AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, AUGUST 16, 2023
6:00 PM CLOSED SESSION
7:00 PM REGULAR MEETING

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA

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

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

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

Regular meetings of the City Council are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Copies of the agenda are available in the lobby at City Hall on the 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:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: 89 Playa Circle, #R, Aliso Viejo, CA 92656; APN: 934-53-777
Agency Designated Negotiators: City Manager and Community Development Director
Negotiating Parties: City of Aliso Viejo, Aliso Viejo Community Association and their authorized legal counsel/representatives
Under Negotiation: Price and terms of payment

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Number of Cases: 1
Case Name: Geetanjali "Gina" M. Tharani v. City of Aliso Viejo, et al.
Case Number: 30-2022-01252489-CU-WT-CJC

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
Number of Potential Cases: 1

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1. BUSINESS OF THE MONTH - CODE NINJAS
Certificate of Recognition

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

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

4. CONSENT CALENDAR:

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the July 19, 2023 Special Meeting and July 19, 2023 Regular Meeting.

Draft Minutes - July 19, 2023 Special Meeting

Draft Minutes - July 19, 2023 Regular Meeting

4.3. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between July 7 and August 3, 2023, in the amount of $2,278,604.27.

Staff Report

Attachment 1 - Accounts Payable Report

4.4. TREASURER'S STATEMENT – JUNE 2023

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

Staff Report

Attachment 1 – June 2023 Treasurer's Statement

4.5. COOPERATIVE AGREEMENT WITH OCTA FOR THE COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

Recommended Action: Authorize the City Manager to execute the cooperative agreement with the Orange County Transportation Authority (OCTA) for a Countywide Signal Synchronization Baseline Project at a future date upon OCTA General Counsel signing the agreement.

Staff Report
Attachment 1 - Agreement

4.6. FIRST AMENDMENT TO THE AGREEMENT WITH HARTZOG & CRABILL, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS

Recommended Action:

1. Approve a first amendment to the agreement with Hartzog & Crabill, Inc. (HCI) to perform traffic engineering services for traffic signal operations that increases the total compensation under the agreement by $30,000 for a total compensation amount of $105,000; and
2. Authorize the City Manager to execute the first amendment to the agreement.

Staff Report
Attachment 1 - Agreement Amendment

4.7. AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) APPLICATION SUPPORT SERVICES

Recommended Action: Approve and authorize the City Manager to sign a Professional Services Agreement with J.R. Dira for Geographic Information System (GIS) support services for a period of three years in an amount not to exceed $75,000.

Staff Report
Attachment 1 - Agreement

4.8. AGREEMENT FOR ENTERPRISE LAND MANAGEMENT MAINTENANCE AND SUPPORT SERVICES

Recommended Action: Approve and authorize the City Manager to execute a Professional Services Agreement with Go Live Technologies, Inc., for Enterprise Land Management System (ELM) related maintenance and support for a period of two years in an amount not to exceed $140,000.

Staff Report
Attachment 1 - Agreement

4.9. SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RDA, LLC FOR PLANNING CONSULTANT SERVICES

Recommended Action: Approve and authorize the City Manager to execute a second amendment to the Professional Services Agreement with RDA, LLA to increase the total compensation by $65,000.

Staff Report
Attachment 1 - Agreement Amendment

4.10. SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR STC TRAFFIC, INC. FOR ON-CALL TRAFFIC ANALYSIS

Recommended Action: Approve and authorize the City Manager to execute a second amendment to the professional services agreement with STC Traffic, Inc. to increase the compensation amount by $50,000 for a total compensation amount of $100,000.

Staff Report
Attachment 1 - Agreement Amendment

5. PUBLIC HEARINGS:

5.1. REQUEST TO APPROVE SITE DEVELOPMENT AND CONDITIONAL USE PERMITS (SDP-2023-00002 AND USE-2023-00008) FOR THE CONSTRUCTION OF A TWO-STORY CLASSROOM BUILDING AND SITE IMPROVEMENTS.

Recommended Action:

1. Open and conduct a public hearing;
2. Find that the request is consistent with the California Environmental Quality Act (CEQA) pursuant to CEQA Sections 15314, 15070 to 15075, 15097, 15164; and
3. Adopt a Resolution approving Site Development and Conditional Use Permits (SDP-2023-00002 and USE-2023-00008) for the construction of a two-story classroom building and site improvements.

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

6. DISCUSSION:

None.

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is September 6, 2023.

Certificate of Recognition

Presented to

CODE NINJAS

Aliso Viejo
Business of the Month
August 2023

Presented this 16th day of August 2023

Richard Hurt, Mayor

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
July 19, 2023, 6:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Hurt called the Special Meeting of the City Council of the City of Aliso Viejo to order at 6:00 p.m.

ROLL CALL:

PRESENT:	MAYOR RICHARD W. HURT MAYOR PRO TEM MIKE MUNZING COUNCILMEMBER ROSS CHUN COUNCILMEMBER MAX DUNCAN
ABSENT:	COUNCILMEMBER TIFFANY ACKLEY
STAFF PRESENT:	DAVID A. DOYLE, CITY MANAGER SCOTT C. SMITH, CITY ATTORNEY

PUBLIC COMMENTS:

None.

CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
Number of Potential Cases: 1

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

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

ADJOURNMENT: Mayor Hurt adjourned the meeting at 6:56 p.m. to the July 19, 2023 Regular Council Meeting.

Respectfully submitted:

MITZI ORTIZ, MMC
CITY CLERK

Approved by:

RICHARD HURT
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
JULY 19, 2023, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Hurt called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:00 p.m.

ROLL CALL

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

ABSENT: COUNCILMEMBER TIFFANY ACKLEY

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

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Munzing led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated there was no reportable action.

1. SPECIAL PRESENTATIONS:

1.1. BUSINESS OF THE MONTH - CHUPÓNCITO MEXICAN COCINA

Mayor Hurt introduced the video and presented the certificate of recognition to Owner Martin Hernandez. Mr. Hernandez expressed his appreciation.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

1. Fred Smoller requested sponsorship of the Orange County Sustainability Decathlon and encouraged residents to volunteer and attend.

4. CONSENT CALENDAR:

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

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the June 7, 2023 Special Meeting and June 7, 2023 Regular Meeting.

4.3. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between May 26 and July 6, 2023, in the amount of $1,857,758.39.

4.4. TREASURER'S STATEMENT – MAY 2023

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

4.5. INVESTMENT POLICY FOR FISCAL YEAR 2023-24

Recommended Action: Adopt Resolution No. 2023-21 approving the Investment Policy for Fiscal Year 2023-24 and rescinding Resolution No. 2022-24 in its entirety.

4.6. RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) AUTHORIZING THE ANNUAL LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2023-24

City Manager David Doyle responded to questions regarding refinancing of the bonds.

Recommended Action: Adopt Resolution No. 2023-22 of the City Council, acting as the legislative body of Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo), authorizing the annual levy of special taxes for fiscal year 2023-24.

4.7. AGREEMENT FOR LIMITED TERM-EXTRA HELP SERVICES OF CALPERS RETIREE (CINDY COLLINS)

Recommended Action: Authorize the City Manager to execute an agreement with retired annuitant Cindy Collins to serve as extra help as defined by the California Public Employees Retirement System (CalPERS) in the capacity of Recreation and Community Services Manager.

4.8. AMENDMENT TO LICENSE AGREEMENT WITH RENEWABLE FARMS FOR THE MANAGEMENT AND OPERATIONS OF GOLD COAST FARM AT ALISO VIEJO RANCH

City Manager David Doyle and Finance Director Ann Eifert responded to questions regarding revenue sharing, expenses, and financial reporting requirements

Recommended Action: Approve and authorize the City Manager to execute the First Amendment to the License Agreement with Renewable Farms for the management and operations of Gold Coast Farm at Aliso Viejo Ranch.

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

4.9. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MIKE LINARES, INC. FOR CDBG ADMINISTRATIVE SERVICES

City Manager David Doyle responded to questions regarding funding of services.

Recommended Action: Authorize a First Amendment to the Professional Services Agreement with Mike Linares, Inc. to increase total compensation by $30,000.

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

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

Recommended Action: Approve and authorize the City Manager to execute an Eighth Amendment to the Professional Services Agreement with Kosmont & Associates, Inc. for economic development consulting services to extend the term to June 30, 2024.

4.11. LOT LINE ADJUSTMENT NO. LL 23-01 FOR LOTS 1, 5, AND 6 OF TRACT NO. 16838, CITY OF ALISO VIEJO, VALUEROCK ALISO VIEJO LLC, VALUEROCK ALISO VIEJO II LLC, LONE MOUNTAIN AZ LLC

Recommended Action:
1. Adopt Resolution No. 2023-23 approving Lot Line Adjustment LL 23-01; and
2. Authorize Staff to record proper documents with the Orange County Recorder.

Motion: Mayor Hurt moved and Mayor Pro Tem Munzing seconded to approve the recommended actions. Motion carried 3-0-1-1, with Councilmember Chun abstaining and Councilmember Ackley absent.

5. PUBLIC HEARINGS:

None.

6. DISCUSSION:

6.1. RESOLUTION SUPPORTING ASSEMBLY CONSTITUTIONAL AMENDMENT (ACA) 12 RELATING TO CONTROLLED SUBSTANCES

City Manager David Doyle provided an overview.

Recommended Action: Adopt Resolution No. 2023-24 in support of Assembly Constitutional Amendment (ACA) 12 relating to controlled substances.

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

6.2. SELECTION OF VOTING DELEGATE FOR LEAGUE OF CALIFORNIA CITIES GENERAL ASSEMBLY

City Manager David Doyle introduced City Clerk Mitzi Ortiz, who provided an overview. Staff responded to questions regarding lodging.

Recommended Action: Designate a voting delegate and up to two alternates for the League of California Cities General Assembly to be held on September 22, 2023 at the Sacramento SAFE Credit Union Convention Center.

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

7. CITY MANAGER' S REPORT:

City Manager David Doyle announced Shakespeare by the Sea to be held at 7:00 p.m. on August 3, 2023, at Soka University; Movie Night to be held at 6:00 p.m. on August 25, 2023, at Aliso Viejo Middle School; Furry Friends Pet Fair to be held from 9:00 am to 12:00 p.m. on September 9, 2023, at Aliso Viejo Ranch; and City's response to Orange County Grand Jury Report relating to group homes.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Chun:
- Attended AVCA 4th of July Celebration & Fireworks
- Attended Aliso Viejo Chamber of Commerce Field Trip Friday
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Attended tour of Webb's Grainworks
- Announced Walk with Ari & Meet the Merchants event
- Participated in music club at The Covington

Councilmember Duncan:
- Attended AVCA Concert in the Park
- Attended Aliso Viejo Chamber of Commerce Field Trip Friday
- Commented on ANHS soccer program
- Attended tour of Webb's Grainworks

Mayor Pro Tem Munzing:
- Attended AVCA 4th of July Celebration & Fireworks
- Attended Aliso Viejo Chamber of Commerce Field Trip Friday

Mayor Hurt:
- Urged e-bike safety
- Expressed appreciation to AVCA for installation of trash cans along Aliso Viejo Parkway

9. ADJOURNMENT:

Mayor Hurt adjourned the meeting at 7:34 p.m. to August 2, 2023.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
RICHARD HURT
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: August 16, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

Ratify accounts payable checks and electronic funds transfers issued between July 7 and August 3, 2023, in the amount of $2,278,604.27.

Fiscal Impact:

Expenditures in the amount of $2,278,604.27.

Background:

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

Discussion:

The attached register containing checks and electronic funds transfers between July 7 and August 3, 2023, for a total of $2,278,604.27 is being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been reviewed and deemed in accordance with the fiscal year budget by the Director of Financial Services.

Attachment:

1. Accounts Payable Report

Accounts Payable

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CHOICE BUILDER	AUG'23 DENTAL & VISION - RC	170.07
CHOICE BUILDER	AUG'23 DENTAL & VISION - RH	111.93
CHOICE BUILDER	AUG'23 DENTAL - TA	47.64
CHOICE BUILDER	AUG'23 DENTAL INSURANCE	1,933.76
CHOICE BUILDER	AUG'23 VISION INSURANCE	313.84
PV MAINTENANCE INC	JUN'23 CAPE CORAL SIGN	200.00
DANA LEUTHAUSER	DL COMPUTER LOAN	3,000.00
CALPERS RETIREMENT	2023 PP15 ALT FRI PERS RETIREMENT	20,984.86
CALPERS RETIREMENT	2023 PP15 ALT WED PERS RETIREMENT	1,000.82
CALPERS RETIREMENT	2023 PP15 ALT THU PERS RETIREMENT	401.29
BRIAN'S POOL PLASTERING	P#22-11-131_31 TANGLEWOOD_BRIAN'S POOL PLASTERING	3,000.00
BRIAN'S POOL PLASTERING	POOL-2022-00025_31 TANGLEWOOD_BRIAN'S POOL PLASTER	500.00
AMBRY GENETICS	BLDC-2022-00064_7 ARGONAUT_AMBRY GENETICS	1,000.00
GPA CONSTRUCTION INC	BLDR-23-00171_94 RUE DU CHATEAU_GPA CONSTRUCTION	500.00
VALLEY VIEW ROOFING	BLDR-2023-00250_14 CORALWIND_VALLEY VIEW ROOFING	500.00
JOANNA GARRETT	USE 2022-00011_PLANNING DEPOSIT REFUND	4,657.20
UNITED OF OMAHA LIFE INSURANCE CO.	AUG'23 LIFE INSURANCE	1,448.50
CALPERS HEALTH	AUG'23 CALPERS HEALTH PREMIUM	24,161.84
CALPERS HEALTH	AUG'23 HEALTH PREMIUM - RC	1,815.15
RJM DESIGN GROUP INC	JUN'23 CITY LIGHTS LANDSCAPING - 2ND PLAN CHECK	659.00
CHARLES ABBOTT ASSOC INC	JUN'23 CAA ENG 2251 26501 ALISO CREEK GRADING	251.88
CHARLES ABBOTT ASSOC INC	JUN'23 ENG 2241 GLAUKOS SITE 1	154.84
CHARLES ABBOTT ASSOC INC	JUN'23 CAA ENG 5067 WEBBS GRAINWORKS	151.13
CHARLES ABBOTT ASSOC INC	JUN'23 CAA ENG 5004 MNWD	478.55
CHARLES ABBOTT ASSOC INC	JUN'23 CAA ENG 5003 COX	75.56
CHARLES ABBOTT ASSOC INC	JUN'23 ENG 2247 SUMMIT IV 15-25 ENT. LDSCPNG	50.38
CHARLES ABBOTT ASSOC INC	JUN'23 ENG 2230 15-25 ENTERPRISE GRADING	50.38
CHARLES ABBOTT ASSOC INC	JUN'23 CAA ENG 5049 COX UTILITY	50.38
CHARLES ABBOTT ASSOC INC	JUN'23 CAA ENG 5005 SCE - SADDLEBACK	50.38
CHARLES ABBOTT ASSOC INC	JUN'23 ENG 2243 GLAUKOS SITE 2	645.58
CHARLES ABBOTT ASSOC INC	JUN'23 ENG 5057 FERREIRA	730.42
CHARLES ABBOTT ASSOC INC	JUN'23 ENG 2251 THE COMMONS GRADING	370.80
CHARLES ABBOTT ASSOC INC	JUN'23 ENG 2253 26501 ALISO CREEK LLA	125.09
CHARLES ABBOTT ASSOC INC	JUN'23 CAA-6 COMPUTER STATIONS LEASE CREDIT	(300.00)
ESPLANDE BUILDERS INC	BLDC-2022-00086_20 ENTERPRISE_ESPLANADE BUILDERS	1,250.00
US BANK PURCHASING CARD PROGRAM	SP 7/20/23 RECORDING FEE LLA 23-01	40.00
		70,581.27
CITY COUNCIL		
CALPERS RETIREMENT	FY22-23 CLASSIC PERS 1959 SURVIVOR BENEFIT	6.00
CALPERS RETIREMENT	FY22-23 PEPRA PERS 1959 SURVIVOR BENEFIT	6.00
AT&T	JUN'23 CC PHONE LINES	236.69
US BANK PURCHASING CARD PROGRAM	DL 6/13 MM MWDOC WATER POLICE FORUM & DINNER	125.00
US BANK PURCHASING CARD PROGRAM	DL 6/19 MM-SOCEC BOARD INSTALLATION	25.00
ROSS CHUN	RC - 5/4/23-5/5/23 SCAG CONF - T&E	158.51
RICHARD HURT III	RH 5/21-23/23 ICSC CONF-T&E REIMBURSEMENT	444.97
RICHARD HURT III	RH 5/3-5/5/23 SCAG CONF-T&E REIMBURSEMENT	138.76
CALPERS HEALTH	AUG'23 HEALTH PREMIUM PEMHCA MINIMUM - RC	151.00
AT&T	JUL'23 CC PHONE LINES	236.61
	CITY COUNCIL TOTAL:	**1,528.54**
CITY MANAGER		
CALPERS RETIREMENT	FY22-23 CLASSIC PERS 1959 SURVIVOR BENEFIT	6.00
CALPERS RETIREMENT	FY22-23 PEPRA PERS 1959 SURVIVOR BENEFIT	12.00
CALPERS RETIREMENT	FY23-24 CALPERS CLASSIC UAL PMT	20,556.53
AT&T	JUN'23 HR PHONE LINE	50.35
AT&T	JUN'23 CM PHONE LINE	50.35
DAVID DOYLE	DD - 5/21/23-5/23/23 ICSC CONF - T&E	118.73

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	DD- 6/7 CM FASTRACK/TOLL ROADS MONTHLY CHARGES	335.00
US BANK PURCHASING CARD PROGRAM	DD - 5/22 BINIONS REST - ICSC CONF - DD/RH/MD DIN	257.83
US BANK PURCHASING CARD PROGRAM	DD - 5/22 PEPPERMILL REST - ICSC CONF - RH/DD LUN	76.97
US BANK PURCHASING CARD PROGRAM	DD- 5/22 WHITTLESEABLUE - CAB - ICSC CONFERENCE	15.10
US BANK PURCHASING CARD PROGRAM	DD - 5/23 CABCO - SNA TO HOME - ICSC CONFERENCE	21.60
US BANK PURCHASING CARD PROGRAM	DL 6/15 RALPHS-WATER FOR OCCMA RETREAT	23.97
US BANK PURCHASING CARD PROGRAM	DL 6/14 RALPHS-CHIPS FOR CM/TC MEETING	14.99
US BANK PURCHASING CARD PROGRAM	DL 6/20 AMAZON-NAMETAGS FOR OCCMA RETREAT	37.40
US BANK PURCHASING CARD PROGRAM	DL 6/14 OC WINEMART-LUNCH FOR CM/TC MEETING	86.19
US BANK PURCHASING CARD PROGRAM	DL 6/20 RALPHS GIFT CARDS FOR OCCMA RETREAT	200.00
US BANK PURCHASING CARD PROGRAM	DL 6/01 DOLLAR TREE OCCMA CENTERPIECE VASES-JUNE	32.33
US BANK PURCHASING CARD PROGRAM	DL 5/24 PRO IMPRINT OCCMA SWAG BACKPACKS	507.45
CALPERS HEALTH	AUG'23-PG-HEALTH PREMIUM	151.00
AT&T	JUL'23 CM PHONE LINE	50.34
AT&T	JUL'23 HR PHONE LINE	50.34
	CITY MANAGER TOTAL:	**22,654.47**
ECONOMIC DEVELOPMENT		
COSTAR REALTY INFORMATION, INC	JUL'23 COMMERCIAL REAL ESTATE SUBSCRIPTION	395.00
BEST BEST & KRIEGER	JUN'23 BBK 89 PLAYA CIRCLE	2,160.38
	ECONOMIC DEVELOPMENT TOTAL:	**2,555.38**
HUMAN RESOURCES		
CALPERS RETIREMENT	FY22-23 PEPRA PERS 1959 SURVIVOR BENEFIT	6.00
STAPLES ADVANTAGE	JUN'23 HR OFFICE SUPPLIES	38.22
OC FAMILY MEDICINE	APR-MAY'23 TB TESTS & EMPLOYEE EXAMS & FLU SHOTS	860.00
	HUMAN RESOURCES TOTAL:	**904.22**
CITY CLERK		
CALPERS RETIREMENT	FY22-23 CLASSIC PERS 1959 SURVIVOR BENEFIT	12.00
CALPERS RETIREMENT	FY23-24 CALPERS CLASSIC UAL PMT	17,055.99
CALIFORNIA NEWSPAPERS PARTNERSHIP	JUN'23 LEGAL NOTICES	694.40
STAPLES ADVANTAGE	JUN '23 OFFICE SUPPLIES CC	100.16
	CITY CLERK TOTAL:	**17,862.55**
CITY ATTORNEY		
BEST BEST & KRIEGER	JUN'23 BBK LITIGATION - CC	71.60
BEST BEST & KRIEGER	JUN'23 BBK LEGAL SERVICES	23,288.00
BEST BEST & KRIEGER	JUN'23 BBK LABOR/EMPLOYMENT	1,064.20
BEST BEST & KRIEGER	JUN'23 BBK LABOR/BENEFITS	1,032.90
BEST BEST & KRIEGER	JUN'23 MAJOR GENERAL PLAN UPDATE-SPECIAL PROJECTS	1,562.40
BEST BEST & KRIEGER	JUN'23 BBK AIR FREEDOM LANE	2,638.50
BEST BEST & KRIEGER	JUN'23 BBK GENERAL LITIGATION	926.09
BEST BEST & KRIEGER	JUN'23 BBK CVRA DEMAND	19,439.61
BEST BEST & KRIEGER	JUN'23 BBK - #801 TOWN CTR SPECIFIC PLAN	2,622.60
	CITY ATTORNEY TOTAL:	**52,645.90**
FINANCE		
CALPERS RETIREMENT	FY22-23 CLASSIC PERS 1959 SURVIVOR BENEFIT	12.00
CALPERS RETIREMENT	FY22-23 PEPRA PERS 1959 SURVIVOR BENEFIT	12.00
CHOICE BUILDER	AUG'23 ADMIN FEE	35.00
CALPERS RETIREMENT	FY23-24 CALPERS CLASSIC UAL PMT	17,621.43
GARDAWORLD	JUL'23 CH CASH COURIER SERVICE	476.25
DAVIS FARR LLP	FY 22-23 AUDITING SERVICES	5,840.00
STAPLES ADVANTAGE	JUN'23 OFFICE SUPPLIES	531.38
US BANK N.A. - CUSTODY	APR-JUN'23 CUSTODIAN CHARGES	775.75
TYLER TECHNOLOGIES-INCODE DIVISION	FY23-24 TYLER MAINT ERP PRO FINANCIALS ANNUAL FEES	19,154.09
CALPERS HEALTH	AUG'23 CALPERS ADMIN FEE	83.10
CALPERS HEALTH	AUG'23 CALPERS ADMIN FEE	6.29
PARS	MAY'23 PARS REP FEES	300.00
US BANK PURCHASING CARD PROGRAM	AE 6/28 CA FRANCHISE TAX BOARD FEE - AVPFC RETURNS	1.35
US BANK PURCHASING CARD PROGRAM	AE 7/06 CA FRANCHISE TAX BOARD FEE - AVPFC RETURNS	2.33
US BANK PURCHASING CARD PROGRAM	AE 6/28 CREDIT CARD FEE - ENERGOV ONLINE TEST	7.17
US BANK PURCHASING CARD PROGRAM	AE 6/28 CA FRANCHISE TAX BOARD-FY19-20 AVPFC PENAL	58.71
US BANK PURCHASING CARD PROGRAM	AE 7/06 CA FRANCHISE TAX BOARD-FY20-21 AVPFC PENAL	101.12
FHN FINANCIAL MAIN STREET ADVISORS LLC	APR-JUN'23 INVESTMENT ADVISORY SERVICES	3,750.00
	FINANCE TOTAL:	**48,767.97**

Vendor Name	Description (Item)	Amount
INFORMATION TECHNOLOGY		
CALPERS RETIREMENT	FY22-23 CLASSIC PERS 1959 SURVIVOR BENEFIT	6.00
CALPERS RETIREMENT	FY22-23 PEPRA PERS 1959 SURVIVOR BENEFIT	11.50
CALPERS RETIREMENT	FY23-24 CALPERS CLASSIC UAL PMT	10,750.17
AT&T	JUN'23 EOC PHONE LINES	107.84
AT&T	JUN'23 CH 3 MIFI	80.00
AT&T	JUN'23 CH 3 MIFI	83.96
AT&T	JUN'23 EOC MIFI	160.96
AT&T	JUN'23 FLEET COMPLETE GPS	287.37
JOSE RUEL FABELLA DIRA	MAY'23 ENERGOV & GIS	1,600.00
JOSE RUEL FABELLA DIRA	JUN'23 ENERGOV & GIS	2,300.00
AT&T	JUN'23 CH-ALARM/POTS LINE	2,210.28
TYLER TECHNOLOGIES-INCODE DIVISION	6/15/23 TYLER EPL CASHERING MODULE TRAINING	1,600.00
AT&T	JUL'23 ACCT#2566 CH AT&T FIBER INTERNET	1,695.39
AT&T	JUL'23 EOC PHONES LINES	107.67
AT&T	JUL'23 CH 3 MIFI	163.96
AT&T	JUL'23 EOC MIFI	160.96
AT&T	JUL'23 FLEET COMPLETE GPS	479.31
SHI INTERNATIONAL CORP	FY23-24 SENTINEL ONE WORKSTATION PROTECTION	7,943.78
SHI INTERNATIONAL CORP	VMWARE SUPPORT AND SERVICES 5/28/23 - 6/06/24	1,449.65
GOVERNMENTJOBS.COM INC	FY23-24 NEOGOV SUBSCRIPTION	6,438.14
COX COMMUNICATIONS, INC	JUL'23 ACCT#0202 CH CABLE TV	178.10
COX COMMUNICATIONS, INC	JUL'23 ACCT#8802 CH INTERNET-FIBER 600MB	1,500.00
COX COMMUNICATIONS, INC	JUL'23 ACCT#9302 CH SERVER ROOM INTERNET	85.39
	INFORMATION TECHNOLOGY TOTAL:	**39,400.43**
NON-DEPARTMENTAL		
PV MAINTENANCE INC	JUN'23 VISTA PARK MAINTENANCE	1,064.31
ALLIANT INSURANCE SERVICES INC	FY 23-24 ACIP CRIME RENEWAL	957.00
NIEVES LANDSCAPE INC	JUN'23 VISTA PARK FLOW SENSOR	1,309.45
STAPLES ADVANTAGE	JUN'23 - COPY&BRKRM SUPPL/MBSHP RENEWAL-NON DEPT	873.28
FEDERAL EXPRESS	7/7/23-COUNCIL MAIL_RC	12.40
RK BRANDS, LLC	MAY'23-8.1 HRS-PIO/MAYORS OUTREACH	729.00
RK BRANDS, LLC	JUN'23-8 HRS-PIO/MAYORS OUTREACH	720.00
US BANK PURCHASING CARD PROGRAM	DL 6/13 OFFICE SIGN CO-NAME BADGE & PLATE-JP	57.40
COUNTY OF ORANGE	FY23-24 ALLOCATION OF LAFCO COST	7,341.83
US BANK PURCHASING CARD PROGRAM	PC 5/24 BAGELS & BREW-LUNCH FOR CPR/AED TRNG	428.54
US BANK PURCHASING CARD PROGRAM	PC 5/31 FRANKS-LUNCH FOR EXEC RETREAT	173.90
US BANK PURCHASING CARD PROGRAM	PC 5/31 RALPHS-SNACKS & DRINKS FOR EXEC RETREAT	77.80
OC COUNCIL OF GOVERNMENTS	FY23-24 OCCOG ANNUAL DUES & DEMOGR RESEARCH FEE	8,209.33
NIEVES LANDSCAPE INC	JUL'23 VISTA PARK LANDSCAPESERVICES	1,028.96
VANTIS MAINTENANCE CORPORATION	AUG'23 38 COLONIAL WAY HOA FEES	374.79
HARBOR STATION MAINTENANCE	JUL'23 35 PLAYA CIR HOA FEES	175.00
ALISO VIEJO SELF STORAGE	#535 SELF STORAGE	900.00
ALISO VIEJO COMMUNITY ASSOCIATION	JUL-SEP'23 35 PLAYA CIR MASTER HOA FEES	125.12
ALISO VIEJO COMMUNITY ASSOCIATION	JUL-SEP'23 38 COLONIAL WAY HOA FEES	138.51
US BANK PURCHASING CARD PROGRAM	LL 7/18 CC DRINKS/CHIPS/DESSERT SMART & FINAL	73.60
US BANK PURCHASING CARD PROGRAM	LL 7/18 CC DINNER-SANDWICHES OC WINE MART	241.20
MOULTON NIGUEL WATER DIST	MAY'23 METER#2206VISTA ACCT#64101	367.53
US BANK PURCHASING CARD PROGRAM	MO 7/4 CONSTANTCONTACT-ALISOVIEJONEWS	1,041.25
	NON-DEPARTMENTAL TOTAL:	**26,420.20**
C. S. ADMINISTRATION		
AMAZON CAPITAL SERVICES INC	FY 22-23 COMM SVC ITEMS FOR MEETINGS AND TRAININGS	199.89
YMCA OF ORANGE COUNTY	FEB-JUN'23 YMCA GRANT 2ND INSTALLMENT	6,109.44
TRAUMA INTERVENTION PROGRAMS, INC	FY23-24 CAG-TIP	6,024.00
SOUTH COUNTY OUTREACH	JAN-JUN'23 COMMUNITY ASSIST. GRANT 2ND INSTALLMENT	2,500.00
CALPERS HEALTH	AUG'23-DP-HEALTH PREMIUM	151.00
CALPERS HEALTH	AUG'23-HW-HEALTH PREMIUM	151.00
CA PARK & RECREATION SOCIETY DISTRICT X	FY23-24 REC DEPT-CPRS MEMBERSHIP RENEWAL	1,685.00
ADVANTAGE MAILING, LLC	FALL 2023 COMMUNITY CONNECTION	12,940.99
US BANK PURCHASING CARD PROGRAM	EM 7/17 FUN EXPRESS - TREE LIGHTING CRAFTS	2,937.51
US BANK PURCHASING CARD PROGRAM	JNL 7/15 PARTY CITY TREE LIGHTING EVENT SUPPLIES	1,099.06
US BANK PURCHASING CARD PROGRAM	MO 6/30 META ADS-SUMMER CAMPS 2023	21.08
	C. S. ADMINISTRATION TOTAL:	**33,818.97**

Vendor Name	Description (Item)	Amount
IGLESIA PARK		
PV MAINTENANCE INC	JUN'23 IGLESIA PARK MAINTENANCE	979.00
PV MAINTENANCE INC	JUN'23 IGLESIA PARK MAINTENANCE	15,696.83
NIEVES LANDSCAPE INC	JUN'23 IGLESIA PARK VALVE BOX REPLACEMENT	782.33
SO CAL EDISON	JUN'23 ACCT#7997 IGLESIA PARK	148.15
GREAT SCOTT TREE SERVICE, INC	JUN'23 IGLESIA PARK TREE REMOVALS	4,140.00
NIEVES LANDSCAPE INC	JUL'23 IGLESIA LANDSCAPE SERVICES	6,846.00
	IGLESIA PARK TOTAL:	**28,592.31**
IGLESIA BUILDING		
PV MAINTENANCE INC	JUN'23 IGLESIA PARK CC MAINTENANCE	386.00
ZAPP PEST MANAGEMENT	JUN'23 PEST CONTROL SERVICES IGLESIA PARK	75.00
SO CAL EDISON	JUN'23 ACCT#7997 IGLESIA BLDG	1,906.93
TEAM ONE MANAGEMENT SERVICES	JUL'23 IGLESIA JANITORIAL SERVICES	950.00
ZAPP PEST MANAGEMENT	JUL'23 PEST CONTROL SERVICES IGLESIA	75.00
	IGLESIA BUILDING TOTAL:	**3,392.93**
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	JUN'23 ELEMENTARY & TEEN KEYSTONE PROGRAM	13,144.02
	IGLESIA PARK COMMUNITY CENTER TOTAL:	**13,144.02**
PLANNING		
CALPERS RETIREMENT	FY22-23 CLASSIC PERS 1959 SURVIVOR BENEFIT	5.50
CALPERS RETIREMENT	FY22-23 PEPRA PERS 1959 SURVIVOR BENEFIT	10.50
CALPERS RETIREMENT	FY23-24 CALPERS CLASSIC UAL PMT	12,871.41
CIVIC SOLUTIONS INC	JUN'23 JK GB-PLANNING CONSULTING SERVICES	7,400.00
REBECCA J CAHA	JUN'23 AFFORD. HOUSING CONSULTANT SERVICES	1,575.00
BRIAN JAMES CORNELIUS	JUN-JUL'23 AVTC PLANNING CONSULTATION SERVICES	3,150.00
CALPERS HEALTH	AUG'23-MF-HEALTH PREMIUM	151.00
AMBER GREGG NICHOLAS	JUN'23 HOUSING ELEMENT CONSULTING	2,475.00
	PLANNING TOTAL:	**27,638.41**
BUILDING		
CALPERS RETIREMENT	FY22-23 PEPRA PERS 1959 SURVIVOR BENEFIT	11.00
ECS IMAGING INC	FY22-23 BUILDING SCANNING SERVICES	12,396.14
CHARLES ABBOTT ASSOC INC	JUN'23 CAA BUILDING SERVICES	52,379.01
US BANK PURCHASING CARD PROGRAM	SK 10/24/23 CALBO TRAINING FOR CANDY AND SUSAN	470.00
	BUILDING TOTAL:	**65,256.15**
CODE ENFORCEMENT		
US BANK PURCHASING CARD PROGRAM	DL 6/14 MANHATTAN STITCHING-PLANNING-JP-UNIFORM	158.91
CHARLES ABBOTT ASSOC INC	JUN'23 CAA CODE ENFORCEMENT	9,153.76
	CODE ENFORCEMENT TOTAL:	**9,312.67**
ENGINEERING (GENERAL)		
CALPERS RETIREMENT	FY22-23 CLASSIC PERS 1959 SURVIVOR BENEFIT	6.00
CALPERS RETIREMENT	FY22-23 PEPRA PERS 1959 SURVIVOR BENEFIT	17.50
CALPERS RETIREMENT	FY23-24 CALPERS CLASSIC UAL PMT	8,148.47
AT&T	JUN'23 PW TABLETS	120.72
RICHARD FISHER ASSOCIATES	JUN'23 LANDSCAPE INSPECTION SERVICES	9,056.87
ADVANTEC CONSULTING ENGINEERS, INC	FY 22-23 SUSTAINABLE COMMUNITIES GRANT ASSISTANCE	6,818.75
ADVANTEC CONSULTING ENGINEERS, INC	FY 22-23 SUSTAINABLE COMMUNITIES GRANT ASSISTANCE	3,165.00
AT&T	JUL'23 PW TABLETS	120.72
CHARLES ABBOTT ASSOC INC	JUN'23 CAA NPDES COSTS	11,954.47
CHARLES ABBOTT ASSOC INC	JUN'23 CAA SOLID WASTE	4,311.76
CHARLES ABBOTT ASSOC INC	JUN'23 CAA PW ENGINEERING-ADMIN	2,609.62
US BANK PURCHASING CARD PROGRAM	KB 7/02 AMAZON-FLUKE NON CONTACT ELECTRICAL TESTER	30.06
COUNTY OF ORANGE	JAN-JUN'23 JO1P28 CLEAR CREEK MAINT SHARED COST	21,495.28
US BANK PURCHASING CARD PROGRAM	SP 8/07/23 SOCCE AUGUST MEETING	50.00
US BANK PURCHASING CARD PROGRAM	SP 8/27/23 APWA CONFERENCE REGISTRATION	829.00
	ENGINEERING (GENERAL) TOTAL:	**68,734.22**
STREET MAINTENANCE		
PV MAINTENANCE INC	JUN' 23 PVM STREET MAINTENANCE	16,783.88
PV MAINTENANCE INC	JUN'23 ANHS GRADUATION EVT-PVM SUPPORT	7,025.00
CHARLES ABBOTT ASSOC INC	JUN'23 CAA STREET MAINTENANCE	2,216.50
	STREET MAINTENANCE TOTAL:	**26,025.38**
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	JUN'23 LAW ENFORCEMENT CONTRACT	798,643.94

Vendor Name	Description (Item)	Amount
COUNTY OF ORANGE	JUN'23 EARLY PAYMENT CREDIT	(804.18)
COUNTY OF ORANGE	JUN'23 OCSD YEAR END TRUE UP	(504,749.68)
COUNTY OF ORANGE	JUN'23 IN CAR VIDEO	7,823.85
COUNTY OF ORANGE	JUN'23 BODY WORN CAMERA	13,912.44
COUNTY OF ORANGE	JUL'23 LAW ENFRCMNT |BODY CAMERAS | IN-CAR VIDEO	816,072.59
COUNTY OF ORANGE	JUL'23 L.E. EARLY PAYMENT DISCOUNT - 0.25%	(2,055.01)
	LAW ENFORCEMENT-CONTRACT TOTAL:	**1,128,843.95**
LAW ENFORCEMENT-OTHER		
AT&T	JUN'23 PAL PHONE LINE	45.33
AT&T	JUL'23 PAL PHONE LINE	45.32
J&M TROPHIES INC	PLAQUE & BADGE - S.BAKER & A. VILLANUEVA	51.72
	LAW ENFORCEMENT-OTHER TOTAL:	**142.37**
CRIME PREVENTION		
ALISO VIEJO SELF STORAGE	JUL-SEP'23 RENTAL STORAGE UNIT #75	1,275.00
	CRIME PREVENTION TOTAL:	**1,275.00**
EOC		
STAPLES ADVANTAGE	JUN'23 EOC OFFICE SUPPLIES	261.21
US BANK PURCHASING CARD PROGRAM	SL 6/22 QR CODE-GENERATOR ACCOUNT	166.85
	EOC TOTAL:	**428.06**
	GENERAL FUND TOTAL:	**1,689,925.37**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
ZAPP PEST MANAGEMENT	JUN'23 PEST CONTROL SERVICES CITY HALL	75.00
SO CAL EDISON	JUN'23 ACCT#7189 CITY HALL	8,363.10
MOULTON NIGUEL WATER DIST	MAR'23 MTR#7181 38 COLONIAL CLOSING INV|ACCT#11287	22.77
REDNIGHT CONSULTING, INC	CLEANING REIMBURSEMENT	860.00
TEAM ONE MANAGEMENT SERVICES	JUL'23 CH JANITORIAL SERVICES	3,500.00
ZAPP PEST MANAGEMENT	JUL'23 PEST CONTROL SERVICES CH	75.00
GORM, INC	JUL'23 CH JANITORIAL PRODUCTS	102.80
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	JUL'23 CH LAMPS FOR 2ND FLOOR - HPS ASSOC	310.32
FOSTERS' GARDENS INC	JUL'23 CH PLANT MAINTENANCE	115.00
NIEVES LANDSCAPE INC	JUL'23 CH LANDSCAPE SERVICES	678.00
THURSTON ELEVATOR CONCEPTS INC	JUL'23 CH-ELEVATOR MAINTENANCE	134.00
ALISO VIEJO COMMUNITY ASSOCIATION	JUL-SEP'23 CH MASTER HOA FEES	1,787.77
MOULTON NIGUEL WATER DIST	MAY'23 METER#6010 CITYHALL ACCT#65407	169.99
MOULTON NIGUEL WATER DIST	MAY'23 METER#7051 CITYHALL ACCT#65408	336.23
MOULTON NIGUEL WATER DIST	MAY'23 METER#8510 CITYHALL ACCT#65406	166.34
	NON-DEPARTMENTAL TOTAL:	**16,696.32**
	GEN. FD-CITY HALL TOTAL:	**16,696.32**
103 - GF-AV RECREATION SERVICES		
GLENDA SINO-CRUZ	REFUND FOR WRONG CARD CHARGE	180.00
GLENDA SINO-CRUZ	REFUND FOR WRONG CARD CHARGE	20.00
DAYNA FUHRMAN	REFUND NON-RESIDENT FEE	10.00
DAYNA FUHRMAN	REFUND ADMIN FEE	5.00
DAYNA FUHRMAN	REFUND CITY DAY CAMP ENROLLMENT	280.00
DAYNA FUHRMAN	REFUND FEE	(50.00)
JENNIFER ROTTLER	CHECK REFUND - CONTRACT CLASSES	131.00
		576.00
RECREATION SERVICES		
CALPERS RETIREMENT	FY22-23 PEPRA PERS 1959 SURVIVOR BENEFIT	37.50
WADORYU USA INC	SUMMER2023-RSU073 KARATE-2 PARTICIPANTS	98.00
CAPISTRANO UNIFIED SCHOOL DISTRICT	2/11-4/01 SKYHAWKS MULTISPORT CUSD FACILITY PERMIT	173.76
GARDAWORLD	JUL'23 AVR CASH COURIER SERVICE	413.62
CAPISTRANO UNIFIED SCHOOL DISTRICT	2/19/23-4/2/23 AVMS FACILITY PERMIT SUPER SOCCER	554.54
CAPISTRANO UNIFIED SCHOOL DISTRICT	2/5/23-2/19/23 AVMS FACILITY PERMIT BREAKTHRU HOOP	11.25
CAPISTRANO UNIFIED SCHOOL DISTRICT	2/12/23-4/2/23 AVMS FACIL PERMIT BREAKTHRU BASKETB	26.25
CAPISTRANO UNIFIED SCHOOL DISTRICT	2/19/23-4/2/23 AVMS FACILITY PERMIT TINYJRHSTENNIS	133.67
ZAPP PEST MANAGEMENT	JUN'23 PEST CONTROL SERVICES RANCH	95.00
AMAZON CAPITAL SERVICES INC	FY 22-23 AV RANCH FACILITY SUPPLIES	273.65
CAPISTRANO UNIFIED SCHOOL DISTRICT	06/08-06/30/23 FACILITY PERMIT CULINARY KIDS	251.32

Vendor Name	Description (Item)	Amount
GARDAWORLD	JUN'23 AVR CASH COURIER SERVICE - EXCESSIVE TIME	13.98
AT&T	JUN'23 REC PHONE LINES	181.14
AT&T	JUN'23 REC TABLETS	40.24
TEAM ONE MANAGEMENT SERVICES	JUN'23 RANCH+FARM JANITORIAL SERVICES	5,720.00
ENTRY CONTROL, INC	JUN'23 RANCH KEY HARDWARE	70.35
RICOH USA	APR-JUN'23 RICOH C2500 (AVR)-COPIES	542.69
JOY E. TORRES	SUMMER2023-RSU108/106 YOGA-10 PARTICIPANTS	489.60
KIMBERLY DOWNEY ESMOND	SUMMER2023-RSU024/001 HIP HOP/BALLET-7 PARTICIPANT	247.80
KIMBERLY KRANTZ	SUMMER2023-RSU054 POETRY WRITING-5 PARTICIPANTS	135.00
PREMIER AQUATIC SERVICES	SUMMER2023-PAK004/PAM004 SWIM CAMP-12 PARTICIPANTS	2,457.00
BEELER AQUATICS, INC	SUMMER2023-BCL005 BEACH CAMP-1 PARTICIPANT	344.32
TLP EDUCATION LLC	SUMMER2023-TLP001 PRESCHOOL SPANISH-4 PARTICIPANTS	464.40
JOHN DAVID ALLEN JR	SUMMER2023-JAT002 TENNIS CAMP-20 PARTICIPANTS	1,302.00
LAURELINDA HAUKSSON	SUM23-PAE039/022/024/017/020/006/036/042-64 PARTIC	10,230.60
SKYHAWKS SPORTS ACADEMY, INC	SUMMER2023-SKY010 GOLF CAMP-10 PARTICIPANTS	1,056.00
PREMIER AQUATIC SERVICES	SUMMER2023-PAK005/PAM005 SWIM CAMP-29 PARTICIPANT	7,346.25
ROUND STAR WEST, LLC	SUMMER2023-SSS005 SOCCER CAMP-6 PARTICIPANTS	1,144.80
CULINARY COOKINGS KIDS LLC	SUMMER2023-CKC004 CULINARY KIDS-27 PARTICIPANTS	3,240.00
TIMOTHY DANA BOWEN	SUMMER2023-PWT005/004/006 LEGO-24 PARTICIPANTS	3,708.00
JENNIFER BALES	SUMMER2023-TTS004 CAMP STAGE PLAY-7 PARTICIPANTS	885.00
ERNA VAN DYK	SUMMER2023-RSU162 WATERCOLORS-2 PARTICIPANTS	42.00
BIONERDS	SUMMER2023-BIN009/008/007/LATE BIONERD-18 PARTICI	2,505.60
KIMBERLY DOWNEY ESMOND	SUMMER2023-OCD005 PRINCESS ACADEMY-7 PARTICIPANTS	625.80
M B B & D LLC	SUMMER2023-CNJ006 CODE YOUR ROBOT-4 PARTICIPANTS	542.40
BREAKTHROUGH SPORTS LLC	SUMMER2023-BTS005/004 BASKETBALL-13 PARTICIPANTS	1,680.00
LAURELINDA HAUKSSON	SUMMER23-PAE57/72/74/60/45/LATE/LATE/62-47 PARTIC	6,653.20
BEELER AQUATICS, INC	SUMMER2023-BCL004 BEACH CAMP-1 PARTICIPANT	230.40
ERNA VAN DYK	SUMMER2023-RSU160 WATERCOLORS-2 PARTICIPANTS	42.00
NIEVES LANDSCAPE INC	JUN'23 RANCH YARD AREA WEED CLEARING	620.00
STAPLES ADVANTAGE	JUN'23 RCS OFFICE SUPPLIES	361.36
SO CAL EDISON	JUN'23 ACCT #6247 RANCH - ELECTIRCAL UTILITIES	1,898.03
SO CAL EDISON	JUN'23 ACCT#4551 FARM	1,097.31
AT&T	JUN'23 AVR-ALARM/POTS LINE	736.77
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 10 LINENS #06-040738	136.08
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 9 LINENS #06-042297	122.47
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 25 LINENS #06-040329	340.20
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 25 LINENS #06-040330	340.20
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 26 LINENS #06-040923	353.81
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 26 LINENS #06-040289	353.81
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 29 LINENS #06-041450	394.63
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 2 LINENS #05-042379	27.22
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 2 LINENS #05-042179	25.70
PRESS-TIGE ENTERPRISES INC	MAY-JUN'23 DRY CLEANING SVCS- 22 LINENS #05-041844	299.38
AT&T	JUL'23 ACCT#2566 AVR AT&T INTERNET	1,009.89
ZAPP PEST MANAGEMENT	JUL'23 PEST CONTROL SERVICES AVR	95.00
DS SERVICES OF AMERICA, INC	7/5/23 AVR BOTTLED WATER SERVICES	79.13
AT&T	JUL'23 REC TABLET	40.24
AT&T	JUL'23 REC PHONE LINES	181.24
CIVICPLUS INC	FY 23-24 CIVIC REC ANNUAL RENEWAL	4,500.00
FOSTERS' GARDENS INC	JUL'23 AVR INTERIOR PLANT MAINTENANCE	110.00
CINTAS CORPORATION NO. 2	JUL'23 AVR FIRST AID SUPPLIES	150.79
TUMBLE-N-KIDS, INC	SUMMER2023-RSU032/006/005GYMNASTICS-16 PARTICIPANT	1,032.00
JENNIFER BALES	SUMMER2023-TTS007/TTS006/RSU004 SONG-18 PARTICIPAN	2,037.00
RONALD GORMAN	SUMMER2023-RSU028 GUITAR & UKULELE-9 PARTICIPANTS	561.60
BREAKTHROUGH SPORTS LLC	SUMMER2023-BTS011 ALL SPORTS CAMP-21 PARTICIPANTS	2,719.80
CAROLYN WOJCIECHOWSKI	SUM23-RSU058/061/142/096/099 DANCE-45 PARTICIPANTS	822.00
CAPISTRANO UNIFIED SCHOOL DISTRICT	JUN'23 CUSD TRANSPORTATION - SUMMER CAMP	3,318.75
BREAKTHROUGH SPORTS LLC	CREDIT-SUMMER2023-BTS011 ALL SPORTS CAMP-1 PARTICI	(93.00)
BREAKTHROUGH SPORTS LLC	SUMMER2023-BTS012 ALL SPORTS CAMP-13 PARTICIPANTS	1,621.20
PREMIER AQUATIC SERVICES	SUMMER2023-PAB003/PAK006/PAM006SWIM-31 PARTICIPANT	8,658.75
LAURELINDA HAUKSSON	SUM23-34/77/31/28/65/LATE/11/55/49/52-76 PARTICIPA	11,726.60
SKYHAWKS SPORTS ACADEMY, INC	SUMMER2023-SKY008 FLAG FOOTBALL-20 PARTICIPANTS	2,220.00
CORAL BAY HOME LOANS	SUMMER2023-SKT003/SKT004SKATEBOARD-20 PARTICIPANTS	2,937.60
CULINARY COOKINGS KIDS LLC	SUMMER2023-CKC005 CULINARY KIDS-27 PARTICIPANTS	3,270.00
BEELER AQUATICS, INC	SUMMER2023-BCL006/LMS006 BEACH CAMP-4 PARTICIPANTS	720.00

Vendor Name	Description (Item)	Amount
FITNESS WITH FLAVOR LLC	SUMMER2023-FWF002 HIP HOP-22 PARTICIPANTS	4,659.00
BREAKTHROUGH SPORTS LLC	SUMMER2023-BTS007/006 BASKETBALL-41 PARTICIPANTS	6,279.60
NIEVES LANDSCAPE INC	JUL'23 AVR LANDSCAPE SERVICES	2,262.67
US BANK PURCHASING CARD PROGRAM	KB 7/18 AMAZON - RANCH SCREEN DOOR CLOSURE	17.88
US BANK PURCHASING CARD PROGRAM	KB 7/14 THE HOME DEPOT - RANCH HARDWARE FOR DOORS	36.21
US BANK PURCHASING CARD PROGRAM	KB 7/20 THE HOMEDEPOT - LOCATOR FLAGS RANCH STAFF	12.80
MOULTON NIGUEL WATER DIST	MAY'23 METER#0819 FARM ACCT#104515	133.65
MOULTON NIGUEL WATER DIST	MAY'23 METER#0819 FARM ACCT#104515	123.69
MOULTON NIGUEL WATER DIST	MAY'23 METER#0958RANCH ACCT#104986	203.07
MOULTON NIGUEL WATER DIST	MAY'23 METER#0973 RANCH ACCT#105234	88.13
MOULTON NIGUEL WATER DIST	MAY'23 METER#5356 RANCH ACCT#104935	336.23
MOULTON NIGUEL WATER DIST	MAY'23 METER#7892/6534RANCH ACCT#104936	634.46
	RECREATION SERVICES TOTAL:	**123,622.08**
	GF-AV RECREATION SERVICES TOTAL:	**124,198.08**

203 - GAS TAX

TRAFFIC ENGINEERING

WOOD RODGERS, INC	JUN'23 STORM DRAIN CONDITION ASSESSMENT	53,065.14
HARTZOG & CRABILL INC	JUN'23 TRAFFIC SIGNAL MONITORING	1,781.25
	TRAFFIC ENGINEERING TOTAL:	**54,846.39**

STREET MAINTENANCE

PV MAINTENANCE INC	JUN' 23 PVM STREET MAINTENANCE (GAS)	94,554.56
PV MAINTENANCE INC	JUN'23 GOLF & CASMALIA PAVER REPAIR	12,908.03
BEAR ELECTRICAL SOLUTIONS INC	MAY'23 TRAFFIC SIGNAL MAINTENANCE RESPONSE	8,356.55
BEAR ELECTRICAL SOLUTIONS INC	MAY'23 TRAFFIC SIGNAL MAINTENANCE ROUTINE	3,162.60
BEAR ELECTRICAL SOLUTIONS INC	JUN'23 TRAFFIC SIGNAL RESPONSE	7,926.67
BEAR ELECTRICAL SOLUTIONS INC	JUN'23 TRAFFIC SIGNAL MAINTENANCE ROUTINE	3,162.60
SO CAL EDISON	JUN'23 ACCT#2125 GS1 MEDIANS	90.39
SO CAL EDISON	JUN'23 ACCT#6377 LS2 ST LIGHTS	1,347.06
SO CAL EDISON	JUN'23 ACCT#7241 LS1 ST LIGHTS	17,098.92
SO CAL EDISON	JUN'23 ACCT#8254 TC1 ST LGHTS	3,734.00
SCA OF CA LLC	JUN'23 STREET SWEEPING SERVICES	8,668.66
NIEVES LANDSCAPE INC	JUL'23 MEDIANS LANDSCAPE SERVICES	1,586.00
MOULTON NIGUEL WATER DIST	MAY'23 METER#2066 MEDIAN ACCT#65346	119.35
MOULTON NIGUEL WATER DIST	MAY'23 METER#6544 MEDIAN ACCT#64615	85.59
MOULTON NIGUEL WATER DIST	MAY'23 METER#8838 MEDIAN ACCT#64613	85.59
	STREET MAINTENANCE TOTAL:	**162,886.57**
	GAS TAX TOTAL:	**217,732.96**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	JUL'23 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,843.00
COUNTY OF ORANGE	JUN'23 MDC RECURRING COSTS	4,043.58
COUNTY OF ORANGE	JUN'23 MOTORCYCLE REPLACEMENT COSTS	65.92
COUNTY OF ORANGE	JUN'23 E-CITATION REPLACEMENT COSTS	91.82
COUNTY OF ORANGE	JUN'23 E-CITATION RECURRING COSTS	291.45
COUNTY OF ORANGE	JUN'23 MDC REPLACEMENT COSTS	1,550.49
COUNTY OF ORANGE	JUL'23 ECITATIONS|MTRCYCLE REPLCMNT|MOBILE DATA	5,932.50
	LAW ENFORCEMENT-OTHER TOTAL:	**13,818.76**
	PUBLIC SAFETY GRANTS TOTAL:	**13,818.76**

231 - OTHER GRANTS

OTHER GRANTS

TYLER TECHNOLOGIES-INCODE DIVISION	5/10-5/31/23 TYLER SOLARAPP IMPLEMENTATION	1,833.75
TYLER TECHNOLOGIES-INCODE DIVISION	6/1-6/29/23 TYLER SOLARAPP IMPLEMENTATION	2,102.50
GO LIVE TECHNOLOGY INC	JAN'23 SOLAR APP IMPLEMENTATION	2,700.00
GO LIVE TECHNOLOGY INC	FEB'23 SOLAR APP IMPLEMENTATION	1,200.00
GO LIVE TECHNOLOGY INC	APR'23 SOLAR APP IMPLEMENTATION	810.00
GO LIVE TECHNOLOGY INC	MAY'23 SOLAR APP IMPLEMENTATION	1,215.00

Vendor Name	Description (Item)	Amount
GO LIVE TECHNOLOGY INC	JUN'23 SOLAR APP IMPLEMENTATION	1,147.50
	OTHER GRANTS TOTAL:	**11,008.75**
	OTHER GRANTS TOTAL:	**11,008.75**

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

ERIC WINTER	JUN'23-CC MTG 6/7 & ADMIN	444.96
	GEN-TECHNOLOGY GRANTS TOTAL:	**444.96**
	TECHNOLOGY FUND TOTAL:	**444.96**

251 - FEDERAL GRANTS

OTHER GRANTS

ATLAS PLANNING SOLUTIONS	JUN'23 HAZARD MITIGATION CONSULTANT SERVICES	10,660.00
FAIR HOUSING FOUNDATION	APR-JUN'23 CDBG PROFESSIONAL SERVICES	952.84
	OTHER GRANTS TOTAL:	**11,612.84**

GEN-FEDERAL GRANT

MIKE LINARES INC	APR'23 CDBG CONSULTANT SERVICES	1,320.00
MIKE LINARES INC	MAY'23 CDBG CONSULTANT SERVICES	1,925.00
MIKE LINARES INC	JUN'23 CDBG CONSULTANT SERVICES	1,760.00
MIKE LINARES INC	OCT'22 CDBG CONSULTANT SERVICES	770.00
MIKE LINARES INC	NOV'22 CDBG CONSULTANT SERVICES	715.00
MIKE LINARES INC	JAN'23 CDBG CONSULTANT SERVICES	1,155.00
MIKE LINARES INC	MAR'23 CDBG CONSULTANT SERVICES	1,045.00
MIKE LINARES INC	CDBG PROFESSIONAL SVCS 5-YEAR CONSOLIDATED PLAN	29,500.00
FAMILY ASSISTANCE MINISTRIES	APR-JUN'23 Q4 CDBG PROFESSIONAL SERVICES	1,390.00
YMCA OF ORANGE COUNTY	FY22-23 Q4 CDBG-CV PROFESSIONAL SERVICES	7,775.90
FAMILY ASSISTANCE MINISTRIES	JUL-SEP'22 Q1 CDBG FAM BRIDGE/TRANSITIONAL HOUSING	1,842.25
FAMILY ASSISTANCE MINISTRIES	JUL-SEP'22 CDBG-CV HUNGER AND HOMELESS PREVENTION	2,670.86
	GEN-FEDERAL GRANT TOTAL:	**51,869.01**
	FEDERAL GRANTS TOTAL:	**63,481.85**

261 - CITY FAC.-AQUATIC CENTER

GEN-AQUATIC CENTER

PV MAINTENANCE INC	JUN'23 AQC MAINTENANCE - SIDEWALKS	1,471.53
GARDAWORLD	JUL'23 AQC CASH COURIER SERVICE	476.24
ZAPP PEST MANAGEMENT	JUN'23 PEST CONTROL SERVICES AQC	75.00
NIEVES LANDSCAPE INC	JUN'23 AQUATIC CENTER BACKFLOW REPAIR	607.53
NIEVES LANDSCAPE INC	JUN'23 AQC PLANTS	843.79
HASA INC	JUN'23 AQC POOL CHEMICALS CHLORINE	1,584.63
THE GAS COMPANY	JUN'23 ACCT#5164	2,911.38
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC 6/27 COSTCO- CONCESSIONS FACILITY	126.02
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC 6/20 COSTCO-WATER FOR CONCESSIONS	11.98
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC6/6 AMAZON-PROTECTION PLAN WALKIES	55.99
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC 6/6 AMAZON- WALKIE TALKIES	794.88
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC 6/19 ALPHA WATERS- ACID FOR POOL	323.34
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC 6/08 DOLLAR TREE- PENS FOR OFFICE	1.35
PREMIER AQUATIC SERVICES	JUN'23 6/5 STAPLES-SWIM TEAM MTLS &OFFICE SUPPLIES	12.61
PREMIER AQUATIC SERVICES	JUN'23 REIMB 6/5 TJ MAXX/HOMEGOODS- CLOCK REC POOL	18.31
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC 6/9 STAPLES- PRINTER TONER	107.73
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC 6/8 STAPLES- INK FOR PRINTER	53.86
PREMIER AQUATIC SERVICES	JUN'23 6/8 AMAZON-ALOE VERA HAIR TIES & DOOR STOPS	26.85
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC 6/13 COSTCO- DOLLY MOVING EQUIP	179.54
PREMIER AQUATIC SERVICES	JUN'23 REIMB AQC 6/8 AMAZON- POOL NOODLES	25.85
ZAPP PEST MANAGEMENT	JUL'23 MONTHLY PEST CONTROL SERVICES AQC	75.00
TEAM ONE MANAGEMENT SERVICES	JUL'23 AQC JANITORIAL SERVICES	2,188.23
NIEVES LANDSCAPE INC	JUL'23 AQC LANDSCAPE SERVICES	912.48
HASA INC	JUL'23 AQC POOL CHEMICALS CHLORINE & ACID	862.44
COX COMMUNICATIONS, INC	JUL'23 ACCT#6701 AQC INTERNET	502.76
US BANK PURCHASING CARD PROGRAM	KB 7/14 SCP DISTRIBUTORS - FLOW METERS FOR AQC	411.88
US BANK PURCHASING CARD PROGRAM	KB 7/13 AMAZON - MOTOR LUBE	25.80
US BANK PURCHASING CARD PROGRAM	KB 7/12 THE HOME DEPOT - BRASS PLUGS FOR AQC	13.70
US BANK PURCHASING CARD PROGRAM	KB 6/26 AMAZON - SAFETY GLASSES FOR AQC	75.43
MOULTON NIGUEL WATER DIST	MAY'23 METER#2996AQC ACCT#64096	233.49

Vendor Name	Description (Item)	Amount
MOULTON NIGUEL WATER DIST	MAY'23 METER#6054 AQC ACCT#64095	372.08
	GEN-AQUATIC CENTER TOTAL:	**15,381.70**
	CITY FAC.-AQUATIC CENTER TOTAL:	**15,381.70**
311 - STREET IMPROVEMENTS		
TRAFFICE SAFETY		
HARTZOG & CRABILL INC	JUN'23 #130 ALISO CREEK TRAFFIC SIGNAL SYNC	2,937.50
	TRAFFICE SAFETY TOTAL:	**2,937.50**
STREETS & HIGHWAYS		
GMU GEOTECHNICAL INC	FEB-MAR'23 ENTERPRISE REHAB PHASE II PAVEMENT EVAL	10,272.45
	STREETS & HIGHWAYS TOTAL:	**10,272.45**
	STREET IMPROVEMENTS TOTAL:	**13,209.95**
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
DIRECT SOURCE COMMUNICATION INC	JUL'23 AV RANCH FIBER PROJECT	18,478.00
RICHARD FISHER ASSOCIATES	JUN'23 CH LANDCAPE DESIGN SERVICES	29,152.62
THIRTIETH STREET ARCHITECTS INC	FEB-JUN'23 AVR HISTORICAL DISPLAY PANELS	43,238.00
	CAPITAL IMPROVEMENTS TOTAL:	**90,868.62**
	CAPITAL IMPROVEMENTS TOTAL:	**90,868.62**
332 - STORM WATER		
DRAINAGE IMPROVEMENTS		
PV MAINTENANCE INC	JUN'23 #030 WOOD CANYON WETLANDS MAINTENANCE	6,066.00
PV MAINTENANCE INC	JUN'23 #091 DAIRY FORK WETLAND MAINTENANCE	13,627.50
	DRAINAGE IMPROVEMENTS TOTAL:	**19,693.50**
	STORM WATER TOTAL:	**19,693.50**
731 - CFD 2005-01		
TRUST FUND		
KOPPEL & GRUBER PUBLIC FIN.	APR-JUN'23 CFD ADMIN SERVICES	2,143.45
	TRUST FUND TOTAL:	**2,143.45**
	CFD 2005-01 TOTAL:	**2,143.45**
	GRAND TOTAL:	**2,278,604.27**

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,689,925.37	1,689,925.37
102 - GEN. FD-CITY HALL	16,696.32	16,696.32
103 - GF-AV RECREATION SERVICES	124,198.08	124,198.08
203 - GAS TAX	217,732.96	217,732.96
215 - PUBLIC SAFETY GRANTS	13,818.76	13,818.76
231 - OTHER GRANTS	11,008.75	11,008.75
241 - TECHNOLOGY FUND	444.96	444.96
251 - FEDERAL GRANTS	63,481.85	63,481.85
261 - CITY FAC.-AQUATIC CENTER	15,381.70	15,381.70
311 - STREET IMPROVEMENTS	13,209.95	13,209.95
331 - CAPITAL IMPROVEMENTS	90,868.62	90,868.62
332 - STORM WATER	19,693.50	19,693.50
731 - CFD 2005-01	2,143.45	2,143.45
Grand Total:	**2,278,604.27**	**2,278,604.27**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,689,925.37
102 - GEN. FD-CITY HALL	16,696.32
103 - GF-AV RECREATION SERVICES	124,198.08
203 - GAS TAX	217,732.96
215 - PUBLIC SAFETY GRANTS	13,818.76
231 - OTHER GRANTS	11,008.75
241 - TECHNOLOGY FUND	444.96
251 - FEDERAL GRANTS	63,481.85
261 - CITY FAC.-AQUATIC CENTER	15,381.70
311 - STREET IMPROVEMENTS	13,209.95
331 - CAPITAL IMPROVEMENTS	90,868.62
332 - STORM WATER	19,693.50
731 - CFD 2005-01	2,143.45
Grand Total:	**2,278,604.27**

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	5,144.79
101-2505-000	DENTAL INSURANCE PAY	1,933.76
101-2506-000	MEDICAL INSURANCE PA	24,161.84
101-2507-000	LIFE INSURANCE PAYABL	1,448.50
101-2508-000	VISION INSURANCE PAYA	313.84
101-2510-000	PERS PAYABLE	22,386.97
101-2601-000	REFUNDABLE DEPOSIT	3,000.00
101-2602-000	PLANNING DEPOSIT	4,657.20
101-2603-000	ENGINEERING DEPOSIT	4,084.37
101-2606-000	C & D DEPOSIT	3,750.00
101-37505	INFORMATION TECHNOL	-300.00
101-4-1101-4201-000	RETIREMENT	12.00
101-4-1101-4206-000	MEDICAL INSURANCE	151.00
101-4-1101-4511-000	COMMUNICATION	473.30
101-4-1101-4520-000	MTGS/CONF./TRNG & D	892.24
101-4-1501-4201-000	RETIREMENT	20,574.53
101-4-1501-4206-000	MEDICAL INSURANCE	151.00
101-4-1501-4225-000	VEHICLE/CELL	335.00
101-4-1501-4511-000	COMMUNICATION	201.38
101-4-1501-4520-000	MTGS/CONF./TRNG & D	1,392.56
101-4-1502-4302-000	ECONOMIC DEVELOPME	2,555.38
101-4-1503-4201-000	RETIREMENT	6.00
101-4-1503-4309-000	OTHER CONTRACTUAL S	860.00
101-4-1503-4601-000	SUPPLIES	38.22
101-4-1601-4201-000	RETIREMENT	17,067.99
101-4-1601-4303-000	LEGAL NOTICES	694.40
101-4-1601-4601-000	SUPPLIES	100.16
101-4-2101-4304-000	LEGAL SERVICES	25,385.10
101-4-2101-4532-000	SPECIAL PROJECTS	26,263.11
101-4-2101-4735-000	LITIGATION	997.69
101-4-2501-4201-000	RETIREMENT	17,645.43
101-4-2501-4301-000	PROFESSIONAL SERVICE	9,590.00
101-4-2501-4305-000	TECHNOLOGY SERVICES	19,154.09
101-4-2501-4309-000	OTHER CONTRACTUAL S	1,847.07
101-4-2501-4601-000	SUPPLIES	531.38
101-4-3101-4201-000	RETIREMENT	10,767.67
101-4-3101-4301-000	PROFESSIONAL SERVICE	3,900.00
101-4-3101-4305-000	TECHNOLOGY SERVICES	7,301.19
101-4-3101-4481-000	COMPUTER EXPENSE	15,831.57
101-4-3101-4520-000	MTGS/CONF./TRNG & D	1,600.00

Account Summary

Account Number	Account Name	Payment Amount
101-4-3501-4301-000	PROFESSIONAL SERVICE	1,449.00
101-4-3501-4306-000	WEBSITE SERVICES	1,041.25
101-4-3501-4431-000	BUILDING & GROUND M	4,583.67
101-4-3501-4471-000	RENT	900.00
101-4-3501-4512-000	POSTAGE	12.40
101-4-3501-4521-000	MEMBERSHIP & DUES	15,551.16
101-4-3501-4522-000	INSURANCE EXPENSES	957.00
101-4-3501-4601-000	SUPPLIES	930.68
101-4-3501-4612-000	OPERATING SUPPLIES	995.04
101-4-4101-4206-000	MEDICAL INSURANCE	302.00
101-4-4101-4501-000	ADVERTISING & PROMO	12,962.07
101-4-4101-4520-000	MTGS/CONF./TRNG & D	199.89
101-4-4101-4521-000	MEMBERSHIP & DUES	1,685.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENT	4,036.57
101-4-4101-4529-000	REC-YOUTH PROGRAMS	6,109.44
101-4-4101-4530-000	COMMUNITY GRANTS	6,024.00
101-4-4101-4533-000	COMMUNITY ASSISTANC	2,500.00
101-4-4102-4411-000	UTILITIES	148.15
101-4-4102-4431-000	BUILDING & GROUND M	28,444.16
101-4-4103-4411-000	UTILITIES	1,906.93
101-4-4103-4431-000	BUILDING & GROUND M	1,486.00
101-4-4104-4529-000	REC-YOUTH PROGRAMS	13,144.02
101-4-4401-4201-000	RETIREMENT	12,887.41
101-4-4401-4206-000	MEDICAL INSURANCE	151.00
101-4-4401-4309-000	OTHER CONTRACTUAL S	8,975.00
101-4-4401-4532-000	SPECIAL PROJECTS	3,150.00
101-4-4401-4732-000	C.S-PLANNING	2,475.00
101-4-4402-4201-000	RETIREMENT	11.00
101-4-4402-4513-000	PRINTING	12,396.14
101-4-4402-4520-000	MTGS/CONF./TRNG & D	470.00
101-4-4402-4751-000	C.S-BUILDING	52,379.01
101-4-4403-4612-000	OPERATING SUPPLIES	158.91
101-4-4403-4761-000	C.S-CODE ENFORCEMEN	9,153.76
101-4-4501-4201-000	RETIREMENT	8,171.97
101-4-4501-4520-000	MTGS/CONF/TRNG & DE	879.00
101-4-4501-4612-000	OPERATING SUPPLIES	271.50
101-4-4501-4701-000	NPDES	33,449.75
101-4-4501-4702-000	AB939-SOLID WASTE	4,311.76
101-4-4501-4741-000	C.S-CITY ENGINEERING	21,650.24
101-4-4503-4771-000	C.S-STREET MAINTENAN	26,025.38
101-4-5101-4308-000	LAW ENFORCEMENT	1,128,843.95
101-4-5102-4511-000	COMMUNICATION	90.65
101-4-5102-4612-000	OPERATING SUPPLIES	51.72
101-4-5103-4471-000	RENT	1,275.00
101-4-5401-4612-000	OPERATING SUPPLIES	428.06
102-4-3501-4411-000	UTILITIES	9,058.43
102-4-3501-4431-000	BUILDING & GROUND M	7,637.89
103-34130	FACILITY RENTAL	200.00
103-34150	OTHER INCOME	15.00
103-34161	CONTRACT CLASSES	131.00
103-34162	CITY CAMP REVENUE	280.00
103-34169	REFUNDS	-50.00
103-4-4105-4201-000	RETIREMENT	37.50
103-4-4105-4305-000	TECHNOLOGY SERVICES	6,789.35
103-4-4105-4309-000	OTHER CONTRACTUAL S	95,793.11
103-4-4105-4411-000	UTILITIES	3,159.92
103-4-4105-4431-000	BUILDING & GROUND M	9,027.11
103-4-4105-4451-000	FARM OPERATING EXPE	1,354.65

Account Summary

Account Number	Account Name	Payment Amount
103-4-4105-4511-000	COMMUNICATION	442.86
103-4-4105-4561-000	TAXES/FEES/PERMITS	427.60
103-4-4105-4570-000	CITY CAMP EXPENSE	3,318.75
103-4-4105-4601-000	SUPPLIES	864.93
103-4-4105-4612-000	OPERATING SUPPLIES	2,406.30
203-4-4502-4301-000	PROFESSIONAL SERVICE	54,846.39
203-4-4503-4411-000	UTILITIES	22,560.90
203-4-4503-4771-000	C.S-STREET MAINTENAN	131,657.01
203-4-4503-4772-000	C.S-STREET SWEEPING	8,668.66
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM	13,818.76
231-4-6131-4309-000	OTHER CONTRACTUAL S	11,008.75
241-4-6141-4309-000	OTHER CONTRACTUAL S	444.96
251-4-6131-4309-000	OTHER CONTRACTUAL S	11,612.84
251-4-6151-4309-000	OTHER CONTRACTUAL S	51,869.01
261-4-6161-7301-000	COST OF F&B	138.00
261-4-6161-7401-000	EQUIPMENT MAINTENA	1,302.25
261-4-6161-7411-000	UTILITIES	4,019.71
261-4-6161-7421-000	BUILDING & GROUND M	6,173.56
261-4-6161-7425-000	POOL MAINTENANCE	2,770.41
261-4-6161-7431-000	SUPPLIES	220.71
261-4-6161-7432-000	MINOR EQUIPMENT	179.54
261-4-6161-7433-000	OPERATING SUPPLIES	101.28
261-4-6161-7445-000	FEES & PERMITS	476.24
311-4-8201-5701-000	CONSTRUCTION	2,937.50
311-4-8301-5501-000	DESIGN	10,272.45
331-4-8701-5910-000	IMPROVEMENTS	90,868.62
332-4-8601-5911-000	REHABILITATION	19,693.50
731-4-7501-4542-000	INTEREST & FISCAL CHG	2,143.45
	Grand Total:	**2,278,604.27**

Project Account Summary

Project Account Key	Payment Amount
None	2,079,519.99
0305911	6,066.00
0495910	61,716.00
0575910	29,152.62
0915911	13,627.50
10004309	10,660.00
10014309	11,008.75
1054701	21,495.28
1285501	10,272.45
1305701	2,937.50
8012101	2,622.60
8014532	4,712.40
9014612	314.80
9244520	150.00
9264520	158.51
9294520	583.73
9934527	1,099.06
9974570	3,318.75
CDBGCV4309	10,446.76
ENG 2230	50.38
ENG 2241	154.84
ENG 2243	645.58
ENG 2247	50.38
ENG 2250	659.00
ENG 2251	622.68
ENG 2253	165.09

Project Account Summary

Project Account Key		Payment Amount
ENG 5003		75.56
ENG 5004		478.55
ENG 5005		50.38
ENG 5049		50.38
ENG 5057		730.42
ENG 5067		151.13
ENG 5073		200.00
USE-2022-00011		4,657.20
	Grand Total:	**2,278,604.27**

City of Aliso Viejo
AGENDA ITEM

DATE: August 16, 2023

TO: Mayor and City Council

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

SUBJECT: TREASURER'S STATEMENT – JUNE 2023

Recommended Action:

Receive and file the June 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:

Attachment 1 – June 2023 Treasurer's Statement

CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT

June 30, 2023

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE	
GENERAL FUND	$ 3,621,799.26	$ 2,138,018.90	$ 1,184,301.67	$ (3,704.97)	$ 4,571,811.52	
TCRF	$ 68,861.61				68,861.61	
GAS TAX FUND	$ 814,102.66	118,423.00	90,539.09		841,986.57	
MEASURE M	$ 935,157.55		2,436.00	(461.79)	932,259.76	
SB1-RMRA	$ 359,709.18	105,085.67			464,794.85	
PUBLIC SAFETY GRANTS	$ 192,108.31		1,904.00		190,204.31	(1)
AIR QUALITY IMPRVMNT FD	$ 1,177,144.78	17,336.29			1,194,481.07	
INTEGRATED WASTE MGMT FD	$ 94,893.51				94,893.51	
OTHER GRANTS	$ (139,453.70)				(139,453.70)	
TECHNOLOGY GRANT	$ 290,506.68		2,284.54		288,222.14	
DEVELOPMENT IMPACT	$ 1,349,361.63				1,349,361.63	
FEDERAL GRANTS	$ (19,064.27)		26,160.15	(1,033.92)	(46,258.34)	
CITY FACILITY - AV CTR	$ 179,758.92				179,758.92	
CITY FACILITY - AQUATIC CTR	$ (165,760.45)	108,286.13	104,303.38		(161,777.70)	
STREET IMPROVEMENTS	$ 6,250.57		112,071.78		(105,821.21)	(2)
CAPITAL IMPROVEMENTS	$ (5,879.42)		32,425.30		(38,304.72)	(2)
STORM WATER	$ 505.34		4,352.00		(3,846.66)	(2)
COP CAPITAL	$ -				-	(2)
COP	$ (5,200.68)			5,200.68	0.00	
AV RANCH FOUNDATION	$ 100.00				100.00	
CFD 2005-01	$ (7,026.45)	1,951.81	3,345.81		(8,420.45)	
RENEWABLE FARMS	$ 74,460.32	38,514.05	46,860.50		66,113.87	
COMMUNITY TRUST	$ 7,212.68		1,800.00		5,412.68	
TOTALS	**$ 8,829,548.03**	**$ 2,527,615.85**	**$ 1,612,784.22**	**$ -**	**$ 9,744,379.66**	

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	$	2,542,916.47
SAVINGS ACCOUNT:	MONEY MARKET	$	25,940.28
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	$	7,175,522.91
	TOTAL CASH		**$ 9,744,379.66**

Years to Maturity for June 2023	1.58
Weighted Average Yield for June 2023	3.330%

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.			**$ 37,719,300.78**
Cash With Fiscal Agent	COPS/CFD 2005-01	4,860,756.19	
Cash With Investment Advisor	City Investments	29,826,434.64	
AV Center		2,758,689.97	
PR Account		270,661.60	
Petty Cash		2,758.38	
	GRAND TOTAL OF CITY FUNDS		**$ 47,463,680.44**

(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.

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Book YTM
Certificates of Deposit	5,145,000.00	4,823,891.55	5,139,029.35	13.89	732	1.75
Corporate Bonds	2,000,000.00	1,934,248.81	2,000,620.00	5.41	365	1.93
LAIF	7,175,522.91	7,175,522.91	7,175,522.91	19.39	1	3.17
U.S. Agencies	10,435,000.00	9,917,211.59	10,067,281.47	27.21	665	3.82
U.S. Treasuries	13,150,000.00	12,509,496.41	12,619,503.82	34.10	807	3.89
	37,905,522.91	**36,360,371.27**	**37,001,957.55**	**100.00**	**578**	**3.33**

Investments

Total Earnings	June 30 Month Ending	Fiscal Year To Date
Current Year	41,856.80	649,101.58
Average Daily Balance	37,735,290.88	33,346,712.09
Book Rate of Return	1.35%	1.95%

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
27002YEX0	EagleBank	03/20/2024	245,000.00	03/20/2020	244,510.00	97.29	238,359.46	0.66%	NR/NR	0.72
	1.550%			1.60%	244,510.00	5.79%	114.45	-6,150.54	NR	0.71
05465DAK4	Axos Bank	03/26/2024	245,000.00	03/26/2020	245,000.00	97.30	238,378.48	0.66%	NR/NR	0.74
	1.650%			1.65%	245,000.00	5.78%	55.38	-6,621.52	NR	0.73
15118RUV7	Celtic Bank	04/17/2024	245,000.00	04/17/2020	245,000.00	96.88	237,346.69	0.66%	NR/NR	0.80
	1.400%			1.40%	245,000.00	5.80%	131.56	-7,653.31	NR	0.79
32110YPS8	First National Bank of America	04/22/2024	245,000.00	04/23/2020	244,522.25	96.70	236,914.75	0.66%	NR/NR	0.81
	1.250%			1.30%	244,522.25	5.82%	75.51	-7,607.50	NR	0.80
15201QDF1	CenterState Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	96.58	236,614.97	0.66%	NR/NR	0.84
	1.200%			1.25%	244,522.25	5.83%	499.40	-7,907.28	NR	0.83
58404DGU9	Medallion Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	96.58	236,614.97	0.66%	NR/NR	0.84
	1.200%			1.25%	244,522.25	5.83%	499.40	-7,907.28	NR	0.83
538036JN5	Live Oak Banking	08/28/2024	245,000.00	02/28/2020	244,529.60	95.71	234,489.55	0.66%	NR/NR	1.16
	1.650%			1.69%	244,529.60	5.66%	332.26	-10,040.05	NR	1.14
856285RU7	State Bank of India	11/27/2024	245,000.00	12/06/2019	245,000.00	95.35	233,616.53	0.66%	NR/NR	1.41
	2.000%			2.00%	245,000.00	5.56%	469.86	-11,383.47	NR	1.38
61760A4F3	Morgan Stanley Private Bank	12/12/2024	245,000.00	12/13/2019	244,416.90	95.16	233,138.10	0.66%	NR/NR	1.45
	1.950%			2.00%	244,416.90	5.52%	248.69	-11,278.80	NR	1.42
61690UUJ7	Morgan Stanley Bank	02/27/2025	245,000.00	02/28/2020	244,416.90	94.30	231,042.52	0.66%	NR/NR	1.67
	1.800%			1.85%	244,416.90	5.47%	1,498.19	-13,374.38	NR	1.62
14042RPG0	Capital One Bank NA	04/08/2025	245,000.00	04/09/2020	244,412.00	93.60	229,321.61	0.66%	NR/NR	1.78
	1.600%			1.65%	244,412.00	5.47%	880.66	-15,090.39	NR	1.73
33847E3J4	Flagstar Bank	05/15/2025	245,000.00	05/15/2020	245,000.00	92.02	225,437.64	0.66%	NR/NR	1.88
	0.900%			0.90%	245,000.00	5.49%	283.93	-19,562.36	NR	1.85
866264DP6	Summit State Bank	05/15/2025	245,000.00	05/18/2020	244,402.20	91.93	225,220.93	0.66%	NR/NR	1.88
	0.850%			0.90%	244,402.20	5.49%	268.16	-19,181.27	NR	1.85
89235MJS1	Toyota Financial Savings Bank	06/30/2025	245,000.00	06/30/2020	245,000.00	91.34	223,791.82	0.66%	NR/NR	2.00
	0.800%			0.73%	245,000.00	5.44%	10.74	-21,208.18	NR	1.98
59013KLQ7	Merrick Bank	12/30/2025	245,000.00	12/30/2020	245,000.00	88.67	217,241.10	0.66%	NR/NR	2.50
	0.550%			0.55%	245,000.00	5.38%	3.69	-27,758.90	NR	2.48
02007GXG3	Ally Bank	08/04/2026	245,000.00	08/04/2022	245,000.00	94.52	231,586.05	0.66%	NR/NR	3.10
	3.450%			3.45%	245,000.00	5.18%	3,404.16	-13,413.95	NR	2.87
90348JR93	UBS Bank USA	08/11/2026	245,000.00	08/11/2021	245,000.00	87.29	213,867.30	0.66%	NR/NR	3.12
	0.950%			0.95%	245,000.00	5.26%	127.53	-31,132.70	NR	3.05
38149MYB3	Goldman Sachs Bank	08/11/2026	245,000.00	08/11/2021	245,000.00	87.55	214,502.03	0.66%	NR/NR	3.12
	1.000%			1.00%	245,000.00	5.24%	939.73	-30,497.97	NR	3.05
254673N44	Discover Bank	07/29/2027	245,000.00	08/03/2022	245,000.00	93.47	229,010.05	0.66%	NR/NR	4.08
	3.500%			3.50%	245,000.00	5.08%	3,594.45	-15,989.95	NR	3.72

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
87164XN93	Synchrony Bank	08/05/2027	245,000.00	08/05/2022	245,000.00	93.45	228,945.36	0.66%	NR/NR	4.10
	3.500%			3.50%	245,000.00	5.08%	3,430.00	-16,054.64	NR	3.73
02589ADQ2	American Express National Bank	08/10/2027	245,000.00	08/12/2022	243,775.00	93.25	228,451.65	0.66%	NR/NR	4.12
	3.450%			3.56%	243,775.00	5.08%	3,265.21	-15,323.35	NR	3.75
					5,139,029.35		**4,823,891.55**	**13.89%**		**2.01**
Total Certificates of Deposit			**5,145,000.00**	**1.75%**	**5,139,029.35**	**5.49%**	**20,132.96**	**-315,137.79**		**1.92**
Corporate Bonds										
594918BQ6	Microsoft	08/08/2023	500,000.00	12/06/2019	503,635.00	99.78	498,916.22	1.36%	Aaa/AAA	0.11
	2.000%	06/08/2023		1.79%	503,635.00	6.58%	3,972.22	-4,718.79	NR	0.09
30231GBC5	Exxon Mobil	08/16/2024	500,000.00	12/12/2019	501,615.00	96.36	481,776.73	1.36%	Aa2/AA-	1.13
	2.019%	07/16/2024		1.95%	501,615.00	5.14%	3,785.62	-19,838.28	NR	1.07
037833DM9	Apple	09/11/2024	500,000.00	12/06/2019	497,165.00	96.13	480,646.15	1.34%	Aaa/AA+	1.20
	1.800%	08/11/2024		1.92%	497,165.00	4.94%	2,750.00	-16,518.85	NR	1.14
64952WDL4	New York Life	01/22/2025	500,000.00	01/22/2020	498,205.00	94.58	472,909.72	1.35%	Aaa/AA+	1.57
	2.000%			2.08%	498,205.00	5.33%	4,416.67	-25,295.28	AAA	1.48
					2,000,620.00		**1,934,248.81**	**5.41%**		**1.00**
Total Corporate Bonds			**2,000,000.00**	**1.93%**	**2,000,620.00**	**5.50%**	**14,924.51**	**-66,371.20**		**0.94**
LAIF										
9830007	LAIF	07/01/2023	7,175,522.91	05/24/2023	7,175,522.91	1.00	7,175,522.91	19.39%	NR/NR	0.00
	3.167%			3.17%	7,175,522.91	3.17%	0.00	0.00	NR	0.00
					7,175,522.91		**7,175,522.91**	**19.39%**		**0.00**
Total LAIF			**7,175,522.91**	**3.17%**	**7,175,522.91**	**3.17%**	**0.00**	**0.00**		**0.00**
U.S. Agencies										
313384LQ0	FHLB	09/12/2023	1,000,000.00	05/30/2023	984,862.50	98.99	989,933.84	2.66%	P-1/A-1+	0.20
	0.000%			5.27%	984,862.50	7.24%	0.00	5,071.34	F1+	0.20
313384LZ0	FHLB	09/21/2023	500,000.00	04/28/2023	490,023.34	98.87	494,358.26	1.32%	P-1/A-1+	0.23
	0.000%			5.02%	490,023.34	7.01%	0.00	4,334.92	F1+	0.23
313384MN6	FHLB	10/04/2023	1,000,000.00	05/30/2023	981,796.67	98.67	986,735.41	2.65%	P-1/A-1+	0.26
	0.000%			5.26%	981,796.67	6.81%	0.00	4,938.74	F1+	0.26

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Agencies										
3130A3VC5	FHLB	12/08/2023	500,000.00	02/20/2020	514,900.00	98.60	492,988.20	1.39%	Aaa/AA+	0.44
	2.250%			1.44%	514,900.00	5.92%	718.75	-21,911.81	AAA	0.42
313384RQ4	FHLB	01/10/2024	1,700,000.00	03/13/2023	1,627,742.91	97.32	1,654,357.57	4.40%	P-1/A-1+	0.53
	0.000%			5.27%	1,627,742.91	5.91%	0.00	26,614.66	F1+	0.53
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	97.48	487,388.83	1.35%	Aaa/AA+	0.63
	1.430%			1.47%	499,245.00	5.80%	2,720.97	-11,856.18	AAA	0.60
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	95.46	477,306.79	1.35%	Aaa/AA+	0.95
	0.375%			0.46%	498,220.00	5.47%	109.38	-20,913.22	AAA	0.91
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	95.15	223,610.92	0.63%	Aaa/AA+	1.43
	1.625%			1.72%	233,926.05	5.03%	297.01	-10,315.13	AAA	1.37
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	90.70	453,506.21	1.34%	Aaa/AA+	2.24
	0.375%			0.48%	497,505.00	4.62%	510.42	-43,998.79	AAA	2.16
3130AK5J1	FHLB	09/18/2026	1,000,000.00	02/16/2023	872,060.00	87.44	874,359.38	2.36%	Aaa/AA+	3.22
	0.700%	07/10/2023		4.61%	872,060.00	4.66%	2,002.78	2,299.38	AAA	3.08
3130ASD63	FHLB	06/28/2027	1,000,000.00	06/28/2022	1,000,000.00	94.39	943,903.40	2.70%	Aaa/AA+	4.00
	3.250%	06/28/2024		3.25%	1,000,000.00	4.56%	270.83	-56,096.60	AAA	3.18
3133EPAU9	FFCB	07/14/2027	1,000,000.00	02/16/2023	990,390.00	98.33	983,295.19	2.68%	Aaa/AA+	4.04
	3.875%			4.12%	990,390.00	4.03%	14,746.53	-7,094.81	AAA	3.61
3136G4X99	FNMA	08/25/2027	1,000,000.00	04/06/2023	876,610.00	85.55	855,467.62	2.37%	Aaa/AA+	4.16
	0.740%	08/25/2023		3.82%	876,610.00	4.37%	2,590.00	-21,142.38	AAA	3.95
					10,067,281.47		**9,917,211.59**	**27.21%**		**1.82**
Total U.S. Agencies			**10,435,000.00**	**3.82%**	**10,067,281.47**	**5.51%**	**23,966.67**	**-150,069.88**		**1.66**
U.S. Treasuries										
912796ZZ5	U.S. Treasury	07/20/2023	1,500,000.00	01/20/2023	1,464,950.87	99.72	1,495,807.08	3.96%	P-1/A-1+	0.05
	0.000%			4.82%	1,464,950.87	12.92%	0.00	30,856.22	F1+	0.05
912796Y37	U.S. Treasury	08/03/2023	1,000,000.00	02/16/2023	977,972.87	99.52	995,193.25	2.64%	P-1/A-1+	0.09
	0.000%			4.89%	977,972.87	9.88%	0.00	17,220.38	F1+	0.09
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	98.77	493,828.13	1.35%	Aaa/AA+	0.34
	1.625%			1.62%	500,175.78	6.36%	1,368.89	-6,347.66	AAA	0.32
91282CEY3	U.S. Treasury	07/15/2025	1,000,000.00	05/30/2023	973,437.50	96.35	963,515.62	2.63%	Aaa/AA+	2.04
	3.000%			4.32%	973,437.50	4.51%	13,839.78	-9,921.88	AAA	1.91
91282CFE6	U.S. Treasury	08/15/2025	1,000,000.00	01/13/2023	980,078.13	96.55	965,507.81	2.65%	Aaa/AA+	2.13
	3.125%			3.94%	980,078.13	4.46%	11,740.33	-14,570.32	AAA	1.99
91282CFP1	U.S. Treasury	10/15/2025	1,000,000.00	05/30/2023	1,000,625.00	98.86	988,632.81	2.70%	Aaa/AA+	2.30
	4.250%			4.22%	1,000,625.00	4.35%	8,941.26	-11,992.19	AAA	2.13

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Treasuries										
912828M56	U.S. Treasury 2.250%	11/15/2025	1,000,000.00	05/30/2023 4.19%	955,117.19 955,117.19	94.45 4.38%	944,531.25 2,873.64	2.58% -10,585.94	Aaa/AA+ AAA	2.38 2.25
91282CGL9	U.S. Treasury 4.000%	02/15/2026	1,000,000.00	05/30/2023 4.09%	997,578.13 997,578.13	98.45 4.22%	984,453.12 15,027.62	2.70% -13,125.01	Aaa/AA+ AAA	2.63 2.41
91282CCF6	U.S. Treasury 0.750%	05/31/2026	1,000,000.00	06/13/2022 3.01%	915,976.56 915,976.56	89.77 4.23%	897,656.25 635.25	2.48% -18,320.31	Aaa/AA+ AAA	2.92 2.80
91282CCJ8	U.S. Treasury 0.875%	06/30/2026	1,000,000.00	06/29/2022 3.20%	913,125.00 913,125.00	90.05 4.17%	900,507.81 23.78	2.47% -12,617.19	Aaa/AA+ AAA	3.00 2.88
91282CCP4	U.S. Treasury 0.625%	07/31/2026	1,100,000.00	01/13/2023 3.73%	987,292.97 987,292.97	89.03 4.19%	979,300.78 2,867.75	2.67% -7,992.18	Aaa/AA+ AAA	3.09 2.96
912828X88	U.S. Treasury 2.375%	05/15/2027	1,000,000.00	06/29/2022 3.20%	962,851.56 962,851.56	93.06 4.02%	930,625.00 3,033.29	2.60% -32,226.56	Aaa/AA+ AAA	3.88 3.60
9128282R0	U.S. Treasury 2.250%	08/15/2027	1,050,000.00	01/13/2023 3.60%	990,322.27 990,322.27	92.38 3.99%	969,937.50 8,875.69	2.68% -20,384.77	Aaa/AA+ AAA	4.13 3.80
					12,619,503.82		**12,509,496.41**	**34.10%**		**2.21**
Total U.S. Treasuries			**13,150,000.00**	**3.89%**	**12,619,503.82**	**5.78%**	**69,227.28**	**-110,007.41**		**2.07**
					37,001,957.55		**36,360,371.27**	**100.00%**		**1.58**
TOTAL PORTFOLIO			**37,905,522.91**	**3.33%**	**37,001,957.55**	**5.14%**	**128,251.42**	**-641,586.28**		**1.48**
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							**36,488,622.69**			

Transaction Report

City of Aliso Viejo

June 01, 2023 - June 30, 2023

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
06/01/2023	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	343.34	-	-
06/05/2023	Interest	3133ELCP7	FFCB 1 5/8 12/03/24	12/03/2024	-	-	1,909.38	-	-
06/08/2023	Interest	3130A3VC5	FHLB 2 1/4 12/08/23	12/08/2023	-	-	5,625.00	-	-
06/12/2023	Interest	3133ELG99	FFCB 0 3/8 06/10/24	06/10/2024	-	-	937.50	-	-
06/12/2023	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	197.68	-	-
06/12/2023	Interest	61760A4F3	MS 1.95 12/12/24	12/12/2024	-	-	2,382.21	-	-
06/20/2023	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	322.53	-	-
06/20/2023	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	291.32	-	-
06/22/2023	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	260.10	-	-
06/23/2023	Interest	3130ASCC1	FHLB 2 06/23/23	06/23/2023	-	-	15,000.00	-	-
06/23/2023	Maturity	3130ASCC1	FHLB 2 06/23/23	06/23/2023	-	1,000,000.00	-	-	-
06/26/2023	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	343.34	-	-
06/28/2023	Interest	3130ASD63	FHLB 3 1/4 06/28/27	06/28/2027	-	-	16,250.00	-	-
06/29/2023	Interest	89235MJS1	TOYFBN 0.8 06/30/25	06/30/2025	-	-	977.32	-	-
06/30/2023	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	114.45	-	-
06/30/2023	Interest	91282CCJ8	T 0 7/8 06/30/26	06/30/2026	-	-	4,375.00	-	-
Grand Total:					**0.00**	**1,000,000.00**	**49,329.17**	**0.00**	**0.00**

California State Treasurer
Fiona Ma, CPA



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

CITY OF ALISO VIEJO

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

Account Number: 98-30-007

June 2023 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	7,175,522.91
Total Withdrawal:	0.00	Ending Balance:	7,175,522.91

PMIA/LAIF Performance Report as of 07/17/23

Quarterly Performance Quarter Ended 06/30/23

LAIF Apportionment Rate[2]:	TBD
LAIF Earnings Ratio[2]:	TBD
LAIF Administrative Cost[1]*:	TBD
LAIF Fair Value Factor[1]:	0.984828499
PMIA Daily[1]:	3.26
PMIA Quarter to Date[1]:	3.01
PMIA Average Life[1]:	260

PMIA Average Monthly Effective Yields[1]

June	**3.167**
May	2.993
April	2.870
March	2.831
February	2.624
January	2.425

Pooled Money Investment Account Monthly Portfolio Composition [1] 06/30/23 $178.4 billion

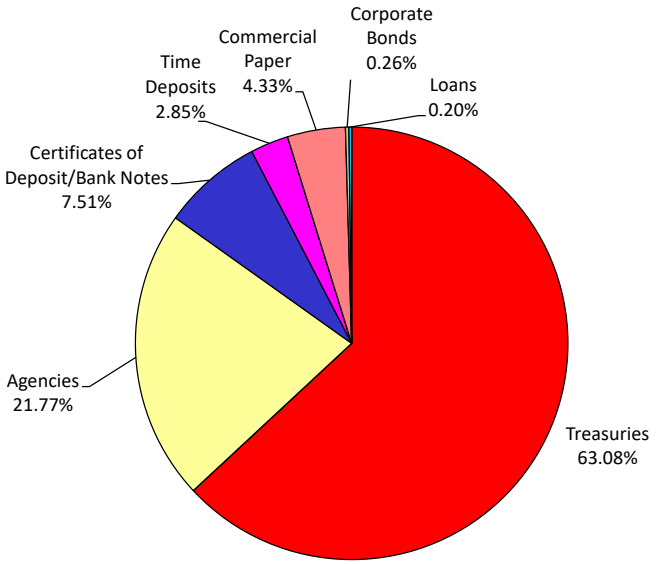


Chart does not include $2,861,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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).

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

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

City of Aliso Viejo
AGENDA ITEM

DATE: August 16, 2023

TO: Mayor and City Council

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

SUBJECT: COOPERATIVE AGREEMENT WITH OCTA FOR THE COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

Recommended Actions:

Authorize the City Manager to execute the cooperative agreement with the Orange County Transportation Authority (OCTA) for a Countywide Signal Synchronization Baseline Project at a future date upon OCTA General Counsel signing the agreement.

Fiscal Impact:

There is no fiscal impact associated with the recommended action. Staff time is required to provide support over the duration of the project, which was included in the original agreement. The cost of this staff time is determined to be negligible and falls in line with the regular duties of City staff.

Background:

Orange County Transportation Authority (OCTA) in cooperation with the City of Aliso Viejo and 33 Orange County Cities are working together in coordinating traffic signals across multiple jurisdictional boundaries as part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP) to enhance countywide traffic flow and reduce congestion.

On March 14, 2022, the OCTA Board of Directors completed a Countywide Signal Synchronization Plan Study in support of the RTSSP and authorized an update of the Traffic Signal Synchronization Master Plan in accordance with the Plan Study recommendations. OCTA has secured funds to implement a countywide signal synchronization baseline and will release a request for proposals to secure a consultant to implement the Project, which will include approximately 2,500 traffic signalized intersections along regionally significant corridors within Orange County. Approximately 30 City of Aliso Viejo owned and operated signalized intersections will be included as part of the Project should the City Council agree to participate in the Project.

OCTA shall manage, procure, implement, and complete all aspects of the Project, including filing all documentation necessary to comply with the Congestion Mitigation and Air Quality (CMAQ) funding for the Project. OCTA will collect all data necessary to provide new optimized timing plans including, but not limited to, manual or video record all movement counts at each Project signalized intersection, and a mutually agreed upon number and location of 24 hour, 7 days automated machine traffic counts with vehicle classification. OCTA will provide to the City updated timing plans for all control systems and all relevant data used to develop the plans. Additionally, OCTA shall provide oversight to maintain inter-jurisdictional traffic signal integrity between the Project and other signal synchronized projects not older than three (3) years from the effective date of the proposed agreement.

The City shall provide a technical representative to meet and participate as a member of the Project's "Traffic Forum". OCTA requests that the City participate and support the Project's implementation by authorizing OCTA to manage, procure and implement all aspects of the Project. It will be the City's responsibility to provide OCTA all current intersection as-built drawings, controller assembly plans as provided by the manufacturer and modified by the City since original installation, local field master, local controller, Advanced Traffic Management System timing plans, and other ITS-related data when requested. The agreement also states the City shall maintain all existing traffic signal equipment in good condition, which the City already does through regular traffic signal system maintenance.

The agreement will be in full force and effect from the Effective date through December 31, 2028, however either party may terminate this Agreement for its convenience by providing thirty (30) calendar days prior written notice of its intent to terminate to the other Party.

Discussion:

The Cooperative Agreement is the culmination of a cooperative effort between OCTA, the County of Orange and 34 Orange County cities to work together in coordinating traffic signals across multiple jurisdictional boundaries as part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP). The overall intent of the project is to enhance countywide traffic flow and reduce congestion.

Attachment:

1. Agreement

COOPERATIVE AGREEMENT NO. C-3-2406

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ALISO VIEJO

FOR

COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT

THIS COOPERATIVE AGREEMENT (Agreement), is effective this _____ day of _____, 2023 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the City of Aliso Viejo, a municipal corporation duly organized and existing under the constitution and laws of the State of California ("PARTICIPATING AGENCY"), each individually known as "Party" and collectively known as "Parties".

RECITALS:

WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCY is working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, the AUTHORITY completed a Countywide Signal Synchronization Plan Study (hereinafter, "PLAN STUDY") in support of the RTSSP and received authorization from the AUTHORITY's Board of Directors on March 14, 2022, to update the Traffic Signal Synchronization Master Plan in accordance with the PLAN STUDY recommendations; and

WHEREAS, the AUTHORITY secured Congestion Mitigation and Air Quality ("CMAQ") funds for the implementation of a Countywide Signal Synchronization Baseline Project (hereinafter, "PROJECT") as presented in the PLAN STUDY; and

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WHEREAS, the AUTHORITY intends to release a request for proposals to secure a consultant ("CONSULTANT") to implement the PROJECT; and

WHEREAS, based on the PLAN STUDY the AUTHORITY agrees to act as the implementing agency to carry out the PROJECT; and

WHEREAS, the PROJECT will include approximately 2,500 traffic signalized intersections along regionally significant corridors within Orange County; and

WHEREAS, approximately 30 PARTICIPATING AGENCY-owned and operated signalized intersections will be included as part of the PROJECT; and

WHEREAS, the PROJECT will include all 34 Orange County cities and the County of Orange; and

WHEREAS, the AUTHORITY will enter into a separate cooperative agreement with each participating agency in each jurisdiction for implementation of the PROJECT; and

WHEREAS, the AUTHORITY and the PARTICIPATING AGENCY acknowledges and understands that in-house resources (staff hours) from the PARTICIPATING AGENCY will provide various services in support of the PROJECT; and

WHEREAS, the AUTHORITY and the PARTICIPATING AGENCY desire to enter into this Agreement to implement the PROJECT in support of the RTSSP ; and

WHEREAS, this Agreement defines the specific terms and conditions, and between the AUTHORITY and the PARTICIPATING AGENCY for the implementation of the PROJECT; and

WHEREAS, the PARTICIPATING AGENCY's City Council approved this Agreement on the _____ day of _____, 202_____.

NOW, THEREFORE, it is mutually understood and agreed by the AUTHORITY and the PARTICIPATING AGENCY as follows:

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ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this Agreement between the AUTHORITY and the PARTICIPATING AGENCY and supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. The AUTHORITY's failure to insist on any instance(s) of the PARTICIPATING AGENCY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of the AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and the PARTICIPATING AGENCY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the AUTHORITY except when specifically confirmed in writing by an authorized representative of the AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. The PARTICIPATING AGENCY's failure to insist on any instance(s) of the AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of the PARTICIPATING AGENCY's right to such performance or to future performance of such term(s) or condition(s), and the AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the PARTICIPATING AGENCY except when specifically confirmed in writing by an authorized representative of the PARTICIPATING AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

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ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the subjects and PROJECT addressed herein. The Parties agree that each will cooperate and coordinate with the other Party in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

The AUTHORITY, as the lead agency, agrees to the following responsibilities for the implementation of the PROJECT:

A. To designate a Project Manager as a single point of contact for the Project.

B. The AUTHORITY, or agents of the AUTHORITY, shall manage, procure, implement, and complete all aspects of the PROJECT, including filing all documentation necessary to comply with the Congestion Mitigation and Air Quality (CMAQ) funding for the PROJECT.

C. The AUTHORITY, or agents of the AUTHORITY, shall coordinate outreach with the PARTICIPATING AGENCY for the PROJECT.

D. The AUTHORITY, or agents of the AUTHORITY, shall collect all data necessary to provide new optimized timing plans including, but not limited to, manual or video all movement counts at each PROJECT signalized intersection, and a mutually agreed upon number and location of 24 hours 7 days automated machine traffic counts with vehicle classification.

E. The AUTHORITY, or agents of the AUTHORITY, shall develop and implement new timing plans optimized for signal synchronization.

F. The AUTHORITY, or agents of the AUTHORITY, shall provide updated timing plans for all control systems and all relevant data used to develop said plans to the PARTICIPATING AGENCY.

G. The AUTHORITY, or agents of the AUTHORITY, shall prepare a conceptual plan for the delivery of the PROJECT. The AUTHORITY, or agents of the AUTHORITY, shall provide all reports to the PARTICIPATING AGENCY in draft and final formats for review and comment. The PARTICIPATING AGENCY comments shall be noted in the final report.

H. The AUTHORITY shall provide oversight to maintain inter-jurisdictional traffic signal operational integrity between the PROJECT and other signal synchronization projects not older than three (3) years from the effective date of this Agreement.

I. The AUTHORITY shall provide formats, templates, and guidance in reporting requirements necessary for the PROJECT.

J. The AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of PROJECT, may perform a technical and/or field review to ensure that the CMAQ guidelines, policies, and procedures were followed.

ARTICLE 4. RESPONSIBILITIES OF THE PARTICIPATING AGENCY

The PARTICIPATING AGENCY agrees to the following responsibilities for implementation of the PROJECT:

A. The PARTICIPATING AGENCY shall provide a technical representative to meet and participate as a member of the PROJECT's Traffic Forum.

B. The PARTICIPATING AGENCY shall authorize the AUTHORITY to manage, procure, and implement all aspects of the PROJECT.

C. The PARTICIPATING AGENCY shall participate and support the PROJECT implementation.

D. The PARTICIPATING AGENCY shall provide the AUTHORITY, or agents of the AUTHORITY, all current intersection as-built drawings, all current intersections controller assembly plans as provided by the manufacturer and modified by the PARTICIPATING AGENCY since original installation, local field master, local controller, Advanced Traffic Management System timing plans, and other ITS-related data upon request.

E. The PARTICIPATING AGENCY shall inform the AUTHORITY of new traffic signal installations and any traffic signal modifications, which would materially affect the performance of the regional corridors on the PROJECT.

/

F. The PARTICIPATING AGENCY shall maintain in good condition existing traffic signal equipment for the PROJECT, such as signal communication and traffic signal controllers.

G. The PARTICIPATING AGENCY shall waive all fees associated with permits that would otherwise be required from the CONSULTANT, subconsultants, and/or service or equipment providers in the performance of the PROJECT.

ARTICLE 5. DELEGATED AUTHORITY

The actions required to be taken by the PARTICIPATING AGENCY in the implementation of this Agreement are delegated to its respective City Manager, or City Manager's designee, and the actions required to be taken by the AUTHORITY in the implementation of this Agreement are delegated to the AUTHORITY's Chief Executive Officer or Chief Executive Officer's designee.

ARTICLE 6. AUDIT AND INSPECTION

AUTHORITY shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING AGENCY shall permit the authorized representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCY for a period of five (5) years after final payment, final closeout, or until any on-going audit is completed, whichever is later. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of CONSULTANT's final billing (so noted on the paid invoice) under this Agreement. AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with AUTHORITY'S contractor.

ARTICLE 7. INDEMNIFICATION

A. To the fullest extent permitted by law, the PARTICIPATING AGENCY shall defend (at the PARTICIPATING AGENCY's sole cost and expense with legal counsel reasonably acceptable to the AUTHORITY), indemnify, protect, and hold harmless the AUTHORITY, and its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages,

demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCY's employees included), for damage to property, including property owned by the AUTHORITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the PARTICIPATING AGENCY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, the AUTHORITY shall defend (at the AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to the PARTICIPATING AGENCY), indemnify, protect, and hold harmless the PARTICIPATING AGENCY, including their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for damage to property, including property owned by the PARTICIPATING AGENCY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 8. ADDITIONAL PROVISIONS

A. Term of Agreement: This Agreement shall be in full force and effect from the Effective Date through December 31, 2028.

B. Amendment: This Agreement may be extended or amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by all Parties.

/

C. Termination: In the event any Party defaults in the performance of their respective obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) calendar days prior written notice to the Party in default.

D. Termination for Convenience: Either Party may terminate this Agreement for its convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for convenience to the other Party.

E. AUTHORITY and Parties shall comply with all applicable federal, state, and local laws, statues, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECT.

F. Legal Authority: The Parties hereto consent that they are authorized to execute this Agreement on behalf of said Party and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

G. Severability: If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same Agreement. Facsimile/electronic signatures shall be permitted.

I. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

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J. Governing Law: The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Agreement.

K. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

L. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To PARTICIPATING AGENCY:	**To AUTHORITY:**
City of Aliso Viejo	Orange County Transportation Authority
12 Journey, Suite 100 Aliso Viejo, CA 92656	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Shaun Pelletier Public Works Director / City Engineer Tel: (949) 425-2533 Email: SPelletier@avcity.org	Attention: Michael Le Senior Contract Administrator Tel: (714) 560-5314 Email: mle1@octa.net
	CC: Alicia Yang OCTA Project Manager Tel: (714) 560-5362 Email: ayang@octa.net

M. Force Majeure: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2406 to be executed as of the date of the last signature below.

CITY OF ALISO VIEJO

By: _____
David Doyle
City Manager

Dated: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Meena Katakia
Manager, Capital Projects

Dated: _____

ATTEST:

By: _____
Mitzi Ortiz
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

Dated: _____

APPROVED AS TO FORM

By: _____
Scott Smith
City Attorney

Dated: _____

City of Aliso Viejo
AGENDA ITEM

DATE: August 16, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: FIRST AMENDMENT TO THE AGREEMENT WITH HARTZOG & CRABILL, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS

Recommended Actions:

1. Approve a first amendment to the agreement with Hartzog & Crabill, Inc. (HCI) to perform traffic engineering services for traffic signal operations that increases the total compensation under the agreement by $30,000 for a total compensation amount of $105,000; and

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

Fiscal Impact:

Sufficient funds for these services are available in the adopted FY 2023-24 budget. Compensation for this work will be appropriated in the FY 2023-24 budget with Gas Tax funds.

Background:

The City currently maintains and operates 48 signalized intersections. The City utilizes traffic signal controllers that are capable of being monitored offsite through a phone modem. Also, some traffic signals are synchronized to improve the flow of traffic through the City's arterial roadways.

Discussion:

A request for proposal (RFP) was issued for traffic engineering services for traffic signal operations on March 24, 2021, and was advertised on the City website. The agreement was awarded to HCI on June 2, 2021, for an initial term of three years and total compensation of $75,000. This first agreement amendment will increase the total compensation under the agreement by $30,000 for a total compensation amount of $105,000.

The increase in total compensation is required due HCI providing project specific traffic signal operations services for the Regional Traffic Signal Synchronization Project (RTSSP) project along Aliso Creek Road between El Toro Road and Alicia Parkway, which is outside the scope of daily traffic signal operation services. These services totaled approximately $30,000.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO

FIRST AMENDMENT TO
TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS

1. PARTIES AND DATE.

This First Amendment to the **Professional Services Agreement for Traffic Engineering Services for Traffic Signal Operations** ("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 **Hartzog & Crabill, 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 **Professional Services Agreement for Traffic Engineering Services for Traffic Signal Operations** dated **June 2, 2021** ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to increase the total compensation under the Agreement by **Thirty Thousand Dollars ($30,000.00)**.

3. TERMS.

3.1 Term.

The term will not change under this First Amendment.

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this First Amendment shall not exceed **One Hundred Five Thousand Dollars ($105,000.00)** 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 "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.

SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS BETWEEN THE CITY OF ALISO VIEJO AND HARTZOG & CRABILL, INC.

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

HARTZOG & CRABILL, 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:

_____

_____

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_____

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

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

Name of Business	Print Name
Signature	
Date	

EXHIBIT "A"
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS BETWEEN THE CITY OF ALISO VIEJO AND HARTZOG & CRABILL, INC.

SCOPE OF SERVICES

The scope of services is to remain unchanged from the original Professional Services Agreement for Traffic Engineering Services for Traffic Signal Operations, dated July 2, 2021.

EXHIBIT "B"
TO FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS

COMPENSATION

The compensation is to remain unchanged from the original Professional Services Agreement for Traffic Engineering Services for Traffic Signal Operations, dated July 2, 2021.

City of Aliso Viejo
AGENDA ITEM

DATE: August 16, 2023

TO: Mayor and City Council

FROM: Isaac Aziz, IT Manager

SUBJECT: AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) APPLICATION SUPPORT SERVICES

Recommended Action:

Approve and authorize the City Manager to sign a Professional Services Agreement with J.R. Dira for Geographic Information System (GIS) support services for a period of three years in an amount not to exceed $75,000.

Fiscal Impact:

The total not-to-exceed amount set forth in the Agreement is $75,000 ($25,000 annually). Sufficient funds are included in the FY 2023-24 budget for Information Technology.

Background:

The City implemented an in-house Geographic Information System (GIS) in 2018 for use by Aliso Viejo residents and various City Departments, including Police, Fire, Code Enforcement, Administrative Services, Development Services, Planning, and contractors, among others.

Many City departments rely on the GIS system to provide multiple layers of map data supporting their daily duties. The online map viewer and query application/product requires a highly specialized set of skills to maintain. The vendor provides the expertise to resolve technical issues that are not within the skill set of City staff. This agreement provides for renewal of the technical support for the GIS software utilized by the City.

This agreement also provides for updates to map layers and associated attribute data. The vendor constantly updates streets, addresses, parcels, and parcel ownership data to ensure accurate data is available within the GIS system and for those front counter staff using the on-line app on a continuous basis. Numerous additional map layers are updated or created from scratch, as needed. Specific map projects are also completed on an as needed basis for many departments.

Discussion:

City staff sought bids for a new service agreement for our GIS software and obtained informal bids from four vendors. Following an in-depth analysis of the submitted proposals, staff has identified J.R. Dira as the optimal selection to meet the City's needs.

J.R. Dira's competency is evidenced by an established history of supplying superior GIS services to municipalities, spanning various scales and complexities. Clients have continually lauded Dira for their exceptional user satisfaction rates and profound technical expertise, reflecting a commitment to excellence that aligns with the City's standards and expectations.

In addition, J.R. Dira has a deep understanding of the City of Aliso Viejo's specific GIS requirements. J.R. Dira has worked with the City in the past and is familiar with our unique needs, having assisted in the creation of the underlying databases, base maps, and other crucial elements/deliverables of the City’s GIS Strategic Plan and in support of the various City departments.

For these reasons, staff is recommending that the City award the agreement to J.R. Dira.

Attachment:

1. Agreement

CITY OF ALISO VIE.JO
PROFESSIONAL SERVICES AGREEMENT
FOR
CUSTOMIZED (IN-HOUSE) CITY GIS IMPLEMTATION & SUPPORT SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this **16th day of August 2023,** by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and .JR **Dira,** a **Sole Proprietor,** with its principal place of business at **14037 Deepwater Bend Rd, Corona, CA 92880** ("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 CUSTOMIZED (IN-HOUSE) CITY GIS IMPLEMTATION & SUPPORT 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 GIS SUPPORT 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 GIS SUPPORT 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 **August 16, 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 Ce1tification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or prope1ty, 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: **JR Dira**.

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

3.2.6 Consultant's Representative. Consultant hereby designates JR Dira, 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 p01tions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set fo1th 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 I) 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, my exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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

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

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

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

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

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

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

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

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

(c) The policy or policies of insurance required by Section 3.2.10.2 (cl) 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) clays shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by

the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

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

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

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

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed Seventy-five Thousand Dollars **($75,000)** ("Total Compensation") without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will I be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3 .5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section I720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available

to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

JR Dira
14037 Deepwater Bend Rel
Corona, CA 92880
Attn: JR Dira

City:

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information.

Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

3.5.7 Indemnification.

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 29th day of July 2023.

CITY OF ALISO VIEJO

By: _____
David Doyle
City Manager

J.R. Dira

By: _____
Name: _____
Title: _____

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

ATTEST:

By: _____
Mitzi Ortiz, MMC
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET:

By: _____
Ann Eifert
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

To the best of my knowledge, I declare under penalty of pe1jury that the foregoing is true and was executed at:

Eastvale/ Riverside/California	8/7/2023
City/County/State	Date
Jose Ruel "J.R." Dira	Jose Ruel "J.R." Dira
Name of Business	Print Name

Jose Ruel "J.R." Dira
Signature

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

CITY OF ALISO VIE.JO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October l, 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.

Jose Ruel "J.R." Dira	Jose Ruel "J.R." Dira
Name of Business	Print Name
Jose Ruel "J.R." Dira	
Signature	
8/7/2023	
Date	

EXHIBIT "A"

SCOPE OF SERVICES

The tasks below outline steps for GIS development and maintenance. The scope of work will not necessarily be limited to or inclusive of these tasks below.

I. Install Software:

Install purchased ESRI software to allow data and map creation/updates.

2. Create new GIS file Structure.

Create a file structure where GIS data can be easily searched and maintained.

3. Obtain new GIS data.

Obtain new GIS data that can be useful for the city of Aliso Viejo.

4. Update existing GIS maps.

Update existing GIS maps with updated data and map template.

5. Create new GIS map.

Create new GIS maps that will benefit the city staff and public.

6. Set up and configure online WebGIS.

Set up ArcGIS online account and securities.

7. Create Web and mobile GIS maps.

Utilizing ArcGIS online, online Web maps wi11 be created for specific subject matter (i.e. parcels,

zoning, and trash pickup). Online Web maps will be accessible for mobile use as well.

8. Continuous oversite on GIS system: data create/ update.

Continuous support GIS needs for the city. Create/ modify GIS data and maps.

EXHIBIT "B"

COMPENSATION

Service	**Hourly Rate**
GIS/ESRI Support, WebGIS, ArcGIS, and Documentation	$100.00

City of Aliso Viejo
AGENDA ITEM

DATE: August 16, 2023

TO: Mayor and City Council

FROM: Isaac Aziz, IT Manager

SUBJECT: AGREEMENT FOR ENTERPRISE LAND MANAGEMENT MAINTENANCE AND SUPPORT SERVICES

Recommended Action:

Approve and authorize the City Manager to execute a Professional Services Agreement with Go Live Technologies, Inc., for Enterprise Land Management System (ELM) related maintenance and support for a period of two years in an amount not to exceed $140,000.

Fiscal Impact:

Funding in the amount of $85,000 is included in the FY 2023-24 Budget, which includes $30,000 in grant funds from the California Energy Commission. The balance of the agreement in the amount of $55,000 will be budgeted in FY 2024-25.

Background:

An Enterprise Land Management (ELM) System is software that enables the City to conduct some of the core functions of a local municipality. An ELM facilitates the creation, compliance, tracking, scheduling, and issuance of Planning Permits, Building & Safety Permits & Inspections, Solar Permits & Inspections, Code Enforcement cases, and Planning Applications.

City staff relies heavily on the use of the Tyler EnerGov application to provide the aforementioned services. Go Live Technology has successfully provided general EnerGov support including the implementation of software and functionality enhancements to the ELM System since July of 2018.

Discussion:

Pursuant to the City's ongoing initiative to secure a service agreement for the enhancement and maintenance of our Enterprise Land Management (ELM) software, the City received proposals from two vendors specializing in ELM solutions.

Subsequent to a review and analysis of the bids received, it was ascertained that Go-Live Technology, Inc. emerged as the most suitable vendor to align with the City's strategic objectives. This selection is predicated on Go Live Technology's established history of delivering top-tier ELM services to municipalities across diverse scales and complexities. Furthermore, Go Live Technology, Inc. has demonstrated an intricate comprehension of the City of Aliso Viejo's nuanced ELM requirements, having collaborated with the City on prior engagements, thereby exhibiting familiarity with our specialized operational needs.

In view of these considerations, it is staff's recommendation that the City award the ELM service agreement to Go-Live Technology, Inc., ensuring a continued partnership that aligns with our technological goals and serves the best interests of the community.

Go Live Technology, Inc. will provide ELM support and maintenance as well as additional consultants to the City of Aliso Viejo on an as needed basis to support the EnerGov Application and Databases. Common consulting services include semi-annual updates, staff training and support, and vendor management, among other services. Additional project deliverables for FY 2023-24 are listed in Exhibit A of the Professional Services Agreement. Moreover, Go Live will assist the City of Aliso Viejo with not only streamlining service delivery both online and at the front counter, but also bolster resident/customer engagement by offering a convenient and secure platform for accessing city services.

Attachment:

1. Agreement

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENTERPRISE LAND MANAGEMENT MAINTENANCE AND SUPPRORT

1. PARTIES AND DATE.

This Agreement is made and entered into this **16th day of August 2023**, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Richard Chenette**, a **Go Live Technology, Inc.**, with its principal place of business at **26632 Via Cuervo, 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 **Enterprise Land Management Maintenance and Support** 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 **Enterprise Land Management System Maintenance and Support** 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 **Enterprise Land Management System Maintenance and Support** 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 **August 16, 2023 to June 30, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by

the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

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

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

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

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total compensation shall not exceed **One Hundred and Forty Thousand Dollars ($140,000)** ("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.

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

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

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

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

officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Go Live Technology, Inc.
Richard Chenette
26632 Via Cuervo
Mission Viejo, CA 92691
Attn: **Richard Chenette**

City:

City of Aliso Viejo
12 Journey, Suite 100

Aliso Viejo, CA 92656
Attn: **Isaac Aziz**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

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

3.5.7 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 7th day of August 2023.

CITY OF ALISO VIEJO

By:_____
David Doyle
City Manager

Go Live Technology, Inc.

By:_____
Richard Chenette - President

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

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

By:_____
Richard Chenette - Secretary

APPROVED AS TO FORM:

By:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET:

By:

_____
Ann Eifert
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

_____

_____

_____

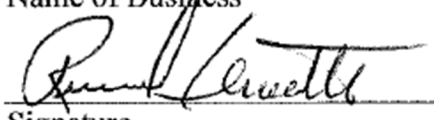
_____

_____

_____

_____

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

Laguna Beach / Orange County / CA	8/7/23
City/County/State	Date
Go Live Technology, Inc.	Richard Chenette
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.

Go Live Technology, Inc.	Richard Chenette
Name of Business	Print Name
	
Signature	
8/7/23	
Date	

EXHIBIT "A"

SCOPE OF SERVICES

Enterprise Land Management Maintenance, SolarApp, and Support:

Go Live Technology, Inc. understands the needs of the city of Aliso Viejo and will successfully guide the City with Energov system maintenance.

1. Develop Land Management maintenance schedule.
2. Develop Land Management Functionality update schedule.
3. Gather User Requirements
4. Develop RFP's
5. Develop evaluation and assessment documents.
6. Create necessary documentation
7. General guidance

    Land Management System

        Business License

        Planning

        Building

        Code Enforcement

11. Technical guidance

    Hardware

    3rd Party Software

    Data conversion

    Data Integration

EXHIBIT "B"

COMPENSATION

Payments & Terms due upon receipt

Hourly Rate:

Application Support Services 90.00

Project Management / Consulting 135.00

Rate includes both onsite and remote work and will be invoiced monthly.

City of Aliso Viejo
AGENDA ITEM

DATE: August 16, 2023

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RDA, LLC FOR PLANNING CONSULTANT SERVICES

Recommended Action:

Approve and authorize the City Manager to execute a second amendment to the Professional Services Agreement with RDA, LLC to increase the total compensation by $65,000.

Fiscal Impact:

The cost for the services provided under the second amendment is $65,000. A total of $5,000 was already spent as part of the FY 2022-23 budget and the remaining $60,000 is available in the adopted FY 2023-24 budget.

Background:

In March 2022, the City Manager entered into a professional services agreement with RDA, LLC ("RDA") to provide consulting services for the Town Center Vision Plan. In October 2022, the City Council approved an increase in the total compensation amount to $95,000.

To date, RDA reviewed feasibility studies, conducted additional research, prepared revised design concepts and detailed proforma, and participated in meetings with City staff and certain Town Center property owners. The Town Center property owners have recently gained momentum and are actively involved in potentially amending their Covenants, Conditions, and Restrictions ("CC&Rs") to remove certain development restrictions recorded on their properties. The increased activity required additional RDA involvement, resulting in an expenditure of an additional $5,000 over the approved $95,000 budget in FY 2022-23.

Discussion:

Staff is recommending that the compensation amount for the RDA, LLC professional services agreement be increased by $65,000 to continue the efforts of the Town Center Vision Plan. The increased compensation amount includes the expended $5,000 for FY 2022-23 and $60,000 for FY 2023-24 to allow RDA, LLC to continue providing services through the end of the fiscal year (June 30, 2024). No changes are proposed to the agreement term, which ends on June 30, 2025.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement for Planning Consultant Services ("Second Amendment") is entered into on the ____ day of _____, 2023, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and RDA, LLC, a California Limited Liability Company (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 March 21, 2022 ("Agreement").

2.2 First Amendment. The Parties entered into a First Amendment to increase the total compensation under the Agreement by **Forty-Five Thousand Dollars ($45,000)**.

2.3 Second Amendment. The Parties now desire to amend the Agreement to increase the total compensation under the Agreement by **Sixty-Five Thousand Dollars ($65,000)**.

3. TERMS.

3.1 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this Second Amendment shall not exceed **One Hundred and Sixty Thousand Dollars ($160,000)** 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 "C" 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 First 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 PLANNING CONSULTANT SERVICES BETWEEN THE CITY OF ALISO VIEJO AND RDA, LLC

IN WITNESS WHEREOF, the parties have executed this Second 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

[INSERT NAME]
RDA, LLC a limited liability company

[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 SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES

SCOPE OF SERVICES

ASSUMPTIONS:

- My client would be with the City of Aliso Viejo.
- Seth Merewitz at Best, Best and Krieger (or a designated representative) will be the point of contact for communication and discussions with City Officials and property owners on the property.
- Legal transaction and land use matters or questions will be handled by Best Best & Krieger representing the City of Aliso Viejo. The "Project" for purposes of this proposal is essentially the concept plan and land use plan shown on page 20 and 23 respectively in the Gateway District Vision document which are the result of City Council approval of a "vision plan" for Town Center in 2015, further refined with workshops and other community input thru 2017.
- All the property directly affected (or occupied) by the Project is privately owned, except for lots 24 and 11 (both labelled "Aliso Park Plaza") on the Town Center Property Owners Diagram in the Appendix, which are publicly owned. Therefore, confidential discussions with 3rd party resources, tenant prospects, potential development partners or investors and landowners would not necessarily need to be public record.
- The City of Aliso Viejo has undertaken and completed several initiatives to facilitate and justify redevelopment of the overall site, including amending CC&Rs, REA's and Deed Restrictions to allow the types of uses and densities envisioned for the Project.
- The City of Aliso Viejo commissioned retail (Stoffel), residential and office (Concord), and hotel CBRE) feasibility studies to support the proposed Project. Thosestudiesdatefrom2016and2017andlikelyneedupdating. Metricsforboththeretailandresidentialrentalsectorshavechangedsignificantlyoverthepast5-6years. While construction and operating costs have escalated, residential rents have also increased significantly as well. Commercial retail rents have levelled off, and the focus is now on unique food and entertainment uses plus certain service uses that are resistant to online competition. There are new uses requiring a physical "store" that didn't exist in 2016. There are uses once considered "discounters" that are now considered mainstream. The City of Aliso Viejo is prepared to have these studies updated to make the most compelling case for the Project, if necessary. The cinema is a viable use in the near term, but longer -term prospects for that type of entertainment use are less certain.
- The City of Aliso Viejo has not (yet) included the Town Center is any General Plan Land Use Element update. The redevelopment proposed would likely require

a General Plan Amendment for consistency, along with other zoning amendments and/or a Specific Plan.

- The City of Aliso Viejo is willing to assist or possibly even fund the required entitlement process including preparation/amendment of a Specific Plan, making other discretionary land use decisions, and preparing the required CEQA impact analysis for that amendment. Delivering an "entitled" project with owner participation on substantially pre -negotiated terms would greatly reduce risk for potential developers and make the projects far more attractive.
- Likely the most challenging obstacle to implementing the Project is the fragmented ownership of the site. This is noted several times in the feasibility studies and has both short and longer -term consequences. In the short term any path forward likely involves creating a financial incentive for the current property owners to collaborate, cooperate and support the Project. Discussions/attempts thus far including a back- end "hope note" based on the potential future value of the redeveloped property and sharing potential parking revenue streams have been insufficiently compelling to get consensus from everyone. In the long term a coordinated merchandising, tenanting and programming of the overall re - developed property may be complicated by competing ownership interests. A joint venture agreement among the property owners could potentially include measures to reduce these inherent conflicts.

As mentioned previously, the strategy forgetting owner participation may include a direct approach with attractive short and longer -term financial incentives and mitigated risk, and/or a more oblique approach where an attractive project design could be executed in phases and substantial portions completed without the participation of every property owner. The prospect of being left out of the benefits afforded project participants could help convince reluctant or un-interested parties to get on board. That strategy would require further study of the plan and construction phasing of the project to provide credible alternate scenarios.

- Due mainly to the cost of structured parking, the proforma for development of this type is likely to show a zero or negative residual land value. Assuming it makes economic and political sense, The City of Aliso Viejo may consider entering into a public private partnership for the funding and construction of project infrastructure, including roadways, utilities, parking structures and/or publicly accessible open space. It's also possible a hotel appropriate for the Project would only be feasible with some short- or medium -term financial assistance such as transit occupancy tax waivers or rebates.

The following broadly defined tasks could sequentially lead to the goal of an RFP/RFQ targeted to selected developers (either as JV partners or as a fee developer) for a feasible and substantially entitled project based on the assumptions above. The effort involved to pursue and complete each task is a little difficult to measure from this early vantagepoint, so this proposal covers only the first steps. Specifically, developing a presentation of strategies and ideas to present to property owners to solicit feedback and gage interest in supporting the redevelopment plan. TASKA — Records/Research/Field Study This is well underway already — are view of feasibility studies, design and planning drawings, economic analysis, background on community

input and priorities, discussions/conversations with property owners, and review available land use related documents and amendments. I would also use this time to survey other competing projects in the region to compile a list of "good ideas" and gather evidence that it's time for AVTC to act.

Time required: Approximately2-3weeks.
Deliverables: Written summary of findings and recommendations, presentation and discussion.

TASK B — Strategy Presentation

Based on current feasibility studies, estimated rent income, and updated construction and leasing costs, I would extrapolate the proforma to a 2023 or 2024 build out year to find opportunities to incentivize property owners. Rather than construct a new detailed proforma and cashflows, this would be a "back of napkin" sources and uses analysis intended to identify opportunities. After reviewing those with the City, some additional research and supporting analysis may be needed to make a defensible presentation to property owners. Also, some additional design/sketch work may be required if the program, concept or phasing need adjustment based on updated numbers (or feedback from owners shared during a later task).

I will assume that the City will carry the CEQA related compliance costs and that a mixed-use developer chosen through the RFP process would carry preconstruction costs for design and permitting the project, financing and marketing the project, and the legal costs for creating joint venture agreements with property owners, for pre- leasing and for operating agreements with hotel operators, and any pre -leasing with commercial tenants. Certain other costs, such as offering rent abatement for existing tenants during the construction phase, would be a part of any overall property owner incentive package and be funded by the City, by the developer, or some combination. Part of the presentation work will be developing a reasonable estimate of those kinds of project related soft costs.

Time required: Subject to the timing of feasibility study updates, approximately 2-3 weeks to work on the proforma and create a menu of supportable incentive options and strategies for property owners that the City would approve.

Deliverables: Extrapolated proforma including projected costs and income, and updated concept plan, if required, along with a narrative outline of strategies and ideas to incentivize landowners and obtain their consent (via an LOI or MOU) to move forward with entitlements and the preparation of an RFI/RFQ. Presentation and Discussion.

TASK C — Discussions with Property Owners

Presentation to property owners and key stake holders to reach a deal (an MOU, Letter of Intent leading to a draft JV Agreement to be executed by the successful developer) by which owners would contribute land and support the Project in exchange for to -be -determined financial benefits in the near and long term, in addition to the consequential benefits to commercial retail sales and property values that are expected to result from a substantial new financial investment in the Project. This task would occur in close cooperation with the City.

Several years have passed since this initiative first launched and the urgency for taking action to keep the property competitive has only increased. Even so we would assume several rounds of discussions and negotiations are needed to coordinate and reconcile potentially conflicting requirements and concerns of the parties.

Time required: Depending upon the availability/accessibility of the property owners, 1-3 months for discussions and negotiations.

Deliverables: Presentation materials supporting arguments in favor of the Project targeted to affected property owners and other stakeholders. The outcome of this task, obtaining the approval and cooperation of critical property owners, creates the opportunity for the project to move forward with entitlements,

Task B and Task C above are both decision points. If in the opinion of the City the ideas and strategies developed are not sufficiently compelling to present, or if the feedback from property owners after presenting those ideas is generally unfavorable, then the City may choose to move forward in a different direction.

EXHIBIT "B"
SCHEDULE OF SERVICES

TASK A - Records/Research/Field Study Time

required: Approximately 2-3 weeks.

Deliverables: Written summary of findings and recommendations, presentation and discussion.

TASK B — Strategy Presentation

Time required: Subject to the timing of feasibility study updates, approximately 2-3 weeks to work on the proforma and create a menu of supportable incentive options and strategies for property owners that the City would approve.

Deliverables: Extrapolated proforma including projected costs and income, and updated concept plan, if required, along with a narrative outline of strategies and ideas to incentivize landowners and obtain their consent (via an LOI or MOU) to move forward with entitlements and the preparation of an RFI/RFQ. Presentation and Discussion.

TASK C — Discussions with Property Owners

Time required: Depending upon the availability/accessibility of the property owners, 1-3 months for discussions and negotiations.

Deliverables: Presentation materials supporting arguments in favor of the Project targeted to affected property owners and other stakeholders. The outcome of this task, obtaining the approval and cooperation of critical property owners, creates the opportunity for the project to move forward with entitlements,

Task B and Task C above are both decision points. If in the opinion of the City the ideas and strategies developed are not sufficiently compelling to present, or if the feedback from property owners after presenting those ideas is generally unfavorable, then the City may choose to move forward in a different direction.

EXHIBIT "C"
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES

COMPENSATION

FEE ESTIMATE (excluding other resources that may be added to the team with the City's prior approval).

Task A	Records/Research/Field Study	20 hours	$ 3,000-5,000
Task B	Proforma Update	80 hours	$30,000-35,000
Task C	Owner/Stakeholder Presentations	60 hours	$35,000-45,000

In addition, I would be thrilled to continue to represent the City of Aliso Viejo in the implementation of the project in partnership with the successful developer(s) as deemed necessary and beneficial.

HOURLY RATES

Brian Cornelius	$225/hour
Steve Hanna	$225/hour
Dan Burgner	$290/hour

Expenses reimbursed at cost plus 10%

City of Aliso Viejo
AGENDA ITEM

DATE: August 16, 2023

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR STC TRAFFIC, INC. FOR ON-CALL TRAFFIC ANALYSIS

Recommended Action:

Approve and authorize the City Manager to execute a second amendment to the professional services agreement with STC Traffic, Inc. to increase the compensation amount by $50,000 for a total compensation amount of $100,000.

Fiscal Impact:

There will be no fiscal impact as project applicants will be required to submit deposits up front to cover the cost of STC Traffic, Inc. services.

Discussion:

In September 2022, the City Manager authorized a professional services agreement with STC Traffic, Inc. ("STC") to peer review applicant submitted traffic analysis for development projects. Subsequently, the agreement was amended to extend the agreement term to December 31, 2023.

STC has been reviewing traffic studies and the compensation amount needs to be increased by an additional $50,000 to continue providing peer review services. There will be no fiscal impact as STC services will be paid by project applicants through deposit accounts.

Attachment:

1. Agreement Amendment

CITY OF ALISO VIEJO

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement for Traffic Engineering and Transportation Planning Services ("Second Amendment") is entered into on the ____ day of _____, 2023, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **STC Traffic, 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 Traffic Engineering and Transportation Planning Services** dated **September 7, 2022** ("Agreement").

2.2 First Amendment. The Parties entered into a First Amendment to extend the agreement for an additional one-year term, ending December 30, 2023.

2.3 Second Amendment. The Parties now desire to enter into a Second Amendment to the Agreement to increase the compensation amount by $50,000, to a total of $100,000.

3. TERMS.

3.1 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" titled Scope of Services, 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.

3.2 Compensation.

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **ONE HUNDRED THOUSAND DOLLARS ($100,000)** ("Total Compensation") without approval of the City's City Manager. Extra work may be authorized, as described in the Agreement and will be compensated at the rates and manner set forth in the 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 Second Amendment.

3.4 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.

3.5 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 Second Amendment.

3.6 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 FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES BETWEEN THE CITY OF ALISO VIEJO AND STC TRAFFIC, INC.

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

Charles Abbott Associates, 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"
SCOPE OF SERVICES

STC offers a comprehensive suite of services to support all of the City's transportation needs, as highlighted below.

Traffic Engineering Design Services

- Traffic Signal Plans
- Signing and Striping Plans
- Traffic Control Plans
- Street Lighting/Electrical Design
- Roadway and Intersection Design
- Complete Streets Design
- Bicycle and Pedestrian Facilities Design (including Cyde Tracks and Multi-Use Paths)
- Roundabout Design
- Traffic Calming Measures
- ADA Compliance
- GIS Analysis and Exhibits
- Engineering Plan Checks
- Traffic Signal Assessments
- Field Reviews
- Signal Warrant Analysis
- Multi-Way Stop Warrant Analysis
- Sight Distance Evaluations
- Communication Systems Design (including Fiber Optic Traffic Signal Interconnect)
- Signal nming and Coordination Plans
- Traffic Data Collection
- Agency Permits
- Utility Coordination

Transportation Planning Services

- Traffic Impact Analysis and Reviews
- VMT Analysis. and Reviews
- Trip Generation Analysis
- Parking Studies
- Corridor Studies
- Feasibility Studies/Alternatives Analysis
- Complete Streets Studies
- Neighborhood Traffic Calming Assessments
- Local **Mobility** Assessments
- School Zone Safety Evaluations/Walk Audits
- Local Road Safety Plans
- Active Transportation Plans
- Safe Routes to Schools Plans
- Circulation and Mobility Elements
- CEOA/NEPA Support
- Transportation and Land Use Models
- Collision Analysis and Safety Countermeasures
- Grant Writing and Management
- Community and Stakeholder Engagement
- City Council and Planning Commission Support

Traffic Engineering Systems and Operations Services

- Constructability Reviews
- Construction Management
- Traffic Electrical Inspection Services Plans
- Maintenance Reviews
- TMC Design, Operations and Mgmt
- Agency Staff Training
- Performance Monitoring
- Traffic Signal Tuning & Control Logic
- At-Grade Rail Crossing Operations
- Transit Priority Systems
- Traffic Signal and Comm. System Master
- Bench Testing and Field Verifications
- Systems Integration
- Systems Diagnostics and Troubleshooting
- ITS Planning. Design and Implementation
- Communications &Network Engineering

EXHIBIT "B"
COMPENSATION

STC Fee Schedule

Executive/Management Classifications	**Hourly Rate**
Principa1-1n-Charge	$270
Senior Principal Manager	$250
Principal Manager	$230
Senior Project Manager	$210
Project Manager	$190
Professional Engineering Classifications	
Principal Engineer	$220
Senior Project Engineer	$200
Project Engineer	$180
Associate Engineer	$150
Assistant Engineer	$120
Professional Planning Classifications	
Principal Planner	$190
Senior Project Planner	$170
Project Planner	$150
Associate Planner	$130
Assistant Planner	$110
Technical/Specialized Classifications	
Senior Technical Specialist	$200
Construction Manager	$190
Project Technical Specialist	$180
Construction Engineer/Inspector	$170
Other Classifications	
Intern	$90
Expert Witness	$350

*The fee schedule includes an hourly range for classifications that are based on years of experience and expertise in the industry.
*STC Traffic is a local business and there are no direct costs for mileage.
*Outsourced reimbursable expenses such as printing and reproduction, deliveries and overnight shipping, computerized plotting, materials, etc., will be charged to the client at the consultant's cost without mark- up.

City of Aliso Viejo
AGENDA ITEM

DATE: August 16, 2023

TO: Mayor and City Council

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

SUBJECT: REQUEST TO APPROVE SITE DEVELOPMENT AND CONDITIONAL USE PERMITS (SDP-2023-00002 AND USE-2023-00008) FOR THE CONSTRUCTION OF A TWO-STORY CLASSROOM BUILDING AND SITE IMPROVEMENTS

Recommended Actions:

1. Open and conduct a public hearing;

2. Find that the request is consistent with the California Environmental Quality Act (CEQA) pursuant to CEQA Sections 15314, 15070 to 15075, 15097, 15164; and

3. Adopt a Resolution approving Site Development and Conditional Use Permits (SDP-2023-00002 and USE-2023-00008) for the construction of a two-story classroom building and site improvements.

Background:

In 1993, the County of Orange approved the development of St. Mary's private school at 7 Pursuit. The school property is within the Community Facilities (CF) zoning district. Surrounding land uses are single-family residential with Coast Hills Community Church to the west.

St. Mary's ("school") is a private, nondenominal Christian school offering preschool through eighth grade with a maximum enrollment of 732 students. There are 95 full-time employees and 19 part-time employees associated with the school. The existing site consists of a 32,500-square-foot athletic/fine arts building, a 31,400-square-foot classroom building, four portable buildings totaling about 15,800 square feet, and 118-space surface parking lot. The Applicant also has an existing reciprocal parking and access easement agreement with the adjacent Coast Hills Church which allows for the school to use the 342 parking spaces in the Coast Hills Church's parking lot on weekdays from 6:00 a.m. to 6:00 p.m.; back-to-school nights from 6:00 p.m. to 11:59 p.m.; and on other days and times mutually agreed to by both parties. The parking agreement also

allows Coast Hills Church to use the school's 85 parking spaces on Sundays from 6:00 a.m. to 11:59 p.m., Saturdays from 4:00 p.m. to 11:59 p.m., and on agreed holidays.

Discussion:

The applicant proposes the following improvements to the school campus:

- Remove four portable buildings totaling approximately 15,800 square feet that cover the southern half of the campus.
- Construct a new two-story, 42'-6" tall, 28,439 square foot building to replace the four portable buildings.
- Construct a new preschool playground.
- Construct a new courtyard with upgraded outdoor furniture and landscape/hardscape.

The portable buildings will be temporarily relocated to the northern half of the campus during construction, then completely removed upon completion of the new two-story building.

Site Development Permit

Pursuant to Aliso Viejo Municipal Code ("AVMC") Section 15.74.020 Site Development Permits ("SDP"), an SDP is required for all projects which involve building construction. The proposed project involves the construction of a new two-story classroom building and therefore, an SDP is required. The following findings shall be made by the decision-making authority prior to the approval of any SDP.

1. Consistency with General Plan. The project is consistent with the general plan and any applicable specific plan.

   There is no specific plan associated with the project site, however a master plan was approved for the project site under County of Orange, prior to the City's incorporation. Therefore, the City's General Plan and the master plan are the guiding documents for developments on the project site. The existing private school use is consistent with the underlying land use designation of Community Facilities, which permits public and private schools. The proposed project is consistent General Plan Land Use Element Policy LU-2.4 that encourages land uses that complement (in type, size, scale, and design) the community's topography, scenic vistas, and natural resources; and LU-5.4 that encourages cooperation with other agencies to address regional issues and opportunities related to housing, infrastructure, water supply, transportation, and other growth-related planning issues. The proposed project allows for accommodation of growth-related planning issues pertaining to existing schools' availability and capacity. The proposed project would allow for permanent classrooms, allowing existing capacity to remain, as portable classrooms are not intended to be

permanent solutions to classroom facilities need. Based on consistency with these policies, 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 is consistent with this code and any applicable specific plan.

   The project site is zoned Community Facilities and private schools are allowed with the approval of a conditional use permit in this zone. The proposed project is for a new classroom building and onsite improvements for a private school which has operated at this location since 1993. The proposed building is in compliance with the development standards of AVMC, which include and are not limited to, setbacks, height, open space, and floor area ratio. There are no changes to the existing number of parking allocated to the site, which includes 85 surface parking spaces on site and the use of the adjacent Coast Hills Community Church ("church") parking lot allowed through an existing parking agreement. The parking agreement allows the school to utilize the church parking lot on weekdays from 6 a.m. to 6 p.m. and on special events (e.g. back to school and open house, etc.). As the proposed project replaces existing portable buildings with reduced enrollment count, the parking remains adequate for the site. Therefore, this finding can be made.

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

   The City adopted a Mitigated Negative Declaration for previous site improvements on the school campus (SDP 05-14). The applicant will be required to comply with the previously adopted mitigation measures. With the following mitigation measures added as conditions of approval, this finding can be made.

   Mitigation Measure 19

   Prior to the relocation and/or removal of the portable classroom buildings, the project Applicant shall submit an interim parking plan to City staff for approval. The interim parking plan shall ensure that adequate parking will be available to accommodate the school's demand for parking during the construction phase to offset the temporary loss of on-site parking. The plan may propose such measures as parking on one side of Pursuit, a joint parking arrangement with Coast Hills Church, remote parking with shuttle service, increased staggering of school hours for different grades, and/or other measures as deemed necessary by the City.

   Mitigation Measure 20

   Prior to issuance of the grading permit, the project Applicant shall submit a drop-off/pick up plan to City staff for approval. If, in the judgement of the City, adequate

queuing cannot be provided, the Applicant shall submit an alternative site plan to the City (such as shown on the attached exhibit: “Alternative Site Plan with All Queuing Onsite” that accommodates both queuing and the school’s parking demands on the school property. Staff has determined the project is consistent with the Negative Declaration adopted pursuant to the California Environmental Quality Act (CEQA) therefore the proposed project would be consistent with the original project analyzed in the Adopted Mitigated Negative Declaration.

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 styles, is compatible with surrounding development.

   The proposed two-story classroom building is designed to blend harmoniously with the surrounding buildings. The new two-story building is designed to be consistent with the existing campus buildings utilizing similar architectural elements, colors, and materials. The two-story building is designed to be compatible with the surrounding uses and functionally for modernizing the existing campus from portable buildings into a permanent building. In addition, the project proposes architectural enhancements that are consistent with the modern contemporary theme of the existing campus buildings. For example, the proposed building façade includes modern fixtures and color tones with a square exterior stairway that provides access to the building and a modern architectural focal point to the building. Additionally, the proposed flat roof design will be compatible with other existing school buildings that will remain. The design of the new-two story classroom building is similar in scale and design to the existing buildings onsite and therefore, this finding can be made.

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.

   The Applicant proposes to remove the existing portable classroom structures on the project site and build a new two-story classroom building in its place. Site circulation and pedestrian amenities will be enhanced with the new courtyard, furniture, and landscape/hardscape. Exterior lighting will complement the use of the campus buildings and outdoor spaces will incorporate the City’s Crime Prevention Through Environmental Design standards as established in Appendix A of the Zoning Code. The proposed site enhancements will improve the site design and will be compatible with the surrounding development. Therefore, this finding can be made.

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 proposed project includes updated landscape that will be compatible with the existing landscape and with the approved plant palette for the City. No vegetation is proposed that would block existing views of the surrounding topography or exceed the existing building height. Therefore, this finding can be made.

Conditional Use Permit

The project site located at 7 Pursuit is zoned Community Facilities and the proposed use, a private school with outdoor facilities requires a Conditional Use Permit according to AVMC 15.26.020. The previously approved Master Plan allowed for the development of a private school onsite, and the continued use of the reciprocal parking agreement. The previous approval allowed for up to 900 student enrollments with a CUP for Grades K-8. The proposed use includes expansion of educational services to include early education (preschool) and a reduction of maximum enrollment from 900 students to 732 students. The proposed changes require a CUP, subject to the following findings.

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

   This finding can be made as evidenced in SDP finding no. 1 above.

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.

   This finding can be made as evidenced in SDP finding no. 2 above.

3. Compliance with California Environmental Quality Act. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.

   This finding can be made as evidenced in SDP finding no. 3 above.

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 project site is zoned Community Facilities, and it is intended to provide public, quasi-public, and private community use to serve the needs of residents, visitors, property owners, and workers in the City. Pursuant to Section 15.026.020, schools, private, with outdoor facilities, such as private elementary and high schools are subject to a Conditional Use Permit. The proposed two-story classroom would

allow for a consolidation of temporary structures onsite into a permanent structure decreasing the quantity of buildings onsite. The expansion of educational services would not impact surrounding uses as the enrollment is proposed to be reduced from 900 to 732 students. The reduced number of students will lead to an overall reduction of existing impacts. Therefore, the proposed expansion of educational services onsite from K-8 to Preschool to 8th grade and construction of the new two-story classroom building would not result in adverse impacts to surrounding uses, and this finding can be made.

Public Notice:

In accordance with Aliso Viejo Municipal Code (AVMC) Section 15.70.070, a public hearing notice was mailed to all property owners and center current tenants within 300 feet of the subject property on August 3, 2023, and was previously published in the Laguna Niguel News on August 3, 2023. The City received one email correspondence requesting to view the proposed plans.

Attachments:

1. 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 SITE DEVELOPMENT PERMIT AND CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF A TWO-STORY CLASSROOM BUILDING AND SITE IMPROVEMENTS AT 7 PURSUIT (SDP-2023-00002 AND USE-2023-00008)

WHEREAS, on December 10, 1997, the County of Orange Board of Supervisors adopted a Mitigated Negative Declaration and approved a Site Development Permit (SP-93-0079) for a Master Plan for the Saint Mary's School located at 7 Pursuit; and

WHEREAS, on March 23, 2023, Chris Savage of RGA Architects on behalf of Saint Mary's School (Applicant), submitted an application to construct a two-story classroom building with site improvements ("Project); and

WHEREAS, pursuant to Title 14, California Code of Regulations, section 15367, the City is lead agency for the purposes of the Project; and

WHEREAS, on August 2, 2023, the City reviewed the proposed application and determined that the Project is consistent with the adopted Mitigated Negative Declaration for the Saint Mary's School Master Plan; and

WHEREAS, on August 3, 2023, a public hearing notice was published in the Laguna Niguel news and mailed to all owners of real properties within 300 feet of the subject property; and

WHEREAS, on August 16, 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, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

Section 2. **Approval of Project and Findings for a Site Development Permit.** In accordance with AVMC 15.74.020(D), the City Council hereby makes the following findings of fact and approves a Site Development Permit (SDP-2023-00002) to construct a two-story classroom building and site improvements, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which exhibits are both attached hereto and incorporated herein by reference.

Attachment 1

1. Consistency with General Plan. The project is consistent with the general plan and any applicable specific plan. There is no specific plan associated with the project site, however a master plan was approved for the project site under County of Orange, prior to the City's incorporation. The existing private school use is consistent with the underlying land use designation of Community Facilities, which permits public and private schools. The proposed Project is consistent General Plan Land Use Element Policy LU-2.4 that encourages land uses that complement (in type, size, scale, and design) the community's topography, scenic vistas, and natural resources; and LU-5.4 that encourages cooperation with other agencies to address regional issues and opportunities related to housing, infrastructure, water supply, transportation, and other growth-related planning issues. The proposed project allows for accommodation of growth-related planning issues pertaining to existing schools' availability and capacity. The proposed Project would allow for permanent classrooms, allowing existing capacity to remain, as portable classrooms are not intended to be permanent solutions to classroom facilities need.

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. The Project site is zoned Community Facilities and private schools are allowed with the approval of a conditional use permit in this zone. The proposed project is for a new classroom building and onsite improvements for a private school which has operated at this location since 1993. The proposed building is in compliance with the development standards of AVMC, which include and are not limited to, setbacks, height, open space, and floor area ratio. There are no changes to the existing number of parking allocated to the site, which includes 85 of surface parking on site and the use of the adjacent Coast Hills Community Church ("church") parking lot allowed through an existing parking agreement. The parking agreement allows the school to utilize the church parking lot on weekdays from 6 a.m. to 6 p.m. and on special events (e.g. back to school and open house, etc.). As the overall enrollment will be reduced from 900 to 732 students, the existing parking remains adequate for the site.

3. Compliance with the California Environmental Quality Act (CEQA). Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act. The City adopted a Mitigated Negative Declaration for previous site improvements on the school campus (SDP 05-14). The applicant will be required to comply with the previously adopted mitigation measures, with the following two conditions added as conditions of approval:

    A. Mitigation Measure 19 - Prior to the relocation and/or removal of the portable classroom buildings, the project Applicant shall submit an interim parking plan to City staff for approval. The interim parking plan shall ensure that adequate parking will be available to accommodate the school's demand for parking during the construction phase to offset the temporary

loss of on-site parking displaced by the placement of the four portable classroom structures. The plan may propose such measures as parking on one side of Pursuit, a joint parking arrangement with Coast Hills Church, remote parking with shuttle service, increased staggering of school hours for different grades, and/or other measures as deemed necessary by the City.

B. Mitigation Measure 20 - Prior to issuance of the grading permit, the project Applicant shall submit a drop-off/pick up plan to City staff for approval. If, in the judgement of the City, adequate queuing cannot be provided, the Applicant shall submit an alternative site plan to the City (such as shown on the attached exhibit: "Alternative site Plan with All Queuing Onsite" that accommodates both queuing and the school's parking demands on the school property. Staff has determined the project is consistent with the Negative Declaration adopted pursuant to the California Environmental Quality Act (CEQA) therefore the proposed project would be consistent with the original project analyzed in the Adopted Mitigated Negative Declaration.

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 styles, is compatible with surrounding development. The proposed two-story classroom building is designed to blend harmoniously with the surrounding buildings. The new two-story building is designed to be consistent with the existing campus buildings utilizing similar architectural elements, colors, and materials. The two-story building is designed to be compatible with the surrounding uses and functionally for modernizing the existing campus from portable buildings into a permanent building. In addition, the project proposes architectural enhancements that are consistent with the modern contemporary theme of the existing campus buildings. For example, the proposed building façade includes modern fixtures and color tones with a square exterior stairway that provides access to the building and a modern architectural focal point to the building. Additionally, the proposed flat roof design will be compatible with other existing school buildings that will remain. The design of the new-two story classroom building is similar in scale and design to the existing buildings onsite.

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. The proposed Project includes the removal of existing portable classroom structures and the construction of a new two-story classroom building in its place. Site circulation and pedestrian amenities will be enhanced with the new courtyard, furniture, and landscape/hardscape. Exterior lighting will complement the use of the campus buildings and outdoor spaces will incorporate the City's Crime Prevention Through Environmental Design standards as established in Appendix A of the Zoning Code.

The proposed site enhancements will improve the site design and will be compatible with the 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 proposed project includes updated landscape that will be compatible with the existing landscape and with the approved plant palette for the City. No vegetation is proposed that would block existing views of the surrounding topography or exceed the existing building height.

Section 3. **Approval of Project and Findings for a 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-2023-00008) to expand the existing educational services from grades K through 8 to Pre-K through 8, 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 as evidenced in Section 2.1 above.

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 evidenced in Section 2.2 above.

3. Compliance with California Environmental Quality Act. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act as evidenced in Section 2.3 above.

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 project site is zoned Community Facilities, and it is intended to provide public, quasi-public, and private community use to serve the needs of residents, visitors, property owners, and workers in the City. Pursuant to Section 15.026.020, schools, private, with outdoor facilities, such as private elementary and high schools are subject to a Conditional Use Permit. The proposed two-story classroom would allow for a consolidation of portable structures to a permanent structure, decreasing the quantity of buildings onsite. The expansion of educational services would not impact surrounding uses as the enrollment is proposed to be reduced from 900 to 732 students. Reduced number of students will lead to an overall reduction of existing impacts.

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

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

PASSED, APPROVED AND ADOPTED this 16th day of August 16, 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 16th day of August, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT "A"
SITE DEVELOPMENT AND CONDITIONAL USE PERMITS
(SDP-2023-00002 AND USE-2023-00008)
CONDITIONS OF APPROVAL

1. This approval is for the following improvements to the St. Mary's school campus.
   a. Remove four portable buildings totaling approximately 15,800 square feet that covers the southern half of the campus.
   b. Construct a new two-story, 42'-6" tall, 28,439 square foot building to replace the four portable buildings.
   c. Construct a new preschool playground.
   d. Construct a new courtyard with upgraded outdoor furniture and landscape/hardscape.
   e. Temporary relocation of the four portable buildings to the northern half of the campus during construction, then completely removed upon completion of the new two-story building.

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

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

5. 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.

6. The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City Staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to the granting of these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120.

7. 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.

8. All signs shall be maintained on the property in accordance with the Municipal Code and any adopted Sign Program in effect for the property.

9. This Resolution and Conditions of Approval shall be incorporated into building plans to all applicable reviewing agencies or authorities.

10. Tenant improvements shall be submitted for review, approved, and permits issued, and shall comply with standards, regulations, and requirements of current editions of the California Building Code, California Plumbing Code and California Mechanical

Code, California Electrical Code, including any local amendments adopted by the City of Aliso Viejo.

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

12. Roof-mounted mechanical equipment such as air conditioning, heating or ventilating units or ducting shall be screened from a horizontal line of sight. Such screening shall be architecturally consistent with the building and an integral part of the roof design so as not to appear as an architectural "afterthought." For flat roofs, an architecturally consistent screen enclosure behind the parapet wall may be used if it is made to appear as an integral part of the building. The ground-mounting of mechanical equipment, with appropriate wall or landscape screening is required.

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

14. The Project shall be subject to the requirements of Title 15 Zoning Code, Appendix A Crime Prevention Through Environmental Design ("CPTED"). Based on the City Crime Prevention Specialist shall review and inspection of the Project, the Applicant shall make the required improvements and submit the necessary documentation showing compliance to the satisfaction of the Crime Prevention Specialist.

15. Above ground obstructions (utility cabinets, mailboxes, etc.) are to be placed within right-of-way landscaping areas whenever possible and shall be screened subject to the approval of the Community Development Director. When above ground obstructions are to be placed within sidewalk, a minimum five (5) foot clear sidewalk width must be provided around the obstruction.

16. All backflow preventers, transformers, and other above-grade utilities shall be appropriately screened from public with walls and/or plantings, unless prohibited by another governing agency.

17. Design, maintenance, an operation of the permit area and facilities thereon shall comply with all applicable regulations of the City, and all requirements and enactments of Federal, State, County, and City authorities, and all such requirements and enactments shall, by reference, become conditions of this permit whether or not they are listed as conditions.

18. All requirements and conditions of approval established under previous entitlements for the site shall remain in effect and the Owner/Developer shall be responsible for knowing and complying with said requirements and conditions.

19. If any hazardous waste is encountered during construction of any portion of this Project, all work shall be immediately stopped on that portion of the Project, and the Orange County Health Care Agency (OCHCA), the Orange County Fire Authority (OCFA), the Orange County Sheriff's Department (OCSD), and the Director of Public Works shall be notified immediately. Work on that portion shall not continue until clearance has been issued by all of these agencies.

20. The Owner/Developer shall utilize a safe working environment policy, where all workers and visitor to the site must observe a 10-mile per hour speed limit in the constriction area.

21. The Owner/Develop shall utilize a safe zone around the construction area, where all unauthorized persons are restricted from entering the work site at any time and the public shall be protected from accidents and injury arising from the construction of the Project.

22. Landscaping shall be permanently and continuously maintained in a health manner by either the applicable management association or the property owner and shall be designed with efficient irrigation to eliminate runoff to the extend practical, promote surface filtration, and minimize use of fertilizers and pesticides which can contribute to urban runoff pollution.

23. The Site Development Permit and Conditional Use Permit shall be deemed established if the building permit issuance occurs within one year of the effective date of the approval of Site Development Permit SDP-2023-00002 and Conditional Use Permit USE-2023-00008 or within such time period designated by the approval body.

Conditions Required Prior to the Issuance of a Building Permit

Planning Department Conditions

24. Mitigation Measure 19 - Prior to the relocation and/or removal of the portable classroom buildings, the project Applicant shall submit an interim parking plan to City staff for approval. The interim parking plan shall ensure that adequate parking will be available to accommodate the school's demand for parking during the construction phase to offset the temporary loss of on-site parking. The plan may propose such measures as parking on one side of Pursuit, a joint parking arrangement with Coast Hills Church, remote parking with shuttle service, increased staggering of school hours for different grades, and/or other measures as deemed necessary by the City.

25. Mitigation Measure 20 - Prior to issuance of the grading permit, the project Applicant shall submit a drop-off/pick up plan to City staff for approval. If, in the judgement of the City, adequate queuing cannot be provided, the Applicant shall submit an alternative site plan to the City (such as shown on the attached exhibit: “Alternative site Plan with All Queuing Onsite” that accommodates both queuing and the school’s parking demands on the school property. Staff has determined the project is consistent with the Negative Declaration adopted pursuant to the California Environmental Quality Act (CEQA) therefore the proposed project would be consistent with the original project analyzed in the Adopted Mitigated Negative Declaration.

Building Department Conditions

26. Prior to issuance of a Building Permit, the Owner/Developer shall obtain all necessary and required approval of project plans from all City Departments, County of Orange, and all other applicable outside agencies.

27. Prior to issuance of a Building Permit, the Owner/Developer shall submit payment, or proof of payment prior to issuance of a building permit for that particular phase any and all applicable plan check, school, water, sewer, Transportation Corridor, and other public benefit fees, if not previously paid. Owner/Developer shall submit evidence of said payments.

28. Sumit three (3) complete sets of plans (structural, mechanical, electrical, and plumbing). Said plans submitted shall contain two (2) copies of soil reports, liquefaction investigation reports and structural calculations.

29. All plans shall be designed in conformance with the 2022 editions of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, and the Aliso Viejo Municipal Code.

Fire Department Conditions

30. Prior to the issuance of necessary building permits, the Applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review and approval

    a. Architectural (Service Codes PR200-PR285)
    b. Hazardous materials compliance and chemical classification (Service Codes PR315-PR328)
    c. Hazardous equipment, processes, or operations (Service Codes PR345-PR360)
    d. High-piled storage (Service Code PR330)
    e. Refrigeration and vapor detection/alarm system (Service Codes PR340 and PR500-PR520), if required by the Refrigeration Disclosure worksheet in OCFA guideline G-02 or the California Fire or Mechanical Codes

31. Plan Submittal: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

    a. Fire Master Plan (service code PR145)
    b. Prior to issuance of a building permit: Architectural Plan (service codes PR216), E/I4/B when required by the OCFA "Plan Submittal Criteria Form"

    Deferred submittals: this submittal may be deferred when acceptable to the Building Department, but the required conduit must be installed prior to concealing interior construction.

    c. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
    d. Fire sprinkler system (service codes PR400-PR465)

    Prior to concealing interior construction:

    e. fire alarm system (service code PR500-PR520), if modified, provided voluntarily, or required by code.

<u>Police Services Department Conditions</u>

32. Pursuant to Zoning Code Appendix A: Requirements for Crime Prevention Through Environmental Design (CPTED), buildings, open parking lots, walkways, and accesses in nonresidential complexes shall conform to the following lighting standards:

    a. All types of exterior doors shall be illuminated during darkness, with a minimum maintained 1-foot candle of light, measured within a 5-foot radius on each side of the door at ground level. The light source shall be controlled by a photocell device or an uninterruptible A.C. power source.
    b. Recessed areas of buildings or fences, which have a minimum depth of 2 feet, a minimum height of 5 feet, and do not exceed 6 feet in width and are capable of human concealment, shall be illuminated with a minimum maintained 0.5 foot-candle of light at ground level during the hours of darkness. This requirement only applies to defined recessed areas within 6 feet of the edge of a designated walking surface with an unobstructed pathway not hindered by walls or hedge row landscaping at least 2 feet in height. The light source may be motion detectors with a photocell device.
    c. Stairways shall be illuminated with a vandal resistant light fixture with a minimum maintained 1 foot-candle of light on all landings and/or stair treads, during the hours of operation and darkness. The interior service stairways shall

be painted a light, highly reflective color.

d. All interior or exterior corridors, passageways and walkways in any hotel, motel or inn shall be illuminated with a minimum maintained 1-foot candle of light on the walking surface.
e. All exterior pedestrian walkways, interior common corridors, and open parking lots shall be illuminated with a minimum maintained 1-foot candle of light on the walking or driving surface during operation and darkness.
f. The light source utilized to comply with this section shall have a rated average bulb life of not less than 10,000 hours.
g. Accessible luminaires utilized to meet the requirements of this section shall have vandal resistant light fixtures and be not less than 3 feet in height from ground level when used to illuminate walkways and a minimum of 8 feet in height from ground level when illuminating surfaces associated with vehicles. Light fixtures shall be deemed accessible if mounted within fifteen feet vertically or 6 feet horizontally from any accessible surface or any adjoining roof, balcony, landing, stair tread, platform, or similar structure.
h. A site plan shall be provided showing buildings, parking area, walkways, detailed landscaping and a point-by-point photometric calculation of the required light levels. Foot-candles shall be measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum. Landscaping shall not be planted to obscure required light levels.
i. All lighting on the property shall be designed to prevent spillover onto neighboring properties.

33. Pursuant to Zoning Code Appendix A: Requirements for Crime Prevention Through Environmental Design (CPTED), to maintain sufficient illumination for security purposes, landscaping plans shall be designed so that trees and other landscaping do not obstruct light sources from outdoor fixtures, including parking lot lighting.

34. Pursuant to Zoning Code Appendix A: Requirements for Crime Prevention Through Environmental Design (CPTED), landscaping shall be designed so that trees and other landscaping do not obstruct views of traffic signs or address numerals on buildings.

<u>Public Works Department Conditions</u>

35. The Owner/Developer's Landscape Plan shall be prepared by a State licensed landscape architect and shall include all proposed and existing plant materials (location, type, size, and quantity), an irrigation plan, a grading plan, an approved site plan and a copy of the entitlement conditions of approval. The Owner/Developer shall post surety guaranteeing the construction of the improvements. The Plan shall be reviewed and approved by the Director of Public Works and the Community Development Director.

36. The Owner/Developer's Landscape Plan shall include elements to the extent practicable to protect existing and proposed pavements from root damages.

37. The Owner/Developer's Landscape Plan shall conform to the City's current Water Efficient Landscape Regulations at the time of submittal.

38. All graded slopes shall be permanently planted in a timely manner, meeting the Director of Public Works' approval and in compliance with the approved Landscape Plan with groundcover, trees and shrubs that will stabilize slopes and minimize erosion.

39. Pad certification by the Design Civil Engineer and Soil Engineer is required prior to commencing construction of any building foundation or structure.

40. Submit a Water Quality Management Plan that addresses comments provided to applicant that includes the following,

    a. The project is proposing to not treat almost 7,500 sf area. They do not provide adequate technical justification. Additionally, they are attempting to use Impervious Area Dispersion site design measures in this area but have already proven that infiltration is not feasible. Not a valid hydrologic source control. They are proposing the use of a Modular Wetland System which is ok because they are able to mitigate via biofiltration, but their proposed system is not sized for the required 1.5 times the treatment volume. The proposed MWS will have to be upsized. It does not appear that they are segregating flows from the undeveloped portion of the site. If flows are comingling, all must be mitigated. This will significantly increase the required treatment volume.

<u>Public Works Department Conditions</u>

41. Prior to issuance of a Grading Permit, a construction phase Solid Waste Management Plan shall be prepared and submitted to the Director of Public Works for review and approval. This plan shall include specific measures to reduce refuse generated by construction of the proposed project. The Owner/Developer, property Owner/Developer, or successor in interest shall prepare a waste management plan, which shows how construction materials will be recycled, consistent with the City of Aliso Viejo Waste Reduction Ordinance.

42. Prior to issuance of a Grading Permit, a Solid Waste Management Plan for continuous solid waste handling shall be submitted to the Director of Public Works for review and approval. This Plan shall assure compliance with AB 939, AB 1594 and AB 1826 provisions to maximize recovery and recycling of solid waste generated on-site including green waste and organics. The plan shall include provisions for storing and handling of solid waste, including location and design of solid waste storage areas. Each area shall conform to the City's Municipal Code and be designed and constructed in such a manner to be properly screened to prevent precipitation from entering waste containers and to assure water quality standards are maintained for any storm water which may enter a solid waste enclosure, and to

provide adequate space for separation of wastes for recycling. The plan shall be reviewed by the City's franchise solid waste hauler and appropriately modified to assure effective operations.

The Project shall require that the Solid Waste Management Plan reduces waste to landfills by a minimum of 75 percent.

43. All existing and proposed utilities shall be placed under ground, where feasible and acceptable to the utility provider, as approved by the Director of Public Works.

44. The Owner/Developer and its contractors shall use their best efforts to protect in place all survey monuments during construction. Disturbed monuments shall be reestablished.

45. Prior to issuance of a Grading Permit, the Owner/Developer shall have a geotechnical report prepared to the satisfaction of the Director of Public Works and at a minimum, the geotechnical report shall address the following:

    a. The Owner/Developer or subsequent Owner/Developers shall contract with an Engineering Geologist and Geotechnical Engineer to quantify engineering properties of the on-site soil materials, to assess potential for weak soils or bedding layers which may affect cut or natural slopes, and to verify that grading planned within the project boundary will be remediated to result in an increase in landslide stability consistent with factors of safety approved by the city's consulting Geotechnical Engineers. This geotechnical study shall, as deemed necessary by the Director of Public Works and consulting City Geologist and Geotechnical Engineer, further assess slopes adjacent to existing residential development areas. Further assessment must also address stability and mitigation measures for slopes adjacent to residential areas, as well as potential off-site impacts along access streets. Findings and recommendations of the geotechnical assessment shall be incorporated into the final design for commercial and residential structures.

    b. The Owner/Developer will determine with subsequent geotechnical studies, the location of any landslide or unstable slope areas. Landslides and slope areas shall be removed and re-compacted during grading to the satisfaction of the Director of Public Works and the City's consulting Geotechnical Engineers. All cut and fill slopes, foundations, and structures, shall be designed and constructed to comply with the California Building Code (CBC) and applicable City and County Grading Ordinances. Modification to these standards shall be permitted only with written concurrence of the Director of Public Works.

    c. An engineering geologist shall define final grading requirements for the site. All geological recommendations shall be reviewed and approved by the Director of Public Works. Foundation designs in areas where fault traces are identified

that have been deemed inactive should address enhancing stability of buildings in the event minor movement occurs as a secondary effect of ground shaking.

d. An engineering geologist shall study all unanticipated faults exposed during grading to detect any evidence of possible recent activity and submit the findings to the Director of Public Works for review. No structure shall be placed within 50 feet of any fault trace.

e. Prior to issuance of a grading permit, the Developer shall submit to the Director of Public Works for review and approval, a detailed Geotechnical Engineering Report certified by a California Registered Civil Engineer. The Geotechnical Engineering Report shall include an investigation with regard to liquefaction, expansive soils, and seismic safety. Also, the Report shall discuss contents of the soils as to presence or absence of any hazardous waste or other contaminants in the soils. Should additional geotechnical studies be generated or required as a result of the geotechnical investigation, additional plan check fees will be required. The Developer shall reimburse the City for all costs including the City's administrative fee for this review.

f. All recommendations included in the approved Geotechnical Engineering Report shall be implemented during project design, grading, and construction in accordance with the approved project. The Director of Public Works shall review all plans for conformance of grading plan-check the Developer's geotechnical engineer shall sign the plans confirming that the grading plans incorporate recommendations of the approved soil report(s).

g. ROG, NOX and dust during construction grading shall be suppressed by the following activities:

    i. The Project and its contractors shall ensure that, during construction, contractors shall turn off all diesel-powered construction vehicles when those vehicles are not in use and prohibit idling of vehicles for longer than three minutes.

    ii. All diesel engines used in construction equipment should use high-pressure injectors.

    iii. All diesel engines used in construction equipment should use reformulated diesel fuel if commercially available.

    iv. Fuel injection of all diesel engines used in construction equipment should be retarded two degrees from the manufacture's recommendation.

v. All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.

vi. All active portions of the site shall be either periodically watered or treated with environmentally safe dust suppressants to prevent excessive amounts of dust.

vii. Construction vehicles and trucks exiting the project site during grading operations shall be required to have the wash-downs to minimize dispersion of dust or other debris onto local streets.

h. The Owner/Developer shall submit a detail method and procedures with support analysis for review and approval to the Director of Public Works for backcut, and installation of buttress fills for cut slope remediation located throughout the project.

46. Backfill of any pipe or conduit shall be in conformance with the approved Geotechnical report or as otherwise specified by the Director of Public Works

47. Soil testing for trench compaction shall be performed on all trenching in conformance with the approved geotechnical report or as otherwise specified by the Director of Public Works.

48. Prior to issuance of a Grading Permit, the Owner/Developer shall submit to the Director of Public Works for review and approval, street improvement plans including drainage plans and hydraulic calculations prepared by a California Registered Civil Engineer and shall post sufficient surety guaranteeing the construction of the improvements.

49. Truck noise from hauling operations shall be minimized through establishing hauling routes that avoid residential areas within the City. The hauling plan must be identified as part of the grading plan and shall be approved by the Director of Public Works prior to issuance of a Grading Permit.

a. The Owner/Developer shall ensure construction equipment is fitted with modern sound-reduction equipment.

b. Stationary noise sources that exceed 70 dbA of continuous noise generation (at 50 feet) shall be shielded with temporary barriers if existing residences are within 350 feet of the noise source.

c. Designated-parking areas for construction worker vehicles and for materials storage and assembly shall be provided. These areas shall be set back as far as reasonably attainable from or otherwise shielded from existing residential neighborhoods.

d. Prior to commencement of grading operations, immediately surrounding property owners, shall be notified in writing of construction schedules for major grading, including when clearing and grading is to begin. Content of this required communication shall be approved by the Director of Public Works.

50. Prior to issuance of a Grading Permit, the Owner/Developer shall submit to the City for review and approval, a grading plan for each phase, prepared by a California Registered Civil Engineer, and shall enter into an agreement and shall post sufficient surety guaranteeing completion of all grading approved by the Director of Public Works.

51. Off-site import or export operations requiring transport of an excess of 500 cubic yards of material shall require City approval prior to commencement of hauling or staged grading operations. The Project shall require that the site preparation and grading contractors limit the daily disturbed area to five (5) acres or less.

    A haul route plan is to be submitted for review and approval by the Director of Public Works and Community Development Director. Additional surety for cleaning and or repair of the public streets shall be required as directed by the Director of Public Works. No stockpiles shall be placed on-site or off-site within the City without a grading plan approved by the Director of Public Works.

52. All requests for staged grading shall be submitted in writing to the Director of Public Works for review and approval (the amount of disturbed area shall be minimized to accommodate only the specific construction phase being constructed.)

53. Temporary irrigation, hydro-seeding and/or erosion control measures shall be implemented on all temporary grading. Temporary grading is defined to be any grading partially completed and any disturbance of existing natural conditions due to construction activity. These measures will apply to temporary grading activity that remains or is anticipated to remain unfinished or undisturbed in its altered condition for a period of time greater than thirty (30) days or the beginning of the rainy season whichever comes first.

54. Maximum gradient for any slope shall not exceed a 2:1 slope inclination except where special circumstances exist. In the case of special circumstances where steeper slopes are warranted, a certified soils engineer will review plans and their recommendations will be subject to review and approval of the Director of Public Works.

55. During grading, the following requirements shall apply:

    a. Grading may occur during the rainy season from October 15th to April 15th subject to approval by the Director of Public Works and installation of erosion control facilities. Erosion control measures shall be in place and functional

between October 1st and April 30th. In order to comply with the October 1 date, revised erosion control plans shall be submitted to the Director of Public Works no later than September 1st of each year from the start of grading or clearing operations to the time of grading bond release.

b. Prior to any work being conducted within the City right of way, the Owner/Developer shall obtain all necessary encroachment permits from Director of Public Works.

c. During site preparation and construction, the Owner/Developer shall minimize disturbance of natural groundcover on the project site until such activity is required for grading and construction purposes. During grading operation, the Owner/Developer shall employ a superintendent for National Pollutants Discharge Elimination System ("NPDES") compliance. The NPDES superintendent shall be present, on the project site Monday through Friday and on Saturday if the probability of rain is 40% or higher and prior to the start of and during all grading or clearing operations until release of grading bonds. The NPDES superintendent shall have full authority to hire personnel, rent equipment and purchase materials to the extent needed to effectuate Best Management practices. The NPDES superintendent shall provide proof to the Director of Public Works of attendance and satisfactory completion of courses satisfactory to the Director of Public Works totaling no less than 8 hours directed specifically to NPDES compliance and effective use of Best Management Practices. Proof of such attendance and completion shall be provided to the Director of Public Works prior to employment of the NPDES superintendent.

d. During clearing, grading, earth moving or excavation operations, regular watering or application of other dust palliatives acceptable to the Director of Public Works shall be used to control dust. In addition the following measures shall apply:

    i. Water (with potable or reclaimed at Owner/Developer's discretion) all site access roads and material excavated or graded on or off-site to prevent excessive amounts of dust. Watering shall occur a minimum of at least two times daily, preferably in the late morning and after completion of work for the day. Additional watering for dust control shall occur as directed by the Director of Public Works. The grading plan shall indicate the number of water trucks that will be available for dust control at each phase of grading.

    ii. Cease all clearing, grading, earth moving, or excavation operations during periods of high winds (greater than 15 mph averaged over one hour.) The contractor shall maintain contact with the Air Pollution Control District (APCS) Meteorologist for current information about

average wind speeds. Water or securely cover all material transported off-site and on-site to prevent excessive amounts of dust.

iii. Keep all grading and construction equipment on or near the site, until these activities are completed.

iv. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive dust generation.

v. Clean mud and dirt off heavy-duty construction vehicles before they leave the site.

56. After clearing, grading, earth moving, or excavation operations, and during construction activities, fugitive dust emissions shall be controlled using the following levels.

    a. Apply non-hazardous chemical stabilizers to all inactive portions of the construction site. When appropriate, see exposed surfaces with a fast growing, soil binding plant to reduce wind erosion and its contribution to local particulate levels.

    b. Periodically, or as directed by the Director of Public Works, sweep public streets in the vicinity of the site to remove silt (i.e. fine earth material transported from the site by wind, vehicular activities, water runoff, etc.), which may have accumulated from construction activities.

57. Prior to commencement of grading activities, the Owner/Developer shall coordinate with utility and service organizations regarding any construction activities to ensure existing facilities are protected and any necessary expansion or relocation of facilities are planned and scheduled in consultation with the appropriate public agencies.

58. Prior to issuance of a Precise Grading Permit for any production phase, the Owner/Developer shall submit to the Director of Public Works and Community Development Director a letter from utility and service providers confirming availability of services (i.e. water, wastewater etc.) to and from the site.

59. During site preparation and construction, the Developer shall construct temporary storm water diversion structures as approved by the Director of Public Works.

60. There shall be no sheet or concentrated flow of drainage leaving the project site and crossing adjacent property or draining into the public right-of-way.

61. Prior to issuance of a Grading Permit, the Owner/Developer shall submit to the Director of Public Works for review and approval a Water Quality Management Plan to address water quality impacts of the project which is consistent with NPDES

Permit (R9-2015-0100; R9-2013-0001 as amended by R9-2015-0001) and the current Orange County Model WQMP at the time of plan submittal. The plan shall address low impact development (LID) and hydromodification requirements. The management regime recommended in this Plan shall be the governing document for long-term maintenance of water quality features included in the project. The City shall periodically monitor adherence to plans and management guidelines contained in the Plan and may initiate action as necessary to ensure compliance by the property Owner/Developer with all conditions established by the plan.

62. As required by the State Construction General Permit and City of Aliso Viejo Stormwater Quality Management Program, a Storm Water Pollution Prevention Plan (SWPPP) shall be developed by a Qualified SWPPP Developer (QSD) to address pollution prevention and solid waste management during construction activities. Temporary erosion control measures shall be used during the construction process to minimize water quality impacts. Specific measures to be applied shall be identified in the project Erosion and Sediment Control Plan. A Qualified SWPPP Practitioner (QSP) shall be onsite during all construction activities. The following water quality assurance techniques shall be considered for implementation to the satisfaction of the Director of Public Works, as deemed necessary.

    a. Provide temporary soil cover, such as hydro-seeding, mulch, binder and erosion control blankets, to protect exposed soil from wind and rain.

    b. Incorporate silt fencing, berms, straw rolls, filter material and dikes to protect storm drain inlets and drainage courses.

    c. Incorporate rough grade contours to reduce flow concentrations and velocities.

    d. Divert runoff from graded areas, using straw bale, earth, and sandbag dikes.

    e. Minimize soil exposure during the October through April rainy season.

    f. Install sediment traps or basins.

    g. Maintain and monitor erosion/sediment controls.

63. To minimize water quality effects of permanent erosion sources, the following design features shall be considered for implementation into the project-grading plan to the satisfaction of the Director of Public Works. The Director of Public Works shall review and approve the grading plan to verify compliance with Best Management Practices features including, but not limited to the following:

    a. Drainage swales, subsurface drains, slope drains, storm drain.

    b. Inlet/outlet protection and sediment traps.

c. Check dams to reduce flow velocities.

d. Permanent desilting basins.

e. Permanent vegetation, including grass-lined swales.

f. Design of drainage courses and storm drain outlets to reduce scour.

g. Infiltration areas.

64. Prior to issuance of a Grading Permit, Owner/Developer shall prepare an Erosion and Sediment Control Plan to address construction impacts and long-term operational effects on downstream environments and watersheds. A qualified Civil Engineer shall prepare this plan. Use of jute, polymer, or other artificial cover or alternate means as approved by the Director of Public Works will be required for all graded slopes during the period of October 1 through, and inclusive of April 30. Proposed erosion control methods shall consider provisions for use of vegetative filtering in preparation of detailed erosion control plans, as well as appropriate use of temporary debris basis, silt fences, sediment traps and other erosion control practices. The proposed plan shall also address all relevant NPDES requirements and recommendations for use of best available technology. The erosion control plan shall be reviewed and approved by the Director of Public Works prior to issuance of grading permits for grading.

65. The Owner/Developer shall be required to obtain all clearances as administered by the Regional Water Quality Board and State Water Resource Board. These permits shall be obtained prior to initiating any grading permits or clearing and grubbing activities not covered under the City's Grading Ordinance.

66. All development areas and lots shall be designed so surface drainage is collected by an on-site private storm drain system prior to leaving the site and connecting to the existing municipal storm drain facilities.

67. Drainage plans and calculations shall indicate the following conditions before and after development: quantities of water, water flow rates, major water courses, drainage areas and patterns, diversion, collection systems, flood hazard areas, sumps, sump locations, detention facilities and drainage courses.

68. Hydrology shall be per the current Orange County Flood Control Standards except as follows:

a. All storm drains shall carry a 20-year frequency storm.

b. All catch basins shall carry a 20-year storm.

69. Surface drainage to adjacent landowners shall not be increased or concentrated by this development. All drainage measures necessary to mitigate storm water flows shall be provided by the Owner/Developer.

70. All flows from V-ditches, ribbon gutters and similar devices should be deposited into the storm drain system prior to entering streets as determined to the Director of Public Works' satisfaction during final engineering. If necessary, the storm drain system shall be extended beyond the public right-of-way through easements to eliminate surface flow between parcels. Both storm drains and easements outside the public right-of-way are to be maintained by the Property Owner/Developers Association unless otherwise approved by the City Council.

71. Prior to issuance of a Grading Permit, the color of all concrete drainage structures shall be as approved by the Director of Public Works and the Community Development Director, and to the extent possible shall incorporate natural structure and landscape to reduce their visibility.

72. Drainage for the development shall be designed and installed with all necessary appurtenances to safely contain and convey storm flows to their final point of discharge to the satisfaction of the Director of Public Works.

73. The Owner/Developer shall use reasonable efforts to minimize surface drainage over sidewalks and driveways on the site, subject to the Director of Public Works' satisfaction during final engineering.

74. The Owner/Developer shall provide all necessary on-site and off-site storm drain facilities to the satisfaction of the Director of Public Works to accommodate storm flows. Facilities, as shown on existing drainage studies and approved by the Director of Public Works, shall be delineated on the final drainage plans.

75. The Owner/Developer shall be in compliance with the National Pollutant Discharge Elimination System (NPDES) Requirements as follows:

    a. Prior to issuance of any construction or Grading Permit and commencement of any clearing, grading or excavation, the Owner/Developer shall obtain coverage from the State Water Resources Control Board under Order No. R9-2015-0100 (R9-2013-0001 as amended by R9-2015-0001) and submit evidence, to the satisfaction of the Director of Public Works, that the Notice of Intent (NOI) has been filed with the State Water Resources Control Board.

    b. The SWPPP shall identify potential pollutant sources that may affect quality of discharges to storm water and shall include design and placement of recommended Best Management Practices (BMP's) to effectively prohibit entry of pollutants from the construction site into the storm drain system.

c. The Owner/Developer shall also comply with NPDES objectives as outlined in the “Storm Water Pollution Control Guidelines for Construction Sites.”

d. Prior to grading permit issuance, Owner/Developer will provide facilities to comply with NPDES requirements. Runoff from development areas shall be infiltrated on-site through use of pervious construction materials, diverted to detention basins, or underground oil and grease traps or other Best Management Practices (BMP’s) to the satisfaction of the Director of Public Works. A California registered Civil Engineer shall propose and design these devices as part of the drainage improvement plans for the project. Basins, traps and all other structural and non-structural NPDES facilities shall be maintained. Provisions CC&R’s shall be made by the Owner/Developer to provide for maintenance of said facilities in perpetuity, which shall be approved by the Director of Public Works.

e. Prior to City issuance of the initial Grading Permit, the Developer shall obtain all necessary NPDES related permits. Grading permits issued for the development shall require Developer to provide schedules and procedures for onsite maintenance of earthmoving and other heavy equipment and documentation of proper disposal of used oil and other lubricants.

f. Project construction plans shall note and incorporate that the contractor shall comply with the “California Storm Water Best Management Practice Handbooks” – Best Management Practices (BMP’s) applicable to the development and to the satisfaction of the Director of Public Works. Said requirements shall include implementation of the following requirements by the Property Owner/Developers Association:

    i. All onsite storm drain inlets shall be labeled “Don’t Dump Drains to Ocean.”

    ii. No outdoor vehicle maintenance shall be allowed. For purposes of this condition, car washing shall not be considered vehicle maintenance.

    iii. All common area property shall be maintained free of litter and debris.

    iv. All on-site storm drains shall be cleaned using approved methods at least twice a year, once immediately prior to October 1 and once in January. The Director of Public Works may require additional cleaning during the construction of the project.

    v. All common sidewalks, walkways, and parking areas shall be swept regularly to prevent the accumulation of litter and debris. When swept or washed, debris must be trapped and collected to prevent entry to the storm drain system. No cleaning agent may be discharged into a storm drain system. Wash water shall not be discharged to the storm drain;

wash water shall be collected and discharged to the sanitary sewer. Discharges to the sanitary sewer are subject to review and approval of the Moulton Niguel Water District.

vi. Grease interceptors shall be installed for all commercial food preparation spaces. The Developer shall provide the City with a maintenance program for such devices. The CC&R's shall include a requirement that the grease interceptors are maintained in a manner consistent with requirements of the Maintenance Program.

76. Prior to issuance of a Grading Permit, a final drainage plan shall be submitted for review and approval by the Director of Public Works. The drainage plan shall follow criteria and requirements of the Orange County Flood Control District Hydrology Manual, Orange County Local Drainage Manual, and Orange County Flood Control District Design Manual.

77. The Owner/Developer shall design detention basins in such a way that they will be aesthetic, safe and easy to maintain, and that the basins are not an "attractive nuisance."

78. The Owner/Developer shall demonstrate all habitable structures and other non-flood proof structures will be protected for 100-year return frequency flood level.

79. The Owner/Developer shall cause surface water to be conveyed into the underground drainage system on site. No parkway (under sidewalk) drains shall be allowed.

80. Owner/Developer will be required to have all contractors and sub-contractors have all construction materials be recycled in conformance with the municipal waste reduction ordinance.

81. Prior to issuance of a Grading Permit, Owner/Developer shall prepare a hydrology study for review and approval by the Director of Public Works. The hydrology study shall include hydraulic calculations addressing the surface drainage system and the off-site system to accommodate the project generated flows.

82. Prior to commencement of grading activities, the Owner/Developer shall coordinate with utility and service organizations regarding any construction activities to ensure existing facilities are planned and scheduled in consultation with appropriate public agencies.

83. Car washing shall be prohibited on the property unless an area is designated and designed to meet all requirements for water quality. If desired, prior to issuance of a Precise Grading Permit, the Owner/Developer shall locate and design an area on the site to be dedicated for car washing by residents of the development. The plans

shall be reviewed and approved by the Director of Public Works and Community Development Director.

84. Driveways shall be designed in accordance with the latest Orange County Road Standards. Streetlights shall be shown on improvement plans as approved by the Director of Public Works.

85. Provide a technical memo to the City of the VMT screening criteria for the project per the City's Transportation Impact Guidelines for CEQA and General Plan Consistency.

86. Provide a technical memo to the City of the traffic impacts associated with the project to determine if a Traffic Impact Analysis is required per the City's Transportation Impact Guidelines for CEQA and General Plan Consistency.

Conditions Required Prior to Concealing Interior Construction

Fire Department Conditions

87. Prior to concealing interior construction, the Applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review and approval:

    a. Fire Alarm System (Service Code PR500-PR520)

    b. Fire Sprinkler System (Service Codes PR430-PR455), if the building is currently sprinklered and the system requires modification

Conditions Required Prior to Final Building Inspection or Occupancy Permit

Building Department Conditions

88. Before issuing a Certificate of Use and Occupancy, the Owner/Developer shall obtain final approval for all City departments and County agencies.

89. Prior to issuance of a Certificate of Use and Occupancy, the Owner/Developer shall submit final compliance report from all independent deputy inspection firms involved in the project outlining each area of inspection.

90. Before issuing a Certificate of Use and Occupancy, the Owner/Developer shall submit a final compliance report from Structural Engineer of Record.

91. Prior to issuance of a Certificate of Use and Occupancy, the Owner/Developer shall provide copies of all Title 24, Part 6 Certificate of Acceptance Forms including all lighting, electrical and mechanical.

Fire Department Conditions

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

Planning Department Conditions

93. All temporary units, equipment, and fencing shall be removed from the site prior to final inspection for the final building construction Project on site.

94. Prior to issuance of a Certificate of Occupancy, the Owner/Developer shall schedule an inspection with the Building & Safety Division to ensure the Project was completed in substantial compliance with codes and applicable standards.

Police Services Department Conditions

95. Prior to issuance of a Certificate of Occupancy, the Owner/Developer shall schedule an inspection by the Aliso Viejo Police Services Crime Prevention Specialist to confirm the implementation of CPTED standards and security hazards have been mitigated to the satisfaction of the Crime Prevention Specialist.

Public Works Department Conditions

96. Prior to issuance of a Certificate and Occupancy, the landscape architect shall provide written certification to the City stating installation is in substantial conformance with the approved landscape plans. If there are variations, the variations shall be approved by the Director of Public Works and Community Development Director.

97. Prior to issuance of a Certificate of Use and Occupancy, the Owner/Developer shall provide a written certification for the operation of all backflow devices.

St. Mary's Image More 2
Project Description
1/31/23

St. Mary's School is a private International Baccalaureate (IB) World School, offering Preschool through Grade 8. It is the only private school of its kind in Orange County. As one of the area's premier independent schools, we succeed because of our outstanding faculty, innovative curriculum, small class sizes, and unique community. Innovation is at the heart of our philosophy.

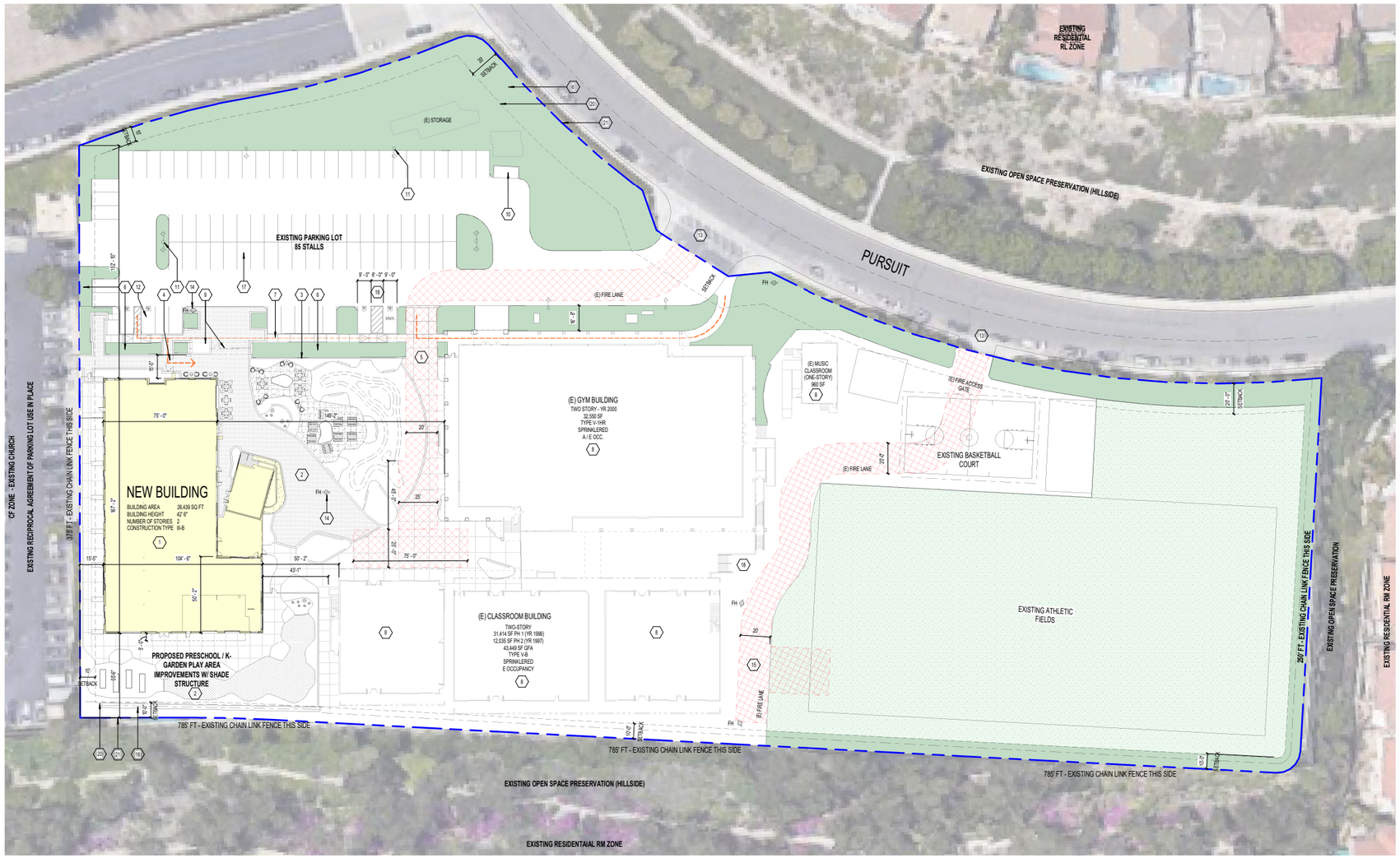
As an (IB) World School, we believe children learn by doing, and we use inquiry as a driver for all that we do. Our learning spaces reflect our flexible, individualized approach to a school environment. Under the compassionate guidance of world-class faculty, we foster independent thinking and spark imagination. Our goal is to prepare and inspire our children to become the leaders of tomorrow.

The proposed project includes improvements to the campus and outdoor spaces to help foster the school's interdisciplinary approach to education, including improved classrooms, small break-out spaces, more lab space, and better aesthetics.

The enrollment of the school is currently 722 students, with a maximum enrollment of 732 students. The new building and improvements will not increase school enrollment or the size of the faculty. No new or added traffic impacts are anticipated. The improvements will not change hours of operation or add any new types of events or activities that are not already occurring on the campus.

The project proposed to remove/demolish the four prefabricated classroom structures totaling approximately 14,000 sf that are outdated and in need of a permanent replacement. One new approx. 28,000 SF two-story classroom building at the South portion of the property will be constructed in their place, adding modern preschool and kindergarten classrooms on the ground floor, enhanced lab spaces on the second floor, and new administrative areas. The net added building area on campus with this improvement will be approximately 14,000 SF.

In addition, the site landscape & hardscape areas in the main courtyard will be improved. Improvements will include a new front security fence with improved aesthetics, courtyard improvements including new shade trees, seat walls, outdoor learning spaces, and enhanced seating areas. In the southeast area of the campus, a new preschool/kindergarten play area will be constructed, including new and re-purposed playground equipment and learning areas.



1 PROPOSED SITE PLAN
1" = 30'-0"

1"=30'
0 15' 30' 60' 150'

APPLICANT

ST MARY'S WORLD SCHOOL
7 PURSUIT
ALISO VIEJO, CA 92656

CONTACT: SHARON TYLOR
PHONE: 949-448-9027

PLAN PREPARER

RGA, OFFICE OF ARCHITECTURAL DESIGN, INC
15231 ALTON PARKWAY, SUITE 100
IRVINE, CA 92618

CONTACT: CAROLINA PAZ
PHONE: 949-341-0920

PROJECT DATA

SITE AREA	273,223 SF 6.27 AC
EXISTING BUILDING AREA	
• CLASSROOM BLDG A	4,320 SF
• CLASSROOM BUILDING B	4,320 SF
• CLASSROOM BUILDING C	2,880 SF
• CLASSROOM BUILDING D	2,880 SF
• MAIN CLASSROOM BLDG - 1ST FL	20,992 SF
• MAIN CLASSROOM BLDG - 2ND FL	22,457 SF
• GYM BUILDING - 1ST FL	21,036 SF
• GYM BUILDING - 2ND FL	12,500 SF
• EXISTING MUSIC BUILDING	960 SF
TOTAL EXISTING BUILDING AREA	92,345 SF
BUILDING AREA TO BE DEMOLISHED	
• CLASSROOM BLDG A	4,320 SF
• CLASSROOM BUILDING B	4,320 SF
• CLASSROOM BUILDING C	2,880 SF
• CLASSROOM BUILDING D	2,880 SF
TOTAL AREA TO BE DEMOLISHED	14,400 SF
PROPOSED NEW BUILDING	
• **1ST FLOOR**	**14,742 SF**
• **2ND FLOOR**	**13,697 SF**
TOTAL PROPOSED BUILDING AREA	**28,439 SF**
NET BUILDING AREA ADDED TO CAMPUS	14,039 SF
TOTAL NEW GROSS CAMPUS BUILDING AREA	106,384 SF
EXISTING F.A.R. PROPOSED F.A.R.	0.34 0.39
EXISTING AUTO PARKING (NO CHANGE TO EXISTING) STANDARD ACCESSIBLE - 3 STALLS VAN ACCESSIBLE - 1 STALL	85 STALLS

ZONNING

JURISDICTION	CITY OF ALISO VIEJO
GENERAL PLAN DESIGNATION	CF
ZONE DESIGNATION:	CF
APN	639-051-04, 05, 06

BUILDING STRUCTURE	REQUIRED	PROPOSED
MAX. STRUCTURE HEIGHT (FEET)	50'	42'-6"
NON-RESIDENTIAL F.A.R.	0.6:1	0.39
NON-RESIDENTIAL BUILDING SETBACKS:		
• FROM ANY PUBLIC STREET	20	20
• FROM INTERIOR STREET WITHIN THE SAME PROJECT	10	10
• FROM INTERIOR PROPERTY LINES WITHIN THE SAME PROJECT	0	0
• FROM ADJACENT PARCELS IN RESIDENTIAL DISTRICTS	20	N/A
• FROM ADJACENT COMMERCIAL, OFFICE AND OTHER NONRESIDENTIAL DEVELOPMENTS	10	10
LANDSCAPE*		110,437 SF - 40%
MIN INTERIOR LANDSCAPING		92,522 SF
• PARKING AREA	2.5%	
• NON PARKING AREAS	2.5%	
MINIMUM BOUNDARY LANDSCAPING	10' MIN. DEPTH	10' MIN. DEPTH
DROUGHT TOLERANCE	50%	50%

*REFER TO LANDSCAPE PLAN FOR EXISTING VS NEW.

CODE ANALISYS

	PROPOSED	REQUIRED PER CBC 2022
OCCUPANCY	E	
BUILDING AREA	28,439 SF	43,500 (ALLOWABLE PER TABLE 506.2)
• LEVEL 1	14,742 SF	
• LEVEL 2	13,697 SF	
BUILDING HEIGHT	42'-6"	75'
STORIES	2	3
SEPARATION	NON SEPARATED	
• FROM 'A' OCC.	0	'A' OCC. - NOT CONSIDERED SEPARATE WITHIN 'E'
• FROM 'B' OCC.	0	
• FROM 1-4'	0' *1,474 SF MAX. LESS THAN 10% OF LEVEL 1 FLOOR AREA	1 HR - UNLESS KEPT UNDER 10% OF FLOOR LEVEL AREA
CONSTRUCTION TYPE	III-B	
FIRE SPPRINKLERS	FULLY SPRINKLERED	

PROJECT DESCRIPTION

ST. MARY'S SCHOOL IS A PRIVATE INTERNATIONAL BACCALAUREATE (IB) WORLD SCHOOL, OFFERING PRESCHOOL THROUGH GRADE 8. IT IS THE ONLY PRIVATE SCHOOL OF ITS KIND IN ORANGE COUNTY. AS ONE OF THE AREA'S PREMIER INDEPENDENT SCHOOLS, WE SUCCEED BECAUSE OF OUR OUTSTANDING FACULTY, INNOVATIVE CURRICULUM, SMALL CLASS SIZES, AND UNIQUE COMMUNITY. INNOVATION IS AT THE HEART OF OUR PHILOSOPHY.

AS AN IB WORLD SCHOOL, WE BELIEVE CHILDREN LEARN BY DOING, AND WE USE INQUIRY AS A DRIVER FOR ALL THAT WE DO. OUR LEARNING SPACES REFLECT OUR FLEXIBLE, INDIVIDUALIZED APPROACH TO A SCHOOL ENVIRONMENT, UNDER THE COMPASSIONATE GUIDANCE OF WORLD-CLASS FACULTY. WE FOSTER INDEPENDENT THINKING AND SPARK IMAGINATION. OUR GOAL IS TO PREPARE AND INSPIRE OUR CHILDREN TO BECOME THE LEADERS OF TOMORROW.

THE PROPOSED PROJECT INCLUDES IMPROVEMENTS TO THE CAMPUS AND OUTDOOR SPACES TO HELP FOSTER THE SCHOOL'S INTERDISCIPLINARY APPROACH TO EDUCATION, INCLUDING IMPROVED CLASSROOMS, SMALL BREAK-OUT SPACES, MORE LAB SPACE, AND BETTER AESTHETICS.

THE ENROLLMENT OF THE SCHOOL IS CURRENTLY 722 STUDENTS, WITH A MAXIMUM ENROLLMENT OF 732 STUDENTS. THE NEW BUILDING AND IMPROVEMENTS WILL NOT INCREASE SCHOOL ENROLLMENT OR THE SIZE OF THE FACILITY. NO NEW OR ADDED TRAFFIC IMPACTS ARE ANTICIPATED. THE IMPROVEMENTS WILL NOT CHANGE HOURS OF OPERATION OR ADD ANY NEW TYPES OF EVENTS OR ACTIVITIES THAT ARE NOT ALREADY OCCURRING ON THE CAMPUS.

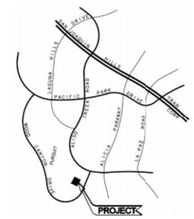
THE PROJECT PROPOSED TO REMOVE/DEMOLISH THE FOUR PREFABRICATED CLASSROOM STRUCTURES TOTALING APPROXIMATELY 14,000 SF THAT ARE OUTDATED AND IN NEED OF A PERMANENT REPLACEMENT. ONE NEW APPROX. 28,000 SF TWO-STORY CLASSROOM BUILDING AT THE SOUTH PORTION OF THE PROPERTY WILL BE CONSTRUCTED IN THEIR PLACE, ADDING MODERN PRESCHOOL AND KINDERGARTEN CLASSROOMS ON THE GROUND FLOOR, ENHANCED LAB SPACES ON THE SECOND FLOOR, AND NEW ADMINISTRATIVE AREAS. THE NET ADDED BUILDING AREA ON CAMPUS WITH THIS IMPROVEMENT WILL BE APPROXIMATELY 14,000 SF.

IN ADDITION, THE SITE LANDSCAPE & HARDSCAPE AREAS IN THE MAIN COURTYARD WILL BE IMPROVED. IMPROVEMENTS WILL INCLUDE A NEW FRONT SECURITY FENCE WITH IMPROVED AESTHETICS, COURTYARD IMPROVEMENTS INCLUDING NEW SHADE TREES, SEAT WALLS, OUTDOOR LEARNING SPACES, AND ENHANCED SEATING AREAS. IN THE SOUTHEAST AREA OF THE CAMPUS, A NEW PRESCHOOL/KINDERGARTEN PLAY AREA WILL BE CONSTRUCTED, INCLUDING NEW AND RE-PURPOSED PLAYGROUND EQUIPMENT AND LEARNING AREAS.

LEGEND

- ACCESSIBLE PATH OF TRAVEL
- SETBACK LINE
- PROPERTY LINE
- CHAIN LINK FENCE
- FIRE LINE / HAMMER HEAD
- LANDSCAPE AREA

VICINITY MAP



SHEET INDEX

ARCHITECTURAL

A1-1P	PROPOSED SITE PLAN
A1-2P	EXISTING SITE PLAN
A2-1P	FLOOR PLAN LEVEL 1
A2-2P	FLOOR PLAN LEVEL 2
A2-3P	ROOF PLAN
A3-1P	ELEVATIONS
A4-1P	EXTERIOR RENDERS

CIVIL

SHEET 1	TITLE SHEET
SHEET 2	CONCEPTUAL GRADING
SHEET 3	SECTIONS
SHEET 4	UTILITIES PLAN

LANDSCAPE

SHEET 1	LANDSCAPE ENTITLEMENT SET
SHEET 2	LANDSCAPE ENTITLEMENT SET

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Irvine, CA 92618
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FX 949-341-0922

CONSULTANT

PROFESSIONAL SEALS

PROJECT NAME

IMAGINE MORE PHASE 2

7 PURSUIT
ALISO VIEJO, CA
92656

ST. MARY'S SCHOOL

OWNER

ST. MARY'S WORLD SCHOOL
7 PURSUIT, ALISO VIEJO, CA 92656
CONTACT: SHARON TAYLOR
PHONE: 949-448-9027 x 325
EMAIL: sharon.taylor@smaa.org

MARK	DATE	DESCRIPTION
PS1	3/23/2023	PLANNING SUBMITTAL

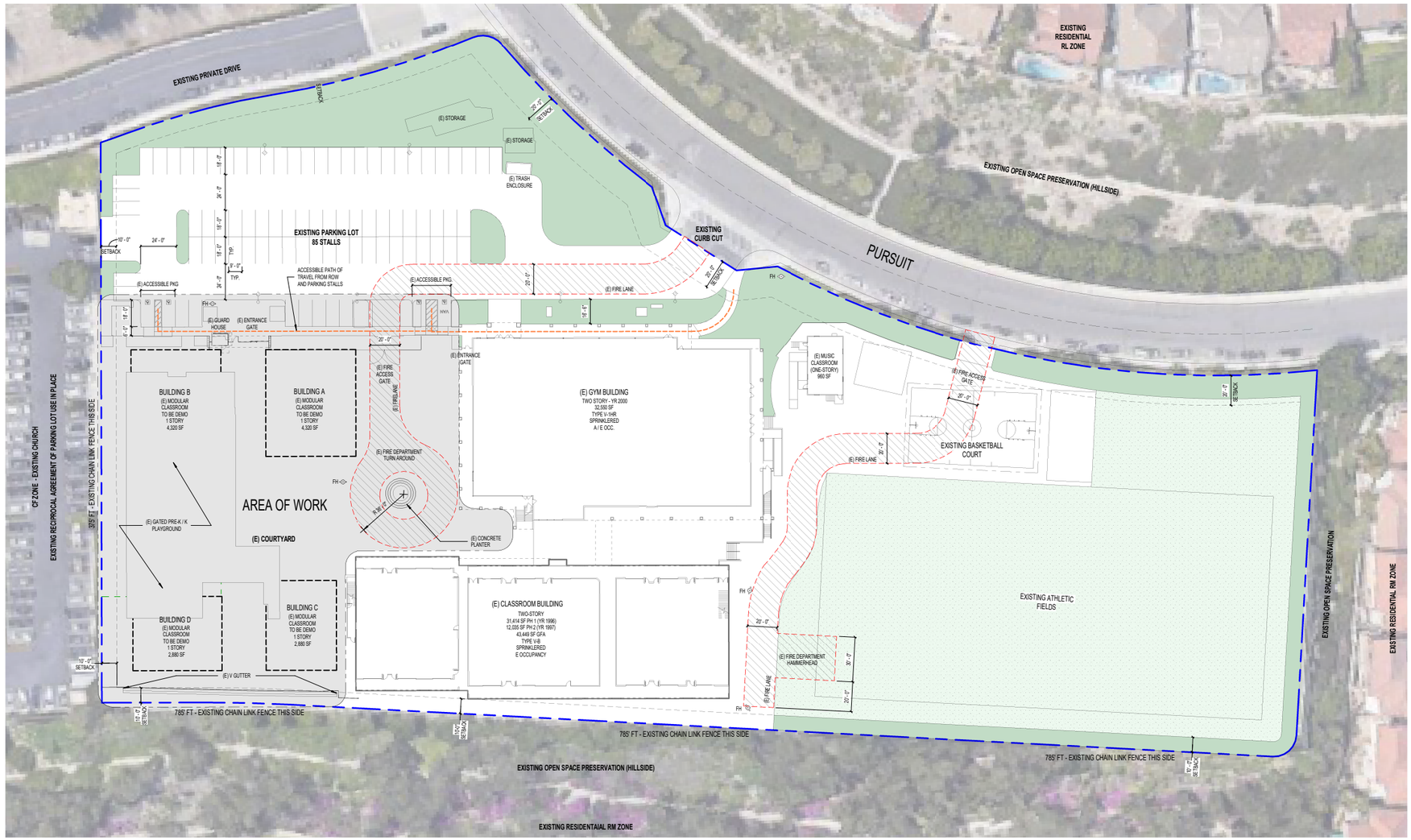
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CHEK'D BY:	CS

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SHEET TITLE:

PROPOSED SITE PLAN

SHEET: A1-1P



1 EXISTING SITE PLAN
1" = 30'-0"

1"=30'
0 15' 30' 60' 150'

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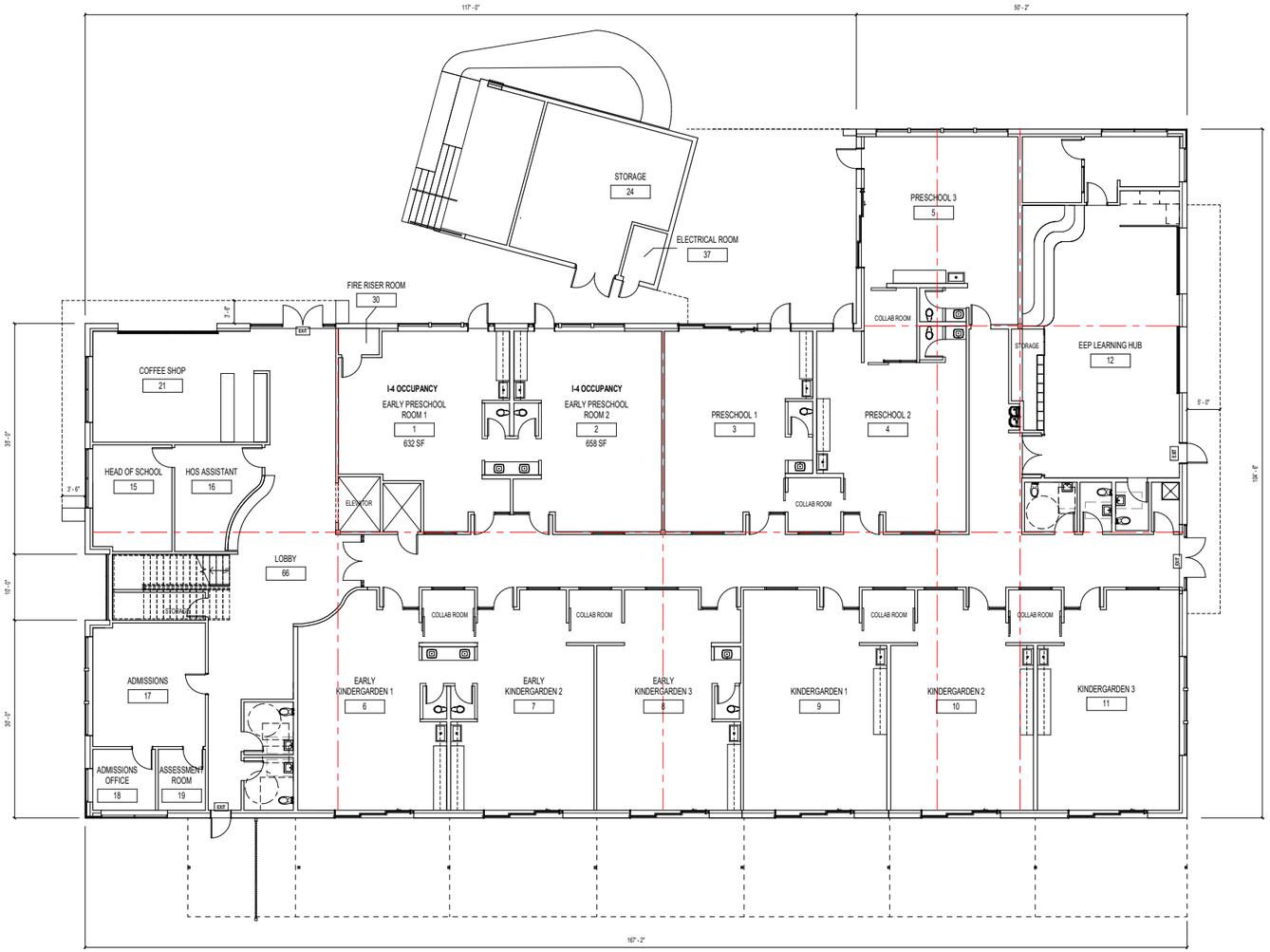
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SHEET TITLE:

EXISTING SITE PLAN

SHEET: A1-2P



1 FLOOR PLAN - LEVEL 1
1/8" = 1'-0"

1/8"=1'-0"
0 4' 8' 16' 32'

PROJECT NORTH

TRUE NORTH

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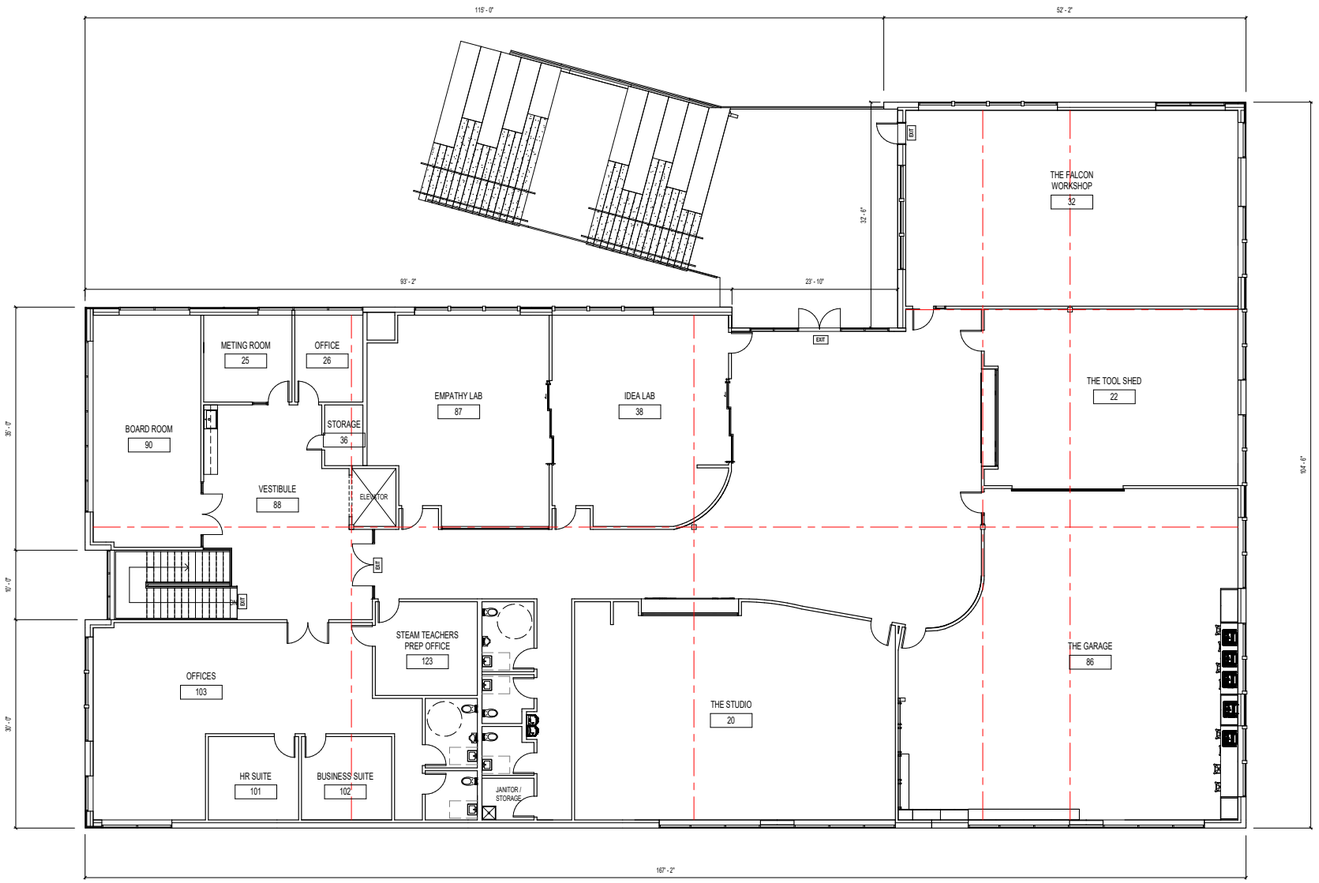
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SHEET TITLE:

FLOOR PLAN LEVEL 1

SHEET: A2-1P



1 FLOOR PLAN- LEVEL 2
1/8" = 1'-0"

1/8"=1'-0"
0 4' 8' 16' 32'

PROJECT NORTH

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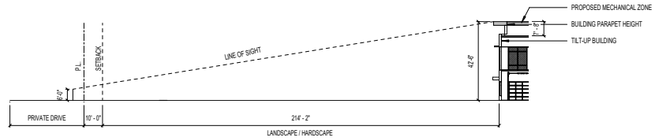
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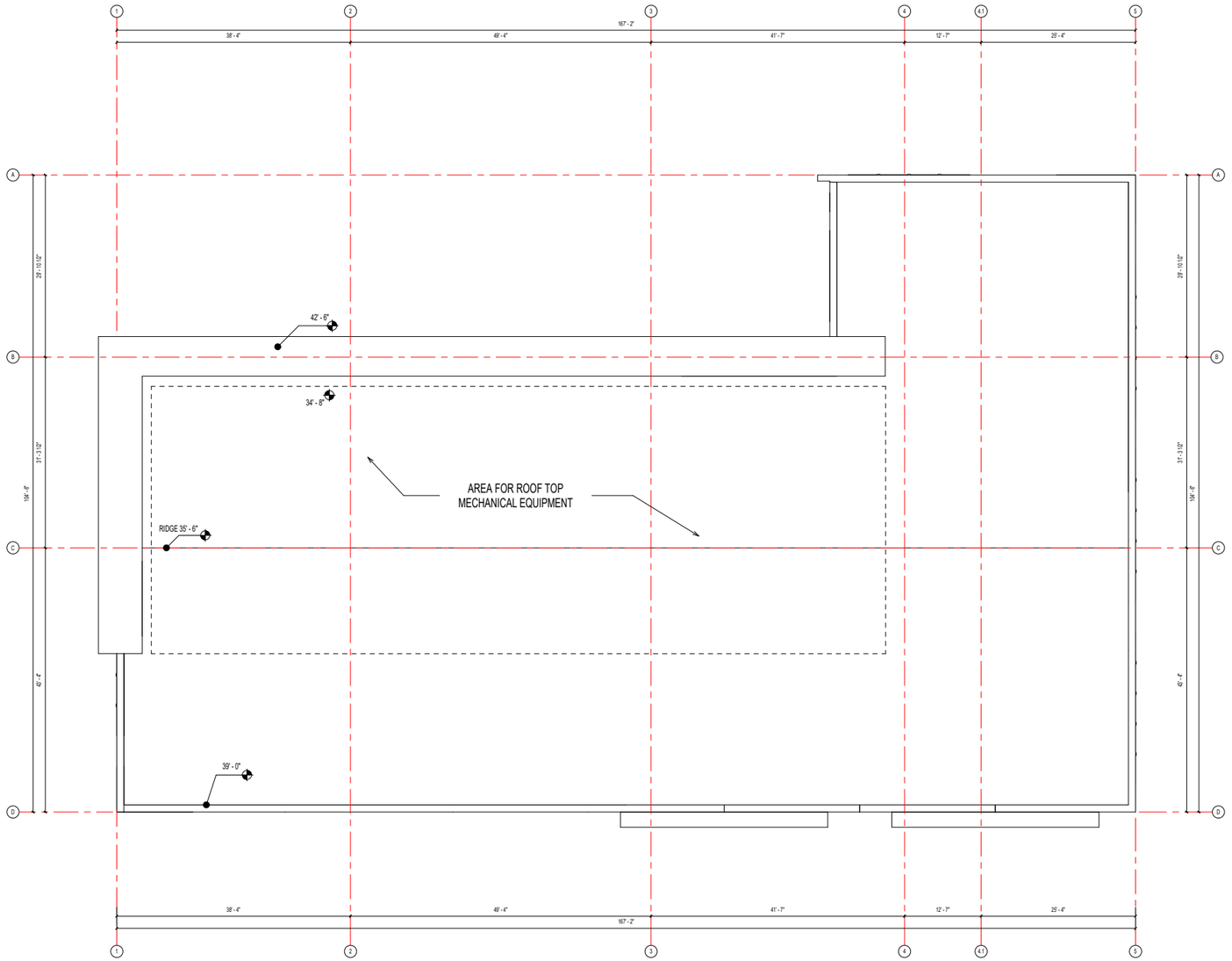
FLOOR PLAN LEVEL 2

SHEET: A2-2P



2 TYPICAL EQUIPMENT SCREEN LINE OF SIGHT
1" = 30'-0"

1"=30'
0 15' 30' 60' 150'



1 ROOF PLAN
1/8" = 1'-0"

1/8"=1'-0"
0 4' 8' 16' 32'

PROJECT NORTH

TRUE NORTH

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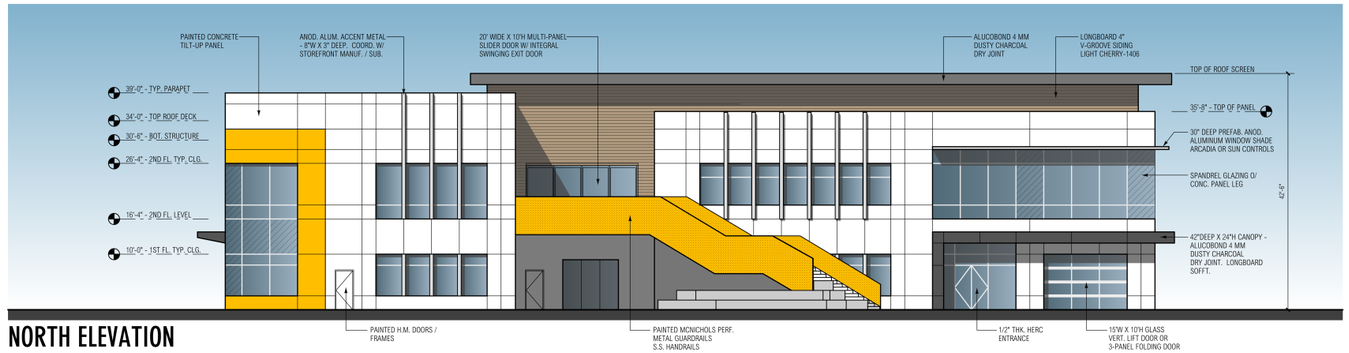
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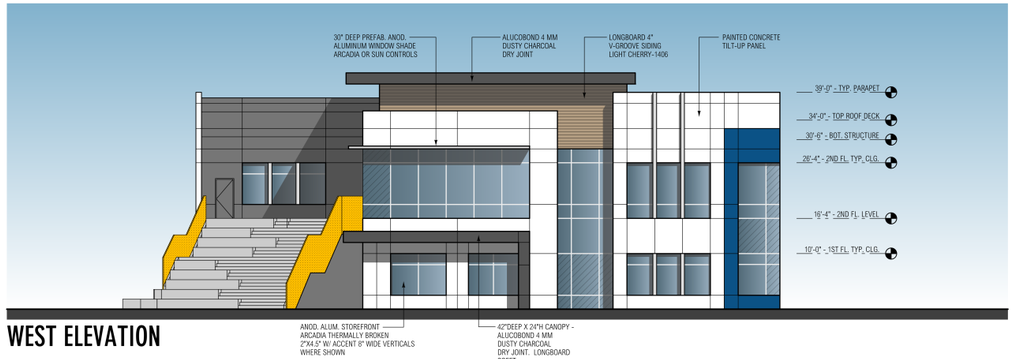
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ROOF PLAN

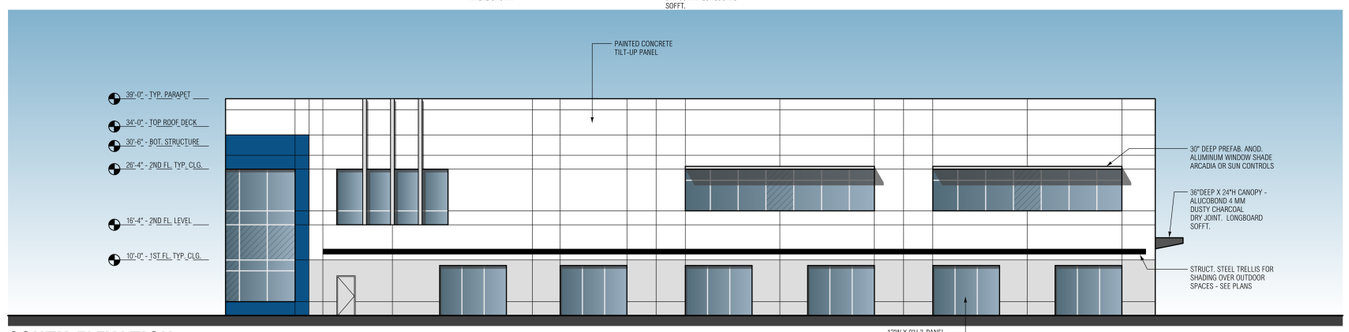
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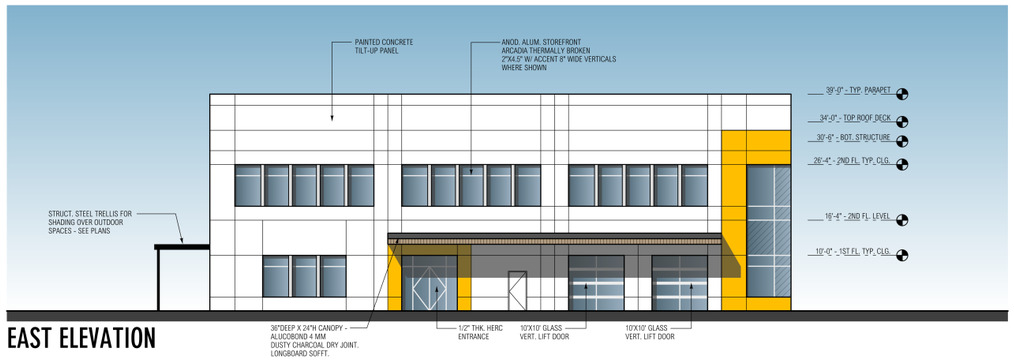
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

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CONSULTANT

PROFESSIONAL SEALS

PROJECT NAME

IMAGINE MORE PHASE 2

7 PURSUIT
ALISO VIEJO, CA
92656

ST. MARY'S SCHOOL

OWNER

ST. MARY'S WORLD SCHOOL
7 PURSUIT, ALISO VIEJO, CA 92656
CONTACT: SHARON TAYLOR
PHONE: 949-448-9027 x 325
EMAIL: sharon.taylor@smaa.org

MARK	DATE	DESCRIPTION

RGA PROJECT NO:	22125-00
OWNER PROJECT NO:	Approver
DRAWN BY:	Author
CHEK'D BY:	Checker

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SHEET TITLE:

ELEVATIONS

SHEET: A3-1P









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SHEET TITLE:

EXTERIOR RENDERS

SHEET: A4-1P

ALISO VIEJO

Saint Mary's School

7 Pursuit Aliso Viejo, California

August 16, 2023

Project Description

- Site Development Permit (SDP) 2023-00002
- Conditional Use Permit (CUP) USE-2023-00008

ALISO VIEJO

Project Location

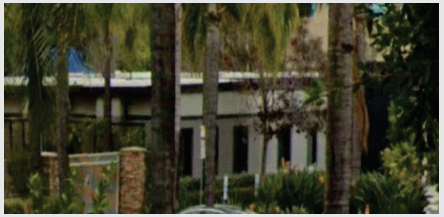
- Project location is a series of modular buildings located at 7 Pursuit.







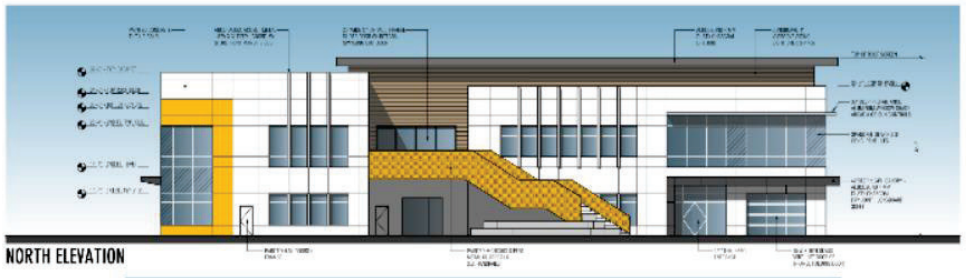
Existing Conditions





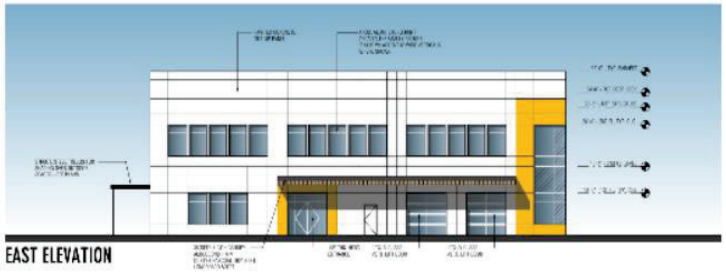
ALISO VIEJO

Proposed Project Renderings


NORTH ELEVATION


WEST ELEVATION


SOUTH ELEVATION


EAST ELEVATION

ALISO VIEJO

Surrounding Uses



Legend

Planning - Zoning

- RL: Residential Low Density
- RM: Residential Medium Density
- RH: Residential High Density
- RVH: Residential Very High Density
- CT: Town Center Commercial
- CC: Community Commercial
- CN: Neighborhood Commercial
- BP-1: Business Park 1
- BP-2: Business Park 2
- BP-1/RVH
- PO: Professional Office
- CF: Community Facilities
- OR: Open Space Recreation
- OS: Open Space Preservation
- SP-1: Vantis
- SP-2: The Commons
- SP-3: Glenwood
- SP-4: Ventana Ridge

Staff Recommendations

Recommended Actions:

1. Open and conduct a public hearing;

2. Find that the request is consistent with the California Environmental Quality Act (CEQA) pursuant to CEQA Sections 15314, 15070 to 15075, 15097, 15164; and

3. Adopt a Resolution approving Site Development and Conditional Use Permits (SDP-2023-00002 and USE-2023-00008) for the construction of a two-story classroom building and site improvements.