04/30/2024 | 245,000.00 | 04/30/2020 | 244,522.25 | 96.43 | 236,251.36 | 0.71% | NR/NR | 1.00 |
| | 1.200% | | | 1.25% | 244,522.25 | 5.43% | 1,474.02 | -8,270.89 | NR | 1.07 |
| 538036JN5 | Live Oak Banking | 08/28/2024 | 245,000.00 | 02/28/2020 | 244,529.60 | 95.80 | 234,699.72 | 0.71% | NR/NR | 1.33 |
| | 1.650% | | | 1.69% | 244,529.60 | 5.26% | 332.26 | -9,829.88 | NR | 1.39 |
| 856285RU7 | State Bank of India | 11/27/2024 | 245,000.00 | 12/06/2019 | 245,000.00 | 95.58 | 234,174.80 | 0.71% | NR/NR | 1.58 |
| | 2.000% | | | 2.00% | 245,000.00 | 5.16% | 2,080.82 | -10,825.20 | NR | 1.61 |
| 61760A4F3 | Morgan Stanley Private Bank | 12/12/2024 | 245,000.00 | 12/13/2019 | 244,416.90 | 95.38 | 233,675.82 | 0.71% | NR/NR | 1.62 |
| | 1.950% | | | 2.00% | 244,416.90 | 5.16% | 1,832.47 | -10,741.08 | NR | 1.65 |
| 61690UUJ7 | Morgan Stanley Bank | 02/27/2025 | 245,000.00 | 02/28/2020 | 244,416.90 | 94.51 | 231,540.49 | 0.71% | NR/NR | 1.83 |
| | 1.800% | | | 1.85% | 244,416.90 | 5.11% | 761.18 | -12,876.41 | NR | 1.86 |
| 14042RPG0 | Capital One Bank NA | 04/08/2025 | 245,000.00 | 04/09/2020 | 244,412.00 | 93.79 | 229,775.65 | 0.71% | NR/NR | 1.94 |
| | 1.600% | | | 1.65% | 244,412.00 | 5.10% | 225.53 | -14,636.35 | NR | 1.96 |
| 33847E3J4 | Flagstar Bank | 05/15/2025 | 245,000.00 | 05/15/2020 | 245,000.00 | 92.15 | 225,755.90 | 0.71% | NR/NR | 2.04 |
| | 0.900% | | | 0.90% | 245,000.00 | 5.12% | 1,008.86 | -19,244.10 | NR | 2.09 |
| 866264DP6 | Summit State Bank | 05/15/2025 | 245,000.00 | 05/18/2020 | 244,402.20 | 92.05 | 225,520.01 | 0.71% | NR/NR | 2.04 |
| | 0.850% | | | 0.90% | 244,402.20 | 5.12% | 952.82 | -18,882.19 | NR | 2.09 |
| 89235MJS1 | Toyota Financial Savings Bank | 06/30/2025 | 245,000.00 | 06/30/2020 | 245,000.00 | 91.48 | 224,135.44 | 0.71% | NR/NR | 2.17 |
| | 0.800% | | | 0.73% | 245,000.00 | 5.13% | 660.49 | -20,864.56 | NR | 2.22 |
| 59013KLQ7 | Merrick Bank | 12/30/2025 | 245,000.00 | 12/30/2020 | 245,000.00 | 88.98 | 217,989.02 | 0.71% | NR/NR | 2.67 |
| | 0.550% | | | 0.55% | 245,000.00 | 5.15% | 118.14 | -27,010.98 | NR | 2.72 |
| 02007GXG3 | Ally Bank | 08/04/2026 | 245,000.00 | 08/04/2022 | 245,000.00 | 95.67 | 234,388.01 | 0.71% | NR/NR | 3.27 |
| | 3.450% | | | 3.45% | 245,000.00 | 4.99% | 1,991.55 | -10,611.99 | NR | 3.11 |
| 90348JR93 | UBS Bank USA | 08/11/2026 | 245,000.00 | 08/11/2021 | 245,000.00 | 88.05 | 215,715.27 | 0.71% | NR/NR | 3.28 |
| | 0.950% | | | 0.95% | 245,000.00 | 5.07% | 127.53 | -29,284.73 | NR | 3.30 |
| 38149MYB3 | Goldman Sachs Bank | 08/11/2026 | 245,000.00 | 08/11/2021 | 245,000.00 | 88.29 | 216,305.83 | 0.71% | NR/NR | 3.28 |
| | 1.000% | | | 1.00% | 245,000.00 | 5.06% | 530.27 | -28,694.17 | NR | 3.29 |
| 254673N44 | Discover Bank | 07/29/2027 | 245,000.00 | 08/03/2022 | 245,000.00 | 95.13 | 233,073.66 | 0.71% | NR/NR | 4.25 |
| | 3.500% | | | 3.50% | 245,000.00 | 4.89% | 2,161.37 | -11,926.34 | NR | 3.96 |

| CUSIP | Issuer<br>Coupon Rate | Maturity Date<br>Call Date | Remaining<br>Par Value | Settle Date<br>Book Yield | Original Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port<br>Gain/Loss | Moody/S&P<br>Fitch | WAM<br>Eff. Dur. |
|---|---|---|---|---|---|---|---|---|---|---|
| **Certificates of Deposit** | | | | | | | | | | |
| 87164XN93 | Synchrony Bank | 08/05/2027 | 245,000.00 | 08/05/2022 | 245,000.00 | 95.10 | 233,007.22 | 0.71% | NR/NR | 4.27 |
| | 3.500% | | | 3.50% | 245,000.00 | 4.89% | 1,996.92 | -11,992.78 | NR | 3.98 |
| 02589ADQ2 | American Express National Bank | 08/10/2027 | 245,000.00 | 08/12/2022 | 243,775.00 | 94.89 | 232,489.70 | 0.71% | NR/NR | 4.28 |
| | 3.450% | | | 3.56% | 243,775.00 | 4.89% | 1,852.60 | -11,285.30 | NR | 4.00 |
| | | | | | **5,139,029.35** | | **4,843,981.29** | **14.87%** | | **2.17** |
| **Total Certificates of Deposit** | | | **5,145,000.00** | **1.75%** | **5,139,029.35** | **5.18%** | **19,957.75** | **-295,048.08** | | **2.16** |
| **Corporate Bonds** | | | | | | | | | | |
| 594918BQ6 | Microsoft | 08/08/2023 | 500,000.00 | 12/06/2019 | 503,635.00 | 99.29 | 496,428.78 | 1.46% | Aaa/AAA | 0.27 |
| | 2.000% | 06/08/2023 | | 1.79% | 503,635.00 | 5.39% | 2,305.56 | -7,206.23 | NR | 0.34 |
| 30231GBC5 | Exxon Mobil | 08/16/2024 | 500,000.00 | 12/12/2019 | 501,615.00 | 96.76 | 483,791.89 | 1.45% | Aa2/AA- | 1.30 |
| | 2.019% | 07/16/2024 | | 1.95% | 501,615.00 | 4.88% | 2,103.12 | -17,823.11 | NR | 1.32 |
| 037833DM9 | Apple | 09/11/2024 | 500,000.00 | 12/06/2019 | 497,165.00 | 96.54 | 482,688.92 | 1.44% | Aaa/AA+ | 1.37 |
| | 1.800% | 08/11/2024 | | 1.92% | 497,165.00 | 4.67% | 1,250.00 | -14,476.08 | NR | 1.39 |
| 64952WDL4 | New York Life | 01/22/2025 | 500,000.00 | 01/22/2020 | 498,205.00 | 95.28 | 476,424.41 | 1.44% | Aaa/AA+ | 1.73 |
| | 2.000% | | | 2.08% | 498,205.00 | 4.99% | 2,750.00 | -21,780.60 | AAA | 1.73 |
| | | | | | **2,000,620.00** | | **1,939,333.99** | **5.79%** | | **1.17** |
| **Total Corporate Bonds** | | | **2,000,000.00** | **1.93%** | **2,000,620.00** | **4.98%** | **8,408.68** | **-61,286.02** | | **1.19** |
| **LAIF** | | | | | | | | | | |
| 9830007 | LAIF | 05/01/2023 | 5,675,522.91 | 04/25/2023 | 5,675,522.91 | 1.00 | 5,675,522.91 | 16.43% | NR/NR | 0.00 |
| | 2.870% | | | 2.87% | 5,675,522.91 | 2.87% | 0.00 | 0.00 | NR | 0.00 |
| | | | | | **5,675,522.91** | | **5,675,522.91** | **16.43%** | | **0.00** |
| **Total LAIF** | | | **5,675,522.91** | **2.87%** | **5,675,522.91** | **2.87%** | **0.00** | **0.00** | | **0.00** |
| **U.S. Agencies** | | | | | | | | | | |
| 313384FS3 | FHLB | 05/17/2023 | 2,000,000.00 | 02/23/2023 | 1,978,143.34 | 99.76 | 1,995,203.08 | 5.73% | P-1/A-1+ | 0.05 |
| | 0.000% | | | 4.79% | 1,978,143.34 | 13.13% | 0.00 | 17,059.74 | F1+ | 0.13 |
| 313384FT1 | FHLB | 05/18/2023 | 2,000,000.00 | 12/22/2022 | 1,963,086.66 | 99.75 | 1,994,950.94 | 5.68% | P-1/A-1+ | 0.05 |
| | 0.000% | | | 4.61% | 1,963,086.66 | 12.66% | 0.00 | 31,864.28 | F1+ | 0.13 |
| 3130ASCC1 | FHLB | 06/23/2023 | 1,000,000.00 | 06/23/2022 | 1,000,000.00 | 99.66 | 996,610.14 | 2.89% | Aaa/AA+ | 0.15 |
| | 3.000% | 12/23/2022 | | 3.00% | 1,000,000.00 | 5.85% | 10,666.67 | -3,389.86 | AAA | 0.22 |

| CUSIP | Issuer<br>Coupon Rate | Maturity Date<br>Call Date | Remaining<br>Par Value | Settle Date<br>Book Yield | Original Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port<br>Gain/Loss | Moody/S&P<br>Fitch | WAM<br>Eff. Dur. |
|---|---|---|---|---|---|---|---|---|---|---|
| **U.S. Agencies** | | | | | | | | | | |
| 313384LZ0 | FHLB<br>0.000% | 09/21/2023 | 500,000.00 | 04/28/2023<br>5.02% | 490,023.34<br>490,023.34 | 98.07<br>5.16% | 490,374.19<br>0.00 | 1.42%<br>350.85 | P-1/A-1+<br>F1+ | 0.39<br>0.00 |
| 3130A3VC5 | FHLB<br>2.250% | 12/08/2023 | 500,000.00 | 02/20/2020<br>1.44% | 514,900.00<br>514,900.00 | 98.40<br>5.12% | 491,976.47<br>4,468.75 | 1.49%<br>-22,923.53 | Aaa/AA+<br>AAA | 0.61<br>0.66 |
| 313384RQ4 | FHLB<br>0.000% | 01/10/2024 | 1,700,000.00 | 03/13/2023<br>5.27% | 1,627,742.91<br>1,627,742.91 | 96.75<br>5.41% | 1,644,771.54<br>0.00 | 4.71%<br>17,028.63 | P-1/A-1+<br>F1+ | 0.70<br>0.78 |
| 3133ELNE0 | FFCB<br>1.430% | 02/14/2024 | 500,000.00 | 02/14/2020<br>1.47% | 499,245.00<br>499,245.00 | 97.25<br>5.16% | 486,232.51<br>1,529.31 | 1.45%<br>-13,012.50 | Aaa/AA+<br>AAA | 0.79<br>0.84 |
| 3133ELG99 | FFCB<br>0.375% | 06/10/2024 | 500,000.00 | 06/10/2020<br>0.46% | 498,220.00<br>498,220.00 | 95.38<br>4.82% | 476,911.18<br>734.38 | 1.44%<br>-21,308.83 | Aaa/AA+<br>AAA | 1.12<br>1.16 |
| 3133ELCP7 | FFCB<br>1.625% | 12/03/2024 | 235,000.00 | 12/09/2019<br>1.72% | 233,926.05<br>233,926.05 | 95.68<br>4.52% | 224,837.98<br>1,569.93 | 0.68%<br>-9,088.07 | Aaa/AA+<br>AAA | 1.60<br>1.61 |
| 3137EAEX3 | FHLMC<br>0.375% | 09/23/2025 | 500,000.00 | 10/20/2020<br>0.48% | 497,505.00<br>497,505.00 | 91.44<br>4.28% | 457,194.60<br>197.92 | 1.44%<br>-40,310.41 | Aaa/AA+<br>AAA | 2.40<br>2.41 |
| 3130AK5J1 | FHLB<br>0.700% | 09/18/2026<br>05/05/2023 | 1,000,000.00 | 02/16/2023<br>4.61% | 872,060.00<br>872,060.00 | 89.45<br>4.44% | 894,504.13<br>836.11 | 2.52%<br>22,444.13 | Aaa/AA+<br>AAA | 3.39<br>3.33 |
| 3130ASD63 | FHLB<br>3.250% | 06/28/2027<br>06/28/2024 | 1,000,000.00 | 06/28/2022<br>3.25% | 1,000,000.00<br>1,000,000.00 | 96.43<br>4.46% | 964,321.57<br>11,104.17 | 2.89%<br>-35,678.43 | Aaa/AA+<br>AAA | 4.16<br>3.13 |
| 3133EPAU9 | FFCB<br>3.875% | 07/14/2027 | 1,000,000.00 | 02/16/2023<br>4.12% | 990,390.00<br>990,390.00 | 100.39<br>3.89% | 1,003,864.84<br>8,288.19 | 2.87%<br>13,474.84 | Aaa/AA+<br>AAA | 4.21<br>3.86 |
| 3136G4X99 | FNMA<br>0.740% | 08/25/2027<br>08/25/2023 | 1,000,000.00 | 04/06/2023<br>3.82% | 876,610.00<br>876,610.00 | 87.12<br>3.87% | 871,197.15<br>1,356.67 | 2.54%<br>-5,412.85 | Aaa/AA+<br>AAA | 4.32<br>0.00 |
| | | | | | **13,041,852.30** | | **12,992,950.30** | **37.75%** | | **1.50** |
| **Total U.S. Agencies** | | | **13,435,000.00** | **3.80%** | **13,041,852.30** | **7.24%** | **40,752.10** | **-48,902.01** | | **1.13** |
| **U.S. Treasuries** | | | | | | | | | | |
| 912796ZZ5 | U.S. Treasury<br>0.000% | 07/20/2023 | 1,500,000.00 | 01/20/2023<br>4.82% | 1,464,950.87<br>1,464,950.87 | 98.86<br>6.44% | 1,482,959.06<br>0.00 | 4.24%<br>18,008.19 | P-1/A-1+<br>F1+ | 0.22<br>0.30 |
| 912796Y37 | U.S. Treasury<br>0.000% | 08/03/2023 | 1,000,000.00 | 02/16/2023<br>4.89% | 977,972.87<br>977,972.87 | 98.64<br>6.31% | 986,441.02<br>0.00 | 2.83%<br>8,468.15 | P-1/A-1+<br>F1+ | 0.26<br>0.34 |
| 912828T91 | U.S. Treasury<br>1.625% | 10/31/2023 | 500,000.00 | 12/09/2019<br>1.62% | 500,175.78<br>500,175.78 | 98.39<br>5.27% | 491,933.60<br>4,084.58 | 1.45%<br>-8,242.19 | Aaa/AA+<br>AAA | 0.50<br>0.56 |
| 91282CFE6 | U.S. Treasury<br>3.125% | 08/15/2025 | 1,000,000.00 | 01/13/2023<br>3.94% | 980,078.13<br>980,078.13 | 98.04<br>4.07% | 980,429.69<br>6,474.45 | 2.84%<br>351.56 | Aaa/AA+<br>AAA | 2.30<br>2.24 |
| 91282CCF6 | U.S. Treasury<br>0.750% | 05/31/2026 | 1,000,000.00 | 06/13/2022<br>3.01% | 915,976.56<br>915,976.56 | 91.11<br>3.98% | 911,132.81<br>3,131.87 | 2.65%<br>-4,843.75 | Aaa/AA+<br>AAA | 3.09<br>3.05 |

| CUSIP | Issuer<br>Coupon Rate | Maturity Date<br>Call Date | Remaining<br>Par Value | Settle Date<br>Book Yield | Original Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port<br>Gain/Loss | Moody/S&P<br>Fitch | WAM<br>Eff. Dur. |
|---|---|---|---|---|---|---|---|---|---|---|
| **U.S. Treasuries** | | | | | | | | | | |
| 91282CCJ8 | U.S. Treasury<br>0.875% | 06/30/2026 | 1,000,000.00 | 06/29/2022<br>3.20% | 913,125.00<br>913,125.00 | 91.39<br>3.96% | 913,906.25<br>2,924.72 | 2.64%<br>781.25 | Aaa/AA+<br>AAA | 3.17<br>3.12 |
| 91282CCP4 | U.S. Treasury<br>0.625% | 07/31/2026 | 1,100,000.00 | 01/13/2023<br>3.73% | 987,292.97<br>987,292.97 | 90.39<br>3.96% | 994,296.88<br>1,709.25 | 2.86%<br>7,003.91 | Aaa/AA+<br>AAA | 3.25<br>3.22 |
| 912828X88 | U.S. Treasury<br>2.375% | 05/15/2027 | 1,000,000.00 | 06/29/2022<br>3.20% | 962,851.56<br>962,851.56 | 95.05<br>3.81% | 950,546.88<br>10,956.49 | 2.79%<br>-12,304.68 | Aaa/AA+<br>AAA | 4.04<br>3.81 |
| 9128282R0 | U.S. Treasury<br>2.250% | 08/15/2027 | 1,050,000.00 | 01/13/2023<br>3.60% | 990,322.27<br>990,322.27 | 94.38<br>3.78% | 990,937.50<br>4,894.68 | 2.87%<br>615.23 | Aaa/AA+<br>AAA | 4.30<br>4.07 |
| | | | | | **8,692,746.00** | | **8,702,583.68** | **25.16%** | | **2.32** |
| **Total U.S. Treasuries** | | | **9,150,000.00** | **3.74%** | **8,692,746.00** | **4.69%** | **34,176.04** | **9,837.67** | | **2.27** |
| | | | | | **34,549,770.56** | | **34,154,372.16** | **100.00%** | | **1.54** |
| **TOTAL PORTFOLIO** | | | **35,405,522.91** | **3.22%** | **34,549,770.56** | **5.44%** | **103,294.57** | **-395,398.44** | | **1.39** |

| | |
|---|---|
| **TOTAL MARKET VALUE PLUS ACCRUED INTEREST** | **34,257,666.73** |

# Transaction Report

**City of Aliso Viejo** | **April 01, 2023 - April 30, 2023**

| Transaction Date | Transaction Type | Security ID | Security Description | Maturity Date | Purchases | Redemptions | Interest | Deposits | Withdrawals |
|---|---|---|---|---|---|---|---|---|---|
| 04/03/2023 | Interest | 538036JN5 | LIVOAK 1.65 08/28/24 | 08/28/2024 | - | - | 343.34 | - | - |
| 04/03/2023 | Maturity | 313384DW6 | FHLB DISCOUNT NT | 04/03/2023 | - | 1,000,000.00 | - | - | - |
| 04/06/2023 | Purchase | 3136G4X99 | FNMA 0.74 08/25/27 | 08/25/2027 | -876,610.00 | - | -842.78 | - | - |
| 04/10/2023 | Interest | 14042RPG0 | COF 1.6 04/08/25 | 04/08/2025 | - | - | 1,943.89 | - | - |
| 04/11/2023 | Interest | 90348JR93 | UBS 0.95 08/11/26 | 08/11/2026 | - | - | 197.68 | - | - |
| 04/11/2023 | Withdrawal | | LAIF Withdrawal | | - | - | - | - | -250,000.00 |
| 04/14/2023 | Purchase | 9830007 | LAIF | | -38,982.74 | - | - | - | - |
| 04/14/2023 | Interest | 9830007 | LAIF | | - | - | 38,982.74 | - | - |
| 04/17/2023 | Interest | 15118RUV7 | CELTIC 1.4 04/17/24 | 04/17/2024 | - | - | 291.32 | - | - |
| 04/20/2023 | Interest | 27002YEX0 | EGBN 1.55 03/20/24 | 03/20/2024 | - | - | 322.53 | - | - |
| 04/24/2023 | Interest | 32110YPS8 | FNAMER 1 1/4 04/22/24 | 04/22/2024 | - | - | 260.10 | - | - |
| 04/25/2023 | Deposit | | LAIF Deposit | | - | - | - | 500,000.00 | - |
| 04/26/2023 | Interest | 05465DAK4 | BOFI 1.65 03/26/24 | 03/26/2024 | - | - | 343.34 | - | - |
| 04/28/2023 | Purchase | 313384LZ0 | FHLB DISCOUNT NT | 09/21/2023 | -490,023.33 | - | - | - | - |
| **Grand Total:** | | | | | **-1,405,616.07** | **1,000,000.00** | **41,842.16** | **500,000.00** | **-250,000.00** |

California State Treasurer
**Fiona Ma, CPA**

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

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CITY OF ALISO VIEJO

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

**Account Number:** 98-30-007

April 2023 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Web Confirm Number | Authorized Caller | Amount |
|---|---|---|---|---|---|---|
| 4/11/2023 | 4/11/2023 | RW | 1725842 | 1686200 | ANN EIFERT | -250,000.00 |
| 4/14/2023 | 4/13/2023 | QRD | 1727960 | N/A | SYSTEM | 38,982.74 |
| 4/25/2023 | 4/25/2023 | RD | 1728738 | 1689093 | ANN EIFERT | 500,000.00 |

**Account Summary**

| | | | |
|---|---|---|---|
| Total Deposit: | 538,982.74 | Beginning Balance: | 5,386,540.17 |
| Total Withdrawal: | -250,000.00 | Ending Balance: | 5,675,522.91 |

# PMIA/LAIF Performance Report
# as of 05/10/23

## PMIA Average Monthly Effective Yields[1]

| | |
|---|---|
| **April** | **2.870** |
| March | 2.831 |
| February | 2.624 |

## Quarterly Performance Quarter Ended 03/31/23

| | |
|---|---|
| LAIF Apportionment Rate[2]: | 2.74 |
| LAIF Earnings Ratio[2]: | 0.00007493902135155 |
| LAIF Fair Value Factor[1]: | 0.986510329 |
| PMIA Daily[1]: | 2.87 |
| PMIA Quarter to Date[1]: | 2.63 |
| PMIA Average Life[1]: | 275 |

## Pooled Money Investment Account Monthly Portfolio Composition [1] 03/31/23 $191.2 billion

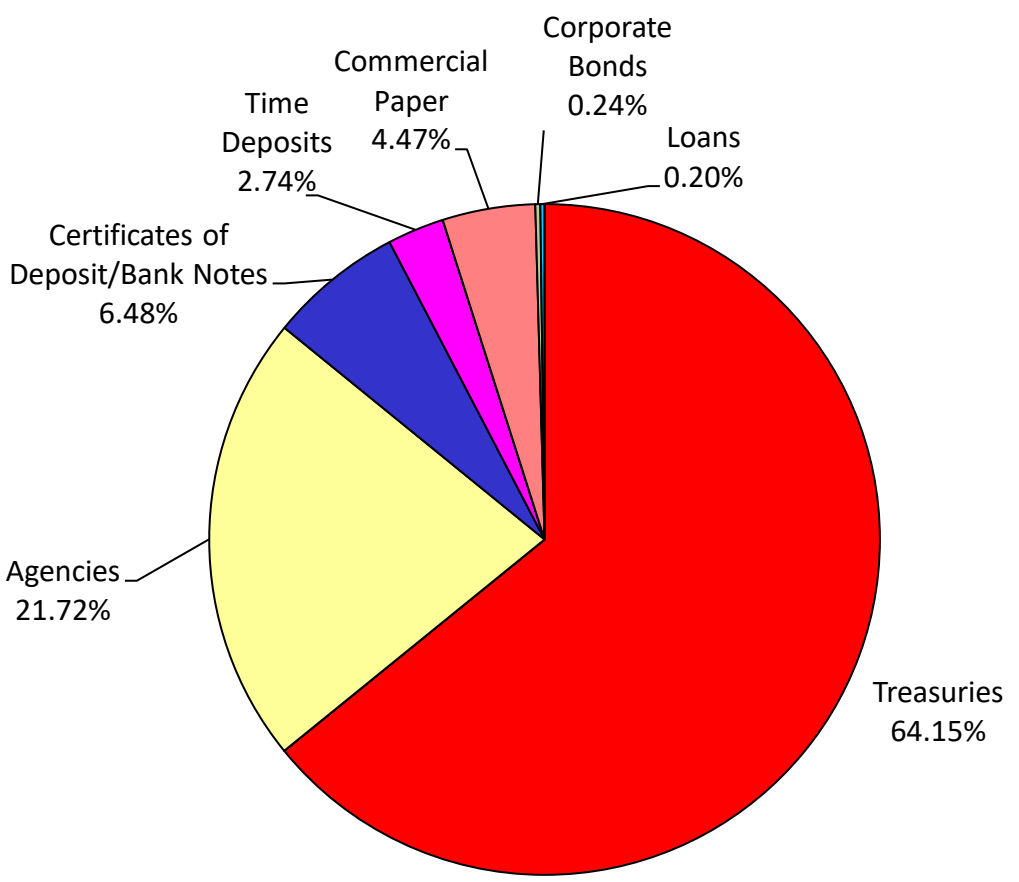


Chart does not include $3,085,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

**Daily rates are now available here.** **View PMIA Daily Rates**

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

Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

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

SUBJECT: APPROPRIATIONS LIMIT – FISCAL YEAR 2023-24

---

**Recommended Action:**

Adopt a Resolution establishing the appropriations limit for Fiscal Year (FY) 2023-24 at $56,164,572.

**Fiscal Impact:**

None.

**Background:**

Pursuant to Article XIIIB of the California Constitution, the City must compute an annual appropriations limit (known as the Gann Limit), which places a ceiling on the total amount of tax revenues the City can appropriate annually. The limit is adjusted each year using the following factors: 1) the percentage change in California Per Capita Income, or the percentage change in the City's local assessment roll due to new non-residential construction, whichever is greater; and 2) the percentage change in the Citywide, or Countywide population, whichever is greater. As required by Government Code Section 7910, the City Council is being asked to formally adopt by resolution the Appropriations Limit for FY 2023-24.

**Discussion:**

The California per capita personal income percentage change as provided by the Department of Finance is 4.44% for FY 2023-24. The percentage change in the local assessment roll from the preceding year for the City due to the addition of local non-residential new construction is 5.15%. Section 7901 of the Government Code allows entities to use either the population increase within the City or the increase within the County. This year the estimated population change for the City was negative 0.49% and the County was negative 0.46%.

It is recommended that the City Council adopt the percentage change in the County population and the percentage change in the local assessment roll due to the addition of non-residential new construction for use in the adjustment of the Appropriations Limit for FY 2023-24.

Based on the factors above, the appropriations limit for FY 2023-24 is $56,164,572 and the budget subject to the limit is $16,182,063; therefore, the City is in compliance with Government Code requirements. For FY 2023-24, the City will be utilizing 28.8% of its appropriations limit.

**Attachments:**

1. Resolution

2. GANN Limit Calculation

**RESOLUTION NO. 2023-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT (GANN) FOR FISCAL YEAR 2023-24 FOR THE CITY OF ALISO VIEJO**

**WHEREAS**, Article X111B of the Constitution of the State of California (enacted with the passage of Proposition 4 in 1979 and modified with the passage of Proposition 111 in 1990), provides that the total annual appropriations limit of such entity for the prior year be adjusted for the percentage change in the local assessment roll from the preceding year due to the addition of local nonresidential new construction or the percentage change in the California Per Capita Income and population except as otherwise specifically provided for in said Article; and

**WHEREAS**, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article X111B at a regularly scheduled meeting or a noticed special meeting. Prior to such meeting, documentation used in the determination of the appropriation limit shall be available to the public; and

**WHEREAS**, Proposition 111 as approved by the voters of the State of California, revised the method for calculating the Gann Spending Limit. It also requires a recorded vote of the City Council regarding which of the annual adjustment factors have been selected each year; and

**WHEREAS**, the County of Orange, Local Agency Formation Commission (LAFCO), established the appropriations limit for the newly incorporated City; and

**WHEREAS**, the City Council of the City of Aliso Viejo wishes to establish the appropriation limit for Fiscal Year 2023-24 for the City of Aliso Viejo.

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

Section 1. That it is hereby found and determined that the documentation used in the determination of the appropriations limit for the City of Aliso Viejo for Fiscal Year 2023-2024 was available to the public in City offices of said City at least fifteen days prior to this date.

Section 2. That pursuant to the provisions of Section 56812(b) of the California Government Code, a measure concerning the establishment of the permanent appropriations limit for the City of Aliso Viejo was submitted and approved at the General Municipal election held in the City of Aliso Viejo on November 2, 2004.

Section 3. That the factors recommended are the percentage change in the local assessment roll from the preceding year due to the addition of local nonresidential

new construction in the amount of 5.15% and the percentage change in the population growth for the County in the amount of -0.46%.

Section 4. That the Appropriations Limit for the City of Aliso Viejo is established in accordance with the California Government Code and is $56,164,572.

Section 5. That the Mayor of the City of Aliso Viejo shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 7th day of June, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

# CITY OF ALISO VIEJO

## APPROPRIATIONS LIMIT WORK SHEET

## *CITYWIDE* POPULATION CALCULATION
## 2023-24

| | | |
|---|---|---|
| California Per Capita Income<br>% Change over Prior Year | 4.44% | |
| Population Change<br>% Change over Prior Year (City) | -0.49% | |
| Per Capita converted to a Ratio | 1.044400 | |
| Population converted to a Ratio | 0.995100 | |
| Calculation of Growth Factor | 1.039282 | |
| 2022-23 Appropriations Limit | $ 53,660,602 | |
| 2023-24 Appropriations Limit | $ 55,768,521 | (NOT RECOMMENDED) |

# CITY OF ALISO VIEJO

## APPROPRIATIONS LIMIT WORK SHEET

## *COUNTYWIDE* POPULATION CALCULATION
## 2023-24

| | | |
|---|---|---|
| California Per Capita Income<br>% Change over Prior Year | 4.44% | |
| Population Change<br>% Change over Prior Year (County) | -0.46% | |
| Per Capita converted to a Ratio | 1.044400 | |
| Population converted to a Ratio | 0.995400 | |
| Calculation of Growth Factor | 1.039596 | |
| 2022-23 Appropriations Limit | $ 53,660,602 | |
| 2023-24 Appropriations Limit | $ 55,785,334 | (NOT RECOMMENDED) |

# CITY OF ALISO VIEJO

## APPROPRIATIONS LIMIT WORK SHEET

## *NON-RESIDENTIAL NEW CONSTRUCTION* CALCULATION

**2023-24**

| | | | |
|---|---|---|---|
| Non-Residential New Construction % Change over Prior Year | | 5.15% | |
| Population Change % Change over Prior Year (County) | | -0.46% | |
| Non-Residential new construction converted to a Ratio | | 1.051500 | |
| Population converted to a Ratio | | 0.995400 | |
| Calculation of Growth Factor | | 1.046663 | |
| 2022-23 Appropriations Limit | $ | 53,660,602 | |
| 2023-24 Appropriations Limit | $ | 56,164,572 | RECOMMENDED |

# CITY OF ALISO VIEJO

## ANNUAL APPROPRIATIONS LIMIT

**2023-24**

| Fiscal Year | | Appropriations Limit | Percentage Change |
|---|---|---|---|
| 2001-2002 | Base Year | 9,700,000 | Base Yr. |
| 2002-2003 | Adjusted Base | 9,774,092 | 0.76% |
| 2003-2004 | Adjusted Base | 10,341,870 | 5.81% |
| 2004-2005 | Adjusted Base | 10,910,727 | 5.50% |
| 2004-2005 | Actual | 10,493,809 | -3.82% |
| 2005-2006 | Adjusted Base | 12,795,601 | 21.93% |
| 2006-2007 | Adjusted Base | 13,334,344 | 4.21% |
| 2007-2008 | Adjusted Base | 13,954,603 | 4.65% |
| 2008-2009 | Adjusted Base | 14,985,870 | 7.39% |
| 2009-2010 | Actual | 18,492,058 | 23.40% |
| 2010-2011 | Actual | 18,215,199 | -1.50% |
| 2011-2012 | Actual | 18,870,328 | 3.60% |
| 2012-2013 | Actual | 27,710,088 | 46.84% |
| 2013-2014 | Actual | 29,396,830 | 6.09% |
| 2014-2015 | Actual | 32,633,003 | 11.01% |
| 2015-2016 | Actual | 34,245,483 | 4.94% |
| 2016-2017 | Actual | 36,441,702 | 6.41% |
| 2017-2018 | Actual | 38,047,127 | 4.41% |
| 2018-2019 | Actual | 42,360,293 | 11.34% |
| 2019-2020 | Actual | 44,118,739 | 4.15% |
| 2020-2021 | Actual | 45,974,884 | 4.21% |
| 2021-2022 | Actual | 48,200,927 | 4.84% |
| 2022-2023 | Actual | 53,660,602 | 11.33% |
| 2023-2024 | Actual | 56,164,572 | 4.67% |

# City of Aliso Viejo

Prop 4 Appropriations Limit
Gann Calculation 2023-24
Appropriations Subject to Limit

| | |
|---|---|
| A. Proceeds of Taxes | 16,182,063 |
| B. Exclusions | - |
| C. Appropriations Subject to Limit | 16,182,063 |
| D. Current Year Limit | 56,164,572 |
| E. Under Limit | 39,982,509 |
| F. Percent of Limit Used | 28.81% |

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2023

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**
California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023**.

**Please Note**: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

**May 2023**

**Attachment A**

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income

| Fiscal Year (FY) | Percentage change over prior year |
|---|---|
| 2023-24 | 4.44 |

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

**2023-24:**

Per Capita Cost of Living Change = 4.44 percent
Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: 1.0444 x 0.9965 = 1.0407

Fiscal Year 2023-24

**Attachment B**
**Annual Percent Change in Population Minus Exclusions***
**January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023**

| County City | Percent Change 2022-2023 | --- Population Minus Exclusions --- 1-1-22 | 1-1-23 | Total Population 1-1-2023 |
|---|---|---|---|---|
| Orange | | | | |
| Aliso Viejo | -0.49 | 51,016 | 50,766 | 50,766 |
| Anaheim | -2.19 | 335,929 | 328,563 | 328,580 |
| Brea | 2.63 | 46,947 | 48,184 | 48,184 |
| Buena Park | 0.19 | 83,359 | 83,517 | 83,517 |
| Costa Mesa | -0.42 | 111,649 | 111,183 | 111,183 |
| Cypress | -0.12 | 49,877 | 49,818 | 49,818 |
| Dana Point | 0.44 | 33,009 | 33,155 | 33,155 |
| Fountain Valley | 0.02 | 56,976 | 56,987 | 56,987 |
| Fullerton | -0.10 | 143,013 | 142,873 | 142,873 |
| Garden Grove | -0.01 | 171,195 | 171,183 | 171,183 |
| Huntington Beach | -0.38 | 196,469 | 195,714 | 195,714 |
| Irvine | -0.86 | 305,688 | 303,051 | 303,051 |
| Laguna Beach | -0.27 | 22,506 | 22,445 | 22,445 |
| Laguna Hills | -0.46 | 30,667 | 30,525 | 30,525 |
| Laguna Niguel | -0.47 | 65,010 | 64,702 | 64,702 |
| Laguna Woods | -0.49 | 17,536 | 17,450 | 17,450 |
| La Habra | -0.33 | 62,037 | 61,835 | 61,835 |
| Lake Forest | 0.59 | 86,614 | 87,127 | 87,127 |
| La Palma | -0.45 | 15,402 | 15,332 | 15,332 |
| Los Alamitos | 1.98 | 11,894 | 12,129 | 12,129 |
| Mission Viejo | -0.30 | 92,118 | 91,846 | 91,846 |
| Newport Beach | -0.29 | 83,653 | 83,411 | 83,411 |
| Orange | 0.66 | 138,155 | 139,063 | 139,063 |
| Placentia | 2.30 | 51,327 | 52,507 | 52,507 |
| Rancho Santa Margarita | -0.49 | 47,300 | 47,066 | 47,066 |
| San Clemente | -0.31 | 63,431 | 63,237 | 63,237 |
| San Juan Capistrano | 0.63 | 34,869 | 35,089 | 35,089 |
| Santa Ana | -1.52 | 304,258 | 299,630 | 299,630 |
| Seal Beach | 0.72 | 24,247 | 24,422 | 24,647 |
| Stanton | 0.25 | 38,986 | 39,084 | 39,084 |
| Tustin | -0.17 | 79,696 | 79,558 | 79,558 |
| Villa Park | -0.02 | 5,791 | 5,790 | 5,790 |
| Westminster | -0.18 | 90,660 | 90,498 | 90,498 |
| Yorba Linda | -0.32 | 67,284 | 67,068 | 67,068 |
| Unincorporated | -0.47 | 132,737 | 132,114 | 132,114 |
| County Total | -0.46 | 3,151,305 | 3,136,922 | 3,137,164 |

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

*Assessor Department*

# Memo

**April 17, 2023**

| | | |
|---|---|---|
| **To:** | **Andrew N. Hamilton** | **Auditor-Controller** |
| **From:** | **Claude Parrish** | **Assessor** |
| **Subject:** | **Proposition 111 Assessed Valuation Factor for GANN Limit: Nonresidential New Construction** | |

In response to your memo request of April 5, 2023, please find attached the 2023/24 Proposition 111 Report related to non-residential new construction data.

An addition to how the Gann spending limit (Proposition 111) may be calculated was passed by the voters in June of 1990 and it amended Article XIIIB of the California Constitution. It provides an alternate method for calculating the "Gann Limit" for each taxing jurisdiction. It changed the definition of "cost of living" in subdivision (e)(2) of Section 8 of Article XIII B to be either:

A) The percentage change in California per capita personal income from the preceding year, or

B) The percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

The information transmitted by this memorandum addresses the Assessor Department's assistance for item B.

Data is available and presented in this report for Roll years 2021/22 and 2022/23. We have generated by Tax Rate Area (TRA) the attached information for your use.

If you have questions, please call me or Mr. Neil Shah at (714) 834-2733.

CP:ks

Attachments: 2023/24 Proposition 111 Report, Roll Year Values and Calendar Year Nonresidential New Construction Data for Cities and County

ct: Salvador Lopez, Auditor-Controller's Office
JC Squires, Auditor-Controller's Office
Megan Vu, Auditor-Controller's Office
Margie Pham, Auditor-Controller's Office
Mark Servino, County Counsel's Office
Neil Shah, Assessor Department, Manager, Management Services

# Proposition 111 Report

| Prime TRA | Description | 2021-22 Secured Roll Column A | 2022-23 Secured Roll Column B | Non-Residential New Construction 1/1/20 - 12/31/20 Column C | Non-Residential New Construction 1/1/21 - 12/31/21 Column D |
|---|---|---|---|---|---|
| 01 | ANAHEIM | $ 55,000,878,000 | $ 58,655,752,972 | $ 196,584,150 | $ 270,137,659 |
| 02 | BREA | $ 11,692,788,264 | $ 12,389,980,946 | $ 30,920,165 | $ 16,604,280 |
| 03 | FULLERTON | $ 23,669,190,742 | $ 24,804,853,645 | $ 25,363,550 | $ 9,249,994 |
| 04 | HUNTINGTON BEACH | $ 45,422,411,169 | $ 48,196,920,063 | $ 17,221,196 | $ 40,050,559 |
| 05 | LAGUNA BEACH | $ 17,625,760,633 | $ 18,865,683,063 | $ 1,435,395 | $ 3,538,373 |
| 06 | LA HABRA | $ 7,826,775,395 | $ 8,376,854,021 | $ 5,030,868 | $ 2,544,643 |
| 07 | NEWPORT BEACH | $ 66,591,809,510 | $ 71,410,464,565 | $ 26,878,148 | $ 56,975,293 |
| 08 | ORANGE | $ 26,521,459,668 | $ 27,887,377,118 | $ 43,931,992 | $ 18,271,791 |
| 09 | PLACENTIA | $ 7,577,252,855 | $ 8,119,845,209 | $ 11,383,631 | $ 13,934,407 |
| 10 | SAN CLEMENTE | $ 19,452,164,174 | $ 20,693,475,581 | $ 12,211,120 | $ 7,758,789 |
| 11 | SANTA ANA | $ 32,199,094,162 | $ 34,313,604,014 | $ 69,358,070 | $ 134,255,331 |
| 12 | SEAL BEACH | $ 6,837,512,283 | $ 7,284,177,684 | $ 3,000,821 | $ 157,186 |
| 13 | TUSTIN | $ 15,381,726,601 | $ 16,245,198,177 | $ 35,986,203 | $ 75,262,919 |
| 14 | BUENA PARK | $ 11,871,225,678 | $ 12,558,926,074 | $ 20,018,029 | $ 12,843,493 |
| 15 | COSTA MESA | $ 23,172,949,743 | $ 24,680,062,200 | $ 76,132,888 | $ 84,624,741 |
| 16 | LA PALMA | $ 2,478,558,558 | $ 2,597,882,833 | $ 2,158,869 | $ 881,047 |
| 17 | STANTON | $ 3,504,350,509 | $ 3,788,020,044 | $ 2,736,961 | $ 6,304,052 |
| 18 | GARDEN GROVE | $ 19,376,656,674 | $ 20,422,272,794 | $ 14,718,987 | $ 1,599,500 |
| 19 | CYPRESS | $ 8,458,587,743 | $ 9,024,499,492 | $ 4,198,836 | $ 40,900,556 |
| 20 | WESTMINSTER | $ 10,953,370,217 | $ 11,546,546,342 | $ 5,594,722 | $ 960,827 |
| 21 | FOUNTAIN VALLEY | $ 11,014,546,213 | $ 11,773,302,634 | $ 16,457,733 | $ 11,428,995 |
| 22 | LOS ALAMITOS | $ 2,665,117,433 | $ 2,823,257,633 | $ 18,496,146 | $ 2,048,500 |
| 23 | SAN JUAN CAPISTRANO | $ 9,657,970,138 | $ 10,300,096,668 | $ 21,408,844 | $ 3,718,525 |
| 24 | VILLA PARK | $ 2,086,467,889 | $ 2,213,963,242 | $ 12,000 | $ - |
| 25 | YORBA LINDA | $ 18,030,384,988 | $ 18,971,958,073 | $ 16,007,822 | $ 7,684,990 |
| 26 | IRVINE | $ 95,174,925,536 | $ 101,181,281,088 | $ 286,089,250 | $ 241,079,450 |
| 27 | MISSION VIEJO | $ 19,813,890,815 | $ 20,919,462,477 | $ 21,886,945 | $ 21,072,025 |
| 28 | DANA POINT | $ 14,587,473,568 | $ 15,556,766,222 | $ 12,884,832 | $ 15,872,468 |
| 29 | LAGUNA NIGUEL | $ 17,859,863,068 | $ 18,815,011,130 | $ 5,346,977 | $ 1,589,392 |
| 30 | LAKE FOREST | $ 18,362,274,334 | $ 19,573,986,539 | $ 36,292,921 | $ 10,567,902 |
| 31 | LAGUNA HILLS | $ 7,943,847,801 | $ 8,326,057,047 | $ 12,765,297 | $ 13,123,698 |
| 32 | LAGUNA WOODS | $ 3,633,764,156 | $ 3,774,523,895 | $ 175,182 | $ - |
| 33 | RANCHO SANTA MARGARITA | $ 9,527,986,943 | $ 10,034,401,414 | $ 714,427 | $ 1,361,189 |
| 34 | ALISO VIEJO | $ 11,697,860,360 | $ 12,174,324,919 | $ 37,512,879 | $ 24,525,854 |
| 52 | ORANGE CO -ANAHEIM AREA | $ - | $ - | $ - | $ - |
| 53 | ORANGE CO - BREA OLINDA AREA | $ 237,933,551 | $ 305,740,381 | $ - | $ - |
| 54 | ORANGE CO -BUENA PARK | $ 45,212,804 | $ 49,266,396 | $ - | $ - |
| 55 | ORANGE CO. - NEWPORT MESA AREA | $ 229,007,676 | $ 243,147,115 | $ - | $ - |
| 61 | ORANGE CO -FULLERTON AREA | $ - | $ - | $ - | $ - |
| 62 | ORANGE CO -GARDEN GROVE AREA | $ 173,333,262 | $ 181,714,263 | $ - | $ - |
| 64 | ORANGE CO - HUNTINGTON BEACH | $ 54,964,923 | $ 60,271,860 | $ - | $ - |
| 66 | ORANGE CO -LAGUNA BEACH AREA | $ 2,392,420,062 | $ 2,560,105,753 | $ - | $ - |
| 67 | ORANGE CO -LA HABRA AREA | $ - | $ - | $ - | $ - |
| 68 | ORANGE CO - LOS ALAMITOS AREA | $ 2,651,218,900 | $ 2,831,712,080 | $ 480,000 | $ 435,000 |
| 70 | ORANGE CO -LOWELL JOINT | $ - | $ - | $ - | $ - |
| 71 | ORANGE CO -MAGNOLIA | $ 804,614,163 | $ 865,176,236 | $ 162,000 | $ 220,000 |
| 73 | ORANGE CO -OCEAN VIEW | $ 126,879,741 | $ 131,799,510 | $ - | $ - |
| 76 | ORANGE CO - ORANGE AREA | $ 2,000,882,936 | $ 2,143,565,119 | $ 503,831 | $ 24,812,608 |
| 80 | ORANGE CO - PLACENTIA AREA | $ 614,811,619 | $ 655,968,047 | $ - | $ - |
| 81 | ORANGE CO - IRVINE AREA | $ 54,476,301 | $ 55,565,804 | $ - | $ - |
| 82 | ORANGE CO - CAPISTRANO AREA | $ 16,825,379,119 | $ 17,697,772,930 | $ 36,349,288 | $ 13,270,216 |
| 83 | ORANGE CO - SANTA ANA AREA | $ 240,303,755 | $ 329,964,672 | $ - | $ 57,116 |
| 84 | ORANGE CO -SAVANNA | $ - | $ - | $ - | $ - |
| 88 | ORANGE CO - SADDLEBACK VALLEY | $ 621,073,990 | $ 651,268,247 | $ 95,000 | $ - |
| 89 | ORANGE CO - TUSTIN AREA | $ 6,579,495,572 | $ 7,031,173,342 | $ 5,308,000 | $ 18,087,657 |
| 91 | ORANGE CO - WESTMINSTER AREA | $ 671,502,093 | $ 724,139,033 | $ - | $ - |
| | Unspecified | $ - | $ - | $ - | $ - |
| COUNTY TOTALS | | $ 691,994,406,287 | $ 734,819,140,606 | $ 1,133,813,975 | $ 1,207,811,025 |

## ADDITIONAL INFORMATION
**(For Assessors use only)**

During the time - period covered by this report, non-residential new construction consisted primarily of rehabilitation of existing structures and various other miscellaneous additions/alterations to existing buildings.

There are always variations in construction value within TRA's from one year to the next because construction projects are in a constant state of flux. Large value construction projects can inflate the value in one year and deflate it when there is no subsequent activity in the following year.

The table below explains a few of the more sizeable year on year changes (percentage wise) in Non-Residential new construction value for the specific TRA's.

| TRA & AREA | 2020 NCS | 2021 NCS | % Change | REASON |
|---|---|---|---|---|
| 19 CYPRESS | 4,198,836 | 40,900,556 | 874% | See Below |
| 76 ORANGE CO - ORANGE AREA | 503,831 | 24,812,608 | 4825% | See Below |

**CYPRESS:** Per Commercial/Industrial Cost, the major projects are on the south side of the Los Alamitos Race tract and constitute the conversion of the overflow parking lot and some vacant area into retail, Apartment complex 251 unit per press release, residential (Melia Homes - town homes - 135 unit per press release), hotel (Homewood Suites – 120 unit per press release) and other projects.

The Westmont of Cypress – Cypress Senior Living - located on 4889 Katella Ave, Cypress that was also completed in late 2021.

**ORANGE CO - ORANGE AREA:** Per Commercial/Industrial Cost, the largest project in this area was the Clearwater at North Tustin Assisted Living facility located on 11901 Newport Ave, Santa Ana, CA 92705 (APN 395-033-14). Value was reduced on 10/3/2022 due to a GLA error in value calculation.

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: David A. Doyle, City Manager

SUBJECT: AGREEMENTS FOR FY 2023-24 LAW ENFORCEMENT SERVICES AND CROSSING GUARD SERVICES

---

**Recommended Actions:**

1. Authorize the City Manager to execute the agreement with the County of Orange for FY 2023-24 law enforcement services; and

2. Authorize the City Manager to execute the agreement with All City Management Services, Inc. for school crossing guard services.

**Fiscal Impact:**

The cost for the agreement with the County of Orange for FY 2023-24 law enforcement services is $9,864,061; however, the FY 2023-24 budget includes $300,000 in anticipated cost reductions for the freezing of one motor officer position. This amount does not include the upcoming Sheriff's Department new labor contract, which may include increases in salary and overhead costs. Additional funds may need to be appropriated when the County provides adjusted contract costs if negotiations are completed in the next fiscal year.

The cost for the crossing guard services agreement is $256,266 for a one-year term beginning July 1, 2023 and ending June 30, 2024. This is an increase of $15,235 or 6.3% primarily due to an increase in wages for the crossing guards compared to the prior year. Funds for crossing guard services are included in the FY 2023-24 budget.

**Background:**

The City of Aliso Viejo has contracted with the County of Orange for the Sheriff-Coroner to provide law enforcement services since 2001. Over the past few years, the City has decreased staffing by ½ an investigator resulting in shared cost and case load with the City of Laguna Woods. The School Resource Officer is a shared annual cost with the City of Laguna Niguel and the Supervisors are a shared resource with the Cities of Laguna Hills and Laguna Woods, with each paying a third for four patrol supervisor positions.

**Discussion:**

Law Enforcement Services Agreement

The cost of the agreement includes equipment costs, overhead, and salary and benefit costs for the staffing levels provided below.

| Staff | FY 2022-23 | FY 2023-24 |
|---|---|---|
| Captain | 1 | 1 |
| Administrative Sergeant | 1 | 1 |
| Patrol Sergeants | 1.33 | 1.33 |
| Investigators | 1.5 | 1.5 |
| Patrol Deputies (DSII) | 14 | 14 |
| School Resource Officer | .65 | .65 |
| Motorcycle Deputies* | 2 | 2 |
| Directed Enforcement Deputy (DSII) | 1 | 1 |
| **Sworn Compliment** | **22.48** | **22.48** |
| | | |
| Community Service Officer | 2 | 2 |
| Emergency Manager | 1 | 1 |
| **Non-Sworn** | **3** | **3** |

*Contract cost include 2 motor officer positions, however, 1 position is anticipated to be frozen in FY 2023-24.

Crossing Guard Agreement

The City of Aliso Viejo has used All City Management Services ("All City") as the crossing guard vendor for the past 20 years. Staff has been pleased with All City. All City, which also performs crossing guard services in other South County cities, provides Aliso Viejo with 10 crossing guards per school day.

The cost increase over FY 2022-2023 is due to increased costs in most segments of this business, especially related to All City attracting and retaining qualified individuals for their Crossing Guard Program. Staff will continue to monitor key crossings throughout the community and report back to the City Council if changes in coverage are warranted.

**Attachments:**

1. Law Enforcement Services Agreement

2. Cost Spreadsheet

3. Crossing Guard Services Agreement

**AGREEMENT**

**BETWEEN THE**

**CITY OF ALISO VIEJO**

**AND THE**

**COUNTY OF ORANGE**

**THIS AGREEMENT** is entered into this First day of June 2023, which date is enumerated for purposes of reference only, by and between the CITY OF ALISO VIEJO, hereinafter referred to as “CITY”, and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

**RECITALS:**

**WHEREAS,** CITY wishes to contract with COUNTY for law enforcement services; and

**WHEREAS,** COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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Attachment A: Regular Services by County

Attachment B: City Ordinances

Attachment C: Payment

Attachment D: County Billing Policy

Attachment E: Forfeited and Seized Asset Policy

Attachment F: TVAP Resolution

Attachment G: TVAP Form


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**A. TERM**:

The term of this Agreement shall commence July 1, 2023 and terminate June 30, 2024 unless earlier terminated by either party or extended in the manner set forth herein.

**B. OPTIONAL TERMINATION OR EXTENSION:**

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 2024 for COUNTY to provide to CITY, during all or part of the period between July 1, 2024 and June 30, 2025, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2024 and August 31, 2024, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2023 through June 30, 2024. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

**C. REGULAR SERVICES BY COUNTY:**

1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "SHERIFF", shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of CITY other than licensing ordinances.

//

**C. REGULAR SERVICES BY COUNTY:** (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to the CITY's Council.
3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 2023 through June 30, 2024, is set forth in Attachment A.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Captain in charge of CITY Police Services. If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Captain to

**C. REGULAR SERVICES BY COUNTY:** (Continued)

CITY as soon as possible once the emergency situation is under control.

7. With respect to the licensing ordinances of CITY listed in Attachment B, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment B, except the investigations relating to initial applications for which this subsection provides.

8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment C, and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Except for costs related to Sections G-4a and G-4b, changes to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2.

Except for changes under Sections G-4a and G-4b, prior approval by

**C. REGULAR SERVICES BY COUNTY:** (Continued)

COUNTY's Board of Supervisors and CITY's Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 of this Agreement.

**D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular

**D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of

**D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

providing such supplemental services at an amount computed by SHERIFF, based on the

current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of SHERIFF at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY.

**E. BODY WORN CAMERA AND IN CAR VIDEO:**

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, body worn cameras (hereinafter called "BWC") that will be worn by SHERIFF'S personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles designated by SHERIFF for use within CITY service area.
2. SHERIFF has the exclusive right to use said BWC and ICV for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of BWC and the acquisition and installation of ICV and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete.

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of BWC and ICV, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless.
4. If, following the initial acquisition of BWC and ICV referenced above, CITY requires BWC and ICV for additional SHERIFF'S personnel or vehicles designated for use in the CITY service area, COUNTY will purchase said additional BWC and ICV. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in Attachment C

**E. BODY WORN CAMERA AND IN CAR VIDEO:** (Continued)

and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade BWC and ICV as needed. The costs of replacing/upgrading BWC and ICV shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade BWC and ICV.

**F. LICENSING SERVICES BY CITY:**

Upon receipt from COUNTY of investigations of applications for licenses referred to in Subsection C-7 of this Agreement, CITY Manager shall determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

**G. PAYMENT:**

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service set forth in Attachment A is increased or decreased pursuant to mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for full cost of services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period July 1, 2023 through June 30, 2024, shall be $9,864,061 as set forth in Attachment C.

**G. PAYMENT:** (Continued)

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.

3. COUNTY shall invoice CITY monthly. During the period July 1, 2023 through June 30, 2024, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2023 and June 30, 2024.

4a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2023-24 costs set forth in Attachment C nor in the Fiscal Year 2023-24 Maximum Obligation of City set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2023, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for

**G. PAYMENT:** (Continued)

such increases on a pro-rata basis over the portion of the period between July 1, 2023 and June 30, 2024 remaining after COUNTY notifies CITY that increases are payable. If the

changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 2023 through June 30, 2024, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 2023 and June 30, 2024 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

4b. If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2023 through June 30, 2024 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Agreement so providing, pursuant to Subsection C-8. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF

**G. PAYMENT:** (Continued)

with the approval of CITY.

5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, Attachment D.
6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.
7. As payment for the Licensing Services described in Subsection C-7 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.
8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY established rates and will be credited to CITY on an annual basis.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E.

**H. NOTICES:**

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

**CITY:** ATTN: CITY MANAGER
12 JOURNEY, SUITE #100
ALISO VIEJO, CA 92656 - 5335

**COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

**I. STATUS OF COUNTY:**

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

**J. STATE AUDIT:**

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

**K. ALTERATION OF TERMS:**

This Agreement is comprised of this documents and Attachments A through G, which are attached hereto and incorporated-herein by reference. This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject

**K. ALTERATION OF TERMS:** (Continued)

matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, unless expressly provided herein, shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

**L. INDEMNIFICATION:**

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street, work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY, and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street, work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY

**L. INDEMNIFICATION:** (Continued)

personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based upon or asserted upon such condition of public street, work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

1. COUNTY has established a Traffic Violator Apprehension Program [“the Program”], which is operated by SHERIFF, and is designed to reduce

**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the same amount as approved by COUNTY, as set forth in the resolution that is Attachment F [hereinafter called a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new resolution TVAP pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment F to the Agreement, as long as said amendment to this Agreement does not materially change any other provision of this Agreement. As COUNTY updates its fees for the program periodically. COUNTY will provide written notice to CITY of the updated fees. CITY'S participation in the Program will terminate if CITY determines not to adopt the updated fees for the Program.

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**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
   - Ten one hundredths of one (0.10) Sergeant
     (8 hours per two-week pay period)
   - One (1) Staff Specialist
     (80 hours per two-week pay period)
   - One (1) Office Specialist
     (80 hours per two-week pay period)
4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G.
   The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY's TVAP resolution in effect at the time of purchase.

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**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

**N. MOBILE DATA COMPUTERS:**

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDC's when they become functionally

**N. MOBILE DATA COMPUTERS:** (Continued)

or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. .

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the

full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional

MDCs are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade MDCs.

**O. E-CITATION UNITS:**

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.

**O. E-CITATION UNITS:** (Continued)

2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless.
4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.

**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT in the County of Orange, State of California.

DATED:_____

CITY OF ALISO VIEJO

ATTEST:_____
City Clerk

BY:_____
Mayor

APPROVED AS TO FORM:

BY:_____
City Attorney

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DATED:_____

COUNTY OF ORANGE

BY:_____
Chairman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
Attest:

_____
Robin Stieler
Clerk of the Board
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: Annie Loo Digitally signed by Annie Loo DN: cn=Annie Loo, o=County Counsel, ou, email=annie.loo@coco.ocgov.com, c=US Date: 2023.05.10 14:53:46 -07'00'
Deputy

DATED: 5/10/23

# ORANGE COUNTY SHERIFF-CORONER
# FY 2023-24 LAW ENFORCEMENT CONTRACT
# CITY OF ALISO VIEJO

## "REGULAR SERVICES BY COUNTY"
## (Subsection C-3)

### LEVEL OF SERVICE PROVIDED BY SHERIFF:

| Title | Detail | Quantity | Frequency |
|---|---|---|---|
| **MANAGEMENT:** | | | |
| Captain | | 1.00 | |
| **SUPERVISION:** | | | |
| Sergeant | Administrative | 1.00 | 80 hrs./ per two wk. pay period |
| Sergeant | Patrol | 1.00 | 80 hrs./ per two wk. pay period |
| Sergeant (shared) | Patrol | 0.33 | 26.40 hrs./ per two wk. pay period |
| **INVESTIGATION SERVICES:** | | | |
| Investigator | | 1.00 | 80 hrs./ per two wk. pay period |
| Investigator (shared) | | 0.50 | 40 hrs./ per two wk. pay period |
| **PATROL AND TRAFFIC SERVICES*:** | | | |
| Deputy Sheriff II -Patrol | Patrol | 15.00 | each, 80 hrs./ per two wk. pay period |
| Deputy Sheriff II -Motor | Traffic | 2.00 | each, 80 hrs./ per two wk. pay period |
| **ADDITIONAL SERVICES:** | | | |
| Community Services Officer | Parking Control | 2.00 | each, 80 hrs./ per two wk. pay period |
| Deputy Sheriff II (shared) | School Resource Officer | 0.65 | 52 hrs./ per two wk. pay period |
| Sr. Emerg. Mgmt. Prog. Coord. | | 1.00 | 80 hrs./ per two wk. pay period |
| **TOTAL** | | **25.48** | |

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

### REGIONAL / SHARED STAFF:

| Title | Regional Team | Quantity | % Allocation |
|---|---|---|---|
| **TRAFFIC:** | | | |
| Sergeant | Traffic | 0.60 | 5.67% |
| Deputy Sheriff II | Traffic | 4.00 | 5.67% |
| Investigative Assistant | Traffic | 2.00 | 5.67% |
| Office Specialist | Traffic | 1.00 | 5.67% |
| **AUTO THEFT:** | | | |
| Sergeant | Auto Theft | 0.30 | 4.29% |
| Investigator | Auto Theft | 2.00 | 4.29% |
| Investigative Assistant | Auto Theft | 1.00 | 4.29% |
| Office Specialist | Auto Theft | 1.00 | 4.29% |
| **DET:** | | | |
| Sergeant | DET | 1.00 | 9.64% |
| Investigator | DET | 1.00 | 9.64% |
| **COURTS:** | | | |
| Investigative Assistant | Courts | 2.00 | 7.47% |
| **MOTORCYCLE (shared Supervision):** | | | |
| Sergeant | Motorcycle Supervision | 1.00 | 7.55% |
| **TOTAL** | | **16.90** | |

**ATTACHMENT B**

**CITY OF ALISO VIEJO**

**ORDINANCE NO. 2010-126**

**LICENSING**

ADULT BUSINESS ENTERTAINER PERMIT INCLUDES DANCE INSTRUCTOR (NUDE), DANCE STUDIO (NUDE), FIGURE MODEL (NUDE), FIGURE MODEL STUDIO (NUDE), INTERLOCUTRIX (NUDE), INTRODUCTORY SERVICE, AND RAP SESSION (NUDE)

BINGO GAME

CANVASSER/SOLICITOR

ESCORT SERVICES

JUNK COLLECTOR

JUNK DEALER

MASSAGE ESTABLISHMENT (Includes FBI fees)

MASSAGE PRACTITIONER/TECHNICIAN (Includes FBI fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RETAIL SALE OF FIREARMS/GUN DEALER

SECONDHAND DEALER (PAWNBROKER)

SECURITY SYSTEM

TAXICAB STAND

**ORANGE COUNTY SHERIFF-CORONER**
**FY 2023-24 LAW ENFORCEMENT CONTRACT**
**CITY OF ALISO VIEJO**

# "PAYMENT"
## (Subsection G-2)

### COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):

| Title | Detail | Quantity | Cost of Service (each) | Cost of Service Total |
|---|---|---|---|---|
| **MANAGEMENT:** | | | | |
| Captain | | 1.00 | $ 433,756 | $ 433,756 |
| **SUPERVISION:** | | | | |
| Sergeant | Administrative | 1.00 | $ 359,633 | $ 359,633 |
| Sergeant | Patrol | 1.00 | $ 359,632 | $ 359,632 |
| Sergeant (shared) | Patrol | 0.33 | $ 359,632 | $ 118,679 |
| **INVESTIGATION SERVICES:** | | | | |
| Investigator | | 1.00 | $ 355,123 | $ 355,122 |
| Investigator (shared) | | 0.50 | $ 355,123 | $ 177,562 |
| **PATROL AND TRAFFIC SERVICES:** | | | | |
| Deputy Sheriff II -Patrol | Patrol | 15.00 | $ 299,297 | $ 4,489,455 |
| Deputy Sheriff II -Motor | Traffic | 2.00 | $ 304,160 | $ 608,320 |
| **ADDITIONAL SERVICES:** | | | | |
| Community Services Officer | Parking Control | 2.00 | $ 144,284 | $ 288,568 |
| Deputy Sheriff II (shared) | School Resource Officer | 0.65 | $ 299,297 | $ 194,544 |
| Senior Emerg. Mgmt. Prog. Coord. | | 1.00 | $ 193,123 | $ 193,123 |
| **TOTAL POSITIONS** | | **25.48** | | **$ 7,578,394** |

### REGIONAL / SHARED STAFF:

| Title | Regional Team | Quantity | % Allocation | Cost $ |
|---|---|---|---|---|
| **TRAFFIC:** | | | | |
| Sergeant | Traffic | 0.60 | 5.67% | $ 15,810 |
| Deputy Sheriff II | Traffic | 4.00 | 5.67% | $ 83,072 |
| Investigative Assistant | Traffic | 2.00 | 5.67% | $ 17,835 |
| Office Specialist | Traffic | 1.00 | 5.67% | $ 6,943 |
| **AUTO THEFT:** | | | | |
| Sergeant | Auto Theft | 0.30 | 4.29% | $ 5,973 |
| Investigator | Auto Theft | 2.00 | 4.29% | $ 29,444 |
| Investigative Assistant | Auto Theft | 1.00 | 4.29% | $ 6,802 |
| Office Specialist | Auto Theft | 1.00 | 4.29% | $ 5,124 |
| **DET:** | | | | |
| Sergeant | DET | 1.00 | 9.64% | $ 40,448 |
| Investigator | DET | 1.00 | 9.64% | $ 37,513 |
| **COURTS:** | | | | |
| Investigative Assistant | Courts | 2.00 | 7.47% | $ 22,261 |
| **MOTORCYCLE (shared Supervision):** | | | | |
| Sergeant | Motorcycle Supervision | 1.00 | 7.55% | $ 30,493 |
| **TOTAL REGIONAL/SHARED** | | **16.90** | | **$ 301,718** |

### OTHER CHARGES AND CREDITS (Subsection G-2):

**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for two (2) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen and thirty-three hundredths (18.33) units; overtime; patrol training cost allocation; premium pay for biligual staff, education incentive pay and on-call; services and supplies; and transportation charges.

**CREDITS:**

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; reimbursement for restitution.

| | | |
|---|---|---|
| **TOTAL OTHER CHARGES AND CREDITS** | **$** | **1,983,949** |
| **TOTAL COST OF SERVICES (Subsection G-2)** | **$** | **9,864,061** |

# COUNTY BILLING POLICY
## APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than $10,000 but not more than $200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

## IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

## V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus $100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

## IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced $48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be $44,000, representing 11/12ths of the total amount. In July 19X1, the $44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

## X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

## XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

## XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

## POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

### BACKGROUND

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

### CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

# RESOLUTION NO. 2021-04

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING THE ORANGE COUNTY SHERIFF'S DEPARTMENT TO COLLECT ITS UPDATED FEE FOR THE TRAFFIC VIOLATOR APPREHENSION PROGRAM IN THE CITY OF ALISO VIEJO

**WHEREAS,** the Orange County Sheriff-Coroner ("the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and parking; and

**WHEREAS**, the Sheriff operates the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in cities (such as the City of Aliso Viejo) that contract for the Sheriff's law enforcement services; and

**WHEREAS**, operating the Traffic Violator Apprehension Program on an area-wide basis without regard to jurisdictional boundaries between the County and contract cities serves the public purpose of the City because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

**WHEREAS**, on March 28, 2000, the Orange County Board of Supervisors adopted Resolution No. 00-96, which established fees for the Traffic Violator Apprehension Program that are applicable in unincorporated areas of the County. The fees established by County Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

**WHEREAS**, on August 7, 2001, the Aliso Viejo City Council adopted Resolution No. 2001-046, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County's fees as set forth in County Resolution No. 00-96; and

**WHEREAS**, the Board of Supervisors has established an interest-earning, budgeted special revenue fund, called the "Traffic Violator Fund" and designated as Fund 13B, to be controlled by the Sheriff; and

**WHEREAS**, the Board of Supervisors has directed that proceeds from the Traffic Violator Apprehension Program fees be deposited into the Traffic Violator Fund; and

**WHEREAS**, the Board of Supervisors has directed that funds from the Traffic Violator Fund must be used to reimburse the Sheriff for the administrative costs associated with the removal, storage, impound, and release of vehicles in accordance with the California Vehicle Code ("Vehicle Code"); and

**WHEREAS**, the Sheriff impounds vehicles removed from highways, public property, and private property in the unincorporated areas of the County and in contract cities pursuant to the following authority under the Vehicle Code:

Vehicle Code Section and Impound Ground

14602.6 Suspended, revoked or unlicensed driver/30-day hold

22651 (a) Unattended vehicle on bridge

22651 (d) Vehicle blocking driveway

22651 (e) Vehicle blocking fire hydrant

22651 (f) Vehicle blocking freeway

22651 (h) (1) Driver arrested

22651 (h) (2) Order of suspension or revocation pursuant to section 13388

22651 (i) (1) Multiple parking citations

22651 (j) Lack of vehicle registration

22651 (k) Parking over seventy-two hours

22651 (l) Parking in a construction zone

22651 (m) Violation of special events restriction

22651 (n) No parking zone

22651 (o) (1) Vehicle registration is incorrect, falsified or expired by more than six months

22651 (p) Driver unlicensed or license suspended

22651 (r) Vehicle blocking another vehicle

22651 (t) Notice to appear/illegal amber lights

22651 (u) Acting as a car dealer without a license or temporary permit

22651 (v) Illegally letting stand a mobile billboard advertisement

22651 (w) Second or subsequent violation of an ordinance

22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)

22655.5 (a) Vehicle was used as the means of committing a public offense

22655.5 (b) Vehicle is evidence of crime

22669 Abandoned vehicle

**WHEREAS**, Vehicle Code section 22850.5 authorizes the City Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

**WHEREAS**, approximately 20 years have passed since the Board of Supervisors first established the Traffic Violator Apprehension Program fees in County Resolution No. 00-96; and

**WHEREAS**, a cost study prepared in 2020 by the Sheriff demonstrated a need to update the County's Traffic Violator Apprehension Program fees. The Sheriff's cost study determined that the Sheriff's administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded under the Vehicle Code is $144.00 per removal; and

**WHEREAS**, on November 17, 2020, the Board of Supervisors adopted an updated Traffic Violator Apprehension Program fee of $144.00 per removal; and

**WHEREAS**, consistent with the City's authority under Vehicle Code section 22850.5, the Sheriff has requested that the City update its Traffic Violator Apprehension fees to match the County's new fee of $144.00 per removal;

**WHEREAS**, the City Council desires to update the Traffic Violator Apprehension Program fee to match the County and further desires for the Sheriff to continue to collect the fee on behalf of the City. Continuing with such a practice will ensure that persons whose vehicles are impounded, rather than the public as a whole, will bear the administrative costs of such impounds; and

**WHEREAS**, Vehicle Code section 22850.5 imposed the following restrictions on the imposition of this administrative fee:

a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and

b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and

c) The charges shall be in addition to any other charges authorized or imposed pursuant to this code; and

d) The fee does not include any administrative costs associated with conducting a hearing or appeal relating to the removal, impound, storage, or release of a vehicle; and

**WHEREAS**, in addition to the limitations set forth above, it is also unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being drive, if the owner makes good faith attempts promptly to remove the vehicle from location where it is not permitted, 2) when the vehicle was stolen, 3) when the vehicle was left by an ill or injured driver, and 4) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

**WHEREAS**, a notice of public hearing with respect to the proposed new Traffic Violator Apprehension Program fee provided herein was given according to law; and

**WHEREAS**, a public hearing pertaining to the new Traffic Violator Apprehension Program fee was held on January 7, 2021; and

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

SECTION 1. The recitals above are true and correct and are hereby adopted as findings, as if fully set forth herein.

SECTION 2. The City Council finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the adoption of this Resolution is exempt from CEQA pursuant to Public Resources Code section 21080 (b)(8) and Sections 15061(b)(3) and 15273(a)(1) of Title 14 of the California Code of Regulations because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, this Resolution does not undertake any project that has the potential for causing a significant effect on the environment as the Resolution simply authorizes the Orange County Sheriff's Department to collect its updated operating cost-recovery fee for the removal, impoundment, and storage of vehicles for specified Vehicle Code violations.

SECTION 3. That on January 20, 2021, the administrative fee indicated below shall become effective for the removal, impound, storage, or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of provisions of the Vehicle Code listed below:

A fee of $144.00 for each removal of a vehicle in accordance with or on account of violation of Vehicle Code sections:

14602.6 Suspended, revoked or unlicensed driver/30-day hold

22651 (a) Unattended vehicle on bridge

22651 (d) Vehicle blocking driveway

22651 (e) Vehicle blocking fire hydrant

22651 (f) Vehicle blocking freeway

22651 (h) (1) Driver arrested

22651 (h) (2) Order of suspension or revocation pursuant to section 13388

22651 (i) (1) Multiple parking citations

22651 (j) Lack of vehicle registration

22651 (k) Parking over seventy-two hours

22651 (l) Parking in a construction zone

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22651 (v) Illegally letting stand a mobile billboard advertisement

22651 (w) Second or subsequent violation of an ordinance

22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)

22655.5 (a) Vehicle was used as the means of committing a public offense

22655.5 (b) Vehicle is evidence of crime

22669 Abandoned vehicle

SECTION 4. The Sheriff is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to the fee.

SECTION 5. The fee established herein shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle, shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

SECTION 6. The fee established herein shall be collected only from the registered owner or an agent of the registered owner and that said fee is in addition to any other charges authorized or imposed pursuant to the Vehicle Code.

SECTION 7. The fee established herein complies with Vehicle Code section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the $144.00 per removal fee did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

SECTION 8. The Sheriff shall not impose the fee established herein in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted: (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured drive; or (d) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 9. A registered owner or an agent of a registered owner who believes he/she/they are exempt from the fee established herein under any of the criteria listed in Section 8 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the Sheriff may request, to the City's Administrative Sergeant. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the Sheriff, the Administrative Sergeant or his/her designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

SECTION 10. Until further order of the City Council, the Sheriff is directed to deposit the proceeds of the fee established herein into Traffic Violator Fund in the County Treasury. Proceeds from the Traffic Violator Fund shall be used in conformance with the County's restrictions for the same as well as in conformance with any applicable provisions set forth in the City's agreement with the County for the Sheriff's law enforcement services.

SECTION 11. Until further order of the City Council, the Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein.

SECTION 12. This Resolution supersedes Resolution No. 2001-046.

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

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

ATTEST:

Mitzi Ortiz, MMC
City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2021-04 duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 20th day of January, 2021, by the following roll call vote, to wit:

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

NOES: None

ABSENT: None

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

**ORANGE COUNTY SHERIFF-CORONER**
**TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST

## CONTRACT CITY

| Participating City Request to Purchase From the TVA in FY | Date |
|---|---|
| | |

| QUANTITY | ITEM DESCRIPTION | APPLICABILTY TO TVA PROGRAM | ESTIMATED COST |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

CERTIFICATION

THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM

CITY MANAGER REQUEST:

Printed Name _____

Signature: _____ DATE _____

APPROVALS

## ORANGE COUNTY SHERIFF-CORONER DEPARTMENT

**Recommended For Approval**

| CITY POLICE SERVICES CHIEF | MANAGER – TVA PROGRAM |
|---|---|
| | |

OCSD
BUDGET
USE ONLY

# CITY OF ALISO VIEJO

## FISCAL YEAR 2023-24

**FINAL**

**May 3, 2023**

**Share:** Four (4) Sergeants with LH, LW ( 1/3 AV, 1/3 LH, 1/3 LW)
One (1) Deputy Sheriff II - School Resources Officer (SRO) with LN (0.35)
One (1) Investigator Position with LW (0.50)

**Add:** Increase Vacancy Credits By $50,000. From $200,000 to $250,000.

| | | | SALARIES & EMPLOYEE BENEFITS | | | | | | INDIRECT COSTS | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NO | DIRECT PURCHASE POSITIONS | | SALARY | OVERTIME | BENEFITS | POST PAY | SERVICES & SUPPLIES | TRANSP. | DEPT. OH | DIV. OH | TRAINING | COUNTY OH | OTHER | REVENUE | TOTAL |
| 1 | Captain | | 201,059 | 0 | 182,992 | 0 | 6,750 | 0 | 9,240 | 25,430 | 4,525 | 3,760 | 0 | 0 | **433,756** |
| 1 | Sergeant - Administrative | | 151,382 | 0 | 141,490 | 13,984 | 6,750 | 0 | 9,240 | 29,170 | 4,525 | 3,092 | 0 | 0 | **359,633** |
| 1.33 | Sergeant - Patrol (Share with LW) | | 201,338 | 0 | 188,181 | 18,599 | 8,978 | 0 | 12,289 | 38,796 | 6,018 | 4,112 | 0 | 0 | **478,311** |
| 1.5 | Investigator (Share w/LW) | | 200,367 | 0 | 190,449 | 17,652 | 10,126 | 0 | 13,860 | 89,366 | 6,788 | 4,077 | 0 | 0 | **532,685** |
| 15 | DS II Patrol | | 1,830,510 | 0 | 1,737,540 | 112,380 | 101,250 | 0 | 138,600 | 464,970 | 67,875 | 36,330 | 0 | 0 | **4,489,455** |
| 0.65 | DS II School Resource Officer (Share with LN) | | 79,322 | 0 | 75,293 | 4,870 | 4,388 | 0 | 6,006 | 20,149 | 2,941 | 1,574 | 0 | 0 | **194,543** |
| 2 | DS II Motorcycle | | 250,068 | 0 | 235,286 | 14,984 | 13,500 | 0 | 18,480 | 61,996 | 9,050 | 4,956 | 0 | 0 | **608,320** |
| **22.48** | **Subtotal Safety** | | **$2,914,046** | **$0** | **$2,751,231** | **$182,469** | **$151,742** | **$0** | **$207,715** | **$729,877** | **$101,722** | **$57,901** | **$0** | **$0** | **$7,096,703** |
| 2 | Community Services Officer | | 114,816 | 0 | 81,284 | 0 | 13,500 | 0 | 18,480 | 58,340 | 0 | 2,148 | 0 | 0 | **288,568** |
| 1 | Sr. Emergency Mgt. Prog. Coord. (full position) | | 112,299 | 0 | 60,729 | 0 | 6,750 | 0 | 9,240 | 2,005 | 0 | 2,100 | 0 | 0 | **193,123** |
| **3.00** | **Subtotal Professional** | | **$227,115** | **$0** | **$142,013** | **$0** | **$20,250** | **$0** | **$27,720** | **$60,345** | **$0** | **$4,248** | **$0** | **$0** | **$481,691** |
| **25.48** | **TOTAL STAFF** | | **$3,141,161** | **$0** | **$2,893,244** | **$182,469** | **$171,992** | **$0** | **$235,435** | **$790,222** | **$101,722** | **$62,149** | **$0** | **$0** | **$7,578,394** |
| | **REGIONAL / SHARED STAFF** | | | | | | | | | | | | | | |
| 0.6 | Traffic - Sergeant | 5.67% | 7,074 | 756 | 5,909 | 476 | 268 | 170 | 314 | 534 | 154 | 155 | 0 | 0 | **15,810** |
| 4 | Traffic - Deputy Sheriff II | 5.67% | 32,413 | 5,355 | 29,056 | 1,699 | 1,789 | 5,338 | 2,095 | 3,563 | 1,026 | 738 | 0 | 0 | **83,072** |
| 2 | Traffic - Investigative Assistant | 5.67% | 7,926 | 0 | 6,498 | 0 | 880 | 0 | 1,048 | 1,335 | 0 | 148 | 0 | 0 | **17,835** |
| 1 | Traffic - Office Specialist | 5.67% | 3,198 | 22 | 2,032 | 0 | 440 | 0 | 524 | 667 | 0 | 60 | 0 | 0 | **6,943** |
| 0.3 | Auto Theft - Sergeant | 4.29% | 2,678 | 286 | 2,237 | 180 | 89 | 65 | 119 | 202 | 58 | 59 | 0 | 0 | **5,973** |
| 2 | Auto Theft - Investigator | 4.29% | 12,129 | 1,291 | 11,195 | 1,010 | 590 | 431 | 793 | 1,347 | 388 | 270 | 0 | 0 | **29,444** |
| 1 | Auto Theft - Investigative Assistant | 4.29% | 2,961 | 121 | 2,471 | 0 | 290 | 0 | 397 | 504 | 0 | 58 | 0 | 0 | **6,802** |
| 1 | Auto Theft - Office Specialist | 4.29% | 2,363 | 0 | 1,526 | 0 | 290 | 0 | 397 | 504 | 0 | 44 | 0 | 0 | **5,124** |
| 1 | DET Sergeant | 9.64% | 15,019 | 3,164 | 13,960 | 1,348 | 590 | 0 | 891 | 4,685 | 436 | 355 | 0 | 0 | **40,448** |
| 1 | DET Investigator | 9.64% | 13,427 | 3,399 | 12,623 | 1,135 | 590 | 0 | 891 | 4,685 | 436 | 327 | 0 | 0 | **37,513** |
| 2 | Courts - Investigative Assistant | 7.47% | 10,417 | 331 | 8,625 | 0 | 1,008 | 0 | 1,380 | 299 | 0 | 201 | 0 | 0 | **22,261** |
| 1 | Motorcycle Sergeant + MDC | 7.55% | 12,003 | 820 | 11,179 | 1,055 | 735 | 1,299 | 697 | 1,186 | 342 | 276 | 901 | 0 | **30,493** |
| **16.90** | **Subtotal** | | **$121,608** | **$15,545** | **$107,311** | **$6,903** | **$7,559** | **$7,303** | **$9,546** | **$19,511** | **$2,840** | **$2,691** | **$901** | **$0** | **$301,718** |

# CITY OF ALISO VIEJO

## FISCAL YEAR 2023-24

**FINAL**

**May 3, 2023**

**Share:** Four (4) Sergeants with LH, LW ( 1/3 AV, 1/3 LH, 1/3 LW)
One (1) Deputy Sheriff II - School Resources Officer (SRO) with LN (0.35)
One (1) Investigator Position with LW (0.50)

**Add:** Increase Vacancy Credits By $50,000. From $200,000 to $250,000.

| | | SALARIES & EMPLOYEE BENEFITS | | | | | | INDIRECT COSTS | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NO | ADDITIONAL COSTS/REVENUE | SALARY | OVERTIME | BENEFITS | POST PAY | SERVICES & SUPPLIES | TRANSP. | DEPT. OH | DIV. OH | TRAINING | COUNTY OH | OTHER | REVENUE | TOTAL |
| | Overtime | | 917,961 | 66,892 | | | | | | | 17,166 | | | **1,002,019** |
| | Estimate: Vacancy Credit | | | | | | | | | | | (250,000) | | **(250,000)** |
| | Annual Leave (Pay Downs & Termination Pay) | | | | | | | | | | | 258,603 | | **258,603** |
| | AB109 (2011 Public Safety Realignment) | | | | | | | | | | | | (9,845) | **(9,845)** |
| | Body Worn Cameras (BWC) and In Car Video (ICV) Costs | | | | | | | | | | | 166,349 | | **166,349** |
| | Contract Administration | | | | | | | | | | | 29,562 | | **29,562** |
| | Data Line | | | | | 1,777 | | | | | | | | **1,777** |
| 2 | E - Citation | | | | | | | | | | | 4,443 | | **4,443** |
| | Enhanced Helicopter Response Services | | | | | | 21,500 | | | | | | | **21,500** |
| | Facility Lease | | | | | 50,609 | | | | | | | | **50,609** |
| | Holiday Pay: Comp & Straight Time | | | | | | | | | | | 130,007 | | **130,007** |
| | Integrated Law & Justice Agency of Orange County | | | | | | | | | | | 2,863 | | **2,863** |
| | Mobile Data Computers (MDC) - Acquisition | | | | | | | | | | | | | **0** |
| 18.33 | Mobile Data Computers (MDC) - Recurring Costs | | | | | | | | | | | 66,016 | | **66,016** |
| | Motorcycle Cost (BMW Road Version) | | | | | | | | | | | | | **0** |
| | Patrol Training Cost Allocation (FTB) | | | | | | | | | 107,494 | | | | **107,494** |
| | Premium Pay | | | | | | | | | | | 85,417 | | **85,417** |
| | Retirement Rate Discount (Expenses for Interest and Issuance) | | | | | | | | | | | | | **0** |
| | Retirement Rate Discount, (Gross) | | | | | | | | | | | | | **0** |
| | Revenue/False Alarms | | | | | | | | | | | | (11,253) | **(11,253)** |
| | Revenue/Training Reimbursement | | | | | | | | | | | | | **0** |
| | Revenue/Restitution Reimbursement | | | | | | | | | | | | (2,218) | **(2,218)** |
| | Services & Supplies | | | | | 45,729 | | | | | | | | **45,729** |
| | Transportation - Vehicle Fuel, Maintenance, Mileage Interest etc. | | | | | | 284,877 | | | | | | | **284,877** |
| | **Subtotal** | **$0** | **$917,961** | **$66,892** | **$0** | **$98,115** | **$306,377** | **$0** | **$0** | **$107,494** | **$17,166** | **$493,260** | **($23,316)** | **$1,983,949** |
| | **FY 2023-24 - FINAL CONTRACT TOTAL** | **$3,262,769** | **$933,506** | **$3,067,447** | **$189,372** | **$277,666** | **$313,680** | **$244,981** | **$809,733** | **$212,056** | **$82,006** | **$494,161** | **($23,316)** | **$9,864,061** |
| | **FY 2022-23 - FINAL CONTRACT TOTAL** | **$3,334,457** | **$951,866** | **$3,150,975** | **$214,394** | **$257,716** | **$251,057** | **$223,091** | **$771,061** | **$215,513** | **$89,998** | **$477,224** | **($20,270)** | **$9,917,082** |
| | | -2.15% | -1.93% | -2.65% | -11.67% | 7.74% | 24.94% | 9.81% | 5.02% | -1.60% | -8.88% | 3.55% | 15.03% | -0.53% |
| | | ($71,688) | ($18,360) | ($83,528) | ($25,022) | $19,950 | $62,623 | $21,890 | $38,672 | ($3,457) | ($7,992) | $16,937 | ($3,046) | **($53,021)** |

# AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated April 25, 2023 and is between the CITY OF ALISO VIEJO (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

**WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City’s representative in dealing with the Contractor shall be designated by the City of Aliso Viejo.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

    c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify City will be limited accordingly.

    d) Notwithstanding anything to the contrary contained herein, Contractor’s indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor’s general liability and umbrella insurance policies in the amount of $5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty Dollars and Ninety-five Cents **($30.95)** per hour, per Crossing Guard during the term. Based on a minimum of ten (10) sites and upon a projected (8,280) hours of service the cost shall not exceed Two Hundred Fifty-six Thousand, Two Hundred Sixty-six Dollars ($256,266.00) per year.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

| **CITY** | **CONTRACTOR** |
|---|---|
| **City of Aliso Viejo** | **All City Management Services, Inc.** |
| By_____<br>Signature | By_____<br>D. Farwell, Corporate Secretary |
| _____<br>Print Name and Title | |
| Date_____ | Date_____ |

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: AGREEMENT WITH THE CITY OF MISSION VIEJO FOR ANIMAL CONTROL AND SHELTER SERVICES

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**Recommended Actions:**

1. Approve a seven-year agreement with the City of Mission Viejo for animal control and shelter services; and

2. Authorize the City Manager to execute a seven-year agreement with the City of Mission Viejo, in the amount of $474,487 for fiscal year 2023-24 and in an amount to be determined annually thereafter.

**Fiscal Impact:**

The City's share of animal control and shelter services total $474,487 for fiscal year 2023-24. For each year thereafter, the cost is determined annually and will be budgeted accordingly. Costs for services are determined by allocating the net cost incurred by Mission Viejo and allocated by population. The costs are shared between the City and the cities of Mission Viejo, Laguna Hills, Laguna Niguel, and Rancho Santa Margarita.

**Discussion:**

The City of Mission Viejo has provided animal control and shelter services for the City since 2009. Services include administration of pet licensing, field services, and shelter services. Field services are provided seven days per week, 24 hours per day and include impounding of stray animals, transportation of injured animals, inspections, and investigations.

The current agreement expires on June 30, 2023, and an agreement is necessary to continue animal control and shelter services for the City. The proposed agreement is for a term of seven years with an option to renew for an additional five-year term. In addition, neither the City nor Mission Viejo can terminate the agreement during the first three years of the term.

**Attachment:**

1. Agreement

CONTRACT #

# AGREEMENT FOR ANIMAL CONTROL AND SHELTER SERVICES

THIS AGREEMENT for animal control and animal shelter services ("Agreement") is entered into by and between the City of Mission Viejo, a general law city, and the City of ALISO VIEJO, California ("ALISO VIEJO"), a California general law city, and is effective on the commencement date set forth in Section I.

WITNESSETH:

1. ALISO VIEJO desires to contract with MISSION VIEJO for the performance of the hereinafter-described animal control and animal shelter services.

2. MISSION VIEJO is willing and able to render animal control and shelter services on the terms and conditions hereinafter set forth.

NOW THEREFORE, IT IS MUTUALLY AGREED as follows:

1. TERM

This Agreement shall become effective on July l, 2023, and shall continue in full force and effect until June 30, 2030 (7 years), unless terminated as provided for in Sections 2, 5, and 14. This Agreement shall also have an extension term allowing this Agreement to be extended for one additional, consecutive five (5) year term. Notwithstanding the foregoing, and except as provided otherwise in Sections 5 and 14, either party agrees that it shall not terminate this Agreement at any time during the first three (3) years of the term of this Agreement.

2. TERMINATION

A. Either party may terminate this Agreement by providing prior written notice of said termination to the other party as provided hereafter. The written notice of termination must be given not less than one (l) calendar year in advance of the date the termination is to be effective, as defined in Section 2B below.

B. Upon provision of the written notice of termination provided for in subparagraph 2A, this Agreement shall terminate on the next June 30 that occurs not less than one (l) calendar year after the date of said notice of termination.

3. SERVICES

A. MISSION VIEJO agrees to provide, in its reasonable discretion, animal control services within the corporate limits of ALISO VIEJO. The level of animal control and animal shelter services to be provided under this Agreement shall be substantially the same as that customarily provided to residents of MISSION VIEJO for similar services. Services provided by MISSION VIEJO shall include the enforcement of State of California statutes deemed applicable to ALISO VIEJO by MISSION VIEJO in its sole discretion. MISSION VIEJO will not be obligated to

enforce any ordinances adopted by ALISO VIEJO except those adopted in compliance with Section 5 of this Agreement or as otherwise agreed upon. Services shall be provided in the following three categories:

(1) FIELD SERVICES: MISSION VIEJO shall be responsible for and provide all animal control field services in ALISO VIEJO. Field services shall be reasonably provided seven days a week, 24 hours per day, 365 days a year. Field services shall include, but not limited to: patrol of assigned area; impounding of stray animals; field release to owner of restrained animals; transportation of all injured impounded animals to a veterinarian for emergency care; impounding and disposal of stray and owner controlled deceased animals; pick-up of injured or deceased wildlife; cruelty investigations; bite investigations; quarantine reports; vicious dog investigations; nuisance animal investigations; animal facility inspections and permits; special animal event inspections and permits; enforcement of state and local laws and regulations, and issuance of citations; and public information and education services regarding domestic animals, wildlife, and general animal related regulations. Routine field services shall generally be provided between the hours of 8:00am and 9:00pm. Telephone service request lines shall be answered between 8:00am and 8:00pm Monday through Sunday, except Holidays. For emergency and non-emergency field services between 8:00pm and 8:00am, staff will respond to emergency field services through an automated answering system, all nonemergency messages will be returned the following business day.

(2) SPECIAL SERVICES: MISSION VIEJO shall be responsible for and provide all pet licensing and license renewals, gaining compliance of delinquent pet license, and animal facility licensing and inspection in ALISO VIEJO. New pet licenses shall be available at the Mission Viejo Animal Services Center, and in the field through Animal Control Officers. Pet license renewals shall be processed by mail or through an online renewal system. MISSION VIEJO will process renewals and answer questions regarding pet licensing requirements in person or by telephone. MISSION VIEJO Animal Control Officers shall issue an administrative citation for a pet license, but only after prior notifications have not been successful.

All animal-related businesses in ALISO VIEJO will be inspected annually and in response to any complaints to assure that facilities meet required laws and standards. MISSION VIEJO shall provide advance notification of such inspections to ALISO VIEJO animal related business owners.

Low-cost vaccination clinics will be held four times a year at the Mission Viejo Animal Services Center for pet owners in ALISO VIEJO. Mission Viejo Animal Services may attend low-cost vaccination clinics within ALISO VIEJO when requested to issue pet licensing to ALISO VIEJO residents.

Mission Viejo will provide coordination and support for emergencies involving animal evacuation, sheltering and care for ALSIO VIEJO.

(a) When requested, MISSION VIEJO shall respond to emergency situations including evacuating animals as well as providing shelter and care for evacuated animals for the duration of the emergency.

(b) MISSION VIEJO will respond with adequate staffing, equipment, and supplies to house and care for animals in an emergency.

(c) MISSION VIEJO will provide ALISO VIEJO with updated 24-hour emergency contact information, and the process ALISO VIEJO shall use to make a request for emergency services.

(3) SHELTER SERVICES: MISSION VIEJO shall be responsible for and provide animal shelter services to ALISO VIEJO. Services shall be provided at the Mission Viejo Animal Services Center, 28095 Hillcrest, Mission Viejo ("Center"). The Center will be open to the public to locate lost pets or for pet adoption seven days per week, Monday through Sunday, except holidays. Public hours may vary from day to day, but shall generally be between 12pm and 4pm, and by appointment.

The Center shall retain dogs and cats that have owner identification for ten (10) calendar days for the purpose of owner redemption. The shelter shall retain dogs and cats without owner identification for five (5) calendar days for owner redemption. Animals will be kept on public display to allow owner identification and redemption. When animals are wearing identification and/or are microchipped, owners will be contacted by telephone, email, mail and/or field notice at the election of Mission Viejo. After the owner redemption holding period, the Center shall retain all healthy, non-aggressive dogs and cats indefinitely for public adoption.

MISSION VIEJO agrees to maintain the Center in a humane manner and keep said premises in a clean condition at all times in accordance with the policies and the budget approved by MISSION VIEJO for the shelter, and that all services furnished by it hereunder shall be in accordance with the laws of the State of California, and that it will give required notices and use humane methods of care and euthanasia of any animal coming under its jurisdiction pursuant to its policies.

The decision to euthanize any animal will be based on a complete evaluation of an animal's overall health, temperament, age, and adoptability with due consideration of the welfare of the animal. The decision to euthanize will be made by the Animal Services Director or designee, which will include input from one or more of the following: a) a licensed Veterinarian; b) a certified Dog Trainer; c) Mission Viejo Animal Services staff. The Mission Viejo Animal Services Center will prepare documentation for each animal that is euthanized explaining how and why the decision for euthanasia was reached. Each member that was included in the decision process will sign this documentation.

B. MISSION VIEJO shall furnish and supply all necessary labor, supervision, equipment, and supplies to provide the services described in this Agreement in Section 3. In all instances wherein special supplies, stationery, notices, forms, and the like are desired to set forth the name, logo, or other mark of ALISO VIEJO, the same shall be supplied from time to time by ALISO VIEJO at its own expense.

C. The method by which services are provided, the standard of performance, any other matters incidental to the performance of such services, and the control of personnel so employed, shall be determined by MISSION VIEJO. In the event of a dispute between the parties as to the extent of the duties and functions to be provided hereunder, or the level and manner of such services, the parties shall meet in good faith to resolve their differences. In the event of an impasse, the decision of the City Manager of MISSION VIEJO shall be final.

D. To facilitate the performance of services hereunder; MISSION VIEJO shall be provided the unrestricted cooperation and assistance of and from ALISO VIEJO, its officers, agents, and employees.

E. Upon the mutual written agreement of the parties, additional services may be rendered by MISSION VIEJO and paid for by ALISO VIEJO.

## 4. STATUS OF CONTRACTOR

Although the services herein described are municipal functions, all persons employed by MISSION VIEJO to provide said services shall be MISSION VIEJO employees; no person employed hereunder shall have the right to any ALISO VIEJO pension or civil service status. When performing services under this Agreement and for the purpose of giving official status to the performance therefore where necessary, but not for the purpose of liability or indemnification, every MISSION VIEJO officer or employee shall be deemed to be an officer or agent of ALISO VIEJO.

## 5. CONFORMITY OF ALISO VIEJO ORDINANCES WITH MISSION VIEJO ORDINANCES

A. ALISO VIEJO has adopted ordinances concerning animal control. MISSION VIEJO shall review the ALISO VIEJO ordinances relative to the MISSION VIEJO ordinances and regulations and the City Manager of MISSION VIEJO shall advise ALISO VIEJO as to whether ALISO VIEJO needs to amend or repeal any of its ordinances and/or whether ALISO VIEJO needs to adopt any new ordinances or regulations, including related fees. If ALISO VIEJO fails to take the requested action within one hundred eighty (180) days of receiving written notice from the City Manager of MISSION VIEJO, MISSION VIEJO may, in its discretion, automatically terminate this Agreement, notwithstanding Section 2 of this Agreement.

MISSION VIEJO may adopt new animal control ordinances and/or regulations in the future or amend or repeal its existing ordinances and/or regulations. If MISSION VIEJO takes any such action, the City Manager of MISSION VIEJO may request that ALISO VIEJO take all or some of the same actions. If ALISO VIEJO fails to take such requested action within one hundred eighty (180) days of receiving written notice from the City Manager of MISSION VIEJO, MISSION VIEJO may, in its discretion, automatically terminate this Agreement, notwithstanding Section 2 of this Agreement.

B. ALISO VIEJO shall maintain all ordinances, resolutions, or other regulations necessary to enable MISSION VIEJO personnel to enforce the ordinances and laws within the corporate jurisdiction of ALISO VIEJO.

6. PREPARATION OF ANNUAL BUDGET

MISSION VIEJO agrees that the City Manager of ALISO VIEJO shall have the right to review the preparation of Mission Viejo's Animal Service Program budgets for fiscal years in which this Agreement remains in effect.

7. PAYMENTS

A. BASIS FOR PAYMENT FOR MISSION VIEJO PERFORMANCE AS DEFINED IN SECTION 7B.

ALISO VIEJO shall pay MISSION VIEJO for the actual costs of providing animal control and animal shelter services to the areas within the corporate limits of ALISO VIEJO in accordance with Subsections B. through F.

B. PAYMENT METHOD

(1) ALISO VIEJO shall make quarterly provisional payments to MISSION VIEJO in an amount equal to twenty-five percent (25%) of the estimated Provisional Payment, defined below, for the then applicable fiscal year. The estimated Provisional Payment for each fiscal year shall be determined by mutual agreement during MISSION VIEJO's annual budget preparation process for that fiscal year provided for in Section 6. In the event the parties do not reach agreement upon the amount of the Provisional Payment for a fiscal year by July I for that fiscal year, then the Provisional Payment for the immediately preceding fiscal year shall be used, each party recognizing that the Actual Costs of the services provided for that fiscal year shall be determined pursuant to Section 7C. Each quarterly payment shall be due thirty (30) days after the end of the quarter in which services were provided ("due date").

(2) If a payment is not received by MISSION VIEJO within thirty (30) days after the due date, MISSION VIEJO may cease providing any further service under this Agreement to ALISO VIEJO and may satisfy the indebtedness in any manner prescribed by law and Section 2 of this Agreement.

(3) Exceptions to payment to MISSION VIEJO: ALISO VIEJO shall not be called upon to assume any economic responsibility for:

(a) direct payment of any salaries, wages or other compensation to any MISSION VIEJO personnel performing services pursuant to this Agreement;

(b) any expenditure of costs other than specifically provided for in Section 7 of this Agreement except as the same may arise under Section 12; and

compensation or indemnity to any MISSION VIEJO employee for injury or sickness arising out of his or her employment while performing services pursuant to this Agreement; provided, however, the costs of such expenses described in this subparagraph shall be considered expenditures for the Animal Services program and shall be allocated pursuant to the terms of Section 7C of this Agreement.

C. DETERMINATION OF ACTUAL COST OF SERVICES

(1) MISSION VIEJO shall collect and maintain expenditure and workload data to be used to determine the Actual Cost of the animal control and shelter services provided to ALISO VIEJO for each fiscal year during the term of this Agreement.

(2) ALISO VIEJO's Actual Cost of Services shall be determined for each fiscal year. This shall be done by applying ALISO VIEJO's percentage of the total population of the total pool of all participating cities of ALISO VIEJO, LAGUNA NIGUEL, RANCHO SANTA MARGARITA, LAGUNA HILLS, and MISSION VIEJO to the Net Cost for the services program. Net Cost shall be calculated by subtracting the total fiscal year revenues from the expenditures for animal services. Population shall be based on the State Controller's population estimate for each City for the January I immediately preceding the applicable fiscal year.

(3) Any monetary donations received by MISSION VIEJO or ALISO VIEJO shall be placed in dedicated Animal Services budgets. Funds shall be used, as determined by MISSION VIEJO to fund extraordinary care of the animals and or one-time capital expenses to aid in improving the care of the animals sheltered at the Center.

D. FEE REVENUE

(1) MISSION VIEJO shall have all powers of ALISO VIEJO and shall receive all cooperation possible from ALISO VIEJO to enable efficient enforcement of fee collection. MISSION VIEJO shall retain all fees and revenue derived from the enforcement of the ALISO VIEJO ordinances pertaining to the animal control services provided by MISSION VIEJO, provided that such fees and revenues will be included in the calculation of Net Cost, as described in Section 7C(2).

(2) MISSION VIEJO agrees to keep a record of all license revenue collected from residents of ALISO VIEJO, and all fee revenue generated from animals received from ALISO VIEJO residents or impounded within the corporate limits of ALISO VIEJO.

E. ADJUSTMENTS TO PROVISIONAL PAYMENT

(1) MISSION VIEJO agrees to complete the calculation of the Actual Cost of Service for animal shelter services for a fiscal year, on or before December 31 immediately following the end of the fiscal year.

(2) If the Actual Cost of Service for any fiscal year is greater than the Provisional Payments for a fiscal year, then MISSION VIEJO shall invoice ALISO VIEJO for the difference. If payment of the difference is not received by MISSION VIEJO within sixty (60) days after the invoice is submitted, MISSION VIEJO may satisfy the indebtedness in any manner prescribed by law and, in its sole election, may discontinue services to ALISO VIEJO under this Agreement. If the Actual Cost of Service for any fiscal year is less than the provisional

payments for a fiscal year, MISSION VIEJO will credit or refund the difference within sixty (60) days of the determination of the Actual Cost of Service.

F. PROHIBITION ON RECOUPMENT OF INITIAL SHELTER COSTS

MISSION VIEJO agrees that ALISO VIEJO shall not be expected or required to make any payment or provide any reimbursement to MISSION VIEJO for MISSION VIEJO'S animal services and shelter program start-up costs and capital investment, including but not limited to, costs for land acquisition, shelter design and construction, and the purchase of vehicles, furniture, fixtures, and equipment.

Depreciation is an allowable expense under Section 7C(2) for the purpose of replacement and rehabilitation of capital assets. Depreciation is not considered recouping the original cost of a capital asset but rather funding the replacement and rehabilitation cost of that capital asset.

G. ANIMAL SERVICES CAPITAL ASSETS

OWNERSHIP: Capital assets, including but not limited to, costs for land, animal shelter facilities, vehicles, furniture, fixtures, and equipment shall be owned by MISSION VIEJO.

FINANCING ACQUISITION OF CAPITAL ASSETS: ALISO VIEJO's share of the cost of capital assets shall be determined in the same manner that ALISO VIEJO's Actual Cost of Service is determined as set forth in Section 7C(2).

FINANCING THE REPLACEMENT OR REHABILITATION OF CAPITAL ASSETS: The cost of capital assets will be depreciated on a straight-line basis over their useful lives. This depreciation calculation will increase expenditures in Section 7C(2). Accumulated depreciation will be used to help finance the replacement and rehabilitation of capital assets.

MISSION VIEJO and ALISO VIEJO will enter into separate agreements for new capital improvement projects relating to nonoperating capital expenses.

In the event that this Agreement shall be terminated by either party, both parties agree to meet in good faith to equitably split the unspent revenues after all costs have been covered by the CITY OF MISSION VIEJO for current year operating expenses and capital expenses in the process of construction.

In the event that this Agreement shall be terminated by either party, both parties agree to meet in good faith to equitably split the balance of the depreciated capital for those items ALISO VIEJO has been paying for through the depreciation calculation.

8. BINDING ARBITRATION

Any dispute arising with respect to Section 7(H) and (I) that cannot be settled by good faith negotiation shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association. Arbitrators shall be selected from the list of retired judges of the Orange County Superior Court or any California appellate court. The arbitration shall be held in Orange County, California. Any decision or award rendered by the arbitrator shall be in writing stating a factually detailed, reasoned

opinion of the arbitrator's findings of fact and conclusions of law and shall be signed by the Arbitrator. The Arbitrator, in deciding any dispute under Section 7(H) and (I), shall base his or her decision or award on the record, shall have no power or authority to award special, consequential, punitive, or exemplary damages, and shall look to the substantive laws, and not the laws of conflicts, of the State of California for the resolution of the Dispute. Both parties reserve the right to conduct full discovery pertinent to California Code of Civil Procedure, Section 1283.05. Any costs for said Arbitration shall be borne equally by both parties.

9. CONSULTATION

MISSION VIEJO agrees to consult with ALISO VIEJO during the consideration of, and prior to any final decision and/or implementation of the following:

A. The Animal Services annual operating budget and capital improvement program for each fiscal year this Agreement is in effect.

B. Any proposed change in the level of service, staffing, days, or hours of operation of field services, special services, or shelter services.

C. Any proposal to offer or contract for the provision of animal control and shelter services to another public agency.

D. Any change in the method by which MISSION VIEJO determines general administrative costs, general overhead costs, indirect costs, depreciation of capital assets or insurance costs with respect to the allocation to the Animal Services program budget.

E. Any proposed changes to MISSION VIEJO ordinances, regulations, and fees concerning animal control services that MISSION VIEJO would propose be adopted by ALISO VIEJO.

F. Any proposed changes in insurance coverage for the animal control operations and/or any potential change in costs for such coverage.

G. MISSION VIEJO on or about March 1 of the year in which MISSION VIEJO begins preparation of the two-year budget cycle shall submit a draft budget to the City Manager of ALISO VIEJO for review and comment prior to processing the final document and presenting it to the City Council of MISSION VIEJO for adoption.

10. RECORDS

All records created or received by MISSION VIEJO in accordance with this Agreement shall be MISSION VIEJO records. MISSION VIEJO agrees to keep such books and records in such form and manner as the Director of Administrative Services of MISSION VIEJO shall specify. Said books shall be open for examination by ALISO VIEJO at all reasonable times.

11. CAPITAL ASSETS AND DEPRECIATED ITEMS

MISSION VIEJO shall provide ALISO VIEJO, upon request, with a list of capital assets and depreciated items with respect to the provision of services under this Agreement at the time it provides a budget for approval by the City Council of MISSION VIEJO.

12. ALTERATION OF TERMS

This Agreement fully expresses all understandings of MISSION VIEJO and ALISO VIEJO with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition, or alteration, of the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

13. INDEMNIFICATION

A. That neither ALISO VIEJO nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by MISSION VIEJO under or in connection with any work, authority, or jurisdiction delegated to MISSION VIEJO under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, MISSION VIEJO, shall fully defend, indemnify and hold ALISO VIEJO harmless from any liability imposed for injury (as defined by Government Code Section 810.8), including attorney's fees and costs, occurring by reason of anything done or omitted to be done by MISSION VIEJO under or in connection with any work, authority or jurisdiction delegated to MISSION VIEJO under this Agreement.

14. INSURANCE

MISSION VIEJO agrees to maintain the following insurance coverage during the term of this Agreement:

A. Workers' Compensation and Employer's Liability:
MISSION VIEJO shall maintain workers' compensation insurance with statutory limits and employer's liability insurance in an amount not less than one million dollars **($1,000,000.00)** per accident for bodily injury or disease for MISSION VIEJO's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. The policy shall be endorsed to provide the following:

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

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduces 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. General Liability:
MISSION VIEJO shall maintain General Liability Insurance coverage for claims which may arise from or out of MISSION VIEJO'S performance of its obligations hereunder. This coverage shall have a limit of liability not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury, personal injury, and property damage.

C. Automobile Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then MISSION VIEJO agrees to maintain automobile liability insurance for vehicles provided by MISSION VIEJO for use under this Agreement. This coverage shall cover bodily injury and property damage for all activities of the MISSION VIEJO arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount of not less than $1,000,000 combined single limit for each accident.

D. Endorsements:
The policies of insurance required by Section 14(B) General Liability, and 14(C) Automobile 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 insured 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 MISSION VIEJO; 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.

E. 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.

15. BREACH OF AGREEMENT

Except as provided in Section 2, if either MISSION VIEJO or ALISO VIEJO defaults in the performance of the terms or conditions of the Agreement, it shall have thirty (30) days after service upon it of a written notice of default in which to cure the default by rendering satisfactory performance. In the event that a party fails to cure its default within such period of time, the other party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of either party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either the term or condition, or of any other term or condition of this Agreement.

16. ATTORNEY'S FEES

If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

17. NOTICES

Unless the persons or addresses are otherwise identified by notice given in the manner specified by this paragraph, all notices authorized or required by this Agreement shall be deemed effective when reduced to writing and deposited in the United States mail, certified, and addressed as follows:

To MISSION VIEJO: City Manager
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691

To ALISO VIEJO: City Manager
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92653

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

| **City of Mission Viejo** | **City of Aliso Viejo** |
|---|---|
| Brian Goodell, Mayor | Richard Hurt, Mayor |
| ATTEST: | ATTEST: |
| Kimberly Schmitt, City Clerk | Mitzi Ortiz, City Clerk |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| William P. Curley III, City Attorney | Scott C. Smith, City Attorney |

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services
Charlene Cheng, Management Analyst

SUBJECT: AGREEMENT FOR PROFESSIONAL VIDEOGRAPHY AND PRODUCTION SERVICES – WINTER VISUALS

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**Recommended Actions:**

Approve and authorize the City Manager to execute a 3-year professional services agreement with Winter Visuals to perform video production services.

**Fiscal Impact:**

The cost for services is estimated at $30,000 annually, with total compensation not to exceed $90,000 over three years. Funds for the services have been included in the FY 2023-24 budget.

**Background:**

Since 2015, Winter Visuals has been contracted to produce the State of the City video and televise City Council meetings. Additionally, Winter Visuals has been contracted since 2016 to produce the City's Featured Business of the Month videos, as well as other promotional videos.

**Discussion:**

Staff has been extremely satisfied with the performance of Winter Visuals throughout the years. Winter Visuals has demonstrated excellent skills in videography, mixing, and production, and offers custom tailored services to the City and has proven to be collaborative, creative, and responsive. Staff recommends City Council authorize the City Manager to enter into a three-year agreement for videography and production services with Winter Visuals.

**Attachment:**

1. Agreement

**CITY OF ALISO VIEJO**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**VIDEOGRAPHY AND PRODUCTION SERVICES**

## 1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2023, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **WINTER VISUALS**, a **SOLE PROPRIETORSHIP**, with its principal place of business at **28510 Williams Canyon Road, Silverado, CA 92676** ("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 **VIDEOGRAPHY AND PRODUCTION** 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 **VIDEOGRAPHY AND PRODUCTION** 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 **VIDEOGRAPHY AND PRODUCTION** 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 **VIDEOGRAPHY AND PRODUCTION** 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 **JULY 1, 2023** to **JUNE 30, 2026**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Consultant.**

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

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates the **DIRECTOR OF GOVERNMENT SERVICES**, 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 **ERIC WINTER**, 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) 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 **NINETY THOUSAND DOLLARS** (**$90,000.00**) ("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**:

Winter Visuals
28150 Williams Canyon Road
Silverado, CA 92678
Attn: **Eric Winter, Owner**

**City:**

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

3.5.4 Fraud Policy. Consultant shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Agreement. Consultant shall submit to the City a statement signed by an authorized representative for Consultant certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any

of Consultant's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Consultant shall reimburse the City for any costs and expenses associated with fraud against the City.

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

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

3.5.7 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term

of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

**3.20** **Subcontracting.**

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

***[Signatures on following page.]***

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND WINTER VISUALS**

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

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Ann Eifert
Director of Financial Services

**WINTER VISUALS**

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

**CITY OF ALISO VIEJO**

**DECLARATION OF POLITICAL CONTRIBUTIONS**

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

_____

_____

_____

_____

_____

_____

_____

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

| | |
|---|---|
| City/County/State | Date |
| Name of Business | Print Name |
| Signature | |

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

**CITY OF ALISO VIEJO**

**ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY**

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

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

| | |
|---|---|
| Name of Business | Print Name |
| Signature | |
| Date | |

**EXHIBIT "A"**
**TO PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**VIDEOGRAPHY AND PRODUCTION SERVICES**

## SCOPE OF SERVICES

**Services relating to Bulletin Board and Video Playback include:**

- Design and create Bulletin Board pages as directed by the City.
- Program, schedule, mix down of shows to playback.
- Manage records on day-to-day operations including maintenance schedules for equipment.
- Other video related duties as assigned by City Staff.

**Services relating to televising Council Meetings include:**

- Prior to each Council Meeting, perform preparation work consisting of testing signals and equipment; and creating agenda graphics.
- Operate the audio/visual equipment for the live broadcast of Council Meetings.
- After each Council Meeting, perform post production work consisting of encoding the Leightronix server to replay the broadcast of Council Meetings; creating DVDs for archival purposes and wrapping the production.
- An initial graphics package will be designed and created at no additional charge.

**Services relating to the State of the City:**

- Create the State of the City video for the City of Aliso Viejo. The video will be shot at various locations utilizing Winter Visuals television equipment (GoPro, drone, HD camera equipment, audio equipment as needed) and camera operator(s).
- Video will be shot in HiDef and delivered in a web friendly format to be determined by City Information Technology staff. In addition, a DVD will be provided and encoded to the City's television playback system and/or any other format required for City use.
- Editing and graphics are to be created on Winter Visuals nonlinear editing computers and music will be added in the background.

**Services relating to Business Highlight Videos:**

- Create fourteen (14) thirty- to sixty-second segments on Aliso Viejo business owners. Segments will be recorded and produced by Winter Visuals.

- Twelve segments shall feature businesses in a unique and flattering way to enhance sales and promote the community. Segments shall include interviews with business owner or representatives.

- Two of the videos shall be of the Aliso Viejo Center and Aliso Viejo Aquatic Center.

**Services relating to other projects:**

- Film and produce videos for Aliso Viejo Ranch and City campaigns and events as assigned by City staff.

The work shall be performed primarily by Eric Winter unless otherwise authorized by the City's representative.

**EXHIBIT "B"**

**TO PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**VIDEOGRAPHY AND PRODUCTION SERVICES**

**SCHEDULE OF SERVICES**

Consultant shall perform, create, produce and direct a State of the City videos, in HiDef. The video shall be converted to multiple formats as determined by City Staff.

Consultant shall create fourteen, 30-60 second promotional videos for the Business of the Month program and City programs.

Consultant shall perform bulletin board and video playback services on an as-needed basis as determined by City Staff. Consultant shall perform televised Council Meeting services for all City Council Meetings unless directed otherwise by the City.

**EXHIBIT "C"**
**TO PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**VIDEOGRAPHY AND PRODUCTION SERVICES**

**COMPENSATION**

**2023 Winter Visuals Rate Sheet**

| | | | | |
|---|---|---|---|---|
| Full Day | Camera/Photo Rental & Operator | 1 | $593.75 | $593.75 |
| 1/2 Day | Camera/Photo Rental & Operator | 1 | $378 | $378.00 |
| | Business of the Month | 1 | $772.19 | $772.19 |
| | State of the City (Up to) | 1 | $5150 | $5150.00 |
| 3 hour min | City Council Meetings | 3 | $138.46 | $415.38 |
| | CC Meetings per hour past 3 hours | 1 | $138.46 | $138.46 |
| 2 hour Min | Audi Visual Coordination site visit | 1 | $53 | $53.00 |
| | Admin per month | 1 | $53 | $53.00 |
| | Misc productions bid per project | | | |
| Per Hour | Editing / Revisions / UL/Retouch | 1 | $97.34 | $97.34 |
| Per Track | VO's | 1 | $77.25 | $77.25 |
| Per Track | Music | 1 | $77.25 | $77.25 |
| 1/2 Day | Drone | 1 | $540 | $540.00 |
| Per Hour | Teleprompter | 1 | $128.5 | $128.50 |
| 1/2 day | Grip / Assistant | 1 | $257.5 | $257.50 |

**City of Aliso Viejo Business of the Month videos 2023-2024**

While each location is different and segment times will vary this quote is based on an average base price per segment and will not exceed the base price as long the shoot is done in one day. Price per segment will be $772.19.

Cost of the production covers;

1) Up to half day on location shooting.
2) Rental cost of camera equipment, editing computers and software owned by Winter Visuals.
3) Stock Music.
4) Required liability insurance.
5) Delivered final product in format of choice.

If the city requires additional location shooting base rate is $350 per half day which includes HD camera, audio equipment and operator.

If the contract is for multiple years, increases for the follow years will be determined by the yearly percentage average of the Consumer Price Index.

**City of Aliso Viejo City Council Meeting Production**

Services provided:

- Arrive at least one hour before the meeting to test microphones and ensure broadcast system is running correctly, check with city staff for additional requirements or special presentations.
- Live Cablecast of the “City of Aliso Viejo City Council Meetings” with one experienced Director/graphics operator.
- Graphic’s creation for the agenda items to be added to the television cablecast.
- Prepare and “roll in” media as specified by city staff and Council Members as required.
- Live encoding of the City of Aliso Viejo City Council Meetings to the Playback server.
- Two replays of the City of Aliso Viejo City Council Meetings from the Playback server.
- Provide applicable insurance.

The cost to the City of Aliso Viejo will be $138.46 per hour with a three-hour minimum.

If the contract is for multiple years, increases for the follow years will be determined by the yearly percentage average of the Consumer Price Index.

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: So Kim, Director of Community Development

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

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**Recommended Action:**

Approve and authorize the City Manager to execute a Fifth 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 $68,000.

**Fiscal Impact:**

The cost for the services provided under the fifth amendment is not to exceed $68,000. Funds for this project are available in the FY 2023-24 budget.

**Background:**

The existing agreements for the Community Development Department are all set to expire on June 30, 2023. Accordingly, a Request for Proposal (RFP) was released to enter into new agreements for the next Fiscal Year (FY) 2023-24, one of which is for planning consulting services. In response to the RFP, the City received a total of four proposals from various firms.

**Discussion:**

The Community Department historically had three to four full-time planners at various levels, as well as contract planning staff. The average workload over the years have gradually increased, necessitating the continuous need for contract planning services.

The Community Development Department (CDD) anticipates the same or increased level of planning activities in FY 2023-24, considering the recent submittal of the 362-unit mixed use development and the new tenant mix at The Commons, as well as the state mandated update of the Safety Element. Currently, CDD has a total of two full-time planners, which is the lowest number of planning staff since FY 2016-17. Despite the reduced number in

full-time staff, the Planning Division was able to provide the same level of service due to the help of contract staff.

In order to continue operating the Planning Division at similar levels of service, the City issued an RFP and received four proposals in response. Staff reviewed the four proposals and found that the available resources, experience, and cost are similar across the different firms. While the four firms are similar, Staff is recommending that the City continue working with Civic Solutions Inc., as they have provided planning services to the City since April 2022 and the City has received only positive feedback from the public as well as internal Staff. As such, Staff is recommending that the existing agreement with Civic Solutions be amended to provide planning services on an as-needed, part-time basis for FY 2023-24 in the amount not to exceed $68,000.

**Attachments:**

1. Original Agreement with Civic Solutions, Inc.

2. Fifth 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 FormW-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services.

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

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

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

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

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



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**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 | April 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. | Thomas G. Merrell |
| Name of Business | Print Name |
| Thomas G. Merrell | |
| Signature | |
| April 22, 2022 | |
| Date | |



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# EXHIBIT "A"

# SCOPE OF SERVICES

CIVIC SOLUTIONS

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

CIVIC SOLUTIONS

## 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



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**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 | July 6,2022 |
| City/County/State | Date |
| Civic Solutions, Inc. | Thomas G. Merrell |
| Name of Business | Print Name |
| Thomas G. Merrell | |
| 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. | Thomas G. Merrell |
| Name of Business | Print Name |
| Thomas G. Merrell | |
| Signature | |
| July 6, 2022 | |
| Date | |



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**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.

**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:**

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



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**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



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# Agreement Amendment - Civic Solutions

Final Audit Report 2022-07-29

| | |
|---|---|
| Created: | 2022-07-28 |
| By: | Mitzi Ortiz (mortiz@avcity.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAcx1KKo1DvIFMQISWVvKHojnkwiYUdloN |

## "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

Adobe Acrobat Sign

**CITY OF ALISO VIEJO**

**FIFTH AMENDMENT TO**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR PLANNING CONSULTANT SERVICES**

## 1. PARTIES AND DATE.

This Fifth 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 amended the Agreement on March 15, 2023, to increase the total compensation under the Agreement by forty-thousand dollars ($40,000).

2.6 Fifth Amendment. The Parties now desire to amend the Agreement to increase the total compensation under the Agreement by **Sixty-Eight Thousand Dollars ($68,000)**.

## 3. TERMS.

3.1 Term.

The term of this Agreement shall be from **July 1, 2023 to June 30, 2024**, 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 Seventy Eight Thousand Dollars ($278,000)** ("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 Fifth Amendment.

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

3.6 Counterparts. This Fifth 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 FIFTH 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 Fifth Amendment to Agreement on this ____ day of _____, 2023.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Ann Eifert
Director of Financial Services

**Civic Solutions, Inc., a corporation**

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

**CITY OF ALISO VIEJO**

**DECLARATION OF POLITICAL CONTRIBUTIONS**

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

_____

_____

_____

_____

_____

_____

_____

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

| | |
|---|---|
| City/County/State | Date |
| Name of Business | Print Name |
| Signature | |

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

**CITY OF ALISO VIEJO**

**ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY**

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

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

| | |
|---|---|
| Name of Business | Print Name |
| Signature | |
| Date | |

**EXHIBIT "A"**
**COMPENSATION**

**Fee Schedule**

| Position | Hourly Rate |
|---|---|
| Principal Management Consultant | $172 |
| Principal Planner | $156 |
| Senior Planner | $146 |
| Associate Planner | $130 |
| Assistant Planner | $119 |
| Planning Technician | $100 |

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: June 7, 2023

TO: Mayor and City Council

FROM: So Kim, Director of Community Development

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES TO PROVIDE BUILDING & SAFETY AND CODE ENFORCEMENT SERVICES

---

**Recommended Action:**

Approve and authorize the City Manager to execute a Professional Services Agreement with Charles Abbott Associates for building & safety and code enforcement consulting services for a five-year period, with a total compensation amount not to exceed $600,000, annually ($3,000,000 total).

**Fiscal Impact:**

The cost for the services provided is not to exceed $3,000,000 over a five-year period. Funds for these services are included annually in the budget.

**Background:**

The City incorporated on July 1, 2001, and has had an agreement with Charles Abbott Associates to provide all building & safety and code enforcement services. With this agreement set to expire on June 30, 2023, the City issued a RFP to solicit responses to find the best candidate for the needed services. The City received a total of four proposals from the following firms in response to the RFP: Bureau Veritas, Charles Abbott Associates, CSG Consultants, and Interwest.

**Discussion:**

In reviewing the four proposals, staff found that Bureau Veritas has one code enforcement officer with no recent municipal code enforcement experience; and while Interwest includes an hourly rate for a code enforcement officer, they did not have one available. The overall costs of these firms are also higher than other firms and therefore, these two firms were removed from consideration.

Both CSG and CAA are competitive in that they have qualified staff and similar experience. CAA fees are slightly lower in terms of all inclusive fees as well as hourly personnel fees (see table below). All inclusive fees consist of a percentage of permit fees (including plan check fees) in exchange for providing necessary building staff to provide services. Code enforcement officer is not included and is an added hourly cost.

| Firm | All Inclusive Fee | Hourly Fee |
|---|---|---|
| Bureau Veritas | 60% of plan check fees<br>**plus**<br>Hourly rates for staff | Building Official - $160<br>Building Inspector - $90-$125<br>Code Enf Officer - $110-$125<br>*(no recent and relevant code enforcement experience*) |
| Charles Abbott Associates (CAA) | Building & Safety<br>63% of permit fees (up to $20,000)<br>58% ($20,001 to $40,000)<br>48% ($40,001 to $60,000)<br>43% ($60,001 and higher)<br>*(permit fees include plan check)*<br>**plus**<br>Code Enforcement - $85/hour | Building Official - $138<br>Building Inspector - $90-$105<br>Code Enf Officer - $85 |
| CSG Consultants (CSG) | Building & Safety and Code Enforcement<br>65% of permit fees<br>*(permit fees include plan check)*<br>**plus**<br>Code Enforcement - $110-$120/hour | Building Official - $160<br>Building Inspector - $105-$115<br>Code Enf Officer - $110-$120 |
| Interwest | Not Available | Building Official - $160<br>Building Inspector - $90-$110<br>Code Enf Officer - $125-$135<br>(*no available code enf staff*) |

CAA has provided contract building & safety and code enforcement services to the City since its incorporation in 2001. CAA has provided excellent service to date and has consistently been professional to the public as well as internal staff. Given their experience and familiarity with the City as well as competitive costs in comparison to other firms, Staff is recommending that the City Council authorize CAA to continue providing building & safety and code enforcement services for the next five years, beginning FY 2023-24 in the amount not to exceed $600,000, annually.

**Attachment:**

1. Agreement

**CITY OF ALISO VIEJO**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**BUILDING & SAFETY AND CODE ENFORCEMENT**

## 1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2023, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **CHARLES ABBOTT ASSOCIATES**, **INC.,** a **CORPORATION**, with its principal place of business at **27201 PUERTA REAL, #200, MISSION VIEJO, ca 92691** ("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 **BUILDING & SAFETY AND CODE ENFORCEMENT** 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 **BUILDING & SAFETY AND CODE ENFORCEMENT** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

## 3. TERMS.

### 3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **JULY 1, 2023** to **JUNE 30, 2028**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional two-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

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

retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. 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. Any personnel who fail or refuse to perform the Services in accordance with this Agreement and the scope of work , or who are uncooperative, 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: **ELIZABETH MCCANN, RON MCFARLAND, JONATHAN LOPEZ, AND JAMES PORRAS**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates the **COMMUNITY DEVELOPMENT 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 **ELIZABETH MCCANN**, 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 Consultant. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized 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 its 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.

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, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. 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 bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability: Professional Liability insurance with minimum limits of $1,000,000 per claim and in the aggregate. 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.

(e) Cyber Security and Privacy Liability. Consultant shall procure and maintain insurance with limits of $1,000,000 per occurrence/loss, $2,000,000 general aggregate, which shall include the following coverage:

(1) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.

(2) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

(3) Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.

(4) Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.

(5) Costs associated with restoring, updating, or replacing data.

(6) Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public

relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals.

(7) If coverage is maintained on a claims-made basis, consultant shall maintain such coverage for an additional three (3) years following termination of the contract.

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, (b) Automobile Liability Insurance, (f) Cyber Security and Privacy 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 (c) Professional Liability shall be endorsed to provide the following:

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

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

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

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

(d) The policy or policies of insurance required by Section 3.2.10.2 (e) Fidelity Bond coverage or Commercial Crime insurance shall be endorsed to provide the following:

(1) Loss Payees; The City of Aliso Viejo, its officials, officers, employees, agents, and volunteers shall be named as Loss Payees.

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

(3) 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- (or higher) and Financial Size Category Class VII (or larger) 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. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, Consultant shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this agreement. This provision does not relieve the Consultant of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to Agency for review.

3.2.10.11 Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

3.2.10.12 Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

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 of its 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 **THREE MILLION** DOLLARS (**$3,000,000**) ("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**:

**Charles Abbott Associates, Inc.**
**27201 Puerta Real, #200**
**Mission Viejo, CA 92691**
**Attn: Ron Grider, PE**

**City:**

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **So Kim, Community Development Director**

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 approval, whose approval will not be unreasonably withheld), 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 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

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

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

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

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

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

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

**3.13 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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.

**3.14 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, disability, ancestry, sex or age or any other protected category under federal, state or local laws. 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.

**3.15 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.

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

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

**3.18 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.

**3.19 Subcontracting.**

3.19.1 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 CHARLES ABBOTT ASSOCIATES, INC.**

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2023.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Ann Eifert
Director of Financial Services

**CHARLES ABBOTT ASSOCIATES, INC.**

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

**CITY OF ALISO VIEJO**

**DECLARATION OF POLITICAL CONTRIBUTIONS**

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

None

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

Mission Viejo, CA
City, State

04/18/2023
Date

Charles Abbott Associates, Inc.
Name of Business

Rusty R. Reed
Print Name

Rusty R. Reed
Signature

**This executed form must be submitted with the Proposal.**

**CITY OF ALISO VIEJO**

**ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY**

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

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

Charles Abbott Associates, Inc. (CAA)
Name of Business

Rusty R. Reed
Print Name

Rusty R. Reed
Signature

04/18/2023
Date

**This executed form must be submitted with the Proposal.**

**EXHIBIT "A"**

**SCOPE OF SERVICES**

# Scope of Work

## General

CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service.

## B. Building/Safety and Code Enforcement

1. Staffing

CAA will continue to provide a full-time Certified Building Official and a full-time ICC Certified Senior Building Inspector, as well as additional building inspectors and code enforcement inspectors as needed and as dictated by workload.

2. Building Plan Check

CAA will continue to provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings. Our registered professionals, ICC Certified Plan Examiners, and CASp certified staff will ensure compliance with all local codes and ordinances as well as State and Federal laws that pertain to Building and Safety. Plan review will be performed in-house and off-site when the need arises due to workload variations and in order to meet our committed timelines. CAA will pick-up or overnight Building Plans using "OnTrac" or a similar shipping firm to transport those plans requiring off-site review to and from the office of the City to CAA's main office, where the plan check service will be provided. Most of our plan examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. Our team is well-versed in electronic plan review software, including the City's Revu Bluebeam system.

**A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:**

- CAA will perform over the counter building plan checks, answer technical questions from the public as needed, calculate building permit and plan check fees, and review permit issuance.
- Service at the building counter will be provided from 8:00 a.m. to 1:00 p.m. Monday through Friday, closed every other Friday, excluding City recognized holidays.
- CAA will continue to utilize a standard plan check created specifically for the City to ensure consistency in plan review.
- In the process of review, CAA will confirm building use, occupancy, and type of construction.
- Structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.
- CAA staff are proficient in plan review for the California Codes including but not limited to Building, Residential, Architectural, Structural, Plumbing, Electrical and Mechanical.
- CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and Non-Residential Buildings. Extensive annual training ensures that each staff member is aware of any updates and new requirements. Plans and supporting documentation are reviewed for completeness, accuracy, and minimum code compliance.
- CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel

are fully trained and familiar with ADA and the Accessibility Code. CAA, when requested will offer plan review support to local Fire Marshals and their respective communities in compliance enforcement.

- CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards.
- CAA has taken extensive steps to implement and use more efficient or "green" service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA's and the City's carbon footprint.
- CAA will coordinate and interface with City Departments and other agencies as needed.
- CAA's certified plan reviewer is able to serve as Deputy Building Official in the absence of the Building Official, and manage, coordinate, and oversee the department.

We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times as shown below. These are maximum times, and we typically are able to turn around simple plan reviews in less than half the time. Routine and simple plan reviews will be conducted immediately over the counter. Expedited plan review is available at an extra charge, if requested by the City.

| | |
|---|---|
| Single Family Dwelling | **10 business days** |
| Re-Review | **5 business days** |
| Tenant Improvements | **10 business days** |
| New Commercial/Industrial (< than 10 million valuation) | **10 business days** |
| New Commercial/Industrial (> than 10 million valuation) | **10 business days** |
| Revisions to Approved Plans | **1- 5 business days** |

3. Inspections

CAA will also continue to provide building inspections of residential and non-residential structures to ensure compliance with all local ordinances and State and Federal laws that pertain to Building and Safety. Our highly qualified and certified inspectors are thoroughly trained on these codes and local amendments, and maintain a close working relationship with planning, code enforcement and public works personnel.

**Our ICC Certified Inspectors assigned to the City will:**

- Conduct daily inspections during business hours, as well as after hours or weekend inspections as dictated by the City. CAA will provide and maintain vehicles, cell phones, iPads, and other technology devices required to carry out the duties of building inspections.
- Coordinate all building inspection requests and perform periodic construction inspections for compliance with applicable Federal and State regulations, City adopted building codes, National Pollution Discharge and Elimination System Permit (NPDES) requirements, approved plans, and other standards as applicable.
- Inspect buildings for compliance and conditions of approval set forth by the City's Development Services Department, Planning Commission, and/or City Council.
- Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection notices will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable).
- Ensure that all inspection turn-around times are met or improved. CAA will perform all inspections called in before 4pm no later than the end of the following business day.

- Observe all safety and security procedures, and report potentially unsafe conditions immediately. CAA staff is trained to quickly identify and document any areas of non-compliance and is able to suggest corrective actions or alternate means where applicable.
- Report code enforcement violations to the City immediately. CAA will submit a written record to the City as a result of any inspection within 24 hours after inspection period. CAA will issue stop-work notices for un-permitted building activities as required and, if necessary, issue red tags if the structure is deemed unsafe.
- Attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently, as well as provide inspection consultations to citizens, applicants and contractors.
- Conduct any necessary or required emergency inspections as directed by the City. Investigations will include field and office research, follow-ups and preparation of documentation.
- Ensure daily inspection information is entered into the City's tracking system daily and communicated to all affected stakeholders.
- Coordinate with various City and County agencies and departments as needed to obtain compliance with building and safety code regulations.
- Provide additional services as needed and as requested by the City.

4. Code Enforcement

We pride ourselves in conflict resolution without confrontation, ensuring a safe and desirable community for both residents and businesses. To that end, CAA will work with the Cities' code enforcement staff to investigate building code complaints and work with stakeholders to resolve issues with a reasonable and code compliant approach. CAA will report code enforcement violations to the City immediately and submit a written record to the City as a result of any inspection within 24 hours after inspection period. CAA will issue stop-work notices for un-permitted building activities as required and, if necessary, issue red tags if the structure is deemed unsafe.

CAA will handle code enforcement duties including, but not limited to, the following:

- Update the City's patrol plan and patrol corporate boundaries of the City according to the patrol plan to identify violations of codes and ordinances.
- Enforce codes and issue citations as a last resort, as necessary.
- Provide public education on adopted or amended regulations, distribute and maintain appropriate information.
- Attend meetings and provide presentations as required, including to the Mayor and Council, the Planning Commission, and others as directed by the City.
- Prepare and maintain reports, citations, and other documents.
- Prepare cases for legal action, summarize evidence gathered in the course of periodic inspections and investigations; testify and present evidence in court as required.
- Respond to code violation complaints, conduct site visits, confer with City personnel regarding violations, and document violations by securing photographs and other pertinent data to maintain accurate case files.
- Coordinate the receipt of complaints regarding public welfare, safety, public nuisance, sanitation and health, building, housing, zoning and other ordinances; prepare files by establishing identity of legal owner, verify parcel address and other information necessary to the conduct of investigations and enforcement actions.
- Determine alternative methods to achieve code compliance involving interpretation and application of related laws, ordinances, and regulations; consult with City staff as necessary.

- Contact residents and inform them of identified violations and compliance deadlines.
- Issue Notice of Violations and follow-up letters on violations, as required.
- Follow up on identified violations to ensure compliance.
- Provide assistance to the public, City staff, and co-workers involved in related activities.
- Keep current on changing rules and regulations.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

# Project Approach

*CAA proposes to continue to perform all Building Division Services for the City.*

CAA will continue to dedicate highly trained staff from our pool of resources to the City. Our staff will continue to act as the City's Building Official and be responsible for the review of building plans, inspections of residential and non-residential buildings and structures, provide inspection reports, and advise City staff as needed. CAA will ensure compliance with the California Building Code, California Residential, California Plumbing Code, California Electrical Code, California Mechanical Code, California Green Building Standards Code, California Energy Code and the City Municipal Code. CAA will be responsible for the administration and enforcement of the City's various codes and ordinances related to building safety while ensuring that the health and safety of the public are maintained through adherence to the requirements established by law for the construction, alteration or use of new and existing buildings. CAA will review entitlement projects for code compliance and develop any necessary conditions of approval. CAA will work with the Cities' code enforcement staff to investigate building code complaints and work with stakeholders to resolve issues with a reasonable and code compliant approach. Our staff is certified with the State to provide emergency damage assessment inspections for a single after-hours event or large-scale natural disaster. We have staff outside of the surrounding area, so if a natural disaster strikes, employees can be brought in from unaffected areas to support local staff. CAA will also prepare the triennial code adoption ordinance, attend, and present the ordinance for approval by the City council and formal adoption. In addition, if any State laws are adopted outside of the typical triennial code adoption cycle which may require the adoption of additional ordinances, CAA will prepare and present those as well. CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service.

## MANAGEMENT APROACH

CAA's management approach has been highly effective in maintaining strict quality and contract compliance in the performance of similar projects. Our Project Team maintains these key qualities:

- ✓ Highly qualified key personnel, with a Project Manager who has a proven track record managing similar and multi-task contracts;
- ✓ Strict cost and schedule control procedures that address planning, scheduling, budgeting, performance evaluation, and quality control;
- ✓ Proven success with project tracking and documentation procedures and systems to facilitate the early identification of performance issues;
- ✓ Technical knowledge to perform the service(s);
- ✓ Certification/Registration in the necessary disciplines to demonstrate their technical knowledge;
- ✓ Ability to stay current with technology through ongoing training; and
- ✓ Ability to communicate effectively with the City and the public.

CAA understands that having a project communication plan outlining stakeholders as well as when and how to reach them is essential. CAA's project manager, Mr. Grider, will ensure communication with the City is consistent, meaningful, and successful. He will keep the City informed of project timelines, budgets, and any project needs, and provide clear insight into any decisions needed or roadblocks encountered. This can be accomplished through weekly check-in calls as well as weekly email reports.

Below is a matrix of the key staff assigned with expected time dedicated to the City. If workload demands increase, we will adjust the time allocated as necessary. Key personnel will not be replaced or removed without prior written notice to the City. We are proposing experienced staff that meets the City's required qualifications and possess all certifications and registrations as required by state agencies. Our team will work seamlessly as team members of your staff, thus effectively augmenting their efforts and reach.

| Proposed Staff | Service Provided | Time Allocation |
|---|---|---|
| Rusty Reed, PE | President | |
| Ron Grider, PE | Project Manager | Part Time As Needed |
| Elizabeth McCann, CBO | Building Official, Senior Plan Checker | Full Time |
| Ron McFarland | Building Inspector | Full Time |
| Jonathan Lopez | Building Inspector | Full Time As Needed |
| Ronald Brunell | Public Works Inspector | Part Time As Needed |
| George Ramos | Code Enforcement Officer | Part Time As Needed |

## PLAN REVIEW TIMEFRAMES

All initial reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan reviews in less than half the time.

## QUALITY CONTROL

We step up quality control by maintaining direct lines of communication between the City Manager and the Principal of our firm to regularly evaluate our performance and ensure that services are delivered timely, within budget, and meet our high standards. CAA has strict cost and schedule control procedures in place that address planning, scheduling, budgeting, performance evaluation, and quality control. CAA provides performance reporting on a regular basis through monthly reports related to accomplishments, tracking of performance metrics, and planned activities. Our quality control measures include:

- ✓ Work Plan
- ✓ Quality Control Plan
- ✓ Internal Resource Allocation Updates
- ✓ Progress Reports
- ✓ Budget Tracking
- ✓ Peer Reviews

In the end, we make sure that our clients reap the benefits of increased productivity, cost savings, and unmatched quality of service from our expertise, resources, constant consideration of innovative solutions, as well as our experience in building excellent working relations.

## EXHIBIT "C"

## COMPENSATION

In the event that this Agreement is renewed pursuant to Section 3.1.2, hourly rates will remain unchanged for years one through three; years four and five may be increased annually in an amount not to exceed 3% of the hourly wage.

# Cost Proposal

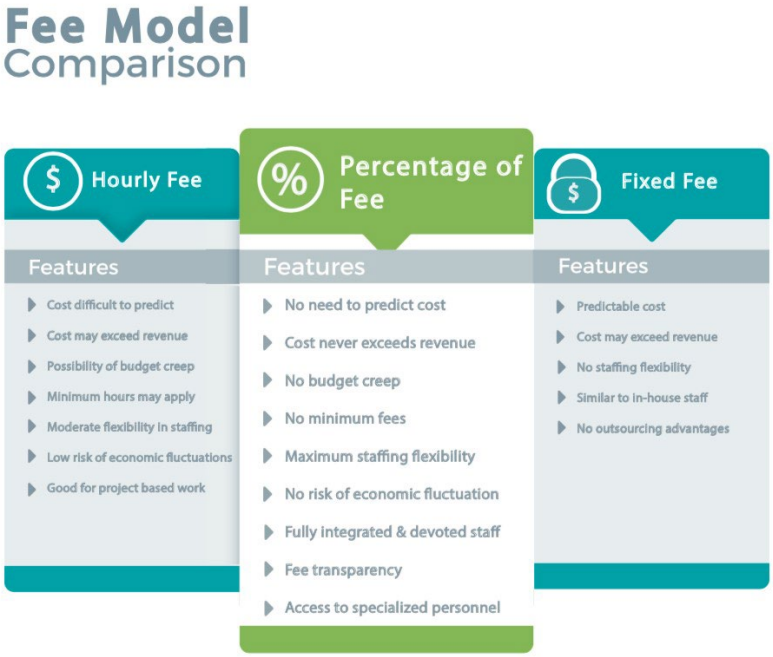
*The fees outlined below are inclusive of all costs, including general and administrative, travel, per diem, training, materials, supplies, and other items necessary to complete the project.*

Hourly rates will remain unchanged for years one through three; years four and five may be increased annually in an amount not to exceed 3% of the hourly wage. Any increases will be discussed with the City in advance.

CAA offers to continue to provide all Building/Safety Services for the current percentage of the fees collected for permits by the City.

| Monthly Fees Collected | CAA % of Fees |
|---|---|
| First $20,000 | 63% |
| Additional amounts between $20,001- $40,000 | 58% |
| Additional amounts between $40,001 - $60,000 | 48% |
| Additional amounts over $60,001 | 43% |

In the percentage of fees (or revenue sharing) model, as construction activity increases and there is more work to be performed, the amount collected by CAA only increases as the revenue to the City increases also. Conversely, the amount collected by CAA decreases when the amount of work drops and the City collects less permit fees as a result. This minimizes the financial risk for the City and shifts the responsibility for economic fluctuations and construction activity entirely to CAA. By using the percentage of the fee model, CAA helps reduce fixed costs and overhead, and ensures that building department costs will not exceed revenues. And by sharing in the City's revenue, CAA has a vested interest in becoming an integrated part of the community, as well as improving operational systems and processes where needed to serve the City as efficiently as possible.




Additionally, it has become increasingly hard to find qualified building staff, and CAA can help eliminate the recruiting challenges for these vitally important positions. At the same time, CAA is able to quickly increase staffing as needed when there are changes in workload.

Under this option, code enforcement will be provided at the current hourly rate below.

| Service Provided | Hourly Rate |
|---|---|
| Code Enforcement | $85 |

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTING SERVICES

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**Recommended Actions:**

1. Approve a 3-year agreement with Charles Abbott Associates, Inc. to perform environmental consulting services; and

2. Authorize the City Manager to execute a professional services agreement with Charles Abbott Associates, Inc. for an amount of $900,000.

**Fiscal Impact:**

The total cost of the agreement is $900,000 for three years. The FY 2023-24 budget includes $60,000 for solid waste services and $220,000 for storm water services. An additional $20,000 is estimated annually for environmental plan checks and inspections required for development projects and will be funded and reimbursed by the developer.

**Background:**

Environmental consultant services are required to ensure the City is compliant with federal, state, and local regulations in stormwater and solid waste management. These services were previously combined with the City's agreement to provide building and safety and code enforcement services and are now in a separate agreement.

A request for proposals (RFP) was issued for environmental consultant services on March 23, 2023, and was advertised on the City website. On April 20, 2023, staff received one (1) proposal for providing the requested services. Staff reviewed the proposal for their ability to perform the service, ability to meet time requirements, reference checks, and reasonableness of cost.

**Discussion:**

Staff recommends Charles Abbott Associates to perform the environmental consultant services because of the thoroughness of their work plan their experience in providing

similar services for other municipalities. They have successfully provided these services for the City since 2001. The City has the option to renew the agreement for two (2) additional one-year terms.

**Attachment:**

1. Agreement with Charles Abbott Associates, Inc.

# CITY OF ALISO VIEJO
# PROFESSIONAL SERVICES AGREEMENT
# FOR
# ENVIRONMENTAL CONSULTING SERVICES

## 1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Charles Abbott Associates, Inc.**, a **corporation**, with its principal place of business at **27201 Puerta Real, #200, Mission Viejo, CA 92691**("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 **Environmental** 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 **Environmental** 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 **Environmental 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 **Environmental 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 **July 1, 2023** to **June 30, 2026**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

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

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 **Public Works Director/City Engineer**, 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 **Rae Beimer**, 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. Consultant represents and maintains that all employees and subconsultants have undergone workplace harassment training and completed criminal background checks with no felony or misdemeanor

violations within 5 years prior to performance of the Services. 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) Contractors Pollution Liability: (if necessary)

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

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

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

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

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

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

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

(1) Additional Insured: The City 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 **Nine Hundred Thousand** DOLLARS (**$900,000.00**) ("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**:

Rae Beimer
Director of Environmental Services
27201 Puerta Real, #200
Mission Viejo, CA 92691

**City:**

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2023.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Ann Eifert
Director of Financial Services

**CHARLES ABBOTT ASSOCIATES, INC.**

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

By: Rusty R. Reed
Its: President
Printed Name: Rusty R. Reed

By: Diann Notte
Its: Assistant Secretary
Printed Name: Diann Notte

**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:

Mission Viejo, Orange Co CA
City/County/State

5/15/23
Date

Charles Abbott Associates
Name of Business

Rusty R. Reed
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.

Charles Abbott Associates
Name of Business

Rusty R. Reed
Print Name

Signature

5/15/23
Date

# EXHIBIT "A"

## SCOPE OF SERVICES

### GENERAL

The Contractor shall provide all labor and equipment (vehicle, computer, supplies, etc.) necessary to perform environmental consulting services with the primary purpose of ensuring City compliance with federal, state, and local regulations in stormwater and solid waste management.

### STAFFING

The Contractor shall propose the level of staffing (hours) required to complete the scope of work. Work to the extent practicable may be completed offsite with remote access to necessary documents. It is anticipated that parttime in-house staff may be required during building counter hours of 8:00am to 1:00pm to assist with environmental questions and/or issuing permits (Water Quality and C&D). Field inspections shall be as required. Agency or committee meetings average about one per week.

### STORMWATER SERVICES

The Contractor shall be knowledgeable in stormwater quality, National Pollutant Discharge and Elimination System (NPDES) and the City's Municipal Separate Storm Sewer System (MS4) Permit requirements.

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

1. Quarterly/Annual Reporting (State Water Resources Control Board San Diego Region)
2. Local, State, and Federal Agency Coordination
3. Watershed Management Compliance (WMP, WQIP, DAMP, LIP)
4. Total Maximum Daily Load (TMDL) Compliance and Reporting
5. Complete or Coordinate Commercial, Industrial, and Municipal Post Construction Inspections and/or Enforcement and Inventory Efforts
6. Annual Outfall Inspections
7. Attend Meetings as Directed
8. Administer Annual WQMP for HOAs
9. Assist with Public Outreach and Education
10. Database/Records Management
11. Legislative Monitoring and Guidance
12. Grant Writing/Management as needed

The Contractor may also be directed to assist with development plan review and/or inspection related to Water Quality Management Plan (WQMP), Water Pollution Control Plan (WPCP), or Stormwater Pollution Prevention Plan (SWPPP). Development review tasks shall be as assigned and compensated through development deposit accounts.

**SOLID WASTE SERVICES**

The Contractor shall be knowledgeable in solid waste management practices and compliance specifically with, but not limited to, AB 939, AB 1826, and SB 1383.

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

1. Quarterly/Annual Reporting (CalRecycle)
2. Local, State, and Federal Agency Coordination
3. Administer Integrated Solid Waste Management Services Agreement
4. Attend Meetings as Directed
5. Administer Construction and Demolition (C&D) Permits
6. Assist with Public Outreach and Education
7. Database/Records Management
8. Legislative Monitoring and Guidance
9. Grant Writing/Management as needed

# EXHIBIT "B"

## SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2026 to June 30, 2027. The second renewal period shall be from July 1, 2027 to June 30, 2028.

# 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%).

# Cost Proposal

CAA offers to provide all services outlined in this proposal for the hourly rates listed below. Rates include anticipated travel, and other incidental costs and charges.

| **Task Description** | **Project Manager / Quality Control – Rae Beimer** | **Program Support – Samuel Wilson / Alex Christie** | **Total Cost** |
|---|---|---|---|
| *Hourly Rate* | *$145* | *$95* | |
| Stormwater Program Management Services | 600 hours | 1250 hours | $205,750 |
| Solid Waste Program Management Services | 200 hours | 300 hours | $57,500 |
| 5% Contingency* | | | $13,160 |
| **ANNUAL NOT TO EXCEED AMOUNT** | | | **$276,410** |

** Contingency will only be used upon agreement between CAA and the City and can be applied to either program or staff*

City of Aliso Viejo

# COUNCIL POLICY

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

## PURPOSE

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

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

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

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

## POLICY

### 1. GENERAL

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

### 2. DEFINITIONS

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

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

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

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

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

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

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

vii. misrepresentation of information on documents;

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

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

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

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

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

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

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

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

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

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

## 3. INVESTIGATION

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

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

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

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

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

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

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

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

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

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

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

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

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

## PROCEDURE

### 1. RESPONSIBILITIES OF OFFICIALS

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

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

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

### 2. MANAGEMENT RESPONSIBILITIES

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

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

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

City of Aliso Viejo

# COUNCIL POLICY

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

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

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

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

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

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

   i. make accusations;

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

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

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

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

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

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

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

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

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

## 3. EMPLOYEE RESPONSIBILITIES

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

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

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

## 4. INTERNAL AUDITOR RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Aliso Viejo

# COUNCIL POLICY

| SUBJECT | RES. NO. | POLICY NO. | EFF. DATE | PAGE |
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assistance in the prevention of future similar occurrences.

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

## DISCIPLINARY ACTIONS

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

## EXCEPTIONS

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

# 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.

Charles Abbott Associates
Name of Business

Rusty R. Reed
Print Name

Signature

5/5/23
Date

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR PUBLIC WORKS CONSULTING SERVICES

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**Recommended Actions:**

1. Approve a 5-year agreement with Charles Abbott Associates, Inc. to perform public works consulting services; and

2. Authorize the City Manager to execute a professional services agreement with Charles Abbott Associates, Inc. with a compensation amount of $140,000 annually, and total compensation not to exceed $700,000 over the 5-year term.

**Fiscal Impact:**

The FY23-24 budget includes $125,000 for public works inspection services. Some of these costs will be offset by developer or utility company permits, which require reimbursement of inspection services. Public works plan checking services are non-budgeted recoverable costs only utilized as needed for private development projects estimated at $15,000 per year.

**Background:**

Public works consulting services may include inspection, development plan checking, and administrative services. Inspection services are required to ensure construction in or adjacent to public right-of-way is completed without damaging city infrastructure and meets required standards. Some private property improvements are also inspected as part of the permitting process.

Public works plan checking is an optional service that would be requested as needed for private development project permitting. The scope also includes optional public works administrative services to assist with permit issuance and documentation, maintaining public works files, or responding to public inquiries.

A request for proposals (RFP) was issued for public works services on March 27, 2023, and was advertised on the City website. On April 21, 2023, staff received three (3)

proposals for providing the requested services. Staff reviewed the proposals for their ability to perform the service, ability to meet time requirements, reference checks, and reasonableness of cost.

**Discussion:**

Staff recommends Charles Abbott Associates to perform the public works consulting services because of the thoroughness of their work plan and their experience in providing similar services for other municipalities. They have successfully provided these services for the City since 2001. The City has the option to renew the Agreement for two (2) additional one-year terms.

**Attachment:**

1. Agreement with Charles Abbott Associates, Inc.

**CITY OF ALISO VIEJO**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**PUBLIC WORKS CONSULTING SERVICES**

## 1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Charles Abbott Associates, Inc.**, a **corporation**, with its principal place of business at **27201 Puerta Real, #200, Mission Viejo, CA 92691**("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 **public works** 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 **public works** 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 **Public Works Consulting 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 **public works 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 **July 1, 2023** to **June 30, 2028**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

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

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 **Public Works Director/City Engineer**, 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 **Ron Grider**, 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. Consultant represents and maintains that all employees and subconsultants have undergone workplace harassment training and completed criminal background checks with no felony or misdemeanor

violations within 5 years prior to performance of the Services. 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) Contractors Pollution Liability: (**not necessary**)

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

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

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

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

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

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

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

(1) Additional Insured: The City 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 **Seven Hundred Thousand** DOLLARS (**$700,000.00**) ("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**:

Ron Grider
Senior Vice President
27201 Puerta Real, #200
Mission Viejo, CA 92691

**City:**

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2023.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Ann Eifert
Director of Financial Services

**CHARLES ABBOTT ASSOCIATES, INC.**

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

**CITY OF ALISO VIEJO**

**DECLARATION OF POLITICAL CONTRIBUTIONS**

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

_____

_____

_____

_____

_____

_____

_____

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

| | |
|---|---|
| City/County/State | Date |
| Name of Business | Print Name |
| Signature | |

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

**CITY OF ALISO VIEJO**

**ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY**

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

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

| | |
|---|---|
| Name of Business | Print Name |
| Signature | |
| Date | |

## EXHIBIT "A"

## SCOPE OF SERVICES

### GENERAL

The City currently contracts for services related to public works inspection, building & safety, planning, and code enforcement. The consultant is responsible for providing all equipment, including computers and vehicles, for all services listed in the Scope of Work.

### A. PUBLIC WORKS INSPECTION SERVICES

Provide Public Works inspection services, typically on a part-time, as-needed basis.

- The inspector shall be knowledgeable in Public works plans and construction, Greenbook specifications, and WATCH manual traffic control practices.
- Knowledge of stormwater (NPDES) regulations
- Daily tasks generally to include inspection of right-of-way encroachment permit activities, mainly utilities, for compliance with restoration specifications and safety.
- Inspection of private development or capital improvements construction as needed.
- Efficient communication required with contractors and City Staff.
- Familiarity with asset management software and other basic office tools ideal
- The City issues approximately 100-150 encroachment permits annually, however, not all require inspections
- Private (grading/landscaping) permits: 5-10 annually
- City averages approximately 2-3 capital improvement projects annually

### B. OPTIONAL PUBLIC WORKS SERVICES

Provide a rate schedule showing available positions to provide various as-needed general services. Sample tasks may include, but are not limited to:

- Process engineering permits such as encroachment, grading, landscaping, and other permits.
- Tactfully respond to internal and external customer inquiries. Shall engage engineering staff for review of responses.
- Process public records requests within 10 business days.
- Assist in the tracking and accounting of project funds including revenue sources, expenditures, and project account shortfalls/surpluses.
- Provide other engineering support services, as needed.

## EXHIBIT "B"

## SCHEDULE OF SERVICES

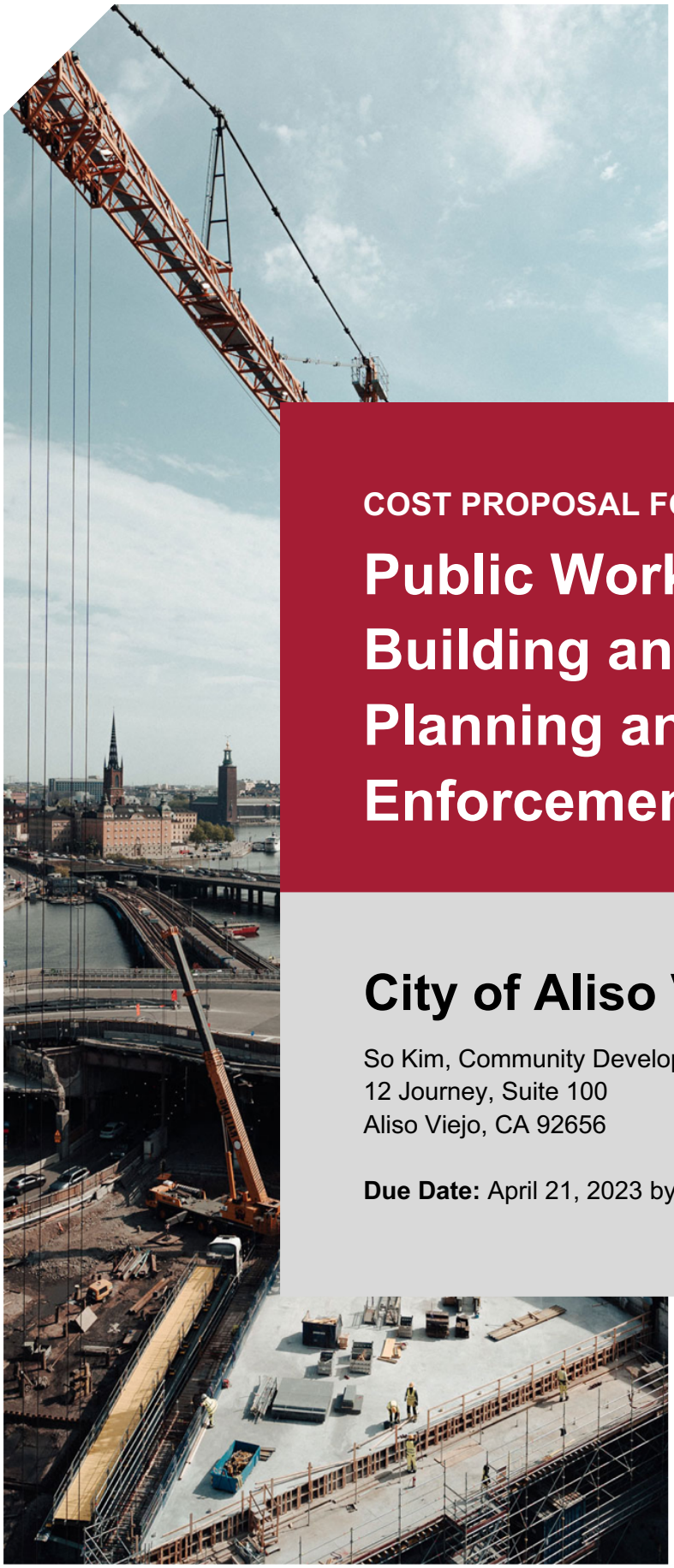
In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2028 to June 30, 2029. The second renewal period shall be from July 1, 2029 to June 30, 2030.

## EXHIBIT "C"

## COMPENSATION

Rates shall be per the following cost proposal.

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%).



Charles Abbott Associates, Inc.

COST PROPOSAL FOR

# Public Works Inspection, Building and Safety, Planning and Code Enforcement Services

## City of Aliso Viejo

So Kim, Community Development Director
12 Journey, Suite 100
Aliso Viejo, CA 92656

**Due Date:** April 21, 2023 by 5:00 p.m.

**Charles Abbott Associates, Inc.**
27201 Puerta Real #200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
**www.caa.inc**

# Cost Proposal

*The fees outlined below are inclusive of all costs, including general and administrative, travel, per diem, training, materials, supplies, and other items necessary to complete the project.*

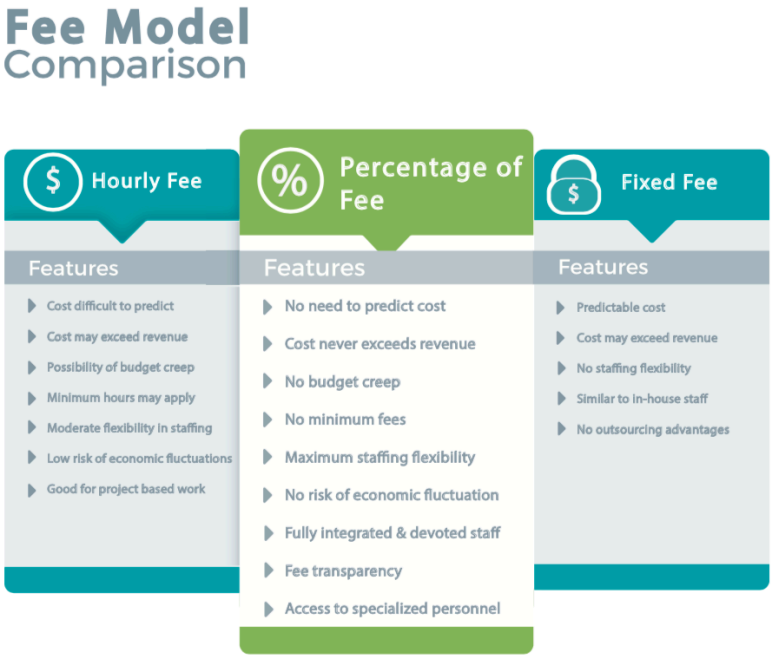
Please find the City's hourly Cost Proposal Form on the following page. Hourly rates will remain unchanged for years one through three; years four and five may be increased annually in an amount not to exceed 3% of the hourly wage. Any increases will be discussed with the City in advance.

| Staffing Cost Proposal | | | |
|---|---|---|---|
| **Staffing** | **Estimated Annual # of Billable Hours** | **Proposed Hourly Rate** | **Estimated Annual Billable Amount** |
| Public Works Inspector | | | |
| Senior Public Works Inspector | 792 | $ 105.00 | $ 83,160.00 |
| | | | |
| **Total Public Works** | | | **$ 83,160.00** |
| | | | |
| Building and Safety | | | |
| Certified Building Official | 2080 | $ 138.00 | $ 287,040.00 |
| Senior Building Inspector | 2080 | $ 105.00 | $ 218,400.00 |
| Building Inspector | 1800 | $ 90.00 | $ 162,000.00 |
| Senior Plan Check Engineer | 325 | $ 138.00 | $ 44,850.00 |
| Plan Check Engineer | 75 | $ 116.00 | $ 8,700.00 |
| | | | |
| **Total Building and Safety** | | | **$ 720,990.00** |
| | | | |
| Code Enforcement | | | |
| Code Enforcement Officer | 1040 | $ 85.00 | $ 88,400.00 |
| | | | |
| **Total Code Enforcement** | | | **$ 88,400.00** |
| | | | |
| Planning | | | |
| N/A | | | |
| | | | |
| **Total Planning** | | | |
| | | | |
| Other Costs | | | |
| Project Manager | 10 | $ 192.00 | $ 1,920.00 |
| **Total Other Costs** | | | |
| | | | |
| **Total Contractual Cost (not-to-exceed)** | | | **$ 892,550.00** |
| | | | |
| Optional Public Works Services | | | |
| Senior Registered Engineer | 50 | $ 154.00 | $ 7,700.00 |
| Engineering Technician | 400 | $ 90.00 | $ 36,000.00 |
| | | | |
| **Total Optional Services** | | | **$ 43,700.00** |

Optionally, CAA offers to continue to provide all Building/Safety Services for the current percentage of the fees collected for permits by the City.

| Monthly Fees Collected | CAA % of Fees |
|---|---|
| First $20,000 | 63% |
| Additional amounts between $20,001- $40,000 | 58% |
| Additional amounts between $40,001 - $60,000 | 48% |
| Additional amounts over $60,001 | 48% |

In the percentage of fees (or revenue sharing) model, as construction activity increases and there is more work to be performed, the amount collected by CAA only increases as the revenue to the City increases also. Conversely, the amount collected by CAA decreases when the amount of work drops and the City collects less permit fees as a result. This minimizes the financial risk for the City and shifts the responsibility for economic fluctuations and construction activity entirely to CAA. By using the percentage of the fee model, CAA helps reduce fixed costs and overhead, and ensures that building department costs will not exceed revenues. And by sharing in the City's revenue, CAA has a vested interest in becoming an integrated part of the community, as well as improving operational systems and processes where needed to serve the City as efficiently as possible.




Additionally, it has become increasingly hard to find qualified building staff, and CAA can help eliminate the recruiting challenges for these vitally important positions. At the same time, CAA is able to quickly increase staffing as needed when there are changes in workload.

Under this option, code enforcement, public works and engineering services will be provided at the current hourly rates below.

| Service Provided | Hourly Rate |
|---|---|
| Public Works Inspections | $105 |
| Engineering Plan Check | $116 |
| Engineering Plan Check (Senior Engineer) | $138 |
| Code Enforcement | $85 |

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC. FOR ON-CALL CIVIL ENGINEERING SERVICES

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**Recommended Actions:**

1. Approve a 3-year agreement with Engineering Resources of Southern California, Inc. to perform on-call civil engineering services; and

2. Authorize the City Manager to execute a professional services agreement with Engineering Resources of Southern California, Inc. for an amount of $400,000.

**Fiscal Impact:**

It is estimated that $360,000 may be needed for civil engineering services from FY 2023-24 through FY 2026-27. These costs are built into capital project budgets. Funding sources are Measure M, Gas Tax, SB 1, developer fees, General Fund, and any awarded grants. Additional contract funds totaling $40,000 are included for any private, developer reimbursed plan check required.

**Background:**

The City utilizes on-call civil engineering services to prepare plans, specifications, and estimates for various capital improvement projects, which may consist of road rehabilitation, median improvements, and facility improvements. In addition to this, the on-call civil engineering firm may provide plan checking and general municipal engineering services on an as-needed basis.

A request for proposals (RFP) was issued for on-call civil engineering services on February 16, 2023 and was advertised on the City website. On March 9, 2023, staff received eight (8) proposals for providing the requested services. Staff reviewed the proposals for their ability to perform the service, ability to meet time requirements, reference checks, and reasonableness of cost.

Staff ranked the firms as follows:

1. Engineering Resources of Southern California
2. NV5
3. Tait
4. Onward Engineering
5. WGZE
6. Quantum Consulting
7. IDS Group
8. Proactive Engineering

**Discussion:**

Staff recommends Engineering Resources of Southern California to perform on-call civil engineering services because of the thoroughness of their work plan their experience in providing similar services for other municipalities. They have successfully provided these services for the City since 2004. The City has the option to renew the Agreement for two (2) additional one-year terms.

**Attachment:**

1. Agreement with Engineering Resources of Southern California

# CITY OF ALISO VIEJO
# PROFESSIONAL SERVICES AGREEMENT
# FOR
# ON-CALL CIVIL ENGINEERING SERVICES

## 1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Engineering Resources of Southern California, Inc.**, a **corporation**, with its principal place of business at **1861 W. Redlands Blvd., Redlands, CA 92373** ("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 **Civil Engineering** 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 **Civil Engineering** 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 **On-Call Civil Engineering** 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 **Civil Engineering** 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 **July 1, 2023** to **June 30, 2026**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Consultant.**

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

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 **Public Works Director/City Engineer**, 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 **Trent Brudin**, 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) Contractors Pollution Liability: (if necessary)

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

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

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

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

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

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

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

(1) Additional Insured: The City 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 **Four Hundred Thousand** DOLLARS (**$400,000.00**) ("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.

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:**

Trent Brudin
Project Manager
1861 W. Redlands Blvd.,
Redlands, CA 92373

**City:**

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2023.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Ann Eifert
Director of Financial Services

**ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.**

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

By:_____

Its: President

Printed Name: John M. Brudin

By:_____

Its: Vice President

Printed Name: Moe Ahmadi

**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:

| | |
|---|---|
| Redlands California | May 11, 2023 |
| City/County/State | Date |
| Engineering Resources of Southern CA, Inc. | John M. Brudin |
| 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.

| | |
|---|---|
| Engineering Resources of Southern CA, Inc. | John M. Brudin |
| Name of Business | Print Name |
| Signature | |
| May 11, 2023 | |
| Date | |

# EXHIBIT "A"

# SCOPE OF SERVICES

## DESIGN SERVICES

The Consultant's scope of work will vary by project but may contain some or all of the following:

1. Site investigation.
2. Preliminary design.
3. Utility coordination.
4. Topographic surveys.
5. Environmental documentation.
6. Right-of-way acquisition plans.
7. Permitting.
8. Final design including plans, specifications, and estimates for public bidding including traffic control, civil design, structural design, irrigation and planting, and electrical.
9. Coordination with City's Geotechnical Consultant.
10. Coordination with City's Landscape Architect Consultant or an approved sub-consultant service include designing landscape plantings, hardscape, irrigation, and soil testing.
11. Design landscape lighting, power to irrigation controllers, and other electrical design as required.
12. Design structural features as required for bridges, storm drain system, and vehicle or pedestrian/bicycle facilities.
13. Construction management support as necessary including responding to RFI, reviewing change order requests, conduct labor compliance interviews, attend construction meetings, and review invoices.

Median projects consist of constructing landscape medians in existing striped medians in arterial roadways. In general, the scope includes demolition of asphalt median, curb and gutter, landscape plantings, hardscape, irrigation, median lighting, traffic control, and pavement striping.

Pavement rehabilitation projects generally include full depth replacement of failed areas, pavement grinding, asphalt overlay, detector loop replacement, raising utility structures, and striping. Geotechnical investigations, if required, utilizing core sampling, in-place strength testing, and laboratory testing to determine subgrade strength and recommendation for repairs shall be coordinated with the City's Geotechnical Consultant.

Pedestrian/Bicycle facilities could include new paths, path enhancements, bridges, and other appurtenances related to these facilities.

Site development projects generally include coordination with other architectural and/or landscape design firms for the detailed civil design of improvements such as grading, utilities, lighting, hardscape, parking and other infrastructure needs as required.

The City has recently been completing one to two overlay projects and one slurry seal project each fiscal year. Grant or other funding opportunities may allow for additional projects, particularly for medians, pedestrian facilities, bicycle facilities, and site development. Projects may be added or deleted depending on the needs of the City.

**Design Standards**

All of the roadways in the City of Aliso Viejo were originally designed and constructed utilizing County of Orange standards. The requested improvements will continue to use County of Orange standards.

The "Greenbook" Standard Specifications for Public Works Construction and Caltrans Standard Specifications are used in the contract documents.

**Deliverables**

1. Plans. Plans shall be submitted at the 50%, 90%, 100%, and final documents completion stages. Title sheet, base sheets, typical sections, and conceptual plans within the project limits shall be included in the 50% submittal. Technical specifications and cost estimates shall be included with the 90% plans. 100% plans shall incorporate all comments. Two sets of plans 24" x 36" in size will be required for each submittal. Final documents shall be signed by the Engineer in responsible charge. Electronic copies of signed documents shall also be submitted.
2. Construction estimates. Estimates and quantity take-off shall be in Microsoft Excel format for use by the City to advertise for bids.

**Reimbursable Expenses**

The items approved for reimbursable expenses are as follows:

1. Reproduction actual cost only.
2. Messenger Services actual cost only.
3. Materials actual cost only.
4. Mileage at current IRS Standard Mileage Rate.

**Additional Services**

Additional Services shall be computed at the actual hourly rates listed above.

**Sub-Consultants**

If City requires the Consultant to hire Sub-consultants to perform any additional services in addition to those mentioned in this exhibit, Consultant shall be compensated therefore

at the Sub-consultant's actual hourly rates plus **10%**. The City shall have the authority to review and approve the rates of any such consultants.

## PLANCHECKING SERVICES

**Improvement plan checking** will include, but not be limited to, street, sewer, street lighting, structural (bridges, foundations, walls, etc.), striping, erosion control, drainage and traffic related plans (signal, signing and striping, traffic control, etc.). Hydrology and hydraulic calculations will be checked for sufficiency to verify that the drainage plans are adequate to provide for design runoff. Drainage plans and hydrology calculations will also be coordinated with the Orange County Flood Division where necessary. Plans will be checked against soil and geotechnical reports, as well as SCAQMD dust control plans, and storm water pollution prevention plans. Sewer, water, and other utility plans prepared for other agencies will be reviewed for conflict/consistency with City street and drainage plans. Traffic studies/analyses/reports review shall include traffic circulation, street signs, noise impacts, etc. and shall include the review of recommendations and accuracy. Check drawings and related documents for improvement plans to be constructed in the public right of way are prepared by either a private developer or, in some cases, by the City. Provide design review of site/grading, storm drain, sewer, water, and street plans and any associated technical reports for proposed private development or City projects and attend City design review meetings as necessary.

**Subdivision maps and documents**, including parcel and final tract maps, and other subdivision map act documents, will be checked to assure compliance with applicable provisions of the Subdivision Map Act, the City's Conditions of Approval, Land Surveyor's Act and any other applicable ordinances. There will be detailed checks made of such maps, including, but not limited to, review of survey documentation and title reports, lot and boundary closure, dedications and easement provisions, legal descriptions, completeness and accuracy of data notation, and necessary certifications of City staff. Plan checking/review may include any recordable instrument such as easements, lot line adjustments, dedications, vacations, parcel and tract maps, etc.

**Grading Plans** will be reviewed to ensure conformance with City codes, written policies, the City's Grading Ordinance, the County of Orange Grading manual and standard specifications. The review will also assure conformance with the approved Tentative Map and Conditions of Approval for the project. Hydrology and hydraulic calculations will be reviewed for conformance with the Orange County Flood Control District (ocflood.com) methodology for any proposed storm drain systems and detention basins. Grading Plans will be reviewed for compliance with the recommendations, specifications and details contained in the submitted soils report and to assure that all appropriate details are shown on the plans. Quantity calculations will be reviewed to assure accuracy and completeness. Precise Grading Plans will be checked to verify positive drainage to an approved outlet. Where deepened footings are required due to the lot grading, the extent and depth of the needed deepened footing will be clearly noted on each footprint. Erosion control measures for manufactured slopes will be reviewed to verify that the landscaping and irrigation measures are adequate. In addition, we will assure any interim

measures to control erosion until such time as the landscaping is viable and shown on the plan. Engineering geology and geotechnical engineering reports will be reviewed. Provide the City staff with specific recommendations regarding the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements as it relates to all levels of development ranging from commercial additions to master planned communities

**Erosion Control Plans** will be reviewed to ensure erosion and sedimentation measures comply with the Best Management Practices listed in the Storm Water Pollution Prevention Plans, in compliance with NPDES and WQMP requirements.

**Private Parking Lot Plans** will be reviewed for all the above items and, in addition, will be checked to verify compliance with Title 24 accessibility requirements of the State Building Code, as well as the requirements of the Regional Drainage Area Management Plan. Quantity calculations will be reviewed for all projects to assure accuracy and completeness to verify appropriate bonding amounts.

**Landscaping and Irrigation plans** shall be coordinated with the City's landscape plan check consultant for review of parks, parkways, medians, and all areas that have landscaping for compliance with documents reviewed and with the City's Water Efficient Ordinance will be required.

**City Standards and Specification Compliance:** Documents shall be reviewed to ensure compliance with the City's standards, specifications, procedures and standard drawings. The City currently uses the APWA Standard Plans for Public Works Construction and the Standard Specifications for Public Works Construction (Greenbook) as the City's main standards. The City also has a boiler plate specifications package and uses other industry standards and practices as warranted. Knowledge of these industry (county, state and federal) standards is required. Documents shall also be reviewed for compliance with the Americans with Disabilities Act (ADA). An evaluation shall be made for compliance with both the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) and Uniform Federal Accessibility Standards (UFAS).

**Cost Estimate Review:** Consultant shall review construction cost estimates with relation to quantities, unit prices, and consistency with construction documents such as plans and specifications. Estimates may originate with a developer and used as a basis for establishing surety/bonding amounts. Cost estimates may also originate with the City.

**Water Quality/Drainage Studies:** Review and recommend approval of various grading plans, Water Quality Management Plans (WQMPs), street improvement plans, storm drain plans, and hydrology studies for both public and private developments. Provide report preparation, inspections, prepare exhibits, as-needed assistance to develop and implement the City's Local Implementation Plan (LIP), technical support assistance, and database management associated with the National Pollutant Discharge Elimination System (NPDES) program to be in compliance with the Orange County MS4 Permit.

**Web-Based Document Control:** In an effort to streamline review times and costs to developers for overnight mailing, project documents, such as developer submittals, Consultant review

comments, and other documents, shall be shared through an electronic system via the internet and a secured sharing platform. Documents shall be available to City staff, developers, stake holders, other consultants, contractors, etc. as approved by the City. Each project shall have a secured access point with passwords provided to key persons with prior approval of the City. For certain projects, the submittals will be in the form of hard copy/digital .pdf submittals. The City currently implementing an online plan checking platform and plans may also be transmitted through Blue Beam.

**Turn-Around Schedule:** From the time of pick-up of plans from the City to delivery back to the City, the Consultant shall complete each plan check within the time specified as follows: First Check: Ten (10) working days Subsequent Checks: Five (5) working days

## GENERAL MUNICIPAL ENGINEERING SERVICES

Provided a rate schedule showing available positions to provide various as-needed general services. Sample tasks may include, but are not limited to:

- Process engineering permits such as encroachment, grading, landscaping, and other permits.
- Tactfully respond to internal and external customer inquiries. Shall engage engineering staff for review of responses.
- Process public records requests within 10 business days.
- Assist in the tracking and accounting of project funds including revenue sources, expenditures, and project account shortfalls/surpluses.

Provide other engineering support services, as needed.

# EXHIBIT "B"

## SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2026 to June 30, 2027. The second renewal period shall be from July 1, 2027 to June 30, 2028.

# 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%).

# Engineering Resources of Southern California, Inc. | Schedule of Rates

Celebrating 25 Years of Service

## Professional Staff

| | |
|---|---|
| President | $285.00 |
| Vice President | $245.00 |
| Sr. Principal Engineer | $240.00 |
| Principal Engineer | $215.00 |
| Assistant Principal Engineer | $200.00 |
| Engineer V | $180.00 |
| Engineer IV | $165.00 |
| Engineer III | $150.00 |
| Engineer II | $135.00 |
| Engineer I | $120.00 |

## Engineering Staff

| | |
|---|---|
| Principal Engineering Associate | $195.00 |
| Senior Engineering Associate | $175.00 |
| Engineering Associate V | $155.00 |
| Engineering Associate IV | $135.00 |
| Engineering Associate III | $125.00 |
| Engineering Associate II | $110.00 |
| Engineering Associate I | $105.00 |
| Engineering Aide II | $60.00 |
| Engineering Aide I | $55.00 |

## Survey Staff and Services

| | |
|---|---|
| Principal Surveyor | $200.00 |
| Senior Surveyor | $165.00 |
| Surveyor III | $130.00 |
| Surveyor II | $115.00 |
| Surveyor I | $100.00 |
| 2-Man Survey Crew (Std Equipment/Truck) | $300.00 |
| 1-Man Survey Crew (Std Equipment/Truck) | $235.00 |
| 3rd Man on Survey Crew | $130.00 |

## Construction Support Staff

| | |
|---|---|
| Construction Manager | $200.00 |
| Chief Construction Inspector | $155.00 |
| Sr. Construction Inspector | $145.00 |
| Construction Inspector | $135.00 |
| Inspector Overtime (Hours 8-12/Saturdays) | $185.00 |
| Inspector Overtime (Hours 12+/Sundays) | $220.00 |

## Administrative Staff

| | |
|---|---|
| Operations Manager | $110.00 |
| Operations Specialist | $95.00 |
| Administrative Assistant II | $85.00 |
| Administrative Assistant I | $75.00 |

## Other Direct Expenses

| | |
|---|---|
| Vehicle Mileage | $0.70/Mile |
| Subconsultant | Cost + 10% |
| Reimbursable Expenses/Charges | Cost + 10% |
| Forensic Analysis | Standard Rate X 2 |
| Expert Witness | Standard Rate X 3 |

NOTE: All rates hereon are subject to automatic increase upon July 1st of each year. Rates will be adjusted by the percent increase in California Consumer Price Index-All Urban Consumers for the twelve-month period ending February as calculated by the California Department of Industrial Relations (CADIR) California Consumer Price Index Calculator. Prevailing Wage Rates are dictated by the CADIR. All classifications which are subject to Prevailing Wages will be adjusted when revised determinations are published by the CADIR.

Unless otherwise established by contractual agreement, payment is due and payable upon receipt. Payment is considered delinquent if not paid within 30 days of invoice date. If payment is not completed within agreed terms, Client agrees to pay a service charge on the amount past due at the rate of 1.5% per month (18% per annum).

**January 1, 2023**

City of Aliso Viejo

# COUNCIL POLICY

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

## PURPOSE

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

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

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

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

## POLICY

### 1. GENERAL

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

### 2. DEFINITIONS

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

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

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

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

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

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

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

vii. misrepresentation of information on documents;

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

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

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

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

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

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

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

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

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

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

## 3. INVESTIGATION

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

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

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

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

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

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

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

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

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

City of Aliso Viejo

# COUNCIL POLICY

| SUBJECT | RES. NO. | POLICY NO. | EFF. DATE | PAGE |
|---|---|---|---|---|
| **FRAUD PREVENTION POLICY** | **2005-056** | **400-15** | **10/01/2008** | **4 of 8** |

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

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

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

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

## PROCEDURE

### 1. RESPONSIBILITIES OF OFFICIALS

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

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

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

### 2. MANAGEMENT RESPONSIBILITIES

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

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

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

City of Aliso Viejo

# COUNCIL POLICY

| SUBJECT | RES. NO. | POLICY NO. | EFF. DATE | PAGE |
|---|---|---|---|---|
| **FRAUD PREVENTION POLICY** | **2005-056** | **400-15** | **10/01/2008** | **5 of 8** |

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

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

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

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

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

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

   i. make accusations;

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

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

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

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

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

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

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

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

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

**3. EMPLOYEE RESPONSIBILITIES**

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

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

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

**4. INTERNAL AUDITOR RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Aliso Viejo

# COUNCIL POLICY

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

assistance in the prevention of future similar occurrences.

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

## DISCIPLINARY ACTIONS

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

## EXCEPTIONS

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

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: FIRST AMENDMENT WITH NICHOLS CONSULTING ENGINEERS, CHTD FOR PAVEMENT MANAGEMENT PROGRAM SERVICES

---

**Recommended Actions:**

1. Approve a first amendment to the agreement with Nichols Consulting Engineers, CHTD (NCE) to perform pavement management program services to renew the agreement through June 30, 2024, and increase the total compensation under the agreement by $40,000; and

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

**Fiscal Impact:**

The pavement management program (PMP) services are proposed to be $40,000 in FY 2023-24. FY 2023-24 budget includes funds for the PMP services through gas tax.

**Background:**

On October 17, 2019, a request for proposal (RFP) for pavement management program services was advertised. By November 4, 2019, staff received two proposals (NCE and IMS) for providing the requested pavement management program services. NCE was selected and was awarded a three-year agreement with two optional one-year extensions on November 20, 2019. Under the initial term of the agreement, NCE completed the City's Pavement Management Plan in 2020 and 2022.

**Discussion:**

Measure M2 funds are available for both competitive programs and the Local Fair Share program. To qualify for Measure M2 Fair Share and competitive funds, Orange County Transportation Authority (OCTA) must certify local jurisdictions are in compliance with all of the Renewed Measure M funding program requirements. Local jurisdictions must submit an eligibility package including annually adopting a 7-year Capital Improvement Program (CIP) for streets. Another part of the eligibility package due in even years is the PMP certification that updates the street condition ratings of arterial streets at a minimum

of every 2 years, and all other streets every 6 years. The street condition ratings are used to help establish the 7-year CIP.

Staff recommends retaining NCE to update the City's Pavement Management Plan in 2024 due to their familiarity with the OCTA requirements for preparing pavement management plans that are consistent with the Measure M2 eligibility guidelines. NCE has agreed to retain their base fee from 2019, with a slight increase coming from additional GIS requirements in the 2024 submittal that was not required in 2020 and 2022.

**Attachment:**

1. First Amendment with NCE

**CITY OF ALISO VIEJO**

**FIRST AMENDMENT TO AGREEMENT FOR PAVEMENT MANAGEMENT PROGRAM**

## 1. PARTIES AND DATE.

This First Amendment to the Agreement for Pavement Management Program("First Amendment") is entered into on the ____ day of _____, 2022, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **Nichols Consulting Engineers, CHTD,** 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 Agreement for On-Call Federal Aid Project Services dated November 20, 2019 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for two additional one-year terms and increase the total compensation under the agreement by $40,000.

## 3. TERMS.

3.1 Term.

Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement from July 1, 2022 to June 30, 2024, unless earlier terminated as provided in the Agreement.

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this First Amendment shall not exceed **One Hundred Forty Six Thousand Dollars ($146,000.00)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit "C" attached to the Agreement and incorporated herein by reference.

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

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

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

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

**SIGNATURE PAGE FOR FIRST AMENDMENT TO AGREEMENT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES BETWEEN THE CITY OF ALISO VIEJO AND NICHOLS CONSULTING ENGINEERS**

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this ____ day of_____, 2023.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Ann Eifert
Director of Financial Services

**NICHOLS CONSULTING ENGINEERS**

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

**CITY OF ALISO VIEJO**

**DECLARATION OF POLITICAL CONTRIBUTIONS**

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

_____

_____

_____

_____

_____

_____

_____

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

| | |
|---|---|
| City/County/State | Date |
| Name of Business | Print Name |
| Signature | |

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

**CITY OF ALISO VIEJO**

**ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY**

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

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

| | |
|---|---|
| Name of Business | Print Name |
| Signature | |
| Date | |

**EXHIBIT "A"**
**TO FIRST AMENDMENT TO AGREEMENT FOR**
**PAVEMENT MANAGEMENT PROGRAM**

**SCOPE OF SERVICES**

The scope of services is to remain unchanged from the Agreement dated November 20, 2019.

**EXHIBIT "B"**
**TO FIRST AMENDMENT TO AGREEMENT FOR**
**PAVEMENT MANAGEMENT PROGRAM**

**COMPENSATION**

See rate sheet attached.

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AQUATIC CENTER EQUPMENT MAINTENANCE

---

**Recommended Actions:**

1. Approve a Second Amendment to the Agreement with Knorr Systems, Inc. to perform Equipment Maintenance Services at Aquatic Center that extends the term one year and increases the compensation amount by $50,000 for a total authorization of $220,000 since 2020; and

2. Authorize the City Manager to execute the Second Amendment to the Agreement.

**Fiscal Impact:**

Regularly scheduled maintenance of the pool equipment is proposed to cost $28,743.75 for FY 2023-24.

Staff is also recommending including an additional $21,257 in the agreement amount for unforeseen equipment repairs that may become necessary outside of the regular scheduled maintenance scope. Funds for both regular maintenance and equipment repairs are included in the proposed FY 2023-24 budget.

**Background:**

The Aquatic Center construction was completed in 2009 and opened for its first full season in 2010. During its first six years, only minor maintenance and repairs were made to the pool equipment. More significant equipment repairs and replacements were necessary and completed in 2015-16 to ensure the facility remained in safe and working order. These items included the chemical controllers, chemical pumps, backwash filters, heaters and exhaust fans.

**Discussion:**

To help protect the new and existing equipment, staff is recommending to contract with the equipment supplier, as the only local firm qualified to maintain the equipment, to provide regular scheduled maintenance on all major equipment. Daily pool maintenance

such as cleaning and chemical balancing will continue to be provided by Premier Aquatic Services as part of their existing agreement.

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

Staff is recommending Council authorize staff to execute the amended agreement with Knorr Systems, Inc. in FY 2023-24 in an amount not to exceed $50,000, which includes both the regular maintenance and extra work as authorized by staff.

**Attachment:**

1. Knorr Systems, Inc. Second Agreement Amendment

## CITY OF ALISO VIEJO

## SECOND AMENDMENT TO AGREEMENT FOR EQUIPMENT MAINTENANCE SERVICES AT AQUATIC CENTER

### 1. PARTIES AND DATE.

This Second Amendment to the Agreement for Equipment Maintenance Services at Aquatic Center ("Second Amendment") is entered into on the 10th day of May, 2023 by and between the City of Aliso Viejo (hereinafter referred to as the "City") and Knorr Systems, Inc. (hereinafter referred to as the "CONTRACTOR". City and Contractor are sometimes collectively referred to herein as the "Parties."

### 2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Equipment Maintenance Services at Aquatic Center dated July 1st, 2020 ("Agreement").

2.2 Second Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term and to increase the total compensation under the Agreement.

### 3. TERMS.

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one year from **July 1, 2023** to **June 30, 2024**, unless earlier terminated as provided in the Agreement.

3.2 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.

3.3 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Second Amendment at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation for the Services provided pursuant to this Second Amendment shall not exceed **Fifty Thousand Dollars ($50,000)** without written approval of the City Manager. The total compensation for the Services provided pursuant to the Original Agreement and this Second Amendment shall not exceed **Two hundred Twenty Thousand Dollars ($220,000).**

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

3.5 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Equipment Maintenance Services at Aquatic Center on this ____ day of May, 2023.

**CITY OF ALISO VIEJO**

By: _____
David A. Doyle
City Manager

**Attest:**

By: _____
Mitzi Ortiz, MMC
City Clerk

**Approved as to Form:**

By: _____
Best Best & Krieger LLP
City Attorney

**Approved as to Compliance with Budget:**

By: _____
Ann Eifert
Director of Financial Services

**KNORR SYSTEMS, INC.**

By: _____
**Rich Robert, President**

# 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:

N/A

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

Santa Ana, Orange Co., CA
City/County/State

5-10-2023
Date

Knorr Systems Int'l
Name of Business

Richard Robert
Print Name

Signature

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

# EXHIBIT "A"
# TO SECOND AMENDMENT TO AGREEMENT FOR
# EQUIPMENT MAINTENANCE SERVICES AT AQUATIC CENTER

## SCOPE OF SERVICES

**The scope of services is to remain unchanged from the Agreement dated July 1, 2020.**

# EXHIBIT "B"
# TO SECOND AMENDMENT TO AGREEMENT FOR EQUIPMENT MAINTENANCE SERVICES AT AQUATIC CENTER

## COMPENSATION

**1. RATE.**

See attached proposal.

KSI an Aquafinity company

# TREATMENT PACKAGE

**Package #**
**City Of Aliso Viejo**
***2023-2024 Monthly Scheduled Maintenance Agreement***

| | |
|---|---|
| **Consultant:** | John Tosco |
| **WQA:** | Tiadra Carter |
| **Fax:** | |
| **Date:** | 04/24/23 |

**ATTN:**

City Of Aliso Viejo
Kyle Bolender
12 Journey Suite 100
Aliso Viejo, CA 92656

**SITE:**

Aliso Viejo Aquatic Center
Kyle Bolender
29 Santa Barbara Dr
Aliso Viejo, CA 92656-1622

**Phone:** **Fax:**

## Order Description

Thank you for your continued trust in Knorr Systems. Below is our *(DIR) compliant proposal for the renewal of the monthly scheduled maintenance for your swimming pools and splash pad equipment at Aliso Viejo Aquatic Center. Our services are designed to assist your facility maintain system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy.

## Order Items

| Description | Code | Quantity |
|---|---|---|
| **Monthly Preventative Maintenance Package** | SMA Monthly | 1 |
| BECS Chemical Controller | SMA SC PW 02 | 60 |

*Lap Pool - BECSys7, Recreation Pool - BECSys7, Wader - BECSys5, Splash Pad - BECSys5, Spa - BECSys5*

Services provided at every visit:
- Test operation of the safety flow switch
- Clean sensors
- One-point controller calibration as needed
- Download and plot controller history into graph
- Compile a data archive of chemical history and provide to customer
- Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index
- Provide recommendations to make chemical corrections

| | | |
|---|---|---|
| Service Travel | SVC T | 12 |
| High Rate Filtration System | SMA SC PW 16 | 36 |

*Lap Pool - (2) EKO3 Tanks, Recreation Pool - (1) EKO3 Tank,*

Services provided at every visit:
- Backwash filtration system as needed
- Review backwash performance to confirm proper operation and efficiency
- Monitor and log filtration, influent & effluent pressure
- Monitor and log filtration flow-rate

KSI an Aquafinity company

# TREATMENT PACKAGE

**Package #**
**City Of Aliso Viejo**
***2023-2024 Monthly Scheduled Maintenance Agreement***

| | |
|---|---|
| **Consultant:** | John Tosco |
| **WQA:** | Tiadra Carter |
| **Fax:** | |
| **Date:** | 04/24/23 |

| | | |
|---|---|---|
| Stenner Injector Cleaning | SMA SC Routine 17 | 84 |

*Lap Pool - 170DM5 & 45MHP10, Recreation Pool - 170DM5, Wader - (2) 45MP5, Splash Pad - 45MHP10, Spa - 45M5*

Services provided at every visit:
- Backwash filtration system as needed
- Review backwash performance to confirm proper operation and efficiency
- Monitor and log filtration, influent & effluent pressure
- Monitor and log filtration flow-rate

| | | |
|---|---|---|
| Vertical Filter Tank Backwash | SMA SC PW 35 | 36 |

*Wader - TR100-C, Splash Pad - TR140C, Spa - TR140-C*

| | | |
|---|---|---|
| LMI Injectors | SMA SC PW 06 | 36 |

*Recreation Pool - A151-822SI, Splash Pad - A151-392SI, Spa - A151-392SI*

Services provided at every visit:
- Remove and clean injector to remove any calcification or buildup
- Fine-tune chemical output to maintain chemical balance
- Inspect suction and discharge tubing for wear
- Monitor and log chemical storage tank level

| | | |
|---|---|---|
| **Quarterly Preventative Maintenance Package** | SMA Quarterly | 1 |
| Stenner Feed Tube Replacement | SMA SC PW 18 | 28 |

*Lap Pool - 170DM5 & 45MHP10, Recreation Pool - 170DM5, Wader - (2) 45MP5, Splash Pad - 45MHP10, Spa - 45M5*

Services provided every visit:
- Disassemble pump roller assembly for cleaning and feed tube replacement

| | | |
|---|---|---|
| **Annual Chemical Treatment Preventative Maintenance Package** | SMA Annual 01 | 1 |
| BECS Calibration | SMA SC PW 05 | 5 |

*Lap Pool - BECSys7, Recreation Pool - BECSys7, Wader - BECSys5, Splash Pad - BECSys5, Spa - BECSys5*

Services provided once a year:
- Two-point controller calibration

| | | |
|---|---|---|
| LMI Pump Wet-End Rebuild | SMA SC PW 07 | 3 |

*Recreation Pool - A151-822SI, Splash Pad - A151-392SI, Spa - A151-392SI*

Service provided once a year
- Disassemble pump wet-end for cleaning and overhaul with factory overhaul kit
- For G Pumps: Replace G-pump motor oil and motor gasket

| | | |
|---|---|---|
| Tubing Replacement | SMA SC PW 20 | 3 |

*Recreation Pool - A151-822SI, Splash Pad - A151-392SI, Spa - A151-392SI*

Services provided once a year:
- Replace chemical suction and discharge tubing

KSI an Aquafinity company

# TREATMENT PACKAGE

**Package #**
**City Of Aliso Viejo**
***2023-2024 Monthly Scheduled Maintenance Agreement***

| | |
|---|---|
| **Consultant:** | John Tosco |
| **WQA:** | Tiadra Carter |
| **Fax:** | |
| **Date:** | 04/24/23 |

| | | |
|---|---|---|
| Tubing Replacement | SMA SC PW 20 | 7 |

*Lap Pool - 170DM5 & 45MHP10, Recreation Pool - 170DM5, Wader - (2) 45MP5, Splash Pad - 45MHP10, Spa - 45M5*

Services provided once a year:
- Replace chemical suction and discharge tubing

| | | |
|---|---|---|
| **Annual UV Preventative Maintenance Package** | SMA Annual 02 | 1 |
| Delta HDPE 587-HO UV PM | SMA SC PW 83 | 1 |

*Splash Pad - HDPE 587-HO*

Services provided once a year:
- Isolation of the UV chamber and removal of the safety lid, and quartz sleeve assembly
- Replace the UV lamp, quart sleeves and O-rings
- Clean UV sensor sight glass as needed
- Verify proper electrical connections of the UV lamps
- Reassemble the unit, checking for water tight connections at the housings
- Bleed air from the system
- Startup power to the unit and verify proper operation of the lamps, safety lid switch, pressure switch, and UV sensor

| | | |
|---|---|---|
| **Annual Lochinvar Preventative Maintenance Package** | SMA Annual 04 | 1 |
| Lochinvar ERN150-402 Cleaning | SMA SC PW 29 | 1 |

*Wader - ERN402*

Services provided once a year:
- Inspect flame and heat exchanger
- Log system flow rate, influent pressure, and effluent pressure
- Disassemble heater to inspect and clean gas manifolds, upper cabinet and fans
- De-soot and/or clean heat exchanger and inspect for any irregularities
- Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities
- Clean burners and reinstall with new gaskets
- Test and set gas manifold pressures and combustion air cabinet pressures
- Inspect bypass manifold
- Test and set inlet water temperature and delta temperature
- Complete chemical evaluation to confirm proper water balance
- Provide recommendations for chemical corrections

KSI an Aquafinity company

# TREATMENT PACKAGE

**Package #**

**City Of Aliso Viejo**

***2023-2024 Monthly Scheduled Maintenance Agreement***

| | |
|---|---|
| **Consultant:** | John Tosco |
| **WQA:** | Tiadra Carter |
| **Fax:** | |
| **Date:** | 04/24/23 |

| | | |
|---|---|---|
| Lochinvar ERN150-402 PM<br>*Wader - ERN402* | SMA SC PW 32 | 1 |

Services provided once a year:
- Inspect flame and heat exchanger
- Log system flow rate, influent pressure, and effluent pressure
- Disassemble heater to inspect and clean gas manifolds, upper cabinet and fans
- De-soot and/or clean heat exchanger and inspect for any irregularities
- Clean and inspect the combustion chamber and inspect refractory materials for cracks or irregularities
- Clean burners and reinstall with new gaskets
- Test and set gas manifold pressures and combustion air cabinet pressures
- Inspect bypass manifold
- Replace flame rod and spark ignitor
- Test and set inlet water temperature and delta temperature
- Complete chemical evaluation to confirm proper water balance
- Provide recommendations for chemical corrections

| | | |
|---|---|---|
| Lochinvar AQUAS FTX APN400-850 PM<br>*Lap Pool - (2) FTX850, Recreation Pool - (1) FTX850* | SMA SC PW 44 | 3 |

Services provided once a year:
- Monitor and log heater inlet, outlet, and delta temperature
- Monitor and log primary loop pressure
- Test relief valves and expansion tank for proper operation
- Inspect primary loop piping for any leaks present
- Inspect condensate neutralization trap
- Verify boost pump operation and programming
- Remove upper panels for inspection and cleaning
- Remove and clean heater blower with compressed air
- Remove burner and disassemble combustion chamber
- Clean and inspect burner
- De-soot and/or clean heat exchanger and inspect for irregularities
- Vacuum debris from heat exchanger and wipe clean
- Reassemble heater with new insulation burner plate (as needed), air manifold gaskets, gas manifold gaskets, and burner gaskets
- Install new ignitor and flame rods and startup heater
- Perform combustion analysis to verify and adjust CO2, NO, NOX emissions
- Confirm seal on all internal gas manifold connections with leak detector
- Inspect flame condition following maintenance service

| | | |
|---|---|---|
| **Annual Filters Preventative Maintenance Package** | SMA Annual 07 | 1 |

| | | |
|---|---|---|
| Sand Filter Media Inspection<br>*Lap Pool - (2) EKO3 Filters, Recreational Pool - (1) EKO3 Filters* | SMA SC PW 14 | 3 |

Services provided once a year:
- Drain filter tanks and remove manway covers to inspect tank internal components
- Inspect media throughout the filters for proper consistency, contamination and flatness
- Install cleaned manway covers and replace manway gaskets
- Fill tanks and bleed air from the system
- Restart system and review for proper operation

KSI an Aquafinity company

# TREATMENT PACKAGE

**Package #**
**City Of Aliso Viejo**
***2023-2024 Monthly Scheduled Maintenance Agreement***

| | |
|---|---|
| **Consultant:** | John Tosco |
| **WQA:** | Tiadra Carter |
| **Fax:** | |
| **Date:** | 04/24/23 |

| | | |
|---|---|---|
| **Annual Raypak Preventative Maintenance Package** | SMA Annual 08 | 1 |
| Raypak C-R407-A-EN-ASME PM<br>*Spa - C-R407A-EN-X ASME*<br>Services provided once a year:<br>• Log heater inlet, outlet and delta temperature<br>• Inspect flame and heat exchanger<br>• Shut down heater and disassemble to clean and inspect<br>• Remove front lower panel to access burner tray and burners for cleaning<br>• Clean combustion chamber and inspect tube bundle for scale and wear<br>• Re-Install lower panel complete with new gasket and new pilot assembly<br>• Clean fan squirrel cage and upper cabinet<br>• Cycle limit safeties and thermostat to verify operation within factory spec<br>• Verify limit safeties and thermostat to correct temperature<br>• Test and set gas manifold pressures<br>• Confirm proper vent draft<br>• Test and set inlet water temperature and delta temperature | SMA SC PW 102 | 1 |
| **Preventative Maintenance Parts Box**<br>All parts listed below will be delivered at the first service. Parts will be stored in a KSI provided lockable durable storage box in the pool equipment room and will be billed separately at time of delivery. | SMA Parts Box | 1 |
| Parts | SMA Filter | 1 |
| Manway Gasket, Channel For Eko3 Gen 1 And Nex Filters | FP-022-20371 | 3 |
| Parts | SMA LMI | 1 |
| Kit, Rpm 392/398 Pro Pac | WP-036-11120 | 2 |
| Kit, Rpm 822 Pro Pac | WP-036-11159 | 1 |
| 100 Ft Roll 1/4" Tube White | WP-036-01510B | 3 |
| Parts | SMA Stenner | 1 |
| #2 Feed Tube W/ Ends | WP-033-20020 | 8 |
| #5 Feed Tube Assy W/ Ends Includes 2 Ferrules | WP-033-01130A | 20 |
| 100 Ft Roll 1/4" Tube White | WP-036-01510B | 7 |
| Parts | SMA Raypak | 1 |
| Pilot Assembly | HP-029-00725 | 1 |

KSI an Aquafinity company

# TREATMENT PACKAGE

**Package #**
**City Of Aliso Viejo**
***2023-2024 Monthly Scheduled Maintenance Agreement***

**Consultant:** John Tosco
**WQA:** Tiadra Carter
**Fax:**
**Date:** 04/24/23

| | | |
|---|---|---|
| Parts | SMA Lochinvar | 1 |
| Gasket, Burner | HP-039-07980 | 16 |
| Gasket For Burner Panel, 45" | HP-039-00275 | 6 |
| Plt30001, Flame Rod | HP-039-00028 | 1 |
| Spark Ignitor Kit For Ern152-Ern402 | HP-039-00031 | 1 |
| Parts | SMA AQUAS | 1 |
| Gasket, Fan Ftx600-850 | HP-039-90903 | 3 |
| Venturi Gasket For Ftx600, 750 & 850 | HP-039-90901 | 3 |
| Gasket, Gas Valve Ftx600-850 | HP-039-90904 | 3 |
| Flame Sensor W/ Gasket | HP-039-90591 | 3 |
| Ignitor W/ Gasket | HP-039-90592 | 3 |
| K, Gasket, Burner, 254 Mm, Qty. 2 | HP-039-08145 | 3 |
| K, Fiberboard, Burner, 245Mm | HP-039-90598 | 3 |
| Fan /Venturi Gasket For Ftx And Crest Boiler | HP-039-00049 | 3 |
| Gas Valve/ Venturi Gasket - Ftx And Crest Boiler | HP-039-00222 | 3 |
| Parts | SMA Delta UV | 1 |
| UV Ultraviolet Lamp For Elp Series | WP-365-00020 | 1 |
| Quartz Sleeves For Elp Series | WP-365-00010 | 1 |
| O-Ring For Uv System Elp Series | WP-365-00000 | 1 |

KSI an Aquafinity company

# TREATMENT PACKAGE

**Package #**
**City Of Aliso Viejo**
***2023-2024 Monthly Scheduled Maintenance Agreement***

| | |
|---|---|
| **Consultant:** | John Tosco |
| **WQA:** | Tiadra Carter |
| **Fax:** | |
| **Date:** | 04/24/23 |

## Additional Information

One Time Payment (All Parts): $4,818.75
Monthly Maintenance Payment: $1,993.75
Agreement Period: 7/1/2023-6/30/2024

Terms and Conditions
- Payments based on a fulfillment of 12 (twelve) service visits over a 12-month period
- Please submit signed agreement or purchase order prior to 06/30/2023 to start service in July 2023.
- Signed agreements will begin and scheduled within 21 calendar days (3 weeks) of receipt of signed agreement and/or purchase order.
- Payment Terms: Net 30 days from date of invoice
- Interest: 18% APR is charged on all past due invoices
- Cancelled visits are subject to 100% of monthly fee plus a $150.00 cancellation fee
- All points of quotation are valid for 90 days from this date

| | |
|---|---|
| **Subtotal** | 28,006.04 |
| **Adjustment** | 0.00 |
| **Total** | 28,006.04 |
| **Estimated Shipping** | 400.30 |
| **Tax** | 337.41 |
| **Grand Total** | 28,743.75 |

**Signature** **Date**

**We are pleased to submit the above package for your consideration.**
1. Please complete and return the delivery schedule if attached to this package, it is designed to help coordinate delivery dates that best coincide with your construction and draw schedules.
2. It is your responsibility to provide the required permits, bonds and acceptable electrical connections. Proof of these requirements must be presented to KSI on demand.
3. You may incur restocking fees if you choose to return any items included in this package to KSI. Restocking fees vary per manufacturer.
4. Any changes to this order must be made in writing to KSI.
5. Freight charges are estimates only and the actual freight costs may be different at time of shipping.
6. If capital dollars are not readily available, you may acquire this package through a lease or rent to own arrangement pending lending source approvals.
7. Payment terms are subject to the credit agreement you have on file with KSI.

This estimate is valid for 30 days from the above date after which the estimate may be subject to change.
Your signature above is considered your acceptance of this proposal and is subject to all terms and conditions of your credit arrangement with KSI.

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: SECOND AMENDMENT TO THE AGREEMENT WITH RK ENGINEERING GROUP INC. FOR ON-CALL PARKING AND TRAFFIC ANALYSIS

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**Recommended Actions:**

1. Approve a second amendment to the agreement with RK Engineering Group, Inc. to perform on-call parking and traffic analysis that renews the agreement for an additional one-year term and increases the total compensation under the agreement by $50,000 for a total amount of $100,000; and

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

**Fiscal Impact:**

The FY 2023-24 budget includes funds for traffic engineering studies. All traffic development reviews will be reimbursed by the applicant.

**Background:**

The City utilizes on-call parking and traffic analysis services to perform transportation planning and traffic engineering reviews. This includes completing traffic studies and preparing recommendations to address traffic issues as well as performing traffic reviews for development projects.

**Discussion:**

A request for proposals (RFP) was issued for on-call parking and traffic analysis on March 4, 2020, which was advertised on the City website and awarded to RK Engineering Group, Inc. on July 1, 2020, for an initial term of three years. On July 21, 2022, the agreement was amended to increase the total compensation amount to $50,000. This second agreement amendment will renew the agreement for an additional one-year term until June 30, 2024, and increase the total compensation under the agreement by $50,000 for a total amount of $100,000. There will be one remaining one-year renewal option available after this term.

**Attachment:**

1. Second Agreement Amendment with RK Engineering Group, Inc.

**CITY OF ALISO VIEJO**

**SECOND AMENDMENT TO**
**ON-CALL PARKING AND TRAFFIC ANALYSIS**

## 1. PARTIES AND DATE.

This Second Amendment to the **Professional Services Agreement for On-Call Parking and Traffic Analysis** ("Second Amendment") is entered into on the 16 day of May, 2023 by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **RK Engineering Group, Inc.** (hereinafter referred to as the "Contractor"). City and Contractor are sometimes collectively referred to herein as the "Parties."

## 2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled **Professional Services Agreement for On-Call Parking and Traffic Analysis** dated **July 1st, 2020** ("Agreement").

2.2 First Amendment. The Parties amended the Agreement in order to increase the total compensation under the Agreement by **Twenty-Five Thousand Dollars ($25,000.00)** on July 21, 2022.

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

## 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 Thousand Dollars ($100,000.00)** without written approval of the City Manager. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Second Amendment at the rates set forth in Exhibit "B" attached hereto.

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

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

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

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

**SIGNATURE PAGE FOR SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PARKING AND TRAFFIC ANALYSIS BETWEEN THE CITY OF ALISO VIEJO AND RK ENGINEERING GROUP, INC.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement on this 16 day of May, 2023.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Ann Eifert
Director of Financial Services

**RK ENGINEERING GROUP, INC.**

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

By:_____
Its: PRESIDENT
Printed Name: ROGIER GOEDECKE

By:_____
Its: SECRETARY/TREASURER
Printed Name: ALLISON GOEDECKE



60367.01100\33489405.1

**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:

NEWPORT BEACH/ORANGE/CA 5-16-23

City/County/State Date

RK ENGINEERING GROUP, INC. ROGIER GOEDECKE

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.

BKENGINEERING GROUP, INC. ROGIER GOEDECKE

Name of Business Print Name

Signature

5-16-23

Date



60367.01100\33489405.1

**EXHIBIT "A"**
**TO SECOND AMENDMENT TO**
**PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PARKING AND TRAFFIC ANALYSIS**

**SCOPE OF SERVICES**

**The scope of services is to remain unchanged from the original Professional Services Agreement for On-Call Parking and Traffic Analysis, dated July 1, 2020.**

**EXHIBIT "B"**
**TO SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FORON-CALL PARKING AND TRAFFIC ANALYSIS**

**COMPENSATION**

**The compensation is to remain unchanged from the original Professional Services Agreement for On-Call Parking and Traffic Analysis, dated July 1, 2020.**

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: RENEWED MEASURE M ELIGIBILTY

---

**Recommended Actions:**

1. Adopt a 7-year Capital Improvements Program (CIP) for Street Projects;

2. Adopt a Resolution concerning the status of the Circulation Element and Mitigation Fee Program; and

3. Adopt a Resolution concerning the status of the Local Signal Synchronization Plan.

**Fiscal Impact:**

The City will receive approximately $7.7 million in FY 2023-24 through FY 2029-30 in Measure M2 Fair Share funds.

**Background:**

To maintain eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to Orange County Transportation Authority (OCTA). Measure M2 Fair Share funds are made available to the City annually. Cities will be apportioned Measure M2 funds by applying a formula using population; miles of MPAH designated roadways, and taxable sales. The City has also applied for and received (or been awarded) about $2.3 million in competitive funds.

Every year, OCTA requires a submittal of the City's programs and projects affecting circulation and transportation to verify that these elements are in alignment with Measure M2 and countywide plans. This year's submittal requires the following documentation:

Measure M2 7-year Capital Improvement Program (7-year CIP)

The City's 7-year CIP is a transportation planning and fiscal forecasting document used to guide future programming for transportation CIP projects. The 7-year CIP is consistent with the proposed citywide CIP Budget for FY 2023-24. The submittal of the 7-year CIP

does not commit the City to fund the identified improvements, but projects must be included in the 7-year CIP to be eligible to receive Measure M2 funding. This document is updated every year to allow for changes based on maintenance needs or City Council priorities. The CIP emphasizes projects that improve circulation, mitigate traffic congestion, and maintain the City's investment in existing transportation infrastructure.

Orange County Master Plan of Arterial Highway (MPAH) Consistency

The OCTA MPAH was established to provide planning, development, and preservation of a coordinated regional arterial highway network to supplement the countywide freeway system. Measure M2 funding eligibility requires that the City must biennially adopt and maintain a Circulation Element that is consistent with the OCTA MPAH by maintaining an equivalent number of minimum through lanes on each arterial highway shown on the MPAH map.

Mitigation Fee Program

The Mitigation Fee Program is a locally established fee program, which assesses fees used to mitigate the effects of new development on transportation infrastructure. Biennially, the City must submit a City Council adopted resolution to OCTA certifying that the City has an existing mitigation fee program.

Local Signal Synchronization Plan (LSSP)

The City's LSSP is a three-year plan identifying traffic signal synchronization, street routes, and traffic signals to be improved in the City. The LSSP must be consistent with the Regional Traffic Signal Synchronization network in the City and must also be consistent with signal synchronization across jurisdictions. This new element must be completed every three years to be eligible to receive Measure M2 funds.

**Discussion:**

The proposed 7-year CIP for streets is attached. The 7-year CIP includes the City approved 5-year plan which emphasizes rehabilitation work such as slurry sealing and overlays to maintain the condition of the City's street network. The proposed projects have been assigned to each year based upon priority rankings. Since the exact amount of the funds are not known, it is possible that some projects may not be completed in a given year but it is important to list them to ensure Measure M funds can be utilized where appropriate. If projects are delayed due to funding, it is staff's intention to still complete them in the priority ranking order.

The attached Council resolution states that the City's Circulation Element is in conformance with the County's MPAH and the resolution also reaffirms the City's existing Mitigation Fee Program. The City's mitigation fees are established development agreements and/or Conditions of Approval.

The Local Signal Synchronization Plan update is attached and includes synchronized signal inventory, maintenance budgets, and potential synchronization projects.

**Attachments:**

1. 7-year Capital Improvements Program for Street Projects
2. Resolution for Circulation Element and Mitigation Fee Program
3. Resolution for Local Signal Synchronization Plan
4. Local Signal Synchronization Plan

# Orange County Transportation Authority

## FY 2023/24 - FY 2029/30 Capital Improvement Program

**TIP ID** CP-11272 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:

**Additional Project IDs:**

**Type of Work:** Road Maintenance

**Type of Work Description:** Road Maintenance - Rehabilitation of roadway

**Limits**

Aliso Creek Road Rehab - Enterprise to 73

**Project Notes**

**Project Title**

Aliso Creek Road Rehab - Enterprise to 73

**Project Description**

Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay. 1,400 lf

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | Measure M2 Local Fairshare | $0 | $0 | $870,000 | $0 | $870,000 | $896,100 |
| 2024 | Local Streets and Roads apportionments | $0 | $0 | $10,000 | $0 | $10,000 | $10,300 |
| | **Totals:** | **$0** | **$0** | **$880,000** | **$0** | **$880,000** | **$906,400** |

Last Revised: 23-00 - In Progress **Total Programmed:** $880,000

**TIP ID** CP-10002 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 19-OCTA-TSP-3941

**Additional Project IDs:**

**Type of Work:** Traffic Signals

**Type of Work Description:** Traffic Signals - Coordinate signals within project limits

**Limits**

Aliso Creek Road from El Toro Road to Moulton Parkway

**Project Notes**

**Project Title**

Aliso Creek Road Traffic Signal Synchronization (Project P)

**Project Description**

Aliso Viejo's portion of signal timing and equipment upgrades to Aliso Creek Road.

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | Measure M2 Local Fairshare | $0 | $0 | $175,000 | $0 | $175,000 | $180,250 |
| | **Totals:** | **$0** | **$0** | **$175,000** | **$0** | **$175,000** | **$180,250** |

Last Revised: 23-00 - In Progress **Total Programmed:** $175,000

**TIP ID** CP-10003 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:

**Additional Project IDs:**

**Type of Work:** Road Maintenance

**Type of Work Description:** Road Maintenance - Slurry seal of roadway

**Limits**

Citywide

**Project Notes**

**Project Title**

Annual Slurry Seal Program

**Project Description**

Annual program for slurry seal of roadways on residential streets. One fifth of the streets are sealed each year in accordance with the Pavement Management System.

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $772,200 |
| 2024 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $15,450 |
| 2025 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $15,914 |
| 2025 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $795,066 |
| 2026 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $818,618 |
| 2026 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $16,391 |
| 2027 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $842,877 |
| 2027 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $16,883 |
| 2028 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $867,863 |
| 2028 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $17,389 |
| 2029 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $893,599 |
| 2029 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $17,911 |
| 2030 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $920,107 |
| 2030 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $18,448 |
| | **Totals:** | **$70,000** | **$0** | **$5,285,000** | **$0** | **$5,355,000** | **$6,028,716** |

Last Revised: 23-00 - In Progress **Total Programmed:** $5,355,000

**TIP ID** CP-12134 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:

**Additional Project IDs:**

**Type of Work:** Road Maintenance

**Type of Work Description:** Road Maintenance - Rehabilitation of roadway

**Limits**

Cedarbrook between Glenwood and Aliso Viejo Parkway

**Project Notes**

**Project Title**

Cedarbrook Rehabilitation Project between Glenwood and Aliso Viejo Parkway

**Project Description**

Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay (3,200 lf)

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2025 | Local Streets and Roads apportionments | $0 | $0 | $10,000 | $0 | $10,000 | $10,609 |
| 2025 | Measure M2 Local Fairshare | $0 | $0 | $850,000 | $0 | $850,000 | $901,765 |
| | **Totals:** | **$0** | **$0** | **$860,000** | **$0** | **$860,000** | **$912,374** |

Last Revised: 23-00 - In Progress **Total Programmed:** $860,000

**TIP ID** CP-11903 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:
**Additional Project IDs:**
**Type of Work:** Bikeways
**Type of Work Description:** Bikeways - Planning

**Project Title**
Citywide Bike Lane Study
**Project Description**
Plan and design bicycle facilities throughout the City

**Limits**
Citywide

**Project Notes**
Other-SCAG grant being applied

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | Measure M2 Local Fairshare | $50,000 | $0 | $0 | $0 | $50,000 | $50,000 |
| 2024 | Other | $200,000 | $0 | $0 | $0 | $200,000 | $200,000 |
| | **Totals:** | **$250,000** | **$0** | **$0** | **$0** | **$250,000** | **$250,000** |

Last Revised: 23-00 - In Progress **Total Programmed:** $250,000

**TIP ID** CP-10004 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 14-ALSO-ECP-3728
**Additional Project IDs:**
**Type of Work:** Environmental Cleanup
**Type of Work Description:** Environmental Cleanup - Constructed wetlands

**Project Title**
Dairy Fork Wetland
**Project Description**
Maintenance of wetland to improve water quality of Dairy Fork sub-watershed.

**Limits**
Dairy Fork Tributary Outfall

**Project Notes**

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2025 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2026 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2027 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2028 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2029 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2030 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| | **Totals:** | **$0** | **$0** | **$0** | **$70,000** | **$70,000** | **$70,000** |

Last Revised: 23-00 - In Progress **Total Programmed:** $70,000

**TIP ID** CP-10006 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:
**Additional Project IDs:**
**Type of Work:** Road Maintenance
**Type of Work Description:** Road Maintenance - Rehabilitation of roadway

**Project Title**
Enterprise Rehab - Aliso Creek Road to Aliso Viejo Parkway
**Project Description**
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay.

**Limits**
Aliso Creek Road to Aliso Viejo Parkway (1,450 lf)

**Project Notes**

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | Local Streets and Roads apportionments | $0 | $0 | $1,435,000 | $0 | $1,435,000 | $1,478,050 |
| 2024 | Measure M2 Local Fairshare | $0 | $0 | $10,000 | $0 | $10,000 | $10,300 |
| | **Totals:** | **$0** | **$0** | **$1,445,000** | **$0** | **$1,445,000** | **$1,488,350** |

Last Revised: 23-00 - In Progress **Total Programmed:** $1,445,000

**TIP ID** CP-10007 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:

**Additional Project IDs:**

**Type of Work:** Road Maintenance

**Type of Work Description:** Road Maintenance - Reconstruction of roadway

**Limits**

Glenwood from 73 Freeway to Aliso Creek Road

**Project Notes**

**Project Title**

Glenwood Rehab - SR73 to Aliso Creek Road

**Project Description**

Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay (2,700 lf)

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | Measure M2 Local Fairshare | $50,000 | $0 | $0 | $0 | $50,000 | $50,000 |
| 2024 | Local Streets and Roads apportionments | $10,000 | $0 | $0 | $0 | $10,000 | $10,000 |
| 2025 | Measure M2 Local Fairshare | $0 | $0 | $10,000 | $0 | $10,000 | $10,609 |
| 2025 | Local Streets and Roads apportionments | $0 | $0 | $940,000 | $0 | $940,000 | $997,246 |
| | **Totals:** | **$60,000** | **$0** | **$950,000** | **$0** | **$1,010,000** | **$1,067,855** |

Last Revised: 23-00 - In Progress **Total Programmed:** $1,010,000

**TIP ID** CP-10014 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 16-ALSO-ECP-3844

**Additional Project IDs:**

**Type of Work:** Environmental Cleanup

**Type of Work Description:** Environmental Cleanup - Catchment Retrofit

**Limits**

Various catch basins throughout the City

**Project Notes**

**Project Title**

Stormwater Litter Control Project - Phase 4

**Project Description**

Storm Water Pollution Project - This project will include installation of Bio Clean High Capacity Filter Inserts on storm drain catch basins located on Public Streets within the City of Aliso Viejo. This is for maintenance of catch basin filters.

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | General Fund | $0 | $0 | $0 | $11,100 | $11,100 | $11,100 |
| 2025 | General Fund | $0 | $0 | $0 | $11,100 | $11,100 | $11,100 |
| 2026 | General Fund | $0 | $0 | $0 | $11,100 | $11,100 | $11,100 |
| | **Totals:** | **$0** | **$0** | **$0** | **$33,300** | **$33,300** | **$33,300** |

Last Revised: 23-00 - In Progress **Total Programmed:** $33,300

**TIP ID** CP-10015 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 17-ALSO-ECP-3878

**Additional Project IDs:**

**Type of Work:** Environmental Cleanup

**Type of Work Description:** Environmental Cleanup - Catchment Retrofit

**Limits**

Various catch basins throughout the City

**Project Notes**

**Project Title**

Stormwater Litter Control Project - Phase 5

**Project Description**

Storm Water Pollution Proj-This project will include installation of Bio Clean high Capacity Filter inserts on storm drain catch basins located on Public Streets. ECP funding approved in 2017. This is for maintenance of catch basin filters.

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | General Fund | $0 | $0 | $0 | $7,000 | $7,000 | $7,000 |
| 2024 | Gas Tax | $0 | $0 | $0 | $23,000 | $23,000 | $23,000 |
| 2025 | Gas Tax | $0 | $0 | $0 | $23,000 | $23,000 | $23,000 |
| 2025 | General Fund | $0 | $0 | $0 | $7,000 | $7,000 | $7,000 |
| 2026 | Gas Tax | $0 | $0 | $0 | $23,000 | $23,000 | $23,000 |
| 2026 | General Fund | $0 | $0 | $0 | $7,000 | $7,000 | $7,000 |
| 2027 | Gas Tax | $0 | $0 | $0 | $23,000 | $23,000 | $23,000 |
| 2027 | General Fund | $0 | $0 | $0 | $7,000 | $7,000 | $7,000 |
| | **Totals:** | **$0** | **$0** | **$0** | **$120,000** | **$120,000** | **$120,000** |

Last Revised: 23-00 - In Progress **Total Programmed:** $120,000

**TIP ID** CP-10016 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:

**Additional Project IDs:**

**Type of Work:** Environmental Cleanup

**Type of Work Description:** Environmental Cleanup - Constructed wetlands

**Project Title**

Wood Canyon Wetland

**Project Description**

Maintenance of wetland to improve water quality in the Wood Canyon Wetland

**Limits**

Wood Canyon Wetland

**Project Notes**

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | General Fund | $0 | $0 | $0 | $5,000 | $5,000 | $5,000 |
| 2025 | General Fund | $0 | $0 | $0 | $5,000 | $5,000 | $5,000 |
| 2026 | General Fund | $0 | $0 | $0 | $5,000 | $5,000 | $5,000 |
| 2027 | General Fund | $0 | $0 | $0 | $5,000 | $5,000 | $5,000 |
| 2028 | General Fund | $0 | $0 | $0 | $5,000 | $5,000 | $5,000 |
| 2029 | General Fund | $0 | $0 | $0 | $5,000 | $5,000 | $5,000 |
| 2030 | General Fund | $0 | $0 | $0 | $5,000 | $5,000 | $5,000 |
| | **Totals:** | **$0** | **$0** | **$0** | **$35,000** | **$35,000** | **$35,000** |

Last Revised: 23-00 - In Progress

**Total Programmed:** $35,000

**RESOLUTION NO. 2023-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM**

**WHEREAS**, the City of Aliso Viejo desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH); and

**WHEREAS**, the City of Aliso Viejo has endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH; and

**WHEREAS**, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction; and

**WHEREAS**, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2021-22 and FY 2022-23; and

**WHEREAS**, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs; and

**WHEREAS**, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development;

**NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Aliso Viejo, does hereby inform OCTA that**:

a) The arterial highway portion of the Circulation Element of the City is in conformance with the MPAH.

b) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2021-22 and FY 2022-23.

c) The City affirms that it will bring forward requests to amend the MPAH, when necessary, in order to ensure that the MPAH and the General Plan Circulation Element remain consistent.

d) The City reaffirms that the existing Mitigation Fee Program is in effect.

**PASSED, APPROVED AND ADOPTED** this 7th day of June, 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

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

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

**RESOLUTION NO. 2023-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM**

**WHEREAS**, the Orange County Transportation Authority has developed the Regional Traffic Signal Synchronization Master Plan to identify traffic signal synchronization street routes and traffic signals within and across jurisdictional boundaries, and defines the means of implementing the Regional Traffic Signal Synchronization Program; and

**WHEREAS**, the Regional Traffic Signal Synchronization Program requires that local jurisdictions adopt a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local jurisdictions' efforts to synchronizing traffic signals across local jurisdictions' boundaries; and

**WHEREAS**, the Local Signal Synchronization Plan must be updated by June 30, 2023, to continue to be eligible to receive Net Revenues as part of Measure M2;

**NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Aliso Viejo, does hereby inform OCTA that**:

a) The City adopts and maintains a Local Signal Synchronization Plan which includes goals that are consistent with those outlined as part of the Regional Signal Synchronization Master Plan, including signal synchronization across jurisdictions.

b) The Local Signal Synchronization Plan identifies traffic signal synchronization street routes, including all elements of the Regional Signal Synchronization Network located within the City.

c) The Local Signal Synchronization Plan includes the traffic signal inventory for all traffic signal synchronization street routes.

d) The Local Signal Synchronization Plan includes a three-year plan showing capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals.

e) The Local Signal Synchronization Plan includes an update on the status and performance of traffic signal synchronization activities.

f) The Local Signal Synchronization Plan includes a discussion on the review and revision, as may be necessary, on the timing of traffic signals on the traffic signal synchronization street routes.

**PASSED, APPROVED AND ADOPTED** this 7th day of June, 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

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

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

June 30, 2023

Orange County Transportation Authority (OCTA)
ATTN: Alicia Yang
Regional Modeling and Traffic Operations
Planning Division
P.O. Box 14184
Orange, CA 92863-1584

**Subject: Local Signal Synchronization Plan Submittal as Part of the Measure M2 Eligibility Process**

Dear Ms. Yang:

The City of Aliso Viejo is pleased to submit its updated Local Signal Synchronization Plan as part of the Measure M2 eligibility process. The submittal includes the following components:

1. A completed "Local Signal Synchronization Plan Consistency Review Checklist" form establishing consistency between the Local Signal Synchronization Plan and the Regional Traffic Signal Synchronization Master Plan.

2. An updated Local Signal Synchronization Plan for Fiscal Years 2023/2024 to 2025/26 including all required elements as identified in the "Guidelines for the Preparation of Local Signal Synchronization Plans".

The City of Aliso Viejo looks forward to continuing the implementation of the beneficial programs and construction projects required and made possible by Measure M2. If you have any questions, please feel free to call me at (949) 425-2533.

Sincerely,

Shaun S. Pelletier, P.E.
City Engineer & Director of Public Works

Enclosures:
A. Local Signal Synchronization Plan Consistency Review Checklist
B. Local Signal Synchronization Plan

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# LOCAL SIGNAL SYNCHRONIZATION PLAN CONSISTENCY REVIEW CHECKLIST

The Local Agency Name: **CITY OF ALISO VIEJO** Plan Date: **JUNE 30, 2023**

Local agencies must submit a copy of their Local Signal Synchronization Plan, and any supporting documentation, including the completed consistency review checklist below.

| Local Agency Statement | Page(s) in LSSP | Provided or N/A |
|---|---|---|
| **1)** Signal synchronization goals of the agency are consistent with those outlined as part of the Regional Traffic Signal Synchronization Master Plan. | **PAGES 2-4** | **Provided** |
| **2)** Traffic signal synchronization street routes are identified, including all corridors along the regional signal synchronization network located within the local agency. | **PAGES 5-7** | **Provided** |
| **3)** Traffic signal inventory for all traffic signal synchronization street routes. | **PAGES 8-10** | **Provided** |
| **4)** Three-year plan separately showing costs, available funding, and phasing for capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals which may include unconstrained and build-out scenarios. | **PAGES 11-14** | **Provided** |
| **5)** Signal synchronization review, revision, and assessment of synchronization activities along the traffic signal synchronization street routes and traffic signals. | **PAGES 15-19** | **Provided** |

I certify that the above statements are true to the best of my knowledge.

_____ _____
Signature Date

**Shaun S. Pelletier, P.E., City Engineer & Director of Public Works**
Printed Name, Title

# LOCAL SIGNAL SYNCHRONIZATION PLAN

# SECTION ONE

# TRAFFIC SIGNAL SYNCHRONIZATION

# GOALS, POLICIES, AND OBJECTIVES

## GOALS

OCTA's Regional Traffic Signal Synchronization Program (Project P) is included as part of the approved Measure M2. Project P is a multi-agency, corridor-based approach that optimizes the performance of traffic signals based on existing traffic patterns. The goals of the program are to improve the flow of traffic on Orange County streets and roads by implementing multi-agency signal synchronization.

The City of Aliso Viejo is in concurrence with these goals, and will continue to work cooperatively with OCTA and adjoining agencies to synchronize signals throughout the City on a corridor basis. This cooperation serves to provide safe, efficient traffic circulation for our local needs as well as future demands, by continuing to improve travel times and reducing stops.

Over the past nineteen (19) years, the City of Aliso Viejo has demonstrated support of Project P's goals by being proactive in upgrading all our Econolite traffic signal controllers and connecting/completing various traffic signal interconnect projects. These projects have included hardwire interconnect, as well as phone-drop connectivity, to several corridor traffic signals that make up the City's existing Aries and Centracs traffic signal management systems. Currently, the City's systems allow communication to (48) city traffic signals.

The City of Aliso Viejo is also a part of a joint multi-agency 'central' system that includes the following five (5) local agencies:

1) **Aliso Viejo**
2) Laguna Hills
3) Laguna Niguel
4) Laguna Woods
5) Lake Forest

As traffic signal synchronization corridor projects are completed, the City of Aliso Viejo's traffic signals on the Econolite Aries system are being transitioned to the newer central Econolite Centracs system. This central traffic management system allows for street routes to be more easily coordinated across jurisdictional boundaries.

In these past three years, the City has participated in two TSSP projects – the Aliso Creek Road corridor, and the Los Alisos Boulevard corridor, which in addition to the timing improvements included upgrading the City's controllers.

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## POLICIES

The City of Aliso Viejo adopted an initial Local Signal Synchronization Plan (LSSP) in December 2010, and understands it must update it every three years to maintain M2 eligibility and ensure our transportation system continues to function effectively. The purpose of the LSSP is to implement and maintain coordination of traffic signals along corridors within our City and beyond its borders to regionally maintain safe and efficient flow of vehicular traffic. Project P also provides the opportunity to work with neighboring agencies in order to accomplish mutually-beneficial goals.

For these reasons, it is the City of Aliso Viejo's desire and policy to continue participating in and supporting Project P. The City maintains local control and responsibility of all traffic signals within our jurisdiction, and will continue to be responsible for any changes to our signals, equipment, and policies.

## OBJECTIVES

For many years, the City of Aliso Viejo has implemented and maintained corridor-based signal coordination timing via daily traffic signal operations consultant support services. Through these on-going support services, the City periodically evaluates and optimizes coordination signal timing in response to changing traffic volumes and patterns, which we believe alleviates the need for future road widening.

The City concurs that Project P is beneficial and needed in order to more effectively move people and goods locally and regionally through efficient signal timing. By participating in Project P, the City recognizes the benefits gained from local signal timing and synchronization, as well as from eligible traffic signal and interconnect equipment upgrades. Moreover, the City recognizes this program as a valuable, corridor-based measure for improving air quality by reducing green-house gas emissions. In participating in Project P as well as using the on-going signal operations support services, the City continues to address regional goals while serving constituents in a reasonable manner.

Accordingly, it is the City's objective to work with adjacent local agencies for possible Project P funding opportunities for re-timing of the traffic signals along all corridors that traverse our City.

# SECTION TWO

# TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES (EXISTING AND PLANNED)

# TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES

## EXISTING:

## Regional Network:

### Priority Corridor Network

1) **Pacific Park Drive, from Wood Canyon Drive to Mareblu Lane**
2) **Alicia Parkway, from Hollyoak to Pacific Park Drive**

### Signal Synchronization Network

3) **Aliso Creek Road, from Glenwood Drive to Wood Canyon Drive**
4) **El Toro Road, at Bells Viero/Club**
5) **Glenwood Drive/Pacific Park Drive, from Moulton Parkway to Wood Cyn Drive**
6) **La Paz Road, at SR-73 Freeway Off-Ramp/Aliso Viejo Plaza (*Caltrans*)**

## Local Network:

### Local Signal Synchronization Network

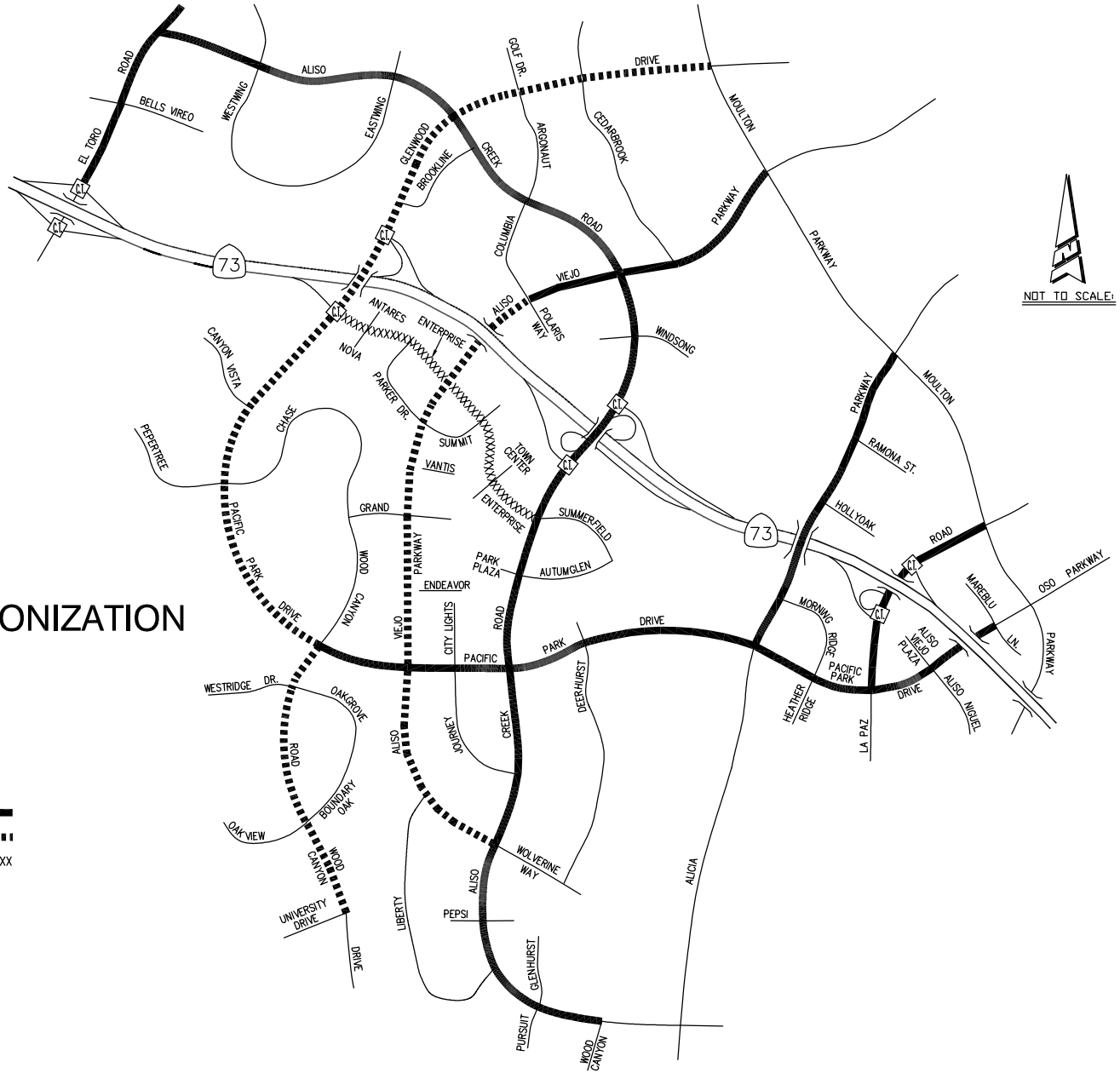
7) **Aliso Creek Road, from El Toro Road to Glenwood Drive**
8) **Aliso Viejo Parkway, from Moulton Parkway to Aliso Creek Road (S)**
9) **Wood Canyon Drive, from Pacific Park Drive to University Drive**

## PROPOSED:

### Local Signal Synchronization Network

10) **Enterprise, from Pacific Park Drive to Aliso Creek Road**

# LOCAL SIGNAL SYNCHRONIZATION PLAN 2023




EXISTING COORDINATED ROUTE =

PLANNED COORDINATED ROUTE =

PROPOSED COORDINATED ROUTE = XXXXXXXXXXXXX

LEGEND



CAD FILE: Aliso Viejo LSSP 2023

# SECTION THREE

# TRAFFIC CONTROL INVENTORY

# Traffic Control Inventory

## City of Aliso Viejo

| | | Cycle Length | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Corridor | Cross Street Intersection | AM | MID | PM | WKND | Maintenance Responsibility | Cabinet | Type | Software | Detection | Bike Detection | CCTV | Power Backup | Comm | Other ITS | ATMS | Status |
| **Glenwood Dr** | Cedarbrook | Free | Free | Free | Free | Aliso Viejo | P (TS1) | Cobalt | ASC/3 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Golf Dr / Argonaut | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Aliso Creek Rd | 120 | Free | 140 | Free | Aliso Viejo | P (TS1) | COBALT | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| | Brookline | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| **Pacific Park Dr** | Enterprise | Free | Free | Free | Free | Caltrans | 332 | 2070 | | Loops | No | N/A | BBS | | | | |
| | Canyon Vistas | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 2) | ASC/3 | ASC/3 | Loops | No | N/A | NO | Copper | | Aries | Online |
| | Chase / Peppertree | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Wood Canyon Dr | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 2) | COBALT | ASC/3 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Aliso Viejo Parkway | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 1) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Journey | 120 | 120 | 120 | 110 | Aliso Viejo | P (TS1) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Aliso Creek Rd | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Deerhurst / Music Lane | 120 | 120 | 120 | 110 | Aliso Viejo | P (TS1) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| | Alicia Parkway | 130 | 130 | 120 | 120 | Aliso Viejo | P (TS1) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Heather Ridge | 120 | 120 | 120 | Free | Aliso Viejo | P (TS1) | ASC/3 | ASC/3 | Loops | No | N/A | NO | Copper | | Centracs | Online |
| | La Paz Road | 120 | 120 | 120 | Free | Aliso Viejo | P (TS2 Type 2) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| | Aliso Niguel | 120 | 120 | 120 | Free | Aliso Viejo | P (TS1) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| | Mareblu | 120 | 120 | 120 | Free | Aliso Viejo | P (TS1) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| **Aliso Creek Rd** | Westwing | 120 | Free | 140 | Free | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Eastwing | 120 | Free | 140 | Free | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Columbia | 120 | Free | 140 | Free | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Aliso Viejo Parkway (N) | 140 | 130 | 140 | 130 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Windsong | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | SR 73 On/Off Ramps | n/a | n/a | n/a | n/a | Caltrans | 332 | 2070 | | Loops | No | N/A | BBS | Fiber | | | |
| | Enterprise / Summerfield | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Autumnglen | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Journey | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Aliso Viejo Parkway (S) | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Loma Cante | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Liberty | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Glenhurst/ Pursuit | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| | Wood Canyon Dr | 130 | 100 | 130 | 110 | Aliso Viejo | P (TS1) | COBALT | EOS | Loops | No | N/A | BBS | Fiber | | Centracs | Online |

# Traffic Control Inventory

## City of Aliso Viejo

| | | Cycle Length | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Corridor | Cross Street Intersection | AM | MID | PM | WKND | Maintenance Responsibility | Cabinet | Type | Software | Detection | Bike Detection | CCTV | Power Backup | Comm | Other ITS | ATMS | Status |
| **Aliso Viejo Parkway** | Cedarbrook | 70 | 65 | 70 | 65 | Aliso Viejo | P (TS1) | COBALT | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| | Columbia / Polaris Way | 70 | 65 | 70 | Free | Aliso Viejo | P (TS2 Type 1) | COBALT | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| | Enterprise | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Parker Place | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Vantis | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Grand | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 2) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Endeavor | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Liberty | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| **Alicia Parkway** | Hollyoak | 130 | 120 | 130 | 120 | Aliso Viejo | P (TS1) | Cobalt | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| | Morning Ridge | 130 | 120 | 130 | 120 | Aliso Viejo | P (TS1) | Cobalt | ASC/3 | Loops | No | N/A | BBS | Fiber | | Centracs | Online |
| **El Toro Road** | Bells Vireo / Club | 120 | Free | 140 | Free | Aliso Viejo | P (TS1) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |
| **Enterprise** | Nova | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Parker Place | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Summit | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | Town Center | Free | Free | Free | Free | Aliso Viejo | P (TS1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| **Wood Canyon Dr** | Oakgrove | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 1) | ASC/2S | ASC/2 | Loops | No | N/A | NO | Copper | | Aries | Online |
| | Boundary Oak | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 1) | ASC/3 | ASC/3 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| | University | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 1) | ASC/2S | ASC/2 | Loops | No | N/A | BBS | Copper | | Aries | Online |
| **La Paz Road** | SR-73 Off-ramp / Aliso Viejo Plaza | Free | Free | Free | Free | Caltrans | 332 | 2070 | | Loops | No | N/A | BBS | | | | |
| **Liberty** | Freedom Lane | Free | Free | Free | Free | Aliso Viejo | P (TS2 Type 1) | Cobalt | ASC/3 | Loops | No | N/A | BBS | Copper | | Centracs | Online |

# SECTION FOUR

# TRAFFIC SIGNAL SYNCHRONIZATION SYSTEM AND THREE YEAR PLAN

# 3-YEAR OUTLOOK
# TRAFFIC SIGNAL SYNCHRONIZATION

## Funding Needs for Synchronized Operation (*Constrained*)

**Reporting Jurisdiction Expenditures: City of Aliso Viejo**

**Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars**

**MAINTENANCE**

| PROJECT | FY23/24 | FY24/25 | FY25/26 | TOTAL |
|---|---|---|---|---|
| Traffic Signal Infrastructure Maintenance | $30,000 | $30,000 | $30,000 | $90,000.00 |
| Communication Infrastructure Maintenance | $20,000 | $20,000 | $20,000 | $60,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Subtotal Maintenance** | **$50,000** | **$50,000** | **$50,000** | **$150,000.00** |

**CONSTRUCTION**

| PROJECT | FY23/24 | FY24/25 | FY25/26 | TOTAL |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Subtotal Construction** | **$0** | **$0** | **$0** | **$0** |

**OPERATIONS**

| PROJECT | FY23/24 | FY24/25 | FY25/26 | TOTAL |
|---|---|---|---|---|
| Citywide Signal Timing/Operations Monitoring | $25,000 | $25,000 | $25,000 | $75,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Subtotal Operations** | **$25,000** | **$25,000** | **$25,000** | **$75,000.00** |
| | **$75,000** | **$75,000** | **$75,000** | **$225,000.00** |

ALISO VIEJO
Live Life Inspired

# 3-YEAR OUTLOOK
# TRAFFIC SIGNAL SYNCHRONIZATION

## Funding Needs for Synchronized Operation (*Unconstrained*)

**Reporting Jurisdiction Expenditures: City of Aliso Viejo**

**Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars**

**MAINTENANCE**

| PROJECT | FY23/24 | FY24/25 | FY25/26 | TOTAL |
|---|---|---|---|---|
| Traffic Signal Infrastructure Maintenance | $30,000 | $30,000 | $30,000 | $90,000.00 |
| Communication Infrastructure Maintenance | $20,000 | $20,000 | $20,000 | $60,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Subtotal Maintenance** | **$50,000** | **$50,000** | **$50,000** | **$150,000.00** |

**CONSTRUCTION**

| PROJECT | FY23/24 | FY24/25 | FY25/26 | TOTAL |
|---|---|---|---|---|
| Citywide Signal Synchronization | $150,000 | $150,000 | $80,000 | $380,000.00 |
| (*please see table on next page for details*) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Subtotal Construction** | **$150,000** | **$150,000** | **$80,000** | **$380,000.00** |

**OPERATIONS**

| PROJECT | FY23/24 | FY24/25 | FY25/26 | TOTAL |
|---|---|---|---|---|
| Citywide Signal Timing/Operations Monitoring | $40,000 | $40,000 | $40,000 | $120,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Subtotal Operations** | **$40,000** | **$40,000** | **$40,000** | **$120,000.00** |
| | **$240,000** | **$240,000** | **$170,000** | **$650,000.00** |

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# LSSP IMPLEMENTATION – CANDIDATE SIGNAL SYNCHRONIZATION PROJECTS WITH ESTIMATED COSTS TO COMPLETE PLANNED NETWORK

**Reporting Jurisdiction Expenditures: City of Aliso Viejo**

Following are corridor improvements, with summary descriptions and costs, which are considered uncoordinated candidate corridor projects, and TMC upgrades (as appropriate) that the City of Aliso Viejo desires to pursue upon available funding:

| CORRIDOR | IMPROVEMENT SUMMARY | ESTIMATED COST |
|---|---|---|
| Aliso Viejo Parkway | - from Moulton Pkwy to Aliso Creek Rd - Upgrade to ATC controllers. Upgrade communication to Ethernet. Integrate into City of Laguna Hills' Central Management System. | $120,000 |
| Enterprise | - from Pacific Park Dr to Aliso Creek Rd - Upgrade to ATC controllers. Upgrade communication to Ethernet. Integrate into City of Laguna Hills' Central Management System. | $100,000 |
| Pacific Park Drive / Glenwood Drive | - from Moulton Pkwy to Wood Canyon Dr - Upgrade to ATC controllers. Upgrade communication to Ethernet. Integrate into City of Laguna Hills' Central Management System. | $100,000 |
| Wood Canyon Drive | - from Pacific Park Dr to University Rd - Upgrade to ATC controllers. Upgrade communication to Ethernet. Integrate into City of Laguna Hills' Central Management System. | $60,000 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **Total Estimated Cost:** | **$380,000.00** |

ALISO VIEJO
Live Life Inspired

# SECTION FIVE

## TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT REVIEW AND REVISE, AS NECESSARY, THE TIMING OF TRAFFIC SIGNALS

**Significant timing plan updates and projects completed FY 2020/2021 through 2022/2023**

**(Periodic refinements performed as part of routine monthly reviews are not included)**

**2021 OCTA COPR Results**

The resulting corridor performance was obtained from the 2021 Corridor Operational Performance Report (COPR) that was prepared under the direction of the Orange County Transportation Authority (OCTA). The results are expressed in terms of the Corridor Synchronization Performance Index (CSPI), which combines measures of the travel speed, the ratio of green lights to red lights, and stops per mile. The best performance level is Tier 1 (CSPI of >80), which is considered to be very good travel progression. The various performance tiers are then defined in increments of 10 as follows:

- Tier I — More than 80: — Very good progression
- Tier II — 70.01 – 80: — Good progression
- Tier III — 60.01 – 70: — Fair progression
- Tier IV — 50 – 60: — Limited progression
- Tier V — Less than 50: — Very limited progression

As shown below and on the attached Corridor Synchronization Performance Index (CSPI) exhibit provided by OCTA, the CSPI scores for the following corridors that cross the City of Aliso Viejo are as follows:

- Alicia Parkway — Tier I (More than 80)
- Aliso Creek Road — Tier III (60.01 to 70)
- Aliso Viejo Parkway — No Data
- El Toro Road — Tier III (60.01 to 70)
- Glenwood Drive / Pacific Park Drive — Tier III (60.01 to 70)
- La Paz Road — Tier III (60.01 to 70)

**Specific Corridor Project Assessment**

As mentioned, the City of Aliso Viejo recently participated in the following corridor projects, administered by OCTA in cooperation with our neighboring cities:

1) Aliso Creek Road TSSP

2) Los Alisos Boulevard TSSP (*Aliso Viejo Parkway*)

These corridor projects are primarily complete, with all implementation (Phase 1) in the field done, and on-going monitoring and maintenance (Phase 2) continuing at this time. The specific CSPI final report results are shown below:

| **Aliso Creek Road TSSP:** | Before | After |
|---|---|---|
| • CSPI score for this corridor (average for PM) | 57.5 | 87.4 |

| **Los Alisos Boulevard TSSP (*Aliso Viejo Parkway*):** | Before | After |
|---|---|---|
| • CSPI score for this corridor (average for PM) | 76.9 | 82.5 |

The implemented synchronized corridors now more effectively move vehicles between and among the City of Aliso Viejo and its adjacent jurisdictions with minimal stops and delays (and improved CSPI results).

Not only did the corridors benefit through overall synchronization, they were also improved with traffic signal and interconnect equipment upgrades allowing for signal timing efficiencies and optimization of operations.

**Priorities, Approach, and System Plan**

It is important to note that for several years the City has implemented and maintained corridor-based signal coordination timing through daily traffic signal operations consultant support services. These on-going services include the Aries traffic signal management system collecting data on a daily basis, as well as the daily review/monitoring of the collected data via Aries, especially looking at detector and communication events. These events are immediately forwarded to the City's traffic signal maintenance company for trouble-shooting and repair.

The City strives to move traffic regionally in a safe manner along our corridors, reducing commuter travel times and stops, while minimizing side-street delays that serve our constituents.

These support services include daily review of all coordination timing with every city arterial driven bi-monthly. Through these support services, the City assures that the signal timing is maintained on a daily basis, and is periodically evaluated and fine-tuned in response to changing traffic volumes and patterns. The review of other consultants' signal synchronization timing is also included when applicable.

The City's traffic signal system plan includes upgrades to intersections that are currently being run by older controllers, which are over fifteen (15) years old and no longer manufactured, to the latest Advanced Transportation Controller (ATC) type controllers. The City desires to continue participating in future Project P corridor projects.

B.

# TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT, REVIEW, AND REVISION

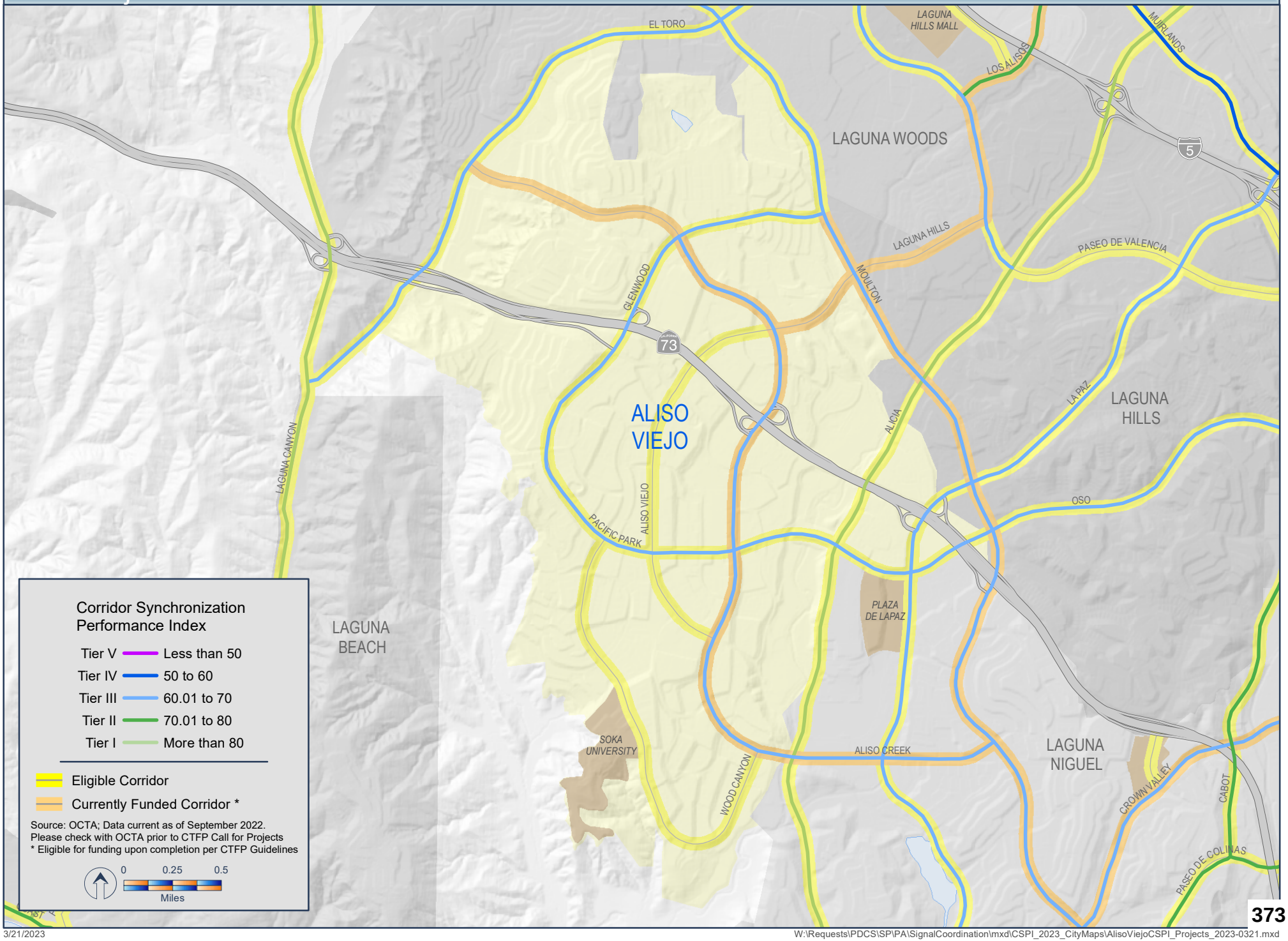
| LOCAL AGENCY CORRIDOR | TIMING REVIEWED (Past 3 Years) | DID TIMING REQUIRE AN UPDATE? | TIMING UPDATE RESULTS (if available) | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Speed Travel | | Stops per mile | | Greens per red | | CSPI Score* | |
| | | | Before | After | Before | After | Before | After | Before | After |
| **Aliso Creek Road TSSP** | **Yes** | **Yes** | **24.0 (PM)** | **29.9 (PM)** | **1.6 (PM)** | **0.95 (PM)** | **1.6 (PM)** | **3.4 (PM)** | **57.5 (PM)** | **87.4 (PM)** |
| **Los Alisos Boulevard TSSP (*Aliso Viejo Parkway*)** | **Yes** | **Yes** | **29.5 (PM)** | **30.8 (PM)** | **0.95 (PM)** | **0.9 (PM)** | **2.15 (PM)** | **2.55 (PM)** | **76.9 (PM)** | **82.5 (PM)** |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

B.

## SIGNAL TIMING REVISIONS

| PROJECT CORRIDOR | CROSS STREET | CYCLE LENGTH (Before/After) |
|---|---|---|
| Alicia Parkway | | Timing was reviewed.<br>No significant changes warranted. |
| Aliso Creek Road | | Timing revisions reported in previous assessment table. |
| Aliso Viejo Parkway<br>(*Los Alisos Boulevard*) | | Timing revisions reported in previous assessment table. |
| El Toro Road | | Timing was reviewed.<br>No significant changes warranted. |
| La Paz Road | | Timing was reviewed.<br>No significant changes warranted. |
| Pacific Park Dr / Oso Parkway | | Timing was reviewed.<br>No significant changes warranted. |

# 2023 Corridor Operational Performance
## Aliso Viejo






3/21/2023

W:\Requests\PDCS\SP\PA\SignalCoordination\mxd\CSPI_2023_CityMaps\AlisoViejoCSPI_Projects_2023-0321.mxd

# ATTACHMENT A

## ALISO CREEK ROAD
## TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

## CORRIDOR SYNCHRONIZATION PERFORMANCE INDEX (CSPI) RESULTS

**Table 14:** CSPI Summary "Before" and "After" Conditions

| Peak Period | Direction | Average Speed | | Greens Per Red | | Stops Per Mile | | CSPI | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Before (mph) | After (mph) | Before | After | Before | After | Before | | After | | Percentage Change |
| | | | | | | | | Score | Tier | Score | Tier | |
| AM Peak | SB | 26.8 | 31.0 | 1.9 | 2.9 | 1.5 | 1.1 | 66.1 | Tier III | 84.0 | Tier I | 27.1% |
| | NB | 28.4 | 34.0 | 2.2 | 4.7 | 1.4 | 0.7 | 69.9 | Tier III | 102.8 | Tier I | 47.1% |
| Midday Peak | SB | 26.1 | 29.0 | 2.6 | 2.2 | 1.1 | 1.3 | 71.9 | Tier II | 72.7 | Tier II | 1.1% |
| | NB | 29.3 | 27.6 | 2.5 | 2.6 | 0.7 | 1.2 | 75.7 | Tier II | 74.9 | Tier II | -1.1% |
| PM Peak | SB | 24.5 | 31.2 | 1.5 | 4.0 | 1.7 | 0.8 | 56.5 | Tier IV | 95.0 | Tier I | 68.1% |
| | NB | 23.5 | 28.6 | 1.7 | 2.8 | 1.5 | 1.1 | 58.5 | Tier IV | 79.8 | Tier II | 36.4% |
| Weekend Peak | SB | 26.4 | 29.9 | 2.8 | 2.7 | 1.2 | 1.1 | 74.9 | Tier II | 80.2 | Tier I | 7.1% |
| | NB | 25.0 | 29.9 | 2.3 | 2.5 | 1.3 | 1.2 | 68.0 | Tier III | 77.1 | Tier II | 13.4% |

As shown in **Table 14**, the CSPI score improved for all peak periods and directions of travel after implementation of new signal timing plans, except for the northbound direction during the midday peak period. All "After" Condition CSPI scores are above 70, which indicates good progression. The CSPI score during the AM and PM peaks improved dramatically. During the AM period, the CSPI scores for both directions went from fair progression to very good progression with percent changes of 27.1% in the southbound direction and 47.1% in the northbound direction. Both directions during the PM peak period operated under limited progression during the "Before" Conditions and changed to good progression in the northbound direction and very good progression in the southbound direction. The percent change was 36.4% and 68.1%, respectively.

# ATTACHMENT B

## LOS ALISOS BOULEVARD
## TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

## CORRIDOR SYNCHRONIZATION PERFORMANCE INDEX (CSPI) RESULTS

## 5.4 CSPI Comparison

OCTA developed the Corridor Synchronization Performance Index (CSPI) to compare and prioritize corridors having different characteristics for signal synchronization. The index is obtained from data recorded during 'floating car' runs. A corridor is scored based on recorded travel parameters including average speed, number of greens made vs. number of reds stopped, and stops per mile. The sum of the scores from each of the categories gives the total of the index. A 70 is considered the baseline for good operational performance. CSPI value ranging between 50 to 69 indicates a problem generally fixable with low-cost solutions or signal timing modification. A CSPI below 50 however, indicates a poor corridor performance thereby necessitating larger scale investigation into corridor operations. **Table 5.3** provides the CSPI for 'Before' and 'After' conditions for AM, Midday, PM and Weekend Peak periods.

**Table 5.3 - Before - After Study CSPI Comparison for Peak Periods**

| Study Period | | Average Speed (mph) | | Greens/Red | | Stops/Mile | | CSPI Score | | CSPI Tier | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | EB | WB | EB | WB | EB | WB | EB | WB | EB | WB |
| AM | Before | 32.5 | 33.8 | 2.6 | 3.0 | 0.8 | 0.8 | **86.4** | **91.9** | I | I |
| | After | 35.2 | 35.2 | 4.9 | 3.9 | 0.6 | 0.6 | **108.4** | **100.2** | I | I |
| | Improvement | 8% | 4% | 88% | 30% | 25% | 25% | | | | |
| MD | Before | 33.2 | 33.4 | 2.3 | 2.5 | 0.9 | 0.9 | **83.6** | **85.4** | I | I |
| | After | 32.3 | 33.6 | 3.7 | 3.5 | 0.7 | 0.7 | **96.1** | **96.4** | I | I |
| | Improvement | -3% | 1% | 61% | 40% | 22% | 22% | | | | |
| PM | Before | 29.5 | 29.4 | 2.1 | 2.2 | 1.0 | 0.9 | **76.1** | **77.6** | II | II |
| | After | 30.3 | 31.3 | 2.5 | 2.6 | 0.9 | 0.9 | **81.1** | **83.9** | I | I |
| | Improvement | 3% | 6% | 19% | 18% | 10% | 0% | | | | |
| WKND | Before | 36.1 | 32.4 | 3.5 | 2.0 | 0.7 | 1.0 | **96.8** | **79.2** | I | II |
| | After | 34.9 | 33.5 | 4.5 | 2.7 | 0.6 | 0.8 | **105.1** | **88.8** | I | I |
| | Improvement | -3% | 3% | 29% | 35% | 14% | 20% | | | | |

From **Table 5.3**, it is evident that the CSPI score improved for both directions during all peak periods after implementation of the new timing plans at the intersections along Los Alisos Boulevard Route. All scenarios resulted in CSPI Tier I.

## 5.5 Fuel Consumption and Emissions

Additional MOEs analyzed were fuel consumption and emission production. These parameters were calculated using three different methodologies via add-on modules to Tru-Traffic software.

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: FISCAL YEAR 2023-24 PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING (SB 1)

---

**Recommended Action:**

Adopt a Resolution adopting a list of projects for fiscal year 2023-24 funded by SB 1: The Road Repair and Accountability Act of 2017.

**Fiscal Impact:**

SB 1 Road Maintenance and Rehabilitation Account (RMRA) funds are projected to be about $1,281,695 in FY 2023-24.

**Background:**

This Road Maintenance and Rehabilitation Account (RMRA) funding began being received in January 2018 with projected funds collected of around $5 million through the remainder of this year and about $1,200,000 next fiscal year.

Current year funds are being applied towards the Slurry Seal project, Aliso Creek Road (Aliso Viejo Parkway to City Limit – Construction), Enterprise (Aliso Creek Road to Aliso Viejo Parkway) and Aliso Creek Road (Enterprise to SR-73 – Design).

**Discussion:**

Use of RMRA funds requires additional reporting through the California Transportation Commission (CTC). Each year the Council approved projects proposed to utilize the funds must be submitted to the CTC for approval. Expenditure reports are subsequently due at the end of each year to account for the funds. The required resolution adopting the project list to be sent to CTC is attached for Council approval.

Projects utilizing SB 1 funds in FY 2023-24 may include the following:

- Glenwood Drive (SR-73 to Aliso Creek) Rehabilitation (Design)
- Aliso Creek Road (Enterprise to SR-73) Rehabilitation (Construction)
- Enterprise (Aliso Creek to Aliso Viejo Parkway) Rehabilitation (Construction)

Staff respectfully recommends approval of the attached resolution.

**Environmental:**

Each proposed project will include required environmental actions prior to commencing construction.

**Attachment:**

1. Resolution

**RESOLUTION NO. 2023-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS,** Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS,** SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Aliso Viejo are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City of Aliso Viejo must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City of Aliso Viejo, will receive an estimated $1,281,695 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

**WHEREAS**, this is the seventh year in which the City of Aliso Viejo is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS,** the City of Aliso Viejo used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects; and

**WHEREAS,** the funding from SB 1 will help the City of Aliso Viejo maintain and rehabilitate arterial, collector and/or local streets throughout the City this year as well as into the future; and

**WHEREAS,** the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Aliso Viejo's streets are in a Good condition and this revenue will help us increase the overall quality of our road system and over the next decade will maintain our streets and roads in a Good condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete

streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, BE IT RESOLVED by the City of Aliso Viejo** as follows:

1. The foregoing recitals are true and correct.

2. The fiscal year 2023-24 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

   **1. Aliso Creek Road Rehabilitation – Enterprise to SR-73 (Construction)**

   Description: Prepare construction documents for street patching, asphalt overlay, utility structure adjustments, sidewalk improvements, pavement markings
   Pre-Construction Schedule:
   Start 07/22 – Completion 06/23
   Estimated Construction Schedule:
   Start 07/23 – Completion 12/23
   Estimated Useful Life: 10-20 years

   **2. Enterprise Rehabilitation – Aliso Creek Road to Aliso Viejo Parkway (Construction)**

   Description: Prepare construction documents for street patching, asphalt overlay, utility structure adjustments, sidewalk improvements, pavement markings
   Pre-Construction Schedule:
   Start 07/22 – Completion 06/23
   Estimated Construction Schedule:
   Start 07/23 – Completion 12/23
   Estimated Useful Life: 10-20 years

   **3. Glenwood Drive Rehabilitation – SR-73 to Aliso Creek Road (Pre-Construction)**

   Description: Street patching, asphalt milling, asphalt overlay, utility structure adjustments, sidewalk improvements, pavement markings
   Estimated Pre-Construction Schedule:
   Start 07/23 – Completion 06/24
   Estimated Construction Schedule:
   Start 07/24 – Completion 12/25
   Estimated Useful Life: 10-20 years

**PASSED, APPROVED AND ADOPTED** this 7th day of June, 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

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

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 6, 2023

TO: Mayor and City Council

FROM: David A. Doyle, City Manager
Scott C. Smith, City Attorney

SUBJECT: DIRECT CITY COUNCIL HEALTH BENEFIT ALLOWANCE TO DEFERRED COMPENSATION ACCOUNT

---

**Recommended Action:**

Adopt a Resolution directing current and future monthly health benefit allowances for Council Members to deferred compensation accounts rather than making the allowance available for the purchase of health, dental, and vision insurance, as well as retirement survivors' benefit, as applicable.

**Fiscal Impact:**

There is no fiscal impact associated with the recommended action.

**Discussion:**

Since incorporation, the City has provided a cafeteria plan to provide health, dental, and vision insurance as well as retirement survivors' benefits for Council Members, employees, and dependents. The current amount afforded to full-time employees and City Council Members is $2242 a month.

The City recently reviewed its benefits program and concluded that Council Members do not have the discretion to elect whether the benefit amount will go to health benefits or deferred compensation. The proposed resolution memorializes that Council Member health benefit allowances will go to their deferred compensation account.

**Attachment:**

1. Resolution

**RESOLUTION NO. 2023-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, DIRECTING THE USE OF CITY COUNCIL MEMBERS' HEALTH BENEFIT ALLOWANCES**

**WHEREAS,** the City of Aliso Viejo currently provides benefits to Councilmembers and employees including a cafeteria plan that may be used for health, dental, vision, retirement survivor benefit and other optional benefits; and

**WHEREAS,** the City Council desires that Council Member health benefit allowances be directed to their respective deferred compensation accounts.

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

**Section 1.** Effective July 1, 2023, City Council Members shall continue to receive monthly health benefit allowances in an amount equal to the monthly health benefit allowances provided to full-time City employees. The monthly health benefit allowance covers health, dental, and vision insurance, as well as retirement survivors benefit, as Council Members may be eligible. The City shall deposit that amount into each Council Member's deferred compensation account in accordance with all applicable IRS regulations and applicable laws.

**Section 2.** The City Clerk shall certify as to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Resolution No. 2023-___ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 7th day of June 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: So Kim, Director of Community Development

SUBJECT: CONDITIONAL USE PERMIT TO OPERATE A CHURCH AT 115 COLUMBIA.

---

**Recommended Actions:**

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

2. Adopt a Resolution (Attachment 1), approving the Conditional Use Permit (USE-2023-00013) to operate a church (International Grace Ministry) at 115 Columbia.

**Fiscal Impact:**

No impact.

**Background:**

On April 25, 2023, Mike Sung representing International Grace Ministry ("Applicant") submitted a Conditional Use Permit application to operate a church within an existing building at 115 Columbia. On May 16, 2023, the application was deemed complete.

**Discussion:**

The subject site, 115 Columbia, has a zoning designation of Business Park 2 ("BP-2"). This zoning designation allows churches, temples, and other places of worship with an approval of a Conditional Use Permit ("CUP"). Pursuant to Municipal Code Section 15.74.040 Conditional and Administrative Use Permits, the following findings (in **bold** text) shall be made by the decision-making authority prior to the approval of a CUP.

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

   The subject site has a General Plan land use designation of Business Park ("BP"), which allows a range of light industrial uses and supporting offices and services.

The Zoning Code further specifies that other uses, including but not limited to, automotive, dining, entertainment, lodging, places of worship, etc. are also allowed with an approval of a CUP. There is no specific plan applicable for the site. Therefore, the proposed church will be consistent with the general plan and this finding can be made.

2. **Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.**

   As discussed in the introductory paragraph above, the BP-2 zoning designation allows church uses with an approval of a CUP. The applicant proposes to remodel the interior of the existing two-story building with no exterior changes, except for the installation of signs. The proposed work will require compliance with the building code and therefore, will be consistent with the City's regulations. Therefore, the proposed church will be consistent with Zoning Code and this finding can be made.

3. **Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.**

   Section 21084 of the Public Resources Code requires that the CEQA guidelines include a list of classes of project which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. CEQA Section 15301 Existing Facilities, Class 1, consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures… involving negligible or no expansion of existing or former use. The proposed request is to operate a church within an existing building involving minor interior operations with no expansion of the former use. Therefore, the proposed church will be exempt from CEQA and this finding can be made.

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

   The existing building was formerly used as office spaces for the Orange County Social Services Agency. The operating hours of the former use were standard hours on weekdays, similar to other office uses in the immediate area. The proposed church will primarily operate on the weekends with limited evening hours on certain weekdays as shown below. As the proposed operation hours will be outside of standard office hours, there will be no adverse impacts to the adjacent businesses.

| | | |
|---|---|---|
| Wed & Thur | 8:00pm-10:00pm | Bible Studies |
| Fri | 7:00pm-10:00pm | Youth Activities |
| Sat | 10:00am-7:00pm | Youth Activities |
| Sun | 10:00am & 1:00pm | Services |

As for the adjacent Compass Bible Church, while there may be some overlap in operation hours, Staff does not anticipate adverse impacts from the proposed church as both properties have sufficient parking to accommodate its members.

City's parking requirement for a church is one space per every 35 square feet of seating area of the main auditorium. Additional ancillary facilities or spaces on the same site requires 50% of the main auditorium requirement. The proposed seating area of the main sanctuary is 2,365 square feet. Applying one space per every 35 square feet, 68 parking spaces are required for the main sanctuary. An additional 34 (50% of the main auditorium) parking spaces are required as there are proposed ancillary spaces, such as offices, meeting rooms, dining hall, and classrooms. In summary, a total of 102 parking spaces are required and the existing site with 153 parking spaces is sufficient for the proposed church.

Based on the discussion above, approval of the proposed church will not create adverse impacts in terms of public health, safety, or general welfare and this finding can be made.

**Public Notice:**

On May 25, 2023, a public notice of the public hearing was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site. No public comments were received in response.

**Attachments:**

1. Draft Resolution

2. Proposed Plans

3. Presentation

**RESOLUTION NO. 2023-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT TO OPERATE A CHURCH (INTERNATIONAL GRACE MINISTRY) AT 115 COLUMBIA (USE-2023-00013)**

**WHEREAS,** on April 25, 2023, Mike Sung representing International Grace Ministry ("Applicant") submitted a Conditional Use Permit application to operate a church within an existing building at 115 Columbia; and

**WHEREAS,** on May 16, 2023, the application was deemed complete; and

**WHEREAS,** on May 25, 2023, a public notice of the public hearing was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site. No public comments were received in response; and

**WHEREAS,** on June 7, 2023, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation; and

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

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

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

Section 2: **Approval of Project and Findings for Conditional Use Permit.** In accordance with AVMC 15.74.040(C), the City Council hereby makes the following findings of fact and approves a Conditional Use Permit (USE-2023-00013) to operate a church, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which are exhibits are both attached hereto and incorporated herein by reference.

1. Consistency with General Plan. The land use is consistent with the general plan and any applicable specific plan. The subject site has a General Plan land use designation of Business Park ("BP"), which allows a range of light industrial uses and supporting offices and services. The Zoning Code further specifies that other uses, including but not limited to, automotive, dining, entertainment, lodging, places of worship, etc. are also allowed with an approval of a CUP. There is no specific plan applicable for the site.

2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan. The BP-2 zoning designation allows church uses with an approval of a CUP. The proposed project involves interior remodel of the existing two-story building with no exterior changes, except for the installation of signs. The proposed work will require compliance with the building code and therefore, will be consistent with the City's regulations.

3. Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act. Section 21084 of the Public Resources Code requires that the CEQA guidelines include a list of classes of project which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. CEQA Section 15301 Existing Facilities, Class 1, consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures… involving negligible or no expansion of existing or former use. The proposed request is to operate a church within an existing building involving minor interior operations with no expansion of the former use.

4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity. The proposed church will primarily operate on the weekends with limited evening hours on certain weekdays as shown below. As the proposed operation hours will be outside of standard office hours, there will be no adverse impacts to the adjacent businesses. As for the adjacent Compass Bible Church, while there may be some overlap in operation hours, there is sufficient parking on both properties to accommodate its members. City's parking requirement for a church is one space per every 35 square feet of seating area of the main auditorium. Additional ancillary facilities or spaces on the same site requires 50% of the main auditorium requirement. The proposed seating area of the main sanctuary is 2,365 square feet. Applying one space per every 35 square feet, 68 parking spaces are required for the main sanctuary. An additional 34 (50% of the main auditorium) parking spaces are required as there are proposed ancillary spaces, such as offices, meeting rooms, dining hall, and classrooms. In summary, a total of 102 parking spaces are required and the existing site with 153 parking spaces is sufficient for the proposed church.

Section 3: **Filing of Notice of Exemption.** The City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project. Additionally, the Notice of Exemption for this project will be posted on the City of Aliso Viejo website, filed in the State Clearinghouse CEQA website, and provide the notice to parties requesting NOE notification.

Section 4: **Location of Documents.** The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

**PASSED, APPROVED AND ADOPTED** this 7th day of June, 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 7th day of June, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

**EXHIBIT "A"**
**CONDITIONAL USE PERMIT (USE-2023-00013)**
**CONDITIONS OF APPROVAL**

1) Project Description. This approval is for International Grace Ministry to operate a church at 115 Columbia.

2) Noise Standards. All facilities and associated equipment shall comply with the applicable provisions of the City's noise regulations as set out in AVMC Title 8.

3) Period of Validity. Approval of this permit would be valid for a period of two years from the effective date of approval of this permit. If building or other ministerial permits for the project are not issued within such period of time, the approval shall expire and shall therefore be null and void unless an extension is requested by the applicant prior to the expiration date and subsequently approved by the Director of Community Development.

4) Compliance with Permit. The establishment and operation of any land use authorized under a use permit and any development associated with the permit shall be in compliance with the approved permit and any plans, specifications and conditions of approval shown on and/or attached to the permit.

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

6) Modifications. Modifications to the approved use shall be processed pursuant to AVMC Section 15.74.110.

7) Business Hours. Hours of operation are limited to the following:

| | |
|---|---|
| Wed & Thur | 8:00pm-10:00pm |
| Fri | 7:00pm-10:00pm |
| Sat | 10:00am-7:00pm |
| Sun | 10:00am & 1:00pm |

8) Sign Permits. Sign permits shall be processed in accordance with the provisions in AVMC Chapter 15.34.

9) Indemnification. The Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings

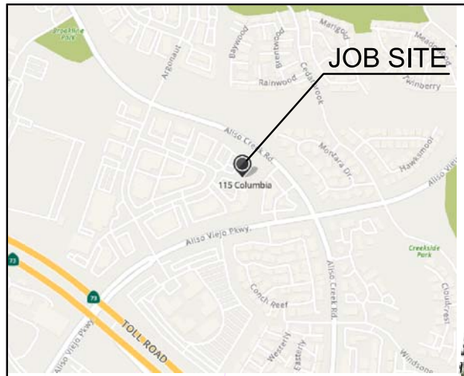
(whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, Planning and Zoning Law, Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed the City shall have the right to approve, which approval will not be unreasonably withheld, legal counsel providing the City's defense, and that Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The City shall promptly notify the Applicant of any action brought, and City shall cooperate with the Applicant in defense of the action.

10) Payment of Fees. The Applicant and Applicant's successors in interest shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with these conditions.

11) Permit in Effect. This approval shall not be effective for any purpose whatsoever until the Applicant signs the statement at the bottom of this letter to the effect the Applicant has read, understands, and agrees to these conditions of approval.

12) Revocation. This approval may be revoked by the Community Development Director if one or more of the conditions herein have been violated; the findings which were the basis for the original permit approval can no longer be made; the use has created a public nuisance; or other grounds as set in the AVMC.

**EXHIBIT “B”**
**CONDITIONAL USE PERMIT (USE-2023-00013)**
**PROJECT PLANS**




VICINITY MAP

ADJACENT 2-STORY OFFICE BUILDING

ALISO CREEK ROAD

402.01'

297.56'

97'-3"

106.29'

136.58'

GENERAL PLAN DESIGNATION : BUSINESS PARK
ZONING : BP-2 (BUSINESS PARK 2)
APN : 623-143-15
EXISTING USAGE : OFFICE
PROPOSED USAGE : CHURCH

PARKING CALCULATION

SEATING AREA : 875 + 711 + 732 = 2,318 SF
2,318 SF / 35 = 66 PARKING STALL
PLUS 50% OF 33 = 99

REQUIRED NUMBER OF PARKING : 99 STALLS
(E)PROVIDED NUMBER OF PARKING : 148 STALLS

**115 COLUMBIA**
**ALISO VIEJO CA 92656**

115 COLUMBIA
35,466 SF

COLUMBIA

N

1 T-1.0 (E) SITE PLAN
SCALE:1/32"=1'-0"

397

INEX DESIGN STUDIO
ARCHITECTURE / INTERIOR
915 MATEO ST. #304
LOS ANGELES, CA 90021
TEL: 213-612-4563 / FAX: 213-612-4473

THE ABOVE DRAWING, SPECIFICATION, IDEAS, DESIGNS AND ARRANGEMENTS ARE AND REMAIN THE PROPERTY OF THE ARCHITECT. NO PART THERE OF SHALL BE REPRODUCED, COPIED OR DISCLOSED, EXHIBITED OR PUBLISHED, TRANSFERRED TO ANOTHER ARCHITECT, PROJECT OR ANY OTHER PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF AND WITHOUT APPROPRIATE COMPENSATION TO THE ARCHITECT. VERBAL DISCLOSURE OF THE DRAWING, IDEAS OR SPECIFICATION SHALL CONSTITUTE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

PROJECT TITLE

INTERNATIONAL GRACE MINISTRIES

PROJECT ADDRESS

115 COLUMBIA
ALISO VIEJO CA 92656

CLIENT:

REVISIONS

DRAWN BY:

CHECKED BY:

SCALE: AS SHOWN

DATE: 04-24-2023

SHEET TITLE:

**(E)SITE PLAN**

SHEET NO.

T-1.0

REQUIRED NUMBER OF PARKING: 99 STALLS
(E)PROVIDED : 148 STALLS

SEATING AREA : 875 + 711 + 732 = 2,318 SF

2,318 SF / 35 = 66 PARKING STALL
PLUS 50% OF 33 = 99

1 | A-1.0 (N) PROPOSED 1ST FLOOR PLAN
SCALE:1/8"=1'-0"

N

1ST FLOOR AREA :17,223 SF


398
INEX DESIGN STUDIO
ARCHITECTURE / INTERIOR
915 MATEO ST. #304
LOS ANGELES, CA 90021
TEL: 213-612-4563 / FAX: 213-612-4473



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PROJECT TITLE

INTERNATIONAL GRACE MINISTRIES

PROJECT ADDRESS

115 COLUMBIA
ALISO VIEJO CA 92656

CLIENT:

REVISIONS

DRAWN BY:

CHECKED BY:

SCALE: AS SHOWN

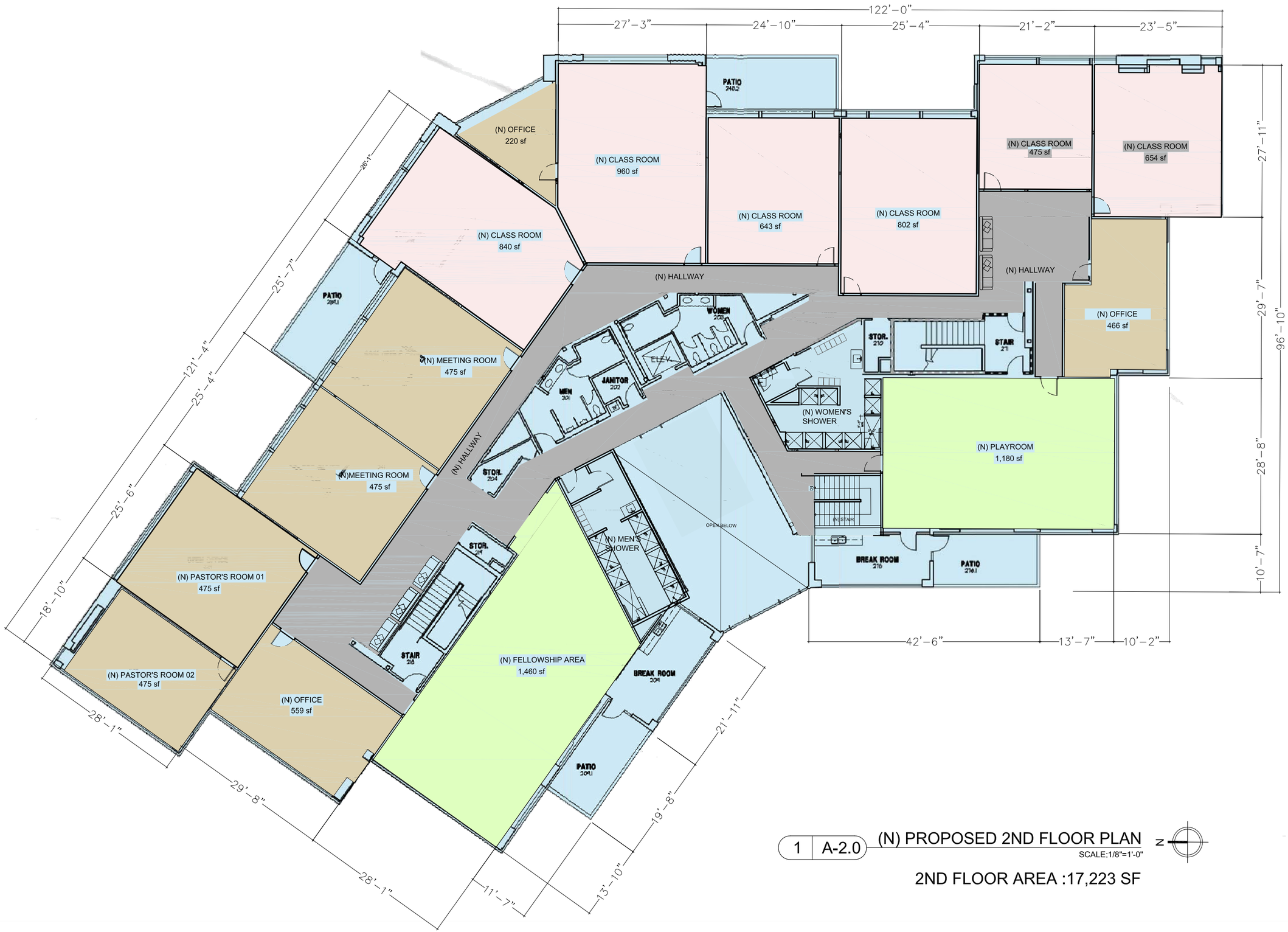
DATE: 04-24-2023

SHEET TITLE:

**PROPOSED 1ST FLOOR PLAN**

SHEET NO.

A-1.0




1 A-2.0 (N) PROPOSED 2ND FLOOR PLAN

SCALE:1/8"=1'-0"

N

2ND FLOOR AREA :17,223 SF


399

INEX DESIGN STUDIO
ARCHITECTURE / INTERIOR
915 MATEO ST. #304
LOS ANGELES,CA 90021

TEL: 213-612-4563 / FAX: 213-612-4473



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PROJECT TITLE

INTERNATIONAL
GRACE MINISTRIES

PROJECT ADDRESS

115 COLUMBIA
ALISO VIEJO CA 92656

CLIENT:

REVISIONS

DRAWN BY:

CHECKED BY:

SCALE: AS SHOWN

DATE: 04-24-2023

SHEET TITLE:

**PROPOSED 2ND FLOOR PLAN**

SHEET NO.

A-2.0

1 | A-3.0 (E) 1ST FLOOR PLAN

SCALE:1/16"=1'-0"

N

AREA :17,223 SF

INEX DESIGN STUDIO
ARCHITECTURE / INTERIOR
915 MATEO ST. #304
LOS ANGELES, CA 90021

TEL: 213-612-4563 / FAX: 213-612-4473

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PROJECT TITLE

INTERNATIONAL GRACE MINISTRIES

PROJECT ADDRESS

115 COLUMBIA
ALISO VIEJO CA 92656

CLIENT:

REVISIONS

DRAWN BY:

CHECKED BY:

SCALE: AS SHOWN

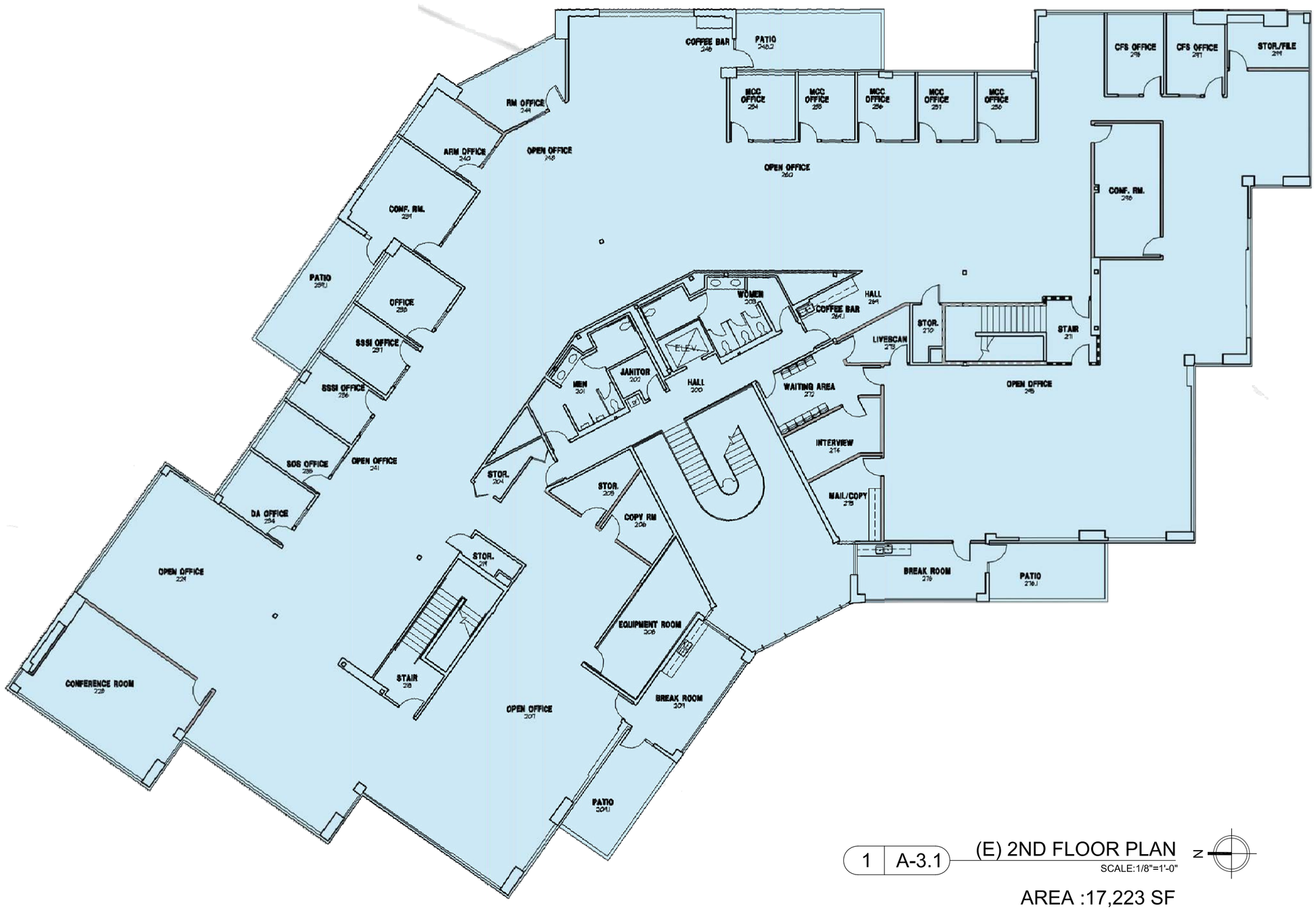
DATE: 04-20-2023

SHEET TITLE:

(E)1ST FLOOR PLAN

SHEET NO.

A-3.0




1 | A-3.1 (E) 2ND FLOOR PLAN

SCALE:1/8"=1'-0"

N

AREA :17,223 SF


INEX DESIGN STUDIO
ARCHITECTURE / INTERIOR
915 MATEO ST. #304
LOS ANGELES, CA 90021

TEL: 213-612-4563 / FAX: 213-612-4473



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PROJECT TITLE

INTERNATIONAL GRACE MINISTRIES

PROJECT ADDRESS

115 COLUMBIA
ALISO VIEJO CA 92656

CLIENT:

REVISIONS

DRAWN BY:

CHECKED BY:

SCALE: AS SHOWN

DATE: 04-20-2023

SHEET TITLE:

**(E)2ND FLOOR PLAN**

SHEET NO.

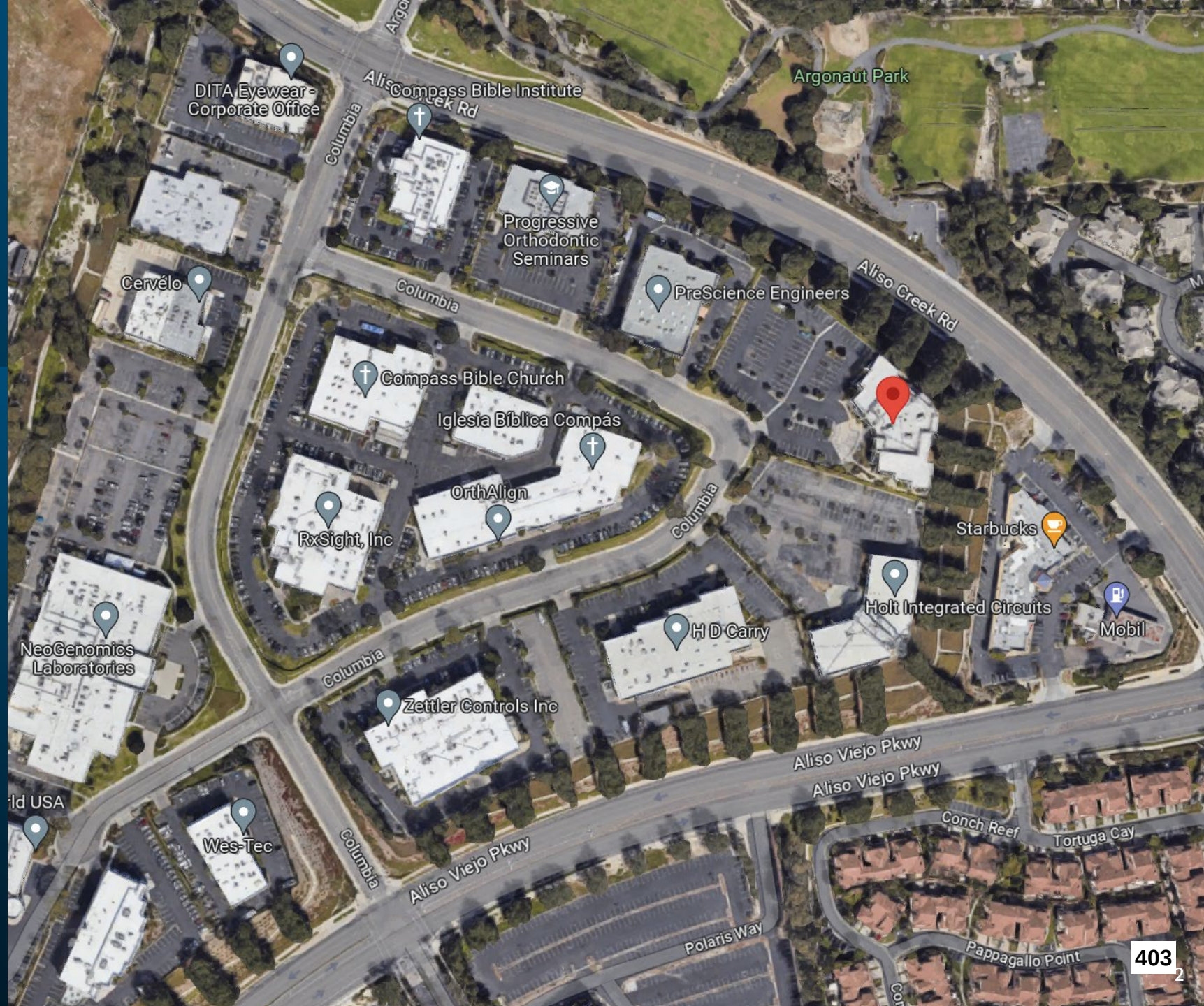
A-3.1

ALISO VIEJO

# International Grace Ministries

Conditional Use Permit (USE-2023-00013)

# Aerial Image



# Aerial Image

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: So Kim, Community Development Director
Michael Delgadillo, Assistant Planner

SUBJECT: CONDITIONAL USE PERMIT TO OPERATE A MASSAGE THERAPY AND SKINCARE TREATMENT ESTABLISHMENT AT 19 VANTIS (USE-2023-00009)

---

**Recommended Actions:**

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

2. Adopt a Resolution (Attachment 1) approving the Conditional Use Permit to operate a skincare and massage therapy establishment at 19 Vantis (USE-2023-00009).

**Fiscal Impact:**

No impact.

**Background:**

On March 29, 2023, Lucy Wojskowicz (the "Applicant") submitted a Conditional Use Permit ("CUP") to operate a massage therapy and skincare treatment establishment (Urban Wellness Lounge) at 19 Vantis. The subject unit is located towards the southern end of several live-work units that exist along the east side of Vantis Drive. According to the Applicant's project description and floor plan (Attachments 2 and 3), the business will offer a variety of massage therapies and skincare treatments. The establishment is designed to accommodate a maximum of two clients at one time in a service treatment setting. The business will also provide quarterly workshops, focusing on sound therapy, meditation, holistic wellness, and nutritional education to groups of three participants. The business proposes to operate between 9:00 am and 7:00 pm, Monday through Friday, and 9:00 am and 5:00 pm on Saturday.

The City's General Plan designates Vantis as one of the six Community Benefits Overlay Area, which allows development of alternative land uses. The Vantis Specific Plan

("Vantis") area is approximately 38.8-acre in size, developed with residential and non-residential development, and live-work units.

Image 1. Project site facing east.

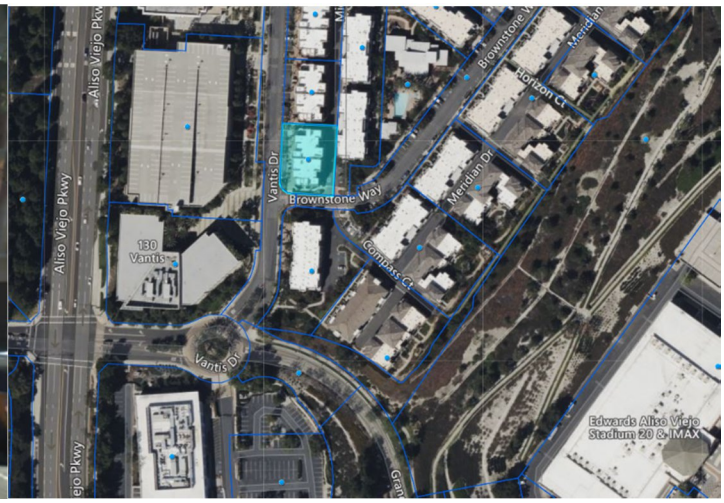



Image 2. Aerial Image of Vicinity

**<u>Discussion</u>:**

Pursuant to Aliso Viejo Municipal Code ("AVMC") Section 15.18.020, a massage establishment license requires approval of a conditional use permit ("CUP"), subject to AVMC Sections 4.14.110 and 15.74.040. Additionally, skincare treatment establishments, which are classified as a beauty salon, requires approval of an administrative use permit ("AUP") within the Vantis Specific Plan Zone. Pursuant to AVMC section 15.74.040, the following findings shall be made prior to the approval of a CUP and AUP.

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

   As described under the Background section above, the General Plan designates Vantis as one of the six Community Benefits Overlay Area, which allows development of alternative land uses. The Vantis Specific Plan permits a variety of uses, including beauty salons. The proposed massage and skincare establishment is considered a beauty salon use and therefore, this finding can be made.

2. *Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.*

   The Vantis Specific Plan allows beauty salon uses, such as the proposed skin care as well as therapeutic massage establishments, with up to two customer chairs or workstations. The business proposes to serve a maximum of two clients at one time. The Applicant proposes to use the existing tenant space as-is without

remodeling and therefore conforms with all other development standards. Based on the discussion above, this finding can be made.

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

   The proposed request to operate a massage therapy and skincare treatment establishment is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines (Existing Facilities, Section 15301) as it consists of permitting and licensing and does not include an expansion of use or facilities beyond what is existing and therefore, this finding can be made.

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

   The proposed use will require compliance with Vantis Specific Plan regulations, similar to other live/work units. Specifically, the number of workstations is limited to two maximum, and therefore, will not result in additional traffic or parking impacts. The Applicant proposes to use the existing tenant space as-is, without interior remodel. Additionally, given the type of business, there will be no noise generated by the proposal. Therefore, this finding can be made.

**Public Notice:**

On May 25, 2023, a public hearing notice was published in the Laguna Niguel News and mailed to all owners of real properties and tenants within 300 feet of the subject real property.

**Attachments:**

1. Draft Resolution
2. Project Description Letter
3. Project Plans
4. Presentation

**RESOLUTION NO. 2023-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT TO ESTABLISH A MASSAGE THERAPY AND SKINCARE TREATMENT ESTABLISHMENT WITHIN AN EXISTING TENANT SPACE AT 19 VANTIS AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM CEQA (USE-2023-00009).**

**WHEREAS,** on March 29, 2023, the Applicant, Lucy Wojskowicz, representing Urban Wellness Lounge, submitted a Conditional Use Permit application to establish a massage therapy and skincare treatment establishment at 19 Vantis ("Project"); and

**WHEREAS,** pursuant to Aliso Viejo Municipal Code (AVMC) Section 4.14.080, massage establishments are conditionally permitted uses within the city of Aliso Viejo; and

**WHEREAS,** pursuant to the Vantis Specific Plan Section 2.1.4, beauty salon uses are conditionally permitted uses in the Vantis Specific Plan No. 1 (SP-1) zoning district; and

**WHEREAS,** on May 25, 2023, a public notice of the public hearing was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site. No public comments were received in response; and

**WHEREAS,** on June 7, 2023, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony, evidence and recommendations presented by staff in the agenda report and oral presentation related to Conditional Use Permit (USE-2023-00009); and

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

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

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

Section 2. **Approval of Project and Findings for Conditional Use Permit.** In accordance with AVMC 15.74.040(C), the City Council hereby makes the following findings of fact and approves a Conditional Use Permit (USE-2023-00009) for the operation of a skincare salon and massage therapy establishment, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which are both attached hereto and incorporated herein by reference.

1. Consistency with General Plan. The land use is consistent with the general plan and any applicable specific plan. The City's General Plan designates Vantis as

one of the six “Community Benefits Overlay Area,” which allows development of alternative land uses. Furthermore, the site is within the Vantis Specific Plan Zone, which permits a variety of uses, including therapeutic massage and skincare treatment, which is considered a beauty salon use.

2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan. The Vantis Specific Plan allows beauty salon uses, such as the proposed skincare treatment use as well as therapeutic massage establishments, with up to two customer chairs or workstations. The business proposes to serve a maximum of two clients at one time. There are no proposed interior remodels within the existing tenant space and therefore conforms with all other development standards. The proposed work will require compliance with the building code and therefore, will be consistent with the City’s regulations.

3. Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act. Section 21084 of the Public Resources Code requires that the CEQA guidelines include a list of classes of project which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. CEQA Section 15301 Existing Facilities, Class 1, consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures… involving negligible or no expansion of existing or former use. The proposed request is to operate a massage therapy and skincare treatment establishment within an existing building involving no interior operations and no expansion of the former use.

4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity. The proposed use will require compliance with Vantis Specific Plan regulations, similar to other live/work units. Specifically, the number of workstations is limited to two maximum and therefore, will not result in additional traffic or parking impacts. The proposed use will operate in the existing tenant space as-is, without internal remodel. Additionally, given the type of business, there will be no noise generated by the proposal.

Section 3. **Filing of Notice of Exemption.** The City Council hereby authorizes and directs staff to prepare, execute, and file with the Orange County Clerk a Notice of Exemption for the proposed project. Additionally, the Notice of Exemption for this project will be posted on the City of Aliso Viejo website, filed in the State Clearinghouse CEQA website, and provide the notice to parties requesting NOE notification.

Section 4. **Location of Documents**. The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

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

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

**EXHIBIT "A"**
**CONDITIONAL USE PERMIT**
**PLANNING APPLICATION USE-2023-00009**
**CONDITIONS OF APPROVAL**

1. Project Description. Approval is for a Conditional Use Permit (USE-2023-00009) to operate a massage therapy and skincare treatment establishment at 19 Vantis in accordance with all plans and exhibits as present to and approved by the City Council on June 7, 2023.
2. Period of Validity. Approval of this permit would be valid for a period of two years from the effective date of approval of this permit. If building or other ministerial permits for the project are not issued within such period of time, the approval shall expire and shall therefore be null and void unless an extension is requested by the Applicant prior to the expiration date and subsequently approved by the Director of Community Development.
3. Compliance with Regulations. The Applicant shall ensure design, maintenance, and operation of the permit area and fixtures thereon shall comply with all applicable regulations of the Municipal Code and all requirements and enactments of Federal, State, County and City authorities. All such requirements and enactments shall by reference become conditions of this permit whether or not they are listed as conditions. The Applicant and Applicant's successors in interest shall be fully responsible for knowing and complying with all conditions of approval, including making known the conditions to City staff for future governmental permits or actions on the project site.
4. Compliance with Conditions. The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to granting these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120.
5. Compliance with City Codes. The approved project shall comply with all applicable provisions of the municipal code, including but not limited to provisions of building codes and any conditions imposed as part of the approval process.
6. Business Hours. Hours of operation are limited from 9:00 a.m. to 7:00 p.m., Monday through Friday and from 9:00 a.m. to 5:00 p.m. on Saturday.
7. On-Site Employees. No more than two employees or independent contractors, excluding residents of the attached living space, may be working on site at any given time.
8. Conversion of Units. The ground floor commercial space within the live/work unit may not be converted into a second living unit or used for residential purposes.
9. Commercial Uses. Commercial uses are limited to the ground floor and may not be expanded to the upper floors.

10. Building Code Compliance. The workspace must meet requirements of the City Building Code for the type of activity/use being undertaken.

11. Design and Maintenance. The workspace must be designed and maintained to appear as a commercial use. This may include store-front style glazing along the front façade. While the massage area shall be screened from view, the interior reception and waiting area shall always be visible from the public street. Blinds, curtains, tinting, or any other covering or barrier shall not be installed or placed in front of the first-floor windows or front door.

12. Signage. Prior to issuance of a Certificate of Occupancy (C of O), Property Owner/Applicant shall provide the Planning Department with a color rendering of the proposed signage in conformance with the Vantis Live/Work Sign Program.

13. Noise Control. No excessive noise shall be generated within any Live/Work unit that might have a negative effect on its neighbors. All noise generated by the use shall comply with AVMC Chapter 15.46.010. Piped-in music shall be contained indoors and all doors shall remain closed when music is being played. Based on any substantiated noise complaints, the Director may further restrict use of piped-in music.

14. Outdoor Storage and Display. No storage and/or display of merchandise, materials or equipment outside of the enclosed building are permitted.

15. Adverse Impacts. In the event of adverse impacts on the health, safety or welfare of the neighborhood or general public, or receipt of complaints directly related to the Applicant's business, the Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director shall have the discretion to amended conditions or revoke the approval.

16. Massage Establishment License. Prior to the issuance of the Certificate of Occupancy, the Applicant shall obtain a Massage Establishment License from the city of Aliso Viejo.

17. Health Permit. The Applicant shall obtain any necessary Health Permit(s) from the Orange County Health Care Agency.

18. Alcohol Beverage Control. The service and sale of alcoholic beverages is not permitted on the subject property.

19. Compliance with Massage Regulations. The Applicant shall comply with all AVMC Massage Regulations (Chapter 4.14) pertaining to massage establishments as they may be amended from time to time, including but not limited to the following: the display of licenses and permits, management of massage establishments, license renewal, and massage establishment facilities and operation requirements.

20. Compliance with Agencies Governing the Property. The Applicant is responsible for compliance with any Declaration of Covenants, Conditions, and Restrictions (CC&R's) governing the property at 19 Vantis Drive.

21. Indemnification. The Applicant shall indemnify, protect, defend, and hold the city, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all

claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the city, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the city and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the city) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, Planning and Zoning Law, Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed the city shall have the right to approve, which approval will not be unreasonably withheld, legal counsel providing the city's defense, and that Applicant shall reimburse city for any costs and expenses directly and necessarily incurred by the city in the course of the defense. The city shall promptly notify the Applicant of any action brought, and city shall cooperate with the Applicant in defense of the action.

22. Payment of Fees. The Applicant and Applicant's successors in interest shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with these conditions. Prior to issuance of a Certificate of Occupancy, the Applicant shall be fully responsible for reimbursing the City of Aliso Viejo for all expenses incurred to assure compliance with all conditions of approval.

23. Permit in Effect. This approval shall not be effective for any purpose whatsoever until the Applicant signs the statement at the bottom of this letter to the effect that the Applicant has read, understands, and agrees to these conditions of approval.

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

URBAN
wellness lounge

**PROJECT DESCRIPTION**

LAGUNA CANYON SPA CORPORATION, OPERATING AS LAGUNA CANYON SPA SINCE 2004 IN LAGUNA BEACH, CA MOVED FROM 3295 LAGUNA CANYON ROAD, LAGUNA BEACH, CA IN MARCH 2022 AFTER A SUDDEN SHIFT IN THE LANDLORD'S BUSINESS PLAN. AFTER RELOCATING TO 95 ENTERPRISE, ALISO VIEJO FOR ONE YEAR WORKING AT THE SOLA SALON FRANCHISE; LUCY WOJSKOWICZ, FOUNDER AND OWNER ENTERED INTO A 2-YEAR LEASE AT 19 VANTIS, ALISO VIEJO CA TO TRANSFER HER MASSAGE ESTABLISHMENT LICENSE TO THIS LOCATION PERMANENTLY ON APRIL 1, 2023. THE ALISO VIEJO COMMUNITY IS SURE TO BENEFIT FROM THIS REPUTABLE, THERAPEUTIC MASSAGE ESTABLISHMENT WHICH WILL UNDERGO A BRAND NAME CHANGE TO: URBAN WELLNESS LOUNGE.

THE URBAN WELLNESS LOUNGE AT 19 VANTIS DRIVE, ALISO VIEJO CA ENHANCES THE CITY WALK WITH A CLEAN, COMPLIMENTARY BUSINESS TO THE EXISTING HAIR AND BEAUTY SERVICES BLOCK AND WILL BE LOCATED NEXT DOOR TO SEVEN SEAS COFFEE SHOP AND THE OFFICE.

**INTERIOR AND EXTERIOR TENANT IMPROVEMENTS**

THE INTERIOR OF THE UNIT IS FRESHLY PAINTED AND REQUIRES NO ARCHITECTURAL MODIFICATIONS. THE EXTERIOR REQUIRES NO MODIFICATIONS OTHER THAN SIGNAGE.

AT 400 SQ FT IT PROVIDES AMPLE SPACE FOR 2 TREATMENT AREAS. THERE IS ONE RESTROOM WITH PAPER TOWEL DISPENSER, TRASH BIN, TOILET AND SEVERAL ENCLOSED CABINETS FOR STORING SUPPLIES AND CLEAN LINENS.

**DAYS AND HOURS OF OPERATION**

MONDAY – FRIDAY 9AM – 7PM
SATURDAY – SUNDAY 9AM – 5PM

**NUMBER OF EMPLOYEES AND INDEPENDENT CONTRACTORS**

SERVICES WILL BE PROVIDED BY CERTIFIED AND LICENSED MASSAGE THERAPISTS, HOLISTIC HEALTH PRACTITIONERS AND ESTHETICIANS. DESIGNED TO ACCOMMODATE 1-2 CLIENTS AND

1-2 STAFF MEMBERS AT ONE TIME IN A SERVICE TREATMENT SETTING. PLEASE NOTE: THE DIAGRAMS SHOW SET UP OF 3 MASSAGE TABLES; HOWEVER, WHEN THE LARGER FRONT ROOM IS UTILIZED FOR COUPLES OR PARTIES OF 2 TREATMENTS, THE CIRCULAR ROOM WILL BE THE SEATING AREA AND NOT A TREATMENT AREA. ALSO, PARTICIPANTS TO SMALL WORKSHOP GROUPS WILL BE LIMITED TO: 3 PARTICIPANTS AND 1 STAFF EDUCATOR IN A LECTURE SETTING.

**DETAILED DESCRIPTION OF MASSAGE & SKINCARE SERVICES:**

THE FOLLOWING TYPES OF SERVICES WILL BE OFFERED:

THERAPEUTIC MASSAGE THERAPY: RELAXING SWEDISH, DEEP TISSUE SPORTS, SHIATSU, THAI YOGA MASSAGE, LYMPHATIC DRAINAGE, CRANCIAL SACRAL THERAPY, HOT STONE THERAPY AND REFLEXOLOGY.

SKINCARE TREATMENTS: CLASSIC EUROPEAN FACIAL, HAND, FOOT AND BODY EXFOLIATION, AND WRAPS INCORPORATING HOLISTIC AND ORGANIC AGE SMART SKIN PRODUCTS.

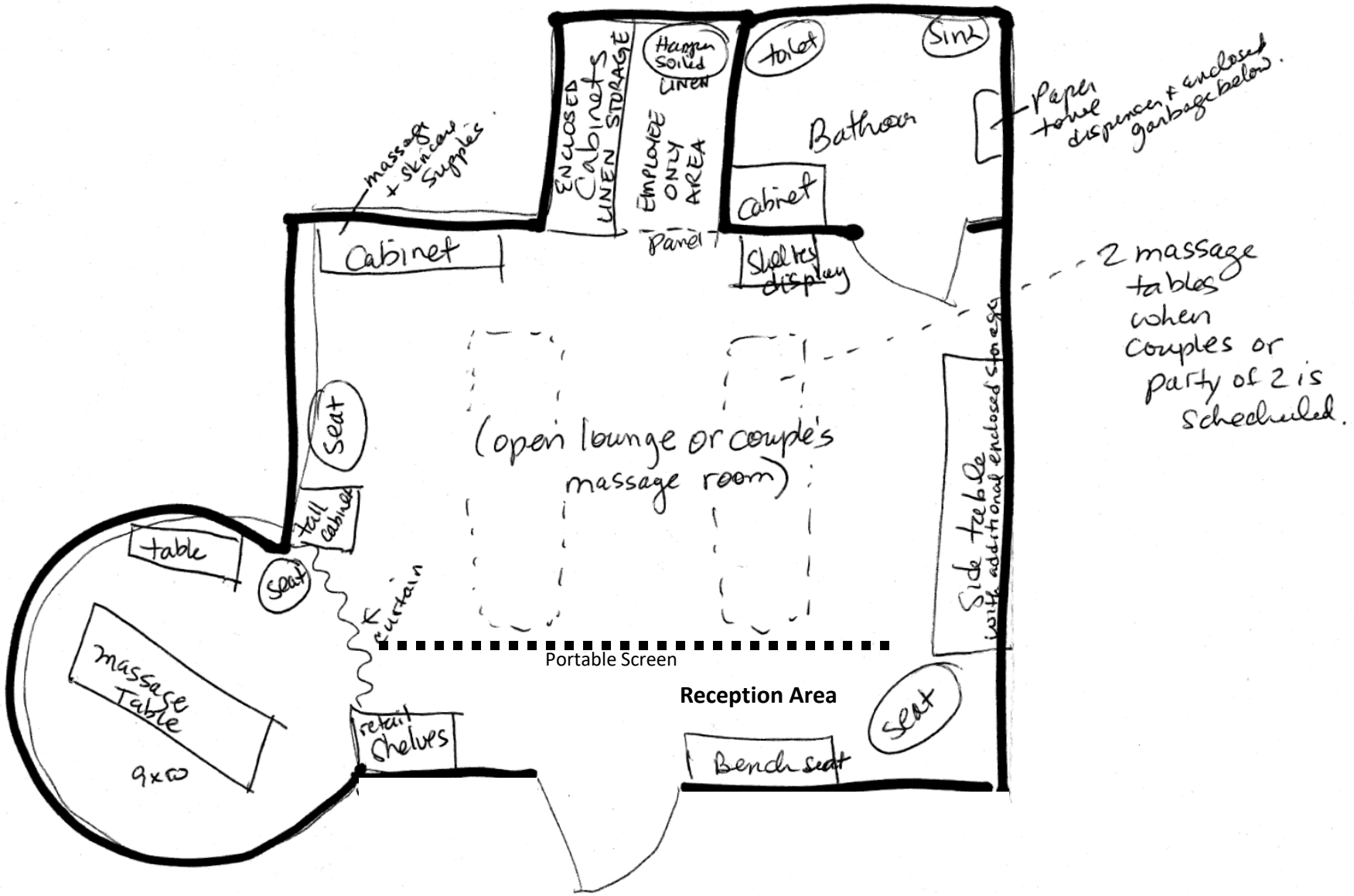
SPECIAL EVENTS/WORKSHOPS: QUARTERLY WE WILL HOST SMALL GROUPS FOR PERSONAL GROWTH. THESE COMMUNITY EVENTS MAY INCLUDE SOUND THERAPY, MEDITATION, HOLISTIC WELLNESS AND NUTRITIONAL EDUCATION.

**REQUIRED FINDINGS**

THE URBAN WELLNESS LOUNGE PLAN IS CONSISTENT WITH THE GENERAL PLAN AND ANY APPLICABLE SPECIFIC PLAN AND ZONING CODE. THE LAND USE IS CONSISTENT WITH THE GENERAL PLAN AND ANY APPLICABLE SPECIFIC PLAN, AND THE ASSOCIATED DEVELOPMENT CONFORM TO THE PERMITTED USE PROVISIONS AND DEVELOPMENT STANDARDS OF THIS ZONING CODE. THE ESTABLISHMENT IS COMPLIANT WITH CEQA, THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

THIS PROJECT HAS BEEN APPROVED BY THE VANTIS HOA BOARD OF DIRECTORS; APPROVAL STAMPED BY KYLE BLACK ON MAY 8, 2023.

APPROVAL OF THE APPLICATION WILL NOT CREATE CONDITIONS MATERIALLY DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE OF INJURIOUS TO OR INCOMPATIBLE WITH OTHER PROPERTIES OR LAND USES IN THE VICINITY.




URBAN WELLNESS LOUNGE
19 VANTIS ALISO VIEJO CA
FURNITURE PLAN

ALISO VIEJO

# Urban Wellness Lounge

19 Vantis

USE-2023-00009 – Conditional Use Permit

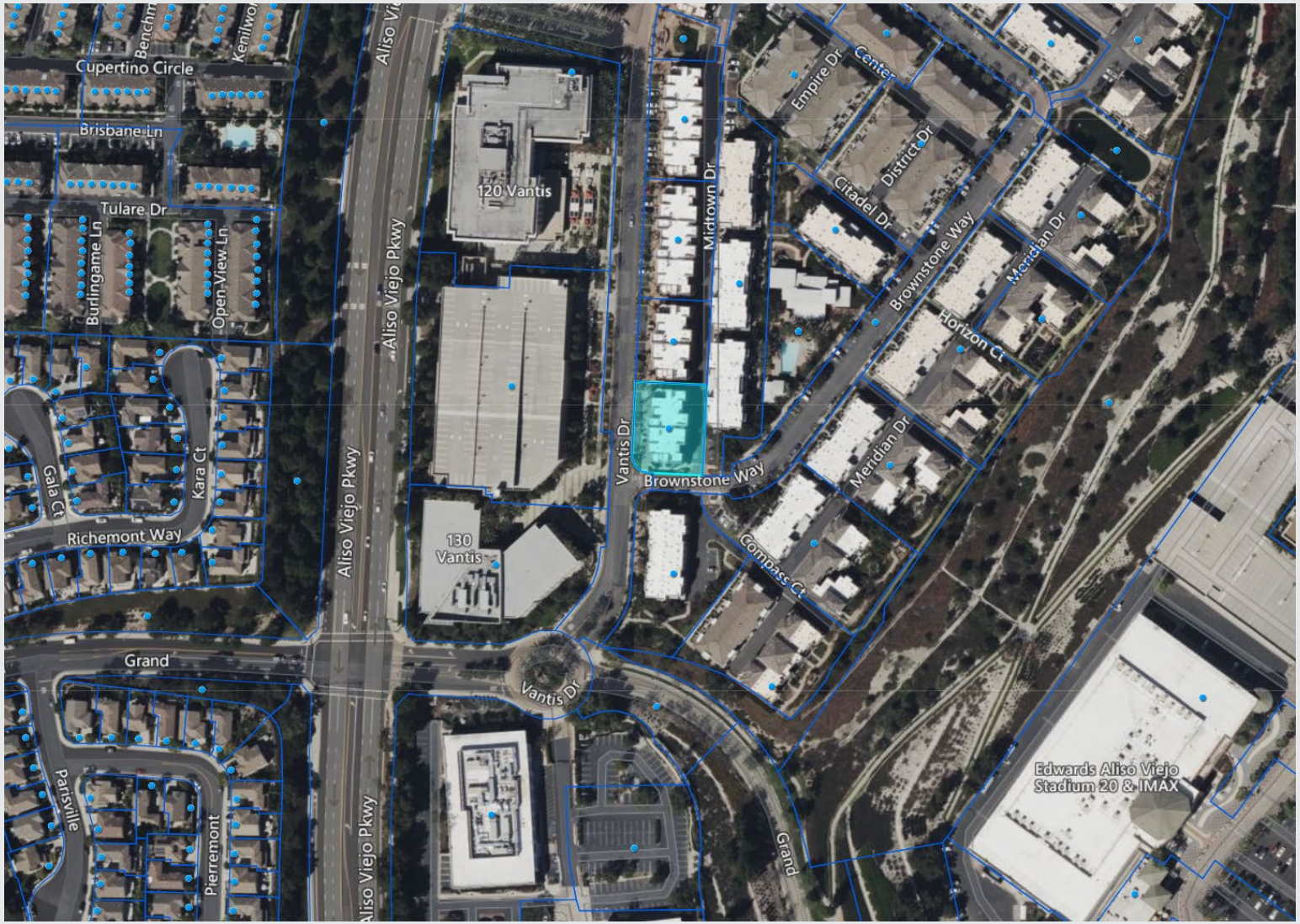
City Council
June 7, 2023

# Proposed Business Operations

Operations include:

- Therapeutic Massage Therapy
- Skin care
- Quarterly Small Group Workshops
- Hours of operation: Monday through Friday, 9:00 a.m. to 7:00 p.m.
  Saturday, 9:00 a.m. to 5:00 p.m.
- By appointment only

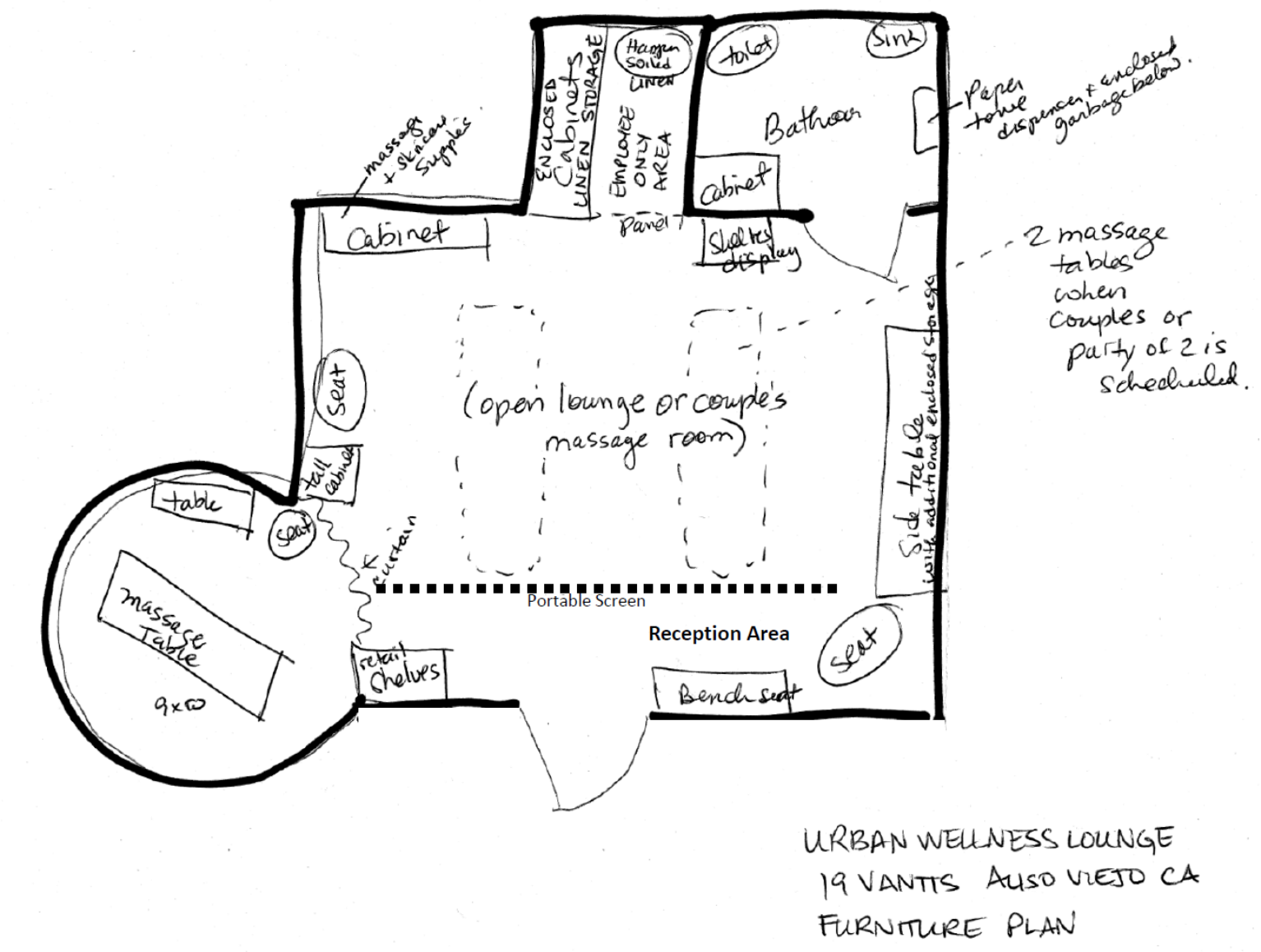
# Surrounding Area



# Exterior View

Source: Bing Maps, Streetside

# Floor Plan


massage + skincare supplies
Cabinet
ENCLOSED Cabinet LINEN STORAGE
Hanger soiled LINEN
EMPLOYEE ONLY AREA
Panel
toilet
Sink
Bathroom
Paper towel dispenser + enclosed garbage below.
Cabinet
Shelves display
2 massage tables when couples or party of 2 is scheduled.
Seat
(open lounge or couple's massage room)
tall cabinet
table
seat
curtain
massage Table
9x20
Portable Screen
Reception Area
retail Shelves
Bench seat
seat
Side table with additional enclosed storage
URBAN WELLNESS LOUNGE
19 VANTIS ALISO VIEJO CA
FURNITURE PLAN

# Staff Recommendation to City Council:

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

2. Adopt a Resolution approving Conditional Use Permit to operate a skin care and massage therapy establishment at 19 Vantis (USE-2023-00009).

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: So Kim, Director of Community Development

SUBJECT: RE-ADOPTION OF GENERAL PLAN AMENDMENT PA21-019 FOR THE 6TH CYCLE HOUSING ELEMENT UPDATE

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**Recommended Actions:**

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption);

2. Adopt a Resolution (Attachment 1), adopting a General Plan Amendment for the 6th Cycle Housing Element (PA21-019); and

3. Authorize the Community Development Director to make minor modifications to the Housing Element to the extent that such modifications are necessary to address further HCD comments and receive certification.

**Fiscal Impact:**

No impact.

**Background:**

State law requires every city and county in California to prepare, adopt and implement a General Plan, which establishes overall goals and policies for future growth of the jurisdiction. As set out in California Government Code, a city's General Plan must include a Housing Element as one of seven mandatory elements. The Housing Element must include policies and programs to meet the City's existing and future housing needs, as established by the California Department of Housing and Community Development ("HCD") and the Southern California Association of Governments. State law requires that the Housing Element be updated every eight years. This proposed 6th Cycle Housing Element covers the 2021-2029 planning period.

On January 19, 2022, the City Council adopted General Plan Amendment PA21-019 for the 6th Cycle Housing Element, which was subsequently submitted to HCD for certification. On April 1, 2022, HCD provided the City with a letter outlining items that need to be addressed to receive certification (Attachment 3).

**Discussion:**

Staff revised the Housing Element in response to HCD's letter. The updated 6th Cycle Housing Element ("HE") was presented to HCD staff for preliminary review on April 24, 2023, and further revised based on minor verbal comments from HCD. Provided below is a summary of the key revisions made to the HE since it was last before the Council on January 19, 2022. The summary is organized so that it tracks HCD's letter (Attachment 3). The page numbers at the end of each topic corresponds with the attached redline (i.e., track changes) version of the Housing Element (Attachment 1, Exhibit A).

A. Review and Revision (page CP-32)
    a. Program 2 (Affordable Housing In-Lieu Funds) – added more information on the City's in-lieu funds.
    b. Program 4 (Section 8 Housing Choice Vouchers) – included the number of referrals made to Orange County Housing Authority in the past eight years.

B. Housing Needs, Resources, and Constraints
    1. Affirmatively Furthering Fair Housing
        a. Enforcement and Outreach Capacity – added City's compliance with existing fair housing laws and regulations, patterns and summary of fair housing issues. (page CP-117)
        b. Integration and Segregation – added local and regional analysis. (page CP-190)
        c. Racially/Ethnically Concentrated Areas of Poverty (R/ECAP) - added local and regional analysis, patterns and changes in relevant factors. (page CP-146)
        d. Access to Opportunity – added revised maps; analysis of the data; local and regional analysis. (page CP-151)
        e. Disproportionate Housing Needs, Including Displacement – added more analysis and local and regional data related to cost burdened households, overcrowding, substandard housing, homelessness, and displacement risk. (page CP-165)
        f. Local Data and Knowledge and Other Relevant Factors – added more analysis on Affirmatively Furthering Fair Housing analysis, relevant factors, and historical trends. (page CP-196)
        g. Contributing Factors – prioritized contributing factors to fair housing issues. (page CP-194)
        h. Site Inventory – specified number of anticipated units by income group and its impacts. (page CP-76)
        i. Goals, Priorities, Metrics, and Milestones – revised and clarified goals and actions to include metrics and milestones. (page H-3)
    2. Extremely Low-income Households (ELI) – added analysis on overcrowding, trends, and availability of resources. (page CP-7)
    3. Overpayment by Tenure – specified number of overpaying households by tenure. (page CP-5)

4. Inventory of Land Suitable and Available for Residential Development
    a. Sites Inventory – included a table that details existing uses, size, APNs, and number of units per income level. (page CP-67)
    b. Aggregated Sites – included lot merger and lot line adjustment process. (page CP-68)
    c. Realistic Capacity – added more analysis on recent developments and associated affordability levels. (page CP-71)
    d. Nonvacant Sites – added information on conversion of lots and site characteristics. (page CP-74)
    e. Emergency Shelters – included locations of nearby shelters and capacity information. (page CP-16)
5. Governmental Constraints
    a. Land Use Controls – added analysis on cumulative impacts, parking requirements, Community Benefit Overlay requirements, and other development regulations. (page CP-36)
    b. Fees and Exaction – included fee schedule (page CP-49)
    c. Local Processing and Permit Procedures – included details on various planning application process including pre-application review, and processing times. (page CP-52)
    d. Inclusionary Requirements – included details on the City's in-lieu fee and affordable housing requirements. (page CP-32)
    e. Housing for Persons with Disabilities – included compliance with state law regarding residential care facilities and group homes. (page CP-45)
6. Governmental Constraints – included analysis on land prices, and average processing time for development. (page CP-36)
7. Special Housing Needs – included total number of persons with disabilities and associated factors. (page CP-60)

C. Housing Programs – included specific commitment and timing to programs, included a table for the opportunity sites in the site analysis section, financial incentives, or regulatory concessions to encourage development of special housing, timing of ADU ordinance update, fees on the website, and compliance with state law regarding residential care facilities. (page H-8)

D. Public Participation – additional information on City's efforts on public outreach. (page CP-90)

E. Housing in the Coastal Zone – quantified the number of new housing in the coastal zone, including any affordable housing. (page CP-23)

Staff recommends that the City Council adopt the attached Resolution, which: (1) re-adopts the HE; (2) directs staff to submit the HE to HCD for certification; and (3) authorizes the Community Development Director to make minor modifications to the HE to the extent that such modifications are necessary to address further HCD comments and receive certification.

**Environmental:**

The 6th Cycle Housing Element Update ("HE") has been reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq*. (CEQA)) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.). On January 19, 2022, the City Council adopted the HE and determined that its action at that time was exempt from environmental review under CEQA. Specifically, Section 15061(b)(3) states, in part, that a project is exempt from CEQA if "the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The exemption determination was based on the reasoning that the HE will not result in any direct or indirect physical changes to the environment because it is a policy document that 1) does not provide entitlements to any specific land use projects, 2) does not make any changes to the General Plan land use map and 3) would not modify any land use designations, allowed densities, or land use intensities established by the General Plan.

The 2022 HE was then submitted to HCD, who then required revisions for compliance with state housing laws. The revisions for the most part include additional local and regional analysis primarily related to fair housing and clarifications to other topics. However, there were some changes to the identified future housing sites to meet the City's share of affordable housing. Specifically, the previously adopted 2022 HE identified six separate sites that would potentially accommodate 1,247 residential units and expected 540 accessory dwelling units (ADU) to be constructed citywide over an 8-year period. While ADUs count towards the City's share of affordable housing, the projected unit count must be based on past trends. As the City has had only two ADU applications in the past eight years, there is no historical trend to justify the production of 540 ADU units. Accordingly, the ADU unit count has been reduced from 540 to eight units. The original sites for future development were reevaluated based on allowable density and a new vacant site with a residential overlay was added to offset the loss in ADU units. Specifically, the revised HE increased the number of potential units to 1,719 and reduced the number of ADUs to eight units over the next eight-year period. The redistribution of future residential units simply augments the types of units and does not result in an increase in units. Additionally, the HE does not entitle developments and each project will require individual analysis, compliance with the City's design guidelines, and environmental analysis to minimize any potential impacts. Also, as the City does not have interest in acquiring or being the developer for these sites, the HE will not result in direct physical development. Therefore, Staff finds that the HE continues to be exempt per Section 15061(b)(3).

**Public Notice:**

On May 25, 2023, a public notice of the public hearing was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site. Staff received two public comments (Attachment 2), albeit before the public notice issuance. The first comment was received via email from Welcoming Neighbors Home, raising concerns on

the opportunity sites identified in the previous version of the HE (specifically the feasibility of the Commons site). Previously the HE identified 497 units on the Commons site, of which 297 were designated as affordable. The revised HE identifies a total of 362 units with 10% allocated for affordable housing, which is a more realistic capacity for the site. The second comment was an email from HCD requiring submittal of the revised HE by no later than June 9, 2023, and detailing consequences for not doing so.

**Attachments:**

1. Draft Resolution
   a. Exhibit A - 6th Cycle Housing Element

2. Public Comments

3. Letter from HCD dated April 1, 2022

4. Presentation

**RESOLUTION NO. 2023-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING A GENERAL PLAN AMENDMENT FOR THE 6TH CYCLE HOUSING ELEMENT (PA21-019)**

**WHEREAS**, on April 21, 2004, the City Council adopted its first Housing Element as part of its comprehensive General Plan; and

**WHEREAS**, the Department of Housing and Community Development ("HCD") certified the City's 2004 Housing Element for the 2000-2005 planning period; and

**WHEREAS**, the California Government Code requires cities to review and update their Housing Element every eight years, according to a schedule set by HCD; and

**WHEREAS**, the Housing Element sets forth the housing policies for the City, facilitates the preservation and development of housing, and establishes programs to accommodate the City's share of the regional housing needs in Southern California; and

**WHEREAS**, the City of Aliso Viejo has been assigned an allocation of 1,195 new housing units as its share of the regional housing needs assessment ("RHNA") in Southern California; and

**WHEREAS**, in accordance with state law, the City prepared a draft Housing Element for the planning period covering 2021-2029 (hereafter "HE"); and

**WHEREAS**, the City may amend its General Plan pursuant to Government Code Sections 65350 et seq. and Aliso Viejo Zoning Code Chapter 15.78; and

**WHEREAS**, the City desires to amend its General Plan that would bring the City's Housing Element into compliance with the requirements of state housing element law for the 2021-2029 planning period and would reflect its goals for satisfying its most recent RHNA Allocation; and

**WHEREAS**, on May 19, 2021, the City of Aliso Viejo City Council conducted a public study session to solicit comments from all interested members of the public regarding the HE; and

**WHEREAS**, on August 18, 2021, the City Council held a publicly noticed meeting where it considered public input and recommendations presented by staff in the agenda report and oral presentation relating to the proposed HE (i.e., Planning Application PA21-019). Thereafter, the Council directed staff to submit the HE to HCD; and

**WHEREAS**, staff submitted the HE to HCD on August 19, 2021; and

**WHEREAS**, on October 18, 2021, HCD issued a letter reporting its findings on the HE pursuant to Government Code Sec. 65585(d); and

**WHEREAS**, the HE was revised to address HCD's findings; and

**WHEREAS**, on January 19, 2022, the City Council held a duly noticed public hearing and adopted Resolution No. 2202-04, adopting General Plan Amendment PA21-019 for the HE and finding that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption); and

**WHEREAS**, on April 1, 2022, the City received a letter from HCD stating that further revisions to the HE were necessary to comply with state law; and

**WHEREAS**, staff revised the HE to address HCD's comments; and

**WHEREAS,** on May 25, 2023, a public notice of the public hearing regarding the HE was published in the Laguna Niguel News and emailed to appropriate public agencies; and

**WHEREAS,** on June 7, 2023, the City Council held a duly noticed public hearing regarding the HE and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation; and

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

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

**Section 1: Incorporation.** The City Council hereby finds that the above recitals are true and correct and are hereby incorporated herein by this reference.

**Section 2: CEQA Findings.** The City Council finds the proposed project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) which states, in part, that a project is exempt from CEQA if "the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The HE will not result in any direct or indirect physical changes to the environment because it is a policy document that 1) does not provide entitlements to any specific land use projects, 2) does not make any changes to the General Plan land use map and 3) would not modify any land use designations, allowed densities, or land use intensities established by the General Plan. The revisions in response to HCD requirements include additional local and regional analysis primarily related to fair housing and clarifications to other topics. However, there were some changes to the identified future housing sites to meet the City's share of affordable housing. Specifically, the previously adopted 2022 HE identified six separate sites that would potentially accommodate 1,247 residential units and expected 540 accessory dwelling units (ADU) to be constructed citywide over an 8-year period. While ADUs count towards the City's share of affordable housing, the projected unit count must

be based on past trends. As the City has had only two ADU applications in the past eight years, there is no historical trend to justify the production of 540 ADU units. Accordingly, the ADU unit count has been reduced from 540 to eight units. The original sites for future development were reevaluated based on allowable density and a new vacant site with a residential overlay was added to offset the loss in ADU units. Specifically, the revised HE increased the number of potential units to 1,719 and reduced the number of ADUs to eight units over the next eight-year period. The redistribution of future residential units simply augments the types of units and does not result in an increase in units. Additionally, the HE does not entitle developments and each project will require individual analysis, compliance with the City's design guidelines, and environmental analysis to minimize any potential impacts. Also, as the City does not have interest in acquiring or being the developer for these sites, the HE will not result in direct physical development.

**Section 3: General Plan Amendment Findings.** In accordance with Aliso Viejo Municipal Code section 15.78.020(F), the City Council hereby finds as follows:

1. Public Welfare. Approval of the HE will not create conditions materially detrimental to the public health, safety and general welfare. Pursuant to state law, every jurisdiction in California must adopt a General Plan, and every General Plan must contain a Housing Element. The proposed amendment to the City General Plan Housing Element will support an adequate supply of housing, including Aliso Viejo's share of the region's new housing need for the 2021-2029 planning period as established by the Southern California Association of Governments. The amendment will make way for new residential development opportunities in the City in an environmentally responsible manner. Therefore, the HE will not create conditions materially detrimental to the public health, safety and general welfare.

2. Internal General Plan Consistency. The HE is internally consistent with those goals, objectives, and policies of the General Plan which are not being amended. State planning law requires the HE be consistent with other General Plan elements. The HE most closely relates to the Land Use Element and is consistent with all elements of the General Plan. Specifically, the HE amendment is consistent with:

    a) The Housing Element: The HE replaces the existing Housing Element in its entirety. All policies and program recommendations within the HE have been analyzed to determine the appropriateness of retention and/or implementation.

    b) The Land Use Element: The HE is consistent with the Land Use Element for the following reasons: The General Plan's Land Use Goal (LU-1) seeks to provide a diverse mix of land uses to meet the future needs of all residents and the business community. The HE advances this goal by first providing a description of the residents; the most recent population characteristics, age characteristics, race and ethnicity, occupation and labor participation, household type, household size, household income and overpayment, overcrowding, special needs populations, housing stock, housing age and condition, housing tenure and vacancy, housing costs and affordability, and at

risk rental housing. Secondly, the HE advances the goal by describing the resources and opportunities available to meet the needs of the residents. Goal LU-3 encourages development that provides a solid fiscal foundation for the City. The sites which would be affected by the in the implementation of Program 1 of the HE are located within close proximity to retail and commercial establishments demanded by residents. Specifically, Program 1 of HE will advance this goal by expanding residential development opportunities that would contribute to the City's tax base. The HE will help to promote the City as an employment center by providing adequate housing for employees of national, regional, and local businesses headquartered in the City. The HE will encourage innovative mixed-use, pedestrian-friendly development projects that reduce traffic congestion and improve quality of life.

c) The Circulation Element: The HE is consistent with the Circulation Element for the following reasons: The General Plan's Circulation Element Goal (C-2) seeks to maintain an effective regional transportation network. Potential residential sites throughout the City are adjacent to major arterial roadways and bus transit facilities, which will give residents multi-modal access throughout City and the surrounding region.

d) The Noise Element: The HE is consistent with the Noise Element for the following reasons: The General Plan's Noise Element Goal (N-1) seeks to minimize the impact of point source noise and ambient noise levels throughout the community. Per Program 7 of the HE, the City's Code Enforcement Staff will continue to enforce property maintenance standards and adopted City Building and Zoning codes which include the noise ordinance. The City will promote the importance of maintenance to long-term housing quality and property values and encourage community and neighborhood involvement. The City will ensure that construction and occupancy of higher-density residential developments are compatible with and do not exceed thresholds defining the acceptable noise environment in surrounding areas. Furthermore, an applicant seeking to develop a prospective residential site will be required to obtain a site development permit subject to the City's and the Aliso Viejo Community Association's stringent standards for noise mitigation. Goal N-2 seeks to minimize transportation-related noise impacts. The HE will encourage the use of alternative transportation technologies that minimize noise impacts. Due to the proximity of the urban core and resource centers of the City to potential residential development sites, the HE will enable residents to access the City's commercial center, schools, and business parks by walking in addition to a variety of alternative transportation technologies.

e) The Conservation and Open Space Element: The HE is consistent with the Conservation and Open Space Element for the following reasons: The General Plan's Conservation/Open Space Element Goal (COS-5) seeks to improve air quality within the City and the region. The HE will support this goal by enabling residents to live, work, and recreate within a small radius. Developing residential units near commercial resource centers, schools, and churches will

reduce emissions related to vehicular travel. Goal COS-7 seeks to ensure the long-term provision of open spaces and expansion of parks and recreational opportunities within the community. The HE will increase the potential development of the number of residential units available to the City at a higher number of dwelling units per gross acre of land. This increase in density will satisfy demand for dwelling units without threatening the preservation of existing open spaces and expansion of parks and recreational opportunities needed to serve additional residents in the immediate and distant future.

f) The Safety Element: The HE is consistent with the Safety Element for the following reasons: The General Plan's Safety Element Goal (S-2) seeks to protect the community from wildland fires. The HE would encourage development of residential structures in compliance with the City's and Aliso Viejo Community Association's stringent site design and maintenance standards. The density and location of the sites are anticipated to be in within close proximity to the Orange County Fire Authority's facilities, which would support the Authority's efforts to reduce fire risks through public education. Goal S-4 seeks to protect the community from hazards associated with air pollution, hazardous materials, and nuclear power production. This designation will support the efforts of federal, state, and county agencies to decrease air pollution emissions occurring within the air basin. The HE will potentially increase the inventory of residential products available in Southern California that are within close proximity of commercial resource centers and employment centers. Goal S-5 seeks to safeguard the community from criminal activity and structural fire hazards. The HE would enable local law enforcement and fire protection services to be responsive to the City's residents by developing sites within close proximity to law enforcement and fire prevention authorities. Both the Orange County Sheriff and Orange County Fire Authority have adequate facilities and personnel throughout the City. The proximity of these agencies and their resources will reduce the risk of criminal activity and structural fires at the sites with a potential for residential development. Thus, the HE is internally consistent with the goals and policies of other elements of the City's General Plan.

3. Land Use Compatibility. The adoption of the HE makes no changes to the General Plan Land Use Policy Map. The HE does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development, but rather includes goals and policies to facilitate the development, preservation, and rehabilitation of housing consistent with existing and proposed uses identified in the General Plan and as mandated to be allowed under State law.

4. Property Suitability. As part of the available sites analysis process, development options such as mixed use, construction of accessory dwelling units (ADUs), and rezoning of office properties were identified due to the City being fully developed with little vacant land suitable for new housing. The City's RHNA allocation must be satisfied through redevelopment of properties that have potential for housing or mixed use. The sites identified in the HE present opportunities for new residential

development and are suitable for redevelopment. Any future housing development projects will be subject to separate entitlement review.

**Section 4: Adoption.** The City Council hereby adopts the HE (i.e., Planning Application PA21-019), attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 5. Minor Modifications.** The Community Development Director is hereby authorized to make minor modifications to the HE to the extent that such modifications are minimally necessary to address HCD review comments to receive certification.

**Section 6: Transmit Housing Element to HCD.** Staff is hereby directed to transmit the HE to HCD for review and certification.

**Section 7: Filing of Notice of Exemption.** The City Council hereby authorizes and directs Staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project. Additionally, the Notice of Exemption for this project will be posted on the City of Aliso Viejo website, filed in the State Clearinghouse CEQA website, and provide the notice to parties requesting NOE notification.

**Section 8: Location of Documents.** The administrative record for the HE is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

**PASSED, APPROVED AND ADOPTED** this 7th day of June, 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 7th day of June, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

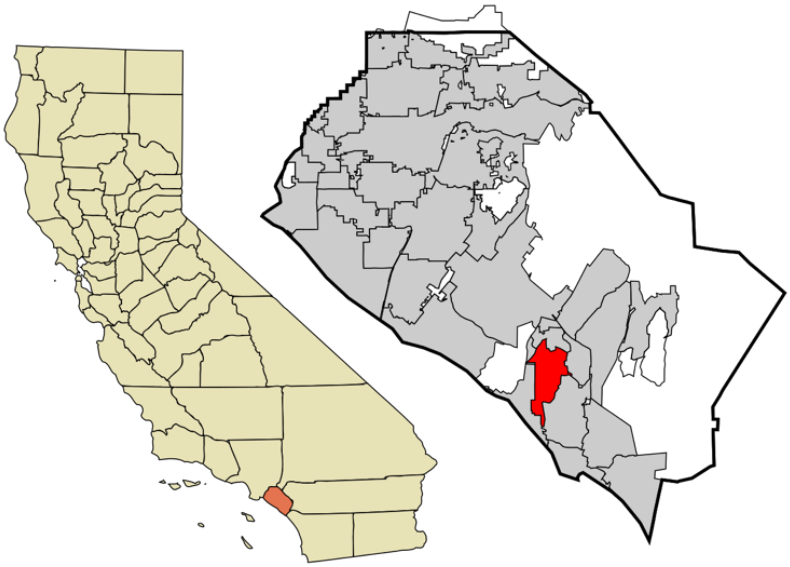
_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

# HOUSING PLAN

## INTRODUCTION

Located in southwestern Orange County, Aliso Viejo is approximately bisected by Highway 73 with Laguna Beach bordering to the southwest, Laguna Woods to the north, Laguna Hills to the east, and Laguna Niguel and unincorporated County lands to the south. A primarily residential community, Aliso Viejo offers a wide variety of housing opportunities and has adequate schools, employment, shopping, parks, and open space for the recreation and leisure needs of its residents.



The Aliso Viejo Planned Community, which comprises the majority of the City, began development in the early 1980s. Following rapid growth in the 1980s and 1990s, residential portions of the planning area reached build-out soon after the City's incorporation on July 1, 2001, becoming the 34th city in Orange County.

At the time of incorporation in 2001, the City's vacant or underutilized sites were entitled with non-residential uses as specified in the Aliso Viejo Master Development Agreement approved by the County in 1988. However, with the City's adoption of its first General Plan in 2004, the opportunity for additional housing within the community became part of the General Plan process. The Community Benefit Overlay (CBO) concept, outlined in the Land Use Element, allowed modification to existing entitlements: 1) if the proposed development could be shown to provide added benefit to the community, and 2) if property owners were willing to forego or amend the 1988 entitlements under the Master Development Agreement. One such community benefit was the provision of housing affordable to very-low- and low-income households. Through the CBO mechanism, the potential for new construction of housing affordable to lower-income households was greatly increased, and the concept furthered local, regional, and state housing goals.

## PURPOSE OF THE HOUSING ELEMENT

The Housing Element serves as a guide for future residential growth in Aliso Viejo and establishes a strategy for meeting the community's housing needs. The Housing Element is designed to achieve the following objectives set forth in state law:

1) Identify adequate sites for a range of housing opportunities;
2) Assist in the development of adequate and affordable housing;
3) Address constraints to meeting the City's housing needs; 4) Conserve and improve the condition of housing; and 5) Promote equal housing opportunities for all persons.

## SCOPE AND CONTENT OF THE HOUSING ELEMENT

The Housing Element is a mandated component of the General Plan and satisfies the requirements of State planning law. The Housing Element contains two parts – the Housing Plan and the Community Profile. The Housing Plan has three sections: 1) Introduction; 2) Issues, Goals and Policies; and 3) Housing Programs. In the Issues, Goals and Policies section, potential housing issues are identified and discussed, and goals and policies are established to address these issues. The Housing Plan describes how the goals and policies will be achieved and implemented.

The Community Profile, contained in the General Plan as Appendix C, and part of the Housing Element, analyzes community demographics and housing stock characteristics, potential constraints to housing development, and identifies resources to meet the community's housing needs.

## RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS

California planning law requires the Housing Element to be consistent with other General Plan elements. Development policies contained in the Land Use Element, which establish the location, type, density, and distribution of land uses, including housing, support the goals of the Housing Element by identifying suitable locations for a variety of housing types.

All policies and programs within this Housing Element have been analyzed and found to be consistent with the other elements of the General Plan. When future General Plan amendments are proposed, the City will evaluate other elements, including the Housing Element, to ensure consistency is maintained.

## PUBLIC PARTICIPATION

Public participation is an important component of the Housing Element update process. Government Code §65583(c)(8) states that "The local government shall make diligent effort to achieve public participation of all the economic segments of the community in the development of the housing element, and the program shall describe this effort." Public participation played an important role in the formulation and refinement of the City's housing goals and policies.

City residents and many other interested parties were encouraged to participate in the Housing Element update process and to identify housing issues of concern, recommend strategies, review the draft element, and provide recommendations to decision-makers.

Please refer to Appendix C-6 for a summary of the Housing Element public participation program.

# ISSUES, GOALS, AND POLICIES

The Community Profile provided under Appendix A established the housing needs, constraints, opportunities and resources in the City of Aliso Viejo. This section sets forth the City's goals, policies and programs to address Aliso Viejo's identified housing needs:

- **Goals** are the results that the City desires to achieve over the housing planning period. They are general expressions of values or preferred outcomes, and therefore, are abstract in nature and may not be fully attained. The goals are the basis for City policies and actions during this period.

- **Policies** are specific statements that will guide decision-making. Policies serve as the directives to developers, builders, service providers, decision makers and others who will initiate or review new development projects or seek to provide housing-related services in Aliso Viejo. Some policies stand alone as directives, but others require that additional actions be taken. These additional actions are listed under "programs" in the following section.

- Programs are the core of the City's housing strategy. Programs translate goals and

policies into actions. These include on-going programs, procedural changes, zoning ordinance changes, and other actions that implement the housing policies and help achieve housing goals. Each program identifies the responsible agency, funding source, timeframe for implementation, and specific objectives. The goals, policies, and implementation programs of the Housing Element address three Citywide issues:

1) Providing adequate opportunities for a variety of housing;
2) Maintaining quality neighborhoods and housing units that meet the needs of all income groups; and
3) Assisting special needs households and ensuring fair housing practices.

## VARIETY OF HOUSING OPPORTUNITIES

Housing needs vary depending on many factors, such as age, income, family type, household size, and mobility. A well-balanced community includes a variety of housing options. Providing a range of housing opportunities helps ensure that households of all types and sizes can find a home in Aliso Viejo that suits their needs.

**Goal H-1 Encourage a diversity of housing types and provide affordability levels within Aliso Viejo to meet the needs of community residents.**

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| Policy H-1.1 | Identify sites appropriate for the development of a variety of housing types and price ranges to meet the needs of all socioeconomic segments of the community through the disbursement of affordable units in projects. |
| Policy H-1.2 | Encourage through the use of density bonuses and rezoning to allow for residential development, development of affordable housing opportunities throughout the community, as well as development of housing for elderly and low- and moderate-income households near public transportation services. |

Policy H-1.3 Identify physical, legal, economic, and other constraints to the development of housing and collaborate with other public and private agencies to overcome such factors.

Policy H-1.4 Ensure that a portion of future residential development is affordable to low- and very-low-income households by designating certain sites as having the potential to be used for residential uses.

Policy H-1.5 Encourage development of mixed-use neighborhoods that incorporate all levels of housing with commercial and business park development in existing and future developments.

Policy H-1.6 Encourage the use of grant funds to purchase available residential units in order to increase the supply of rental and ownership units that are affordable to low- and moderate-income households.

## HOUSING AND NEIGHBORHOOD PRESERVATION

Housing and neighborhood preservation addresses two important issues: 1) improving the condition of Aliso Viejo's residential stock and neighborhoods; and 2) maintaining the supply of affordable housing. The first aspect of housing and neighborhood preservation is to provide a safe and aesthetically pleasing living environment. Improving the character of Aliso Viejo's neighborhoods also influences property values and overall quality of life. The other aspect of housing and neighborhood preservation is ensuring that access to affordable housing opportunities for lower-income households is provided throughout the community.

**Goal H-2 Create safe and aesthetically pleasing neighborhoods, and provide adequate housing to meet the needs of all household types and income groups.**

Policy H-2.1 As the City matures, maintain the quality of the housing stock through code enforcement as well as appropriate coordination with homeowner associations with regards to on-street parking, landscape maintenance, and water quality.

Policy H-2.2 Promote increased awareness of the importance of property maintenance to long-term housing quality and property values, and encourage community and neighborhood involvement in neighborhood preservation through public information and awareness, the Aliso Viejo Community Association (AVCA), City newsletters, e-news, cable television, and informational brochures at the public counter at City Hall.

Policy H-2.3 Work to preserve the affordability of publicly assisted and privately financed housing units and to discourage their conversion to market-rate housing by requiring condominium conversions to provide very-low- and low-income units, with a focus on units that currently are or were previously affordable units that may have expired or are at risk of expiring.

## AFFIRMATIVELY FURTHERING FAIR HOUSING

The City seeks to expand the range of housing opportunities provided in Aliso Viejo, including housing for seniors on fixed incomes, lower and moderate income residents (including extremely low income households), the disabled, large families, female-headed households with children, and the homeless. In order to make adequate provision for the housing needs of all segments of the community, the City must ensure equal and fair housing opportunities are available to all residents. Based on the Affirmatively Furthering Fair Housing (AFFH) analysis provided in C.7 of the Community Profile, the following goals have been established.

**Goal H-3a Ensure that all persons and household types have equal housing opportunities regardless of their special characteristics as protected under State and Federal fair housing laws.**

**Goal H-3b Increase the supply of affordable housing in high opportunity areas.**

**Goal H-3c Prevent displacement of low- and moderate-income residents with protected characteristics.**

**Goal H-3d Increase community integration for persons with disabilities.**

**Goal H-3e Ensure equal access to housing for persons with protected characteristics, who are disproportionately likely to be lower-income and to experience homelessness.**

**Goal H-3f Expand access to opportunity for protected classes.**

**Goal H-3g Collaborate with regional and local organizations.**

Policy H-3.1 Affirmatively further fair housing and promote equal housing opportunities for persons of all socioeconomic segments of the community.

Policy H-3.2 Promote housing along with supportive services to meet the special housing needs of seniors, homeless individuals and families, and the disabled.

Policy H-3.3 Encourage the provision of housing to meet the needs of families of all sizes.

Policy H-3.4 Facilitate increased participation among traditionally underrepresented groups in the public decision-making process.

Policy H-3.5 Provide increased outreach and education for the broader community of residents, residential property owners and operators regarding fair housing practices and requirements, especially through non-traditional media.

Policy H-3.6 Using best practices from other jurisdictions, explore policies and programs that increase the supply affordable housing, such as linkage fees, housing bonds, inclusionary housing, public land set-aside, community land trusts, transit-oriented development, and expedited permitting and review.

Policy H-3.7 Explore the use of CDBG funds and other grants to provide low-interest loans to single-family homeowners and grants to homeowners with household incomes of up to 80% of the Area Median Income to develop accessory dwelling units with affordability restriction on their property.

Policy H-3.8 Review existing zoning policies and explore zoning changes to facilitate the development of affordable housing.

Policy H-3.9 Align zoning codes to conform to recent California affordable housing legislation.

Policy H-3.10 Explore piloting a Right to Counsel Program to ensure legal representation for tenants in landlord-tenant proceedings, including those involving the application of new laws like AB 1482.

Policy H-3.11 Conduct targeted outreach and support to persons with disabilities, including individuals transitioning from institutional settings and individuals who are at risk of institutionalization. As part of that assistance, maintain a database of housing that is accessible to persons with disabilities.

Policy H-3.12 Consider adopting the accessibility standards adopted by the City of Los Angeles, which require at least 15 percent of all new units in city supported Low-Income Housing Tax Credit (LIHTC) projects to be ADA accessible with at least 4 percent of total units to be accessible for persons with hearing and/or vision disabilities.

Policy H-3.13 Consider incorporating a fair housing equity analysis into the review of significant rezoning proposals and specific plans.

Policy H-3.14 Study and make recommendations to improve and expand Orange County's public transportation to ensure that members of protected classes can access jobs in employment centers.

Policy H-3.15 Increase support for fair housing enforcement, education, and outreach.

Policy H-3.16 In collaboration with the Orange County Housing Authority (OCHA):

a) Attend quarterly OCHA Housing Advisory Committee to enhance the exchange of information regarding the availability, procedures, and policies related to the Housing Assistance Voucher program and regional housing issues.

b) Support OCHA's affirmative fair marketing plan and deconcentration policies by providing five-year and annual PHA plan certifications.

c) In coordination with OCHA and fair housing services provider, conduct landlord education campaign to educate property owners about State law prohibiting discrimination based on household income.

Policy H-3.17 Through the City's fair housing contractor:

a) Provide fair housing education and information to apartment managers and homeowner associations on why denial of reasonable modifications/accommodations is unlawful.

b) Conduct multi-faceted fair housing outreach to tenants, landlords, property owners, realtors, and property management companies. Methods of outreach may include workshops, informational booths, presentations to community groups, and distribution of multi-lingual fair housing literature.

# HOUSING PROGRAMS

The goals and policies outlined in the prior section address Aliso Viejo's identified housing needs, and are implemented through a series of housing programs offered primarily through the City's Community Development Department. This Housing Program identifies specific action programs the City will implement to further its housing goals and policies during the 2021-2029 planning period. The programs, arranged under ~~four~~ five headings and presented in numerical order, are designed to accomplish the following:

- Identify adequate sites to maintain a variety of housing opportunities;
- Conserve and improve the existing housing stock;
- Facilitate the development and maintenance of affordable housing;
- Address and remove unnecessary governmental constraints; and
- Ensure equal housing opportunity.

# VARIETY OF HOUSING OPPORTUNITIES

1. **Adequate Sites for New Housing and Monitoring of No Net Loss**

Aliso Viejo's share of the region's new housing need for the 2021-2029 planning period as established by the Southern California Association of Governments (SCAG) in the Regional Housing Needs Assessment (RHNA) is 1,195 units. Of these, 390 units are designated for very-low-income households, 214 are for low-income households, 205 are for moderate-income households, and 386 are for above-moderate-income households.

State law requires cities to identify adequate sites with appropriate zoning to accommodate the additional housing need for the planning period. In compliance with the requirements of state law, the City will carry out the actions described below in order to identify and rezone adequate sites commensurate with its housing need during the planning period. This includes monitoring the City's compliance with SB 166 (no net loss).

**Actions & Timeframe:**

- Immediately following HCD certification of the Aliso Viejo Housing Element, the City will process amendments to the General Plan and zoning regulations to redesignate and rezone the sites proposed for the Planned Residential Development Overlay District (PRD) to accommodate 100% of the shortfall of potential lower-income housing units to accommodate the RHNA allocation as identified in Appendix C, Table CP-32. Sites to be redesignated and rezoned shall be those identified in Appendix C, Table CP-33 and shall comply with the provisions of Government Code §65583.2.h and §65583.2.i. The amendments shall be completed by December 31, 2024.

- By December 31, 2024, the City shall take action through a lot merger to consolidate the four lots that make up the Freedom Land project to facilitate residential development on the site.

- By December 31, 2023 and annually thereafter, The City shall monitor compliance with SB 166 and develop a procedure to track:

- Unit count and income/affordability assumed on parcels included in the sites inventory.
- Actual units constructed and income/affordability when parcels are developed.
- Net change in capacity and summary of remaining capacity in meeting remaining RHNA.

- City staff ~~will~~ shall continue to provide assistance to applicants for housing developments on sites to be rezoned during the review process.
- The City ~~will~~ shall facilitate affordable multi-family development on these sites by supporting funding applications, allocating funds from the Affordable Housing Trust Fund, and/or approving modifications to development standards.
- The City will report annually to the California Department of Housing and Community Development on its progress in implementing this program.
- The City will monitor project approvals and comply with the no net loss requirements of Government Code Sec. 65863.

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| ~~**Timeframe:**~~ | ~~General Plan and zoning amendments by October 2024; annual reporting~~ |
| **Objective:** | Provide and maintain adequate sites for housing to accommodate regional needs throughout the 2021-2029 planning period (Table H-1). |
| **Responsible Agency:** | Community Development Department |
| **Funding Source:** | General Fund; grant funds, if available |

2. **Facilitate the Provision of Affordable Housing**

State Density Bonus law (Government Code Sec. 65915 et seq.) establishes incentives to encourage the provision of affordable housing, and Chapter 15.58 of the Zoning Code provides local regulations and procedures to implement State requirements. AB 2345 (2019) amended State law to revise density bonus incentives that are available for affordable housing developments.

The City has also established an affordable housing fund to assist in the provision of affordable housing. To date, the City has collected approximately $2.5 million in affordable housing in-lieu funds. The majority of the existing funds are from the Canyon Point condo conversion. The remaining balance is from a 12unit CBO project, Ventana Ridge, as well as a small percentage from the

Glenwood and Vantis CBO projects. In 2016, the City provided a loan of $2.25 million for the construction of 198 affordable units at 100 Freedom Lane, 50 of which are at or below 50% AMI and 148 units are at or below 60% AMI.

In 2021, the City allocated $154,650 of affordable housing in-lieu funds to purchase a condominium unit, which is leased to a non-profit organization for use as transitional housing for homeless families.

To encourage and facilitate affordable housing development in Aliso Viejo, including housing for extremely low-income and very low-income households, and households with special needs (such as persons with disabilities and farmworkers), the City will provide the following incentives to private developers along with information regarding the availability of funding through federal and State housing assistance:

- The City will process a Code amendment concurrent with adoption of the Housing Element to update the City's density bonus regulations in conformance with current State law by December 2028.

- The City shall priorit~~y~~izes ~~for~~ the use of in-lieu funds ~~will be~~ to assist the provision of extremely-low- and very-low-income rental housing and housing for persons with special needs. ~~which~~ This may include purchasing affordability covenants on existing rental units and/or providing incentives to non-profit developers of rental housing. These funds may also be utilized to retain affordable status on units that may require City intervention and the associated administrative costs.

- The City shall provide and maintain the list of opportunity sites on the City's website and distribute to affordable housing developers.

- Provide permit fast-tracking for projects that include housing affordable to lower-income households, prioritizing projects that include units affordable to extremely low-income households;

- Provide relaxed development standards for projects that include an affordable housing component; and

~~In 2021, the City allocated $154,650 of affordable housing in-lieu funds to purchase a condominium unit, which is leased to a non-profit organization for use as transitional housing for homeless families.~~

Actions & **Timeframe:** - Update density bonus regulations by December 2028

- Annually update website information and contact non-profit organizations and affordable housing developers via written correspondence to explore opportunities for affordable housing. Outreach should include developers and non-profit organizations with experience in development projects that include units affordable to extremely low-income households and households with special needs.

- Continue to provide regulatory and technical assistance to affordable housing developers and non-profit organizations, such as providing information on our website and pre-submittal meetings.

- Annually explore various sources of funding opportunities, including those available for low income households.

- Apply for or support applications for affordable housing funds for projects or programs that are consistent with the goals and objectives with this Housing Element.

**Objective:** New affordable housing commensurate with regional needs (Table H-1 to provide 390 very-low-income units and 214 low-income units)

**Responsible Agency:** Community Development Department

**Funding Source:** In-Lieu Housing Fund

3. **Homeownership Assistance Programs**

The City recognizes the importance of providing homeownership opportunities for lower- and moderate-income households. As a small city, Aliso Viejo does not have the financial resources to directly offer a homebuyer assistance program. However, Aliso Viejo residents are eligible to participate in several County and State programs, including the County's Mortgage Assistance Program (MAP), and California Mortgage Credit Certificates (MCC) and Homebuyer's Down payment Assistance Program (CHDAP) offered by the State:

- **MAP** provides silent (deferred payment) down payment assistance loans to assist low-income first-time homebuyers (FTHB). Eligible FTHB's annual income must not exceed 80% of the Area Median Income (AMI). The loans are designed to help with the down

payment to purchase a home. The 3% simple interest, deferred payment loan has a 30 year term and a maximum loan amount of $80,000. Homebuyers must occupy the property as their primary residence. There is a 1% minimum down payment requirement for this program and the total sales prices shall not exceed 85% of the Orange County median sales price for all homes. All applicants are required to attend a homebuyer education workshop.

- **MCC** allows qualified first-time homebuyers to reduce their federal income tax by up to 20% of the annual interest paid on a mortgage loan. With less being paid in taxes, the homebuyer's net earnings increase, enabling him/her to more easily qualify for a mortgage loan. The MCC may only be used to purchase single-family detached homes, condominiums, townhouses, or owner-occupied duplexes.

- **CHDAP** provides a deferred-payment junior loan, up to three percent of the purchase price, or appraised value, whichever is less, to be used for their down payment and/or closing costs.

The City will continue to monitor the availability of homeownership programs that are supported by other agencies and make this information available to prospective homeowners in Aliso Viejo. Such programs may include the Mortgage Credit Certificates, California Housing Finance Agency, mortgage revenue bonds, CDBG, and HOME.

The City will investigate the feasibility of developing its own homeownership assistance program with the use of CDBG funds ~~(see Program 2)~~.

**Actions & Timeframe:** - Promote MAP, MCC and CHDAP programs to residents through dissemination of information by adding the information to the City's housing webpage by December 2023.

- Continue to refer residents to County of Orange Affordable Housing Clearinghouse and the CA Housing Finance Agency for assistance.

~~Annual updates to information posted on the City website~~

**Program Objective:** Provide MAP, MCC, and CHDAP program information on the City's website. ~~home buyer assistance information to potential homeowners in Aliso Viejo~~

**Responsible Agency:** County of Orange Affordable Housing Clearinghouse and Community Development Department

**Funding Source:** General Fund; County and State homebuyer assistance programs

4. **Section 8 Housing Choice Vouchers**

The Orange County Housing Authority (OCHA) is responsible for administering the Housing Choice Voucher Program, also known as Section 8 housing. The Section 8 Housing Choice Vouchers program extends rental subsidies to very-low-income households and seniors who spend more than 30 percent of their income on rent. The amount of subsidy is equal to the difference between the excess of 30 percent of monthly income and actual rent. ~~The program is administered by the Orange County Housing Authority (OCHA) and f~~Funding is determined by the federal government; therefore, the City has no ability to determine the number of vouchers available in Aliso Viejo. While the City does not administer the Section 8 Housing Vouchers program, approximately 145 referrals were made to OCHA between 2013 and 2021.~~The City will provide information regarding the Section 8 program on the City website and other locations in the City.~~

**Actions &Timeframe:** ~~Throughout the planning period~~

- Continue to promote the Housing Choice Voucher program to residents and property owners through the dissemination of brochures and public counters, providing information on the City's website, and referring residents and property owners to OCHA.

- Work with OCHA to promote and accept the Housing Choice Vouchers through outreach and education to renters and rental property managers. Specifically, California legislature passed SB 329 in 2019, which redefines source of income as "lawful, verifiable income paid directly to a tenant or to a representative of a tenant, or paid to a housing owner or landlord on behalf of a tenant, including federal, state or local public assistance, and federal, state, or local housing subsidies, including, but not limited to, federal housing assistance vouchers issues under Section 8 of the United States Housing Act of 1937." SB 222 passed in 2019 also

| | |
|---|---|
| | extends the same protection to VASH (Veterans Affairs Supportive Housing) voucher recipients.<br>- Add information and links to OCHA Housing Choice Voucher programs to the City's website by December 2023. |
| **Program Objective:** | ~~The City will continue to promote the use of Section 8 Housing Choice Vouchers in Aliso Viejo with the objective of expanding assistance to very-low-income households. Specifically, the City will make referrals to OCHA, advertise the program on the City website and in newsletters, and distribute information at the public counter at City Hall throughout the planning period~~<br>- Annually promote the use of Housing Choice Vouchers by providing informational materials to rental property managers and to the community through various communication outlets including print and social media. |
| **Responsible Agency:** | Orange County Housing Authority; Community Development Department |
| **Funding Source:** | HUD Section 8 funds |

5. OCHA Special Needs Groups Rental Assistance Program

In addition to the Section 8 Housing Choice Vouchers program, the Orange County Housing Authority (OCHA) administers the Special Housing Programs (SHP) which provides rental assistance programs targeting special needs groups, including families whose children are at risk of being placed in out-of-home care, persons with disabilities, the homeless, and seniors. These programs include:

- Family Unification: This program provides Section 8 assistance to families whose children are at risk of being placed in out-of-home care or delayed in returning from care because of the families' inadequate housing.
- Aftercare for Disabled: This program provides Section 8 assistance specifically for disabled applicants.
- Shelter Plus Care: This program provides Section 8 assistance to homeless persons with disabilities.
- HOPE IV - Elderly Independence: This program provides Section 8 assistance to frail seniors.

The City has no ability to determine funding levels or the number of persons served by these programs, but will continue to promote these assistance programs on the City website and other locations.

**Responsible Agency:** Community Development Department

**Program Objective:** Continue to assist OCHA in promoting its Special Needs Groups Rental Assistance Programs in Aliso Viejo with the objective of expanding assistance to additional households with special needs. Specifically, the City will make referrals to OCHA, advertise the program on City website and newsletters, and distribute information at the public counter at City Hall.

**Actions & Timeframe:** ~~Continuously throughout the planning period~~

- Continue to promote the SHP to residents and property owners through the dissemination of brochures and public counters, providing information on the City's website, and referring residents OCHA.

-Annually promote the SHP to residents through various communication outlets including print and social media.

**Funding Source:** General Fund

6. **City Grants for Special Needs Groups**

The City currently provides local community assistance grants for human and social service groups, including domestic violence shelters and homelessness prevention. Since 2005, the City has provided approximately $34,000 in grants to Laura's House, a State-approved comprehensive domestic violence agency serving residents in southern Orange County. Their target population is battered women and children who are coping with the effects of domestic violence, needing emergency shelter, support, education and counseling. The City has also provided over $83,000 in community assistance grants to South County Outreach (SCO). SCO provides services that include food and rental and utility bill financial assistance to Aliso Viejo individuals and families consisting of seniors, youth, children, the disabled, unemployed and those in crisis.

In addition, the City provides non-competitive grants to after-school and senior programs. Since 2003, the City has provided Age Well Senior Services (formerly South County Senior Services), which provides adult day care for older adults with multiple chronic illnesses, with approximately $188,000 in grant funding.

On an annual basis, the City solicits community assistance grant applications from a variety of local non-profit service based organizations and the allocation of funding fluctuates depending on City budgetary constraints.

**Actions & Timeframe:** ~~Throughout the planning period~~
–Annually solicit and award grant applications from a variety of local non-profit service based organizations.
-Allocate 50% of its Human and Social Services community assistance grant budget to incorporate homelessness prevention programs, programs for the disabled, and domestic violence support programs into the annual cycle of grant funding.

**Responsible Agency:** Community Services Department

**Funding Source:** General Fund

**Program Objective:** ~~The City will allocate 50% of its Human and Social Services community assistance grant budget to incorporate homelessness prevention programs, programs for the disabled, and domestic violence support programs into the annual cycle of grant funding.~~ To continue to support and provide grant funding to a variety of local non-profit service based organizations to serve the community's needs.

## HOUSING AND NEIGHBORHOOD PRESERVATION

### 7. Code Enforcement

The Code Enforcement Program is operated through the City's Building Department. Code Enforcement staff responds to complaints related to substandard housing, property maintenance, overgrown vegetation, trash and debris, improper occupancy, and other nuisance and zoning complaints. In addition, the City will continue to implement and enforce the most recent provisions of the California Building Code. Where violations are identified, property owners will be referred to programs that provide financial assistance for rehabilitation. To increase awareness of property maintenance requirements, information on common code violations will be provided at the public counter, on the City's website, and periodically in the City newsletter or social media accounts.

**Actions & Timeframe:** ~~Throughout the planning period~~
- To encourage the conservation and maintenance of existing units in compliance with building code, zoning

and environmental standards, on an annual basis the City will provide public educational information on their website about property maintenance requirements. Information on common code violations will be provided at the public counter, on the City's website, and periodically in the City's publications.

- Ongoing implementation and annual monitoring throughout the planning period.

**Responsible Agency:** Building Department, Code Enforcement Division
**Funding Source:** General Fund
**Program Objective:** ~~The City's Code Enforcement Staff will continue to enforce property maintenance standards and adopted City Building and Zoning codes. The City will promote the importance of property maintenance to long-term housing quality and property values, and encourage community and neighborhood involvement in neighborhood preservation through the Aliso Viejo Community Association (AVCA), City newsletters, enews, cable television, and informational brochures at the public counter at City Hall. As opportunities become available, the City will consider directing resources to assist home rehabilitation and refer property owners to assistance programs.~~
One annual educational campaign about maintenance requirements on social media by December 31 of each year.

## 8. Conservation of Existing and Future Affordable Units

Aliso Viejo has several multi-family housing projects with units affordable to households earning lower incomes. None of these is at risk of converting to market-rate housing during this Housing Element period. 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 and pursue options to preserve the affordable housing units.

Timeframe: Throughout the planning period
Annually monitor the status of affordable units and notify property owners of potential conversion to market rate housing, and pursue options to preserve the units.
Responsible Agency: Community Development Department
Funding Source: General Fund

Program Objective: ~~Annually, the City will monitor the status, notify residents of potential conversion to market rate housing, and pursue options to preserve the units.~~ To maintain existing and future affordable units and prevent them from converting to market- rate units.

# REDUCE GOVERNMENTAL CONSTRAINTS TO HOUSING

## 9. Streamlined Residential Permit Processing

In order to facilitate affordable housing development, the City will offer streamlined priority processing for applications that include affordable units. Assistance will include pre-filing meetings to clarify application requirements, expedited review of application materials, and administrative assistance with grant funding applications. The City will ~~also process a Zoning Code amendment~~ establish~~ing~~ SB 35 review procedures and objective standards for qualifying projects, and post zoning, development standards, and fees on the City's website by December 2023.

**Actions & Timeframe:** ~~Throughout the planning period; Zoning Code amendment by October 2022~~

- Continue to provide assistance and expedited review to projects proposing affordable units.
- Establish SB 35 review procedures and objective standards by December 2025.

**Responsible Agency:** Community Development Department

**Funding Source:** General Fund

**Program Objective:** Minimize permit processing time to reduce development costs for affordable housing.

## 10. Housing for Persons with Special Needs

Transitional housing, supportive housing, emergency shelters and low barrier navigation centers help to address the needs of persons who are homeless or at risk of becoming homeless.

Emergency shelters provide short-term aid to persons who are homeless and involve limited supplemental services. Transitional and supportive housing, in contrast, is directed at removing the basis for homelessness. Transitional and supportive housing is provided for an extended period of time and may be combined with other supportive services to assist in the transition from homelessness to self-sufficiency.

AB 2162 (2018) amended State law to require that supportive housing be a use by-right in zones where multi-family and mixed uses are permitted, including

non-residential zones permitting multi-family uses if the proposed housing development meets specified criteria. The City's code permits by-right, both supportive and transitional housing in all zones where residential is allowed, including mixed use and non-residential. AB 101 (2019) added the requirement that low barrier navigation centers meeting specified standards be allowed by-right in areas zoned for mixed use and in non-residential zones permitting multifamily uses pursuant to Government Code Sec. 65660 et seq. AB 139 (2019) modified State law regarding parking standards for emergency shelters. The City is currently processing Code amendments to address these requirements consistent with State law.

Residential care facilities provide 24-hour non-medical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living. The City will review current zoning regulations for ~~such~~ all ~~facilities~~ residential care facility types and shall amend regulations to ensure conformance with applicable law.

Consistent with the Employee Housing Act (Health and Safety Code Section 17021.5) agricultural employee housing for six or fewer employees shall be treated as a single-family structure and permitted in the same manner as other dwellings of the same type in the same zone. An amendment to the Zoning Code will be processed in compliance with this requirement.

| | |
|---|---|
| Action and Timeframe: | - The City shall review the Zoning Code for consistency with AB 101, AB 139, and AB 2162. Code amendments shall be complete by ~~October~~ December 202~~2~~4 |
| Responsible Agency: | Community Development Department |
| Funding Source: | General Fund |
| Program Objective: | ~~Encourage~~ Facilitate the provision of transitional/supportive housing, emergency shelters, low barrier navigation centers and agricultural employee housing consistent with State law. |

### 11. Accessory Dwelling Units

Accessory dwelling units (ADUs) provide an important source of affordable housing for seniors, young adults and other low- and moderate-income households. Section 15.14.080 of the Zoning Code contains regulations and procedures for accessory residential units (ADUs) and junior accessory dwelling units (JADUs). The City's 2012 ADU ordinance will be updated by December 2023 to comply with state law. The City will continue to monitor changes to State ADU law by December 31st, annually ~~and update regulations as necessary to ensure ongoing conformance.~~ The City will continue to encourage ADU

production ~~through targeted public information and identification of a designated planner to provide assistance to ADU applicants.~~ by creating an ADU dedicated webpage on the City's website that will be continuously monitored and updated by December 31, 2023.

| | |
|---|---|
| Actions & Timeframe: | Adopt Code amendment~~s~~ by ~~October 2022~~December 2023 |
| Responsible Agency: | Community Development Department |
| Funding Source: | General Fund |
| Program Objective: | 8 ADUs during the planning period |

# EQUAL ACCESS TO HOUSING

## 12. Affirmatively Furthering Fair Housing

Section C.7 of the Community Profile summarizes the fair housing issues and concerns in Aliso Viejo based on findings of the 2020 Regional Analysis of Impediments to Fair Housing and additional research conducted as part of this Housing Element update.

The City of Aliso Viejo is committed to promoting and providing housing opportunities through meaningful actions. In summary, the City of Aliso Viejo offers very high opportunity areas, which are defined by the State as places that currently have strong economic, environmental, and educational outcomes, but face challenges in providing a range of housing types and prices suitable for lower-income households. Providing a range of affordable housing can help foster more inclusive communities and increase access to opportunities for low-income persons, the elderly, persons with disabilities, and other protected classes. The goals outlined in the table below address top three fair housing issue categories, along with the previous programs that promote affordable housing development, contribute to further addressing the fair housing issue areas that exist in the city.

The following table summarizes fair housing issues, contributing factors, goals to address issues, specific City commitments to the program, time frame, and metrics the City will use to achieve the goals. The actions listed below, along with the programs above, are designed to cumulatively contribute to AFFH goals.

| AFFH Identified Fair Housing Issues | Contributing Factors | City Commitments | Timeframe and *Metrics* |
|---|---|---|---|
| Housing Disparities for Low-income Residents and Displacement Risk<br><br>Goal - Expand access to opportunity for all protected classes | 1. Location and type of affordable housing<br><br>2. Lack of access to opportunity due to high housing costs<br><br>3. Insufficient fair housing outreach and enforcement<br><br>4. Availability of affordable housing<br><br>5. Availability of affordable units in a range of sizes<br><br>6. Insufficient Housing Choice Vouchers<br><br>7. Displacement of residents due to economic pressures | 1. Identify sites in high opportunity areas for new housing development.<br><br>2. Review policies and programs that increase the supply of affordable housing and ensure they facilitate development.<br><br>3. Through the Fair Housing Foundation, the City will conduct landlord/tenant education campaign to educate property owners, apartment managers, homeowner associations on ~~about State~~ fair housing laws such as discrimination and reasonable accommodations. ~~prohibiting discrimination and based on household income.~~<br><br>4. Encourage development of a range of affordable housing types, including senior housing and housing that accommodates persons with disabilities.<br><br>5. Encourage the development of ADUs in appropriate locations to expand housing opportunities for all income levels.<br><br>6. Promote Housing Choice Vouchers (Section 8) offered by the Orange County Housing Authority (OCHA)<br><br>7. Through the Fair Housing Foundation provide a tenant rights education and information campaign to educate renters about their rights.<br><br>8. ~~Through the Fair Housing Foundation, the City will annually provide fair housing~~ | 1. To be conducted annually beginning in FY 23/24. *Track number of sites identified, and through written communication contact local affordable housing developers by December 31st of each year informing them of the City's opportunity sites.*<br><br>2. To be conducted annually by December 31st of each year beginning in FY 23/24. *Monitor production of affordable housing, with the goal of developing 809 low and moderate income affordably units within the Planning period.*<br><br>3. To be conducted annually by December 31st of each year beginning in FY 23/24. *Track participants and engagements of education campaign events, with the goal of seeing at least 5 people participate/engage in events.*<br><br>4. Update information and materials to promote the development of diverse types of affordable housing. *Track the number of reasonable accommodation requests submitted to the City.* |

| AFFH Identified Fair Housing Issues | Contributing Factors | City Commitments | Timeframe and *Metrics* |
|---|---|---|---|
| | | ~~education and information to apartment managers and homeowner associations on why denial of reasonable modifications/accommodations is unlawful.~~<br><br>9. ~~Through the Fair Housing Foundation, the City will annually conduct fair housing outreach to tenants, landlords, property owners, realtors, and property management companies.~~ | 5. Develop ADU informational materials, such as "as built" sample plans to promote the development of ADUs in the City by FY 23/24. *Monitor the production and affordability of ADUs annually, with the goal of seeing at least 1 ADU permit approved per year.*<br><br>6. The City shall attend OCHA Housing Advisory Commission meeting to enhance the exchange of information regarding the availability, procedures, and policies related to the Housing Assistance Voucher program and regional housing issues. *The City shall track quarterly attendance.*<br><br>7. To be conducted annually. *Track participants and engagement of events, workshops, City website posts, with the goal of seeing at least 5 people participate/engage in the event .* |

| AFFH Identified Fair Housing Issues | Contributing Factors | City Commitments | Timeframe and *Metrics* |
|---|---|---|---|
| ~~Protecting Existing Residents from Displacement~~ | ~~8. Displacement of residents due to economic pressures~~<br><br>~~9. Availability of affordable housing~~<br><br>~~10. Availability of affordable units in a range of sizes~~ | | |
| Insufficient Outreach and Education of Existing Resources for Persons with Disabilities and Single Female-headed Households<br><br>Goal – Bring Existing Resources to Protected Classes | 1. Lack of outreach and education regarding supportive services for persons with disabilities<br><br>2. Lack of education regarding ~~access to~~ resources available in the City and County, such as schools, transportation, and other in-home or community resources, for persons with disabilities and single female-headed households | 1. Review and amend if necessary the City's Housing and Reasonable Accommodation regulations and procedures.<br><br>2. Partner with the County of Orange Social Services Agency to provide information to residents about supportive services for persons with disabilities and single female-headed households.<br><br>3. Partner with OCTA and publish public transit programs that service the area such as OC Flex, OC ACCESS Service, and youth rider free pass. | 1. Review/amend regulations and procedures *by the end of FY 23/24.*<br><br>2. To be conducted annually by December 31st of each year. *Track marketing of supportive services via traditional publication and nontraditional marketing (e.g., website).*<br><br>3. To be conducted bi-annually by December 31st of each year. *Track marketing of supportive services via traditional publication and nontraditional marketing (e.g., website).* |

| AFFH Identified Fair Housing Issues | Contributing Factors | City Commitments | Timeframe and *Metrics* |
|---|---|---|---|
| Substandard Conditions<br><br>Goal – Educate, Outreach, and Reduce Existence of Substandard Conditions | 1. Age of housing stock and insufficient affordable and healthy homes for very-low incomes<br><br>2. Lack of insufficient outreach and education on code enforcement<br><br>3. Insufficient funding for cost repairs or rehabilitation<br><br>4. Via Iglesia neighborhood have homes in need of repairs | 1. Add information about City's Code Enforcement service on the City's website for renters and owners.<br><br>2. Create educational materials about healthy homes, what is considered substandard housing, and the City's code enforcement service to be posted on City's website and during outreach events. | 1. Information added on City's website to be completed by the end of FY 23/24. *Conduct one annual informational campaign on Code Enforcement services.*<br><br>2. Educational materials to be completed by the end of FY 23/24 and posted to the City's website. *Annually update educational materials and track where the materials have been disseminated with the goal of having Code Enforcement provide materials to one home substandard home annually.* |

Actions, Timeframe, & Metrics: See above table ~~Throughout the planning period~~

Responsible Agency: Community Development Department; Fair Housing Foundation; Code Enforcement, OCHA, OCTA

Funding Source: County Housing Funds

Program Objectives: Inform residents and owners on fair housing issues and assist in getting their housing concerns and issues addressed by the appropriate agencies over the eight year planning period.

Continue to support fair housing services in Aliso Viejo by advertising fair housing services on the City website and at the public counter at City Hall, library, post office, and other community locations.

Continue to implement administrative procedures set forth in Municipal Code Chapter 15.66 to ensure

reasonable accommodation in housing for persons with disabilities.

Continue to implement actions to affirmatively further fair housing as described in the 2020-2024 Orange County Analysis of Impediments to Fair Housing Choice.

# ENERGY CONSERVATION

### 13. Encourage Energy Conservation

The Zoning Code includes a Green Building Program that offers incentives such as expedited processing and/or fee waivers when project proponents agree to incorporate environmentally sensitive sustainable and energy efficient construction techniques into their projects. Expedited permit processing is provided for all building permits for solar voltaic, solar thermal systems, tankless water heaters, windows and/or doors containing glass, high-efficiency heating, ventilation, and air conditioning (HVAC) systems. Furthermore, the Solar Energy Education Program complements the Green Building Program by encouraging use of passive solar systems in new and rehabilitated residential construction to improve energy efficiency of housing units. Daytime interior lighting costs can be significantly reduced or eliminated with the use of properly designed and located skylights, which can be easily installed at reasonable expense in existing houses, thereby substantially reducing electricity costs and energy consumption. Solar energy is a practical, cost effective, and environmentally sound way to heat and cool a home. Other opportunities for energy conservation in Aliso Viejo include continued implementation of State Title 24 building construction standards, complying with Energy Star conservation standards, and considering appropriate building orientation and landscaping during the development/design review process through implementation of the Zoning Ordinance.

| | |
|---|---|
| Timeframe: | ~~Throughout the planning period~~ Annually conduct an Energy Conservation campaign through social media to educate residents how to save energy. |
| Responsible Agency: | Community Development Department |
| Funding Source: | General Fund |
| Program Objective: | ~~Encourage~~ Provide energy conservation education to residents. |

# QUANTIFIED HOUSING OBJECTIVES

The City's objectives for new housing construction, rehabilitation, and conservation for the 2021-2029 planning period are summarized in Table H-1.

Table H-1
Quantified Objectives – 2021-2029

| Program Category | Income Category | | | | | |
|---|---|---|---|---|---|---|
| | Extremely Low | Very Low | Low | Mod | Upper | Totals |
| New Construction | 195 | 195 | 214 | 205 | 386 | 1,195 |
| Rehabilitation | 2 | 3 | 5 | - | - | 10 |
| Conservation | 5 | | 28 | | | 528 |

# C: COMMUNITY PROFILE

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# C-1. INTRODUCTION

The City strives to achieve a balanced housing stock that meets the varied needs of all income segments of the community. To accomplish this goal, a comprehensive assessment of community housing needs, obstacles to future housing opportunity, and an assessment of available resources must be undertaken.

## DEMOGRAPHIC AND HOUSING ANALYSIS

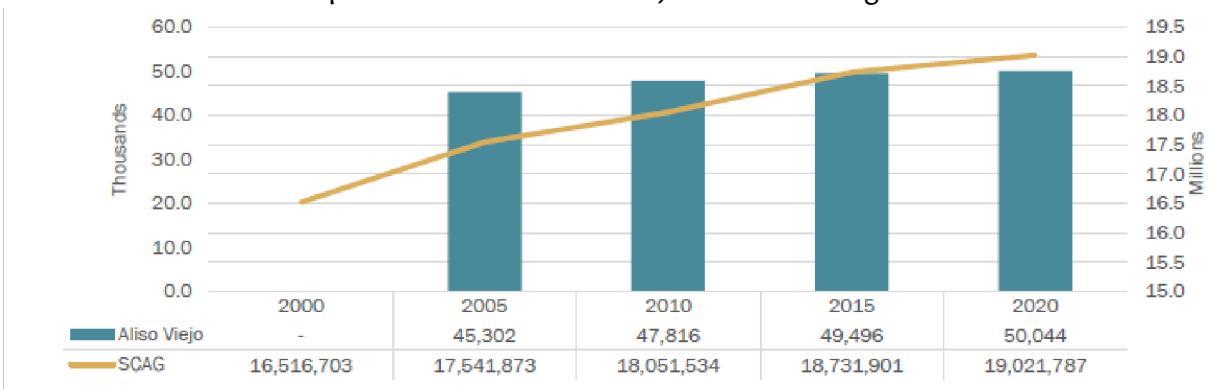
Factors such as age, cultural preferences, household size, occupation, and income combine to influence the types of housing needed and the ability to afford housing. These demographic characteristics, balanced with an analysis of existing housing stock conditions, help determine a community's housing needs.

The statistics included here are from recent data from the U.S. Census, the California Department of Finance (DOF), the California Employment Development Department (EDD), the Southern California Association of Governments (SCAG), and other relevant sources.

## POPULATION CHARACTERISTICS

Aliso Viejo's population in 2020 was approximately 50,044. As the City has approached full development population growth has slowed, with an increase of only about 550 persons during the 5-year period from 2015 to 2020 (Table CP-1).

Table CP-1
Population Trends: Aliso Viejo and SCAG Region




| | 2000 | 2005 | 2010 | 2015 | 2020 |
|---|---|---|---|---|---|
| Aliso Viejo | - | 45,302 | 47,816 | 49,496 | 50,044 |
| SCAG | 16,516,703 | 17,541,873 | 18,051,534 | 18,731,901 | 19,021,787 |

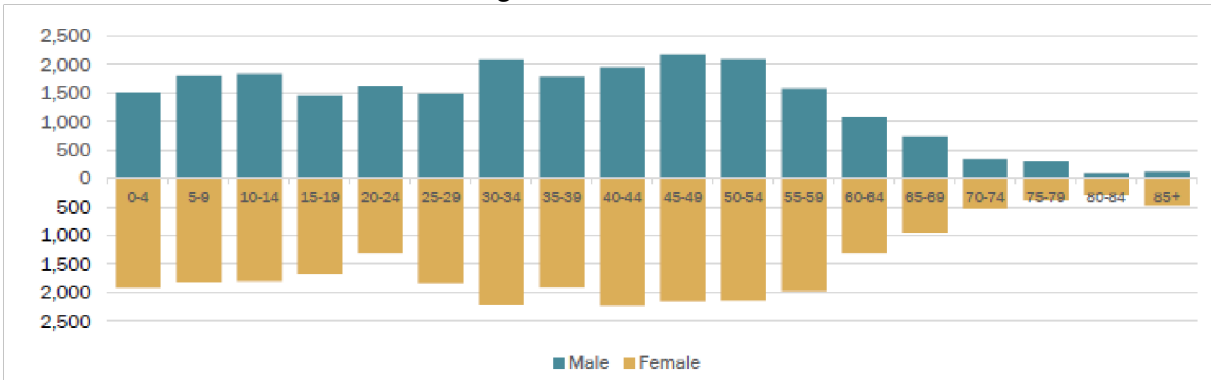
*CA DOF E-5 Population and Housing Unit Estimates*

## AGE CHARACTERISTICS

A community's housing needs are affected by the age characteristics of residents. Typically, each age group has distinct lifestyles, family type and size, incomes, and housing preferences. As people move through each stage of life, housing needs and preferences change.

The share of Aliso Viejo's population under 18 years of age is 24.6%, which is slightly higher than the regional share of 23.4%. Aliso Viejo's seniors (65 and above) make up about 8.3% of the population, which is substantially lower than the regional share of 13% (Table CP-2).

Table CP-2
Age Characteristics




*American Community Survey 2014-2018 5-year estimates*

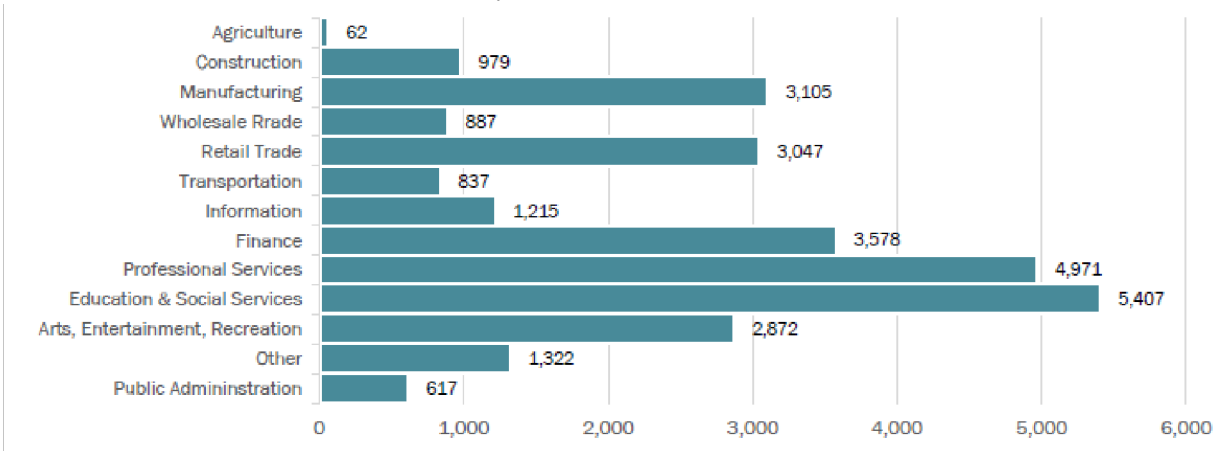
## OCCUPATION AND LABOR PARTICIPATION

Employment has an important impact on housing needs. Different jobs and income levels affect the type and size of housing a household can afford. In addition, employment growth within a region typically results in an increase in housing demand.

According to recent Census data, Aliso Viejo has 28,899 workers living within its borders who work across 13 major industrial sectors (Table CP-3). The most prevalent industry is Education & Social Services with 5,407 employees (18.7% of total) and the second most prevalent industry is Professional Services with 4,971 employees (17.2% of total).

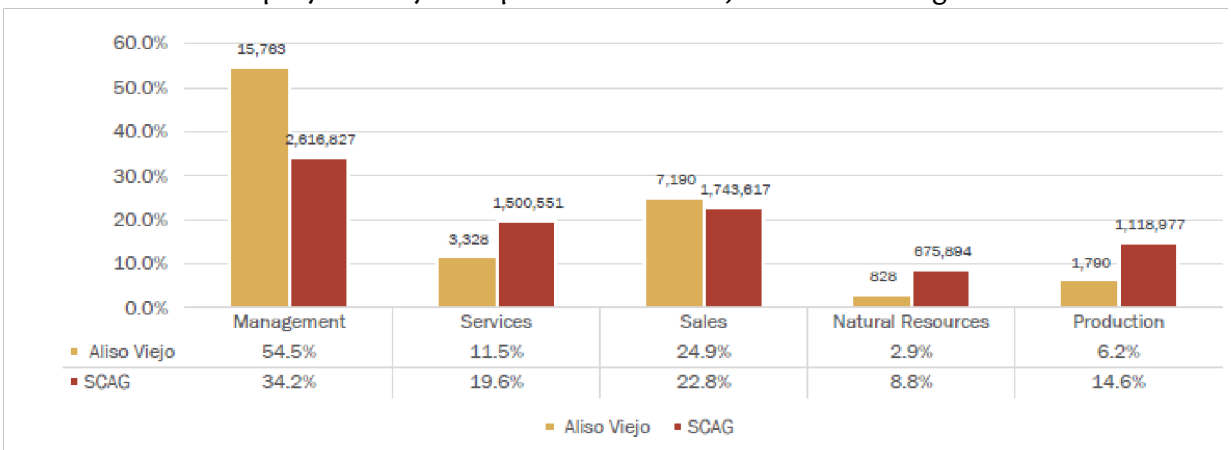
The most prevalent occupational category in Aliso Viejo is Management, in which 15,763 (54.5% of total) employees work. The second-most prevalent type of work is in Sales, which employs 7,190 (24.9% of total) in Aliso Viejo (Table CP-4).

Table CP-3
Employment by Industry




*American Community Survey 2014-2018 5-year estimates using groupings of 2-digit NAICS codes.*

Table CP-4
Employment by Occupation – Aliso Viejo and SCAG Region




*American Community Survey 2014-2018 5-year estimates using groupings of SOC codes.*

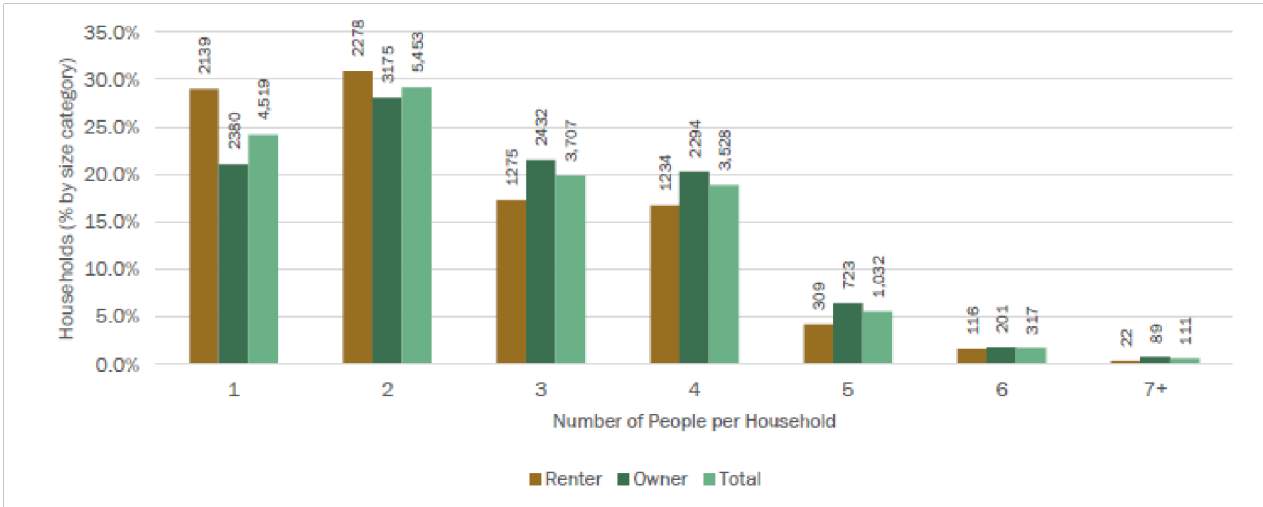
# HOUSEHOLD CHARACTERISTICS

A household is defined by the Census as all persons who occupy a housing unit, which may consist of a family, a single person, or unrelated persons sharing a housing unit. Persons residing in group quarters such as dormitories or retirement homes are not considered households. A community's household characteristics serve as an important indicator of the type and size of housing needed.

Household size is an important indicator of housing need. The presence of families with children, students, and elderly persons, among other groups, can have different effects on the household size in a community.

Recent Census data reported that the most commonly occurring household size is two persons (29.2%) while the second-most commonly occurring household size is one person (24.2%). Aliso Viejo has a slightly higher share of single-person households than the SCAG region overall (24.2% vs. 23.4%) and a much lower share of large households with 7+ persons than the SCAG region overall (0.6% vs. 3.1%). This suggests that the need for smaller units is significantly greater than for large units, especially among renters (Table CP5).

Table CP-5
Household Size by Tenure

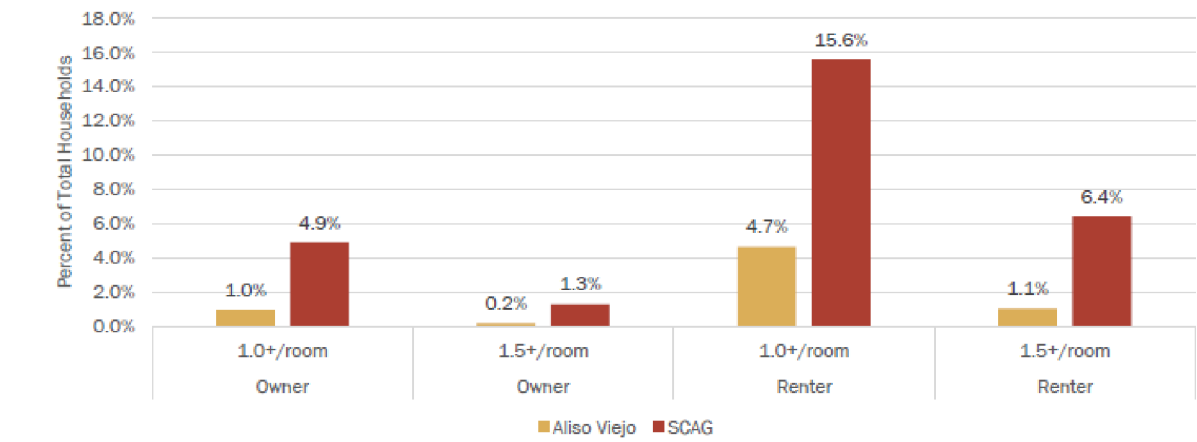



*American Community Survey 2014-2018 5-year estimates.*

# OVERCROWDING

The Census defines overcrowding as households with more than one person per room, excluding kitchens, bathrooms, and porches. Overcrowding can result when a shortage of larger units exists within a community or in cases where high housing costs force families to take on additional roommates or choose smaller units. Overcrowding also tends to accelerate deterioration of housing. Therefore, maintaining a reasonable level of occupancy and alleviating overcrowding are important objectives.

Table CP-6
Overcrowding by Tenure: Aliso Viejo and SCAG Region




*American Community Survey 2014-2018 5-year estimates.*

According to recent Census data, overcrowding in Aliso Viejo is much less prevalent than for the County as a whole. Only about 1 percent of owner households and 6 percent of renter households in Aliso Viejo were reported to be overcrowded compared to 6 percent of owners and 22 percent of renters throughout the SCAG region (Table CP-6). Housing Program 1, Adequate Sites for New Housing, will help to alleviate problems associated with overcrowding by expanding housing opportunities in the City. Housing Program 2, Facilitate the Provision of Affordable Housing, and Housing Program 3, Homeownership Assistance Programs, can reduce the problem of overcrowding for large-renter households by making it more feasible for these households to rent or purchase suitable homes. In addition, Housing Program 4, Section 8 Housing Choice Vouchers, and Program 5, OCHA Special Needs Groups Rental Assistance Program (Family Unification), can assist renter households experiencing overcrowding by making rental assistance available to facilitate moving into larger units.

## HOUSEHOLD INCOME AND OVERPAYMENT

Income is one of the most important factors affecting housing opportunities available to a household, determining the ability to balance housing costs with other basic necessities. While housing choices, such as tenure (owning versus renting) and location are mostly income-dependent, household size and type also affect the proportion of income that can be spent on housing.

"Overpayment" is defined as paying more than 30 percent of gross income for housing expenses, including utilities. Overpayment is much more prevalent among lower-income households, as shown in Table CP-7.

As shown in Table CP-7, 20% of renters in Aliso Viejo and 16% of homeowners overpay for housing. The majority of renters that overpay are in the lower income groups, with 52% in the extremely low-income group and 43% in the very low-income group severely overpaying for housing (over 50% of their monthly income). Comparatively, 29% of extremely low-income owners and 15.0% of very low-income owners are severely overpaying. Therefore, while overpayment is more predominate among lower income renter households, overpayment is an issue for both renter and owner households. Slightly more than one-third (36%) of all households in Aliso Viejo overpay for housing.

Table CP-7
Overpayment by Income Category and Tenure

| Housing Cost Burden | Owner | | Renter | | Total |
|---|---|---|---|---|---|
| Cost Burden <=30% | 8,065 | 44% | 3,620 | 20% | 11,685 |
| Cost Burden >30% to <=50% | 1,905 | 10% | 1,870 | 10% | 3,775 |
| Cost Burden >50% | 1,080 | 6% | 1,805 | 10% | 2,885 |
| Cost Burden Not Available | 90 | <1% | 90 | <1% | 180 |
| **TOTAL** | **11,135** | **60%** | **7,380** | **40%** | **18,515** |
| **Income By Cost Burden** | Burden >30% | Burden >50% | Burden >30% | Burden >50% | Total Households |
| Household Income <=30% | **580** | **515** | **965** | **945** | **1,805** |
| Household Income >30% to <=50% | **415** | **265** | **1,070** | **755** | **1,750** |
| Household Income <=50% to <=80% | **650** | **180** | **1,175** | **105** | **2,815** |
| Household Income <=80% to >=100% | **605** | **90** | **255** | **0** | **2,200** |
| Household Income >100% | **735** | **30** | **210** | **0** | **9,950** |
| TOTAL | **2,985** | **1,080** | **3,675** | **1,805** | **18,515** |
| *Source: HUD CHAS, 2013-2017* | | | | | |

| ~~Income by Cost Burden~~ | ~~Cost Burden > 30%~~ | ~~Cost Burden > 50%~~ | ~~Total~~ |
|---|---|---|---|
| | | | |
| | ~~660~~ | ~~635~~ | ~~790~~ |
| | ~~710~~ | ~~640~~ | ~~810~~ |
| Household income > 50% to ≤ 80% HAMFI<br>~~Household income > 80% to ≤ 100% HAMFI~~ | ~~1,185~~ | ~~425~~ | ~~1,240~~ |
| | ~~725~~ | ~~10~~ | ~~1,095~~ |
| | ~~325~~ | ~~–~~ | ~~3,435~~ |
| | ~~3,605~~ | ~~1,710~~ | ~~7,375~~ |

| | | | |
|---|---|---|---|
| **Renters**<br>Household income ≤ 30% HAMFI<br>Household income > 30% to ≤ 50% HAMFI<br><br>Household income ≥ 100% HAMFI<br>Total<br>**Owners**<br>Household income ≤ 30% HAMFI<br><br>Household income > 80% to ≤ 100% HAMFI<br>Household income ≥ 100% HAMFI<br>Total<br>Notes: | | | |
| | ~~580~~ | ~~520~~ | ~~695~~ |
| Household income > 30% to ≤ 50% HAMFI<br>~~Household income > 50% to ≤ 80% HAMFI~~ | ~~205~~ | ~~145~~ | ~~340~~ |
| | ~~545~~ | ~~325~~ | ~~930~~ |
| | ~~640~~ | ~~105~~ | ~~1,155~~ |
| | ~~1,240~~ | ~~80~~ | ~~8,175~~ |
| | ~~3,210~~ | ~~1,175~~ | ~~11,295~~ |

HAMFI = HUD Area Median Family Income
≤ = less than or equal to
≥ = greater than or equal to

| | Households by Share of Income Spent on Housing Cost: | | |
|---|---|---|---|
| **Income** | < 30% | 30-50% | > 50% |
| < 30% HAMFI | 105 | 124 | 1,025 |
| 30-50% HAMFI | 240 | 185 | 695 |
| 50-80% HAMFI | 640 | 1,535 | 670 |
| 80-100% HAMFI | 730 | 935 | 135 |
| > 100% HAMFI | 9,830 | 1,460 | 134 |
| *Total Households* | *11,545* | *4,239* | *2,659* |

*HUD CHAS, 2012-2016. HAMFI refers to Housing Urban Development Area Median Family Income.*

## Extremely-Low-Income Households

Housing the extremely-low-income population (below 30% of area median income) can be especially challenging. According to CHAS data from 2006-2010 to 2015-2019 data, Aliso Viejo's extremely low-income households make up 5% to 9% of all households showing an upward trend over the 10 years. Table CP-8 provides a breakdown of extremely-low-income households by race, ethnicity and tenure. The race/ethnicity with the highest share of extremely-low-income households in Aliso Viejo is Black, non-Hispanic

(22.4% compared to 7.7% of total population). About 12 percent of renter households had extremely-low incomes as compared to approximately 5 percent of owners. As shown in Table CP-7 above, overpayment is most prevalent among extremely-low-income households, both owners and renters.

Pursuant to Government Code Section 65583(a)(1), 50% of Aliso Viejo's very low-income regional housing needs assigned by HCD are projected to be extremely low-income households. As a result, from the very low-income need of 390 units, the City has a projected need of 195 units for extremely low-income households (i.e., households earning 30% or less of the average median income). Based on current figures, extremely low-income households will most likely be facing an overpayment, overcrowding, or substandard housing conditions. Some extremely low-income households could include individuals with mental or other disabilities and special needs. To address the range of needs of ELI households, the City will implement several programs including the following programs (refer to the Housing Plan for more detailed descriptions of these programs): ~~The Housing Plan addresses the needs of ELI households through~~ Program 2, Facilitate the Provision of Affordable Housing, and Housing Program 3, Homeownership Assistance Programs, by making it more feasible for ELI households to rent or purchase suitable homes.

Table CP-8
Extremely-Low-Income Households by Race/Ethnicity and Tenure

| | Total Households | Households below 30% HAMFI | Share below 30% HAMFI |
|---|---|---|---|
| White, non-Hispanic | 12,570 | 960 | 7.6% |
| Black, non-Hispanic | 380 | 85 | 22.4% |
| Asian and other, non-Hispanic | 3,545 | 295 | 8.3% |
| Hispanic | 2,120 | 100 | 4.7% |
| **TOTAL** | **18,615** | **1,440** | **7.7%** |
| Renter-occupied | 7,450 | 875 | 11.7% |
| Owner-occupied | 11,150 | 550 | 4.9% |
| **TOTAL** | **18,600** | **1,425** | **7.7%** |

*HUD CHAS, 2012-2016. HAMFI refers to Housing Urban Development Area Median Family Income.*

## SPECIAL NEEDS POPULATIONS

Certain groups have greater difficulty finding decent, affordable housing due to special needs and/or circumstances. Special circumstances may be related to one's employment

and income, family characteristics, disability, and household size, among others. Consequently, certain segments of residents in Aliso Viejo may experience a higher prevalence of housing cost burden, overcrowding, or other housing problems.

Under state law, "special needs" groups include senior households, persons with disabilities, large households, single-parent households, homeless persons, and agricultural workers. This section provides a discussion of the housing needs facing each of these groups, as well as programs and services available to address housing or related needs.

## Senior Households

Many senior households have special needs due to relatively low, fixed incomes, physical disabilities or limitations, or dependency needs. Specifically, people aged 65 years and older often have four main concerns:

- Housing: Many seniors live alone and/or are renters.
- Income: People aged 65 and over are usually retired and living on a fixed income.
- Health care: Seniors are more likely to have health issues or disabilities.
- Transportation: Some of the elderly rely on public transportation. A significant number of seniors with disabilities may require alternative transportation.

According to recent HUD data, about 20.5% of elderly households have incomes less than 30% of the surrounding area income (compared to 24.2% in the SCAG region) and 30.4% have incomes below 50% of median income (compared to 30.9% in the SCAG region) (Table CP-9).

Table CP-9
Elderly Households by Income and Tenure

| | | Owner | Renter | Total | Percent of Total Elderly Households: |
|---|---|---|---|---|---|
| Income category, relative to surrounding area: | < 30% HAMFI | 205 | 445 | 650 | 20.5% |
| | 30-50% HAMFI | 80 | 235 | 315 | 9.9% |
| | 50-80% HAMFI | 385 | 155 | 540 | 17.0% |
| | 80-100% HAMFI | 185 | 170 | 355 | 11.2% |
| | > 100% HAMFI | 985 | 330 | 1,315 | 41.4% |
| TOTAL | | 1,840 | 1,335 | 3,175 | |

*HUD CHAS, 2012-2016. HAMFI refers to Housing Urban Development Area Median Family Income.*

There are four senior-living complexes in Aliso Viejo: The Covington located at 3 Pursuit, Renaissance at the Wellington located at 24903 Moulton Parkway, Vintage Aliso (2C Liberty), and Liberty at Aliso (100 Freedom). The Covington includes 180 units; 155 of which are for independent living. The Wellington provides 233 units for senior residents; approximately half of the units are designated for independent living and the other half are for assisted living. The rental costs for both the independent and assisted living units at the two facilities are above-moderate. Vintage Aliso provides 202 senior apartments while Liberty at Aliso includes 200 senior apartments (two units at each complex are for managers).

Various programs can address the special needs of seniors, including but not limited to congregate care, supportive services, rental subsidies, shared housing, and housing rehabilitation assistance. For the frail elderly, or those with disabilities, housing with architectural design features that accommodate disabilities can help ensure continued independent living. Seniors with mobility or self-care limitations also benefit from transportation alternatives. Senior housing with supportive services can be provided for those who require assistance with daily living.

Numerous programs and services assist Aliso Viejo seniors. Age Well Services is located in neighboring Laguna Woods, and Advocates for Senior Choices is located in nearby Mission Viejo. Age Well Services assists seniors with referrals for in-home help, personal care or housekeeping, Medicare, medical information, assisted living care, physicians, attorneys, and also a range of adult day services that include social and educational activities, exercise, and special outing and events. For seniors that have mobility restrictions, the Age Well Services Transportation program provides door-to-door driver-assisted services Monday through Friday. Case managers also facilitate the Meals-on-Wheels program that operates in south Orange County. The Meals-on-Wheels program provides meals to individuals 60 years of age and older, who are living at home and unable to prepare their own meals or go out to eat, and have little or no assistance to obtain adequate meals. Age Well Services is licensed by the State of California Department of Health Services.

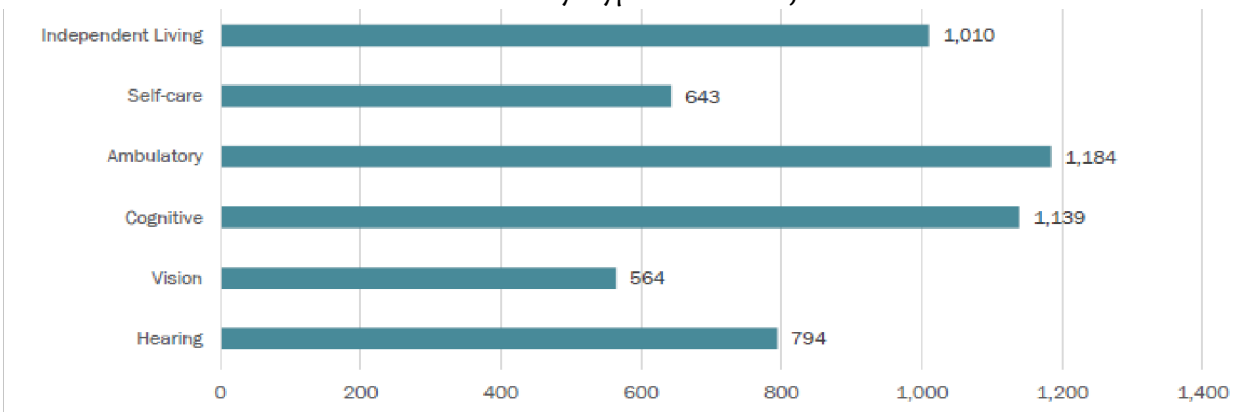
The programs available in Aliso Viejo to assist seniors with special housing needs include Housing Program 6, City Grants for Special Needs Groups, Housing Program 4, Section 8 Housing Vouchers, and Program 5, OCHA Special Needs Groups Rental Assistance Program (Hope IV – Elderly Independence), which provide rental assistance to seniors. Housing Program 11, Affirmatively Furthering Fair Housing, assures the City's commitment to support fair housing services for all residents.

### Persons with Disabilities

Physical, mental, and/or development disabilities may prevent a person from working, restrict mobility, or make it difficult to care for oneself. Disabilities often result in special housing needs related to limited earning capacity, the lack of accessible and affordable

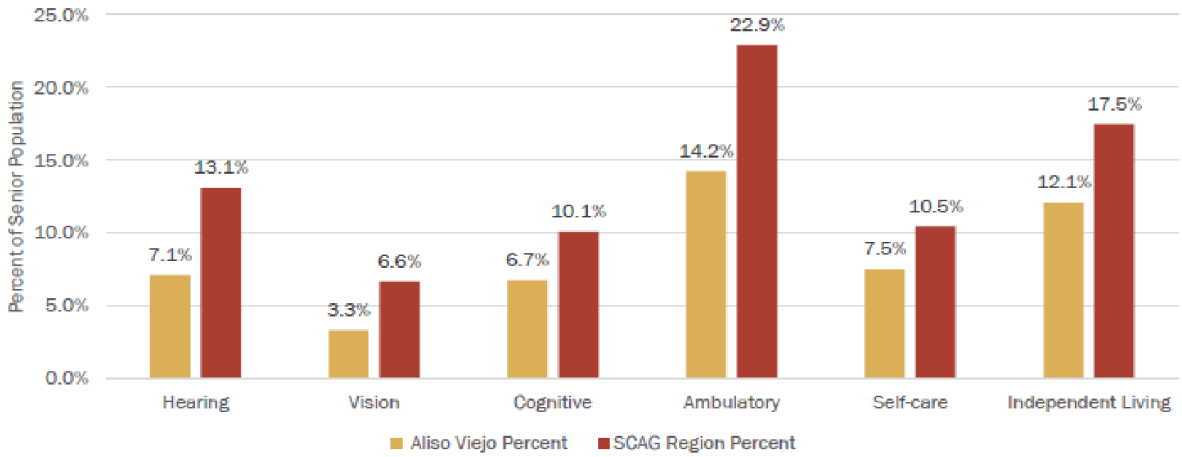
housing, and higher health costs. Some residents suffer from disabilities that require living in a supportive or institutional setting. Recent disability statistics for Aliso Viejo residents as reported by the Census Bureau are presented in Table CP-10 while disability data for seniors are shown in Table CP-11.

Table CP-10
Disabilities by Type – Aliso Viejo




*American Community Survey 2014-2018 5-year estimates.*

Table CP-11
Disabilities by Type for Seniors - Aliso Viejo and SCAG Region




*American Community Survey 2014-2018 5-year estimates.*

Ambulatory and cognitive disabilities are the most prevalent types of disabilities for the general population in Aliso Viejo. Among seniors, the most prevalent disability types are ambulatory (14 percent) and independent living (12 percent).

Living arrangements for persons with disabilities depend on the severity of the disability. Many live at home independently or with other family members. Strategies that can assist

those with disabilities include special housing design features, income support for those who are unable to work, and in-home supportive services for persons with medical conditions. Such services may be provided by either public or private agencies.

The City enforces the accessibility requirements contained in the California Building Code, Other regulations that affect housing for persons with special needs are discussed in the Governmental Constraints section of this report.

### Developmental Disabilities

As defined by federal law, "developmental disability" means a severe, chronic disability of an individual that:

- Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- Is manifested before the individual attains age 22;
- Is likely to continue indefinitely;
- Results in substantial functional limitations in three or more of the following areas of major life activity: a) self-care; b) receptive and expressive language; c) learning; d) mobility; e) self-direction; f) capacity for independent living; or g) economic self-sufficiency;
- Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

The Census Bureau does not report developmental disabilities. According to the U.S. Administration on Developmental Disabilities, an accepted estimate of the percentage of the population that can be defined as developmentally disabled is 1.5 percent. Many persons with developmental disabilities can live and work independently within a conventional housing environment. Those with more severely disabilities may require a group living environment where support is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, an important issue in supportive housing for those with developmental disabilities is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

The California Department of Developmental Services (DDS) reported that approximately 726 persons in Aliso Viejo experienced some type of developmental disability (Table CP12).

Table CP-12
Developmental Disabilities – Aliso Viejo

| | | Aliso Viejo |
|---|---|---|
| By Residence: | Home of Parent/Family/Guardian | 260 |
| | Independent/Supported Living | 14 |
| | Community Care Facility | 0 |
| | Intermediate Care Facility | 0 |
| | Foster/Family Home | 5 |
| | Other | 0 |
| By Age: | 0 - 17 Years | 279 |
| | 18+ Years | 168 |
| TOTAL | | 726 |

*CA DDS consumer count by CA ZIP, age group and residence type for the end of June 2019. Data available in 161/197 SCAG jurisdictions.*

The State Department of Developmental Services (DDS) provides community-based services to persons with developmental disabilities and their families through a statewide system of 21 regional centers, four developmental centers, and two community-based facilities. The Regional Center of Orange County[1] (RCOC) is one of 21 regional centers in California that provides point of entry to services for people with developmental disabilities. The RCOC is a private, non-profit community agency that contracts with local businesses to offer a wide range of services to individuals with developmental disabilities and their families.

Any resident of Orange County who has a developmental disability that originated before age 18 is eligible for services. Services are offered to people with developmental disabilities based on Individual Program Plans and may include: Adult day programs; advocacy; assessment/consultation; behavior management programs; diagnosis and evaluation; independent living services; infant development programs; information and referrals; mobility training; prenatal diagnosis; residential care; respite care; physical and occupational therapy; transportation; consumer, family vendor training; and vocational training. RCOC also coordinates the State-mandated Early Start program, which provides services for children under age three who have or are at substantial risk of having a developmental disability.

The mission of the Dayle McIntosh Center is to advance the empowerment, equality, integration, and full participation of people with disabilities in the community. The Center is not a residential program, but instead promotes the full integration of disabled persons into the community. Dayle McIntosh Center is a consumer-driven organization serving all disabilities. Its staff and board are composed of over 50 percent of people with disabilities.

1 https://www.rcocdd.com/

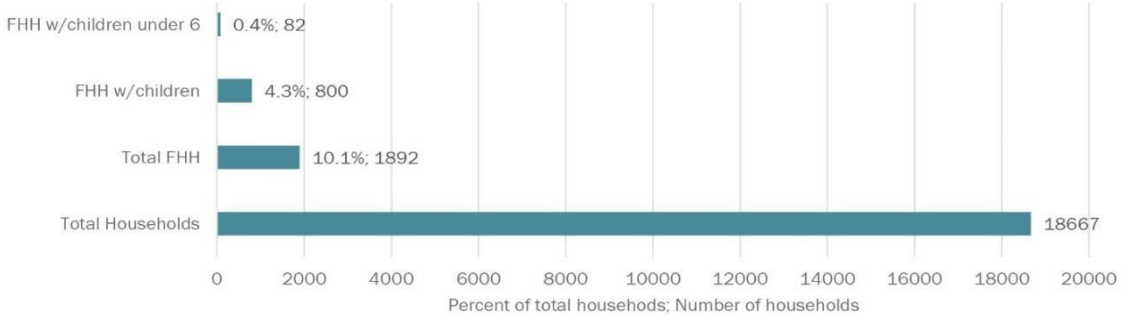
Its two offices service over 500,000 people in Orange County and surrounding areas with disabilities. The Center's South County branch is located in Laguna Hills, immediately adjacent to Aliso Viejo.

Housing Program 4, Section 8 Housing Choice Vouchers, and Program 5, OCHA Special Needs Groups Rental Assistance Program (Aftercare for Disabled and Shelter Care Plus), can provide rental assistance to the disabled. In addition, Housing Program 11, Affirmatively Furthering Fair Housing, ensures that services are available to promote equal housing opportunities for all persons, including those with disabilities.

## Female-Headed Households

Because of their relatively lower incomes and higher living expenses, female-headed households are more likely to have difficulty finding affordable, decent, and safe housing. These households often require special consideration and assistance as a result of their greater need for affordable housing, accessible day care/childcare, health care, and other supportive services. Female-headed families with children are a particularly vulnerable group because they must balance the needs of their children with work responsibilities, and often while earning limited incomes. According to recent Census data, about 10.1% are female-headed (compared to 14.3% in the SCAG region), 4.3% are female-headed and with children (compared to 6.6% in the SCAG region), and 0.4% are female-headed and with children under 6 (compared to 1.0% in the SCAG region) (Table CP-13).

Table CP-13
Female-Headed Households




*American Community Survey 2014-2018 5-year estimates.*

The City collaborates with the Boys & Girls Club of Capistrano Valley to provide traditional afterschool programs in the areas of education, career development, the arts, technology, health and life skills, sports, fitness and recreation, and character and leadership development. Programs include homework club, teen club, and an online learning pods. For adults there are a number of outreach programs, which includes the following collaborative partners: Champions for Change, Consumer Credit Counseling Services of Orange County, Saddleback's College Foster & Kinship Care Education, Miracles for Families, OCSD, Second Harvest Food Bank, South Orange County Childhood Obesity

Task Force, Southern California Veterinary Medical Association, Soka University, Legal Aid Society of Orange County, and Orange County United Way Internal Revenue Service.

These programs and services offered through the City and the Boys & Girls Club can benefit female-headed households with children.

This Housing Element outlines a variety of City programs that can assist female-headed households with children who might have special housing needs. Housing Program 2, Facilitate the Provision of Affordable Housing, and Housing Program 3, Homeownership Assistance Programs, can benefit female-headed households by making it more feasible for these households to rent or purchase suitable homes. Housing Program 11, Affirmatively Furthering Fair Housing, helps ensure equal housing opportunities for all persons regardless of sex, family size, or marital status.

## Large Households

Large households are defined as those consisting of five or more members. As shown in Table CP-5 above, recent Census data estimated that about 1,460 large households resided in Aliso Viejo, of which 447 (31 percent) were renters and 1,013 (69 percent) were owners.

A variety of City programs can assist large households. Housing Program 1, Adequate Sites for Affordable Housing, can alleviate housing problems experienced by many large households by ensuring a wide variety of housing opportunity is available in the City. Housing Program 2, Facilitate the Provision of Affordable Housing, Housing Program 3, Homeownership Assistance Programs, can reduce the problem of overcrowding and overpayment for large-renter households by adopting programs that make it more feasible for these households to rent and purchase larger homes. Housing Program 4, Section 8 Housing Choice Vouchers, and Program 5, OCHA Special Needs Groups Rental Assistance
Program (Family Unification), offer rental assistance to large renter-households. Housing Program 11, Affirmatively Furthering Fair Housing, helps promote equal housing opportunities for all persons regardless of family size.

## Agricultural Workers

Recent Census estimates reported no residents of Aliso Viejo were employed in farming, fishing and forestry occupations[2]. While there are no farmworkers in the city, the Census of Agriculture estimated that there were approximately 1,772 farmworkers in Orange County as of 2017, of which 666 (38%) were seasonal (i.e., working 150 days or less per year). Any agricultural workers who choose to live in Aliso Viejo are eligible for any affordable housing programs and are not restricted by occupation.

2 American Community Survey 2014-2018

## Homeless Persons

The Orange County homeless population consists of working families and individuals. Many live in cars, parks, under bridges, motels and in homeless shelters trying to maintain their dignity while they struggle to survive. As a result, most homeless remain hidden. The

most recent County of Orange "Point-in-Time" survey of the homeless population for which data is available was conducted in January 2019. That survey estimated that there were approximately 6,860 homeless persons in Orange County, of which 2,899 were sheltered and 3,961 were unsheltered[3]. Of those, one unsheltered person and no sheltered persons were reported in Aliso Viejo.

Regional strategies to combat homelessness are developed through Orange County's Continuum of Care System. The goal of the Continuum of Care Strategic Plan is to work toward a seamless system of care through advocacy, homeless prevention, outreach and assessment, emergency shelter, transitional shelter and permanent affordable housing. The City of Aliso Viejo continues to participate in the Orange County Continuum of Care system and contributes to the regional effort by providing letters of support and participating in a survey of funding allocated for homeless services in the County. Table CP-14 identifies emergency shelters that located near Aliso Viejo.

Table CP-14
Nearby Homeless Shelters

| Homeless Shelter | Location |
|---|---|
| Cold Weather/Laguna Beach | Laguna Beach |
| CSP Youth Shelter | Laguna Beach |
| Friendship Shelter | Laguna Beach |
| Interfaith Interim Housing | Laguna Hills |
| Saddleback Community Outreach | Laguna Hills |

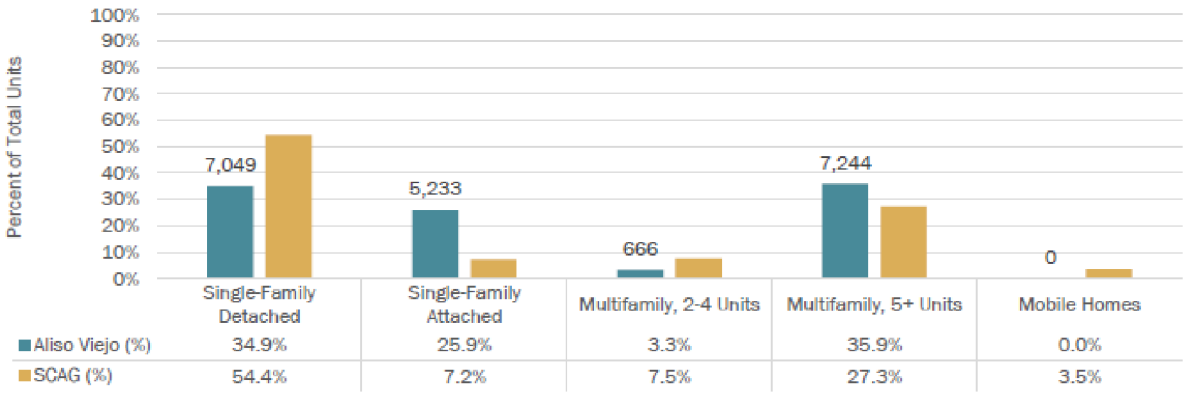
In addition, Aliso Viejo has developed housing programs outlined in this Housing Element to assist those who may experience homelessness. Provisions for accommodating emergency shelters are included in the Zoning Ordinance. Permanent emergency shelters are permitted by-right in the Business Park zoning districts, and transitional/supportive housing is a permitted use in all residential zoning districts. Housing Program 5, OCHA Special Needs Groups Rental Assistance Program (Shelter Care Plus), provides rental assistance to those with disabilities and experiencing homelessness.

3 County of Orange, 2019 Point in Time Final Report, July 30, 2019 (http://ochmis.org/wphttp://ochmis.org/wp-content/uploads/2019/08/2019-PIT-FINAL-REPORT-7.30.2019.pdfcontent/uploads/2019/08/2019-PIT-FINAL-REPORT-7.30.2019.pdf)

# HOUSING STOCK

Aliso Viejo offers a wide variety of housing types to meet the needs of its current and future residents. According to the California Department of Finance, about 35 percent of Aliso Viejo's housing stock consisted of single-family detached homes, 26 percent were single-family attached homes (townhouses), and 39 percent were multi-family apartments (Table CP-15).

Table CP-15
Housing Stock – Aliso Viejo and SCAG Region




| | Single-Family Detached | Single-Family Attached | Multifamily, 2-4 Units | Multifamily, 5+ Units | Mobile Homes |
|---|---|---|---|---|---|
| Aliso Viejo (%) | 34.9% | 25.9% | 3.3% | 35.9% | 0.0% |
| SCAG (%) | 54.4% | 7.2% | 7.5% | 27.3% | 3.5% |

*CA DOF E-5 Population and Housing Unit Estimates*

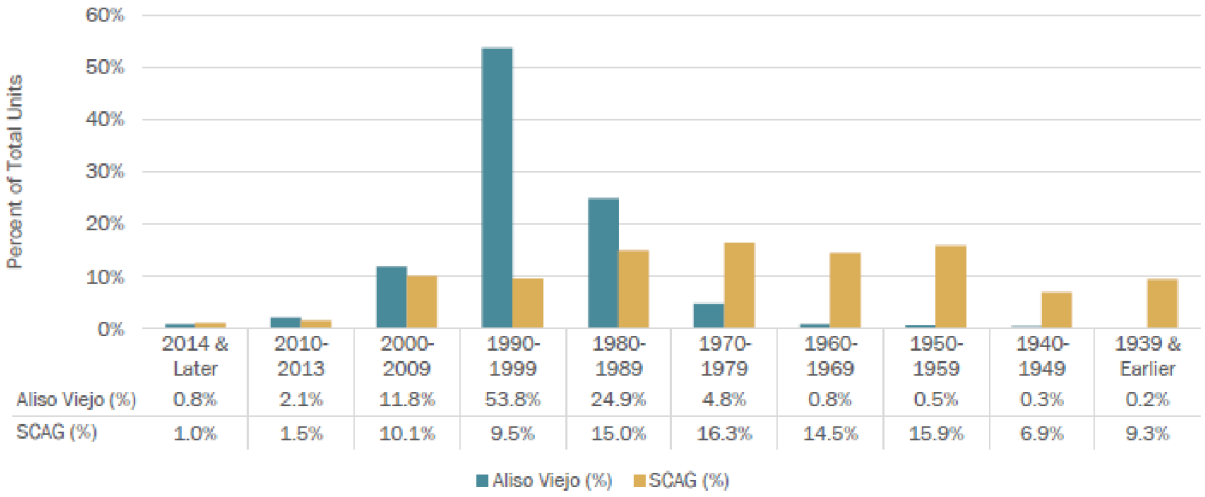
# HOUSING AGE AND CONDITION

Housing age may be an important indicator of housing condition within a community. Housing is subject to gradual physical or technological deterioration over time. If not properly and regularly maintained, housing can deteriorate and discourage reinvestment, depress neighboring property values, and eventually impact the quality of life in a neighborhood.

Housing units in Aliso Viejo are relatively new when compared to the age of the region's housing stock (Table CP-16). Over two-thirds of Aliso Viejo's housing stock was constructed after 1990. A general rule in the housing industry is that structures older than 30 years begin to show signs of deterioration and require ongoing maintenance and repairs. Therefore, based on age alone, less than 28 percent of the housing stock may require maintenance and rehabilitation to prevent significant deterioration. Based on observations of City code enforcement staff and building inspectors, it is estimated that there are approximately 50 housing units in need of minor repair and 5 units in need of major rehabilitation or replacement. Although the vast majority of housing units in Aliso Viejo are less than 30 years of age, and problems associated with age and deterioration are likely to be minimal,

Housing Program 7, Code Enforcement, is designed to identify potential maintenance problems that could arise as the housing stock ages.

Table CP-16
Housing Units by Year Built – Aliso Viejo and SCAG Region




| | 2014 & Later | 2010-2013 | 2000-2009 | 1990-1999 | 1980-1989 | 1970-1979 | 1960-1969 | 1950-1959 | 1940-1949 | 1939 & Earlier |
|---|---|---|---|---|---|---|---|---|---|---|
| Aliso Viejo (%) | 0.8% | 2.1% | 11.8% | 53.8% | 24.9% | 4.8% | 0.8% | 0.5% | 0.3% | 0.2% |
| SCAG (%) | 1.0% | 1.5% | 10.1% | 9.5% | 15.0% | 16.3% | 14.5% | 15.9% | 6.9% | 9.3% |

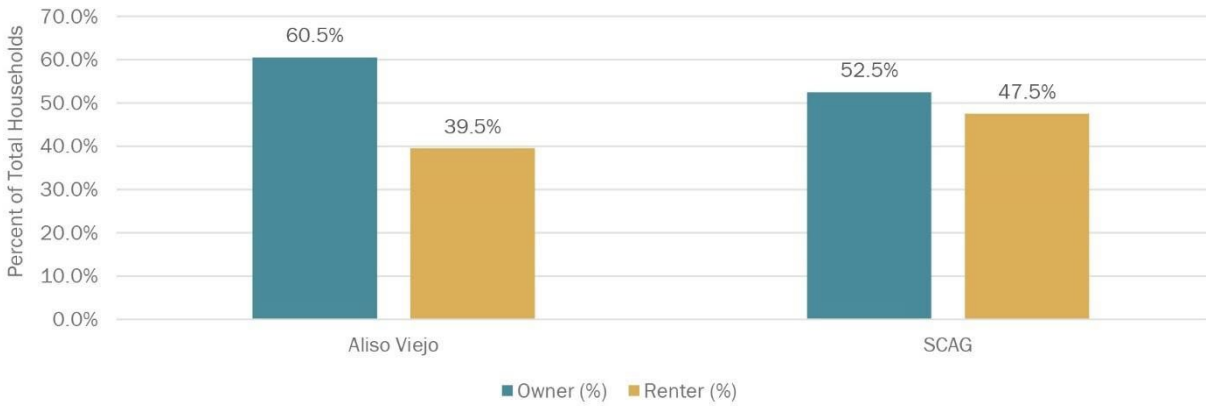
*American Community Survey 2014-2018 5-year estimates.*

# HOUSING TENURE AND VACANCY

Housing tenure and vacancy rates are important indicators of the supply and cost of housing. Housing tenure refers to whether a unit is owned or rented. Vacancies are an important housing market indicator in that the vacancy rate often influences the cost of housing and reflects the match between housing demand and availability.

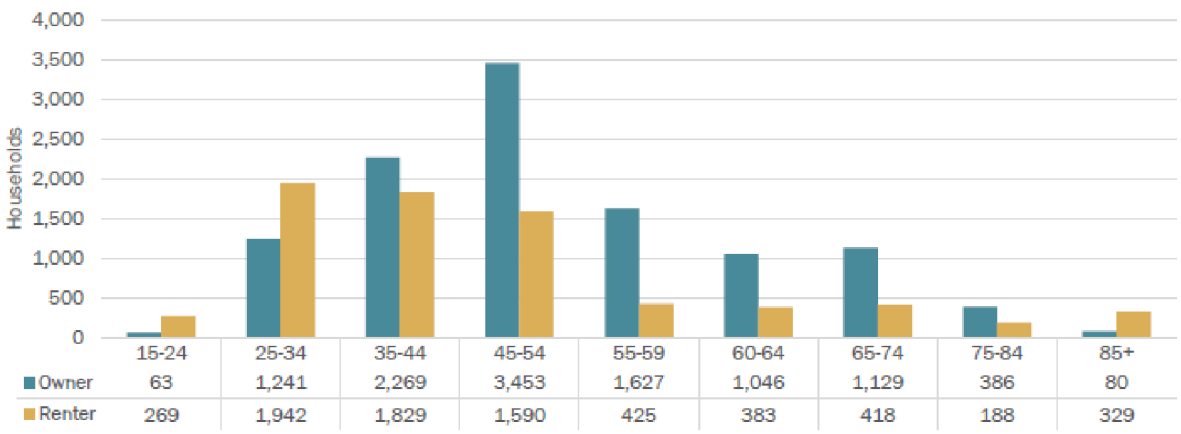
Recent Census estimates reported that about 61 percent of Aliso Viejo residents owned the units they occupied as compared to about 53 percent for the SCAG region as a whole (Table CP-17). Tenure varied by age, with the majority of Aliso Viejo residents between the ages of 35 and 84 owning their home (Table CP-18).

Table CP-17
Housing Tenure: Aliso Viejo and SCAG Region




*American Community Survey 2014-2018 5-year estimates.*

Table CP-18
Housing Tenure by Age Group

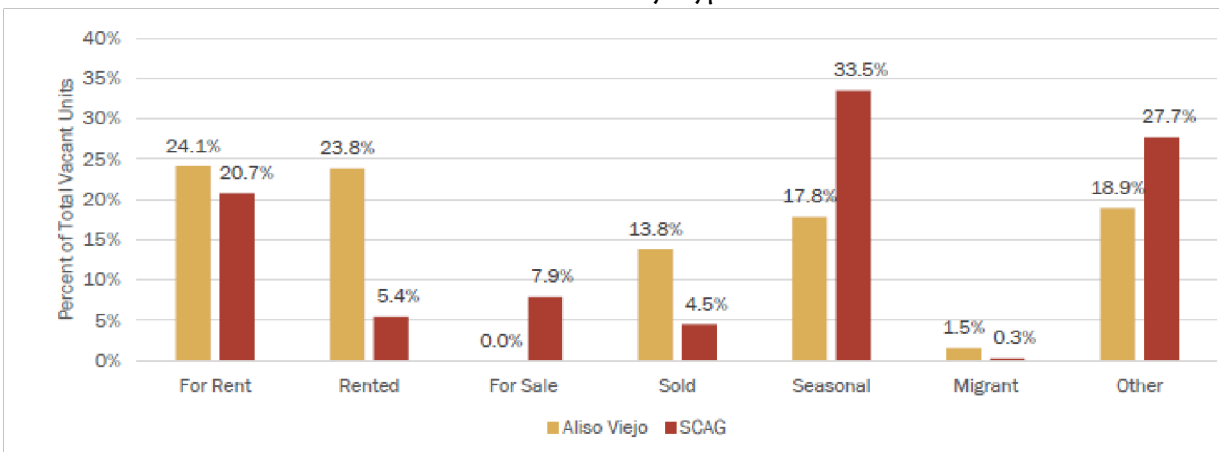



| | 15-24 | 25-34 | 35-44 | 45-54 | 55-59 | 60-64 | 65-74 | 75-84 | 85+ |
|---|---|---|---|---|---|---|---|---|---|
| Owner | 63 | 1,241 | 2,269 | 3,453 | 1,627 | 1,046 | 1,129 | 386 | 80 |
| Renter | 269 | 1,942 | 1,829 | 1,590 | 425 | 383 | 418 | 188 | 329 |

*American Community Survey 2014-2018 5-year estimates.*

A certain number of vacant units are needed to allow sufficient choice and mobilty for residents. Generally, a vacancy rate of 1.5 to 2 percent for ownership housing and 5 percent for rental housing is considered necessary to balance demand and supply for housing. Recent Census vacancy estimates are shown in Table CP-19. Out of the total housing units in Aliso Viejo, there are approximately 19,078 occupied units, which equates to a 5.5% total vacancy rate.

Table CP-19
Vacant Units by Type




*American Community Survey 2014-2018 5-year estimates.*

# HOUSING COSTS AND AFFORDABILITY

## Housing Affordability Criteria

State law establishes five income categories for purposes of housing programs based on the area (i.e., county) median income (AMI): extremely-low (30% or less of AMI), very-low (31%-50% of AMI), low (51%-80% of AMI), moderate (81%-120% of AMI) and above moderate (over 120% of AMI). Housing affordability is based on the relationship between household income and housing expenses. According to HUD and the California Department of Housing and Community Development, housing is considered "affordable" if the monthly payment is no more than 30 percent of a household's gross income. In some areas, such as Orange County, these income limits may be increased to adjust for high housing costs.

Table CP-20 shows affordable rent levels and estimated affordable purchase prices for housing in Orange County (including Aliso Viejo)[4] by income category. Based on stateadopted standards, the maximum affordable monthly rent (including utilities) for 4-person extremely-low-income households is $1,009, while the maximum affordable rent for verylow-income households is $1,681. The maximum affordable rent for low-income households is $2,689, while the maximum for moderate-income households is $3,201.

Maximum purchase prices are more difficult to determine due to factors such as variations in mortgage interest rates, qualifying procedures, down payments, special tax assessments, homeowner association fees, and property insurance rates. With this caveat, the maximum

4 Affordable rent and purchase prices are based on county median income.

home purchase prices by income category shown in Table CP-20 have been estimated based on typical conditions.

Table CP-20
Affordable Housing Costs – Orange County

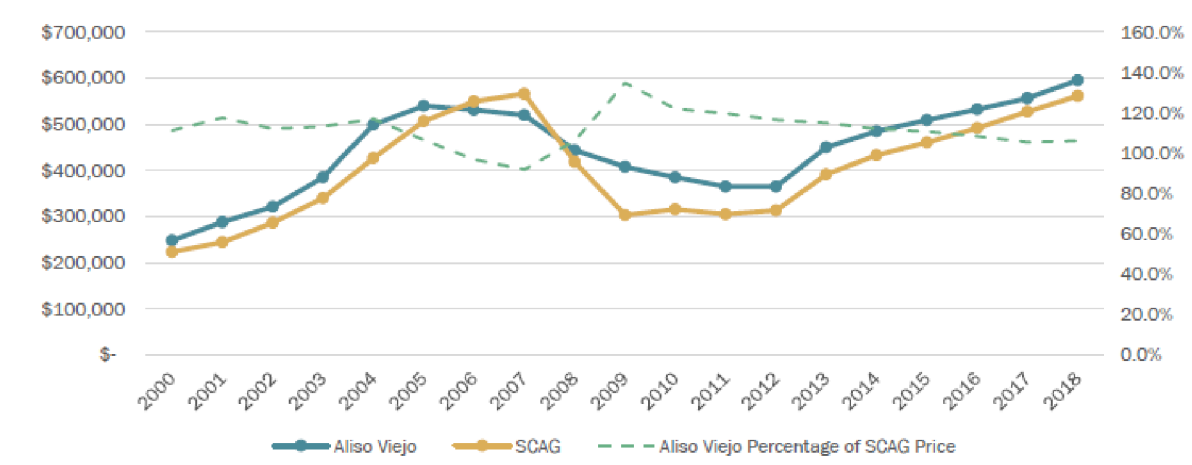
| Income Category | Maximum Income | Affordable Rent | Affordable Price (est.) |
|---|---|---|---|
| Extremely Low | $40,350 | $1,009 | * |
| Very Low | $67,250 | $1,681 | * |
| Low | $107,550 | $2,689 | * |
| Moderate | $128,050 | $3,201 | $500,000 |
| Above moderate | Over $128,050 | Over $3,201 | Over $500,000 |

Assumptions: Based on a family of 4 and 2021 State income limits; 30% of gross income for rent or principal, interest, taxes & insurance; 5% down payment, 4% interest, 1.25% taxes & insurance, $350 HOA dues Notes:
*For-sale affordable housing is typically at the moderate income level
Source: Cal. HCD; JHD Planning LLC

## For-Sale Housing

Sales price statistics for existing homes during 2000-2018 are shown in Table CP-21. Based on the estimated affordable purchase prices shown in Table CP-20 above, the majority of homes in Aliso Viejo are only affordable for above-moderate income households. These data illustrate that public subsidies are generally required to reduce sales prices to a level that is affordable to lower-income buyers.

Table CP-21
Median Sales Price for Existing Homes: Aliso Viejo and SCAG Region

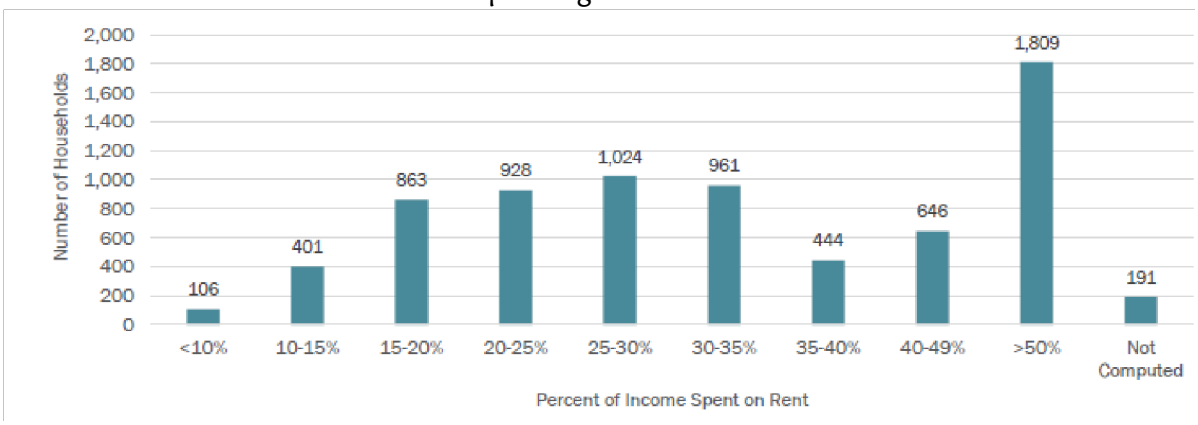



*SCAG Local Profiles, Core Logic/Data Quick. SCAG median home sales price calculated as household-weighted average of county medians.*

### Rental Housing

As described previously in the discussion of income and overpayment, a substantial proportion of renters in Aliso Viejo fall within the lower-income categories. As a result, trends in rental rates have a major impact on these residents. Among Aliso Viejo's renter households, about 52 percent spend 30 percent or more of gross income on housing cost, compared to 55 percent in the entire SCAG region. Additionally, about 25 percent spend 50 percent or more of gross income on housing cost, compared to 29 percent in the SCAG region (Table CP-22). According to a recent internet survey[5] monthly rental rates in Aliso Viejo range from $2,200 for 1-bedroom apartments to $5,000 for single-family homes.

Table CP-22
Spending on Rent




## AT RISK RENTAL HOUSING

Existing housing that receives governmental assistance is often an important source of affordable housing in many communities. This section identifies the publicly assisted rental housing in Aliso Viejo, and evaluates the potential to convert to market rates during the ten-year period 2021 to 2031.

### Assisted Housing Inventory

Aliso Viejo has four assisted multi-family housing developments that provide 548 affordable housing units (Table CP-23). No lower-income rent-restricted units are at risk of converting to market-rate rents during the period of 2021 to 2031. As affordable housing opportunities are expanded in the future, the City will monitor the status, notify residents of potential conversion, and pursue options to preserve the units (Housing Program 8, Conservation of Existing and Future Affordable Units).

5 www.rent.com, October 2021

Table CP-23
Inventory of Assisted Rental Housing

| Project Name | Assisted Units | Funding Source(s) | Earliest Date of Conversion | At Risk? |
|---|---|---|---|---|
| Vantis | 20 | | 2044 | No |
| Woodpark Apartments | 128 | LIHTC | 2050 | No |
| Vintage Aliso | 202 | LIHTC | 2072 | No |
| Liberty at Aliso | 198 | LIHTC | 2074 | No |
| **Total** | **528** | | | |

## LOW- AND MODERATE-INCOME HOUSING IN THE COASTAL ZONE

The western edge of the city is within the Coastal Zone. Government Code Section 65590 et seq. prohibits conversion or demolition of existing residential dwelling units occupied by low- or moderate-income persons or families unless provision has been made for the replacement in the same city or county of those dwelling units with units for persons and families of low- or moderate-income (excludes structures with less than 3 units, or less than 10 units for projects with more than one structure, among other exclusions).

Section 65590(d) further requires new housing development in the Coastal Zone to provide housing units for persons and families of low or moderate income, or if not feasible, to provide such units at another location within the same city or county, within the Coastal Zone or within three miles thereof.

Prior to the incorporation of Aliso Viejo in 2001, 478 housing units were permitted by the County within the portion of the Coastal Zone that is now part of the City. The County allowed for the construction of the units at market rate and there are currently no affordable units located in that area of the City. There have been no residential units demolished or converted within the Coastal Zone since City incorporation in 2001.

## ~~AFFIRMATIVELY FURTHERING FAIR HOUSING~~

~~The Fair Housing Act of 1968 requires HUD and its program participants to administer housing and urban development programs in a manner that does not discriminate directly or indirectly based on race, color, religion, sex, national origin, age, familial status, or disability. The Fair Housing Act not only prohibited discrimination in housing-related activities and transactions but also requires entities to affirmatively further fair housing.~~

~~The Analysis of Impediments (AI) to Fair Housing Choice is the primary policy document utilized by HUD grantees for this purpose. HUD encourages jurisdictions to consult with one another and initiate metropolitan-wide planning to address impediments to fair housing choice.~~

~~The Orange County AI was prepared as a collaborative effort between Aliso Viejo, Anaheim, Buena Park, Costa Mesa, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, La Habra, Lake Forest, La Palma, Mission Viejo, Orange, Rancho San Margarita, San Clemente, San Juan Capistrano, Santa Ana, Tustin, Westminster, and the County of Orange. Although the AI addressed county-wide issues, there are also goals specific to each jurisdiction.~~

~~Orange County's AI is a thorough examination of structural barriers to fair housing choice and access to opportunity for members of historically marginalized groups protected from discrimination by the federal Fair Housing Act (FHA). The AI also outlines fair housing priorities and goals to overcome fair housing issues. In addition, the AI lays out meaningful strategies that can be implemented to achieve progress towards the County's obligation to affirmatively furthering fair housing. The Lawyers' Committee for Civil Rights Under Law (Lawyers' Committee), in consultation with Orange County jurisdictions and with input from a wide range of stakeholders through a community participation process, prepared the AI.~~

~~In addition to participation in the AI, the City has completed the following fair housing outreach and analysis.~~

### ~~Outreach~~

~~As discussed in the Housing Plan, the City held a total of two public meetings during the Housing Element update in an effort to include all segments of the community. Each meeting was publicized on the City's website and meeting notices were also sent to persons and organizations with expertise in affordable housing and supportive services. Interested parties had the opportunity to interact with City staff throughout the Housing Element update process and provide direct feedback regarding fair housing issues. In addition, as part of the public outreach efforts, an online survey was conducted regarding housing needs in the community, and the City promoted interest in the Housing Element update with a booth at the local farmers market.~~

~~The City also created a dedicated web page for the Housing Element update (https://avcity.org/371/Housing-Element) and provided opportunities for interested persons to participate remotely, which made it possible for those with disabilities limiting their travel to participate and comment on the Housing Element regardless of their ability to attend the meetings.~~

## ~~Assessment of Fair Housing~~

~~The following analysis examines geographic data regarding racial segregation, poverty, persons with disabilities, and areas of opportunity as identified by the TCAC/HCD Opportunity Areas map.~~

~~Racial segregation. As seen in Figure CP-1, the percentage of non-white population in the city is similar to the adjacent areas and does not indicate any patterns of racial/ethnic concentration in the city.~~

~~Poverty. Recent Census estimates regarding poverty status of households in Aliso Viejo are shown in Figure CP-2. As seen in this map, there are no concentrations of poverty and the poverty rate is less than 10% for all Census tracts in the city.~~

~~Persons with disabilities. The incidence of disabilities is relatively low in Aliso Viejo compared to some areas of Southern California. As shown in Figure CP-3, the percentage of residents reporting a disability is less than 10% in the majority of the city, while the disability rate is 10% to 20% in some portions of the city.~~

~~Access to opportunity. According to the 2020 California Department of Housing and Community Development (HCD) and the California Tax Credit Allocation Committee (TCAC) Opportunity Area Map (Figure CP-4), most areas of Aliso Viejo are within designated "High Resource" or "Highest Resource" areas. High Resource areas are areas with high index scores for a variety of educational, environmental, and economic indicators. Some of the indicators identified by TCAC include high levels of employment and close proximity to jobs, access to effective educational opportunities for children and adults, low concentration of poverty, and low levels of environmental pollutants, among others.~~

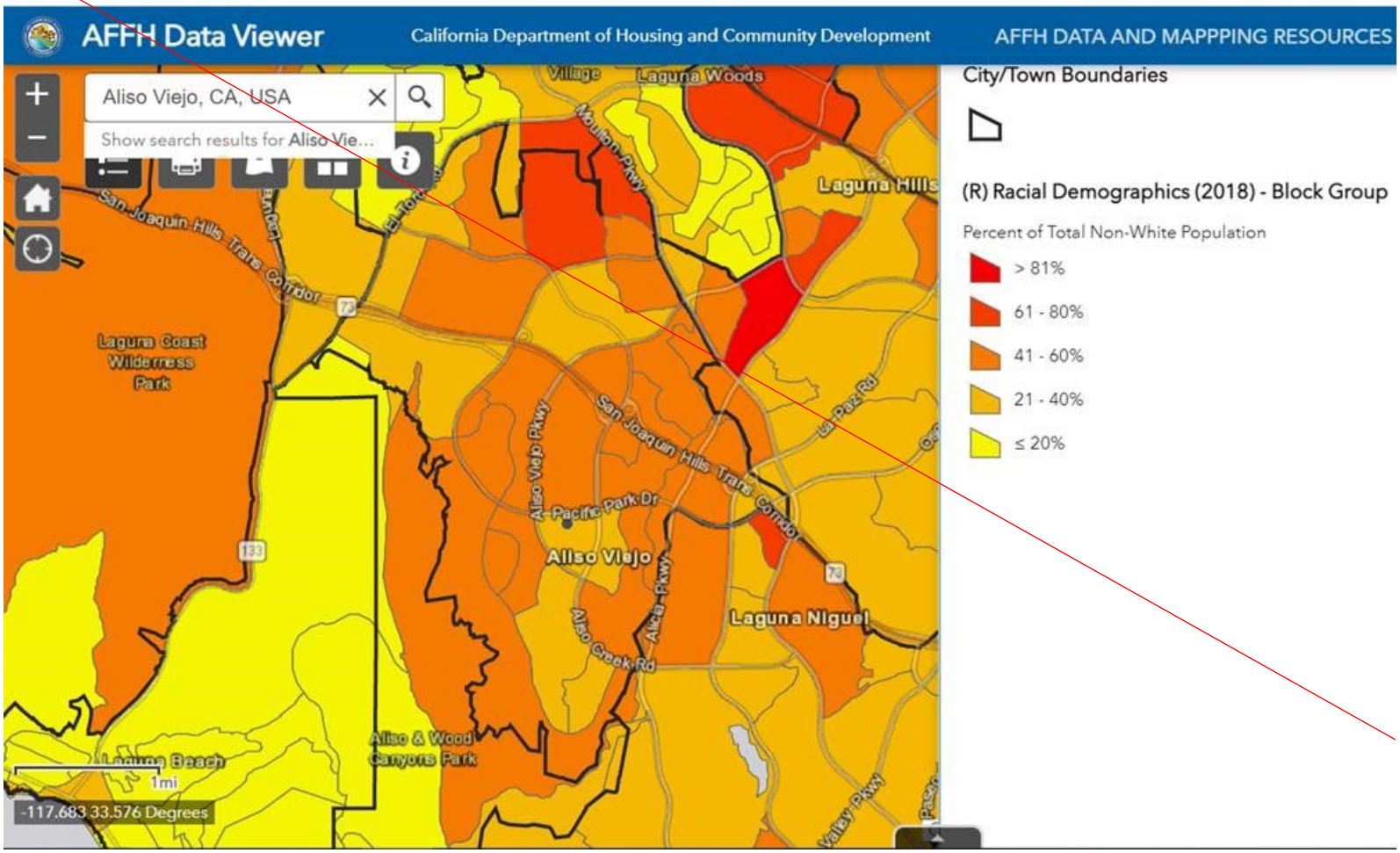
## ~~Conclusion~~

~~This analysis shows that the primary barrier to fair housing in the city is high housing cost, which has the effect of limiting access by lower-income households to the high opportunities and resources available in Aliso Viejo. There is no evidence to suggest that discrimination against racial groups or persons with disabilities is a major issue.~~

~~The Housing Plan includes several programs to encourage and facilitate affordable housing development, as well as the provision of accessory dwelling units, which can expand affordable housing opportunities for lower-income persons such as caregivers, household employees, and others working in service occupations. Program 11 describes actions the City will take to affirmatively further fair housing and address any issues of housing discrimination that may arise.~~

~~Figure CP-1~~

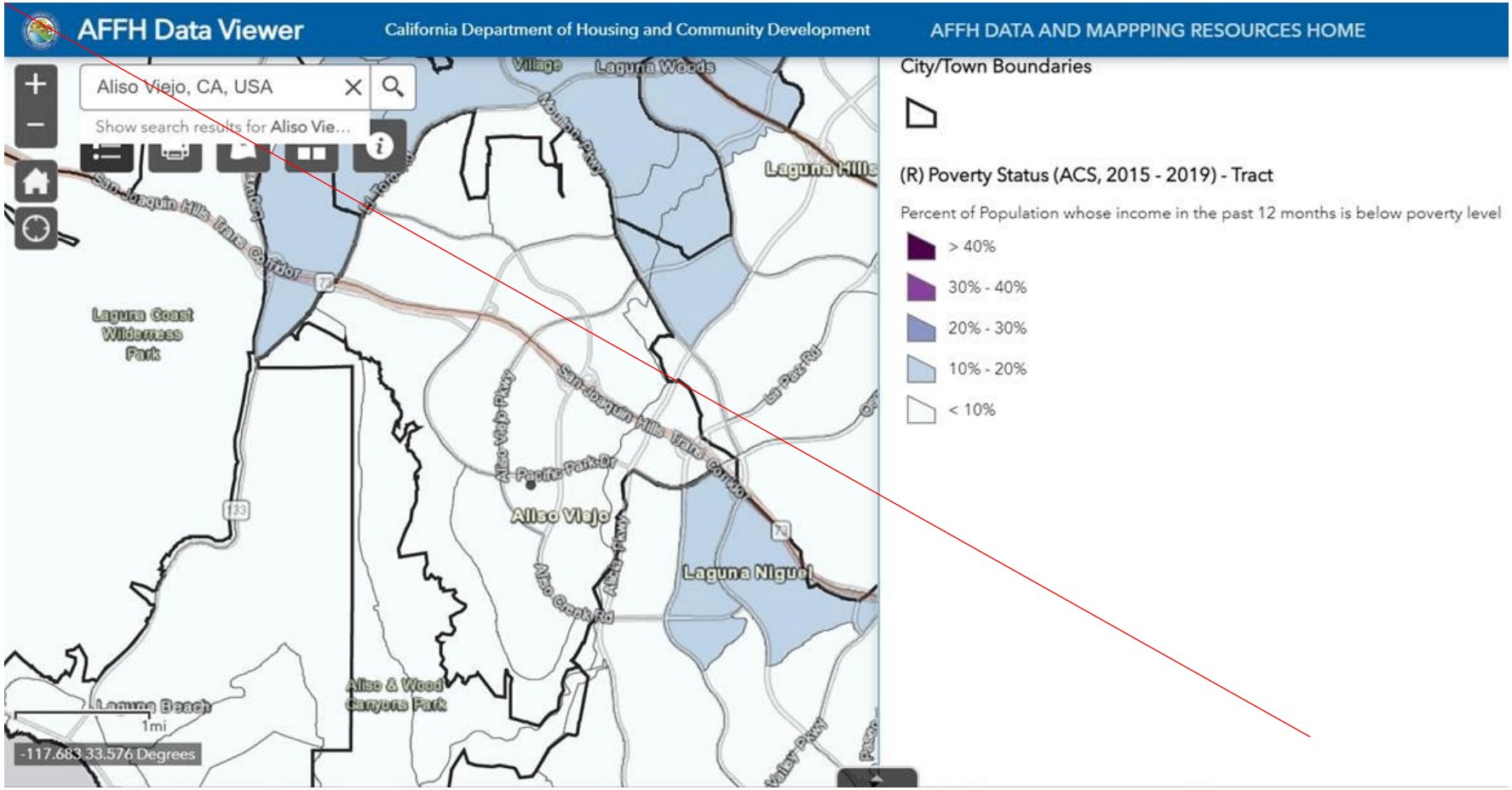
~~Racial Characteristics~~




~~Source: California Department of Housing and Community Development, AFFH Data Viewer, 2021~~

~~Figure CP-2~~

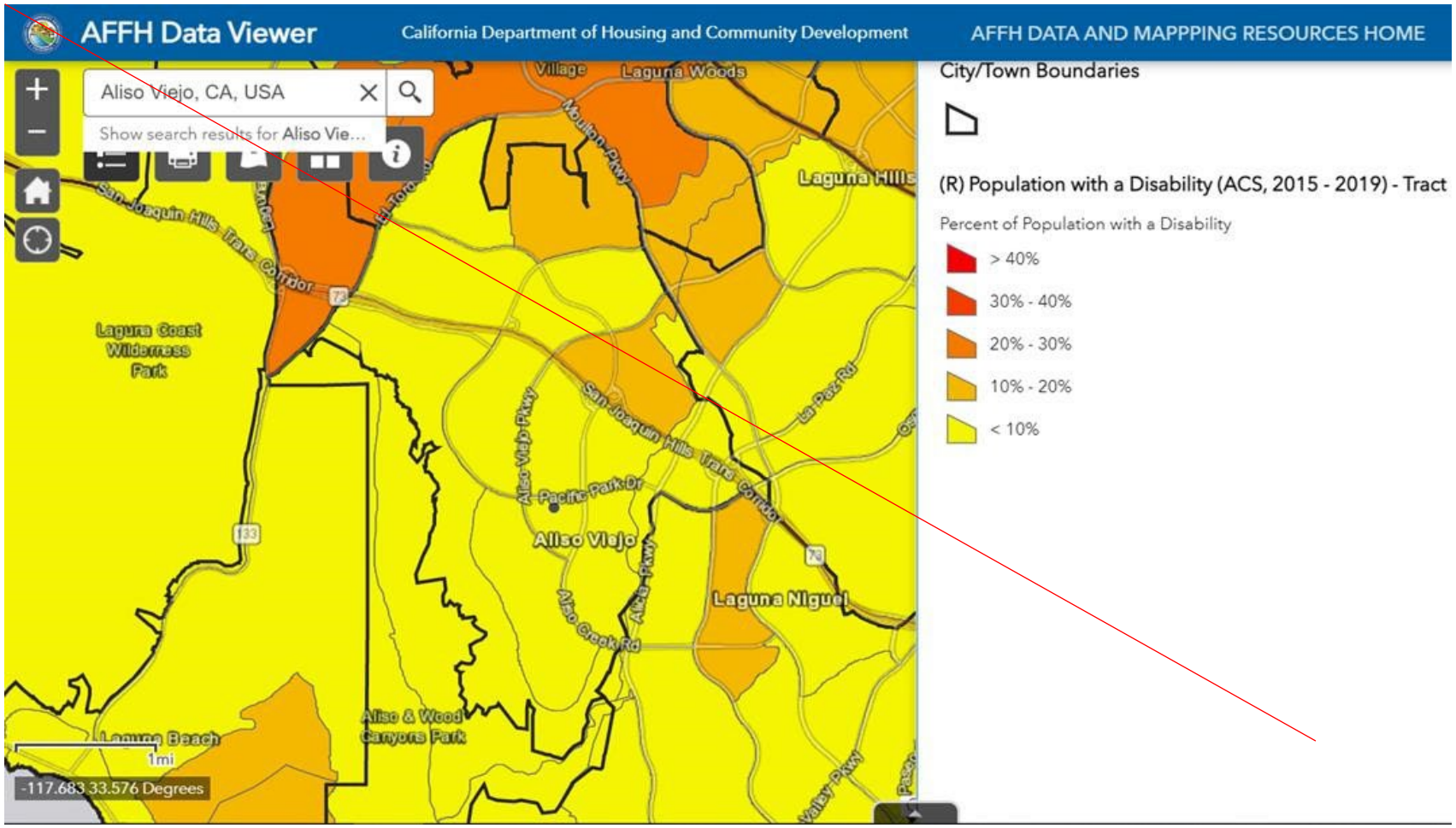
~~Poverty Status~~




~~Source: California Department of Housing and Community Development, AFFH Data Viewer, 2021~~

~~Disabilities~~

Figure CP-3




Source: California Department of Housing and Community Development, AFFH Data Viewer, 2021

~~Figure CP-4~~

~~TCAC/HCD Opportunity Map~~

# C.2 RESOURCES AND OPPORTUNITIES

This section analyzes the resources and opportunities available for the development, rehabilitation, and preservation of housing in Aliso Viejo. This analysis includes an evaluation of the availability of land resources for future housing development, financial resources available to support housing activities, administrative resources available to assist in implementing the housing programs, and opportunities for energy conservation.

## NEW HOUSING NEEDS

In March 2021 the Southern California Association of Governments (SCAG) adopted the 2021 -2029 Regional Housing Needs Assessment (RHNA) Plan, which assigns a share of the region's future housing need to each jurisdiction in the region. State law requires each community to demonstrate that it has sufficient land with appropriate zoning and development standards to accommodate its assigned housing need. Prior to the City's incorporation in 2001, residential development was subject to the County of Orange Inclusionary Zoning requirements. These requirements stipulated that 25 percent of all units developed in the Aliso Viejo Planned Community would be affordable to low- and moderate-income residents for a period of five years. With 5,823 affordable units developed (2,528 low-income and 3,295 moderate-income units - well above the 25 percent requirement), the County certified the community's compliance with its inclusionary requirements on July 6, 2001.

The City of Aliso Viejo has not adopted an inclusionary housing requirement; however, the City has been able to negotiate with individual developers to incorporate affordable housing into their developments. As an example, the latest project, a 435-unit apartment complex provided 38 affordable rental units.

For the 2021 through 2029 RHNA projection period, the City has been allocated a new housing need of 1,195 dwelling units, distributed by income category as shown in Table CP-24. It should be noted that SCAG did not include the extremely-low-income category when the RHNA was prepared. The need in the extremely-low-income need has been estimated to be half of the very-low category as allowed by state law.

Table CP-24
Regional Housing Needs 2021-2029 – Aliso Viejo

| Very Low* | Low | Moderate | Above Moderate | Total |
|---|---|---|---|---|
| 390 | 214 | 205 | 386 | 1,195 |

Source: SCAG 2021.
*Includes assumption of 195 extremely-low-income units

## RESIDENTIAL SITES INVENTORY

State law requires cities to identify adequate sites with appropriate zoning to accommodate the ~~growth~~ assigned new housing need for the planning period. ~~Table CP-25~~ Section C.5 includes an analysis~~lists~~ of sites in the city with land use designations that allow additional residential development based on current zoning designations.

Table CP-25 shows that there are currently insufficient residential sites to accommodate the City's RHNA allocation for all income categories. To accommodate this shortfall, the Housing Element includes Program 1, Adequate Sites for New Housing to amend General Plan and zoning designations on the four ~~for~~ ~~sufficient~~ sites indicated in t~~o be selected from the sites listed in~~ Table CP-26 to contribute to the City's housing inventory. In addition, two religious sites have been identified which will contribute additional housing as shown in Table CP-27. With the addition of these sites, the City will meet and exceed its 2021-2029 RHNA oblication in all income categories. ~~to accommodate the RHNA allocation~~. Maps showing these redesignation/rezone sites and religious sites sites are provided in Section C-5.

~~Table CP-25~~
~~Residential Land Inventory~~

| ~~Site~~ | ~~General Plan~~ | ~~Zoning~~ | ~~Acreage~~ | ~~Density~~ | ~~Units by Income Category~~ | | | | ~~Total Units~~ |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | ~~VL~~ | ~~Low~~ | ~~Mod~~ | ~~Above Mod~~ | |
| ~~The Commons at Aliso Viejo Town Center – Towers Planning Area~~ | ~~CBO – The Commons at AV Town Center~~ | ~~SP No. 2 - Commons~~ | ~~4.1~~ | ~~34.1 units/acre~~ | ~~7*~~ | ~~14~~ | ~~119~~ | ~~0~~ | ~~140~~ |
| ~~Potential ADUs~~ | | | | | ~~10~~ | ~~17~~ | ~~12~~ | ~~1~~ | ~~40~~ |
| ~~**Totals**~~ | | | ~~**4.1**~~ | | ~~**17**~~ | ~~**31**~~ | ~~**131**~~ | ~~**1**~~ | ~~**180**~~ |
| ~~**Housing Need 2021-2029**~~ | | | | | ~~**360**~~ | ~~**214**~~ | ~~**205**~~ | ~~**386**~~ | ~~**1,195**~~ |
| ~~**Adequate Sites? (Shortfall)**~~ | | | | | ~~**(343)**~~ | ~~**(183)**~~ | ~~**(74)**~~ | ~~**(385)**~~ | ~~**(1,015)**~~ |

~~Notes:~~
~~* Deed-restricted units~~

~~Candidate Parcels for Rezoning~~

| ~~Site~~ | ~~Existing General Plan~~ | ~~Existing Zoning~~ | ~~Existing Uses~~ | ~~Acreage~~ | ~~Potential Units~~ |
|---|---|---|---|---|---|
| ~~1 Columbia~~ | ~~Business Park~~ | ~~BP-2~~ | ~~Office~~ | ~~2~~ | ~~60-100~~ |
| ~~41 Columbia~~ | ~~Business Park~~ | ~~BP-2~~ | ~~Office~~ | ~~2~~ | ~~60-100~~ |
| ~~35 Journey~~ | ~~Business Park~~ | ~~BP-1~~ | ~~Office~~ | ~~2~~ | ~~60-100~~ |
| ~~26800-26880 AV Pkwy~~ | ~~Business Park~~ | ~~BP-1~~ | ~~Office~~ | ~~7~~ | ~~210-350~~ |
| ~~The Commons~~ | ~~High Density Residential/ Community Commercial~~ | ~~SP-2~~ | ~~Parking lot~~ | ~~21~~ | ~~630-1,050~~ |
| ~~AVTC Gateway~~ | ~~Community Commercial~~ | ~~CT~~ | ~~Parking lot~~ | ~~6~~ | ~~300~~ |
| ~~**TOTALS**~~ | | | | ~~**40**~~ | ~~**1,320-2,000**~~ |

# FINANCIAL RESOURCES

## Affordable Housing In-Lieu Fees

The City allows developers to pay fees in lieu of providing affordable units with the fees deposited to a housing fund. Affordable housing in-lieu fees are only required for condominium conversions. For new construction and/or conversion of other types of structures, affordable housing in-lieu fees are not required. However, in-lieu fees may be part of a Development Agreement, which is not an automatic requirement for residential developments. Development Agreements are only required if a General Plan or Zone Change is required with a Site Development Permit. Otherwise, the property owner may initiate a Development Agreement. Affordable housing in-lieu ~~F~~funds collected to date were spent to assist the 200-unit senior affordable project at 100 Freedom Lane (formerly 4 Liberty) and for the purchase of an affordable unit at 35 Playa Circle. As part of the 100 Freedom development, City in-lieu fees were used to subsidize 50 very-low-income units. The unit at 35 Playa Circle was leased to Family Assistance Ministries (FAM) for $1 per year. FAM has placed a family in the unit. The in-lieu fee program has been successful to date. While all funds have been expended, the monies helped to construct 50 affordable units and purchase an additional standalone affordable unit. Moving forward the City will continue its efforts to collect inlieu fees and adjust the fees accordingly based on land values.

## Low Income Housing Tax Credits (LIHTC)

Created by the 1986 Tax Reform Act, the LIHTC program has been used in combination with other resources to encourage the construction and rehabilitation of rental housing for lower-income households. The program allows investors an annual tax credit over a ten-year period, provided that the housing meets minimum low-income occupancy requirements. The tax credit is typically sold to large investors at a syndication value.

## Housing Choice Voucher (Section 8) Program

The Housing Choice Voucher (Section 8) program is a federal program that provides rental assistance to very-low-income persons in need of affordable housing. This program offers a voucher that pays the difference between the fair market rent and 30 percent of their income. The voucher allows a tenant to choose housing that may cost above the payment standard, but the tenant must pay the extra cost. The Orange County Housing Authority (OCHA) administers the Section 8 Voucher Program for Aliso Viejo. As of 2021, approximately 131 households in Aliso Viejo were receiving vouchers.

## OPPORTUNITIES FOR ENERGY CONSERVATION

Utility-related costs can directly impact affordability of housing in Aliso Viejo. By promoting and expanding opportunities for energy conservation, the City can indirectly alleviate housing cost burden and improve housing affordability in the community. Opportunities for energy conservation in Aliso Viejo include continued implementation of State Title 24 building construction standards, complying with Energy Star conservation standards, and considering appropriate building orientation and landscaping during the development/design review process through implementation of the Zoning Ordinance. The City requires a minimum of 50 percent of the landscaping to be drought tolerant in new development within Aliso Viejo.

In addition to the numerous environmental benefits discussed in the Conservation/Open Space Element, energy conservation measures implemented by the City can significantly reduce the cost of utilities to community households, thereby reducing housing cost burden and improving overall housing affordability in Aliso Viejo. In 2014 the City adopted a Green Building Program that offers incentives such as expedited processing and/or fee waivers when project proponents agree to incorporate environmentally sensitive sustainable and energy efficient construction techniques into their projects. The City currently offers a 25% permit fee waiver for residential solar thermal system installation. Daytime interior lighting costs can be significantly reduced or eliminated with the use of properly designed and located skylights, which can be easily installed at reasonable expense in existing houses, thereby substantially reducing electricity costs and energy consumption. Solar energy is a practical, cost effective, and environmentally sound way to heat and cool a home.

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# C.3 CONSTRAINTS ANALYSIS

Aliso Viejo strives to provide a variety of housing opportunities for current and future residents. However, a variety of factors can constrain the development, maintenance, and improvement of housing. These include market mechanisms, government codes, and physical and environmental constraints. This section addresses these potential constraints that affect the supply and affordability of housing in Aliso Viejo.

## MARKET CONSTRAINTS

Land costs, construction costs, and market financing contribute to the cost of housing reinvestment, and can potentially hinder the production of new housing. Although many constraints are driven by market conditions, jurisdictions may have some leverage in instituting policies and programs to address such constraints. The section below analyzes these market constraints as well as the activities that the City undertakes to mitigate their effects.

### Development Costs

Construction costs vary widely according to the type of development, with multi-family housing generally less expensive to construct than single-family homes. However, wide variation within each construction type exists depending on the size of the unit and the number and quality of amenities provided, such as fireplaces, swimming pools, and interior features among others. The City has no influence over materials and labor costs, and the building codes and development standards in Aliso Viejo are not substantially different than most other cities in Orange County. Construction costs for materials and labor have increased at a higher pace than the general rate of inflation. In addition, as the supply of buildable vacant land is exhausted, housing development must occur on underutilized land, adding the expense of demolition to the total cost of development. The International Code Council estimated that the average construction cost for good-quality housing was approximately $131 per square foot for single-family homes and $119 per square foot for multi-family housing; however, costs can significantly exceed these amounts depending on a variety of factors.

Cities have little control over materials and labor costs; however, Housing Programs 1, Adequate Sites for Affordable Housing can reduce the cost of development for projects by assuming the cost of amending the General Plan and Zoning designations to allow for additional residential development. Furthermore, as described in Housing Program 2, Facilitate the Provision of Affordable Housing, assistance to non-profit developers of affordable developments can also offset the cost of development.

### Land Costs

The cost of raw land typically accounts for a large share of total housing production costs. Land costs may vary depending on whether the site is vacant or has an existing use that must be removed. Similarly, site constraints such as environmental issues (e.g., steep slopes, soil stability, seismic hazards, or flooding) can be a factor driving up the cost of developable land.

Prices also vary depending on density, proximity to the coast and neighborhood characteristics. Recent asking prices for developable land in Aliso Viejo have been in excess of $1 million per acre. Because there are virtually no vacant sites suitable for residential development in Aliso Viejo, land prices depend heavily on the existing improvements on the property and can vary widely. Higher density reduces per-unit land costs. Aliso Viejo is a relatively high-density community in comparison to other cities in southern Orange County, and as noted previously, approximately 65 percent of the housing stock is attached housing, either condos or apartments. Therefore, although the price of land is expected to comprise a significant portion of the cost of housing, the City's zoning regulations allowing densities up to 50 units per acre serves to ameliorate this factor.

In Orange County, undeveloped land is limited, and combined with a rapidly growing population, land prices have generally increased. A review of lots for sale and recently sold, using Zillow and Home.com listings, found zero lots for sale. The nearest vacant lots for sale were both single family residential lots, one lot was in Laguna Niguel for $2 million for an acre, and the other was in Laguna Beach for $2.15 million per acre.

### Cost and Availability of Financing

Aliso Viejo is typical of Southern California communities with regard to the availability of home financing and interest rates. In recent years, mortgage interest rates have been very low by historic standards, resulting in increased affordability for home purchasers with good credit.

## GOVERNMENTAL CONSTRAINTS

Local policies and regulations can impact the price and availability of housing and, in particular, the provision of affordable housing. Land use controls, site improvement requirements, fees and exactions, permit processing procedures, and other factors may constrain the maintenance, development, and improvement of housing.

### Land Use Controls

Nearly all of the land in Aliso Viejo has either been developed or is permanently preserved for open space or recreation. The City was designed as a balanced planned community

and the Land Use Element designates approximately 1,500 acres, or 40 percent of the City's land area, for a wide variety of residential uses to ensure adequate housing opportunity for its residents. The distribution of residential uses specified in the Land Use Element is depicted on the Land Use Policy Map and includes:

- Very Low Density Residential (VLDR) – maximum 5 units per acre
- Low Density Residential (LDR) – maximum 8 units per acre
- Medium Density (MDR) – maximum 18 units per acre
- High Density (HDR) – maximum 30 units per acre
- Very High Density Residential (VHDR) – up to 50 units per acre

VLDR and LDR uses account for 45 percent of all residential uses in Aliso Viejo, while MDR constituted 33 percent. HDR uses are 20 percent of the overall residential mix and the remaining 2 percent is comprised of VHDR uses.

## Residential Development Standards

Most of Aliso Viejo is built out and the community has very few opportunities for new development. The City is comprised of portions of two master-planned communities: Aliso Viejo Planned Community and the Rossmoor Leisure World Planned Community. The area in northern Aliso Viejo that was part of the Rossmoor Leisure World Planned Community represents a small percentage of the City's land. There are no opportunities for new development in this area and the potential for redevelopment is low as existing uses are in good condition. There are limited opportunities for new development and redevelopment in the remaining portions of the City that were part of the Aliso Viejo Planned Community.

The portion of the city within the Aliso Viejo Planned Community (PC) was originally regulated by the Aliso Viejo Planned Community Development Plan and Supplemental Text, approved by the County of Orange prior to the City's incorporation in 2001. Upon incorporation, the City adopted the existing County PC regulations. In 2008 the City adopted a new Zoning Code that superseded the original PC regulations and established development standards for residential land uses. Effective February 19, 2010 the residential development standards were amended, as summarized in Table CP-25. The purpose and density of each residential district is as follows:

- RL Residential - Low Density District. To provide for the development and preservation of low-density neighborhoods with single-family detached or attached residences and condominiums. Maximum density is 8 units per gross acre.
- RM Residential - Medium Density District. To provide for the development and preservation of medium-density neighborhoods containing detached and attached single-family homes on smaller lots, duplexes, townhomes,

apartments, and condominiums. Each project will have ample common open space and recreation facilities. Maximum density is 18 units per gross acre.

- RH Residential - High Density District. To provide for the development and preservation of high-density neighborhoods consisting primarily of attached and multiple dwelling units such as townhomes, apartments, condominiums, and senior housing. Each project will have ample common open space and recreation facilities. Maximum density is 30 units per gross acre.

- RVH Residential - Very High Density District. To provide for the development and preservation of very-high-density neighborhoods consisting primarily of multiple dwelling units such as apartments, condominiums, and senior housing. Each project will have ample common open space and recreation facilities. Maximum density is 50 units per gross acre.

- PRD Planned Residential Development Overlay District. This is an overlay district which is to be combined with one of the residential base districts described above. The PRD overlay district provides for the development and preservation of planned unit developments with attached homes, detached homes, or a mixture of both. Each project will have ample common open space and recreation facilities. Setbacks and other development standards are to be tailored specifically to each project.

~~Table CP-26~~Table CP-25

Residential Development Standards

| | RL | | RM | RH | RVH | PRD [c] |
|---|---|---|---|---|---|---|
| | Single-Family Detached | Single-Family Attached | | | | |
| **Height and Area Standards** | | | | | | |
| Maximum structure height [a] | 35 feet, maximum 2 stories (lofts do not count as a separate story) | | 35 feet | 45 feet | 65 feet | Same as base district |
| Building site area, min. (sq/ft) | 3,000 | | 5,000 | 5,000 | 5,000 | |
| Building site coverage for entire project at initial development | No maximum | | 60% | 60% | 60% | |
| Min. Common Open Area (in addition to boundary landscaping), subject to sec. 15.14.120 | n/a | | 25% | 25% | 25% | |
| **Minimum Building Setbacks** [b] | | | | | | |
| Front | 10 feet | 10 feet | | n/a | n/a | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Side | 10 ft. for one side only; or 10 ft. aggregate for both sides | 0 ft. on attached side; 10 ft. on open side | For singlefamily detached and attached: same setbacks as RL; otherwise, n/a | | | As approved for each project |
| Rear | 10 feet | 10 feet | | | | |
| Minimum Perimeter Setback | n/a | n/a | 20 feet | 20 feet | 20 feet [d] | 20 feet [d] |
| **Landscaping** | | | | | | |
| Minimum Boundary Landscaping, subject to sec. 15.14.120 | n/a | n/a | For multifamily, 15 feet min., 20 feet min. avg. | | | |
| Minimum Parking Lot Landscaping | n/a | | Min. 4% of parking lots serving 10 or more cars shall be landscaped in addition to boundary landscaping. | | | |
| Drought Tolerance | n/a | | Min. 50% of landscaping must be drought tolerant. | | | |

Source: Aliso Viejo Zoning Code, 2013
a See Chapter 15.30 for additional provisions regarding height limits.
b Setbacks are measured from ultimate street right-of-way line. Also, setbacks are subject to the provisions of sec. 15.14.040 (Encroachments into Setbacks).
c The PRD standards shown are for projects approved after the effective date of this Code. For projects approved prior to the effective date of this Code, setbacks and other development standards shall be as established by the buildings as they exist on the effective date of this Code.
d All min. perimeter setbacks shall be increased 1 foot for every foot in height above 35 feet

## Community Benefit Overlay (CBO)

The City's General Plan identified several areas in which alternative standards could be used to maximize development in certain areas. These areas include:

- Vanitis
- Summit Aliso Viejo
- Aliso Viejo Resort and Golf Club
- Enterprise/Aliso Creek Road
- Eastwing

For each CBO area, the General Plan identifies the most intensive future use scenario while also allowing for up to two alternatives to allow for flexibility. All of the CBO areas have been developed except for the Enterprise/Aliso Creek Road CBO which lies in the Commons at Aliso Viejo Town Center. This is the area that was approved through Specific Plan for the Towers development. Development standards for the CBO areas relay on the underlying zoning district.

## Parking Standards

Overly stringent parking standards may pose a constraint to housing development and reduce the viability of potential affordable housing projects by reducing the number of units that can be built. The City's parking standards are contained in Chapter 15.50 of the Zoning Code and are shown in Table CP-26 below. As noted in this table, required parking for multi-family units may be provided in a garage or a carport. Reduced parking requirements are available for qualifying projects such as when affordable units are provided. The City's parking standards are generally in line with HCD's Building Blocks provided to local jurisdictions for guidance on parking requirements. The difference being that the City's standards are per unit and not per bedroom count for single family homes. For multifamily apartments there is a per-bedroom requirement that is slightly higher than that recommended by the Building Blocks due to the lack of public transportation in the area. The number of spaces required in multifamily apartments ranges from 1.5 to 2.5 spaces per unit, which is 0.25 to 0.75 spaces more than the Building Blocks recommendation. However, the City will be updating its standards and moving to a bedroom count to more closely reflect parking need based on size and number of bedrooms in the unit.

~~Table CP-27~~Table CP-26

Parking Requirements by Use

| Land Use | Minimum Off-Street Parking Requirement | Additional Requirements |
|---|---|---|
| Single family detached and single family attached | 2 spaces per unit in a garage plus 1 space for any second dwelling unit (which may be a tandem driveway space, subject to §15.14.080) | Plus 0.5 off-street guest spaces per unit if there is no on-street parking in front of the units. Each garage space shall have minimum unobstructed interior dimensions of 10 ft. x 20 ft. |
| Multifamily dwellings, townhomes | 2 spaces per unit in a garage | |
| Multifamily dwellings, apartments (either rental or condominium):<br>Studio:<br>1 bedroom:<br>2 bedrooms or more bedrooms: | <br><br>1 covered space per unit<br>1.2 covered spaces per unit<br>2 covered spaces per unit | Plus 0.5 guest spaces per unit, with parking distributed so that all units are within 150 feet of the resident's assigned or reasonably available parking space and within 150 feet of the nearest designated guest space. |
| Affordable housing (Ch. 15.58):<br>Studio to 1 bedroom:<br>2-3 bedrooms:<br>4 or more bedrooms: | <br>1 space per unit<br>2 spaces per unit<br>2.5 spaces per unit | Spaces may be tandem or uncovered. |
| Live/work and other mixed use developments | 2 spaces per unit in a garage plus the spaces required for the nonresidential uses per this chapter; or as required in applicable specific plan | Each garage space shall have minimum unobstructed interior dimensions of 10 ft. x 20 ft. |

| Land Use | Minimum Off-Street Parking Requirement | Additional Requirements |
|---|---|---|
| Mobilehome parks | 2 covered spaces per unit, which may be in tandem, plus 0.5 guest spaces per unit | |
| Single-room occupancy housing | 1 space per dwelling unit | |
| Boarding or rooming houses | 1 space per sleeping room | |
| Managed care: assisted living, congregate care facilities, and other senior group housing (age restricted) | 1 space per dwelling unit; or 0.5 spaces per bed in dormitory housing | If the number of beds is uncertain at the time of City review, the requirement shall be 0.5 spaces per each 100 sq/ft of sleeping area |
| Managed care: convalescent homes | 0.5 spaces per bed | |
| Homeless and emergency shelters | 0.3 spaces per bed* | If the number of beds is uncertain at the time of City review, the requirement shall be 0.3 spaces per each 100 sq/ft of sleeping area |
| Transitional and supportive housing | 1 space per dwelling unit; or 0.3 spaces per bed in dormitory housing | |
| Alcoholism or drug abuse recovery facilities and residential care facilities; all for 6 or fewer persons | As required for the single family or multifamily dwelling unit in which the facility is located | |

*See Program 10 in the Housing Plan

## Flexibility in Development Standards

The City's Municipal Code includes different processes that would allow for housing developers to either create new development standards or to deviate from existing development standards, as follows:

- The City has a Planned Residential Development overlay zoning district that allows deviation from specific development standards for planned development projects. (Aliso Viejo Municipal Code Section 15.10.040)
- The City's Zoning Code includes a process for a alternative parking standards. (Aliso Viejo Municipal Code Section 15.38.140)
- For affordable housing projects, the City allows incentives, which usually include deviations from development standards, and density bonuses (Aliso Viejo Municipal Code Chapter 15.58.010).

## Impact of Land Use Controls

The City has considered and analyzed all relevant land use controls as potential constraints on a variety of housing types, both independently and cumulatively with other land use controls. This analysis, as outlined above, includes reviewing current General Plan guidance and existing zoning standards. The City has traditionally not placed over-regulatory burdens on land use development, specifically for residential units. There are no development impact fees or exactions adopted as part of the code nor have developers found it difficult to meet parking and landscaping ratios. In two recent cases modifications to development standards were approved for the two affordable housing projects approved at 100 Freedom Lane, which provided 198 and 200 units of affordable housing. A reduction in required parking was approved for these projects, resulting in additional units. However, there have been numerous complaints from area residents regarding the lack of adequate parking. This is something that the property owner/manager has been working to address. The 435-unit apartment development at Vantis, on the other hand, was able to provide the required parking through a structure as a podium project. This is a market-rate project with 38 affordable units provided. As noted above, the City will evaluate and adopt new parking standards to more closely reflect need based on unit size/bedroom count.

The City has included Program 1 as part of the Housing Plan to commit the City to prepare, adopt, and implement new zoning standards consistent with the densities and intensities to meet and exceed the City's RHNA allocation. At this time, if an application was to be submitted for a site designated for development on any of the opportunity sites, the City would work with the applicant to prepare specific standards for the site which would set customized zoning consistent with the land use parameters identified in the opportunity sites. The City is committed to allowing the densities and intensities identified for these areas even as the final zoning standards are being prepared. Given this commitment and the City's inclusion of specific programs in the Housing Plan which commit the City to complete the rezoning process, the City finds that its current land use controls no not impact the ability to achieve the densities identified in the sites inventory.

## Condominium Conversions

Chapter 15.54 of the Zoning Code addresses the conversion of affordable units to ownership (condominium) units. The chapter includes a variety of provisions that are intended to preserve affordable housing opportunities, create additional affordable housing, and ensure that any housing stock that may be approved for an ownership opportunity be evaluated for compliance with construction and housing codes to ensure that the units are safe, sanitary, and livable. Primary features of the chapter include a requirement of an apartment vacancy rate of more than 5 percent unless mitigating circumstances are found by the City Council. The chapter also requires that 15 percent of converted units be affordable to very-low- and low-income households, as well as a

requirement to provide tenant relocation assistance. All affordable units are required to be sold with an affordability covenant that restricts the sale of the unit to a low-income or very-low-income buyer in accordance with the terms set forth in Subchapter 2 of Chapter 6.5 of Division 1 of Title 25 of the California Code of Regulations.

### Affordable Housing Incentives

Chapter 15.58 of the Zoning Code contains regulations and procedures for approval of a density bonus as well as additional incentives for affordable or senior housing. AB 2345 of 2019 amended State law to revise density bonus incentives that are available for affordable housing developments. Program 2 is included in the Housing Plan to update the City's density bonus regulations in conformance with State law.

### Accessory Dwelling Units

Section 15.14.080 of the Zoning Code contains regulations and procedures for approval of accessory residential units (ADUs) and junior accessory dwelling units (JADUs). Program 11 in the Housing Plan includes a provision to monitor changes to State law and update City regulations as necessary to ensure consistency ~~This section of the Code is consistent~~ with current ~~State~~ law.

### Provision for a Variety of Housing

A balanced community must offer a range of housing options for all economic segments of the population. This includes single-family housing, multi-family housing, factory-built or manufactured housing, mobile homes, reasonable accommodation in housing for persons with disabilities or special needs, emergency shelters, and transitional housing among others. Permitted residential land uses are summarized in Table CP-27.

~~Table CP-28~~Table CP-27
Permitted Residential Land Uses by District

| Residential Uses | RL Low Density Residential | RM Med. Density Residential | RH High Density Residential | RVH Very High Density Res. |
|---|---|---|---|---|
| Single-family dwellings, detached | P | P | NP | NP |
| Single-family dwellings, attached | P | P | P | P |
| Multifamily dwellings | NP | P | P | P |
| Single-room occupancy housing | NP | P | P | P |
| Boarding and rooming houses | NP | C | C | C |
| Individual manufactured homes including mobilehomes on single family lots, subject to sec. 15.14.100 | P | P | NP | NP |
| Mobilehome parks and developments, subject to sec. 15.14.100 | C | C | C | C |
| Alcohol or drug abuse recovery or treatment facilities that are licensed by the State for up to six persons | P | P | NP | NP |
| Homeless and emergency shelters[1] | NP | C | C | C |
| Transitional and supportive housing | P | P | P | P |
| | | | | |
| Guest houses, subject to AVMC Sec. 15.14.090 | A | A | NP | NP |

Accessory dwelling units subject to AVMC Sec. 15.14.080
P=permitted C=conditionally permitted A=accessory use
NP=not permitted 1. Emergency shelters are permitted in the BP-1 and BP-2 zones by-right

Transitional and Supportive housing is defined by California Government Code Section 65582(j).

Multi-Family Units: Multi-family residential is a permitted use with a Site Development Permit for the site and architectural design in the RM, RH, and RVH zoning districts (Table CP-25), although most of the land within these areas has already been built out. Future multi-family development can be achieved on the few remaining vacant properties with a change of zoning and general plan designation.

Manufactured Housing: Manufactured housing offers an affordable homeownership option to many low- and moderate-income households. In accordance with State law, the City of Aliso Viejo allows individual manufactured housing by right in the RL and RM residential zones providing these units are built to meet the California Building Code in accordance with applicable factory-built regulations.

Agricultural Employee Housing: As discussed previously in the Housing Needs Assessment, recent Census estimates reported no residents of Aliso Viejo were employed in farming, fishing and forestry occupations. Commercial agriculture is not permitted in any zoning district. The City's overall efforts to provide and maintain affordable housing opportunities will help to support any agricultural employees in other areas that may choose to reside in Aliso Viejo. In addition, Program 10 includes a Zoning Code amendment to allow agricultural employee housing for six or fewer employees as a single-family structure and

permitted in the same manner as other dwellings of the same type in the same zone consistent with the Employee Housing Act (Health and Safety Code §17021.5).

Residential Care Facilities: Residential care facilities can be described as any family home, group care facility, or similar facility for 24-hour non-medical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living. The Zoning Ordinance includes definitions for residential care facilities but does not identify any zones where such facilities are permitted. The Zoning Ordinance defines "Health facilities" as "a facility, place or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer" consistent with California Health and Safety Code §1250. Health facilities are allowed subject to a CUP in the Professional Office and Business Park-1 districts. Program 10 in the Housing Plan includes a commitment to review and amend regulations to ensure conformance with applicable law.

Alcoholism or drug abuse recovery or treatment facilities that are licensed by the State for a maximum capacity of six or fewer persons are permitted in all residential zoning districts consistent with State law.

Housing for Persons with Disabilities: In accordance with SB 520 and Government Code 65583(a)(7), the City recognizes the importance of providing housing for persons with disabilities. Persons with disabilities have a number of specific housing needs, including those related to design and location. Design needs generally include the removal of architectural barriers that limit the accessibility of dwelling units, and construction of wheelchair ramps, railings, etc. Location needs include accessibility to public transportation, commercial services, health care, and supportive services. Some persons with disabilities need group housing opportunities, especially those who are lower-income or homeless. The following discussion addresses these issues and determines that no specific City policy or regulation serves to impede the access that persons with disabilities have to housing that suits their specific needs.

Under the Lanterman Developmental Disabilities Services Act (Lanterman Act), small State-licensed residential care facilities for six or fewer persons must be permitted in all zones that allow single or multifamily uses, subject to the same permit processing requirements and development standards. As noted in Table CP 27, the City of Aliso Viejo's permits transitional and supportive housing by right in all residential zones, in compliance with the Lanterman Act. Occupancy standards for residential care facilities are the same as occupancy standards for all other residential uses. The Zoning Code also accommodates transitional and supportive housing in all residential districts subject only to the same requirements for residential uses of the same type (e.g., single-family or multifamily) in the same zone. These facilities may serve persons with disabilities.

*Building Code* - Building construction and procedures within Aliso Viejo are required to conform to the current California Building Code, as adopted in Chapter 13 of the City's Municipal Code. Standards within the Building Code include provisions to ensure accessibility for persons with disabilities. These standards are consistent with the Americans with Disabilities Act (ADA). No local amendments that would constrain accessibility or increase the cost of housing for persons with disabilities have been adopted and City officials are not aware of any instances in which an applicant experienced delays or rejection of a retrofitting proposal for accessibility to persons with disabilities.

*Reasonable Accommodations* - Both the Fair Housing Act and the California Fair Employment and Housing Act require local governments to make reasonable accommodation (i.e., modifications or exceptions) in their zoning laws and other land use regulations when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling.

For example, it may be a reasonable accommodation to waive a setback requirement so that a paved path of travel can be provided to residents who have mobility impairments. A similar waiver might not be required for a different type of group home where residents are not physically disabled. Whether a particular modification is reasonable depends on the facts, and must be decided on a case-by-case basis. Chapter 15.66 of ~~T~~the Zoning Code ~~includes~~ establishes procedures for ensuring reasonable accommodation, including timeframes for decision making, and provision for relief from various land use, zoning, or building regulations that may constrain the housing for persons with disabilities.

Notice of the availability of reasonable accommodation and application forms are prominently displayed at the City's public counter advising the public of the availability of the procedure for individuals with disabilities. After submittal of a reasonable accommodation request, the Director of Planning reviews the application and issues a decision within 30 days. The Director's decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following findings, all of which are required for approval:

1. The housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws.
2. The requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws.
3. There are no alternatives which may provide an equivalent level of benefit.
4. The requested accommodation would not impose an undue financial or administrative burden on the city.

5. The requested accommodation would not require a fundamental alteration in the nature of the City's land use, zoning or building policies, practices or procedures.

6. The requested accommodation will not result in a direct and significant threat to the health or safety of other individuals or substantial physical damage to the property of others.

Within 10 days of the Director's decision, an applicant may appeal the decision to the City Council. Upon request, the City will provide assistance to an individual needing assistance in filing an appeal to ensure that the appeals process is accessible to individuals with disabilities.

These procedures are consistent with fair housing law and do not pose a constraint on persons with disabilities. In recent years the City has typically processed about one reasonable accommodation request per year.

Definition of Family: The Zoning Code defines Family as "one or more related or unrelated persons occupying a dwelling unit and operating as a single housekeeping unit. "Family" does not include occupants of a fraternity, sorority, boarding house, short-term rental, lodging house, club, motel, or any other type of transitory lodging." This definition is consistent with applicable law and does not pose a constraint to persons with disabilities.

Emergency Shelters~~ and Transitional/Supportive Housing~~: Emergency shelters can be defined as charitable or public service facilities that provide temporary 24-hour shelter services to the homeless. The Zoning Ordinance allows emergency shelters by-right, without discretionary action, in the Business Park 1 and Business Park 2 districts.

No emergency shelters are currently located within Aliso Viejo. While a majority of the City's Business Park parcels are developed (consistent with all other areas of the City), there are vacancies within existing buildings, allowing for potential adaptive reuse of existing space. These parcels are infill sites in developed areas and are suitable for emergency shelters. Water, sewer, and utilities are available in the roadways adjacent to these parcels.

The BP districts are best suited for emergency shelters because they encompass approximately 240 acres conveniently located with access to transit and services required by homeless persons. The primary purpose of the BP-1 district is to provide business and employment-generating development, including a range of light industrial uses and supporting offices and services consistent with the General Plan business park designation. The primary purpose of the BP-2 district is to provide for a wide range of industrial, research, manufacturing, storage, and warehouse uses that may not be desirable in the BP-1 district. Development standards for emergency shelters are the same as for other uses in the BP-1 and BP-2 zones~~designed to permit a variety of uses including community facilities and limited service and retail offices~~. There are no hazardous conditions that are

inappropriate for human occupancy in these areas. As noted previously in the analysis of special needs, the most recent point-in-time survey (2019) identified one unsheltered person in Aliso Viejo.

~~Approximately twelve developed parcels with vacant or underutilized space that could accommodate emergency shelters are located within the BP districts, providing more than sufficient capacity to accommodate shelters to address this need.~~

Low Barrier Navigation Centers: In 2019 the State Legislature adopted AB 101 establishing requirements related to local regulation of low barrier navigation centers, which are defined as "Housing first, low-barrier, service-enriched shelters focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing." Low Barrier means best practices to reduce barriers to entry, and may include, but is not limited to:

1. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth
2. Accommodation of residents' pets
3. The storage of possessions
4. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms

Low barrier navigation centers meeting specified standards must be allowed by-right in areas zoned for mixed use and in nonresidential zones permitting multi-family uses. Program 10 is included in the Housing Plan to update City regulations consistent with State law.

Transitional/Supportive Housing: Transitional housing is a type of rental housing used to facilitate the movement of homeless individuals and families to permanent housing. Transitional housing may include case management and support services to return people to independent living as soon as possible, typically between 6-24 months. Supportive housing offers support services to residents who may have longer-term disabilities.

Transitional/supportive housing can take several forms, including group quarters with beds, single-family homes, and multifamily apartments. The Zoning Code specifies that Transitional / Supportive Housing is a residential use that is subject only to the same regulations that apply to other residential uses of the same type in the same zone in compliance with SB 2. In 2018 AB 2162 amended State law to require that supportive housing be a use by-right in zones where multi-family and mixed uses are permitted, including non-residential zones permitting multi-family uses, if the proposed housing development meets specified criteria. Program 10 is included in the Housing Plan to update City regulations consistent with State law.

## Planning and Development Fees

Planning and development fees can increase the cost of housing and pose a constraint to the development of affordable housing projects (see Table CP-28). While fees affect the cost of housing, they are necessary for the City to continue providing essential planning and building services, and do not exceed the actual cost of providing these services. Actual processing costs reflect a 100 percent cost recovery system. The only development impact fees that have been collected in the City are for projects with a development agreement. A multi-family project with a site development permit does not require a development agreement unless the developer requests such agreement. As of 2021, the fees to develop a typical single-family unit within a development (example: 2,150-square-foot house with 504-square-foot garage) and multi-family unit (10,142-square-foot 7-plex with 3,190square-foot garage) without a subdivision or development agreement are as follows:

~~Table CP-29~~Table CP-28

Planning and Development Fees

| Permit Process | Single Family Development[1] (per unit) | Multifamily Development[2] |
|---|---|---|
| Planning: The following applications are based on a cost recoverable deposit account<br>Site Development Permit<br>Conditional Use Permit<br>Coastal Development Permit<br>Development Agreement<br>General Plan Amendment<br>Master Sign Program<br>Minor Modification<br>Minor Site Development Permit<br>Specific Plan/Amendment<br>Variance<br>Zone Change<br>Zoning Code Amendment<br>Zone Compliance Letter<br>CEQA Review<br>Appeal | ~~Site Development Permit:~~ Cost Recoverable | ~~Site Development Permit:~~ Cost Recoverable |
| Planning: Administrative Use Permit | $931.50 | $931.50 |
| Planning: Exception Permit | $829.99 | $829.99 |
| Planning: Pre-Application Review | $650.86 | $650.86 |
| Planning: Ministerial Development Review | $429.92 | $429.92 |
| Planning: Zoning Plan Check Compliance | $89.57 hour | $89.57 hour |
| Building: Plan Check Fee | $2,091.84 | $6,474.94/structure |
| Building: Permit Fee | $3,218.20 | $9.961.46/structure |
| Building: Issuance | $82.40 | $82.40/structure |

| Permit Process | Single Family Development[1] (per unit) | Multifamily Development[2] |
|---|---|---|
| Building: Mechanical | $399.11 | $2,793.00/structure |
| Building: Plumbing | $267.00 | $1,869.00/structure |
| Building: Electrical | $389.96 | $2,201.36/structure |
| City General Plan: | $576.80 | $2,415.43/structure |
| State Building Fees: Strong Motion Implementation Program | $53.56 | $224.29/structure |
| Construction/Demolition Fee:<br>Recoverable Deposit:<br><br>Water Quality: | $211.83<br>(4% of valuation not to exceed $50,000)<br>$16,480.00<br>$229.00 | $180.00/structure<br>(4% of valuation not to exceed $50,000)<br>$50,000.00<br>$229.00 |
| Scanning $1.00/page | ($1.00/page)<br>$200.00 est. | ($1.00/page)<br>$300.00 est. |
| State Building Fees: SB 1473 | $17.00 | $70.00/structure |
| State CASp Fee: AB 1379 | $4.00 | $4.00 |
| Road Fees: San Joaquin Hill Transportation Corridor Agency | $5,893.00 | ($3,432.00/unit )<br>$24,024.00 |
| Road Fees: Coastal Area Road Improvements and Traffic Signals | $2,958.00 | ($2,367.00/unit)<br>$16,569.00.00 |
| Road Fees: Moulton Parkway | $609.00 | ($609.00/unit)<br>$4,263.00 |
| School Fees: Capistrano Unified School District (Paid at school) | ($4.08 per square foot, with the exception of properties within a development that includes a Mello-Roos) $8,772.00 | ($4.08 per square foot, with the exception of properties within a development that includes a Mello-Roos.) $41,379.36 |
| Impact Fees: Park, Open Space/Recreation, Water Connection, and Sewer Connection, Storm Drain | $0 | $0 |
| **Est. Total Fees** | **$42,452.70** | **$163,040.24 ($23,291.46 for each unit within the 7-plex)** |
| **Permit Process** | **Single Family Development[1] (per unit)** | **Multifamily Development[2]** |
| **Total fees as percentage of building valuation** | **10.3%** | **9.5%** |

Notes:
1. Based on 2,150-square-foot living area with 504-square-foot garage (valuation $412,000.00)
2. Based on 7-plex, 10,142-square-foot living are with 3,190-square-foot garage (valuation $1,725,308.00) Source: City of Aliso Viejo, 2021

Table CP-28 identifies current typical fees that would be collected per unit for hypothetical new single-family and multifamily development projects, based on the fees in effect in 2022. In summary, planning and building fees represent approximately 10 percent of total

development cost. Because the City does **not have development impact fees**, Aliso Viejo fees are typically **less** than most surrounding communities.

The City periodically evaluates the actual cost of processing development permits when revising its fee schedule. The last review and update occurred in 2022. Although development fees and improvement requirements increase the cost of housing, cities have little choice in establishing such requirements due to the limitations on property taxes and other revenue sources needed to fund public improvements.

## On- and Off-Site Improvements

City road standards vary by roadway designation as provided in Table CP-29.

~~Table CP-30~~Table CP-29 Road Improvement Standards

| Roadway Designation | Number of Lanes | Right-of-Way Width | Curb-to Curb Width |
|---|---|---|---|
| Major Highway | 6 | 120 | 102 |
| Secondary Highway | 4 | 80 | 64 |
| Collector Street | 2 | 64 | 40 |
| Local Street | 2 | 60 | 36 |
| Cul-De-Sac | 2 | 52-56 | 36-40 |

Source: City of Aliso Viejo General Plan - Circulation Element.

A local residential street requires a 60-foot right-of-way, with two 18-foot travel lanes. The City's road standards are typical for cities in Orange County and do not act as a constraint to housing development.

After the passage of Proposition 13 and its limitation on local governments' property tax revenues, cities and counties have faced increasing difficulty in providing public services and facilities to serve their residents. One of the main consequences of Proposition 13 has been the shift in funding of new infrastructure from general tax revenues to development impact fees and improvement requirements on land developers. As part of a Development Agreement, the City could require developers to provide on-site and off-site improvements necessary to serve their projects. Such improvements may include water, sewer and other utility extensions, street construction and traffic control device installation that are reasonably related to the project. Dedication of land or in-lieu fees may also be required of a project for rights-of-way, transit facilities, recreational facilities, and school sites, consistent with the Subdivision Map Act.

The City's Capital Improvement Program (CIP) contains a schedule of public improvements including streets, bridges, overpasses and other public works projects to facilitate the continued build-out of the City's General Plan. The CIP helps to ensure that construction of public improvements is coordinated with private development.

Although development fees and improvement requirements increase the cost of housing, cities have little choice in establishing such requirements due to the limitations on property taxes and other revenue sources needed to fund public services and improvements.

## Development Permit Procedures

Development review and permitting procedures ensure that residential construction proceeds in an orderly manner. However, the time and cost of permit processing and review can be a constraint to housing development if they place an undue burden on the developer. To help facilitate the process the City does offer and recommend pre-application review to potential applicants.

The process to obtain a development permit begins when a project proponent submits a project proposal to the City. For projects identified as "permitted" (see Table CP-27) such as~~a typical~~ single-family and multi-family projects, a Site Development Permit is required. The purpose of an SDP for a residential project is to confirm that the physical design of the project is consistent with development standards and design guidelines set forth in the zoning regulations. Unlike a conditional use permit, the SDP process does not examine the appropriateness of the use itself. The Director of Planning Services has the discretion to administratively approve a Site Development Permit or forward it to the City Council. The Decision of the Director is based on the following required Aliso Viejo Municipal Code findings:

1. Consistency with General Plan. The project is consistent with the general plan and any applicable specific plan.
2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and is consistent with this code and any applicable specific plan.
3. Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.
4. Architectural Design. The architectural design of the project, including but not limited to the architectural style, scale, building mass, materials, colors, architectural details, and roof style, is compatible with surrounding development.
5. Site Design. The site design of the project, including but not limited to project entries, interior circulation, pedestrian and bicycle access, pedestrian amenities, screening of equipment and trash enclosures, exterior lighting, and other site design elements, is compatible with surrounding development.

6. Landscape Design. Project landscaping, including but not limited to the location, type, size, color, texture, and coverage of plant materials, has been designed so as to provide visual relief, complement buildings, visually emphasize prominent design elements and vistas, screen undesirable views, provide a harmonious transition between adjacent land uses and between development and open space, and provide an overall unifying influence to enhance the visual continuity of the project.

The typical length of time for a Site Development Permit approved by the Director is two months. If the Director forwards the application to City Council, the typical process is four months. Standard practice for the City is to hold preapplication meetings at no cost to the property owner and/or applicant to ensure streamlined processing with little discretion at the time of formal submittal. The preapplication meetings include other departments and or agencies, such as the Fire Department, depending on the scope of work.

Once the site development permit is approved, a Building Permit, which is ministerial, is required. The permitting process is as follows:

- Applicant submits three sets of a site plan, floor plans, and elevations to the Building department. Additionally, the Applicant submits a Building Permit application with the required fee based on the valuation of the project.
- The application is taken in for a plan check, which is completed within ten business days. If revisions are necessary, the plans and comments are routed back to the Applicant. Following receipt of the revisions, Staff has five business days to review.
- Once the plan check is complete, the building permit department is able to issue the permit. It is incumbent upon the applicant to call for inspections once construction commences.

Very few residential projects require a conditional use permit (see Table CP-27). For those that do require a CUP, the process takes between four and six months. Applicants must submit site plans, floor plans and elevations along with public noticing labels. Staff reviews the application for completeness, transmits the plans when appropriate to the Public Works Department, Building Department, Orange County Fire Authority and Police Services. Comments are collected and provided to the application so that any necessary changes can be made and plans resubmitted. The application is then presented to the City Council for review. Required findings for approval are as follows:

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

2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.

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

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

Given the built-out character of the City, remaining development potential is fairly limited. The City does not have a backlog of development applications and is able to process applications in a timely manner. The City's development standards and Site Development Permit procedures provide clear, objective guidelines for developers and help to minimize the time required to obtain approval, which helps to reduce overall development cost. While current procedures do not pose unreasonable constraints, the City is currently developing permit tracking software to streamline the development review process.

The discretionary process allows the project to be reviewed for appropriateness, scale, architecture, site design, and compatibility with the surrounding area. As stated in Housing Program #9, the City is committed to preparing objective design standards consistent with the requirements of SB 35 Streamlined Permitting (Government Code Sections 65400 and 65582.1) requirements. Based on the timeline outlined above, typical residential development review, permitting requirements, and procedures for Site Development Permits, Use Permits, etc. do not appear to unduly constrain the development of housing.

## Developed Densities and Permit Times

The City has not experienced requests to develop at lower densities than anticipated in the sites inventory. The typical time from planning entitlement to building permit application varies considerably depending on the type of project. A remodel or ADU building permit application may be submitted within a week or so of planning approval while a large, complex project could require several months and may also be affected by the project financing, availability of construction labor and equipment, or other factors over which cities have no control.

Pulling the most recent developments, the following were the number of weeks between approval and building permit submittal date:

- Vantis Apartments – 8 weeks

- Vintage at Aliso – 18 weeks
- Liberty at Aliso – 25 weeks

## Building Codes and Enforcement

The City has adopted the 2019 California Building Codes, which include the California Building Code, California Residential Code, California Plumbing Code, California Mechanical Code, California Electric Code, California Fire Code, California Green Buildings
Standards Code, California Energy Code, California Administrative Code, and the California Referenced Standards Code. While adding to the cost of residential development, enforcement of the California Building Code is necessary to ensure the safety of current and future residents of Aliso Viejo.

Local amendments to the building codes were limited to:

- Ensuring swimming pool safety measures were in place as they were not carried forward in the 2019 Building Codes,
- Providing additional regulations in High Fire Severity Zones to ensure appropriate fuel medication standards
- Streamlined processing of permits for electric vehicle charging stations
- Standards for grease interceptors for businesses
- Proper address identification

These amendments are intended to promote public safety and do not pose a substantial constraint to the provision of housing. The fuel medication standards are the most stringent part of the local amendments; however, they do not create a burden or increase costs for individual homeowners because they are typically implemented by the homeowner's associations who maintain common landscape areas.

Code enforcement is primarily complaint-based. Complaints are investigated by the Code Enforcement Officer, and if a violation is found, the officer will attempt to gain voluntary compliance. If not reached, then a series of three notices would be issued. If the notices go unheeded then administrative citations can be issued or the matter can be referred to the City Attorney's Office. However, the City makes every attempt to work with homeowners and businesses to gain voluntary compliance.

The most common types of cases are noise and property maintenance issues. During the COVID-19 pandemic, there were issues with rent increases or inability to pay rent. In these cases, staff referred the resident to a partnering social service provider such as FAM and

South County Outreach, to the Fair Housing Foundation and/or to State programs for rental assistance.

# ENVIRONMENTAL, INFRASTRUCTURE, AND PUBLIC SERVICE CONSTRAINTS

Environmental factors and a lack of necessary infrastructure or public services can constrain residential development in a community by increasing costs and reducing the amount of land suitable for housing construction.

## Environmental Constraints

Environmental constraints related to wildland fire hazards, seismic activity, geology, or topography, potential for flooding, or other environmental issues can impact the cost associated with the maintenance, improvement, and development of housing. The Safety Element identifies areas within the City subject to seismic, geologic, wildfire, and flooding hazards which may constrain residential development, as well as policies and programs to mitigate these hazards.

High Fire Severity Zones: A portion of the west side of the City, located adjacent to the Aliso and Wood Canyons are in high fire hazard severity zones. This area is already builtout and no additional housing is anticipated in this area. In addition, OCFA conducts annual inspections within this area and has developed a system of collaboration with the homeowners and the homeowners associations to address any issues identified which are predominately related to trimming or removing landscaping.

Seismic and Geologic Constraints: Earthquake shaking is largely caused by the release of seismic energy during periods of sudden displacement along a fault. Aliso Viejo is located in a relatively active seismic region of the State and may be subject to moderate or severe ground shaking at any time. Although no known fault traverses Aliso Viejo that could subject it to ground-rupture, the Inglewood-Newport fault, located northeast of the City could trigger landslides and liquefaction. Measures identified in the Safety Element are required to mitigate hazards associated with natural seismic and geologic conditions and result in added development costs and constrain residential development. Nevertheless, these measures are necessary to protect public safety.

Flooding: The Safety Policy Map (Figure S-1 in the Safety Element) outlines portions of the community that fall within a 100-year flood zone. Most of this area is located in the Aliso and Wood Canyons Wilderness Park and has been designated as Open Space in the Land Use Element. However, no land designated for residential uses is located within the floodplain.

Ecological and Biological Resources: Although much of Aliso Viejo is comprised of urbanized or disturbed areas that generally have low habitat value for wildlife, nearly 25 percent of the City's land area is set aside as open space, the majority of which is located within the Aliso and Wood Canyons Wilderness Park, a significant source of ecological and biological resources.

Extensive research and planning efforts conducted by the County of Orange and other jurisdictions prior to the City's incorporation have identified the locations of sensitive habitats and species. Aliso Viejo lies within the Coastal subregion of the Orange County Natural Community Conservation Plan and Habitat Conservation Plan (NCCP/HCP) area.

Several areas within Aliso and Wood Canyons Wilderness Park are designated as NonReserve Open Space within the NCCP/HCP, while a substantial area west of the City is designated as NCCP Habitat Reserve. Within the Habitat Reserve area, the NCCP/HCP restricts the kinds of permitted uses to protect long-term habitat values. Residential uses are prohibited, as are new active recreational uses outside already disturbed areas.

## Infrastructure and Public Service Constraints

A lack of adequate infrastructure or public services and facilities to keep pace with the demands of new development can be a substantial constraint to residential development. This section looks at the City's domestic water, sewer, flood control, dry utilities and solid waste disposal systems to evaluate capacity to meet residential demands. SB 1087 of 2005 requires cities to provide a copy of their Housing Elements to local water and sewer providers, and also requires that these agencies provide priority hookups for developments with lower-income housing. The Housing Element will be provided to these agencies immediately upon adoption. The City is built out and the infrastructure, including those for all utilities and streets, is adequate to meet current and projected needs during the planning period. All utility and infrastructure providers have indicated the capacity to accommodate housing needs identified in this Housing Element.

Domestic Water: Potable water is imported by Metropolitan Water District of Southern California (MWD) and transferred to the Moulton Niguel and El Toro Water Districts, which serve Aliso Viejo. According to these Districts, existing piping and filtration infrastructure is adequate to serve future development within the City and the water supply is adequate at least until the year 2030. These districts are totally dependent on the MWD to meet water demands. According to the MWD's long-term water supply modeling, reliable supplies can be maintained until 2030 under conditions that have existed in prior dry periods.

The City will continue to work with the Moulton Niguel and El Toro Water Districts to implement the Urban Water Management Plans and ensure that adequate water supplies are available to meet the needs of existing and future growth. The City will review proposed development projects to ensure that approved projects do not degrade water

pressure or reduce supplies available to the rest of the community. Those projects found to be subject to California State Water Code 10910-10915 will be required to undergo review by the applicable water purveyor to ensure adequate water supplies will be available.

In addition, the City will encourage water conservation through various methods. The City will comply with AB 1881 regarding water conservation in landscaping irrigation. The City will coordinate with the Aliso Viejo Community Association (AVCA) to ensure that landscaping, park maintenance and other services provided by the Association employ water conservation measures and use recycled water if available from water suppliers. City officials will continue collaboration with Transportation Corridor Agency (TCA) to achieve attractive, well-maintained low-water landscaping within the Transportation Corridor. The City will continue to expand and implement a plant palette consisting of native and xeriscape plant species to serve as a model for private landscaping projects. In addition to conserving water, new landscaping within the City will be required to consist of 50 percent low water native or xeriscape plant species as required by the General Plan. These requirements will be re-evaluated periodically and the percentage of low water plants will be increased over time. These measures will mitigate the potential constraint on residential development resulting from future availability of adequate water supplies and infrastructure.

Sewer Facilities: The Moulton Niguel and El Toro Water Districts operate sewer collection and transmission facilities within Aliso Viejo. According to the Districts, these facilities are well-maintained and will be able to service future growth within the City. Collected wastewater is transmitted to the Regional Wastewater Treatment Plant operated by the South Orange County Wastewater Authority (SOCWA). New development will be required to cooperate with the Moulton Niguel Water District or the El Toro Water District to ensure that the existing wastewater infrastructure can adequately serve the project. The City will continue to cooperate with the South Orange County Wastewater Authority in efforts to provide adequate wastewater treatment services for Aliso Viejo. In addition, the City will continue to coordinate with the local water districts in their planning and maintenance of their wastewater collection facilities in the community to ensure adequate wastewater infrastructure for future residential development in Aliso Viejo.

Flood Control: The Orange County Flood Control District (OCFCD) is responsible for regional flood control facilities, while the City maintains local facilities that tie into OCFCD's regional system. Local drainage facilities consist mostly of underground closed conduits and storm drains located primarily in developed areas of the City. These facilities collect and convey storm water to regional facilities including the Laguna Canyon, Woods Canyon, and Aliso Creek Channels. The City will continue to coordinate with the OCFCD, which is responsible for maintenance and monitoring of regional flood control facilities.

Dry Utilities: Dry utilities such as electricity, telephone and cable are provided by private companies and are currently available in the areas where future residential development is planned. When new development is proposed the applicant coordinates with utility companies to arrange for the extension of service. There are no known service limitations that would restrict planned development during the planning period.

Solid Waste: Solid waste generated in Aliso Viejo is collected by a private contractor and transmitted to various landfills operated by the Orange County Integrated Waste Management Department (IWMD). Although Aliso Viejo is nearly built out, the Orange County population continues to grow and so does its waste. IWMD is responsible for ensuring that waste is disposed of in a way that protects public health, safety, and the environment. To accomplish this objective, IWMD developed a Regional Landfill Options for Orange County (RELOC) Strategic Plan. The City will continue to cooperate with IWMD in efforts to maintain and expand its regional landfill facilities. The adequacy of regional landfills to handle future flows of solid waste generated in Aliso Viejo will not constrain future residential development in the City.

# C.4 EVALUATION OF THE PRIOR HOUSING ELEMENT

Section 65588(a) of the Government Code requires that jurisdictions evaluate the effectiveness of the previous Housing Element, the appropriateness of goals, objectives and policies, and the progress in implementing programs for the previous planning period. This appendix contains a review the housing goals, policies, and programs of the previous housing element and evaluates the degree to which these programs have been implemented during the previous planning period, 2013 through 2021. The findings from this evaluation have been instrumental in determining the City's 2021-2029 Housing Implementation Program.

Table CP-30 compares the City's quantified objectives for the 5th planning period to accomplishments.

~~Table CP-31~~Table CP-30

Progress in Achieving Quantified Objectives 2013-2021

| Program Category | Quantified Objective | Progress |
|---|---|---|
| **New Construction** | | |
| Extremely Low | - | - |
| Very Low | 7 | 83 |
| Low | 34 | 335 |

| | | |
|---|---|---|
| Moderate | 199 | 386 |
| Above Moderate | - | 35 |
| **Total** | **240** | **839** |
| **Conservation (Sec. 8)** | | |
| Very Low<br>Low<br>Moderate<br>Above Moderate | 56 | 56 |
| **Total** | **56** | **56** |

Table CP-31 summarizes the programs contained in the previous Housing Element along with the program objectives and accomplishments.

Effectiveness in Meeting Special Housing Needs

In addition to the specific program accomplishments described in Table CP-31, the City has attempted to make strides in meeting the needs of its special needs population. Goal H-3, Policy H-3.1 states that the City should "identify and participate in programs and provide incentives through density bonuses and rezoning to encourage residential projects that include housing for seniors, low- and moderate-income groups or special needs group." This was accomplished through the rezoning and construction of two projects (2 Liberty and 4 Liberty) in which 402 units were constructed, 398 of which were senior affordable units. The 2 Liberty project was granted a density bonus with development standard concessions, and 4 Liberty was provided affordable housing in-lieu fees.

Policy H-3.2 encourages the "provision of housing and services for special needs groups, such as the homeless, the disabled and victims of domestic violence by providing City grants to agencies providing services to persons in these groups." The City has partnered with South County Outreach and Family Assistance Ministries to provide these services. In addition, the City used affordable housing in-lieu fees and its own General Fund to purchase an affordable unit to house homeless individuals.

~~Table CP-32~~Table CP-31 2013-2021
Housing Element Program Evaluation

| Program | Objectives | Timeframe | Progress |
|---|---|---|---|
| 1. Adequate Sites for Affordable Housing | 1) The City will process amendments to the General Plan and zoning designations for sites located at 4 Liberty and 2C Liberty to accommodate at least 249 lower income housing units in compliance with Government Code Sec. 65583.2.h and Sec. 65583.2.i.<br>2) Staff will provide assistance to applicants during the design review process.<br>3) The City will facilitate affordable multi-family development on these sites by supporting funding applications, allocating funds from the Affordable Housing In-Lieu Monies, and / or approving modifications to development standards. 4) The City will report annually to the California Department of Housing and Community Development on its progress in implementing this program.<br>5) The City will monitor project approvals and comply with the no net loss requirements of Government Code Sec. 65863. No zoning amendment or project approval shall reduce the residential density than assumed in Table CP-23 of the Housing Element Community Profile unless the City makes written findings in accordance with Sec. 65863 (b). | 1) Within first year of the planning period (October 15, 2014)<br>2) Ongoing<br>3) Ongoing 4) By April 1 each year<br>5) Ongoing | 1) On January 22 and February 5, 2014, the City processed amendments to the General Plan and zoning designations for sites located at 4 Liberty and 2C Liberty to accommodate at least 249 lower income housing units.<br>2) Staff provided assistance to the 2C Liberty site applicant during the design review process for the applicant's 2014 site development permit. Additionally, staff provided assistance to the 4 Liberty site applicant during the design review process for the applicant's 2015 site development permit.<br>3) On November 5, 2014, the City Council approved a 202-unit senior affordable project located at 2C Liberty. The approval included modifications/waivers to six (6) development standards. On October 7, 2015, the City Council approved a 200-unit senior affordable project located at 4 Liberty. The approval included modifications/waivers to six (6) development standards.<br>4) Following the March 17, 2021 public meeting, staff ~~will~~ submitted ~~this~~ the annual ~~planning~~ progress report to the California Department of Housing and Community Development. 5) The approval of the projects located at 2C Liberty for 202 units and 4 Liberty for 200 units exceeded the residential density at each site (144 units) assumed in Table CP-23 of the Housing Element Community Profile. |

| Program | Objectives | Timeframe | Progress |
|---|---|---|---|
| 2. Affordable Housing In-Lieu Funds | 1) The City will hire a qualified housing consultant to develop recommendations for the best use of the in-lieu funds, with the priority of extremely-low and very-low-income housing.<br>2) The City Council will make the funds available to qualified participants and could also be utilized to retain affordable status on units that may require City intervention and the associated administrative costs. | 1) Within first year of the planning period (October 15, 2014) 2) Within two years after the adoption of the Housing Element (January 22, 2016) | 1) On October 1, 2014, the City hired a qualified housing consultant, RSG, to develop recommendations for the best use of the in-lieu funds.<br>2) On February 4, 2015 the City Council considered and approved RSG's recommendations, and the funds became available to qualified applicants.<br>3) Per Resolution 2016-08 (approved February 17, 2016) the City provided Aliso Viejo 1776, LP., a $2,250,000 loan in lieu of providing 50 very-low income units at the 4 Liberty site.<br>4) Purchased affordable unit at 35 Playa with the in-lieu funds and placed a family of four facing homelessness.<br>5) Purchased affordable unit at 38 Colonial Way in September 2022. This unit will be repaired and upgraded before the consultant finds a family in need to occupy the unit.<br>6) City will maintain the two affordable units with on-going maintenance and repairs. As grants or other funds become necessary, additional affordable units will be purchased to place similar families in need. |
| 3. Homeownership Assistance Programs | Provide homebuyer assistance information to potential homeowners in Aliso Viejo. | ~~Ongoing~~<br>Annually by December 31. | As homebuyer assistance information becomes available from the County of Orange or non-profit agencies, staff does and will continue to make available the information on the City's website and at the public counter. Additionally, when one of the 58 affordable, owner-occupied units become available, an interest list of potential buyers is provided to the seller.<br><br>The City maintains a waiting list comprised of person(s) inquiring about the affordable housing units and the criteria for purchasing available units. The interested party is provided with a PreApplication Checklist to review and determine if they may qualify should a unit become available. If the inquiring party decides that they |

| Program | Objectives | Timeframe | Progress |
|---|---|---|---|
| | | | appear to be qualified, they provide their name, contact phone number, and email address. This information is passed on to a seller should a property come up for sale. At that time, a full application is completed, and the buyer would move forward if approved. This list is maintained and updated as any information may change. On average there are 120 people on the waiting list at any given time and approximately two units per year become available. |
| 4. Section 8 Housing Choice Vouchers | The City will continue to promote the use of Section 8 Housing Choice Vouchers in Aliso Viejo with the objective of expanding assistance to very-low income households. Specifically, the City will make referrals to OCHA, advertise the program on the City website and in newsletters, and distribute information at the public counter at City Hall. | Ongoing | The City has and will continue to make referrals to the Orange County Housing Authority (OCHA) regarding Section 8 Housing Choice Vouchers. In the past HE cycle, a total of 8 referrals to OCHA was made. As the OCHA administers the Section 8 vouchers, it is difficult to quantify how much the City's referrals will expand the actual voucher usage in the City. While the voucher usage cannot be quantified, the City estimates making approximately a similar number of referrals (8) as the last Housing Element Cycle. |
| 5. OCHA Special Needs Groups Rental Assistance Program | The City will continue to assist OCHA in promoting its Special Needs Groups Rental Assistance Programs in Aliso Viejo with the objective of expanding assistance to additional households with special needs. Specifically, the City will make referrals to OCHA, advertise the program on the City website and in newsletters, and distribute information at the public counter at City Hall. | Ongoing | The City has and will continue to make referrals to the Orange County Housing Authority regarding Special Needs Group Rental Assistance. While the voucher usage cannot be quantified as OCHA administers the Section 8 vouchers, the City estimates making approximately a similar number of referrals (8) as the last Housing Element Cycle.<br>The City estimates that approximately one referral was made every month during the planning period. It is unknown if OCHA expanded the program based on these referrals. In the next planning period, the City should increase efforts to document referral and increase communication with OCHA to follow-up on referrals. |

| Program | Objectives | Timeframe | Progress |
|---|---|---|---|
| 6. City Grants for Special Needs Groups | The City will allocate 50% of its Human and Social Services community assistance grant budget to incorporate homelessness prevention programs, programs for the disabled, and domestic violence support programs into the annual cycle of grant funding. | Ongoing | In FY 2017/18, 57% or $10,500 of the $18,500 Human and Social Services community assistance grant budget was approved for homeless prevention programs, programs for the disabled, and domestic violence support programs.<br>In FY 2018/19, 53% or $16,000 of the $30,000 Human and Social Services community assistance grant budget was approved for homeless prevention programs, programs for the disabled, and domestic violence support programs.<br>In FY 2019/20, 49% or $14,750 of the $30,000 Human and Social Services community assistance grant budget was approved for homeless prevention programs, programs for the disabled, and domestic violence support programs.<br>In FY 2020/21, 80% or $14,750 of the $18,500 Human and Social Services community assistance grant budget was approved for homeless prevention programs, programs for the disabled, and domestic violence support programs.<br>~~66% or $12,250 of the $18,500 Human and Social Services community assistance grant budget was approved for homeless prevention programs, programs for the disabled, and domestic violence support programs in July 2020.~~ |
| 7. Code Enforcement | The City's Code Enforcement Staff will continue to enforce property maintenance standards and adopted City Building and Zoning Codes. The City will promote the importance of property maintenance to long-term housing quality and property values, and encourage community and neighborhood preservation through the Aliso Viejo | ~~Ongoing~~<br>Annually by December 31. | The City's code enforcement staff has and will continue to aggressively enforce property maintenance standards, including the enforcement of health and safety provisions.<br>The City maintain a 0.5 FTE code enforcement officer. To date, this has been sufficient, however, if the number of cases continues to increase, an additional 0.5 FTE may be required. |

| Program | Objectives | Timeframe | Progress |
|---|---|---|---|
| | Community Association (AVCA), City newslettersnews, cable television, and informational brochures at the public counter at City Hall. As opportunities become available, the City will consider funneling resources into home rehabilitation. | | To date, monies have not become available to assist with home rehabilitation. However, the City intends to make programs available during the new cycle with the use of CDBG funds |
| 8. Conservation of Existing and Future Affordable Units | Annually, the City will monitor the status, notify residents of potential conversion, and pursue options to preserve the units. | Ongoing | Planning staff has and will continue to monitor the affordable units. In 2020, the City did not receive any notices for potential conversions. |
| 9. Streamlined Residential Permit Processing | Minimize permit processing time to reduce development costs for affordable housing. | ~~Ongoing~~ December 31, 2023 | ~~Planning staff worked diligently with the applicant for 2C Liberty to minimize permit processing time for its affordable housing 202unit project. The application was submitted in May 2014 and approved in November 2014, a total of six months. Additionally, Planning staff worked diligently with the applicant for 100 Freedom Lane (4 Liberty) to minimize permit processing time for its affordable housing 200-unit project. The application was submitted in May 2015 and approved in October 2015, a total of five months. In 2018, staff continued to assist the 100 Freedom Lane development through the construction process.~~ In 2019, the City was also awarded $160,000 in first year SB 2 grant funds to secure a Enterprise Land Management software system. The new software system went live in April 2022 and needs to be fully configured to utilize the online portal. The online portal will allow for online application submittals and payments, internal plan check, and issuance of approvals. It is anticipated that the processing time will be reduced by a third by removing the in-person submittal travel and processing time; allowance of concurrent review time of internal and external associated agencies; and issuance of electronic approvals via the public portal. |

| Program | Objectives | Timeframe | Progress |
|---|---|---|---|
| 10. Fair Housing Services | The City will continue to contract to support fair housing services for City residents. The City will advertise fair housing services on its website and at the public counter at City Hall, library, and other community locations. | Ongoing | As of July 1, 2020, the City initiated a contract with the Fair Housing Foundation to provide fair housing services. From January 1, 2020 - June 30, 2020, the City contracted with the Fair Housing Council of Orange County (FHCOC) via the entitlement status administrative partnership with the County of Orange. |
| 11. Encourage Energy Conservation | Amend zoning regulations to encourage energy conservation. | 2014 | As of September 2014 (approved July 16, 2014) a zoning code amendment creating AVMC 15.68 Green Building Program became effective to encourage energy conservation. The amendment included the implementation of a fee reduction for ~~energy conserving permits and a solar education program.~~ solar photovoltaic systems, tankless water heaters, glass windows and doors, and high efficiency HVAC. In the last HE cycle, a total of 1,355 permits were subject to the Green Building Program. It is anticipated that the similar number of permits will be subject to the same program in the new HE cycle. |

# C.5 SITES INVENTORY

## Overview

State law requires cities to identify adequate sites with appropriate zoning to accommodate the assigned regional housing need for the planning period. This section includes an evaluation of the capacity for additional residential development during the 2021-2029 planning period.

## Affordability Assumptions

State law establishes a "default density" of 30 units per acre that is considered suitable for lower-income housing. The site inventory analysis is based on this affordability assumption. While the inventory must assign potential units on each site to income categories, those allocations are not an affordability mandate or a prediction of the actual income levels of future units. The purpose of assigning potential units to income categories is to determine whether adequate sites are available to accommodate the City's RHNA allocation based on the default density criteria established in State law. Because all of the sites listed in the inventory are currently zoned, or are proposed for rezoning, to allow residential densities of at least 30 units/acre, these sites are all suitable for housing of any income level. As required by Government Code Sec. 65863 (no net loss) the City must evaluate future housing developments on sites listed in the Housing Element and ensure that it can accommodate, at all times throughout the planning period, its remaining unmet share of the regional housing need.

## Existing Sites Inventory

Nearly all of the properties designated for residential use in Aliso Viejo have been developed. Table CP-32 lists vacant sites in the city with land use designations that allow additional residential development based on current zoning designations. Two sites – the The Commons at Aliso Viejo Town Center Specific Plan (Specific Plan No. 2) and the Freedom Lane property – remain~~s~~ undeveloped. The Commons Specific Plan designates the residential portion of the site for 140 residential dwelling units up to 30 dwelling units per acre of which 10% of the units would be affordable. However, the City has been in discussions with the property owner on a revised project that would expand the size of the residential area to 4.4 acres and include 362 multi-family residential dwelling units at a density of 82 dwelling units per acre. The project application was submitted to the City in April of 2023 and is under review at the time of preparation of this document. The project would maintain the 10% affordability requirement of the Specific Plan and include ~~no project-specific development entitlement has been approved for this property,~~ 9 very low-income, 9 low-income and 18 moderate-income units. Based on the Specific Plan, a 100% non-residential project would not be permitted on the site. ~~and the 119 additional units~~

~~assumed for the site are assigned to the moderateincome category based on allowable density. The zoning allows stand-alone residential development.~~

The Freedom Lane property includes 7.065 acres located southeast of the intersection of Liberty and Freedom Lane and is currently vacant. The property is designated and zoned Mixed-Use/Residential Overlay (MU/R) and comprises four adjacent parcels under single ownership. The City has received recent interest from prospective applicants about developing high-density multi-family housing on the property and is supportive of a lot consolidation to accomplish this goal. Lot consolidation may be achieved through a lot merger or lot line adjustment process, prior to or concurrently with future development of the site and the Housing Element includes an action item to process a lot consolidation on this property by December of 2024. At the allowable density of 90 du/ac, the site could accommodate 636 dwelling units. However, a more conservative net estimate of 509 units (80% of maximum density) was used for the purpose of this analysis. Of these, 169 units were assumed to be very low-income, 169 units low-income and 169 moderate-income based on Government Code Section 65583.2(c)(3) that allows higher density to be used as a proxy for lower income affordability. Although a 100% non-residential project would be permitted on the Freedom Lane property, this is not considered likely due to the interest in developing high-density housing in the area and recent developer interest in the site.

## Accessory Dwelling Units

Accessory dwelling units (ADUs) represent an excellent opportunity for affordable housing in built-out communities such as Aliso Viejo, particularly for single persons or small households such as the elderly, college students, young adults, and caregivers. Recent changes in State law have made the construction of ADUs much easier for homeowners, and the City has seen an increase in ADU development applications and inquiries recently. During the past few years the City has approved 2 ADU permits, although neither of those has yet been built. Based on ADU applications and increased awareness of and interest in ADUs, it is expected that 8 ADUs will be built during the 2021-2029 planning period. In order to determine affordability levels for these units, the City relied on SCAGs analysis of ADU affordability in the region. Based on this analysis, the breakdown would be 2 very low-income, 4 low-income and 2 moderate-income units. ~~public inquiries, it is expected that a few ADUs will be built each year during the remainder of the planning period. However, the City is conservatively assuming no ADU credit toward the RHNA allocation. Based on recent analysis conducted by SCAG approximately two-thirds of future ADUs are expected to be affordable to lower-income households, which would provide additional capacity to address housing needs.~~

## Underutilized Sites Proposed for PRD Overlay

As seen in Table CP-32, based on the current inventory of potential sites for housing development there is a shortfall of capacity to accommodate the City's RHNA allocation. To accommodate this shortfall, the Housing Plan includes Program 1, Adequate Sites for New Housing to amend General Plan and zoning designations for sufficient sites to be selected from the sites listed in Table CP-33 to accommodate the RHNA allocation. Maps showing these sites are provided in Figure CP-1.

As noted in the existing sites inventory analysis above, there are no vacant sites in the city that are suitable for rezoning for residential use. The only vacant parcels in the city are unsuitable for residential development for one or more of the following reasons:

- Deed-restricted permanent habitat conservation or open space (such as Aliso-Wood Canyon Regional Park)
- Common areas owned by homeowner associations (mostly manufactured slopes)
- City-owned parkland
- Flood hazard zones, steep slopes, or other environmentally sensitive areas
- Entitlements have been granted for business/medical uses
- Adjacent to incompatible industrial/business park land uses that generate noise throughout the day and night

Due to the lack of vacant developable land and the fully developed condition of existing residential neighborhoods, the RHNA allocation can only be accommodated through amendments to General Plan and zoning in non-residential areas, through potential accessory dwelling units, and through religious sites discussed herein.

As in many built-out urban communities in coastal Southern California, the best opportunities for residential development are properties previously developed for commercial or business park uses. Due to changing real estate market conditions, many of these areas have become ripe for additional development or redevelopment for housing or mixed residential/commercial uses.

Numerous examples of this type of redevelopment have recently occurred in nearby cities such as Laguna Niguel, a master-planned community that was also originally approved under the jurisdiction of the County of Orange in the 1980s, and which is immediately adjacent to the southeast of Aliso Viejo. In Laguna Niguel, several recent multi-family developments at densities up to 100 units/acre have replaced former commercial or light industrial properties in the "Laguna Niguel Gateway" area. These new residential developments are within the same market area as Aliso Viejo and demonstrate the

feasibility and market demand for high-density residential redevelopment. City staff conversations with property owners and developers have confirmed similar interest in the residential redevelopment of commercial or business park properties in Aliso Viejo.

In addition to this recent local experience, previous academic research by the University of California, Berkeley[1] to identify potential infill development opportunities in California concluded that the ratio of improvement value to land value (I/L ratio) serves as an indicator of the likelihood of redevelopment. That study utilized an I/L ratio of less than 1.0 for commercial and multi-family residential properties, and the authors of that study noted that this methodology "…has a strong theoretical and empirical basis: urban parcels for which improvement values are less than land values are widely considered to be economically underutilized. Indeed, many, if not most, market-rate infill housing projects are currently built on refill sites."

To identify the most appropriate sites with high potential for residential redevelopment during the 2021-2029 planning period, the City conducted an extensive review of commercial and business park areas where housing development may be appropriate, with particular attention to the following factors:

- A substantial amount of surface parking or low-value uses such as storage
- For Sale or For Lease signs, or other information indicating expired leases
- Ratio of assessed improvements-to-land value (I/L ratio) less than 1.0
- Good access to opportunity, including transportation, commercial services, schools, medical facilities and employment
- Parcels of substantial size (i.e., 2 acres or more) or adjacent parcels under common ownership and suitable for consolidation into a single building site
- Property owner interest in redevelopment

Based on these considerations the City identified a preliminary list of sites, which was posted for public review. The preliminary list of sites was then reviewed by the City Council at a public workshop, and property owners and other interested stakeholders had

the opportunity to provide input on the appropriateness of those sites, or to suggest other sites that should be considered for residential redevelopment. Based on public comments a revised list of sites was prepared. Sites were selected based on public input and have been supported by housing advocacy groups.

[1] University of California, Berkeley Institute of Urban and Regional Development, The Future of Infill Housing in California: Opportunities, Potential, Feasibility and Demand, 2005

The revised list of sites that resulted from the public review process is shown in Table CP-33. All of these sites are currently developed, although several of the parcels only contain surface parking lots. All of the sites are at least 2 acres and less than 10 acres in size, although a few of the parcels in Site 3 are less than one-half acre but are adjacent and suitable for consolidation into a single development. With the exception of the Aliso Viejo Town Center site, the potential yield for the sites has been conservatively estimated at 30 dwelling units per acre (i.e. the low end of the density range). The Town Center site is expected to build out at a higher density reflective of the mixed-use urban nature of the center and was assumed to build out at 80% of the maximum density for a total of 504 units. In addition, the City has begun discussions with the multiple owners of that property who have indicated a willingness to work cooperatively together to consolidate the sites and develop a high-density residential project on the property.

Religious Sites

In addition to the sites proposed for the PRD Overlay, religious sites were examined for their potential to accommodate multi-family residential development. Recent state laws have encouraged infill residential development on church sites, which often comprise large sites with excess surface parking lots. Aliso Creek Church, located at 2A Liberty, and Corpus Christi Church, located at 27231 Aliso Viejo Parkway, both encompass large sites with ample surface parking and offer the ability to infill with high-density multi-family housing.

In order to estimate the number of units that could be built in the two church sites, a portion of each site's parking area was identified for potential development. A density of 80% of the maximum density of 90 dwelling units per acre was assumed for these sites with the expectation that the religious institutions would want to maximize development and reflecting the trend in Orange County for higher density residential projects. In terms of affordability, the units were assumed to be 33.3% very low-income, 33.3% low-income and 33.3% moderate-income reflecting the charitable nature of these organizations as well as state law that allows higher density to be used as a proxy for lower income affordability. Table CP-34 outlines the density assumptions for the two church sites which contribute to the CIty'

## Realistic Capacity

~~As shown in Table CP-33, the proposed density range for rezoned sites is 30 to 50 units/acre, which is consistent with recent market trends in Aliso Viejo and other coastal portions of southern Orange County.~~ As noted above, the sites included in this analysis were assumed to build-out with densities ranging from 30 dwelling units per acre to 80% of 90 dwelling units per acre. This is consistent with recent market trends in Aliso Viejo and other coastal portions of southern Orange County. Also, recent residential redevelopment projects in Laguna Niguel have occurred at significantly higher densities (up

to 100 units/acre) and two recent residential developments in Aliso Viejo at 2C Liberty and 4 Liberty have been built at densities of 50 units/acre. There are no site characteristics indicating that potential development on the sites proposed for redesignation/rezone and religious sites would not be able to achieve these densities.

2C Liberty

~~The potential yield for the candidate sites has been conservatively estimated as 30 units/acre (i.e., the low end of the proposed density range) for all sites except the Commons, which is estimated at 50 units/acre because this site is considered a prime candidate for higher density and the property owner has indicated interest in development at this density. Using these assumptions, the total potential yield of the candidate sites would be 1,097 units, which represents only 73% of the total potential yield of 1,497 units if all these sites were developed at the high end of the range (50 units/acre).~~

4 Liberty

## Infrastructure Availability

Infrastructure such as water, wastewater, drainage systems and dry utilities are in place for all of the candidate sites, and there are no known limitations that would preclude the anticipated level of development. As part of future Land Use Element amendments and zoning changes to ensure availability of adequate sites (see Program 1a) CEQA analysis will be conducted to confirm infrastructure availability, and if any constraints are identified, appropriate mitigation measures will be established to ensure that infrastructure improvements will be available to serve future development on these sites.

## Environmental Constraints

As discussed previously in the Constraints section, there are a variety of environmental conditions that affect development throughout California; however, all of the candidate sites have been previously developed and there are no known environmental issues that would preclude their redevelopment for residential uses. There are no heavy industrial uses or known hazardous contamination on or adjacent to any of the sites listed in Table CP32 and Table CP-33. Therefore, environmental conditions are not expected to preclude residential redevelopment of these sites at the proposed densities.

## Conclusion

Recent amendments to Housing Element law adopted by the State Legislature (Government Code Sec. 65583.2(g)(2)) require that when a city is relying on nonvacant sites to accommodate 50 percent or more of its housing need for lower income households, the methodology used to determine additional development potential shall demonstrate that the existing use does not constitute an impediment to additional residential development during the planning period. An existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period.

Based upon the foregoing analysis, the City finds that existing uses on the candidate sites listed in Table CP-33 are likely to be discontinued during the planning period and do not impede additional residential development for the following reasons:

- With the exception of two vacant properties (The Commons at Aliso Viejo Specific Plan area and the Freedom Lane property) there are no vacant sites suitable for residential development remaining Aliso Viejo. Therefore, additional residential development can only be accommodated through the redevelopment of underutilized properties, or through accessory dwelling units and SB 9 urban lot splits.

- Additional demand for housing in Orange County, as evidenced by rapid increases in housing prices and rents, a shortage of housing available for sale or rent, and real estate "bidding wars," creates strong market incentives for the conversion of existing underutilized commercial and business park properties in Aliso Viejo.

- Societal changes brought about by Covid-19 such as an increase in remote office work and on-line shopping have resulted in reduced demand for commercial and office space, which has adversely impacted the profitability of commercial real estate. At the same time, residential real estate demand has increased significantly.

- Recent examples of successful multi-family residential development in Aliso Viejo and neighboring cities at similar or higher densities than assumed in the list of candidate sites.

- Specific characteristics of the candidate sites listed in Table CP-33 that create strong incentive for redevelopment such as development interest expressed by property owners or developers, large parking areas, low-value uses such as storage, assessed improvement-to-land value ratios significantly less than 1.0, For Sale or For Lease signs, vacant buildings, or other information indicating expired leases, good access to opportunity and residential amenities such as transportation, commercial and medical services, schools and employment opportunities, parcels of substantial size

or adjacent parcels under common ownership that are suitable for consolidation into a single building site.

~~Table CP-33~~Table CP-32
Existing Sites Inventory & ADUs

| Site No. | Site | APN | General Plan (current) | Zoning (current) | Site Size (Acres) | Existing Use | Density (du/ac) | Very Low | Low | Mod. | Above Mod. | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | The Commons at Aliso Viejo Town Center – Towers Planning Area[1] | 629-101-16<br>629-101-17 (por)<br>629-101-18 | CBO – The Commons at AVTC | SP No. 2 – Commons | 4.4 | Parking | 82 | 9 | 9 | 18 | 326 | 362 |
| 2 | Freedom Lane[2] | 632-141-12<br>632-141-13<br>632-141-14<br>632-141-15 | Mixed Use/ Residential (MU/R) Overlay | Mixed Use/ Residential (MU/R) Overlay of BP-1 & RVH | 7.065 | Vacant | 72.1 | 170 | 170 | 169 | 0 | 509 |
| n/a | Potential ADUs[3] | | | | | | | 2 | 4 | 2 | 0 | 8 |
| | Subtotal: | | | | | | | 181 | 183 | 189 | 326 | 879 |
| | **RHNA 2021-2029** | | | | | | | **390** | **214** | **205** | **386** | **1,195** |
| | **Adequate Sites? (shortfall)** | | | | | | | **(209)** | **(31)** | **(16)** | **(60)** | **(316)** |

*[1] Density and income assumptions based on 2022 on-going discussions with developer including 10% affordable units which will include 25% very low-income, 25% low-income and 50% moderate.*

*[2] Density and income assumptions include 80% of maximum density allowed with 33.3% very low-income, 33.3% low-income and 33.3% moderate income based on Government Code Section 65583(c)(3) which allows jurisdictions to use higher density as a proxy for lower income affordability.*

*[3] ADU assumptions based on 2 ADUs per year 2021-2029; affordability based on SCAG Regional Accessory Dwelling Unit Affordability Analysis, 2021.*

| ~~Site/APN~~ | ~~General Plan~~ | ~~Zoning~~ | ~~Acreage~~ | ~~Density~~ | ~~Units by Income Category~~ | | | | ~~Total Units~~ |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | ~~VL~~ | ~~Low~~ | ~~Mod~~ | ~~Above Mod~~ | |
| ~~The Commons at Aliso Viejo Town Center – Towers Planning Area APN 629-101-17 (portion)~~ | ~~CBO – The Commons at AV Town Center~~ | ~~SP No. 2 - Commons~~ | ~~4.1~~ | ~~34.1 units/acre~~ | ~~7*~~ | ~~14*~~ | ~~119~~ | ~~0~~ | ~~140~~ |
| ~~Potential ADUs~~ | | | | | ~~110~~ | ~~217~~ | ~~212~~ | ~~01~~ | ~~540~~ |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ~~Totals~~ | | | ~~4.1~~ | | ~~817~~ | ~~1631~~ | ~~121131~~ | ~~01~~ | ~~145180~~ |
| ~~Housing Need 2021-2029~~ | | | | | ~~390~~ | ~~214~~ | ~~205~~ | ~~386~~ | ~~1,195~~ |
| ~~Adequate Sites? (Shortfall)~~ | | | | | ~~(383343)~~ | ~~(200183)~~ | ~~(8674)~~ | ~~(386385)~~ | ~~(1,0551,015)~~ |

~~Notes:~~

~~* Deed restricted units~~

~~Table CP-34~~Table CP-33

Sites Proposed for PRD Overlay to Meet RHNA

| Site No. | Site Address/ Intersection | APN | General Plan (current) | Zoning (current) | Parcel Size (Acres) | Existing Use | I/L Ratio | Proposed GP | Proposed Zoning | Min Density (du/ac) | Max Density (du/ac) | Very Low | Low | Mod | Above Mod | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***3*** | ***1 Columbia[1]*** | ***623-141-01*** | ***BP*** | ***BP-2*** | ***2.0*** | ***Offices*** | ***0.45*** | ***MU*** | ***MU*** | ***30*** | ***50*** | ***18*** | ***18*** | ***6*** | ***18*** | ***60*** |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-44 | TCC | CT | 1.0 | Parking | 0.70 | MU | MU | 30 | 90 | 24 | 24 | 24 | | 72 |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-42 | TCC | CT | 0.4 | Parking | 0.19 | MU | MU | 30 | 90 | 10 | 10 | 9 | | 29 |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-43 | TCC | CT | 0.7 | Parking | 0.00 | MU | MU | 30 | 90 | 17 | 17 | 16 | | 50 |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-48 | TCC | CT | 1.4 | Parking | 0.53 | MU | MU | 30 | 90 | 34 | 34 | 33 | | 101 |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-20 | TCC | CT | 0.2 | Parking | 0.19 | MU | MU | 30 | 90 | 5 | 5 | 4 | | 14 |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-41 | TCC | CT | 1.0 | Parking | 2.43 | MU | MU | 30 | 90 | 24 | 24 | 24 | | 72 |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-17 | TCC | CT | 0.5 | Parking | 0.00 | MU | MU | 30 | 90 | 12 | 12 | 12 | | 36 |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-45 | TCC | CT | 0.7 | Parking | 0.18 | MU | MU | 30 | 90 | 17 | 17 | 16 | | 50 |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-01 | TCC | CT | 0.3 | Parking | 0.38 | MU | MU | 30 | 90 | 8 | 7 | 7 | | 22 |
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-02 | TCC | CT | 0.7 | Parking | 0.49 | MU | MU | 30 | 90 | 17 | 17 | 16 | | 50 |

| Site No. | Site Address/ Intersection | APN | General Plan (current) | Zoning (current) | Parcel Size (Acres) | Existing Use | I/L Ratio | Propose d GP | Proposed Zoning | Min Density (du/ac) | Max Density (du/ac) | Very Low | Low | Mod | Above Mod | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4 | Enterprise & Aliso Creek Rd.[2] | 629-321-03 | TCC | CT | 0.3 | Parking | 0.16 | MU | MU | 30 | 90 | 8 | 7 | 7 | | 22 |
| ***Subtotal: Site 4*** | | | | | ***7.2*** | | | | | | | ***176*** | ***174*** | ***168*** | | ***518*** |
| 5 | 26800 Aliso Viejo Pkwy.[1] | 629-451-07 | PO | PO | 2.0 | Offices | 0.46 | MU | MU | 30 | 50 | 18 | 18 | 6 | 18 | 60 |
| 5 | 26800 Aliso Viejo Pkwy.[1] | 629-451-08 | PO | PO | 2.0 | Offices | 0.44 | MU | MU | 30 | 50 | 18 | 18 | 6 | 18 | 60 |
| 5 | 26800 Aliso Viejo Pkwy.[1] | 629-451-09 | PO | PO | 3.0 | Offices | 0.30 | MU | MU | 30 | 50 | 27 | 27 | 9 | 27 | 90 |
| ***Subtotal: Site 5*** | | | | | ***7.0*** | | ***0.38*** | | | | | ***63*** | ***63*** | ***21*** | ***63*** | ***210*** |
| ***6*** | ***35 Journey*** | ***632-134-07*** | ***BP*** | ***BP-1*** | ***2.0*** | ***Offices*** | ***0.49*** | ***MU*** | ***MU*** | ***30*** | ***50*** | ***18*** | ***18*** | ***6*** | ***18*** | ***60*** |
| ***TOTALS:*** | | | | | ***16.4*** | | | | | | | ***275*** | ***273*** | ***201*** | ***99*** | ***848*** |

[1] Assumes development at 100% of minimum density allowed with 30% very low-income, 30% low-income, 10% moderate-income, and 30% above moderate-income.

[2] Assumes development at 80% of maximum density allowed with 33.3% very low-income, 33.3% low-income, and 33.3% moderate-income based on State law which allows density to be used as a proxy for affordability.

| ~~Site~~ | ~~Site Address/Intersection~~ | ~~APN~~ | ~~General Plan (Current)~~ | ~~Zoning (Current)~~ | ~~Parcel Size (Acres)~~ | ~~Existing Use~~ | ~~I/L Ratio~~ | ~~Proposed GP~~ | ~~Proposed Zoning~~ | ~~Min Density (units/acre)~~ | ~~Max Density (units/acre)~~ | ~~Lower~~ | ~~Mod~~ | ~~Above Mod~~ | ~~Total~~ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ~~1~~ | ~~1 Columbia~~ | ~~623-141-01~~ | ~~BP~~ | ~~BP-2~~ | ~~2.0~~ | ~~Offices~~ | ~~0.45~~ | ~~MU~~ | ~~MU~~ | ~~30~~ | ~~50~~ | ~~36~~ | ~~6~~ | ~~18~~ | ~~60~~ |
| ~~2~~ | ~~41 Columbia~~ | ~~623-141-09~~ | ~~BP~~ | ~~BP-2~~ | ~~2.0~~ | ~~Offices~~ | ~~0.48~~ | ~~MU~~ | ~~MU~~ | ~~30~~ | ~~50~~ | ~~36~~ | ~~6~~ | ~~18~~ | ~~60~~ |
| ~~3~~ | ~~The Commons~~ | ~~629-101-16~~ | ~~HDR/TCC~~ | ~~SP-2~~ | ~~2.0~~ | ~~Parking~~ | ~~0.12~~ | ~~MU~~ | ~~MU~~ | ~~30~~ | ~~50~~ | ~~60~~ | ~~10~~ | ~~30~~ | ~~100~~ |
| ~~3~~ | ~~The Commons~~ | ~~629-101-17 (portion)~~ | ~~OS/CBO~~ | ~~SP-2~~ | ~~4.0~~ | ~~Vacant~~ | ~~0.19~~ | ~~MU~~ | ~~MU~~ | ~~30~~ | ~~50~~ | ~~120~~ | ~~20~~ | ~~60~~ | ~~200~~ |
| ~~3~~ | ~~The Commons~~ | ~~629-101-18~~ | ~~HDR/TCC~~ | ~~SP-2~~ | ~~3.9~~ | ~~Parking~~ | ~~0.00~~ | ~~MU~~ | ~~MU~~ | ~~30~~ | ~~50~~ | ~~117~~ | ~~19~~ | ~~61~~ | ~~197~~ |
| ~~Subtotal: Site 3~~ | | | | | ~~9.9~~ | | ~~0.12~~ | | | | | ~~297~~ | ~~49~~ | ~~151~~ | ~~497~~ |

| Site | Site Address/Intersection | APN | General Plan (Current) | Zoning (Current) | Parcel Size (Acres) | Existing Use | I/L Ratio | Proposed GP | Proposed Zoning | Min Density (units/acre) | Max Density (units/acre) | Lower | Mod | Above Mod | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4 | Enterprise & Aliso Creek Rd | 629-321-44 | TCC | CT | 1.0 | Parking | 0.70 | MU | MU | 30 | 50 | 18 | 3 | 9 | 30 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-42 | TCC | CT | 0.4 | Parking | 0.19 | MU | MU | 30 | 50 | 7 | 1 | 4 | 12 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-43 | TCC | CT | 0.7 | Parking | 0.00 | MU | MU | 30 | 50 | 12 | 2 | 6 | 20 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-48 | TCC | CT | 1.4 | Parking | 0.53 | MU | MU | 30 | 50 | 24 | 4 | 13 | 41 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-20 | TCC | CT | 0.2 | Parking | 0.19 | MU | MU | 30 | 50 | 2 | 0 | 3 | 5 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-41 | TCC | CT | 1.0 | Parking | 2.43 | MU | MU | 30 | 50 | 18 | 3 | 9 | 30 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-17 | TCC | CT | 0.5 | Parking | 0.00 | MU | MU | 30 | 50 | 8 | 1 | 5 | 14 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-45 | TCC | CT | 0.7 | Parking | 0.18 | MU | MU | 30 | 50 | 12 | 2 | 7 | 21 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-01 | TCC | CT | 0.3 | Parking | 0.38 | MU | MU | 30 | 50 | 4 | 0 | 4 | 8 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-02 | TCC | CT | 0.7 | Parking | 0.49 | MU | MU | 30 | 50 | 12 | 2 | 6 | 20 |
| 4 | Enterprise & Aliso Creek Rd | 629-321-03 | TCC | CT | 0.3 | Parking | 0.16 | MU | MU | 30 | 50 | 5 | 0 | 4 | 9 |
| **Subtotal: Site 4** | | | | | **7.0** | | **0.59** | | | | | **122** | **18** | **70** | **210** |
| 5 | 26800 Aliso Viejo Parkway | 629-451-07 | PO | PO | 2.0 | Offices | 0.46 | MU | MU | 30 | 50 | 36 | 6 | 18 | 60 |
| 5 | 26840 Aliso Viejo Parkway | 629-451-08 | PO | PO | 2.0 | Offices | 0.44 | MU | MU | 30 | 50 | 36 | 6 | 18 | 60 |
| 5 | 26880 Aliso Viejo Parkway | 629-451-09 | PO | PO | 3.0 | Offices | 0.30 | MU | MU | 30 | 50 | 54 | 9 | 27 | 90 |
| **Subtotal: Site 5** | | | | | **7.0** | | **0.38** | | | | | **126** | **21** | **63** | **210** |
| **6** | **35 Journey** | **632-134-07** | **BP** | **BP-1** | **2.0** | **Offices** | **0.49** | **MU** | **MU** | **30** | **50** | **36** | **6** | **18** | **60** |

| ~~Site~~ | ~~Site Address/Intersection~~ | ~~APN~~ | ~~General Plan (Current)~~ | ~~Zoning (Current)~~ | ~~Parcel Size (Acres)~~ | ~~Existing Use~~ | ~~I/L Ratio~~ | ~~Proposed GP~~ | ~~Proposed Zoning~~ | ~~Min Density (units/acre)~~ | ~~Max Density (units/acre)~~ | ~~Lower~~ | ~~Mod~~ | ~~Above Mod~~ | ~~Total~~ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ~~TOTALS~~ | | | | | ~~29.9~~ | | | | | | | ~~653~~ | ~~106~~ | ~~338~~ | ~~1,097~~ |

## Table CP-XX
## Religious Sites

| Site No. | Site Address/ Intersection | APN | General Plan (current) | Zoning (current) | Parcel Size (Acres) | Existing Use | I/L Ratio | Proposed GP | Proposed Zoning | Min Density (du/ac) | Max Density (du/ac) | Very Low | Low | Mod. | Above Mod | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7 | 2A Liberty[1] | 632-133-06 (portion) | CF | CF | 1.4[2] | Parking | n/a | CF | CF | 30 | 90 | 34 | 34 | 33 | | 101 |
| 8 | 27231 Aliso Viejo Pkwy.[1] | 632-122-04 (portion) | CF | CF | 1.5[2] | Parking | n/a | CF | CF | 30 | 90 | 36 | 36 | 36 | | 108 |
| ***TOTALS:*** | | | | | ***16.4*** | | | | | | | ***70*** | ***70*** | ***69*** | | ***209*** |

[1] Assumes development at 80% of maximum density allowed with 33.3% very low-income, 33.3% low-income, and 33.3% moderate-income based on State law which allows density to be used as a proxy for affordability.

[2] Estimate of available building pad size.

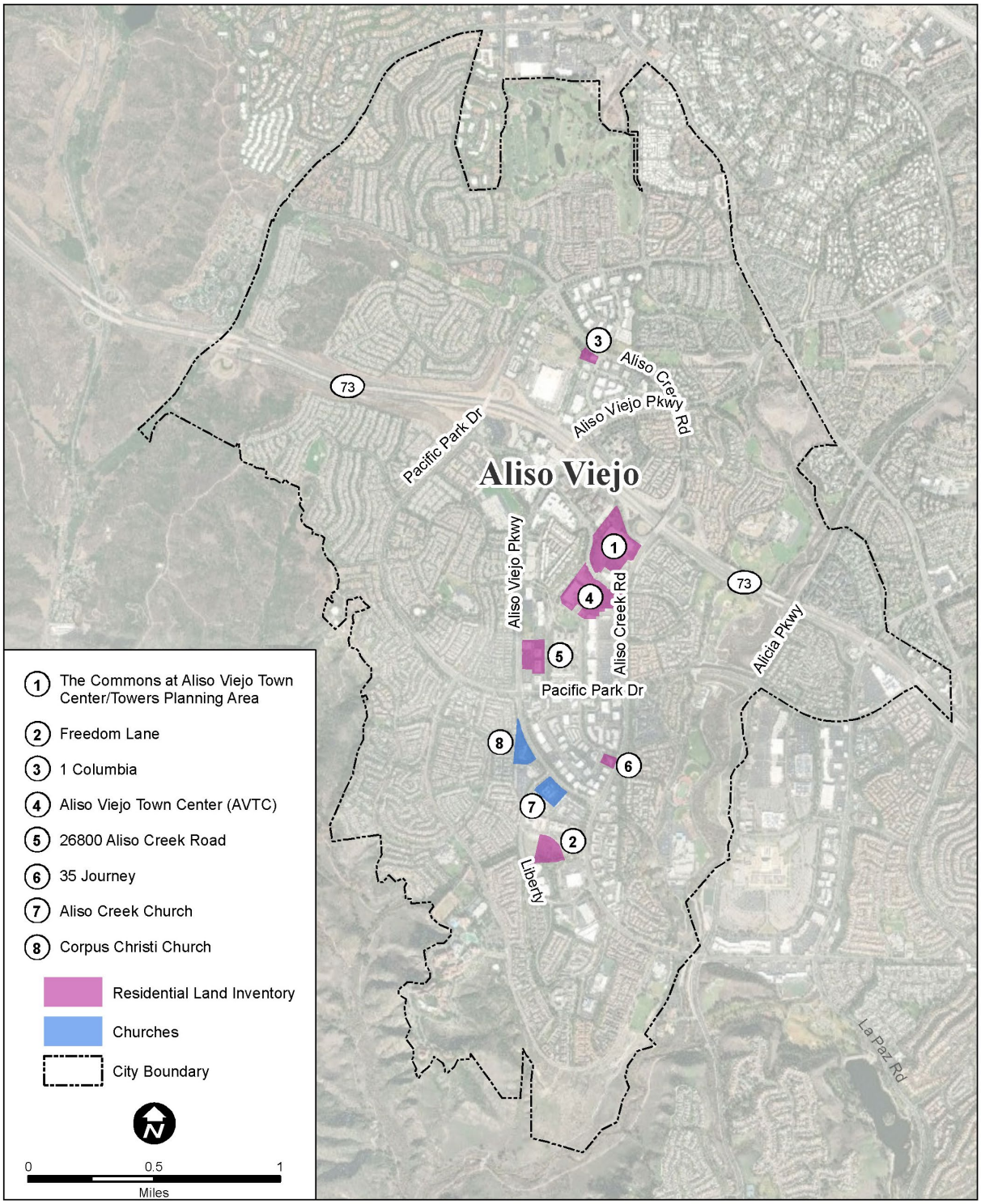
| ~~Site~~ | ~~Existing General Plan~~ | ~~Existing Zoning~~ | ~~Existing Uses~~ | ~~Acreage~~ | ~~Potential Units~~ |
|---|---|---|---|---|---|
| ~~1 Columbia~~ | ~~Business Park~~ | ~~BP-2~~ | ~~Office~~ | ~~2~~ | ~~60-100~~ |
| ~~41 Columbia~~ | ~~Business Park~~ | ~~BP-2~~ | ~~Office~~ | ~~2~~ | ~~60-100~~ |
| ~~35 Journey~~ | ~~Business Park~~ | ~~BP-1~~ | ~~Office~~ | ~~2~~ | ~~60-100~~ |
| ~~26800-26880 AV Pkwy~~ | ~~Business Park~~ | ~~BP-1~~ | ~~Office~~ | ~~7~~ | ~~210-350~~ |

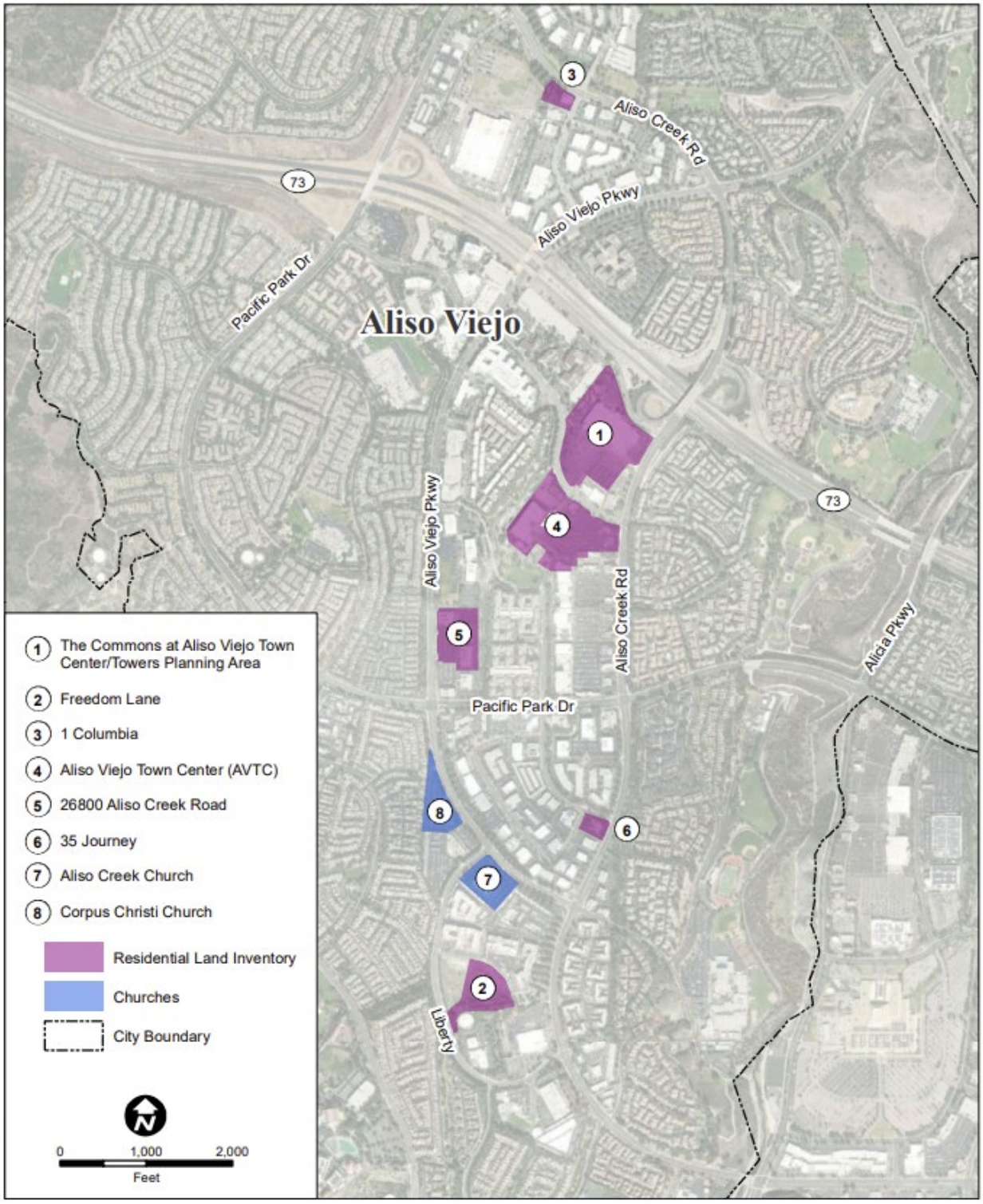
| ~~Site~~ | ~~Existing General Plan~~ | ~~Existing Zoning~~ | ~~Existing Uses~~ | ~~Acreage~~ | ~~Potential Units~~ |
|---|---|---|---|---|---|
| ~~The Commons~~ | ~~High Density Residential/ Community Commercial~~ | ~~SP-2~~ | ~~Parking lot~~ | ~~21~~ | ~~630-1,050~~ |
| ~~AVTC Gateway~~ | ~~Community Commercial~~ | ~~CT~~ | ~~Parking lot~~ | ~~6~~ | ~~300~~ |
| ~~**TOTALS**~~ | | | | ~~**40**~~ | ~~**1,320-2,000**~~ |

Table CP-XX
Summary of RHNA Accommodation

| Unit Capacity | Income Category | | | | Total Units |
|---|---|---|---|---|---|
| | Extremely/ Very Low | Low | Moderate | Above Moderate | |
| *RHNA* | *390* | *214* | *205* | *386* | *1,195* |
| Sites Inventory | | | | | |
| Existing Sites Inventory & ADUs | 181 | 183 | 189 | 326 | 879 |
| Sites Proposed for PRD Overlay | 275 | 273 | 201 | 99 | 848 |
| Religious Sites | 70 | 70 | 69 | 0 | 209 |
| *Subtotal: Sites Inventory* | *526* | *526* | *459* | *425* | *1,936* |
| *RHNA Surplus* | *+136* | *+312* | *+254* | *+39* | *+741* |

Figure CP-1
RHNA Sites City Wide and Enlarged




Aliso Viejo
Aliso Creek Rd
Aliso Viejo Pkwy
Pacific Park Dr
73
Aliso Viejo Pkwy
Aliso Creek Rd
Pacific Park Dr
Alicia Pkwy
Liberty
1 The Commons at Aliso Viejo Town Center/Towers Planning Area
2 Freedom Lane
3 1 Columbia
4 Aliso Viejo Town Center (AVTC)
5 26800 Aliso Creek Road
6 35 Journey
7 Aliso Creek Church
8 Corpus Christi Church
Residential Land Inventory
Churches
City Boundary
0
1,000
2,000
Feet

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## Existing Sites Inventory

1. **The Commons/Towers Planning Area**

   **Site Size:** 4.4 acres

   **Info:** Proposal for high-density residential adjacent to building previously occupied by Lowe's.

   **Zoning:** SP-2

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## Existing Sites Inventory

2. **Freedom Lane**

   **Site Size:** 7.065 acres

   **Info:** Opportunity to develop multi-family residential on vacant lot at Liberty and Freedom Lane.

   **Zoning:** MU/R Overlay of BP-1 and RVH

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## Sites Proposed for PRD Overlay

**3. 1 Columbia**

**Site Size:** 2 acres

**Info:** Office building at the Corner of Columbia and Aliso Creek Road.

**Zoning:** BP-2

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## Sites Proposed for PRD Overlay

**4. Aliso Viejo Town Center/ Gateway District**

**Site Size:** 7.2 acres

**Info:** Mixed-use potential at Enterprise and Aliso Creek Road within Aliso Viejo Town Center.

**Zoning:** CT

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## Sites Proposed for PRD Overlay

5. **26800-26880 Aliso Viejo Parkway**

   **Site Size:** 7.0 acres

   **Info:** Mid-block office buildings located between Glaukos Campus and Pacific Park Drive.

   **Zoning:** BP-1

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## Sites Proposed for PRD Overlay

6. **35 Journey**

   **Site Size:** 2 acres

   **Info:** Office building located at corner of Journey and Aliso Creek Road.

   **Zoning:** BP-1

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## Religious Sites

**7. 2A Liberty**

**Site Size:** 5.24 acres

**Info:** Church located at corner of Liberty and Aliso Viejo Parkway with potential for multi-family residential on 1.4-acre parking area.

**Zoning:** CF

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## Religious Sites

**8. 27231 Aliso Viejo Parkway**

**Site Size:** 5.3 acres

**Info:** Church located at 27231 Aliso Viejo Parkway with potential for multi-family residential on 1.5-acre parking area.

**Zoning:** CF

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# C.6 PUBLIC PARTICIPATION SUMMARY

Public participation is an important component of the Housing Element update process. Government Code §65583(c)(8) states that "The local government shall make diligent effort to achieve public participation of all the economic segments of the community in the development of the housing element, and the program shall describe this effort." Public participation played an important role in the formulation and refinement of the City's housing goals and policies.

City residents and many other interested parties were encouraged to participate in the Housing Element update process and to identify housing issues of concern, recommend strategies, review the draft element, and provide recommendations to decision-makers.

A Housing Element web page was established to provide interested persons with information including Frequently Asked Questions, meeting announcements, reference materials, and also included an online survey regarding housing needs in the community. Persons and organizations representing the interests of lower-income households and persons with special needs, as well as affordable housing developers, were specifically targeted in the City's notification list (see below).

The following public meetings and other opportunities for public involvement were conducted for the 2021-2029 Housing Element update:

- May 19, 2021 City Council study session
- August 18, 2021 City Council public meeting
- January 12, 2022 Public workshop
- January 19, 2022 City Council public hearing

Notices of all public meetings were posted on the City's website, and also mailed to all persons and organizations on the Housing Element interest list in advance of each meeting. The draft Housing Element was also posted on the Housing Element website and made available for review at City Hall, and notices were also mailed to the interest list when the draft Housing Element was published.

In addition to participation in public meetings, interested parties were invited to submit written comments via email or mail. City staff also had individual conversations with

representatives of Orange County housing organizations including the Kennedy Commission and Welcoming Neighbors Home.

During public meetings and in the online survey, the most frequent comments centered around the insufficient amount of housing affordable to local residents and employees, and the importance of maintaining the quality and character of existing residential neighborhoods.

On June 5, 2021 City staff hosted a booth at the Farmer's Market in the Aliso Viejo Town Center. The purpose of the booth was to distribute information regarding the Housing Element Update process and to gather feedback from residents. Staff provided background on the Housing Element process, answered questions, and encouraged community participation for the Housing Element update. Staff also displayed a large map of the city and asked participants to identify areas of the city they felt would be best to accommodate additional housing. Valuable feedback from community members regarding housingrelated topics was received. An informational flyer was also distributed, which included a QR code which they could scan to access the City's dedicated Housing Element Update website.

For the January 12, 2022 online workshop, the City prepared written responses to specific questions raised in letters during the Housing Element update process. During the workshop, staff provided a verbal summary of those comments and how they had been addressed in the Housing Element.

While many of the causes and potential solutions to these issues are beyond the control of cities, the Housing Plan includes programs designed to address each of these issues.

Housing Element Notification List

Kennedy Commission
17701 Cowan Ave., Suite 200
Irvine, CA 92614

League of Women Voters
PO Box 1065
Huntington Beach, CA 92647

OC Association of Realtors
25552 La Paz Road
Laguna Hills, CA 92653

Public Law Center
601 Civic Center Drive West
Santa Ana, 92701

Habitat for Humanity of Orange County 2200 S. Ritchey St.
Santa Ana, CA 92705

Jamboree Housing Corp.
17701 Cowan Avenue

Suite 200
Irvine, CA 92614

The Related Companies of California
18201 Von Karman Ave Ste 900
Irvine, CA 92612

Community Housing Resources, Inc.
17701 Cowan Avenue, Suite 200 Irvine, CA 92614

South County Outreach
26776 Vista Terrace
Lake Forest, CA 92630

Dayle McIntosh Center
South County Branch
24012 Calle De La Plata # 110
Laguna Hills, CA 92653

OC Business Council
2 Park Plaza, Suite 100
Irvine, CA 92614

BIA/OC
17744 Sky Park Circle #170
Irvine, CA 92614

City of Mission Viejo
Attn: Community Development Director
200, Civic Center
Mission Viejo, CA 92691

City of Laguna Beach
Attn: Community Development Director 505 Forest Ave.
Laguna Beach, CA 92651-2394

South Orange County Wastewater Authority
34156 Del Obispo Street
Dana Point, CA 92629

OC Housing Providers
25241 Paseo de Alicia, Suite 120
Laguna Hills, CA 92653

OC Housing Trust
198 W. Lincoln Ave., 2nd Floor
Anaheim, CA 92805

City of Laguna Woods
Attn: Community Development Director

24264 El Toro Road
Laguna Woods, CA 92637

Community Outreach Coordinator
Regional Center of Orange County

P.O. Box 22010
Santa Ana, CA 92702-2010

Dan Schmid
Welcoming Neighbors Home

23676 Birtcher Dr.
Lake Forest, CA 92630

El Toro Water District
24521 Los Alisos Boulevard
Lake Forest, CA 92630

Brittany Irvin
Province Group

26 Corporate Plaza #260
Newport Beach, CA 92660
Neighborhood Housing Services of
Orange County

198 W. Lincoln Ave., 2nd Floor
Anaheim, CA 92805
City of Laguna Hills
Attn: Community Development Director

24035 El Toro Rd
Laguna Hills, CA 92653
City of Laguna Niguel
Attn: Community Development Director

30111 Crown Valley Pkwy
Laguna Niguel, CA 92677

Moulton Niguel Water District
P.O. Box 30203
Laguna Niguel, CA 92607

Brandon Young
Mitchell M. Tsai, Attorney At Law

155 South El Molino Ave, Ste. 104
Pasadena, CA 91101

# City of Aliso Viejo
# 2021 Housing Element FAQ

## 1. What is a Housing Element?

State law[1] requires each city to adopt a comprehensive, long-term General Plan for its physical development. Aliso Viejo's General Plan[2] is divided into the following six "elements" or chapters that contain goals, policies and programs which are intended to guide land use and development decisions:

- Land Use
- Housing
- Circulation
- Conservation/Open Space
- Safety
- Noise

The purpose of the Housing Element is to evaluate the housing needs of Aliso Viejo's current and future residents and set forth policies and programs to address those needs.

While most portions of General Plans typically have a time horizon of 20-25 years, State law requires that the Housing Element be updated in 8-year "cycles." The City is currently preparing a Housing Element update for the 2021 to 2029 planning period, which is referred to as the "6th Housing Element cycle" in reference to the six required updates that have occurred since the comprehensive revision to State Housing Element law in 1980.

State law[3] establishes detailed requirements for Housing Elements, which are summarized in California Government Code Section 65583:

> *The housing element shall consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, mobile homes, and emergency shelters, and shall make adequate provision for the existing and projected needs of all economic segments of the community.*

[1] California Government Code Sec. 65300 *et seq.*
[2] https://avcity.org/300/General-Plan
[3] California Government Code Sec. 65580 *et seq.*

# Aliso Viejo 2021 Housing Element FAQ

## 2. What is Housing Element "certification" and why is it important?

The State Legislature has delegated to the California Department of Housing and Community Development ("HCD") the authority to review Housing Elements and issue findings regarding the elements' compliance with the law.[4] When HCD issues a letter finding that the Housing Element is in substantial compliance with State law it is referred to as "certification" of the Housing Element.

Housing Element certification is important for two main reasons:

- **Local control.** The General Plan and its various elements provide the foundation for the City's land use plans and development regulations, and the Housing Element is part of the General Plan. If the City were challenged in court on a planning or zoning matter and the General Plan were found by the court to be invalid, the court could order changes to City land use plans or regulations and assume control over City land use decisions. HCD certification establishes a "rebuttable presumption of validity"[5] that the Housing Element complies with State law, which would support the City's legal defense. Recent laws also allow courts to impose fines on a jurisdiction if it fails to adopt a Housing Element in compliance with State law.[6]
- **Eligibility for grant funds.** Some State grant funds are contingent upon Housing Element certification. Grants can help to cover the cost of some projects that would otherwise rely on the City's General Fund.

Aliso Viejo's last Housing Element update was completed in 2014 and was certified by HCD as fully compliant with State law.

## 3. What are the most important issues that must be addressed in the Housing Element update?

The major issues that must be addressed in the Housing Element update are: 1) how City policies, plans and regulations help to meet the region's housing needs for persons and families of all income levels; and 2) how City land use regulations accommodate the special housing needs of those with disabilities or other difficulties.

- **Accommodating Regional Housing Needs**. Under State law[7] all cities are required to plan for additional housing to accommodate population growth and address existing housing problems such as overcrowding and high housing cost. State law recognizes that cities generally do not build housing, since that is typically the role of private and non-profit developers and builders. However, cities are required to adopt policies, development regulations and standards to encourage a variety of housing types that are affordable for persons of all income levels. The Regional Housing Needs Assessment ("RHNA") is the method by which each jurisdiction's share of new housing needs is determined (see #5 below).

[4] California Government Code Sec. 65585
[5] California Government Code Sec. 65589.3.
[6] AB 101 of 2019
[7] California Government Code Sec. 65583

# Aliso Viejo 2021 Housing Element FAQ

- **Housing for Persons with Special Needs**. Under State law[8] cities must also ensure that their plans and regulations encourage the provision of housing for persons with special needs including:

  - ✓ Reasonable accommodation for persons with disabilities
  - ✓ Transitional housing
  - ✓ Supportive housing
  - ✓ Emergency shelters and other facilities serving the homeless
  - ✓ Large (5+) families

## 4. What is "affordable" housing?

By definition, housing is considered "affordable" when total housing cost, including utilities, is no more than 30% of a family's gross income. State law describes five income categories, which are based on county median income as shown in Table 1.

**Table 1. Household Income Categories**

| Income Category | % of county median income |
|---|---|
| Extremely low | Up to 30% |
| Very low | 31-50% |
| Low | 51-80% |
| Moderate | 81-120% |
| Above moderate | Over 120% |

Source: California Government Code Sec. 65584(f)

Affordable housing costs for all jurisdictions in Orange County are determined based on these income categories as shown in Table 2. These incomes, rents and housing prices are based on a 4-person family and are adjusted for different family sizes.

**Table 2. Income Categories and Affordable Housing Costs – Orange County**

| Income Category | Maximum Income | Affordable Rent | Affordable Price (est.) |
|---|---|---|---|
| Extremely Low | $40,350 | $1,009 | (1) |
| Very Low | $67,250 | $1,681 | (1) |
| Low | $107,550 | $2,689 | (1) |
| Moderate | $128,050 | $3,201 | $500,000 |
| Above moderate | Over $128,050 | Over $3,201 | Over $500,000 |

Assumptions:
-Based on a family of 4 and 2021 State income limits
-30% of gross income for rent or principal, interest, taxes & insurance
-5% down payment, 4% interest, 1.25% taxes & insurance, $350 HOA dues
Notes:
(1) For-sale affordable housing is typically at the moderate income level
Source: Cal. HCD; JHD Planning LLC

## 5. What is the "RHNA" why is it important?

Each California city is required to plan for new housing to accommodate a share of regional needs. The Regional Housing Needs Assessment ("RHNA") is the process established in State law[9] by which housing needs are determined.

[8] California Government Code Sec. 65583(a)(5)
[9] California Government Code Sec. 65584 et seq.

# Aliso Viejo 2021 Housing Element FAQ

Prior to each planning cycle the total new housing need for each region of California is determined by HCD based upon economic and demographic trends, existing housing problems such as overcrowding and overpayment, and additional housing needed to ensure reasonable vacancy rates and replace units lost due to demolition or natural disasters.

Aliso Viejo is located within the Southern California Association of Governments ("SCAG") region, which includes Los Angeles, Orange, Riverside, San Bernardino, Imperial and Ventura counties. The total housing need for the SCAG region is distributed to cities and counties by SCAG based upon objectives and criteria established in State law.[10]

In 2019 HCD determined that the total new housing need for the entire SCAG region in the 6th Housing Element cycle is 1,341,827 units. In March 2021 SCAG adopted the RHNA plan for the 6th cycle, which fully allocates the RHNA to jurisdictions in the SCAG region.[11] Table 3 shows the RHNA allocations for Aliso Viejo, Orange County, and the entire SCAG region.

**Table 3. 6th Cycle RHNA – Aliso Viejo, Orange County and SCAG Region**

| | Aliso Viejo | Orange County | SCAG Region |
|---|---|---|---|
| Housing need allocation 2021-2029 | 1,195 | 183,861 | 1,341,827 |

Source: SCAG, 3/4/2021

The RHNA also distributes each jurisdiction's total housing need into four income categories (the extremely-low and very-low categories are combined for RHNA purposes). Aliso Viejo's 6th cycle RHNA allocation by income category is shown in Table 4.

**Table 4. 6th RHNA by Income Category – Aliso Viejo**

| Extremely Low + Very Low | Low | Moderate | Above Moderate | Total |
|---|---|---|---|---|
| 390 | 214 | 205 | 386 | 1,195 |

Source: SCAG, 3/4/2021

## 6. Is the RHNA a construction mandate?

The RHNA allocation identifies the projected amount of additional housing a jurisdiction would need in order to have enough housing at all price levels to fully accommodate its assigned share projected growth over the 8-year planning period while also eliminating existing problems of overcrowding and overpayment. The RHNA is a *planning requirement* based upon housing need, *not a construction quota or mandate.* Jurisdictions are not required to build housing or issue permits to achieve their RHNA allocations, but some provisions of State law establish specific requirements when housing production falls short of RHNA allocations. One such requirement is streamlined review and approval of housing development applications that meet specific standards.[12] Other than requirements for streamlined permit processing, there are

[10] California Government Code Sec. 65584(d)
[11] http://www.scag.ca.gov/programs/pages/housing.aspx
[12] California Government Code Sec. 65913.4 (SB 35 of 2017)

## Aliso Viejo 2021 Housing Element FAQ

currently no legal or financial penalties imposed on cities for failing to achieve their RHNA allocations.

### 7. What must cities do to comply with the RHNA?

The Housing Element must provide an evaluation of the city's capacity for additional housing based on land use patterns, development regulations, other development constraints (such as infrastructure availability and environmental conditions) and real estate market trends. The analysis must be prepared at a parcel-specific level of detail and identify properties (or "sites") where additional housing could be built consistent with City regulations. This evaluation is referred to as the "sites analysis" and State law requires the analysis to demonstrate that the city has adequate capacity to fully accommodate its RHNA allocation in each income category. If the sites analysis does not demonstrate that adequate capacity exists to fully accommodate the RHNA, the Housing Element must describe what steps will be taken to increase capacity commensurate with the RHNA – typically through amendments to land use and zoning regulations that could facilitate additional housing development. Such amendments typically include increasing the allowable residential density or allowing housing to be built in areas that are currently restricted to only non-residential land uses.

### 8. Why are cities in high-cost areas expected to have affordable housing? Low-cost housing is not economically feasible here due to high land prices.

State housing laws are based on the premise that every city has an obligation to adopt regulations to accommodate a range of housing types for persons at all income levels. Every community is dependent on a variety of low- and moderate-income workers in jobs such as landscaping, building maintenance, child and elder care, medical technicians, personal services, clerical support and retail trade. While the existing housing stock serves the needs of many residents, market rents and prices are higher than some families can afford. In addition, low-wage jobs have increased at a much faster rate than affordable housing is being built.

While cities are not required to build new housing, they must ensure that their land use regulations encourage a full range of housing types. Rental apartments typically provide the majority of affordable housing, but other types of housing such as accessory dwelling units (ADUs) can also help to address this need. Various governmental programs provide funding assistance for affordable housing, but if a city's development regulations do not allow sufficient additional housing, the housing needs of the local workforce may be shifted to other cities.

# Aliso Viejo 2021 Housing Element FAQ

## 9. Aliso Viejo is fully developed. Why is the RHNA allocation so high?

SCAG's 6th cycle RHNA allocation for the entire 6-county region is 1,341,827 units compared to 412,137 units in the 5th cycle. There are two main reasons why the 6th RHNA allocation is so much higher than the 5th cycle.

First, the 5th cycle RHNA allocation was established in 2012 while the severe economic effects of the "Great Recession" were discouraging growth. As a result, the 5th RHNA was uncharacteristically low. For comparison, SCAG's 4th cycle (2006-2013) RHNA allocation was approximately 700,000 housing units.

Second, for the 6th cycle the State made a major modification to the process for determining RHNA allocations. In prior RHNA cycles, total housing need was based only on *projected population growth*. However, for the 6th RHNA cycle the State added *existing need* to the total RHNA calculation. Existing need includes households that are currently overcrowded (defined as more than one person per room) or are overpaying for housing (defined as more than 30% of gross income). The total 6th cycle RHNA allocation for the SCAG region is comprised of the sum of existing need and projected need, as follows:

| | |
|---|---|
| Existing need: | 577,422 units |
| Projected need: | 764,405 units |
| Total need: | 1,341,827 units |

As seen from this breakdown, if existing need were excluded (as was the case in prior RHNA cycles) the total need would be similar to the 4th cycle RHNA.

With regard to jurisdictional RHNA allocations, the methodology adopted by SCAG for the 6th cycle places greater emphasis on the proximity of housing to jobs and public transit rather than availability of vacant developable land. As a result, the urbanized areas of Los Angeles and Orange counties have been assigned much higher housing need as compared to prior cycles even though they generally have much less vacant land than inland areas.

The RHNA allocations assume that in many urbanized cities of Orange and Los Angeles counties, a significant portion of new housing needs will be met through the redevelopment of older commercial properties.

## 10. How will Aliso Viejo accommodate its new housing needs assigned in the RHNA?

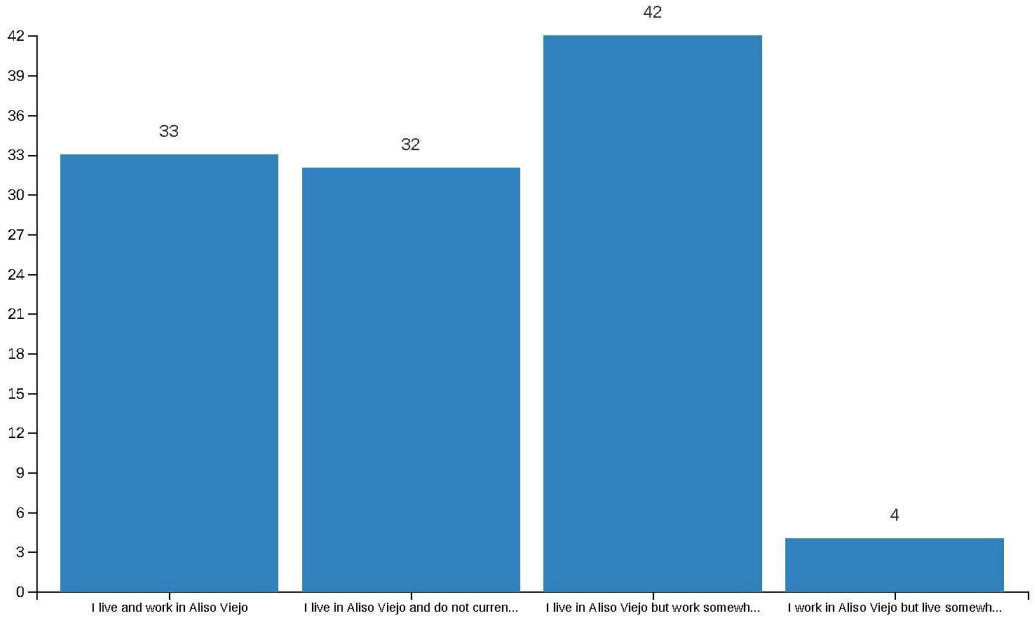
Aliso Viejo is fully developed and very little vacant land suitable for new housing is available. Therefore, the City's RHNA allocation must be satisfied through redevelopment of properties that have potential for housing or mixed use (i.e., a combination of housing and commercial uses on the same property). The City is currently studying development options for the Aliso Viejo Town Center that could include additional housing to satisfy RHNA obligations. The Housing Element update will identify a specific strategy for creating additional opportunities for housing.

. . .

2021-2029 Housing Element Update, 05/10/21 - 08:33 AM

## Question 1: 1. Do you currently live and/or work in Aliso Viejo?

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All




1 / 28

2021-2029 Housing Element Update, 05/10/21 - 08:33 AM

# Question 2: 2. If you live in Aliso Viejo, what were the main reasons you chose to live here?

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

| Field value | Number of responses |
|---|---|
| Attractive neighborhoods | 56 (50.5%) |
| Between work and beach | 1 (0.9%) |
| City services, facilities and programs | 8 (7.2%) |
| Close to family and/or friends | 21 (18.9%) |
| Close to my workplace | 26 (23.4%) |
| Does not apply | 4 (3.6%) |
| Family friendly | 1 (0.9%) |
| Good housing value | 38 (34.2%) |
| Have lived here 30 years. | 1 (0.9%) |
| Housing quality | 42 (37.8%) |
| Laguna Beach School District | 1 (0.9%) |
| Local recreational amenities | 34 (30.6%) |
| Moved from Chicago for job | 1 (0.9%) |
| Moved here in 1995, before lots of infrastructure. | 1 (0.9%) |
| N/A | 1 (0.9%) |
| Neighborhood safety | 72 (64.9%) |
| New Build 25+ years ago | 1 (0.9%) |
| Planned City with wide streets, attractive landscaping and limit on housing. | 1 (0.9%) |
| Proximity to shopping and services | 33 (29.7%) |
| Quality of local schools | 42 (37.8%) |
| small amount of residents | 1 (0.9%) |
| soka university | 1 (0.9%) |
| there was nothing here when we moved here | 1 (0.9%) |
| Upper Class Area, but starting to degrade with Section 8 - May turn into another LA | 1 (0.9%) |
| We've owned and loved this home and our neighbors for 26 years. | 1 (0.9%) |
| weather, proximity to the beach, and property values maintaining their worth/increasing. | 1 (0.9%) |

*1 - 26 of 26*

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# Question 3: 3. What do you consider to be the most pressing housing problems in Aliso Viejo?

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

| Field value | Number of responses |
|---|---|
| Affordability | 51 (45.9%) |
| Affordable apartments with small fenced yards with green spaces (non-tiled) for planting or large dogs. | 1 (0.9%) |
| burglary | 1 (0.9%) |
| Fair housing/discrimination | 3 (2.7%) |
| Financial assistance with home repairs for property owners with limited incomes | 15 (13.5%) |
| If you can't afford to live here, move elsewhere. Wake up Aliso Viejo Mayor and City Counsel | 1 (0.9%) |
| I'm not aware of any significant housing problems in Aliso Viejo | 39 (35.1%) |
| Lack of guest houses for multigenerational families | 1 (0.9%) |
| Lack of housing for larger families | 12 (10.8%) |
| Lack of housing for smaller families | 11 (9.9%) |
| Lack of retail shopping and restaurants | 1 (0.9%) |
| More housing is needed close to schools, shopping, public transit and other services | 6 (5.4%) |
| More housing options with supportive services are needed for people with disabilities | 7 (6.3%) |
| More temporary housing is needed for homeless persons | 6 (5.4%) |
| Need for multi-generational homes with casitas/apts | 1 (0.9%) |
| No Single level homes | 1 (0.9%) |
| None great to live here | 1 (0.9%) |
| Piping/plumbing due to harsh water | 1 (0.9%) |
| Senior affordable housing | 1 (0.9%) |
| there is too much housing | 1 (0.9%) |
| too many apartments | 2 (1.8%) |
| Too many dense apartments housing/ traffic | 1 (0.9%) |
| Too many homes, stop building! | 1 (0.9%) |
| Too many new dwellings (IE Vantis) with less and less restaurants, shopping and entertainment options. We're losing way too many restaurants (Cosmos, Bagels&Brew, Native Foods, Panini Cafe, Active, etc etc etc) which isn't ideal for the AV experience. | 1 (0.9%) |
| Too many people moving here!!! Too many apartments, crime, etc. | 1 (0.9%) |
| Unregulated Airbnb's. I share a wall with one. It has been a nightmare. | 1 (0.9%) |
| We need more EV free or low cost for AV residential only | 1 (0.9%) |

*1 - 27 of 27*

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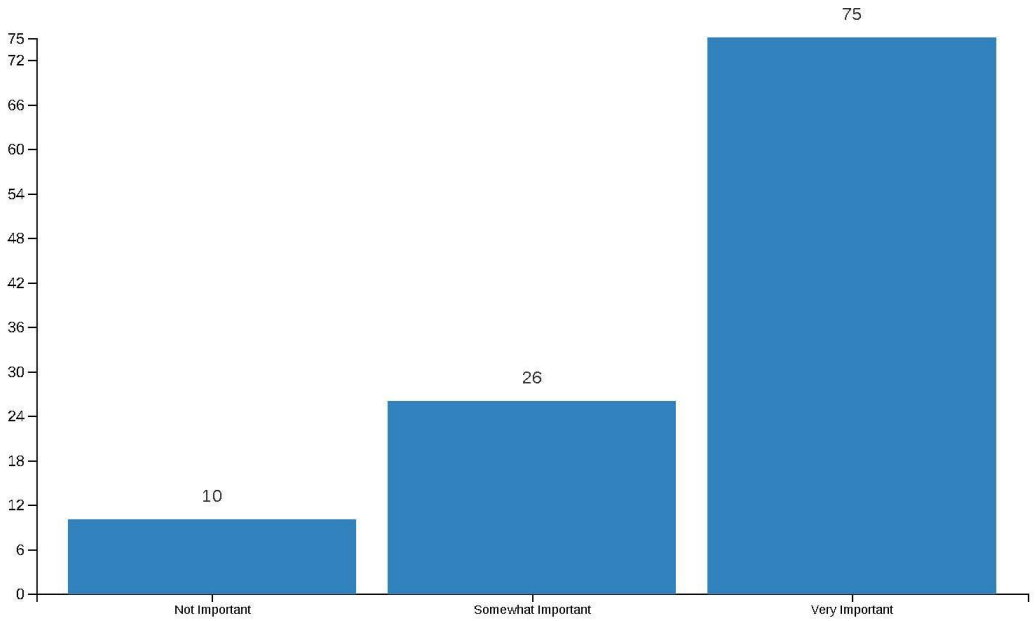
## Question 4: Maintaining the character of existing residential neighborhoods

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

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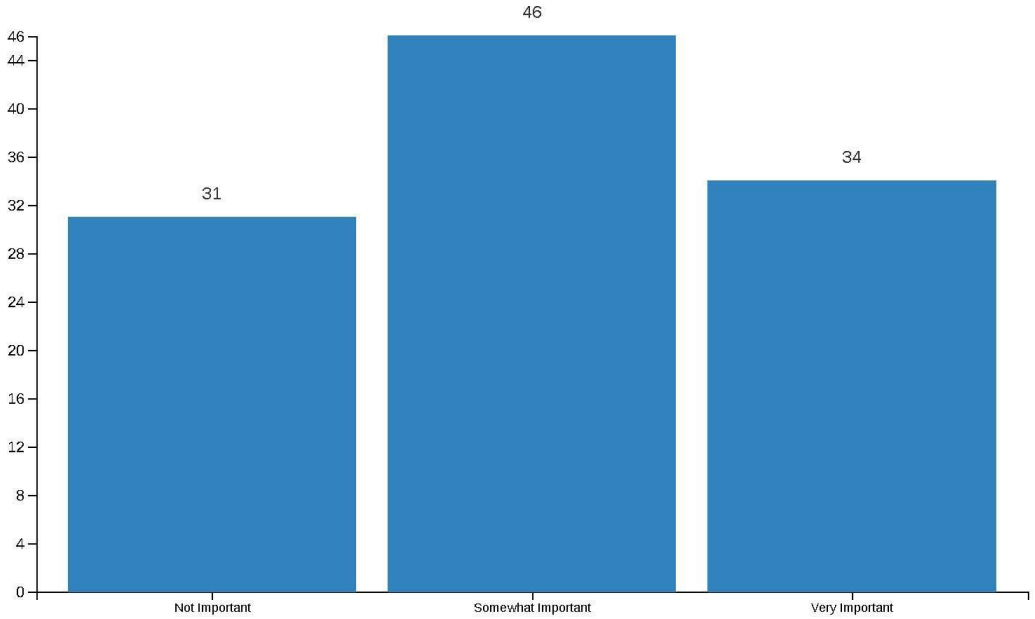
## Question 5: Ensuring that children who grow up in Aliso Viejo can afford to live in Aliso Viejo

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

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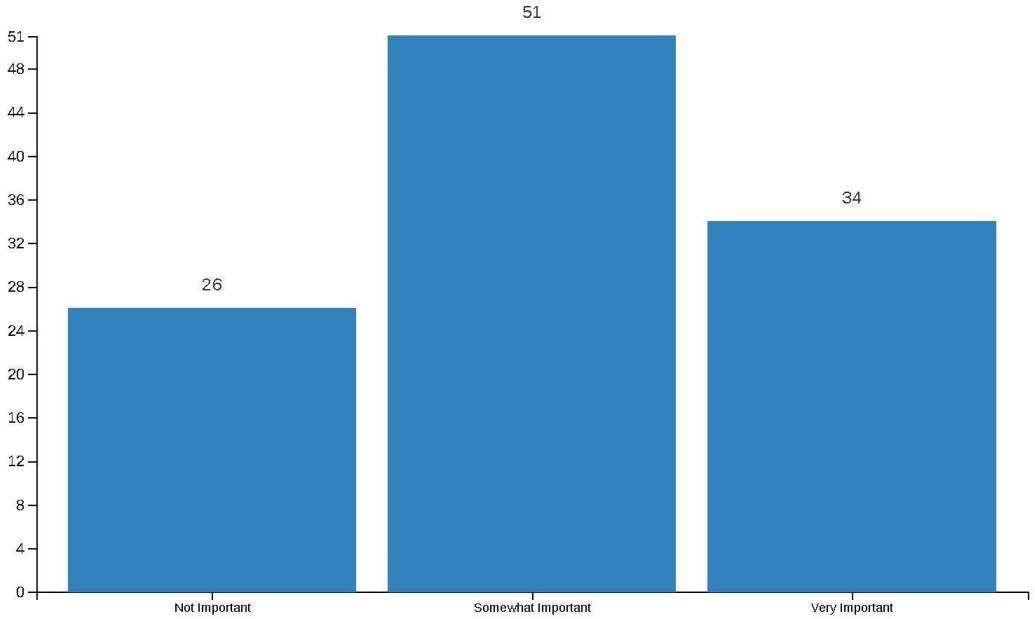
## Question 6: Ensuring that a diverse range of housing types (e.g. single-family, townhomes, apartments) are provided to meet t…

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

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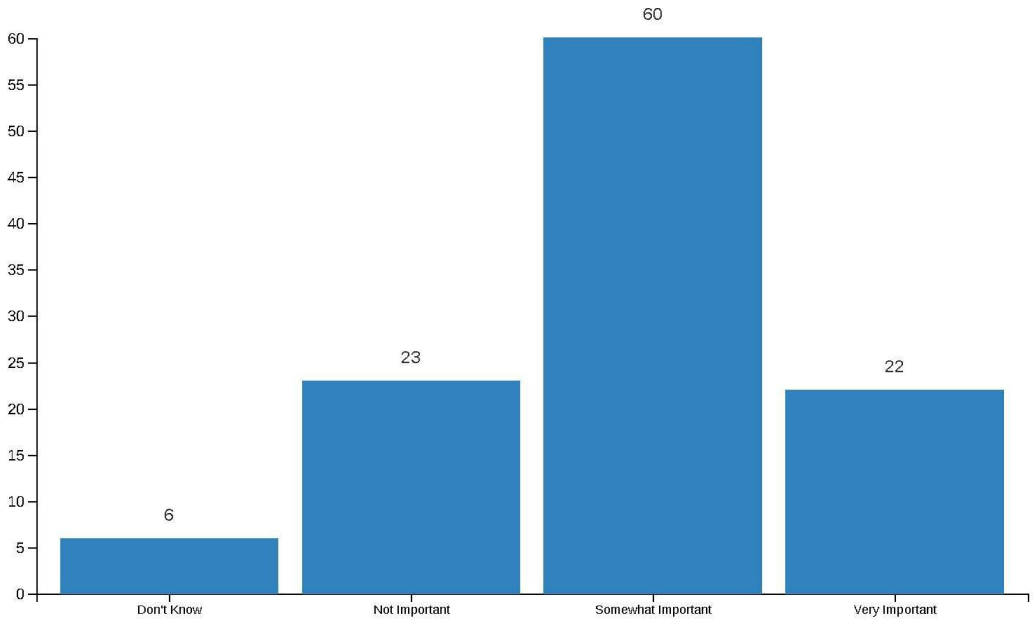
## Question 7: Establishing special needs housing for seniors, large families, veterans and/or persons with disabilities

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

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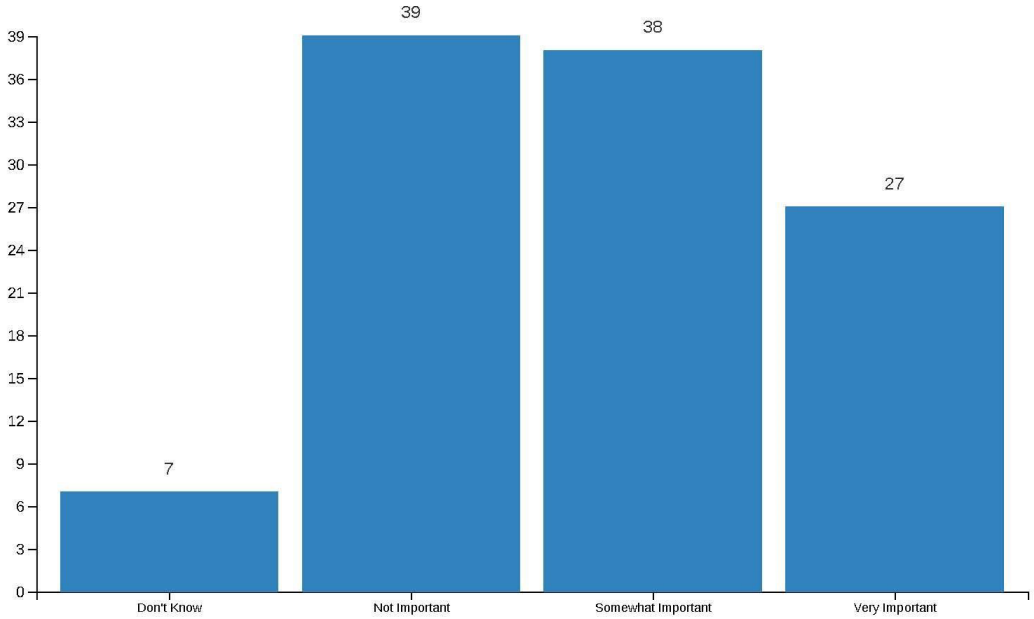
## Question 8: Integrating affordable housing throughout the community

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

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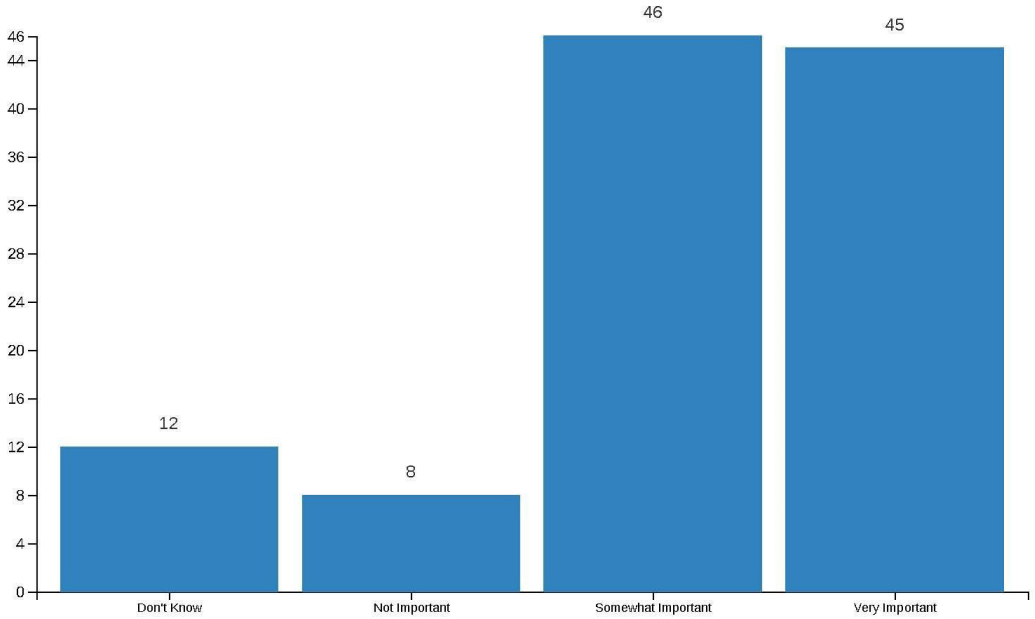
# Question 9: Encouraging the rehabilitation of existing housing stock

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

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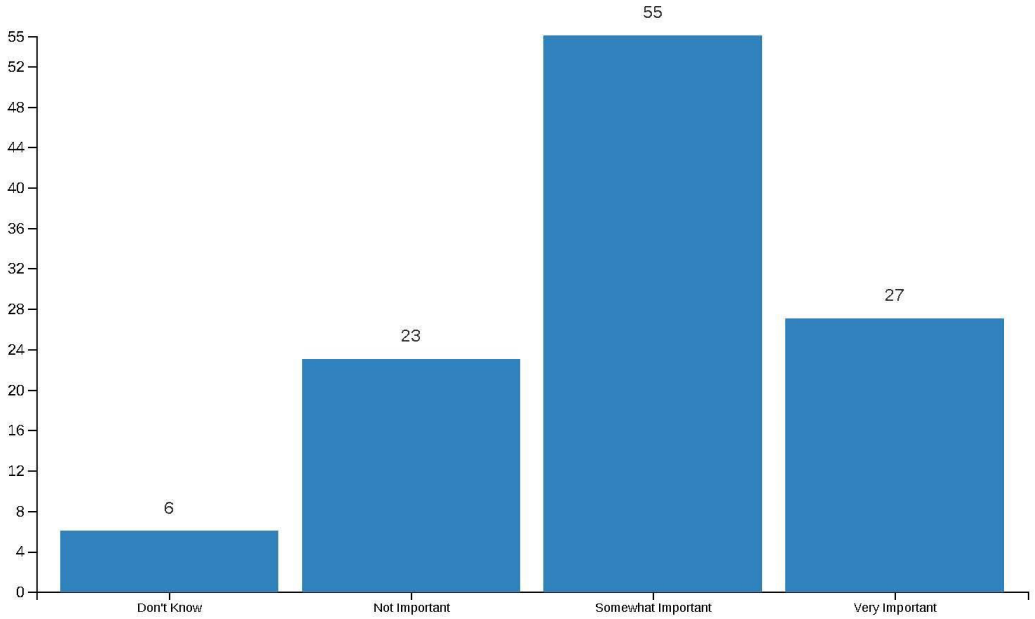
## Question 10: Establishing programs to help at-risk homeowners keep their homes

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

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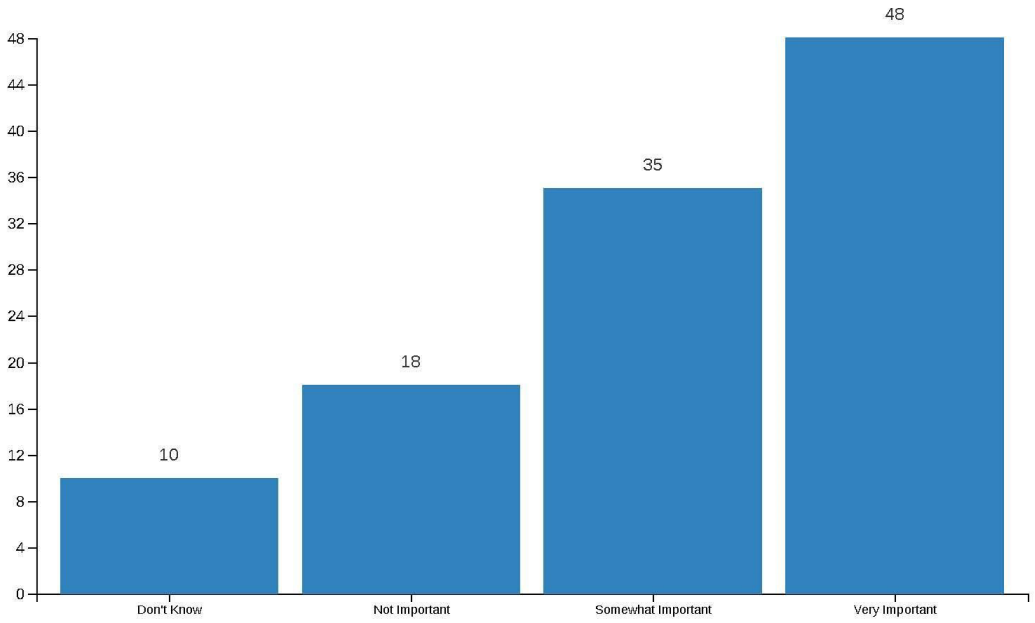
## Question 11: Fair and equitable housing opportunities and programs to help maintain and secure neighborhoods

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

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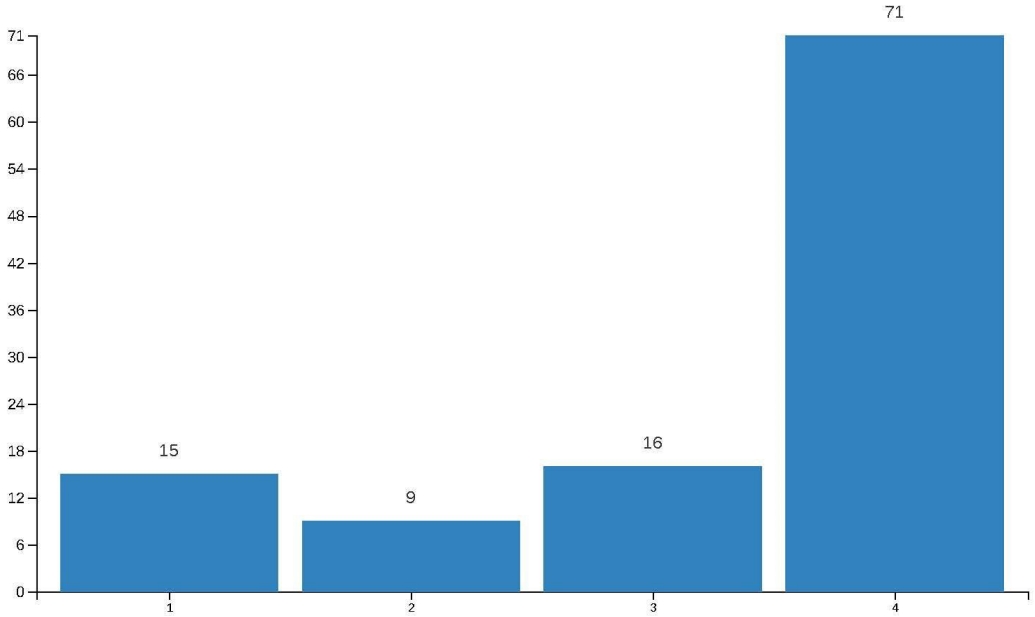
## Question 12: Allow more density in single-family zones

**Answered** 111 **Skipped** 0 **Date range** Year to date **Submitted by** All

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# Comments & Responses

## Aliso Viejo 2021-2029 Housing Element

| Comment | Response |
|---|---|
| 1. In the 2013-2021 planning period there were 534 moderate-income housing units built compared to 34 lower-income units – a ratio of 15 to 1. We would like to see an even more balanced approached to development in the 6th Cycle. We are especially interested in the city offering more lower-income family rentals (3 and 4 bedroom apartments.) | While the City will advocate with developers to construct large bedroom units, it is important to note that cities do not build housing. Cities have little control over the number of affordable housing units (including affordable units) that are built. City plans and regulations create opportunities and incentives for development, but private property owners, developers and builders decide if and when to build based on many factors outside cities' control including general economic and housing market conditions, individual business plans, state and federal policies, interest rates, private lender policies, the cost of materials, labor cost and availability, other investment opportunities, available public subsidies for affordable housing, etc.<br><br>It is also very important to know that large public subsidies are typically necessary to produce deed-restricted low-income housing. In the urban coastal areas of Southern California, required subsidies can be in excess of $300,000 per unit. For the SCAG region alone, this translates into a total cost of over $167 billion based on the lower-income RHNA of 558,000 units for the 8-year planning period. For comparison, the total cost of the federal Low Income Housing Tax Credits (LIHTC) program for the entire nation is about $11 billion per year.<br><br>With regard to 3- and 4-bedroom apartments, the City does not control unit sizes. However, some affordable housing subsidy programs such as the Low Income Housing Tax Credits program include priority or incentives for large units. |

| Comment | Response |
|---|---|
| 2. Sites listed as candidates for re-zoning have a lot of potential. While all of the sites have existing structures, several of the sites are unoccupied. Rather than taking 3 years to re-zone the sites, we urge the city to re-zone them within 1 year of the 6th Cycle Housing Element being adopted. | The City intends to start the rezoning process as soon as there is confirmation from HCD that the proposed sites are acceptable with the understanding that large-scale rezoning is a very complex process due to extensive State legal requirements including CEQA compliance and public participation. The City is an advocate for the State legislature adopting CEQA amendments or exemptions that would streamline the rezoning and housing development process, as they have for some other types of developments such as sports stadiums. If an EIR is necessary, the required time to process zoning amendments could easily take more than a year.<br>In addition, the City has a very small staff and a large work effort such as a Housing Element update or major rezoning requires an extensive amount of time and money. While the State has made some grant funds available to assist cities in these efforts, the City's costs often exceed available grant funds.<br><br>Further, when the State Legislature adopts new housing laws imposing additional administrative burdens on cities, there is typically no State funding provided to cover cities' costs in implementing the new requirements. Instead, the Legislature typically justifies this lack of funding by allowing cities to charge fees on new development to cover the additional cost. At the same time, cities are often criticized for their development fees, which exacerbate the cost of housing. |

| Comment | Response |
|---|---|
| 3. We also urge the city to rigorously pursue affordable housing developers, such as Jamboree, National CORE or others, and reduce constraints to incentivize them build affordable housing units in Aliso Viejo so the city can meet its 6th Cycle RHNA goals of 574 lower-income units. | The City works cooperatively with affordable housing developers. For example, the City has worked with USA properties to construct two senior affordable housing developments with 398 affordable units. City Staff also has relationships with local affordable housing developers and will work with them to develop the proposed sites.<br><br>With regard to meeting the RHNA, it is important to note that State law does not require cities to achieve the RHNA allocations. Rather, cities must provide sufficient opportunities for housing development through their plans and zoning regulations commensurate with the RHNA.<br><br>While some cities have been able to actually achieve their RHNA allocations in previous housing cycles, the RHNA allocations were *more than tripled* for the 6th planning cycle – to over 1.3 million units for the SCAG region compared to about 400,000 units in the previous cycle. The primary reason for the huge RHNA increase is the State's change in the RHNA methodology to include existing households who are overcrowded (more than 1 person per room) or are overpaying (more than 30% of gross income for housing) in addition to projected population growth. The RHNA is a planning goal based on the amount of new housing that would need to be built in the next 8 years to accommodate every new household *while also completely eliminating overcrowding and overpayment for every existing household in the region.*<br><br>"Existing need" was not included in any previous RHNA cycle during the past 40 years. Almost half of the total RHNA in the SCAG region for this cycle is due to existing need rather than projected growth. *For Aliso Viejo, the assigned housing need due to population growth is 48 units while the city's assigned share of the region's existing need due to existing overcrowding and overpayment throughout the region is 1,144 units.*<br><br>Regional growth forecasts are based on a variety of factors including land available for development. Aliso Viejo is almost fully developed, and the only opportunities for new housing are through the redevelopment of |

| Comment | Response |
|---|---|
| | existing properties. Unlike older areas like northern Orange County and Los Angeles County, there are no blighted areas in Aliso Viejo that are obvious candidates for redevelopment. Property owners will only demolish and redevelop existing properties if the economics "pencil out" and from a financial perspective, it seems unlikely that redevelopment equal to the City's RHNA allocation will occur in the next 8 years, no matter what policies the City adopts to encourage housing development.<br><br>Given all these facts, it does not seem reasonable to expect that Aliso Viejo will "meet its RHNA" if that phrase is interpreted to mean "achieve its RHNA." |
| 4. We are especially excited about The Commons – where formerly Lowe's was located. It is conveniently located near Trader Joe's and other shopping. It is a huge property – but of course there are existing structures there. Does this site already have a housing overlay with affordable housing requirements? If so, could you please elaborate on the requirements and what exactly is planned for this area?<br><br>The Aliso Viejo Town Center is promising with its large parking lot. Again, does this site have an existing housing overlay and what are the affordable housing requirements?<br><br>For the Business Park on Aliso Viejo Parkway, we note there is a "Space Available" sign outside. This property seems to encompass 3 very large buildings and a huge parking lot, but we can't tell what the potential is. How much space is available? Does the owner want to redevelop the property into housing? How long are the leases that are now in place? We think this would be a wonderful location for the city to encourage a partnership between the owner and affordable and permanent supportive housing developers such as Jamboree and National CORE to apply for Project HomeKey funding. | The City has discussed the potential of an affordable housing overlay with the owners of the proposed sites. All of the owners welcomed the overlay and many had already started to investigate the possibility of redeveloping their properties.<br><br>Due to the time constraints State law imposes on cities for preparing Housing Element updates, the analysis of rezoning strategies for the candidate sites is preliminary and conceptual. State law identifies a 2-step process, with step 1 being identification of candidate sites in the Housing Element, and step 2 being subsequent detailed studies (including CEQA analysis and public hearings) leading to rezoning.<br><br>Accordingly, detailed analysis of specific development parameters for the candidate sites will be conducted after final adoption of the Housing Element, along with additional public review and discussion. The identification of candidate sites is based primarily on staff's knowledge and development inquiries from property owners. |

| Comment | Response |
|---|---|
| We note there is a "Space Available" sign outside 35 Journey and 41 Columbia. Again, please share your analysis of the potential here.<br><br>For 1 Columbia we did not see a "Space Available" sign outside. What is your analysis of this site? Why do you think it has potential to be redeveloped?<br><br>We were interested to hear that there is vacant land by Liberty and that TransWestern already has an application to build there. We think that would have been a terrific location for permanent supportive housing since it would have been close to behavioral health providers. | |
| 5. ADUs – We note the projection of 40 ADUs to meet the RHNA goals. We would like to see more details on the plan to monitor to development and affordability of ADUs - including, as other cities have done, a plan to track ADU rents to measure if progress is being made on the production of affordable units. In addition, we would like to see more incentives put in place to encourage the development of ADUs – such as expedited review of ADU permits, pre-approved ADU design plans and reduction of permit fees for deed restricted affordable ADUs. | The City's current ADU requirements in the Aliso Viejo Municipal Code require annual reporting of ADU rents.<br><br>The City intends to incentivize ADU production through the creation of a guidebook for the creation and design of ADUs if grant funds can be obtained. The City will also work with interested parties to identify any obstacles to the development of ADU's and proposed Zoning Code changes based on the feedback received. However, it should also be recognized that the cost of building an ADU can be quite high - $250,000 would not be unusual for a 800-sq-ft ADU assuming a cost of about $300 per square foot. |
| 6. Program 4: Section 8 Housing Choice Vouchers - We ask that the City be more specific and robust in their plans for educating residents about the Federal Housing Choice Voucher rental assistance program. We especially urge the city to do outreach to landlords to encourage them to accept housing vouchers because we are hearing that even when people are approved for the vouchers, they cannot find landlords who will accept them. We also recommend that the City coordinate with United Way to bring | The Orange County Housing Authority operates the Housing Choice Voucher program. The City will request that the Housing Authority provide additional educational opportunities for landlords and residents.<br><br>The City has promoted the Welcome Home OC program via the City's social media outlets, and will continue to coordinate with the United Way to disseminate program information to landlords in Aliso Viejo. |

| Comment | Response |
|---|---|
| informational sessions about their Welcome Home OC program to Aliso Viejo landlords. This program is a landlord incentive program that provides financial incentives such as double security deposits, sign-on bonus, holding fees, and other assurances for landlords who rent units in Orange County to individuals, Veterans, and families with a housing voucher. The program is a joint effort between the United to End Homelessness initiative, Orange County United Way, Public Housing Authorities, and rental property owners to reduce the time involved in the search for housing by increasing the availability of rental units. | |
| 7. Although the city has achieved a degree of success in encouraging affordable housing, given that all the proposed sites have buildings on them, we think that a much more robust set of programs are needed to affirmatively attract developers to build lower income housing in Aliso Viejo. | As discussed in No. 4 above, the City has discussed the potential for an housing overlay with many of the property owners and there is widespread interest. The City also welcomes suggestions on potential programs that can be deployed to attract developers. |
| 8. Inclusionary Housing Ordinance - Given the urgent need of residents for low-income housing, the Kennedy Commission strongly recommends the City adopt an Inclusionary Housing Ordinance within the next year to ensure that identified sites are truly feasible and effectively provide affordable housing in a balanced manner. We recommend that the ordinance include a 15% requirement of affordable housing production at extremely-low-, very-low- and low-income categories and that it apply to all residential projects. The ordinance should be flexible to allow for the development of affordable housing onsite, off site, or provide for an appropriate in-lieu fee option. We recommend an in-lieu fee option in the range of $10,000 to $15,000 per unit, or $10 to $15 per square foot, to go along with this policy. The in-lieu fee must be calculated to achieve the gap financing needed to create affordable housing and be used to leverage additional state and federal housing funds. We recommend the affordable units be deed restricted for at least 55 years. A feasibility study | While the City agrees that there can be benefits to inclusionary housing ordinances, practically speaking, the City has been more successful in their absence. In the City's experience, with inclusionary housing ordinances, which generally require 15% affordability, developers design their projects to meet that minimum requirement. With the developments at 2 Liberty and 100 Freedom Lane, the City was able to obtain 100% affordability (excluding manager's units).<br><br>In addition, inclusionary housing, and variations such as housing overlay zones, are techniques used by many cities to require the production of affordable housing as part of development projects. However, these techniques are not universally supported because they impose an additional cost on property owners and developers. As the saying goes, "There is no free lunch." Selling or renting some housing units at below-market rates must be offset by higher prices for other units, or lower revenues for the property owner or developer. Another argument against such techniques is that they discourage development or steer development into other areas without such requirements. The State has |

| Comment | Response |
|---|---|
| and implementation of the ordinance should be completed no later than one year from the adoption of the Housing Element. | taken a neutral position on inclusionary requirements, and a recent law established a threshold of 15% lower-income inclusionary requirement above which the State requires a financial analysis to evaluate whether the requirement acts as an unreasonable constraint on housing development.<br><br>Even absent a formal inclusionary requirement, the City has been successful in negotiating affordable housing production as part of the development entitlement process. |
| 9. Mixed-Use Zoning – We support the city's planning for mixed-use developments that provide residential units along major corridors and can provide significant opportunities for affordable housing development. We understand that mixed-use zoning allows for the integration of housing with other uses on underutilized commercial or industrial sites while retaining existing commercial/industrial square footage usage to provide services to new residents and the surrounding community. We recommend that the City require 15% of housing to be affordable at the extremely-low-, very-low-, and low-income levels in the mixed-use zoned focus areas. | See #8 above |
| 10. Affordable Housing Overlay – The City should adopt an Affordable Housing Overlay, especially over the mixed-use focus areas that are being rezoned and upzoned. A minimum of 15% of all units should be set aside for extremely low-, very low-, and low-income levels in exchange for development and regulatory incentives. The City must identify a timeframe to study the policy and a timeframe for adoption and implementation. We recommend that this happen in the first year of the 6th Cycle as part of the Zoning Code update. | See #8 above |

| Comment | Response |
|---|---|
| 11. Congregational Housing Overlay - A Congregational Housing Overlay Zone provides an opportunity for the development of affordable housing on religious sites while retaining the existing religious use. The overlay would provide 100% affordable units on congregational sites, with a focus on extremely-low-, very-low- and low-income categories. | This idea was proposed to the City by a local housing advocacy group. There is merit to this idea and the City continues to investigate the possibility. |
| 12. Adaptive Reuse Ordinance - Certain building, fire code, and parking requirements add costs to building conversion projects and reduce the likelihood of developers converting commercial buildings to residential. The City should consider the adoption of an Adaptive Reuse Ordinance, such as Santa Ana's ordinance, to provide alternative building and fire standards for the conversion of eligible buildings in exchange for 15% of converted units dedicated to extremely low-, very low- and low-income categories. | While the ordinance referenced is specific to the needs of Santa Ana, there is the possibility that one or more of the proposed sites could adaptively reuse the existing structures on site. The City will investigate the reference ordinance further and include provisions as appropriate during the rezoning process. |
| 13. Community Land Trust - The City should consider developing a Community Land Trust that would allow the City to retain ownership of land (either donated or purchased) and lease the land to the owner of the improvements for community benefit and the creation of 100% affordable housing. | The City will investigate this proposal further. |
| 14. Density Bonus - The City should analyze the effectiveness of the City's density bonus ordinance to develop affordable housing for lower income households. The City's 5th cycle RHNA progress demonstrates that moderate and above moderate-income housing production has outpaced lower-income housing development by a 15 to 1 ratio. The City should prioritize affordable housing for lower-income households in its update and implementation of density bonuses. The review should include analysis as to how the density bonus is being implemented. This is especially important when analyzing its effectiveness in higher density specific plans and rezonings that | The City most recently evaluated its density bonus provisions with the two developments at 2 Liberty and 100 Freedom Lane. However, the City believes that there is merit in continual reevaluation of all of its Municipal Code provisions and will reevaluate the density bonus section of the Code. |

| Comment | Response |
|---|---|
| give density and land use incentives and parking reductions, similar to the density bonus, but without requiring affordable housing. It is worth noting that rental developments can only use density bonuses to incentivize lower-income units. | |
| 15. Incentivizing 100% Affordable Housing - Regulatory, zoning and administrative requirements can contribute to high construction costs, and negatively affect the feasibility of producing affordable housing. The City should develop a program that incentivizes 100% affordable developments and reevaluate the current zoning code to eliminate barriers and create incentives for affordable housing developments. Incentives could include reducing or eliminating permitting fees, offering additional by-right incentives beyond density bonus, reducing parking standards, and alternative development standards. The City should consult with for-profit and nonprofit developers to determine appropriate regulatory incentives. | Recent changes to State density bonus law already provide the incentive of at least 80% density bonus in addition to other incentives and concessions for 100% affordable projects. |
| 16. City Owned Sites and Surplus Property - The city should prioritize city owned sites and surplus land to be developed exclusively for 100% affordable housing for low, very low and extremely low income families. The City must be proactive and implement a program that markets available surplus land to affordable housing developers. | The City currently owns no surplus property. It owns the property in which City Hall is located and three park properties all of which it intends to retain. |
| 17. We also recommend that the city issue an RFP to actively solicit affordable housing developers to the city. We would like to see the city offer support from the fund of collected in-lieu fees in exchange for development of extremely-low-, very-low and low-income housing units as well as funding available from the State of California's HomeKey funds, and the federal government American Rescue Plan Act funds. | Affordable housing RFPs are typically issued when a city controls the property. Currently, the City does not own any surplus property that is available for affordable housing. |

| Comment | Response |
|---|---|
| The Project Homekey deadline is January 31st. There is a source of funding, the Permanent Local Housing Allocation (PLHA), that will be available in 2022. This PLHA funding is readily available to cites but only if they apply for it. Is our city tracking these program deadlines to bring these resources to our community? Are we aware of all funding opportunities? It is important for the city to take advantage of these funding sources NOW to make important strides in the provision of affordable housing. | |
| 18. Ensure that development sites being identified and discussed in the initial draft are realistic and available during the planning period. Greater analysis is needed on the potential transition and feasibility of sites proposed to meet the lower income needs, especially on sites proposed for rezoning. | See #4 above |
| 19. The city should also further analyze the City's development patterns, zoning, housing policies and land use that have led to such a disparity in creating new housing opportunities. This disparity is demonstrated by the city's RHNA process in the current planning period. | See #1 above |
| 20. Ensure housing opportunity sites identified are not simply upzoned, rezoned or become part of overlays or specific plans that give away higher density and development incentives, without capturing the increase in financial gain and land use incentives being given to property owners and market rate developers. A 15% affordable housing inclusion at extremely low (5%), very low (5%) and low-income (5%) is necessary on these sites in exchange for these enhanced development opportunities and incentives. | See #8 above |

| Comment | Response |
| --- | --- |
| 21. The City should provide an adequate analysis and recommendations on how the City will Affirmatively Further Fair Housing (AFFH). Most of the affordable housing development opportunities have been identified and planned in the lower and moderate resource areas of the City. AFFH requires that cities promote the creation of affordable housing in high resource areas that provide important amenities such as schools, grocery stores, and medical services while also encouraging investment and conservation in low resource areas. The City needs to provide better strategies to facilitate affordable housing in higher resource areas, especially on the 6th Cycle Housing Element sites identified in this area. Furthermore, under AFFH, the City should also include anti-displacement policies that protect low income residents from rising rents and commit to reinvesting in low resource areas to improve the quality of living of residents in those areas. | Appendix C.7 of the revised draft Housing Element includes additional extensive analysis of fair housing issues. |

# C.7 FAIR HOUSING ASSESSMENT

## INTRODUCTION AND OVERVIEW OF AB 686

In January 2017, Assembly Bill 686 (AB 686) introduced an obligation to affirmatively further fair housing (AFFH) into California state law. AB 686 defined "affirmatively further fair housing" to mean "taking meaningful actions, in addition to combat discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity" for persons of color, persons with disabilities, and other protected classes. The Bill added an assessment of fair housing to the Housing Element which includes the following components: a summary of fair housing issues and assessment of the City's fair housing enforcement and outreach capacity; an analysis of segregation patterns and disparities in access to opportunities and disproportionate housing needs, an assessment of contributing factors, and an identification of fair housing goals and actions.

### Data Sources

This analysis relies on the following data sources: California Department of Housing and Community Development (HCD) 2021 Affirmatively Furthering Fair Housing (AFFH) Data Viewer, 2020 Orange County Analysis of Impediments to Fair Housing Choice (2020 AI), HUD Comprehensive Housing Affordability Strategy (CHAS) Data based on the 2013-2017 ACS, 2014-2018 ACS, and 2015-2019 ACS. In addition, to stay consistent with the certified data provided by SCAG, 2014-2018 American Community Survey (ACS) (5-Year Estimates) data was used for further fair housing analysis. Since racial and ethnic demographic data was not available at the city geography level, data at the census tract, census block group, and zip code (92656) geography levels were used. In addition, when data was not available at these geographic levels, data from 2015-2019 ACS was used. Where indicated, the zip code was used to provide accurate estimated data instead of the census tract data or census group data because these geography levels overlapped and extended beyond the city boundary line.[1]

This analysis also considers issues raised through public comments, local knowledge, and an assessment related to the local history and physical form of Aliso Viejo. The history is relevant as it provides a context for the existing built form, and the environmental setting is key to understanding the character of the city and constraints to development.

[1] For instance, Census Tracts 626.32 and 626.33 cover areas both in Aliso Viejo and Laguna Beach.

# ASSESSMENT OF FAIR HOUSING ISSUES

The analysis below also takes into account the unique aspects of Aliso Viejo. First, Aliso Viejo is geographically landlocked as it is surrounded by four cities (west of Aliso Viejo is Laguna Beach, on the north, Laguna Woods, northwest, Laguna Hills, and southeast, Laguna Niguel). Aliso Viejo is about 7 square miles. In addition, when using data from ACS, for instance, the City boundary line fits within 10 Census Tracts[1] and overlaps 30 Census Block Groups. Readers should note that these tracts also include portions surrounding Aliso Viejo City, such as Laguna Beach, Laguna Wood, Laguna Hills, and Laguna Niguel. In other words, the data provided at the Census Tract and Census Block Group level from the AFFH data viewer does not accurately represent the makeup of Aliso Viejo. However, data from the neighboring cities is also used to provide richer analysis to support local and regional analysis.

Aliso Viejo is unique from the neighboring cities because it has a higher density and has the highest rentership rate (see Table CP-1 below). The following analysis conforms to the requirements outlined in the AFFH technical guidance provided by HCD.

**Table CP-1: Population, Density, and Households (ACS, 2015-2018)**

| Jurisdiction | Square Miles | Total Pop. | Pop. Density (Pop./Sq. Miles) | Total Households | Owner-occupied (%) | Renter-occupied (%) |
|---|---|---|---|---|---|---|
| Aliso Viejo | 6.93 | 50,925 | 7,348 | 18,667 | 60.5 | 39.5 |
| Laguna Beach | 9.86 | 23,147 | 2,348 | 10,542 | 63.2 | 36.8 |
| Laguna Woods | 3.34 | 16,228 | 4,859 | 11,156 | 74.4 | 25.6 |
| Laguna Hills | 6.57 | 31,185 | 4,747 | 10,555 | 71.7 | 28.3 |
| Laguna Niguel | 14.79 | 65,652 | 4,439 | 23,360 | 70.0 | 30.0 |
| Orange County | 948 | 3,164,182 | 3,338 | 1,032,373 | 57.4 | 42.6 |

[1] Census Tract 626.32 covers a miniscule portion of Aliso Viejo city boundary and has been excluded in this analysis.

## Fair Housing Enforcement and Outreach

Aliso Viejo has committed to comply with the federal Fair Housing Act (FHA) and the California Fair Employment and Housing Act (FEHA), including FEHA Regulations, protect residents from discrimination on the basis of race, color, religion, national origin, sex/gender, handicap/disability, familial status, marital status, ancestry, source of income, sexual orientation, and arbitrary discrimination, as included in the 2020 AI. Additional fair housing laws applicable to California jurisdictions include:

- Unruh Civil Rights Act – Protects residents from discrimination by all business establishments in California, including housing and accommodations.

- Ralph Civil Rights Act (California Civil Code Section 51.7) – forbids acts of violence or threats of violence on the basis of race, color, religion, ancestry, national origin, age, disability, sex, sexual orientation, political affiliation, or position in a labor dispute.

- Bane Civil Rights Act (California Civil Code Section 52.1) – protects residents from interference by force or threat of force with an individual's constitutional or statutory rights, including a right to equal access to housing.

- California Civil Code Section 1940.3 – prohibits landlords from questioning potential residents about their immigration or citizenship status.

- Government Code Sections 11135, 65008, and 65580-65589.8 – prohibit discrimination in programs funded by the State and in any land use decisions. 65580-65589.8 was recently changed for the provision of special needs housing through:
    - Housing for persons with disabilities (SB 520);
    - Housing for homeless persons, including emergency shelters, transitional housing, and supportive housing (SB 2);
    - Housing for extremely low-income households, including single-room occupancy units (AB 2634); and,
    - Housing for persons with developmental disabilities (SB 812).

The City of Aliso Viejo has adopted housing and reasonable accommodation regulations and procedures in 2013. Municipal Code Chapter 15.66 establishes these procedures in conformance with fair housing law.

## Fair Housing Enforcement Resources in the Region

The following are fair housing agencies and organizations that provide services to residents in Aliso Viejo and throughout the Orange County and Southern California region:

- **California Department of Fair Employment and Housing (DFEH)** – DFEH accepts, investigates, conciliates, mediates, and prosecutes complaints under FEHA, the Disabled Persons Act, the Unruh Civil Rights Act, and the Ralph Civil Rights Act. DFEH investigates complaints of employment and housing discrimination based on race, sex, including gender, gender identity, and gender expression, religious creed, color, national origin, familiar status, medical condition (cured cancer only), ancestry, physical or mental disability, marital status, or age (over 40 only), and sexual orientation. In addition, the DFEH established a program in May 2003 for mediating housing discrimination complaints, which is among the largest fair housing mediation program in the nation to be developed under HUD's Partnership Initiative with state fair housing enforcement agencies. The nearest office is located in Riverside, an hour away from Aliso Viejo.

- **Fair Housing Council of Orange County** – Founded in 1965 and located in Santa Ana, the Fair Housing Council of Orange County is a non-profit operating throughout the county with a mission of ensuring access to housing and preserving human rights. The council provides a variety of services including community outreach and education, home buyer education, mortgage default counseling, landlord-tenant mediation, and limited low-cost advocacy. The council has visited Aliso Viejo for a community outreach at their family resource centers in the past. Their services are provided in English, Spanish, and Vietnamese. In addition to these client services, the Fair Housing Council investigates claims of housing discrimination and assist with referrals to DFEH. the council may also occasionally assist with or be part of litigation challenging housing practices.

- **Community Legal Aid SoCal** – A public-interest law organization, Community Legal Aid SoCal provides holistic legal services serving low-income people Orange County and Southeast Los Angeles County. Overall, community legal aid provides direct representation, as well as engaging in policy advocacy and impact litigation. The main office is located in Santa Ana, with additional offices in Norwalk, Anaheim, and Compton. Community Legal Aid SoCal is funded by the Legal Services Corporation, which carries restrictions against representing undocumented clients.

- **Fair Housing Foundation** – The Fair Housing Foundation serves parts of Los Angeles County and several cities in Orange County. The Foundation provides landlord-

tenant counseling and mediation, rental housing counseling, and community outreach and education. In addition, the Foundation screens fair housing complaints, investigates through testing, and will engage in conciliation or mediation efforts or refer the complaints to the appropriate administrative agencies where appropriate. ~~The City of Aliso Viejo is served by the Fair Housing Foundation (FHF). The FHF is contracted to investigate and resolve discrimination complaints, conduct discrimination auditing and testing, and education and outreach, including the dissemination of fair housing information such as written material, workshops, and seminars. FHF also provides landlord/tenant counseling, which is another fair housing service that involves informing landlords and tenants of their rights and responsibilities under fair housing law and other consumer protection regulations, as well as mediating disputes between tenants and landlords. While~~ The nearest FHF office is in the City of Orange, the majority of cases are handled over the phone, and to ensure ease for local residents workshops are held in City facilities.

Between 2018 and 2021, FHF served 132 residents of Aliso Viejo and assisted with 16 fair housing complaints by Aliso Viejo residents. From the allegations FHF opened 5 cases accounting for about 2 percent of the cases opened by FHF in the Orange County. Of the 5 cases, 2 cited disability as a basis for discrimination. Source of Income was the second most common basis for discrimination.

The U.S. Department of Housing and Urban Development (HUD) maintains a record of all housing discrimination complaints filed in local jurisdictions. These grievances can be filed on the basis of race, color, national origin, sex, disability, religion, familial status and retaliation. From July 1, 2018 to June 30,2021, 6 fair housing complaints in Orange County were filed with HUD. There were none filed with HUD for Aliso Viejo residents. FHF was able to successfully conciliate 2 cases, 2 cases they could not obtain evidence of discrimination, and 1 case was resolved with providing Fair Housing training to management. In Orange County and the City of Aliso Viejo, Denial of Access was the most commonly reported - comprising 31 percent of all cases in the county and 40 percent of Aliso Viejo cases. The table below (Table CP-2) compares FHEO discrimination cases in Orange County in 2010 and 2020. As seen below, the number of total cases have decreased by about 50%, even though there is an increase in disability cases. However familial status and race have both gone down.

**Table CP-2: Orange County FHEO Discrimination Cases**

| Basis | 2010 | | 2020 | |
|---|---|---|---|---|
| | *Cases* | *Percent* | *Cases* | *Percent* |
| Disability | 31 | 58.5% | 17 | 60.7% |
| Familial Status | 8 | 15.1% | 4 | 14.3% |
| Race | 10 | 18.9% | 3 | 10.7% |

| | | | | |
|---|---|---|---|---|
| Total | 538 | 100.0% | 28 | 100.0% |

In addition, data from HCD's AFFH Data Viewer shows FHEO inquiries by City from HUD between 2013-2021. For Aliso Viejo, it is recorded that there were 19 total inquiries, 4 were counted as disability, 1 as race, and the rest of the 14 inquiries did not fall under the familial, national, religion, sex, or color count. This data shows that in the span of 8 years, there were 0.37 discrimination inquiries per one-thousand people.

The 2020 Orange County Analysis of Impediments to Fair Housing Choice ("AI") found that the following may be contributing factors to fair housing for the County of Orange as a whole. The AI did identify issues with particular cities for each of these items, and Aliso Viejo was not specifically identified:

Access to transportation for persons with disabilities. The main barrier being a general lack of public transportation infrastructure.

- Access to finance services for residents.
- Access to public supported housing for persons with disabilities, although persons with disabilities are able to access housing through the Housing Choice Voucher program.
- Admissions and occupancy policies and procedures, including preferences in publicly supported housing. In particular, housing authorities, including the Orange County Housing Authority, provide live-work preferences to applicants for Housing Choice Vouchers.
- The availability of affordable units in a range of sizes. Overcrowding, as defined by HUD, in Orange County is very high, at 9.51% overall, expanding to 15.97% for renters.
- The availability, type, frequency, and reliability of public transportation. Public transportation in Orange County primarily consists of bus service operated by the Orange County Transportation Authority (OCTA) and Metrolink light rail service.
- Community opposition in general was identified. Aliso Viejo has not experienced community opposition in the two senior projects totaling 198 affordable units and for the units in the Glenwood and Vantis neighborhoods.
- Displacement of residents due to economic pressures in parts of Orange County that have historically had concentrations of low-income Hispanic and Vietnamese residents. Aliso Viejo is not considered one of these areas.

- Impediments to mobility, specifically Housing Choice Voucher payment standards that make it difficult to secure housing in many disproportionately White parts of the county, contribute to segregation and disparities in access to opportunity.
- Lack of access to opportunity due to high housing costs in particular, as the Disparities in Access to Opportunity section of this Analysis reveals, coastal areas and far eastern portions of the county have greater access to educational, economic, and environmental opportunity than do most areas in between. Aliso Viejo is not considered a coastal community.
- Lack of affordable in-home or community-based supportive services due to the absence of any waiting list for Home and Community-Based Services for persons with developmental disabilities. This issue primarily affects people with psychiatric disabilities.
- Lack of affordable, integrated housing for individuals who need supportive services. This is a significant contributing factor for two reasons. First, the shortage of permanent supportive housing throughout Orange County in comparison to the total need is characteristic of the broader shortage of affordable housing generally. Second, although there are some programs that specifically focus on providing permanent supportive housing to individuals with disabilities, including developments built with Mental Health Services Act funds and Mainstream Housing Choice Vouchers, there has not been a concerted effort to raise local bond funds for affordable housing and prioritize permanent supportive housing with a portion of bond proceeds as there has been in some other California jurisdictions.
- Lack of local or regional cooperation. Although the prerequisites for collaboration across jurisdictions exists, there remains a problem with local governments not taking the steps to achieve regionally determined goals like progress toward meeting each jurisdictions Regional Housing Needs Allocation for very low- income and low-income households.
- Lack of local public fair housing outreach. There are no local public entities that conduct fair housing outreach and enforcement, with the California Department of Fair Employment and Housing and HUD constituting the only public enforcement bodies that operate in Orange County.
- Lack of resources for fair housing agencies and organizations. Three are two large fair housing organizations operating in Orange County that provide services to residents and engage in enforcement, outreach, and education. However, the size of the federal Fair Housing Initiatives Program, the primary funding program for fair housing organizations, has failed to keep up with inflation, making Congress's appropriations worth less over time. In order to meet the needs of residents of a

large and diverse county, local fair housing agencies and organizations require greater levels of resourcing.

- Land use and zoning laws. With some exceptions, communities in Orange County that have relatively high concentrations of White residents and relatively low concentrations of Hispanic residents tend to have zoning that allows for limited opportunities to develop multifamily housing.

In summary, the data on discrimination complaints and inquiries in Orange County and Aliso Viejo and the contributing factors to fair housing issues in the area, show that incidents on fair housing issues is decreasing and additional resources and education on fair housing issues among residents should continue.

### Code Enforcement in City of Aliso Viejo

Though the City does not have its own fair housing enforcement agency it does have a Code Enforcement service to enforce the City's Municipal Code such as planning code violations, building code violations, and conditions of units. However, outreach and education on fair housing rights is one of the approaches to promote fair housing choice, and foster inclusive socio-economic communities. The City, along with partnered agencies offering resources and education on fair housing rights, can increase outreach and education on fair housing rights. The code enforcement program is complaint-based. The City provides a Complaint Form on its website which requires the complainant to identify the location of the problem with an exact address as well as a description of the nature of the problem or violation. These complaints are sent directly to the City's code enforcement office. Alternatively, the City provides the code enforcement officer's phone number as another means of contact. This program ensures that properties within the city comply with all municipal and zoning codes as well as assist with health and safety issues. The City's complaint-based code enforcement program does not present a constraint to the development of housing.

### City's Compliance with Existing Fair Housing Laws

As described above, the city of Aliso Viejo is committed to comply with fair housing regulations. In 2013, Aliso Viejo has adopted housing and reasonable accommodation regulations and procedures. Municipal Code Chapter 15.66 establishes these procedures in conformance with fair housing law. In addition, Program 12 of this Housing Element outlines additional actions that the City will commit to as an effort to address fair housing issues.

# INTEGRATION AND SEGREGATION

To inform priorities, policies, and actions, an analysis of integration and segregation, including patterns and trends, related to people with protected characteristics is necessary. This analysis addresses both integration and segregation to holistically evaluate the patterns and practices and better identify and prioritize contributing factors to fair housing issues.

According to HCD's guide on implementing AFFH analysis, integration means a condition in which there is not a high concentration of persons of a particular race, color, religion, sex, familial status, national origin, or having a disability or a particular type of disability when compared to a broader geographic area. On the other hand, segregation means a condition in which there is a high concentration of persons of a particular race, color, religion, sex, familial status, national origin, or having a disability or a type of disability in a particular geographic area when compared to a broader geographic area.

## Race and Ethnicity

The ethnic and racial composition of a region is useful in analyzing housing demand and any related fair housing concerns as it tends to demonstrate a relationship with other characteristics such as household size, locational preferences, and mobility. To assist in this analysis of integration and segregation, the Department of Housing and Community Development (HCD) has provided AFFH Data and Mapping Resources, which are included below. Also included is data from the 2020 Orange County Analysis of Impediments to Fair Housing Choice prepared by Lawyers' Committee for Civil Rights Under Law. In addition, data from 2014-2018 ACS was also gathered to understand the racial and ethnic composition of Aliso Viejo's neighboring cities (Laguna Woods, Laguna Hills, Laguna Niguel, and Laguna Beach).

As shown in Table CP-3 below, the racial/ethnic composition makes up approximately 39.6% of Orange County's population (100% minus 60.4% of White population). The Hispanic/Latinx population make up 34.2% of the population and the Asian makes up 20.9%. The table above indicates that Aliso Viejo and the neighboring jurisdictions have lower racial/ethnic minority populations compared to the County. Among the five jurisdictions in the table above, Laguna Hills (30.0%), Aliso Viejo (29.9%), and Laguna Niguel (25.9%) have the highest racial/ethnic minority compositions.

### Table CP-3: Ethnicity and Race

| | Aliso Viejo | | Laguna Beach | | Laguna Woods | | Laguna Hills | | Laguna Niguel | | Orange County | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Total Population** | 52,124 | % | 23,147 | % | 16,228 | % | 31,185 | % | 66,265 | % | 3,185,968 | % |
| **Hispanic or Latino** | 9,739 | 18.7 | 1,709 | 7.4 | 821 | 5.1 | 6,540 | 21.0 | 10,986 | 16.6 | 1,088,251 | 34.2 |

| Race | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| White | 36,900 | 71.0 | 21,007 | 90.8 | 12,678 | 78.1 | 21,819 | 70.0 | 49,118 | 74.1 | 1,922,991 | 60.4 |
| Black | 998 | 1.9 | 186 | 0.8 | 73 | 0.4 | 557 | 1.8 | 1,799 | 2.7 | 59,872 | 1.9 |
| Amer. Ind/ AK Native | 280 | 0.5 | 32 | 0.1 | 8 | 0.0 | 52 | 0.2 | 0 | 0.0 | 13,213 | 0.4 |
| Asian | 7,825 | 15.0 | 857 | 3.7 | 3,142 | 19.4 | 4,681 | 15.0 | 6,940 | 10.5 | 666,421 | 20.9 |
| Hawaiian/Pac. Isldr. | 33 | 0.1 | 73 | 0.3 | 0 | 0.0 | 15 | 0.0 | 94 | 0.1 | 10,196 | 0.3 |
| Some other race | 2,575 | 4.9 | 351 | 1.5 | 172 | 1.1 | 1,986 | 6.4 | 4,764 | 7.2 | 378,653 | 11.9 |
| Two or more races | 3,513 | 6.7 | 641 | 2.8 | 155 | 1.0 | 2,075 | 6.7 | 3,550 | 5.4 | 134,622 | 4.2 |

~~According to the California Fair Housing Task Force's 2021 opportunity maps, there is a small area in the northern portion of the City that is more than 81% racially segregated.~~ According to the data provided by HCD's AFFH Data Viewer, and as seen in Figure CP-4, one census block group (Census Tract 626.41, Block Group 1) on the northern portion of the City has the largest proportion of total non-White population at 68.9%. This is a portion of the City that was developed under the County's jurisdiction prior to City incorporation in 2001. Gathering from other data from AFFH Data Viewer, this area also shows a higher concentration of renters in occupied housing units with housing choice vouchers (see Figure CP-5 below). The data shows that there are 63 public housing choice voucher tenants living in this concentrated track. In addition to the concentration of ethnic/racial minority and higher number of housing choice vouchers, this area also shows a higher percentage of overcrowded households (see Figure CP-1 on the next page).

Upon reviewing other data related to segregation and integration from the AFFH Data Viewer, it is observed that there is no indication that a specific ethnic or racial minority is concentrated in the northern region of Aliso Viejo. Neither does this area show a higher count of poverty status. Figure CP-3, on the next page, shows the neighborhood segregation typology at the Census tract level. These tracts show the racial composition of each racial category where any group that is more than 10% of the total share is listed. All the tracts that overlap Aliso Viejo, including the northern census block group that appears to be ethnically/racially concentrated, the figure shows that there is a concentration of three ethnic/racial groups. In addition, the dark green shaded area in Figure CP-2, represents one Census Block Group. According to the ACS 2014-2018 data, the estimated populations for each racial category within this Census Block Group are presented in Table CP-4 on the next page. As the table shows, the top three racial/minority groups with high populations in this Census Block Group are Asian (15% of total population), some other race (15.8%), and two or more races (6.1%). Almost 30% of the Census Block Group's population is Hispanic or Latino.

Table CP-4 : Ethnicity and Race of Census Block Group 1, Census Tract 626.41 (ACS, 5 Year Estimates, 2018)

| Ethnicity or Racial Category | Estimated Population | Percent of Population |
|---|---|---|
| Total Population | 3,420 | 100% |
| Hispanic or Latino | 1,019 | 29.8% |
| White | 2,160 | 63.2% |
| Black | 0 | 0.0% |
| American Indian/Alaskan Native | 0 | 0.0% |
| Asian | 512 | 15.0% |
| Hawaiian/Pacific Islander | 0 | 0.0% |
| Some other race alone | 541 | 15.8% |
| Two or more races | 207 | 6.1% |

Figure CP-1: Housing Choice Vouchers by Census Tract (HUD, 2021)

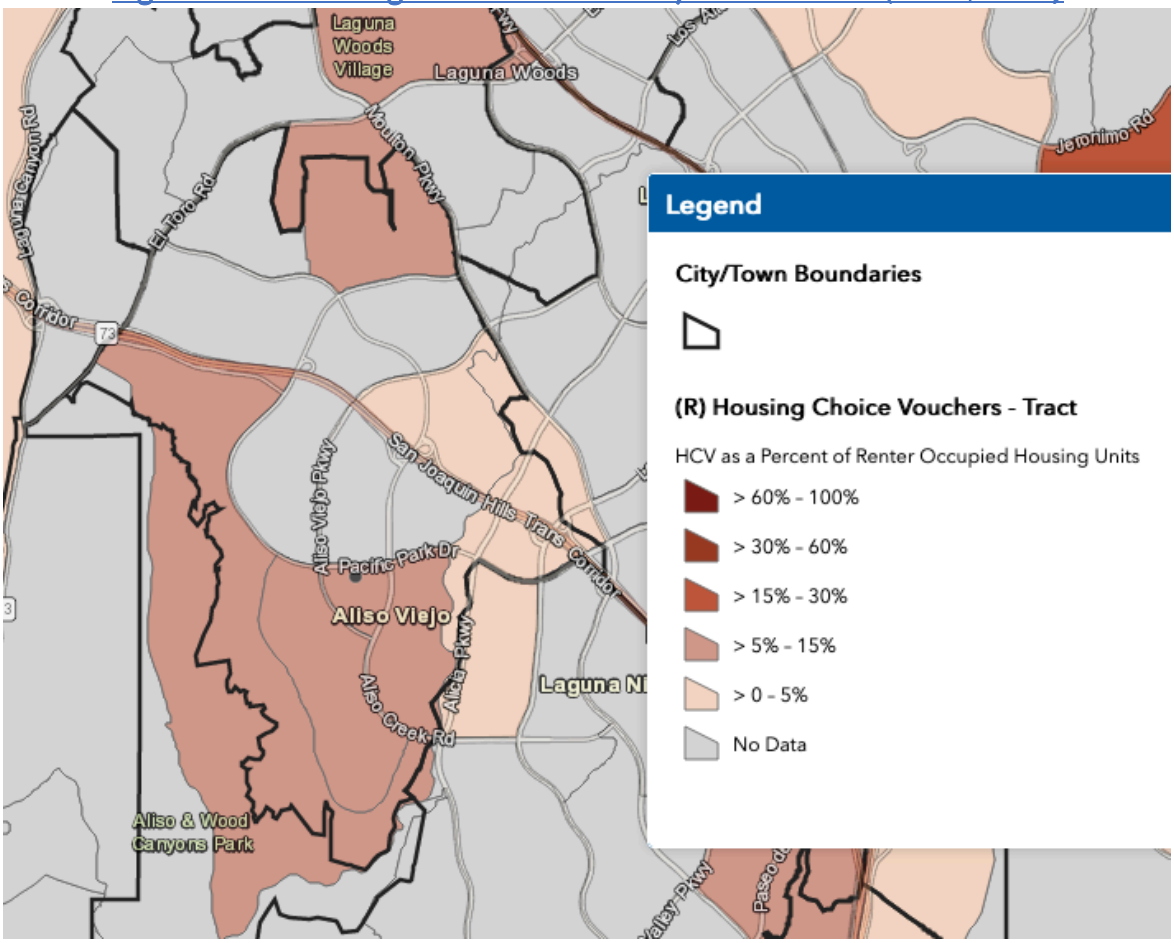


Figure CP-2: Percent of Household Overcrowding by Census Track (HUD, CHAS, and ACS; 2021)

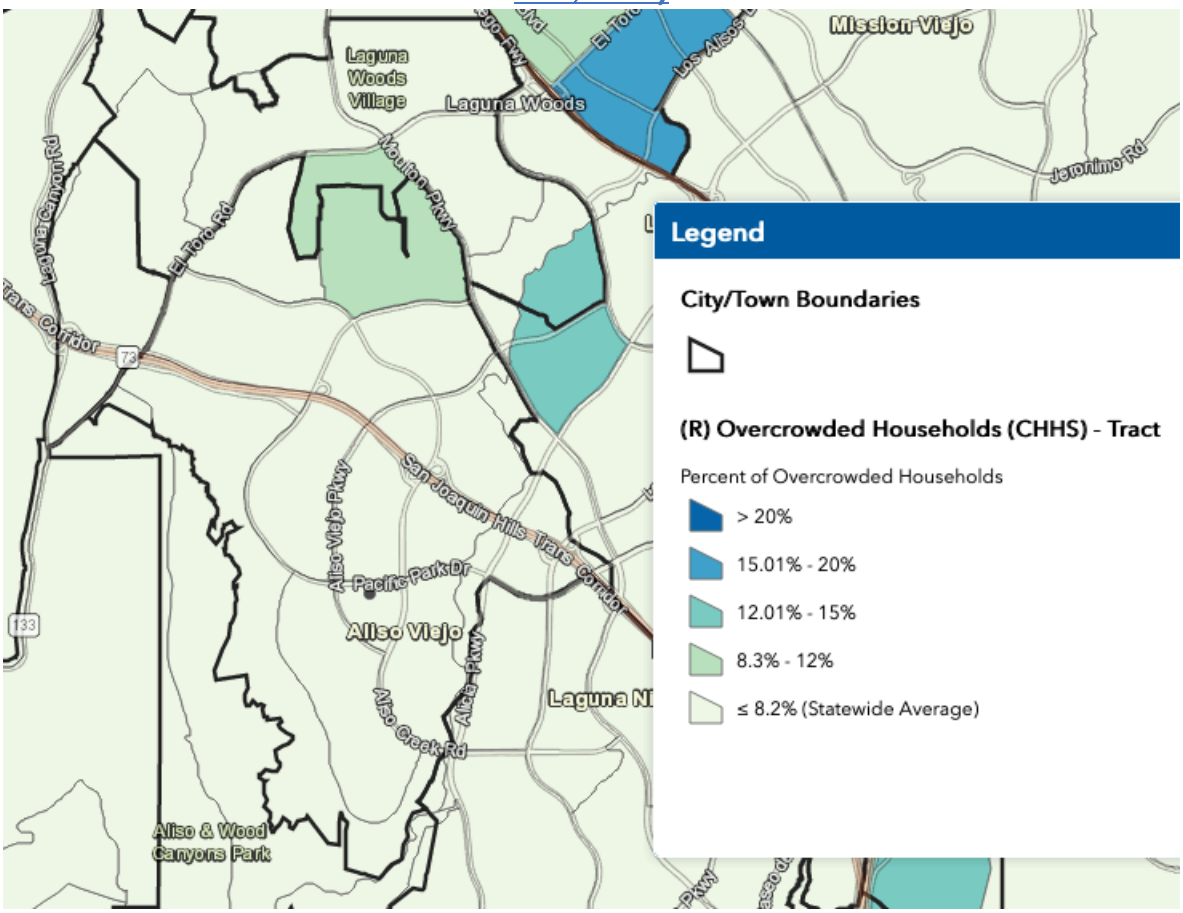
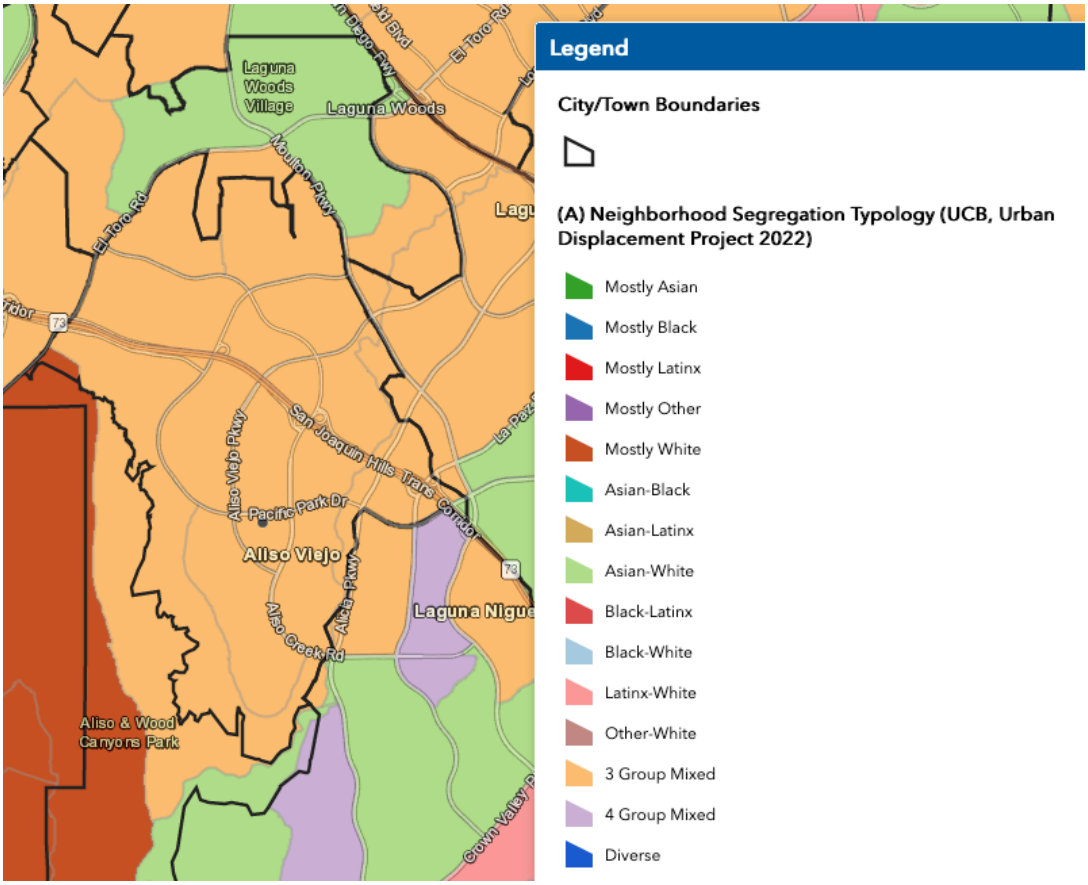


Figure CP-3: Neighborhood Segregation Typology (2022)




Tables CP-5 and Table CP-6 below reflect the Dissimilarity Indices for Aliso Viejo and the County as a whole. The Dissimilarity Index measures the percentage of a certain group's population that would have to move to a different Census tract to be evenly distributed within a city or metropolitan area in relation to another group. The higher the Dissimilarity Index, the higher the extent of segregation. The City of Aliso Viejo has relativity lower rates of dissimilarity than the County as a whole. The exception being the Black/White population, which is approximately 4% higher.

Table CP-5: Dissimilarity Index (0-100)

| Value | Level of Segregation |
|---|---|
| 0-40 | Low Segregation |
| 41-54 | Moderate Segregation |
| 55-100 | High Segregation |

Table CP-6: Dissimilarity Index Values by Race and Ethnicity, Orange County vs. Aliso Viejo

| Racial/Ethnic Dissimilarity Index | 1990 Trend | | 2000 Trend | | 2010 Trend | | Current | |
|---|---|---|---|---|---|---|---|---|
| | Orange County | Aliso Viejo | Orange County | Aliso Viejo | Orange County | Aliso Viejo | Orange County | Aliso Viejo |
| Non-White/White | 30.38 | N/A | 34.71 | N/A | 33.58 | N/A | 44.71 | 13.3 |
| Black/White | 32.60 | N/A | 33.63 | 12.6 | 32.27 | 12.3 | 46.98 | 50.89 |
| Hispanic/White | 36.13 | N/A | 41.08 | 11.6 | 38.18 | 20.4 | 52.82 | 22.57 |
| Asian or Pacific Islander/White | 32.58 | N/A | 34.31 | 6.1 | 34.82 | 8.1 | 43.19 | 14.98 |

The Isolation Index (Tables CP-7 and Table CP-8) measures what percentage of the Census tract in which a person of a certain racial identity lives includes other persons of that same racial/ethnic group. A higher index number represents a larger clustering of a given population. In Aliso Viejo, the White/White population shows a slightly greater clustering than for Orange County as a whole. Other racial groups experience much lower levels of clustering in general and when compared to the County as a whole.

Table CP-7: Isolation Index Values by Race and Ethnicity, Orange County

| Isolation Index | Current |
|---|---|
| White/White | 55.16 |
| Black/Black | 3.32 |
| Hispanic/Hispanic | 52.81 |
| Asian/Asian | 31.84 |

Table CP-8: Isolation Index Trends, Aliso Viejo

| Isolation Index | 1980 Trend | 1990 Trend | 2000 Trend | 2010 Trend | Current |
|---|---|---|---|---|---|
| White/White | N/A | N/A | 71.3 | 62.6 | 62.94 |
| Black/Black | N/A | N/A | 2.7 | 2.7 | 3.97 |
| Hispanic/Hispanic | N/A | N/A | 12.5 | 21.7 | 19.52 |
| Asian/Asian | N/A | N/A | 13.5 | 18.5 | 16.32 |

Areas of minority concentration by block group in Aliso Viejo are shown in Figure CP-4. The percentage of non-white population ranges from 21 percent to 80 percent and is highest in the northern portion of the city, which is also the area with the oldest housing stock.

Figure CP-4: Areas of Minority Concentration in Aliso Viejo (2018)

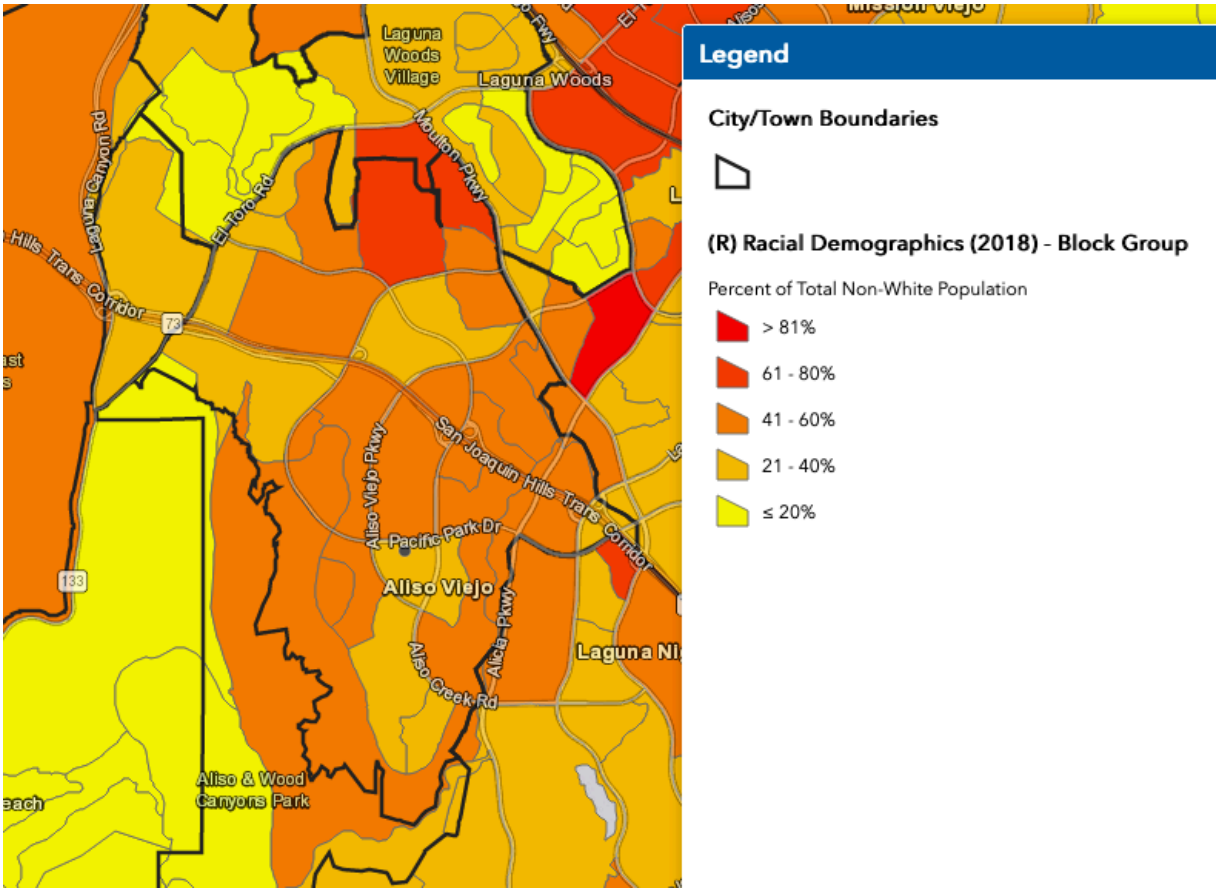


Figure CP-5: Diversity Index and Minority Concentration in Aliso Viejo (2018)

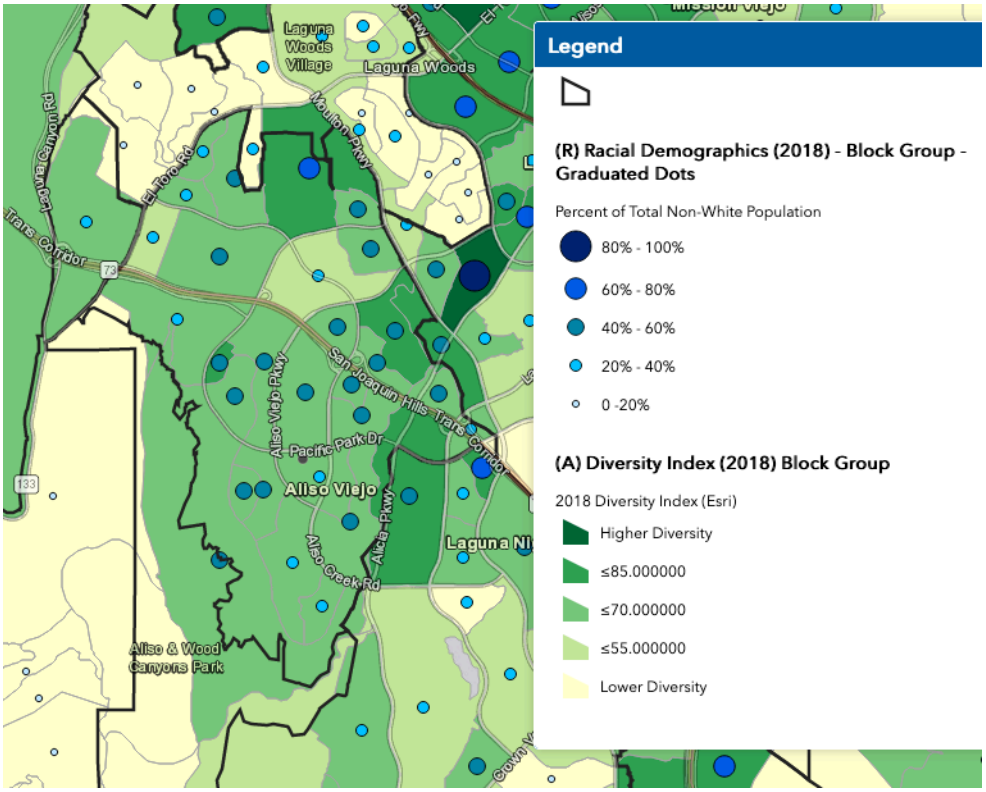
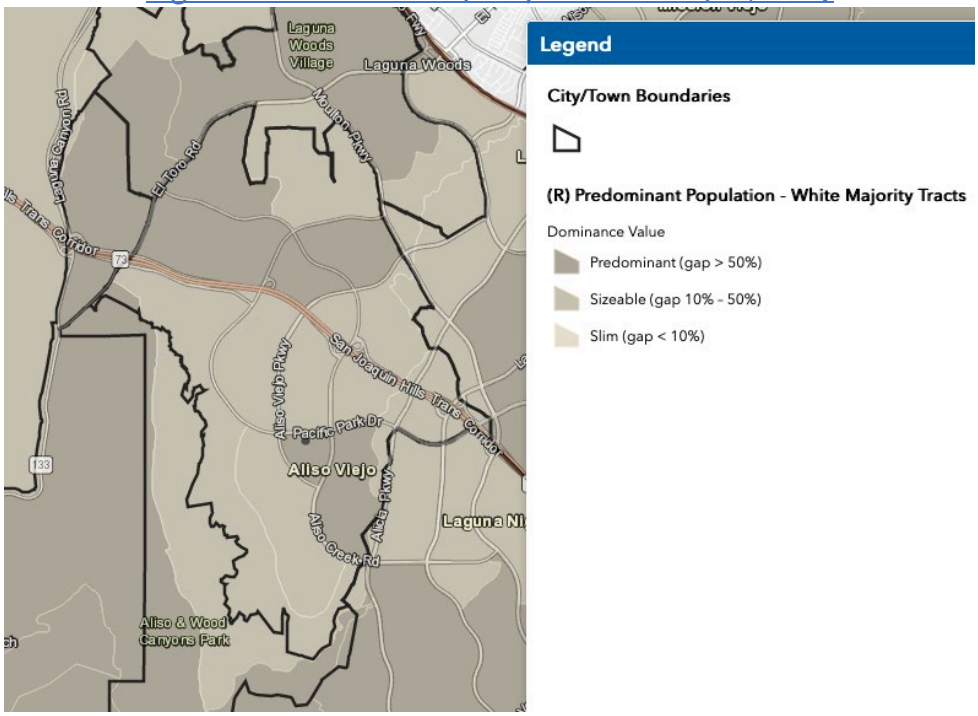



Figure CP-6: White Majority in Aliso Viejo (2018)



In conclusion, Aliso Viejo has communities with high proportions of populations that identify with the race White. At the same time, these communities are diverse, with the community on the northern portion of Aliso Viejo having the largest proportion of non-White population. (This is the portion that was mistakenly reported as having 81% of non-White population, when the value is at 68.9%. However, when looking closely at this community, the data shows that it has a large population of the race "Other" or a mixed-race. The data, maps, dissimilarity, and isolation index show that there is no known segregated community or high clusters of racial/ethnic communities in Aliso Viejo.

## Persons with Disabilities

From the information gathered from the AFFH Data Viewer, Figures CP-7 and Figure CP-8 show the percentage of persons with disabilities in the South Orange County region and in Aliso Viejo at the Census Tract level. In these figures we find that the percentage of the Census Tract population with a disability is less then 10 percent throughout the South Orange County Region.

However, there are two tracts with slightly higher percentages. These are Census Tracts 626.41 and 626.36. In Census Tract 626.41, which is located north of Aliso Viejo and is the Census Tract that overlaps with Laguna Woods, a city with communities age-restricted to seniors. Since disabilities are most common among elderly populations, the high percentages of the population with disabilities in this Census Tract would reflect this. In addition, looking closely at the estimated numbers of percent of elderly (65+) population with a disability, this Census Tract shows that 41.9% of the elderly population in this tract (557 elderly) have a disability. The elderly population in this tract, represents 24.8% of the tract's estimated total population of 5,376. The other Census Tract 626.36, which is located on the middle east of Aliso Viejo, has a population of 4,067 and 6.3% of the population is elderly (or there are 256 elderly individuals living in this census tract). When looking the percentage of veterans in all census tracts in Aliso Viejo, Census Tract 626.36 has the highest percentage of veterans at 4.5% or 138 veterans. Disabilities are also common among veteran populations. ~~The incidence of disabilities in Aliso Viejo is similar to the surrounding areas with the exception of Laguna Woods, which is atypical because of the very high percentage of seniors in Leisure World.~~

Figure CP-5: Percent of Population with Disabilities, South Orange County Region

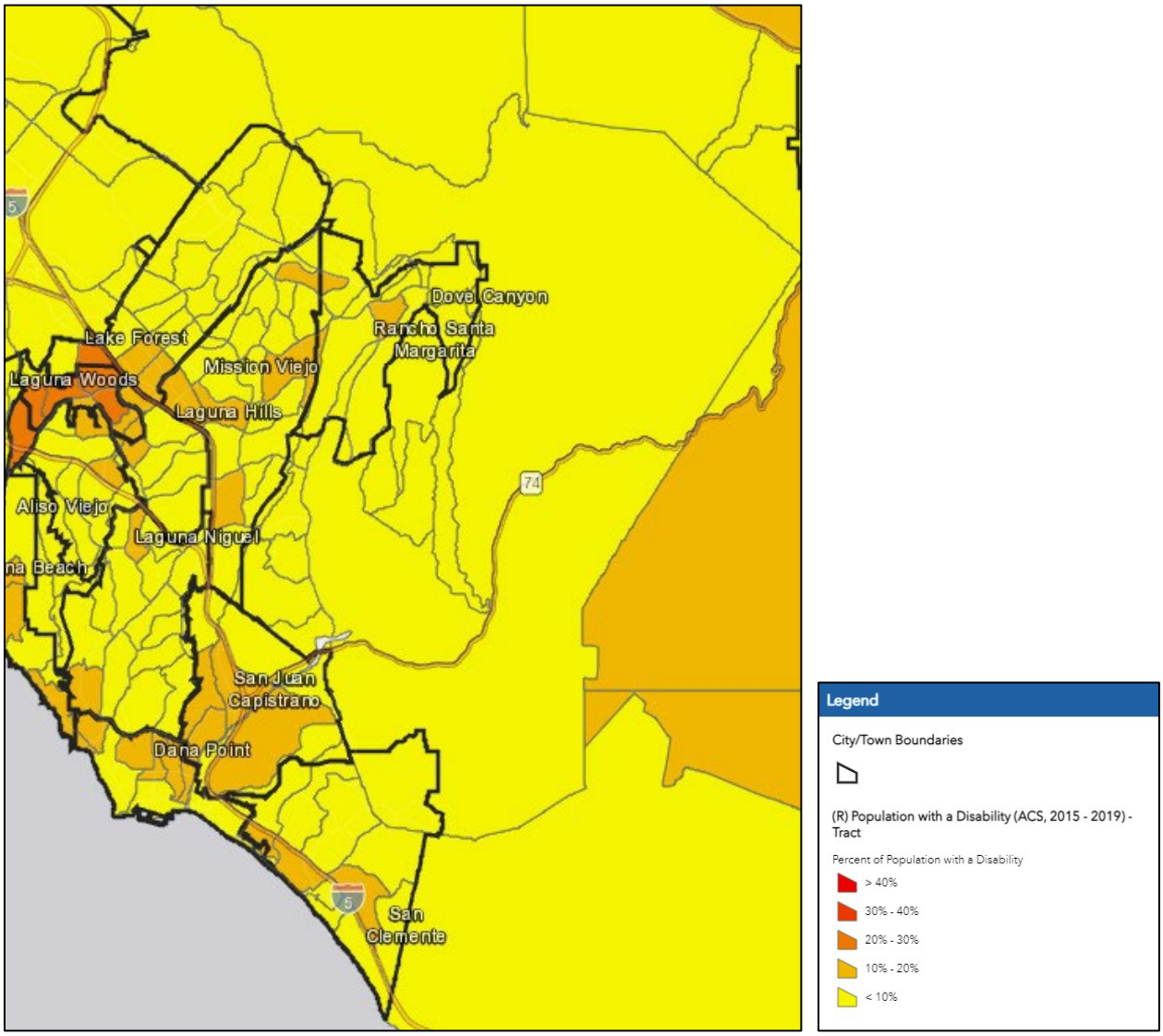


Figure CP-8: Percent of Population with Disabilities, Aliso Viejo

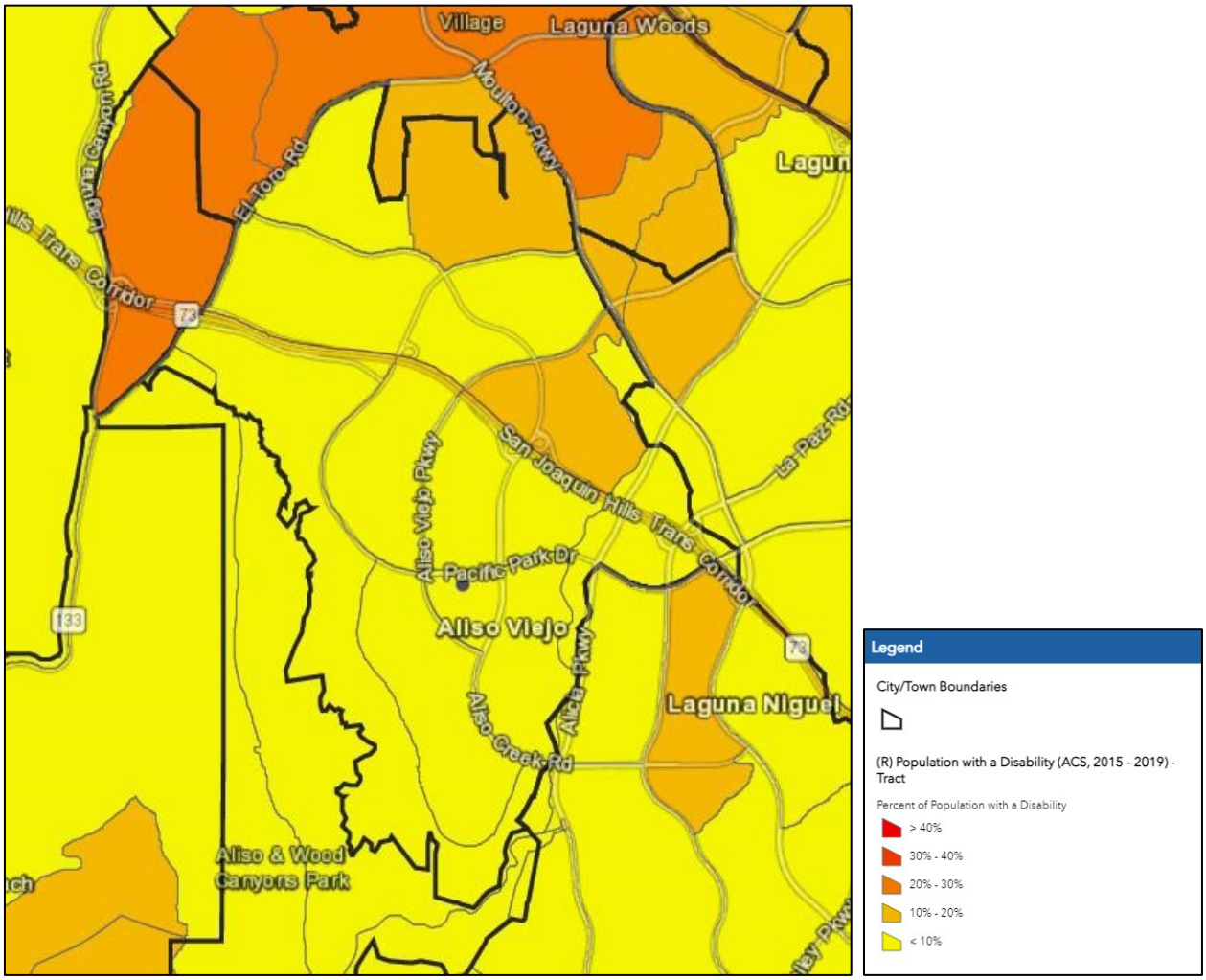
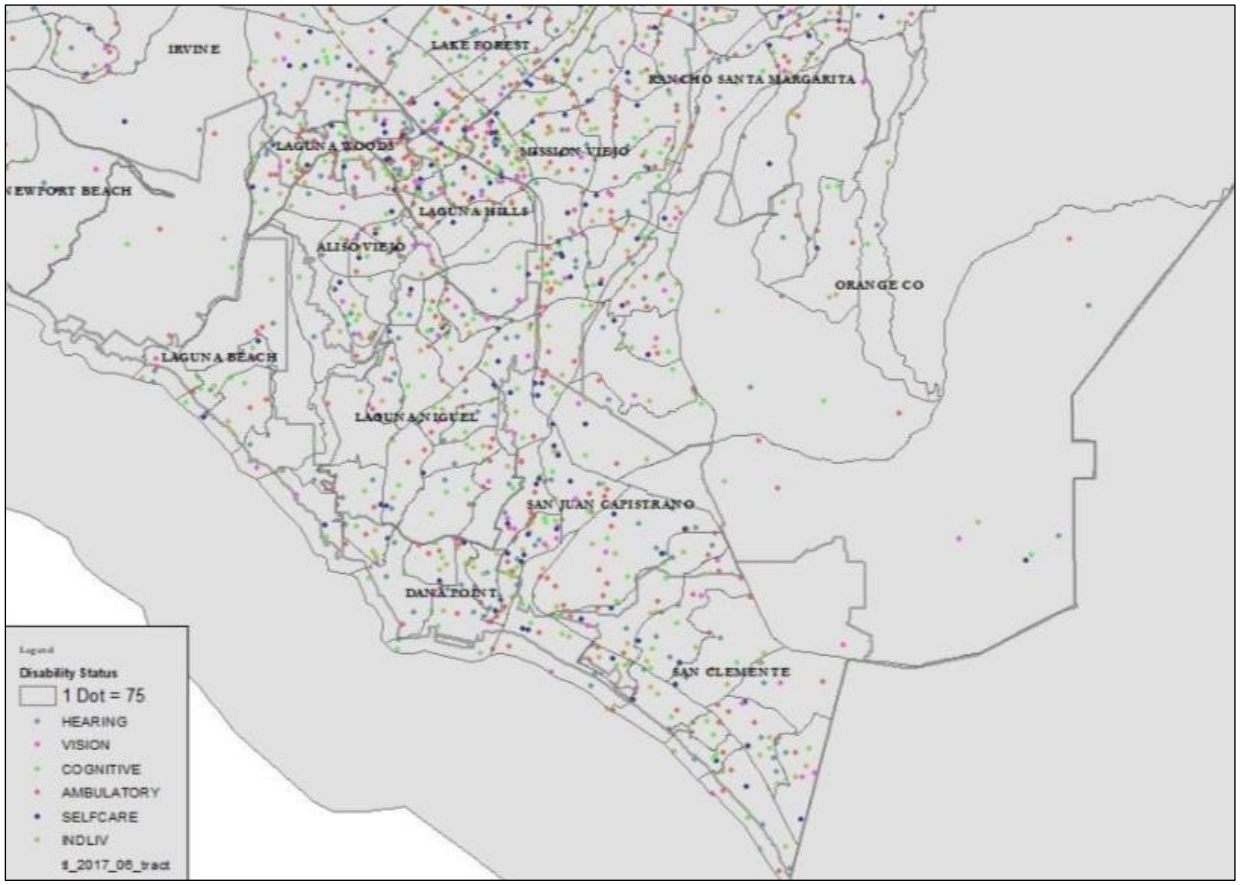


Figure CP-9: Disability Status in South Orange County



The types of disabilities at the city and regional levels differ. Regionally, there are more individuals with a disability outside of Aliso Viejo (as seen in Table CP-9 and Figure CP-9 in the previous page). According to the 2020 AI, "In Aliso Viejo…concentrations of persons with various types of disabilities are generally lower than they are countywide." The most common types of disabilities in the City (Table CP-9) are Ambulatory Difficulty (2.27%) and Cognitive Difficulty (2.25%). The AI found that throughout the county the supply of affordable, accessible units is insufficient to meet the need.

Table CP-9: Disability by Type, Orange County/Region/Aliso Viejo

| Disability Type | Orange County | | Region | | Aliso Viejo | |
|---|---|---|---|---|---|---|
| | # | % | # | % | # | % |
| Hearing Difficulty | 81,297 | 2.59% | 333,537 | 2.53% | 914 | 1.80% |
| Vision Difficulty | 51,196 | 1.63% | 247,670 | 1.88% | 503 | 0.99% |
| Cognitive Difficulty | 99,317 | 3.16% | 480,601 | 3.65% | 1,140 | 2.25% |
| Ambulatory Difficulty | 133,232 | 4.24% | 677,592 | 5.14% | 1,148 | 2.27% |
| Self-Care Difficulty | 61,615 | 1.96% | 327,895 | 2.49% | 669 | 1.32% |
| Independent Living Difficulty | 104,705 | 3.34% | 526,534 | 4.00% | 912 | 1.80% |

In conclusion, though there are communities in Aliso Viejo with persons with a disabilities. However, the data presented in this section shows that there are no known concentrations of communities with disabilities. Two census tracts show a higher proportion of populations with a disability. One of these census tracts include the community in the northern part of the City neighboring Laguna Woods. These census tract correlate with having a higher proportion of elderly population or veterans; however, less than 20% of the population in these communities are estimated to have a disability. Therefore, Aliso Viejo does not have a high concentration, cluster, or segregation patterns based on disability.

## Familial Status

Familial status refers to the presence of children under the age of 18, whether the child is biologically related to the head of household, and the martial status of the head of households. Families with children may face housing discrimination by landlords who fear that children will cause property damage. Some landlords may have cultural biases against children of the opposite sex sharing a bedroom. Differential treatments such as limiting the number of children in a complex or confining children to a specific location are also fair housing concerns. Single-parent households are also protected by fair housing law.

At the regional level, Table CP-10 below shows that Aliso Viejo has slightly more households with children compared to the neighboring cities. However, the figures at the

percentage level, are similar to Orange County's. In other words, 34.5% of Orange County's total households have children, compared to 37.9% at Aliso Viejo. Another example: 8.8% Orange County's total household consist of single-parent households with children compared to 7.2% at Aliso Viejo. The least amount of households with children is in Laguna Woods, a city with age-restricted communities to the elderly.

### Table C-P 10: Households with Children in Orange County, Aliso Viejo, and Neighboring Cities

| | Aliso Viejo | | Laguna Beach | | Laguna Hills | | Laguna Niguel | | Laguna Woods | | Orange County | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Total Households** | 18,515 | % | 10,235 | % | 11,037 | % | 25,290 | % | 11,003 | % | 1,037,492 | % |
| **Households with Children** | 7,008 | 37.9 | 2,169 | 21.2 | 3,268 | 29.6 | 7,119 | 28.2 | 33 | 0.3 | 358,276 | 34.5 |
| **Total Family Households** | 6,983 | 37.7 | 2,165 | 21.2 | 3,236 | 29.3 | 7,100 | 28.1 | 33 | 0.3 | 355,941 | 34.3 |
| **Married-Couple Family** | 5,650 | 30.5 | 1,568 | 15.3 | 2,536 | 23.0 | 5,722 | 22.6 | 0 | 0.0 | 264,511 | 25.5 |
| **Other Family (Single Parent):** | 1,333 | 7.2 | 597 | 5.8 | 700 | 6.3 | 1,378 | 5.5 | 33 | 0.3 | 91,430 | 8.8 |
| Male Householder, No Wife Present | 397 | 2.1 | 200 | 2.0 | 120 | 1.1 | 481 | 1.9 | 0 | 0.0 | 27,566 | 2.7 |
| Female Householder, No Husband Present | 936 | 5.1 | 397 | 3.9 | 580 | 5.3 | 897 | 3.6 | 33 | 0.3 | 63,864 | 6.2 |

According to the HCD AB686/AFFH data tool maps, ~~(~~Figure CP-10~~)~~, shows that there is no high concentration of households with adults living alone in the City. Conversely, in the remainder of the City's Census tracts, the percentage of adults living with their spouse is 60 percent and above (Figure CP-11). In addition, 69.7 percent of Aliso Viejo households are families with children. The City's share of families with children is higher than the County average of 44.98 percent. According to the HCD's AFFH Data Viewer in Figure CP-12 the percentage of children in married households is high in most portions of the City. There is one Census tract that is in the 40 to 60 percent range.

Female-headed households with children require special consideration and assistance because of their greater need for affordable housing and accessible day care, health care, and other supportive services. In Aliso Viejo, female headed households are concentrated in a Census tract in the southeastern area of the City (Figure CP-13). This tract has 20 to 40 percent of children living in female-headed households, compared to less than 20 percent in the remainder of the City.

In conclusion, Aliso Viejo's households generally have a family composition of children living with married households.

Figure CP-10: Percentage of Adults Living Alone, Aliso Viejo, (ACS, 2015-2019)

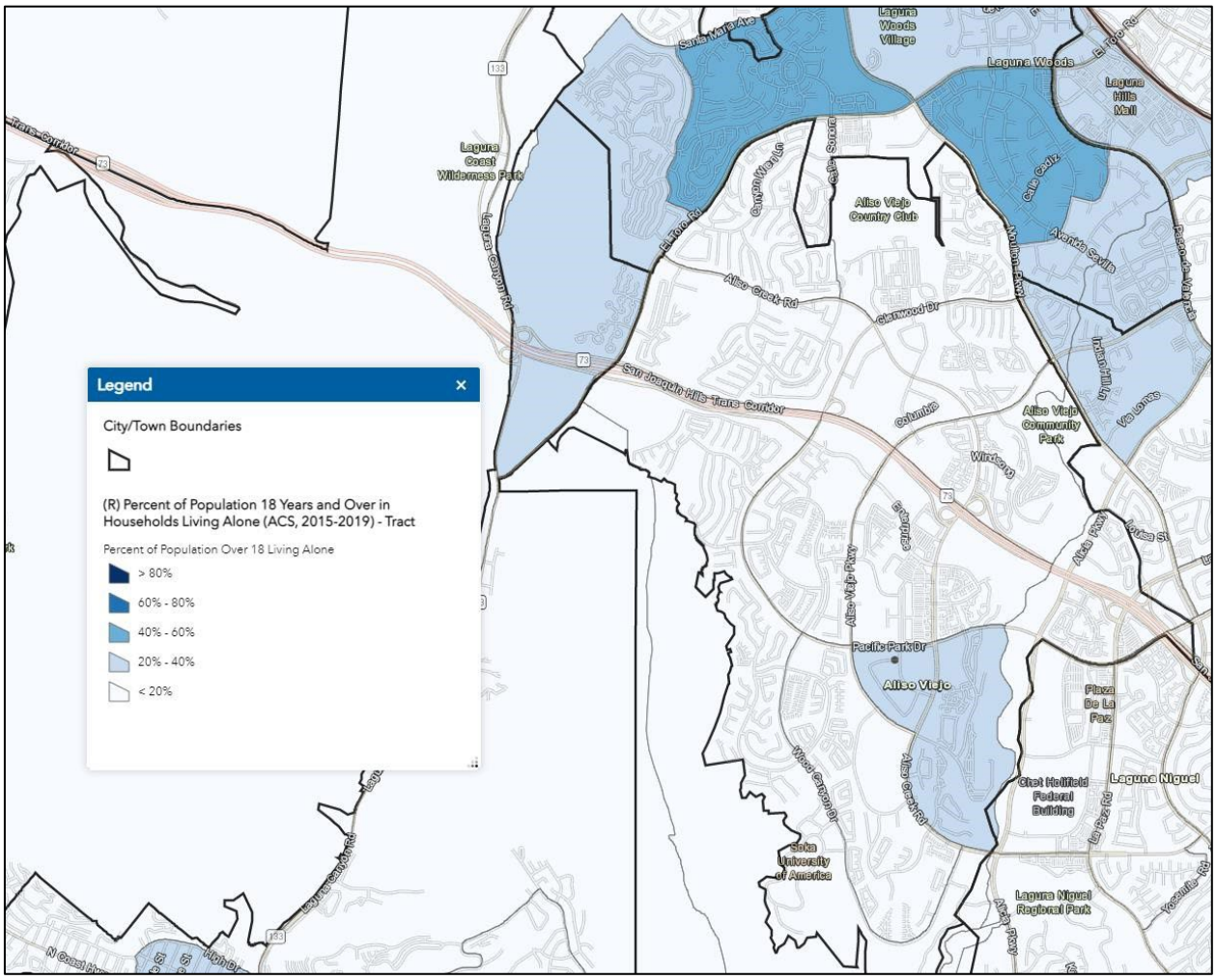


Figure CP

Figure CP-11: Percentage of Adults Living with their Spouse, Aliso Viejo

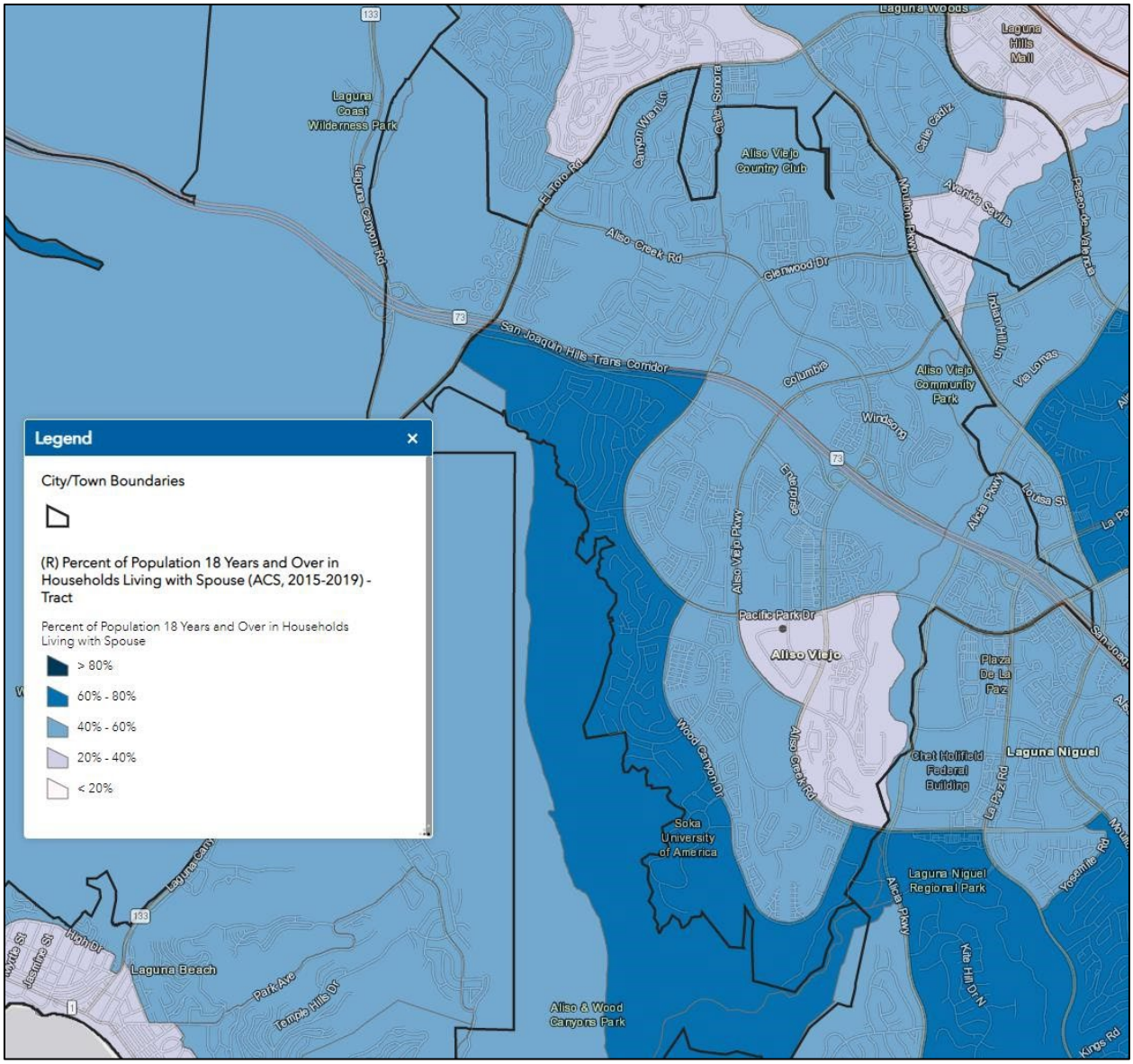


Figure CP-12: Percentage of Children in Married Couple Households, Aliso Viejo

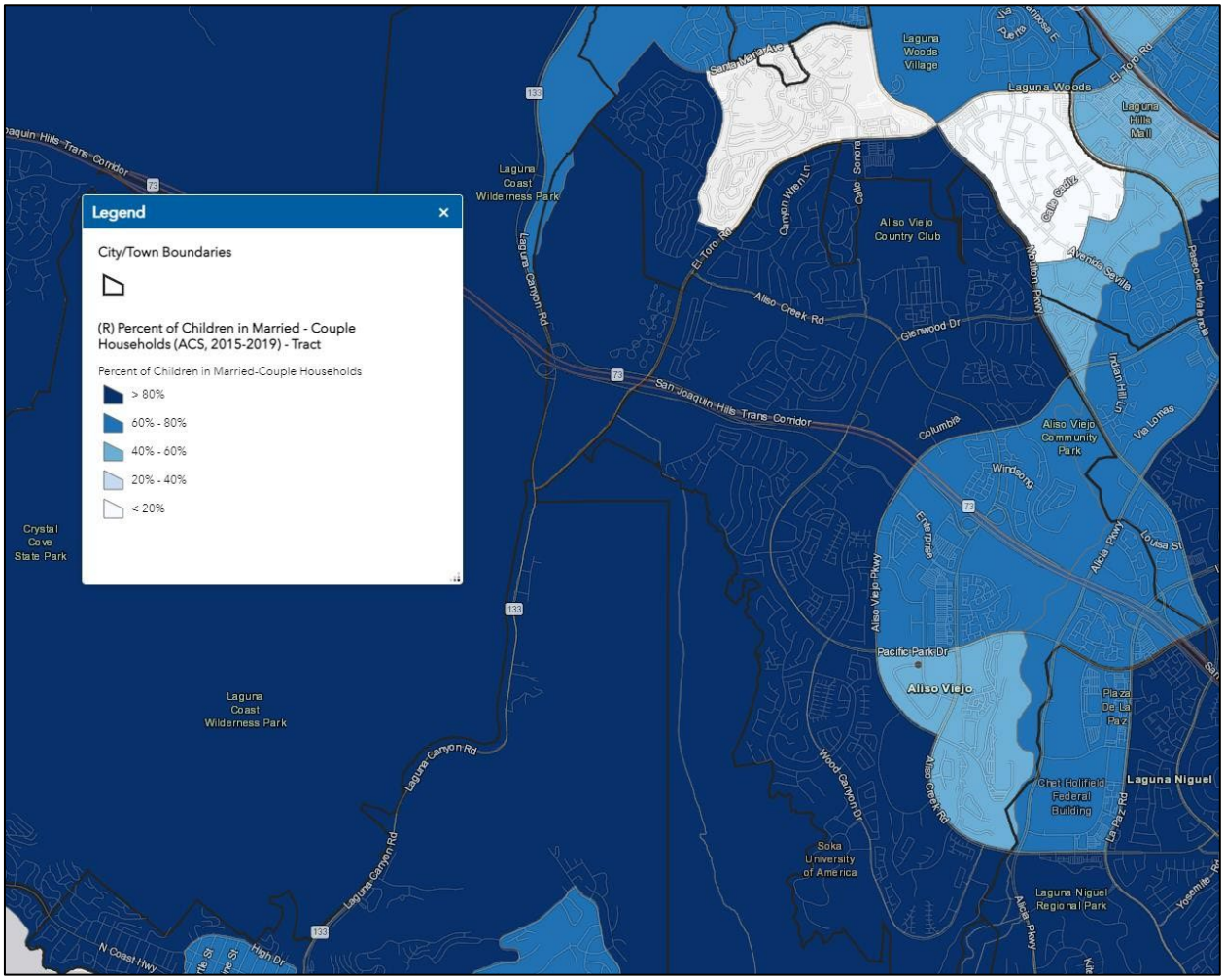
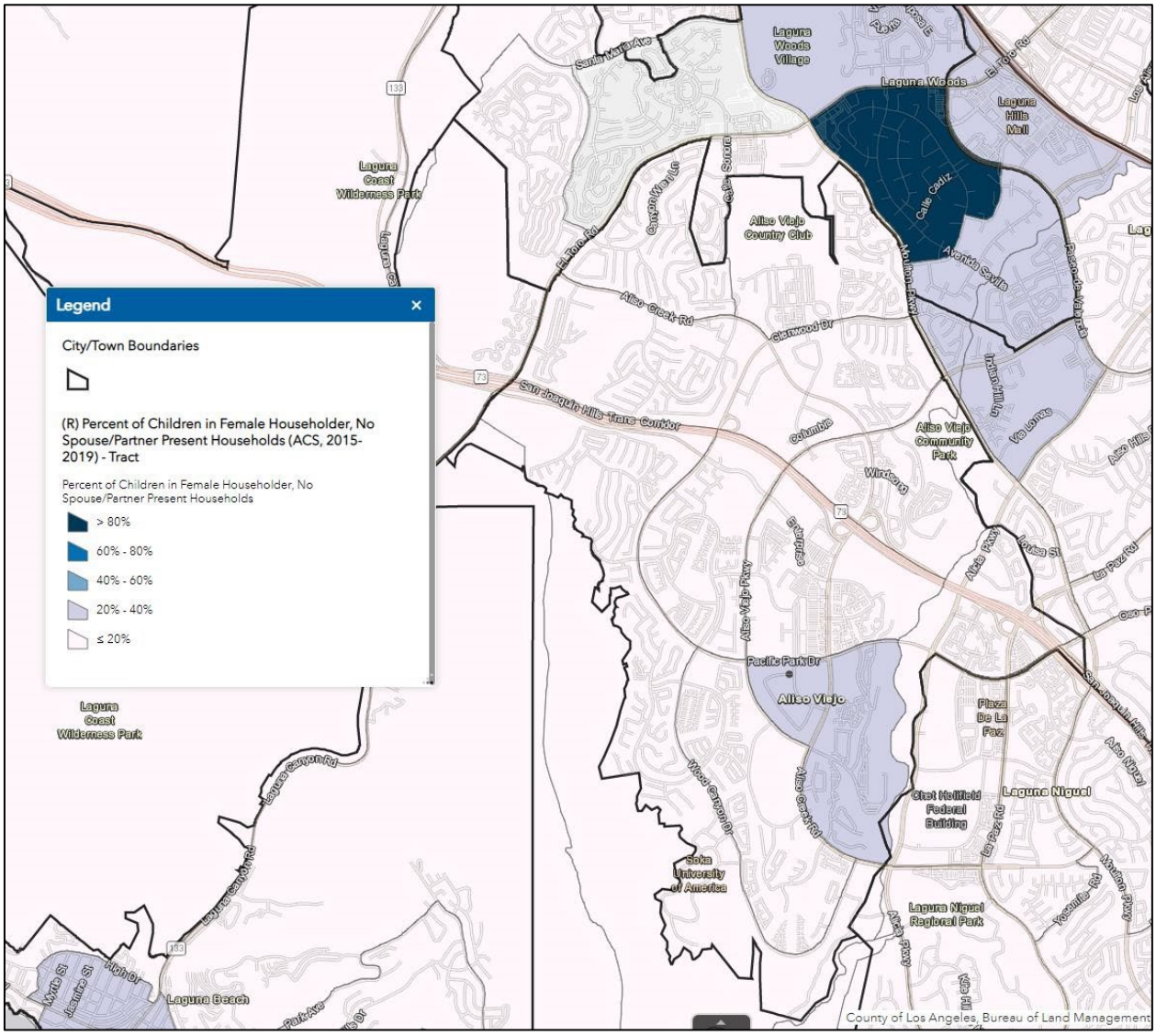


Figure CP

Figure CP-13: Percentage of Children in Single Female-Headed Households, Aliso Viejo



## Income Level

Identifying low- or moderate-income (LMI) geographies and individuals can be important in overcoming patterns of segregation. Figure CP-14 shows the LMI areas in South Orange County by Census block group. HUD defines an LMI area as a Census tract or block group where over 51 percent of the population is LMI (based on HUD income definition of up to 80 percent of the AMI). LMI areas are scattered all across the South County region. Similarly, LMI areas are scattered through Aliso Viejo with the greatest concentration in the northern and eastern portions of the City (Figure CP-15). Figure CP-16 shows a map from AFFH Data Viewer at the block group level. Here, we see that in the areas where there is a higher concentration of LMI, they are also areas where the median income is greater than $87,100, HCD's 2020 State median income. There are no areas in Aliso Viejo where the median income is lower than the HCD's State median income.

Table CP-11 below shows data from HUD's 2014-2018 CHAS data shows that 25.7% of Aliso Viejo households earn 80% or less than the median household income and are considered lower income, compared to 42.5% countywide. According to the 2014-2018 ACS, the median household income in Aliso Viejo is $108,558, significantly higher than Orange County, which has a median income of $85,398. However, Laguna Beach's median income is higher than Aliso Viejo's at $121,474. Laguna Niguel's median income is $103,910, Laguna Hills is $98,168, and Laguna Woods is $41,928, which is the lowest. Laguna Woods has a lower median income likely due to the higher proportion of elderly residents living in the city and retired.

**Table CP-11: Distribution of Households by Income Level**

| | Aliso Viejo | | Orange County | |
|---|---|---|---|---|
| Income Category | Households | Percent | Households | Percent |
| <30% AMI | 1,485 | 7.9% | 143,995 | 13.9% |
| 30-50% AMI | 1,150 | 6.2% | 121,145 | 11.7% |
| 50-80% AMI | 2,170 | 11.6% | 175,030 | 16.9% |
| 80-100% AMI | 2,250 | 12.0% | 103,025 | 9.9% |
| >100% AMI | 11,610 | 62.2% | 489,180 | 47.4% |
| Total Households | 18,665 | 100.0% | 1,032,375 | 100.0% |

In conclusion, when looking at the proportions of communities within Aliso Viejo that fall under low to moderate income levels, the City generally has communities showing population proportions less than 50%. Several communities, mainly in the Central and East areas of Aliso Viejo, show higher proportions. These regions correlate with lower median income average compared to the rest of the City, as shown in Figure CP-16.

Figure CP-14: Low and Moderate Income (LMI) Areas, South Orange County

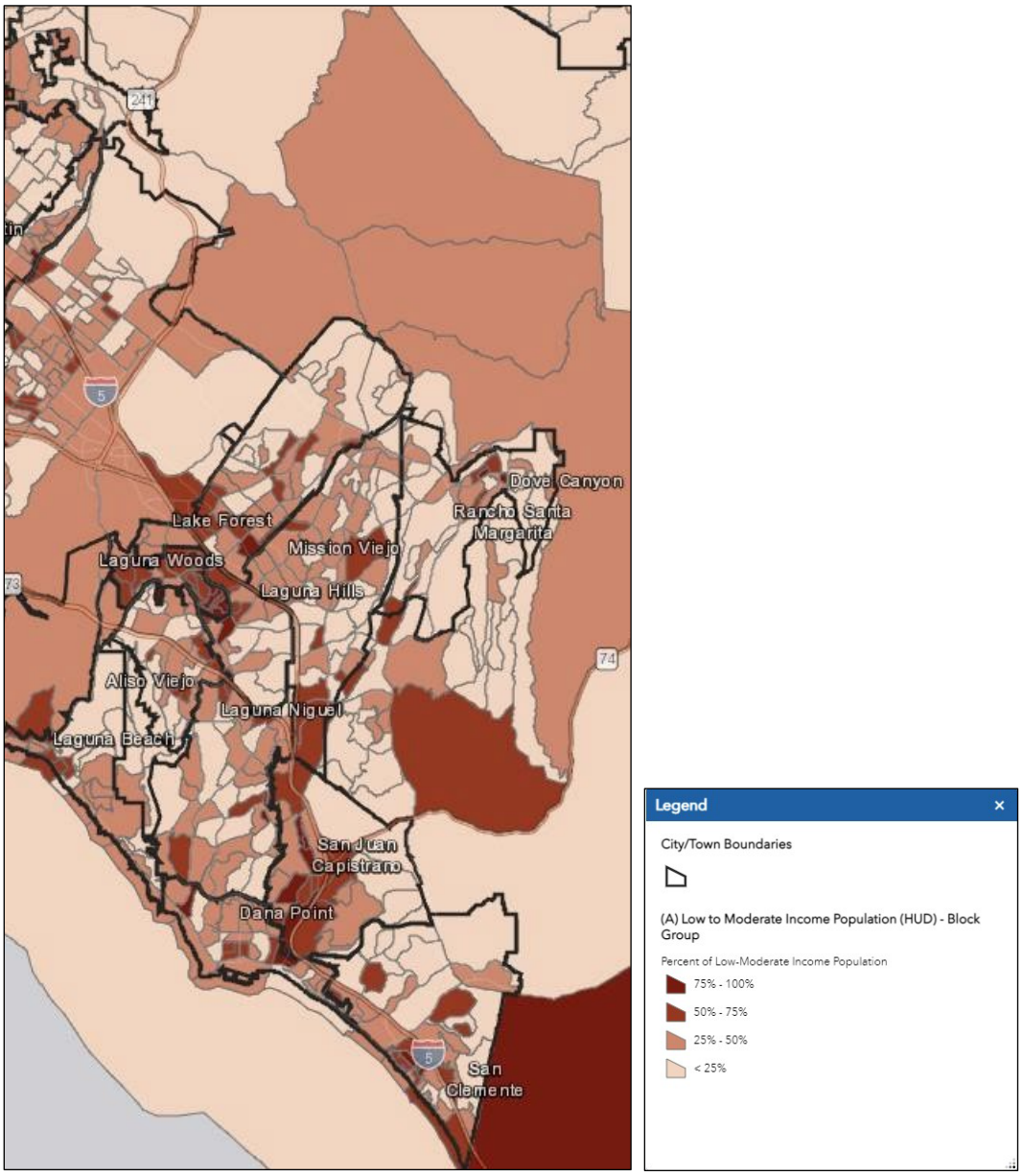


Figure CP-15: Low and Moderate Income (LMI) Areas, Aliso Viejo

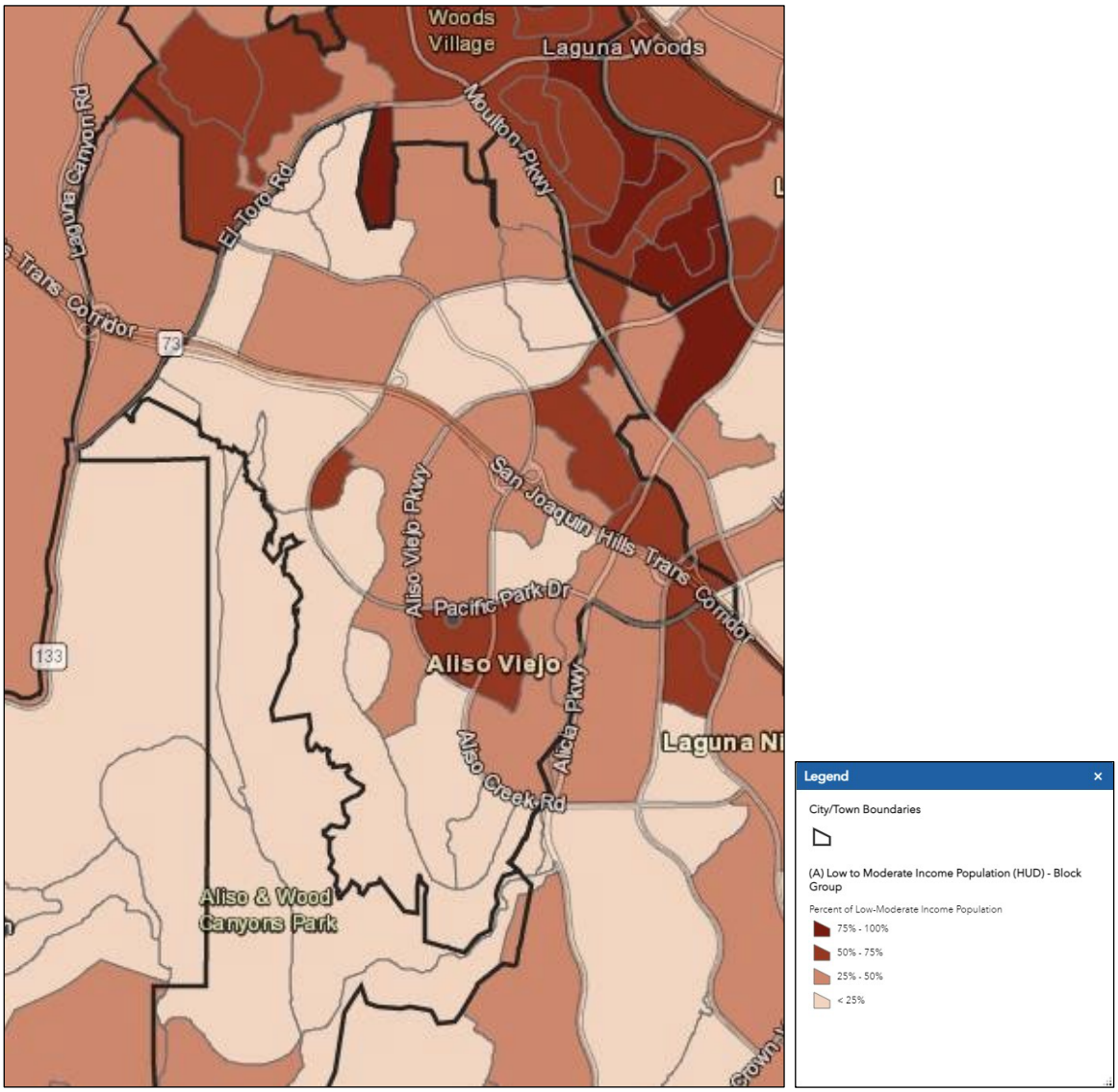
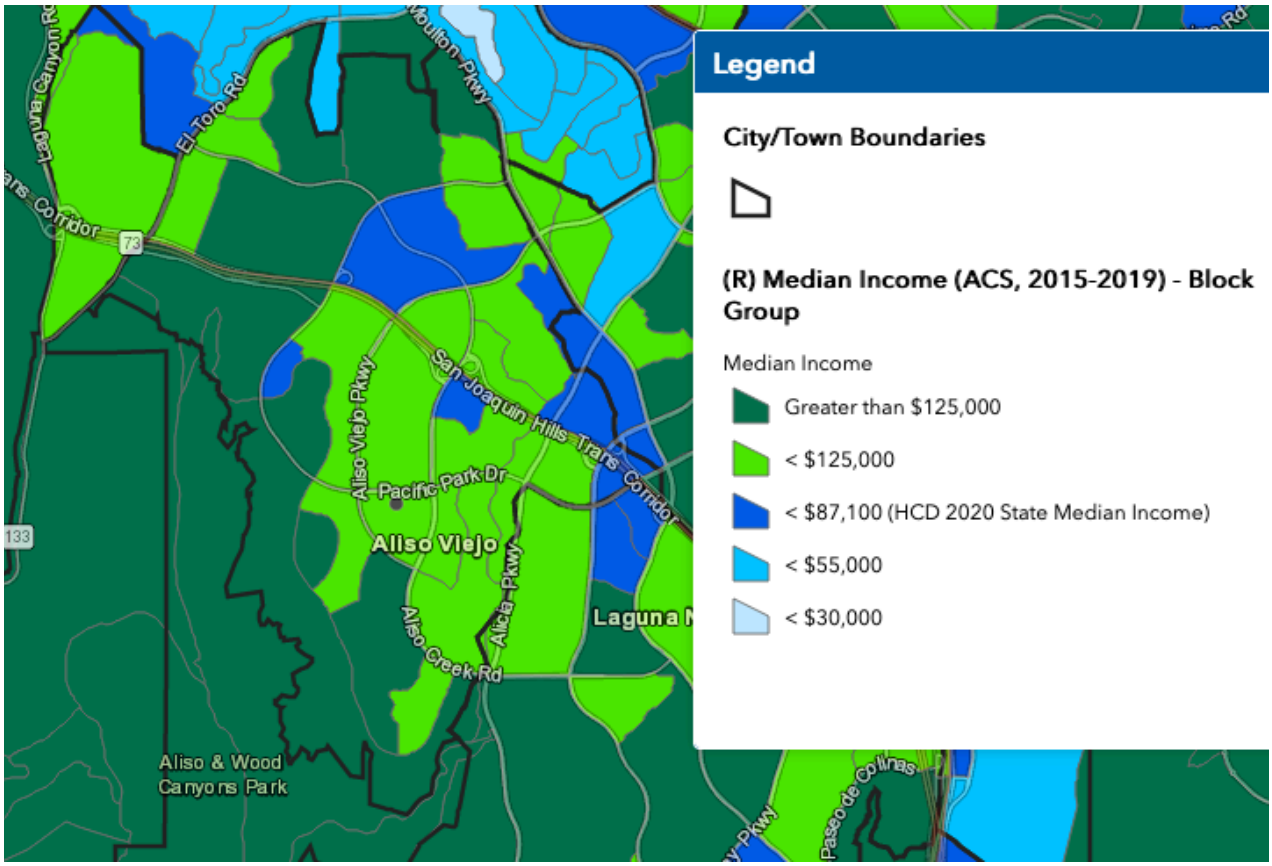


Figure CP-16: Median Income in Aliso Viejo by Census Block Group (ACS, 2015-2019)




# RACIALLY AND ETHNICALLY CONCENTRATED AREAS

## Racially/Ethnically Concentrated Areas of Poverty

Concentrations of poverty and affluence can be a fair housing concern if they are associated with single race or ethnic groups. In an effort to identify racially/ethnically concentrated areas of poverty (R/ECAPs), HUD has identified Census tracts with a majority non-White population (greater than 50 percent) and a poverty rate that exceeds 40 percent, or is three times the average Census tract poverty rate for the metro/micro area, whichever threshold is lower. In Orange County, as seen in Figure CP-17 on the next page, R/ECAPs are scattered in small sections in four areas, consisting of six Census tracts. There are no R/ECAPs in Aliso Viejo.

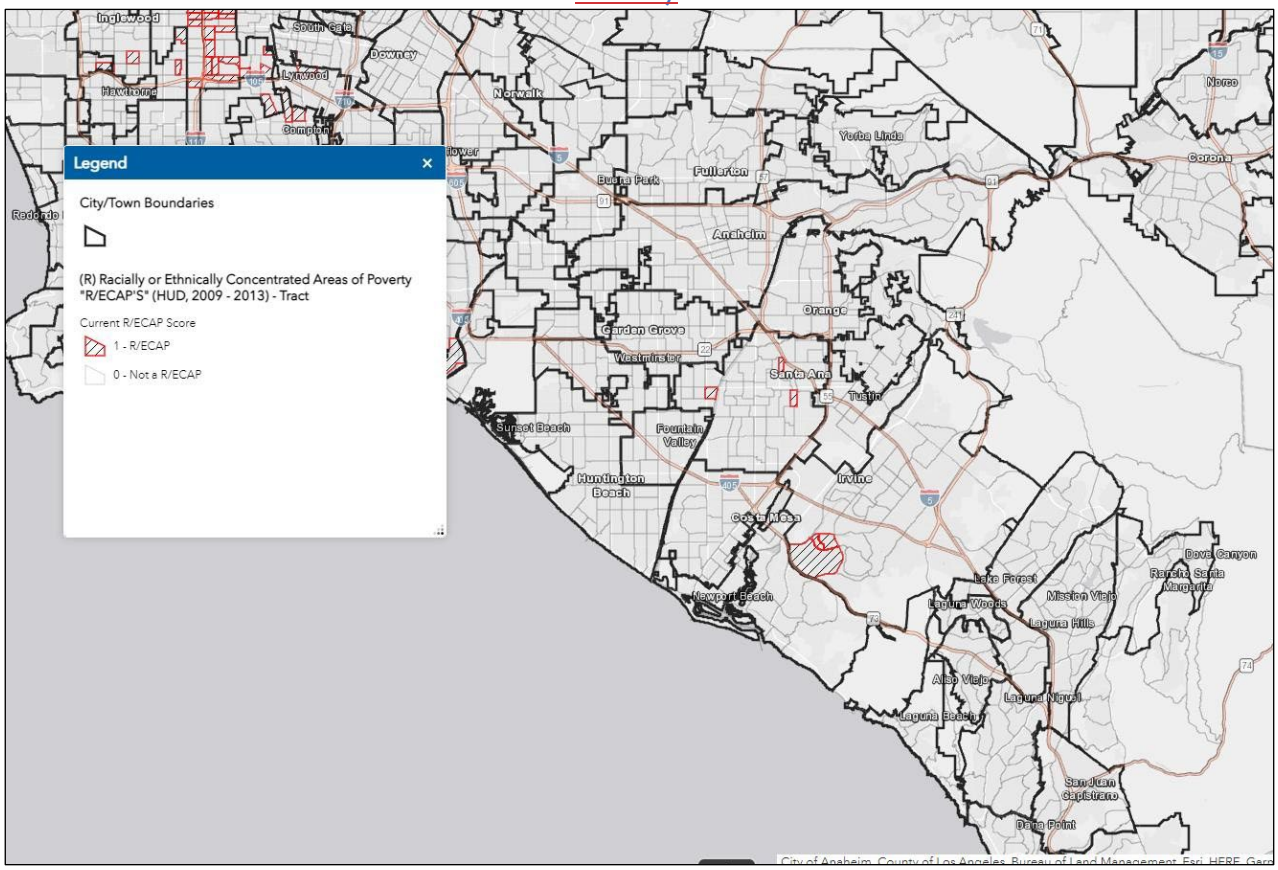
Table CP-12 below shows that approximately 4.9% of Aliso Viejo's population is under the poverty level, which is significantly less than the county's at 10.1%. As seen in the table

below, Asians, some other race, and American Indian/Alaska Native are three groups showing the highest poverty rate.

Table CP-12 : Poverty Status by Race/Ethnicity

| Race/Ethnicity | Aliso Viejo | | Orange County | |
|---|---|---|---|---|
| | *Population* | *Percentage* | *Population* | *Percentage* |
| Black/African American alone | 0 | 0.0% | 6,769 | 12.9% |
| American Indian/Alaska Native alone | 28 | 14.6% | 1,580 | 10.3% |
| Asian alone | 513 | 6.7% | 72,742 | 11.0% |
| Native Hawaiian/Other Pacific Islander alone | 0 | 0.0% | 916 | 9.9% |
| Some other race alone | 219 | 7.4% | 60,626 | 16.1% |
| Two or more races | 225 | 6.2% | 17,569 | 8.2% |
| Hispanic/Latino origin (of any race) | 590 | 6.3% | 142,748 | 13.5% |
| White alone, not Hispanic or Latino | 1,308 | 4.5% | 86,327 | 6.9% |
| **Total population of jurisdiction and % of population below poverty level** | **51,321** | **4.9%** | **3,133,095** | **10.1%** |

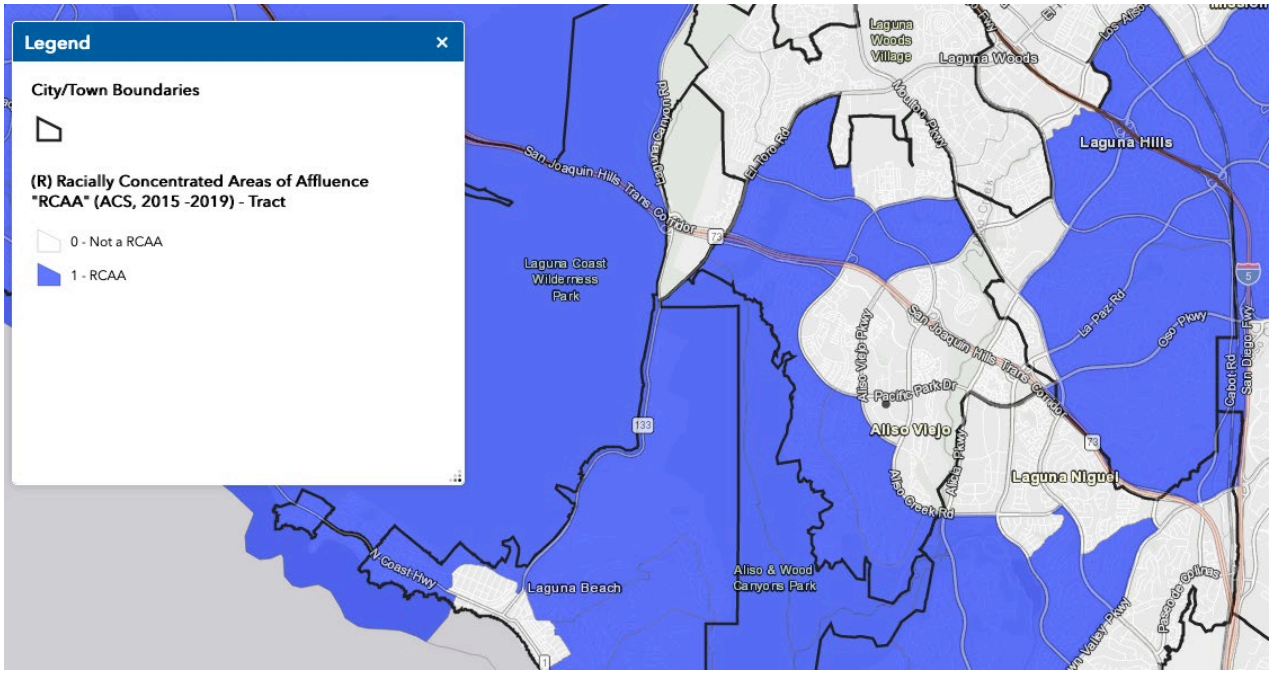
Figure CP-17: Racially/Ethnically Concentrated Areas of Poverty (R/ECAPs), Orange County



## Racially Concentrated Areas of Affluence

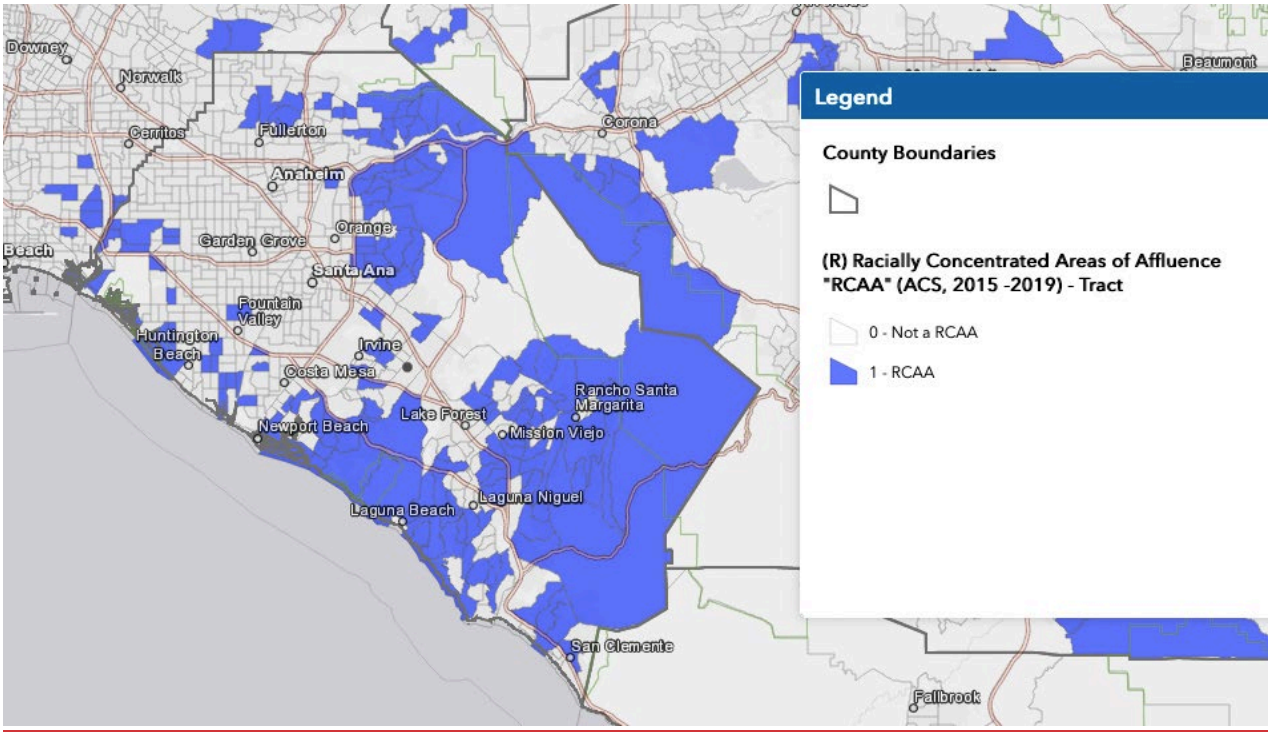
While racially concentrated areas of poverty and segregation have long been the focus of fair housing policies, racially concentrated areas of affluence (RCAAs) must also be analyzed to ensure housing is integrated, a key to fair housing choice. According to a policy paper published by HUD, ~~RCAA is defined as affluent, White communities.~~ a racially concentrated area of affluence (RCAA) is defined as a census tract in which 80% or more of the population is White and has a median income greater than $125,000 annually. Figure CP-18 below shows that there are several tracts that are racially concentrated areas of affluence in the city of Aliso Viejo. These tracts are concentrated on the west side of Aliso Viejo. In addition, areas in Laguna Hills and Laguna Beach also show racially concentrated areas of affluence.

Figure CP- 18: Racially Concentrated Areas of Affluence (RCAA), Aliso Viejo (ACS, 2015-2019)




Regionally, Figure CP-19 on the next page shows that the southern County and coastal cities have the highest concentration of area with median incomes higher than $125,000 and White predominant populations. Many areas in the southern County are RCAAs.

Figure CP- 19: Racially Concentrated Areas of Affluence (RCAA), Orange County (ACS 2015-2019)




RCAAs have not been studied extensively nor has a standard definition been published by HCD or HUD. For purposes of this fair housing assessment, the percentage White population and median household income are used as proxies to identify potential areas of affluence. Figure CP-6 on page CP-31 shows that the City has multiple Census tracts with a high concentration of Whites and Figure CP-16 on page CP-145 high median income (greater than $100,000). Surrounding cities have similar characteristics. This shows that there is some correlation between high proportions of White populations in communities with high median income.

As Table CP-13 shows, White households also tend to have higher median incomes than all the population. In Aliso Viejo, White households earn about $1,000 more than all households and make up 67% of the population.

Table CP-13: White Household Income and Percent Population

| | Aliso Viejo | Orange County |
|---|---|---|
| Median Household Income | | |
| All Households | $112,689 | $90,234 |
| White Alone | $113,853 | $101,958 |
| White Population | 67% | 52.0% |

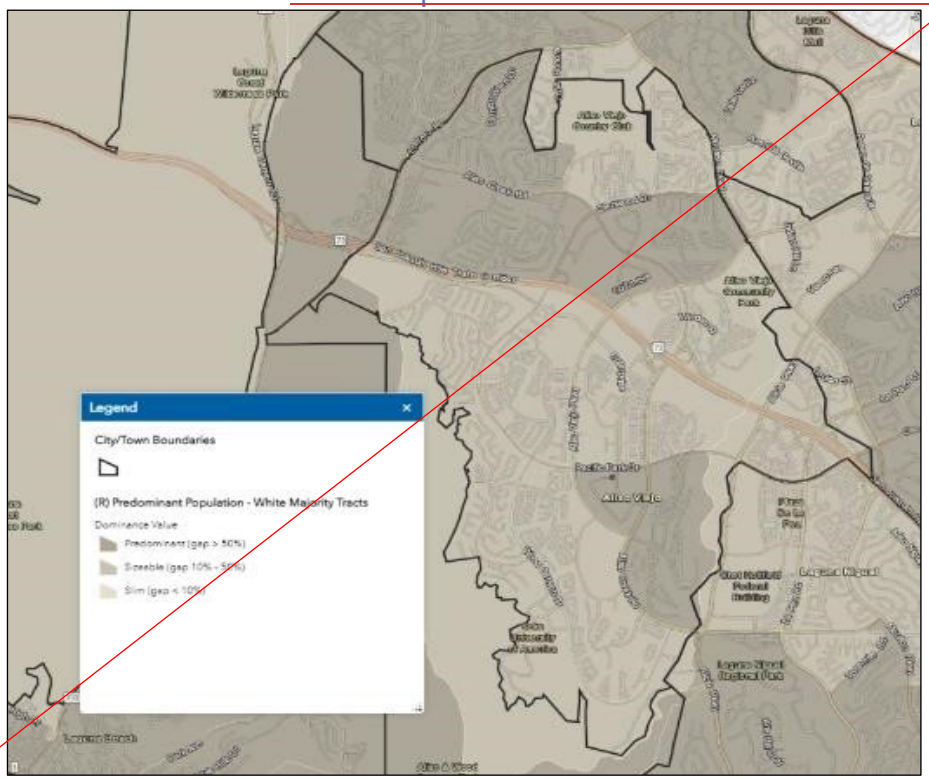
Source: 2019 American Community Survey, 5-year estimates.

To conclude, even though approximately 4.9% of Aliso Viejo's population is under the poverty level, there are no R/ECAPs in Aliso Viejo. In addition, there are several tracts in the City that are racially concentrated areas of affluence. These correlate with data that these tracts are White-majority and that they earn above the median income average of that of Orange County's.

Aliso Viejo is a young city. Aliso Viejo was historically known as a working ranch with tens of thousands of acres until the late 1970s when a planned-community was adopted that made Aliso Viejo that is today. Homes were then constructed and sales for new residences began around 1982 and a lot of residential structures are still relatively young (built within the last 30 years). In addition, the City is racially mixed and has no history of racial and restrictive covenants. The City was incorporated on July 1, 2001 and the City's policies and practices have not changed since then. Local information and historic information shows patterns of policies, practices, or drastic changes to the demography of Aliso Viejo.

~~Figure CP-13~~

~~White Population and Median Income Distribution~~



# ACCESS TO OPPORTUNITY

HUD developed an index for assessing fair housing by informing communities about disparities in access to opportunity. Index scores are based on the following opportunity indicators (values range from 0 to 100):

- *Low Poverty Index:* The higher the score, the less exposure to poverty in the neighborhood.
- *School Proficiency Index:* The higher the score, the higher the school system quality is in a neighborhood.
- *Labor Market Engagement Index:* The higher the score, the higher the labor force participation and human capital in a neighborhood.
- *Transit Trips Index:* The higher the trips transit index, the more likely residents in that neighborhood utilize public transit.
- *Low Transportation Cost Index:* The higher the index, the lower the cost of transportation and in that neighborhood.
- *Jobs Proximity Index:* The higher the index value, the better access to employment opportunities for residents in a neighborhood.
- *Environmental Health Index:* The higher the value, the better environmental quality of a neighborhood.

To assist in this analysis, the HCD and the California Tax Credit Allocation Committee (TCAC) convened in the California Fair Housing Task Force (Task Force) to "provide research, evidence-based policy recommendations, and other strategic recommendations to HCD and other related state agencies/departments to further the fair housing goals." The Task Force has created Opportunity Maps to identify resources levels across the state. These opportunity maps are made from composite scores of three different domains made up of a set of indicators. Based on these domain scores, tracts are categorized as Highest Resource, High Resource, Moderate Resource, Moderate Resource (Rapidly Changing), Low Resource, or areas of High Segregation and Poverty. Table CP-14 shows the full list of indicators:

Table CP-14: Domains and List of Indicators for Opportunity Maps

| Domain | Indicator |
|---|---|
| Economic | Poverty<br>Adult Education<br>Employment<br>Job Proximity<br>Median home value |
| Environmental | CalEnviroScreen 3.0 pollution Indicators and values |

| | |
|---|---|
| Education | Math proficiency<br>Reading proficiency<br>High School graduation rates<br>Student poverty rates |
| Poverty and Racial/Segregation | Poverty: tracts with at least 30% of population under federal poverty line<br>Racial Segregation: Tracts with location quotient higher than 1.25 for Blacks, Hispanics, Asians, or all people of color in comparison to the County |

Source: California Fair Housing Task Force, Methodology for the 2020 TCA/HCD Opportunity Maps.

## TCAC/HCD Opportunity Maps

The 2021 TCAC/HCD Opportunity Maps are made from composite index scores of three different domains (economic, environmental, and education) to categorize tracts as low, moderate, or high resource (Table above shows the full list of indicators). Categorization is based on percentile rankings for Census tracts within the Orange County Region. Higher composite scores mean higher resources. The 2021 TCAC/HCD opportunity maps identified 12 of the 14 Census tracts in Aliso Viejo as High Resource (Table CP-15). One tract was scored as low resource and one as moderate but rapidly changing. Encouragingly, according to the most up-to-date data from AFFH Data Viewer, 2022 TCAC/HCD opportunity maps show all of Aliso Viejo's tracks score at the "highest resource" category. Therefore, the City does not currently have any low resource areas.

The next two figures (Figure CP-21 and Figure CP-22) show Orange County's opportunity map and Aliso Viejo's opportunity map from AFFH Data Viewer which are for year 2022. In Orange County, moderate to high segregation and poverty opportunity scores tend to be centered around the cities of Anaheim, Orange, Santa Ana, Costa Mesa, and Laguna Woods. These areas correlate with various factors such as greater proportions of low-income households and greater diversity. Even though the census tracts that overlap Aliso Viejo are categorized as "highest resource," the tracts north of the City are categorized moderate and high resource. This makes sense, as described earlier, since the City north of Aliso Viejo has a greater proportion of lower income households.

Figure CP-21: TCAC/HCD Opportunity Map, Orange County (2022)

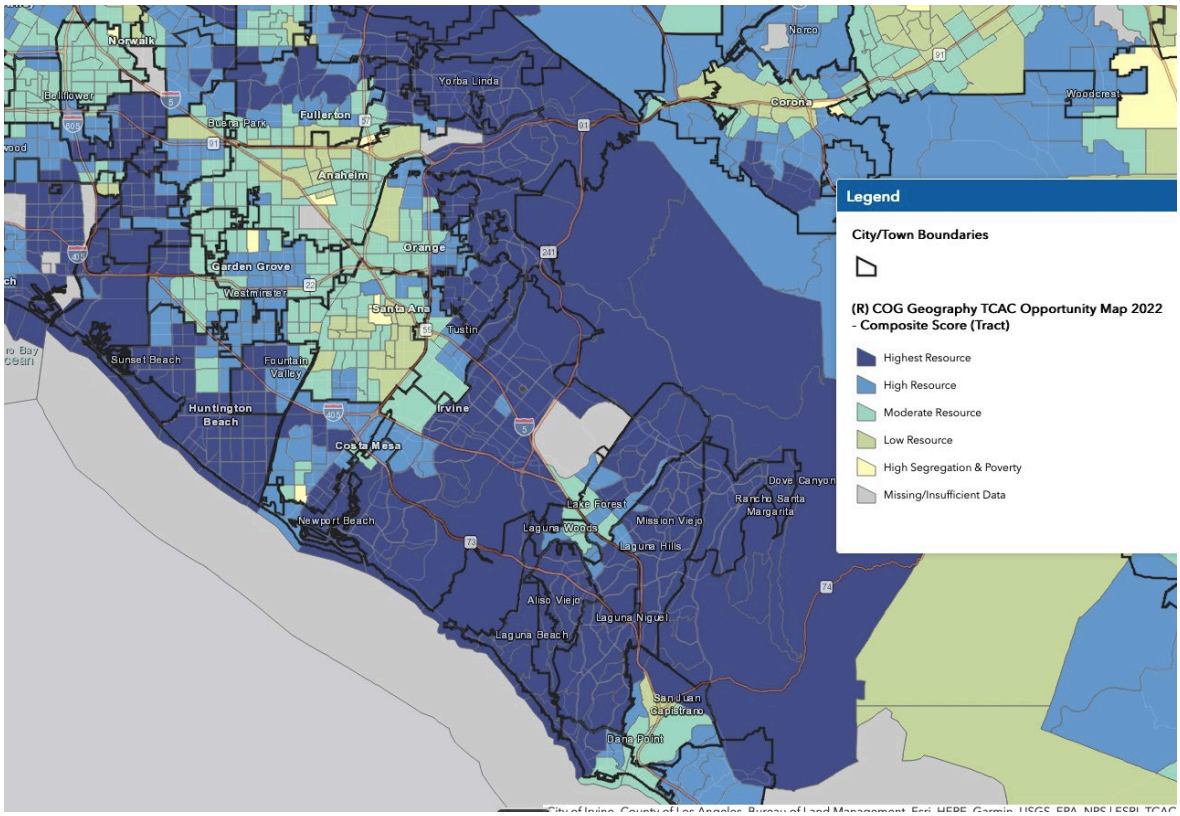



Figure CP-22: TCAC/HCD Opportunity Map, Aliso Viejo (2022)

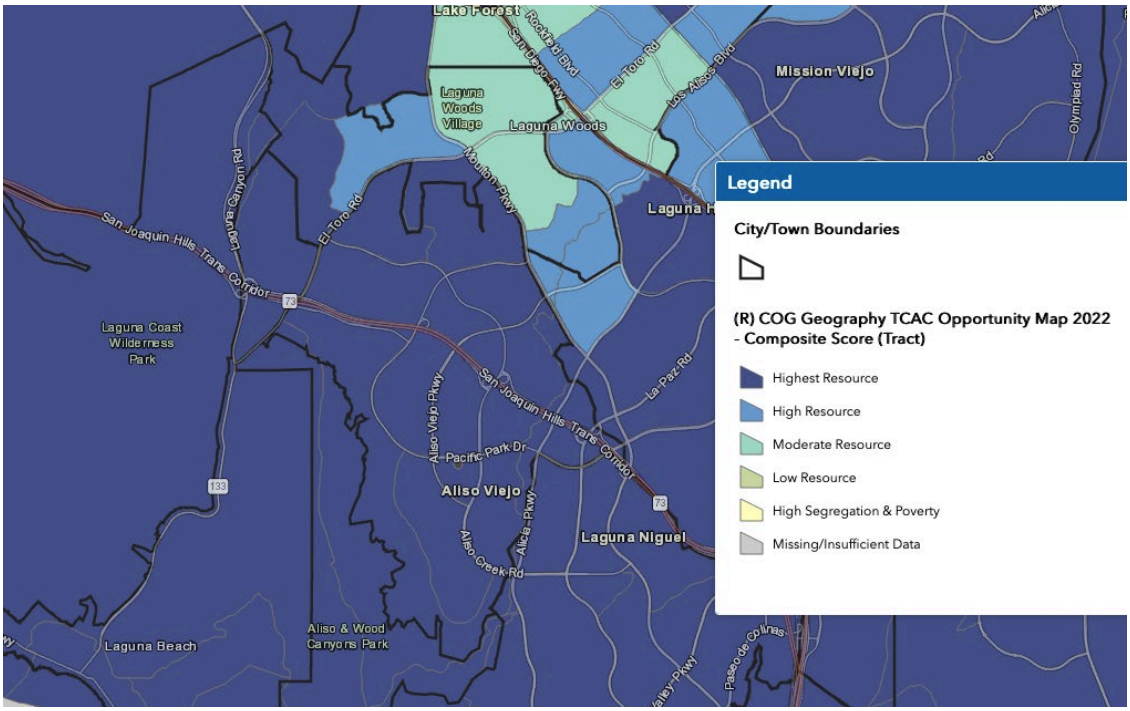


Table CP-15: Opportunity Map Scores and Categorization (2021)

| Census Tract | Economic Domain Score | Environmental Domain Score | Education Domain Score | Composite Index Score | Final Category |
|---|---|---|---|---|---|
| 06059042320 | 0.437 | 0.847 | 0.678 | 0.316 | High Resource |
| 06059042334 | 0.312 | 0.867 | 0.724 | 0.285 | High Resource |
| 06059062632 | 0.875 | 0.636 | 0.974 | 0.624 | Highest Resource |
| 06059062633 | 0.898 | 0.941 | 0.934 | 0.709 | Highest Resource |
| 06059062634 | 0.709 | 0.834 | 0.723 | 0.455 | Highest Resource |
| 06059062635 | 0.905 | 0.927 | 0.7 | 0.556 | Highest Resource |
| 06059062636 | 0.556 | 0.839 | 0.756 | 0.414 | High Resource |
| 06059062637 | 0.574 | 0.849 | 0.756 | 0.427 | Highest Resource |
| 06059062638 | 0.653 | 0.948 | 0.934 | 0.599 | Highest Resource |
| 06059062639 | 0.726 | 0.886 | 0.619 | 0.395 | High Resource |
| 06059062640 | 0.444 | 0.87 | 0.594 | 0.268 | High Resource |
| 06059062641 | 0.598 | 0.821 | 0.442 | 0.144 | Moderate Resource (Rapidly Changing) |
| 06059062648 | 0.002 | 0.925 | 0.388 | -0.439 | Low Resource |
| 06059062649 | 0.34 | 0.882 | 0.7 | 0.283 | High Resource |

Source: California Fair Housing Task Force, TCAC/HCD Opportunity Maps, 2020 Statewide Summary Table, December 2020

## Opportunity Indicators

The 2020 AI used opportunity indicators developed by HUD to help inform communities about disparities in access to opportunity. These opportunity indicators are economic, education, employment, transportation, and environmental. In addition, the Fair Housing Task Force also has compiled these. The following provides information for each opportunity section, starting with economic.

### *Economic*

The Fair Housing Task Force calculates economic scores based on poverty, adult education, employment, job proximity, and median home values. At the regional level, according to the 2022 Task Force maps, Figure CP-23 on the next page shows economic score for tracts in Orange County. Tracts with lower economic scores (orange) are spread out and concentrated around cities of Anaheim, Garden Grove, Westminster, Santa Ana, and parts of Irvine, Laguna Woods, and San Juan Capistrano. These may be due to higher concentrations of poverty in these regions. The tracts showing the highest economic

opportunity scores tend to be located on cities along the coast, and half south of the County.

At the local level, according to the 2022 Task Force maps presented in Figure CP-24 on the next page, three block groups that overlay Aliso Viejo on the east have economic scores between 0.5 to 0.75, while the rest of the tracts in the City are categorized between 0.75 to 1.0 and therefore have more positive economic outcomes.

Explanations for the low economic scores could be due to having a low percentage of adults with a bachelor's degree or above and high value of owner-occupied units in the city. According to ACS 2016-2021 data for Aliso Viejo, approximately 34.9% of adults over 25 have obtained a bachelor's degree while 21.3% have obtained a graduate or professional degree.

Figure CP-23: TCAC/HCD Opportunity Map, Economic Score for Orange County (2022)

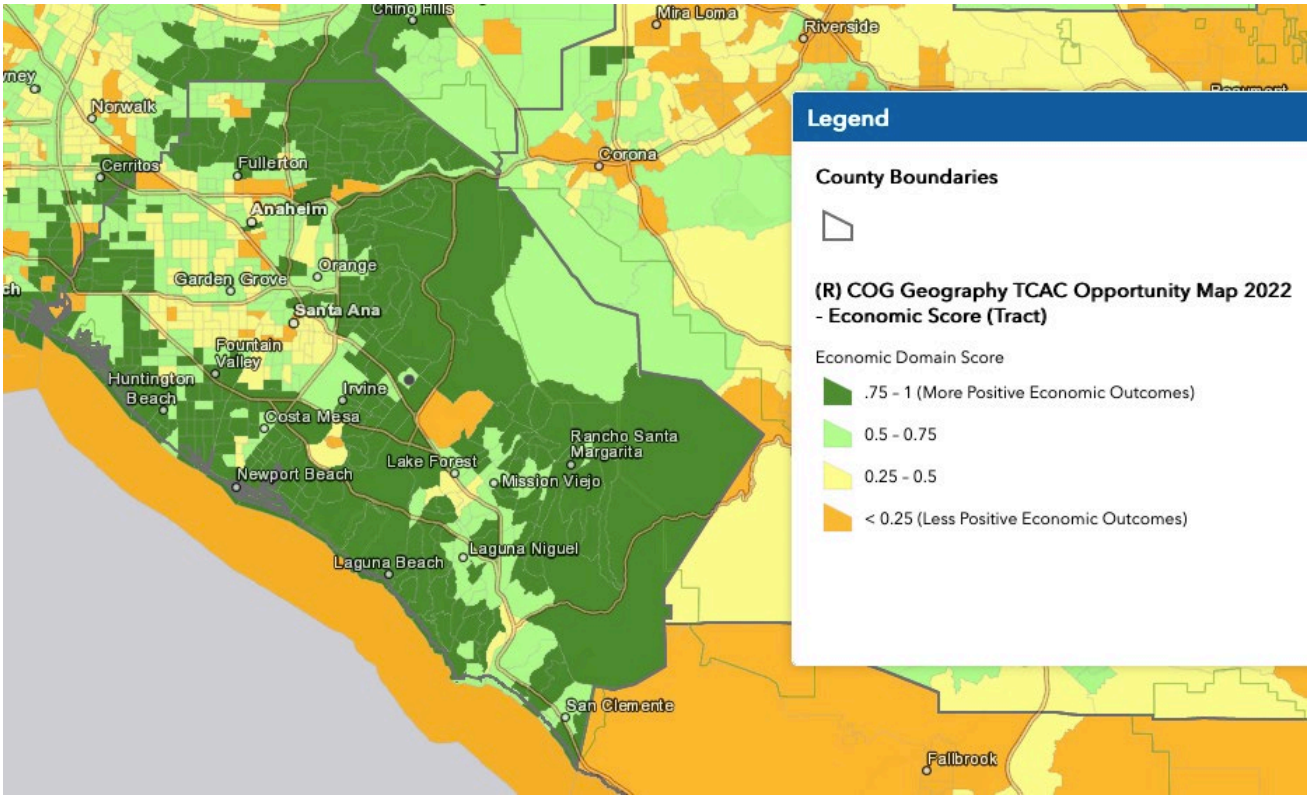
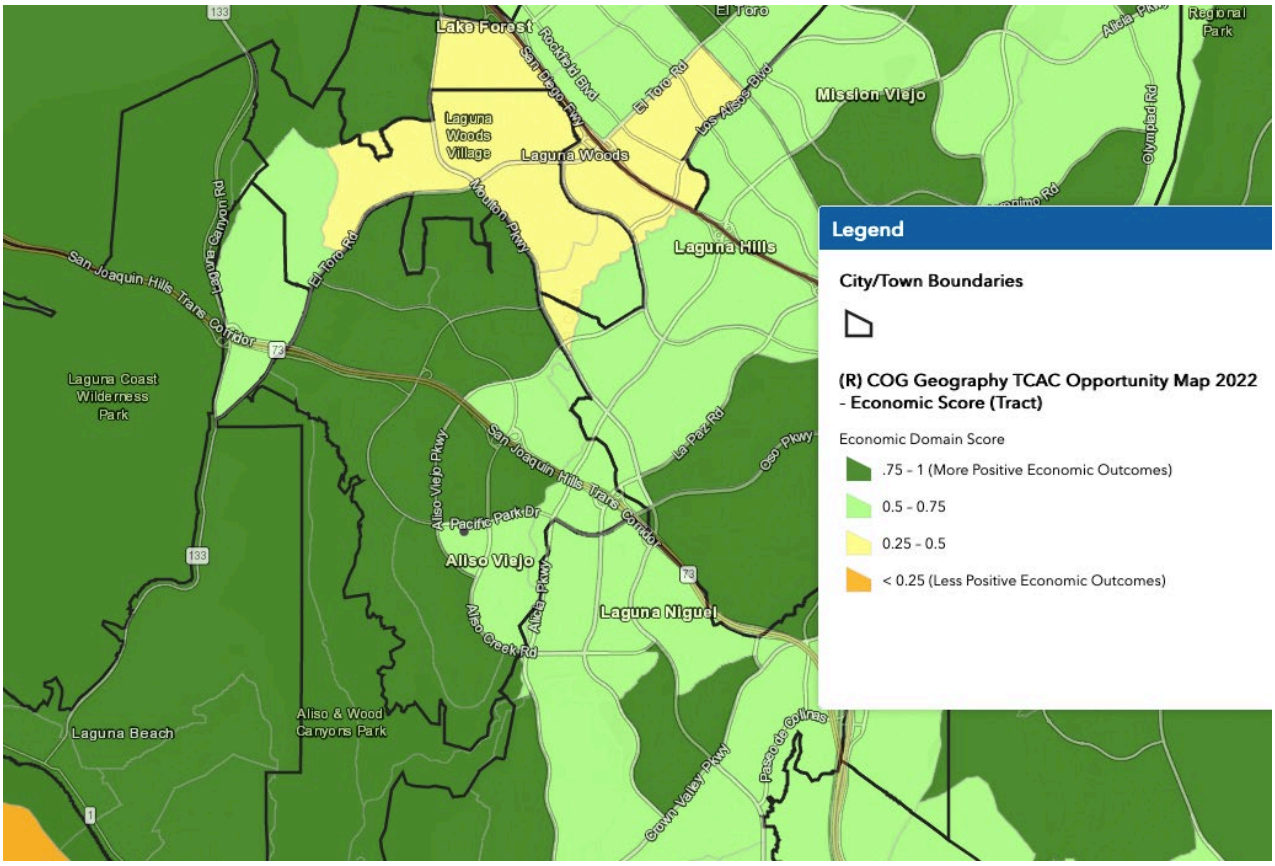


Figure CP-24: TCAC/HCD Opportunity Map, Economic Score for Aliso Viejo (2022)




*Education*

Data on math and reading proficiency, high school graduation rates, and student poverty rates are taken into consideration by the Fair Housing Task to determine education scores. At the regional level, Figure CP-25 on the next page shows education scores for tracts in Orange County. Almost similar to the map of economic scores above, tracts with lower positive education outcomes are spread out and are located concentrated around cities of Anaheim, Buena Park, Santa Ana, and parts of Irvine, Costa Mesa, Laguna Woods, Dana Point, and San Juan Capistrano. The tracts that have higher scores of positive education outcomes are mostly concentrated around the cities along the coast and the southern and northeastern part of the County.

At the local level, as shown in Figure CP-26 on the next page, all the block groups that cover the City received education scores in the fourth highest quartile (scores between 0.75 and 1.0), showing that these areas are classified as having the highest positive education outcomes. This means, that there are no block groups that have low educational resource areas. One census tract, on the north side of Aliso Viejo has a score of 0.72, which fall under

the third high quartile score range of 0.5 and 0.75. This slightly lower score might be due to the diversity of the composition of race/ethnicity, age, and lower income residents that reside in this census tract which overlaps the north part of Aliso Viejo and southern part of Laguna Woods city.

Figure CP-25: TCAC/HCD Opportunity Map, Education Score for Orange County (2022)

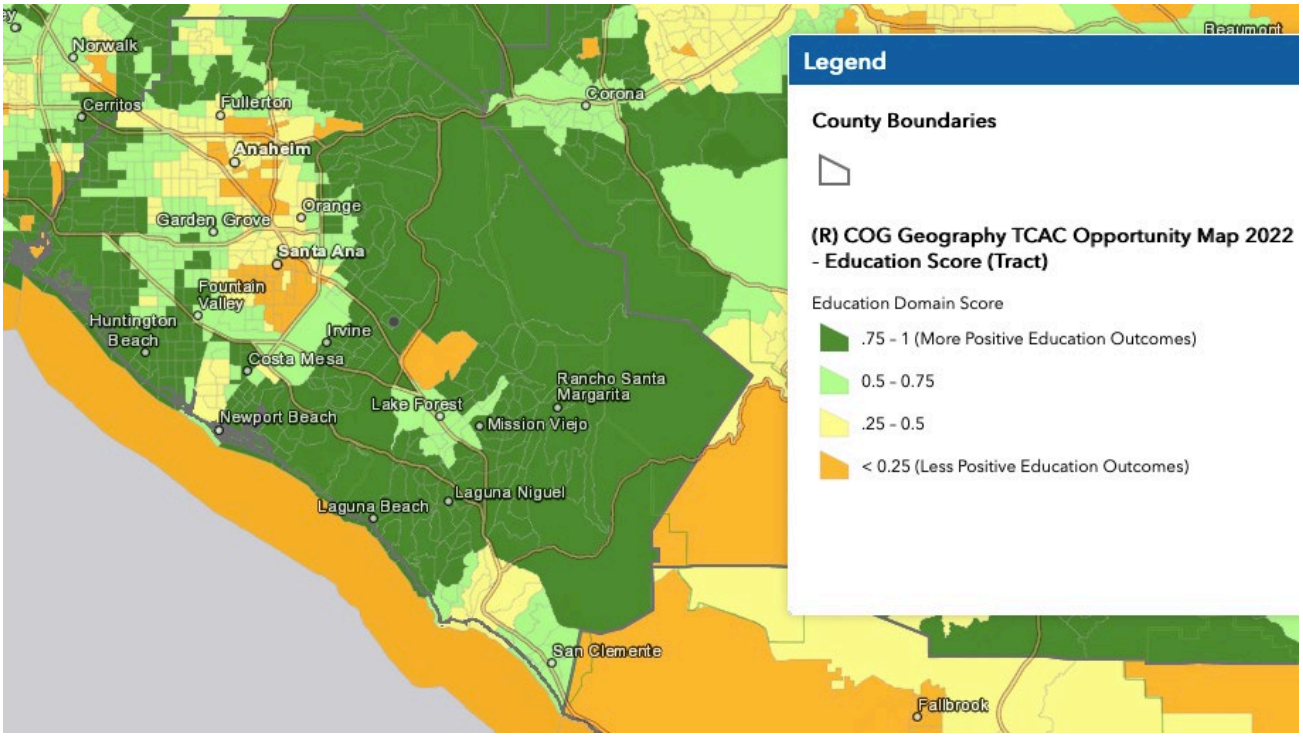
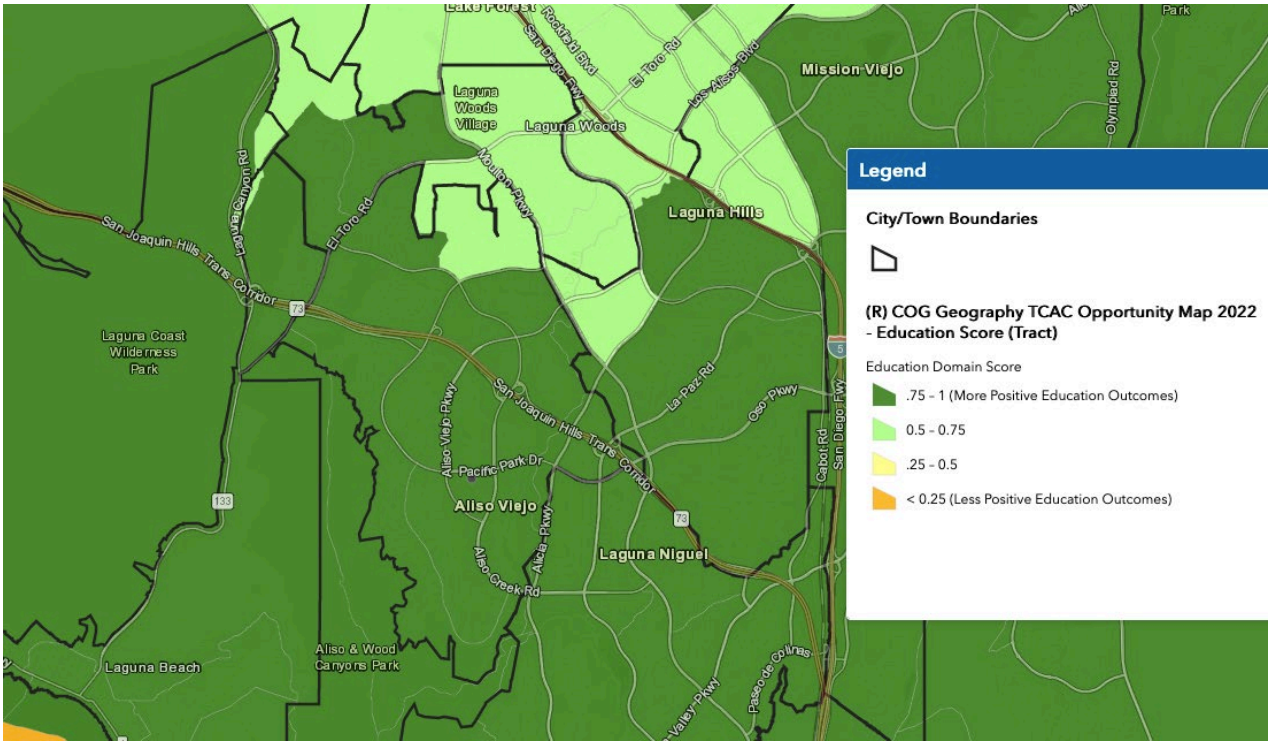


Figure CP-26: TCAC/HCD Opportunity Map, Education Score for Aliso Viejo (2022)




In addition, according the 2020 AI, jurisdictions with the highest educational opportunity also appeared to have primarily large concentrations of non-Hispanic Whites and Asian/Pacific Islanders. Irvine, Aliso Viejo, and Huntington Beach were provided as good examples of cities with large populations of those two groups. Other high opportunity cities, by contrast, appear more segregated and more heavily populated by non-Hispanic Whites.

Public schools in Aliso Viejo are managed by the Capistrano Unified School District. According to their website, there are 4 elementary schools, 2 middle schools, and 1 high school in Aliso Viejo. The School District boasts 95.9% graduation rate for class of 2022 and the top three ethnic groups that enroll in the public schools are White, Hispanic or Latino, and Asians. According to PublicSchoolReview.com, Aliso Viejo's public high school, Aliso Niguel High School, is ranked as one of the top schools for grades 9 to 12 with a graduation rate of 98% and is ranked as one of the top 20% of public schools in California. In addition, their diversity score is 0.65, which is more than the State average at 0.63. Aliso Viejo Middle School have shown to have scored high in Math and in reading/language arts than the State's average. Journey, an elementary school, has also been known to have been ranked high in Aliso Viejo.

To summarize, since all the communities in Aliso Viejo are in high resource areas and no low educational resource areas are present, all the communities in Aliso Viejo have positive education outcomes and have access to high ranked schools in the City.

***~~Employment~~ Access to Employment and Services***

~~According to the CA Employment Development Department, in 2020 the average unemployment rate in California was 10.1 percent. For Orange County the rate was 8.8 percent and for the City of Aliso Viejo the unemployment rate in 2020 was 7.5 percent.~~

*~~Transportation~~*

This section uses data from HUD, All Transit, Orange County Transportation Authority (OCTA), and local information on transportation for job access and regional services, such as schools, hospitals, and grocery stores.

HUD's Job Proximity Index can be used to show transportation need geographically. The Job's Proximity Index quantifies the accessibility of a given residential neighborhood as a function of its distance to all job locations within a Core Based Statistical Areas (CBSA), with larger employment centers weighted more heavily. Block groups with lower jobs proximity indices are located further from employment opportunities and have a higher need for transportation (refer to figures CP-29 and CP-30, which will be explained on the next page). This section also uses All Transit scores to analyze transportation opportunities, which is described next.

All Transit explores metrics that reveal the social and economic impact of transit, specifically looking at connectivity, access to jobs, and frequency of service. According to the data provided by the 2020 AI:

> "There are no significant disparities between racial/ethnic groups in the low transportation cost index in most jurisdictions in Orange County. Index scores are in the 20s for all groups in Laguna Niguel, Mission Viejo, and San Clemente. Scores are in the low to mid 30s for all racial/ethnic groups in Buena Park, Lake Forest, La Palma, Orange City. Scores are in the high 30s to low 40s for all groups in Aliso Viejo, Anaheim, Fountain Valley, Fullerton, Garden Grove, Irvine, Huntington Beach, La Habra. Scores are moderate (in the high 40s to low 50s) across groups in Costa Mesa, Santa Ana, and Westminster."

The next two figures (Figure CP-27 and Figure CP-28) on the next page are All Transit Scores at for Orange County and Aliso Viejo. These maps have color codes from dark blue (indicating low transit score) to light yellow (indicating high transit score). According to the most recent data posted (2019), Orange County has an AllTransit Performance Score of 4.2 (out of 10), indicating a low combination of trips per week and number of jobs accessible by transit. For Aliso Viejo, the AllTransit Score is 1.5 (out of 10), which is much lower than

the County and a much smaller proportion of commuters uses transit. Even though this map shows a very low score, when studying the map, you will see that All Transit Scores does not have data on for the majority of Aliso Viejo region. Thus, the score is based on areas surrounding the top and east side of the City. If data was provided for those areas not captured, the score would have been different and likely correlate with HUD's Job Proximity Index (as shown in Figures CP-29 and CP-30).

Figures CP-29 and CP-30 show the Job Proximity Index from AFFH Data Viewer for Orange County, and Aliso Viejo, respectively. As the maps show, at the county level, the job proximity index shows that census block groups with the closest proximity to jobs somewhat correlate with areas that have the lowest economic and educational outcomes. However, areas with highest scores tend to be located near the highways. Areas with very low scores are on or around Garden Grove, Westminster, Huntington Beach, and the east and southeast of the County, such as cities of Mission Viejo, Laguna Hills, Rancho Santa Margarita, Dana Point, and San Juan Capistrano. At the local level, all census block groups that overlay Aliso Viejo are scored at the second highest proximity to jobs (60-80, refer to Figure CP-30).

According to OCTA, bus route 87 passes through Aliso Viejo and stops at Aliso Viejo Middle School and Aliso Niguel High School. Though there's one bus route passing through, OCTA has numerous services to help with the mobility for all residents in Aliso Viejo as well as seniors and persons with disabilities. The Senior Mobility Program is a program partnered between Aliso Viejo and OCTA to provide residents, who are 60 years or older, with an alternative transportation by contracting with California Yellow Cab. This service are scheduled and on-demand and provide transportation to and from community centers. For transportation to medical and social services, seniors can utilize the Age Well Senior Services Non-Emergency Medical Transportation. OCTA Paratransit Services are for applicants with physical and/or cognitive limitations. OCTA Same-Day Taxi Service offers subsidized trips, seven days a week for eligible customers. To help improve transit access all other residents, the OCTA has added a new service called OC Flex to address regional and statewide concerns, especially for short-trip challenges. OC Flex is $4.50 per day for unlimited rides. A micro-transit service such as OC Flex helps ensure that members of protected classes can access services, such as schools, and grocery stores, and jobs in employment centers.

In conclusion, all the communities in Aliso Viejo has a generally high score for access to employment and has additional mobility resources, such as OC Flex and Senior Mobility Program, to provide affordable transportation options for students, seniors, and persons with disabilities.

Figure CP-27: All Transit Performance Score, Orange County, 2019

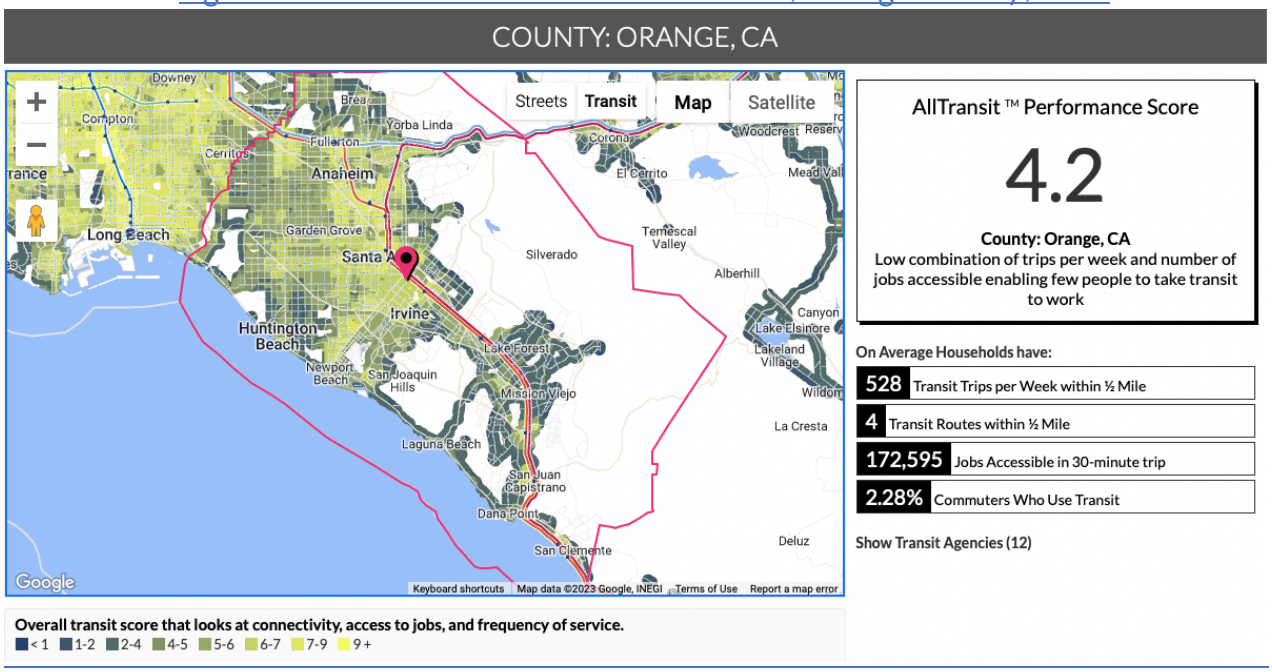



Figure CP-28: All Transit Performance Score, Aliso Viejo, 2019

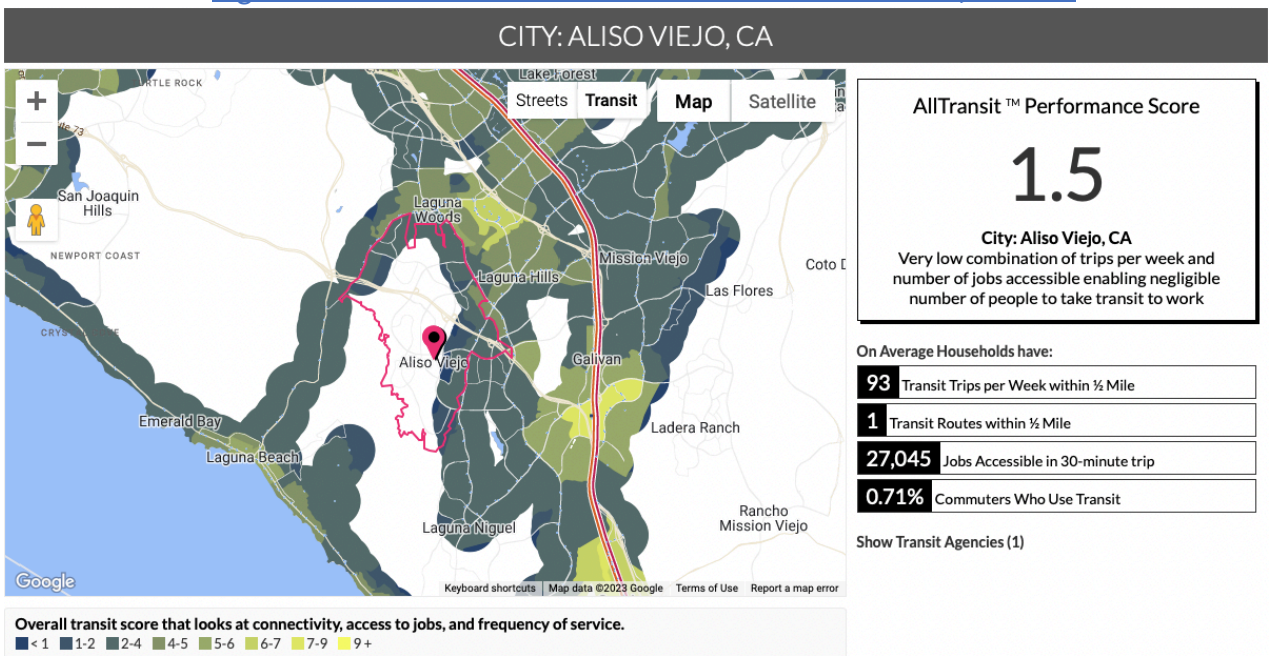


Figure CP-29: Jobs Proximity Index, Orange County (HUD, 2014-2017)

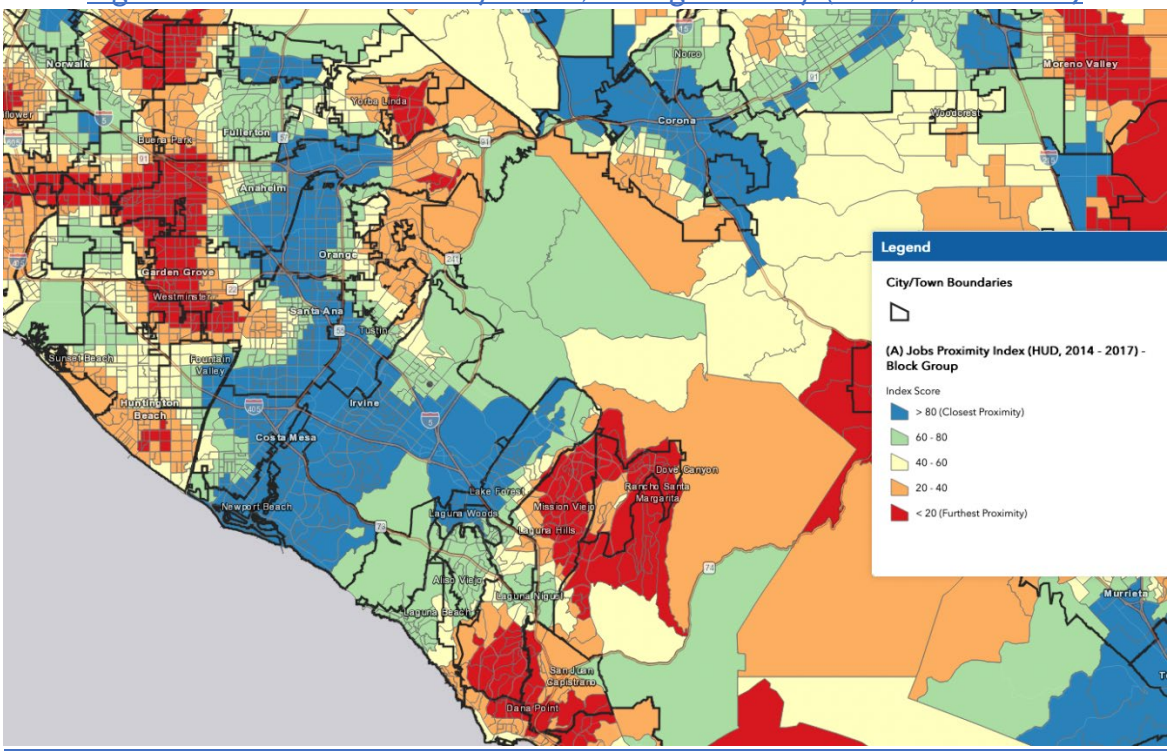
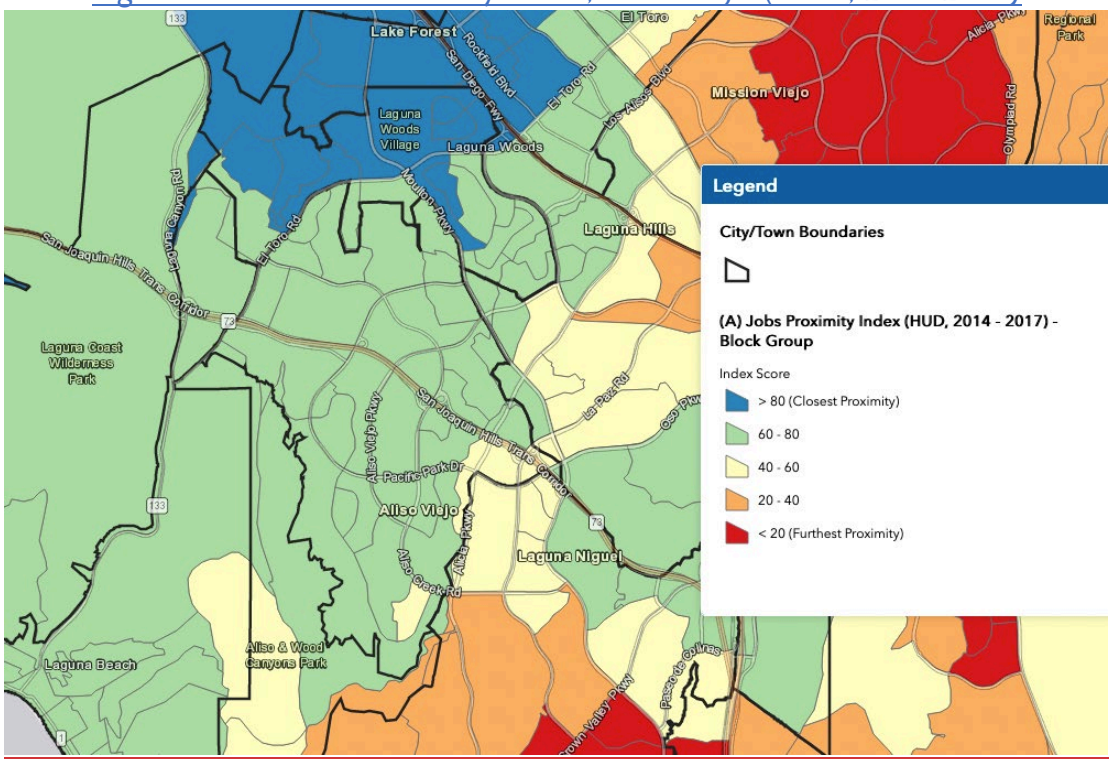



Figure CP-30: Jobs Proximity Index, Aliso Viejo (HUD, 2014-2017)



*Environmental*

The California Office of Environmental Health Hazard Assessment (OEHHA) developed a screening methodology called the California Communities Environmental Health Screening Tool (CalEnviroScreen 4.0, 2021) to help identify California communities disproportionately burdened by multiple sources of pollution. In addition to environmental factors (pollutant exposure, groundwater threats, toxic sites, and hazardous materials exposure) and sensitive receptors (seniors, children, persons with breathing difficulties, such as asthma, and low birth weight infants), CalEnviroScreen also takes into consideration socioeconomic factors. These factors include educational attainment, linguistic isolation, poverty, and unemployment. High scoring Census tracts tend to be more burdened by pollution from multiple sources and are most vulnerable to its effects, taking into account their socioeconomic characteristics and underlying health status.

Figure CP-31 on the next page shows the CalEnviroScreen 4.0 scores for Orange County. As we can see in this figure, at the county level, census tracts with high scores tend to be located on half of the west side of the County, mainly concentrated around Anaheim, Buena Park, Garden Grove, Santa Ana area. There are pockets of high scores in Costa Mesa, Newport Beach, Lake Forest, and San Juan Capistrano Area. Aliso Viejo had relative low scores, as seen in Figure CP-32 on the next page, with two Census tracts in the lowest range (1 to 5 percent), two in the 5 to 10 percent range, four in the 10 to 15 percent range and two in the 15 to 20 percent range. According to the CalEnviroScreen 4.0 Data Dashboard, which selected 10 census tracts for Aliso Viejo, the average CalEnviroScreen 4.0 percentile is 10.4, the average pollution burden percentile is 21, and the average population characteristics percentile is 10.5. Figure CP-33 shows the scores of each indicator. In this figure we see how tracts with higher scores might be due to high pollution scores, such as traffic and ozone as well as hazardous waste and impaired water bodies. In addition, housing burden plays a role in the slightly higher scores on the north and east side of Aliso Viejo.

Figure CP-31: CalEnviroScreen 4.0 – Orange County, 2021

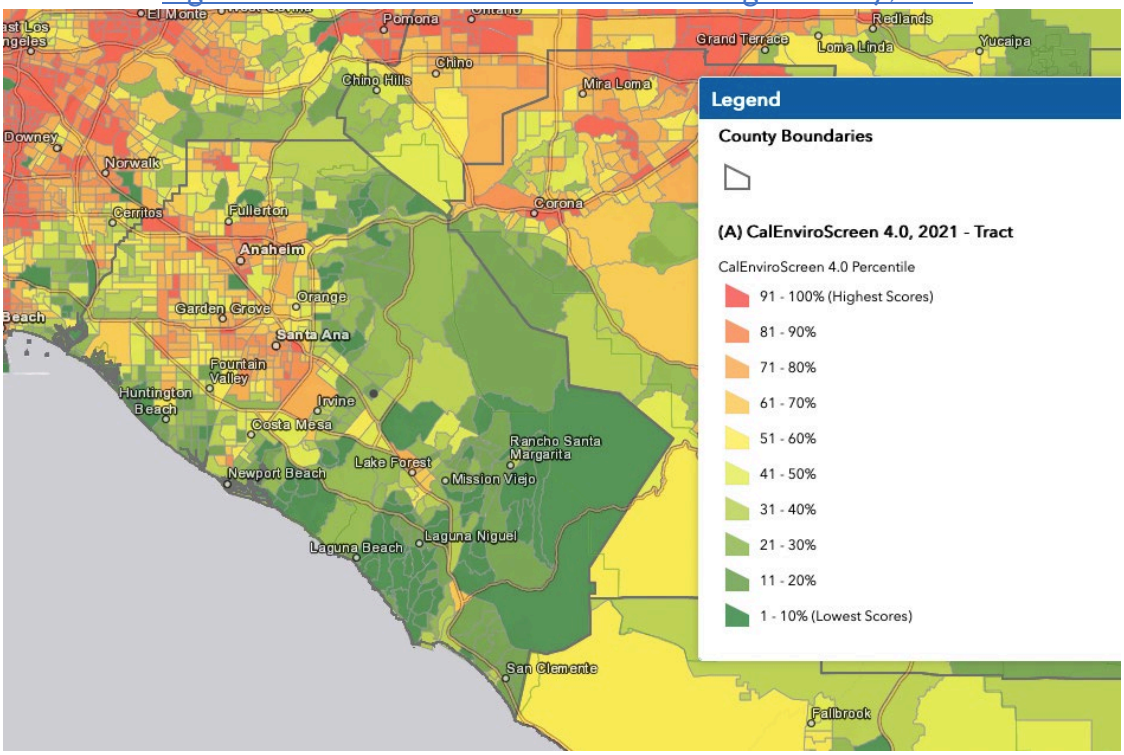



Figure CP-32: CalEnviroScreen 4.0 – Aliso Viejo, 2021

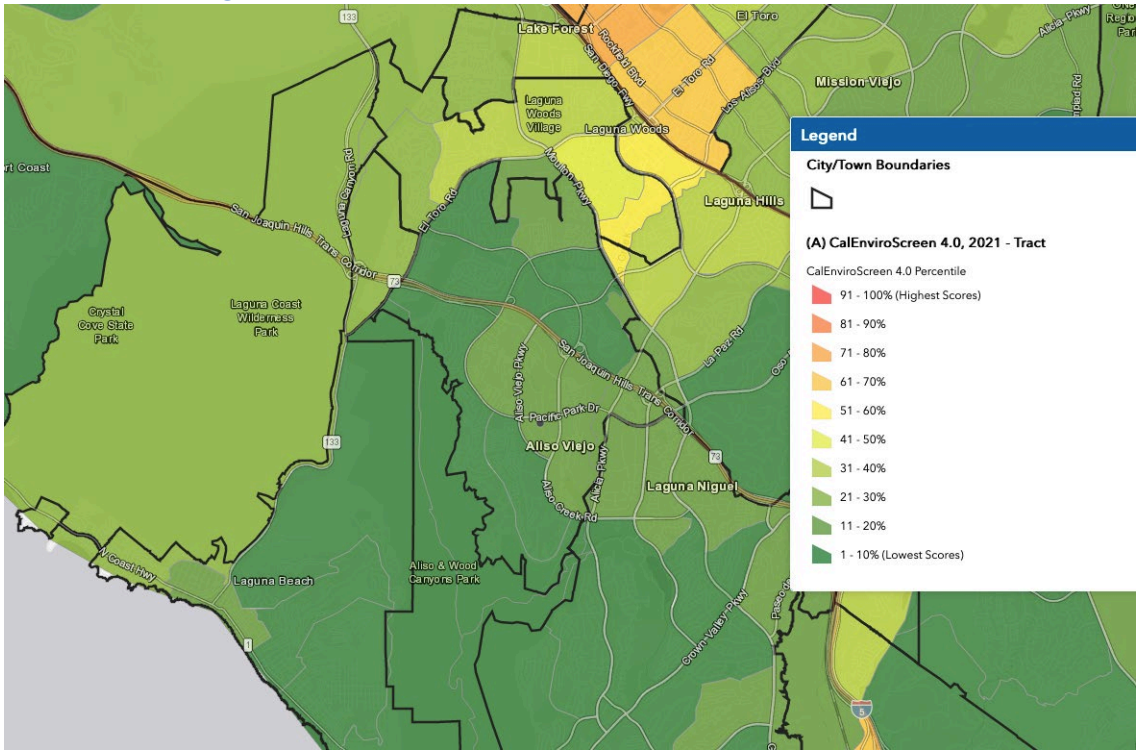
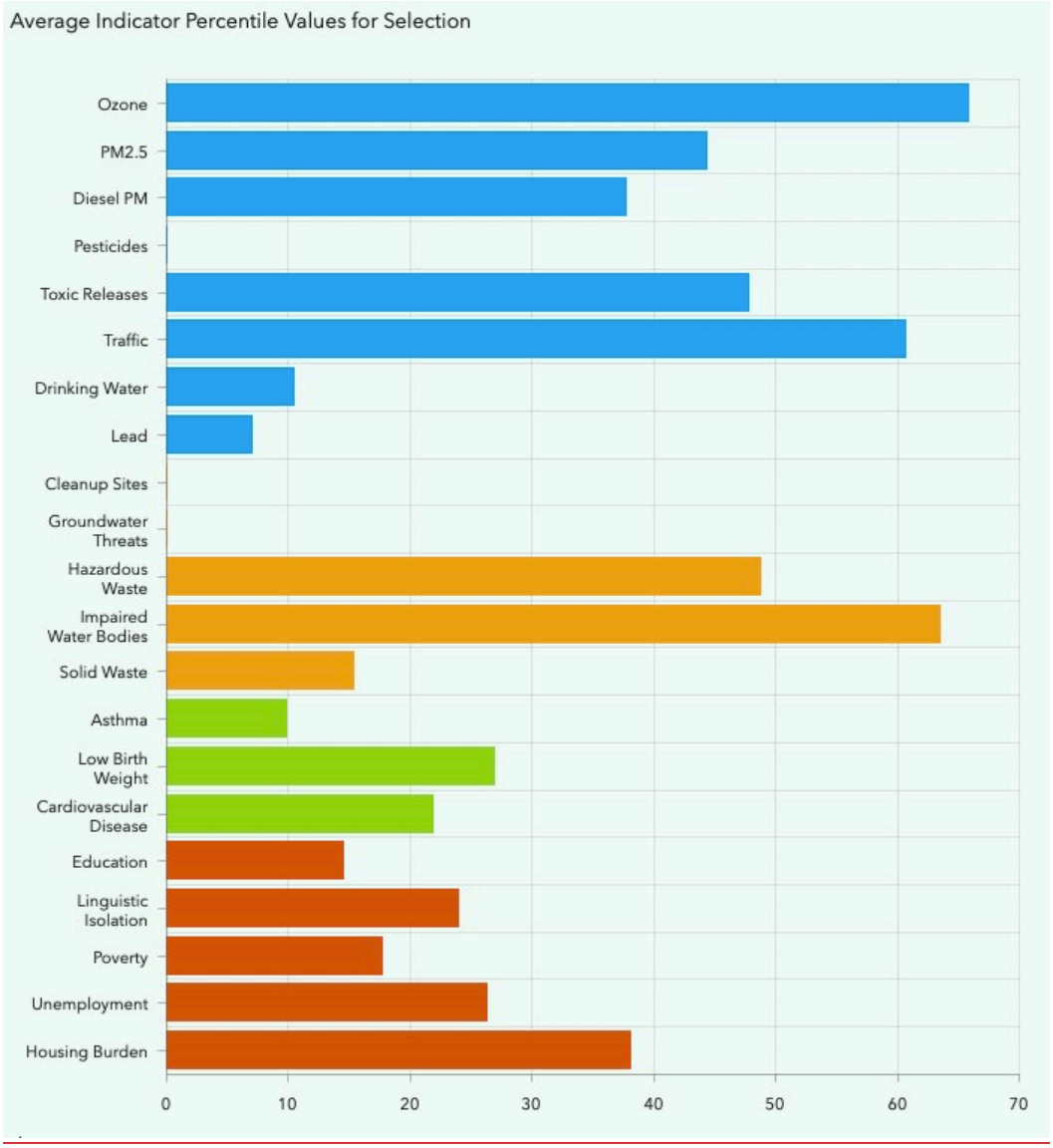


Figure CP-33: CalEnviroScreen 4.0 Average Indicator Percentile Values




## DISPROPORTIONATE HOUSING NEEDS

The AFFH Rule Guidebook defines disproportionate housing needs as "a condition in which there are significant disparities in the proportion of members of a protected class experiencing a category of housing needs when compared to the proportion of a member of any other relevant groups or the total population experiencing the category of housing need in the applicable geographic area." 24 C.F.R. § 5.152" The analysis is completed by assessing cost burden, severe cost burden, overcrowding, and substandard housing.

The Comprehensive Housing Affordability Strategy (CHAS) developed by the Census Bureau for HUD provides detailed information on housing needs by income level for different types of households. Housing problems considered by CHAS include:

- Housing cost burden, including utilities, exceeding 30 percent of gross income;
- Severe housing cost burden, including utilities, exceeding 50 percent of gross income;
- Overcrowded conditions (housing units with more than one person per room); and/or
- Units with physical defects (lacking complete kitchen or bathroom)

~~As shown in Table CP-42, a higher percentage of Black (62 percent) and Hispanic (44 percent), households experience housing problems compared to White (39 percent), Asian (35 percent), and all City households (39 percent). Families with more than five members also experience housing problems disproportionately (50 percent). Aliso Viejo households experience housing problems (47 percent) at lower rates than the County overall (51 percent).~~

The data in this analysis for disproportionate housing needs used the most up-to-date data from HUD CHAS, which is from the 2015-2019 ACS 5-year average data.

~~Table CP-42 Demographics of Households with Disproportionate Housing Needs, Aliso Viejo~~

| ~~Households Experiencing Any of 4 Housing Problems~~ | ~~Households with Problems~~ | ~~Number of Households~~ | ~~Percentage of Households with Problems~~ |
|---|---|---|---|
| ~~**Race/Ethnicity**~~ | | | |
| ~~White, Non-Hispanic~~ | ~~4,840~~ | ~~12,570~~ | ~~38.50%~~ |
| ~~Black, Non-Hispanic~~ | ~~235~~ | ~~380~~ | ~~61.84%~~ |
| ~~Hispanic~~ | ~~930~~ | ~~2,120~~ | ~~43.87%~~ |
| ~~Asian or Pacific Islander, Non-Hispanic~~ | ~~995~~ | ~~2,830~~ | ~~35.16%~~ |
| ~~Native American, Non-Hispanic~~ | ~~20~~ | ~~70~~ | ~~28.57%~~ |
| ~~Total~~ | ~~7,020~~ | ~~17,970~~ | ~~39.07%~~ |
| ~~**Household Type and Size**~~ | | | |
| ~~Family households, <5 people~~ | ~~3,955~~ | ~~11,390~~ | ~~34.72%~~ |
| ~~Family households, 5+ people~~ | ~~705~~ | ~~1,420~~ | ~~49.65%~~ |
| ~~Non-family households~~ | ~~2,635~~ | ~~5,605~~ | ~~47.01%~~ |
| ~~Households Experiencing Any of 4 Severe Housing Problems~~ | ~~Households with Severe Problems~~ | ~~Number of Households~~ | ~~Percentage of Households with Severe Problems~~ |
| ~~**Race/Ethnicity**~~ | | | |
| ~~White, Non-Hispanic~~ | ~~2,075~~ | ~~12,570~~ | ~~16.51%~~ |
| ~~Black, Non-Hispanic~~ | ~~140~~ | ~~380~~ | ~~36.84%~~ |
| ~~Hispanic~~ | ~~400~~ | ~~2,120~~ | ~~18.87%~~ |
| ~~Asian or Pacific Islander, Non-Hispanic~~ | ~~425~~ | ~~2,830~~ | ~~15.02%~~ |
| ~~Native American, Non-Hispanic~~ | ~~0~~ | ~~70~~ | ~~0.00%~~ |

## Cost Burden

A household is considered cost burdened if it spends more than 30 percent of its income in housing costs, including utilities. To summarize, according to HUD's 2015-2019 CHAS data, there are approximately a total of 6,647 households out of the 18,515 total households (or 35.9%) in the city who overpay or are housing cost burdened. Specifically, 2,984 homeowners (out of total 11,135) are cost burdened and 3,675 (out of 7,380) renters are housing cost burdened in the city. This shows that a higher proportion of renters are cost burdened.

Since housing is the largest single expense item for most households, housing is considered affordable when a household spends 30% or less of its household income for shelter. However, for those who are cost-burdened, they are left with limited income available for other necessities such as food, medicine, and transportation.

Table CP-16 on the next page is a breakdown of households by race or ethnicity and cost burden for Aliso Viejo and Orange County. Compared to Aliso Viejo's 35.9% of households who are cost burdened, Orange County has 39.3% of its total households, which is more than the City's. More owner-occupied households are cost-burdened Countywide (29.9%) compared to the City (26.8%). In addition, the table below shows estimates that American Indians, Blacks, and Hispanics are cost-burdened at the highest rate. While 25.7% of White owners experience housing cost burdens, HUD CHAS estimates that 49.5% of White renters experience housing cost burdens. To put in context, there are an estimated 12,335 White households and 4,345 White households are estimated to be experiencing housing cost burden. In addition, according to the 2015-2019 HUD CHAS data, there are 2,815 Hispanic households, so this means that about 1,280 Hispanic households are housing cost-burdened. There are an estimated 15 American Indians, where we see in the table below that all homeowners are estimated to be cost-burdened. In addition, there are an estimated total of 355 Black households, 2,485 Asians, and zero (0) Pacific Islander households in the City.

Table C-P 16: Cost Burden (>30% of Gross Income) by Race/Ethnicity

| | White | Black | Asian | Amer.Ind. | Pac.Isldr. | Hispanic | Other | All |
|---|---|---|---|---|---|---|---|---|
| Aliso Viejo | | | | | | | | |
| Owner-Occupied | 25.7% | 18.5% | 26.0% | 100.0% | 0.0% | 35.1% | 18.9% | 26.8% |
| Renter-Occupied | 49.5% | 65.9% | 41.0% | 0.0% | 0.0% | 55.4% | 20.4% | 49.8% |
| Total Households | 35.2% | 47.9% | 29.6% | 100.0% | 0.0% | 45.5% | 19.6% | 35.9% |
| Orange County | | | | | | | | |
| Owner-Occupied | 28.4% | 38.0% | 31.8% | 21.9% | 30.9% | 33.0% | 29.4% | 29.9% |
| Renter-Occupied | 48.4% | 53.1% | 49.2% | 37.5% | 50.3% | 57.7% | 48.9% | 51.8% |
| Total Households | 35.3% | 48.1% | 38.5% | 28.4% | 41.9% | 48.0% | 39.1% | 39.3% |

Black (37 percent) and White (15 percent) households in Aliso Viejo experience cost burdens at higher rates than the Citywide average (14 percent).

Table CP-43
Demographics of Households with Severe Housing Cost Burden, Aliso Viejo

| Households Experiencing Severe Housing Cost Burden | Households with Severe Cost Burden | Number of Households | Percentage of Households with Severe Cost Burden |
|---|---|---|---|
| **Race/Ethnicity** | | | |
| White, Non-Hispanic | 1840 | 12,570 | 14.64% |
| Black, Non-Hispanic | 140 | 380 | 36.84% |
| Hispanic | 225 | 2,120 | 10.61% |
| Asian or Pacific Islander, Non-Hispanic | 350 | 2,830 | 12.37% |
| Native American, Non-Hispanic | 0 | 70 | 0.00% |
| Total | 2,555 | 17,970 | 14.22% |
| **Household Type and Size** | | | |
| Family households, <5 people | 1010 | 11,390 | 8.87% |
| Family households, 5+ people | 150 | 1,420 | 10.56% |
| Non-family households | 730 | 5605 | 13.02% |

The following four figures (Figures CP-33, CP-34, CP-35, and CP-36), compares overpaying renters and owners by Census Tract using the 2010-2014 and 2015-2019 ACS for the City of Aliso Viejo. The proportion of overpaying renters has remained about the same for the tracts on the north and east side of the City; however, the rest of the tracts show an increase in the proportion of renters who are cost burdened. In other words, the ACS data estimates an increase in renters experiencing housing cost burdens in the City overall. The maps for homeowners shows a different story. The figures comparing the proportion of homeowners experience housing cost-burden between 2010-2014 and 2015-2019, show that they have decreased overtime. In addition, tracts on the east and north where more than at least 40% of the homeowners were estimated to be cost-burdened has decreased to less than 40%.

The subsequent four figures (Figures CP-37, CP-38, CP-39, and CP-40) compare overpaying renters and owners by Census Tract using the 2010-2014 and 2015-2019 ACS for Orange County. This shows two different estimates in different years. Countywide, the estimated proportion of renters facing housing cost-burden between these two ACS data show that they remained about the same. Similar to patterns seen for Aliso Viejo, the ACS data estimates that proportions of homeowners in some census tracts in Orange County have experienced a decrease between 2014 and 2019. In other words, less homeowners are experiencing housing cost burdens, especially in areas around Santa Ana, Orange, Costa Mesa, Lake Forest, Mission Viejo, and Laguna Niguel.

To summarize, with careful consideration that the Figures on the next four pages are expressed at the Census Tract level with large margin of errors, HUD CHAS data estimates that Aliso Viejo's 35.9% of total households experience housing cost burdens and those affected are among renters, especially among Blacks, American Indians, and Hispanic households.

Figure CP-33: Cost Burdened/Overpayment for Renters – Aliso Viejo (ACS 2015-2019)

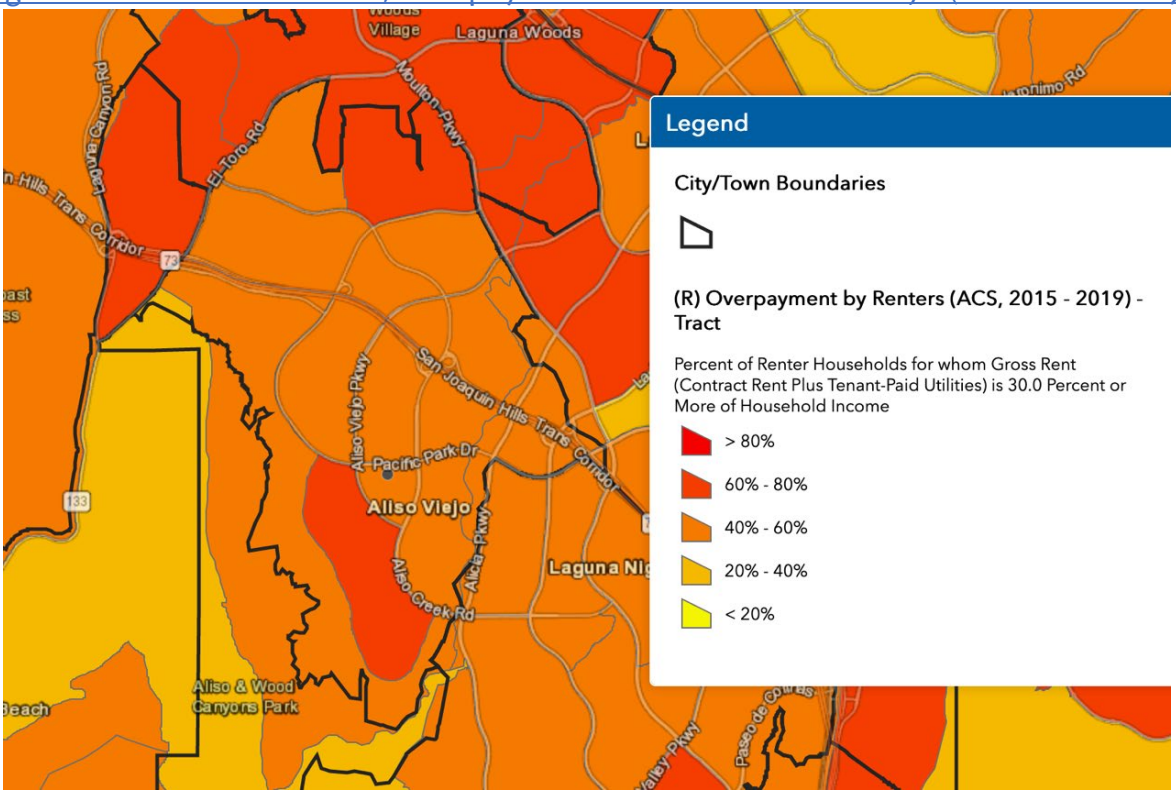



Figure CP-34: Cost Burdened/Overpayment for Renters – Aliso Viejo (ACS 2010-2014)

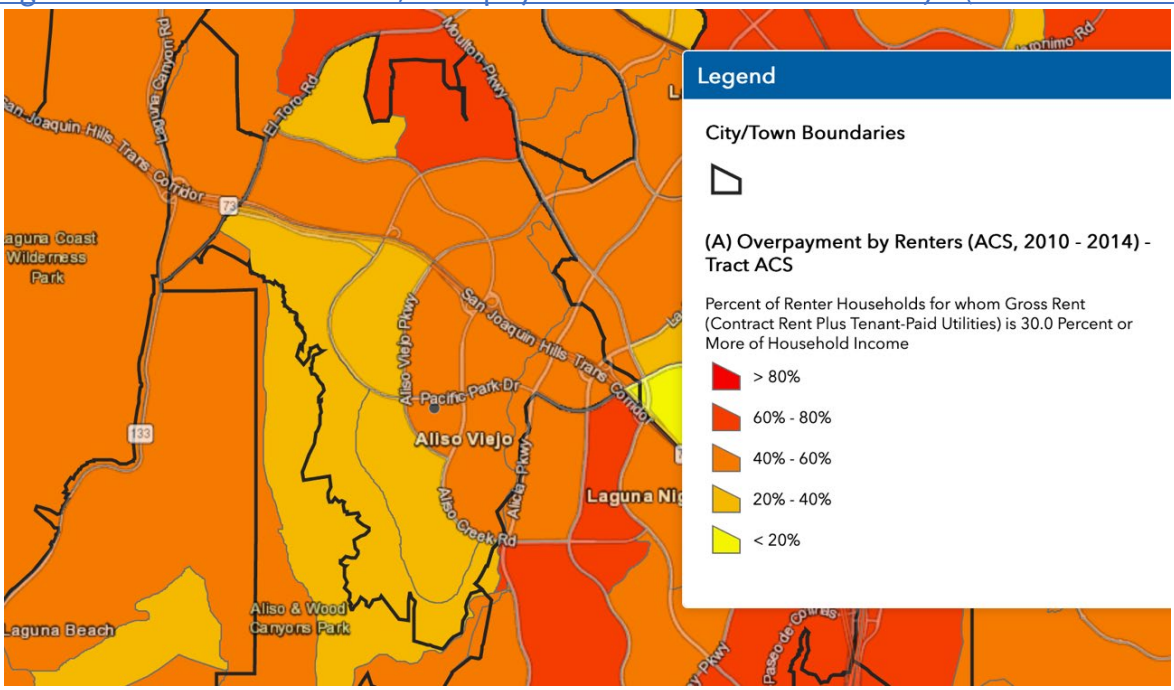


Figure CP-35: Cost Burdened/Overpayment for Owners – Aliso Viejo (ACS 2015-2019)

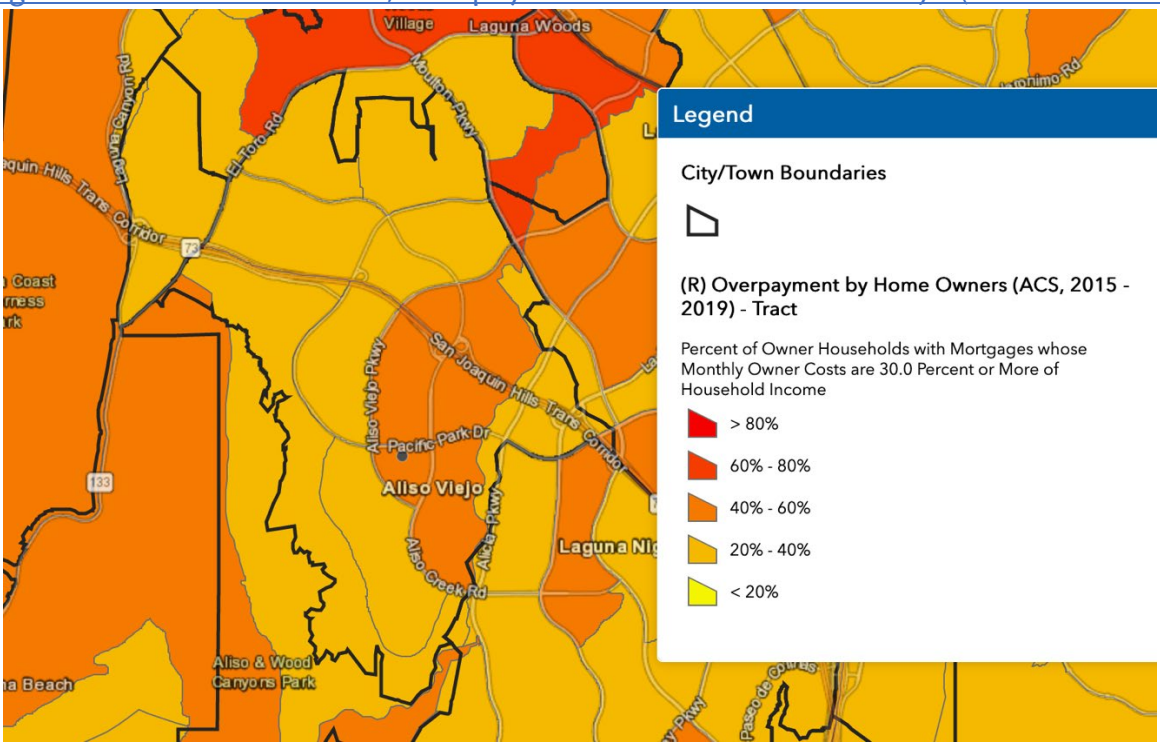



Figure CP-36: Cost Burdened/Overpayment for Owners – Aliso Viejo (ACS 2010-2014)

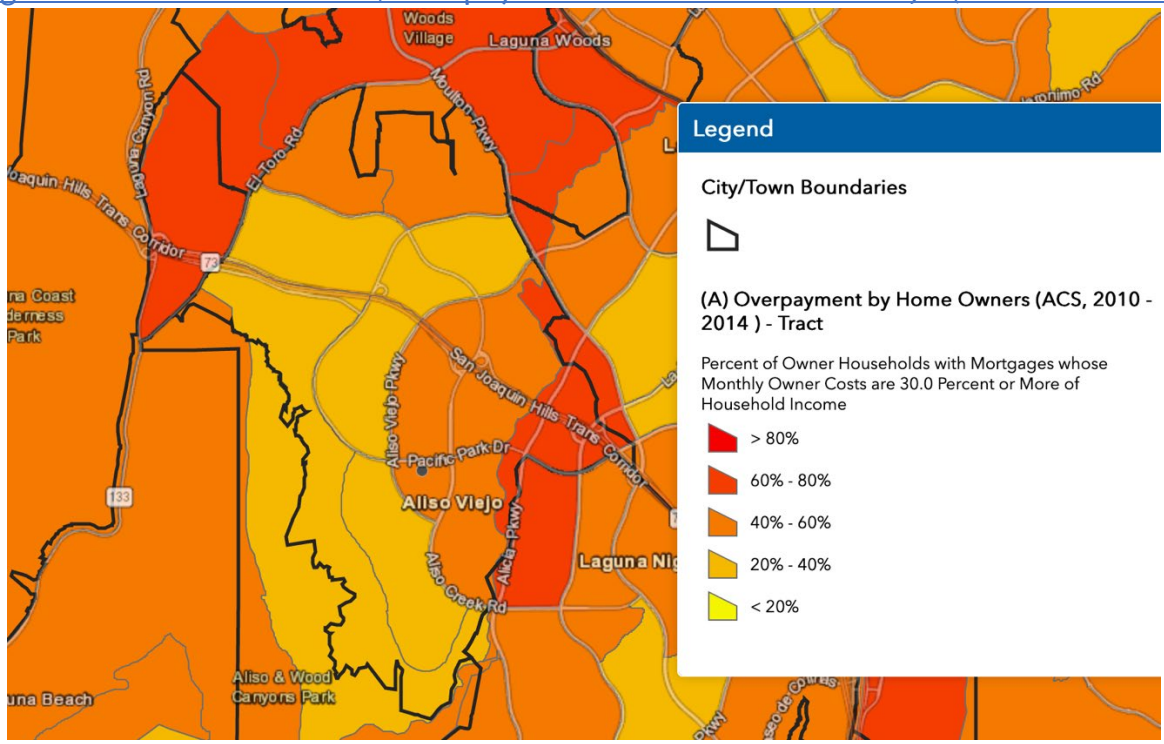


Figure CP-37: Cost Burdened/Overpayment for Renters – Orange County (ACS 2015-2019)

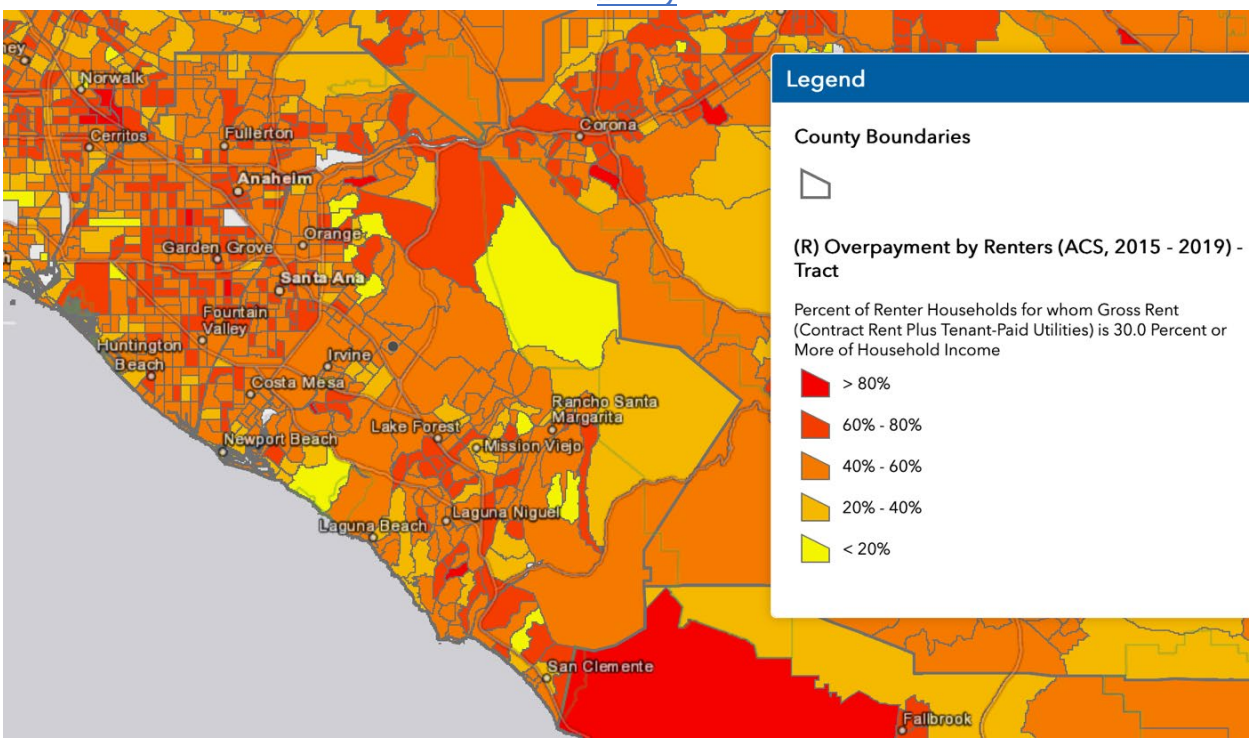



Figure CP-38: Cost Burdened/Overpayment for Renters – Orange County (ACS 2010-2014)

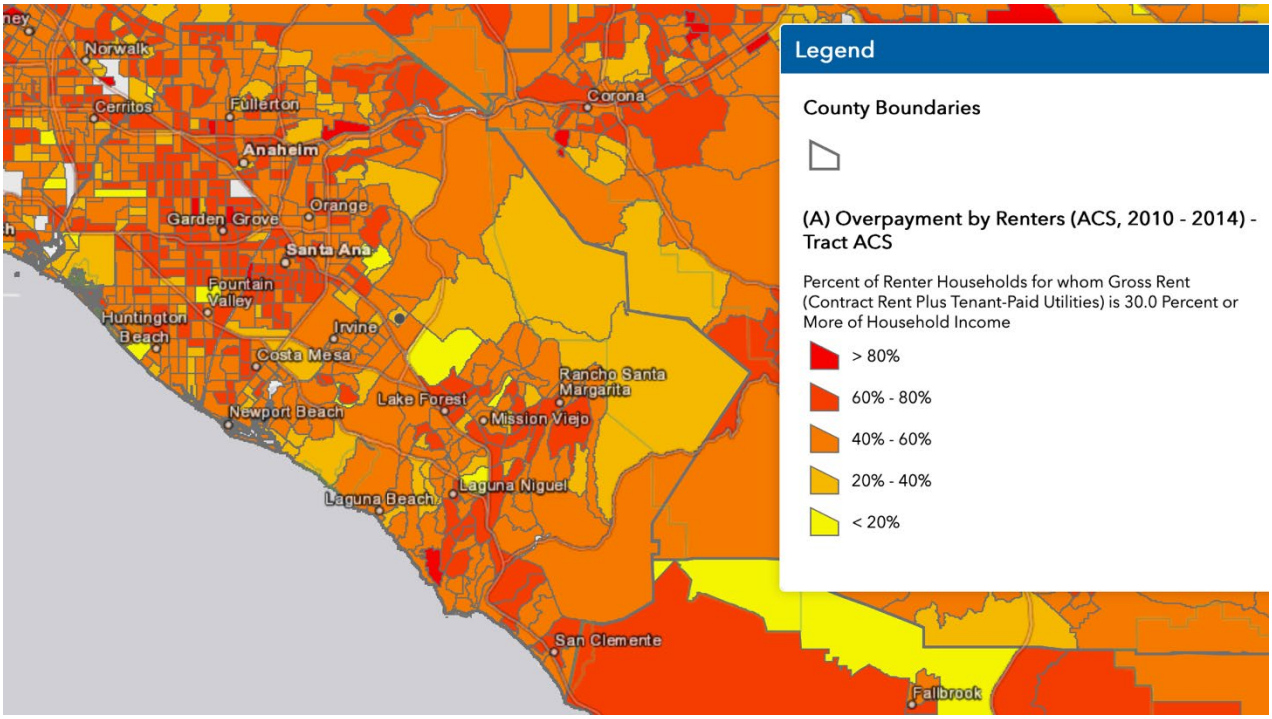


Figure CP-39: Cost Burdened/Overpayment for Owners – Orange County (ACS 2015-2019)

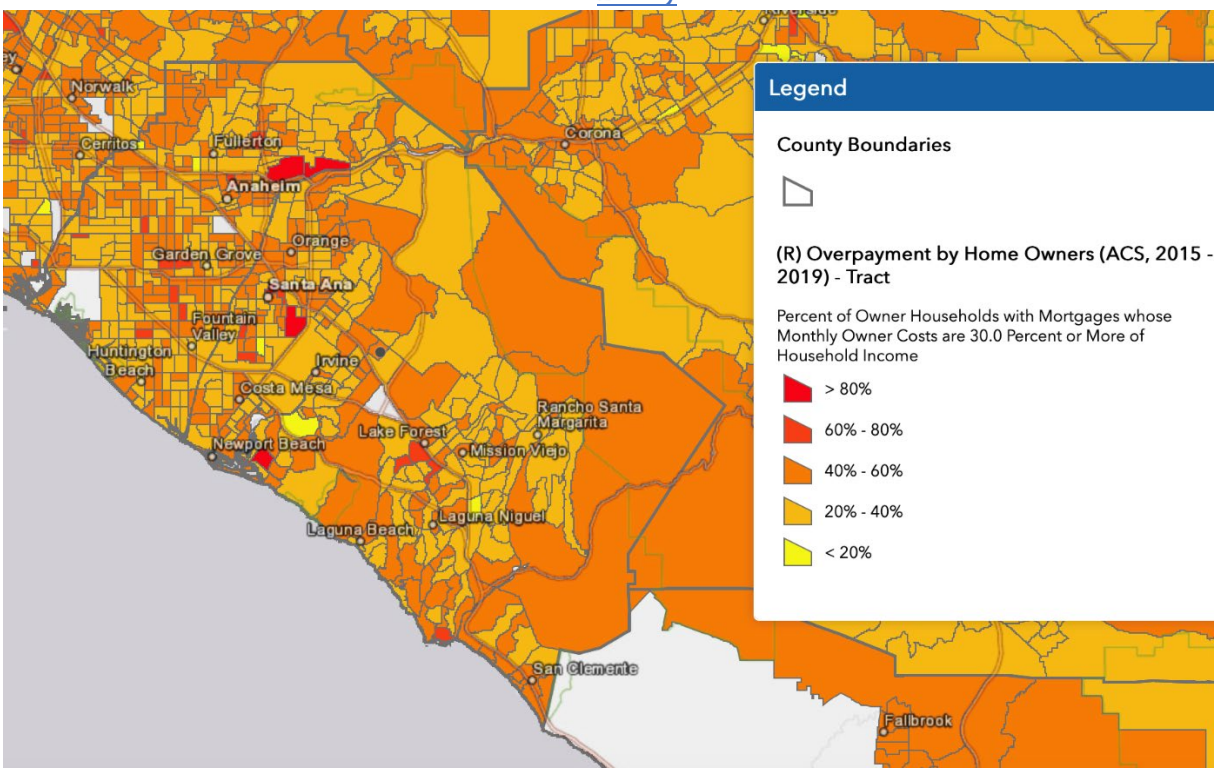
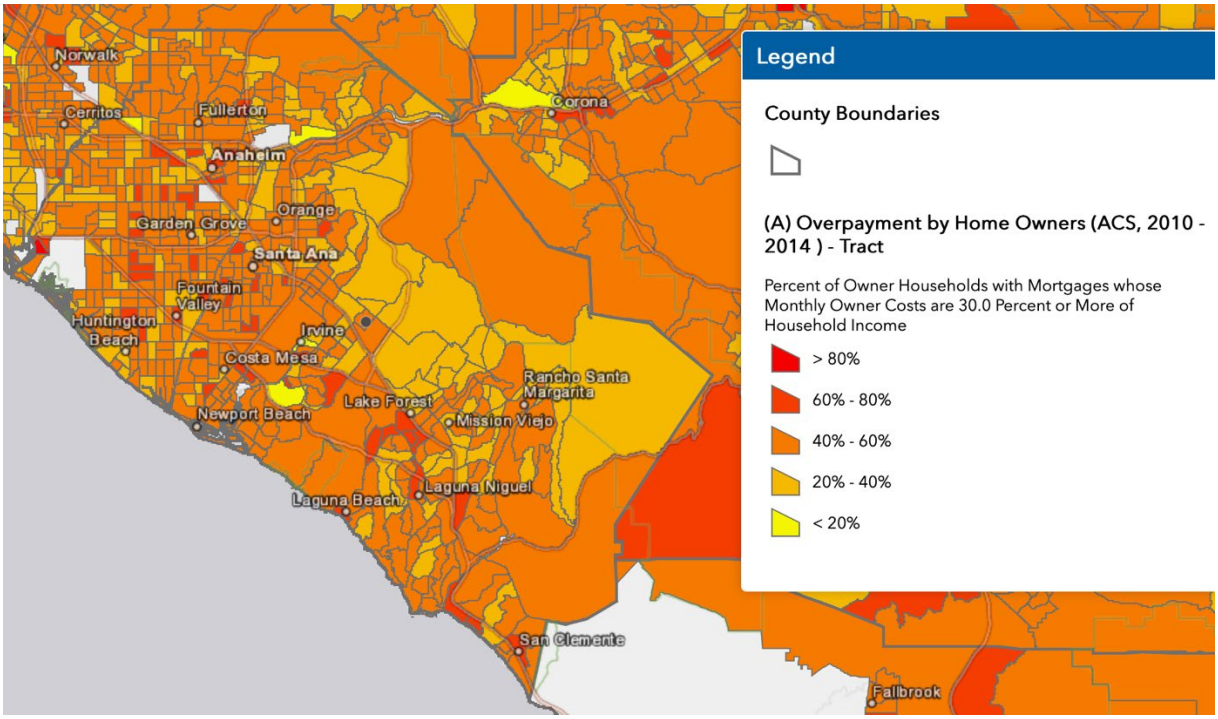



Figure CP-40: Cost Burdened/Overpayment for Owners – Orange County (ACS 2010-2014)



## Overcrowding

HCD defines overcrowding ~~is defined~~ as housing units with more than one person per room (including dining and living rooms but excluding bathrooms and kitchen). ~~According to the 2018 five year ACS estimates, a lower percentage of households across all ethnic groups in Aliso Viejo are living in overcrowded conditions as compared to the County as a whole. There is one Census tract in the northern portion of the City with a higher rate of overcrowding than the rest of the City, with between 8.3 and 12 percent of the population living in overcrowded conditions (Figure CP-16).~~ A severely overcrowded unit is when there is over 1.5 persons per room. Overcrowding is generally less of an issue in the City of Aliso Viejo compared to the County. Table CP-17 on the next page shows a breakdown of percentages of units for both greater than 1 person and greater than 1.5 persons per room. According to HUD CHAS Data (2015-2019), 2.21% of Aliso Viejo households are overcrowded, which includes 0.85% of owner-occupied households and 4.26% of renter households. There are an estimated zero 0.22% of owner-occupied units that are severely-overcrowded; however, 1.35% of renter households are estimated to be severely overcrowded. To put in context, there are 18,515 households in Aliso Viejo, where 11,135 are owner-occupied, and 7,380 are renter-occupied. More specifically, according to the 2015-2019 ACS data, overcrowded households represented almost 0.85% of all owner-occupied households (approximately 94 households) and almost 4.26% of renter households (474 households) in Aliso Viejo. Combined, 2.21% of all 18,515 households (or 568 households in total) are overcrowded compared with 5.69% of all households in Orange County. There are an estimated total of 1,037,490 households in Orange County, 595,270 are owner-occupied and 442,220 are renter-occupied.

Figure CP-41 following Table CP-17 shows overcrowded households by Census Tracts for both Aliso Viejo and Orange County. Countywide, tracts showing where proportions of households are overcrowded by more than 20% is most common on the upper north half of Orange County, especially in or around cities of Anaheim, Garden Grove, Orange, and Santa Ana. We see some overcrowded tracts in Costa Mesa, Irvine (near Tustin and Santa Ana) as well as in San Juan Capistrano. Overcrowding is far less prevalent in census tracts in and around Aliso Viejo.

To summarize, overcrowding is generally not an issue in Aliso Viejo compared to the County. There are no known concentrations of overcrowded households in the City.

## Table CP-17: Overcrowded Households by Tenure for Aliso Viejo and Orange County

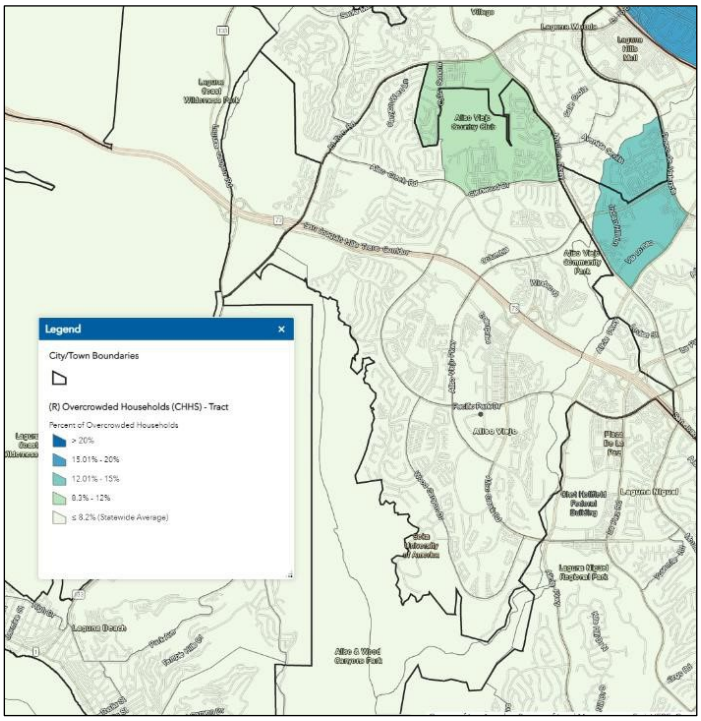
| | Aliso Viejo City | | Orange County | |
|---|---|---|---|---|
| | >1 person per room | >1.5 persons per room | >1 person per room | >1.5 persons per room |
| Owner-Occupied | 0.85% | 0.22% | 2.63% | 1.03% |
| Renter-Occupied | 4.26% | 1.35% | 9.79% | 5.98% |
| Total Households | 2.21% | 0.67% | 5.69% | 3.15% |

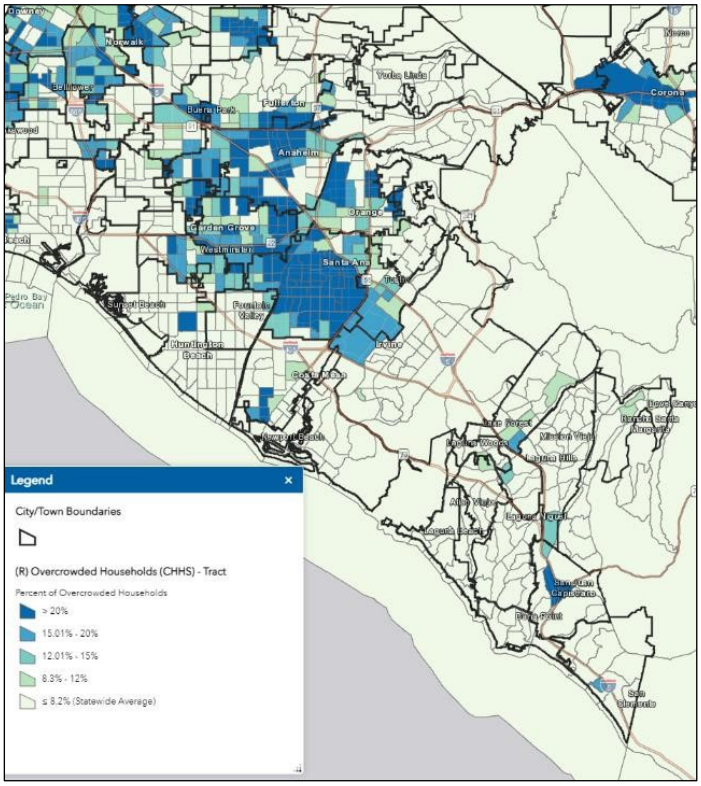
## ~~Table CP-44~~ TABLE CANNOT BE VERIFIED BY HUD CHAS DATA

~~Percentage of Overcrowded Households by Race or Ethnicity, Aliso Viejo vs. Orange County~~

| ~~Geography~~ | ~~White, Non-Hispanic~~ | ~~Black~~ | ~~Native American~~ | ~~Asian American, Pacific Islander~~ | ~~Hispanic~~ |
|---|---|---|---|---|---|
| ~~Orange County~~ | ~~1.95%~~ | ~~6.52%~~ | ~~11.38%~~ | ~~7.76%~~ | ~~25.72%~~ |
| ~~Aliso Viejo~~ | ~~1.47%~~ | ~~0.00%~~ | ~~0.00%~~ | ~~2.79%~~ | ~~7.47%~~ |

Figure CP-41: Overcrowded Households, Aliso Viejo vs. Orange County



## Substandard Conditions

The U.S. Census looks at two types of substandard housing problems: 1) households without a hot and cold piped water, a flush toilet, and a bathtub or shower; and, 2) households with kitchen facilities that lack a sink with piped water, a range or stove, or a refrigerator. These definitions look at what is included inside a housing unit, not outside.

The ACS data includes surveys about some of the factors that may result in substandard housing, such as lack of plumbing facilities and lack of complete kitchen facilities. Since this data is not available at the City level for years 2014-2018 and 2015-2019, ACS 2016-2020 was used instead. In Orange County, of the estimated 1,040,001 occupied housing units, approximately 12,942 units lack complete kitchen facilities and 2,337 units lack complete plumbing facilities. In Aliso Viejo, of the estimated 18,428 occupied housing units, approximately 205 units lack complete kitchen facilities and 17 units lack complete plumbing facilities.

In addition, HUD's latest 2015-2019 CHAS data tracks housing problems and severe housing problems. Housing problems is defined as a household having the following problems: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%. Severe housing problems is defined as having the following conditions: incomplete kitchen facilities, incomplete plumbing facilities, more than 1.5 persons per room, and cost burden greater than 50%.

Table CP-18 on the next page shows housing problems by race and ethnicity for owner and renter households in both Aliso Viejo and Orange County. According to this table, the top three racial/ethnic groups that have the highest proportions of households with housing problems are Whites, Hispanics, and Asians. This observation is for both owner and renter households. These figures are different from the County, where the top three racial/ethnic groups that have the highest proportions of households with housing problems for owner households are Hispanics, American Indians, and Asians. For renter households, they are Hispanics, American Indians, and Pacific Islanders. The data on this table is based on the estimated 11,135 owner households and 7,380 renter households for Aliso Viejo. For Orange County, the data is based on the estimated 595,270 owner households and 442,220 renter households.

Table CP-18: Housing Problems by Race/Ethnicity

| Race or Ethnicity | Aliso Viejo | | | | Orange County | | | |
|---|---|---|---|---|---|---|---|---|
| | Owner | | Renter | | Owner | | Renter | |
| | Pop. | % | Pop. | % | Pop. | % | Pop. | % |
| White | 770 | 6.9% | 1,360 | 18.4% | 47,560 | 13.4% | 54,300 | 29.2% |
| Black | 0 | 0.0% | 90 | 1.2% | 490 | 8.2% | 4,050 | 33.6% |
| Asian | 225 | 2.0% | 230 | 3.1% | 22,780 | 18.4% | 29,875 | 38.5% |
| American Indian | 15 | 0.1% | 0 | 0.0% | 230 | 19.7% | 355 | 42.2% |
| Pacific Islander | 0 | 0.0% | 0 | 0.0% | 80 | 7.6% | 565 | 41.2% |
| Hispanic | 164 | 1.5% | 470 | 6.3% | 25,145 | 25.6% | 79,700 | 52.0% |
| **Total Households** | 1,174 | 10.5% | 2,150 | 29.1% | 96,285 | 16.2% | 168,845 | 38.2% |

*Data not available for Other at County level

Table CP-19 below shows proportions of units with housing problems and severe housing problems for the City of Aliso Viejo and Orange County. The CHAS data showed that 37.9% (7,030) out of the 18,515 units have housing problems while 18.2% (3,370) have severe housing problems. These figures are significantly less than the County figures, where 42.3% (459,530) out of the County's 1,037,490 total households have housing problems and 26.1% (270,525) have severe housing problems.

Table CP-19: Households with Housing Problems and Severe Housing Problems, CHAS 2015-2019

| | Aliso Viejo | | Orange County | |
|---|---|---|---|---|
| | Housing Problems | Severe Housing Problems | Housing Problems | Severe Housing Problems |
| Owner-Occupied | 3,070 (27.6%) | 1,175 (10.6%) | 196,080 (32.9%) | 98,260 (16.5%) |
| Renter-Occupied | 3,960 (35.6%) | 2,195 (29.7%) | 263,450 (59.6%) | 172,265 (38.9%) |
| Total Households | 7,030 (37.9%) | 3,370 (18.2%) | 459,530 (42.3%) | 270,525 (26.1%) |

Figures CP-42 and CP-43 on the next few pages shows a regional map and local map from the AFFH Data Viewer where see severe housing problems in Orange County by city. As the maps show, he City of Aliso Viejo is categorized to have one of the least proportions of severe housing problems (at approximately 17.9%) compared to the rest of the cities in the County. Cities who experience greater proportions housing units, with more than 40% of households, that have severe housing problems are located on located in the middle of Orange County, with Santa Ana having the highest proportion of its housing units with severe housing problems at 46.6% and Midway City at 45.3%.

Figure CP-42: Percent of Households with Four Severe Housing Problems by City, Orange County, CHAS 2019

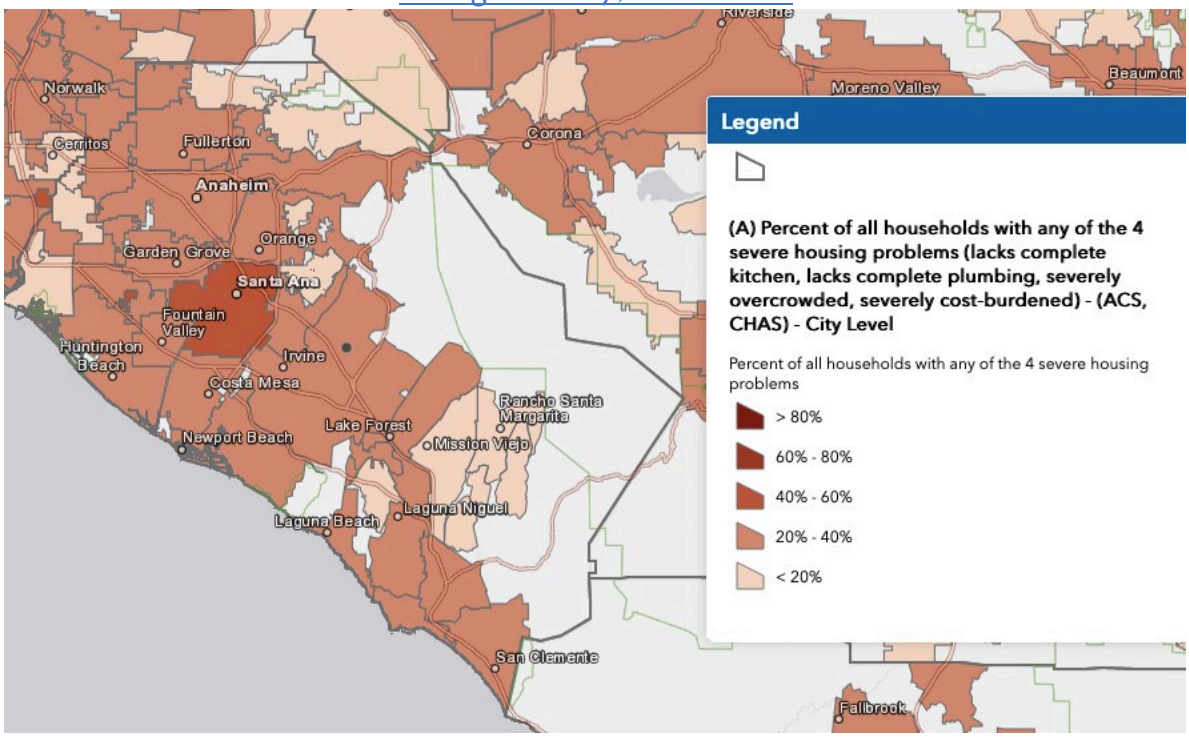
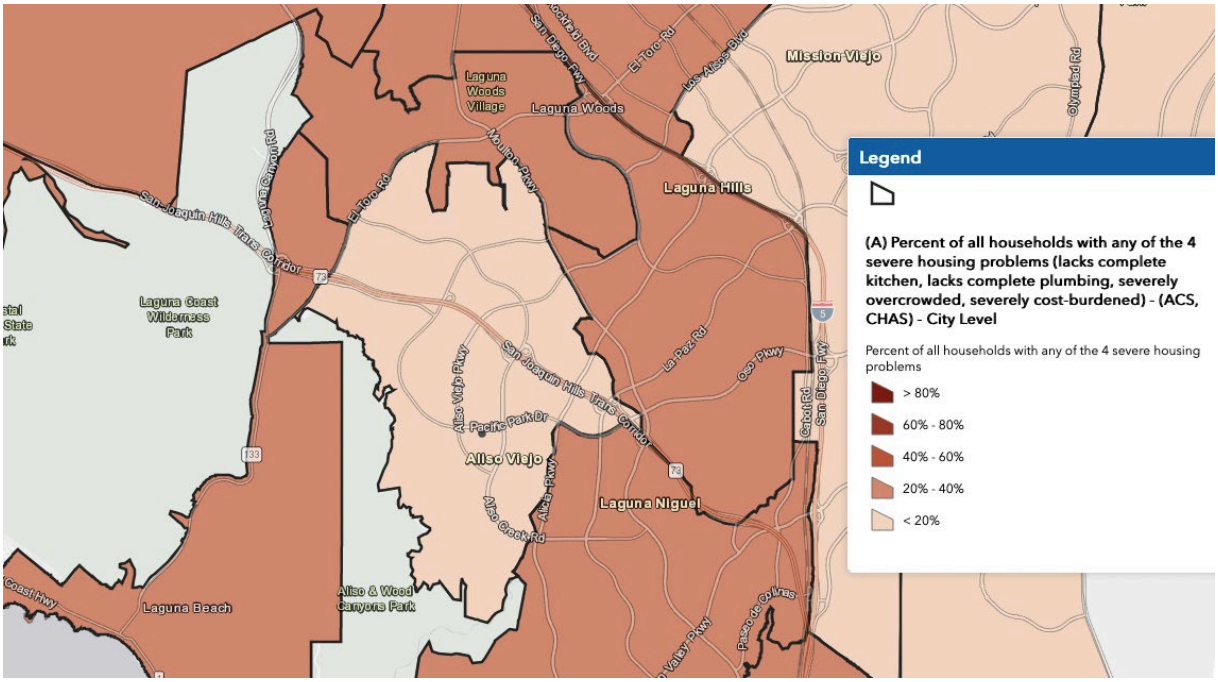



Figure CP-43: Percent of Households with Four Severe Housing Problems by City – Aliso Viejo (CHAS 2019)



The City estimates that less than 2 percent of homes in Aliso Viejo are in substandard condition based on American Home Survey (AHS) data. According to AHS, there are 219 homes without any fuel used, 19 homes without complete plumbing facilities, 191 homes lacking complete kitchen facilities, and 223 without telephone services.

Housing age is frequently used as an indicator of housing condition and rehabilitation needs. In general, residential structures over 30 years of age require minor repairs and modernization improvements, while units over 50 years of age are likely to require major rehabilitation such as roofing, plumbing, and electrical system repairs. Table CP-20 below shows housing unit age, broken down by three age-ranges, for the City of Aliso Viejo, Orange County, and the 10 census tracts that overlay Aliso Viejo. As the newest City in Orange County, the majority of the City's housing is less than 30 years old. As the table shows, approximately 65.1 percent of the City's housing is less than 30 years old, while less than 3 percent of the housing is older than 50 years. These numbers show that the majority of the City's housing stock is younger in age and likely do not require major rehabilitation soon.

Please note that Table CP-20 below is based on 2015-2019 ACS data. The estimates of total housing units for the City of Aliso Viejo is slightly different and greater than previous estimated numbers because this number includes housing units that are both occupied and unoccupied. In addition, ACS did not have data available at the City level (or Place) for 2014-2018 and 2015-2019. So the numbers of housing given here are based on the summation of all census tracts that overlay Aliso Viejo.

Table CP-20: Percent of Housing Units Built by Year, by Census Tracts

| | Year Built | | | |
|---|---|---|---|---|
| Geography | 1969 or earlier (50+ years) | 1970-1989 (30-40 years) | 1990 or later (<30 years) | Total Housing Units |
| **Aliso Viejo** | **2.81%** | **32.1%** | **65.1%** | **21,475** |
| Census Tract 423.20 | 3.04% | 79.6% | 17.3% | 2,631 |
| Census Tract 626.33 | 0.96% | 3.64% | 95.4% | 1,869 |
| Census Tract 626.34 | 1.31% | 48.2% | 50.5% | 2,051 |
| Census Tract 626.35 | 1.47% | 23.0% | 75.5% | 1,695 |
| Census Tract 626.36 | 1.24% | 37.6% | 61.2% | 1,527 |
| Census Tract 626.37 | 0.64% | 24.4% | 74.9% | 2,508 |
| Census Tract 626.38 | 4.53% | 14.4% | 81.1% | 2,516 |
| Census Tract 626.39 | 0.54% | 10.2% | 89.3% | 2,773 |
| Census Tract 626.40 | 0.59% | 26.1% | 73.3% | 1,684 |
| Census Tract 626.41 | 12.6% | 48.5% | 38.9% | 2,221 |
| **Orange County** | **37.4%** | **37.0%** | **25.5%** | **1,118,148** |

The table above shows one track that has the highest number of housing units that more than 50 or more years of age. This tract is 626.21, which is located on the north side of Aliso Viejo. Having a high number of older units mean that units tend to be affordable and

often correlates with having an increased number of overcrowded households as well as substandard housing conditions. According to local knowledge, the northeast portion of the City, known as Via Iglesia, differs from the remainder of Aliso Viejo in many ways. The Via Iglesia neighborhood was annexed from the County during incorporation but was not part of the City's original master plan. Via Iglesia consists of a series of fourplexes, unlike other areas of the City, and is largely Hispanic with its own community center and park. It consists of an older housing stock with lower incomes, and likely requires additional ~~investment~~ rehabilitation to maintain the quality of homes.

In addition, staff also conducted a windshield survey on the City in November of 2021. It is estimated that 75% of the City's residential area was surveyed. The areas that were predominantly not included were gated communities.

Of the developments visited, the majority had no visible issues. For those that did have some level of disrepair, the most common issue was chipped or peeling paint (4 instances). Next were fencing issues (3), deteriorated fascia (2), dead or dying landscaping (2), and single instances of roof damage, cracks and general disrepair.

The data above does not include the Via Iglesia neighborhood, where the City found widespread instances of peeling fascia, cracks on garage doors, peeling/chipping paint; older roofs that may require repair or replacement; overflowing dumpsters, illegal electrical wiring, original HVAC systems, fencing in disrepair and possible illegal construction. With these widespread issues in one neighborhood, the Via Iglesia community may be suitable for a housing revitalization grant program through use of CDBG funds.

In conclusion, the majority of the City of Aliso Viejo's residential buildings are less than 30 years old and occurrence of substandard housing conditions are likely to be low given this young housing stock. In addition, the data from AHS and ACS provides estimates of substandard housing conditions but these data have large margins of errors. The City has also reviewed the number of occurrences on substandard code enforcement cases and found that they have had two reports of substandard conditions in 2022 and 2023. They did not have any reports of substandard conditions in 2021.

~~Table CP-45~~

~~Number of Housing Units by Year Built, Aliso Viejo~~

| ~~Year Structure Built~~ | ~~Number~~ | ~~Margin of Error~~ | ~~Percentage~~ | ~~Margin of Error~~ |
|---|---|---|---|---|
| ~~Built 2014 or later~~ | ~~257~~ | ~~±75~~ | ~~1.3%~~ | ~~±0.4~~ |
| ~~Built 2010 to 2013~~ | ~~515~~ | ~~±133~~ | ~~2.6%~~ | ~~±0.7~~ |
| ~~Built 2000 to 2009~~ | ~~2,260~~ | ~~±279~~ | ~~11.5%~~ | ~~±1.5~~ |
| ~~Built 1990 to 1999~~ | ~~10,623~~ | ~~±484~~ | ~~54.2%~~ | ~~±2.1~~ |
| ~~Built 1980 to 1989~~ | ~~4,799~~ | ~~±332~~ | ~~24.5%~~ | ~~±1.6~~ |
| ~~Built 1970 to 1979~~ | ~~795~~ | ~~±171~~ | ~~4.1%~~ | ~~±0.9~~ |
| ~~Built 1960 to 1969~~ | ~~153~~ | ~~±91~~ | ~~0.8%~~ | ~~±0.5~~ |

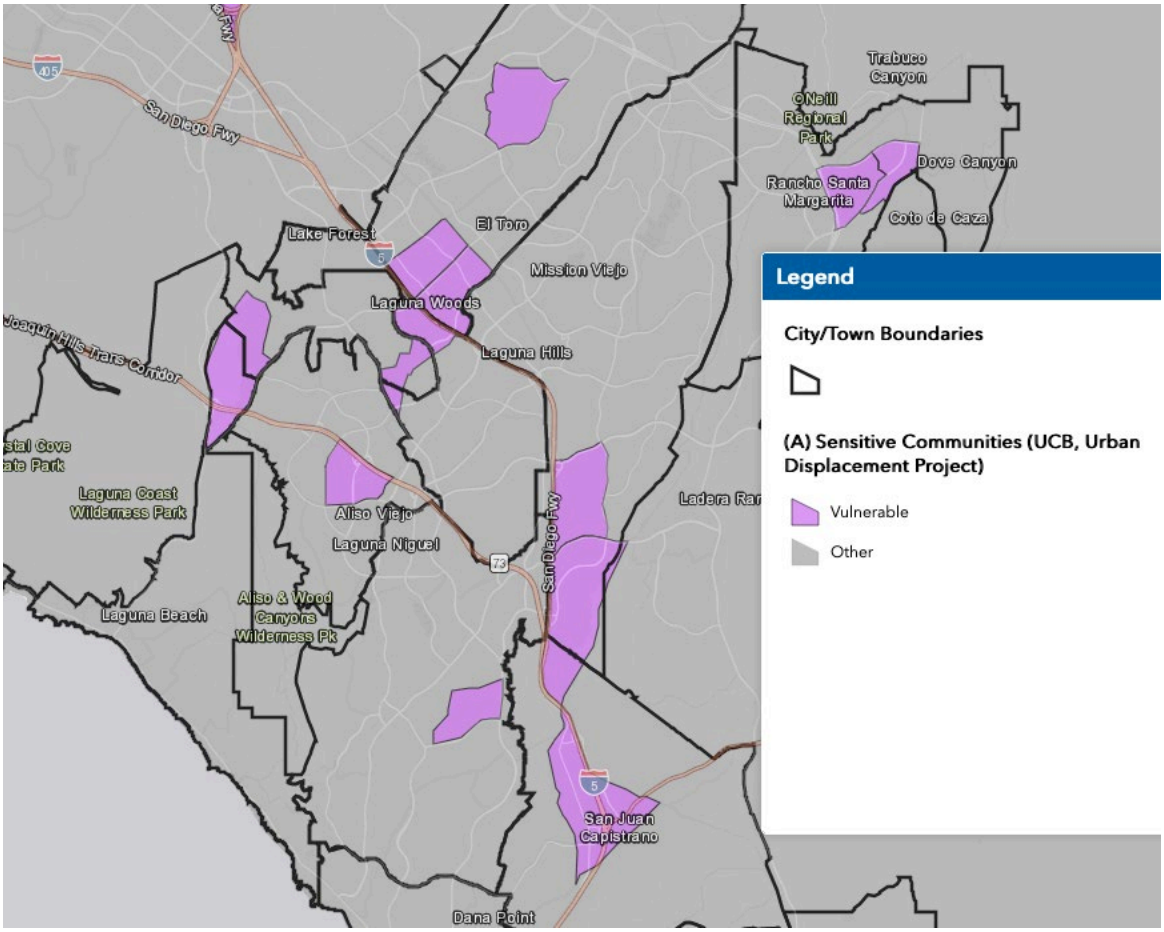
| Year Structure Built | Number | Margin of Error | Percentage | Margin of Error |
|---|---|---|---|---|
| Built 1950 to 1959 | 155 | ±96 | 0.8% | ±0.5 |
| Built 1940 to 1949 | 41 | ±48 | 0.2% | ±0.2 |
| Built 1939 or earlier | 9 | ±13 | 0.0% | ±0.1 |
| **Total housing units** | 19,607 | ±384 | 19,607 | – |

## Displacement Risk

UC Berkeley's Urban Displacement Project (2018) defines residential displacement as "the process by which a household is forced to move from its residence – or is prevented from moving into a neighborhood that was previously accessible to them because of conditions beyond their control." As part of this project, the Urban Displacement Project includes an interactive map that displays changes in neighborhood characteristics that may indicate displacement (Figure CP-17).

The research has identified populations vulnerable to displacement (named "sensitive communities") in the event of increased redevelopment and drastic shifts in housing cost. They defined vulnerability based on the share of low-income residents per tract and other criteria including: share of renters is above 40%, share of people of color is more than 50%, share of low-income households severely rent burdened, and proximity to displacement pressures. Displacement pressures were defined based on median rent increases and rent gaps. As shown in Figure CP-44 on the next page, there are several tracts or communities that are identified as sensitive communities vulnerable to displacement in cities around Aliso Viejo and Orange County. This correlates with higher shares of renters who experience cost burden. Two key factors in visualizing displacement are the loss of low-income households and increases in rent. One area in Aliso Viejo is identified as being at-risk in the center of the City, south of the 73 Toll Road. There is a larger area identified as at-risk on the map; however, that is in a Census tract in an adjacent City.

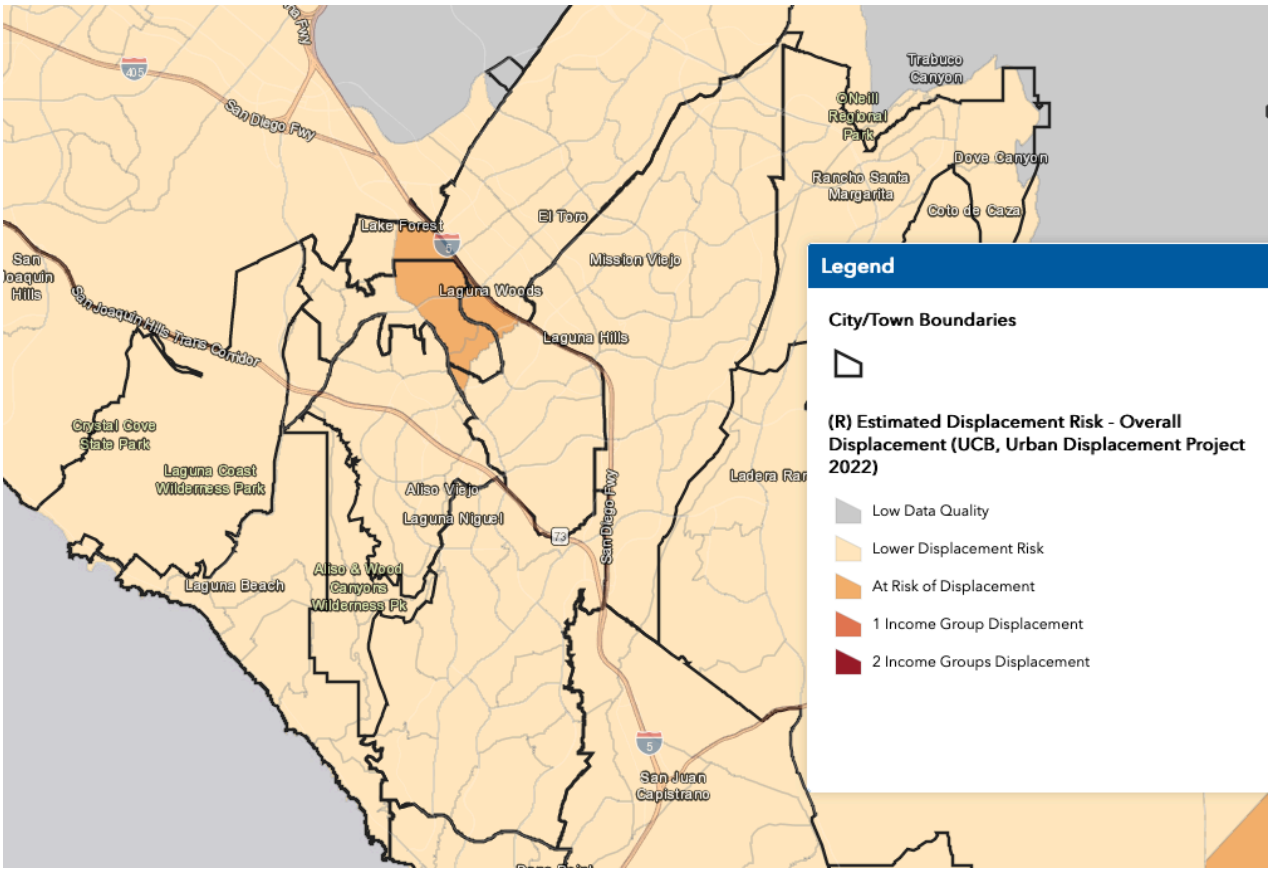
Figure CP-44: Sensitive Communities in Aliso Viejo and Surrounding Cities




In addition, UC Berkley's Urban Displacement project also created an Estimated Displacement Risk (EDR) model for California, which identifies varying levels of displacement risk for low-income renter households in all census tracts in the state from 2015 to 2019. The model uses machine learning to determine which variables are most strongly related to displacement at the household level and to predict tract-level displacement risk statewide while controlling for region. UDP defines displacement risk as a census tract with characteristics which, according to the model, are strongly correlated with more low-income population loss than gain. In other words, the model estimates that more low-income households are leaving these neighborhoods than moving in.

Figure CP-45 on the next page is a map showing a conservative estimate of low-income loss and is used as a tool to help identify housing vulnerability. Dissimilar to the previous figure, Aliso Viejo shows tracts that appears to have a very low-risk of displacement. This correlates with lower proportions of households that are overcrowded and housing cost-burdened in the City as described in previous sections.

Figure CP-45: Estimated Displacement Risk in Aliso Viejo and Surrounding Cities




Knowing the population of individuals experiencing homelessness is a good indicator for displacement risk in communities. This information helps us understand where individuals have been observed, what reasons have led them to experience homelessness, and any additional special needs, such as health care.

The County of Orange's latest point-in-time count in 2022 has counted 3,057 homeless unsheltered individuals and 2,661 sheltered homeless. (For more information on the results of this point-in-time count, please see the "2022 Point in Time Summary Infographic" at http://ochmis.org/point-in-time-count-pit/.) Disabling conditions reported among these figures found that approximately 29.5% of unsheltered homeless individuals and 28.1% of sheltered homeless individuals have mental health issues. They also found that 41.5% of unsheltered and 20.2% of sheltered homeless individuals have substance use issues and 32.2% of unsheltered and 24.9% of sheltered homeless individuals have a physical disability.

The County of Orange divides the County by three service planning areas. Figure CP-46 on the next page shows a copy of the tables reported for the 2022 point-in-time count. As the table shows, Aliso Viejo has a total of 17 homeless individuals counted. This figure shows that cities in the South Service Planning Area where Aliso Viejo resides has a lower count compared to the North and Central Planning Area of Orange County.

Figure CP-46: 2022 Point in Time Count from County of Orange

| City | Unsheltered | Sheltered | Total |
|---|---|---|---|
| Anaheim | 485 | 589 | **1,074** |
| Brea | 24 | 0 | **24** |
| Buena Park | 85 | 181 | **266** |
| Cypress | 28 | 0 | **28** |
| Fullerton | 202 | 70 | **272** |
| La Habra | 45 | 0 | **45** |
| La Palma | 8 | 0 | **8** |
| Los Alamitos | 4 | 9 | **13** |
| Orange | 134 | 116 | **250** |
| Placentia | 31 | 167 | **198** |
| Stanton | 62 | 148 | **210** |
| Villa Park | 0 | 0 | **0** |
| Yorba Linda | 4 | 0 | **4** |
| County Unincorporated | 1 | 0 | **1** |
| Domestic Violence Programs | | 26 | **26** |
| **North Service Planning Area** | **1,113** | **1,306** | **2,419** |

| City | Unsheltered | Sheltered | Total |
|---|---|---|---|
| Costa Mesa | 150 | 58 | **208** |
| Fountain Valley | 38 | 0 | **38** |
| Garden Grove | 278 | 113 | **391** |
| Huntington Beach | 188 | 142 | **330** |
| Newport Beach | 96 | 0 | **96** |
| Santa Ana | 508 | 482 | **990** |
| Seal Beach | 8 | 0 | **8** |
| Tustin | 86 | 232 | **318** |
| Westminster | 159 | 0 | **159** |
| County Unincorporated | 11 | 36 | **47** |
| Domestic Violence Programs | | 129 | **129** |
| **Central Service Planning Area** | **1,522** | **1,192** | **2,714** |

| City | Unsheltered | Sheltered | Total |
|---|---|---|---|
| Aliso Viejo | 13 | 4 | **17** |
| Dana Point | 27 | 0 | **27** |
| Irvine | 60 | 0 | **60** |
| Laguna Beach | 28 | 55 | **83** |
| Laguna Hills | 12 | 0 | **12** |
| Laguna Niguel | 29 | 0 | **29** |
| Laguna Woods | 7 | 0 | **7** |
| Lake Forest | 65 | 11 | **76** |
| Mission Viejo | 26 | 2 | **28** |
| Rancho Santa Margarita | 7 | 0 | **7** |
| San Clemente | 81 | 50 | **131** |
| San Juan Capistrano | 65 | 0 | **65** |
| County Unincorporated | 2 | 0 | **2** |
| Domestic Violence Programs | | 41 | **41** |
| **South Service Planning Area** | **422** | **163** | **585** |

In addition, the County of Orange provided point-in-time count results from 2019 to 2022. Figure CP-47 below shows these comparisons for the South Service Planning Area where Aliso Viejo and its neighboring cities reside in. As the table below shows, the count shows that there are 12 more unsheltered individuals counted in 2022 than in 2019 and an additional of 4 sheltered individuals. Together, this shows a 1,600% increase. Even though there has been an increase in both sheltered and unsheltered individuals in Aliso Viejo, regionally, we see a decrease in counts. Housing provided for these individuals by the County are emergency shelter, transitional housing, rapid rehousing, and safe havens.

Figure CP-47: 2019 and 2022 Results Comparison for South Service Planning Area

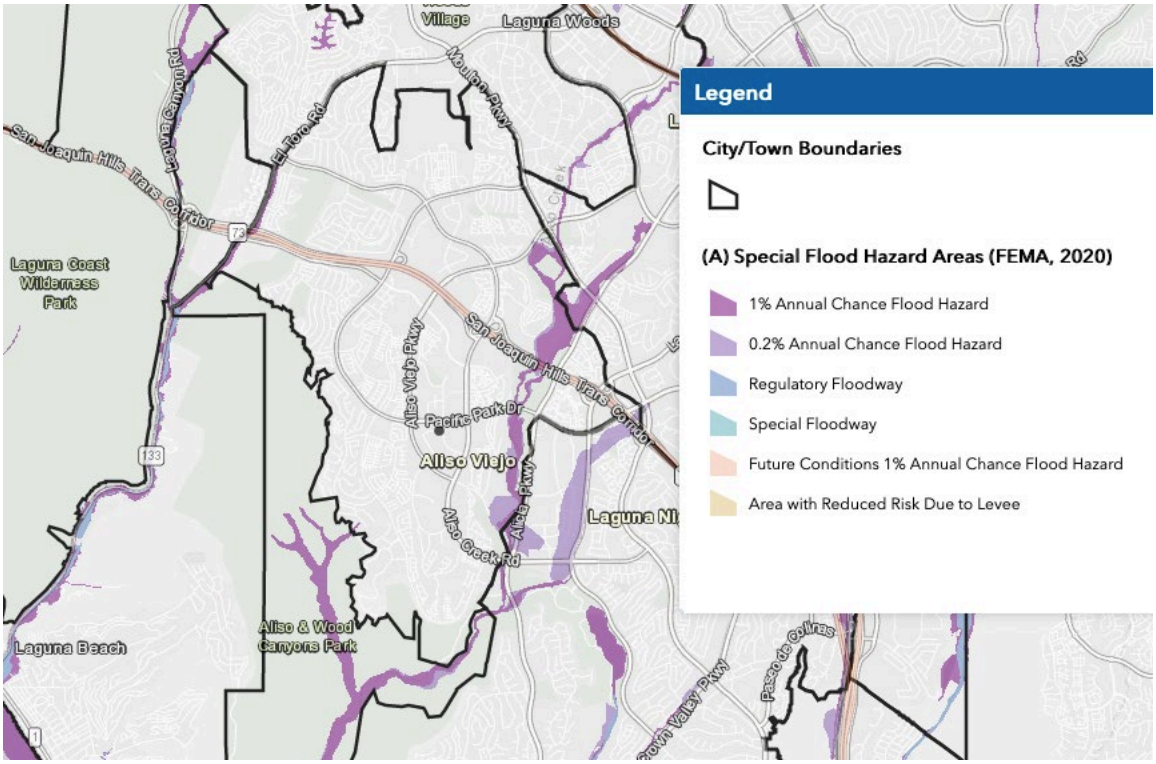
**COMPARISON OF 2019 AND 2022 POINT IN TIME COUNT – CITY BY CITY**

| | 2019 Unsheltered | 2022 Unsheltered | Comparison | | 2019 Sheltered | 2022 Sheltered | Comparison | | 2019 Total | 2022 Total | Comparison | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | # | # | # | % | # | # | # | % | # | # | # | % |
| Aliso Viejo | 1 | 13 | 12 | 1200.00% | 0 | 4 | 4 | | 1 | 17 | 16 | 1600.00% |
| Dana Point | 32 | 27 | -5 | -15.63% | 0 | 0 | 0 | | 32 | 27 | -5 | -15.63% |
| Irvine | 127 | 60 | -67 | -52.76% | 3 | 0 | -3 | -100.00% | 130 | 60 | -70 | -53.85% |
| Laguna Beach | 71 | 28 | -43 | -60.56% | 76 | 55 | -21 | -27.63% | 147 | 83 | -64 | -43.54% |
| Laguna Hills | 24 | 12 | -12 | -50.00% | 0 | 0 | 0 | | 24 | 12 | -12 | -50.00% |
| Laguna Niguel | 7 | 29 | 22 | 314.29% | 3 | 0 | -3 | -100.00% | 10 | 29 | 19 | 190.00% |
| Laguna Woods | 5 | 7 | 2 | 40.00% | 0 | 0 | 0 | | 5 | 7 | 2 | 40.00% |
| Lake Forest | 76 | 65 | -11 | -14.47% | 36 | 11 | -25 | -69.44% | 112 | 76 | -36 | -32.14% |
| Mission Viejo | 22 | 26 | 4 | 18.18% | 9 | 2 | -7 | -77.78% | 31 | 28 | -3 | -9.68% |
| Rancho Santa Margarita | 15 | 7 | -8 | -53.33% | 0 | 0 | 0 | | 15 | 7 | -8 | -53.33% |
| San Clemente | 96 | 81 | -15 | -15.63% | 49 | 50 | 1 | 2.04% | 145 | 131 | -14 | -9.66% |
| San Juan Capistrano | 62 | 65 | 3 | 4.84% | 0 | 0 | 0 | | 62 | 65 | 3 | 4.84% |
| County Unincorporated | 0 | 2 | 2 | | 0 | 0 | 0 | | 0 | 2 | 2 | |
| DV Program | | | | | 49 | 41 | -8 | -16.33% | 49 | 41 | -8 | -16.33% |
| **South Service Planning Area Total** | **538** | **422** | **-116** | **-21.56%** | **225** | **163** | **-62** | **-27.56%** | **763** | **585** | **-178** | -23.33% |

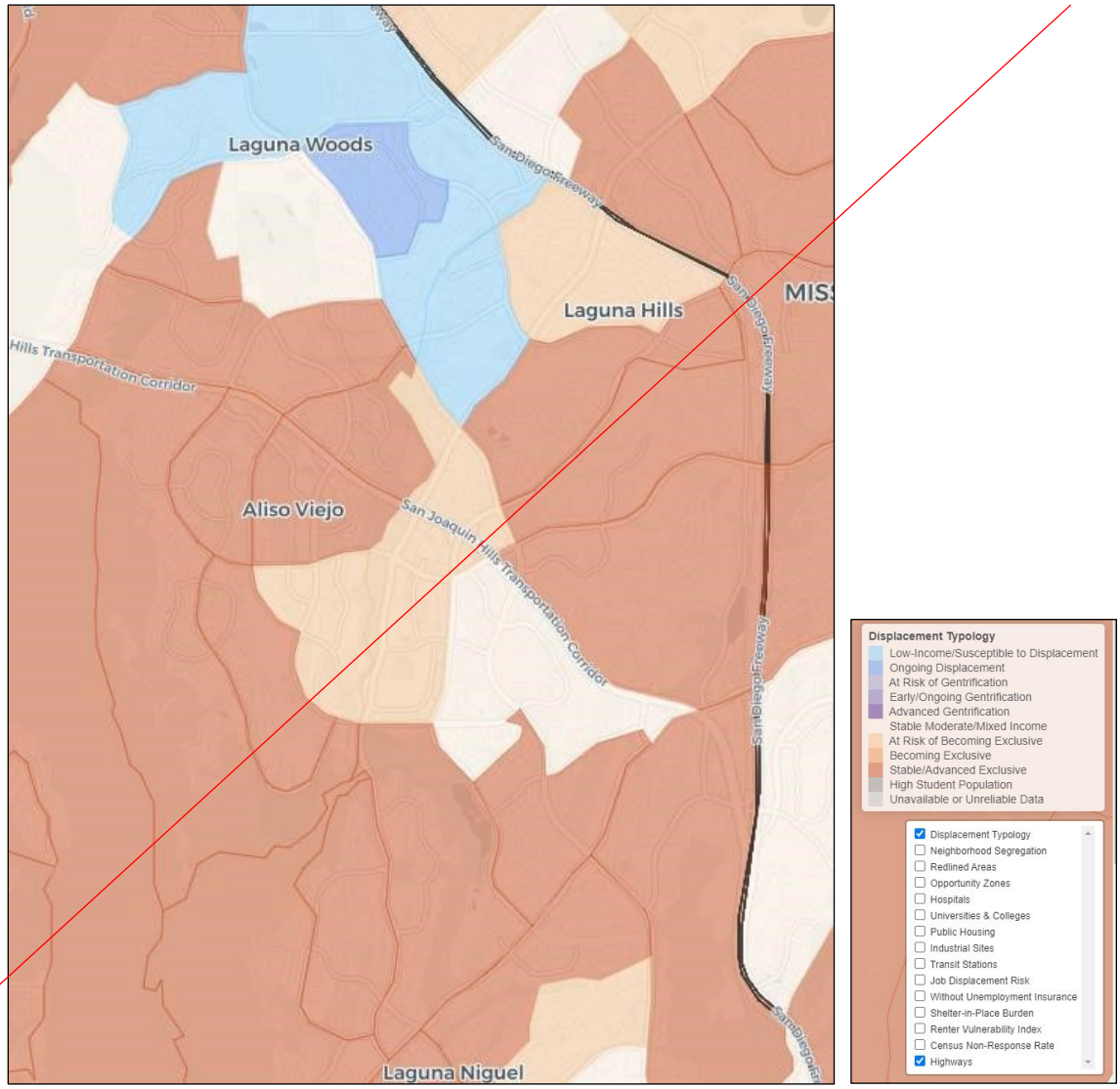
Displacement due to environmental hazards is quite possible in Aliso Viejo. Please refer to the City's Safety Element (https://avcity.org/DocumentCenter/View/395/Safety-Element-PDF) which provides detailed information on possible natural hazards residents may experience and thus displaced.

According to the Safety Element, Aliso Viejo's developed properties and open spaces may be threatened by wildland fires because the City is surrounded by natural vegetation communities, including brush-covered canyons and hillsides. Floods are also a potential in Aliso Viejo since Aliso Creek and Wood Canyon Channels are the prior primary north to south regional drainage systems passing through the City. Figure CP-48 on the next page shows areas in Aliso Viejo (mainly on the east side) where there is a 1% and a 0.2% annual chance flood hazard. This data was obtained from the Federal Emergency Management Agency (FEMA). The City of Aliso Viejo has goals, policies, and programs in place to protect lives and property of the residents and visitors of Aliso Viejo from unnecessary risk due to wildfires and flooding as outlined in the Safety Element.

Figure CP-48: Special Flood Hazard Areas – Aliso Viejo (2020)



~~Figure CP-17~~
Displacement Typology, Aliso Viejo




~~Other Data~~

~~Tenure – Aliso Viejo's households are primarily homeowners. According to AHS data, just over 60 percent of households are owners while almost 40 percent are renters.~~

## OUTREACH

The City of Aliso Viejo has recently hired a Public Information Officer/Management Analyst. A large portion of the job duties include updating the City's website, keeping residents and stakeholders current on City events through social media and producing a weekly e-News newsletter. Through this position and their responsibilities, the City intends to engage residents, businesses and other stakeholders in a more robust fashion.

## ~~LOCAL DATA AND KNOWLEDGE~~ (Moved to Substandard Conditions)

~~The northeast portion of the City, known as Via Iglesia, differs from the remainder of Aliso Viejo in many ways. The Via Iglesia neighborhood was annexed from the County during incorporation but was not part of the City's original master plan. Via Iglesia consists of a series of fourplexes, unlike other areas of the City, and is largely Hispanic with its own community center and park. It consists of an older housing stock with lower incomes, and requires additional investment to maintain the quality of homes.~~

~~Staff also conducted a windshield survey on the City in November of 2021. It is estimated that 75% of the City's residential area was surveyed. The areas that were predominantly not included were gated communities.~~

~~Of the developments visited, the majority had no visible issues. For those that did have some level of disrepair, the most common issue was chipped or peeling paint (4 instances). Next were fencing issues (3), deteriorated fascia (2), dead or dying landscaping (2), and single instances of roof damage, cracks and general disrepair.~~

~~The data above does not include the Via Iglesia neighborhood, where the City found widespread instances of peeling fascia, cracks on garage doors, peeling/chipping paint; older roofs that may require repair or replacement; overflowing dumpsters, illegal electrical wiring, original HVAC systems, fencing in disrepair and possible illegal construction. With these widespread issues, the Via Iglesia community may be suitable for a housing revitalization grant program through use of CDBG funds.~~

# SUMMARY OF FAIR HOUSING ISSUES AND SITES INVENTORY

The next table (and figure) shows sites inventory in the Census Tracts that overly the City of Aliso Viejo. The first table shows the site inventory list by Census Block Group and the following table shows the total number of RHNA units with respect to AFFH variables. Note that the table does not include information for sensitive communities and for severe housing problems due to the lack of data at the Census Block Group level. Given the AFFH analysis above and the table on the next page, the following provides a summary of the AFFH analysis and how the sites inventory may or may not exacerbate AFFH conditions:

## Integration and Segregation~~: Race and Income~~

Census tracts with the highest concentration of minorities and low/moderate-income population (LMI) are located in the northeastern part of the City. The sites inventory identified sites outside this area to offer additional opportunities for lower-income housing in areas with higher opportunity.

The communities of City of Aliso Viejo, especially at the Census Tract and Census Block Group level, have sizable proportions of Whites, majorly diverse, and does not have any concentrations of racial/ethnic minorities. According to Table CP-21, there are two census tracts where ethnicity Hispanic population is greater than 20%. These are Census Tracts 423.20 (at 34.7%) and 626.36 (at 26.6%), which have slightly sizable proportions. Furthermore, the City's residential sites inventory used to meet the 2021-2029 RHNA does not disproportionally concentrate lower or moderate income units in these tracts. There are no moderate income units located in tracts where racial/ethnic minorities make up 20-40% of the population. In addition, there are no lower income units located within these tracts.

There are no tracts in the City where the proportion of the population with a disability is higher than 20%; therefore, the City's RHNA strategy will not exacerbate concentration of disabled groups.

As seen under Familial Status above, the majority of the census tracts have high proportions of households where children live in married couple households. One census tract, 626.40, has a high proportion of children living in a single-parent female-headed household at 31.1%. There are 60 RHNA units in this tract. Since segregation on the basis of familial status is generally not an issue in Aliso Viejo, the RHNA units will not concentrate particular households with specific familial status.

There is one concentration of block groups that is considered an LMI area where more than 50% of households belong to low or moderate income groups. These are block groups in Census Tract 423.20. There are no RHNA sites in this tract.

## Racially/Ethnically Concentrated Areas of Poverty and Affluence

There are no R/ECAPs or TCAC-designated areas of high segregation and poverty in Aliso Viejo. While no racially/ethnically concentrated areas of poverty (per HUD's definition) were found in Aliso Viejo, some tracts with a high concentration of minorities and LMI populations were found in the northeastern part of the City. Census Tract 626.33 can be considered a concentrated area of affluence as it has a large proportion of White population and the highest range in median income. Some sites feasible for lower-income housing and residential recycling sites identified in the sites inventory are in located in more affluent areas. However, sites identified in the sites inventory are locations with more access to opportunities.

## Access to Opportunity

All tracts in the City are designated as highest resource areas. There are no areas in the City with very poor environmental conditions. Therefore, the City's residential sites does not disproportionately concentrate units in low resource areas or expose units to significantly degraded environmental conditions.

~~Based on the TCAC/HCD Opportunity Maps, the City is categorized as moderate resource to highest resources levels. The sites identified in the site inventory are located in tracts identified as high resource and highest resource. In addition, the City has identified properties in its sites inventory located all around the City.~~

## Disproportionate Housing Needs

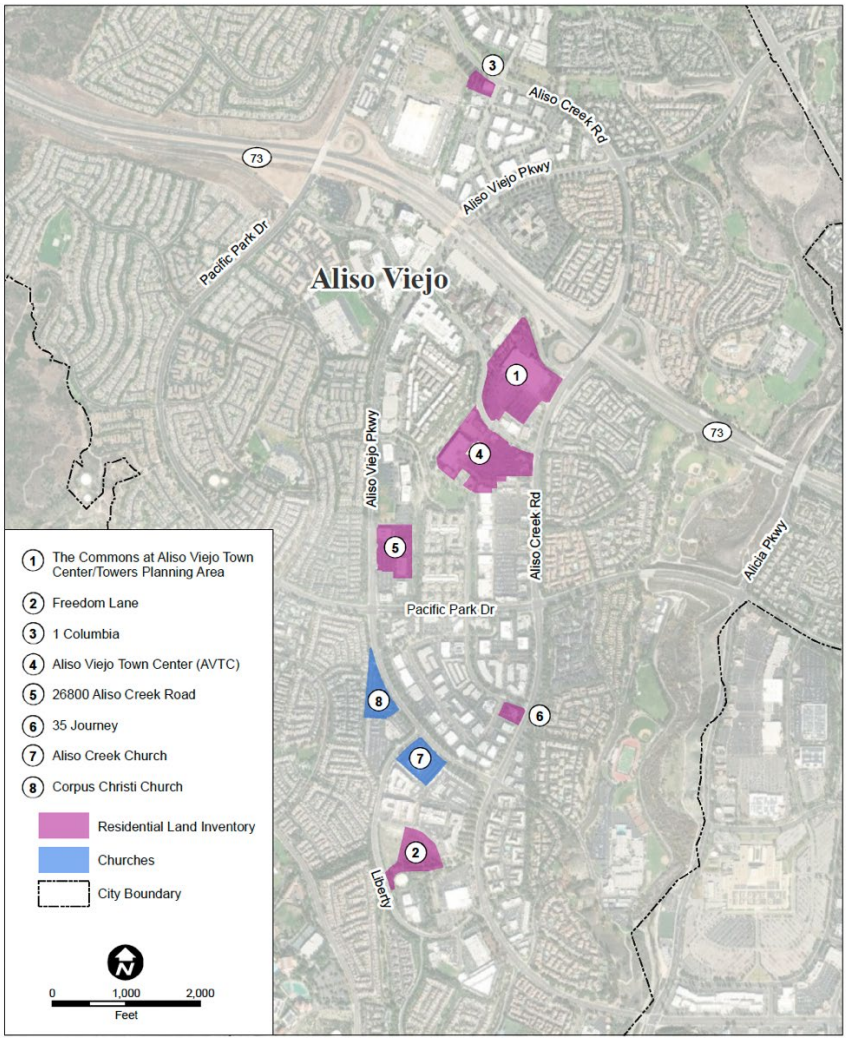
The fair housing assessment found Black (non-Hispanic) households have a higher percentage of households with problems at 61.84% in comparison to the County's 48.29% Black (non-Hispanic) households with problems. The sites inventory identified sites in high opportunity areas to provide access to opportunities and mitigate the disproportional housing needs.

The proportion of overpaying renters has generally slightly increased in the tracts in Aliso Viejo. According to the data provided by the AFFH Data Viewer, most tracts have proportions of cost burdened renters between 40 to 60%. The Census Tract with the highest proportion of cost burdened renters is Census Tract 626.39 at 70.2%. This tract

contains three sites to meet the City's RHNA, potentially adding 478 lower income units. This tract also has one of the highest proportions of populations with a disability (at 7%). There are no tracts where more than 8.2%, the Statewide average, of households are overcrowded. The City's RHNA strategy provides opportunities to introduce affordable housing in this tract.

The City's residential neighborhoods are virtually built out, and future residential development will likely occur within the City's mixed-use overlay. This RHNA strategy relies on underutilized office properties where residential uses would be permitted, as anticipated through a residential overlay zone. The locations of the candidate sites to accommodate future housing needs are distributed through the city as shown in the following map (Figure CP-49).

Figure CP-49: Site Inventory in Aliso Viejo



## Table CP-21: AFFH Table and Identified Sites in Census Tracts that Overlay Aliso Viejo, CA

| Census Tract (CT) | Site | Total Capacity (Units) | Income Distribution | | | Total Hsg. Units | # of HHs in CT | % Non-White | % His-panic | TCAC Opp. Cat. | % Dis-ability | % LMI HHs | % Overpay Renters | RCAA? | % Overpay Owners | Displacement Risk? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Lower | Moderate | Above Moderate | | | | | | | | | | | |
| 423.20 | | | | | | 2,631 | 2,532 | 50.6% | 34.7% | Highest | 3.9% | 51.2% | 60.2% | N | 38.0% | N |
| 626.33 | | | | | | 1,869 | 1,813 | 31.4% | 10.5% | Highest | 4.6% | 12.5% | 45.7% | Y | 22.4% | N |
| 626.34 | 1 Columbia | **60** | **36** | **6** | **18** | 2,051 | 1,932 | 34.6% | 13.4% | Highest | 4.5% | 23.9% | 42.7% | Y | 38.7% | N |
| 626.35 | | | | | | 1,695 | 1,637 | 38.3% | 4.4% | Highest | 6.8% | 19.1% | 50.5% | Y | 36.8% | N |
| 626.36 | | | | | | 1,527 | 1,412 | 48.2% | 26.6% | Highest | 11.2% | 38.5% | 52.7% | N | 44.5% | N |
| 626.37 | The Commons | **362** | **18** | **18** | **326** | 2,508 | 2,327 | 38.9% | 6.7% | Highest | 8.1% | 30.7% | 50.7% | N | 46.7% | Y |
| | Aliso Viejo Town Center | **518** | **350** | **168** | **0** | | | | | | | | | | | |
| | 26800 Aliso Creek Road | **210** | **126** | **21** | **63** | | | | | | | | | | | |
| | ***Sub Total*** | ***1,076*** | ***480*** | ***207*** | ***389*** | | | | | | | | | | | |
| 626.38 | | | | | | 2,516 | 2,403 | 47.1% | 18.4% | Highest | 4.3% | 32.4% | 51.0% | N | 36.7% | N |
| 626.39 | Freedom Lane | **509** | **340** | **169** | **0** | 2,773 | 2,619 | 40.9% | 3.6% | Highest | 7.0% | 17.3% | 70.2% | Y | 27.4% | N |
| | Aliso Creek Church | **101** | **68** | **33** | **0** | | | | | | | | | | | |
| | Corpus Christi Church | **108** | **72** | **36** | **0** | | | | | | | | | | | |
| | ***Sub Total*** | ***718*** | ***478*** | ***239*** | ***0*** | | | | | | | | | | | |
| 626.40 | 35 Journey | **60** | **36** | **6** | **18** | 1,684 | 1,571 | 36.8% | 16.5% | Highest | 3.9% | 48.9% | 52.9% | N | 42.9% | N |
| 626.41 | | | | | | 2,221 | 2,024 | 44.8% | 2.0% | Highest | 13.8% | 47.7% | 65.4% | N | 28.4% | N |
| | ***TOTAL*** | **1,914** | **1,030** | **458** | **495** | | | | | | | | | | | |

# IDENTIFICATION OF TOP FAIR HOUSING ISSUES AND CONTRIBUTING FACTORS

According to HCD, a fair housing issue is a condition in a geographic area of analysis that restricts fair housing choice or access to opportunity. The following summarizes the top three fair housing issues along with its contributing factors in Aliso Viejo:

### 1. ~~Insufficient and Inaccessible Housing Options in High Opportunity Areas~~ Housing Disparities for Low-Income Residents and Displacement Risk

As seen in the AFFH analysis above, Aliso Viejo offers housing in the highest opportunity areas. However, the City was incorporated in 2001 and most of its residential developments are young, being built in the last 30 years. Often both affordable housing stock and aging housing stock are present in cities that provide affordable housing for all various income levels and family compositions, not so in Aliso Viejo. Therefore, Aliso Viejo has identified that they have insufficient affordable housing options for low-income residents. Identifying this issue means that low-income residents and those who are in the protected classes can be at risk of displacement or experience housing cost burdens that would affect other aspects of their daily lives.

In addition, the analysis on data concerning housing cost burden, overcrowding, housing problems, and displacement risk, shows that a couple of communities (or few Census Tracts) have struggling low-income residents. Thus, Aliso Viejo can assist residents by tackling contributing factors (listed below) as outlined in the program. The AFFH analysis, along with the 2020 AI, have found ~~there was a need~~ opportunities to expand access of opportunity for people who identify with any protected classes and protect residents from displacement. One of the ways to address the issue of insufficiency of affordable homes, besides developing more affordable housing units, is to see if the OC Housing Authority can increase opportunities for residents to obtain Housing Choice Vouchers. According to the AFFH Data Viewer, in 2021, there is an estimated 201 housing vouchers distributed to residents.

*Contributing Factors:*

- Location and type of affordable housing
- Lack of access to opportunity due to high housing costs
- ~~Lack of~~ Insufficient fair housing outreach and enforcement
- Availability of affordable housing
- Availability of affordable units in a range of sizes
- Insufficient Housing Choice Vouchers

- Displacement of residents due to economic pressures

### ~~2. Protecting Existing Residents from Displacement~~

~~The analysis found a concentration of households vulnerable to displacement. Based on the AFFH Data Viewer, the households vulnerable to displacement are towards the center of the city.~~

~~*Contributing Factors:*~~

- ~~Displacement of residents due to economic pressures~~
- ~~Availability of affordable housing~~
- ~~Availability of affordable units in a range of sizes~~

### 2. Insufficient Outreach and Education of Existing Resources for Persons with Disabilities and Single Female-headed Households

All the communities in Aliso Viejo have persons with disabilities, which mostly consist less than 10% of the population at the Census Tract level. To address the insufficient number of housing units for persons with disabilities across the county, the City adopted a Housing and Reasonable Accommodation regulation and procedures. In addition, the City has opportunities to encourage the development of affordable housing options with supportive services for persons with disabilities. According to the data used in this analysis on persons with disability, the two major disabilities is ambulatory and cognitive. Moreover, the analysis also found that two Census Tracts have the highest proportions of persons with disabilities (though still remaining less than 20% of the tract's population) and the two correlate with high proportions of elderly living in the tract or veterans. Encouraging development of housing with access to resources, such as transportation and schools, can also help persons with disabilities to access helpful resources.

Aliso Viejo is one of the top two cities, compared to its surrounding cities, to have the most female-headed households, after Laguna Hills. According to the ACS 2014-2018 data, 5.1% of Aliso Viejo's households are female-headed households. Female-headed households who have children, require special consideration and assistance because they are likely to have a greater need for affordable housing, accessible and affordable day care, health care, and supportive services. The City has opportunities to partner with schools and non-profit organizations to outreach and inform female-headed households of the services and resources available to them and their children. In addition, informing them of opportunities to apply for affordable housing, such as the Housing Choice Voucher, can help alleviate financial burdens, such as housing cost burdens.

*Contributing Factors:*

- Insufficient - Lack of outreach and education regarding supportive services for persons with disabilities
- Lack of education regarding ~~access to~~ resources available in the City and County, such as schools, transportation, and other in-home or community resources, for persons with disabilities and single female-headed households

### 3. Substandard Conditions

Although data on housing problems and housing age from the ACS has provided us with estimates that approximately one-third of the housing stock deals with possible substandard conditions, the City of Aliso Viejo has an opportunity to increase the education to understand what housing substandard housing conditions are, how they can be addressed, and what agencies exist to help address these conditions. In addition, based on the windshield survey, Via Iglesia neighborhood had more widespread issues throughout the community in comparison to the rest of the city.

*Contributing Factors:*

- Availability of-affordable and healthy homes for very-low incomes
- Outreach and education on code enforcement
- Cost of repairs or rehabilitation
- Via Iglesia neighborhood have homes in need of repairs

# ~~SUMMARY OF FAIR HOUSING ISSUES AND ACTIONS FOR MITIGATION~~ (MOVED TO PROGRAMS)

~~The following table summarizes fair housing issues in Aliso Viejo and actions the City intends to take to address these issues.~~

| ~~AFH Identified Fair Housing Issues~~ | ~~Contributing Factors~~ | ~~City Actions~~ |
|---|---|---|
| ~~New Housing Options in High Opportunity Areas~~<br>~~- Expand access to opportunity for protected classes~~ | ~~Location and type of affordable housing~~<br>~~Lack of access to opportunity due to high housing costs~~<br>~~Lack of fair housing outreach and enforcement~~<br>~~Availability of affordable housing~~<br>~~Availability of affordable units in a range of sizes~~ | ~~Identify sites in high opportunity areas for new housing development~~<br>~~Explore policies and programs that increase the supply of affordable housing~~<br>~~Through the Fair Housing Foundation, the City will conduct landlord education campaign to educate property owners about State law prohibiting discrimination based on household income~~<br>~~Through the Fair Housing Foundation, the City will provide fair housing education and information to apartment managers and homeowner associations on why denial of reasonable modifications/accommodations is unlawful~~<br>~~Through the Fair Housing Foundation, the City will conduct fair housing outreach to tenants, landlords, property owners, realtors, and property management companies~~ |

| | | |
|---|---|---|
| ~~Protecting Existing Residents from Displacement~~ | ~~Displacement of residents due to economic pressures~~<br>~~Availability of affordable housing~~<br>~~Availability of affordable units in a range of sizes~~ | ~~Attend quarterly OCHA Housing Advisory Committee to enhance the exchange of information regarding the availability, procedures, and policies related to the Housing Assistance Voucher program and regional housing issues~~<br>~~Provide five-year and annual PHA plan certifications~~ |

| ~~AFH Identified Fair Housing Issues~~ | ~~Contributing Factors~~ | ~~City Actions~~ |
|---|---|---|
| ~~Provide Access and Inclusion for Persons with Disabilities~~ | ~~Lack of supportive services for persons with disabilities~~<br>~~Lack of access to resources, such as schools, transportation, and other in-home or community resources, for persons with disabilities~~ | ~~Review and amend if necessary the City's Housing and Reasonable Accommodation regulations and procedures~~ |

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May 19, 2023

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

Dear City Manager David Doyle:

**RE: Failure to Adopt a Compliant 6th Cycle Housing Element – Letter of Inquiry**

The purpose of this letter is to inquire about the status of Aliso Viejo's (City) 6th cycle planning period (6th cycle) housing element pursuant to Government Code section 65588, subdivision (e). As you are aware, the 6th cycle update was due October 15, 2021.

Therefore, the City is out of compliance with State Housing Element Law (Article 10.6 (commencing with section 65580) of Chapter 3 of the Government Code). The California Department of Housing and Community Development (HCD) is requesting the City provide a specific timeline for (1) submitting an updated draft housing element and (2) obtaining compliance with State Housing Element Law no later than June 9, 2023.

**6th Cycle Housing Element Submission and Review History**

The 6th cycle planning period for the City of Aliso Viejo is October 15, 2021, through October 15, 2029. The City failed to adopt a compliant housing element by its 6th cycle due date of October 15, 2021, pursuant to Government Code section 65588. HCD records are as follows:

- On August 19, 2021, the City submitted a draft housing element to HCD for review.
- On October 18, 2021, HCD issued a findings letter to the City noting multiple revisions necessary for the housing element to be compliant with State Housing Element Law.
- On February 1, 2022, the City submitted an element adopted on January 19, 2022, to HCD for review.
- On April 1, 2022, HCD issued a second findings letter to the City noting revisions were still necessary for the housing element to be compliant with State Housing Element Law.

**AB 1398, Statutes of 2021**

Please note, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), a jurisdiction that fails to adopt a compliant housing element within one year from the statutory deadline cannot be found in compliance until any rezones necessary to accommodate a shortfall of sites are completed. (Gov. Code, § 65583, subd. (c)(1)(A), Gov. Code, § 65583.2, subd. (c).)

**Consequences of Noncompliance**

Various consequences may apply if the City does not have a housing element in compliance with State Housing Element Law. First, noncompliance result in ineligibility or delay in receiving state funds that require a compliant housing element as a prerequisite, including, but not limited to, the following:

- Permanent Local Housing Allocation Program
- Local Housing Trust Fund Program
- Infill Infrastructure Grant Program
- SB 1 Caltrans Sustainable Communities Grants
- Affordable Housing and Sustainable Communities Program

Second, jurisdictions that do not meet their housing element requirements may face additional financial and legal ramifications. HCD may notify the California Office of the Attorney General, which may bring suit for violations of State Housing Element Law. Further, state law provides for court-imposed penalties for persistent noncompliance, including financial penalties. For example, Government Code section 65585, subdivision (l)(1), establishes a minimum fine of $10,000 per month, up to $100,000 per month. If a jurisdiction remains noncompliant, a court can multiply those penalties by a factor of six. Other potential ramifications could include the loss of local land use authority to a court-appointed agent.

In addition to these legal remedies available in the courts, under the Housing Accountability Act (Gov. Code, § 65589.5, subd. (d)), jurisdictions without a substantially compliant housing element cannot rely on inconsistency with zoning and general plan standards as a basis for denial of a housing project for very low-, low-, or moderate-income households.[1]

[1] For purposes of the Housing Accountability Act, housing for very low-, low-, or moderate-income households is defined as having at least 20 percent of units set aside for low-income residents or 100 percent of units set aside for middle-income residents. (Gov. Code § 65589.5, subd. (h)(3).)

**Conclusion**

HCD recognizes that, ultimately, state housing laws are effective only with the cooperation of local governments and understands staffing and resource constraints that may hinder efforts to gain compliance. However, housing elements are essential to developing a blueprint for growth and are a vital tool to address California's prolonged housing crisis. Accordingly, state law has established clear disincentives for local jurisdictions that fail to comply with State Housing Element Law. To meet the 6th cycle update requirements, the City must submit a draft housing element to HCD for review, consider HCD's written findings, adopt the housing element, and submit it to HCD for review and determination of substantial compliance. (Gov. Code, § 65585.)

HCD will consider any written response before taking further action authorized by Government Code section 65585, subdivision (j), including referral to the California Office of the Attorney General.

If you have any questions or would like to discuss the content of this letter, please contact Kevin Hefner of our staff at Kevin.Hefner@hcd.ca.gov.

Sincerely,

Melinda Coy
Proactive Housing Accountability Chief

**From:** Kate VC
**To:** City Council; David Doyle; So Kim
**Cc:** Rona Henry; Cesar Covarrubias; Reid.Miller@hcd.ca.gov; McDougall, Paul@HCD; HousingElements@hcd.ca.gov
**Subject:** Aliso Viejo Housing Element compliance and the Tesla site
**Date:** Sunday, December 11, 2022 12:29:32 PM

**CAUTION:** This email originated from outside of our City of Aliso Viejo network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

December 11, 2022

To the Aliso Viejo City Council, City Manager Doyle, and Director. Kim:

I am a volunteer with Welcoming Neighbors Home. We advocate for housing solutions in South Orange County. We follow the Housing Element work for the 6th cycle and I have provided various commentary to both you and the HCD. I do not agree with City Manager Doyle that it is the HCD's staffing changes that trigger the failure of Aliso Viejo to comply (re: Nov 16, 2022). The HCD provides enormous assistance called Building Blocks and other online aids, as well as telephone conferences, that the previous consultant could have employed toward more success. Advocates are available as well. It is not rocket science, nor is it capricious, but rather (sometimes tedious) hard work. Thirteen cities in Orange County are fully compliant. Ms. Kim should be able to tick off improvements in the next document that specifically and thoroughly respond to each HCD review comment. We will also be doing such a review and submitting a written response.

Normally when a city is out of compliance I would be complaining about any and all projects under consideration. This case is different because the Tesla retail establishment is clearly a positive for the community. I congratulate all who have worked towards its success.

On the other hand, the Commons site, and in particular the parking area, now being committed to Tesla, is no longer available for 497 RHNA units with 297 of those being critical lower-income level units. The current site inventory also does not include an adequate 15% cushion to protect against the no net loss law. The draft inventory includes 1,242 units with a cushion of 47 over the RHNA number of 1,195. That cushion should be at least 179. Without the Commons, the draft has only 745 units. The goal should be 1,374 units or more and the city is short 629. For lower-income units, the city goal is 604, ideally with a cushion of another 90. Now only 380 lower-income sites are left, leaving a gap of 314. The city is vulnerable to violations of both SB 366 and AB 1397, both of which date back to 2017.

I trust that the next version of the Element will provide a new site, or sites, for the community to consider. I heard on November 16th that Ms. Kim expects an Element submission by February. When we consider new sites, together with the computational analysis and realistic capacity that was lacking for occupied sites in the prior versions, the task ahead is considerable. I believe it was stated that information was forthcoming in a couple of weeks, which is around the holiday, and also information on the Town Center. I look forward to both. Perhaps the Town Center will address my site concerns. I also hope the PHLA funds can be awarded as requested.

Rona Henry, our chair, and I look forward to meeting separately with Council members to forge a positive working relationship. Aliso Viejo has built excellent housing in the past and we look forward to the new Town Center, Tesla, and other healthy projects to provide not only housing opportunities but work and tax opportunities that will keep the city on track for a bright future.

Lastly, I'd like to congratulate council members Ackley and Duncan on their election.

Thank you.

Sincerely,

Catherine (Kate) Van Camp
Welcoming Neighbors Home volunteer

cc: Rona Henry, Welcoming Neighbors Home
Cesar Covarrubias, Kennedy Commission
Reid Miller, HCD

Paul McDougall, HCD
HCD Housing Element department

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April 1, 2022

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

Dear David Doyle:

**RE: City of Aliso Viejo's 6th Cycle (2021-2029) Adopted Housing Element**

Thank you for submitting the City of Aliso Viejo's (City) housing element adopted January 19, 2022 and received for review on February 1, 2022. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by a telephone conversation on March 24, 2022 with yourself, Rose Rivera, Senior Planner, and consultant John Douglas. In addition, HCD considered comments from Welcoming Neighbors Home; Catherine (Kate) Van Camp; and Amir Baum pursuant to Government Code section 65585, subdivision (c).

The adopted element addresses some statutory requirements described in HCD's October 18, 2021 review; however, largely, the element was not revised to address HCD's prior findings and revisions will be necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code). The enclosed Appendix describes revisions needed to comply with State Housing Element Law. The element will meet the statutory requirements of State Housing Element Law once it has been revised and re-adopted to comply with the requirements.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), as the City failed to adopt a compliant housing element within 120 days of the statutory deadline (October 15, 2021), Program 1 (Adequate Sites for New Housing) to rezone 1,055 units to accommodate the regional housing needs allocation (RHNA) must be completed no later than one year from the statutory deadline. Otherwise, the local government's housing element will no longer comply with State Housing Element Law, and HCD may revoke its finding of substantial compliance pursuant to Government Code section 65585, subdivision (i).

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes

the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: http://opr.ca.gov/docs/OPR_Appendix_C_final.pdf and http://opr.ca.gov/docs/Final_6.26.15.pdf.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

HCD is committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Reid Miller, of our staff, at Reid.Miller@hcd.ca.gov.

Sincerely,

Melinda Coy
Senior Housing Accountability Manager

Enclosure

**APPENDIX**
**CITY OF ALISO VIEJO**

The following changes are necessary to bring the City's housing element into compliance with Article 10.6 of the Government Code. Accompanying each recommended change, we cite the supporting section of the Government Code.

Housing element technical assistance information is available on HCD's website at http://www.hcd.ca.gov/community-development/housing-element/housing-element-memos.shtml. Among other resources, the housing element section contains HCD's latest technical assistance tool, *Building Blocks for Effective Housing Elements (Building Blocks),* available at http://www.hcd.ca.gov/community-development/building-blocks/index.shtml and includes the Government Code addressing State Housing Element Law and other resources.

## A. Review and Revision

*Review the previous element to evaluate the appropriateness, effectiveness, and progress in implementation, and reflect the results of this review in the revised element. (Gov. Code, § 65588 (a) and (b).)*

The adopted element provided a program-by-program review to evaluate City's performance in addressing housing goals for most of the programs mentioned in HCD's October 18, 2021 review. However, programs that still need information and evaluation include the following:

Program 2 (Affordable Housing In-Lieu Funds) – Describe and evaluate the recommendations of the in-lieu fund study that were adopted and their appropriateness moving forward.

Program 4 (Section 8 Housing Choice Vouchers) – Include the number of referrals made to the Orange County Housing Authority in the previous housing element cycle.

## B. Housing Needs, Resources, and Constraints

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2…shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

   Enforcement and Outreach Capacity: The adopted element was revised to include more detailed information on the City's ability to provide enforcement and outreach capacity, particularly through its partnership with the Fair Housing Foundation. However, the analysis must still address the City's compliance with existing fair housing laws and regulations. In addition, the element must analyze patterns in fair housing complaints

(using data such as HUD's FHEO Inquiries by City found on HCD's AFFH Data Viewer) and include a conclusion of summary of issues.

Integration and Segregation: The element generally was not revised to meet this requirement. Please see HCD's prior review, and note the following:

- *Race and ethnicity*: the element should describe and analyze the characteristics of the northern area of the City that is reported on pg. CP-110 to be 81 percent racially segregated. In addition, the element must include a regional comparison.
- *Disability*: the element should strengthen local level analysis to compare areas throughout the City. The element should also include a discussion and analysis of any affects the high concentration of disability in the neighboring city of Laguna Woods may have on the City.
- *Familial status*: the element must include a regional analysis and should also describe and analyze the concentration of female-headed households in the City.
- *Income*: the element must provide a local and regional analysis. The element currently states that concentrations exist in certain areas based on income, but no analysis of these areas is provided.

Racially/Ethnically Concentrated Areas of Poverty (R/ECAP): While the element was revised to include a description of R/ECAPs locally, the element must include a regional analysis of where the identified R/ECAPs are within the County and how they impact Aliso Viejo. In addition, the element must analyze the Racially Concentrated Areas of Affluence both locally and regionally. The analysis should evaluate the patterns and changes over time and consider other relevant factors such as public participation, past policies, practices, and investments and demographic trends.

Access to Opportunity: While the element was revised, additional data and analysis is needed to meet this requirement. Please see HCD's October 18, 2021 review, with particular attention to addressing the following:

- *TCAC/HCD Maps*: the map provided on pg. C-127 depicts differences in *income* throughout the City and surrounding area, but not access to opportunity. The element must describe where the access to opportunities are, and how the low resource area correlates with the other areas of analysis and other factors.
- *Education*: The element must provide analysis on access to education throughout the City. This would include an analysis of whether the low resource area has equal access to high rated schools. The element must also include a regional comparison of the City with surrounding areas.
- *Employment*: While the element lists the unemployment rate, it must provide a local and regional analysis of access to jobs and other factors as well as incorporate local data and knowledge.
- *Transportation*: The element must analyze local and regional access to transit including access to transit throughout the City.
- *Environment*: While the element includes local data, the data must be analyzed. In addition, the element must provide a regional analysis.

Disproportionate Housing Needs, Including Displacement: While the element included revisions, additional data and analysis are needed to meet this requirement. In addition, a summary of issues should be included. Please see HCD's prior review, with particular attention to addressing the following:

- *Cost burden*: The element must analyze cost burden throughout the City and describe whether there are any concentrations of cost-burdened households. It must also describe factors that contribute to cost burden by race and describe maps of cost burden by tenure. The element must also include a regional analysis for cost burden.
- *Overcrowding*: While the element states there is a concentrated area of overcrowding within the City, it should describe the characteristics of that area. In addition, the element must provide a regional analysis describing overcrowding in the City compared to the region.
- *Substandard housing*: The element should describe whether there is a concentration of substandard housing within the City and also provide a regional analysis.
- *Homelessness*: While the element provides information on the most recent Point-in-Time count, it must also provide an analysis of these numbers in the local and regional context to AFFH.
- *Displacement Risk*: The element must describe the area(s) at risk of displacement, describe displacement due to investment or due to disinvestment, and any displacement risk due caused by natural disasters.

Local Data and Knowledge and Other Relevant Factors: While the element included information on Via Iglesia neighborhood, it should tie the description to what is happening in the rest of the City and whether this local knowledge is supported or contrasted by the Affirmatively Furthering Fair Housing (AFFH) analysis. In addition, the element must include other relevant factors to discuss and analyze any unique attributes about the City related to fair housing issues. The element should analyze historical land use and investment practices or other information and demographic trends.

Contributing Factors: While the element was revised list contributing factors to fair housing issues, they must be prioritized. The element must prioritize contributing factors to fair housing issues and tie the table beginning on pg. CP-143 ("Summary of Fair Housing Issues and Actions for Mitigation") to actions taken in the programs section that AFFH.

Site Inventory: While the adopted element was revised to address some requirements for sites to AFFH, the analysis does not address the number of anticipated units by income group and how the sites identified improve conditions (or if sites exacerbate conditions, how a program can mitigate the impact). The element must also analyze whether the sites are isolated by income group and support these assertions with local data and knowledge.

Goals, Priorities, Metrics, and Milestones: While some actions were listed, the adopted element was, largely, not revised to meet this requirement. Based on the outcomes of a complete analysis, the element must be revised to add or modify goals and actions. Goals

and actions must specifically respond to the analysis and to the identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have metrics and milestones as appropriate and should address housing mobility enhancement, new housing choices and affordability in high opportunity areas, place-based strategies for community preservation and revitalization, and displacement protection. Given the history and nature of development patterns in the City, the element could focus on programs that enhance housing mobility and encourage development of more housing choices and affordable housing throughout the community. Given that most of the City is considered a high and highest resource community, the element should focus on programs that enhance housing mobility and encourage new opportunities throughout the community.

2. *Include an analysis of population and employment trends and documentation of projections and quantification of the locality's existing and projected needs for all income levels, including extremely low-income households Gov. Code, § 65583, subd. (a)(1).)*

   Extremely Low-income Households (ELI): while the adopted element was revised to quantify existing and projected ELI households and includes some information on overpayment, the element must analyze overcrowding and other household characteristics then examine trends and the availability of resources to determine the magnitude of gaps in housing needs. Please see HCD's prior review.

3. *Include an analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition. (Gov. Code, § 65583, subd. (a)(2).)*

   Overpayment by Tenure: While the element was revised to quantify overpayment, it must analyze the number of overpaying households by tenure (i.e., renter and owner) and the lower-income households paying more than 30 percent of their income on housing by tenure. Please see HCD's prior review.

4. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

   Sites Inventory: While the element was revised to provide a more complete parcel listing, it still must provide more detail for the existing use on each site. The inventory should also be checked to ensure it has adequate sites for above moderate units required to meet the City's RHNA. Please see HCD's prior review.

   Aggregated Sites: The element now include parcel specific information on sites expected to be consolidated. However, is does not describe the methodology for determining the potential capacity for developing residential units on these sites. The methodology should consider City's past experience with lot consolidation and provide examples similar to the

sites in the inventory including lot consolidations with similar number of lots and affordability levels identified for each site. A program to facilitate lot consolidation should also be added if that is a strategy that is relied on to accommodate the City's Regional Housing Needs Allocation (RHNA).

Realistic Capacity: While the element has been revised to add some information on realistic capacity, it must still demonstrate that the realistic capacity assumption takes into account land use controls and affordability assumptions. The analysis should also include a table of recent developments with the percentage of the density built out and include affordability levels for the units included. Additionally, the realistic capacity analysis must still describe whether 100 percent residential or 100 percent commercial development is allowed on the sites in the inventory and demonstrate the likelihood of residential development on the sites. The realistic capacity assumptions for Mixed-Use sites following the City's rezoning efforts must also be described and supported with analysis. Please see HCD's prior review.

Nonvacant Sites: While the element has been revised to list recent examples of residential development on nonvacant sites in surrounding cities, the element must show that the City has experience converting lots with existing uses to high density residential or relate the characteristics of the sites identified in the inventory to the provided examples. In addition, the element must describe any incentives that are currently in place to encourage this type of development.

In addition, as stated in the previous review specific analysis and actions are necessary because the housing element relies upon nonvacant sites to accommodate more than 50 percent of the RHNA for lower-income households and any candidate sites for rezone. While the element was revised to provide general reasons why existing uses would not be an impediment to residential development, the analysis must relate the analysis to existing uses within the inventory and provide substantial evidence that existing uses likely discontinue in the planning period. To address this requirement, the element could further describe the site characteristics that lead to residential development as stated above. The inventory could describe whether the use is operating, marginal or discontinued, the condition of the structure, land improvement value ratio, age of structure, any expressed interest in redevelopment, the presence of any existing leases or other contracts that would perpetuate the existing use or prevent redevelopment of the site for additional residential development, and any specific incentives to encourage or facilitate development on these sites. Absent findings (e.g., adoption resolution) based on substantial evidence, the existing uses will be presumed to impede additional residential development and will not be utilized toward demonstrating adequate sites to accommodate the RHNA. HCD is not aware that the City has made the appropriate finding. Any future re-adoption of the housing element must include the appropriate finding as part of the adoption resolution.

Zoning for a Variety of Housing Types:

*Emergency Shelters*: While the element did provide some revisions to the emergency shelters analysis, it still must provide information on capacity and spacing requirements, parcel sizes, and if they are suitable for adaptive reuse. Please see HCD's prior review.

5. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures... (Gov. Code, § 65583, subd. (a)(5).)*

   Land Use Controls: While the adopted element provided some revisions to address land use controls as a potential governmental constraint, it must provide an analysis on cumulative impacts of land-use controls on the cost and supply of housing. It must also analyze parking requirements particularly in relation to multifamily housing, transitional and supportive housing, and garage requirements as constraints and add a program to modify these restrictive requirements. The element should also describe and analyze the Community Benefit Overlay (CBO) requirements, open area and landscaping requirements, and clarify whether 100 percent residential developments are/will be allowed in Mixed Use zones.

   Fees and Exaction: The element must describe all required fees for single-family and multifamily housing development including the cost of a Conditional Use Permit (CUP), rezone, variance, and Environmental Impact Review (EIR), and analyze each fee as a potential constraint on housing supply and affordability. Please see HCD's prior review.

   Local Processing and Permit Procedures*:* While the element was revised to describe the site development permit and conditional use permit, the process for site development permits is discretionary and should be analyzed as a constraint. The element should discuss whether there are preapplication meetings to ensure approval certainty, criteria for the director to forward the site development permit to the City Council and add a program to mitigate constraints as appropriate. In addition, the element should clarify whether typical times for processing single-family and multifamily projects are the same.

   Inclusionary Requirements: While the adopted element was revised to state that there are no inclusionary requirements in the City on pg. CP-29, there is a description on pg. CP-32 of in-lieu fees if developers do not provide affordable housing. The element should be revised to describe the requirements of these in-lieu fees and affordable housing requirements.

   Housing for Persons with Disabilities: While the element was revised to state that the zoning is in compliance with state law regarding residential care facilities for six or fewer

residents, the tables on page CP-43 must be updated to reflect compliance with state law. In addition, the element appears to not address how residential care facilities or group homes for more than seven persons are permitted within the City. Please see HCD's prior review.

6. *An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the availability of financing, the price of land, the cost of construction, the requests to develop housing at densities below those anticipated in the analysis required by subdivision (c) of Government Code section 65583.2, and the length of time between receiving approval for a housing development and submittal of an application for building permits for that housing development that hinder the construction of a locality's share of the regional housing need in accordance with Government Code section 65584. The analysis shall also demonstrate local efforts to remove nongovernmental constraints that create a gap between the locality's planning for the development of housing for all income levels and the construction of that housing. (Gov. Code, § 65583, subd. (a)(6).)*

   Land Prices and Cost of Construction: While the adopted element has been revised to adequately describe and analyze the cost of construction in the City, it must still provide a more detailed analysis on land prices.

   Developed Densities and Permit Times: While the adopted element has been revised to state that the City does not receive requests to develop at densities lower than anticipated in the inventory, it must still provide the average time between approval and request for building permit.

7. *Analyze any special housing needs such as elderly; persons with disabilities, including a developmental disability; large families; farmworkers; families with female heads of households; and families and persons in need of emergency shelter. (Gov. Code, § 65583, subd. (a)(7).)*

   While the element included some additional information on farmworkers and provided information on residents with different types of disabilities, it did not include a complete analysis of households with special housing needs for all special-need populations. As stated in the previous review, the analysis should include, but is not limited to, factors such as trends, household income, tenure, housing types, zoning, and available resources. In addition, the element must quantify the total number of persons with disabilities and analyze their special housing needs. Please see HCD's prior review.

## C. Housing Programs

1. *Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the*

*policies and achieve the goals and objectives of the Housing Element through the administration of land use and development controls, the provision of regulatory concessions and incentives, and the utilization of appropriate federal and state financing and subsidy programs when available. The program shall include an identification of the agencies and officials responsible for the implementation of the various actions. (Gov. Code, § 65583, subd. (c).)*

While the element revised several programs with specific commitment and timing, Programs 3 (Homeownership Assistance Programs) and 7(Code Enforcement) should still be revised with specific timelines. In addition, from the prior review, programs to be revised with specific commitment and quantifiable outcomes include, but are not limited to, the following:

- *Program 2 (Facilitate the Provision of Affordable Housing)*: Provide quantifiable outcome of how many units will be assisted in the 6th cycle.
- *Program 3 (Homeownership Assistance Programs)*: Commit to how the City will make homeownership programs available.
- *Program 4 (Section 8 Housing Choice Vouchers)*: Provide quantifiable outcomes regarding how much the program will expand voucher usage in the City.
- Program 5 (*OCHA Special Needs Groups Rental Assistance Program*): Provide quantifiable outcomes regarding how many more households with special needs will be included in the expansion of the program.
- Program 7 (*Code Enforcement*): Provide quantifiable outcomes, describe how funds typically become available to assist with home rehabilitation and how the City will proactively pursue those funds.
- Program 9 (*Streamlined Residential Permit Processing*): Provide quantifiable outcomes describing how much the program will reduce permit processing time and how many affordable housing development projects will be assisted.
- Program 12 (*Encourage Energy Conservation*): Provide quantifiable outcomes describing how many projects will be assisted by this program.

Lastly, as noted in Finding A of HCD's October 18, 2021 review, many of the programs carried over from the 5th Cycle element should be updated with further actions to ensure appropriateness and efficacy of the programs moving forward. The adopted element generally was not revised to meet this requirement. Please see HCD's October 18, 2021 review.

2. *Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Government Code section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes,*

*housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing. (Gov. Code, § 65583, subd. (c)(1).)*

As noted in Finding B4, the element does not include a complete site analysis; therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types. Please see HCD's October 18, 2021 review to ensure Program 1 commits to all rezone requirements (Gov. Code*, § 65583.2, subd. (h) and (i).)*.

3. *The housing element shall contain programs which assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households. (Gov. Code, § 65583, subd. (c)(2).)*

   ELI and Special Needs Households and Individuals: While Program 2 was revised to include prioritization of housing for persons with special needs for in-lieu funds, programs must be added or revised to the element to assist in the development of housing for ELI households. Program actions could include prioritizing some funding for housing developments affordable to ELI households or households with special needs and offering financial incentives or regulatory concessions to encourage the development of housing types, such as multifamily, single-room occupancy (SRO) units, to address the identified housing needs for ELI households.

4. *Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. (Gov. Code, § 65583, subd. (c)(3).)*

   As noted in Findings B5 and B6, the element requires a complete analysis of potential governmental and nongovernmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints. In addition, the following must be revised:

   *Accessory Dwelling Units (ADUs)*: While the revised element did provide more information in Program 11, it should explicitly state the zoning code will be amended based on HCD's review by the set date and should also include annual monitoring and updates as needed to comply with state law. Lastly, the program should include timing of when ADU incentives will be provided.

   *Zoning, Development Standards, and Fees:* While the adopted element was revised to add Program 9 to ensure compliance with transparency requirements, it should be modified further to clarify the timing as to when zoning, development standards and fees will be posted on the City's website.

   *Housing for Persons with Disabilities:* While the adopted element was revised to add Program 10 to ensure compliance with state law regarding residential care facilities, the

program must clarify whether the revisions will apply to both residential care facilities for six or fewer *and* seven or more persons. The program must also clarify that it will apply to all residential care facilities and not be limited to licensed care facilities.

5. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law. (Gov. Code, § 65583, subd. (c)(5).)*

   As noted in Finding B1, the element does not contain programs that satisfy the AFFH requirements for specific and meaningful actions accompanied by specific commitment, goals, and milestones to overcome fair housing issues. Based on a complete analysis, the element must add or revise programs. While Program 12 (Affirmatively Furthering Fair Housing) was revised to add the table of identified fair housing issues, specific actions, including specific timing as well as metrics and milestones, should be included to implement meaningful change and AFFH. Please see HCD's prior review.

## D. Public Participation

*Local governments shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the element shall describe this effort. (Gov. Code, § 65583, subd. (c)(8).)*

The element was revised to summarize public comments and describe how they were considered and incorporated into the element. The element must still describe how the City made diligent efforts to involve all economic segments of the community in the development of the housing element. While the element included a list of organizations, it was not clear whether those organizations provided feedback or whether the City engaged them further than notifying them of the process. Further, the prior review called for the application of additional methods for public outreach, particularly to include lower-income and special needs households and neighborhoods with higher concentrations of lower-income households.

## E. Housing in the Coastal Zone

While the element revised the coastal zone analysis to address findings 3 and 4 of HCD's October 18, 2021 letter, the element still must address the following:

1. The number of new housing units approved for construction within the coastal zone since January 1982.
2. The number of housing units for persons and families of low- and moderate-income required to be provided in new housing developments either within the coastal zone or within three miles.

ALISO VIEJO

# 6th Cycle Housing Element Update

General Plan Amendment (PA21-09)

# Housing Element

- State Law requires Housing Elements be updated every 8 years
- January 19, 2022, Housing Element was adopted
- April 1, 2022, HCD required revisions for compliance

## HOUSING PLAN

### INTRODUCTION

Located in southwestern Orange County, Aliso Viejo is approximately bisected by Highway 73 with Laguna Beach bordering to the southwest, Laguna Woods to the north, Laguna Hills to the east, and Laguna Niguel and unincorporated County lands to the south. A primarily residential community, Aliso Viejo offers a wide variety of housing opportunities and has adequate schools, employment, shopping, parks, and open space for the recreation and leisure needs of its residents.

The Aliso Viejo Planned Community, which comprises the majority of the City, began development in the early 1980s. Following rapid growth in the 1980s and 1990s, residential portions of the planning area reached build-out soon after the City's incorporation on July 1, 2001, becoming the 34th city in Orange County.

At the time of incorporation in 2001, the City's vacant or underutilized sites were entitled with non-residential uses as specified in the Aliso Viejo Master Development Agreement approved by the County in 1988. However, with the City's adoption of its first General Plan in 2004, the opportunity for additional housing within the community became part of the General Plan process. The Community Benefit Overlay (CBO) concept, outlined in the Land Use Element, allowed modification to existing entitlements: 1) if the proposed development could be shown to provide added benefit to the community, and 2) if property owners were willing to forego or amend the 1988 entitlements under the Master Development Agreement. One such community benefit was the provision of housing affordable to very-low- and low-income households. Through the CBO mechanism, the potential for new construction of housing affordable to lower-income households was greatly increased, and the concept furthered local, regional, and state housing goals.

# Summary of Revisions

- Affirmatively Furthering Fair Housing
- Goals and Programs
- Sites Inventory
- Governmental Constraints

# Recommended Actions

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption);
2. Adopt a Resolution (Attachment 1), adopting a General Plan Amendment for the 6th Cycle Housing Element (PA21-019); and
3. Authorize the Community Development Director to make minor modifications to the Housing Element to the extent that such modifications are necessary to address further HCD comments and receive certification.

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 7, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2023-24

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**Recommended Actions:**

1. Adopt a Resolution adopting the Annual Budget for Fiscal Year 2023-24; and

2. Adopt a Resolution approving City Salary Schedules.

**Fiscal Impact:**

The attached proposed fiscal year (FY) 2023-24 budget includes appropriations for programs and projects necessary to continue to provide essential services to the community. General Fund revenues are estimated to total $22,726,844. Staff is proposing a prudent General Fund expenditure budget with budget reductions across all departments. The budget totals $23,899,602 and includes all operating costs, capital improvement expenditures, and debt service.

A General Fund budget deficit is estimated at $1,172,758 for FY 2023-24. The use of General Fund reserves is necessary and will fund capital improvement projects totaling $573,000 and debt service payments on the Certificates of Participation in the amount of $658,250. The estimated year-end General Fund balance is approximately $29,468,548.

In addition to the General Fund, the City uses “Special Revenue Funds” to fund various City expenditures. Special Revenue Funds are typically restricted funds, such as Traffic Congestion Relief Funds, Gas Tax, SB 1, Measure M, Air Quality AB 2766 (AQMD), and Federal and Other Grants, and can only be used for specific purposes. Revenue and appropriations for Special Revenue Funds for FY 2023-24 are approximately $9,209,917 and $9,249,511, respectively. At the end of operations for FY 2023-24 the estimated fund balance for all City funds is $33,196,699.

**Background:**

On April 19, 2023, a City Council study session was held to discuss the FY 2023-24 draft budget. Subsequently, the draft budget was presented at the City Council meeting on

May 17, 2023. Council provided no additional direction to Staff and therefore, no changes have been made to the proposed FY 2023-24 budget.

**Discussion:**

General Fund Revenues

Revenue forecasts for FY 2023-24 were prepared using estimates and projections provided by the State, other agencies, and consultants. Anticipated General Fund revenues are estimated to total $22,726,844 and reflects a decrease of approximately $1,992,484 from the current year's adjusted budget. The decrease is a result of the loss of American Rescue Plan Act (ARPA) funding that was provided to the City in the prior two years to offset the financial impacts of the COVID-19 pandemic.

The City receives 84% of its revenue from taxes. This includes property, sales, transient occupancy, and franchise taxes. These sources are described below:

- Property taxes remain the City's highest and most stable source of revenue with an estimated increase of $429,500 to $9,731,500 or 4.6% primarily due to inflationary adjustments by the County's assessor's office and some growth in property values from the prior year.

- Sales tax revenue forecasts show no growth from the current fiscal year and is estimated at $6,050,641. The current sales tax estimates do not include any potential sales tax revenue from new development scheduled to open during the new fiscal year.

- Projections for the City's transient occupancy tax (TOT) are estimated at $1,600,000, a slight increase from the current year of $100,000 or 6.7%.

- Franchise fees are collected from companies that provide electric, gas, cable, and solid waste collection within the City. Franchise fees are expected to increase by $95,000 to $1,600,000 due to increases in gas, electric, and solid waste charges. These increases have largely offset the continual decline in cable franchise fees as new services replace traditional television cable.

The remaining 16% of General Fund revenues include other sources such as licenses and permits, fines and forfeitures, investment earnings, fees for services, rental income, and recreation. These sources, with the exception of investment earnings, are expected to remain flat compared to current levels. Investment earnings are expected to increase by $100,000 to $400,000 as interest rates rise from record low levels.

General Fund Appropriations

General Fund appropriations total $23,899,602 for FY 2023-24. Total expenditures include salaries and benefits for 29 full-time positions, 5 elected officials, and part-time

positions primarily in recreation. Salaries and benefits expenses include merit-based salary increases and cost-of-living adjustments.

In addition, appropriations include CalPERS normal pension costs increasing by approximately 1% for both classic and PEPRA employees. Unfunded pension liability costs total $87,004, which decreased from the prior year by approximately $11,500. Total CalPERS payments are estimated at $510,000. As of the most recent CalPERS actuarial valuation, the City's accrued liability's funded ratio is above the required funding level of 80% established by Council policy in 2017.

The FY 2023-24 budget provides the necessary funding to continue essential services throughout the community. The budget reflects a decrease of $758,588 or 3.1% compared to the FY 2022-23 adjusted budget. In light of the City's reduced revenues and higher expenses, budget reductions were made across all departments. General Fund increases and/or decreases within various departments are highlighted below.

*Public Safety*

Public Safety, which represents 44% of the City's General Fund budget, includes law enforcement, animal control, crossing guards, emergency management, and crime prevention. Adjustments to the FY 2023-24 budget for public safety include:

- The total contract cost with OCSD for law enforcement services is $9,864,061; however, $300,000 has been reduced from the budget in anticipation of freezing one motor officer position.
- An additional $50,000 was reduced from the OCSD contract for other vacancy credits for both sworn and non-sworn positions.
- Animal control services with the City of Mission Viejo totals $474,487, which represents an increase of $12,300 or 2.7%.
- Contract costs for crossing guards increased by $15,235 or 6.3% to $256,266.
- The current estimated budget does not include any anticipated increases from the on-going labor negotiations between the County and labor groups.

*Administration & Support*

- Insurance premiums for property, general liability, workers' compensation, crime, and pollution increased a total of $73,247 or 22.2% to $403,642.
- Funding for training was reduced by $20,000.
- Utility increases for gas and electricity are estimated to rise over 6% to $221,500.

*Community and Economic Development*

- Annual support and licensing for the new permit software total $65,000.
- Continual investment in permitting software is estimated at $55,000.

- Tax subsidy payments with EFuel, LLC is expected to increase by $268,000 to $685,000 as a result of higher sales tax generated through the shared tax agreement approved by Council in 2016.

*Public Works*

- Increase in Maintenance of Effort (MOE) of 3% to $556,162. The MOE is the minimum required funding from the City's General Fund for street related maintenance to receive funding from the State and County.

*Community Services and Recreation*

- Part-time salaries were reduced by $200,000.
- Marketing expenses decreased by $100,000.
- Community Assistance grants were reduced by $31,000.

*Capital Improvement*

Other General Fund obligations include various transfers to capital funds for capital improvement projects, totaling $573,000 for FY 2023-24. Improvements at City Hall have been budgeted to leverage potential grant funding that may be available to the City with matching funds. General Fund projects include:

- City Hall HVAC Replacement - $113,000 (total project $226,160)
- City Hall Landscaping Improvements - $75,000 (total project $150,000)
- Aliso Viejo Aquatic Center Improvements - $295,000
- Information Technology Server Equipment - $75,000
- Dairy Fork and Wetlands Monitoring Projects - $15,000

<u>Special Revenue Funds</u>

Special Revenue funds are expended in compliance with their funding stipulations; however, it is common to accumulate Special Revenue funds for multiple years in order to expend on larger City projects.

Road funds consist of Traffic Congestion Relief funds, Gas Taxes, Measure M and SB 1 funds. These funds are restricted and may only be utilized for the maintenance and improvement of street and traffic projects.

Gas Tax revenue is expected to increase by approximately $31,400 or 2.1% to $1,492,900 and is based on recent projections provided by the State. These funds are primarily used for ongoing costs associated with street maintenance, street sweeping, street lighting, and pavement management. Appropriations are estimated $1,321,800.

SB 1 funds will also see an increase of $151,555, or 13.3% to $1,291,695. Expenses are allocated towards street CIP projects and total $1,495,000.

Measure M is a major revenue source for the City's streets and roads projects. Revenue projected in this category is expected to increase by $216,006, or 26.0% to $1,045,512. Included in these funds is the Senior Mobility Grant Program, which provides free door-to-door transportation services for any senior citizen residing in Aliso Viejo to attend programs at nearby senior centers. Total appropriations are $1,082,578.

The Federal Grants budget totals $877,535 and includes funding in the amount of $599,315 for Community Development Block Grant (CDBG) and CDBG Cares Act, $75,000 from the Bureau of Reclamation WaterSmarts Grant for landscape improvements, $113,160 from the Energy Efficiency Block Grant for HVAC improvements, and $90,060 from FEMA to complete the City's Hazard Mitigation Plan.

Public Safety grants include Supplemental Law Enforcement Service Funds (SLESF) for front line local public safety programs and equipment, and is expected to be about the same as the prior year at $176,620 in revenue and $176,043 in expenses. These funds are used to offset contractual costs with OCSD for various police equipment.

The Technology Grant is provided from public, educational, and government access (PEG) fees received through cable franchises and is estimated at $98,900. Expenses totaling $92,880 are used for public programming, such as Council meetings and SportsZone.

Integrated Waste Management grants total $14,000 and AQMD AB 2766 Subvention funds total $73,000. Expenses total $16,000 and $50,000, respectively, and will be spent according to grant guidelines.

Revenues for the Other Grants fund vary from year to year depending on grant awards. There are no grants projected at this time. Staff continues to actively seek grant opportunities as they arise.

Management services for the Aliso Viejo Center and the Aquatic Center are provided by two qualified management companies. Aliso Viejo Center revenues total $2,956,835 and expenses total $2,371,807, resulting in a net transfer of $585,028 to the General Fund. The Aquatic Center revenues are $998,000, with expenditures totaling $1,181,840. The City's General Fund will subsidize the operating deficit of $183,840.

Special Revenue Capital Improvement Projects scheduled for FY 2023-24 total $3,046,448 and includes the following projects:

- Aliso Creek Road Traffic Signal Synchronization Program - $175,000
- Glenwood Rehabilitation (SR73 to Aliso Creek) - $60,000
- Enterprise Rehabilitation (Aliso Creek to Aliso Viejo Pkwy) - $1,435,000
- Aliso Creek Rehabilitation (Enterprise to SR73) - $870,000
- ADA Improvements at City Facilities - $318,288
- City Hall HVAC Replacement - $113,160 (total project $226,160)
- City Hall Landscaping Improvements - $75,000 (total project $150,000)

Salary Schedule and Cost-of-living Adjustments

The City's most recent Classification and Compensation Plan was adopted in June 2018 under Resolution No, 2018-21. This plan outlined the method of maintaining appropriate salary levels over time via a Cost-of-Living Adjustment (COLA) on July 1 of each year based on the Annual Consumer Price Index (CPI) Urban Wage Earners and Clerical Workers, Los Angeles-Riverside-Orange Counties. Since that time, the City has reviewed this measure annually, and adjusted salary schedules accordingly to the degree the City's financial position and other circumstances allowed and warranted such a change.

This year the CPI measure is 7.5%. Given the City's financial position and the magnitude of this one-year increase, the proposed COLA is 5.0% for all full-time and part-time classifications as shown in Attachment 4 (Salary Schedule). The cost is estimated at $197,500.

Also effecting employees, an annual year-end holiday closure is proposed. This action is in keeping with a growing practice among both public and private organizations, making it less efficient and effective to conduct business during this time period. Corresponding to this action, the City will add holiday leave hours to be used exclusively during the year-end closure. The specific number of hours will vary annually depending on the holiday calendar and existing work schedules. For these reasons it is recommended that the City Council authorize the City Manager to approve up to 45 hours annually for this purpose. It should be noted that the leave time authorized annually will typically be less but the recommended authorization provides flexibility to address issues associated with existing work schedules and fluctuating future holiday calendars.

Conclusion

Staff continues its ongoing analysis of revenues and expenditures for FY 2023-24. Additional sales tax revenue generated from new development in the upcoming year and increases to the OCSD contract are unknown at this time, which will impact the estimated ending fund balance. Revenues will be monitored to identify additional sales tax from new development as well as potential shortfalls in other revenue sources. Expenditures will be analyzed for criticality and services or purchases that are deemed not essential to City services will be deferred when applicable. Staff continues to explore revenue enhancement opportunities through economic development activity and seek grant opportunities when available to uphold the City's vision of providing critical services to residents and businesses.

**Attachments:**

1. FY 2023-24 Budget Resolution
2. FY 2023-24 Proposed Budget
3. Salary Schedule Resolution
4. Salary Schedule
5. Proposed Budget Presentation

**RESOLUTION NO. 2023-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING THE 2023-24 FISCAL YEAR BUDGET FOR THE CITY OF ALISO VIEJO**

**WHEREAS**, the City Council of the City of Aliso Viejo requires a fiscal plan for the City's operation; and

**WHEREAS**, a proposed budget for the City of Aliso Viejo for the fiscal year commencing July 1, 2023, and ending June 30, 2024, was submitted to the City Council, as required by Ordinance No. 2001-005; and

**WHEREAS**, the City Council has conducted a public meeting, has heard and considered public comments, has modified the draft budget accordingly, and wishes to adopt such budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024; and

**WHEREAS**, preparation of the fiscal year 2023-24 Annual Budget conforms to the Management and Budget Policies adopted by the City Council on November 16, 2005 by Resolution No. 2005-056; and

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

**SECTION 1**. That the fiscal year 2023-24 Annual Budget is hereby adopted.

**SECTION 2**. That the City Manager and the Director of Financial Services are hereby authorized to make expenditures in accordance with the fiscal year 2023-24 Annual Budget, as adopted, with the exception of those expenditures that require City Council approval in accordance with the ordinances and regulations of the City.

**SECTION 3**. That a copy of said fiscal year 2023-24 Annual Budget is on file in the office of the City Clerk, and is incorporated by reference into this resolution.

**SECTION 4**. That the Director of Financial Services is directed to enter the fiscal year 2023-24 Annual Budget into the City's financial system in accordance with appropriate accounting practices, and the City Manager, with the Director of Financial Services' assistance, shall assure compliance therewith.

**SECTION 5**. That the Mayor of the City of Aliso Viejo shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 7th day of June, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

ALISO VIEJO

# FY 2023-24

## PROPOSED ANNUAL BUDGET

# ABOUT THE COVER:

The fiscal year 2023-24 Proposed Annual Budget cover displays a view of Aliso Viejo City Hall, located at 12 Journey in the city of Aliso Viejo.

City Hall provides municipal services for the residents of Aliso Viejo. The building has housed the city's government offices and city council chambers since Aliso Viejo was incorporated on July 1, 2001 as Orange County's 34th city.

# CITY OF ALISO VIEJO

# PROPOSED
# ANNUAL BUDGET
# FISCAL YEAR 2023-2024

**RICHARD HURT**
**Mayor**

**MIKE MUNZING**
**Mayor Pro Tem**

**TIFFANY ACKLEY**
**Council Member**

**ROSS CHUN**
**Council Member**

**Max Duncan**
**Council Member**

**DAVID A. DOYLE**
**City Manager**

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# Introductory Section

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# Annual Budget
# Fiscal Year 2023-2024

Presented to:

The Mayor and Members of the City Council
City of Aliso Viejo, California

July 1, 2023

The fiscal year (FY) 2023-24 Annual Budget describes the proposed revenue and spending plan necessary to continue the programs, services, amenities, and projects to meet the community's vision for Aliso Viejo. The coming year brings forth fiscal challenges as the City's expenses continue to outpace revenue growth. The use of approximately $1.2 million in general fund reserves is needed to balance the budget by funding the City's debt service and capital improvement projects scheduled for FY 2023-24. In an effort to contain costs, budget reductions across all departments were made to offset higher expenses due to inflationary pressures in wages, utilities, insurance premiums, and contract services. The City Council's prudent approach towards the budget and reserves since incorporation has enabled the City to build and maintain substantial reserve levels, which allows the City to use funds to bridge the operating gap without significantly impacting service levels, while keeping reserve levels at 125% of the annual operating budget.

Revenue projections are based on current market conditions, legislative developments, and the City's current economic base. Revenues are projected to be lower than fiscal year 2022-23 due to the discontinuance of federal funding that was provided in prior years to mitigate revenue losses to local governments as a result of the pandemic. Sales tax revenue is projected to remain flat as fuel prices drop and consumer spending on goods decline from levels seen during the past couple of years. Property tax increases are modest and reflect higher interest rates and a slowing housing market.

Appropriations have been budgeted at a level to ensure operations and services are maintained at levels the residents and businesses have come to expect. The budget provides for increases in salaries and benefits for employees and include a 5.0% cost of living adjustment approved by Council in an effort to attract and retain talent in the organization. In addition, the budget includes various facility improvements at City Hall and the Aliso Viejo Aquatic Center. Expenditures will be closely reviewed for criticality and services or purchases that are deemed not essential will be deferred when possible.

With the current structural deficit, it is more critical now than ever to focus on economic development and to pursue future revenue growth opportunities in the City. Slated to

open in the coming year at The Commons is the City's first car dealership, Tesla. This new business will bring much needed diversification to the City's sales tax base and may potentially bring an additional $1.0 million in sales tax revenue. Other development projects are also in various planning stages and may provide additional revenue sources to the City in the near future.

The preparation of the Annual Budget represents the culmination of a process involving the City Council, City staff, and the community. We greatly appreciate the Council's support and input throughout the budget process and for its fiscally responsible leadership and direction. I would like to recognize the collective efforts of the Executive Management Team for their contributions in developing this budget and diligence in carrying out the projects and services outlined in the budget. Finally, special thanks to the Financial Services Department for their ongoing dedication to ensure that the numbers presented to the City Council accurately reflect our financial condition.

Respectfully submitted,

David Doyle
City Manager

# Budget Transmittal

***Budget Overview:***

The FY 2023-24 budget includes appropriations for programs and projects necessary to continue to provide essential services to the community. General Fund revenues are estimated to total $22,726,844. Staff is proposing a prudent General Fund expenditure budget with budget reductions across all departments. The budget totals $23,899,602 and includes all operating costs, capital improvement expenditures, and debt service.

A General Fund budget deficit is estimated at $1,172,758 for FY 2023-24. The use of General Fund reserves is necessary and will fund capital improvement projects totaling $573,000 and debt service payments on the Certificates of Participation in the amount of $658,250. The estimated year-end General Fund balance is approximately $29,468,548.

In addition to the General Fund, the City uses “Special Revenue Funds” to fund various City expenditures. Special Revenue Funds are typically restricted funds, such as Traffic Congestion Relief Funds, Gas Tax, SB 1, Measure M, Air Quality AB 2766 (AQMD), and Federal and Other Grants, and can only be used for specific purposes. Revenue and appropriations for Special Revenue Funds for FY 2023-24 are approximately $9,209,917 and $9,249,511, respectively. At the end of operations for FY 2023-24 the estimated fund balance for all City funds (including the General Fund) is $33,196,699.

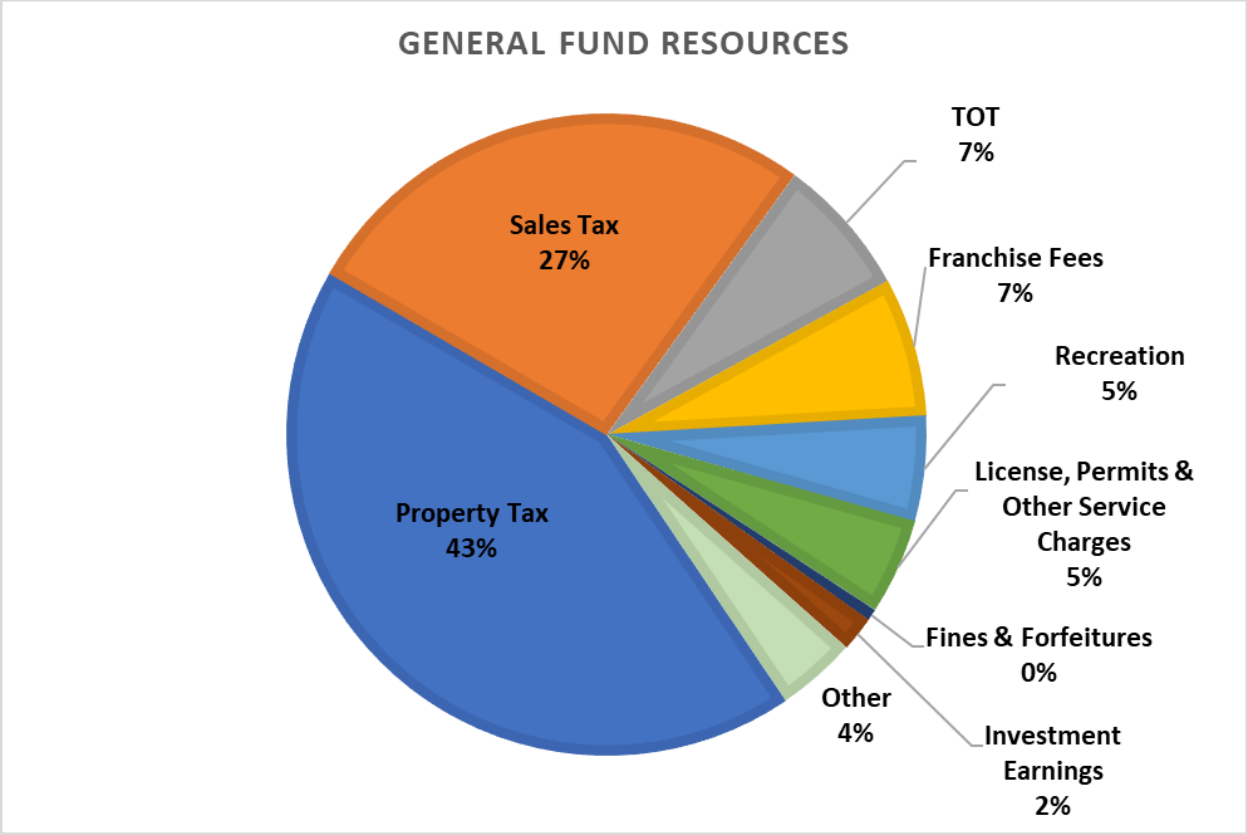
There are over 20 different funds that make up the City’s budget. The City’s largest fund, the General Fund, is vital to the operation of the City as these are discretionary resources that can be allocated by the City Council toward any project or need within the community. Special revenue funds each contain their own spending restrictions and can only be allocated toward specific projects or purposes.

***Resources:***

An essential step in the budget process is estimating revenues for the upcoming fiscal year. This process is vital because appropriations are based on these projections. To ensure accuracy in the projections, several factors are considered: historical trends, economic indicators, inflationary factors, and impacts of the pandemic. Revenue forecasts for FY 2023-24 were prepared using estimates and projections provided by the State, other agencies, and City consultants.

Anticipated General Fund resources are estimated to total $22,726,844 and reflects a decrease of approximately $1,992,484 from the current year’s adjusted budget. The decrease is a result of the loss of American Rescue Plan Act (ARPA) funding that was provided to the City in the prior two years to offset the financial impacts of the COVID-19 pandemic.

| General Fund Source | FY 2021-2022 Actual | FY 2022-2023 Adjusted Budget | FY 2023-2024 Adopted Budget | Annual Change | % Change |
|---|---|---|---|---|---|
| Property Tax | 9,211,738 | 9,302,000 | 9,731,500 | 429,500 | 43% |
| Sales Tax | 6,117,932 | 6,102,950 | 6,050,641 | (52,309) | 27% |
| TOT | 1,413,074 | 1,500,000 | 1,600,000 | 100,000 | 7% |
| Franchise Fees | 1,636,741 | 1,505,000 | 1,600,000 | 95,000 | 7% |
| Recreation | 1,268,756 | 1,100,000 | 1,200,000 | 100,000 | 5% |
| License, Permits & Other Service Charges | 1,095,133 | 1,100,000 | 1,100,000 | - | 5% |
| Fines & Forfeitures | 173,133 | 100,000 | 133,800 | 33,800 | 1% |
| Investment Earnings | (318,666) | 300,000 | 400,000 | 100,000 | 2% |
| Other | 3,675,291 | 3,709,378 | 910,903 | (2,798,475) | 4% |
| Total Resources | 24,273,132 | 24,719,328 | 22,726,844 | (1,992,484) | 100% |



The City receives 84% of its revenue from taxes. This includes property, sales, transient occupancy, and franchise taxes. These sources are described below:

- Property taxes remain the City's highest and most stable source of revenue with an estimated increase of $429,500 to $9,731,500 or 4.6% primarily due to inflationary adjustments by the County's assessor's office and some growth in property values from the prior year.

- Sales tax revenue forecasts show no growth from the current fiscal year and is estimated at $6,050,641. The current sales tax estimates do not include any potential sales tax revenue from new development scheduled to open during the new fiscal year.

- Projections for the City's transient occupancy tax (TOT) are optimistic that the tourism industry has fully rebounded from the effects of stay-at-home orders of the pandemic. FY 2023-24 is estimated at $1,600,000, a slight increase from the current year of $100,000 or 6.7%.

- Franchise fees are collected from companies that provide electric, gas, cable, and solid waste collection within the City. Franchise fees are expected to increase by $95,000 to $1,600,000 due to increases in gas, electric, and solid waste charges. These increases have largely offset the continual decline in cable franchise fees as new services replace traditional television cable.

The remaining 16% of General Fund revenues include other sources such as licenses and permits, fines and forfeitures, investment earnings, fees for services, rental income, and recreation. These sources, with the exception of investment earnings, are expected to remain flat compared to current levels. Investment earnings are expected to increase by $100,000 to $400,000 as interest rates rise from record low levels.

Revenue sources not included in the City's General Fund include Traffic Congestion Relief, Gas Tax, Measure M, Road Maintenance and Rehabilitation Account (RMRA), Air Quality Management District, Integrated Waste Management, and federal and state grants.

Overall revenues from the City's special revenue resources are estimated to total $9,209,917 million and are restricted funding sources that support various programs, projects, and services.

***Appropriations:***

General Fund appropriations total $23,899,602 for FY 2023-24. Total expenditures include salaries and benefits for 29 full-time positions, 5 elected officials, and part-time positions primarily in recreation. Salaries and benefits expenses include merit-based salary increases and cost-of-living adjustments (COLA) in accordance with the Classification and Compensation Plan approved by Council in 2018, which is based on the Annual Consumer Price Index, Urban Wage Earners and Clerical Workers, Los

Angeles-Long Beach-Anaheim (CPI-W). Although the CPI-W is 7.5%, the budget is based on a 5.0% COLA for full-time and part-time employees effective July 1, 2023, and is estimated at $197,500.

In addition, appropriations include CalPERS normal pension costs increasing by approximately 1% for both classic and PEPRA employees. Unfunded pension liability costs total $87,004, which decreased from the prior year by approximately $11,500. Total CalPERS payments are estimated at $510,000. As of the most recent CalPERS actuarial valuation, the City's accrued liability's funded ratio is above the required funding level of 80% established by Council policy in 2017.

The FY 2023-24 budget provides the necessary funding to continue essential services throughout the community. The budget reflects a decrease of $758,588 or 3.1% compared to the FY 2022-23 adjusted budget. In light of the City's reduced revenues and higher expenses, budget reductions were made across all departments. General Fund increases and/or decreases within various departments are highlighted below.

*Public Safety*

Public Safety, which represents 44% of the City's General Fund budget, includes law enforcement, animal control, crossing guards, emergency management, and crime prevention. Adjustments to the FY 2023-24 budget for public safety include:

- The total contract cost with OCSD for law enforcement services is $9,864,061; however, $300,000 has been reduced from the budget in anticipation of freezing one motor officer position.
- An additional $50,000 was reduced from the OCSD contract for other vacancy credits for both sworn and non-sworn positions.
- Animal control services with the City of Mission Viejo totals $474,487, which represents an increase of $12,300 or 2.7%.
- Contract costs for crossing guards increased by $15,235 or 6.3% to $256,266.
- The current estimated budget does not include any anticipated increases from the on-going labor negotiations between the County and labor groups.

*Administration & Support*

- Insurance premiums for property, general liability, workers' compensation, crime, and pollution increased a total of $73,247 or 22.2% to $403,642.
- Funding for training was reduced by $20,000.
- Utility increases for gas and electricity are estimated to rise over 6% to $221,500.

*Community and Economic Development*

- Annual support and licensing for the new permit software total $65,000.
- Continual investment in permitting software is estimated at $55,000.
- Tax subsidy payments with EFuel, LLC is expected to increase by $268,000 to $685,000 as a result of higher sales tax generated through the shared tax agreement approved by Council in 2016.

*Public Works*

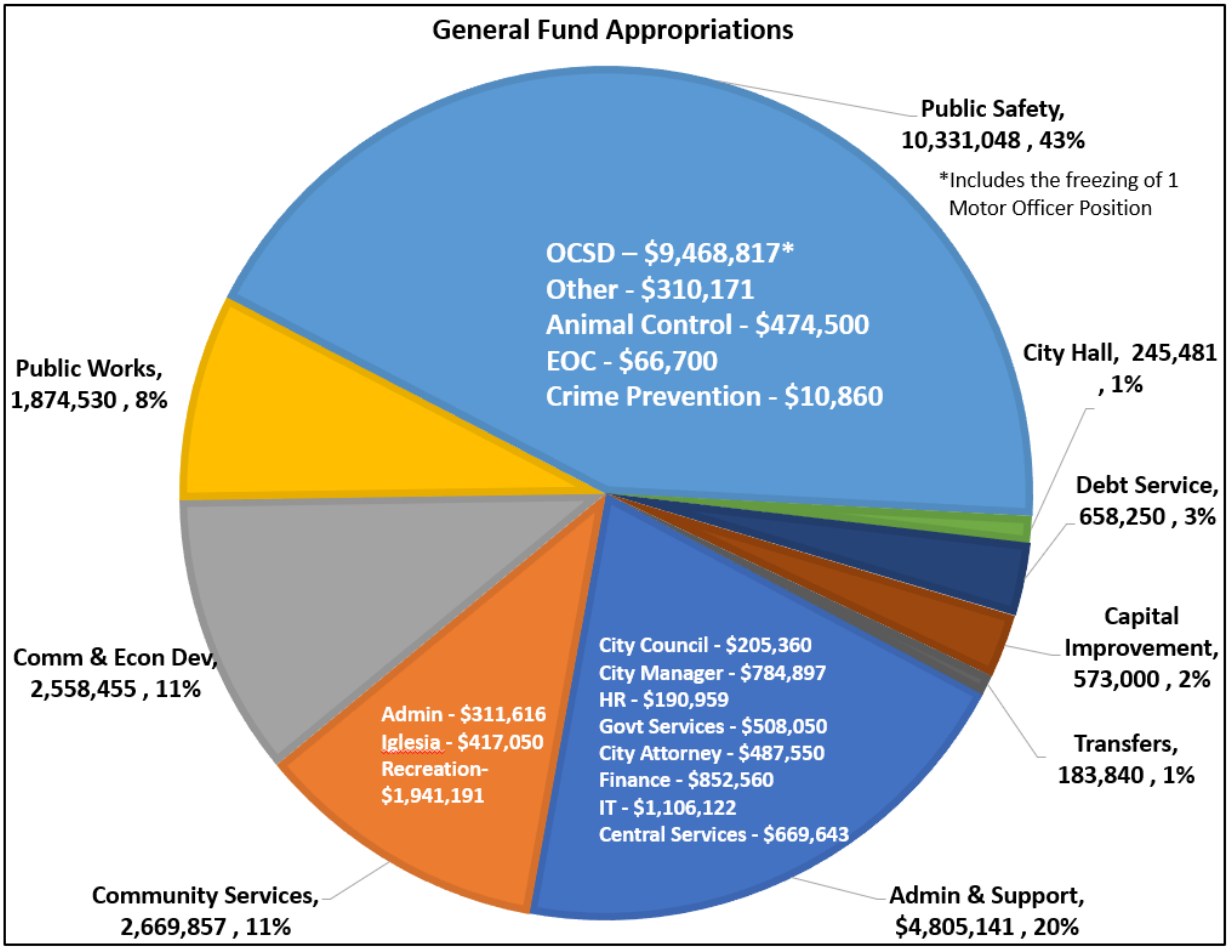
- Increase in Maintenance of Effort (MOE) of 3% to $556,162. The MOE is the minimum required funding from the City's General Fund for street related maintenance to receive funding from the State and County.

*Community Services and Recreation*

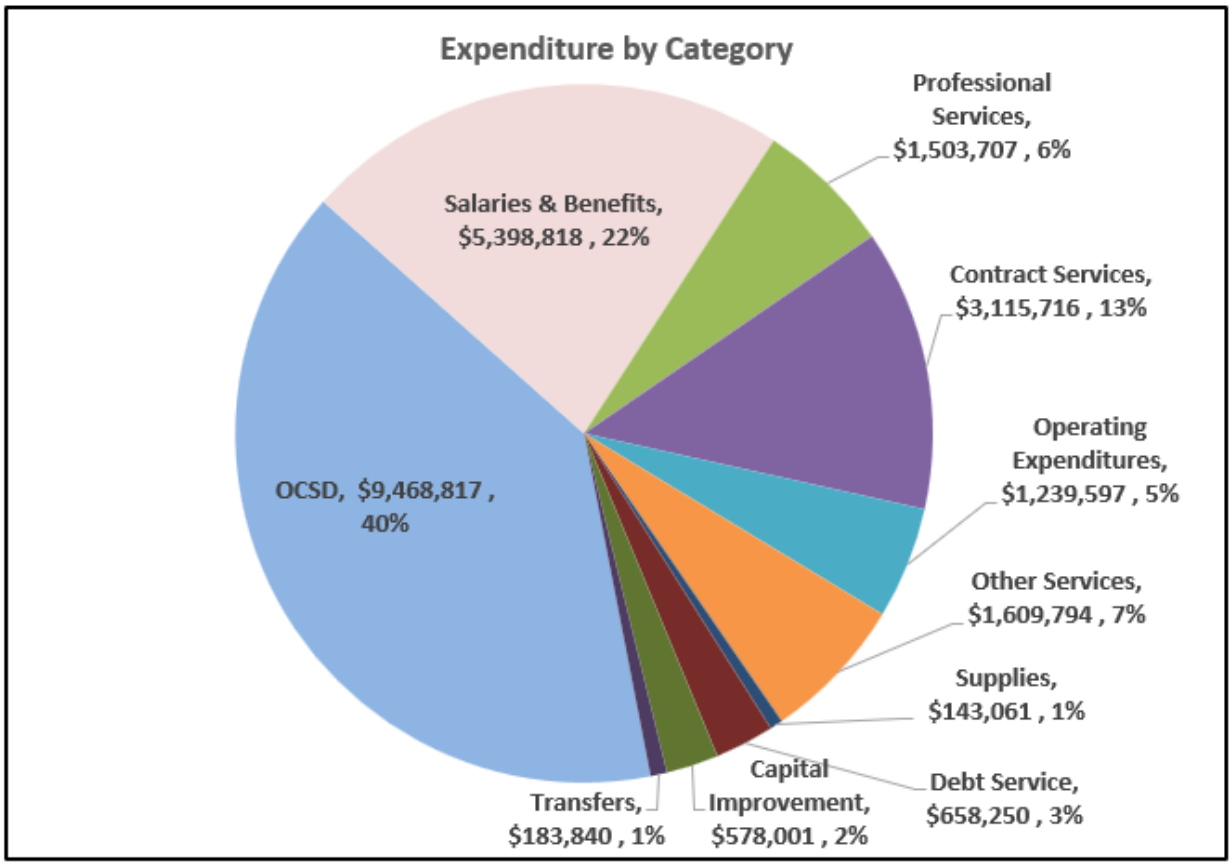
- Part-time salaries were reduced by $200,000.
- Marketing expenses decreased by $100,000.
- Community Assistance grants were reduced by $31,000.

**General Fund Appropriations**

| General Fund Appropriations | FY 2021-2022 Actual | FY 2022-2023 Adjusted Budget | FY 2023-2024 Adopted Budget | Annual Change |
|---|---|---|---|---|
| Admin & Support | $ 4,084,654 | $ 4,896,970 | $ 4,805,141 | $ (91,829) |
| Community Services | 2,324,010 | 2,899,632 | 2,669,857 | (229,775) |
| Comm & Econ Dev | 1,952,632 | 2,543,300 | 2,558,455 | 15,155 |
| Public Works | 1,818,972 | 1,910,356 | 1,874,530 | (35,826) |
| Public Safety | 9,340,524 | 10,733,276 | 10,331,048 | (402,228) |
| City Hall | 221,078 | 260,866 | 245,481 | (15,385) |
| Debt Service | 654,436 | 657,050 | 658,250 | 1,200 |
| Capital Improvement | 319,433 | 564,000 | 573,000 | 9,000 |
| Transfers | 108,388 | 192,740 | 183,840 | (8,900) |
| Total General Fund | $ 20,824,127 | $ 24,658,190 | $ 23,899,602 | $ (758,588) |


General Fund Appropriations
Public Safety, 10,331,048 , 43%
*Includes the freezing of 1 Motor Officer Position
OCSD – $9,468,817*
Other - $310,171
Animal Control - $474,500
EOC - $66,700
Crime Prevention - $10,860
City Hall, 245,481 , 1%
Debt Service, 658,250 , 3%
Capital Improvement, 573,000 , 2%
Transfers, 183,840 , 1%
Admin & Support, $4,805,141 , 20%
City Council - $205,360
City Manager - $784,897
HR - $190,959
Govt Services - $508,050
City Attorney - $487,550
Finance - $852,560
IT - $1,106,122
Central Services - $669,643
Community Services, 2,669,857 , 11%
Admin - $311,616
Iglesia - $417,050
Recreation- $1,941,191
Comm & Econ Dev, 2,558,455 , 11%
Public Works, 1,874,530 , 8%

The chart below illustrates the City's General Fund expenditures by category. The City's law enforcement contract with OCSD accounts for 40% of expenditures. Employee salaries and benefits make up the second-largest expense category at 22% and include wages, pension costs, health allowance, and other benefits. The City's expenses also include various contracts for professional and technical services, and other contract services, such as, building and safety, code enforcement, animal control, crossing guards, street maintenance, and other services. Operating expenditures are comprised of building, ground, and equipment maintenance, as well as utilities. Other services include employee training and development, insurance premiums, memberships, and other miscellaneous expenses.




***General Fund Reserves:***

As a result of the Council's leadership and conservative approach to the budget, the City has been successful in maintaining adequate reserve levels. Reserves are critical in the case of an emergency or unforeseen expenses. General Fund balance at the end of operations for FY 2023-24 is estimated to be $29,468,548. In accordance with the City's Reserve Policy, $23,636,898 is assigned for asset replacement, self-insurance/ benefit obligations, contingencies, and for unforeseen emergencies or catastrophic impacts to the City.

***Special Revenues:***

Special Revenue funds are expended in compliance with their funding stipulations; however, it is common to accumulate Special Revenue funds for multiple years in order to expend on larger City projects.

Road funds consist of Traffic Congestion Relief funds, Gas Taxes, Measure M and SB 1 funds. These funds are restricted and may only be utilized for the maintenance and improvement of street and traffic projects.

Gas Tax revenue is expected to increase by approximately $31,400 or 2.1% to $1,492,900 and is based on recent projections provided by the State. These funds are primarily used for ongoing costs associated with street maintenance, street sweeping, street lighting, and pavement management. Appropriations are estimated $1,321,800.

SB 1 funds will also see an increase of $151,555, or 13.3% to $1,291,695. Expenses are allocated towards street CIP projects and total $1,495,000.

Measure M is a major revenue source for the City's streets and roads projects. Revenue projected in this category is expected to increase by $216,006, or 26.0% to $1,045,512. Included in these funds is the Senior Mobility Grant Program, which provides free door-to-door transportation services for any senior citizen residing in Aliso Viejo to attend programs at nearby senior centers. Total appropriations are $1,082,578.

The Federal Grants budget totals $877,535 and includes funding in the amount of $599,315 for Community Development Block Grant (CDBG) and CDBG Cares Act, $75,000 from the Bureau of Reclamation WaterSmarts Grant for landscape improvements, $113,160 from the Energy Efficiency Block Grant for HVAC improvements, and $90,060 from FEMA to complete the City's Hazard Mitigation Plan.

Public Safety grants include Supplemental Law Enforcement Service Funds (SLESF) for front line local public safety programs and equipment, and is expected to be about the same as the prior year at $176,620 in revenue and $176,043 in expenses. These funds are used to offset contractual costs with the OCSD for various police equipment.

The Technology Grant is provided from public, educational, and government access (PEG) fees received through cable franchises and is estimated at $98,900. Expenses totaling $92,880 are used for public programming, such as Council meetings and SportsZone.

Integrated Waste Management grants total $14,000 and AQMD AB 2766 Subvention funds total $73,000. Expenses total $16,000 and $50,000, respectively, and will be spent according to grant guidelines.

Revenues for the Other Grants fund vary from year to year depending on grant awards. There are no grants projected at this time. Staff continues to actively seek grant opportunities as they arise.

Management services for the Aliso Viejo Center and the Aquatic Center are provided by two qualified management companies. Aliso Viejo Center revenues total $2,956,835 and expenses total $2,371,807, resulting in a net transfer of $585,028 to the General Fund. The Aquatic Center revenues are $998,000, with expenditures totaling $1,181,840. The City's General Fund will subsidize the operating deficit of $183,840.

***Capital Improvement Plan:***

The Capital Improvement Plan (CIP) for FY 2022-23 totals approximately $3,619,448 and includes funding from both the General Fund and Special Revenue funds.

General Fund obligations include various transfers to capital funds for capital improvement projects, totaling $573,000 for FY 2023-24. Improvements at City Hall have been budgeted to leverage potential grant funding that may be available to the City with matching funds. General Fund projects include:

- City Hall HVAC Replacement - $113,000 (total project $226,160)
- City Hall Landscaping Improvements - $75,000 (total project $150,000)
- Aliso Viejo Aquatic Center Improvements - $295,000
- Information Technology Server Equipment - $75,000
- Dairy Fork and Wetlands Monitoring Projects - $15,000

Special Revenue Capital Improvement Projects scheduled for FY 2023-24 total $3,046,448 and includes the following projects:

- Aliso Creek Road Traffic Signal Synchronization Program - $175,000
- Glenwood Rehabilitation (SR73 to Aliso Creek) - $60,000
- Enterprise Rehabilitation (Aliso Creek to Aliso Viejo Pkwy) - $1,435,000
- Aliso Creek Rehabilitation (Enterprise to SR73) - $870,000
- ADA Improvements at City Facilities - $318,288
- City Hall HVAC Replacement - $113,160 (total project $226,160)
- City Hall Landscaping Improvements - $75,000 (total project $150,000)

In an effort to fund all desired capital improvement projects, staff has attempted to maximize the use of special revenues by actively pursuing grants and other funding opportunities from county, state, and federal sources. The CIP represents a proactive effort toward enhancing the quality of life of our residents, while continuing to address priority issues expressed by the community and the City Council. A detailed description of all projects planned within the FY 2023-24 CIP budget can be found in the Capital Projects section of this document.

***On the Horizon:***

City operational expenditures continue to outpace revenue growth. This presents the ongoing challenge of how to provide a consistent level of service given rising costs and limited revenue sources to pay those costs. As costs continue to rise, the City faces additional pressure to enhance economic development within the City.

A recession would further impact the necessary resources needed to fund services within the City by potentially stalling development activity and subsequently affect sales, TOT, and property taxes. In addition, it would also make it more difficult for pension funds to hit their needed investment targets, creating an additional burden on public funds.

Staff will continue to monitor revenues and expenses, seek economic development opportunities, grant funding, and other measures to preserve the City's financial health and stability. This report is designed to provide our residents with a general overview of the City's finances and to show the City's accountability for monies it receives. Please contact the City's Financial Services Department for additional information.

Financial Services Department
City of Aliso Viejo

The purpose of the City of Aliso Viejo's budget is to serve as a "blueprint" for providing City services and as a working financial plan for the fiscal year. It also represents the official organizational plan by which City policies, priorities, and programs are implemented. It provides the means to communicate to the residents, businesses, and employees how the City's financial resources are used to provide services to the community. The budget includes both the operating costs to manage the City and the capital improvement projects that the City plans to undertake during the fiscal year.

## A BRIEF OVERVIEW

### Location

Aliso Viejo encompasses approximately seven square miles and is located at the southern end of Orange County. Aliso Viejo is approximately 50 miles southeast of downtown Los Angeles, 75 miles northwest of San Diego, 15 miles south of John Wayne International Airport, and 2.7 miles inland from the Pacific Ocean. Neighboring communities include the cities of Laguna Beach, Laguna Niguel, Laguna Hills, and Laguna Woods.

### History

Aliso Viejo was originally part of the 26,000-acre Moulton Ranch. In the 1890's, the Moulton family took ownership of land the Mexican government originally granted to Juan Avila in 1842. In 1976, the Mission Viejo Company purchased the last 6,600 acres for a new master-planned community. The ultimate vision for Aliso Viejo was to feature neighborhoods that provide a balance between work and home, services, and leisure activities. A transit-friendly, energy-conscious, and land-conserving community, Aliso Viejo was to foster a sense of community by creating a friendlier streetscape, quality infrastructure like parks, schools, and new roads, shopping close to home, community services, and neighbors that genuinely feel connected to the community and to one another.

The county approved the master plan for the community in 1979, and by March of 1982, the first residential units were offered for sale. About eight months later, the first residents arrived.

In February of 1995, the Self-Governance Subcommittee of Governmental Affairs, an offshoot of the Aliso Viejo Community Association (AVCA), which was the first community-wide property owner's association of its kind in the state, began its push to make Aliso Viejo a city. Two years later, "Aliso Viejo Cityhood 2000" was born. In March of 1999, "Aliso Viejo Cityhood 2000" introduced an initiative on the ballot for the 2001 special election. On March 6, 2001, voters (more than 90 percent) overwhelmingly

decided to make Aliso Viejo a city. The City of Aliso Viejo was officially incorporated on July 1, 2001, and operates as a general law City.

**Demographics**

Aliso Viejo was the first planned community in California to provide a balance between its estimated 18,000 on-site jobs and the resident workforce. With a population of 51,824[1], all residents live within 2.5 miles of Aliso Viejo Town Center, which is located near the geographic center of the City. This "downtown" includes over 800,000 square feet of retail shops and specialty stores, restaurants, medical offices, business offices, and entertainment venues. Aliso Viejo was ranked the 4th safest city in California by safety consulting firm, Safewise.

Aliso Viejo housing is comprised of single-family homes, condos, and luxury apartments. The City's commercial base includes a mixture of retail, light industrial, and service entities providing a diverse tax base for the City.

According to the United States Census Bureau, Aliso Viejo residents have a median age of 37.4 years and a median household income of $118,540. The median home price is $656,600[1] and the median rental rate is $2,335[1]. As of March 2023, the City is home to an estimated 28,800[2] employed individuals and has an unemployment rate of 3.3%[2].

More than 1,200[1] businesses are located in Aliso Viejo, which has roughly five million square feet of low and mid-rise office, research and development, technology, and light industrial space. The City is recognized for hosting fast-growing entrepreneurial industries such as medical device, technology, software, biotech, pharmaceutical, electronic gaming, healthcare, and insurance.

[1] United States Census Bureau
[2] California Employment Development Development Department

**FORM OF GOVERNMENT**

The City operates under the Council-Manager form of government. At the time of budget adoption, the City Council is comprised of five members elected at large to four-year terms with elections staggered every two years. The Mayor and Mayor Pro-Tem are selected by the Council from among its members to serve one-year terms. Beginning with the election in 2024, the City will be implementing by-district elections, with the City being divided into five districts. For more information regarding the by-district election process, please visit https://avcity.org/.

The Council acts as the legislative and policy-making body of the City, enacting all laws and directing such actions as required to provide for the general welfare of the community. City Council meetings are held on a regular basis and are open to the public. The City Council also serves as the governing body of the Aliso Viejo Public Financing Corporation. The City Manager is appointed by the City Council and is responsible for overseeing the operations of the City and implementing the policy decisions made by the City Council. The City Attorney and City Treasurer are also

appointed by the City Council. All other department heads and employees are appointed by the City Manager.

The City provides municipal services through in-house staffing for administration, finance, planning, and community services and contracts for the services of police, fire, public works, building, code enforcement, trash removal, street sweeping, various recreation programs, and legal services. The City owns and manages Iglesia Park, Vista Park, and the Aliso Viejo Ranch property, in addition to maintaining all public roads. The Orange County Library System provides public library services. The Aliso Viejo Community Association, a master community association, owns and manages 20 of the 23 local parks within the City limits. This association also maintains most of the landscaped slopes and parkways.

## BUDGET ORGANIZATION

As indicated in the Table of Contents, the City of Aliso Viejo's Budget document consists of several sections.

**The City Manager's Message to the City Council** highlights key priorities and issues for the upcoming budget year.

**The Budget Transmittal** provides an overview of significant budgetary items and trends for the City as a whole.

**The Budget Guide** provides the reader with a brief overview and introduction to the City of Aliso Viejo as well as an explanation on how to understand, read, and use this Budget document.

**Fund Descriptions** outlines the various funds that account for the City's revenues and expenses.

**Organizational Chart** provides an overview of the City's structure, departments, and their activities.

**The Budget Summaries** section provides an easy-to-read overview of the City's revenue and appropriations for all funds. Summaries for the General Fund are also included.

**The Budget Detail** section provides a more detailed overview of the City's budget. It includes the following:

> **General Fund:** This section represents the main body of the Budget document. It contains details for revenue and department budgets for the General Fund. Department details include the following departments: City Council, City Manager, Economic Development, Government Services, City Attorney, Financial Services, Information Technology, Non-Departmental, Community Services and Recreation, Community Development, Public Works, Public Safety, and City Hall.

**Special Revenue Funds:** This section contains funds that provide "Special Revenue" activities. In most cases, these funds represent activities that are grant funded or provided from specific fees, charges, and taxes. These revenues are usually legally restricted to expenditures for specific purposes. Special Revenue funds Include: Traffic Congestion Relief Fund (202), Gas Tax (203), Measure M (204), Road Maintenance and Rehabilitation (205), Public Safety Grants (215), Air Quality Improvement Fund (221), Integrated Waste Management Fund (225), Other Grants (231), Technology Grant (241), Development Impact (245), Federal Grants (251), Aliso Viejo Center (260), and Aquatic Center (261).

**Capital Improvement Funds:** This section contains funds that provide for street improvement, storm water, or other capital improvement projects that are general in nature. Examples include: Street Improvement Fund (311), Capital Improvements Fund (331), Storm Water (332), and Certificates of Participation (340).

**Debt Service Fund:** This section contains the City's debt service fund. The fund is used to account for the COP bonds issued by the City in 2019 for construction of the Aliso Viejo Ranch.

***Appendices***

- A - City Council Management and Budget Policies
- B - Fund Balance Policy
- C - Glossary: The glossary of Budget Terms is provided to better familiarize the reader with some budgetary and financial vocabulary found throughout the budget document. The Glossary contains descriptions of all the fund types, budget terms, and acronyms used within the budget document.
- D - Chart of Accounts
- E - Property Tax Allocation: This appendix outlines the estimated property tax generated in Aliso Viejo and the estimated allocation to the Orange County Fire Authority.

## BUDGET PROCESS

The responsibility for preparation of the Annual Budget is set forth in Ordinance No. 2001-005, whereby the City Manager is tasked with the preparation and submittal of the Annual Budget for its approval by City Council. The Financial Services Department prepares budget reports and provides detailed instructions and assistance to each department with respect to the preparation of their particular department budgets. The budgeting process is generally an incremental one which starts with a historical based budget. Requests for changes in appropriations are made at the departmental level and initially are compiled and reviewed by the Director of Financial Services. A draft budget is then presented to the City Manager, who reviews all of the requests and ensures that all budget decisions are in full accordance with stated City Council policies and all applicable federal, state, and local laws and regulations.

## PREPARATION OF THE BUDGET DOCUMENT

Altogether, budget preparation takes approximately three months. Departments begin preparing their budget requests and revenue estimates in March. All budget submissions for new and additional services, positions, capital outlay, and capital improvement projects are reviewed. The overall picture of estimated revenues and proposed appropriations is also carefully studied. In addition to providing the most efficient, effective and economical service levels possible, public safety, legal requirements, and adherence to City Council financial policies are also major considerations throughout the budget process.

Budget workshops are open to the public and are held starting in April. The City Manager presents the Draft Budget to the City Council and the public for review. Changes to the budget as directed by the City Council are incorporated into the Proposed Budget and presented for adoption. The budget is adopted annually by the City Council prior to the beginning of the fiscal year and serves as the foundation for the City's financial planning and control. A majority vote is required to pass, approve, and adopt the final Budget by resolution at a City Council meeting.

## BUDGET CALENDAR – SUMMARY

The following calendar highlights some of the key deadlines used for the preparation of the FY 2023-2024 Budget:

| | |
|---|---|
| March 15, 2023 | Mid-Year Budget Update |
| April 19, 2023 | City Council Study Session - FY 2023-24 Budget Workshop |
| May 17, 2023 | Present Draft FY 2023-24 Budget to City Council |
| June 7, 2023 | Present Proposed Budget for City Council Adoption |

## BUDGET IMPLEMENTATION, TRANSFERS AND CONTROL

Upon adoption of the budget by the City Council, the responsibility of implementing each department's budget lies with each Department Head with oversight by the Director of Financial Services, with ultimate responsibility resting with the City Manager. Department Heads are expected to operate their departments within the appropriations established in the budget.

The annual budget is arranged by fund, function, and department. The level of budgetary control is established at the fund level. Transfers of appropriations between department budgets can be made with the Director of Financial Services approval. The City Council's approval is required for all budget amendments that result in a change to any fund balance in the adopted budget. The budget is reviewed mid-year in January by the City Manager and the Director of Financial Services to ensure compliance with City Council direction. The Mid-Year budget is reviewed by the City Council and consideration is given to necessary adjustments for new programs, projects, and other

adjustments to ensure that expenditures and revenues are in line with the budgeted projections.

A carefully designed system of internal accounting and budgetary controls is used to ensure that revenues and expenditures are tracked and used as intended. These controls are designed to provide reasonable, but not necessarily absolute, assurance with respect to the reliability of financial and budgetary records for use in the preparation of financial statements, as well as accountability for all City assets. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits and that the evaluation of costs and benefits require estimates and judgments by management. The system is reviewed as regularly as possible and as required by law, by either internal audit staff and/or independent, certified public accountants. The City also maintains an encumbrance accounting system as an additional method of accomplishing budgetary control. Estimated purchase amounts are encumbered prior to the release of purchase orders to a vendor. At fiscal year-end, all operating budget appropriations lapse and are re-appropriated in the next year's budget.

## BUDGETARY BASIS OF ACCOUNTING

The City of Aliso Viejo's annual operating budget is prepared in conformity with Generally Accepted Accounting Principles (GAAP), using the modified accrual basis of accounting. Under this method of accounting, revenues are recognized in the accounting period in which they become measurable and available to finance expenditures of the current fiscal period, while expenditures are recognized in the accounting period in which the liability is incurred. Each of the City's funds are considered a separate accounting entity with a self-balancing set of accounts that records assets, liabilities, fund equity, revenue, and expenditures. Funds are established and segregated for the purpose of recording specific programs or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The General Fund accounts for all revenue of the City not specifically levied or collected for a particular purpose. The City of Aliso Viejo has 13 Special Revenue Funds that are used to account for specific revenues that are legally restricted for particular purposes. The Capital Project Funds are used to account for the acquisition or construction and improvement of major capital projects. The budget is prepared on a line item basis by fund and department. The City currently does not have any Enterprise or Internal Service funds.

## FINANCIAL REPORTS

**Annual Comprehensive Financial Report (ACFR)**: The ACFR is a detailed report that covers the financial statements for the City prepared in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Government Accounting Standards Board (GASB). This report includes an introductory section, the Independent Auditors' Report, and the Management's Discussion and Analysis (MD&A), which offers readers a narrative description as well as an analysis of the financial activity of the City for the fiscal year ended. The report continues with the government-wide statements, fund financial statements, and notes to the financial statements. Statements for major

funds are then presented, followed by all non-major fund activity, and finally the statistical section. The City prepared its first ACFR in 2001 in the GASB Statement Number 34 format and included a citywide valuation of infrastructure assets. The ACFR complies with all GASB pronouncements applicable to the City of Aliso Viejo. The City has consistently received the prestigious "Certificate of Achievement for Excellence in Financial Reporting" award presented by Government Finance Officers Association since 2001.

**Five-Year Strategic Plan:** The Strategic Plan is a detailed planning document to assist the City Council in assessing the impact of local decision making on the City's future quality of life. Developed as a blueprint for the City's future, the Strategic Plan defines the City Council's goals and assesses the City's financial ability to achieve them. The plan identifies fiscal issues and opportunities, establishes goals, examines fiscal trends, and provides for feasible solutions. The plan includes fund balances, expenditures, and revenue projections, as well as goals and objectives. This allows the City to focus its efforts on initiatives, including funding for necessary infrastructure, maintenance, and capital needs, without compromising its financial future. The Five-Year Strategic Plan is updated and published periodically.

The City's financial reports are available on the City's website at www.avcity.org.

## STAFFING

The table below represents budgeted staffing levels by department for the past three years. The FY 2023-24 budget provides for salaries and benefits for 5 elected officials, 29 full-time employees, and approximately 6.6 part-time or full-time equivalents (FTE).

**Position Summary Schedule**
Budgeted Full-Time Equivalents
Last Three Fiscal Years

| Department | FY 2021-22 FTE | FY 2022-23 FTE | FY 2023-24 FTE |
|---|---|---|---|
| City Council (Elected Officials) | 5.0 | 5.0 | 5.0 |
| Government Services | 2.5 | 2.5 | 2.5 |
| City Manager | 3.0 | 3.0 | 3.0 |
| Human Resources | 1.0 | 1.0 | 1.1 |
| Recreation & Community Services | 12.0 | 18.0 | 12.5 |
| Information Technology | 2.4 | 3.0 | 3.0 |
| Financial Services | 4.4 | 4.3 | 4.0 |
| Community Development | 7.0 | 5.8 | 5.0 |
| Public Safety | 0.0 | 0.0 | 0.5 |
| Public Works | 3.0 | 4.0 | 4.0 |
| TOTAL | 40.3 | 46.6 | 40.6 |

## EMPLOYEE COMPENSATION/BENEFITS

The City of Aliso Viejo provides an array of benefits to employees in addition to maintaining competitive salaries.

**Work Schedule:** The City operates on a 9/80 work schedule, with every other Friday off.

**Salary:** The City has a Pay-For-Performance Compensation System. Salaries are based on experience and knowledge of job responsibilities. Each classification title has a corresponding salary range. The compensation system and cost-of-living increases have been incorporated for FY 2023-24.

**Medicare**: All employees contribute a portion of gross salary for Medicare coverage as determined by Federal regulations.

**Annual Leave:** Employees earn 176 hours of annual leave per year, after completion of an orientation period. Accrual of annual leave and maximum accrual amounts increase based upon number of years of service. The City also allows an annual cash payout of accrued leave in the amount of 40 hours for 1-5 years of service and 80 hours for 6 or more years of service.

**Cafeteria Benefits Plan:** The City provides its employees a specific dollar amount which can be applied toward medical, dental, vision insurance and/or other benefits offered on a pre-tax basis through the City's Section 125 Cafeteria Plan. A variety of medical insurance plans are available through the CalPERS Health Benefits program.

**Retirement Benefits**: The City formally joined the California Public Employees Retirement System (CalPERS) in December 2002 under the CalPERS 2% @ 55 Plan. It is a multiple-employer public employee defined benefit pension plan. Each year, an independent actuary engaged by the pension plan calculates the amount of the annual contribution that the City must make to the pension plan to ensure that the plan will be able to fully meet its obligations to retired employees on a timely basis. The City received its actuarial valuation in July 2022 for the FY 2023-24. The City's annual contribution employer rate for FY 2022-23 was 10.32% of base wages and is expected to be 11.84% for FY 2023-24. The City also pays the employees' portion of the retirement contribution of 7% of base wages.

On January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) was implemented by CalPERS. This legislation created a benefit group, PEPRA, for new members in CalPERS. All employees, hired by the city on or after January 1, 2013, who have a lapse in membership or no prior membership with CalPERS, are placed into the PEPRA benefit group. The defined benefit formula is 2% @ 62. The annual contribution employer rate for FY 2022-23 is 7.47% of base wages and is expected to be 7.68% in FY 2023-24. Employees in the new benefit group are required to contribute at least 50% of the total normal cost rate for their defined benefit plan. As such, the employee

contribution rate in FY 2023-24 is 7.75% of base wages. Reducing unfunded liabilities has become a priority for both CALPERS and the City's contracted public safety agencies.

The following table shows the City's employer contributions, including unfunded liability contributions, towards CALPERS over the last 5 fiscal years.

| Fiscal Year | Employer Contribution Rate (Classic) | Employer Contribution Rate (PEPRA) | Estimated Annual Employer Normal Cost Contribution | Employer Unfunded Accrued Liability Contribution | Estimated Total Contributions[1] |
|---|---|---|---|---|---|
| 2019-20 | 9.680 % | 6.985 % | $198,531 | $62,863 | $261,394 |
| 2020-21 | 10.484 % | 7.732 % | $221,480 | $69,179 | $290,659 |
| 2021-22 | 10.340 % | 7.590 % | $251,480 | $82,347 | $333,827 |
| 2022-23 | 10.320 % | 7.470 % | $294,455 | $98,471 | $392,926 |
| 2023-24 | 11.840 % | 7.680 % | $321,208 | $89,913 | $411,121 |

[1] Total contributions do not include the employee contribution rate which is paid by the City for classic members.
Source: CalPERS
City of Aliso Viejo, Department of Financial Services

**Other Benefits:** In addition, the City provides life and long-term disability insurance. An optional Deferred Compensation program and Flexible Spending Accounts are provided and funded by the employees.

## OTHER INFORMATION

**Capital Improvement Program (CIP)**: The Capital Improvement Program (CIP) Budget is submitted to the City Council with the budget document in order to provide more detailed descriptions of projects scheduled to take place over the next five years. A CIP project is defined as an addition or improvement to the City's infrastructure or public facilities. Financial Services coordinates the budget preparation including review of fund cash flows to ensure adequate funding over the project life. Many projects span multiple fiscal years and have multiple funding sources, including grant funding and special revenue funds. Special attention is paid to projects requiring General Fund dollars and typically reflects previously identified Council goals. The CIP document is designed to give an easily understandable overview of the multi-year projects to which the City Council has made a long-term commitment.

**Debt:** On August 13, 2019, the City issued $12,250,000 of tax-exempt Certificates of Participation to provide financing for the construction of the Aliso Viejo Ranch. The principal is due annually in amounts ranging from $230,000 to $635,000 on November 1 of each year commencing in 2020 through the year 2049 with a coupon rate ranging from 2% to 4%. Interest is payable semi-annually in amounts ranging from $9,525 to $212,325 and is due on May 1 and November 1 of each year commencing on November 1, 2019. The interest payments have rates ranging from 0.96% to 3.09%.

**Debt without Government Commitment - Community Facilities District No. 2005-01:** In November, 2007, the City issued $34,070,000 in Special Tax Bonds for the acquisition and improvement of various public facilities within Community Facilities District No. 2005- 01(CFD No. 2005-01). In September, 2014, the City refinanced the Special Tax Bonds with the issuance of the 2014 Special Tax Bonds for a total of $32,270,000. CFD No. 2005-01 is scheduled to expire in September 2038.

## LEGAL DEBT MARGIN

The general laws of the State of California for municipalities provide for a legal debt limit of 15% of assessed valuation. However, this provision was enacted when assessed valuation was established based on 25% of market value. Effective with fiscal year 1981-82, taxable property is assessed at 100% of market value. Although the debt limit provision has not been amended by the State since this change, the percentage has been proportionately modified to 3.75% (one-fourth of the limit of 15%) for the purpose of this calculation for consistency with the original intent of the State's debt limit.
The following chart details the calculation of the City's Legal Debt Margin.

**Computation of Legal Debt Margin**
**Fiscal Years Ending 2020 through 2024**

| | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 |
|---|---|---|---|---|---|
| Assessed Valuation | 10,706,653,293 | 11,057,982,407 | 11,357,669,581 | 11,846,251,958 | 12,279,351,745 |
| Legal Debt Limit 3.75% | 401,499,498 | 414,674,340 | 425,912,609 | 444,234,448 | 460,475,690 |
| Amount of Debt Applicable to Limit | 12,250,000 | 12,020,000 | 11,785,000 | 11,545,000 | 11,295,000 |
| Legal Debt Margin | 389,249,498 | 402,654,340 | 414,127,609 | 432,689,448 | 449,180,690 |

Source: County of Orange Auditor Controller
HDL Coren & Cone
City of Aliso Viejo, Department of Financial Services

## GANN APPROPRIATION LIMIT

The voters of California, during a special election in 1979, approved Article XIII-B of the California State Constitution. Informally known as the "Gann Initiative," Article XIII-B provides limits regarding the total amount of appropriations in any fiscal year from "the proceeds of taxes." Every year the City Council adopts an appropriations limit, via resolution, for the proposed fiscal year.

The State Legislature, in 1980, added Section 9710 to the Government Code, providing that the governing body of each local jurisdiction must establish, by resolution, an appropriations limit for the following year. The appropriation limit for any fiscal year was equal to the previous year's limit, adjusted for population changes and the changes in

the US Consumer Price Index (or California per capita personal income, if smaller). The necessary statistical information is provided by the California Department of Finance. However, the original Article XIII-B (Proposition 4) and its implementing legislation were modified by Proposition 111 and SB 88 by the voters in June 1980. The changes were incorporated into the FY 1990-91 and FY 1991-92 Appropriations Limits. Beginning with the FY 1990-91 Appropriations Limit, a city may choose annual adjustment factors. The adjustment factors include growth in the California Per Capita Income or growth in the non-residential assessed valuation due to construction within the City and the population growth within the county or the city.

The following chart details the City's Annual Appropriation Limit history.

**CITY OF ALISO VIEJO**
**ANNUAL APPROPRIATIONS LIMIT**

| Fiscal Year | | Appropriations Limit | Percentage Change | Subject to Limit | Variance |
|---|---|---|---|---|---|
| 2008-2009 | Adjusted Base | 14,985,870 | 7.39% | 10,557,513 | 4,428,357 |
| 2009-2010 | Actual | 18,492,058 | 23.40% | 9,526,525 | 8,965,533 |
| 2010-2011 | Actual | 18,215,199 | -1.5% | 9,402,508 | 8,812,691 |
| 2011-2012 | Actual | 18,870,328 | 3.60% | 10,031,085 | 8,839,243 |
| 2012-2013 | Actual | 27,710,088 | 46.84% | 10,115,604 | 17,594,484 |
| 2013-2014 | Actual | 29,396,830 | 6.09% | 10,609,460 | 18,787,370 |
| 2014-2015 | Actual | 32,633,003 | 11.01% | 11,522,733 | 21,110,270 |
| 2015-2016 | Actual | 34,245,483 | 4.94% | 11,910,426 | 22,335,057 |
| 2016-2017 | Actual | 36,441,702 | 6.41% | 12,114,345 | 24,327,357 |
| 2017-2018 | Actual | 38,047,127 | 4.40% | 13,193,592 | 24,853,535 |
| 2018-2019 | Actual | 42,360,293 | 11.34% | 14,506,181 | 27,854,112 |
| 2019-2020 | Actual | 44,118,739 | 4.15% | 15,111,015 | 29,007,724 |
| 2020-2021 | Actual | 45,974,884 | 4.21% | 15,111,015 | 30,863,869 |
| 2021-2022 | Actual | 48,200,927 | 4.84% | 13,862,840 | 34,338,087 |
| 2022-2023 | Actual | 53,660,602 | 11.33% | 15,361,280 | 38,299,322 |
| 2023-2024 | Actual | 56,164,572 | 4.67% | 16,182,063 | 39,982,509 |

## MAJOR FUNDS

A “Major Fund” is typically defined, for the purpose of this presentation, as a fund with more than 10% of total budgeted resources or expenditures in the budget year.

### GENERAL FUND

The General Fund has been classified as a major fund and is used to account for revenues and expenditures that are not required to be accounted for in another fund.

## NON-MAJOR FUNDS

A “Non-Major Fund” is typically defined, for the purpose of this presentation, as a fund with less than 10% of total budgeted resources or expenditures in the budget year.

### SPECIAL REVENUE FUNDS

**Traffic Congestion Relief**

Assembly Bill 2928 established the Traffic Congestion Relief Fund (TCRF) in the State Treasury for allocating funds to cities and counties for street or road maintenance or reconstruction. Cities and counties are required to maintain their existing commitment of general funds for street or roadwork to remain eligible for allocation of these funds.

**Gas Tax**

This fund is used to account for the City’s share of the motor vehicle gas tax imposed under the provisions of the Street and Highway Code of the State of California under Sections 2103, 2105, 2106, 2107, and 2107.5 which are legally restricted for the acquisition, construction, improvements, and maintenance of public streets.

**Measure M**

Measure M Fund is used to account for the City’s share of the sales tax increase authorized by Orange County’s Measure “M”. These monies are legally restricted for the acquisition, construction, and improvement of public streets.

**Road Maintenance and Rehabilitation Account (RMRA)**

Senate Bill 1 (SB1) created the Road Maintenance and Rehabilitation Account (RMRA) to address deferred maintenance on the State Highway System, as well as the local street and road system. These funds are legally restricted for road maintenance, rehabilitation, and critical safety projects on the local streets and roads.

**Public Safety Grants**

This fund is used to account for law enforcement grants received such as the Supplemental Law Enforcement Account (SLESA) and Citizens' Option for Public Safety (COPS).

**Air Quality Management District (AQMD)**

This fund is used to account for the City’s share of vehicle registration fees that the State of California has allocated to address air quality concerns in Southern California. These monies are used for local and/or regional air quality maintenance programs.

**Integrated Waste Management**
This fund is used to account for the receipt of the California Beverage and Recycling Grant. Integrated Waste Management Funds have been budgeted to promote recycling and waste management within city facilities and at city events.

**Other Grants**
This fund is used to account for state, local and other grants received such as the CalRecycle and LEAP Grant.

**Technology Grants**
This includes funds received by cable franchises for public, educational, and government (PEG) channels. These funds are used for technology upgrades, equipment, community outreach, broadcast of council meetings, and provide City information on the Government Access Channel.

**Development Impact Fund**
This fund is used to account for revenue received as a result of negotiated developer agreements for affordable housing, traffic mitigation, community enhancement, and open spaces.

**Aliso Viejo Center**
This fund is used to account for the operations of the Aliso Viejo Center. The Aliso Viejo Center is a City owned facility that serves as an ideal venue to accommodate an array of functions, such as banquets, wedding celebrations, conferences, and corporate events.

**Aquatics Center**
This fund is used to account for the operations of the Aliso Viejo Aquatic Center. The Aliso Viejo Aquatic Center is a City owned facility that provides residents with a resort-style swimming complex that includes a lap pool, whirlpool, tot's wading pool, snack bar, and patio.

**CAPITAL IMPROVEMENT FUNDS**

**Street Improvements**
This fund is used to account for the City's street improvement projects.

**Capital Improvements**
This fund is used to account for the City's Capital Improvements Projects that do not fall in the Street Improvement or Storm Water categories, such as facilities and capital equipment.

**Storm Water**
This fund is used to account for the City's Storm Water related improvement projects.

**Certificates of Participation**
This fund is used to account for capital expenditures associated with the development and construction of the Aliso Viejo Ranch. The capital costs associated with the Aliso Viejo Ranch project include the construction of buildings, landscaping, parking lot, and hydroponic farm.

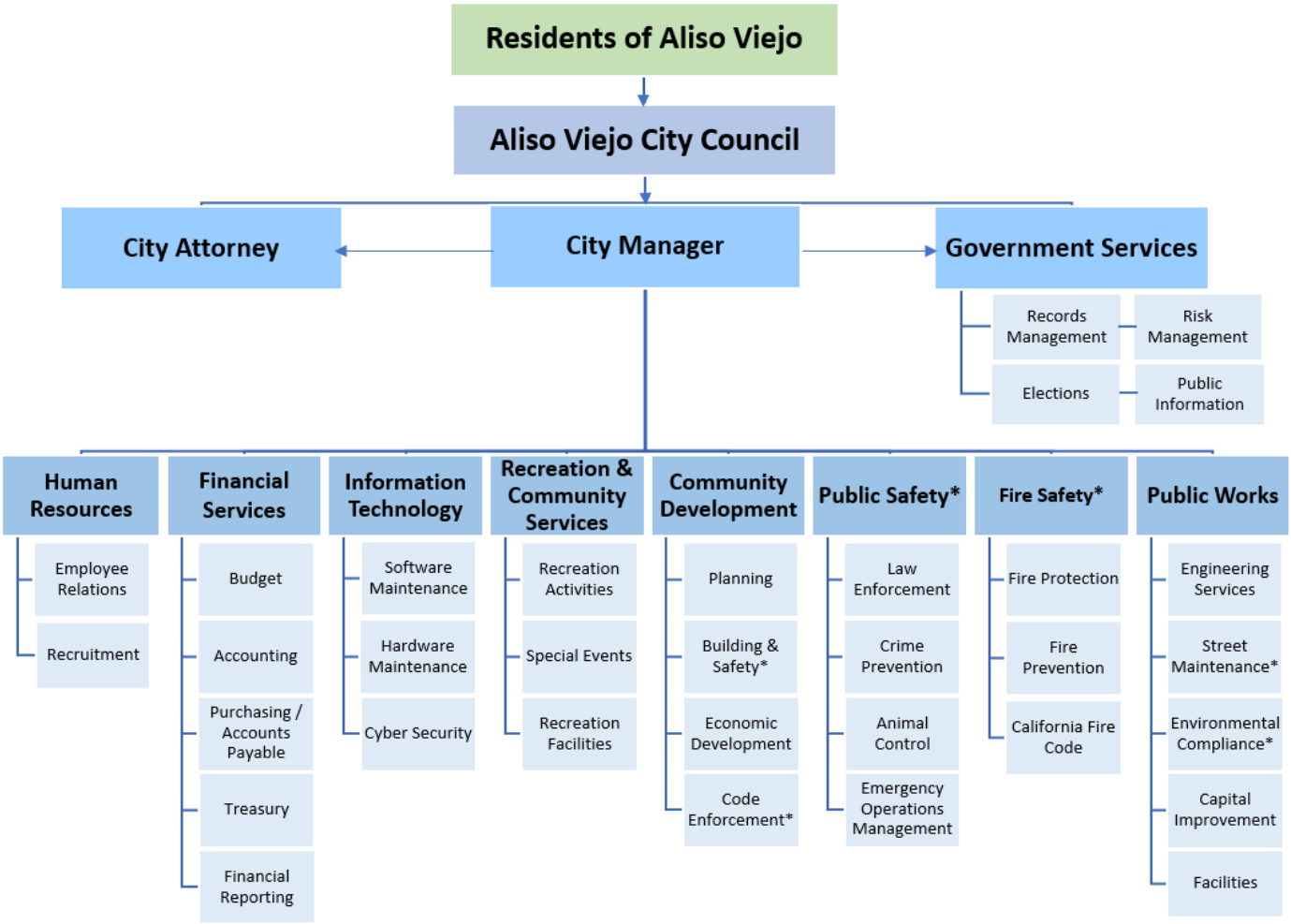
# Fund / Department Relationships

| Departments | Major Funds | Non-Major Funds | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | General | TCRF | Gas Tax | Measure M | RMRA | Public Safety Grants | AQMD | Integrated Waste Mgmt | Other Grants | Tech Grant | Dev. Impact | Federal Grants | Conference Center | Aquatic Center | Street Imp. | Capital Imp. | Storm Water | COP |
| 1101 City Council | X | | | | | | | | | | | | | | | | | |
| 1501 City Manager | X | | | | | | | | | | | | | | | | | |
| 1502 Economic Development | X | | | | | | | | | | | | | | | | | |
| 1503 Human Resources | X | | | | | | | | | | | | | | | | | |
| 1601 Government Services | X | | | | | | | | | | | | | | | | | |
| 2101 City Attorney | X | | | | | | | | | | | | | | | | | |
| 2501 Finance | X | | | | | | | | | | | | | | | | | |
| 3101 Information Technology | X | | | | | | | | | | | | | | | | | |
| 3501 Central Services | X | | | | | | | | | | | | | | | | | |
| 4101 Community Services Administration | X | | | | | | | | | | | | | | | | | |
| 4102 Iglesia Park | X | | | | | | | | | | | | | | | | | |
| 4103 Iglesia Building | X | | | | | | | | | | | | | | | | | |
| 4104 Iglesia Park Community Center | X | | | | | | | | | | | | | | | | | |
| 4105 Recreation Services | X | | | | | | | | | | | | | | | | | |
| 4401 Planning | X | | | | | | | | | | | | | | | | | |
| 4402 Building | X | | | | | | | | | | | | | | | | | |
| 4403 Code Enforcement | X | | | | | | | | | | | | | | | | | |
| 4501 Engineering (General) | X | | | | | | | | | | | | | | | | | |
| 4502 Traffic Engineering | X | X | X | | | | | | | | | | | | | | | |
| 4503 Street Maintenance | X | | X | X | | | | | | | | | | | | | | |
| 5101 Law Enforcement - Contract | X | | | | | | | | | | | | | | | | | |
| 5102 Law Enforcement - Other | X | | | | | X | | | | | | | | | | | | |
| 5103 Crime Prevention | X | | | | | | | | | | | | | | | | | |
| 5301 Animal Control | X | | | | | | | | | | | | | | | | | |
| 5401 EOC | X | | | | | | | | | | | | | | | | | |
| 6102 General-AB2928 | | | | | | | | | | | | | | | | | | |
| 6103 General-Gas Tax | | | X | | | | | | | | | | | | | | | |
| 6104 General-Measure M | | | | X | | | | | | | | | | | | | | |
| 6115 General-Public Safety | | | | | | X | | | | | | | | | | | | |
| 6121 General-AB2766 | | | | | | | X | | | | | | | | | | | |
| 6125 General-Beverage Container Recycling | | | | | | | | X | | | | | | | | | | |
| 6126 General-Used Oil Recycling Grant | | | | | | | | X | | | | | | | | | | |
| 6131 General-Other Grants | | | | | | | | | X | | | | | | | | | |
| 6141 General-Technology Grant | | | | | | | | | | X | | | | | | | | |
| 6145 General-Development Impact | | | | | | | | | | | X | | | | | | | |
| 6151 General-Federal Grant | | | | | | | | | | | | X | | | | | | |
| 6160 General-Conference Center | | | | | | | | | | | | | X | | | | | |
| 6161 General-Aquatic Center | | | | | | | | | | | | | | X | | | | |
| 8101 Government Buildings | X | | | | | | | | | | | | | | | | | X |
| 8201 Traffic Safety | | | | | | | | | | | | | | | X | | | |
| 8301 Streets & Highways | | | | | | | | | | | | | | | X | | | |
| 8601 Drainage Improvements | | | | | | | | | | | | | | | | | X | |
| 8701 Capital Projects | X | | | | | | | | | | | | | | | X | | X |
| 9501 Transfers Out | X | X | X | X | X | X | X | X | X | X | X | X | X | X | | | | |

General Fund
Special Revenue Funds
Capital Improvement Funds

# Organization Chart

July 1, 2023




*Contract Services

# CITY OF ALISO VIEJO

## BUDGET PHILOSOPHY AND OPERATING GUIDELINES

1. The City of Aliso Viejo's budget is designed to serve four major purposes:

   - Define **policy** in compliance with legal requirements for General Law cities in the State of California, the Governmental Accounting Standards Board (GASB) financial reporting requirements and auditing standards, and direction of the City Council. Prepare the Budget in conformity with Generally Accepted Accounting Principles using the modified accrual basis of accounting.

   - Provide an **operations guide** for management and staff responsible for fiscal resources.

   - Present the City's **financial plan** for the ensuing fiscal year, itemizing projected resources and estimated appropriations. The financial plan will be developed using strategic multi-year fiscal planning and conservative revenue forecasts.

   - Provide a **communications** document for citizens who wish to understand the operations and costs of City services.

2. The Financial Plan consists of budgets that originate within each department, are consolidated by financial services, and approved by the City Manager prior to submittal to the City Council.

3. The City Manager is responsible for ensuring compliance with the budget authorized by City Council.

4. The City Council has the legal authority to amend the budget at any time during the fiscal year. The City Manager and the Director of Financial Services have the authority to transfer appropriations within department budgets. City Council's approval is required for all budget amendments that result in a change to the adopted budget.

5. Reserves will be evaluated annually for long-term adequacy and use requirements in conjunction with development of the City's financial forecasts. Balances will be maintained at levels that protect the City from future uncertainties.

GOVERNMENT FINANCE OFFICERS ASSOCIATION

# *Distinguished Budget Presentation Award*

**PRESENTED TO**

**City of Aliso Viejo**
**California**

For the Fiscal Year Beginning

**July 1, 2020**

Christopher P. Morrill

**Executive Director**

Government Finance Officers Association

# Certificate of Achievement for Excellence in Financial Reporting

Presented to

**City of Aliso Viejo**
**California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morrill

Executive Director/CEO

**RESOLUTION NO. 2023-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING THE 2023-24 FISCAL YEAR BUDGET FOR THE CITY OF ALISO VIEJO**

**WHEREAS**, the City Council of the City of Aliso Viejo requires a fiscal plan for the City's operation; and

**WHEREAS**, a proposed budget for the City of Aliso Viejo for the fiscal year commencing July 1, 2023, and ending June 30, 2024, was submitted to the City Council, as required by Ordinance No. 2001-005; and

**WHEREAS**, the City Council has conducted a public meeting, has heard and considered public comments, has modified the draft budget accordingly, and wishes to adopt such budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024; and

**WHEREAS**, preparation of the fiscal year 2023-24 Annual Budget conforms to the Management and Budget Policies adopted by the City Council on November 16, 2005 by Resolution No. 2005-056; and

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

**SECTION 1.** That the fiscal year 2023-24 Annual Budget is hereby adopted.

**SECTION 2.** That the City Manager and the Director of Financial Services are hereby authorized to make expenditures in accordance with the fiscal year 2023-24 Annual Budget, as adopted, with the exception of those expenditures that require City Council approval in accordance with the ordinances and regulations of the City.

**SECTION 3.** That a copy of said fiscal year 2023-24 Annual Budget is on file in the office of the City Clerk, and is incorporated by reference into this resolution.

**SECTION 4.** That the Director of Financial Services is directed to enter the fiscal year 2023-24 Annual Budget into the City's financial system in accordance with appropriate accounting practices, and the City Manager, with the Director of Financial Services' assistance, shall assure compliance therewith.

**SECTION 5.** That the Mayor of the City of Aliso Viejo shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

# CITY RESOURCES AND APPROPRIATIONS SUMMARY

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# CITY OF ALISO VIEJO
## SUMMARY OF FUND BALANCE
### FY 2023-2024

| Fund | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| 101 General Fund | 32,970,765 | 27,131,163 | 30,580,168 | 26,648,944 | 30,641,306 | 29,468,548 |
| 202 TCRF | 122,602 | 90,909 | 76,109 | (73,746) | 1,234 | 2,234 |
| 203 Gas Tax | 787,586 | 740,649 | 732,739 | 945,424 | 756,439 | 927,539 |
| 204 Measure M | 1,436,674 | 851,548 | 1,314,964 | (65,276) | 298,289 | 261,223 |
| 205 RMRA | 796,636 | 783,340 | 825,560 | 150 | 262,700 | 59,395 |
| 215 Public Safety Grants | 122,819 | 109,946 | 129,018 | 78,557 | 113,323 | 114,980 |
| 221 AQMD Air Quality | 964,716 | 1,032,073 | 1,041,367 | 1,010,312 | 1,011,367 | 1,034,367 |
| 225 Integrated Waste Management | 28,476 | 17,753 | 83,593 | 2,603 | 80,518 | 78,518 |
| 231 Other Grants | 44,085 | (38,334) | (314,030) | 107,476 | (302,316) | (302,317) |
| 241 Technology Grant | 196,204 | 150,776 | 226,756 | 129,566 | 260,576 | 266,596 |
| 245 Development Impact | 2,622,371 | 1,410,623 | 1,410,623 | 1,410,623 | 1,409,623 | 1,409,623 |
| 251 Federal Grant | 13,127 | 15,409 | (85,717) | 296,173 | (120,791) | (120,791) |
| 260 Aliso Viejo Center | — | — | — | — | — | — |
| 261 Aquatic Center | — | 19,500 | — | 19,500 | — | — |
| 311 Street Improvements | — | — | — | — | — | — |
| 331 Capital Improvements | — | — | — | — | — | — |
| 332 Storm Water Improvements | 1 | (2) | — | — | — | — |
| 340 COP | — | — | — | — | — | — |
| 411 Debt Service | 4,319,695 | — | (3,268) | — | (3,268) | (3,268) |
| 511 AV Ranch Foundation | | | 50 | | 50 | 50 |
| **Total City Fund Balance** | 44,425,760 | 32,315,356 | 36,017,935 | 30,510,309 | 34,409,053 | 33,196,699 |

# CITY OF ALISO VIEJO
## CONSOLIDATED FUNDS RESERVES
### FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **FUND BALANCE** | | | | | | |
| **Non Spendable:** | 236,326 | 85,400 | 81,267 | — | — | |
| **Restricted for:** | | | | | | |
| Community Services | — | — | 19,500 | 19,500 | 19,500 | 50 |
| Community Development Projects | 334,190 | 2,891,135 | 1,721,020 | 1,650,268 | 1,650,268 | 1,452,420 |
| Capital Projects | 8,536,428 | 8,536,428 | 3,990,740 | 2,150,973 | 2,150,973 | 2,163,967 |
| Public Safety | 105,214 | 122,819 | 129,019 | 78,557 | 78,557 | 114,980 |
| **Assigned to:** | | | | | | |
| Contingency/Stabilization Reserves | 2,860,265 | 2,649,388 | 3,500,571 | 3,500,571 | 3,500,571 | 4,748,990 |
| Self-Insurance/Benefit Obligations | 1,445,475 | 1,150,474 | 600,000 | 600,000 | 600,000 | 600,000 |
| Asset Replacement | 9,096,430 | 8,317,710 | 11,882,444 | 8,500,000 | 8,500,000 | 12,529,179 |
| Emergencies & Unanticipated CIP Projects | 15,000,000 | 15,000,000 | 10,000,000 | 14,100,000 | 14,100,000 | 5,758,728 |
| **Unassigned:** | 6,811,432 | (6,437,998) | 4,093,374 | (89,560) | 3,809,184 | 5,828,385 |
| **Total Fund Balance** | 44,425,760 | 32,315,356 | 36,017,935 | 30,510,309 | 34,409,053 | 33,196,699 |

# CITY OF ALISO VIEJO
## SUMMARY OF RESOURCES & APPROPRIATIONS BY FUND
### FY 2023-2024

| | Beginning Balance | Transfers In | Resources | Appropriations | Transfers Out | Ending Balance |
|---|---|---|---|---|---|---|
| **General Funds** | | | | | | |
| 101 General Fund | 30,641,306 | 585,028 | 22,141,816 | 22,484,512 | 183,840 | 30,699,798 |
| General Fund Reserves | 30,699,798 | | | | 1,231,250 | 29,468,548 |
| Total General Funds | 30,641,306 | 585,028 | 22,141,816 | 22,484,512 | 1,415,090 | 29,468,548 |
| **Special Revenue Funds** | | | | | | |
| 202 TCRF | 1,234 | — | 1,000 | — | — | 2,234 |
| 203 Gas Tax | 756,439 | — | 1,492,900 | 1,321,800 | — | 927,539 |
| 204 Measure M | 298,289 | — | 1,045,512 | 37,578 | 1,045,000 | 261,223 |
| 205 RMRA | 262,700 | — | 1,291,695 | — | 1,495,000 | 59,395 |
| 215 Public Safety Grants | 113,323 | — | 176,700 | 175,043 | — | 114,980 |
| 221 AQMD Air Quality | 1,011,367 | — | 73,000 | 50,000 | — | 1,034,367 |
| 225 Integrated Waste Management | 80,518 | — | 14,000 | 16,000 | — | 78,518 |
| 231 Other Grants | (302,316) | — | — | — | 1 | (302,317) |
| 241 Technology Grant | 260,576 | — | 98,900 | 92,880 | — | 266,596 |
| 245 Development Impact | 1,409,623 | — | — | — | — | 1,409,623 |
| 251 Federal Grant* | (120,791) | — | 877,535 | 371,087 | 506,448 | (120,791) |
| 260 Aliso Viejo Center | — | — | 2,956,835 | 2,371,807 | 585,028 | — |
| 261 Aquatic Center | — | 183,840 | 998,000 | 1,181,840 | — | — |
| 311 Street Improvements | — | 2,540,000 | — | 2,540,000 | — | — |
| 331 Capital Improvements | — | 1,064,448 | — | 1,064,448 | — | — |
| 332 Storm Water Improvements | — | 15,000 | — | 15,000 | — | — |
| 340 COP | — | — | — | — | — | — |
| 511 AV Ranch Foundation | 50 | — | — | — | — | 50 |
| Total Special Revenue Funds | 3,771,012 | 3,803,288 | 9,026,077 | 9,237,483 | 3,631,477 | 3,731,417 |
| **Debt Service Funds** | | | | | | |
| 411 Debt Service | (3,268) | 658,250 | — | 658,250 | — | (3,268) |
| Total Debt Service Funds | (3,268) | 658,250 | — | 658,250 | — | (3,268) |
| **Total All Funds** | 34,409,049 | 5,046,566 | 31,167,893 | 32,380,245 | 5,046,567 | 33,196,699 |

# CITY OF ALISO VIEJO

## CONSOLIDATED SUMMARY OF RESOURCES & APPROPRIATIONS

### FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **RESOURCES[1]** | | | | | | |
| Property Tax | 8,647,685 | 8,981,521 | 9,211,738 | 9,490,000 | 9,302,000 | 9,731,500 |
| Sales Tax | 4,765,921 | 3,524,908 | 6,117,932 | 5,580,000 | 6,102,950 | 6,050,641 |
| Franchise Fees | 1,598,246 | 1,552,321 | 1,636,741 | 1,505,000 | 1,505,000 | 1,600,000 |
| Transient Occupancy Tax | 1,220,997 | 723,599 | 1,413,074 | 1,440,000 | 1,500,000 | 1,600,000 |
| Development Impact | 9,600 | 585,000 | — | — | — | — |
| Permits & Charges for Services | 1,137,613 | 1,400,136 | 1,095,133 | 915,200 | 1,100,000 | 1,100,000 |
| Fines and Forfeitures | 275,229 | 310,419 | 173,133 | 220,000 | 100,000 | 133,800 |
| Rev-Use of Money & Property | 3,060,191 | 2,949,821 | 4,618,641 | 4,692,290 | 4,979,091 | 5,818,935 |
| Intergovernmental Revenue | 4,078,343 | 3,867,506 | 6,501,902 | 7,168,202 | 7,168,202 | 4,967,742 |
| Other Revenue | 419,976 | 409,274 | 212,348 | 215,375 | 349,175 | 165,275 |
| Bond Proceeds | 12,006,870 | — | 1 | — | — | — |
| **Total Estimated Resources** | 37,220,674 | 24,304,501 | 30,980,639 | 31,226,067 | 32,106,418 | 31,167,893 |
| **APPROPRIATIONS[1]** | | | | | | |
| Administration & Support | 3,689,252 | 3,766,729 | 4,130,654 | 4,857,650 | 4,971,750 | 4,898,021 |
| City Hall | 180,091 | 194,720 | 221,077 | 220,866 | 260,866 | 245,481 |
| Community Services | 1,376,697 | 1,525,026 | 2,324,010 | 2,905,932 | 2,899,632 | 2,669,857 |
| Public Works | 2,688,455 | 2,979,458 | 2,871,255 | 3,202,121 | 3,217,521 | 3,249,908 |
| Public Safety | 9,289,303 | 9,358,292 | 9,505,404 | 11,033,791 | 11,115,651 | 10,646,151 |
| City Facilities | 2,020,681 | 2,141,702 | 3,377,622 | 3,167,316 | 3,167,316 | 3,553,647 |
| Capital Improvement Projects | 12,334,350 | 12,918,036 | 2,096,842 | 3,965,000 | 4,336,216 | 3,619,448 |
| Community & Economic Development | 2,294,536 | 2,873,499 | 2,116,623 | 2,784,624 | 3,089,297 | 2,839,482 |
| Debt Service | 494,560 | 657,436 | 657,705 | 657,050 | 657,050 | 658,250 |
| **Total Appropriations** | 34,367,925 | 36,414,898 | 27,301,192 | 32,794,350 | 33,715,299 | 32,380,245 |
| **NET CHANGE IN FUND BALANCE** | 2,852,749 | (12,110,397) | 3,702,578 | (1,568,283) | (1,608,881) | (1,212,352) |
| Beginning Fund Balance | 41,573,004 | 44,425,753 | 32,315,351 | 32,078,587 | 36,017,932 | 34,409,050 |
| **PROJECTED ENDING FUND BALANCE** | 44,425,753 | 32,315,351 | 36,017,932 | 30,510,304 | 34,409,051 | 33,196,699 |

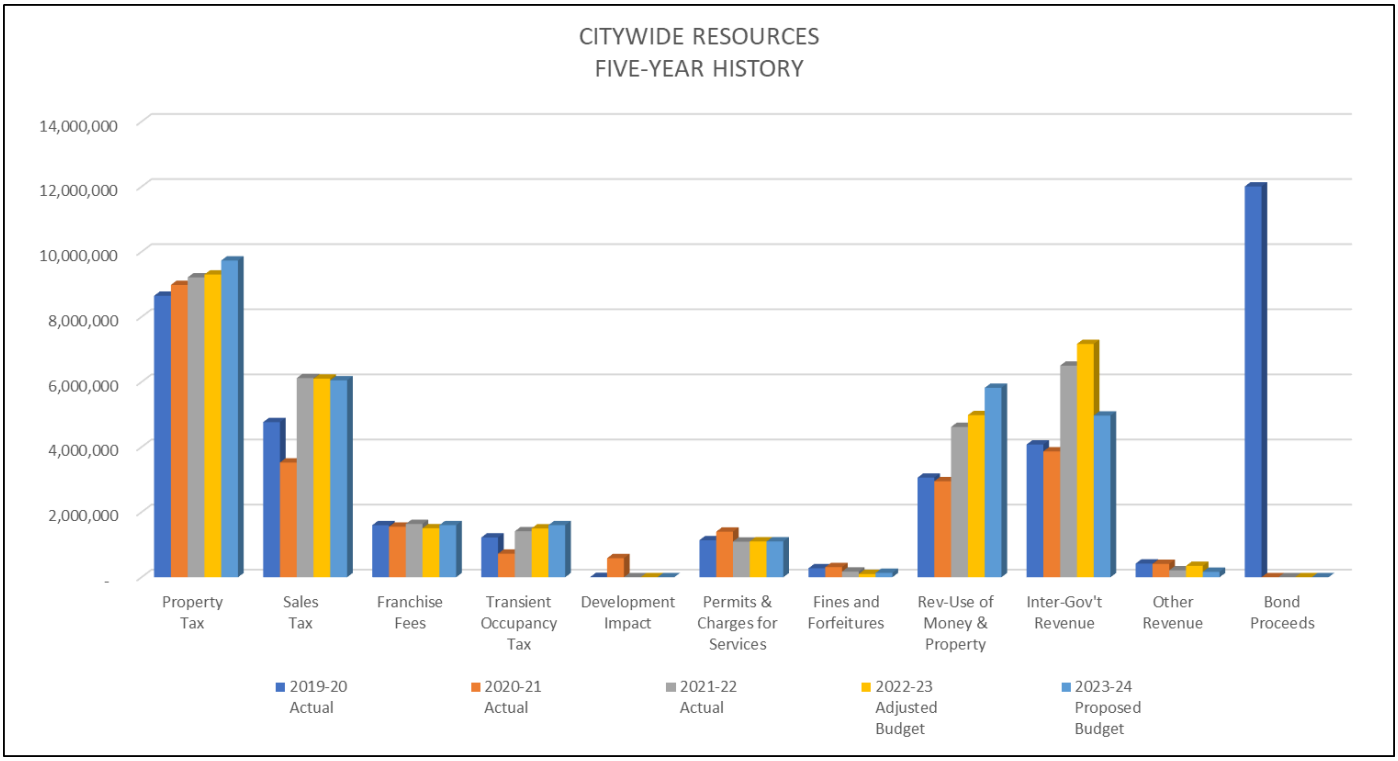
[1] Data does not include interfund transfers.

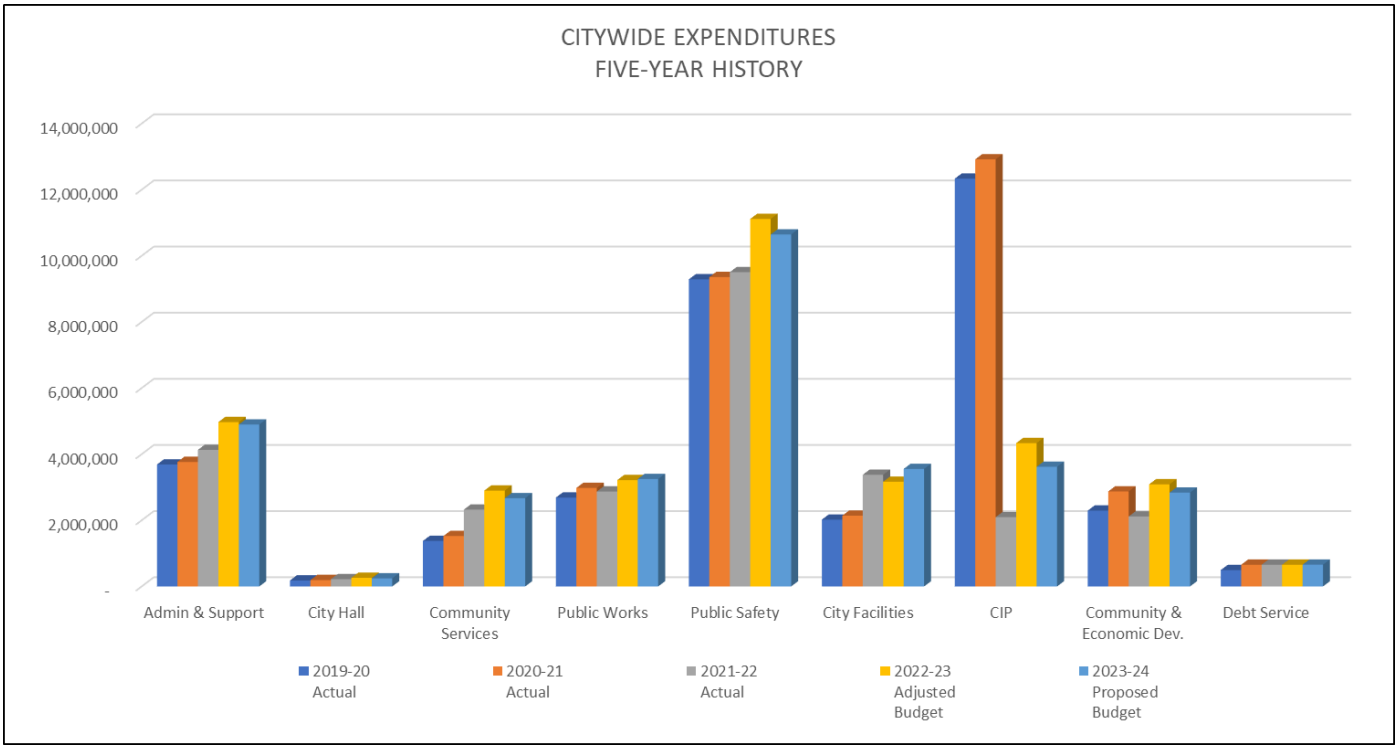
FY 2021-22 net change in fund balance includes other financing sources of $23,131 per ACFR.

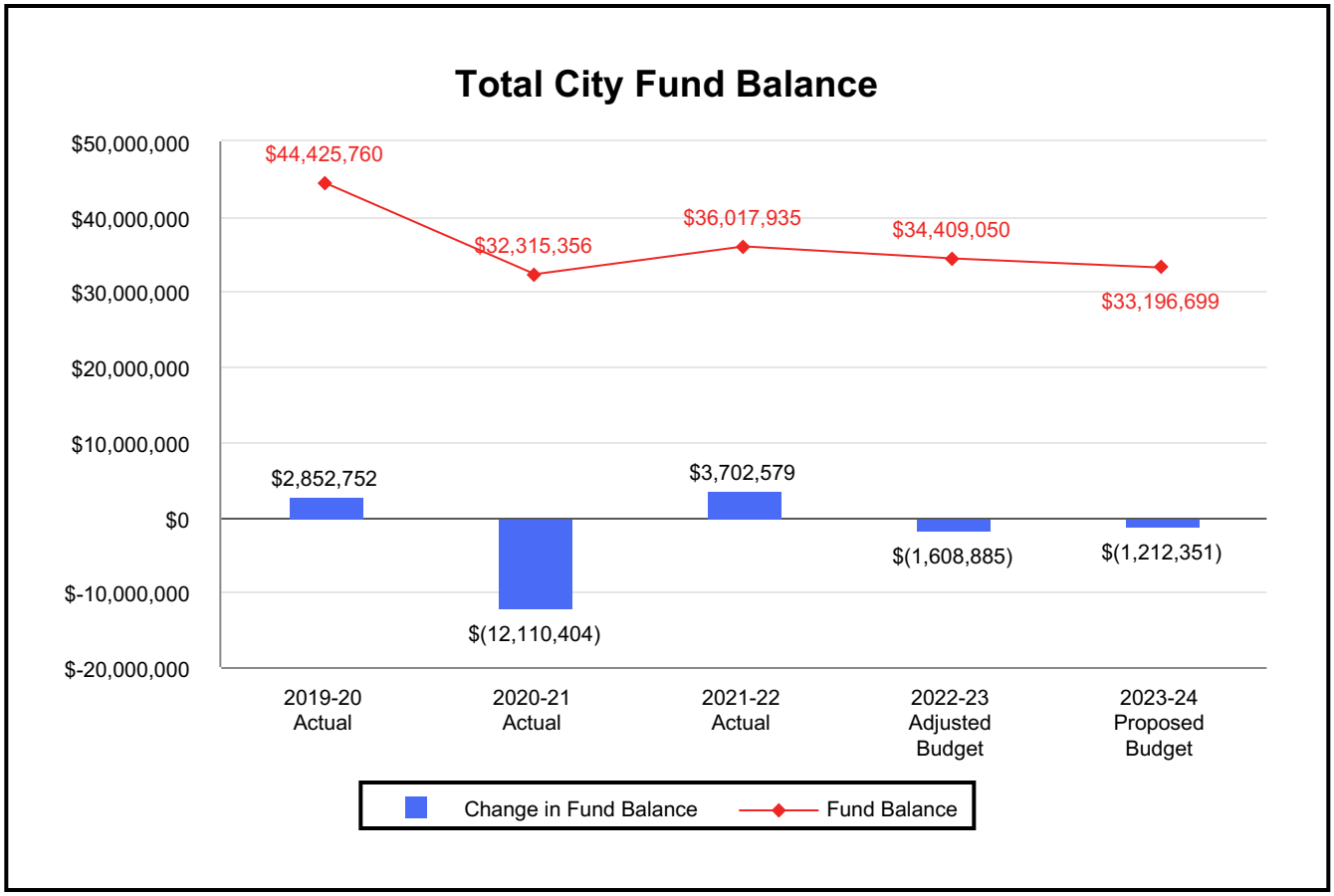
# CITY OF ALISO VIEJO
## SUMMARY OF RESOURCES & APPROPRIATIONS BY FUND
### FY 2023-2024

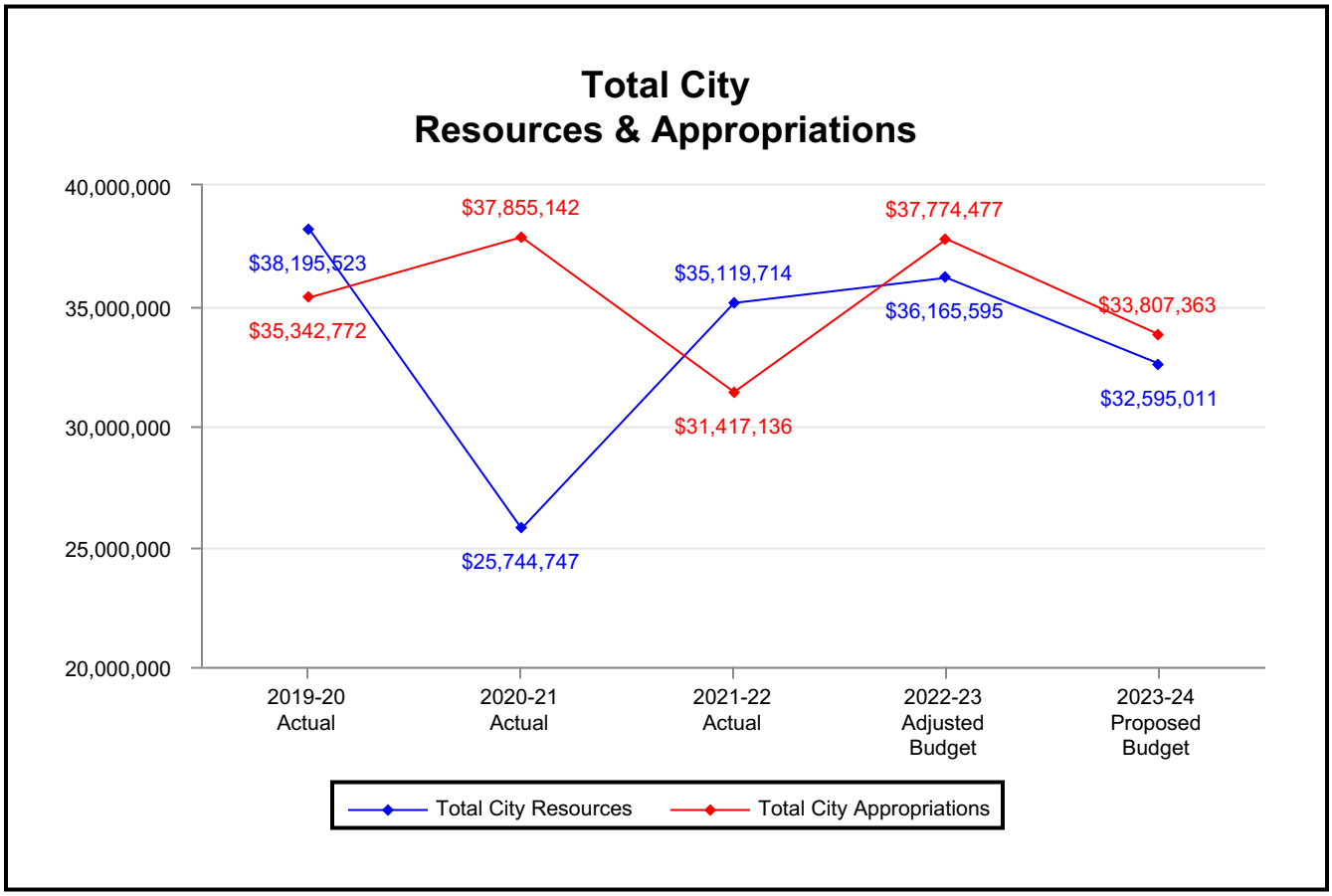
| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **OPERATING BUDGET** | | | | | | |
| **RESOURCES[1]** | | | | | | |
| 101 General Fund | 19,442,019 | 18,295,799 | 24,273,137 | 23,838,978 | 24,719,328 | 22,726,844 |
| 202 TCRF | 62,193 | 1,800 | (3,031) | 1,125 | 1,125 | 1,000 |
| 203 Gas Tax | 1,156,262 | 1,120,335 | 1,155,002 | 1,461,500 | 1,461,500 | 1,492,900 |
| 204 Measure M | 801,105 | 737,339 | 862,377 | 829,506 | 829,506 | 1,045,512 |
| 205 RMRA | 916,520 | 941,141 | 986,373 | 1,140,140 | 1,140,140 | 1,291,695 |
| 215 Public Safety Grants | 160,883 | 159,660 | 183,951 | 176,620 | 176,620 | 176,700 |
| 221 AQMD Air Quality | 98,264 | 149,987 | 9,294 | 70,000 | 70,000 | 73,000 |
| 225 Integrated Waste Management | 13,701 | 12,795 | 81,024 | 12,925 | 12,925 | 14,000 |
| 231 Other Grants | 66,933 | 15,033 | 72,873 | 75,405 | 75,405 | — |
| 241 Technology Grant | 136,318 | 123,316 | 100,812 | 109,000 | 109,000 | 98,900 |
| 245 Development Impact | 9,600 | 585,000 | — | — | — | — |
| 251 Federal Grant | 904,571 | 810,279 | 2,906,107 | 3,375,346 | 3,375,346 | 877,535 |
| 260 Aliso Viejo Center | 1,301,392 | 1,074,567 | 2,686,733 | 2,400,909 | 2,400,910 | 2,956,835 |
| 261 Aquatic Center | 733,564 | 1,086,635 | 1,150,632 | 1,136,740 | 1,136,740 | 1,181,840 |
| 411 Debt Service Fund | 12,392,198 | 631,061 | 654,437 | 657,050 | 657,050 | 658,250 |
| **Total Resources** | 38,195,523 | 25,744,747 | 35,119,714 | 35,285,244 | 36,165,595 | 32,595,011 |
| **APPROPRIATIONS[1]** | | | | | | |
| 101 General Fund | 19,068,427 | 24,135,397 | 20,824,132 | 24,435,190 | 24,658,190 | 23,899,602 |
| 202 TCRF | 57,196 | 33,493 | 11,769 | 76,000 | 76,000 | — |
| 203 Gas Tax | 1,291,825 | 1,167,272 | 1,162,911 | 1,382,800 | 1,437,800 | 1,321,800 |
| 204 Measure M | 204,110 | 1,322,465 | 398,961 | 1,597,965 | 1,846,181 | 1,082,578 |
| 205 RMRA | 827,706 | 954,436 | 944,154 | 1,703,000 | 1,703,000 | 1,495,000 |
| 215 Public Safety Grants | 143,277 | 172,533 | 164,879 | 192,315 | 192,315 | 175,043 |
| 221 AQMD Air Quality | 72,670 | 82,630 | — | 100,000 | 100,000 | 50,000 |
| 225 Integrated Waste Management | 10,409 | 23,518 | 15,184 | 16,000 | 16,000 | 16,000 |
| 231 Other Grants | 232,881 | 97,451 | 348,569 | — | 63,691 | — |
| 241 Technology Grant | 39,088 | 168,743 | 24,832 | 75,180 | 75,180 | 92,880 |
| 245 Development Impact | 2,396,280 | 1,796,748 | — | — | 1,000 | — |
| 251 Federal Grant | 891,444 | 807,998 | 3,007,233 | 3,080,377 | 3,410,420 | 877,535 |
| 260 Aliso Viejo Center | 1,301,392 | 1,074,567 | 2,686,733 | 2,400,910 | 2,400,910 | 2,956,835 |
| 261 Aquatic Center | 733,564 | 1,067,135 | 1,170,132 | 1,136,740 | 1,136,740 | 1,181,840 |
| 411 Debt Service | 8,072,503 | 4,950,756 | 657,705 | 657,050 | 657,050 | 658,250 |
| **Total Appropriations** | 35,342,772 | 37,855,142 | 31,417,136 | 36,853,527 | 37,774,477 | 33,807,363 |
| **CHANGE IN OPERATING FUNDS BALANCE** | 2,852,751 | (12,110,395) | 3,702,578 | (1,568,283) | (1,608,882) | (1,212,352) |
| **CAPITAL BUDGET** | | | | | | |
| **RESOURCES[1]** | | | | | | |
| 311 Street Improvements | 1,999,542 | 2,327,098 | 1,500,043 | 3,524,000 | 3,772,216 | 2,540,000 |
| 331 Capital Improvements | 642,142 | 350,508 | 572,107 | 411,000 | 534,000 | 1,064,448 |
| 332 Storm Water Improvements | 32,668 | (294) | 24,692 | 30,000 | 30,000 | 15,000 |
| 340 COP | 9,659,998 | 10,240,431 | — | — | — | — |
| **Total Resources** | 12,334,350 | 12,917,743 | 2,096,842 | 3,965,000 | 4,336,216 | 3,619,448 |
| **APPROPRIATIONS[1]** | | | | | | |
| 311 Street Improvements | 1,999,542 | 2,327,098 | 1,500,043 | 3,524,000 | 3,772,216 | 2,540,000 |
| 331 Capital Improvements | 642,142 | 350,508 | 572,107 | 411,000 | 534,000 | 1,064,448 |
| 332 Storm Water Improvements | 32,667 | (292) | 24,692 | 30,000 | 30,000 | 15,000 |
| 340 COP | 9,659,998 | 10,240,431 | — | — | — | — |
| **Total Appropriations** | 12,334,349 | 12,917,745 | 2,096,842 | 3,965,000 | 4,336,216 | 3,619,448 |
| **CHANGE IN CAPITAL FUNDS BALANCE** | 1 | — | — | — | — | — |
| **NET CHANGE IN FUND BALANCE** | 2,852,752 | (12,110,400) | 3,702,578 | (1,568,283) | (1,608,882) | (1,212,352) |
| Total Beginning Fund Balance | 41,573,004 | 44,425,756 | 32,315,356 | 32,078,587 | 36,017,932 | 34,409,050 |
| **PROJECTED TOTAL ENDING FUND BALANCE** | **44,425,756** | **32,315,356** | **36,017,932** | **30,510,304** | **34,409,050** | **33,196,699** |
| Use of General Fund Reserves | — | — | — | (657,050) | — | (1,231,250) |

[1] Data Includes Interfund Transfers


CITYWIDE RESOURCES
FIVE-YEAR HISTORY
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
Property Tax
Sales Tax
Franchise Fees
Transient Occupancy Tax
Development Impact
Permits & Charges for Services
Fines and Forfeitures
Rev-Use of Money & Property
Inter-Gov't Revenue
Other Revenue
Bond Proceeds
2019-20 Actual
2020-21 Actual
2021-22 Actual
2022-23 Adjusted Budget
2023-24 Proposed Budget


CITYWIDE EXPENDITURES
FIVE-YEAR HISTORY
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
Admin & Support
City Hall
Community Services
Public Works
Public Safety
City Facilities
CIP
Community & Economic Dev.
Debt Service
2019-20 Actual
2020-21 Actual
2021-22 Actual
2022-23 Adjusted Budget
2023-24 Proposed Budget


Total City Fund Balance
$50,000,000
$40,000,000
$30,000,000
$20,000,000
$10,000,000
$0
$-10,000,000
$-20,000,000
$44,425,760
$32,315,356
$36,017,935
$34,409,050
$33,196,699
$2,852,752
$(12,110,404)
$3,702,579
$(1,608,885)
$(1,212,351)
2019-20 Actual
2020-21 Actual
2021-22 Actual
2022-23 Adjusted Budget
2023-24 Proposed Budget
Change in Fund Balance
Fund Balance


Total City
Resources & Appropriations
40,000,000
35,000,000
30,000,000
25,000,000
20,000,000
$38,195,523
$35,342,772
$37,855,142
$25,744,747
$35,119,714
$31,417,136
$37,774,477
$36,165,595
$33,807,363
$32,595,011
2019-20 Actual
2020-21 Actual
2021-22 Actual
2022-23 Adjusted Budget
2023-24 Proposed Budget
Total City Resources
Total City Appropriations

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# GENERAL FUND BUDGET SUMMARY

# CITY OF ALISO VIEJO
## GENERAL FUND RESERVES
### FY 2023-2024

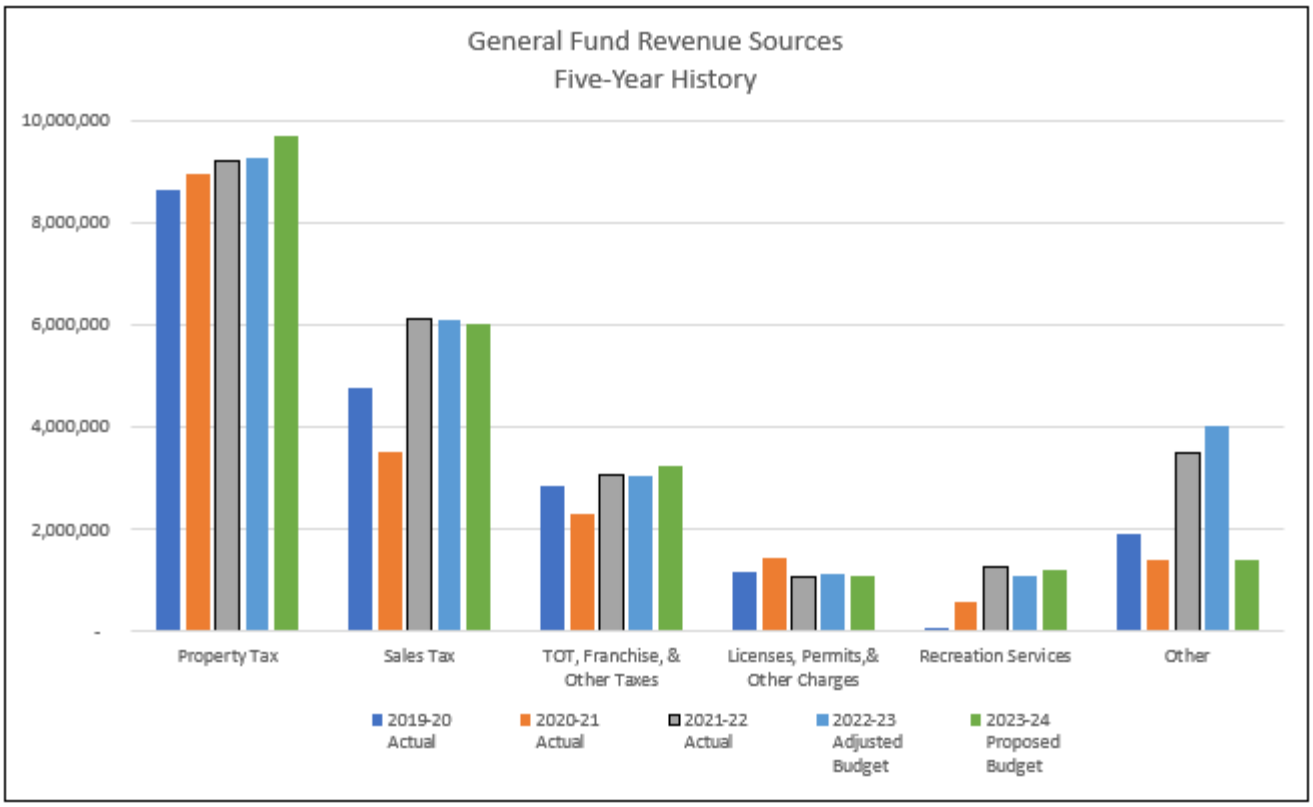
| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **FUND BALANCE** | | | | | | |
| **Non Spendable:** | 236,326 | 76,150 | 81,267 | — | — | — |
| **Assigned to:** | | | | | | |
| Stabilization / Contingency Reserves | 2,860,265 | 2,649,388 | 3,500,571 | 3,500,571 | 3,500,571 | 4,748,990 |
| Self-Insurance/Benefit Obligations | 1,445,475 | 1,150,474 | 600,000 | 600,000 | 600,000 | 600,000 |
| Asset Replacement | 9,096,430 | 8,317,710 | 11,882,444 | 8,500,000 | 8,500,000 | 12,529,180 |
| Emergencies & Unanticipated CIP Projects | 15,000,000 | 15,000,000 | 15,000,000 | 14,100,000 | 14,100,000 | 5,758,728 |
| **Unassigned:** | | | | | | |
| Unassigned General Fund | 4,332,269 | (62,559) | 4,515,886 | (51,627) | 3,940,735 | 5,831,650 |
| **Total Fund Balance** | 32,970,765 | 27,131,163 | 30,580,168 | 26,648,944 | 30,641,306 | 29,468,548 |

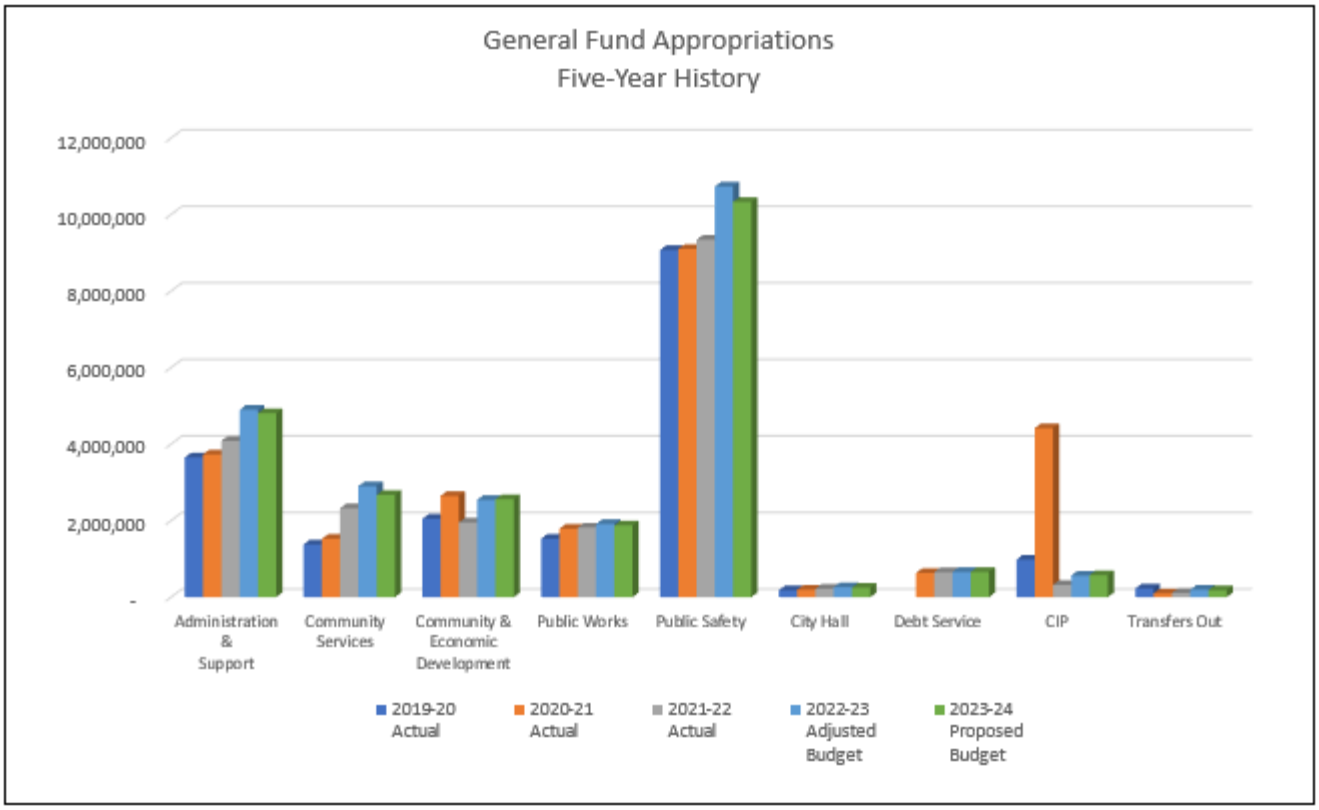
# CITY OF ALISO VIEJO

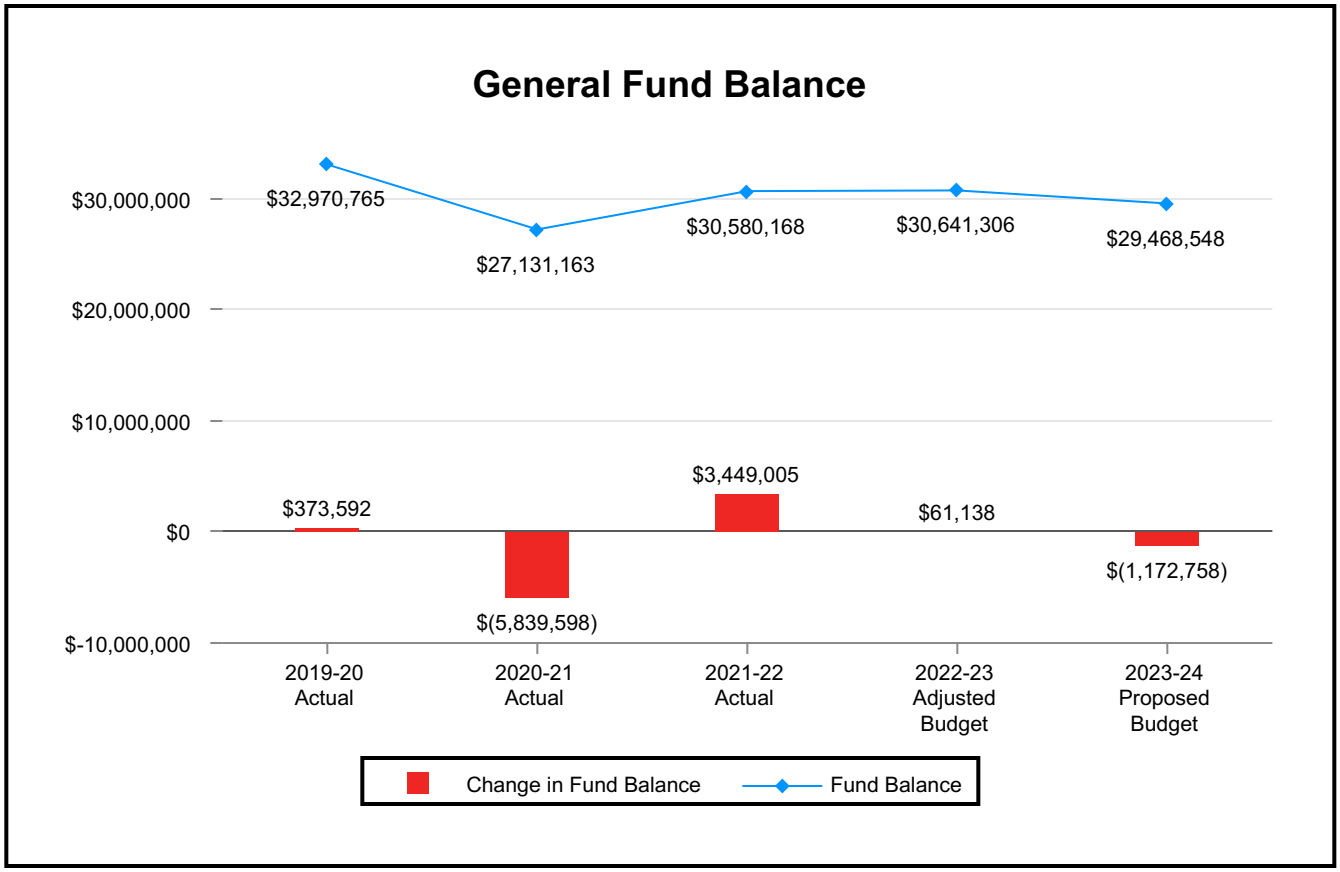
## SUMMARY OF GENERAL FUND RESOURCES & APPROPRIATIONS

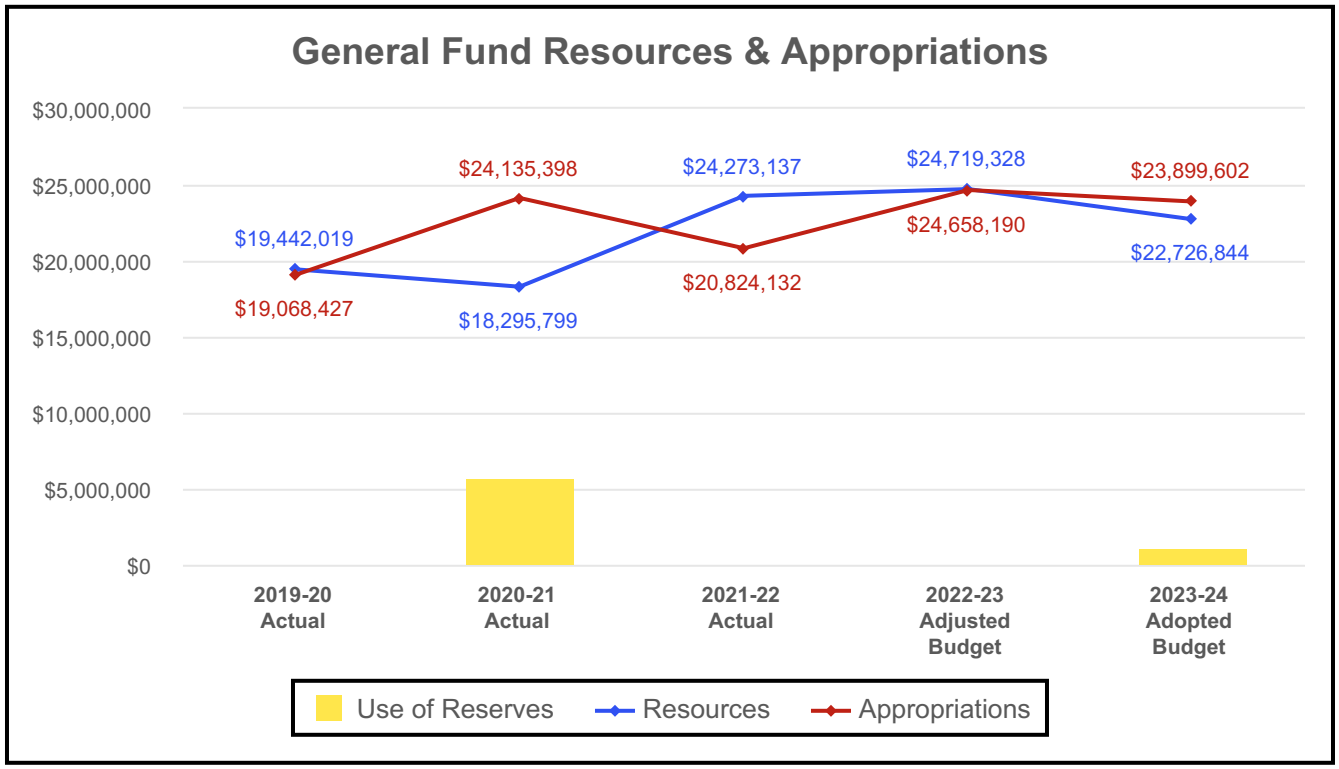
### FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **RESOURCES** | | | | | | |
| Taxes | 16,270,977 | 14,823,926 | 18,420,700 | 18,055,175 | 18,450,125 | 19,022,316 |
| Licenses & Permits | 719,722 | 976,782 | 714,168 | 619,600 | 700,000 | 700,000 |
| Fines and Forfeitures | 275,229 | 310,419 | 173,133 | 220,000 | 100,000 | 133,800 |
| Rev-Use of Money & Property | 761,278 | 176,746 | (318,666) | 300,000 | 300,000 | 400,000 |
| Intergovernmental Revenue | 49,186 | 42,844 | 64,675 | 47,500 | 47,500 | 47,500 |
| Current Services Charges | 417,895 | 423,357 | 331,427 | 295,600 | 400,000 | 360,000 |
| Other Revenue | 245,531 | 144,381 | 70,271 | 66,200 | 200,000 | 66,200 |
| Interfund Transfers In | 441,359 | 633,214 | 3,348,755 | 3,209,387 | 3,209,387 | 585,028 |
| **General Fund Sub-Total** | 19,181,177 | 17,531,669 | 22,804,463 | 22,813,462 | 23,407,012 | 21,314,844 |
| Rental Income | 180,791 | 183,936 | 199,917 | 212,316 | 212,316 | 212,000 |
| **Rental Income Sub-Total** | 180,791 | 183,936 | 199,917 | 212,316 | 212,316 | 212,000 |
| Recreation Services | 80,051 | 580,194 | 1,268,757 | 813,200 | 1,100,000 | 1,200,000 |
| **Recreation Services Sub-Total** | 80,051 | 580,194 | 1,268,757 | 813,200 | 1,100,000 | 1,200,000 |
| **Total Resources** | 19,442,019 | 18,295,799 | 24,273,137 | 23,838,978 | 24,719,328 | 22,726,844 |
| **APPROPRIATIONS** | | | | | | |
| Administration & Support | 3,650,163 | 3,732,640 | 4,084,945 | 4,782,470 | 4,896,570 | 4,805,141 |
| Community Services | 1,376,699 | 1,525,026 | 2,324,008 | 2,905,932 | 2,899,632 | 2,669,857 |
| Community & Economic Development | 2,049,810 | 2,647,690 | 1,952,634 | 2,543,300 | 2,543,300 | 2,558,455 |
| Public Works | 1,530,010 | 1,788,667 | 1,818,972 | 1,950,356 | 1,910,756 | 1,874,530 |
| Public Safety | 9,073,355 | 9,103,129 | 9,340,525 | 10,741,476 | 10,733,276 | 10,331,048 |
| Interfund Transfers Out | 1,208,299 | 5,143,527 | 1,082,257 | 1,290,790 | 1,413,790 | 1,415,090 |
| **General Fund Sub-Total** | 18,888,336 | 23,940,679 | 20,603,341 | 24,214,324 | 24,397,324 | 23,654,121 |
| City Hall | 180,091 | 194,719 | 221,077 | 220,866 | 260,866 | 245,481 |
| **City Hall Sub-Total** | 180,091 | 194,719 | 221,077 | 220,866 | 260,866 | 245,481 |
| **Total Appropriations** | 19,068,427 | 24,135,398 | 20,824,132 | 24,435,190 | 24,658,190 | 23,899,602 |
| **NET CHANGE IN FUND BALANCE** | 373,592 | (5,839,599) | 3,449,005 | (596,212) | 61,138 | (1,172,758) |
| Beginning Fund Balance | 0 | 32,970,765 | 27,131,163 | 27,245,156 | 30,580,168 | 30,641,306 |
| **PROJECTED ENDING FUND BALANCE** | 32,970,765 | 27,131,163 | 30,580,168 | 26,648,944 | 30,641,306 | 29,468,548 |


General Fund Revenue Sources
Five-Year History
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
Property Tax
Sales Tax
TOT, Franchise, & Other Taxes
Licenses, Permits,& Other Charges
Recreation Services
Other
2019-20 Actual
2020-21 Actual
2021-22 Actual
2022-23 Adjusted Budget
2023-24 Proposed Budget


General Fund Appropriations
Five-Year History
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
Administration & Support
Community Services
Community & Economic Development
Public Works
Public Safety
City Hall
Debt Service
CIP
Transfers Out
2019-20 Actual
2020-21 Actual
2021-22 Actual
2022-23 Adjusted Budget
2023-24 Proposed Budget


General Fund Balance
$30,000,000
$20,000,000
$10,000,000
$0
$-10,000,000
$32,970,765
$27,131,163
$30,580,168
$30,641,306
$29,468,548
$373,592
$(5,839,598)
$3,449,005
$61,138
$(1,172,758)
2019-20 Actual
2020-21 Actual
2021-22 Actual
2022-23 Adjusted Budget
2023-24 Proposed Budget
Change in Fund Balance
Fund Balance


General Fund Resources & Appropriations
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
$19,442,019
$19,068,427
$24,135,398
$18,295,799
$24,273,137
$20,824,132
$24,719,328
$24,658,190
$23,899,602
$22,726,844
2019-20 Actual
2020-21 Actual
2021-22 Actual
2022-23 Adjusted Budget
2023-24 Adopted Budget
Use of Reserves
Resources
Appropriations

# CITY OF ALISO VIEJO
## GENERAL FUND RESOURCES AND APPROPRIATIONS
## FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **RESOURCES** | | | | | | |
| **Taxes** | | | | | | |
| **General Property Taxes** | | | | | | |
| Current, Secured | 2,716,364 | 2,845,832 | 2,893,161 | 3,027,000 | 3,027,000 | 3,295,000 |
| Current, Unsecured | 84,048 | 85,578 | 90,637 | 84,000 | 80,000 | 84,000 |
| Prior Year Taxes | 20,806 | 28,004 | 28,433 | 25,000 | 25,000 | 25,000 |
| Supplemental Roll | 58,019 | 58,962 | 68,707 | 40,000 | 60,000 | 60,000 |
| Miscellaneous Property Tax | 8,746 | 5,319 | 2,860 | 5,000 | 3,000 | 5,000 |
| Property Tax In Lieu | 5,324,592 | 5,499,314 | 5,648,353 | 5,895,000 | 5,894,000 | 6,100,000 |
| Real Property Transfer Tax | 420,901 | 444,547 | 466,032 | 400,000 | 200,000 | 149,500 |
| Homeowner Prop Tax Relief | 14,210 | 13,964 | 13,555 | 14,000 | 13,000 | 13,000 |
| **Total General Property Taxes** | 8,647,686 | 8,981,520 | 9,211,738 | 9,490,000 | 9,302,000 | 9,731,500 |
| **Sales & Use Tax** | | | | | | |
| General Sales Tax | 4,765,921 | 3,524,908 | 6,117,932 | 5,580,000 | 6,102,950 | 6,050,641 |
| **Total Sales & Use Taxes** | 4,765,921 | 3,524,908 | 6,117,932 | 5,580,000 | 6,102,950 | 6,050,641 |
| **Franchise Fees** | | | | | | |
| Franchise-Electric | 360,005 | 407,387 | 446,977 | 400,000 | 400,000 | 600,000 |
| Franchise-Gas | 73,276 | 79,335 | 92,098 | 80,000 | 80,000 | 100,000 |
| Franchise-Cable Tv | 664,825 | 608,138 | 537,489 | 525,000 | 525,000 | 400,000 |
| Franchise-Waste Collection | 437,824 | 457,462 | 451,640 | 450,000 | 450,000 | 450,000 |
| Franchise-Other | 62,316 | — | 108,537 | 50,000 | 50,000 | 50,000 |
| **Total Franchise Fees** | 1,598,246 | 1,552,322 | 1,636,741 | 1,505,000 | 1,505,000 | 1,600,000 |
| **Other Taxes** | | | | | | |
| County Fire Tax Credit | 245 | 140 | 315 | 175 | 175 | 175 |
| Public Utility Tax | 37,882 | 41,437 | 40,900 | 40,000 | 40,000 | 40,000 |
| Transient Occupancy Tax | 1,220,997 | 723,599 | 1,413,074 | 1,440,000 | 1,500,000 | 1,600,000 |
| **Total Other Taxes** | 1,259,124 | 765,176 | 1,454,289 | 1,480,175 | 1,540,175 | 1,640,175 |
| **Total Taxes** | **16,270,977** | **14,823,926** | **18,420,700** | **18,055,175** | **18,450,125** | **19,022,316** |
| **Licenses & Permits** | | | | | | |
| **Construction Permits** | | | | | | |
| Building Permits | 332,550 | 444,949 | 279,321 | 300,000 | 300,000 | 300,000 |
| Electrical Permits | 58,709 | 129,480 | 75,694 | 75,000 | 75,000 | 75,000 |
| Plumbing Permits | 103,354 | 117,701 | 81,737 | 62,500 | 77,500 | 80,000 |
| Mechanical Permits | 84,350 | 134,655 | 79,704 | 62,500 | 77,900 | 80,000 |
| Grading Permits | — | — | — | — | — | — |
| C & D Permits | 27,680 | 28,961 | 25,206 | 30,000 | 30,000 | 30,000 |
| AUP | 6,483 | 6,022 | 3,402 | 4,000 | 4,000 | 4,000 |
| TUP | 556 | 574 | 1,167 | 600 | 600 | 600 |
| Exception Permit | 722 | 1,490 | 5,289 | 2,500 | 2,500 | 2,500 |
| Zoning/HO/Review | 3,084 | 2,345 | 2,034 | 2,500 | 2,500 | 2,500 |
| Sign Permits | 4,286 | 4,670 | 4,957 | 4,000 | 4,000 | 4,000 |
| Use Permit | 37,254 | 22,378 | 41,740 | 16,000 | 16,000 | 60,000 |
| Issuance Fee | 47,603 | 62,125 | 96,913 | 50,000 | 100,000 | 51,400 |
| Massage License Fees | — | — | — | — | — | — |
| Water Quality | 13,091 | 21,432 | 17,004 | 10,000 | 10,000 | 10,000 |
| **Total Construction Permits** | 719,722 | 976,782 | 714,168 | 619,600 | 700,000 | 700,000 |
| **Total Licenses & Permits** | **719,722** | **976,782** | **714,168** | **619,600** | **700,000** | **700,000** |

# CITY OF ALISO VIEJO
## GENERAL FUND RESOURCES AND APPROPRIATIONS
## FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **Fines & Forfeitures** | | | | | | |
| **Vehicle Code Fines** | | | | | | |
| Vehicle Code Fines | 114,562 | 131,085 | 75,160 | 100,000 | 50,000 | 50,000 |
| **Total Vehicle Code Fines** | 114,562 | 131,085 | 75,160 | 100,000 | 50,000 | 50,000 |
| **Other Fines & Forfeitures** | | | | | | |
| Parking Citations | 160,667 | 179,334 | 97,973 | 120,000 | 50,000 | 83,800 |
| **Total Other Fines & Forfeitures** | 160,667 | 179,334 | 97,973 | 120,000 | 50,000 | 83,800 |
| **Total Fines & Forfeiture** | **275,229** | **310,419** | **173,133** | **220,000** | **100,000** | **133,800** |
| **Revenue-Use of Money & Property** | | | | | | |
| **Investment Earnings** | | | | | | |
| Investment Earnings | 761,278 | 176,746 | (318,666) | 300,000 | 300,000 | 400,000 |
| **Total Investment Earnings** | 761,278 | 176,746 | (318,666) | 300,000 | 300,000 | 400,000 |
| **Rents & Concessions** | | | | | | |
| Rent-Iglesia Park | — | — | — | — | — | — |
| Program Revenue | — | — | — | — | — | — |
| **Total Rents & Concessions** | — | — | — | — | — | — |
| **Total Rev-Use of Money & Property** | **761,278** | **176,746** | **(318,666)** | **300,000** | **300,000** | **400,000** |
| **Intergovernmental Revenues** | | | | | | |
| **State Shared Taxes** | | | | | | |
| Motor Vehicle License Fee | 40,659 | 36,704 | 57,547 | 40,000 | 40,000 | 40,000 |
| State Mandated Reimbursement | 8,527 | 6,140 | 7,128 | 7,500 | 7,500 | 7,500 |
| **Total State Shared Taxes** | 49,186 | 42,844 | 64,675 | 47,500 | 47,500 | 47,500 |
| **Total Intergovernmental Revenues** | **49,186** | **42,844** | **64,675** | **47,500** | **47,500** | **47,500** |
| **Current Services Charges** | | | | | | |
| **General Govt. Charges** | | | | | | |
| Sales of Publications | 18 | — | 3 | — | — | — |
| **Total General Govt. Charges** | 18 | — | 3 | — | — | — |
| **Engineering Charges** | | | | | | |
| Engineering Fees | 8,523 | 7,965 | 3,943 | 3,000 | 3,000 | 3,000 |
| Transportation Permit | 3,741 | 3,381 | 3,189 | 3,000 | 3,000 | 3,000 |
| Encroachment Permits | 4,483 | 9,623 | 4,711 | 4,000 | 4,000 | 4,000 |
| WQMP | 19,280 | 24,812 | 24,470 | 19,000 | 19,000 | 19,000 |
| **Total Engineering Charges** | 36,027 | 45,781 | 36,313 | 29,000 | 29,000 | 29,000 |
| **Planning & Zoning Charges** | | | | | | |
| Planning Fees | 11,834 | 11,118 | 13,726 | 7,500 | 20,500 | 7,500 |
| Environmental Fees/CEQA | 831 | 941 | 871 | 1,000 | 1,000 | 1,000 |
| Development Agreement | — | — | — | — | — | — |
| Site Plan Review | — | — | — | — | — | — |
| General Plan | 24,016 | 48,835 | 11,511 | 10,000 | 10,000 | 10,000 |
| Housing Administration | — | — | — | 1,000 | 1,000 | 1,000 |
| Special Events Fees | 1,278 | — | 893 | 1,000 | 1,000 | 1,000 |
| Public Notification Fee | 701 | 820 | 480 | 500 | — | — |
| **Total Planning & Zoning Charges** | 38,660 | 61,714 | 27,481 | 21,000 | 33,500 | 20,500 |
| **Building Regulation Charges** | | | | | | |
| Building Plan Check Fees | 308,979 | 260,912 | 228,754 | 210,000 | 294,900 | 274,900 |
| SMIP | 401 | 537 | 111 | 750 | 750 | 750 |
| CASP Cert/Training | 2,118 | 3,144 | 3,452 | 2,000 | 2,000 | 2,000 |
| Building Standard Fee (CBSC) | 215 | 272 | 151 | 350 | 350 | 350 |
| Scanning | 20,744 | 24,928 | 23,354 | 20,000 | 27,000 | 20,000 |
| Code Enforcement Citations | 10,733 | 26,069 | 11,808 | 12,500 | 12,500 | 12,500 |
| **Total Building Regulation Charges** | 343,190 | 315,862 | 267,630 | 245,600 | 337,500 | 310,500 |
| **Total Current Services Charges** | **417,895** | **423,357** | **331,427** | **295,600** | **400,000** | **360,000** |

# CITY OF ALISO VIEJO
## GENERAL FUND RESOURCES AND APPROPRIATIONS
## FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **Other Revenue** | | | | | | |
| **Miscellaneous Revenues** | | | | | | |
| Information Technology Fees | 52,778 | 64,799 | 49,541 | 40,000 | 40,000 | 40,000 |
| Miscellaneous Revenue | 165,391 | 53,130 | 16,525 | 4,000 | 137,800 | 4,000 |
| Administrative Revenue | 27,287 | 26,277 | 4,080 | 22,000 | 22,000 | 22,000 |
| Returned Check Charges | 75 | 175 | 125 | 200 | 200 | 200 |
| **Total Miscellaneous Revenues** | 245,531 | 144,381 | 70,271 | 66,200 | 200,000 | 66,200 |
| **Total Other Revenue** | **245,531** | **144,381** | **70,271** | **66,200** | **200,000** | **66,200** |
| **City Hall** | | | | | | |
| **Revenue-Use of Money & Property** | | | | | | |
| Rent-City Hall Lease | 180,791 | 183,936 | 199,917 | 212,316 | 212,316 | 212,000 |
| **Total Rev-Use of Money & Property** | 180,791 | 183,936 | 199,917 | 212,316 | 212,316 | 212,000 |
| **Total City Hall** | **180,791** | **183,936** | **199,917** | **212,316** | **212,316** | **212,000** |
| **Recreation Services** | | | | | | |
| **Revenue-Use of Money & Property** | | | | | | |
| Facility Rental | — | 182,640 | 441,263 | 350,000 | 450,800 | 450,800 |
| Other Income | 7,226 | 26,723 | 58,810 | 15,000 | 60,000 | 60,000 |
| Program Revenue | 1,034 | 8,006 | 205 | 200 | 200 | 200 |
| Contract Classes | 71,291 | 296,723 | 651,471 | 365,000 | 455,000 | 555,000 |
| City Camp Revenue | — | 64,370 | 108,538 | 80,000 | 108,000 | 108,000 |
| Refunds | 500 | 1,732 | 8,470 | 3,000 | 6,000 | 6,000 |
| **Total Rev-Use of Money & Property** | 80,051 | 580,194 | 1,268,757 | 813,200 | 1,080,000 | 1,180,000 |
| **Other Revenue** | | | | | | |
| Farm Rental Revenue | — | — | — | — | 20,000 | 20,000 |
| **Total Rev-Other Revenue** | — | — | — | — | 20,000 | 20,000 |
| **Total Recreation Services** | **80,051** | **580,194** | **1,268,757** | **813,200** | **1,100,000** | **1,200,000** |
| **Transfers In** | | | | | | |
| **Interfund Transfers** | | | | | | |
| Interfund Transfers | 441,359 | 633,214 | 3,348,755 | 3,209,387 | 3,209,387 | 585,028 |
| **Total Interfund Transfers** | 441,359 | 633,214 | 3,348,755 | 3,209,387 | 3,209,387 | 585,028 |
| **Total Transfers In** | **441,359** | **633,214** | **3,348,755** | **3,209,387** | **3,209,387** | **585,028** |
| **TOTAL RESOURCES** | **19,442,019** | **18,295,799** | **24,273,137** | **23,838,978** | **24,719,328** | **22,726,844** |

# CITY OF ALISO VIEJO
## GENERAL FUND RESOURCES AND APPROPRIATIONS
## FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **APPROPRIATIONS** | | | | | | |
| **Administrative Services** | | | | | | |
| **City Council** | | | | | | |
| Personnel-Wages | 31,200 | 31,586 | 31,200 | 31,200 | 31,200 | 31,200 |
| Personnel-Benefits | 124,117 | 134,056 | 137,340 | 141,735 | 141,735 | 141,735 |
| Other Services | 9,360 | 4,836 | 15,773 | 30,425 | 30,425 | 31,025 |
| Supplies | 59 | 453 | 449 | 1,400 | 1,400 | 1,400 |
| **Total City Council** | 164,736 | 170,931 | 184,762 | 204,760 | 204,760 | 205,360 |
| **City Manager** | | | | | | |
| Personnel-Wages | 522,321 | 457,974 | 490,320 | 549,200 | 549,200 | 561,700 |
| Personnel-Benefits | 182,582 | 165,216 | 181,614 | 204,620 | 204,620 | 203,152 |
| Professional & Technical Services | (1,106) | — | — | — | — | — |
| Other Services | 9,622 | 4,905 | 12,611 | 17,295 | 18,095 | 17,445 |
| Supplies | 2,796 | 1,431 | 1,547 | 2,600 | 2,600 | 2,600 |
| **Total City Manager** | 716,215 | 629,526 | 686,092 | 773,715 | 774,515 | 784,897 |
| **Human Resources** | | | | | | |
| Personnel-Wages | 94,882 | 142,371 | 107,964 | 131,026 | 117,026 | 128,330 |
| Personnel-Benefits | 23,146 | 58,699 | 33,211 | 54,910 | 54,910 | 38,976 |
| Professional & Technical Services | 11,111 | 4,922 | 7,917 | 6,000 | 6,000 | 9,001 |
| Other Services | 4,089 | 5,582 | 10,167 | 29,550 | 17,550 | 13,352 |
| Supplies | 975 | 721 | 1,988 | 2,300 | 2,300 | 1,300 |
| **Total Human Resources** | **134,203** | **212,295** | **161,247** | **223,786** | **197,786** | **190,959** |
| **Government Services** | | | | | | |
| Personnel-Wages | 170,051 | 241,675 | 254,929 | 268,292 | 268,292 | 308,400 |
| Personnel-Benefits | 58,685 | 102,362 | 111,061 | 117,853 | 117,853 | 131,710 |
| Professional & Technical Services | 15,466 | 55,317 | 46,673 | 46,500 | 54,700 | 47,500 |
| Other Services | 3,027 | 43,371 | 9,509 | 95,320 | 95,320 | 15,640 |
| Supplies | 758 | 351 | 501 | 800 | 800 | 800 |
| Contract Services | 2,865 | 2,228 | 1,927 | 4,000 | 4,000 | 4,000 |
| **Total Government Services** | 250,852 | 445,304 | 424,600 | 532,765 | 540,965 | 508,050 |
| **City Attorney** | | | | | | |
| Professional & Technical Services | 303,664 | 326,156 | 347,591 | 306,000 | 295,108 | 321,300 |
| Other Services | 127,113 | 41,735 | 275,404 | 159,000 | 269,892 | 166,250 |
| **Total City Attorney** | 430,777 | 367,891 | 622,995 | 465,000 | 565,000 | 487,550 |
| **Finance** | | | | | | |
| Personnel-Wages | 495,190 | 463,555 | 382,278 | 527,050 | 527,050 | 456,000 |
| Personnel-Benefits | 183,598 | 172,731 | 150,532 | 211,445 | 211,445 | 202,105 |
| Professional & Technical Services | 105,603 | 135,628 | 130,832 | 198,820 | 198,820 | 183,170 |
| Operating Expenditures | — | — | — | — | — | — |
| Other Services | 8,007 | 5,221 | 3,088 | 9,580 | 9,580 | 9,080 |
| Supplies | 2,755 | 2,421 | 851 | 2,895 | 2,895 | 2,205 |
| **Total Finance** | 795,153 | 779,556 | 667,581 | 949,790 | 949,790 | 852,560 |
| **Information Technology** | | | | | | |
| Personnel-Wages | 229,457 | 237,731 | 316,925 | 345,600 | 345,600 | 378,900 |
| Personnel-Benefits | 88,464 | 94,814 | 136,629 | 143,346 | 143,346 | 150,300 |
| Professional & Technical Services | 132,540 | 191,108 | 198,147 | 174,050 | 174,050 | 221,350 |
| Operating Expenditures | 246,932 | 204,552 | 204,361 | 354,428 | 365,228 | 336,262 |
| Other Services | 779 | 1,559 | 8,181 | 11,560 | 11,560 | 11,560 |
| Supplies | 2,688 | 1,434 | 715 | 4,750 | 4,750 | 7,750 |
| **Total Information Technology** | 700,860 | 731,198 | 864,958 | 1,033,734 | 1,044,534 | 1,106,122 |

# CITY OF ALISO VIEJO
## GENERAL FUND RESOURCES AND APPROPRIATIONS
## FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **Non-Departmental** | | | | | | |
| Professional & Technical Services | 88,347 | 30,451 | 23,535 | 41,140 | 47,440 | 41,141 |
| Operating Expenditures | 51,595 | 50,454 | 61,980 | 85,020 | 80,020 | 95,585 |
| Other Services | 279,301 | 299,057 | 358,252 | 433,180 | 438,180 | 501,636 |
| Supplies | 38,124 | 15,977 | 28,943 | 39,580 | 53,580 | 31,281 |
| **Total Non-Departmental** | 457,367 | 395,939 | 472,710 | 598,920 | 619,220 | 669,643 |
| **Total Administrative Services** | **3,650,163** | **3,732,640** | **4,084,945** | **4,782,470** | **4,896,570** | **4,805,141** |
| **Community Services** | | | | | | |
| **Community Services Administration** | | | | | | |
| Personnel-Wages | 135,908 | 140,345 | 70,808 | — | — | — |
| Personnel-Benefits | 55,081 | 61,459 | 38,003 | — | — | 3,720 |
| Operating Expenditures | — | — | — | — | — | — |
| Other Services | 372,793 | 270,685 | 347,488 | 472,379 | 466,079 | 305,896 |
| Supplies | 1,111 | 2,434 | 204 | 2,000 | 2,000 | 2,000 |
| **Total Community Services Admin** | 564,893 | 474,923 | 456,503 | 474,379 | 468,079 | 311,616 |
| **Iglesia Park** | | | | | | |
| Operating Expenditures | 132,099 | 155,729 | 147,702 | 184,249 | 179,249 | 180,750 |
| **Total Iglesia Park** | 132,099 | 155,729 | 147,702 | 184,249 | 179,249 | 180,750 |
| **Iglesia Building** | | | | | | |
| Professional & Technical Services | 3,514 | 2,920 | 2,973 | 1,800 | 1,800 | 1,800 |
| Operating Expenditures | 37,056 | 38,692 | 40,378 | 52,045 | 57,045 | 57,000 |
| **Total Iglesia Building** | 40,570 | 41,612 | 43,351 | 53,845 | 58,845 | 58,800 |
| **Iglesia Park Community Center** | | | | | | |
| Personnel-Wages | — | — | — | — | — | — |
| Personnel-Benefits | — | — | — | — | — | — |
| Other Services | 157,500 | 157,500 | 157,500 | 177,500 | 177,500 | 177,500 |
| Supplies | — | — | — | — | — | — |
| **Center** | 157,500 | 157,500 | 157,500 | 177,500 | 177,500 | 177,500 |
| **Recreation Services** | | | | | | |
| Personnel-Wages | 242,755 | 301,569 | 523,980 | 987,700 | 987,700 | 772,100 |
| Personnel-Benefits | 99,561 | 133,100 | 191,566 | 287,950 | 287,950 | 278,906 |
| Professional & Technical Services | 116,634 | 109,070 | 405,834 | 332,869 | 332,869 | 442,445 |
| Operating Expenditures | 13,456 | 134,398 | 368,483 | 370,940 | 370,940 | 407,240 |
| Supplies | 9,231 | 17,125 | 29,089 | 36,500 | 36,500 | 40,500 |
| **Total Recreation Services** | **481,637** | **695,262** | **1,518,952** | **2,015,959** | **2,015,959** | **1,941,191** |
| **Total Community Services** | **1,376,699** | **1,525,026** | **2,324,008** | **2,905,932** | **2,899,632** | **2,669,857** |
| **Community Development** | | | | | | |
| **Planning** | | | | | | |
| Personnel-Wages | 490,469 | 484,377 | 512,743 | 566,494 | 446,494 | 412,925 |
| Personnel-Benefits | 182,463 | 187,688 | 187,731 | 218,186 | 210,180 | 160,410 |
| Professional & Technical Services | 82,484 | 53,845 | 74,472 | 75,000 | 263,006 | 168,000 |
| Other Services | 152,538 | (4,316) | 33,258 | 211,200 | 211,200 | 87,100 |
| Supplies | 2,068 | 2,857 | 776 | 13,400 | 3,400 | 2,500 |
| Contract Services | — | 50,985 | 12,305 | 215,000 | 180,000 | 100,000 |
| **Total Planning** | 910,022 | 775,436 | 821,285 | 1,299,280 | 1,314,280 | 930,935 |
| **Building** | | | | | | |
| Personnel-Wages | 21,541 | 73,971 | 77,459 | 85,170 | 85,170 | 173,585 |
| Personnel-Benefits | 9,231 | 32,213 | 33,793 | 35,550 | 35,550 | 70,935 |
| Other Services | 14,960 | 25,774 | (632) | 31,500 | 21,500 | 19,000 |
| Supplies | 1,364 | 1,161 | 1,016 | 4,000 | 4,000 | 4,000 |
| Contract Services | 515,206 | 553,487 | 453,900 | 515,000 | 515,000 | 515,000 |
| **Total Building** | 562,302 | 686,606 | 565,536 | 671,220 | 661,220 | 782,520 |

# CITY OF ALISO VIEJO
## GENERAL FUND RESOURCES AND APPROPRIATIONS
## FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **Code Enforcement** | | | | | | |
| Supplies | 241 | 667 | — | 1,000 | 1,000 | 1,000 |
| Contract Services | 82,260 | 97,471 | 84,369 | 105,000 | 100,000 | 102,000 |
| **Total Code Enforcement** | 82,501 | 98,138 | 84,369 | 106,000 | 101,000 | 103,000 |
| **Economic Development** | | | | | | |
| Professional & Technical Services | 83,955 | 819,163 | 63,777 | 40,000 | 40,000 | 55,000 |
| Other Services | 35,000 | 14,915 | 9,800 | 26,800 | 26,800 | 2,000 |
| Contract Services | 376,030 | 253,432 | 407,867 | 400,000 | 400,000 | 685,000 |
| **Total Economic Development** | 494,985 | 1,087,510 | 481,444 | 466,800 | 466,800 | 742,000 |
| **Total Community Development** | **2,049,810** | **2,647,690** | **1,952,634** | **2,543,300** | **2,543,300** | **2,558,455** |
| **Public Works** | | | | | | |
| **Engineering (General)** | | | | | | |
| Personnel-Wages | 366,244 | 405,397 | 415,019 | 569,000 | 569,000 | 575,320 |
| Personnel-Benefits | 113,197 | 127,033 | 130,577 | 186,505 | 186,505 | 189,610 |
| Professional & Technical Services | — | 74,278 | 2,117 | — | — | — |
| Operating Expenditures | 12,420 | 12,420 | 12,420 | 13,000 | 13,000 | 14,500 |
| Other Services | 157,758 | 175,916 | 182,395 | 226,450 | 206,450 | 225,400 |
| Supplies | 7,855 | 3,330 | 2,144 | 5,500 | 5,900 | 4,500 |
| Contract Services | 470,640 | 518,079 | 531,249 | 516,201 | 486,201 | 421,500 |
| **Total Engineering (General)** | 1,128,114 | 1,316,453 | 1,275,921 | 1,516,656 | 1,467,056 | 1,430,830 |
| **Traffic Engineering** | | | | | | |
| Contract Services | 356 | — | — | — | — | — |
| **Total Traffic Engineering** | 356 | — | — | — | — | — |
| **Street Maintenance** | | | | | | |
| Contract Services | 401,540 | 472,214 | 543,051 | 433,700 | 443,700 | 443,700 |
| **Total Street Maintenance** | 401,540 | 472,214 | 543,051 | 433,700 | 443,700 | 443,700 |
| **Total Public Works** | **1,530,010** | **1,788,667** | **1,818,972** | **1,950,356** | **1,910,756** | **1,874,530** |
| **Public Safety** | | | | | | |
| **Law Enforcement-Contract** | | | | | | |
| Professional & Technical Services | 8,454,085 | 8,404,279 | 8,659,399 | 9,917,083 | 9,877,584 | 9,468,817 |
| **Total Law Enforcement-Contract** | 8,454,085 | 8,404,279 | 8,659,399 | 9,917,083 | 9,877,584 | 9,468,817 |
| **Law Enforcement-Other** | | | | | | |
| Operating Expenditures | 17,521 | 6,178 | 3,545 | 5,000 | 5,000 | 5,000 |
| Other Services | 27,731 | 37,276 | 29,986 | 39,700 | 39,700 | 37,180 |
| Supplies | 7,609 | 6,173 | 11,249 | 9,725 | 9,725 | 11,725 |
| Contract Services | 129,477 | 199,304 | 215,244 | 209,732 | 241,031 | 256,266 |
| Public Safety Equipment | 64,307 | 41,870 | 2,205 | 32,130 | 32,130 | — |
| **Total Law Enforcement-Other** | 246,645 | 290,801 | 262,229 | 296,287 | 327,586 | 310,171 |
| **Crime Prevention** | | | | | | |
| Personnel-Wages | 11,319 | 16,797 | 12,452 | 36,270 | 36,270 | — |
| Personnel-Benefits | 333 | 388 | 1,372 | 3,400 | 3,400 | — |
| Operating Expenditures | 4,680 | 4,680 | 4,425 | 4,860 | 4,860 | 4,860 |
| Other Services | 542 | 999 | — | 2,000 | 2,000 | 2,000 |
| Supplies | 4,619 | 4,143 | 3,191 | 4,000 | 4,000 | 4,000 |
| **Total Crime Prevention** | 21,493 | 27,007 | 21,440 | 50,530 | 50,530 | 10,860 |
| **Animal Control** | | | | | | |
| Contract Services | 332,103 | 337,073 | 376,235 | 442,676 | 442,676 | 474,500 |
| **Total Animal Control** | 332,103 | 337,073 | 376,235 | 442,676 | 442,676 | 474,500 |

# CITY OF ALISO VIEJO
## GENERAL FUND RESOURCES AND APPROPRIATIONS
## FY 2023-2024

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **Emergency Operations Center** | | | | | | |
| Personnel-Wages | — | — | — | — | — | 26,250 |
| Personnel-Benefits | — | — | — | — | — | 2,550 |
| Professional Services | — | — | 2,500 | — | — | 8,000 |
| Rent | — | 2,573 | 2,985 | 2,760 | 2,760 | 2,760 |
| Other Services | 644 | 826 | 1,009 | 1,640 | 1,640 | 1,640 |
| Supplies | 18,385 | 40,570 | 14,728 | 30,500 | 30,500 | 25,500 |
| **Total Emergency Operations Center** | 19,029 | 43,969 | 21,222 | 34,900 | 34,900 | 66,700 |
| **Total Public Safety** | **9,073,355** | **9,103,129** | **9,340,525** | **10,741,476** | **10,733,276** | **10,331,048** |
| **Transfers Out** | | | | | | |
| **Transfers Out** | | | | | | |
| Transfers Out (COP) | | | | 657,050 | 657,050 | 658,250 |
| Transfers Out (CIP) | 1,208,299 | 5,143,527 | 1,082,257 | 441,000 | 564,000 | 573,000 |
| Transfers Out | 1,208,299 | 5,143,527 | 1,082,257 | 192,740 | 192,740 | 183,840 |
| **Total Transfers Out** | **1,208,299** | **5,143,527** | **1,082,257** | **1,290,790** | **1,413,790** | **1,415,090** |
| **City Hall** | | | | | | |
| **City Hall** | | | | | | |
| Professional & Technical Services | 16,061 | 13,045 | 5,791 | 5,000 | 5,000 | 5,000 |
| Operating Expenditures | 156,045 | 171,255 | 191,229 | 210,265 | 250,265 | 234,880 |
| Others Services | 695 | 1,183 | 1,923 | 600 | 600 | 600 |
| Capital Outlay | 7,290 | 9,236 | 22,134 | 5,001 | 5,001 | 5,001 |
| **Total City Hall** | 180,091 | 194,719 | 221,077 | 220,866 | 260,866 | 245,481 |
| **Transfers Out** | | | | | | |
| Transfers Out | — | — | — | — | — | — |
| **Total Transfers Out** | — | — | — | — | — | — |
| **Total City Hall** | **180,091** | **194,719** | **221,077** | **220,866** | **260,866** | **245,481** |
| **TOTAL APPROPRIATIONS** | **19,068,427** | **24,135,397** | **20,824,132** | **24,435,190** | **24,658,190** | **23,899,602** |
| **Resources over/(under) Appropriations** | 373,592 | (5,839,598) | 3,449,005 | (596,212) | 61,138 | (1,172,758) |
| Beginning Fund Balance | 32,597,173 | 32,970,765 | 27,131,163 | 27,245,156 | 30,580,168 | 30,641,306 |
| **Projected Ending Fund Balance** | **32,970,765** | **27,131,163** | **30,580,168** | **26,648,944** | **30,641,306** | **29,468,548** |
| **Use of General Fund Reserves** | | | | | | |
| GF Reserves (COP) | — | — | — | (657,050) | — | (658,250) |
| GF Reserves (CIP) | — | — | — | — | — | (573,000) |

# Budget Detail

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# ADMINISTRATION AND SUPPORT

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# CITY OF ALISO VIEJO

## City Council

FY 2023-2024

The City Council is elected by the citizens of Aliso Viejo to serve as the legislative body of the City. The City Council establishes policies reflecting the needs and priorities of the community, adopts laws and regulations to govern Aliso Viejo, and provides direction to the City Manager to maintain the quality of municipal services with fiscally sustainable decisions.

Council members also represent the City on various intergovernmental organizations to achieve governmental cooperation, support legislation and create programs that are consistent with the needs of the community.

The operating costs for the City Council are mainly comprised of Council stipend & benefits, and meeting and conference costs related to various governmental organizations.

| | 2018-19 Actual | 2019-20 Actual | 2020-21 Actual | 2021-22 Mid-Year Budget | 2022-23 Adopted Budget |
|---|---|---|---|---|---|
| **STAFF SUMMARY:** | | | | | |
| **City Council** | | | | | |
| Mayor | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Mayor Pro Tem | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| City Council Members | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 |
| **Total City Council** | **5.0** | **5.0** | **5.0** | **5.0** | **5.0** |

# CITY OF ALISO VIEJO

## City Council

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-1101 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | | |
| 4103 | City Council Compensation | 31,200 | 31,586 | 31,200 | 31,200 | 31,200 | 31,200 |
| | **SALARIES** | 31,200 | 31,586 | 31,200 | 31,200 | 31,200 | 31,200 |
| **PERSONNEL-BENEFITS** | | | | | | | |
| 4201 | Retirement | 7,078 | 5,280 | 5,213 | 4,135 | 4,135 | 4,135 |
| 4202 | FICA/Medicare | 1,689 | 1,460 | 1,723 | 2,405 | 2,405 | 2,405 |
| 4203 | State Unemployment/SDI | 756 | 699 | 686 | 690 | 690 | 690 |
| 4206 | Medical Insurance | 19,872 | 48,044 | 37,972 | 38,975 | 38,975 | 38,975 |
| 4207 | Dental Insurance | 3,828 | 3,482 | 3,630 | 3,630 | 3,630 | 3,630 |
| 4208 | Vision Insurance | 581 | 776 | 471 | 475 | 475 | 475 |
| 4224 | Deferred Compensation | 90,314 | 74,314 | 87,645 | 91,425 | 91,425 | 91,425 |
| | **TOTAL PERSONNEL-BENEFITS** | 124,117 | 134,056 | 137,340 | 141,735 | 141,735 | 141,735 |
| **OTHER SERVICES** | | | | | | | |
| 4501 | Advertising & Promotions | 851 | 1,950 | 725 | 700 | 700 | 700 |
| 4502 | Awards & Recognition | 64 | 402 | 158 | 500 | 500 | 500 |
| 4511 | Communication | 2,445 | 3,194 | 2,966 | 3,000 | 3,000 | 3,600 |
| 4514 | Events | — | — | — | 1,100 | 1,100 | 1,100 |
| 4520 | Mtgs/Conf./Trng & Dev. | 5,900 | (710) | 11,774 | 25,000 | 25,000 | 25,000 |
| 4521 | Membership & Dues | 100 | — | 150 | 125 | 125 | 125 |
| | **TOTAL OTHER SERVICES** | 9,360 | 4,836 | 15,773 | 30,425 | 30,425 | 31,025 |
| **Supplies** | | | | | | | |
| 4601 | Supplies | 59 | 453 | 449 | 1,400 | 1,400 | 1,400 |
| 4620 | Minor Equipment | — | — | — | — | — | — |
| | **TOTAL Supplies** | 59 | 453 | 449 | 1,400 | 1,400 | 1,400 |
| | **TOTAL CITY COUNCIL** | **164,736** | **170,930** | **184,762** | **204,760** | **204,760** | **205,360** |

# CITY OF ALISO VIEJO

## City Manager

FY 2023-2024

The City Manager is responsible for the general management of all City operations and personnel. This responsibility includes administering City contracts and agreements, advising the City Council of legislative and administrative concerns, overseeing intergovernmental relations, public relations, providing fiscal management, and ensuring that all City operations are conducted economically, efficiently, and effectively. Operating costs for the City Manager department include memberships, meetings, and conference costs related to professional organizations.

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|
| **STAFF SUMMARY (FTE):** | | | | | |
| City Manager* | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Director of Administrative Services | 1.0 | 1.0 | 1.0 | — | — |
| Management Analyst | — | — | — | — | 1.0 |
| Executive Assistant | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Office Assistant | 1.0 | 1.0 | 1.0 | 1.0 | — |
| **Total** | 4.0 | 4.0 | 4.0 | 3.0 | 3.0 |

* Office appointed by the City Council

# CITY OF ALISO VIEJO

## City Manager

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-1501 | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | |
| 4101 Regular Employees | 499,845 | 448,905 | 478,757 | 541,200 | 541,200 | 553,700 |
| 4102 Part-Time Wages | 4,780 | 648 | 1,508 | — | — | — |
| 4104 Overtime Pay | 17,696 | 8,421 | 10,054 | 8,000 | 8,000 | 8,000 |
| **TOTAL PERSONNEL-SALARIES** | 522,321 | 457,974 | 490,320 | 549,200 | 549,200 | 561,700 |
| **PERSONNEL-BENEFITS** | | | | | | |
| 4201 Retirement | 78,595 | 70,558 | 77,020 | 89,060 | 89,060 | 96,432 |
| 4202 FICA/Medicare | 8,090 | 7,261 | 7,845 | 8,545 | 8,545 | 8,060 |
| 4203 State Unemployment/SDI | 605 | 600 | 467 | 530 | 530 | 530 |
| 4206 Medical Insurance | 47,223 | 34,966 | 37,645 | 33,245 | 33,245 | 35,785 |
| 4207 Dental Insurance | 5,663 | 2,855 | 3,004 | 3,860 | 3,860 | 2,540 |
| 4208 Vision Insurance | 757 | 447 | 437 | 370 | 370 | 370 |
| 4209 Life Insurance | 2,020 | 1,820 | 1,942 | 2,100 | 2,100 | 2,400 |
| 4221 Flex Benefits | — | — | — | — | — | — |
| 4224 Benefit Cash Out | 28,315 | 35,548 | 40,860 | 53,710 | 53,710 | 43,835 |
| 4225 Vehicle/Cell Allowance | 11,315 | 11,160 | 12,395 | 13,200 | 13,200 | 13,200 |
| **TOTAL PERSONNEL-BENEFITS** | 182,582 | 165,216 | 181,614 | 204,620 | 204,620 | 203,152 |
| **PROFESSIONAL & TECH. SERVICES** | | | | | | |
| 4301 Professional Services | (1,106) | — | — | — | — | — |
| **TOTAL PROFESSIONAL & TECH. SERVICES** | (1,106) | — | — | — | — | — |
| **OTHER SERVICES** | | | | | | |
| 4511 Communication | 642 | 1,264 | 1,092 | 1,500 | 2,300 | 1,650 |
| 4520 Mtgs/Conf./Trng & Dev. | 6,297 | 706 | 7,878 | 12,215 | 12,215 | 12,215 |
| 4521 Membership & Dues | 2,682 | 2,935 | 3,641 | 3,580 | 3,580 | 3,580 |
| 4531 Community Outreach | — | — | — | — | — | — |
| **TOTAL OTHER SERVICES** | 9,622 | 4,905 | 12,611 | 17,295 | 18,095 | 17,445 |
| **SUPPLIES** | | | | | | |
| 4601 Supplies | 536 | 522 | 527 | 1,500 | 1,500 | 1,500 |
| 4611 Publications/Reference Materials | 793 | 909 | 1,020 | 1,100 | 1,100 | 1,100 |
| 4620 Minor Equipment | 1,466 | — | — | — | — | — |
| **TOTAL SUPPLIES** | 2,796 | 1,431 | 1,547 | 2,600 | 2,600 | 2,600 |
| **TOTAL CITY MANAGER** | **716,215** | **629,525** | **686,092** | **773,715** | **774,515** | **784,897** |

# CITY OF ALISO VIEJO

## Human Resources

FY 2023-2024

The Human Resources division provides overall policy direction on human resource management issues and administrative support functions related to the management of employees for all City departments. These services include classification and compensation, recruitment, benefit administration, and employee development. The FY 2023-2024 expenditures include employee wellness, recruitment, and meeting and conference costs related to professional organizations.

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|
| **STAFF SUMMARY (FTE):** | | | | | |
| Human Resource Analyst | — | — | — | 1.0 | 1.0 |
| **Total** | — | — | — | 1.0 | 1.0 |

# CITY OF ALISO VIEJO

## Human Resources

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-1503 | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | |
| 4101 Regular Employees | 60,148 | 142,371 | 88,307 | 106,220 | 106,220 | 113,330 |
| 4102 Part-Time Wages | 34,734 | — | 19,657 | 24,806 | 10,806 | 15,000 |
| 4104 Overtime Pay | — | — | — | — | — | — |
| **TOTAL PERSONNEL-SALARIES** | 94,882 | 142,371 | 107,964 | 131,026 | 117,026 | 128,330 |
| **PERSONNEL-BENEFITS** | | | | | | |
| 4201 Retirement | 10,119 | 29,999 | 15,676 | 24,020 | 24,020 | 8,425 |
| 4202 FICA/Medicare | 1,495 | 2,314 | 1,729 | 1,895 | 1,895 | 1,880 |
| 4203 State Unemployment/SDI | 449 | 161 | 255 | 355 | 355 | 176 |
| 4206 Medical Insurance | 3,270 | 7,993 | 4,059 | 7,055 | 7,055 | 8,355 |
| 4207 Dental Insurance | 171 | 376 | 258 | 585 | 585 | 560 |
| 4208 Vision Insurance | 92 | 220 | 61 | 115 | 115 | 115 |
| 4209 Life Insurance | 324 | 777 | 343 | 850 | 850 | 700 |
| 4224 Benefit Cash Out | 6,839 | 15,959 | 10,680 | 19,135 | 19,135 | 17,865 |
| 4225 Vehicle/Cell Allowance | 387 | 900 | 150 | 900 | 900 | 900 |
| **TOTAL PERSONNEL-BENEFITS** | 23,146 | 58,699 | 33,211 | 54,910 | 54,910 | 38,976 |
| **PROFESSIONAL & TECH. SERVICES** | | | | | | |
| 4309 Other Contractual Services | 11,111 | 4,922 | 7,917 | 6,000 | 6,000 | 9,001 |
| **TOTAL PROFESSIONAL & TECH. SERVICES** | 11,111 | 4,922 | 7,917 | 6,000 | 6,000 | 9,001 |
| **OTHER SERVICES** | | | | | | |
| 4520 Mtgs/Conf./Trng & Dev. | 3,769 | 5,018 | 9,447 | 28,500 | 16,500 | 12,302 |
| 4521 Membership & Dues | 320 | 564 | 720 | 1,050 | 1,050 | 1,050 |
| **TOTAL OTHER SERVICES** | 4,089 | 5,582 | 10,167 | 29,550 | 17,550 | 13,352 |
| **SUPPLIES** | | | | | | |
| 4601 Supplies | 975 | 578 | 855 | 800 | 800 | 800 |
| 4612 Operating Supplies | — | 143 | 1,133 | 1,500 | 1,500 | 500 |
| **TOTAL SUPPLIES** | 975 | 721 | 1,988 | 2,300 | 2,300 | 1,300 |
| **TOTAL HUMAN RESOURCES** | **134,203** | **212,295** | **161,247** | **223,786** | **197,786** | **190,959** |

# CITY OF ALISO VIEJO

## Government Services

FY 2023-2024

The Government Services Department supports municipal functions through the administration of legislation processes, election services, records management, public information, communications, and risk management. The Director of Government Services serves as the City Clerk, City's Election Official, Public Information Officer, Political Reform Act Filing Officer, Custodian of Records, and Compliance Officer. The Department conducts municipal elections and administers Political Reform Act requirements related to campaign disclosure statements, conflict of interest filings, and AB1243 ethics training. The Director ensures meetings, agendas, minutes, reports, public notices, resolutions, and ordinances are prepared, posted, and published pursuant to all legal statues, as well as attends, monitors, and retains complete records of the City Council proceedings. The Director ensures open and transparent access to the public through records-related services including records management, retention, and Public Records Act programs. The Director ensures the dissemination of timely and accurate public information of City operations, projects, policies, services, and programs through traditional media, social media, and online.

Operating expenditures for the Government Services Department are comprised primarily of election costs, professional and contract services related to records retention, publication of legally required notices, and maintaining and updating the Municipal Code in compliance with legal requirements.

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|
| **STAFF SUMMARY (FTE):** | | | | | |
| Director of Government Services/City Clerk | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Office Specialist | — | — | — | — | 1.0 |
| Office Assistant | — | — | — | 0.5 | 0.5 |
| **Total** | 1.0 | 1.0 | 1.0 | 1.5 | 2.5 |

# Administration & Support

## CITY OF ALISO VIEJO — Government Services

Estimated Expenditures — FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-1601 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | | |
| 4101 | Regular Employees | 157,003 | 221,560 | 238,381 | 243,000 | 243,000 | 282,400 |
| 4102 | Part Time Wages | 13,048 | 18,130 | 16,484 | 23,292 | 23,292 | 24,000 |
| 4104 | Overtime Pay | — | 1986 | 64 | 2000 | 2000 | 2000 |
| | **TOTAL PERSONNEL-SALARIES** | 170,051 | 241,675 | 254,929 | 268,292 | 268,292 | 308,400 |
| **PERSONNEL-BENEFITS** | | | | | | | |
| 4201 | Retirement | 29,967 | 46,881 | 52,449 | 56,688 | 56,688 | 70,265 |
| 4202 | FICA/Medicare | 2,683 | 3,750 | 3,959 | 4,560 | 4,560 | 4,520 |
| 4203 | State Unemployment/SDI | 451 | 492 | 604 | 530 | 530 | 530 |
| 4206 | Medical Insurance | 7,934 | 28,624 | 29,848 | 30,500 | 30,500 | 32,670 |
| 4207 | Dental Insurance | 829 | 3,049 | 3,326 | 3,330 | 3,330 | 3,195 |
| 4208 | Vision Insurance | 112 | 466 | 466 | 470 | 470 | 470 |
| 4209 | Life Insurance | 867 | 1,243 | 1,296 | 1,400 | 1,400 | 1,710 |
| 4221 | Flex Benefits | — | — | — | — | — | — |
| 4224 | Benefit Cash Out | 14,943 | 16,957 | 18,213 | 19,475 | 19,475 | 17,450 |
| 4225 | Vehicle/Cell | 900 | 900 | 900 | 900 | 900 | 900 |
| | **TOTAL PERSONNEL-BENEFITS** | 58,685 | 102,362 | 111,061 | 117,853 | 117,853 | 131,710 |
| **PROFESSIONAL & TECH. SERVICES** | | | | | | | |
| 4301 | Professional Services | — | — | — | — | — | — |
| 4303 | Legal Notices | 8,736 | 7,415 | 10,993 | 8,500 | 8,500 | 8,500 |
| 4305 | Technology Services | 6,260 | 47,537 | 34,625 | 35,000 | 43,200 | 36,000 |
| 4309 | Other Contractual Services | 470 | 365 | 1,054 | 3,000 | 3,000 | 3,000 |
| 4310 | Contractual Employment Services | — | — | — | — | — | — |
| | **TOTAL PROFESSIONAL & TECH. SERVICES** | 15,466 | 55,317 | 46,673 | 46,500 | 54,700 | 47,500 |
| **OTHER SERVICES** | | | | | | | |
| 4502 | Awards & Recognitions | 328 | 3,489 | 670 | 1,000 | 1,000 | 1,000 |
| 4511 | Communication | — | — | — | — | — | — |
| 4513 | Printing | — | — | — | — | — | — |
| 4520 | Mtgs/Conf./Trng & Dev. | 1,879 | 1,897 | 7,819 | 8,000 | 8,000 | 13,000 |
| 4521 | Membership & Dues | 820 | 1,150 | 1,020 | 1,320 | 1,320 | 1,640 |
| 4525 | Election | — | 36,835 | — | 85,000 | 85,000 | — |
| | **TOTAL OTHER SERVICES** | 3,027 | 43,371 | 9,509 | 95,320 | 95,320 | 15,640 |
| **SUPPLIES** | | | | | | | |
| 4601 | Supplies | 467 | 291 | 457 | 500 | 500 | 500 |
| 4611 | Publications/Reference Materials | 291 | 60 | 44 | 300 | 300 | 300 |
| 4612 | Operating Supplies | — | — | — | — | — | — |
| 4620 | Minor Equipment | — | — | — | — | — | — |
| | **TOTAL SUPPLIES** | 758 | 351 | 501 | 800 | 800 | 800 |
| **CONTRACT SERVICES** | | | | | | | |
| 4734 | Codification | 2,865 | 2,228 | 1,927 | 4,000 | 4,000 | 4,000 |
| | **TOTAL CONTRACT SERVICES** | 2,865 | 2,228 | 1,927 | 4,000 | 4,000 | 4,000 |
| | **TOTAL GOVERNMENT SVCS** | **250,852** | **445,305** | **424,599** | **532,765** | **540,965** | **508,050** |

# CITY OF ALISO VIEJO

## City Attorney

FY 2023-2024

The City Attorney serves as the legal counsel to the City Council, City Manager, and City staff on all legal aspects of municipal operations. Legal services include legal advice and analysis, preparation of legislation including ordinances and resolutions, drafting or review of contracts and agreements, conducting research and supporting the City in litigation, civil and criminal actions, and code enforcement. Other services include keeping the City Council, City Manager, and staff advised of current laws affecting decisions and programs of the City. This service is provided through a contract with the law firm of Best Best & Krieger LLP.

City Attorney operating expenditures include services for contract development and negotiations, code enforcement issues, compliance with NPDES and guidance on all legal matters.

**STAFF SUMMARY:**

Contract Services: Best Best and Krieger LLP

# CITY OF ALISO VIEJO

## City Attorney

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-2101 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PROFESSIONAL & TECH. SERVICES** | | | | | | | |
| 4304 | Legal Services | 303,664 | 326,156 | 347,591 | 306,000 | 295,108 | 321,300 |
| | **TOTAL PROFESSIONAL & TECH. SERVICES** | 303,664 | 326,156 | 347,591 | 306,000 | 295,108 | 321,300 |
| **OTHER SERVICES** | | | | | | | |
| 4532 | Special Projects | 67,716 | 15,668 | 34,803 | 50,000 | 180,892 | 52,500 |
| 4701 | NPDES | 1,428 | 5,043 | 743 | 5,000 | 5,000 | 5,000 |
| 4731 | General Plan | — | — | — | 20,000 | 0 | 21,000 |
| 4733 | Zoning Code | 11,282 | 4,768 | 4,470 | 7,500 | 7,500 | 7,500 |
| 4734 | Codification | — | — | — | 1,500 | 1,500 | 1,500 |
| 4735 | Litigation | 46,687 | 16,257 | 235,388 | 75,000 | 75,000 | 78,750 |
| | **TOTAL OTHER SERVICES** | 127,113 | 41,735 | 275,404 | 159,000 | 269,892 | 166,250 |
| | **TOTAL CITY ATTORNEY** | **430,777** | **367,891** | **622,995** | **465,000** | **565,000** | **487,550** |

# CITY OF ALISO VIEJO

## Financial Services

FY 2023-2024

The Financial Services Department administers the financial operations of the City through Budgeting, Accounting, Treasury, Purchasing, and Payroll functions. This department is responsible for safeguarding the City's financial assets through prudent internal control policies, providing responsive accounting services within Generally Accepted Accounting Principles, providing strategic and financial planning support, and maintaining budgetary control over all City funds. The Financial Services Department is also responsible for the preparation and administration of the City's annual budget as well as the safety, liquidity, and maximization of the yields of the City's financial resources in accordance with the City's Investment Policy.

Specific functions include: annual financial report preparation, financial audits, treasury portfolio administration, ledger reconciliation, recordation of City revenues, banking services, accounts payable, accounts receivable, payroll, fixed assets management, budget development, and maintenance of the financial system.

Financial Services operating costs are primarily comprised of contractual services related to the annual audit and financial review, property and sales tax monitoring, and fiscal analysis and strategic planning. Included are meeting and conference costs related to staff development and technology costs related to payroll services and financial software support.

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|
| **STAFF SUMMARY (FTE):** | | | | | |
| Director of Financial Services/City Treasurer* | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Financial Services Manager | 1.0 | 1.0 | 1.0 | — | — |
| Accounting Supervisor | — | — | — | 1.0 | — |
| Senior Accountant | — | — | — | — | 1.0 |
| Accountant | 1.4 | 1.4 | 1.4 | 1.0 | — |
| Junior Accountant | 1.0 | 1.0 | 1.0 | 1.0 | — |
| Accounting Technician | — | — | — | — | 2.0 |
| Office Assistant | — | — | — | 0.2 | — |
| **Total** | 4.4 | 4.4 | 4.4 | 4.2 | 4.0 |

* Office appointed by the City Council

| ESTIMATED EXPENDITURES DETAIL 101-2501 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | | |
| 4101 | Regular Employees | 485,216 | 462,177 | 332,771 | 511,900 | 511,900 | 451,000 |
| 4102 | Part Time Wages | 9,974 | — | 48,393 | 10,150 | 10,150 | — |
| 4104 | Overtime Pay | — | 1,378 | 1,115 | 5,000 | 5,000 | 5,000 |
| | **TOTAL PERSONNEL-SALARIES** | 495,190 | 463,555 | 382,278 | 527,050 | 527,050 | 456,000 |
| **PERSONNEL-BENEFITS** | | | | | | | |
| 4201 | Retirement | 74,586 | 73,143 | 54,088 | 89,260 | 89,260 | 83,545 |
| 4202 | FICA/Medicare | 8,499 | 7,824 | 6,123 | 8,960 | 8,960 | 6,700 |
| 4203 | State Unemployment/SDI | 742 | 731 | 1,103 | 880 | 880 | 705 |
| 4206 | Medical Insurance | — | — | 24,381 | 38,975 | 38,975 | 36,300 |
| 4207 | Dental Insurance | 2,725 | 1,354 | 2,707 | 2,505 | 2,505 | 3,045 |
| 4208 | Vision Insurance | 332 | 324 | 398 | 400 | 400 | 390 |
| 4209 | Life Insurance | 2,699 | 2,488 | 1,882 | 3,000 | 3,000 | 2,700 |
| 4224 | Benefit Cash Out | 92,215 | 85,442 | 58,651 | 65,665 | 65,665 | 67,820 |
| 4225 | Vehicle/Cell | 1,800 | 1,425 | 1,200 | 1,800 | 1,800 | 900 |
| | **TOTAL PERSONNEL-BENEFITS** | 183,598 | 172,731 | 150,532 | 211,445 | 211,445 | 202,105 |
| **PROFESSIONAL & TECH. SERVICES** | | | | | | | |
| 4301 | Professional Services | 67,001 | 93,331 | 82,072 | 150,260 | 150,260 | 134,260 |
| 4305 | Technology Services | 22,093 | 23,891 | 22,325 | 26,510 | 26,510 | 23,980 |
| 4309 | Other Contractual Services | 16,509 | 18,406 | 26,435 | 22,050 | 22,050 | 24,930 |
| | **TOTAL PROFESSIONAL & TECH. SERVICES** | 105,603 | 135,628 | 130,832 | 198,820 | 198,820 | 183,170 |
| **OPERATING EXPENDITURES** | | | | | | | |
| 4481 | Computer Expense | — | — | — | — | — | — |
| | **TOTAL OPERATING EXPENDITURES** | — | — | — | — | — | — |
| **OTHER SERVICES** | | | | | | | |
| 4512 | Postage | 158 | 50 | 0 | 250 | 250 | 250 |
| 4513 | Printing | 1,467 | 490 | 0 | 1,000 | 1,000 | 500 |
| 4520 | Mtgs/Conf./Trng & Dev. | 5,341 | 3,930 | 2,413 | 6,960 | 6,960 | 6,960 |
| 4521 | Membership & Dues | 1,042 | 750 | 675 | 1,370 | 1,370 | 1,370 |
| | **TOTAL OTHER SERVICES** | 8,007 | 5,221 | 3,088 | 9,580 | 9,580 | 9,080 |
| **SUPPLIES** | | | | | | | |
| 4601 | Supplies | 1,734 | 946 | 831 | 1,500 | 1,500 | 1,500 |
| 4611 | Publications/Reference Materials | 1,021 | 1,077 | 20 | 895 | 895 | 205 |
| 4612 | Operating Supplies | — | — | — | — | — | 500 |
| 4620 | Minor Equipment | — | 398 | — | 500 | 500 | — |
| | **TOTAL SUPPLIES** | 2,755 | 2,421 | 851 | 2,895 | 2,895 | 2,205 |
| | **TOTAL FINANCE** | **795,153** | **779,554** | **667,581** | **949,790** | **949,790** | **852,560** |

# CITY OF ALISO VIEJO
## Information Technology
FY 2023-2024

The Information Technology Department (IT) provides support and maintenance of the City's hardware, software, and infrastructure. The department is responsible for enhancing and managing the City's IT activities, including the evaluation, procurement, and maintenance of computers, network systems, and software.

The department is committed to the City's goals and strategic initiatives, thus enabling the City to enact proactive and preventative measures to achieve optimum performance levels for all of the City's users and systems.

Information Technology operating expenses include contract services for the implementation of Assets and Land Management software, ongoing GIS support, IT security, hardware purchases, licenses, and hardware and software support.

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|
| **STAFF SUMMARY (FTE):** | | | | | |
| Information Technology Manager | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Systems Administrator | — | — | — | 1.0 | 1.0 |
| IT Analyst | 0.0 | 0.5 | 0.5 | 1.0 | 1.0 |
| **Total** | 1.0 | 1.5 | 1.5 | 3.0 | 3.0 |

# CITY OF ALISO VIEJO

## Information Technology

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-3101 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | | |
| 4101 | Regular Employees | 214,774 | 216,338 | 316,728 | 345,600 | 345,600 | 378,900 |
| 4102 | Part Time Wages | 14,684 | 21,393 | 198 | 0 | — | — |
| 4104 | Overtime Pay | — | — | — | — | — | — |
| | **TOTAL PERSONNEL-SALARIES** | 229,457 | 237,731 | 316,925 | 345,600 | 345,600 | 378,900 |
| **PERSONNEL-BENEFITS** | | | | | | | |
| 4201 | Retirement | 33,615 | 39,358 | 51,193 | 51,310 | 51,310 | 58,525 |
| 4202 | FICA/Medicare | 4,476 | 2,869 | 4,989 | 6,056 | 6,056 | 5,530 |
| 4203 | State Unemployment/SDI | 655 | 500 | 441 | 530 | 530 | 530 |
| 4206 | Medical Insurance | 20,935 | 21,898 | 42,026 | 45,130 | 45,130 | 45,360 |
| 4207 | Dental Insurance | 2,529 | 2,296 | 4,177 | 4,330 | 4,330 | 4,155 |
| 4208 | Vision Insurance | 354 | 354 | 580 | 600 | 600 | 535 |
| 4209 | Life Insurance | 1,183 | 1,190 | 1,750 | 2,100 | 2,100 | 2,350 |
| 4224 | Benefit Cash Out | 23,816 | 24,549 | 28,848 | 30,590 | 30,590 | 30,615 |
| 4225 | Vehicle/Cell | 900 | 1,800 | 2,625 | 2,700 | 2,700 | 2,700 |
| | **TOTAL PERSONNEL-BENEFITS** | 88,464 | 94,814 | 136,629 | 143,346 | 143,346 | 150,300 |
| **PROFESSIONAL & TECH. SERVICES** | | | | | | | |
| 4301 | Professional Services | 38,530 | 81,758 | 81,490 | 40,000 | 40,000 | 85,000 |
| 4305 | Technology Services | 94,010 | 109,349 | 116,657 | 134,050 | 134,050 | 136,350 |
| | **TOTAL PROFESSIONAL & TECH. SERVICES** | 132,540 | 191,108 | 198,147 | 174,050 | 174,050 | 221,350 |
| **OPERATING EXPENDITURES** | | | | | | | |
| 4481 | Computer Expense | 246,932 | 204,552 | 204,361 | 354,428 | 365,228 | 336,262 |
| | **TOTAL OPERATING EXPENDITURES** | 246,932 | 204,552 | 204,361 | 354,428 | 365,228 | 336,262 |
| **OTHER SERVICES** | | | | | | | |
| 4520 | Mtgs/Conf./Trng & Dev. | 549 | 1,299 | 7,691 | 10,500 | 10,500 | 10,500 |
| 4521 | Membership & Dues | 230 | 260 | 490 | 1,060 | 1,060 | 1,060 |
| | **TOTAL OTHER SERVICES** | 779 | 1,559 | 8,181 | 11,560 | 11,560 | 11,560 |
| **SUPPLIES** | | | | | | | |
| 4601 | Supplies | 1,851 | 1,414 | 653 | 3,500 | 3,500 | 6,500 |
| 4611 | Publications/Reference Materials | 190 | 20 | 0 | 500 | 500 | 500 |
| 4612 | Operating Supplies | — | — | — | 250 | 250 | 250 |
| 4620 | Minor Equipment | 646 | — | 62 | 500 | 500 | 500 |
| | **TOTAL SUPPLIES** | 2,688 | 1,434 | 715 | 4,750 | 4,750 | 7,750 |
| | **TOTAL INFORMATION TECHNOLOGY** | **700,860** | **731,197** | **864,958** | **1,033,734** | **1,044,534** | **1,106,122** |

# CITY OF ALISO VIEJO

## Non-Departmental

FY 2023-2024

This Non-Departmental budget provides for the accounting of expenditures that are essential to the operation of the City that do not fall within the jurisdiction of any single department.

Included in this budget are the costs for the maintenance of City Hall, vehicles, and equipment, insurance premiums for general liability, workers' compensation, crime, and property, website services, E-News subscription, dissemination of public information, and office supplies. Also included are City memberships to LOCC, SCAG, ACCOC, OCCOG, and LAFCO.

# CITY OF ALISO VIEJO

## Non-Departmental

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-3501 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PROFESSIONAL & TECH. SERVICES** | | | | | | | |
| 4301 | Professional Services | 83,046 | 25,970 | 18,065 | 30,000 | 36,300 | 30,001 |
| 4306 | Website Services | 5,301 | 4,481 | 5,470 | 11,140 | 11,140 | 11,140 |
| 4309 | Other Contractual Services | — | — | — | — | — | — |
| | **TOTAL PROFESSIONAL & TECH. SERVICES** | 88,347 | 30,451 | 23,535 | 41,140 | 47,440 | 41,141 |
| **OPERATING EXPENDITURES** | | | | | | | |
| 4401 | Equipment Maintenance | 86 | — | — | — | — | — |
| 4411 | Utilities | — | — | — | — | — | — |
| 4421 | Equipment Rental | 12,936 | 12,070 | 13,590 | 17,000 | 17,000 | 17,000 |
| 4431 | Building & Ground Maintenance | 25,059 | 24,709 | 34,357 | 52,660 | 47,660 | 62,385 |
| 4471 | Rent | 13,514 | 13,675 | 14,034 | 15,360 | 15,360 | 16,200 |
| | **TOTAL OPERATING EXPENDITURES** | 51,595 | 50,454 | 61,980 | 85,020 | 80,020 | 95,585 |
| **OTHER SERVICES** | | | | | | | |
| 4501 | Advertising & Promotions | 968 | — | — | — | — | — |
| 4512 | Postage | — | 352 | 1,852 | 5,000 | 5,000 | 5,000 |
| 4513 | Printing | 4,888 | 4,254 | 4,541 | 10,120 | 11,120 | 10,120 |
| 4516 | Fuel | 2,789 | 2,932 | 3,734 | 5,000 | 7,000 | 9,000 |
| 4517 | Vehicle Maintenance | 3,038 | 1,066 | 1,108 | 3,000 | 6,000 | 3,000 |
| 4520 | Mtgs/Conf./Trng & Dev. | — | — | — | — | — | — |
| 4521 | Membership & Dues | 50,003 | 55,278 | 47,869 | 60,870 | 60,870 | 60,870 |
| 4522 | Insurance Expenses | 192,434 | 235,175 | 282,261 | 293,500 | 293,500 | 403,645 |
| 4553 | Community Outreach | 25,180 | — | 16,888 | 55,690 | 54,690 | 10,001 |
| | **TOTAL OTHER SERVICES** | 279,301 | 299,057 | 358,252 | 433,180 | 438,180 | 501,636 |
| **SUPPLIES** | | | | | | | |
| 4601 | Supplies | 14,391 | 8,882 | 13,268 | 16,800 | 16,800 | 16,400 |
| 4612 | Operating Supplies | 22,719 | 5,223 | 15,675 | 17,780 | 17,780 | 14,881 |
| 4620 | Minor Equipment | 1,015 | 1,872 | — | 5,000 | 19,000 | — |
| | **TOTAL SUPPLIES** | 38,124 | 15,977 | 28,943 | 39,580 | 53,580 | 31,281 |
| | **TOTAL NON-DEPARTMENTAL** | **457,368** | **395,939** | **472,711** | **598,920** | **619,220** | **669,643** |

# RECREATION & COMMUNITY SERVICES

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# CITY OF ALISO VIEJO

## Recreation & Community Services

FY 2023-2024

The Community Services Department serves our diverse community by enhancing the quality of life through a variety of recreational, cultural and educational opportunities and maximizes City resources through collaborative partnerships within the community. Additionally, the department provides oversight of the use and maintenance of Iglesia Park, Vista Park, Aliso Viejo Ranch, and Iglesia Park Community Center. The Recreation & Community Services department includes the following divisions:

- Community Services Administration
- Iglesia Park
- Iglesia Building
- Iglesia Park Community Center
- Recreation Services (Fund 103)
- Aliso Viejo Center (Fund 260)
- Aliso Viejo Aquatics Center (Fund 261)

The Recreation & Community Services division is responsible for the management of the City's quarterly Community Connection brochure and ENews, providing support to community groups and organizations, City sponsored special events, overseeing youth and senior programs, and administration of the Community Grant Program.

Community Services Administration operating expenditures include meeting and conference costs related to staff development, contract services for Community Connection design and printing, youth and senior programs, special events, and funds for community grants.

Iglesia Park division's operating expenditures include utilities, landscape maintenance, and equipment maintenance at the park.

Iglesia Building division includes costs associated with utilities, security, janitorial, and building maintenance.

Iglesia Park Community Center division is the accounting center for youth programming at Iglesia Park. Operating expenditures are comprised of contract services provided by the Boys and Girls Club.

The Recreation Services division is responsible for the administration and management of the Aliso Viejo Ranch and the City's recreation programs. The division operations are comprised of revenues and expenditures associated with recreation classes, day camps, as well as, utilities and maintenance of the Aliso Viejo Ranch.

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|
| **STAFF SUMMARY (FTE):** | | | | | |
| Director of Recreation & Community Services | 1.0 | — | — | — | — |
| Recreation & Community Svcs. Manager | — | 1.0 | 1.0 | 1.0 | 1.0 |
| Recreation & Community Svcs. Supervisor | 1.0 | 1.0 | 1.0 | 2.0 | 2.0 |
| Recreation & Community Svcs. Coordinator | 0.6 | 0.6 | 2.0 | 2.0 | 2.0 |
| Recreation & Community Svcs. Specialist | — | — | — | 2.0 | 2.0 |
| Community Outreach Specialist | 0.3 | 0.3 | 0.3 | — | — |
| Senior Recreation/Recreation Leader | — | — | — | 11.1 | 5.5 |
| **Total** | 2.9 | 2.9 | 4.3 | 18.1 | 12.5 |

# Recreation & Community Services

## CITY OF ALISO VIEJO — Consolidated

Estimated Expenditures — FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL Consolidated | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | |
| 4101 Regular Employees | 340,977 | 380,253 | 339,685 | 568,950 | 568,950 | 567,100 |
| 4102 Part Time Wages | 37,244 | 58,264 | 365,500 | 413,750 | 413,750 | 200,000 |
| 4104 Overtime Pay | 442 | 3,397 | 155,395 | 5,000 | 5,000 | 5,000 |
| **TOTAL PERSONNEL-SALARIES** | 378,663 | 441,914 | 860,580 | 987,700 | 987,700 | 772,100 |
| **PERSONNEL-BENEFITS** | | | | | | |
| 4201 Retirement | 47,000 | 53,281 | 22,683 | 73,320 | 73,320 | 68,731 |
| 4202 FICA/Medicare | 6,663 | 7,805 | 42,332 | 16,760 | 16,760 | 11,200 |
| 4203 State Unemployment/SDI | 1,252 | 2,154 | 9,192 | 3,520 | 3,520 | 4,405 |
| 4206 Medical Insurance | 16,970 | 28,299 | 6,321 | 82,470 | 82,470 | 56,725 |
| 4207 Dental Insurance | 606 | 1,210 | 34,361 | 5,465 | 5,465 | 1,805 |
| 4208 Vision Insurance | 184 | 296 | 1,778 | 415 | 415 | 615 |
| 4209 Life Insurance | 1,905 | 2,219 | 1,058 | 3,400 | 3,400 | 3,650 |
| 4221 Flex Benefits | 55,344 | 73,848 | 1,878 | 99,900 | 99,900 | 132,795 |
| 4224 Benefit Cash Out | 23,818 | 24,549 | 12,785 | — | — | — |
| 4225 Vehicle/Cell | 900 | 900 | 488 | — | — | 2,700 |
| **TOTAL PERSONNEL-BENEFITS** | 154,642 | 194,561 | 132,876 | 285,250 | 285,250 | 282,626 |
| **PROFESSIONAL & TECH. SERVICES** | | | | | | |
| 4301 Professional Services | — | — | 300 | — | — | — |
| 4305 Technology Services | 5,760 | 29,288 | — | 92,869 | 92,869 | 109,445 |
| 4309 Other Contractual Services | 114,387 | 82,702 | 56,541 | 241,800 | 241,800 | 334,800 |
| **TOTAL PROFESSIONAL & TECH. SERVICES** | 120,147 | 111,990 | 56,841 | 334,669 | 334,669 | 444,245 |
| **OPERATING EXPENDITURES** | | | | | | |
| 4411 Utilities | 35,364 | 76,393 | 391,347 | 99,500 | 104,500 | 117,000 |
| 4431 Building & Grounds Maintenance | 134,986 | 222,635 | 228,560 | 403,494 | 398,494 | 403,250 |
| 4451 Farm Operating Expenditures | — | — | 188,422 | 14,500 | 14,500 | 20,000 |
| 4461 Other Equipment Maintenance | 6,181 | — | 688 | 5,500 | 5,500 | 5,500 |
| 4481 Computer Expense | — | — | — | — | — | — |
| **TOTAL OPERATING EXPENDITURES** | 176,531 | 299,028 | 809,017 | 522,994 | 522,994 | 545,750 |
| **OTHER SERVICES** | | | | | | |
| 4501 Advertising & Promotions | 121,014 | 87,607 | 167,522 | 212,991 | 212,991 | 100,000 |
| 4511 Communication | 1,966 | 3,154 | 9,234 | 3,240 | 3,240 | 3,240 |
| 4513 Printing | 781 | 82 | 2,627 | — | — | — |
| 4520 Mtgs/Conf./Trng & Dev. | 9,742 | 7,417 | 3,966 | 19,395 | 16,095 | 20,995 |
| 4521 Membership & Dues | 2,112 | 2,512 | 2,575 | 3,325 | 3,325 | 3,325 |
| 4522 Insurance Expense | 2,412 | 1,522 | 2,409 | 4,400 | 4,400 | 4,400 |
| 4523 Miscellaneous Charges/Expense | — | — | — | — | — | — |
| 4524 Recreation - Senior Program | 7,020 | — | 1,035 | 5,993 | 5,993 | 7,520 |
| 4526 Recreation Activities | — | — | — | — | — | — |
| 4527 Recreation - City Special Events | 90,588 | 118,330 | 106,196 | 129,860 | 126,860 | 123,240 |
| 4528 Recreation - Partner Events | 16,702 | — | 1,081 | 5,500 | 5,500 | 4,500 |
| 4529 Recreation - Youth Programs | 223,500 | 168,846 | 174,030 | 208,500 | 208,500 | 186,500 |
| 4530 Community Grants | 9,538 | 9,538 | 11,738 | 13,690 | 13,690 | 13,690 |
| 4531 Community Outreach | 9,974 | 2,515 | 15,421 | 15,225 | 15,225 | 4,725 |
| 4532 Special Projects | 8,780 | 11,399 | 3,494 | 12,500 | 12,500 | 5,001 |
| 4533 Community Assistance Grants | 25,500 | 18,500 | 15,500 | 18,500 | 18,500 | 9,500 |
| 4534 Community Events | 3,412 | — | 21 | — | — | — |
| 4536 Summer Camp Scholarships | — | 7,851 | — | 6,000 | 6,000 | 6,000 |
| 4561 Taxes/Fees/Permits | 3,332 | 8,423 | 6,645 | 26,000 | 26,000 | 31,000 |
| 4570 Summer Camp Expense | — | 10,282 | 34,423 | 49,000 | 49,000 | 59,000 |
| **TOTAL OTHER SERVICES** | 536,373 | 457,978 | 557,917 | 734,119 | 727,819 | 582,636 |

| ESTIMATED EXPENDITURES DETAIL<br>Consolidated | 2017-18 Actual | 2018-19 Actual | 2019-20 Actual | 2020-21 Adopted Budget | 2020-21 Mid-Year Budget | 2021-22 Adopted Budget |
|---|---|---|---|---|---|---|
| **SUPPLIES** | | | | | | |
| 4601 Supplies | 6,307 | 6,099 | 47,089 | 15,000 | 15,000 | 17,500 |
| 4612 Operating Supplies | 1,626 | 6,757 | 6,292 | 18,500 | 18,500 | 20,000 |
| 4620 Minor Equipment | 2,408 | 6,703 | 17,854 | 5,000 | 5,000 | 5,000 |
| **TOTAL SUPPLIES** | 10,341 | 19,559 | 71,235 | 38,500 | 38,500 | 42,500 |
| **TOTAL COMMUNITY SERVICE ADMINISTRATION** | **1,376,697** | **1,525,030** | **2,488,466** | **2,903,232** | **2,896,932** | **2,669,857** |

# Recreation & Community Services

## CITY OF ALISO VIEJO — C.S. Administration

Estimated Expenditures — FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-4101 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | | |
| 4101 | Regular Employees | 135,908 | 140,345 | 70,808 | 0 | 0 | 0 |
| 4102 | Part Time Wages | 0 | 0 | 0 | 0 | 0 | — |
| 4104 | Overtime Pay | 0 | 0 | 0 | 0 | 0 | — |
| | **TOTAL PERSONNEL-SALARIES** | 135,908 | 140,345 | 70,808 | 0 | 0 | 0 |
| **PERSONNEL-BENEFITS** | | | | | | | |
| 4201 | Retirement | 25,469 | 29,596 | 19,598 | 0 | 0 | 0 |
| 4202 | FICA/Medicare | 2,328 | 2,380 | 1,157 | 0 | 0 | 0 |
| 4203 | State Unemployment/SDI | 161 | 161 | 147 | 0 | 0 | 0 |
| 4206 | Medical Insurance | 1,650 | 3,106 | 3,504 | 0 | 0 | 3,720 |
| 4207 | Dental Insurance | 0 | 0 | 0 | 0 | 0 | 0 |
| 4208 | Vision Insurance | 0 | 0 | 0 | 0 | 0 | 0 |
| 4209 | Life Insurance | 755 | 767 | 624 | 0 | 0 | 0 |
| 4221 | Flex Benefits | 0 | 0 | 0 | 0 | 0 | — |
| 4224 | Benefit Cash Out | 23,818 | 24,549 | 12,485 | 0 | 0 | 0 |
| 4225 | Vehicle/Cell | 900 | 900 | 488 | 0 | 0 | 0 |
| | **TOTAL PERSONNEL-BENEFITS** | 55,081 | 61,459 | 38,003 | 0 | 0 | 3,720 |
| **OPERATING EXPENDITURES** | | | | | | | |
| 4481 | Computer Expense | — | — | — | — | — | — |
| | **TOTAL OPERATING** | — | — | — | — | — | — |
| **OTHER SERVICES** | | | | | | | |
| 4501 | Advertising & Promotions | 121,014 | 87,607 | 167,522 | 212,991 | 212,991 | 100,000 |
| 4511 | Communication | — | — | — | — | — | — |
| 4520 | Mtgs/Conf./Trng & Dev. | 9,742 | 7,417 | 3,966 | 19,395 | 16,095 | 20,995 |
| 4521 | Membership & Dues | 2,112 | 2,512 | 2,575 | 3,325 | 3,325 | 3,325 |
| 4522 | Insurance Expense | 2,412 | 1,522 | 2,409 | 4,400 | 4,400 | 4,400 |
| 4524 | Recreation - Senior Program | 7,020 | — | 1,035 | 5,993 | 5,993 | 7,520 |
| 4526 | Recreation - Activities | — | — | — | — | — | — |
| 4527 | Recreation - City Special Events | 90,588 | 118,330 | 106,196 | 129,860 | 126,860 | 123,240 |
| 4528 | Recreation - Partner Events | 16,702 | — | 1,081 | 5,500 | 5,500 | 4,500 |
| 4529 | Recreation - Youth Programs | 66,000 | 11,346 | 16,530 | 31,000 | 31,000 | 9,000 |
| 4530 | Community Grants | 9,538 | 9,538 | 11,738 | 13,690 | 13,690 | 13,690 |
| 4531 | Community Outreach | 9,974 | 2,515 | 15,421 | 15,225 | 15,225 | 4,725 |
| 4532 | Special Projects | 8,780 | 11,399 | 3,494 | 12,500 | 12,500 | 5,001 |
| 4533 | Community Assistance Grants | 25,500 | 18,500 | 15,500 | 18,500 | 18,500 | 9,500 |
| 4534 | Community Events | 3,412 | 0 | 21 | 0 | 0 | 0 |
| | **TOTAL OTHER SERVICES** | 372,793 | 270,685 | 347,488 | 472,379 | 466,079 | 305,896 |
| | **SUPPLIES** | | | | | | |
| 4601 | Supplies | 1,111 | 1,426 | 204 | 2,000 | 2,000 | 2,000 |
| 4612 | Operating Supplies | — | — | — | — | — | — |
| 4620 | Minor Equipment | — | 1,007 | — | — | — | — |
| | **TOTAL SUPPLIES** | 1,111 | 2,434 | 204 | 2,000 | 2,000 | 2,000 |
| | **TOTAL C.SVCS ADMINISTRATION** | **564,892** | **474,922** | **456,504** | **474,379** | **468,079** | **311,616** |

| ESTIMATED EXPENDITURES DETAIL 101-4102 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PROFESSIONAL & TECH. SERVICES** | | | | | | | |
| 4309 | Other Contractual Services | — | — | — | — | — | — |
| | **TOTAL PROFESSIONAL & TECH. SERVICES** | — | — | — | — | — | — |
| **OPERATING EXPENDITURES** | | | | | | | |
| 4411 | Utilities | 18,173 | 21,610 | 22,864 | 24,500 | 24,500 | 26,000 |
| 4431 | Building & Ground Maintenance | 107,745 | 134,119 | 124,150 | 154,249 | 149,249 | 149,250 |
| 4461 | Other Equipment Maintenance | 6,181 | — | 688 | 5,500 | 5,500 | 5,500 |
| | **TOTAL OPERATING EXPENDITURES** | 132,099 | 155,729 | 147,702 | 184,249 | 179,249 | 180,750 |
| | **TOTAL IGLESIA PARK** | **132,099** | **155,729** | **147,702** | **184,249** | **179,249** | **180,750** |

| ESTIMATED EXPENDITURES DETAIL 101-4103 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PROFESSIONAL & TECH. SERVICES** | | | | | | | |
| 4309 | Other Contractual Services | 3,514 | 2,920 | 2,973 | 1,800 | 1,800 | 1,800 |
| | **TOTAL PROFESSIONAL & TECH. SERVICES** | 3,514 | 2,920 | 2,973 | 1,800 | 1,800 | 1,800 |
| **OPERATING EXPENDITURES** | | | | | | | |
| 4411 | Utilities | 15,266 | 16,998 | 16,216 | 18,000 | 23,000 | 23,000 |
| 4431 | Building & Ground Maintenance | 21,790 | 21,694 | 24,162 | 34,045 | 34,045 | 34,000 |
| | **TOTAL OPERATING EXPENDITURES** | 37,056 | 38,692 | 40,378 | 52,045 | 57,045 | 57,000 |
| | **TOTAL IGLESIA BUILDING** | **40,570** | **41,612** | **43,351** | **53,845** | **58,845** | **58,800** |

# Recreation & Community Services

## CITY OF ALISO VIEJO — Iglesia Park Community Center

Estimated Expenditures — FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-4104 | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | |
| 4102 Part Time Wages | — | — | — | — | — | — |
| 4104 Overtime Pay | — | — | — | — | — | — |
| **TOTAL PERSONNEL-SALARIES** | — | — | — | — | — | — |
| **PERSONNEL-BENEFITS** | | | | | | |
| 4201 Retirement | — | — | — | — | — | — |
| 4202 FICA/Medicare | — | — | — | — | — | — |
| 4203 State Unemployment/SDI | — | — | — | — | — | — |
| **TOTAL PERSONNEL-BENEFITS** | — | — | — | — | — | — |
| **OTHER SERVICES** | | | | | | |
| 4529 Rec - Youth Programs | 157,500 | 157,500 | 157,500 | 177,500 | 177,500 | 177,500 |
| **TOTAL OTHER SERVICES** | 157,500 | 157,500 | 157,500 | 177,500 | 177,500 | 177,500 |
| **SUPPLIES** | | | | | | |
| 4601 Supplies | — | — | — | — | — | — |
| 4620 Minor Equipment | — | — | — | — | — | — |
| **TOTAL SUPPLIES** | — | — | — | — | — | — |
| **TOTAL IGLESIA PARK COMM CENTER** | **157,500** | **157,500** | **157,500** | **177,500** | **177,500** | **177,500** |

# CITY OF ALISO VIEJO

## Recreation Services

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 103-4105 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| | **Personnel-Salaries** | | | | | | |
| 4101 | Regular Employees | 205,069 | 239,908 | 365,500 | 568,950 | 568,950 | 567,100 |
| 4102 | Part-Time Wages | 37,244 | 58,264 | 155,395 | 413,750 | 413,750 | 200,000 |
| 4104 | Overtime Pay | 442 | 3,397 | 3,085 | 5,000 | 5,000 | 5,000 |
| | **Total Personnel-Salaries** | 242,755 | 301,569 | 523,980 | 987,700 | 987,700 | 772,100 |
| | **Personnel-Benefits** | | | | | | |
| 4201 | Retirement | 21,531 | 23,685 | 41,174 | 73,320 | 73,320 | 68,731 |
| 4202 | FICA/Medicare | 4,335 | 5,425 | 9,045 | 16,760 | 16,760 | 11,200 |
| 4203 | State Unemployment/Claim | 1,091 | 1,993 | 2,817 | 3,520 | 3,520 | 4,405 |
| 4206 | Medical Insurance | 15,320 | 25,193 | 34,361 | 82,470 | 82,470 | 53,005 |
| 4207 | Dental Insurance | 606 | 1,210 | 1,778 | 5,465 | 5,465 | 1,805 |
| 4208 | Vision Insurance | 184 | 296 | 434 | 415 | 415 | 615 |
| 4209 | Life Insurance | 1,151 | 1,451 | 1,878 | 3,400 | 3,400 | 3,650 |
| 4224 | Benefit Cash Out | 55,344 | 73,848 | 99,780 | 99,900 | 99,900 | 132,795 |
| 4225 | Vehicle/Cell | — | — | 300 | 2,700 | 2,700 | 2,700 |
| | **Total Personnel-Benefits** | 99,561 | 133,100 | 191,566 | 287,950 | 287,950 | 278,906 |
| | **Professional & Tech. Services** | | | | | | |
| 4301 | Professional Services | — | — | — | — | — | — |
| 4305 | Technology Services | 5,760 | 29,288 | 53,568 | 92,869 | 92,869 | 109,445 |
| 4309 | Other Contractual Services | 110,873 | 79,782 | 352,266 | 240,000 | 240,000 | 333,000 |
| | **Total Professional & Tech. Services** | 116,634 | 109,070 | 405,834 | 332,869 | 332,869 | 442,445 |
| | **Operating Expenditures** | | | | | | |
| 4411 | Utilities | 1,925 | 37,785 | 80,247 | 57,000 | 57,000 | 68,000 |
| 4431 | Building & Grounds Maintenance | 5,452 | 66,821 | 188,422 | 215,200 | 215,200 | 220,000 |
| 4511 | Communication | 1,966 | 3,154 | 2,627 | 3,240 | 3,240 | 3,240 |
| 4451 | Farm Operating Expenditures | — | — | 9,234 | 14,500 | 14,500 | 20,000 |
| 4513 | Printing | 781 | 82 | — | — | — | — |
| 4523 | Miscellaneous Charges/Expense | — | — | — | — | — | — |
| 4536 | Summer Camp Scholarships | — | 7,851 | 6,645 | 6,000 | 6,000 | 6,000 |
| 4561 | Taxes/Fees/Permits | 3,332 | 8,423 | 34,423 | 26,000 | 26,000 | 31,000 |
| 4570 | City Camp Expenses | — | 10,282 | 46,885 | 49,000 | 49,000 | 59,000 |
| | **Total Operating Expenditures** | 13,456 | 134,398 | 368,483 | 370,940 | 370,940 | 407,240 |
| | **Supplies** | | | | | | |
| 4601 | Supplies | 5,196 | 4,673 | 6,292 | 13,000 | 13,000 | 15,500 |
| 4612 | Operating Supplies | 1,626 | 6,757 | 17,854 | 18,500 | 18,500 | 20,000 |
| 4620 | Minor Equipment | 2,408 | 5,696 | 4,943 | 5,000 | 5,000 | 5,000 |
| | **Total Supplies** | 9,231 | 17,125 | 29,089 | 36,500 | 36,500 | 40,500 |
| | **TOTAL APPROPRIATIONS** | **481,637** | **695,262** | **1,518,953** | **2,015,959** | **2,015,959** | **1,941,191** |

# Community Development

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# CITY OF ALISO VIEJO

## Community Development

FY 2023-2024

The Community Development Department provides the community with long and short term planning to coordinate and monitor growth and development for the City. The Community Development Department includes the following divisions:

- Planning
- Building and Safety
- Code Enforcement
- Housing/CDBG
- Economic Development

The Planning division is tasked with the implementation of the vision of the City Council, including the creation and maintenance of the General Plan and Zoning Code. The department prepares and administers ordinances, reviews projects for compliance with various guidelines and agreements, ensures that all projects receive environmental review in compliance with CEQA guidelines, and provides technical support to the City Council. FY 2022-23 expenditures include meeting and conference costs related to staff development, CDBG administration, Housing administration, and continued work towards revitalizing Aliso Viejo Town Center.

The Building and Safety division coordinates and enforces all building and housing regulations established by State and Local requirements. Residents may obtain building permits, seek answers for questions related to building and safety issues, and obtain copies of building plans.

The Code Enforcement section is responsible for investigating complaints against and enforcing regulations regarding zoning, signage, public nuisance, noise, and various other City codes. The division seeks to obtain voluntary compliance of City Ordinances and procedures to ensure the health and welfare of City residents.

The Economic Development division seeks to promote investment in the City of Aliso Viejo through a systematic and pro-active approach. This includes a focus on attracting new businesses, promoting existing businesses, job creation and developing connections between the public and private sectors. The division acts as a business liaison and promotes City initiatives and develops economic tools for the business community. Operating costs for Economic Development include marketing, business recognition and retention programs, memberships to local business organizations, and appropriations associated with the sales tax sharing agreement with EFuels, LLC.

Building inspections, plan checks, and code enforcement functions are provided by contract services.

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|
| **STAFF SUMMARY (FTE):** | | | | | |
| Director of Community Development | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Senior Planner | 1.8 | 1.8 | 2.0 | 2.0 | 1.0 |
| Assistant Planner | — | — | 1.0 | 1.0 | 1.0 |
| Planning Technician | 1.0 | 1.0 | — | — | — |
| Planning Aide | — | — | — | 1.0 | — |
| Administrative Secretary | 1.0 | 1.0 | 1.0 | — | — |
| Office Assistant | — | — | — | — | — |
| Permit Technician | — | — | — | 1.0 | 2.0 |
| **Total** | 4.8 | 4.8 | 5.0 | 6.0 | 5.0 |

# CITY OF ALISO VIEJO

## Planning

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-4401 | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | |
| 4101 Regular Employees | 482,197 | 467,496 | 487,768 | 538,455 | 433,455 | 412,925 |
| 4102 Part-Time Employees | 8,272 | 15,643 | 24,975 | 28,039 | 13,039 | — |
| 4104 Overtime Pay | — | 1,238 | — | — | — | — |
| **TOTAL PERSONNEL-SALARIES** | 490,469 | 484,377 | 512,743 | 566,494 | 446,494 | 412,925 |
| **PERSONNEL-BENEFITS** | | | | | | |
| 4201 Retirement | 85,825 | 83,920 | 79,570 | 96,335 | 88,329 | 67,350 |
| 4202 FICA/Medicare | 7,258 | 7,168 | 7,678 | 9,595 | 9,595 | 6,500 |
| 4203 State Unemployment/Claim | 846 | 1,396 | 865 | 1,060 | 1,060 | 530 |
| 4206 Medical Insurance | 60,177 | 71,069 | 70,710 | 80,501 | 80,501 | 10,920 |
| 4207 Dental Insurance | 3,115 | 3,838 | 4,008 | 6,465 | 6,465 | 2,965 |
| 4208 Vision Insurance | 406 | 521 | 568 | 435 | 435 | 450 |
| 4209 Life Insurance | 2,741 | 2,559 | 2,534 | 2,700 | 2,700 | 2,600 |
| 4221 Flex Benefits | 92 | — | — | — | — | — |
| 4224 Benefit Cash Out | 21,104 | 16,317 | 21,048 | 20,195 | 20,195 | 68,195 |
| 4225 Vehicle/Cell | 900 | 900 | 750 | 900 | 900 | 900 |
| **TOTAL PERSONNEL-BENEFITS** | 182,463 | 187,688 | 187,731 | 218,186 | 210,180 | 160,410 |
| **PROFESSIONAL & TECH. SERVICES** | | | | | | |
| 4305 Technology Services | — | — | — | — | 64,652 | 100,000 |
| 4309 Other Contractual Services | 82,484 | 53,845 | 74,472 | 75,000 | 198,354 | 68,000 |
| **TOTAL PROFESSIONAL & TECH. SERVICES** | 82,484 | 53,845 | 74,472 | 75,000 | 263,006 | 168,000 |
| **OTHER SERVICES** | | | | | | |
| 4513 Printing | 1,114 | — | 87 | 10,000 | 10,000 | 10,000 |
| 4520 Mtgs/Conf./Trng & Dev. | 1,957 | (668) | 822 | 5,500 | 5,500 | 12,000 |
| 4521 Membership & Dues | 2,851 | 1,765 | 1,707 | 5,700 | 5,700 | 5,000 |
| 4532 Special Projects | 146,616 | (5,413) | 30,642 | 190,000 | 190,000 | 60,100 |
| 4535 Special Events | — | — | — | — | — | — |
| **TOTAL OTHER SERVICES** | 152,538 | (4,316) | 33,258 | 211,200 | 211,200 | 87,100 |
| **SUPPLIES** | | | | | | |
| 4601 Supplies | 1,495 | 1,144 | 677 | 2,500 | 2,500 | 2,500 |
| 4611 Publications/Reference Materials | 574 | — | 99 | 200 | 200 | — |
| 4612 Operating Supplies | — | 345 | — | 700 | 700 | — |
| 4620 Minor Equipment | — | 1,368 | — | 10,000 | — | — |
| **TOTAL SUPPLIES** | 2,068 | 2,857 | 776 | 13,400 | 3,400 | 2,500 |
| **CONTRACT SERVICES** | | | | | | |
| 4731 C.S. - General Plan | — | 50,985 | 12,305 | 35,000 | — | 100,000 |
| 4732 C.S. - Planning | — | — | — | 150,000 | 180,000 | — |
| 4733 C.S. - Zoning Code | — | — | — | — | — | — |
| 4781 C.S. - Other | — | — | — | 30,000 | — | — |
| **TOTAL CONTRACT SERVICES** | — | 50,985 | 12,305 | 215,000 | 180,000 | 100,000 |
| **TOTAL PLANNING** | **910,021** | **775,437** | **821,285** | **1,299,280** | **1,314,280** | **930,935** |

# Building & Safety

## CITY OF ALISO VIEJO

## Building & Safety

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-4402 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | | |
| 4101 | Regular Employees | 21,541 | 73,971 | 77,459 | 85,170 | 85,170 | 173,585 |
| 4104 | Overtime Pay | — | — | — | — | — | — |
| | **TOTAL PERSONNEL-SALARIES** | 21,541 | 73,971 | 77,459 | 85,170 | 85,170 | 173,585 |
| **PERSONNEL-BENEFITS** | | | | | | | |
| 4201 | Retirement | 1,560 | 5,915 | 6,079 | 6,405 | 6,405 | 13,150 |
| 4202 | FICA/Medicare | 343 | 1,181 | 1,213 | 1,600 | 1,600 | 2,550 |
| 4203 | State Unemployment/Claim | 161 | 161 | 147 | 180 | 180 | 355 |
| 4206 | Medical Insurance | 4,696 | 14,550 | 16,898 | 18,400 | 18,400 | 21,715 |
| 4207 | Dental Insurance | 626 | 2,296 | 2,505 | 2,505 | 2,505 | 2,405 |
| 4208 | Vision Insurance | 89 | 354 | 354 | 355 | 355 | 355 |
| 4209 | Life Insurance | 102 | 407 | 428 | 420 | 420 | 1,100 |
| 4224 | Benefit Cash Out | 1,655 | 7,348 | 6,170 | 5,685 | 5,685 | 29,305 |
| | **TOTAL PERSONNEL-BENEFITS** | 9,231 | 32,213 | 33,793 | 35,550 | 35,550 | 70,935 |
| **OTHER SERVICES** | | | | | | | |
| 4513 | Printing | 11,299 | 7,295 | 15,003 | 16,000 | 16,000 | 18,000 |
| 4520 | Mtgs/Conf./Trng & Dev. | 1,110 | — | 175 | 1,500 | 1,500 | 1,000 |
| 4561 | Taxes/Fees/Permits | 2,551 | 18,479 | (15,810) | 14,000 | 4,000 | — |
| | **TOTAL OTHER SERVICES** | 14,960 | 25,774 | (632) | 31,500 | 21,500 | 19,000 |
| **SUPPLIES** | | | | | | | |
| 4601 | Supplies | 1,109 | 729 | 1,016 | 3,500 | 3,500 | 3,500 |
| 4612 | Operating Supplies | 255 | 432 | — | 500 | 500 | 500 |
| | **TOTAL SUPPLIES** | 1,364 | 1,161 | 1,016 | 4,000 | 4,000 | 4,000 |
| **CONTRACT SERVICES** | | | | | | | |
| 4751 | C.S. - Building | 515,206 | 553,487 | 453,900 | 515,000 | 515,000 | 515,000 |
| | **TOTAL CONTRACT SERVICES** | 515,206 | 553,487 | 453,900 | 515,000 | 515,000 | 515,000 |
| | **TOTAL BUILDING & SAFETY** | **562,302** | **686,606** | **565,536** | **671,220** | **661,220** | **782,520** |

| ESTIMATED EXPENDITURES DETAIL 101-4403 | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **SUPPLIES** | | | | | | |
| 4612 Operating Supplies | 241 | 667 | — | 1,000 | 1,000 | 1,000 |
| **TOTAL SUPPLIES** | 241 | 667 | — | 1,000 | 1,000 | 1,000 |
| **CONTRACT SERVICES** | | | | | | |
| 4761 C.S. - Code Enforcement | 82,260 | 97,471 | 84,369 | 100,000 | 100,000 | 100,000 |
| 4781 C.S. - Other | — | — | — | 5,000 | — | 2,000 |
| **TOTAL CONTRACT SERVICES** | 82,260 | 97,471 | 84,369 | 105,000 | 100,000 | 102,000 |
| **TOTAL CODE ENFORCEMENT** | **82,501** | **98,137** | **84,369** | **106,000** | **101,000** | **103,000** |

# CITY OF ALISO VIEJO

## Economic Development

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-1502 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **PROFESSIONAL & TECH. SERVICES** | | | | | | | |
| 4302 | Economic Development & Marketing | 83,955 | 819,163 | 63,777 | 40,000 | 40,000 | 55,000 |
| | **TOTAL PROFESSIONAL & TECH SERVICES** | 83,955 | 819,163 | 63,777 | 40,000 | 40,000 | 55,000 |
| **OTHER SERVICES** | | | | | | | |
| 4520 | Mtgs/Conf./Trng & Dev. | — | 40 | — | 2,000 | 2,000 | 2,000 |
| 4521 | Membership & Dues | 35,000 | 14,875 | 9,800 | 24,800 | 24,800 | — |
| | **TOTAL OTHER SERVICES** | 35,000 | 14,915 | 9,800 | 26,800 | 26,800 | 2,000 |
| **CONTRACT SERVICES** | | | | | | | |
| 4781 | C.S. - Other | 376,030 | 253,432 | 407,867 | 400,000 | 400,000 | 685,000 |
| | **TOTAL CONTRACT SERVICES** | 376,030 | 253,432 | 407,867 | 400,000 | 400,000 | 685,000 |
| | **TOTAL ECONOMIC DEVELOPMENT** | **494,986** | **1,087,509** | **481,443** | **466,800** | **466,800** | **742,000** |

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# PUBLIC WORKS

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# CITY OF ALISO VIEJO

## Public Works

FY 2023-2024

The Public Works Department oversees matters relating to City streets, public rights-of-way, capital projects, utilities, traffic-related issues, solid waste, water quality, and storm water. The Department coordinates with and provides information to the general public, contractors, developers, utility companies, and other public agencies. It coordinates City projects and plans with other governmental agencies to ensure that the City's concerns are addressed (i.e. Orange County Transportation Authority, CalTrans, County of Orange). These services are provided by a combination of City personnel and contract services. The Public Works department includes the following divisions:

- Engineering (General)
- Traffic Engineering
- Street Maintenance
- Facilities Maintenance

The Engineering division is responsible for the day-to-day administration of all publicly owned properties, including streets, curbs, gutters, sidewalks, traffic signals, signs, street lights, and storm drains. Engineering administers Capital projects as well as various maintenance contracts for storm water, water quality, solid waste, and public works inspection and enforcement. Operating expenditures include State and County water quality permits and contract services for NPDES, Solid Waste, and general engineering and landscape inspection services.

The Traffic Engineering division investigates traffic issues by conducting traffic surveys and studies and recommending solutions to the City Council and City Manager. Responsibilities include the review and development of City traffic engineering guidelines and standards, processing citizen concerns related to the existing circulation system and implementing corrective measures when appropriate, and analyzing traffic collision records to identify accident patterns and recommending any corrective measures.

The Street Maintenance division conducts inspections of street lights, intersection lights, and traffic controllers, monitors the City's street sweeping and removal of debris from the public right of way, and maintains and repairs streets and sidewalks.

The Facility Maintenance division conducts inspections of City facilities, buildings, and equipment and oversees their maintenance and capital projects.

**Note**: In order to comply with the MOE for Measure M turn back money, the City is obligated to spend a minimum of $556,162 from General Fund monies specifically for street and traffic costs and are budgeted accordingly.

| | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|
| **STAFF SUMMARY (FTE):** | | | | | |
| Director of Public Works | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Associate Engineer | 0.0 | 0.0 | 1.0 | 1.0 | 1.0 |
| Facilities Supervisor | 0.0 | 0.0 | 1.0 | 1.0 | 1.0 |
| Street Supervisor | 0.0 | 0.0 | 0.0 | 1.0 | 1.0 |
| **Total** | 1.0 | 1.0 | 3.0 | 4.0 | 4.0 |

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# Public Works

## CITY OF ALISO VIEJO — P.W. Engineering

Estimated Expenditures — FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-4501 | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | |
| 4101 Regular Employees | 366,244 | 405,058 | 415,019 | 569,000 | 569,000 | 575,320 |
| 4104 Overtime Pay | — | 339 | — | — | — | — |
| **TOTAL PERSONNEL-SALARIES** | 366,244 | 405,397 | 415,019 | 569,000 | 569,000 | 575,320 |
| **PERSONNEL-BENEFITS** | | | | | | |
| 4201 Retirement | 37,357 | 41,880 | 43,406 | 62,825 | 62,825 | 66,000 |
| 4202 FICA/Medicare | 5,588 | 6,179 | 6,346 | 9,615 | 9,615 | 8,400 |
| 4203 State Unemployment/Claim | 672 | 483 | 588 | 705 | 705 | 705 |
| 4206 Medical Insurance | 44,190 | 50,881 | 50,490 | 75,125 | 75,125 | 80,465 |
| 4207 Dental Insurance | 3,718 | 3,877 | 3,628 | 5,265 | 5,265 | 4,950 |
| 4208 Vision Insurance | 610 | 692 | 626 | 670 | 670 | 1,025 |
| 4209 Life Insurance | 1,975 | 2,145 | 2,139 | 2,190 | 2,190 | 3,350 |
| 4221 Flex Benefits | — | — | — | — | — | — |
| 4224 Benefit Cash Out | 16,612 | 18,195 | 20,796 | 26,510 | 26,510 | 21,115 |
| 4225 Vehicle/Cell | 2,475 | 2,700 | 2,558 | 3,600 | 3,600 | 3,600 |
| **TOTAL PERSONNEL-BENEFITS** | 113,197 | 127,033 | 130,577 | 186,505 | 186,505 | 189,610 |
| **PROFESSIONAL & TECH. SERVICES** | | | | | | |
| 4309 Other Contractual Services | — | 74,278 | 2,117 | — | — | — |
| **TOTAL PROFESSIONAL & TECH. SERVICES** | — | 74,278 | 2,117 | — | — | — |
| **OPERATING EXPENDITURES** | | | | | | |
| 4481 Computer Expense | — | — | — | — | — | 1,500 |
| 4471 Rent | 12,420 | 12,420 | 12,420 | 13,000 | 13,000 | 13,000 |
| **TOTAL OPERATING EXPENDITURES** | 12,420 | 12,420 | 12,420 | 13,000 | 13,000 | 14,500 |
| **OTHER SERVICES** | | | | | | |
| 4513 Printing | 390 | 305 | — | 1,000 | 1,000 | 500 |
| 4516 Fuel | — | — | — | — | — | — |
| 4520 Mtgs/Conf./Trng & Dev. | 5,373 | 1,069 | 3,638 | 9,500 | 9,500 | 11,000 |
| 4521 Membership & Dues | 979 | 685 | 625 | 1,200 | 1,200 | 1,300 |
| 4562 Permits | 151,016 | 173,857 | 178,132 | 214,750 | 194,750 | 212,600 |
| **TOTAL OTHER SERVICES** | 157,758 | 175,916 | 182,395 | 226,450 | 206,450 | 225,400 |
| **SUPPLIES** | | | | | | |
| 4601 Supplies | 748 | 871 | 756 | 1,000 | 1,000 | 1,000 |
| 4612 Operating Supplies | 6,447 | 1,739 | 1,388 | 3,500 | 3,900 | 3,000 |
| 4620 Minor Equipment | 660 | 720 | — | 1,000 | 1,000 | 500 |
| **TOTAL SUPPLIES** | 7,855 | 3,330 | 2,144 | 5,500 | 5,900 | 4,500 |
| **CONTRACT SERVICES** | | | | | | |
| 4701 NPDES | 344,122 | 317,072 | 361,105 | 386,200 | 316,200 | 291,500 |
| 4702 AB939 - Solid Waste | 36,533 | 41,351 | 49,520 | 45,000 | 70,000 | 60,000 |
| 4736 C.S. - Master Plans | — | 84,485 | 42,193 | 1 | 1 | — |
| 4741 C.S. - City Engineering | 89,984 | 75,171 | 78,431 | 85,000 | 100,000 | 70,000 |
| **TOTAL CONTRACT SERVICES** | 470,640 | 518,079 | 531,249 | 516,201 | 486,201 | 421,500 |
| **TOTAL ENGINEERING** | **1,128,115** | **1,316,453** | **1,275,921** | **1,516,656** | **1,467,056** | **1,430,830** |

| ESTIMATED EXPENDITURES DETAIL 101-4502 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **CONTRACT SERVICES** | | | | | | | |
| 4742 | C.S. - Traffic Engineering | 356 | — | — | — | — | — |
| | **TOTAL CONTRACT SERVICES** | 356 | — | — | — | — | — |
| | **TOTAL TRAFFIC ENGINEERING** | **356** | **—** | **—** | **—** | **—** | **—** |

# Public Works

## CITY OF ALISO VIEJO

## P.W. Street Maintenance

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-4503 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **CONTRACT SERVICES** | | | | | | | |
| 4771 | C.S. - Street Maintenance | 401,540 | 472,214 | 543,051 | 433,700 | 443,700 | 443,700 |
| | **TOTAL CONTRACT SERVICES** | 401,540 | 472,214 | 543,051 | 433,700 | 443,700 | 443,700 |
| | **TOTAL STREET MAINTENANCE** | **401,540** | **472,214** | **543,051** | **433,700** | **443,700** | **443,700** |

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# PUBLIC SAFETY

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# CITY OF ALISO VIEJO

## Law Enforcement

FY 2023-2024

The Public Safety Department includes the following Divisions:

- Law Enforcement
- Crime Prevention
- Animal Care Services
- Emergency Operations Center

The City of Aliso Viejo contracts with the Orange County Sheriff's Department for law enforcement services. These services include general law enforcement and traffic safety.

General law enforcement provides an assortment of officers to provide crime prevention via around-the-clock street patrols, narcotics prevention, special investigations, and the general enforcement of laws. Traffic safety provides routine traffic patrol as a means of encouraging motorists and pedestrians to comply with traffic laws and ordinances and, when necessary, issues citations and/or warnings for violations. Traffic accidents are investigated and their results are recorded and analyzed. This division also includes contract services for crossing guards and the administration of the City's parking citations.

Animal Care Services provides for the care, protection, and control of animals that stray from their homes or are abused by their owners. This service, currently under contract with Mission Viejo Animal Services, includes the pick-up of injured animals, impounding of stray dogs/cats, issuance of citations, and the provision of a shelter for homeless animals.

The preservation of life and property is an inherent responsibility of Local, State, and Federal Governments. The City of Aliso Viejo, therefore, has prepared a comprehensive Emergency Operation Plan, which serves as the basis for the City's emergency organization and emergency operations. The primary objective of this plan is to enhance the overall capabilities of government to respond to emergencies.

**STAFF SUMMARY:**

| **ORANGE COUNTY SHERIFFS DEPARTMENT CONTRACT STAFF:** | **FY 2023-24 Staffing** |
|---|---|
| Captain | 1.0 |
| Sergeant (Admin) | 1.0 |
| Sergeant - Patrol | 1.3 |
| Investigator | 1.5 |
| Deputy Sheriff II - Patrol | 15.0 |
| Deputy Sheriff II - Motorcycle* | 1.0 |
| Deputy Sheriff II - School Resource Officer | 0.7 |
| Community Services Officer | 2.0 |
| Senior Emergency Management Program Coordinator | 1.0 |
| **Total** | **24.5** |
| **REGIONAL AND SHARED STAFF:** | **16.9** |

* 1 motor officer position to be frozen in FY 2023-24

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## CITY OF ALISO VIEJO

## Law Enforcement

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-5101 | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **PROFESSIONAL & TECH. SERVICES** | | | | | | |
| 4308 Law Enforcement | 8,454,085 | 8,404,279 | 8,659,399 | 9,917,083 | 9,877,584 | 9,468,817 |
| **TOTAL PROFESSIONAL & TECH. SERVICES** | 8,454,085 | 8,404,279 | 8,659,399 | 9,917,083 | 9,877,584 | 9,468,817 |
| **TOTAL LAW ENFORCEMENT-CONTRACT** | **8,454,085** | **8,404,279** | **8,659,399** | **9,917,083** | **9,877,584** | **9,468,817** |

Note: FY 2023-24 budget includes the freezing of one motor officer position. Estimated budget reduction of $300,000.

# CITY OF ALISO VIEJO

## Law Enforcement - Other

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-5102 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **OPERATING EXPENDITURES** | | | | | | | |
| 4462 | Equipment Maintenance | 17,521 | 6,178 | 3,545 | 5,000 | 5,000 | 5,000 |
| | **TOTAL OPERATING EXPENDITURES** | 17,521 | 6,178 | 3,545 | 5,000 | 5,000 | 5,000 |
| **OTHER SERVICES** | | | | | | | |
| 4511 | Communication | 489 | 578 | 533 | 600 | 600 | 600 |
| 4516 | Fuel | 12,293 | 11,852 | 12,944 | 16,300 | 16,300 | 16,780 |
| 4517 | Vehicle Maintenance | 11,804 | 21,153 | 13,027 | 15,000 | 15,000 | 15,000 |
| 4520 | Mtgs/Conf./Trng & Dev. | 1,815 | 1,943 | 2,094 | 6,000 | 6,000 | 3,000 |
| 4535 | Special Events | 1,330 | 1,750 | 1,387 | 1,800 | 1,800 | 1,800 |
| | **TOTAL OTHER SERVICES** | 27,731 | 37,276 | 29,986 | 39,700 | 39,700 | 37,180 |
| **SUPPLIES** | | | | | | | |
| 4612 | Operating Supplies | 4,143 | 2,324 | 8,569 | 5,725 | 5,725 | 7,725 |
| 4613 | Tactical Gear | 3,466 | 3,849 | 2,681 | 4,000 | 4,000 | 4,000 |
| | **TOTAL SUPPLIES** | 7,609 | 6,173 | 11,249 | 9,725 | 9,725 | 11,725 |
| **CONTRACT SERVICES** | | | | | | | |
| 4721 | C.S. - Crossing Guards | 129,477 | 199,304 | 215,244 | 209,732 | 241,031 | 256,266 |
| | **TOTAL CONTRACT SERVICES** | 129,477 | 199,304 | 215,244 | 209,732 | 241,031 | 256,266 |
| **PUBLIC SAFETY EQUIPMENT** | | | | | | | |
| 4803 | Public Safety Equipment | 64,307 | 41,870 | 2,205 | 32,130 | 32,130 | — |
| | **TOTAL PUBLIC SAFETY EQUIPMENT** | 64,307 | 41,870 | 2,205 | 32,130 | 32,130 | — |
| | **TOTAL LAW ENFORCEMENT-OTHER** | **246,645** | **290,800** | **262,228** | **296,287** | **327,586** | **310,171** |

# CITY OF ALISO VIEJO

## Crime Prevention

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-5103 | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|
| **PERSONNEL-SALARIES** | | | | | | |
| 4102 Part-Time Wages | 11,319 | 16,797 | 12,452 | 36,270 | 36,270 | — |
| 4104 Overtime Pay | — | — | — | — | — | — |
| **TOTAL PERSONNEL-SALARIES** | 11,319 | 16,797 | 12,452 | 36,270 | 36,270 | — |
| **PERSONNEL-BENEFITS** | | | | | | |
| 4201 Retirement | — | — | 934 | 2,695 | 2,695 | — |
| 4202 FICA/Medicare | 164 | 244 | 181 | 525 | 525 | — |
| 4203 State Unemployment/SDI | 169 | 144 | 257 | 180 | 180 | |
| **TOTAL PERSONNEL-BENEFITS** | 333 | 388 | 1,372 | 3,400 | 3,400 | — |
| **OPERATING EXPENDITURES** | | | | | | |
| 4471 Rent | 4,680 | 4,680 | 4,425 | 4,860 | 4,860 | 4,860 |
| **TOTAL OPERATING EXPENDITURES** | 4,680 | 4,680 | 4,425 | 4,860 | 4,860 | 4,860 |
| **OTHER SERVICES** | | | | | | |
| 4520 Mtgs/Conf./Trng & Dev. | 542 | 999 | — | 2,000 | 2,000 | 2,000 |
| 4521 Membership & Dues | — | — | — | — | — | — |
| **TOTAL OTHER SERVICES** | 542 | 999 | — | 2,000 | 2,000 | 2,000 |
| **SUPPLIES** | | | | | | |
| 4612 Operating Supplies | 4,619 | 4,143 | 3,191 | 4,000 | 4,000 | 4,000 |
| **TOTAL SUPPLIES** | 4,619 | 4,143 | 3,191 | 4,000 | 4,000 | 4,000 |
| **TOTAL CRIME PREVENTION** | **21,492** | **27,007** | **21,440** | **50,530** | **50,530** | **10,860** |

## CITY OF ALISO VIEJO

## Animal Care Services

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-5301 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **CONTRACT SERVICES** | | | | | | | |
| 4722 | C.S. - Animal Care Services | 332,103 | 337,073 | 376,235 | 442,676 | 442,676 | 474,500 |
| | **TOTAL CONTRACT SERVICES** | 332,103 | 337,073 | 376,235 | 442,676 | 442,676 | 474,500 |
| | **TOTAL ANIMAL CARE SERVICES** | **332,103** | **337,073** | **376,235** | **442,676** | **442,676** | **474,500** |

# CITY OF ALISO VIEJO

## Emergency Operations Center

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-5401 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| | **PERSONNEL-SALARIES** | | | | | | |
| 4102 | Part Time Wages | — | — | — | — | — | 26,250 |
| | **TOTAL PERSONNEL-SALARIES** | — | — | — | — | — | 26,250 |
| | **PERSONNEL - BENEFITS** | | | | | | |
| 4201 | Retirement | — | — | — | — | — | 1,970 |
| 4202 | FICA/Medicare | — | — | — | — | — | 400 |
| 4203 | State Unemployment/Claim | — | — | — | — | — | 180 |
| | **TOTAL PERSONNEL - BENEFITS** | — | — | — | — | — | 2,550 |
| | **OPERATING EXPENDITURES** | | | | | | |
| 4301 | Professional Services | — | — | 2,500 | — | — | 8,000 |
| 4471 | Rent | — | 2,573 | 2,985 | 2,760 | 2,760 | 2,760 |
| | **TOTAL OPERATING EXPENDITURES** | — | 2,573 | 5,485 | 2,760 | 2,760 | 10,760 |
| | **OTHER SERVICES** | | | | | | |
| 4520 | Mtgs/Conf/Trng & Dev | 38 | 220 | 403 | 1,000 | 1,000 | 1,000 |
| 4521 | Membership & Dues | 606 | 606 | 606 | 640 | 640 | 640 |
| | **TOTAL OTHER SERVICES** | 644 | 826 | 1,009 | 1,640 | 1,640 | 1,640 |
| | **SUPPLIES** | | | | | | |
| 4601 | Supplies | 789 | 13 | 43 | 500 | 500 | 500 |
| 4612 | Operating Supplies | 17,596 | 40,557 | 14,685 | 30,000 | 30,000 | 25,000 |
| | **TOTAL SUPPLIES** | 18,385 | 40,570 | 14,728 | 30,500 | 30,500 | 25,500 |
| | **TOTAL EMERGENCY OPERATIONS** | **19,029** | **43,969** | **21,222** | **34,900** | **34,900** | **66,700** |

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# Transfers Out

**CITY OF ALISO VIEJO** | **Transfers Out**

Estimated Expenditures | FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 101-9501 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **TRANSFERS OUT** | | | | | | | |
| 4999 | Transfers Out - General Fund | 1,208,299 | 5,143,527 | 1,082,257 | 631,590 | 754,590 | 756,840 |
| 4999 | Transfers Out - General Fund (COP) | — | — | — | 659,200 | 659,200 | 658,250 |
| | **TOTAL TRANSFERS OUT** | 1,208,299 | 5,143,527 | 1,082,257 | 1,290,790 | 1,413,790 | 1,415,090 |
| | **TOTAL TRANSFERS OUT** | **1,208,299** | **5,143,527** | **1,082,257** | **1,290,790** | **1,413,790** | **1,415,090** |

| | | |
|---|---|---|
| **NOTE** | **Transfer Detail*** | |
| | FD 261 - Aquatic Center | 183,840 |
| | **Total** | **183,840** |

| | | |
|---|---|---|
| **NOTE** | **General Fund Reserves Detail** | |
| **063** | FD 331 - Capital Improvements | 113,000 |
| **057** | FD 331 - Capital Improvements | 75,000 |
| **118** | FD 331 - Capital Improvements | 295,000 |
| **TBD** | FD 331- Technology Equipment | 75,000 |
| **030** | FD 332 - Wetlands | 5,000 |
| **091** | FD 332 - Dairy Fork Wetlands | 10,000 |
| | FD 411 - COP Debt Service | 658,250 |
| | **Total** | **1,231,250** |

For Capital Improvement Projects detail, refer to page 99..

# General Fund - City Hall

## CITY OF ALISO VIEJO — City Hall

Estimated Expenditures — FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL 102-3501 | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| **Rev-Use of Money & Prop** | | | | | | | |
| 34120 | Rent - City Hall Lease | 180,791 | 183,936 | 199,917 | 212,316 | 212,316 | 212,000 |
| | **TOTAL ESTIMATED RESOURCES** | 180,791 | 183,936 | 199,917 | 212,316 | 212,316 | 212,000 |
| **APPROPRIATIONS** | | | | | | | |
| **Professional & Tech. Services** | | | | | | | |
| 4301 | Professional Services | 16,061 | 13,045 | 5,791 | 5,000 | 5,000 | 5,000 |
| | **Total Professional & Tech. Services** | 16,061 | 13,045 | 5,791 | 5,000 | 5,000 | 5,000 |
| **Operating Expenditures** | | | | | | | |
| 4411 | Utilities | 62,437 | 71,091 | 85,274 | 85,500 | 105,500 | 104,500 |
| 4431 | Building & Grounds Maintenance | 93,609 | 100,164 | 105,955 | 124,765 | 144,765 | 130,380 |
| | **Total Operating Expenditures** | 156,045 | 171,255 | 191,229 | 210,265 | 250,265 | 234,880 |
| **Other Services** | | | | | | | |
| 4561 | Taxes/Fees | 695 | 1,183 | 1,923 | 600 | 600 | 600 |
| | **TOTAL OTHER SERVICES** | 695 | 1,183 | 1,923 | 600 | 600 | 600 |
| | **TOTAL APPROPRIATIONS** | 172,801 | 185,484 | 198,944 | 215,865 | 255,865 | 240,480 |
| **CAPITAL OUTLAY** | | | | | | | |
| 5910 | Improvements | 7,290 | 9,236 | 22,134 | 5,001 | 5,001 | 5,001 |
| | **TOTAL CAPITAL OUTLAY** | 7,290 | 9,236 | 22,134 | 5,001 | 5,001 | 5,001 |
| **TRANSFERS OUT** | | | | | | | |
| 4999 | Transfers Out | — | — | — | — | — | — |
| | **TOTAL TRANSFERS OUT** | — | — | — | — | — | — |

# SPECIAL REVENUE FUNDS

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# Special Revenue

## CITY OF ALISO VIEJO — 202 - Traffic Congestion Relief Fund

Estimated Expenditures — FY 2023-2024

Assembly Bill 2928 established the Traffic Congestion Relief Fund (TCRF) in the State Treasury for allocating funds to cities and counties for street or road maintenance or reconstruction. Cities and counties are required to maintain their existing commitment of general funds for street or roadwork in order to remain eligible for allocation of these funds. State law requires these revenues to be deposited and accounted for in a special revenue fund.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | 4,440 | 1,800 | — | 1,125 | 1,125 | 1,000 |
| 35050 | AB2928-Traffic Congestion Relief | 57,753 | — | (3,031) | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 62,193 | 1,800 | (3,031) | 1,125 | 1,125 | 1,000 |
| **APPROPRIATIONS** | | | | | | | |
| 4502-4301 | Professional Services | — | — | — | — | — | — |
| | **TOTAL APPROPRIATIONS** | — | — | — | — | — | — |
| **TRANSFERS OUT** | | 57,196 | 33,493 | 11,769 | 76,000 | 76,000 | — |
| 4999 | Transfers - Out | | | | | | |
| | **TOTAL TRANSFERS OUT** | 57,196 | 33,493 | 11,769 | 76,000 | 76,000 | — |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | 117,604 | 122,602 | 90,909 | 1,129 | 76,109 | 1,234 |
| | **TOTAL PROJECTED FUND BALANCE** | 122,602 | 90,909 | 76,109 | (73,746) | 1,234 | 2,234 |

**NOTE:** **Transfer Out Detail***

| | |
|---|---|
| **Total** | **0** |

- For Capital Improvement Projects detail, refer to page 99.

# Special Revenue

## CITY OF ALISO VIEJO — 203 - Gas Tax

Estimated Expenditures — FY 2023-2024

The City receives funds from Sections 2105, 2106, 2107 and 2107.5 of the Streets and Highways code. State law requires these revenues be recorded in a Special Revenue Fund, and that they be utilized solely for street related purposes such as new construction, rehabilitation, and maintenance.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | 34,875 | 19,067 | (31,431) | 5,000 | 5,000 | 9,400 |
| 35050 | Gas Tax - 2105 | 262,053 | 254,957 | 277,293 | 321,000 | 321,000 | 340,000 |
| 35060 | Gas Tax - 2106 | 166,713 | 159,931 | 176,685 | 199,000 | 199,000 | 215,000 |
| 35070 | Gas Tax - 2107 | 330,892 | 345,000 | 331,702 | 439,000 | 439,000 | 408,000 |
| 35080 | Gas Tax - Admin Tax | 7,500 | 7,500 | 6,000 | 7,500 | 7,500 | 7,500 |
| 35090 | Gas Tax - 2103 | 354,229 | 333,880 | 394,753 | 490,000 | 490,000 | 513,000 |
| 35095 | Road Maintenance Rehabilitation[1] | — | — | — | — | — | — |
| 39999 | Interfund Transfers | — | — | — | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 1,156,262 | 1,120,335 | 1,155,002 | 1,461,500 | 1,461,500 | 1,492,900 |
| **APPROPRIATIONS** | | | | | | | |
| 4502-4301 | Professional Services - Traffic Engineering | 79,743 | 186,845 | 87,963 | 218,000 | 218,000 | 318,000 |
| 4503-4411 | Utilities - Street Maintenance | 231,999 | 250,473 | 267,763 | 274,000 | 274,000 | 290,000 |
| 4503-4771 | C.S. Street Maintenance | 734,576 | 625,930 | 571,247 | 608,800 | 608,800 | 608,800 |
| 4503-4772 | C.S. Street Sweeping | 73,637 | 104,024 | 104,024 | 105,000 | 105,000 | 105,000 |
| 4503-4800 | Street Maintenance Equipment | | | — | | 55,000 | — |
| | **TOTAL APPROPRIATIONS** | 1,119,955 | 1,167,272 | 1,030,996 | 1,205,800 | 1,260,800 | 1,321,800 |
| **TRANSFERS OUT*** | | | | | | | |
| 4999 | Transfers - Out | 171,870 | — | 131,915 | 177,000 | 177,000 | 0 |
| | **TOTAL TRANSFERS OUT** | 171,870 | — | 131,915 | 177,000 | 177,000 | — |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning[1] | 923,149 | 787,586 | 740,649 | 866,724 | 732,739 | 756,439 |
| | **TOTAL PROJECTED FUND BALANCE** | 787,586 | 740,649 | 732,739 | 945,424 | 756,439 | 927,539 |

| **NOTE:** | **Transfer Out Detail*** | |
|---|---|---|
| | **Total** | **0** |

[1] A separate fund for RMRA was created beginning in FY 2019-20.

• For Capital Improvement Projects detail, refer to page 99.

# Special Revenue

## CITY OF ALISO VIEJO

## 204 - Measure M

Estimated Expenditures

FY 2023-2024

Measure "M" is a one-half cent sales tax created for countywide transportation improvements. Measure M was originally approved by Orange County voters in November 1990 and ended in March 2011. Measure "M" was created to develop a varied transportation system that would relieve congestion on existing freeways, streets and roads, and ensure future mobility within Orange County. The Orange County Transportation Authority (OCTA) administers Measure "M" funds.

Orange County Voters approved the renewal of Measure M in November 2006. The Program took effect in April 2011 and will provide more than $11.8 billion to improve transportation in Orange County over a 30 year period.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | 44,090 | 12,478 | (40,196) | 4,000 | 4,000 | 16,000 |
| 35604 | Measure M-Grant | 729,735 | 720,447 | 846,159 | 800,076 | 800,076 | 991,000 |
| 35605 | Measure M-Competitive | — | 0 | — | — | — | — |
| 35606 | Measure M-SMP | 27,280 | 4,414 | 56,414 | 25,430 | 25,430 | 38,512 |
| 39999 | Interfund Transfers | — | — | — | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 801,105 | 737,339 | 862,377 | 829,506 | 829,506 | 1,045,512 |
| **APPROPRIATIONS** | | | | | | | |
| 6104-4309 | Other Contractual Services | 28,080 | 0 | 4,140 | 29,965 | 29,965 | 37,578 |
| | **TOTAL APPROPRIATIONS** | 28,080 | 0 | 4,140 | 29,965 | 29,965 | 37,578 |
| **TRANSFERS OUT*** | | | | | | | |
| 4999 | Transfers - Out | 176,030 | 1,322,465 | 394,821 | 1,568,000 | 1,816,216 | 1,045,000 |
| | **TOTAL TRANSFERS OUT** | 176,030 | 1,322,465 | 394,821 | 1,568,000 | 1,816,216 | 1,045,000 |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning** | 839,679 | 1,436,674 | 851,548 | 703,183 | 1,314,964 | 298,289 |
| | **TOTAL PROJECTED FUND BALANCE** | 1,436,674 | 851,548 | 1,314,964 | (65,276) | 298,289 | 261,223 |

| **NOTE:** | **Transfer Out Detail*** | |
|---|---|---|
| 130 | FD 311 - Aliso Creek Road Synchronization | 175,000 |
| 128 | FD 311 - Aliso Creek Rehab - Enterprise to SR73 | 870,000 |
| | **Total** | **1,045,000** |

For Capital Improvement Projects detail, refer to page 99.

## CITY OF ALISO VIEJO

Estimated Expenditures

## 205 - RMRA

FY 2023-2024

In 2017, Senate Bill (SB) 1 created the Road Maintenance and Rehabilitation Account (RMRA) to address deferred maintenance on the State Highway System and the local street and road system. A percentage of the RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | 26,764 | 13,398 | (27,626) | 4,670 | 4,670 | 10,000 |
| 35095 | SB1 - RMRA | 889,757 | 927,743 | 1,014,000 | 1,135,470 | 1,135,470 | 1,281,695 |
| 39999 | Interfund Transfers | — | — | — | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 916,520 | 941,141 | 986,373 | 1,140,140 | 1,140,140 | 1,291,695 |
| **TRANSFERS OUT*** | | | | | | | |
| 4999 | Transfers - Out | 827,706 | 954,436 | 944,154 | 1,703,000 | 1,703,000 | 1,495,000 |
| | **TOTAL TRANSFERS OUT** | 827,706 | 954,436 | 944,154 | 1,703,000 | 1,703,000 | 1,495,000 |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning** | 707,822 | 796,636 | 783,340 | 563,010 | 825,560 | 262,700 |
| | **TOTAL PROJECTED FUND BALANCE** | 796,636 | 783,340 | 825,560 | 150 | 262,700 | 59,395 |

**NOTE: Transfer Out Detail***

| | | |
|---|---|---|
| 125 | Glenwood Rehab - SR73 to Aliso Creek | 60,000 |
| 128 | Enterprise Rehab - Aliso Creek to Aliso Viejo Parkway | 1,435,000 |
| | **Total** | **1,495,000** |

For Capital Improvement Projects detail, refer to page 99.

SLESF: Money funded by the State of California for law enforcement to spend on front-line services in furtherance of public safety. This money was provided to the cities and counties for "new programs" and not intended to supplement current or planned budgets. The amount awarded to each city/county is population based with a minimum grant allocation amount of $100,000.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | 4,877 | 2,929 | (4,882) | 1,620 | 1,620 | 1,700 |
| 35616 | SLESF | 156,006 | 156,731 | 161,285 | 175,000 | 175,000 | 175,000 |
| 39999 | Interfund Transfers | 0 | 0 | 27,548 | 0 | 0 | 0 |
| | **TOTAL ESTIMATED RESOURCES** | 160,883 | 159,660 | 183,951 | 176,620 | 176,620 | 176,700 |
| **APPROPRIATIONS** | | | | | | | |
| 5102-4803 | Public Safety Equipment | 143,277 | 172,533 | 164,879 | 192,315 | 192,315 | 175,043 |
| | **TOTAL APPROPRIATIONS** | 143,277 | 172,533 | 164,879 | 192,315 | 192,315 | 175,043 |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | 105,213 | 122,819 | 109,946 | 94,252 | 129,018 | 113,323 |
| | **TOTAL PROJECTED FUND BALANCE** | 122,819 | 109,946 | 129,018 | 78,557 | 113,323 | 114,980 |

Since 1991, local governments have received AB2766 subvention funds to implement programs that reduce air pollution from motor vehicles. The AB2766 Subvention Program provides a funding source for cities and counties to meet requirements of federal and state Clean Air Acts. The legislation creating this revenue source provides for oversight of the use of these monies by local governments. Primary emphasis is directed towards those projects that provide cost-effective emissions reductions.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | 33,252 | 19,251 | (38,399) | 5,000 | 5,000 | 13,000 |
| 35621 | Air Quality Mgmt District | 65,013 | 65,347 | 47,692 | 65,000 | 65,000 | 60,000 |
| 35622 | MSRC Grant | — | 65,390 | — | — | — | — |
| 39999 | Transfers - In | — | — | — | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 98,264 | 149,987 | 9,294 | 70,000 | 70,000 | 73,000 |
| **APPROPRIATIONS** | | | | | | | |
| 6121-4309 | Other Contractual Services | 1,780 | — | — | — | — | — |
| 6121-4803 | Public Safety Equipment | 70,890 | 82,630 | — | 100,000 | 100,000 | 50,000 |
| | **TOTAL APPROPRIATIONS** | 72,670 | 82,630 | — | 100,000 | 100,000 | 50,000 |
| **TRANSFERS OUT** | | | | | | | |
| 4999 | Transfers - Out | — | — | — | — | — | — |
| | **TOTAL TRANSFERS OUT** | — | — | — | — | — | — |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | 939,121 | 964,716 | 1,032,073 | 1,040,312 | 1,041,367 | 1,011,367 |
| | **TOTAL PROJECTED FUND BALANCE** | 964,716 | 1,032,073 | 1,041,367 | 1,010,312 | 1,011,367 | 1,034,367 |

The Beverage Container Recycling and Litter Reduction Act authorizes the Department of Conservation to allocate funds on an annual basis to eligible cities and counties for beverage container recycling and litter cleanup activities.

The goal of California's beverage container recycling program is to reach and maintain an 80 percent recycling rate for all California Refund Value (CRV) beverage containers. The recycling programs established by cities and counties assist the Department of Conservation in reaching, maintaining, and hopefully, exceeding this goal.

The California Integrated Waste Management Board's Used Oil Recycling Program was developed to promote alternatives to the illegal disposal of used oil by establishing a state-wide network of collection opportunities and undertaking outreach efforts to inform and motivate the public to recycle used oil. The City utilizes these services through a contract with the County of Orange.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | 822 | 200 | (2,842) | 45 | 45 | 1,000 |
| 35625 | Beverage Container Recycling | 12,879 | 12,595 | 12,635 | 12,880 | 12,880 | 13,000 |
| 35626 | Used Oil Recycling Grant | — | — | — | — | — | — |
| 35631 | Other Grants | — | — | 71,231 | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 13,701 | 12,795 | 81,024 | 12,925 | 12,925 | 14,000 |
| **APPROPRIATIONS** | | | | | | | |
| 6125-4309 | Other Contractual Services-Bev | 9,815 | 23,518 | 15,184 | 16,000 | 16,000 | 16,000 |
| 6126-4309 | Other Contractual Services-Oil | 595 | — | — | — | — | — |
| | **TOTAL APPROPRIATIONS** | 10,409 | 23,518 | 15,184 | 16,000 | 16,000 | 16,000 |
| **TRANSFERS OUT** | | | | | | | |
| 4999 | Transfers - Out | — | — | — | — | — | — |
| | **TOTAL TRANSFERS OUT** | — | — | — | — | — | — |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | 25,184 | 28,476 | 17,753 | 5,678 | 83,593 | 80,518 |
| | **TOTAL PROJECTED FUND BALANCE** | 28,476 | 17,753 | 83,593 | 2,603 | 80,518 | 78,518 |

# Special Revenue

## CITY OF ALISO VIEJO — 231 - Other Grants

Estimated Expenditures — FY 2023-2024

The Other Grants Fund is used to account for state and other grants procured by the City for projects. Grants included are Prop. 40 grants, Prop. 84 Grants, State Community Development Block Grants, and State Habitat Conservation Grants.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | (524) | — | — | 405 | 405 | — |
| 35230 | State Grants | 67,456 | 15,033 | 72,873 | 75,000 | 75,000 | — |
| 35631 | Other Grants | — | — | — | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 66,933 | 15,033 | 72,873 | 75,405 | 75,405 | — |
| **APPROPRIATIONS** | | | | | | | |
| 6131-4309 | Other Contractual Services | — | — | — | — | 63,690 | — |
| | **TOTAL APPROPRIATIONS** | — | — | — | — | 63,690 | — |
| **TRANSFERS OUT*** | | | | | | | |
| 4999 | Transfers - Out | 232,881 | 97,451 | 348,569 | — | 1 | 1 |
| | **TOTAL TRANSFERS OUT** | 232,881 | 97,451 | 348,569 | — | 1 | 1 |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | 210,033 | 44,085 | (38,334) | 32,071 | (314,030) | (302,316) |
| | **TOTAL PROJECTED FUND BALANCE** | 44,085 | (38,334) | (314,030) | 107,476 | (302,316) | (302,317) |

The Technology Grant is a result of negotiations between the City and Cox Communications for a new franchise agreement. These funds will be used for new technology purchases, provide City information on the Cable TV Government Access Channel, and provide services to its residents through technology upgrades at City Facilities.

| ESTIMATED EXPENDITURES DETAIL | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 31330 | Franchise - PEG Fee | 131,173 | 119,959 | 107,498 | 108,000 | 108,000 | 96,000 |
| 34010 | Investment Earnings | 5,146 | 3,357 | (6,686) | 1,000 | 1,000 | 2,900 |
| 34150 | Other Income | 0 | — | — | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 136,318 | 123,316 | 100,812 | 109,000 | 109,000 | 98,900 |
| **APPROPRIATIONS** | | | | | | | |
| 4309 | Other Contractual Services | 12,280 | 12,212 | 12,743 | 16,680 | 28,680 | 30,680 |
| 4481 | IT/Computer Equipment | 26,808 | 21,880 | 12,089 | 53,500 | 41,500 | 57,200 |
| 4620 | Minor Equipment | — | — | — | 5,000 | 5,000 | 5,000 |
| | **TOTAL APPROPRIATIONS** | 39,088 | 34,092 | 24,832 | 75,180 | 75,180 | 92,880 |
| **TRANSFERS OUT*** | | | | | | | |
| 4999 | Transfers - Out | — | 134,651 | 0 | — | — | — |
| | **TOTAL TRANSFERS OUT** | — | 134,651 | — | — | — | — |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | 98,973 | 196,204 | 150,776 | 95,746 | 226,756 | 260,576 |
| | **TOTAL PROJECTED FUND BALANCE** | 196,204 | 150,776 | 226,756 | 129,566 | 260,576 | 266,596 |

Through negotiated agreements with developers, the City of Aliso Viejo receives these fees for projects related to affordable housing, traffic mitigation, community enhancement, parks, trails, open space, and median improvements.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 37010 | Housing Fees | — | — | — | — | — | — |
| 37020 | Traffic Mitigation | — | — | — | — | — | — |
| 37030 | Community Enhancement | — | 585,000 | — | — | — | — |
| 37040 | Parks/Trails/Open Space | 9,600 | — | — | — | — | — |
| 37050 | Median Improvement | — | — | — | — | — | — |
| 37060 | Visual Art In Public Places | — | — | — | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 9,600 | 585,000 | — | — | — | — |
| **APPROPRIATIONS** | | | | | | | |
| 6145-4301 | Professional Services | — | — | — | — | 1,000 | — |
| 6145-4581 | Housing Programs | 225,000 | 154,650 | — | — | — | — |
| 6145-5910 | Improvements | — | — | — | — | — | — |
| 6145-5920 | Acquisition | | | — | | — | — |
| | **TOTAL APPROPRIATIONS** | 225,000 | 154,650 | — | — | 1,000 | — |
| **TRANSFERS OUT*** | | | | | | | |
| 4999 | Transfers - Out | 2,171,280 | 1,642,098 | — | — | — | — |
| | **TOTAL TRANSFERS OUT** | 2,171,280 | 1,642,098 | — | — | — | — |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | 5,009,051 | 2,622,371 | 1,410,623 | 1,410,623 | 1,410,623 | 1,409,623 |
| | **TOTAL PROJECTED FUND BALANCE** | 2,622,371 | 1,410,623 | 1,410,623 | 1,410,623 | 1,409,623 | 1,409,623 |

# Special Revenue

## CITY OF ALISO VIEJO — 251 - Federal Grants

Estimated Expenditures — FY 2023-2024

The Federal Grants Fund is used to account for Federal Grants received by the City for various projects. Grants for FY 2022-23 include funds for the Community Development Block Grants (CDBG) and the American Rescue Plan Act.

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | 2,679 | 54,585 | (127,074) | — | — | — |
| 35430 | Federal Grants | 901,892 | 755,695 | 3,033,181 | 3,375,346 | 3,375,346 | 877,535 |
| | **TOTAL ESTIMATED RESOURCES** | 904,571 | 810,279 | 2,906,107 | 3,375,346 | 3,375,346 | 877,535 |
| **APPROPRIATIONS** | | | | | | | |
| 6151-4309 | Other Contractual Services | — | 943 | 0 | — | — | — |
| 6131-4612 | Operating Supplies | 19,725 | 70,217 | 163,991 | 54,400 | 294,383 | 281,027 |
| 6131-4309 | Other Contractual Services | | | — | | 90,060 | 90,060 |
| 6151-5920 | Acquisition | — | — | — | 186,924 | 186,924 | — |
| | **TOTAL APPROPRIATIONS** | 19,725 | 71,160 | 163,991 | 241,324 | 571,367 | 371,087 |
| **TRANSFERS OUT*** | | | | | | | |
| 4999 | Transfers - Out | 871,719 | 736,838 | 2,843,242 | 2,839,053 | 2,839,053 | 506,448 |
| | **TOTAL TRANSFERS OUT** | 871,719 | 736,838 | 2,843,242 | 2,839,053 | 2,839,053 | 506,448 |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | | 13,127 | 15,409 | 1,204 | (85,717) | (120,791) |
| | **TOTAL PROJECTED FUND BALANCE** | 13,127 | 15,409 | (85,717) | 296,173 | (120,791) | (120,791) |

**NOTE: Transfer Detail***

| | |
|---|---|
| FD 331 - CDBG | 318,288 |
| FD 331 - Watersmarts Grant | 75,000 |
| FD 331 = Energy Efficiency & Conservation Block Grant | 113,160 |
| **Total** | **506,448** |

# Special Revenue

## CITY OF ALISO VIEJO — 260 - Aliso Viejo Center

Estimated Expenditures — FY 2023-2024

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 37810 | F&B | 337,955 | 176,248 | 606,406 | 549,352 | 549,352 | 676,553 |
| 37820 | Beverage | 170,729 | 105,079 | 326,177 | 307,881 | 307,881 | 379,171 |
| 37830 | Package Revenue | 409,426 | 340,074 | 992,257 | 913,506 | 913,506 | 1,125,024 |
| 37831 | Rental Fees | 6,830 | — | 480 | — | 1 | — |
| 37832 | Equipment Rental Fees | 98,761 | 59,303 | 196,737 | 143,060 | 143,060 | 176,186 |
| 37836 | Music Revenue | 47,250 | 39,850 | 91,000 | 85,252 | 85,252 | 104,992 |
| 37865 | Miscellaneous Revenue | 230,442 | 174,254 | 473,677 | 401,858 | 401,858 | 494,909 |
| 39999 | Interfund Transfers | — | 179,759 | — | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 1,301,392 | 1,074,567 | 2,686,733 | 2,400,909 | 2,400,910 | 2,956,835 |
| **PERSONNEL-SALARIES & BENEFITS** | | | | | | | |
| 7101 | P/R-Salaries | 98,256 | 100,862 | 109,636 | 101,427 | 101,427 | 114,192 |
| 7102 | P/R-Wages | 106,824 | 91,371 | 199,887 | 146,477 | 146,477 | 146,477 |
| 7103 | P/R-Contract Labor | 119,040 | 79,511 | 297,215 | 243,652 | 243,652 | 293,146 |
| 7201 | P/R-Benefits | 48,860 | 55,927 | 57,956 | 51,500 | 51,500 | 60,722 |
| | **Total Personnel-Salaries & Benefits** | 372,980 | 327,672 | 664,694 | 543,056 | 543,056 | 614,537 |
| **OPERATING EXPENDITURES** | | | | | | | |
| 7301 | Cost of F&B | 113,379 | 68,736 | 202,721 | 197,345 | 197,345 | 260,886 |
| 7303 | Misc. Expense | — | — | — | — | — | — |
| 7304 | Music Expense | 22,781 | 15,464 | 33,225 | 29,398 | 29,398 | 35,365 |
| 7305 | Equipment Rental Expense | 30,566 | 24,822 | 59,792 | 71,187 | 71,187 | 86,318 |
| 7306 | Package Expense | 34,330 | 19,563 | 98,940 | 120,290 | 120,290 | 145,859 |
| 7401 | Equipment Maintenance | 115,335 | 91,865 | 225,882 | 174,198 | 174,198 | 211,226 |
| 7402 | Computer Expense | 8,939 | 8,145 | 21,470 | 27,912 | 27,912 | 32,513 |
| 7411 | Utilities | 16,677 | 15,058 | 27,477 | 26,757 | 26,757 | 26,757 |
| 7421 | Building & Ground Maintenance | 89,760 | 100,119 | 137,162 | 124,944 | 124,944 | 140,746 |
| 7431 | Supplies | 50,391 | 38,184 | 74,918 | 76,646 | 76,646 | 84,474 |
| 7432 | Minor Equipment | 39,066 | 13,084 | 54,083 | 65,222 | 65,222 | 89,878 |
| 7441 | Marketing | — | — | — | 14,000 | 14,000 | — |
| 7445 | Fees & Permits | 87,084 | 67,449 | 81,451 | 97,316 | 97,316 | 97,316 |
| 7448 | Insurance Expenses | 53,497 | 34,406 | 72,666 | 52,169 | 52,169 | 59,246 |
| 7451 | Management Fees | — | — | — | — | — | — |
| 7452 | Accounting Fees | 250,000 | 250,000 | 453,010 | 410,136 | 410,136 | 486,686 |
| 7501 | Capital Maintenance | 2,332 | — | — | — | — | — |
| | **Total Operating Expenditures** | 914,137 | 746,896 | 1,542,796 | 1,487,520 | 1,487,520 | 1,757,270 |
| | **TOTAL APPROPRIATIONS** | 1,287,117 | 1,074,567 | 2,207,490 | 2,030,576 | 2,030,576 | 2,371,807 |
| **TRANSFERS OUT** | | | | | | | |
| 4999 | Transfers - Out | 14,275 | — | 479,243 | 370,334 | 370,334 | 585,028 |
| | **TOTAL TRANSFERS OUT** | 14,275 | — | 479,243 | 370,334 | 370,334 | 585,028 |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | | — | — | — | — | — |
| | **TOTAL PROJECTED FUND BALANCE** | — | — | — | — | — | — |

| | | |
|---|---|---|
| **NOTE:** | **Transfer Detail*** | |
| | FD 101 - General Fund Transfer | 585,028 |
| | **Total** | **585,028** |

# Special Revenue

## CITY OF ALISO VIEJO — 261 - Aquatic Center

Estimated Expenditures — FY 2023-2024

| | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 37810 | F&B | 12,066 | 8,279 | 8,030 | 10,000 | 10,000 | 10,000 |
| 37835 | Aquatic Fees | 109,573 | 184,341 | 163,386 | 157,000 | 157,000 | 160,000 |
| 37840 | Pool Use Fees | 12,029 | — | 7,869 | 13,000 | 13,000 | 14,000 |
| 37845 | Aquatic Classes | 367,798 | 786,862 | 849,605 | 750,000 | 750,000 | 800,000 |
| 37860 | Merchandise Sales | 4,892 | 10,675 | 13,354 | 14,000 | 14,000 | 14,000 |
| 37865 | Miscellaneous Revenue | — | — | — | — | — | — |
| 39999 | Interfund Transfers* | 227,206 | 96,479 | 108,389 | 192,740 | 192,740 | 183,840 |
| | **TOTAL ESTIMATED RESOURCES** | 733,564 | 1,086,635 | 1,150,632 | 1,136,740 | 1,136,740 | 1,181,840 |
| **PERSONNEL-SALARIES & BENEFITS** | | | | | | | |
| 7101 | P/R-Salaries | 31,154 | 85,124 | 83,771 | 105,000 | 105,000 | 125,000 |
| 7102 | P/R-Wages | 349,097 | 425,593 | 464,912 | 414,000 | 414,000 | 435,000 |
| 7201 | P/R-Benefits | 36,945 | 77,747 | 66,076 | 72,000 | 72,000 | 72,000 |
| | **Total Personnel-Salaries & Benefits** | 417,195 | 588,465 | 614,758 | 591,000 | 591,000 | 632,000 |
| **OPERATING EXPENDITURES** | | | | | | | |
| 7301 | Cost of F&B | 5,142 | 3,758 | 4,071 | 8,500 | 8,500 | 6,000 |
| 7303 | Misc. Expense | 3,697 | — | 871 | — | (1) | — |
| 7321 | ANHS Pool Rental | — | — | 3,010 | 7,000 | 7,000 | 7,000 |
| 7322 | Contract Instructor Payments | — | 43,131 | 4,301 | — | 1 | — |
| 7401 | Equipment Maintenance | 34,601 | 49,587 | 59,256 | 70,000 | 55,000 | 61,000 |
| 7402 | Computer Expense | — | 2,872 | 5,123 | 6,500 | 6,500 | 5,440 |
| 7411 | Utilities | 43,245 | 47,026 | 74,603 | 77,140 | 103,140 | 97,500 |
| 7421 | Building & Ground Maintenance | 50,986 | 51,006 | 55,291 | 66,600 | 63,100 | 67,600 |
| 7425 | Pool Maintenance | 16,580 | 19,951 | 16,683 | 18,000 | 18,000 | 18,000 |
| 7431 | Supplies | 5,136 | 3,359 | 2,766 | 4,000 | 4,000 | 4,000 |
| 7432 | Minor Equipment | 2,909 | 4,834 | 7,762 | 8,000 | 8,000 | 5,000 |
| 7433 | Operating Supplies | 7,711 | 7,881 | 8,845 | 22,000 | 18,000 | 19,600 |
| 7435 | Merchandise | 3,685 | 10,032 | 5,371 | 8,000 | 8,000 | 8,000 |
| 7440 | Mtgs/Conf/Trng & Dev | — | 279 | 795 | 3,000 | 3,000 | 3,000 |
| 7441 | Marketing | 12,301 | 10,843 | 19,817 | 27,000 | 23,500 | 25,000 |
| 7445 | Fees and Permits | 19,876 | 27,329 | 35,161 | 25,000 | 25,000 | 27,700 |
| 7451 | Management Fees | 110,500 | 196,782 | 251,648 | 195,000 | 195,000 | 195,000 |
| 7501 | Capital Maintenance | — | — | — | — | — | — |
| | **Total Operating Expenditures** | 316,369 | 478,671 | 555,374 | 545,740 | 545,740 | 549,840 |
| | **TOTAL APPROPRIATIONS** | 733,564 | 1,067,135 | 1,170,132 | 1,136,740 | 1,136,740 | 1,181,840 |
| **TRANSFERS OUT** | | | | | | | |
| 4999 | Transfers - Out | — | — | — | — | — | — |
| | **TOTAL TRANSFERS OUT** | — | — | — | — | — | — |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | | — | 19,500 | 19,500 | — | — |
| | **TOTAL PROJECTED FUND BALANCE** | — | 19,500 | — | 19,500 | — | — |

# CAPITAL IMPROVEMENTS

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# CITY OF ALISO VIEJO
## Capital Improvements Projects
### FY 2023-24

The City's Capital Improvement Program provide for the maintenance or replacement of existing public facilities and assets and for the construction or acquisition of new ones. The following projects are scheduled for FY 2023-2024 and budgeted accordingly.

**Projects Summary:**

| Project | Funding Source | Amount |
|---|---|---|
| **Non-Recurring Projects** | | |
| **City Hall - IT Equipment** | **General Fund** | $75,000 |
| Purchase of new server equipment. | | |
| **City Hall** | **General Fund/Federal Grant** | $226,160 |
| City Hall HVAC replacement. | | |
| **City Hall** | **General Fund/Federal Grant** | $150,000 |
| City Hall landscaping improvements. | | |
| **Aliso Viejo Aquatic Center** | **General Fund** | $295,000 |
| Improvements to the kiddie pool and spa area as well as replacement of pool deck coating. | | |
| **Traffic Management** | **Measure M** | $175,000 |
| Traffic signal synchronization projects along Aliso Creek Road. | | |
| **Street Improvement Projects** | **Measure M/RMRA** | $2,365,000 |
| Street rehabilitation on Aliso Creek Road between Wolverine and Alicia Parkway. Rehab design along Enterprise, from Aliso Creek to Aliso Viejo Parkway, and Aliso Creek from Enterprise to SR73. | | |
| **ADA Improvements** | **Federal Grant** | $318,288 |
| ADA improvements along various sidewalks and City facilities. | | |

**Recurring Projects**

| Project | Funding Source | Amount |
|---|---|---|
| **Stormwater Improvements** | **General Fund** | $15,000 |
| Program includes ongoing mitigation, monitoring, and maintenance for the Wetlands Monitoring Project and Dairy Fork Wetland Project. | | |
| | Total: | $3,619,448 |

# CAPITAL IMPROVEMENT PLAN

| Proj # | Project Description | Total Cost | General Fund | TCRF | M2 Fairshare | Measure M Comp | Gas Tax | SB1 | Federal Grants | Other Grants | Technology Grant | Reimb From Other Govts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Traffic Management/Safety Projects (311-8201)** | | | | | | | | | | | |
| 130 | Aliso Creek Road RTSSP | 175,000 | — | — | 175,000 | — | — | — | — | — | — | — |
| | **Total** | 175,000 | — | — | 175,000 | — | — | — | — | — | — | — |

| Proj # | Project Description | Total Cost | General Fund | TCRF | M2 Fairshare | Measure M Comp | Gas Tax | SB1 | Federal Grants | Other Grants | Technology Grant | Reimb From Other Govts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Street Improvement Projects (311-8301)** | | | | | | | | | | | |
| 125 | Glenwood Rehab - SR73 to Aliso Creek | 60,000 | — | — | — | — | — | 60,000 | — | — | — | — |
| 128 | Enterprise Rehab - Aliso Creek to Aliso Viejo Pkwy | 1,435,000 | — | — | — | — | — | 1,435,000 | — | — | — | — |
| 134 | Aliso Creek Rehab - Enterprise to SR73 | 870,000 | | | 870,000 | | | | — | — | — | — |
| | **Total** | 2,365,000 | — | — | 870,000 | — | — | 1,495,000 | — | — | — | — |

| Proj # | Project Description | Total Cost | General Fund | TCRF | M2 Fairshare | Measure M Comp | Gas Tax | SB1 | Federal Grants | Other Grants | Technology Grant | Reimb From Other Govts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Capital Improvements (331-8701)** | | | | | | | | | | | |
| | IT Server Equipment | 75,000 | 75,000 | — | — | — | — | — | — | — | — | — |
| *104* | ADA Improvements | 318,288 | — | — | — | — | — | — | 318,288 | — | — | — |
| | City Hall Improvements | 376,160 | 188,000 | — | — | — | — | — | 188,160 | — | — | — |
| *063* | *City Hall HVAC Replacement* | *226,160* | 113,000 | — | — | — | — | — | 113,160 | — | — | — |
| *057* | *City Hall Landscaping Improvements* | *150,000* | 75,000 | — | — | — | — | — | 75,000 | — | — | — |
| *118* | Aquatic Center Improvements | 295,000 | 295,000 | — | — | — | — | — | — | — | — | — |
| *118* | *Kiddie Pool/Spa Plaster* | *20,000* | 20,000 | — | — | — | — | — | — | — | — | — |
| 118 | *Pool Deck Coating* | *275,000* | 275,000 | — | — | — | — | — | — | — | — | — |
| | **Total** | 1,064,448 | 558,000 | — | — | — | — | — | 506,448 | — | — | — |

| Proj # | Project Description | Total Cost | General Fund | TCRF | M2 Fairshare | Measure M Comp | Gas Tax | SB1 | Federal Grants | Other Grants | Technology Grant | Reimb From Other Govts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Stormwater Improvements (332-8601)** | | | | | | | | | | | |
| 030 | Wetlands Monitoring Project | 5,000 | 5,000 | | — | — | — | — | — | — | — | — |
| 091 | Dairy Fork Wetland Project | 10,000 | 10,000 | | — | — | — | — | — | — | — | — |
| | **Total** | 15,000 | 15,000 | | — | — | — | — | — | — | — | — |
| | **GRAND TOTAL** | **3,619,448** | **573,000** | **—** | **1,045,000** | **—** | **—** | **1,495,000** | **506,448** | **—** | **—** | **—** |

# CAPITAL IMPROVEMENT PLAN

| | | Total | 5101 Planning | 5501 Design | 5601 Const. Mgmt | 5701 Construction | 5901 Contingency | 5910 Improvements | 5911 Rehabilitation |
|---|---|---|---|---|---|---|---|---|---|
| **Transfer Detail** | | | | | | | | | |
| **Traffic Management/Safety Projects (311-4-8201)** | | | | | | | | | |
| 130 | Aliso Creek Road RTSSP | 175,000 | — | — | — | 175,000 | — | — | — |
| | **Total** | 175,000 | — | — | — | 175,000 | — | — | — |
| **Street Improvement Projects (311-4-8301)** | | | | | | | | | |
| 125 | Glenwood Rehab - SR73 to Aliso Creek | 60,000 | — | 60,000 | — | — | — | | |
| 128 | Enterprise Rehab - Aliso Creek to Aliso Viejo Pkwy | 1,435,000 | — | — | 115,000 | 1,200,000 | 120,000 | — | — |
| 134 | Aliso Creek Rehab - Enterprise to SR73 | 870,000 | | — | 100,000 | 650,000 | 120,000 | — | — |
| | | — | | | | | | | |
| | **Total** | 2,365,000 | — | 60,000 | 215,000 | 1,850,000 | 240,000 | — | — |
| **Capital Improvements (331-4-8701)** | | | | | | | | | |
| | IT Server Equipment | 75,000 | — | — | — | — | — | 75,000 | — |
| *104* | ADA Improvements | 318,288 | — | — | 55,000 | — | 26,320 | 236,968 | — |
| | City Hall Improvements | 376,160 | — | — | — | — | — | 376,160 | — |
| *063* | *City Hall HVAC Replacement* | *226,160* | — | — | — | — | — | *226,160* | — |
| *057* | *City Hall Landscaping Improvements* | *150,000* | — | — | — | — | — | *150,000* | |
| *118* | Aquatic Center Improvements | 295,000 | — | — | — | — | — | 295,000 | |
| *118* | *Kiddie Pool/Spa Plaster* | *20,000* | — | — | — | — | — | *20,000* | |
| 118 | *Pool Deck Coating* | *275,000* | — | — | — | — | — | *275,000* | |
| | **Total** | 1,064,448 | — | — | 55,000 | — | 26,320 | 983,128 | — |
| **Stormwater Improvements (332-4-8601)** | | | | | | | | | |
| 030 | Wetlands Monitoring Project | 5,000 | — | — | — | — | — | — | 5,000 |
| 091 | Dairy Fork Wetland Project | 10,000 | — | — | — | — | — | — | 10,000 |
| | **Total** | 15,000 | — | — | — | — | — | — | 15,000 |
| | **GRAND TOTAL** | **3,619,448** | **—** | **60,000** | **270,000** | **2,025,000** | **266,320** | **983,128** | **15,000** |

# Capital Improvements

## CITY OF ALISO VIEJO — 311 - Street Improvements

Estimated Expenditures — FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 35040 | Intergovernmental Reimbursement | — | — | — | — | — | — |
| 39999 | Interfund Transfers* | 1,999,542 | 2,327,098 | 1,500,043 | 3,524,000 | 3,772,216 | 2,540,000 |
| | **TOTAL ESTIMATED RESOURCES** | 1,999,542 | 2,327,098 | 1,500,043 | 3,524,000 | 3,772,216 | 2,540,000 |
| **APPROPRIATIONS** | | | | | | | |
| | **Traffic Safety** | | | | | | |
| 8201-5501 | Design | — | — | — | — | — | — |
| 8201-5601 | Construction Management | — | — | — | — | — | — |
| 8201-5701 | Construction | — | 33,493 | 11,769 | 244,000 | 244,000 | 175,000 |
| 8201-5901 | Project Contingency | — | — | — | — | — | — |
| 8201-5910 | Improvements | — | — | — | — | — | — |
| | **Street & Highways** | | | | | | |
| 8301-5501 | Design | 99,438 | — | 109,830 | 70,000 | 85,000 | 60,000 |
| 8301-5601 | Construction Management | 65,874 | 142,761 | 105,570 | 130,000 | 115,000 | 215,000 |
| 8301-5701 | Construction | 2,153,274 | 2,578,189 | 1,418,224 | 2,800,000 | 3,025,560 | 1,850,000 |
| 8301-5702 | Contra-Expense Account | (319,044) | (427,345) | (145,350) | — | — | — |
| 8301-5901 | Project Contingency | — | — | — | 280,000 | 302,656 | 240,000 |
| 8301-5910 | Improvements | — | — | — | — | — | — |
| 8301-5911 | Rehabilitation | — | — | — | — | — | — |
| | **TOTAL APPROPRIATIONS** | 1,999,542 | 2,327,098 | 1,500,043 | 3,524,000 | 3,772,216 | 2,540,000 |
| | **TOTAL PROJECTED FUND BALANCE** | — | — | — | — | — | — |

**NOTE:** **Interfund Transfer Project Detail***

| | | |
|---|---|---|
| 130 | Aliso Creek Road RTSSP | $ 175,000 |
| 125 | Glenwood Rehab -SR73 to Aliso Creek | 60,000 |
| 128 | Enterprise Rehab - Aliso Creek to Aliso Viejo Pkwy | 1,435,000 |
| 134 | Aliso Creek Rehab - Enterprise to SR73 | 870,000 |
| | | $ 2,540,000 |

# Capital Improvements

## CITY OF ALISO VIEJO — 331 - Capital Improvements

Estimated Expenditures — FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 38010 | Bond Proceeds | — | — | — | — | — | — |
| 39999 | Interfund Transfers* | 642,142 | 350,508 | 572,107 | 411,000 | 534,000 | 1,064,448 |
| | **TOTAL ESTIMATED RESOURCES** | 642,142 | 350,508 | 572,107 | 411,000 | 534,000 | 1,064,448 |
| **APPROPRIATIONS** | | | | | | | |
| | **Parks/Recreation Project** | | | | | | |
| 8701-5501 | Design | — | — | — | 30,000 | 30,000 | — |
| 8701-5601 | Construction Management | — | — | — | — | — | 55,000 |
| 8701-5701 | Construction | — | — | — | — | — | |
| 8701-5702 | Contra-Expense | — | — | — | — | — | — |
| 8701-5901 | Project Contingency | — | — | — | — | — | 26,320 |
| 8701-5910 | Improvements | 642,142 | 350,508 | 572,107 | 381,000 | 504,000 | 983,128 |
| 8701-5911 | Rehabilitation | — | — | — | — | — | — |
| | **TOTAL APPROPRIATIONS** | 642,142 | 350,508 | 572,107 | 411,000 | 534,000 | 1,064,448 |
| | **TOTAL PROJECTED FUND BALANCE** | — | — | — | — | — | — |

| NOTE: | **Interfund Transfer Project Detail*** | |
|---|---|---|
| | IT Server Equipment | 75,000 |
| 104 | ADA Improvements | 318,288 |
| 063 | City Hall HVAC Replacement | 226,160 |
| 057 | City Hall Landscaping Improvements | 150,000 |
| 118 | Aquatic Center Improvements | 295,000 |
| | **Total** | **1,064,448** |

# Capital Improvements

## CITY OF ALISO VIEJO — 332 - Storm Water

Estimated Expenditures — FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 35040 | Intergovernmental Reimbursements | — | — | — | — | — | — |
| 39999 | Interfund Transfers* | 32,668 | (294) | 24,692 | 30,000 | 30,000 | 15,000 |
| | **TOTAL ESTIMATED RESOURCES** | 32,668 | (294) | 24,692 | 30,000 | 30,000 | 15,000 |
| **APPROPRIATIONS** | | | | | | | |
| 8601-5501 | Planning & Design | — | — | — | — | — | — |
| 8601-5601 | Construction Management | — | — | — | — | — | — |
| 8601-5701 | Construction | — | — | — | — | — | — |
| 8601-5702 | Contra-Expense | (9,313) | (23,995) | (5,353) | — | — | — |
| 8601-5901 | Project Contingency | — | — | — | — | — | — |
| 8601-5911 | Rehabilitation | 41,980 | 23,702 | 30,046 | 30,000 | 30,000 | 15,000 |
| | **TOTAL APPROPRIATIONS** | 32,667 | (292) | 24,692 | 30,000 | 30,000 | 15,000 |
| | **TOTAL PROJECTED FUND BALANCE** | 1 | (2) | — | — | — | — |

**NOTE: Interfund Transfer Project Detail**

| | | |
|---|---|---|
| **030** | FD 101 - Wetlands | 5,000 |
| **091** | FD 101 - Dairy Fork Wetlands | 10,000 |
| | **Total** | **15,000** |

| ESTIMATED EXPENDITURES DETAIL | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34150 | Other Income | — | — | — | — | — | — |
| 39999 | Interfund Transfers | 9,659,998 | 10,240,431 | — | — | — | — |
| | **TOTAL ESTIMATED RESOURCES** | 9,659,998 | 10,240,431 | — | — | — | — |
| **APPROPRIATIONS** | | | | | | | |
| 8101-5910 | Improvements | — | — | — | — | — | — |
| 8701-5601 | Construction Management | 905,201 | 645,406 | — | — | — | — |
| 8701-5701 | Construction | 8,754,797 | 9,123,192 | — | — | — | — |
| 8701-5910 | Improvements | — | 471,832.81 | — | — | — | — |
| | **TOTAL APPROPRIATIONS** | 9,659,998 | 10,240,431 | — | — | — | — |
| | **TOTAL PROJECTED FUND BALANCE** | — | — | — | — | — | — |

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# Debt Service

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## CITY OF ALISO VIEJO

## 411 - Debt Service

Estimated Expenditures

FY 2023-2024

| ESTIMATED EXPENDITURES DETAIL | | 2019-20 Actual | 2020-21 Actual | 2021-22 Actual | 2022-23 Adopted Budget | 2022-23 Adjusted Budget | 2023-24 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **ESTIMATED RESOURCES** | | | | | | | |
| 34010 | Investment Earnings | 79,045 | 273 | 1 | — | — | — |
| 38010 | Bond Proceeds | 12,006,870 | — | — | — | — | — |
| 39999 | Interfund Transfers | 306,283 | 630,788 | 654,436 | 657,050 | 657,050 | 658,250 |
| | **TOTAL ESTIMATED RESOURCES** | 12,392,198 | 631,061 | 654,437 | 657,050 | 657,050 | 658,250 |
| **APPROPRIATIONS** | | | | | | | |
| 7101-4540 | Cost of Issuance | 188,278 | — | — | — | — | — |
| 7101-4541 | Principal Payment | — | 230,000 | 235,000 | 240,000 | 240,000 | 250,000 |
| 7101-4542 | Interest & Fiscal Charges | 306,283 | 427,436 | 422,705 | 417,050 | 417,050 | 408,250 |
| 8101-5920 | Acquisition | — | — | — | — | — | — |
| | **TOTAL APPROPRIATIONS** | 494,561 | 657,436 | 657,705 | 657,050 | 657,050 | 658,250 |
| **TRANSFERS OUT*** | | | | | | | |
| 9501-4999 | Transfers - Out | 7,577,942 | 4,293,320 | — | — | — | — |
| | **TOTAL TRANSFERS OUT** | 7,577,942 | 4,293,320 | — | — | — | — |
| **FUND BALANCE** | | | | | | | |
| 2911 | Fund Balance - Beginning | | 4,319,695 | — | — | (3,268) | (3,268) |
| | **TOTAL PROJECTED FUND BALANCE** | 4,319,695 | — | (3,268) | — | (3,268) | (3,268) |

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# Appendices

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CITY OF ALISO VIEJO

# *Appendix A*

# *BUDGET POLICY*

## PURPOSE

The following City financial policies establish the framework for the City of Aliso Viejo's overall fiscal planning and management. They set forth guidelines against which current budgetary performance can be measured and proposals for future programs can be evaluated. The financial policies also improve the City's fiscal stability by helping City officials plan fiscal strategy with a consistent approach. Adherence to adopted financial policies promotes sound financial management, which can lead to improvement in City bond ratings and lower cost of capital.

## POLICY

### 1. Operating Management Policies

a. All departments will participate in the responsibility of meeting policy goals and ensuring long-term financial health. Future service plans and program initiatives will be developed to reflect current policy directives, projected resources and future service requirements.

b. All departments will notify the Director of Finance Services of all City transactions involving the receipt, transfer, appropriations and expenditure of funds prior to the commitment of such funds. All staff reports shall be submitted to the Financial Services Department for verification of financial information.

### 2. Revenue Policies

a. Revenues will not be dedicated for specific purposes, unless required by law or generally accepted accounting practices (GAAP). All non-restricted revenues will be deposited in the General Fund and appropriated by the budget process.

b. Current revenues will fund current expenditures. The City will endeavor to maintain a diversified and stable revenue base to minimize the effects of economic fluctuations on revenue generation.

c. Development impact fees, as permitted by state law for capital expenses attributable to new development, will be reviewed to ensure that such fees cover all direct and indirect development-related expenses.

d. The City will review user fees and charges and attempt to set them at a level that fully supports the total direct and indirect cost of the activity as permitted by law.

e. City staff will seek out, apply for and effectively administer federal, state and other grants that address the City's priorities and policy objectives and provide a positive

benefit to the City. Before any grant is pursued, staff shall provide a detailed pro-forma that addresses the immediate and long-term costs and benefits to the City.

f. Grant funding will be considered to leverage City funds. Inconsistent and/or fluctuating grants should not be used to fund ongoing programs. In the event of reduced grant funding, programs financed with grant monies will be substituted with City resources only after all program priorities and alternatives are considered during the budget process.

g. The City will follow a policy of collecting revenues that is aggressive and consistent, but sensitive to the circumstances. The City's goal for collections is to have no more than .5 of 1% of the total City revenue being adjusted for bad debts annually.

**3. Budget Policies**

a. The budget process is intended to weigh all competing requests for City resources, within expected fiscal constraints. Requests for new, ongoing programs made outside the budget process are discouraged.

b. Budget development will use strategic multi-year fiscal planning, conservative revenue forecasts. The process will include a diligent review of programs by staff, management, and City Council.

c. Balanced revenue and expenditure forecasts will be prepared to examine the City's ability to absorb operating costs due to changes in the economy, service demands, and capital improvements. The forecast will be updated biennially, will focus on a three-year horizon, and will include a five-year outlook.

d. All budgetary procedures will conform to state regulations and generally accepted accounting principles.

e. The levels of budgetary authority to amend appropriations are as follows:

- Department Heads can request to move appropriations from one object to another within the budget categories of operating expenditures, other services and supplies with the approval of the Director of Financial Services.
- The Director of Financial Services will have the authority to transfer appropriations between objects, categories and departments within the same fund.
- The City Manager will have the authority to transfer appropriations between funds.

- City Council's approval will be required to amend revenue or appropriations, which result in a change to the adopted budget.

**4. Cash Management Policies**

a. Investments and cash management will be the responsibility of the City Treasurer.

b. Cash and Investment programs will be maintained in accordance with the City's adopted investment policy and will ensure that proper controls and safeguards are maintained. City funds will be managed in a prudent and diligent manner with an emphasis on safety of principal, liquidity, and financial return on principal, in that order.

c. The City invests all idle cash as determined by analysis of anticipated cash flow needs. Specific emphasis will be placed on future cash requirements when selecting maturity dates to avoid forced liquidations and the potential corresponding loss of investment earnings.

d. In order to maximize yields from the overall portfolio, the City will consolidate cash balances from all funds for investment purposes, and will allocate investment earnings to each fund in accordance with generally accepted accounting principles.

e. All investments and evaluation of such investments shall be made with regard to the "prudent investor" standard. The standard to be used by investment officials shall be that of a "prudent person" and shall be applied in the context of managing all aspects of the City's investment portfolio. The prudent person standard is as follows: Investments will be made with the care, skill, prudence and diligence under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the professional management of their business affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

f. The investment officer, acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within a timely manner and appropriate action is taken to control adverse developments.

g. The City Treasurer shall maintain a system of internal controls designed to ensure compliance with the Investment Policy and to prevent losses due to fraud, employee error, and misrepresentations by third parties or unanticipated changes in financial markets.

h. The City Treasurer will generate a monthly report to the City Manager and City Council in conformance with all State laws and City investment policy requirements.

**5. Capital Management Policies**

a. A five-year Capital Improvement Plan will be developed and updated annually, including anticipated funding sources. Capital improvement projects are defined as infrastructure or equipment purchases or construction, which results in a capitalized asset costing more than $2,000 and having a useful (depreciable life) of five years or more.

b. The capital improvement plan will include, in addition to current operating maintenance expenditures, adequate funding to support repair and replacement of deteriorating infrastructure and avoidance of a significant unfunded liability.

c. Capital improvement lifecycle costs will be coordinated with the development of the Operating Budget. Future operating, maintenance and replacement costs associated with new capital improvements will be forecast, matched to available revenue sources and included in the Operating Budget. Capital project contract awards will include a fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.

d. City assets shall be systematically and accurately recorded, properly classified and adequately documented in the Fixed Asset Accounting System. The City shall establish an internal control structure over all assets to provide reasonable assurance of effective and efficient operations, reliable financial reporting and compliance with applicable laws and regulations. Refer to the Fixed Asset Policy and Procedure for guidelines.

**6. Debt Management Policies**

a. A ratio of current assets to current liabilities of at least 2/1 will be maintained to ensure the City's ability to pay short-term obligations.

b. Debt financing should not exceed the useful life of the infrastructure improvement or project.

c. The City will not use long-term financing for any recurring purpose such as current operating and maintenance expenditures. Short-term debt instruments such as revenue, tax, or bond anticipation notes shall be excluded from this limitation.

d. All bond issue proposals should include an analysis showing how the new issue, combined with any current debt, impacts the City's debt capacity and conformance with City policies.

e. Community Facility District (CFD) Bonds shall be permitted only when there is a general City benefit. Refer to the Local Goals and Policies for the Use of the Mello-Roos Community Facilities Act of 1982. Exhibit A.

f. A debt service fund will be maintained to account for restricted revenues and debt payments, as well as any additional debt amounts deemed to be advisable and necessary for any public or municipal purposes.

**7. Reserve Policies**

a. All fund designations and reserves will be evaluated annually for long-term adequacy and use requirements in conjunction with development of the City's financial forecasts.

b. General Fund Stabilization Reserve of 15 percent of the annual General Fund operating budget will be maintained for unforeseen emergencies or catastrophic impacts to the City.

c. The unappropriated fund balance in the General Fund will be maintained at a level sufficient to provide adequate working capital and to accommodate required adjustments to other reserve accounts, including the reserves for advances to other funds, deposits and prepaid items.

d. A minimum fund balance of 25 percent of estimated Gas Tax revenues for the current year will be set aside as a reserve for street repair emergencies and other unanticipated traffic safety projects.

e. Economic Uncertainty Reserve will be budgeted and appropriated annually to avoid the need for service level reductions in the event an economic downturn that causes revenues to be less than anticipated in the budget.

f. Self-Insurance Reserves will be maintained at a level, which, together with purchased insurance policies, will adequately indemnify the City's property, liability, and health benefit risk.

g. Contingency Reserves to be determined annually will be maintained to offset unanticipated revenue shortfalls and/or unexpected expenditure increases. Contingency reserves may also be used for unanticipated and/or inadequately budgeted events threatening the public health or safety. Use of contingency funds should be utilized only after all budget sources have been examined for available funds, and subject to City Council approval.

**8. Financial Reporting Policies**

a. The City's accounting and financial reporting systems will be maintained in conformance with all state and federal laws, generally accepted accounting principles (GAAP), and standards of the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).

b. An annual audit will be performed by an independent public accounting firm, with an audit opinion to be included with the City's published Comprehensive Annual Financial Report (CAFR).

c. The City's CAFR will be submitted to the Government Finance Officers Association and California Society of Municipal Finance Officers for the Certification of Achievement for Excellence in Financial Reporting Program. The financial report should be in conformity with GAAP, demonstrate compliance with finance-related legal and contractual provisions, disclose thoroughness and detail sufficiency, and minimize ambiguities and potentials for misleading inference.

d. Financial systems will maintain internal controls to monitor revenues, expenditures, and program performance on an ongoing basis.

e. The City will prepare periodic financial reports, for review by the City Council, to provide information on the status of the City's financial condition.

**9. Use of Funds**

The City's accounting system is organized and operated on a "fund basis" under which each fund is a distinct self-balancing accounting entity. A fund is "an independent fiscal and accounting entity used to record all financial transactions related to the specific purpose for which the fund was created." Funds are established for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, legal restrictions or limitations. The fund balance is the amount that remains in a fund at the end of the fiscal year after revenues have been received and expenditures have been paid. In the case of restricted special funds, it is not unusual for large one-time capital expenditures to exceed one- year revenues. This is because some of these funds take a number of years to build up a balance adequate to pay for large projects.

**10. Asset Replacement Funds**

An Improvement and Replacement Fund will be maintained as a separate fund for budgetary purposes, to fund the rehabilitation or replacement costs of existing City buildings, recreational facilities, furniture and fixtures, and equipment when they reach the end of their useful lives. Rehabilitation and replacement costs shall include design, construction and administration costs related to the projects. This fund will be categorized as a special revenue fund on the City's audited financial statements. The fund will be analyzed by staff every two years as part of the Five-Year Strategic Plan update process, for changes in assets, useful lives, estimated replacement costs, and appropriate funding level. This fund is to be maintained at a level sufficient to fund 50% of accumulated depreciation of the assets, based on estimated replacement costs, including design, construction and administration costs.

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CITY OF ALISO VIEJO

# *Appendix B*

# *FUND BALANCE POLICY*

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City of Aliso Viejo

# COUNCIL POLICY

| SUBJECT | RES. NO. | POLICY NO. | EFF. DATE | PAGE |
|---|---|---|---|---|
| **FUND BALANCE POLICY** | **2012-04** | **300-08** | **02/01/2012** | **1 of 3** |

## PURPOSE

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the fund financial statements. It is essential that the City maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures or other similar circumstances. The fund balance also provides cash flow liquidity for the City's general operations. In addition, the policy authorizes the City Manager and Director of Financial services to prepare financial reports which accurately categorize fund balance per GASB 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

## POLICY

### Classification of Fund Balances

Fund Balance shall mean the gross difference between governmental fund assets and liabilities reflected on the balance sheet. Governmental fund assets are those of the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds. Negative fund balance amounts shall not be reported for restricted, committed, or assigned funds. The fund balance of the general fund, one of the governmental fund types, is of primary significance because the general fund is the primary fund, which finances most operations in the City. In accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, fund balance will be presented using the following classifications depicting the relative strength of the spending constraints placed on the purposes for which the resources can be used:

**Non-spendable Fund Balance** – portion of fund balance that cannot be spent because it is either (a) not in a spendable form, such as prepaid items, inventories or supplies, or loans receivable; or (b) legally or contractually required to be maintained intact, such as the principal portion of an endowment. Included are inventories, prepaid amounts, deferred expenditures, long-term receivables, notes receivable, and outstanding encumbrances. Specifically, in the City's annual financial reports, this component of fund balance includes:

- Prepaid amounts.

**Restricted Fund Balance** – portion of fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors (such as through debt covenants) or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Specifically, in the City's financial reports, this component of fund balance includes:

- Funds Reserved for Debt Service
- Gas Tax Fund Balance
- M2 Fund Balance
- AQMD Fund Balance
- SLESF Fund Balance.

**Committed Fund Balance** – portion of fund balance that is subject to self-imposed constraints on spending due to formal action of the highest level of decision-making authority (the City Council); funds remain committed unless removed in the same manner. Historically, this category has not been previously reported in the City's financial reports.

**Assigned Fund Balance** – portion of fund balance that is constrained by the City's intent to utilize fund balance for a specific purpose, but that is neither restricted nor committed. Currently includes the following Council-designated reserves:

- Contingency Reserves
- Self-Insurance/Benefit Obligations
- Asset Replacement Reserves
- Emergencies & Unanticipated CIP Projects.

**Unassigned Fund Balance** – portion of fund balance that is the difference between the total fund balance and the total of the non-spendable fund balance, restricted fund balance, committed fund balance, and assigned fund balance.

Due to the already present and/or legal limitations on the use of non-spendable and restricted fund balances, they are not subject to this Fund Balance Policy. The following fund balance policies are only relevant to the unrestricted fund balances, which include committed, assigned, and unassigned.

**Authorization and Action to Commit Fund Balance**

The City Council is the government's highest level of decision-making authority and the formal action that is required to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council at a City Council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined subsequent to fiscal year end.

**Authorization and Action to Assign Fund Balance**

By resolution, the Council has authorized the City Manager and Director of Financial Services to assign fund balance. Therefore, assignments of fund balance by the City Manager and Director of Financial Services do not require formal action by the City Council. The City Council maintains its authority, at all times, to assign fund balance to a specific purpose in relation to this Fund Balance Policy by providing direction to staff.

**Minimum Unassigned Fund Balance**

The City will strive to maintain an unassigned fund balance of between 25% and 35% of the budgeted operational expenditures in the City's General Fund. Due to the volatile nature of a majority of City revenues, it is not deemed excessive for the City to maintain a fund balance in the General Fund at levels greater than 35% of the budgeted operational expenditures. The purpose of this unassigned balance is to provide a safety net that ensures the orderly provisions of services to citizens in the event of an unanticipated budget shortfall or emergency situation.

Should unassigned fund balance fall below the target amount, the City will seek to reduce expenditures, prior to increasing revenues, in order to replenish fund balance within a reasonable timeframe. The City will make every effort to avoid using fund balances for recurring operational expenditures. To the extent that the unassigned fund balance exceeds the minimum target, the City may draw upon fund balance to provide cash financing for capital projects or other one-time purchases.

**Order of Expenditure of Funds**

The spending prioritization, or flow assumption, is to use the most restricted category of funds that is available before unrestricted amounts. Within unrestricted resources, committed resources are used first, followed by assigned resources, and finally unassigned resources.

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CITY OF ALISO VIEJO

# *Appendix C*

# *GLOSSARY & FUND DESCRIPTIONS*

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# GLOSSARY

Activity - The smallest unit of budgetary accountability and control, which encompasses a specific unit of work or service responsibility. A sub-unit of a Function budget.

Adoption - Formal action of the City Council, which sets the spending limits for the fiscal year.

Allocate - To divide a lump-sum appropriation, which is designated for expenditure by specific organization units and/or for specific purposes, activities, or objects.

Annual Budget - A budget applicable to a single fiscal year.

Appropriation - An authorization made by the council, which permits the City to incur obligations and to make expenditures of resources.

Appropriations Limit - Proposition 4, “The Gann Initiative” in 1979, amended Article XIIIB, of the California Constitution. This Article limits growth in government spending to changes in population and inflation. The limit for the prior year is multiplied by a ratio, which is created by multiplying the percentage change in the per capita income with the percentage change in population.

Assessed Valuation - A dollar value placed upon real estate or other property by the County of Orange as a basis for levying property taxes.

Audit - Prepared by an independent Certified Public Accountant (CPA), the primary objective of an audit is to determine if the City's Financial Statements present fairly the City's financial position and results of operations in conformity with generally accepted accounting principles. In conjunction with their performance of an audit, it is customary for an independent auditor to issue a Management Letter stating the adequacy of the City's internal controls as well as recommending improvements to the City's financial management practices.

Budget - A financial plan for a specified period of time that matches planned revenues and expenditures to municipal services.

Budget Calendar - A schedule of key dates, which the City follows in the preparation, adoption, and administration of the budget.

Budget Message - Included in the opening section of the budget, the Budget Message provides the Council and the public with a general summary of the most important aspects of the budget, changes from the previous fiscal years, and the views and recommendations of the City Manager.

CALPERS – California Public Employees Retirement System

CDBG – Community Development Block Grant

CJPIA - California Joint Powers Insurance Authority

Capital Improvement Program/Projects (CIP) - A program to provide for the maintenance or replacement of existing public facilities and assets and for the construction or acquisition of new ones.

Certificates of Participation (COP) - Obligations of a public entity based on a lease agreement. The lease payments made by the local agency do not constitute a debt in contravention of the provisions of the California State Constitution. Payments to certificate holders may originate from the General Fund. This method of financing is commonly used in California for the acquisition and construction of public facilities.

Community Facilities District (CFD) - A designated area for specific capital improvements installed by the city or developer, or the maintenance of same. The property owners receiving the benefit of the improvements pay an assessment on their property tax bills.

Contingency - An appropriation of funds to cover unforeseen events that occur during the fiscal year, such as flood emergencies, Federal Mandates, shortfalls in revenue, and similar eventualities.

Contractual Services - Services rendered to City activities by private firms, individuals or other governmental agencies. Examples of these services include traffic engineering, law enforcement, and city attorney services.

Debt Service - Payments of principal and interest on bonds and other debt instruments according to a predetermined schedule.

Debt Service Funds - Funds used to account for the payment of, and accumulation of resources for, long-term debt principal and interest.

Department - A major organizational unit of the City, which has been assigned overall management responsibility for an operation or a group of related operations within a functional area.

Designated Fund Balance - A portion of unreserved fund balance designated by City policy for a specific future use.

Encumbrance - A commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a future expenditure.

Fiscal Year - The beginning and ending period for recording financial transactions. The City has specified July 1 to June 30 as its fiscal year.

Fixed Assets - Assets of long-term nature such as land, buildings, machinery, furniture, and other equipment. The City has defined such assets as those with an expected life in excess of five years and an acquisition cost in excess of $5,000.

Franchise Fee - A franchise fee is charged for the privilege of using public rights-of-way and property within the City for public or private purposes. The City currently receives franchise fees from providers of cable television, waste hauler and utilities.

Fund - A self-balancing accounting entity that records all financial transactions for specific activities or government functions. The generic fund types used by the City are: General, Special Revenue, Debt Service, Capital Project, and Trust and Agency Funds.

Fund Balance - The excess of current assets over current liabilities, and represents the cumulative effect of revenues and other financing sources over expenditures and other financing uses.

General Fund - The primary operating fund of the City, all revenues that are not allocated by law or contractual agreement to a specific fund are accounted for in the General Fund. With the exception of subvention or grant revenues restricted for specific uses, General Fund resources can be utilized for any legitimate governmental purpose.

Goal - A statement of broad direction, purpose, or intent.

Grant – Contributions of cash or other assets from another governmental entity to be used or expended for a specific purpose, activity or facility.

Infrastructure - The physical assets of the City, i.e., streets, public buildings, and parks, and the support structures within a development.

Investment Revenue - Revenue received as interest from the investment of funds not immediately required to meet cash disbursement obligations.

Line-Item Budget - A budget that lists detailed expenditure categories (salary, materials, telephone service, travel, etc.) separately, along with the amount budgeted for each specified category.

Objects of Expenditure - The individual expenditure accounts used to record each type of expenditure City operations incur. For budgeting purposes, objects of expenditure are categorized into groups of similar types of expenditures called major objects of expenditure. The principle objects of expenditure used in the budget are:

| | |
|---|---|
| Personnel Services: | Salaries and benefits paid to employees. |
| Professional, Technical Services, and Contract Services: | Contractual services to support the services provided by the city. |
| Operating Expenditures: | Services to run the normal operations of the City including utilities and maintenance of facilities and equipment. |
| Other Services: | Other services includes expenses for insurance premiums, conferences, meetings and training, printing, postage, recreation activities, and other miscellaneous costs. |
| Supplies: | Materials, supplies and other minor equipment |
| Capital Outlay: | Expenditures, which qualify as capital costs according to accounting standards. This includes furniture, fixtures, machinery, equipment and other relatively minor fixed assets. |

Operating Budget - The portion of the budget that pertains to daily operations providing basic governmental services.

Ordinance - A formal legislative enactment by the City Council. It has the full force and effect of law within the City boundaries unless it is in conflict with any higher form of law, such as a State statute or constitutional provision.

Policy - A direction that must be followed to advance toward a goal. The direction can be a course of action or a guiding principle.

Property Tax - A statutory limited tax levy, which may be imposed for any purpose.

Program - A grouping of activities organized to accomplish basic goals and objectives.

Real Property Transfer Tax - Real property transfer tax is collected by the County Tax Collector and is based on the value of property transferred.

Reserve - An account used to indicate that a portion of a fund's balance is restricted for a specific purpose and is, therefore, not available for general appropriation.

Resolution - A special order of the City Council which requires less legal formality than an ordinance in terms of public notice and the number of public readings prior to approval.

Revenue - Funds that the government receives as income. It includes taxes from property, sales, and transient occupancy, fees for services, receipts from other governments, fines, forfeitures, grants, shared revenues, and interest income.

Risk Management - An organized attempt to protect an organization's assets against accidental loss in the most cost-effective manner.

Sales Tax - A tax on the purchase of goods and services.

Special Revenue Funds - Funds used to account for the proceeds from specific revenue sources (other than trusts or major capital projects) that are legally restricted to expenditures for specific purposes.

Subventions - Revenues collected by the State (or other level of government) which are allocated to the City on a formula basis. The major subventions received by the City from the State of California include motor vehicle in-lieu and gasoline taxes.

Transfer - Monies appropriated from one fund to another, in order to reimburse the fund for expenses, or to finance the operation of the other Fund.

Trust and Agency Funds - Also known as Fiduciary Fund Types, these funds are used to account for assets held by the City in a trustee capacity or as an agent for private individuals, organizations or other governmental agencies.

Working Capital - Difference between current assets and current liabilities.

## Description of Funds

**General Fund** (Fund Number 101-103) is the most versatile fund and is used to account for any legal budgetary purpose not accounted for elsewhere in the budget. General Fund Revenues include property tax, sales and user taxes, licenses, permits, franchise fees, fines and forfeitures, transfers from other agencies, fees for services and use of money and property.

All revenues which, by law, do not have to be placed in a separate fund are deposited in the General Fund. All general operations of the City are charged to this fund. All expenditures must be made pursuant to appropriations, which lapse annually and at the end of the fiscal year. Unexpended balances are transferred to the unappropriated reserve.

**Special Revenue Funds** (Fund Numbers 200 - 299) are used to account for certain funds, which are legally restricted to certain purposes. Special Revenue Funds include the Traffic Congestion Relief Fund (202), Gas Tax (203), Measure M (204), Road Maintenance and Rehabilitation Account (205), Public Safety Grants (215), Air Quality-AB2766 (221), Integrated Waste Management (Used Oil Recycling Grant and Beverage Recycling Grant-225), Other Grants (231), Technology Grant (241) and Federal Grant (251).

**Capital Improvement Project Funds** (Fund Numbers 300 - 399) are used to account for the purchase or construction of major capital (Public Works) projects, which are not financed by proprietary, special assessment or trust funds. The five categories for capital projects are Street Improvements (311), Capital Improvements (331), Storm Water Improvements (332), COP 2006 and CFD 2005-01.

**Debt Service Funds** (Fund Numbers 400 - 499) are used to account for debt payments owed by the City. Certificates of Participation were issued in 2019 to finance the construction of Aliso Viejo Ranch.

**Proprietary Funds** account for a government's business type activities. The costs to provide services and the revenues charged for these services are accounted for in Enterprise and Internal Service Funds.

> **Enterprise Funds** - Enterprise Funds are accounted for on a basis similar to private enterprise. All or a part of the costs of operations are recovered through fees charged to users. The City does not have an Enterprise Fund.
>
> **Internal Service Funds** (Fund Numbers (600 - 699) Internal Service Funds account for a department of a governmental agency, which provides services to other departments of the agency. The costs of all or a part of the operations and the provision of services are recovered through fees charged to the user departments. The City does not have an Internal Service Fund.

**Fiduciary (Trust And Agency) Funds** (Fund Numbers 700 - 799) account for assets held by the City in a trustee capacity or as agency for individuals, private organizations, other governments, and/or other funds.

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CITY OF ALISO VIEJO

# CHART OF ACCOUNTS

*Revised March 23, 2022*

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# CITY OF ALISO VIEJO

# CHART OF ACCOUNTS

## FUNDS

**GENERAL FUND**

| | |
|---|---|
| 101 | General Fund |
| 102 | General Fund - City Hall |
| 103 | AV Recreation Services |

**SPECIAL REVENUE FUND**

| | |
|---|---|
| 202 | Traffic Congestion Relief Fund (AB 2928) |
| 203 | Gas Tax<br>(2103, 2105, 2106, 2107 & Gas Tax Admin) |
| 204 | Measure M |
| 205 | Road Maintenance and Rehabilitation Account (RMRA) |
| 215 | Public Safety Grants (CLEEP, SLESF) |
| 221 | AQMD Air Quality (AB2766) |
| 225 | Integrated Waste Management |
| 231 | Other Grants |
| 241 | Technology Grant |
| 245 | Development Impact |
| 251 | Federal Grants |
| 260 | City Facilities - Aliso Viejo Center |
| 261 | City Facilities - Aquatic Center |

**CAPITAL PROJECTS FUND**

| | |
|---|---|
| 311 | Street Improvements |
| 331 | Capital Improvements |
| 332 | Storm Water |
| 340 | COP 2006 |
| 341 | CFD 2005-01 |

**DEBT SERVICE FUND**

| | |
|---|---|
| 411 | Debt Service |

**Foundation**

| | |
|---|---|
| 511 | AV Ranch Foundation |

**INTERNAL SERVICE FUND**

| | |
|---|---|
| 611 | Equipment Replacement |

**TRUST AND AGENCY FUND**

| | |
|---|---|
| 711 | Refundable Deposit |
| 721 | Community Trust |
| 731 | CFD 2005-01 |
| 741 | Renewable Farms |

**ACCOUNT GROUPS**

| | |
|---|---|
| 805 | General Fixed Asset Group |
| 807 | General Long Term Debt Group |
| 999 | Pooled Cash |

# DEPARTMENTS

| DEPARTMENT | PROGRAM | DEPARTMENT # | PROGRAM# |
|---|---|---|---|
| Elected Officials | | 11XX | |
| | City Council | | 1101 |
| City Manager | | 15XX | |
| | City Manager | | 1501 |
| | Human Resources | | 1503 |
| Government Services | | 16XX | |
| | Government Services | | 1601 |
| City Attorney | | 21XX | |
| | City Attorney | | 2101 |
| Finance | | 25XX | |
| | Finance | | 2501 |
| Information Technology | | 31XX | |
| | Information Technology | | 3101 |
| Non-Departmental | | 35XX | |
| | Central Services | | 3501 |
| Community Services & Recreation | | 41XX | |
| | Community Services Administration | | 4101 |
| | Iglesia Park | | 4102 |
| | Iglesia Building | | 4103 |
| | Family Resource Center | | 4104 |
| | Recreation Services | | 4105 |
| Community Development | | 44XX | |
| | Planning | | 4401 |
| | Building | | 4402 |
| | Code Enforcement | | 4403 |
| | Economic Development | | 1502 |
| Public Works | | 45XX | |
| | Engineering (General) | | 4501 |
| | Traffic Engineering | | 4502 |
| | Street Maintenance | | 4503 |
| Public Safety | | 5XXX | |
| | Law Enforcement - Contract | | 5101 |
| | Law Enforcement - Other | | 5102 |
| | Crime Prevention | | 5103 |
| | Fire | | 5201 |
| | Animal Control | | 5301 |
| | EOC | | 5401 |

| | | | |
|---|---|---|---|
| Special Revenue | | 61XX | |
| | General-AB2928 | | 6102 |
| | General-Gas Tax | | 6103 |
| | General-Measure M | | 6104 |
| | General-COPS | | 6111 |
| | General-Public Safety | | 6115 |
| | General-AB2766 | | 6121 |
| | General-Beverage Container Recycling Grant | | 6125 |
| | General-Used Oil Recycling Grant | | 6126 |
| | General-Other Grants | | 6131 |
| | General-Technology Grant | | 6141 |
| | General-Development Impact | | 6145 |
| | General-Federal Grant | | 6151 |
| | General-Aliso Viejo Center | | 6160 |
| | General-Aquatic Center | | 6161 |
| | General-Improvement & Replacement Fund | | 6180 |
| Debt Service | | 71XX | |
| | Debt Service | | 7101 |
| Trust & Agency | | 75XX | |
| | Trust Fund | | 7501 |
| Capital Improvement | | 8XXX | |
| | Government Buildings | | 8101 |
| | Traffic Safety | | 8201 |
| | Streets & Highways | | 8301 |
| | Sewer Improvements | | 8401 |
| | Water Improvements | | 8501 |
| | Drainage Improvements | | 8601 |
| | Parks/Recreation Projects | | 8701 |
| | Miscellaneous Projects | | 8901 |
| Transfers Out | | 95XX | |
| | Transfers Out | | 9501 |

# GENERAL LEDGER

## ASSETS

| | | |
|---|---|---|
| **Current Assets** | | **11XX - 15XX** |
| 1101 | Cash | |
| 1102 | Petty Cash | |
| 1103 | Flex One Cash Account | |
| 1104 | Payroll Account | |
| 1105 | Cash with Fiscal Agent | |
| 1106 | Cash-City Facility | |
| 1107 | Segment 1107 | |
| 1108 | Merchant Services | |
| 1201 | Interest Receivable | |
| 1202 | Taxes Receivable | |
| 1203 | Accounts Receivable | |
| 1301 | Prepaid Expenses | |
| 1302 | Inventory | |
| 1401 | Due from Other Funds | |
| 1402 | Due from Other Governments | |
| **Fixed Assets** | | **16XX - 17XX** |
| 1601 | Land | |
| 1602 | Buildings | |
| 1603 | Improvements Other than Buildings | |
| 1604 | Vehicles & Equipment | |
| 1605 | Furniture & Fixtures | |
| 1606 | Construction in Progress | |
| 1607 | Infrastructure | |
| 1608 | Land - Streets | |
| 1699 | Accumulated Depreciation | |

| | | |
|---|---|---|
| **Other** | | **18XX - 19XX** |
| 1801 | Amount to be Provide - Bonds Payble | |
| 1802 | Amount to be provided for Compensated Absences | |
| 1804 | Amount to be provided for Long Term Debt | |

## LIABILITIES

| | | |
|---|---|---|
| **Current Liabilities** | | **21XX - 25XX** |
| 2101 | Accounts Payable | |
| 2102 | Vouchers Payable | |
| 2103 | Retentions Payable | |
| 2104 | Interest Payable | |
| 2105 | Deposits Payable | |
| 2201 | Due to Other Funds | |
| 2202 | Due to Other Governments | |
| 2301 | Sales Tax Payable | |
| 2401 | Deferred Revenue | |
| 2501 | Accrued Payroll | |
| 2502 | Federal Withholding Payable | |
| 2503 | State Withholding Payable | |
| 2504 | Medicare Payable | |
| 2505 | Dental Insurance Payable | |
| 2506 | Medical Insurance Payable | |
| 2507 | Life Insurance Payable | |
| 2508 | Vision Insurance Payable | |
| 2509 | Deferred Compensation Payable | |
| 2510 | PERS Payable | |
| 2511 | SDI Payable | |
| 2512 | Worker's Compensation Payable | |

| | | |
|---|---|---|
| 2513 | Flex Benefits | |
| 2514 | FICA Withholding Payable | |
| 2599 | Miscellaneous Payable | |
| **Deposits** | | **26XX** |
| 2601 | Refundable Deposits | |
| 2602 | Planning Deposit | |
| 2603 | Engineering Deposit | |
| 2604 | Building Deposit | |
| 2605 | Grading Bond Deposit | |
| 2606 | C & D Deposit | |
| 2607 | Miscellaneous Deposits | |
| 2608 | Finance Deposit | |
| 2609 | Security Deposit | |
| 2610 | Miscellaneous Deposits Payable | |
| **Long Term Liabilities** | | **27XX** |
| 2701 | Bonds Payable | |
| 2702 | Compensated Absences Payable | |
| 2704 | Long Term Debt | |
| **Fixed Assets** | | **28XX** |
| 2801 | Investment in Fixed Assets - General Fund | |
| 2802 | Investment in Fixed Assets - Public Safety | |
| 2803 | Investment in Fixed Assets - CIP Fund | |
| 2804 | Investment in Fixed Assets - Equipment Improvement & Replacement | |
| 2805 | Investment in Fixed Assets - CIP | |
| 2899 | Depreciation Expense | |

## FUND EQUITY

| | | |
|---|---|---|
| 2911 | Fund Balance | **29XX** |
| 2912 | Fund Reserve | |
| 2921 | Budgetary Fund Balance | |
| 2931 | Revenue | |
| 2932 | Revenue | |
| 2941 | Estimated Revenue | |
| 2942 | Estimated Revenue | |
| 2951 | Expenditures | |
| 2961 | Appropriations | |
| 2971 | Encumbrances | |
| 2981 | Reserve for Encumbrances | |
| 2985 | Reserve for Contingencies | |
| 2991 | Reserve for CIP | |
| 2995 | Reserve for Debt Service | |
| 2996 | Reserve for Capital | |

# REVENUE ACCOUNTS

**TAXES** **31XXX**

**General Property Taxes**

| | |
|---|---|
| 31010 | Current, Secured |
| 31020 | Current, Unsecured |
| 31030 | Prior Year Taxes |
| 31040 | Supplemental Roll |
| 31050 | Miscellaneous Property Tax |
| 31060 | CSA 4 |
| 31070 | Property Tax in Lieu |
| 31075 | Real Property Transfer Tax |
| 31076 | Homeowner Prop Tax Relief |
| 31080 | CFD 2005-01 Assessments |

**Sales & Use Tax**

| | |
|---|---|
| 31210 | General Sales Tax |
| 31211 | Sales Tax in Lieu |

**Franchise Taxes**

| | |
|---|---|
| 31310 | Franchise - Electric |
| 31320 | Franchise - Gas |
| 31330 | Franchise - Cable TV |
| 31340 | Franchise - Waste Collection |
| 31350 | Franchise - Other |

**Other Taxes**

| | |
|---|---|
| 31520 | County Fire Tax Credit |
| 31530 | Public Utility Tax |
| 31540 | Transient Occupancy Tax |

## LICENSE & PERMIT FEES 32XXX

**Construction Permits**

| | |
|---|---|
| 32010 | Building Permits |
| 32020 | Electrical Permits |
| 32030 | Plumbing Permits |
| 32040 | Mechanical Permits |
| 32050 | Grading Permits |
| 32055 | C & D Permit |
| 32060 | AUP |
| 32061 | TUP |
| 32062 | Exception Permit |
| 32063 | Zoning/HO/Review |
| 32070 | Signage |
| 32080 | Re-Inspection/Special Inspection Permits |
| 32085 | Use Permit |
| 32090 | Issuance Fee |
| 32091 | Massage License Fees |
| 32095 | Water Quality |

## FINES & FORFEITURES 33XXX

**Vehicle Code Fines**

| | |
|---|---|
| 33010 | Vehicle Code Fines |

**Other Fines & Forfeitures**

| | |
|---|---|
| 33150 | Other Fines & Forfeitures |
| 33160 | Parking Citations |

## REVENUE - USE OF MONEY & PROPERTY 34XXX

**Investment Earnings**

| | |
|---|---|
| 34010 | Investment Earnings |

**Rents & Concessions**

| | |
|---|---|
| 34120 | Rent - City Hall Lease |
| 34130 | Rent - Iglesia Park |

| | |
|---|---|
| 34150 | Other Income |
| 34160 | Program Revenue |
| 34161 | Contract Classes |
| 34162 | City Camp Revenue |
| 34169 | Refunds |

**INTERGOVERNMENTAL REVENUES** **35XXX**

**State Shared Taxes**

| | |
|---|---|
| 35010 | Motor Vehicle License Fee |
| 35020 | Miscellaneous VLF |
| 35030 | Off Highway Tax |
| 35040 | Intergovernmental Reimbursement |
| 35050 | Gas Tax - 2105 |
| 35060 | Gas Tax - 2106 |
| 35070 | Gas Tax - 2107 |
| 35080 | Gas Tax - Admin Tax |
| 35090 | Gas Tax - 2103 |
| 35095 | Road Maint Rehabilitation |

**State grants & Reimbursement**

| | |
|---|---|
| 35220 | State Mandated Reimbursement |
| 35230 | State Grants |
| 35330 | County Grants - Other (Inactive) |

**Federal Grants & Reimbursements**

| | |
|---|---|
| 35430 | Federal Grants |

**From Other Agencies**

| | |
|---|---|
| 35602 | AB 2928-Traffic Congestion Relief |
| 35603 | Prop. 1B |
| 35604 | Measure M |
| 35605 | Measure M Competitive |
| 35606 | Measure M - Senior Mobility Program |
| 35615 | CLEEP |
| 35616 | SLESF |

| | |
|---|---|
| 35621 | AB2766-Air Quality Mgmt District |
| 35625 | Beverage Container Recycling Fund |
| 35622 | MSRC Grant |
| 35626 | Used Oil Recycling Grant |
| 35631 | Other Grants |
| 35632 | State Habitat Conservation Fund |
| 35633 | U.S. Fish & Wildlife Service |

## CURRENT SERVICE CHARGES 36XXX

**General Government Charges**

| | |
|---|---|
| 36010 | Sales of Publications<br>(Maps, Plans, Bid documents, Budgets etc) |
| 36640 | Business Registration Fees (Inactive) |

**Engineering Charges**

| | |
|---|---|
| 36210 | Subdivision & Parcel Map Fees |
| 36220 | Engineering Inspection Fees |
| 36270 | Engineering Fees |
| 36280 | Transportation Permit |
| 36290 | Encroachment Permits |
| 36295 | WQMP |

**Planning & Zoning Charges**

| | |
|---|---|
| 36310 | Planning Fees |
| 36320 | Environmental Fees/CEQA |
| 36330 | Development Agreement |
| 36340 | Site Plan Review |
| 36345 | Tentative Tract/Parcel Map |
| 36350 | General Plan |
| 36355 | Housing Administration |
| 36360 | Special Events Fees |
| 36365 | Sidewalk Vendor Permit |
| 36390 | Public Notification Fee |

**Building Regulation Charges**

| | |
|---|---|
| 36410 | Building Plan Check Fees |

| | |
|---|---|
| 36420 | SMIP |
| 36425 | CASP Cert/Training |
| 36430 | Building Standard Fee (CBSC) |
| 36440 | Scanning |
| 36450 | Code Enforcement Citations |

**OTHER REVENUES** **37XXX**

**Sales of Property**

| | |
|---|---|
| 37010 | Housing Fee |
| 37020 | Traffic Mitigation |
| 37030 | Community Enhancement |
| 37040 | Parks/Trails/Open Space |
| 37050 | Median Improvement |
| 37060 | Visual Art in Public Places |

**Miscellaneous Revenues**

| | |
|---|---|
| 37505 | Information Technology Fees |
| 37510 | Insurance Reimbursements |
| 37530 | Miscellaneous Revenue |
| 37540 | Administrative Revenue |
| 37550 | Donations |
| 37560 | Returned Check Charges |

**City Facility Revenue**

| | |
|---|---|
| 37810 | Food & Beverage |
| 37820 | Beverage |
| 37830 | F&B-Tourney |
| 37831 | Rental Fees |
| 37832 | Equipment Rental Fees |
| 37835 | Aquatic Fees |
| 37836 | Use Fees |
| 37840 | Pool Use Fees |
| 37845 | Aquatic Classes |
| 37860 | Merchandise Sales |

| | | |
|---|---|---|
| 37865 | Miscellaneous Revenue | |
| **OTHER FINANCING SOURCES** | | **38XXX** |
| 38010 | Bond Proceeds | |
| **TRANSFERS IN** | | **39XXX** |
| 39999 | Interfund transfers | |

# EXPENDITURE ACCOUNTS

## 4100 PERSONNEL SERVICES - WAGES & SALARIES

4101 Regular Employees
Salaries paid to regular City employees.

4102 Part Time Wages

4103 City Council Compensation

4104 Overtime Pay
Additional wages paid to employees for overtime hours worked

## 4200 PERSONNEL SERVICES - BENEFITS

4201 Retirement
PERS & Survivor benefit contributions for regular employees

4202 FICA/Medicare
City paid FICA & Medicare for all employees

4203 State Unemployment Insurance/Claims

4206 Medical Insurance

4207 Dental Insurance

4208 Vision Insurance

4209 Life Insurance

4221 Flex Benefits

4222 COBRA

4224 Deferred Compensation

4225 Vehicle Allowance/Cell Allowance
4226 Pension Plan

## 4300 PROFESSIONAL & TECHNICAL SERVICES

4301 Professional Services
Contractual services for independent professional assistance (i.e. health, accounting, appraisal and consultant services). Economic development marketing

4302 Economic Development Marketing

4303 Legal Notices

4304 Legal Services

4305 Technology Services
Contractual services for network support, website support and any other technology services

4306 Website Services

4308 Law Enforcement

4309 Other Contractual Services
Contractual planning services, building services, and any other contracted services not covered under another object.

4310 Contractual Employment Services
Temporary employees obtained through a service

**4400 OPERATING EXPENDITURES**

4401 Equipment Maintenance
Contracts and charges for equipment maintenance

4411 Utilities
Charges for utility services, such as electric, gas, water, sewer & waste disposal

4421 Equipment Rental

4431 Building & Ground Maintenance
Contracts and charges for building & ground maintenance

4451 Farm Operating Expenditures

4461 Other Equipment Maintenance
Contracts and charges for maintenance of equipment, other than vehicles and office equipment

4462 Equip Maint-800 Mhz Maint/Back

4471 Rent

4481 Computer Expenses
Charges for computer & computer accessories

**4500 OTHER SERVICES**

4501 Advertising & Promotions

4502 Awards & Recognition

4511 Communication
Charges for cell phones, smart phones or other communication services

4512 Postage
Charges for postage & messenger services

4513 Printing
Charges for printing, microfilming, photographic and reproduction services

4514 Travel

4516 Fuel

| | |
|---|---|
| 4517 | Vehicle Maintenance |
| 4520 | Meetings/Conferences/Training & Development |
| 4521 | Membership & Dues |
| 4522 | Insurance Expenses |
| 4523 | Miscellaneous Charges<br>Any minor charges not covered under any of the above object codes |
| 4524 | Recreation - Senior Programs |
| 4525 | Election<br>Any charges to the county and others in connection with a municipal election |
| 4526 | Recreation Activities<br>Charges associated with recreation events i.e. Founders Day, SnowFest |
| 4527 | Recreation Activities-City Special Events |
| 4528 | Recreation Activities-Partner Events Special Events fees |
| 4529 | Recreation Activities-Youth Programs |
| 4530 | Community Grants<br>Enhance community relations |
| 4531 | Community Outreach Newsletter, New Business Info |
| 4532 | Special Projects |
| 4533 | Community Assistance Grants<br>Competitive programs and those supported with line items |
| 4534 | Community Events |
| 4535 | Special Events |
| 4540 | Cost of Issuance |
| 4541 | Principal Payment |
| 4542 | Interest & Fiscal Charges |
| 4543 | Special Tax |
| 4551 | O.C Revenue Neutrality Payment |
| 4552 | Transition Year Costs |
| 4553 | Community Preservation |
| 4561 | Taxes/Fees |
| 4562 | Permits |

| | | |
|---|---|---|
| | 4581 | Housing Programs |
| **4600** | **SUPPLIES** | |
| | 4601 | Supplies |
| | 4611 | Publications/Reference Material |
| | 4612 | Operating Supplies |
| | 4613 | Tactical Gear |
| | 4620 | Minor Equipment |
| **4700** | **CONTRACT SERVICES** | |
| | 4701 | NPDES |
| | 4702 | AB939-Solid Waste |
| | 4721 | C.S-Crossing Guards |
| | 4722 | C.S-Animal Care Services |
| | 4731 | C.S-General Plan |
| | 4732 | C.S-Planning |
| | 4733 | C.S.-Zoning Code |
| | 4734 | C.S.-Codification |
| | 4735 | Litigation |
| | 4736 | C.S.-Master Plans |
| | 4741 | C.S-City Engineering |
| | 4742 | C.S-Traffic Engineering |
| | 4751 | C.S-Building |
| | 4761 | C.S-Code Enforcement |
| | 4771 | C.S-Street Maintenance |
| | 4772 | C.S-Street Sweeping |
| | 4781 | C.S-Other |
| **4800** | **CAPITAL EXPENDITURES** | |
| | 4802 | Office Equipment |

| | | |
|---|---|---|
| | 4803 | Public Safety Equipment |
| **4900** | **TRANSFERS OUT** | |
| | 4999 | Transfers Out |
| **5000** | **CIP PROJECT EXPENDITURES** | |
| | 5101 | Planning & Design |
| | 5202 | Community Enhancement |
| | 5203 | County Road Fees |
| | 5501 | Design |
| | 5601 | Construction Management |
| | 5701 | Construction |
| | 5702 | Contra-Expense Account |
| | 5901 | Project Contingency |
| | 5910 | Improvements |
| | 5911 | Rehabilitation |
| | 5912 | Water District Improvements |
| | 5920 | Acquisition |
| **6000** | **TRUST ACCOUNT EXPENDITURES** | |
| | 6101 | FRC Program Costs |
| | 6102 | After School Fun Zone |
| | 6103 | Collaborative Events/Programs |
| | 6104 | Community Education & Programs |
| | 6201 | Building - Furniture & Equipment |
| | 6202 | Park - Furniture & Equipment |
| **7000** | **FACILITIES EXPENDITURES** | |
| | 7101 | P/R Salaries |
| | 7102 | P/R Wages |
| | 7103 | Contract Labor |
| | 7201 | P/R Benefits |
| | 7301 | Cost of Food & Beverage |

| | |
|---|---|
| 7302 | Misc. P/R Reimbursement |
| 7303 | Miscellaneous Expense |
| 7304 | Music Expense |
| 7305 | Equipment Rental Expense |
| 7306 | Package Expense |
| 7321 | ANHS Pool Rental |
| 7322 | Contract Instructor Payments |
| 7401 | Equipment Maintenance |
| 7402 | Computer Expense |
| 7411 | Utilities |
| 7421 | Building & Ground Maintenance |
| 7425 | Pool Maintenance |
| 7431 | Supplies |
| 7432 | Minor Equipment |
| 7435 | Merchandise |
| 7440 | Meetings/Conferences/Training & Development |
| 7441 | Marketing |
| 7445 | Fees & Permits |
| 7448 | Insurance Expenses |
| 7451 | Management Fees |
| 7452 | Accounting Fees |
| 7501 | Capital Maintenance |

# PROJECT CODES

| | |
|---|---|
| 001 | NPDES |
| 002 | General Plan |
| 003 | Median Design |
| 004 | FRC-Prop 10 |
| 005 | Journey/Aliso Creek Right Turn |
| 006 | Median Construction |
| 007 | Motor Officer |
| 008 | Cable Negotiations |
| 009 | AB 939-Solid Waste |
| 010 | Slurry Seal-FY 2002-03 |
| 011 | General Plan-Amendment #1 |
| 012 | Iglesia Park Improvements |
| 013 | Slurry Seal-FY 2003-04 |
| 014 | Aliso Creek/El Toro-East Wing |
| 015 | Aliso Creek/Laguna Hills-East Wing |
| 016 | Aliso Creek @ El Toro/Alicia |
| 017 | Aliso Creek @ Glenwood |
| 018 | AV Ranch |
| 019 | Slurry Seal-FY 2004-05 |
| 020 | Pacific Park/La Paz/Wood Canyon |
| 021 | Glenwood-Moulton/Enterprise-IIP |
| 022 | Wood Canyon/Pacific Park-Northbound-IIP |
| 023 | School Traffic Improvement |
| 024 | El Toro/Aliso Creek-Right Turn |
| 025 | Bikeway Master Plan |
| 026 | Wood Canyon Traffic |
| 027 | Pacific Park Median Project |
| 028 | AV Parkway-Moulton/Enterprise |
| 029 | Town Center Loop |
| 030 | Wetlands Project |
| 031 | SR73 Park-N-Ride |
| 032 | City Hall HVAC Renovation |
| 033 | FY 2010-11 Slurry Seal |
| 065 | Town Center Loop - Phase 2 |

| | |
|---|---|
| 032 | Slurry Seal FY 2005-2006 |
| 033 | Traffic Congestion Mitigation |
| 034 | SR73 Enhancement Master Plan |
| 035 | Pacific Park Bridge |
| 036 | Pacific Park @ Chase - IIP |
| 037 | Aliso Creek SR73 Traffic Island |
| 038 | Aliso Creek Median - SR73 to Windsong |
| 039 | Aliso Creek Median - El Toro to Eastwing |
| 040 | Calle Cortez Median |
| 041 | Slurry Seal FY 2006-2007 |
| 042 | Transportation Plan - Go Local |
| 043 | Iglesia Park - Prop 40 Improvements |
| 044 | SEEP Project |
| 045 | Slurry Seal -FY 2007-08 |
| 046 | Aliso Creek at Pacific Park Intersection |
| 047 | Bike Trail on SCE R-O-W |
| 048 | AV Parkway Median (Grand to Enterprise) |
| 049 | Aliso Viejo Ranch Rehab |
| 050 | Aliso Viejo Pkwy Median (Pacific Park to Grand) |
| 051 | Slurry Seal - FY 2008-09 |
| 052 | USPS |
| 053 | Pacific Park Rehab (La Paz to Alicia) |
| 054 | Pacific Park Rehab (Mareblu to La Paz) |
| 055 | Alicia Pkwy Rehab (Pacific Park to City Limit) |
| 056 | Pacific Park Rehab (Cheyenne to Aliso Viejo Parkway) |
| 057 | City Facility Rehab |
| 058 | Slurry Seal - FY 2009-10 |
| 059 | Aliso Creek Median (SR73 to Enterprise) |
| 060 | Emergency Debris & Tree Removal |
| 061 | Woodfield Dr. - Emergency Rehab |
| 062 | AV Pkwy Slope & Storm Drain |
| 063 | AV Pkwy Slope & Storm Drain |
| 064 | FY 2010-11 Slurry Seal |
| 065 | Town Center Loop - Phase 2 |

066 Mareblu Rehab - North End
067 Wood Canyon Rehab - West
068 Pacific Park - North Canyon Vistas
069 Laurelmont Rehab
070 Aliso Creek Rehab - SR73
071 2010 Street Rehabilitation Project
072 La Paz Rehab - SR 73 to Pacific Park
073 FY 2011-12 Slurry Seal
074 Rec Ad Hoc - Lights at ANHS Batting Cages
075 Rec Ad Hoc - Lights at Foxborough Park
076 Rec Ad Hoc - Restrooms at Foxborough Park
077 Rec Ad Hoc - Shade Structures at Woodfield Park
078 Rec Ad Hoc - Goal Posts/Striping at Creekside Park
079 Rec Ad Hoc - Shade Structures at AV Community Park
080 M2 Pacific Park/Oso Corridor
081 M2 Tier 1 Environmental Cleanup Program
082 Pacific Park Rehab - Aliso Creek Rd to Alicia Pkwy
083 FY 2012-13 Slurry Seal
084 Aliso Creek Rd Rehab - Enterprise to Pacific Park
085 Traffic Signal Modifications
086 M2 Tier 1 Environmental Clean Up
087 FY 2013-14 Slurry Seal
088 Alicia Pedestrian Bridge
089 Pac Prk Rehab - Chey to Chs
090 M2 Tier 1 Environmental Cleanup Program
091 Dairy Fork Rehab
092 Aliso Creek Rehab PP-AV PKW
093 Slurry Seal FY 14-15
094 Wayfinding/Street Sweeping Signs
095 AV Sign Update Program
096 Town Center Monuments
097 ANHS Led Scoreboards
098 Iglesia Park Ball Field Rehab
099 Aquatic Center Splash Pad
100 Pacific Park Rehab - Chase to SR73
101 Slurry Seal FY 15-16
102 AV Parkway Median - Grand to Enterprise
103 Slurry Seal FY 16-17
104 ADA Improvements
105 Urban Runoff Treatment Facilitiy
106 Dairy Fork Restoration
107 M2 Tier 1 Environmental Cleanup
108 City Hall Generator
109 Arundo Removal
110 OC Parks Encampment Cleanup
111 AV Ctr Landscape/Site Feature Improvements
112 Aliso Viejo Pkwy Rehab - Cedarbrook to Moulton
113 Aliso Creek Trail Improvements
114 Aliso Creek Rehab - 73 to Aliso Viejo Pkwy
115 OCTA Project P - Alicia Signal Sync
116 City Facilities Wi-Fi
117 Glenwood Terrace Rehab
118 Aquatic Ctr Replaster & Coping Improvements
119 M2 Tier 1 Environmental Cleanup 5
120 Alicia Pkwy Rehab - Pacific Park to City Limits
121 Slurry Seal FY 2018-19
122 OCTA Project - Los Alisos Blvd Signal Sync
123 CDBG Accessible Pedestrian Signal
124 Liberty Street/Sidewalk Repair
125 Glenwood Rehab - SR73 to Aliso Creek
126 Pacific Park Rehab - AV Pkwy to Aliso Creek
127 Deerhurst/Wolverwine/Foxborough Rehab
128 Enterprise REhab Aliso Creek to AV Pkwy
129 Slurry Seal FY 2019-20
130 OCTA Project P - Aliso Creek Rd Signal Sync
131 Permit Tracking (ELM) Software System
132 Windsong, Cedarbrook & Park Ave Rehab
133 Slurry Seal FY 2021-22
134 Aliso Creek Rd Rehab - Enterprise to SR73

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CITY OF ALISO VIEJO

# Appendix E

## PROPERTY TAX ALLOCATION

# City of Aliso Viejo

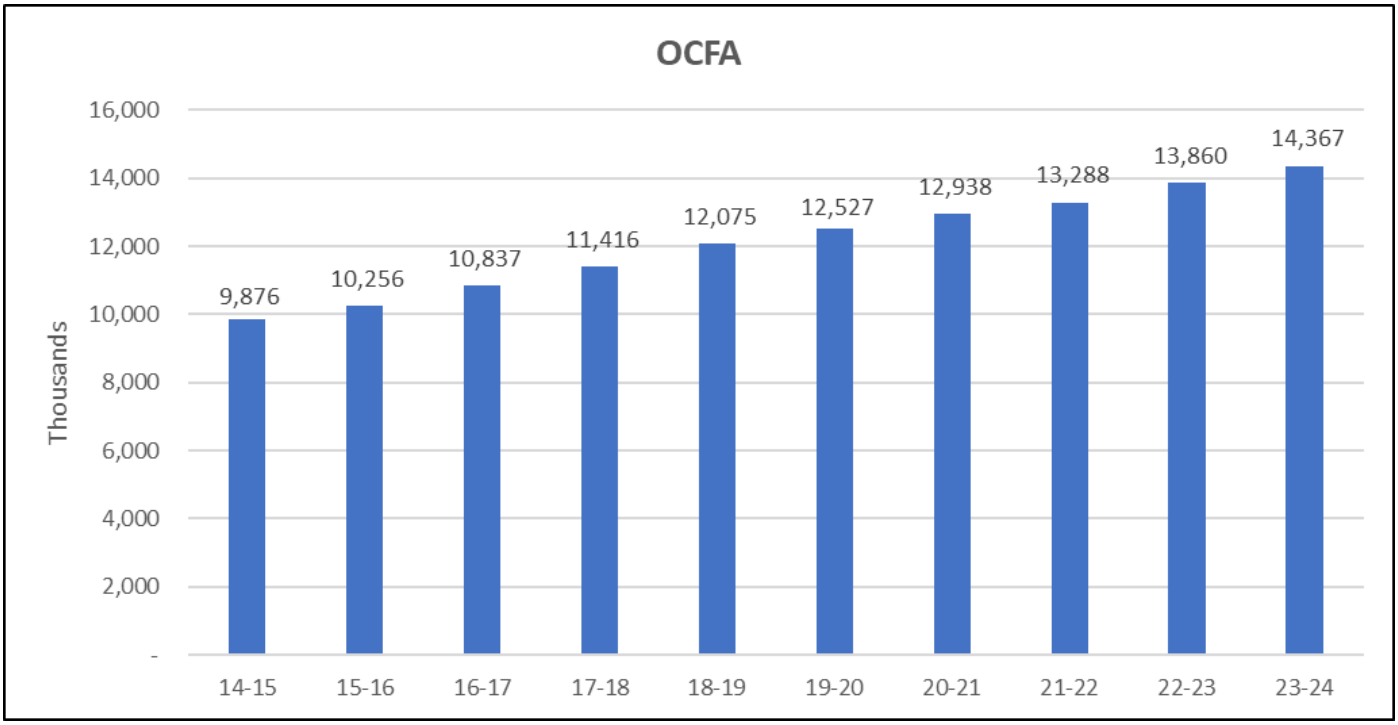
## Estimated Property Tax Allocation to Orange County Fire Authority

Orange County Fire Authority (OCFA) has (24) member agencies pay for fire services through one of two different pay structures. One group consists of nine (9) agencies that are termed "Cash Contract Cities" (CCC), and the second group consists of fifteen (15) agencies (or jurisdictions) and a portion of the County of Orange unincorporated areas termed members of the "Structural Fire Fund" (SFF). The purpose of the Authority is to provide services, facilities and personnel for mutual fire protection, prevention and suppression services and related and incidental services including, but not limited to, emergency medical and transport services. Each member agency, regardless of type, has one voting member on the Board of Directors, except for the County of Orange, which has two members. Each OCFA Board member is appointed by, and from among, the current elected members of their agency's governing body. Aliso Viejo is a Structural Fire Fund member agency.

The Structural Fire Fund is maintained by the County of Orange and was in place prior to Proposition 13. A portion ("fire tax") of the base one percent property tax levy is collected by the County Assessor from property owners in each of the Structural Fire Fund jurisdictions. That fire tax is remitted by the County Assessor directly to the OCFA to offset the cost of providing fire services in those jurisdictions. OCFA members in the Cash Contract group, on the other hand, are not part of the Structural Fire Fund and do not have a fire tax as a portion of their basic one percent property tax levy. Instead, the Cash Contract Cities contract with OCFA and make quarterly payments on behalf of property owners within their jurisdiction.

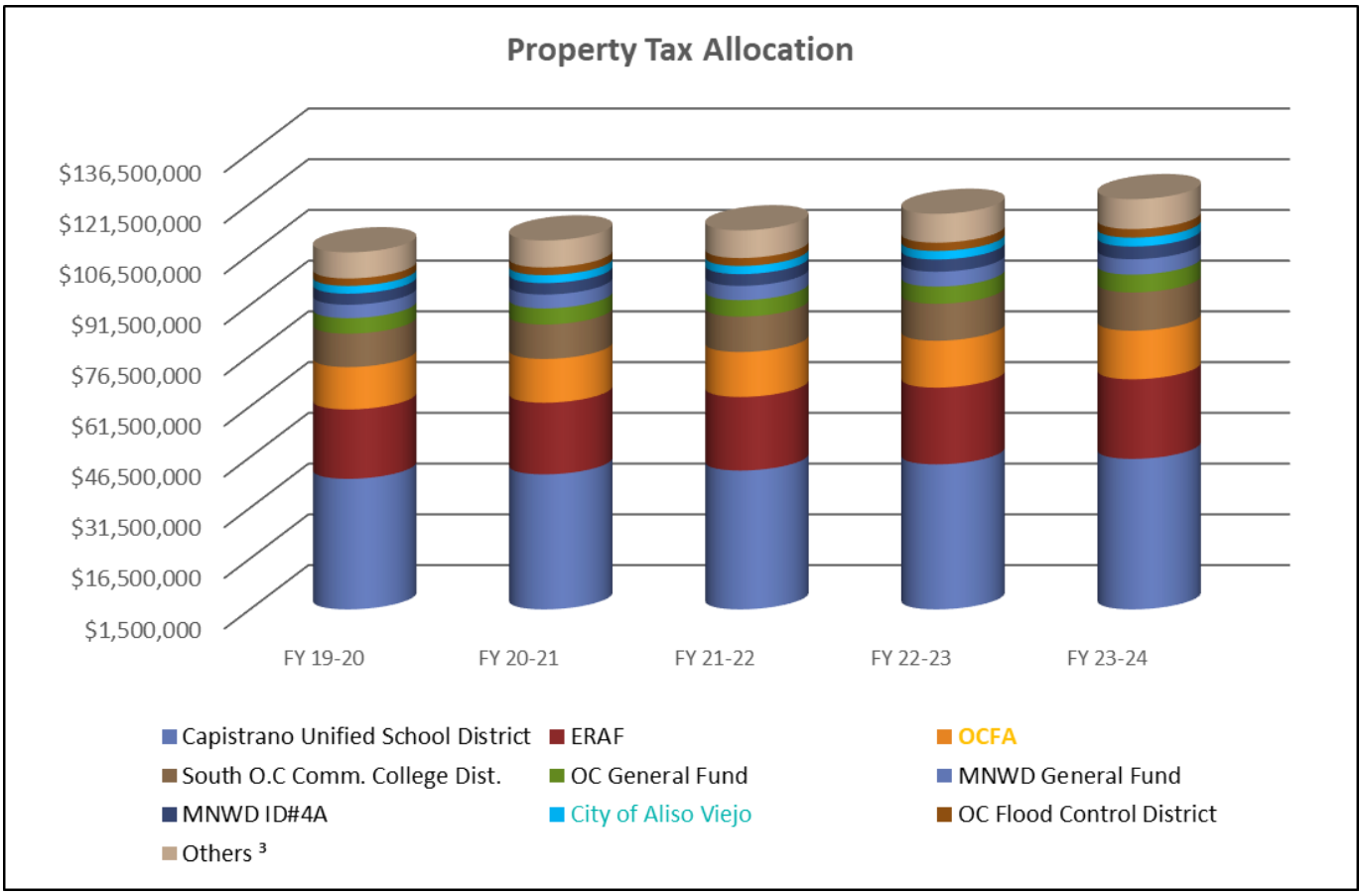
The City of Aliso Viejo does not have an equity interest in the assets of the Orange County Fire Authority. Complete financial statements can be accessed at www.ocfa.org and can also be obtained from the Orange County Fire Authority, 1 Fire Authority Road, Irvine, California 92602.

The chart below depicts the approximate amount of property taxes paid to OCFA over the past ten years.



## Property Tax Allocation

| | | FY 19-20 | FY 20-21 | FY 21-22 | FY 22-23 | FY 23-24 |
|---|---|---|---|---|---|---|
| Total Aliso Viejo Assessed Valuation [1] | | 10,706,653,293 | 11,057,982,407 | 11,357,669,581 | 11,846,251,958 | 12,279,351,745 |
| Property Tax Dollar Breakdown [2] | | | | | | |
| Capistrano Unified School District | 0.3747 | 40,117,830 | 41,434,260 | 42,557,188 | 44,387,906 | 46,010,731 |
| ERAF | 0.1916 | 20,513,948 | 21,187,094 | 21,761,295 | 22,697,419 | 23,527,238 |
| ***OCFA*** | 0.1170 | 12,526,784 | 12,937,839 | 13,288,473 | 13,860,115 | 14,366,842 |
| South O.C Comm. College Dist. | 0.0922 | 9,871,534 | 10,195,460 | 10,471,771 | 10,922,244 | 11,321,562 |
| OC General Fund | 0.0429 | 4,593,154 | 4,743,874 | 4,872,440 | 5,082,042 | 5,267,842 |
| MNWD General Fund | 0.0371 | 3,972,168 | 4,102,511 | 4,213,695 | 4,394,959 | 4,555,639 |
| MNWD ID#4A | 0.0306 | 3,276,236 | 3,383,743 | 3,475,447 | 3,624,953 | 3,757,482 |
| ***City of Aliso Viejo*** | 0.0213 | 2,280,517 | 2,355,350 | 2,419,184 | 2,523,252 | 2,615,502 |
| OC Flood Control District | 0.0206 | 2,205,571 | 2,277,944 | 2,339,680 | 2,440,328 | 2,529,546 |
| OC Public Library [3] | 0.0174 | 1,858,675 | 1,919,666 | 1,971,691 | 2,056,509 | 2,131,695 |
| MNWD ID #4A-1 [3] | 0.0172 | 1,837,262 | 1,897,550 | 1,948,976 | 2,032,817 | 2,107,137 |
| OC Dept of Education General Fund [3] | 0.0170 | 1,817,990 | 1,877,645 | 1,928,532 | 2,011,494 | 2,085,034 |
| OC Beaches & Parks CSA 26 [3] | 0.0159 | 1,704,499 | 1,760,431 | 1,808,141 | 1,885,923 | 1,954,873 |
| OCTA [3] | 0.0029 | 312,634 | 322,893 | 331,644 | 345,911 | 358,557 |
| OC Vector Control District [3] | 0.0012 | 125,268 | 129,378 | 132,885 | 138,601 | 143,668 |
| OC Cemetery General Fund [3] | 0.0005 | 55,675 | 57,502 | 59,060 | 61,601 | 63,853 |
| | 1.0000 | 107,069,745 | 110,583,141 | 113,580,103 | 118,466,073 | 122,797,201 |
| Total Property Tax from all Sources | | 8,647,685 | 8,922,850 | 9,009,900 | 9,490,000 | 9,731,500 |



ALISO VIEJO

12 JOURNEY, SUITE 100
ALISO VIEJO, CALIFORNIA 92656
949-425-2500

**RESOLUTION NO. 2023-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A SALARY SCHEDULE AND ADDITIONAL HOLIDAY LEAVE HOURS FOR CITY OF ALISO VIEJO EMPLOYEES**

**WHEREAS**, on June 6, 2018, the City Council approved an updated Classification and Compensation Plan which included adjusting salary ranges on July 1st of each year based on the Annual Consumer Price Index, Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim ("CPI"); and

**WHEREAS**, the change in the Annual CPI was 7.5% in 2022; and

**WHEREAS**, Council considered and approved a 5.0% cost-of-living adjustment effective July 1, 2023; and

**WHEREAS**, Council considered and approved additional holiday paid leave for all active full-time employees for the year-end holiday closure;

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

Section 1. Effective July 1, 2023, salary ranges and base salaries for all full-time and part-time classifications, shall be increased by a cost-of-living adjustment of 5.0% as contained in Exhibit A, Salary Schedule.

Section 2. Effective in the calendar year of 2023, and as determined annually by the City Manager, a maximum of forty-five (45) hours of paid holiday leave is provided to all active full-time employees.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2023.

_____
Richard Hurt
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2023-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 7th day of June, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

**City of Aliso Viejo**
**Salary Schedule**
**Effective July 1, 2023**

| Full-Time Classifications | Annual Range Minimum | Annual Control Point | Annual Range Maximum |
|---|---|---|---|
| Accountant | $73,843 | $84,615 | $101,537 |
| Accountant/Payroll | $70,327 | $80,586 | $96,703 |
| Accounting Technician | $52,838 | $60,545 | $72,655 |
| Accounting Supervisor | $101,533 | $116,343 | $139,607 |
| Administrative Secretary | $56,939 | $70,671 | $84,805 |
| Assistant Planner | $69,402 | $79,525 | $95,430 |
| Associate Engineer | $94,918 | $108,764 | $130,517 |
| Associate Planner | $81,432 | $93,310 | $111,973 |
| City Clerk | $124,255 | $142,376 | $170,851 |
| City Manager (Contract) | | | $329,265 |
| Director of Administrative Services | $162,294 | $190,717 | $228,861 |
| Director of Community Development | $162,294 | $190,717 | $228,861 |
| Director of Financial Services/City Treasurer | $162,294 | $190,717 | $228,861 |
| Director of Government Services | $162,294 | $190,717 | $228,861 |
| Director of Public Works | $162,294 | $190,717 | $228,861 |
| Director of Recreation and Community Services | $162,294 | $190,717 | $228,861 |
| Executive Assistant | $70,226 | $80,470 | $96,563 |
| Facilities Supervisor | $83,306 | $95,455 | $114,546 |
| Financial Analyst | $73,843 | $84,615 | $101,537 |
| Financial Services Manager | $118,140 | $135,373 | $162,447 |
| Human Resources Analyst | $83,306 | $95,455 | $114,546 |
| IT Analyst | $73,843 | $84,615 | $101,537 |
| IT Manager | $121,263 | $143,495 | $172,193 |
| Junior Accountant | $63,933 | $73,260 | $87,912 |
| Management Analyst | $76,206 | $87,323 | $104,787 |
| Office Assistant | $43,432 | $49,767 | $59,721 |
| Office Specialist | $47,775 | $58,426 | $70,110 |
| Permit Technician | $63,228 | $72,649 | $87,179 |
| Planning Technician | $58,506 | $67,040 | $80,447 |
| Recreation Coordinator | $67,404 | $77,236 | $92,683 |
| Recreation and Community Services Manager | $112,493 | $128,903 | $154,683 |
| Recreation and Community Services Supervisor | $77,514 | $88,821 | $106,585 |
| Recreation Specialist | $47,277 | $54,174 | $65,008 |
| Secretary to the City Manager | $70,226 | $85,510 | $102,611 |
| Senior Accountant | $84,920 | $97,307 | $116,769 |
| Senior Planner | $94,758 | $108,580 | $130,296 |
| Senior Planner I | $94,758 | $119,066 | $142,879 |
| Streets Supervisor | $83,306 | $95,455 | $114,546 |
| Systems Administrator | $88,537 | $103,621 | $124,344 |

**City of Aliso Viejo**
**Salary Schedule**
**Effective July 1, 2023**

| Elected Officials | Compensation |
|---|---|
| Council Members (Municipal Code) | $520 |
| Mayor (Municipal Code) | $520 |

| Part-Time Classifications | Minimum | Point | Maximum |
|---|---|---|---|
| Crime Prevention Specialist | $31.51 | $36.11 | $43.33 |
| Human Resources Manager | $54.37 | $64.56 | $74.76 |
| Office Assistant | $20.88 | $23.93 | $28.71 |
| Planning Aide | $16.53 | $18.94 | $22.73 |
| Recreation Leader | $16.28 | $18.07 | $21.69 |
| Senior Recreation Leader | $18.71 | $20.78 | $24.95 |

ALISO VIEJO

# Fiscal Year 2023-24 Proposed Annual Budget

June 7, 2023

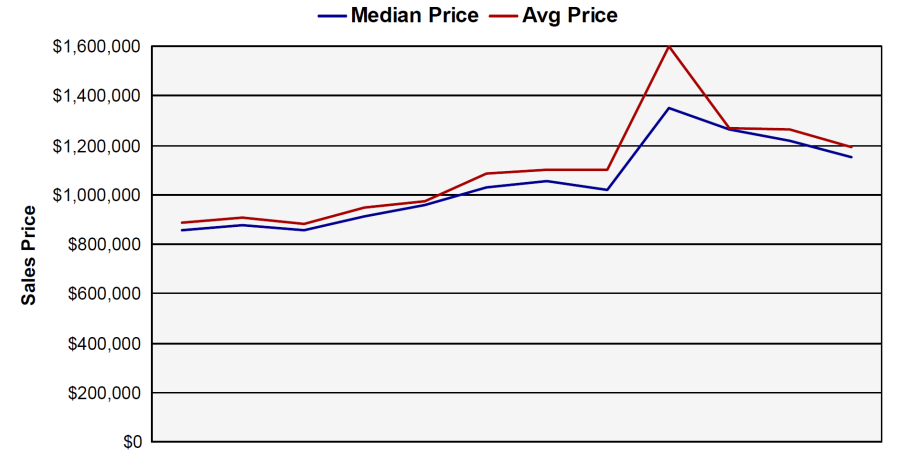
City Council

# FY 2023-24 General Fund Estimated Revenues

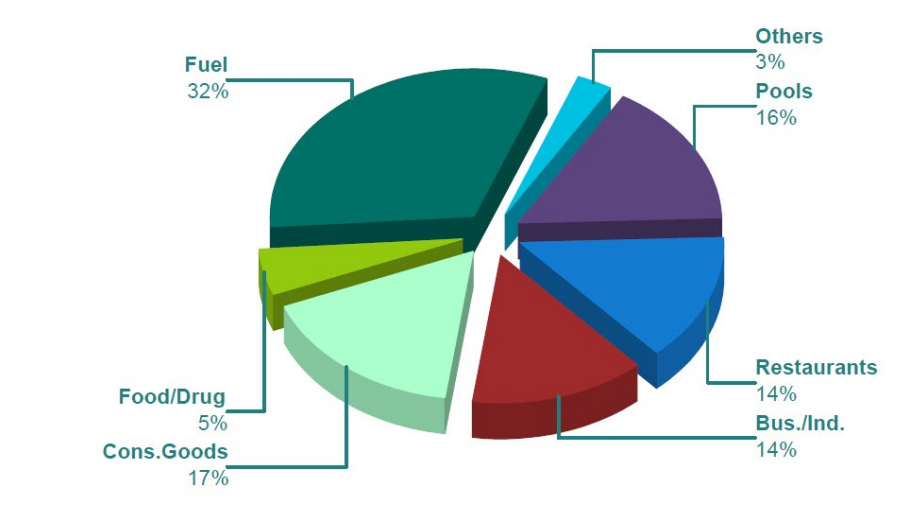
- **Property Tax - $9.7M**
  - Higher interest rates
  - Decrease in sale activity
  - Lower median home prices
  - Valuation appeals

- **Sales Tax - $6.0M**
  - Growth is flat
  - Inflation slowing
  - Gas price decreases

**AV Detached Single Family Residential**



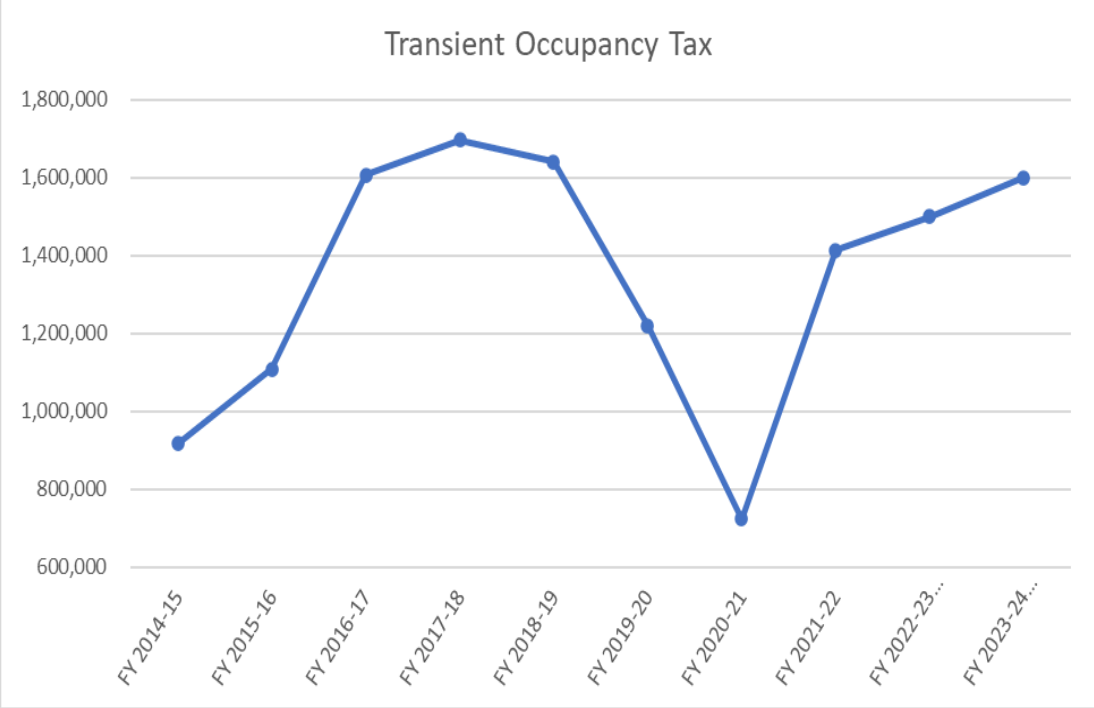

**Revenue By Business Group – Q3 '2022**



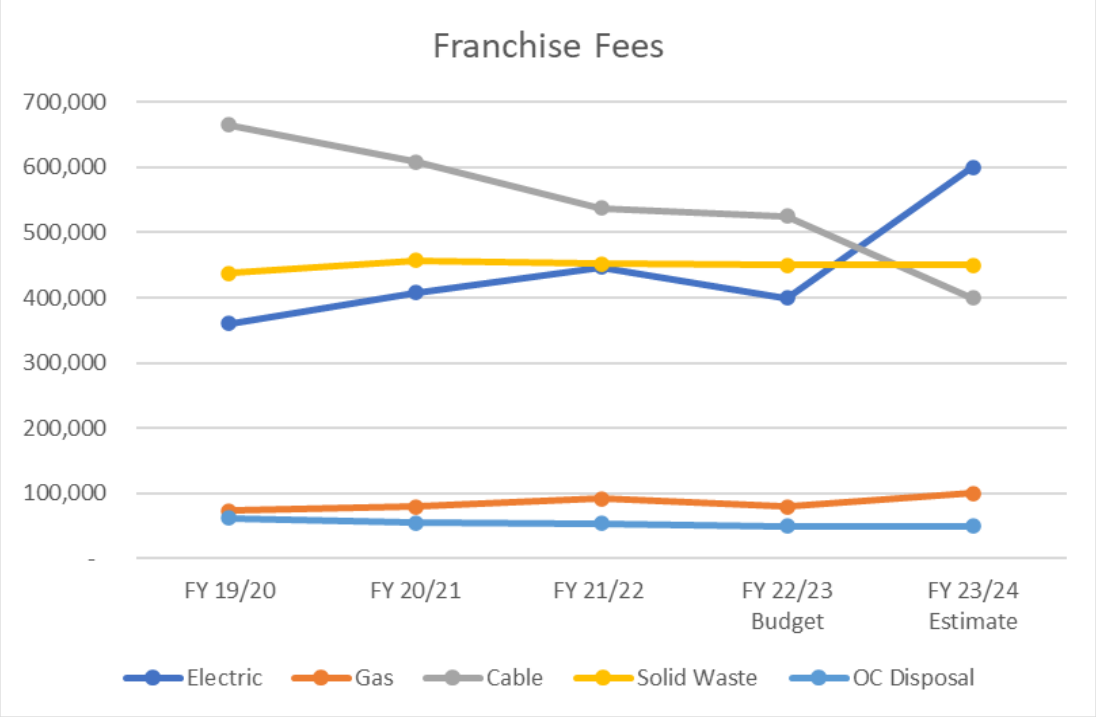

Source: HDL

# FY 2023-24 General Fund Estimated Revenues

## Transient Occupancy Tax - $1.6M

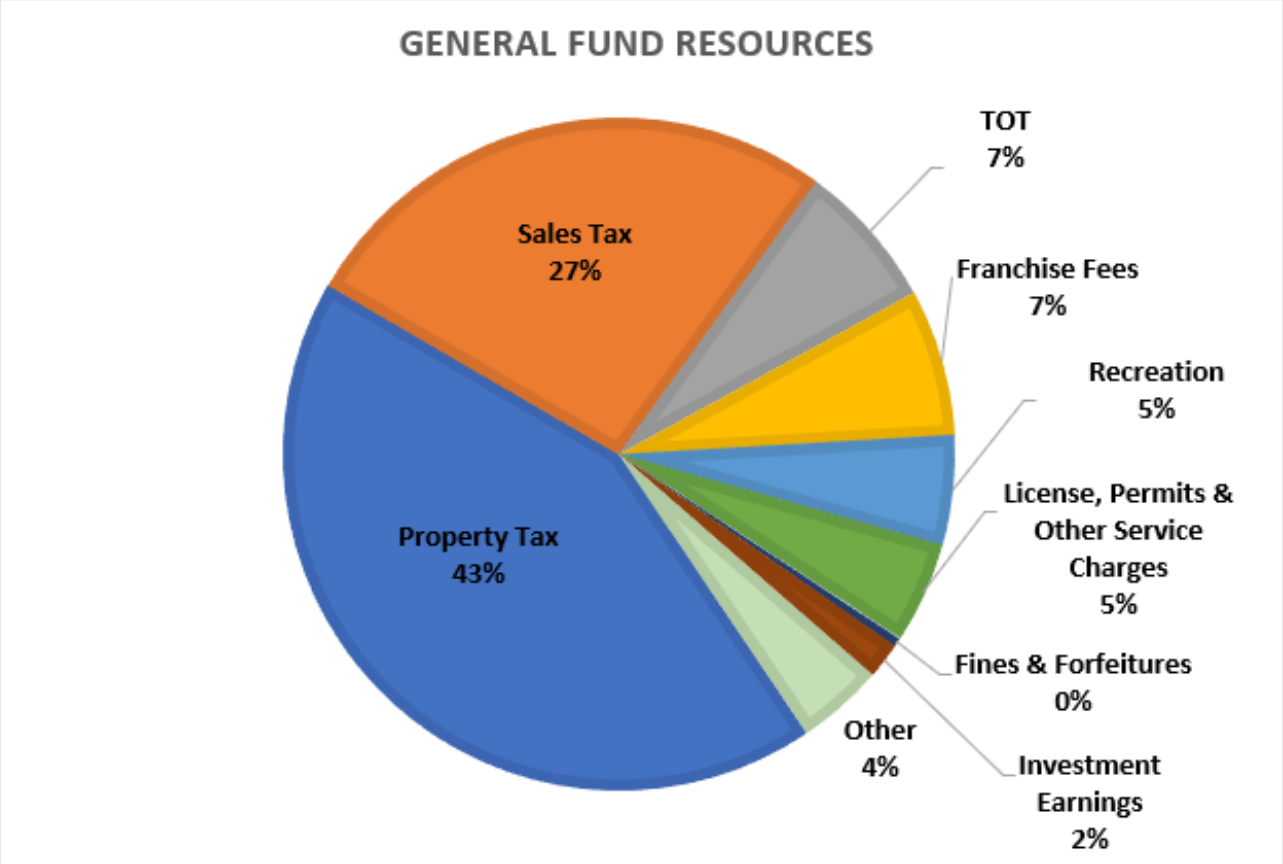



## Franchise Fees - $1.6M



# FY 2023-24 General Fund Estimated Revenues

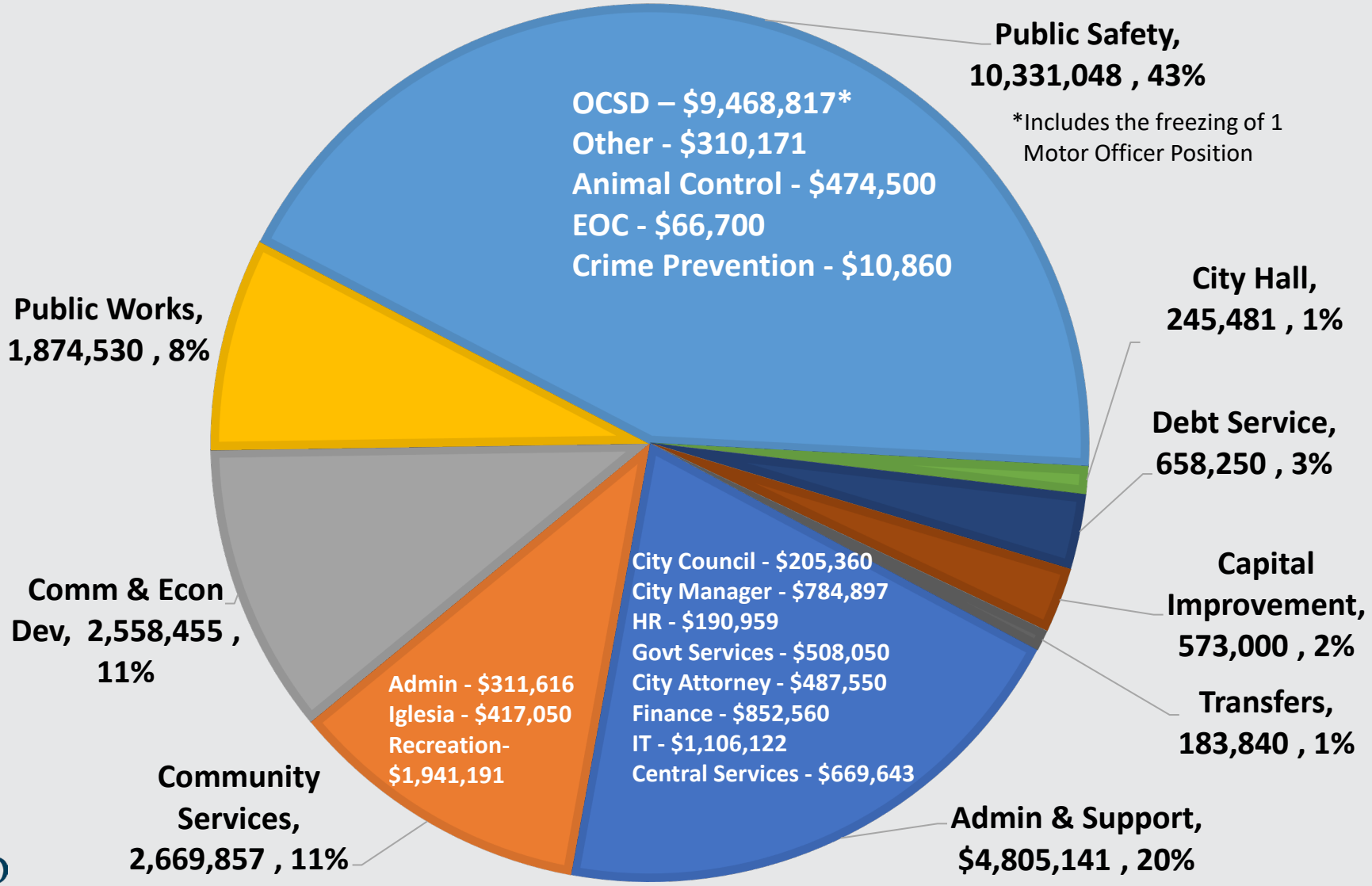
| General Fund Source | FY 2021-2022 Actual | FY 2022-2023 Adjusted Budget | FY 2023-2024 Draft Budget | Annual Change |
|---|---|---|---|---|
| Property Tax | 9,211,738 | 9,302,000 | 9,731,500 | 429,500 |
| Sales Tax | 6,117,932 | 6,102,950 | 6,050,641 | (52,309) |
| TOT | 1,413,074 | 1,500,000 | 1,600,000 | 100,000 |
| Franchise Fees | 1,636,741 | 1,505,000 | 1,600,000 | 95,000 |
| Recreation | 1,268,756 | 1,100,000 | 1,200,000 | 100,000 |
| License, Permits & Other Service Charges | 1,095,133 | 1,100,000 | 1,100,000 | - |
| Fines & Forfeitures | 173,133 | 100,000 | 133,800 | 33,800 |
| Investment Earnings | (318,666) | 300,000 | 400,000 | 100,000 |
| Other | 3,675,291 | 3,709,378 | 910,903 | (2,798,475) |
| Total Resources | 24,273,132 | 24,719,328 | 22,726,844 | (1,992,484) |



# FY 2023-24 General Fund Appropriations

| General Fund Appropriations | FY 2021-2022 Actual | FY 2022-2023 Adjusted Budget | FY 2023-2024 Draft Budget | Annual Change |
|---|---|---|---|---|
| Admin & Support | $ 4,084,654 | $ 4,896,970 | $ 4,805,141 | $ (91,829) |
| Community Services | 2,324,010 | 2,899,632 | 2,669,857 | (229,775) |
| Comm & Econ Dev | 1,952,632 | 2,543,300 | 2,558,455 | 15,155 |
| Public Works | 1,818,972 | 1,910,356 | 1,874,530 | (35,826) |
| Public Safety | 9,340,524 | 10,733,276 | 10,331,048 | (402,228) |
| City Hall | 221,078 | 260,866 | 245,481 | (15,385) |
| Debt Service | 654,436 | 657,050 | 658,250 | 1,200 |
| Capital Improvement | 319,433 | 564,000 | 573,000 | 9,000 |
| Transfers | 108,388 | 192,740 | 183,840 | (8,900) |
| Total General Fund | $ 20,824,127 | $ 24,658,190 | $ 23,899,602 | $ (758,588) |

# FY 2023-24 General Fund Appropriations




ALISO VIEJO

# FY 2023-24 AV Ranch/Recreation Budget

| Revenue | |
|---|---|
| Facility Rental | $ 450,800 |
| Other Income / Fees | 66,200 |
| Contract Classes | 555,000 |
| City Camps | 108,000 |
| Farm Rental | 20,000 |
| **TOTAL** | **$ 1,200,000** |

| Expenditures | |
|---|---|
| Salaries & Benefits | $ 1,054,727 |
| Technology Services | 109,445 |
| Instructor Payments | 333,000 |
| Building & Grounds | 311,240 |
| Advertising & Promotion | 100,000 |
| City Camp | 59,000 |
| Supplies | 42,500 |
| Taxes/Fees/Permits | 31,000 |
| Summer Scholarship | 6,000 |
| Training/Memberships | 24,320 |
| **Subtotal** | **2,071,232** |
| Debt Service | 658,250 |
| **Total** | **$ 2,729,482** |

# FY 2023-24 General Fund Expenditures

- Cost of Living Adjustment of 5% - $197,500
- CalPERS Unfunded Pension Liability - $87,004
- Insurance premiums – $403,642, 22% increase
- Utilities – $221,500, 6% increase
- Increase to sales tax subsidy – $638,000, 29% increase
- Street maintenance (MOE) – $556,162
- Budget reductions across all departments
- Freezing of 1 Motor Officer Position – ($300,000)

*To Be Determined – Contract with OCSD*

# FY 2023-24 Capital Improvement Program

- **City Hall HVAC Replacement - $226,160**
  - $113,160 – Energy Efficiency and Conservation Block Grant
  - $113,000 – General Fund (50% match)
- **City Hall Landscaping Improvements -$150,000**
  - $75,000 – WaterSmarts Grant
  - $75,000 – General Fund (50% match)
- **AV Aquatic Center**
  - Pool Deck - $275,000*
  - Kiddie Pool/Spa Plaster – $20,000
- **Storm Water Improvements - $15,000**
- **IT Server Equipment - $75,000**

**Total General Fund - $573,000**

*Further evaluation pending

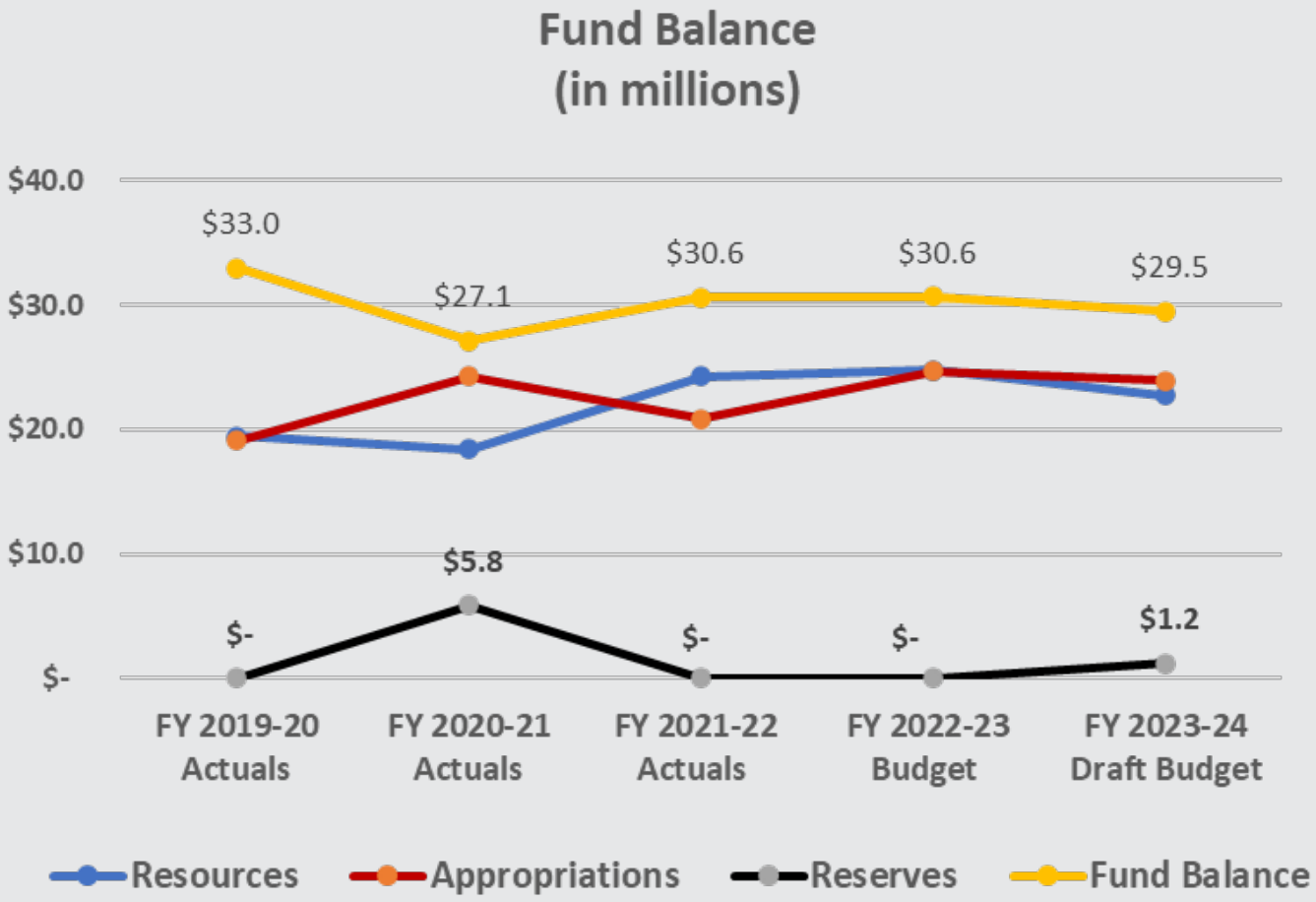
# FY 2023-24 General Fund Balance

| FY 2023-24 General Fund Budget Summary | | |
|---|---|---|
| Estimated Beginning Fund Balance | | $ 30,641,306 |
| Resources | 22,726,844 | |
| Appropriations* | (23,899,602) | |
| Estimated Year-End Surplus (Deficit) | | $ (1,172,758) |
| Use of Reserves - Debt Service | 658,250 | |
| Use of Reserves - CIP | 573,000 | |
| Total Use of Reserves | | |
| Estimated Ending Fund Balance | | $ 29,468,548 |

* Does not include potential increases to OCSD Contract

ALISO VIEJO

# FY 2023-24 General Fund Balance

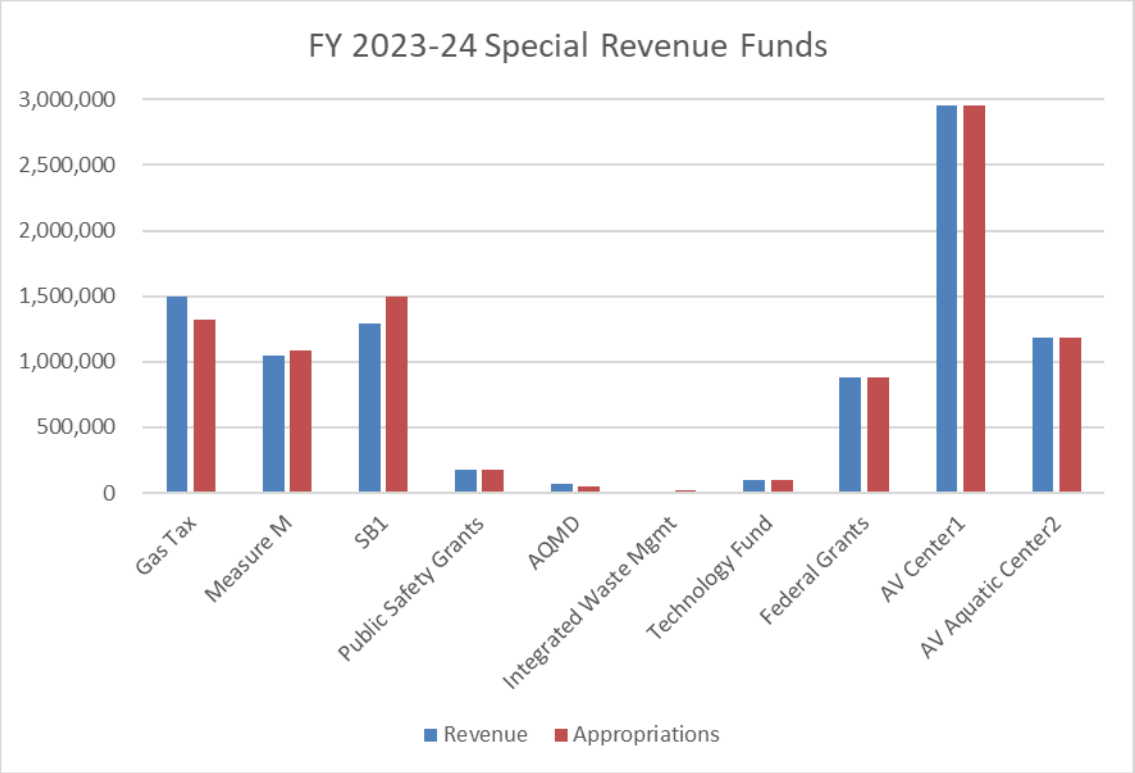


# FY 2023-24 Special Revenue Funds

- Traffic Congestion Relief
- Gas Tax & SB1 (Road Maintenance Rehabilitation Account)
- Measure M
- Public Safety Grants
- AQMD
- Integrated Waste Management
- Technology Fund
- Federal Grants
- Aliso Viejo Center & Aliso Viejo Aquatic Center

# FY 2023-24 Special Revenue Funds

| Fund | Revenue | Appropriations |
|---|---|---|
| Traffic Congestion Relief | $ 1,000 | $ - |
| Gas Tax | 1,492,900 | 1,321,800 |
| Measure M | 1,045,512 | 1,082,578 |
| SB1 | 1,291,695 | 1,495,000 |
| Public Safety Grants | 176,700 | 175,043 |
| AQMD | 73,000 | 50,000 |
| Integrated Waste Mgmt | 14,000 | 16,000 |
| Technology Fund | 98,900 | 92,880 |
| Federal Grants | 877,535 | 877,535 |
| AV Center[1] | 2,956,835 | 2,956,835 |
| AV Aquatic Center[2] | 1,181,840 | 1,181,840 |
| Total | $ 9,209,917 | $ 9,249,511 |




[1]AV Center Appropriations includes $585,028 to the General Fund
[2]AV Aquatic Center Revenue includes $183,840 transfer from the General Fund

# FY 2023-24 Capital Improvement Program

- **Traffic Safety**
  - Aliso Creek Road Traffic Signal Synchronization Project - $175,000
- **Street Rehabilitation**
  - Glenwood (SR73 to Aliso Creek) - $60,000
  - Enterprise (Aliso Creek to Aliso Viejo Parkway) - $1,435,000
  - Aliso Creek (Enterprise to SR73) - $870,000
- **Facility Improvements**
  - ADA Improvements - $318,288
  - City Hall Landscaping Improvements - $150,000
  - City Hall HVAC Replacement - $226,160

**Total CIP (including General Fund) - $3,619,448**

# Recommended Actions

1. Adopt a Resolution adopting the Annual Budget for FY 2023-24; and
2. Adopt a Resolution approving City Salary Schedules.

# Questions?