AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, SEPTEMBER 06, 2023
6:00 PM CLOSED SESSION
7:00 PM REGULAR MEETING
*FOLLOWED BY PUBLIC FACILITIES CORPORATION 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 LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager and City Attorney
Unrepresented Employees: All Employees

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. PROCLAMATION – 2023 HUNGER ACTION MONTH
Proclamation

1.2. PROCLAMATION – NATIONAL PREPAREDNESS MONTH
Proclamation

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 August 16, 2023 Special Meeting and August 16, 2023 Regular Meeting.

Draft Minutes - August 16, 2023 Special Meeting
Draft Minutes - August 16, 2023 Regular Meeting

4.3. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between August 4 and August 17, 2023, in the amount of $1,361,964.06.

Staff Report
Attachment 1 - Accounts Payable Report

4.4. TREASURER'S STATEMENT – JULY 2023

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

Staff Report
Attachment 1 – July 2023 Treasurer's Statement

4.5. AGREEMENT WITH NV5, INC. FOR ON-CALL CIVIL ENGINEERING SERVICES

Recommended Action:

1. Approve a 3-year agreement with NV5, Inc. to perform on-call civil engineering services; and
2. Authorize the City Manager to execute a professional services agreement with NV5, Inc. for an amount of $50,000.

Staff Report
Attachment 1 - Agreement

4.6. SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RDA, LLC TO PROVIDE 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 - Original Agreement
Attachment 2 - Second Amendment
Attachment 3 - Preliminary Parking Analysis
Attachment 4 - Financial Feasibility Study
Attachment 5 - Presentation Outline

5. PUBLIC HEARINGS:

5.1. PUBLIC HEARING REGARDING CONSIDERATION OF THE OPERATING COVENANT AGREEMENT WITH HUNT AND SONS, LLC, AND THE RELATED ECONOMIC SUBSIDY REPORT

Recommended Action:

1. Open and conduct a public hearing;
2. Declare that this project is exempt from the California Environmental Quality Act CEQA) under Section 15378(b)(4) because the Covenant Agreement involves the creation of a government funding mechanism, or other fiscal activity, that does not involve any commitment to any specific project which may result in a direct or indirect physical change in the environment;
3. Adopt the Resolution approving the acceptance of the Economic Development Subsidy Report prepared pursuant to Government Code Section 53083 regarding an operating covenant agreement by and between the City of Aliso Viejo and Hunt and Sons, LLC, and approving the operating covenant agreement between the City of Aliso Viejo and Hunt and Sons, LLC and making related findings;
4. Authorize the Director of Financial Services to appropriate $880,000 to the fiscal year 2023-24 budget for subsidy payments to Hunt and Sons, LLC; and
5. Authorize the City Manager to execute all related documents.

Staff Report
Attachment 1 - Resolution
Attachment 2 - Operating Covenant Agreement
Attachment 3 - Economic Development Subsidy Report

5.2. TIME EXTENSION REQUEST FOR A SITE DEVELOPMENT PERMIT AND EXTENSION PERMIT AT 6 POLARIS WAY

Recommended Action: Approve, via Minute Order, a time extension request to extend the validity of a Site Development Permit and Extension Permit for the construction of a 42,400 square foot, two-story general office building and a 423 space, 4½ level parking structure with a 7.6% parking reduction at 6 Polaris Way (PA15-030).

Staff Report
Attachment 1 - Time Extension Request Letter
Attachment 2 - Project Plans

5.3. A REQUEST TO INCREASE THE NUMBER OF DINING ROOM SEATS IN AN EXISTING RESTAURANT LOCATED AT 22912 PACIFIC PARK DRIVE, SUITE B (TACOS DE BIRRIA ESTILO GUADALAJARA)

Recommended Action: Adopt a Resolution approving a Conditional Use Permit to increase the number of seats to 40 in an existing restaurant located at 22912 Pacific Park Drive, Suite B (CUP-2023-00012).

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

6. DISCUSSION:

None.

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

Adjourn to October 4, 2023. The regularly scheduled City Council meeting of September 20, 2023 has been cancelled.

**Aliso Viejo Public Facilities Corporation (PFC) Board of Directors Annual Meeting to be held immediately following City Council Regular Meeting. (Please refer to September 6, 2023 PFC Agenda.)*

Proclamation

2023 Hunger Action Month

WHEREAS, hunger and poverty are issues of vital concern in California, where 10.5% of Californians face food insecurity on a daily basis and one in every seven California children do not know where their next meal will come from; and

WHEREAS, everyone needs nutritious food to thrive, and people are working hard to provide for themselves and their families – yet over 267,000 individuals, including over 64,000 children, here in Orange County are food insecure; and

WHEREAS, the City of Aliso Viejo is committed to working with Abound Food Care, Orange County Food Bank, and Second Harvest Food Bank, collectively known as the Orange County Hunger Alliance, in educating people about the importance of food banks and food care in addressing hunger and raising awareness of the need for more resources; and

WHEREAS, in the first half of 2023, Orange County Food Bank and Second Harvest Food Bank collectively recorded an average of 888,057 food distribution visits per month and collectively distributed 33,661,205 million pounds of food through its partner network; and

WHEREAS, in the first half of 2023, Abound Food Care has recovered 307,430 pounds of food, reducing food waste and diverting that food to those who need it; and

WHEREAS, the month of September has been designated "Hunger Action Month" in order to bring attention to food insecurity and to enlist the public in the movement to end hunger by taking action to ensure every community member has the food they need to thrive; and

WHEREAS, food banks and other organizations across the country, including the members of the Orange County Hunger Alliance will host numerous events throughout the month of September to bring awareness and help end food insecurity in our local community;

THEREFORE, BE IT RESOLVED that the Aliso Viejo City Council does hereby recognize September 2023 as **HUNGER ACTION MONTH** in the City of Aliso Viejo and calls this observance to the attention of our citizens.

Dated this 6th day of September, 2023

Richard Hurt, Mayor

Proclamation

National Preparedness Month
September 2023

WHEREAS, National Preparedness Month, occurring annually in September since 9/11, creates an opportunity for every resident of Aliso Viejo to join others across the United States in preparing their homes, businesses, and communities for any type of emergency, including natural and man-made disasters; and

WHEREAS, the Federal Emergency Management Agency announced the 2023 National Preparedness Month theme of "Preparing for Older Adults," as older adults face greater risks when it comes to disasters, especially if they are living alone, are low-income, or have a disability; and

WHEREAS, when individuals take responsibility for planning and preparing their households now, before the next disaster, the chance of survival and recovery following a disaster is greatly increased; and

WHEREAS, the City of Aliso Viejo partners with county, federal, state, local, private, and volunteer agencies to provide public education and volunteer programs, such as Community Emergency Response Team, to educate individuals on local hazards and how to prepare for them, and on how to take action; and

WHEREAS, all residents of Aliso Viejo are urged to plan ahead for disasters by registering for AlertOC and Nixle mass notification systems to receive emergency alerts, and by visiting the City's preparedness website at avcity.org/DisasterPreparedness for essential preparedness tips and information;

THEREFORE, BE IT RESOLVED that the Aliso Viejo City Council hereby proclaims September 2023 as **National Preparedness Month**, and calls on all government agencies, private organizations, and the people and businesses of the City of Aliso Viejo to develop their own emergency preparedness plans, and work together toward creating a stronger, more resilient community.

Dated this 6th day of September, 2023

Richard Hurt, Mayor

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
AUGUST 16, 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 TIFFANY ACKLEY
COUNCILMEMBER ROSS CHUN
COUNCILMEMBER MAX DUNCAN

ABSENT: NONE

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

PUBLIC COMMENTS:

None.

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

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated direction was provided to staff.

ADJOURNMENT: Mayor Hurt adjourned the meeting at 7:16 p.m. to the August 16, 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
AUGUST 16, 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 7:18 p.m.

ROLL CALL

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

ABSENT: NONE

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

PLEDGE OF ALLEGIANCE: Management Analyst Charlene Cheng led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated direction was provided to staff.

1. SPECIAL PRESENTATIONS:

1.1. BUSINESS OF THE MONTH - CODE NINJAS

Mayor Hurt introduced the video.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

1. Brandi Madison expressed concern with the use of pesticides.
2. Carolyn McCuan expressed concern with the use of pesticides.
3. Tracy Blum expressed concern with the use of pesticides.
4. Melissa Christian expressed concern with the use of pesticides.

4. CONSENT CALENDAR:

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

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2. APPROVAL OF MINUTES

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

4.4. TREASURER'S STATEMENT – JUNE 2023

Recommended Action: Receive and file the 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.

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.

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.

4.8. AGREEMENT FOR ENTERPRISE LAND MANAGEMENT MAINTENANCE AND SUPPORT SERVICES

City Manager David Doyle and IT Manager Isaac Aziz responded to questions regarding scope of work and agreement term.

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.

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

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

City Manager David Doyle provided an overview. Staff responded to questions regarding scope of services and website updates. Councilmembers commented on the matter.

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.

Motion: Councilmember Ackley moved and Mayor Pro Tem Munzing seconded to continue the matter to September 6, 2023. Motion carried 5-0.

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.

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

City Manager David Doyle introduced Contract Planner John Kanlund, who provided an overview. Staff responded to questions regarding construction schedule, neighboring property owner agreement, emergency access, and student capacity. Councilmembers commented on the matter. Mayor Hurt opened the public hearing and the following persons provided comment:

1. Rhoads Martin expressed support of the project and concern with the conditions related to parking and construction mitigation.
2. Vesna Medak-Hlousek expressed opposition to the project.

There were no other comments. Mayor Hurt closed the public hearing.

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 Resolution No. 2023-25 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.

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

6. DISCUSSION:

None.

7. CITY MANAGER' S REPORT:

City Manager David Doyle congratulated Recreation & Community Services Manager Lizzy Mendoza on the birth of her child.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Chun:
- Attended Walk with Ari & Meet the Merchants event
- Attended Aliso Viejo Chamber of Commerce Legislative Meet and Greet
- Interviewed Boys & Girls Clubs of Capistrano Valley Associate Executive Director
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Met with Capistrano Unified School District Superintendent
- Attended OCFA Board of Directors Meeting
- Attended OCFA Human Resources Committee
- Attended Wildfire Insurance Townhall
- Attended Aliso Viejo Chamber of Commerce Field Trip Friday
- Commented on Webb's Grainworks
- Commented on Boys & Girls Clubs launching podcasts
- Attended Boy Scout Troop 700 Eagle Scout Court of Honor
- Attended The Covington event

Councilmember Duncan:
- Expressed appreciation to AVCA for summer events
- Wished students well in the new school year

Councilmember Ackley:
- Wished students well in the new school year
- Announced Capistrano Unified School District scavenger hunt
- Expressed appreciation to OCFA and Mayor for visit to neighborhood lemonade stand

Mayor Pro Tem Munzing:
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Attended Aliso Viejo Chamber of Commerce After Hours Event
- Attended OC Fair Elected Officials Night
- Attended AVCA Concert in the Park
- Attended Aliso Viejo Chamber of Commerce Field Trip Friday
- Attended Wildfire Insurance Townhall
- Attended Angry Chicks Grand Opening

Mayor Hurt:
- Commented on St. Mary's School
- Attended Shakespeare by the Sea
- Wished students well in the new school year

DRAFT

9. ADJOURNMENT:

Mayor Hurt adjourned the meeting at 8:50 p.m. to September 6, 2023.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
RICHARD HURT
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: September 6, 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 August 4 and August 17, 2023, in the amount of $1,361,964.06.

Fiscal Impact:

Expenditures in the amount of $1,361,964.06.

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 August 4 and August 17, 2023, for a total of $1,361,964.06 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	SEP'23 DENTAL - TA	47.64
CHOICE BUILDER	SEP'23 DENTAL - RC	145.88
CHOICE BUILDER	SEP'23 DENTAL - RH	96.90
CHOICE BUILDER	SEP'23 DENTAL INSURANCE	1,933.76
CHOICE BUILDER	SEP'23 VISION INSURANCE	313.84
CHOICE BUILDER	SEP'23 VISION - RC	24.19
CHOICE BUILDER	SEP'23 VISION - RH	15.03
DEPT OF CONSERVATION	APR-JUN'23 SEISMIC MAPPING FEES	2,918.38
DIVISION OF THE STATE ARCHITECT	APR-JUN'23 CASP FEES	112.40
CA BUILDING STANDARDS COMMISSION	APR-JUN'23 CA BLDG STANDARD ADMIN FEES	647.10
LILLYWHITE POOLS INC	P#22-10-120_21 BLUE JAY_LILLYWHITE POOLS	3,000.00
LILLYWHITE POOLS INC	POOL-2022-00019_21 BLUE JAY DR_LILLYWHITE POOLS	500.00
		9,755.12
CITY MANAGER		
US BANK PURCHASING CARD PROGRAM	DL 6/28 OCCMA JUNE RETREAT FLOWERS	83.90
US BANK PURCHASING CARD PROGRAM	DL 7/12 OCCMA THANK YOU CARDS	5.38
	CITY MANAGER TOTAL:	**89.28**
HUMAN RESOURCES		
CHARLES C STILL	JUL'23-CC/KK/JGR SECURE LIVE SCAN FEES	186.00
STAPLES ADVANTAGE	JUL'23 HR-OFFICE SUPPLIES	45.65
	HUMAN RESOURCES TOTAL:	**231.65**
CITY CLERK		
NETFILE, INC	FY23-24 NETFILE ANNUAL SBSCPTN 7/1/23-6/30/24	4,000.00
ICC GENERAL CODE, INC	ANNUAL WEB FEES/WEB ENHANCEMENT PENDING UPDATES	1,240.00
	CITY CLERK TOTAL:	**5,240.00**
FINANCE		
GARDAWORLD	AUG'23 CH CASH COURIER SERVICE	476.25
CHOICE BUILDER	SEP'23 ADMIN FEE	35.00
STAPLES ADVANTAGE	FY23-24 FIN-SUPPLIES	66.99
HDL COREN & CONE	JUL-SEP'23 PROPERTY TAX CONTRACT SERVICES	3,852.80
HDL COREN & CONE	FY 22-23 ACFR STATISTICS + CAL MUNI DEBT REPORT	1,095.00
	FINANCE TOTAL:	**5,526.04**
INFORMATION TECHNOLOGY		
AT&T	JUL'23 CH-ALARM/POTS LINE	2,212.57
STORMWIND LLC	JUL'23-MAR'24 IT TRAINING (ONLINE)	2,500.00
STORMWIND LLC	OCT'22-JUN'23 IT TRAINING (ONLINE)	2,500.00
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	8/01/23-7/31/24 ARCGIS BASIC+STD MAIN+CREATER SUBS	3,165.89
JOSEPH GHOULAM	AJAV AXIS IP CAMERA INSTALLATION	919.96
COX COMMUNICATIONS, INC	AUG'23 ACCT #8802 CH INTERNET-FIBER 600MB	1,500.00
SHI INTERNATIONAL CORP	2/26/23-2/25/24 CH BARRACUDA EQUIPAND SUBSCRIPTION	23,500.89
US BANK PURCHASING CARD PROGRAM	I 6/28 EOC YOUTUBE SUBSCR	72.99
US BANK PURCHASING CARD PROGRAM	IA 7/8 STELLAR DATA RECOVERY	49.00
US BANK PURCHASING CARD PROGRAM	IA 7/16 WAITWHILE SUBSCRIPTION	159.00
US BANK PURCHASING CARD PROGRAM	IA 6/23 MICRO CENTER	683.93
GOTO COMMUNICATIONS	JUL'23 CH GOTO VOIP SERVICE & SUPPORT	663.58
GOTO COMMUNICATIONS	AUG'23 CH GOTO VOIP SERVICE & SUPPORT	1,990.75
TANGENT COMPUTERS INC	JUL'23 CH O365 - LICENSES & SUPPORT	2,999.86
LUNAVI, INC	JUL'23 OFFSITE BACKUP STORAGE	1,444.17
LUNAVI, INC	AUG'23 OFFSITE BACKUP STORAGE	1,403.07
US BANK PURCHASING CARD PROGRAM	RC 6/29 APPLE USB-C DIGITAL AV MULTIPORT ADAPTER	135.44
US BANK PURCHASING CARD PROGRAM	RC 6/29 APPLE LIGHTNING TO DIGITAL AV ADAPTER	91.56
	INFORMATION TECHNOLOGY TOTAL:	**45,992.66**
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	JUL'23 - RECORDS OFF SITE STORAGE	453.33

Vendor Name	Description (Item)	Amount
CERTIFIED RECORDS MANAGEMENT	AUG'23 - RECORDS OFF SITE STORAGE	679.53
RICOH USA	JUL'23 RICOH C5200S COPY ROOM LEASE (3260)	726.39
RICOH USA	JUL'23 RICOH C5200S COPY ROOM LEASE TAX (3260)	3.53
RICOH USA	AUG'23 RICOH C5200S COPY ROOM LEASE TAX (3260)	3.09
RICOH USA	AUG'23 RICOH C5200S COPY ROOM LEASE (3260)	726.83
DS SERVICES OF AMERICA, INC	7/20 CH BOTTLED WATER SERVICE_9 CASES	87.70
ASSOCIATION OF CALIFORNIA CITIES	FY23-24 ACC-OC ANNUAL MEMBERSHIP DUES	10,857.60
RICOH USA	JUL'23 RICOH RSI CLOUD SUBSCRIPTION	22.05
RICOH USA	JUN'23 2504EX (FRONT COUNTER)-PRINTS	223.79
RICOH USA	JUL'23 RICOH 2504 BACK OFFICE PRINTS (4542)	78.51
RICOH USA	JUL'23 RICOH 2504EX (FRONT COUNTER)-PRINTS	192.45
RICOH USA	MAY-JUL'23 RICOH C5200S COPY ROOM PRINTS (3260)	350.98
RICOH USA	MAY-JUL'23 RICOH 2504EX SUITE 200 PRINTS (2936)	22.14
RICOH USA	AUG'23 RICOH RSI CLOUD SUBSCRIPTION	22.05
RICOH USA	JUL'23 RICOH 2504 (BACK OFFICE)-PRINTS (4542)	98.36
CINTAS CORPORATION NO. 2	JUL'23 - CH FIRST AID SUPPLIES	162.03
STAPLES ADVANTAGE	JUL'23 - COPY&BREAKROOM SUPPLIES NON DEPARTMENTAL	131.46
FEDERAL EXPRESS	8/7/23-COUNCIL_TA	11.10
VOYAGER FLEET SYSTEMS INC	JUN'23 MOTORCYCLE FUEL - CITY	544.89
QUADIENT FINANCE USA, INC	QUADIENT POSTAGE 7/27/23	500.00
HARBOR STATION MAINTENANCE	AUG'23 35 PLAYA CIR HOA FEES	175.00
GLENWOOD MAINTENANCE CORPORATION	AUG'23 35 PLAYA HOA DUES	147.00
CALIFORNIA JPIA	FY23-24 POLLUTION LIABILITY INSURANCE	2,140.00
VIGICABI INC	AUG'23 - JULY 4TH BANNERS REMOVAL	1,400.00
GLENWOOD MAINTENANCE CORPORATION	JUL'23 35 PLAYA CIR HOA FEES	157.00
QUADIENT LEASING USA INC	5/29-8/28/2023 POSTAGE MACHINE LEASE	590.39
	NON-DEPARTMENTAL TOTAL:	**20,507.20**
C. S. ADMINISTRATION		
JONES FOREST PRODUCTS LLC	2023 AV HOLIDAY TREE FULLY DECORATED - DEPOSIT	14,230.00
SPECIAL EVENT CONTRACTORS LLC	DEP - 2023 AV HOLIDAY TREE PLATFORM	4,264.78
M&J PAUL ENTERPRISES INC	DEPOSIT 2023 TREE LIGHTING JOLLY JUMPS RENTALS	4,662.50
SCOTT WAYNE BAKER	8/25/23 TOY STORY MOVIE NIGHT SCREEN & MOVIE LIC	1,050.00
SMART LEVELS MAILING & PRINTING INC	2023 TREELIGHTING EVENT POSTCARDS	342.55
CABCO YELLOW INC	JUL'23 SMP TRANSPORTATION SERVICES	490.00
	C. S. ADMINISTRATION TOTAL:	**25,039.83**
IGLESIA PARK		
PV MAINTENANCE INC	JUL'23 IGLESIA PARK MAINTENANCE	216.00
SO CAL EDISON	JUL'23 ACCT#7997 IGLESIA PARK	174.05
	IGLESIA PARK TOTAL:	**390.05**
IGLESIA BUILDING		
SONITROL ORANGE COUNTY LLC	JUL'23 IGLESIA ACCESS CONTROL	104.18
SONITROL ORANGE COUNTY LLC	AUG'23 IGLESIA ACCESS CONTROL	104.18
PROTECTION ONE ALARM MONITORING INC	8/17/23-11/16/23 IGLESIA ALARM	150.00
SO CAL EDISON	JUL'23 ACCT#7997 IGLESIA BLDG	3,014.55
	IGLESIA BUILDING TOTAL:	**3,372.91**
PLANNING		
US BANK PURCHASING CARD PROGRAM	IA 6/30 CONSTANTCONTACT.COM SUBSCR	45.00
	PLANNING TOTAL:	**45.00**
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	JUL'23 WAREHOUSE LEASE	1,035.00
PV MAINTENANCE INC	WAREHOUSE LEASE PV MAINTENANCE	1,035.00
RICHARD FISHER ASSOCIATES	JUL'23 LANDSCAPE INSPECTION SERVICES	2,915.64
	ENGINEERING (GENERAL) TOTAL:	**4,985.64**
STREET MAINTENANCE		
PV MAINTENANCE INC	JUL'23 PVM STREET MAINTENANCE MOE TAX	15,602.70
PV MAINTENANCE INC	JUL'23 GOLF DRIVE PAVER REPAIR	8,886.97
	STREET MAINTENANCE TOTAL:	**24,489.67**
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	AUG'23 LAW ENFORCEMENT CONTRACT	814,017.58
	LAW ENFORCEMENT-CONTRACT TOTAL:	**814,017.58**
LAW ENFORCEMENT-OTHER		
SEAVCO INC	JUL'23 BMW REPAIRS TIRES BRAKES AND LEVEL 1 SVC	1,842.06

Vendor Name	Description (Item)	Amount
J&M TROPHIES INC	BRASS NAMEPLATES-MERRILL BARCELOS BOYNE THOMAS	122.30
J&M TROPHIES INC	BRASS NAME PLATE ASUNCION	17.24
STAPLES ADVANTAGE	JUL'23 BLACK PRINTER INK DRY ERASE CLEANER MARKERS	176.59
VOYAGER FLEET SYSTEMS INC	JUN'23 MOTORCYCLE FUEL - AVPS	588.95
US BANK PURCHASING CARD PROGRAM	RD 7/07 CHEVRON CAR WASH UNIT 2717	28.99
US BANK PURCHASING CARD PROGRAM	RD 6/22 THE TOLL ROADS	575.00
US BANK PURCHASING CARD PROGRAM	RD 6/24 CHEVRON CAR WASH UNIT 2717	27.99
US BANK PURCHASING CARD PROGRAM	RD 6/25 HOMED DEPOT-BATTERIES-REMOTES-CSO PAL SGT	79.97
US BANK PURCHASING CARD PROGRAM	RD 7/18 BIG O TIRES BATTERY AND OIL UNIT 8101	652.52
US BANK PURCHASING CARD PROGRAM	RD 7/19 BIG O TIRE-BATTERY-OIL-NEW TIRE UNIT 8102	839.66
US BANK PURCHASING CARD PROGRAM	RD 7/21 BRUEGGERS BAGELS ITEMS COMP STAT QTR MTG	100.16
US BANK PURCHASING CARD PROGRAM	RD 7/3 BOARD AND BREW SPECIAL EVENT ITEMS JULY 4TH	210.11
US BANK PURCHASING CARD PROGRAM	RD 7/04 RALPHS SPECIAL EVENT ITEMS JULY 4TH	44.73
US BANK PURCHASING CARD PROGRAM	RD 7/03 COSTCO SPECIAL EVENT ITEMS JULY 4TH	88.72
	LAW ENFORCEMENT-OTHER TOTAL:	**5,394.99**
ANIMAL CONTROL		
CITY OF MISSION VIEJO	JUL-SEP'23 ANIMAL CARE SERVICES	118,373.00
	ANIMAL CONTROL TOTAL:	**118,373.00**
EOC		
ADVANTAGE MAILING, LLC	READY GUIDE PRINTING	3,089.41
SONITROL ORANGE COUNTY LLC	FY22-23 SONITROL ADD INTRUSION INDOOR SIREN PANIC	4,980.00
STAPLES ADVANTAGE	JUL'23 EOC SUPPLIES	127.33
	EOC TOTAL:	**8,196.74**
	GENERAL FUND TOTAL:	**1,091,647.36**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
SONITROL ORANGE COUNTY LLC	JUL'23 CITY HALL ACCESS CONTROL	580.38
SONITROL ORANGE COUNTY LLC	JUL'23 CITY HALL INTRUSION DETECTION	299.04
SONITROL ORANGE COUNTY LLC	JUL'23 CH INTRUSION DETECTION ADDED SERVICE	95.20
SONITROL ORANGE COUNTY LLC	AUG'23 CITY HALL INTRUSION DETECTION	367.04
SONITROL ORANGE COUNTY LLC	AUG'23 CITY HALL ACCESS CONTROL	580.38
THURSTON ELEVATOR CONCEPTS INC	AUG'23 CH-ELEVATOR MAINTENANCE	134.00
THE GAS COMPANY	JUL'23 MTR#2180 CITY HALL	71.22
SO CAL EDISON	JUL'23 ACCT#7189 CITY HALL	10,451.53
	NON-DEPARTMENTAL TOTAL:	**12,578.79**
	GEN. FD-CITY HALL TOTAL:	**12,578.79**
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
		200.00
RECREATION SERVICES		
AT&T	JUL'23 AVR-ALARM/POTS LINE	737.53
GARDAWORLD	AUG'23 AVR CASH COURIER SERVICE	413.62
UNITED BUILDING AND DEVELOPMENT SERVICES LLC	JUL'23 REPLACING WAINSCOTING & REPAINT AREA-FARM	2,550.00
AMAZON CAPITAL SERVICES INC	JUL'23 AMAZON BUSINESS ACCOUNT MEMBERSHIP FEE	192.87
SONITROL ORANGE COUNTY LLC	JUL'23 AVCENTER AND AVQUATICS ACCESS CONTROL	119.24
SONITROL ORANGE COUNTY LLC	JUL'23 AVR ACCESS CONTROL	510.07
SONITROL ORANGE COUNTY LLC	AUG'23 AVCENTER AND AVQUATICS ACCESS CONTROL	119.24
SONITROL ORANGE COUNTY LLC	AUG'23 AVRANCH ACCESS CONTROL	510.07
DS SERVICES OF AMERICA, INC	8/02/23 AVR BOTTLED WATER SERVICES_24 PACK X7	78.32
TEAM ONE MANAGEMENT SERVICES	JUL'23 AVR AND FARM JANITORIAL SERVICES	5,300.00
LYONS SECURITY SERVICE IN	JUN'23 AVR EVENT SECURITY SERVICE	3,210.00
LYONS SECURITY SERVICE IN	JUL'23 AVR EVENT SECURITY SERVICES	3,285.00
SIEMENS INDUSTRY INC	02/18 REPAIR TO SEMEINS FIRE MONITORING SYSTEM-AVR	2,205.00
ROUND STAR WEST, LLC	SUM23-RSU010/RSU011/RSU012/RSU013/RSU042-27 PARTIC	2,446.20
CLICKSTART DOG TRAINING ACADEMY, LLC	SUMMER2023-RSU052 DOG TRAINING-2 PARTICPANTS	444.00
MUSIC MOVES ACADEMY INC	SUMMER2023-RSU170 MUSIC (2ND HALF)-11 PARTICIPANTS	445.50
JOHN DAVID ALLEN JR	SUMMER2023-RSU008 TENNIS-5 PARTICIPANTS	132.00
BIONERDS	SUMMER2023-BIN004-BIN006-BIN005-27 PARTICIPANTS	4,587.00
JENNIFER BALES	SUMMER2023-TTS008-TTS009-RSU030-32 PARTICIPANTS	3,240.00
TIMOTHY DANA BOWEN	SUMMER2023-PWT008-/PWT007/PWT009-18 PARTICIPANTS	2,898.00

Vendor Name	Description (Item)	Amount
BEELER AQUATICS, INC	SUMMER2023-BCL007-LMS007 BEACH CAMP-5 PARTICIPANTS	969.60
CHALLENGER SPORTS CORP	SUMMER2023-CSC001/CSC002/CSC003-29 PARTICIPANTS	4,293.60
CONVERSA INC	SUMMER2023-CVA002 SPANISH CAMP-9 PARTICIPANTS	1,257.00
EDWIN RATLEDGE	SUMMER2023-VOC004 VOLLEYBALL CAMP-6 PARTICIPANTS	756.00
PREMIER AQUATIC SERVICES	SUMMER2023-PAK007/PAM007 SWIM CAMP-22 PARTICIPANTS	5,938.50
LAURELINDA HAUKSSON	SUMMER2023-PAE23/25/18/21/46/44-54 PARTICIPANTS	8,657.40
PREMIER AQUATIC SERVICES	SUM23 - PAB004/PAK008/PAM008 SWIM-31PARTICIPANTS	8,854.50
CULINARY COOKINGS KIDS LLC	SUMMER2023-CKC006 CULINARY KIDS-27 PARTICIPANTS	3,240.00
ERNA VAN DYK	SUMMER2023-RSU163 WATERCOLOR-10 PARTICIPANTS	210.00
LAURELINDA HAUKSSON	SUM23-PAE040/058/061/LATE/008/063/043-52 PARTICIPA	9,380.00
BRAINSTORM STUDIOS, LLC	SUMMER2023-BST003 SCIENCE-12 PARTICIPANTS	2,176.20
SKYHAWKS SPORTS ACADEMY, INC	SUMMER2023-SKY006 MULTISPORT CAMP-8 PARTICIPANTS	883.20
JOHN DAVID ALLEN JR	SUMMER2023-JAT003 TENNIS CAMP-18 PARTICIPANTS	1,123.20
CORAL BAY HOME LOANS	SUMMER2023-SKT005/SKT006 SKATEBOARD-16 PARTICIPANT	2,403.00
BREAKTHROUGH SPORTS LLC	SUMMER2023-BTS008/BTS009 BASKETBALL-19 PARTICIPANT	2,913.60
BEELER AQUATICS, INC	SUMMER2023-BCL008/LMS008 BEACH CAMP-7 PARTICIPANTS	1,532.80
CULINARY COOKINGS KIDS LLC	SUMMER2023-CKC007 CULINARY KIDS-27 PARTICIPANTS	3,255.00
ERNA VAN DYK	SUMMER2023-RSU161 WATERCOLOR-4 PARTICIPANTS	84.00
JENNIFER BALES	SUMMER2023-RSU031 STORYTIME-7 PARTICIPANTS	105.00
L & O ALISO VIEJO, LLC	SUMMER2023-RSU113 PICKLEBALL-6 PARTICIPANTS	273.00
HASA INC	JUL-SEP'23 QUARTERLY AQUAPONICS MAINT. FARM	440.00
GOTO COMMUNICATIONS	JUL'23 AVR GOTO VOIP SERVICE & SUPPORT	1,990.75
GOTO COMMUNICATIONS	AUG'23 AVR GOTO VOIP SERVICE & SUPPORT	663.58
TANGENT COMPUTERS INC	JUL'23 O365 AVR O365 - LICENSES & SUPPORT	529.39
US BANK PURCHASING CARD PROGRAM	JB 7/13 PIRATES DINNER ADV. CDC EXCURSION	826.07
US BANK PURCHASING CARD PROGRAM	JB 07/19 MOVIE CDC EXCURSION	520.50
US BANK PURCHASING CARD PROGRAM	JB 7/06 JOHN'S INCREDIBLE PIZZA CDC EXCURSION	559.48
US BANK PURCHASING CARD PROGRAM	JB 7/20 DAVE & BUSTERS CDC EXCURSION	210.00
US BANK PURCHASING CARD PROGRAM	JB 7/20 MOVIE REFUND TICKET CDC EXCURSION	(13.50)
US BANK PURCHASING CARD PROGRAM	JB 6/29 SUBWAY WK 4 CDC	30.15
US BANK PURCHASING CARD PROGRAM	JB 7/19 SUBWAY CDC	30.15
SO CAL EDISON	JUL'23 ACCT#4551 FARM	1,084.22
SO CAL EDISON	JUL'23 ACCT#6247 AVR	5,769.16
	RECREATION SERVICES TOTAL:	**104,369.21**
	GF-AV RECREATION SERVICES TOTAL:	**104,569.21**

203 - GAS TAX

TRAFFIC ENGINEERING

WOOD RODGERS, INC	JUL'23 STORM DRAIN CONDITION ASSESSMENT	1,145.00
CENTRALSQUARE TECHNOLOGIES	FY23-24 ASSET MGMT LUCITY SUBSCRIPTION	18,565.31
	TRAFFIC ENGINEERING TOTAL:	**19,710.31**

STREET MAINTENANCE

PV MAINTENANCE INC	JUL'23 PVM STREET MAINTENANCE GAS TAX	19,069.97
SCA OF CA LLC	JUL'23 STREET SWEEPING SERVICES	8,668.66
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	JUL'23 DATABASE MAIN + 35 TICKETS	71.25
SAN DIEGO GAS & ELECTRIC	APR'21-JUN'23 ACCT#6953 ST LTS/TRFIC CTRLR TRUE-UP	2,419.50
SO CAL EDISON	JUL'23 ACCT#2125 GS1 MEDIANS	61.16
SO CAL EDISON	STREET LIGHTS AND TRAFFIC CONTROLLERS SCE	1,347.06
SO CAL EDISON	STREET LIGHTS AND TRAFFIC CONTROLLERS SCE	17,098.92
SO CAL EDISON	STREET LIGHTS AND TRAFFIC CONTROLLERS SCE	3,825.78
SAN DIEGO GAS & ELECTRIC	JUN'23 ACCT#6953 ST LIGHTS & TRAFFIC CTRLR	2,922.56
	STREET MAINTENANCE TOTAL:	**55,484.86**
	GAS TAX TOTAL:	**75,195.17**

204 - MEASURE M

GEN-MEASURE M

CABCO YELLOW INC	JUL'23 SMP TRANSPORTATION SERVICES	1,960.00
	GEN-MEASURE M TOTAL:	**1,960.00**
	MEASURE M TOTAL:	**1,960.00**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	AUG'23 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,843.00

Vendor Name	Description (Item)	Amount
COUNTY OF ORANGE	AUG'23 PUBLIC SAFETY EQUIPMENT	5,932.50
COUNTY OF ORANGE	JUL-SEP'23 800 MHZ COST ALLOCATION	6,873.00
	LAW ENFORCEMENT-OTHER TOTAL:	**14,648.50**
	PUBLIC SAFETY GRANTS TOTAL:	**14,648.50**
225 - INTEGRATED WASTE MGMT FD		
GEN-BEV CONTAINER RECYCLE		
UNITED BUILDING AND DEVELOPMENT SERVICES LLC	JUL'23 DRINKING FOUNTAIN_IGLESIA_UNITED BLD & DEV	4,395.00
	GEN-BEV CONTAINER RECYCLE TOTAL:	**4,395.00**
	INTEGRATED WASTE MGMT FD TOTAL:	**4,395.00**
231 - OTHER GRANTS		
OTHER GRANTS		
GO LIVE TECHNOLOGY INC	JUL'23 SOLAR APP IMPLEMENTATION	540.00
	OTHER GRANTS TOTAL:	**540.00**
	OTHER GRANTS TOTAL:	**540.00**
241 - TECHNOLOGY FUND		
GEN-TECHNOLOGY GRANTS		
GRANICUS INC	JUL-SEP'23 GRANICUS WEBSTREAMING	4,171.93
	GEN-TECHNOLOGY GRANTS TOTAL:	**4,171.93**
	TECHNOLOGY FUND TOTAL:	**4,171.93**
251 - FEDERAL GRANTS		
OTHER GRANTS		
ATLAS PLANNING SOLUTIONS	JUL'23 HAZARD MITIGATION CONSTULTANT SERVICES	7,875.00
	OTHER GRANTS TOTAL:	**7,875.00**
GEN-FEDERAL GRANT		
NAVIKA USA INC	CDBG-CV SMALL BUSINESS GRANT ACTIVITY ID #19	7,500.00
SOUTH COUNTY OUTREACH	JAN-MAR'23 COVID RELIEF HUNGER & HOMELESS PREVENT	1,880.82
	GEN-FEDERAL GRANT TOTAL:	**9,380.82**
	FEDERAL GRANTS TOTAL:	**17,255.82**
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	JUL'23- AQC MANAGEMENT-RETENTION FEES	(1,208.30)
PREMIER AQUATIC SERVICES	AUG'23 AQC MANAGEMENT RETENTION FEES	(1,208.30)
		-2,416.60
GEN-AQUATIC CENTER		
GARDAWORLD	AUG'23 AQC CASH COURIER SERVICE	476.24
PREMIER AQUATIC SERVICES	JUL'23- AQC MANAGEMENT FEES	12,083.00
PREMIER AQUATIC SERVICES	AUG'23 AQC MANAGEMENT FEES	12,083.00
TEAM ONE MANAGEMENT SERVICES	MAY'23 AQC JANITORIAL SERVICES	2,100.00
HASA INC	JUN'23 AQC POOL CHEMICALS CHLORINE & ACID	1,427.57
HASA INC	JUL'23 AQC POOL CHEMICALS - ACID	452.59
HASA INC	JUL'23 AQC POOL CHEMICALS - CHLORINE	669.28
HASA INC	JUL'23 AQC POOL CHEMICALS CHLORINE & ACID	1,915.50
HASA INC	AUG'23 AQC POOL CHEMICALS CHLORINE	862.70
COUNTY OF ORANGE	HAZMAT DISCLOSE AQC_31 SANTA BARBARA_OC ENV HEALTH	224.00
COUNTY OF ORANGE	TANK MONITOR AQC_29 SANTA BARBARA_OC ENV HEALTH	270.00
THE GAS COMPANY	JUL'23 MTR#2349 AQC	1,020.00
	GEN-AQUATIC CENTER TOTAL:	**33,583.88**
	CITY FAC.-AQUATIC CENTER TOTAL:	**31,167.28**

Vendor Name	Description (Item)	Amount
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
JANET OSTASHAY	JUL'22-MAY'23 AVR HISTORICAL CONSULTING	3,835.00
	CAPITAL IMPROVEMENTS TOTAL:	**3,835.00**
	CAPITAL IMPROVEMENTS TOTAL:	**3,835.00**
	GRAND TOTAL:	**1,361,964.06**

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,091,647.36	1,091,647.36
102 - GEN. FD-CITY HALL	12,578.79	12,578.79
103 - GF-AV RECREATION SERVICES	104,569.21	104,569.21
203 - GAS TAX	75,195.17	75,195.17
204 - MEASURE M	1,960.00	1,960.00
215 - PUBLIC SAFETY GRANTS	14,648.50	14,648.50
225 - INTEGRATED WASTE MGMT FD	4,395.00	4,395.00
231 - OTHER GRANTS	540.00	540.00
241 - TECHNOLOGY FUND	4,171.93	4,171.93
251 - FEDERAL GRANTS	17,255.82	17,255.82
261 - CITY FAC.-AQUATIC CENTER	31,167.28	31,167.28
331 - CAPITAL IMPROVEMENTS	3,835.00	3,835.00
Grand Total:	**1,361,964.06**	**1,361,964.06**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,091,647.36
102 - GEN. FD-CITY HALL	12,578.79
103 - GF-AV RECREATION SERVICES	104,569.21
203 - GAS TAX	75,195.17
204 - MEASURE M	1,960.00
215 - PUBLIC SAFETY GRANTS	14,648.50
225 - INTEGRATED WASTE MGMT FD	4,395.00
231 - OTHER GRANTS	540.00
241 - TECHNOLOGY FUND	4,171.93
251 - FEDERAL GRANTS	17,255.82
261 - CITY FAC.-AQUATIC CENTER	31,167.28
331 - CAPITAL IMPROVEMENTS	3,835.00
Grand Total:	**1,361,964.06**

Account Summary

Account Number	Account Name	Payment Amount
101-2505-000	DENTAL INSURANCE PAY	2,224.18
101-2508-000	VISION INSURANCE PAYA	353.06
101-2601-000	REFUNDABLE DEPOSIT	3,000.00
101-2606-000	C & D DEPOSIT	500.00
101-36420	SMIP	2,918.38
101-36425	CASP CERT/TRNG	112.40
101-36430	BUILDING STANDARD FE	647.10
101-4-1501-4520-000	MTGS/CONF./TRNG & D	89.28
101-4-1503-4309-000	OTHER CONTRACTUAL S	186.00
101-4-1503-4601-000	SUPPLIES	45.65
101-4-1601-4305-000	TECHNOLOGY SERVICES	4,000.00
101-4-1601-4734-000	CODIFICATION	1,240.00
101-4-2501-4301-000	PROFESSIONAL SERVICE	4,947.80
101-4-2501-4309-000	OTHER CONTRACTUAL S	511.25
101-4-2501-4601-000	SUPPLIES	66.99
101-4-3101-4305-000	TECHNOLOGY SERVICES	6,439.89
101-4-3101-4481-000	COMPUTER EXPENSE	34,552.77
101-4-3101-4520-000	MTGS/CONF./TRNG & D	5,000.00
101-4-3501-4421-000	EQUIPMENT RENTAL	2,401.21
101-4-3501-4431-000	BUILDING & GROUND M	479.00
101-4-3501-4471-000	RENT	1,132.86
101-4-3501-4512-000	POSTAGE	511.10
101-4-3501-4513-000	PRINTING	659.35
101-4-3501-4516-000	FUEL	544.89
101-4-3501-4521-000	MEMBERSHIP & DUES	10,857.60
101-4-3501-4522-000	INSURANCE EXPENSES	2,140.00
101-4-3501-4553-000	COMMUNITY BRANDIN	1,400.00
101-4-3501-4601-000	SUPPLIES	381.19
101-4-4101-4524-000	RECREATION-SENIOR TR	490.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENT	24,549.83
101-4-4102-4411-000	UTILITIES	174.05
101-4-4102-4431-000	BUILDING & GROUND M	216.00
101-4-4103-4309-000	OTHER CONTRACTUAL S	150.00
101-4-4103-4411-000	UTILITIES	3,014.55
101-4-4103-4431-000	BUILDING & GROUND M	208.36
101-4-4401-4532-000	SPECIAL PROJECTS	45.00
101-4-4501-4471-000	RENT	2,070.00
101-4-4501-4741-000	C.S-CITY ENGINEERING	2,915.64
101-4-4503-4771-000	C.S-STREET MAINTENAN	24,489.67
101-4-5101-4308-000	LAW ENFORCEMENT	814,017.58
101-4-5102-4516-000	FUEL	1,220.93

Account Summary

Account Number	Account Name	Payment Amount
101-4-5102-4517-000	VEHICLE MAINTENANCE	3,414.21
101-4-5102-4520-000	MTGS/CONF./TRNG & D	443.72
101-4-5102-4612-000	OPERATING SUPPLIES	316.13
101-4-5301-4722-000	C.S-ANIMAL CARE SERVI	118,373.00
101-4-5401-4601-000	SUPPLIES	127.33
101-4-5401-4612-000	OPERATING SUPPLIES	8,069.41
102-4-3501-4411-000	UTILITIES	10,522.75
102-4-3501-4431-000	BUILDING & GROUND M	2,056.04
103-34130	FACILITY RENTAL	200.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	5,372.74
103-4-4105-4309-000	OTHER CONTRACTUAL S	72,498.30
103-4-4105-4411-000	UTILITIES	5,769.16
103-4-4105-4431-000	BUILDING & GROUND M	14,000.00
103-4-4105-4451-000	FARM OPERATING EXPE	4,074.22
103-4-4105-4561-000	TAXES/FEES/PERMITS	413.62
103-4-4105-4570-000	CITY CAMP EXPENSE	2,162.85
103-4-4105-4601-000	SUPPLIES	78.32
203-4-4502-4301-000	PROFESSIONAL SERVICE	19,710.31
203-4-4503-4411-000	UTILITIES	27,674.98
203-4-4503-4771-000	C.S-STREET MAINTENAN	19,141.22
203-4-4503-4772-000	C.S-STREET SWEEPING	8,668.66
204-4-6104-4309-000	OTHER CONTRACTUAL S	1,960.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM	14,648.50
225-4-6125-4309-000	OTHER CONTRACTUAL S	4,395.00
231-4-6131-4309-000	OTHER CONTRACTUAL S	540.00
241-4-6141-4481-000	IT/COMPUTER EQUIPME	4,171.93
251-4-6131-4309-000	OTHER CONTRACTUAL S	7,875.00
251-4-6151-4309-000	OTHER CONTRACTUAL S	9,380.82
261-2103-000	RETENTIONS PAYABLE	-2,416.60
261-4-6161-7411-000	UTILITIES	1,020.00
261-4-6161-7421-000	BUILDING & GROUND M	2,100.00
261-4-6161-7425-000	POOL MAINTENANCE	5,327.64
261-4-6161-7445-000	FEES & PERMITS	970.24
261-4-6161-7451-000	MANAGEMENT FEES	24,166.00
331-4-8701-5910-000	IMPROVEMENTS	3,835.00
	Grand Total:	**1,361,964.06**

Project Account Summary

Project Account Key	Payment Amount
None	1,337,827.84
0495910	3,835.00
10004309	7,875.00
10014309	540.00
9934527	342.55
9974570	2,162.85
CDBGCV4309	9,380.82
Grand Total:	**1,361,964.06**

City of Aliso Viejo
AGENDA ITEM

DATE: September 6, 2023

TO: Mayor and City Council

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

SUBJECT: TREASURER'S STATEMENT – JULY 2023

Recommended Action:

Receive and file the July 2023 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

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

Discussion:

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

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

Attachment:

1. July 2023 Treasurer's Statement

CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT

July 31, 2023

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE	
GENERAL FUND	$ 4,571,811.52	$ 4,488,924.98	$ 4,953,307.72	$ (126,583.62)	$ 3,980,845.16	
TCRF	$ 68,861.61			(3,500.00)	65,361.61	
GAS TAX FUND	$ 841,986.57	115,391.28	243,176.68		714,201.17	
MEASURE M	$ 932,259.76	156,308.99		(146,250.00)	942,318.75	
SB1-RMRA	$ 464,794.85	103,846.33		(4,796.89)	563,844.29	
PUBLIC SAFETY GRANTS	$ 190,204.31		13,818.76		176,385.55	(1)
AIR QUALITY IMPRVMNT FD	$ 1,194,481.07	17,000.00			1,211,481.07	
INTEGRATED WASTE MGMT FD	$ 94,893.51				94,893.51	
OTHER GRANTS	$ (139,453.70)			(16,194.28)	(155,647.98)	
TECHNOLOGY GRANT	$ 288,222.14	2,876.02	444.96		290,653.20	
DEVELOPMENT IMPACT	$ 1,349,361.63				1,349,361.63	
FEDERAL GRANTS	$ (46,258.34)		6,200.50	(1,410.00)	(53,868.84)	
CITY FACILITY - AV CTR	$ 179,758.92				179,758.92	
CITY FACILITY - AQUATIC CTR	$ (161,777.70)	127,912.53	101,670.05		(135,535.22)	
STREET IMPROVEMENTS	$ (105,821.21)		13,209.95	170,741.17	51,710.01	(2)
CAPITAL IMPROVEMENTS	$ (38,304.72)		47,630.62	114,530.34	28,595.00	(2)
STORM WATER	$ (3,846.66)	7,016.05	19,693.50	13,463.28	(3,060.83)	(2)
COP CAPITAL	$ -				-	(2)
COP	$ 0.00				0.00	
AV RANCH FOUNDATION	$ 100.00				100.00	
CFD 2005-01	$ (8,420.45)	30,805.92	33,279.37		(10,893.90)	
RENEWABLE FARMS	$ 66,113.87	5,451.35	35,708.50		35,856.72	
COMMUNITY TRUST	$ 5,412.68	150.00			5,562.68	
TOTALS	**$ 9,744,379.66**	**$ 5,055,683.45**	**$ 5,468,140.61**	**$ (0.00)**	**$ 9,331,922.50**	

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	$ 2,079,337.62	
SAVINGS ACCOUNT:	MONEY MARKET	$ 25,973.32	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	$ 7,226,611.56	
	TOTAL CASH		**$ 9,331,922.50**

Years to Maturity for July 2023	1.52
Weighted Average Yield for July 2023	3.370%

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

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

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.			**$ 36,627,167.01**
Cash With Fiscal Agent	COPS/CFD 2005-01	4,899,004.11	
Cash With Investment Advisor	City Investments	29,847,851.37	
AV Center		1,495,106.23	
PR Account		382,446.92	
Petty Cash		2,758.38	
	GRAND TOTAL OF CITY FUNDS		**$ 45,959,089.51**

(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	4,842,939.87	5,139,029.35	13.86	701	1.75
Corporate Bonds	2,000,000.00	1,939,491.22	2,000,620.00	5.40	334	1.93
LAIF	7,226,611.56	7,226,611.56	7,226,611.56	19.49	1	3.31
U.S. Agencies	10,435,000.00	9,957,529.70	10,067,281.47	27.15	634	3.82
U.S. Treasuries	13,150,000.00	12,509,957.58	12,640,920.55	34.10	782	3.95
	37,956,611.56	**36,476,529.93**	**37,074,462.93**	**100.00**	**554**	**3.37**

Investments

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	75,952.96	75,952.96
Average Daily Balance	37,039,912.28	37,039,912.28
Book Rate of Return	2.41%	2.41%

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	97.61	239,140.46	0.66%	NR/NR	0.64
	1.550%			1.60%	244,510.00	5.91%	124.85	-5,369.54	NR	0.63
05465DAK4	Axos Bank	03/26/2024	245,000.00	03/26/2020	245,000.00	97.61	239,142.88	0.66%	NR/NR	0.65
	1.650%			1.65%	245,000.00	5.89%	66.45	-5,857.12	NR	0.64
15118RUV7	Celtic Bank	04/17/2024	245,000.00	04/17/2020	245,000.00	97.21	238,169.60	0.66%	NR/NR	0.72
	1.400%			1.40%	245,000.00	5.91%	140.96	-6,830.40	NR	0.70
32110YPS8	First National Bank of America	04/22/2024	245,000.00	04/23/2020	244,522.25	97.05	237,768.00	0.66%	NR/NR	0.73
	1.250%			1.30%	244,522.25	5.93%	83.90	-6,754.25	NR	0.72
15201QDF1	CenterState Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	96.94	237,493.96	0.66%	NR/NR	0.75
	1.200%			1.25%	244,522.25	5.94%	749.10	-7,028.29	NR	0.74
58404DGU9	Medallion Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	96.94	237,493.96	0.66%	NR/NR	0.75
	1.200%			1.25%	244,522.25	5.94%	749.10	-7,028.29	NR	0.74
538036JN5	Live Oak Banking	08/28/2024	245,000.00	02/28/2020	244,529.60	95.97	235,137.83	0.66%	NR/NR	1.08
	1.650%			1.69%	244,529.60	5.80%	343.34	-9,391.77	NR	1.06
856285RU7	State Bank of India	11/27/2024	245,000.00	12/06/2019	245,000.00	95.59	234,202.62	0.66%	NR/NR	1.33
	2.000%			2.00%	245,000.00	5.70%	886.03	-10,797.38	NR	1.29
61760A4F3	Morgan Stanley Private Bank	12/12/2024	245,000.00	12/13/2019	244,416.90	95.40	233,730.50	0.66%	NR/NR	1.37
	1.950%			2.00%	244,416.90	5.68%	654.45	-10,686.40	NR	1.34
61690UUJ7	Morgan Stanley Bank	02/27/2025	245,000.00	02/28/2020	244,416.90	94.55	231,659.38	0.66%	NR/NR	1.58
	1.800%			1.85%	244,416.90	5.62%	1,872.74	-12,757.52	NR	1.53
14042RPG0	Capital One Bank NA	04/08/2025	245,000.00	04/09/2020	244,412.00	93.86	229,967.53	0.66%	NR/NR	1.69
	1.600%			1.65%	244,412.00	5.63%	1,213.59	-14,444.47	NR	1.65
33847E3J4	Flagstar Bank	05/15/2025	245,000.00	05/15/2020	245,000.00	92.33	226,202.61	0.66%	NR/NR	1.79
	0.900%			0.90%	245,000.00	5.65%	471.21	-18,797.39	NR	1.77
866264DP6	Summit State Bank	05/15/2025	245,000.00	05/18/2020	244,402.20	92.24	225,994.78	0.66%	NR/NR	1.79
	0.850%			0.90%	244,402.20	5.66%	445.03	-18,407.42	NR	1.77
89235MJS1	Toyota Financial Savings Bank	06/30/2025	245,000.00	06/30/2020	245,000.00	91.66	224,569.86	0.66%	NR/NR	1.92
	0.800%			0.73%	245,000.00	5.63%	177.21	-20,430.14	NR	1.90
59013KLQ7	Merrick Bank	12/30/2025	245,000.00	12/30/2020	245,000.00	89.01	218,077.48	0.66%	NR/NR	2.42
	0.550%			0.55%	245,000.00	5.60%	7.38	-26,922.52	NR	2.40
02007GXG3	Ally Bank	08/04/2026	245,000.00	08/04/2022	245,000.00	94.65	231,888.59	0.66%	NR/NR	3.01
	3.450%			3.45%	245,000.00	5.44%	4,122.04	-13,111.41	NR	2.79
90348JR93	UBS Bank USA	08/11/2026	245,000.00	08/11/2021	245,000.00	87.58	214,583.13	0.66%	NR/NR	3.03
	0.950%			0.95%	245,000.00	5.54%	133.91	-30,416.87	NR	2.96
38149MYB3	Goldman Sachs Bank	08/11/2026	245,000.00	08/11/2021	245,000.00	87.85	215,230.08	0.66%	NR/NR	3.03
	1.000%			1.00%	245,000.00	5.51%	1,147.81	-29,769.92	NR	2.96
254673N44	Discover Bank	07/29/2027	245,000.00	08/03/2022	245,000.00	94.31	231,049.53	0.66%	NR/NR	4.00
	3.500%			3.50%	245,000.00	5.34%	70.48	-13,950.47	NR	3.70

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	94.27	230,968.40	0.66%	NR/NR	4.02
	3.500%			3.50%	245,000.00	5.33%	4,158.29	-14,031.60	NR	3.65
02589ADQ2	American Express National Bank	08/10/2027	245,000.00	08/12/2022	243,775.00	94.07	230,468.70	0.66%	NR/NR	4.03
	3.450%			3.56%	243,775.00	5.33%	3,983.10	-13,306.30	NR	3.67
					5,139,029.35		**4,842,939.87**	**13.86%**		**1.92**
Total Certificates of Deposit			**5,145,000.00**	**1.75%**	**5,139,029.35**	**5.67%**	**21,600.97**	**-296,089.47**		**1.84**
Corporate Bonds										
594918BQ6	Microsoft	08/08/2023	500,000.00	12/06/2019	503,635.00	99.93	499,662.83	1.36%	Aaa/AAA	0.02
	2.000%	06/08/2023		1.79%	503,635.00	11.42%	4,805.56	-3,972.18	NR	0.02
30231GBC5	Exxon Mobil	08/16/2024	500,000.00	12/12/2019	501,615.00	96.63	483,128.83	1.35%	Aa2/AA-	1.05
	2.019%	07/16/2024		1.95%	501,615.00	5.67%	4,626.88	-18,486.18	NR	1.00
037833DM9	Apple	09/11/2024	500,000.00	12/06/2019	497,165.00	96.40	482,007.56	1.34%	Aaa/AA+	1.12
	1.800%	08/11/2024		1.92%	497,165.00	5.44%	3,500.00	-15,157.44	NR	1.07
64952WDL4	New York Life	01/22/2025	500,000.00	01/22/2020	498,205.00	94.94	474,692.01	1.34%	Aaa/AA+	1.48
	2.000%			2.08%	498,205.00	5.89%	250.00	-23,512.99	AAA	1.42
					2,000,620.00		**1,939,491.22**	**5.40%**		**0.91**
Total Corporate Bonds			**2,000,000.00**	**1.93%**	**2,000,620.00**	**7.11%**	**13,182.44**	**-61,128.79**		**0.87**
LAIF										
9830007	LAIF	08/01/2023	7,226,611.56	07/14/2023	7,226,611.56	1.00	7,226,611.56	19.49%	NR/NR	0.00
	3.310%			3.31%	7,226,611.56	3.31%	0.00	0.00	NR	0.00
					7,226,611.56		**7,226,611.56**	**19.49%**		**0.00**
Total LAIF			**7,226,611.56**	**3.31%**	**7,226,611.56**	**3.31%**	**0.00**	**0.00**		**0.00**
U.S. Agencies										
313384LQ0	FHLB	09/12/2023	1,000,000.00	05/30/2023	984,862.50	99.40	994,047.96	2.66%	P-1/A-1+	0.12
	0.000%			5.27%	984,862.50	8.63%	0.00	9,185.46	F1+	0.12
313384LZ0	FHLB	09/21/2023	500,000.00	04/28/2023	490,023.34	99.28	496,403.34	1.32%	P-1/A-1+	0.14
	0.000%			5.02%	490,023.34	8.01%	0.00	6,380.00	F1+	0.14
313384MN6	FHLB	10/04/2023	1,000,000.00	05/30/2023	981,796.67	99.08	990,812.33	2.65%	P-1/A-1+	0.18
	0.000%			5.26%	981,796.67	7.55%	0.00	9,015.66	F1+	0.18

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	98.81	494,070.43	1.39%	Aaa/AA+	0.36
	2.250%			1.44%	514,900.00	6.24%	1,656.25	-20,829.57	AAA	0.34
313384RQ4	FHLB	01/10/2024	1,700,000.00	03/13/2023	1,627,742.91	97.71	1,661,067.37	4.39%	P-1/A-1+	0.45
	0.000%			5.27%	1,627,742.91	6.18%	0.00	33,324.45	F1+	0.45
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	97.86	489,277.31	1.35%	Aaa/AA+	0.54
	1.430%			1.47%	499,245.00	6.29%	3,316.81	-9,967.70	AAA	0.52
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	95.84	479,205.76	1.34%	Aaa/AA+	0.86
	0.375%			0.46%	498,220.00	5.87%	265.62	-19,014.25	AAA	0.84
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	95.36	224,107.59	0.63%	Aaa/AA+	1.35
	1.625%			1.72%	233,926.05	5.42%	615.24	-9,818.46	AAA	1.29
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	90.91	454,535.64	1.34%	Aaa/AA+	2.15
	0.375%			0.48%	497,505.00	5.00%	666.67	-42,969.37	AAA	2.08
3130AK5J1	FHLB	09/18/2026	1,000,000.00	02/16/2023	872,060.00	88.35	883,456.01	2.35%	Aaa/AA+	3.14
	0.700%	08/07/2023		4.61%	872,060.00	5.09%	2,586.11	11,396.01	AAA	3.00
3130ASD63	FHLB	06/28/2027	1,000,000.00	06/28/2022	1,000,000.00	95.02	950,172.02	2.70%	Aaa/AA+	3.91
	3.250%	06/28/2024		3.25%	1,000,000.00	4.84%	2,979.17	-49,827.98	AAA	3.16
3133EPAU9	FFCB	07/14/2027	1,000,000.00	02/16/2023	990,390.00	98.00	979,993.09	2.67%	Aaa/AA+	3.96
	3.875%			4.12%	990,390.00	4.34%	1,829.86	-10,396.91	AAA	3.59
3136G4X99	FNMA	08/25/2027	1,000,000.00	04/06/2023	876,610.00	86.04	860,380.87	2.36%	Aaa/AA+	4.07
	0.740%	08/25/2023		3.82%	876,610.00	4.68%	3,206.67	-16,229.13	AAA	3.88
					10,067,281.47		**9,957,529.70**	**27.15%**		**1.74**
Total U.S. Agencies			**10,435,000.00**	**3.82%**	**10,067,281.47**	**6.02%**	**17,122.40**	**-109,751.79**		**1.59**
U.S. Treasuries										
912796Y37	U.S. Treasury	08/03/2023	1,000,000.00	02/16/2023	977,972.87	99.96	999,564.12	2.64%	P-1/A-1+	0.01
	0.000%			4.89%	977,972.87	58.76%	0.00	21,591.25	F1+	0.01
912796CR8	U.S. Treasury	09/21/2023	1,500,000.00	07/20/2023	1,486,367.60	99.24	1,488,614.16	4.01%	P-1/A-1+	0.14
	0.000%			5.33%	1,486,367.60	6.44%	0.00	2,246.57	F1+	0.14
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	99.09	495,449.22	1.35%	Aaa/AA+	0.25
	1.625%			1.62%	500,175.78	6.62%	2,053.33	-4,726.56	AAA	0.24
91282CEY3	U.S. Treasury	07/15/2025	1,000,000.00	05/30/2023	973,437.50	96.38	963,828.12	2.63%	Aaa/AA+	1.96
	3.000%			4.32%	973,437.50	4.98%	1,385.87	-9,609.38	AAA	1.86
91282CFE6	U.S. Treasury	08/15/2025	1,000,000.00	01/13/2023	980,078.13	96.55	965,546.88	2.64%	Aaa/AA+	2.04
	3.125%			3.94%	980,078.13	4.92%	14,416.44	-14,531.25	AAA	1.91
91282CFP1	U.S. Treasury	10/15/2025	1,000,000.00	05/30/2023	1,000,625.00	98.78	987,773.44	2.70%	Aaa/AA+	2.21
	4.250%			4.22%	1,000,625.00	4.80%	12,540.98	-12,851.56	AAA	2.05

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	94.51 4.84%	945,078.12 4,769.02	2.58% -10,039.07	Aaa/AA+ AAA	2.30 2.18
91282CGL9	U.S. Treasury 4.000%	02/15/2026	1,000,000.00	05/30/2023 4.09%	997,578.13 997,578.13	98.34 4.65%	983,437.50 18,453.04	2.69% -14,140.63	Aaa/AA+ AAA	2.55 2.33
91282CCF6	U.S. Treasury 0.750%	05/31/2026	1,000,000.00	06/13/2022 3.01%	915,976.56 915,976.56	89.91 4.65%	899,062.50 1,270.49	2.47% -16,914.06	Aaa/AA+ AAA	2.84 2.72
91282CCJ8	U.S. Treasury 0.875%	06/30/2026	1,000,000.00	06/29/2022 3.20%	913,125.00 913,125.00	90.15 4.56%	901,523.44 760.87	2.46% -11,601.56	Aaa/AA+ AAA	2.92 2.80
91282CCP4	U.S. Treasury 0.625%	07/31/2026	1,100,000.00	01/13/2023 3.73%	987,292.97 987,292.97	89.17 4.58%	980,847.66 18.68	2.66% -6,445.31	Aaa/AA+ AAA	3.00 2.89
912828X88	U.S. Treasury 2.375%	05/15/2027	1,000,000.00	06/29/2022 3.20%	962,851.56 962,851.56	93.02 4.38%	930,156.25 5,033.97	2.60% -32,695.31	Aaa/AA+ AAA	3.79 3.52
9128282R0	U.S. Treasury 2.250%	08/15/2027	1,050,000.00	01/13/2023 3.60%	990,322.27 990,322.27	92.29 4.33%	969,076.17 10,898.83	2.67% -21,246.10	Aaa/AA+ AAA	4.04 3.73
					12,640,920.55		**12,509,957.58**	**34.10%**		**2.14**
Total U.S. Treasuries			**13,150,000.00**	**3.95%**	**12,640,920.55**	**9.14%**	**71,601.52**	**-130,962.97**		**2.01**
					37,074,462.93		**36,476,529.93**	**100.00%**		**1.52**
TOTAL PORTFOLIO			**37,956,611.56**	**3.37%**	**37,074,462.93**	**6.57%**	**123,507.33**	**-597,933.02**		**1.42**

TOTAL MARKET VALUE PLUS ACCRUED INTEREST **36,600,037.26**

Transaction Report

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

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
07/03/2023	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	332.26	-	-
07/11/2023	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	191.30	-	-
07/14/2023	Purchase	9830007	LAIF		-51,088.65	-	-	-	-
07/14/2023	Interest	9830007	LAIF		-	-	51,088.65	-	-
07/14/2023	Interest	3133EPAU9	FFCB 3 7/8 07/14/27	07/14/2027	-	-	16,145.83	-	-
07/17/2023	Interest	91282CEY3	T 3 07/15/25	07/15/2025	-	-	15,000.00	-	-
07/17/2023	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	281.92	-	-
07/20/2023	Maturity	912796ZZ5	TREASURY BILL	07/20/2023	-	1,500,000.00	-	-	-
07/20/2023	Purchase	912796CR8	TREASURY BILL	09/21/2023	-1,486,367.59	-	-	-	-
07/20/2023	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	312.12	-	-
07/24/2023	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	251.71	-	-
07/24/2023	Interest	64952WDL4	NYLIFE 2 01/22/25	01/22/2025	-	-	5,000.00	-	-
07/26/2023	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	332.26	-	-
07/31/2023	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	110.75	-	-
07/31/2023	Interest	91282CCP4	T 0 5/8 07/31/26	07/31/2026	-	-	3,437.50	-	-
07/31/2023	Interest	254673N44	DFS 3 1/2 07/29/27	07/29/2027	-	-	4,252.26	-	-
Grand Total:					**-1,537,456.24**	**1,500,000.00**	**96,736.56**	**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

July 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/14/2023	7/19/2023	QRD	1736091	N/A	SYSTEM	51,088.65
7/18/2023	7/18/2023	RW	1734024	1694408	ANN EIFERT	-500,000.00
7/25/2023	7/25/2023	RD	1736675	1697053	ANN EIFERT	500,000.00

Account Summary

Total Deposit:	551,088.65	Beginning Balance:	7,175,522.91
Total Withdrawal:	-500,000.00	Ending Balance:	7,226,611.56

PMIA/LAIF Performance Report as of 08/04/23

Quarterly Performance Quarter Ended 06/30/23

LAIF Apportionment Rate[2]:	3.15
LAIF Earnings Ratio[2]:	0.00008636172883763
LAIF Administrative Cost[1]*:	0.06
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]

July	**3.305****
June	3.167
May	2.993
April	2.870
March	2.831
February	2.624

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

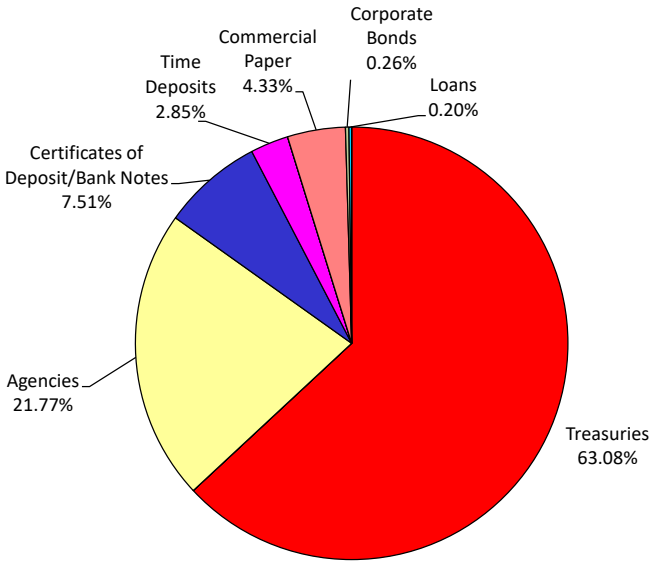


Chart does not include $2,861,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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.*

*** Revised*

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

City of Aliso Viejo
AGENDA ITEM

DATE: September 6, 2023

TO: Mayor and City Council

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

SUBJECT: AGREEMENT WITH NV5, INC. FOR ON-CALL CIVIL ENGINEERING SERVICES

Recommended Actions:

1. Approve a 3-year agreement with NV5, Inc. to perform on-call civil engineering services; and

2. Authorize the City Manager to execute a professional services agreement with NV5, Inc. for an amount of $50,000.

Fiscal Impact:

It is estimated that $50,000 may be needed for civil engineering services from FY 2023-24 through FY 2026-27. These costs are built into capital project budgets or funded by developers for plan review. Funding sources are Measure M, Gas Tax, SB 1, developer fees, General Fund, and any awarded grants.

Background:

The City utilizes on-call civil engineering services to prepare plans, specifications, and estimates for various capital improvement projects, which may consist of road rehabilitation, median improvements, and facility improvements. In addition to this, the on-call civil engineering firm may provide plan checking and general municipal engineering services on an as-needed basis.

A request for proposals (RFP) was issued for on-call civil engineering services on February 16, 2023 and was advertised on the City website. On March 9, 2023, staff received eight (8) proposals for providing the requested services. Staff reviewed the proposals for their ability to perform the service, ability to meet time requirements, reference checks, and reasonableness of cost.

Staff ranked the firms as follows:

1. Engineering Resources of Southern California
2. NV5
3. Tait
4. Onward Engineering
5. WGZE
6. Quantum Consulting
7. IDS Group
8. Proactive Engineering

Discussion:

On June 7, 2023, Engineering Resources of Southern California (ERSC) was awarded an agreement for on-call Civil Engineering Services through this procurement. Subsequent to this award, staff determined that ERSC may not be appropriately staffed for plan check services and therefore recommend awarding a second agreement to NV5, Inc. This will provide the City flexibility in the event one firm is unable or unsuited to perform any task listed under the scope of services. NV5, Inc. is recommended to perform on-call civil engineering services, particularly plan check services, because of the thoroughness of their work plan and their experience in providing similar services for other municipalities. NV5 is also familiar with the City and staff as they already provide on-call construction inspection and geotechnical services. The City has the option to renew the Agreement for two (2) additional one-year terms.

Attachment:

1. Agreement with NV5, Inc.

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
ON-CALL CIVIL ENGINEERING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **NV5, Inc.**, a **corporation**, with its principal place of business at **163 Technology Drive, Suite 100, Irvine, CA 92618** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Civil Engineering** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Civil Engineering** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **On-Call Civil Engineering** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **July 1, 2023** to **June 30, 2026**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS FormW-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services.

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

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

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

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

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

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses,

permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

(c) Contractors Pollution Liability: (if necessary)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand** DOLLARS (**$50,000.00**) ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance"

project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

David Niknafs
Project Director
NV5, Inc.
163 Technology Drive, Suite 100
Irvine, CA 92618

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Shaun Pelletier, Public Works Department**

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

3.5.3 Ownership of Materials and Confidentiality.

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

provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

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

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

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

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification.

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

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

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

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

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

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

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

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND NV5, INC.

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

CITY OF ALISO VIEJO

Approved:

By:_____
David Doyle
City Manager

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____
Ann Eifert
Director of Financial Services

NV5, INC.

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

By:_____

Its: Senior Vice President

Printed Name: Jeffrey M. Cooper

By:_____

Its: Corporate Secretary

Printed Name: MaryJo O'Brien

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

None.

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

Irvine, Orange, California	05/15/2023
City/County/State	Date
NV5, Inc.	Jeffrey M. Cooper
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.

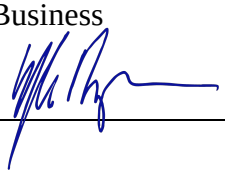
NV5, Inc.	Jeffrey M. Cooper
Name of Business	Print Name
	
Signature	
05/15/2023	
Date	

EXHIBIT "A"

SCOPE OF SERVICES

DESIGN SERVICES

The Consultant's scope of work will vary by project but may contain some or all of the following:

1. Site investigation.
2. Preliminary design.
3. Utility coordination.
4. Topographic surveys.
5. Environmental documentation.
6. Right-of-way acquisition plans.
7. Permitting.
8. Final design including plans, specifications, and estimates for public bidding including traffic control, civil design, structural design, irrigation and planting, and electrical.
9. Coordination with City's Geotechnical Consultant.
10. Coordination with City's Landscape Architect Consultant or an approved sub-consultant service include designing landscape plantings, hardscape, irrigation, and soil testing.
11. Design landscape lighting, power to irrigation controllers, and other electrical design as required.
12. Design structural features as required for bridges, storm drain system, and vehicle or pedestrian/bicycle facilities.
13. Construction management support as necessary including responding to RFI, reviewing change order requests, conduct labor compliance interviews, attend construction meetings, and review invoices.

Median projects consist of constructing landscape medians in existing striped medians in arterial roadways. In general, the scope includes demolition of asphalt median, curb and gutter, landscape plantings, hardscape, irrigation, median lighting, traffic control, and pavement striping.

Pavement rehabilitation projects generally include full depth replacement of failed areas, pavement grinding, asphalt overlay, detector loop replacement, raising utility structures, and striping. Geotechnical investigations, if required, utilizing core sampling, in-place strength testing, and laboratory testing to determine subgrade strength and recommendation for repairs shall be coordinated with the City's Geotechnical Consultant.

Pedestrian/Bicycle facilities could include new paths, path enhancements, bridges, and other appurtenances related to these facilities.

Site development projects generally include coordination with other architectural and/or landscape design firms for the detailed civil design of improvements such as grading, utilities, lighting, hardscape, parking and other infrastructure needs as required.

The City has recently been completing one to two overlay projects and one slurry seal project each fiscal year. Grant or other funding opportunities may allow for additional projects, particularly for medians, pedestrian facilities, bicycle facilities, and site development. Projects may be added or deleted depending on the needs of the City.

Design Standards

All of the roadways in the City of Aliso Viejo were originally designed and constructed utilizing County of Orange standards. The requested improvements will continue to use County of Orange standards.

The "Greenbook" Standard Specifications for Public Works Construction and Caltrans Standard Specifications are used in the contract documents.

Deliverables

1. Plans. Plans shall be submitted at the 50%, 90%, 100%, and final documents completion stages. Title sheet, base sheets, typical sections, and conceptual plans within the project limits shall be included in the 50% submittal. Technical specifications and cost estimates shall be included with the 90% plans. 100% plans shall incorporate all comments. Two sets of plans 24" x 36" in size will be required for each submittal. Final documents shall be signed by the Engineer in responsible charge. Electronic copies of signed documents shall also be submitted.
2. Construction estimates. Estimates and quantity take-off shall be in Microsoft Excel format for use by the City to advertise for bids.

Reimbursable Expenses

The items approved for reimbursable expenses are as follows:

1. Reproduction actual cost only.
2. Messenger Services actual cost only.
3. Materials actual cost only.
4. Mileage at current IRS Standard Mileage Rate.

Additional Services

Additional Services shall be computed at the actual hourly rates listed above.

Sub-Consultants

If City requires the Consultant to hire Sub-consultants to perform any additional services in addition to those mentioned in this exhibit, Consultant shall be compensated therefore

at the Sub-consultant's actual hourly rates plus **10%**. The City shall have the authority to review and approve the rates of any such consultants.

PLANCHECKING SERVICES

Improvement plan checking will include, but not be limited to, street, sewer, street lighting, structural (bridges, foundations, walls, etc.), striping, erosion control, drainage and traffic related plans (signal, signing and striping, traffic control, etc.). Hydrology and hydraulic calculations will be checked for sufficiency to verify that the drainage plans are adequate to provide for design runoff. Drainage plans and hydrology calculations will also be coordinated with the Orange County Flood Division where necessary. Plans will be checked against soil and geotechnical reports, as well as SCAQMD dust control plans, and storm water pollution prevention plans. Sewer, water, and other utility plans prepared for other agencies will be reviewed for conflict/consistency with City street and drainage plans. Traffic studies/analyses/reports review shall include traffic circulation, street signs, noise impacts, etc. and shall include the review of recommendations and accuracy. Check drawings and related documents for improvement plans to be constructed in the public right of way are prepared by either a private developer or, in some cases, by the City. Provide design review of site/grading, storm drain, sewer, water, and street plans and any associated technical reports for proposed private development or City projects and attend City design review meetings as necessary.

Subdivision maps and documents, including parcel and final tract maps, and other subdivision map act documents, will be checked to assure compliance with applicable provisions of the Subdivision Map Act, the City's Conditions of Approval, Land Surveyor's Act and any other applicable ordinances. There will be detailed checks made of such maps, including, but not limited to, review of survey documentation and title reports, lot and boundary closure, dedications and easement provisions, legal descriptions, completeness and accuracy of data notation, and necessary certifications of City staff. Plan checking/review may include any recordable instrument such as easements, lot line adjustments, dedications, vacations, parcel and tract maps, etc.

Grading Plans will be reviewed to ensure conformance with City codes, written policies, the City's Grading Ordinance, the County of Orange Grading manual and standard specifications. The review will also assure conformance with the approved Tentative Map and Conditions of Approval for the project. Hydrology and hydraulic calculations will be reviewed for conformance with the Orange County Flood Control District (ocflood.com) methodology for any proposed storm drain systems and detention basins. Grading Plans will be reviewed for compliance with the recommendations, specifications and details contained in the submitted soils report and to assure that all appropriate details are shown on the plans. Quantity calculations will be reviewed to assure accuracy and completeness. Precise Grading Plans will be checked to verify positive drainage to an approved outlet. Where deepened footings are required due to the lot grading, the extent and depth of the needed deepened footing will be clearly noted on each footprint. Erosion control measures for manufactured slopes will be reviewed to verify that the landscaping and irrigation measures are adequate. In addition, we will assure any interim

measures to control erosion until such time as the landscaping is viable and shown on the plan. Engineering geology and geotechnical engineering reports will be reviewed. Provide the City staff with specific recommendations regarding the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements as it relates to all levels of development ranging from commercial additions to master planned communities

Erosion Control Plans will be reviewed to ensure erosion and sedimentation measures comply with the Best Management Practices listed in the Storm Water Pollution Prevention Plans, in compliance with NPDES and WQMP requirements.

Private Parking Lot Plans will be reviewed for all the above items and, in addition, will be checked to verify compliance with Title 24 accessibility requirements of the State Building Code, as well as the requirements of the Regional Drainage Area Management Plan. Quantity calculations will be reviewed for all projects to assure accuracy and completeness to verify appropriate bonding amounts.

Landscaping and Irrigation plans shall be coordinated with the City's landscape plan check consultant for review of parks, parkways, medians, and all areas that have landscaping for compliance with documents reviewed and with the City's Water Efficient Ordinance will be required.

City Standards and Specification Compliance: Documents shall be reviewed to ensure compliance with the City's standards, specifications, procedures and standard drawings. The City currently uses the APWA Standard Plans for Public Works Construction and the Standard Specifications for Public Works Construction (Greenbook) as the City's main standards. The City also has a boiler plate specifications package and uses other industry standards and practices as warranted. Knowledge of these industry (county, state and federal) standards is required. Documents shall also be reviewed for compliance with the Americans with Disabilities Act (ADA). An evaluation shall be made for compliance with both the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) and Uniform Federal Accessibility Standards (UFAS).

Cost Estimate Review: Consultant shall review construction cost estimates with relation to quantities, unit prices, and consistency with construction documents such as plans and specifications. Estimates may originate with a developer and used as a basis for establishing surety/bonding amounts. Cost estimates may also originate with the City.

Water Quality/Drainage Studies: Review and recommend approval of various grading plans, Water Quality Management Plans (WQMPs), street improvement plans, storm drain plans, and hydrology studies for both public and private developments. Provide report preparation, inspections, prepare exhibits, as-needed assistance to develop and implement the City's Local Implementation Plan (LIP), technical support assistance, and database management associated with the National Pollutant Discharge Elimination System (NPDES) program to be in compliance with the Orange County MS4 Permit.

Web-Based Document Control: In an effort to streamline review times and costs to developers for overnight mailing, project documents, such as developer submittals, Consultant review

comments, and other documents, shall be shared through an electronic system via the internet and a secured sharing platform. Documents shall be available to City staff, developers, stake holders, other consultants, contractors, etc. as approved by the City. Each project shall have a secured access point with passwords provided to key persons with prior approval of the City. For certain projects, the submittals will be in the form of hard copy/digital .pdf submittals. The City currently implementing an online plan checking platform and plans may also be transmitted through Blue Beam.

Turn-Around Schedule: From the time of pick-up of plans from the City to delivery back to the City, the Consultant shall complete each plan check within the time specified as follows: First Check: Ten (10) working days Subsequent Checks: Five (5) working days

GENERAL MUNICIPAL ENGINEERING SERVICES

Provided a rate schedule showing available positions to provide various as-needed general services. Sample tasks may include, but are not limited to:

- Process engineering permits such as encroachment, grading, landscaping, and other permits.
- Tactfully respond to internal and external customer inquiries. Shall engage engineering staff for review of responses.
- Process public records requests within 10 business days.
- Assist in the tracking and accounting of project funds including revenue sources, expenditures, and project account shortfalls/surpluses.

Provide other engineering support services, as needed.

EXHIBIT "B"

SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2026 to June 30, 2027. The second renewal period shall be from July 1, 2027 to June 30, 2028.

EXHIBIT "C"

COMPENSATION

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

Cost Proposal

Effective July 1, 2023 through June 30, 2026. After this time, NV5 will receive a rate increase of up to 5% for each yearly renewal beginning July 1, 2026.

ENGINEERING SERVICES	HOURLY RATE**
Principal	$240
Project Director	$230
Senior Project Manager	$220
Project Manager	$200
Quality Assurance Manager	$200
Traffic Engineer	$225
Senior Structural Engineer	$210
Structural Engineer	$175
Senior Engineer	$175
Project Engineer	$135
Assistant Engineer	$110
Engineering Technician	$105
CADD Drafter	$105
Administration	$90
MUNICIPAL SERVICES	**HOURLY RATE****
Principal	$240
Program/Project Director	$230
Senior Project Manager	$220
Project Manager	$200
City Engineer	$190
Assistant Project Manager	$175
Plan Check Engineer III	$185
Plan Check Engineer II	$160
Plan Check Engineer I	$135
Public Works Technician	$90
Permit Technician	$90
LANDSCAPE ARCHITECTURE	**HOURLY RATE****
Project Manager/Senior Landscape Architect	$158
Landscape Architect	$132
Landscape Designer	$88
SURVEY SERVICES	**HOURLY RATE****
Principal	$275
Associate	$247
Manager	$236
Senior Engineer/Planner/Scientist/Surveyor	$184
Associate Engineer/Planner/Scientist/Surveyor	$168
Assistant Engineer/Planner/Scientist/Surveyor	$149
Junior Engineer/Planner/Scientist/Surveyor	$131
Design Supervisor	$163

Cost Proposal

Effective July 1, 2023 through June 30, 2026. After this time, NV5 will receive a rate increase of up to 5% for each yearly renewal beginning July 1, 2026.

Sr. CADD Technician/Designer	$160
CADD Technician III	$149
CADD Technician II	$126
CADD Technician I	$115
GIS Analyst	$149
GIS Technician I	$110
Project Administrator	$110
Project Assistant	$95
Engineering Aide/Planning Aide	$89
1-Person Survey Crew*	$185
2-Person Survey Crew*	$315
3-Person Survey Crew*	$385
ENVIRONMENTAL TECHNICAL SERVICES	**HOURLY RATE****
Principal Technical Manager	$225
Senior Project Manager III (Project Manager III)	$210
Senior II (Project Manager II)	$200
Senior I (Project Manager I)	$190
Staff III (Engineer/Scientist III)	$180
Staff II (Engineer/Scientist II)	$170
Staff I (Engineer/Scientist I)	$160
Associate III (Engineer/Scientist III)	$145
Associate II (Engineer/Scientist II)	$135
Associate I (Engineer/Scientist I)	$130
Specialist III (Environmental Specialist III)	$115
Specialist II (Environmental Specialist II)	$100
Specialist I (Environmental Specialist I)	$95
Financial Analyst II (Project Accountant/Analyst)	$105
Administrative I	$75
Intern (Data Analyst)	$70
REIMBURSABLE EXPENSES	**COST**
Field Vehicles	$100/day
Reproduction	Cost
Consultant Services	Cost
Delivery, Freight, Courier	Cost
Agency Fees	Cost
Commercial Travel	Cost

* Assumes prevailing wages are applicable for field work.

** Regular rates. Work in excess of 8 hours and work on Saturdays will be billed at 1.5 times the regular rate. Work in excess of 12 hours and work on Sundays and Holidays will be billed at 2 times the regular rate.

City of Aliso Viejo
AGENDA ITEM

DATE: September 6, 2023

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RDA, LLC TO PROVIDE 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.

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.

On August 16, 2023, the City Council considered a request to execute a second amendment to the RDA agreement to increase the total compensation by $65,000. The City Council requested that the deliverables described in the original scope of work be provided and continued the item to September 6, 2023.

Discussion:

The original scope of work included the following deliverables:

TASK A - Records/Research/Field Study
Written summary of findings and recommendations, presentation and discussion.

- Preliminary Parking Analysis (Attachment 3) – This parking model is based on a hypothetical scenario that includes the existing commercial tenants and future development of the site.
- Financial Feasibility Study (Attachment 4) –This analysis compares the feasibility study that was completed by EPS in 2019 to RDA's updated 2022 study based on a hypothetical development scenario.

TASK B — Strategy Presentation

- Extrapolated proforma including projected costs and income – This was completed but is not attached due to confidential content.
- Presentation outline (Attachment 5) –This draft presentation is intended for the Aliso Viejo Town Center property owners to provide the history behind the Vision Plan, challenges and solutions, potential benefits, and next steps.

TASK C — Discussions with Property Owners

- Discussions and negotiations with property owners – RDA has been in constant communication with the Aliso Viejo Town Center property owners to create traction on the Vision Plan. Currently, the property owners are working on removing the existing encumbrances on their properties. The City is not directly involved in this step as the encumbrances are recorded on private agreements of which the City is not a party to. However, the City along with RDA are meeting with the Aliso Viejo Town Center board as well as certain property owners on a regular basis to assist as necessary in this step.

Until the encumbrances on the properties are removed, the Vision Plan cannot proceed. It is difficult to anticipate when this step will be completed by the property owners. To maintain momentum and not lose sight of the progress to date, Staff recommends 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 2022-2023 and $60,000 for FY 2023-2024. No changes are proposed to the agreement term, which ends on June 30, 2025.

Attachments:

1. Original Professional Services Agreement with RDA, LLC
2. Second Amendment with RDA, LLC
3. Preliminary Parking Analysis
4. Financial Feasibility Study
5. Presentation Outline

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
PLANNING CONSULTANT SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 21 day of March, 2022, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **RDA, LLC, a California Limited Liability Company**, with its principal place of business at **2125 S Cabrillo Ave, San Pedro, CA 90731** ("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 land use 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 land use consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the professional planning and land use consulting related to the Aliso Viejo Town Center project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from March 22, 2022, 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. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services.

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

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

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

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

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

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 Omar Dadabhoy, Community Development Director, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

(c) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City

except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with

the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Forty Thousand Dollars ($40,000) ("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 non-disputed and approved charges thereon.

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

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

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and

the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Brian Cornelius
RDA, LLC
2125 S. Cabrillo Avenue
San Pedro, CA 90731

City:

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's 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 except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

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

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 19th day of April, 2022.

CITY OF ALISO VIEJO

Approved:

By: _____
David Doyle
City Manager

ATTEST:

By: _____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By: _____
Financial Services Department

RDA, LLC a limited liability company

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

By: _____
Its: President
Printed Name: Brian J. Cornelius

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:

N/A / None

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

Los Angeles, CA
City/County/State

21 March 2022
Date

ROA LLC.
Name of Business

Brian J. Cornelius
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.

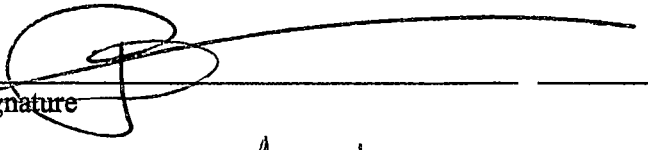
RDA LLC	Brian J Cornelius
Name of Business	Print Name
	
Signature	
3/20/2022	
Date	

EXHIBIT "A"

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 & Kreiger 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. Those studies date from 2016 and 2017 and likely need updating. Metrics for both the retail and residential rental sectors have changed significantly over the past 5-6 years. 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 project 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 for getting 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 vantage point, 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.

TASK A – Records/Research/Field Study

This is well underway already – a review 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: Approximately 2-3 weeks.
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 cash flows, 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/sketchwork 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 thru 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 stakeholders 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"

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	Prepare Strategy Presentation	80 hours	$15,000-20,000
Task C	Owner/Stakeholder Presentations	60 hours	$10,000-15,000

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
(Note I have included Steve Hanna's rate and qualifications although he would be minimally involved in this initial effort.)

Brian Cornelius	$225/hour
Steve Hanna	$225/hour

Expenses reimbursed at cost plus 10%

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 and increased 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 Term.

Section 3.3.1 of the Agreement is hereby amended to read as follows: Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Sixty-Five Thousand Dollars ($65,000) ("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."

3.2 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.

3.3 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 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.

3.5 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 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

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

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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.

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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

Written summary of findings and recommendations, presentation and discussion.

TASK B — Strategy Presentation

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

Discussions and negotiations with property owners. 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%

DATE:	November 30, 2022
TO:	Gerald Fogelson
COMPANY:	Jerson Development, LLC
FROM:	Jeff Weckstein
COPIES TO:	Brian Cornelius
PROJECT NAME:	Aliso Viejo Town Center - Preliminary Parking Analysis
PROJECT NUMBER:	37-009694.00

Jerson Development, LLC ("Jerson") engaged Walker Consultants ("Walker") to provide a preliminary parking analysis for potential redevelopment of the northern portion of the Aliso Viejo Town Center shopping center (the "Center"). This preliminary analysis is intended to assist in understanding whether there are land use scenarios that would allow for the construction of little or no additional structured parking at the Center if a portion of its existing surface parking lot is redeveloped as a residential project and/or hotel project that would park itself.

Existing & Potential Land Use Programs

Table 1 summarizes the existing land use program for the northern portion of the Center, and the potential land use program of three future scenarios. Scenario 1 is the base scenario. The northern portion of the Center currently has approximately 1,550± parking spaces.

Table 1: Aliso Viejo Town Center (North Section) – Land Use Scenarios

Land Use	Existing	Scenario 1	Scenario 2	Scenario 3
Retail	49,147 sf	94,147 sf	71,647 sf	49,147 sf
Restaurant	63,286 sf	63,286 sf	85,786 sf	63,286 sf
Cinema	4,241 seats	2,100 seats	2,100 seats	2,100 seats
Medical Office	51,269 sf	51,269 sf	51,269 sf	96,269 sf

Source: Responsible Development, Walker Consultants, 2022

It is Walker's understanding that the potential residential and hotel developments would park themselves within their respective footprints. They have been considered in the parking model to the extent that they would generate a captive market of customers, and potentially employees, for the commercial/office uses at the Center that will remain.

Each potential future scenario envisions a smaller cinema, which is partially redeveloped into retail, retail/restaurant, or medical office space.

Preliminary Parking Needs Analysis

Walker's Shared Parking Model is based on the Urban Land Institute (ULI), National Parking Association (NPA), and International Council of Shopping Center's (ICSC) *Shared Parking*[1] publication. Walker led a team of consultants in researching and writing the updated *Shared Parking Third Edition*, which features the most up-to-date parking demand model. The model is designed to project the parking needs of diverse types of development from 6:00 a.m. to 12:00 midnight on a typical weekday and a weekend for every month of the year.

A parking needs analysis, in accordance with *Shared Parking* is the accepted methodology for determining the appropriate parking supply for developments. Walker has created a preliminary parking model for the Center that accounts for its mix of land uses.

The result of the parking model is a recommended parking supply for the existing Center and for each analyzed Scenario. This does not represent the maximum ever generated by the development. In Walker's experience, designing a parking system for the absolute peak busiest day of the year leads to overbuilding of parking spaces. Similarly, one does not build for an average day and have insufficient supply for the peak (if not multiple) hours on 50 percent of the days in a year. The peak in this analysis refers to the "design day" or "design hour," one that recurs frequently enough to justify providing spaces for that level of parking activity. The 85th percentile of peak-hour observations is recommended by *Shared Parking* except for shopping centers which are recommended to be designed for the 20th busiest hour of the year.

Methodology/Assumptions

This section briefly details the methodology for the shared parking analysis to determine the existing and future design day parking demand.

Figure 1: Steps of Shared Parking Analysis

Land Use Units (Number of rooms, square footage, etc.)	X	Standard or Base Parking Generation Ratio	X	Monthly Factor	X	Hourly Factor	X	Driving Ratio	X	Non-Captive Ratio	=	TOTAL

Source: *Walker Consultants*, 2022

[1] Shared Parking (Third Edition), 2019, The Urban Land Institute, Washington, D.C.

Land use information was provided by the client team and was previously shown in Table 1. This analysis has assumed all office space as medical office and has assumed that the restaurant space is half fine/casual dining and half fast/casual dining.

This analysis focuses on the existing commercial uses and has assumed that the potential residential and hotel components would park themselves within their respective footprints.

For this preliminary analysis, the base parking demand ratios, monthly factors, and time of day factors in *Shared Parking* were deemed reasonable.

Drive ratios for employees has been adjusted based on US Census journey to work data and a desktop review of the circulation system around the Center including transit availability and bicycle infrastructure.

Non-captive ratios are based on the non-captive subroutine contained within the Shared Parking Model.

Parking Needs Analysis Results Summary

Based on the *Shared Parking* methodology and the land use scenarios, which are shown again below for reference, Table 2 summarizes the results of the parking needs analysis for each scenario.

Land Use	Existing	Scenario 1	Scenario 2	Scenario 3
Retail	49,147 sf	94,147 sf	71,647 sf	49,147 sf
Restaurant	63,286 sf	63,286 sf	85,786 sf	63,286 sf
Cinema	4,241 seats	2,100 seats	2,100 seats	2,100 seats
Medical Office	51,269 sf	51,269 sf	51,269 sf	96,269 sf

Table 2: Shared Parking Results

Weekday				
User Group	**Existing**	**Scenario 1**	**Scenario 2**	**Scenario 3**
Customer/Guest	1216	1037	1177	1012
Employee	212	224	249	281
Total	1428	1261	1426	1293
Weekend				
User Group	**Existing**	**Scenario 1**	**Scenario 2**	**Scenario 3**
Customer/Guest	1655	1161	1353	1103
Employee	152	175	202	135
Total	1807	1336	1555	1238

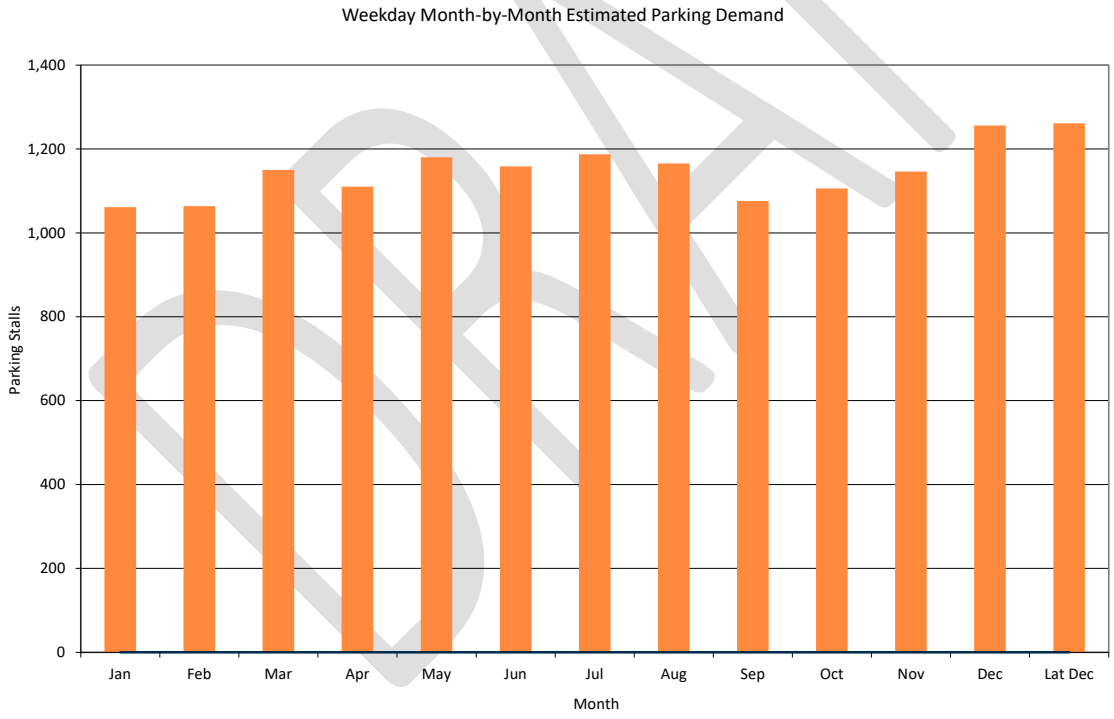
Scenario 3, where the cinema is redeveloped as a smaller 2,100 seat cinema and 45,000 square feet of medical office space, is projected to generate a need for the smallest amount of parking on the site. Since construction of the project occur on a portion of the existing surface parking areas, it is anticipated that even in Scenario 6, some additional parking would need to be constructed unless parking management and operational strategies were implemented during peak times.

In general, the Center is projected to peak in December or Late December, due to the presence of the cinema, and seasonal retail demand. Parking demand is typically projected to peak in the evening, due to the presence of restaurant uses and the cinema. On weekdays, parking demand is projected to peak during the daytime due to the combination of office uses and lunchtime restaurant demand.

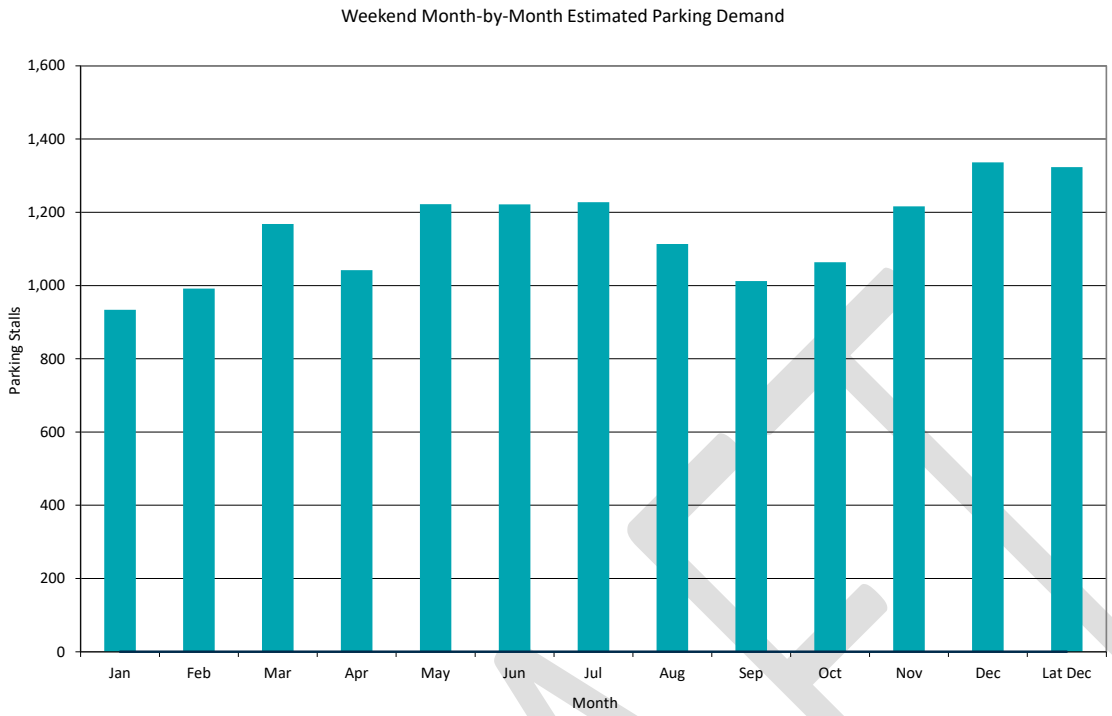
Construction of a residential project that parks itself on approximately 1.5 acres of the existing parking field would displace approximately 250± parking spaces, reducing the northern portion of the Center's parking supply to approximately 1,300± parking spaces. Based on this, the northern portion of the Center would experience parking shortages during peak periods of parking demand.

However, in the case of Scenario 1, parking shortages would be seasonal and tied to the holiday shopping season as shown in Figure 2. Since the parking supply is only expected to be exceeded in December in Scenario 1, parking could potentially be managed during the holiday shopping season through a combination of operational considerations, discussed in the next section of this document.

Figure 2: Scenario 1 Peak Parking Demand by Month



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Operational Considerations

As part of this analysis, Walker was asked to consider certain parking operations and practices that could increase the striped capacity of the functional capacity of the existing parking supply at the Center. These considerations are discussed briefly below.

1. Re-striping the parking area for compact spaces.

   Currently the City of Aliso Viejo Code prohibits compact parking spaces and mandates all spaces be 9'0". However, the team looking at the potential for adding uses to the Center may have leeway to adjust these standards if a Specific Plan is prepared for the Center. Reducing the stall width to 8'6" would create one additional space every seventeen spaces (17-9'0" spaces would yield 18-8'6" spaces). In employee parking areas behind the center, reducing the stall width to 8'3" would yield one additional space every eleven spaces. Based on the existing parking layout, approximately 40 additional spaces could be gained through restriping of parking areas that remain after potential development of a residential project on a portion of the existing parking field. However, it should be noted that narrower stalls reduce the level of service of the spaces and can result in more mis-parked vehicles where one vehicle parks in two stalls, which would result in little to no actual capacity gain on a functional level.

2. Providing that employees park in spaces behind the center

   Having employees park behind the Center and in other less convenient areas for customer parking is a parking industry best practice. In an environment with free parking, as the Center is and will remain, it can be difficult to enforce in practice. Walker recommends that the Center sign the customer areas as customer parking only, and perhaps with a 3-hour posted time limit. This could be enforced through mobile license plate recognition. Walker is not advocating that vehicles receive tickets at 3 hours and 1 minute of stay duration; however, with mobile license plate recognition vehicles parked for 6 hour or more would most likely be employees who could be given a warning ticket. Additional measures could include having employees register their license plates with the Center and have it tied to their place of employment so that parking enforcement could let management of individual businesses know when they have non-compliant employees. Based on the results of the shared parking analysis it is also unlikely that the areas behind the Center have enough parking to park all employees. It is likely that other parking will need to be designated for employees such as on the roof level of the parking structure.

3. The possible use of the 2nd floor of the structure by the office/medical office

   This would also be a good parking management practice but would not increase the absolute number of spaces at the Center. It would; however, allow for the most convenient spaces to turn more often which is of benefit to the Center and the customer experience. The second floor of the parking structure may be a good place for employee parking in general.

4. Time of day and seasonal considerations

   The move theatre use is a primarily nighttime use (even more so on weekdays), and peaks in the last week of December (the 13th 'month' called late-December in the Shared Parking Model). Given the seasonal peak the Center experiences due to the cinema, it may make sense to explore off-site employee parking in December if a suitable site, and willing partner, can be identified. Of more interest is the time-of-day considerations. Given the movie theater and restaurants, the site could probably accommodate some additional office of medical office uses instead of additional commercial (restaurant/retail) if a portion of the cinema is redeveloped. Some amount of these weekday only uses, would essentially be free from a parking requirement standpoint.

5. Use of Valet during peak times

   A valet parking program could increase customer level of services for those who desire it. However, unless the designated valet area is 100% utilized it could decrease the functional capacity of the parking area as the valet parking area remains underutilized while self-parking patrons have difficulty finding parking spaces. However, a valet program with a stacked valet parking area could increase the overall capacity of parking at the Center. For example, the roof or a portion of the roof of the parking structure could potentially be the valet parking area, and the valets could stack vehicles in the drive aisles when the striped spaces are full. This type of stacking typically increases the functional capacity of the stacked areas by 15-30% depending on whether vehicle scan be stacked on one or both sides of the drive aisle.

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Conclusions

Based on the parking model created for the project area, a residential project that parks itself on approximately 1.5-acres of the Center's existing parking field would potentially result in the Center still having enough remaining parking to accommodate its commercial parking needs, assuming the size of the cinema is cut roughly in half, to 2,100 seats. Parking management would be needed to ensure employees park in back of house/less convenient parking areas, and additional season parking management measures may be needed in December.

It does not appear that the Center would have adequate parking if, in additional to the residential project, a hotel project was constructed on additional 1.0-acre portion of the existing surface parking.

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Highlights

Comparing the current plan to the plan modelled by EPS in 2019

- Residential rents and rent growth.
  - *Current rents and rent growth is higher.*
- Construction Cost Estimates
  - *Construction costs lower (for a more efficient plan).*
- Indirect Costs.
  - *Need detailed estimate of indirect costs.*
- Cap Rates
  - *Cap rates for residential are lower.*

Financial Feasibility Study Prepared by EPS in 2019

Key Assumptions		
	Land Basis	$0
Residential		
	All Residential Units Market Rate	
	Operating Expenses	30%
	Annual Rent Growth (2016-2019)	6%
	Annual Rent Growth (after 2019)	4%
	Cap Rate	4.75%
Hotel		
	Cap Rate	7%
	Annual Rent Growth (2016-2019)	3.5%
	Annual Rent Growth (after 2019)	3%
Office		
	Cap Rate	5.8%
	Annual Rent Growth	3%
Retail		
	Cap Rate	5.8%
	Annual Rent Growth (2016-2019)	4.5%
	Annual Rent Growth (after 2019)	4%
Cost Escalation		3%
Construction Loan(LTC)		65%
	Interest	7%
Perm Loan (LTC)		70%
	Interest	5.5%

Current Analysis

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Key Assumptions		
	Land Basis	$50,000/resi unit
Residential		
	All Residential Units Market Rate	
	Operating Expenses	30%
	Annual Rent Growth	6%
	Cap Rate	4.5%
Hotel		
	Cap Rate	6.5%
	Annual Rent Growth (2016-2019)	3.5%
	Annual Rent Growth (after 2019)	3%
Office		
Retail		
	Cap Rate	5.8%
	Annual Rent Growth	3%
Cost Escalation		3%
Construction Loan(LTC)		65%
	Interest	7%
Perm Loan (LTC)		70%
	Interest	5.5%

Financial Feasibility Study Prepared by EPS in 2019

Program	Existing	New	Total
Dining	63,286	29,636	92,922
Lodging	-	137	137
Theater	98,557	-	98,557
Retail	49,157	44,455	93,612
Office	51,269	50,418	101,687
Residential	0	271	271

Current Analysis

Program	New	Total
	29,636	92,922
	125	125
		98,557
	14,064	63,221
	-	51,269
	380	380

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Financial Feasibility Study Prepared by EPS in 2019

Construction Costs

Parking Structure and Mixed Use	$ 51,904,454	
Mixed Use Wrap	$ 84,353,000	$351/gsf
Stand Alone Mixed Use	$ 25,927,999	
Hotel	$ 18,178,000	$132,000/key
Offsite Improvements	$ 3,500,000	
Onsite Improvements	$0	
Total	$186,222,934	
Soft (Indirect) Costs	$ 47,922,304	26%

Current Analysis

Construction Costs

Parking	$ 41,337,500	$25,000/stall
Commercial Retail	$ 4,219,200	$300/gsf
Dining	$ 14,818,000	$500/gsf
Residential	$104,500,000	$275,000/unit
Hotel	$ 31,250,000	$250,000/key
Offsite Imprvmnts	$ 3,500,000	
Onsite Imprvmnts	$ 5,860,000	$20/gsf land
Total	$243,360,380	
Soft (Indirect) Costs	$ 39,085,482	19%

Financial Feasibility Study Prepared by EPS in 2019

Soft (Indirect) Costs

Total Hard Costs	%HC	$	186,222,934.00	
Professional Services	6.00%	$	11,173,376.04	
Insurance	1.00%	$	1,862,229.34	
Project Management	3.00%	$	5,586,688.02	
G&A	3.00%	$	5,586,688.02	
Legal & Closing	1.50%	$	2,793,344.01	
Property Taxes	2.50%	$	4,655,573.35	
Impact Fees	0.00%	$	-	
Other Fees (permit fees)	4.00%	$	7,448,917.36	
Parking Management Plan	1.60%	$	2,979,566.94	
Contingency	4.00%	$	7,448,917.36	
Total		$	49,535,300.44	27%

Current Analysis

Soft (Indirect) Costs

%HC	$	211,272,880.00	Excluding Parking	
5.00%	$	10,563,644.00	Includes Commissions and TA	
0.00%	$	-	Incl	
3.00%	$	6,338,186.40	Developer Fee	
0.00%	$	-	Incl	
1.00%	$	2,112,728.80	Closing counted elsewhere	
2.50%	$	5,281,822.00	Over 2.5 years	
1.00%	$	2,112,728.80	City Reimb./Tenant Incentives	
3.00%	$	6,338,186.40		
0.00%	$	-		
3.00%	$	6,338,186.40	Contingency/Tenant Incentives	
	$	39,085,482.80	19%	

Financial Feasibility Study Prepared by EPS in 2019

Residential Income/NOI

Units	271	
Avg. Unit Size	1250	gsf
Avg Unit Size	900	nrsf
Total NRSF	243,900	nrsf
Open 2023, Stabilize 2025		

	$/NRSF/Mo	$/NRSF/yr (2025)	Unit/Mo	Total
Residential Gross Rent	$ 3.94	$ 47.32	$ 42,588.25	$ 11,541,416.00
Other Revenue (5%)	$ 0.20	$ 2.37	$ 2,129.41	$ 577,070.80
Vacancy (5%)	$ (0.21)	$ (2.48)	$ (2,235.88)	$ (605,924.34)
Operating Expenses (30%)	$ (1.18)	$ (14.16)	$ (12,744.53)	$ (3,453,768.74)
NOI (2025)	$ 2.75	$ 33.04	$ 29,737.25	$ 8,058,793.72
Escalated to 2028 @ 4% annually				$ 9,087,766.26

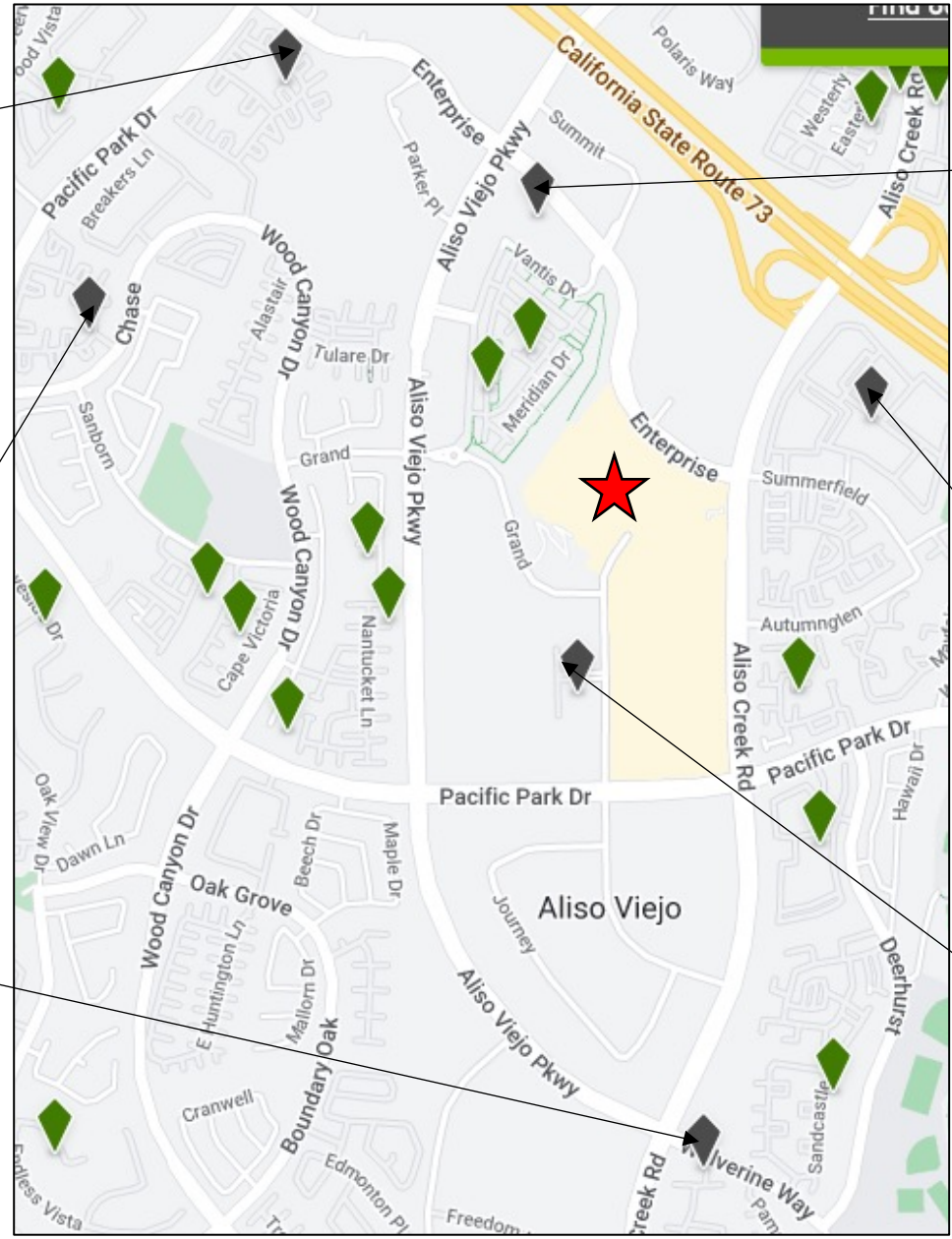
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Current Analysis

Residential Income/NOI

Units	380	
Avg. Unit Size	1000	gsf
Avg. Unit Size	720	nrsf
Total NRSF	273,600	nrsf
Open 2026, Stabilize 2029		

	$/NRSF/Mo	$/NRSF/yr (2025)	Unit/Mo	Total
Residential Gross Rent	$ 4.50	$ 54.00	$ 3,240.00	$ 14,774,400.00
Other Revenue	$ 0.24	$ 2.70	$ 162.00	$ 738,720.00
Vacancy (5%)	$ 0.25	$ (2.84)	$ (170.10)	$ (775,656.00)
Operating Expenses (30%)	$ (1.42)	$ (16.16)	$ (969.57)	$ (4,421,239.20)
NOI (2026)	$ 3.32	$ 37.71	$ 2,262.33	$ 10,316,224.80
Escalated to 2029 @ 6% annually				$ 12,286,788.80



Home / California / Aliso Viejo / Alize Apartment Homes

Today

Alize Apartment Homes

2 Enterprise, Aliso Viejo, CA 92656

Aliso Viejo

★★★★★ 4.9 (18 reviews) Verified Listing

Monthly Rent	Bedrooms	Bathrooms	Square Feet
$2,515 - $7,336	1 - 2 bd	1 - 2 ba	717 - 1,100 sq ft

$3.50-$6.66/sf

Home / California / Aliso Viejo / Vantis

Today

Vantis

90 Vantis Dr, Aliso Viejo, CA 92656

Aliso Viejo

★★★★★ 4.9 (1 reviews) Verified Listing

Monthly Rent	Bedrooms	Bathrooms	Square Feet
$2,577 - $7,981	Studio - 2 bd	1 - 2 ba	567 - 1,433 sq ft

Move-in Special

Move in by October 2nd and receive $500 off the first month's rent. Contact leasing for details.

$4.54-$5.56/sf

Home / California / Aliso Viejo / Aventine at Aliso Viejo

Today

Aventine at Aliso Viejo

22501 Chase, Aliso Viejo, CA 92656

Aliso Viejo

★★★★★ 4.9 (11 reviews) Verified Listing

Monthly Rent	Bedrooms	Bathrooms	Square Feet
$2,420 - $3,810	1 - 2 bd	1 - 2 ba	717 - 1,100 sq ft

1 Bedroom Price Starting at $2420

1 Bedroom price starting at $2420.00. Maximum lease term is 10 months.

$3.37-$3.46/sf

Home / California / Aliso Viejo / St. Moritz Apartments

Today

St. Moritz Apartments

23411 Summerfield, Aliso Viejo, CA 92656

Aliso Viejo

★★★★★ 4.9 (3 reviews) Verified Listing

Monthly Rent	Bedrooms	Bathrooms	Square Feet
$2,495 - $4,000	1 - 3 bd	1 - 2.5 ba	792 - 1,667 sq ft

$2.39-$3.15/sf

Home / California / Aliso Viejo / Alicante Apartment Homes

Today

Alicante Apartment Homes

27662-27682 Aliso Creek Rd, Aliso Viejo, CA 92656

Aliso Viejo

★★★★★ 5.0 (5 reviews) Verified Listing

Monthly Rent	Bedrooms	Bathrooms	Square Feet
$2,599 - $7,336	1 - 2 bd	1 - 2 ba	717 - 1,100 sq ft

$3.62-$6.66/sf

Home / California / Aliso Viejo / City Lights at Town Center

Today

City Lights at Town Center

5000-7432 City Lights Dr, Aliso Viejo, CA 92656

Aliso Viejo

★★★★★ 5.0 (20 reviews) Verified Listing

Monthly Rent	Bedrooms	Bathrooms	Square Feet
$2,577 - $6,401	1 - 2 bd	1 - 2 ba	598 - 1,534 sq ft

Move-in Special

Up to $1,000 off! See leasing for details.

$4.17-$4.30/sf



ALISO VIEJO DEVELOPMENT

September 6, 2022



BRIAN J CORNELIUS

Responsible Development Associates

Brian has provided strategic real estate development consulting services to multiple clients for major residential, commercial, hospitality, and mixed-use projects in Southern California and elsewhere representing a total investment of over 22 years. **Key areas of expertise include acquisitions, underwriting, planning and design, entitlements, project management, construction management, leasing and property management.**

Clients/ Experience

- Alliant Strategic Development, Calabasas, CA
- Black Lion IG, Los Angeles, CA
- Caruso, Los Angeles, CA
- CenterCal Properties, El Segundo, CA
- CIM Group, Los Angeles, CA
- HBS Global, Los Angeles, CA
- JMA Ventures, San Francisco, CA
- LS Urban, Los Angeles, CA
- LBG Investments, Los Angeles, CA
- Oliver McMillan, San Diego, CA
- The Ratkovich Company, Los Angeles, CA



Education

- Masters of Architecture
  Rice University
- Bachelor of Arts - Magna Cum Laude
  Yale University
- Licensed Contractor in California
  (CA CSLB B-License)



DAN BURGNER

BExperiential

Dan has provided strategic leadership and implemented successful plans for major retail projects, achieving on-time project management, achieving long-term business objectives, and establishing sustainable organizational leadership. **Key Areas of Expertise are the operation of properties, creating experiential environments and branding.**

Clients/ Experience

- Hollywood Park, Los Angeles, CA
- Bishop Ranch City Center, San Ramon, CA
- Caruso (including The Grove & Americana at Brand), Los Angeles, CA
- The Irvine Company, Irvine, CA



Education

- Masters of Business Administration
  Real Estate Finance
  University of Southern California
- Bachelor of Science
  Business Administration
  University of Southern California
- California Brokers Real Estate License
- Colorado Real Estate License

COMPLETED PROJECTS





















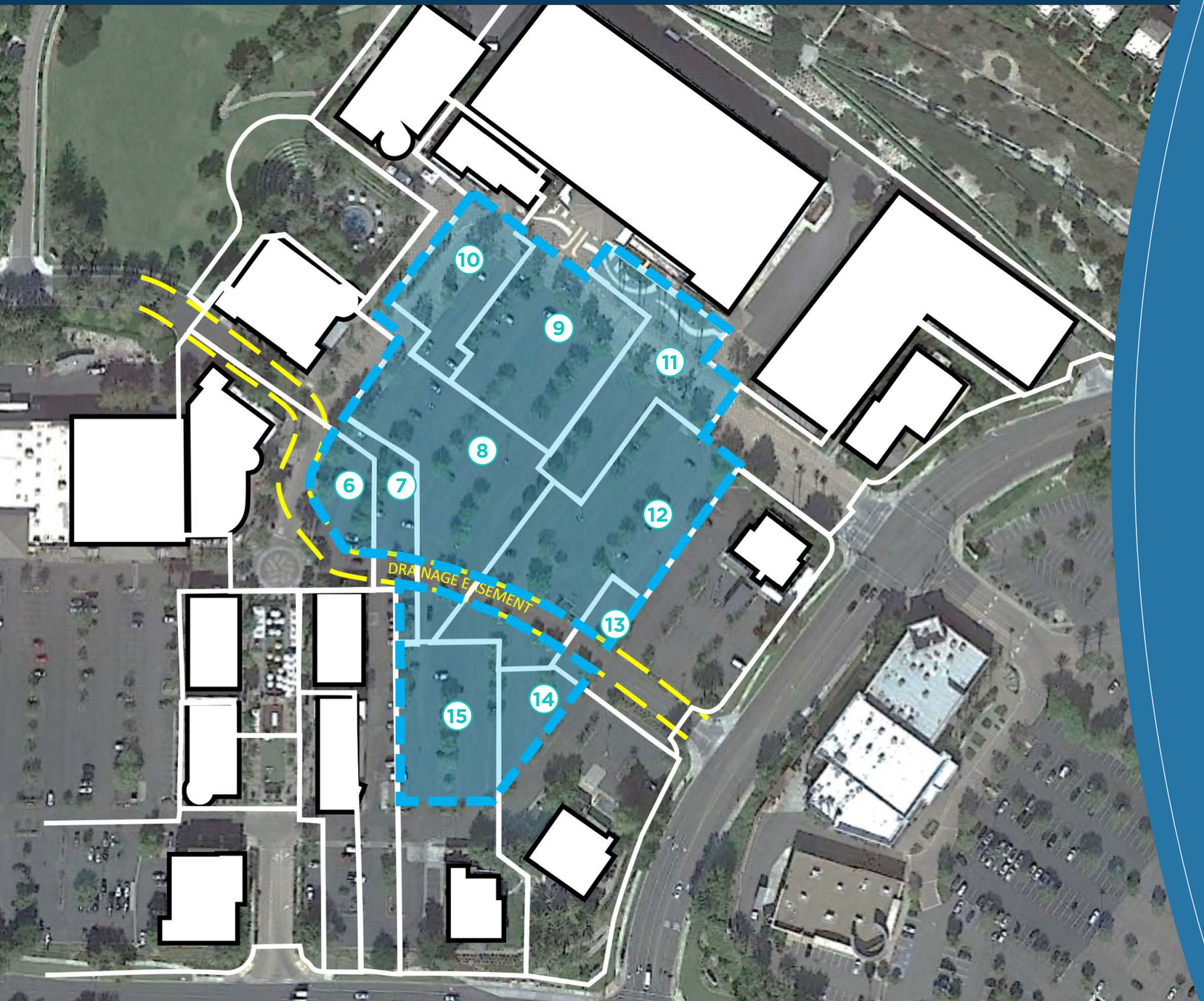






Aliso Viejo Town Center

- The Aliso Viejo Town Center project comprises a portion of the overall Town Center commercial development generally north of Barnes & Noble and south of Enterprise.
- The development would occur in the parking field and include approximately 6.5 acres of land area in two areas, one on each side of an existing drainage easement.
- The City launched an initiative to re-imagine the property in 2015 when City Council created the Town Center Vision.
- The goal of the Town Center Vision was to promote reinvestment in the property and protect its position as a vibrant, attractive, and relevant part of the community.

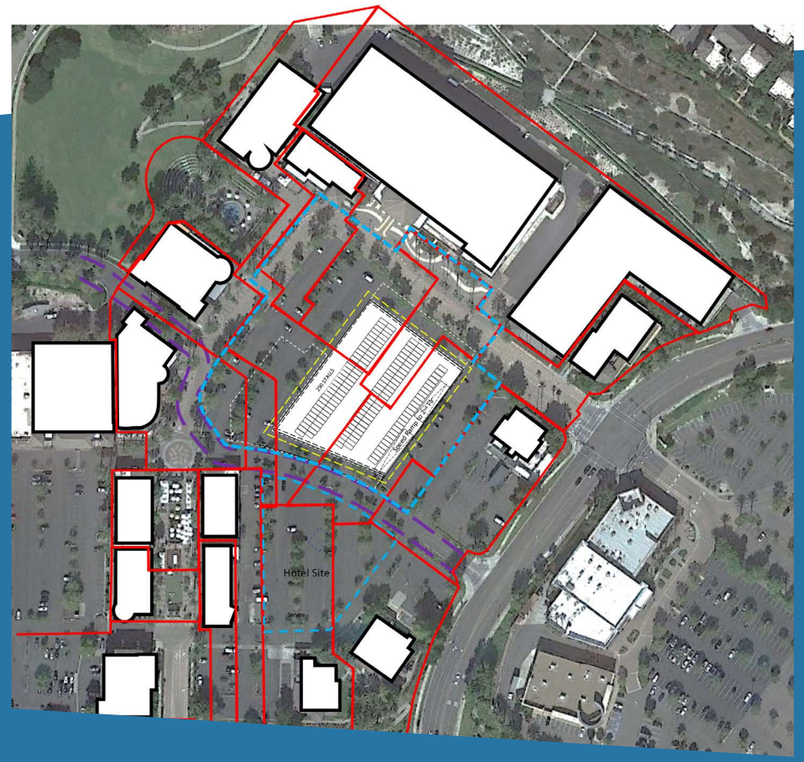


These are the existing Parcel divisions showing ownerships of the development parcel.

6. Aliso Investment No 1, LLC
7. Winkler Properties, LP
8. AVTC Partners, LP
9. EPT Aliso Viejo, Inc.
10. Aliso Investment 3, LLC
11. Aliso Viejo Park Plaza
12. Hoag Health Center
13. Teliso, LLC
14. MG LBD, LLC
15. Brinker Restaurant Corp.

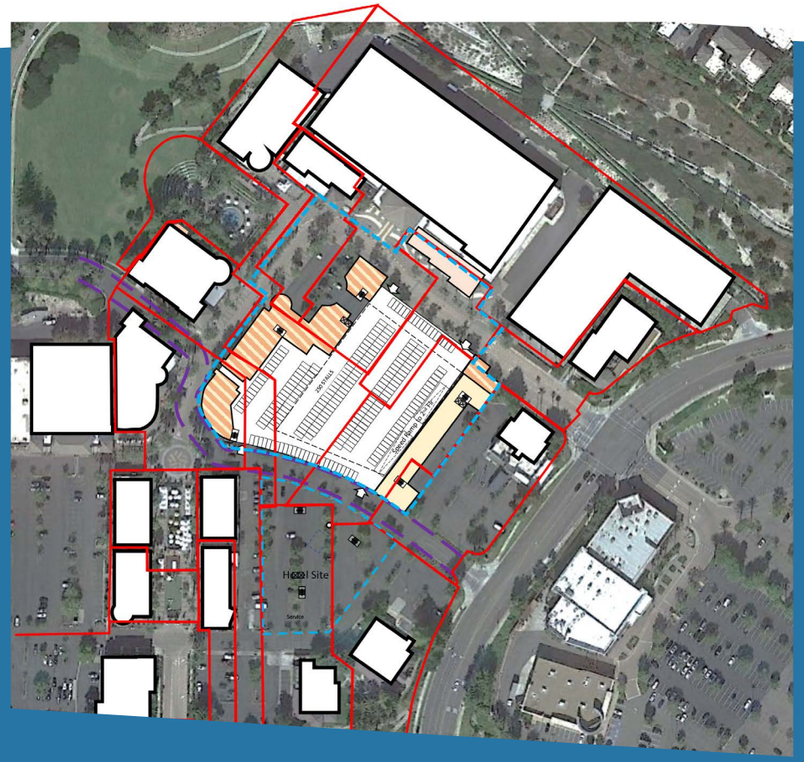
01

PHASE I
PARKING STRUCTURE



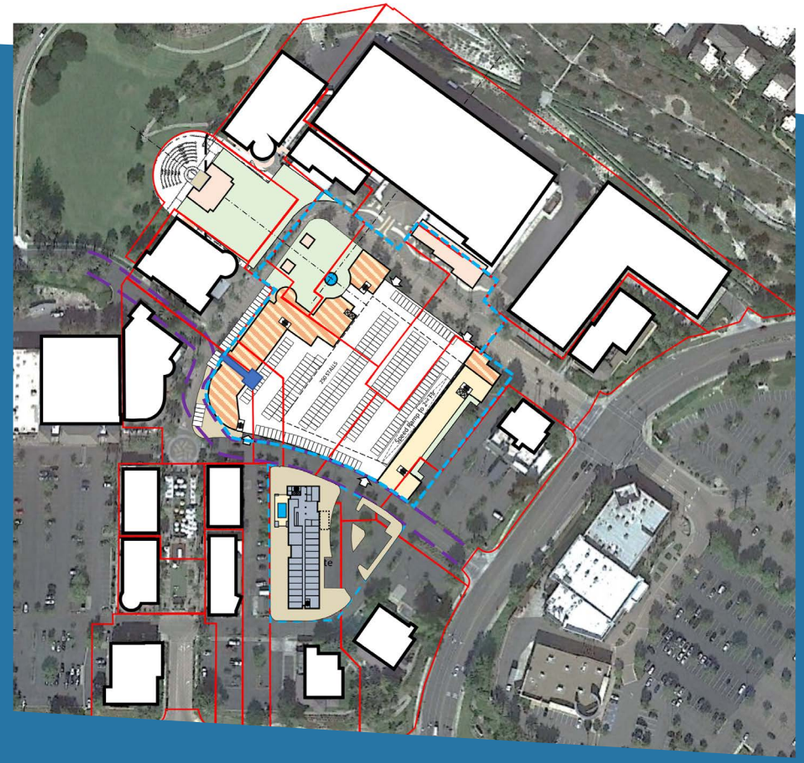
02

PHASE II
MIXED USE

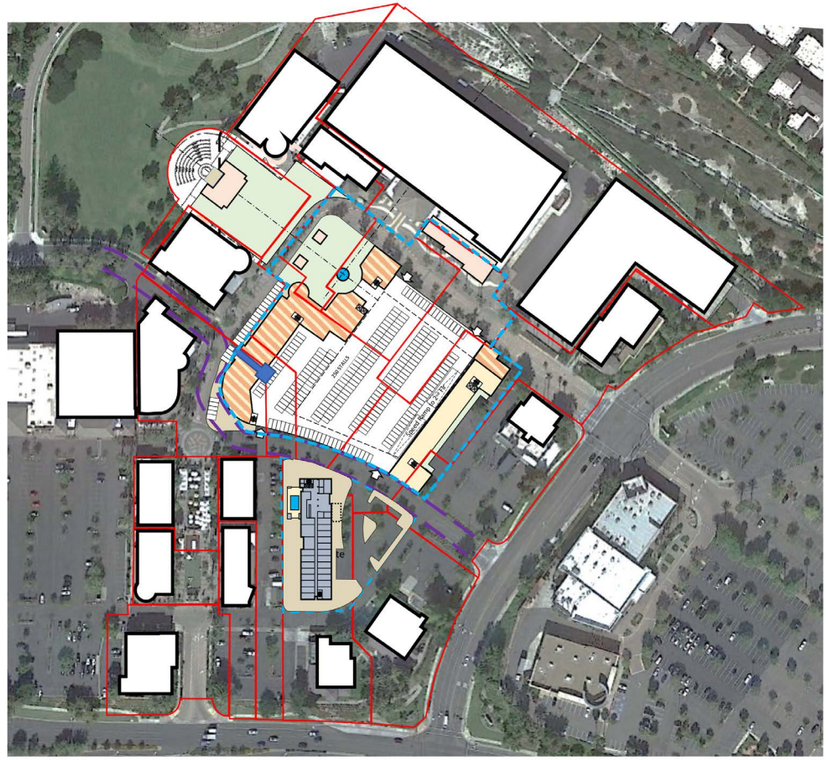


03

HOTEL AND
COMMON AREA



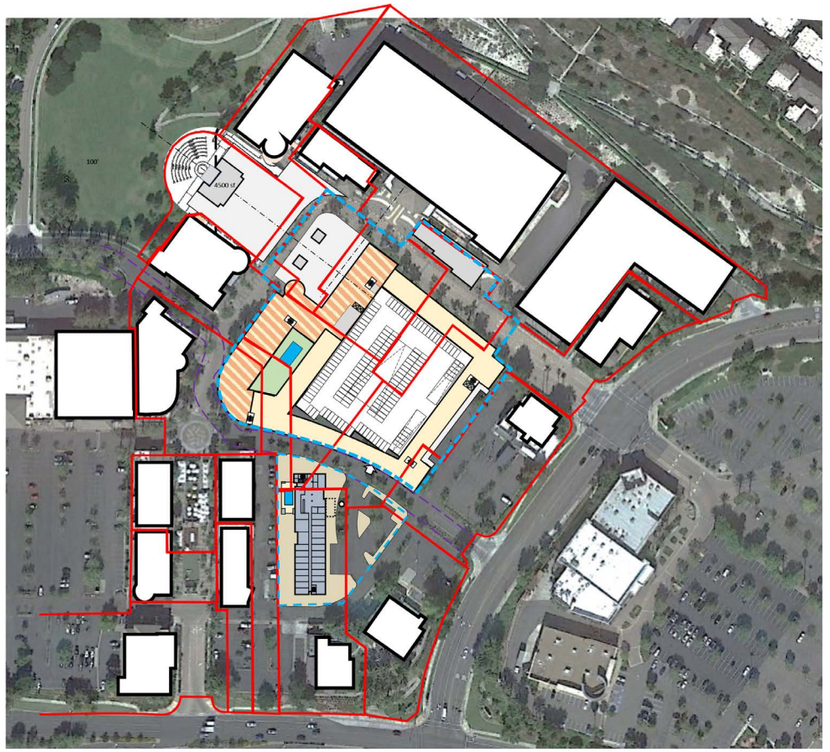
NEW DEVELOPMENT PLAN DIAGRAMS



GROUND FLOOR

LEVEL 1
100 units on 4 levels = +/- 400 units

- Mixed Use Podium + 4
- New Commercial
- Residential + 5
- Restaurant Pad
- Hotel



UPPER LEVELS

LEVELS 2-5
100 units on 4 levels = +/- 400 units

- Mixed Use Podium + 4
- New Commercial
- Residential + 5
- Restaurant Pad
- Hotel

DEVELOPMENT HIGHLIGHTS

- Up To 400 Residential Units (a 500-800+ captive residential population for the town center).
- 40,000 SF +/- of New Retail, Restaurant and Entertainment Uses.
- New Hotel 135 Rooms +/-
- New 1100 Stall Parking Structure Serving All The Uses (exclusive residential parking).
- Provide 100% Replacement Of Displaced Parking And Provide 100% Of Requirements For New Uses Under The Zoning Code.



01 Parking and Access

02 Visibility and Signs
(During and after development/construction.)

03 Tenant Sales During Development Phases

POTENTIAL BENEFITS OF A DEVELOPMENT PARTNER

01 SHARE A LARGER OVERALL PARKING SUPPLY.

- Supply is concentrated closer to commercial uses.

02 DEED RESTRICTIONS LIFTED OR MODIFIED ALLOWING ADDITIONAL DEVELOPMENT.

- Higher Density, height, lot coverage.
- Expanded permitted uses.
- Ability to right size retail spaces.
- Higher appraised land value.
- Potentially transferrable development rights.

03 CREATE TOWN CENTER AS A REGIONAL DRAW.

- More traffic
- Higher sales.
- Critical mass that would induce a wider draw

04 REDUCE CURRENT EXPENSES FOR CONTRIBUTED LAND (TAXES, INSURANCE, MAINTENANCE).

05 CONSIDERATION FOR LAND CONTRIBUTION --

ADDITIONAL POTENTIAL BENEFITS

- Strategic response to competing centers.
- Opportunity for improved, expanded, curated entertainment and retail offerings.
- Improved walkability.
- Adds a more urban vibe. Residential use adds activity, creates authenticity.
- Makes center a viable evening destination.
- Housing provides captive consumer and stakeholder and 24/7 occupancy.
- Creates opportunities for expanded events and programming.
- Investment induces further investment.

JOINT VENTURE PARTICIPATION



01 Participation in a Joint Venture to develop the project.

02 Contributed land becomes equity/ownership stake in new Joint Venture.

03 Joint Venture partners participate in the net income and value creation of the stabilzed project.



OWNERS CHECKLIST

- [x] **Owners agree to reimagine in the property and unlock latent value in alignment and partnership with City and Future developer partner.**
- [ ] **Owners select a spokesperson and engage legal representation.**
- [ ] **Owners commit to review proposed deal structure.**
- [ ] **Owners execute a binding MOU option agreement to approve REA amendments, and contribute land *subject to conditions* precedent.**
- [ ] **Owners participate with the City in the RFP and selection of a development partner for the joint venture.**
  - **Development Partner will design the project and provide the required information for entitlements.**
  - **City provides CEQA compliance, land use documentation and permitting.**
  - **Development Partner will finance and lease the project, oversee its construction and set up management structures**
- [ ] **No land contribution occurs until the project is designed, entitled, financed, permitted and shovel ready.**



THANK YOU.
QUESTIONS?

Email: bcornelius58@gmail.com

City of Aliso Viejo
AGENDA ITEM

DATE: September 6, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: PUBLIC HEARING REGARDING CONSIDERATION OF THE OPERATING COVENANT AGREEMENT WITH HUNT AND SONS, LLC, AND THE RELATED ECONOMIC SUBSIDY REPORT

Recommended Actions:

1. Open and conduct a public hearing;

2. Declare that this project is exempt from the California Environmental Quality Act CEQA) under Section 15378(b)(4) because the Covenant Agreement involves the creation of a government funding mechanism, or other fiscal activity, that does not involve any commitment to any specific project which may result in a direct or indirect physical change in the environment;

3. Adopt the Resolution approving the acceptance of the Economic Development Subsidy Report prepared pursuant to Government Code Section 53083 regarding an operating covenant agreement by and between the City of Aliso Viejo and Hunt and Sons, LLC, and approving the operating covenant agreement between the City of Aliso Viejo and Hunt and Sons, LLC and making related findings;

4. Authorize the Director of Financial Services to appropriate $880,000 to the fiscal year 2023-24 budget for subsidy payments to Hunt and Sons, LLC; and

5. Authorize the City Manager to execute all related documents.

Fiscal Impact:

The City will receive sales tax revenues generated by Hunt and Sons, LLC in the City of Aliso Viejo for a period of 15 years. The agreement would provide Hunt and Sons with a share of these revenues through an economic subsidy. The City's net revenue (sales tax revenue less subsidy payments) is projected to be between $7,575,000 and $13,200,000 over the 15-year term, or approximately $505,000 and $880,000 annually.

Background:

In 2016, City Council approved an Operating Covenant Agreement with EFuel, LLC. The agreement has provided the City with net sales tax revenue of approximately $2.5 million since inception. Hunt and Sons is an independent wholesale distributor of gasoline, diesel, and other refined petroleum products in California and provides on-site mobile fueling for diesel fueled vehicles and generators. Hunt and Sons' business operations are similar to EFuel and recently began operations within the City.

Discussion:

The City received a request from Hunt and Sons regarding the possibility of entering into an Operating Covenant Agreement with similar terms as provided to EFuel. The terms are as follows:

- Hunt & Sons will continue to operate their sales office in the City of Aliso Viejo for not less than 15 years and collect sales tax revenues on behalf of the City. The agreement can be extended for an additional 15 years, for a total of 30 years.

- Hunt and Sons will receive an amount equal to 50% of any sales tax revenues generated by Hunt and Sons and received by the City up to $800,000. Hunt and Sons will receive an amount equal to 70% of the sales tax revenues generated and received by the City above the first $800,000.

Hunt and Sons projects that between $1,150,000 and $2,400,000 in sales tax will be collected annually in the City. Based on these projections, the economic subsidy payments to Hunt and Sons will range between $645,000 and $1,520,000 annually, bringing net revenue to the City of approximately $505,000 to 880,000 annually. The table below summarizes projected sales tax revenue, subsidy payments to Hunt and Sons, and net revenue to the City on an annual basis and over the term of the agreement.

Operating Covenant Agreement Estimates	Sales Tax Range	
Annual		
Projected Sales Tax Revenue	$1,150,000	$2,400,000
Estimated Economic Development Subsidy	$645,000	$1,520,000
Estimated Net Revenue to City	$505,000	$880,000
Total 15-Year Agreement		
Projected Sales Tax Revenue	$17,250,000	$36,000,000
Estimated Economic Development Subsidy	$9,675,000	$22,800,000
Estimated Net Revenue to City	$7,575,000	$13,200,000

The Operating Covenant Agreement will bring much needed revenue to the City to bridge the operating gap forecasted for future fiscal years and allow the City to maintain essential services such as public safety, public works, community development, and recreation programs.

An estimated $880,000 will need to be appropriated to the fiscal year 2023-24 budget for the subsidy payments. These payments will be offset by the increase in sales tax revenue generated by Hunt and Sons as a result of this agreement.

Environmental:

None

Public Notice:

Pursuant to Government Code Section 6066, a notice of public hearing was published on August 17, 2023, and August 24, 2023. The agreement and economic subsidy report is also available on the City's website pursuant to Government Code Section 53083.

City Attorney:

Attorneys from Best, Best, and Krieger were involved in drafting and reviewing the Operating Covenant Agreement with Hunt and Sons.

Attachments:

1. Resolution

2. Operating Covenant Agreement with Hunt and Sons, LLC

3. Economic Development Subsidy Report

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING AN OPERATING COVENANT AGREEMENT BY AND BETWEEN THE CITY OF ALISO VIEJO AND HUNT AND SONS, LLC AND APPROVING SAID OPERATING COVENANT AGREEMENT

WHEREAS, the City of Aliso Viejo ("City") and Hunt and Sons, LLC ("Hunt and Sons") have negotiated an Operating Covenant Agreement ("Agreement") for the retention and expansion of the Hunt and Sons facility located at 65 Enterprise, Suite 425, Aliso Viejo; and

WHEREAS, pursuant to that Agreement, Hunt and Sons is committed to operating its headquarters and sales office in the City for not less than 15 years; and

WHEREAS, Hunt and Sons also covenants to, among other things, designate the City as the point of sale for certain transactions; and

WHEREAS, the City has agreed to purchase those covenants through quarterly payments equal to a certain percentage of the sales tax revenue received by the City; and

WHEREAS, based on information provided by City staff, and other such written and oral evidence as presented to the City, the City finds and determines that the allocation of funds to Hunt and Sons pursuant to the Agreement is reasonably related to a legitimate governmental purpose in that the retention and expansion of the Hunt and Sons operations will provide numerous public benefits including:

- generating substantial revenue for the City through additional local sales tax revenue which may be used by the City for the funding of necessary public services and facilities, including but not limited to, public safety services and facilities, public improvements and recreational opportunities that otherwise may not be available to the community for many years; and

- Hunt and Sons will be committed to maintaining the facility in the City of Aliso Viejo for not less than fifteen (15) years which will ensure the retention and creation jobs and provide opportunity for additional job growth throughout the term of this Agreement; and

- entering into this Agreement and retaining the facility may attract additional businesses and investment in the community due to increased services and economic activity in the area.

- Retaining this business within the City will create jobs, maintain economic diversity in the community and stimulate the economic recovery by generating new opportunities for economic growth within the region; and

WHEREAS, this Covenant Agreement assists the City in meeting General Plan Land Use Element Goals including:

LU- 1.1: Work to achieve a balance or surplus between the generation of public revenues and the cost of providing public facilities and services.

LU - 1.2: Attract a broad range of additional retail, medical, and office uses providing employment at all income levels and making a positive contribution to the City's tax base.

LU - 1.3 Attract and retain clean light industrial development (such as research and development and high technology) to improve the City's tax base and preserve high paying jobs.

LU - 3.1 Promote development of revenue generating land uses to help defray the costs of other uses demanding City services.

LU - 3.2 Actively promote Aliso Viejo as an employment center and ideal location for businesses, including national or regional headquarters, by providing and maintaining high quality services and facilities responsive to the needs of the business community.

WHEREAS, in accordance with Government Code Section 53083, the City provided certain information in written form to the public and on its website, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and held a noticed public hearing on September 6, 2023, to consider all written and oral comments on the Economic Development Subsidy Report; and

WHEREAS, pursuant to Public Resources Code Section 21067 and State CEQA Guidelines Section 15367, the City is the lead agency for purposes of the Covenant Agreement; and

WHEREAS, the City has determined that approval of the Covenant Agreement is not a "project" pursuant to State CEQA Guidelines Section 15378(b)(4) because the Covenant Agreement involves the creation of a government funding mechanism, or other fiscal activity, that does not involve any commitment to any specific project which may result in a direct or indirect physical change in the environment; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1: Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

Section 2: CEQA. The City Council hereby finds that its acceptance of the Economic Development Subsidy Report and the approval of the Covenant Agreement are not a project under State CEQA Guidelines Section 15378(b)(4). Specifically, the acceptance of the Economic Development Subsidy Report and the Covenant Agreement are fiscal activities of the City which do not involve any commitment to any specific project which may result in a potentially significant environmental impact. By way of the Covenant Agreement, Hunt and Sons would agree to maintain its facilities in Aliso Viejo and would designate Aliso Viejo as a "point of sale" such that sales tax revenues would be collected by the business. Hunt and Sons would receive an amount equal to fifty percent (50%) of any sales tax revenues generated by Hunt and Sons and received by the City up to eight hundred thousand dollars ($800,000). Hunt and Sons will receive an amount equal to seventy percent (70%) of the sale tax revenues generated by Hunt and Sons and received by the City above the first eight hundred thousand dollars ($800,000). The Covenant Agreement would allow the City to maintain an important in-town business, which generates substantial revenue for the City. Should Hunt and Sons desire to expand its business or operations in the future Hunt and Sons would be required to secure any and all governmental permits, including compliance with the California Environmental Quality Act.

Section 3: Findings. The City Council additionally finds and determines that (a) there are identifiable public purposes fulfilled by the Agreement, as set forth in the Recitals, that outweigh the benefit to private persons; and (b) the findings set forth in this Resolution are based upon substantial written and oral evidence presented to the City Council.

Section 4: Acceptance of Economic Development Subsidy Report. The City Council finds and determines that this Economic Development Subsidy Report is in compliance with applicable law and specifically Government Code Section 53083.

Section 5: Approval of Agreement. The City Council hereby approves the Operating Covenant Agreement and directs the City Manager to take all actions necessary to implement the purpose of this Agreement, including executing said Agreement.

Section 6: Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

Section 7: Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 8: Notice of Exemption. The City Council hereby directs staff to prepare, execute and file with the Orange County Clerk**-Recorder**, within five (5) working days of the adoption of this Resolution, a Notice of Exemption.

PASSED, APPROVED AND ADOPTED this 6th day of September, 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 6th day of September, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

HUNT & SONS, LLC

OPERATING COVENANT AGREEMENT

between

THE CITY OF ALISO VIEJO
a California municipal corporation,

and

HUNT & SONS
a Delaware limited liability company

RECITALS

WHEREAS, HUNT & SONS, LLC, started operations in 2023 and is an independent wholesale distributer of gasoline, diesel, and other refined petroleum products in California. HUNT & SONS's primary service includes on-site mobile fueling for diesel fueled vehicles and generators; and

WHEREAS, HUNT & SONS (hereinafter, "Owner" in accordance with Section 1.3. 10 hereof) has located HUNT & SONS Sales Office ("HSSO") (as defined below) within the City of Aliso Viejo (hereinafter, the "City" in accordance with Section 1.3.1 hereof); and

WHEREAS, Owner currently operates the company in Aliso Viejo as it serves the Owner's business purposes in that the advantageous location of the City and its business conducive environment will permit Owner to operate more efficiently and effectively, will better serve its customers, and may provide an avenue for business expansion in Southern California.

WHEREAS, the incentives provided in this Covenant Agreement are intended to assist Owner with maintaining the HSSO within the City, expanding its operations within the City, as appropriate, and remain in the City for not less than15 years; and

WHEREAS, entering into this Covenant Agreement is intended to generate substantial revenue for the City through additional Local Sales Tax Revenue which may be used by the City for the funding of necessary public services and facilities, including but not limited to, public safety services and facilities, public improvements and recreational opportunities that otherwise may not be available to the community for many years; and

WHEREAS, entering into this Covenant Agreement will also ensure the immediate creation of high paying/management jobs and provide opportunity for additional job growth throughout the term of this Agreement. It will also help the City achieve the building blocks set forth in the General Plan including taking actions that help to achieve a desirable balance of jobs and housing; improving the city tax base, maintaining an attractive urban form, and providing adequate urban services and infrastructure; and

WHEREAS, this Covenant Agreement assists the City in meeting General Plan Land Use Element Goals including:

LU- 1.1: Work to achieve a balance or surplus between the generation of public revenues and the cost of providing public facilities and services;

LU – 1.2: Attract a broad range of additional retail, medical, and office uses providing employment at all income levels and making a positive contribution to the City's tax base.

LU – 1.3 Attract and retain clean light industrial development (such as research and development and high technology) to improve the City's tax base and preserve high paying jobs.

LU – 3.1 Promote development of revenue generating land uses to help defray the costs of other uses demanding City services.

LU – 3.2 Actively promote Aliso Viejo as an employment center and ideal location for businesses, including national or regional headquarters, by providing and maintaining high quality services and facilities responsive to the needs of the business community.

WHEREAS, entering into this Covenant Agreement will further the goals adopted by the City in the 2010 Economic Development Plan including: supporting, retaining, promoting and expanding local business and promoting a business-friendly environment; and

WHEREAS, entering into this Covenant Agreement and ensuring the operation of the sales office may attract additional businesses and investment in the community due to increased services and economic activity in the area.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Owner agree as follows:

ARTICLE 1. EFFECTIVE DATE; PARTIES; DEFINITIONS

1.1 Effective Date of Covenant Agreement. This Operating Covenant Agreement ("Covenant Agreement") is dated August 1, 2023, for reference purposes only. This Covenant Agreement will not become effective until the date ("Effective Date") on which all of the following are true:

1.1.1 This Covenant Agreement has been approved and executed by the appropriate authorities of Owner, as defined herein, and delivered to the City;

1.1.2 Following all legally required notices and hearings, this Covenant Agreement has been approved by the City Council;

1.1.3 This Covenant Agreement has been executed by the appropriate authorities of the City and delivered to Owner; and

1.1.4 If all of the foregoing conditions precedent have not been satisfied by September 30, 2023, then this Covenant Agreement may not thereafter become effective and any prior signatures and approvals of the Parties will be deemed void and of no force or effect.

1.2 Parties to Covenant Agreement.

1.2.1 The City. The address of the City is 12 Journey, Suite 100, Aliso Viejo, California 92656, Attention: City Manager; telephone 949-425-2500; with copies to Scott Smith, City Attorney, 18101 Von Karman Avenue, Suite 1000, Irvine, CA 92164, Telephone: (949) 263-2600.

The City represents and warrants to Owner that, to the City's actual current knowledge:

(a) The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the laws of the State of California;

(b) The City has taken all actions required by law to approve the execution of this Covenant Agreement;

(c) The City's entry into this Covenant Agreement and/or the performance of the City's obligations under this Covenant Agreement does not violate any contract, agreement or other legal obligation of the City;

(d) The City's entry into this Covenant Agreement and/or the performance of the City's obligations under this Covenant Agreement does not constitute a violation of any state or federal statute or judicial decision to which the City is subject;

(e) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the City's obligations under this Covenant Agreement;

(f) The City has the legal right, power and authority to enter into this Covenant Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Covenant Agreement has been duly authorized and no other action by the City is requisite to the valid and binding execution, delivery and performance of this Covenant Agreement, except as otherwise expressly set forth herein; and

(g) The individual executing this Covenant Agreement is authorized to execute this Covenant Agreement on behalf of the City.

The representations and warranties set forth above are material consideration to Owner and the City acknowledges that Owner is relying upon the representations set forth above in undertaking Owner's obligations set forth in this Covenant Agreement.

As used in this Covenant Agreement, the term "City's actual current knowledge" shall mean, and shall be limited to, the actual current knowledge of the City Manager as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

All of the terms, covenants and conditions of this Covenant Agreement shall be binding on and shall inure to the benefit of the City and its nominees, successors and assigns. Wherever the term "City" is used herein, such term shall include any permitted nominee, assignee or successor of the City.

1.2.2 Owner. The address of Owner for purposes of this Covenant Agreement is HUNT & SONS, LLC; 65 Enterprise, Suite 425, Aliso Viejo, CA 92656.

Owner represents and warrants to the City that, to its actual current knowledge:

(a) Owner is a duly formed California limited liability Company, qualified and in good standing to do business under the laws of the State of California;

(b) The individual executing this Covenant Agreement is authorized to execute this Covenant Agreement on behalf of Owner;

(c) Owner has taken all actions required by law to approve the execution of this Covenant Agreement;

(d) Owner's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not violate any contract, agreement or other legal obligation of Owner;

(e) Owner's entry into this Covenant Agreement and/or the performance of its obligations under this Covenant Agreement does not constitute a violation of any state or federal statute or judicial decision to which Owner is subject;

(f) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Owner's obligations under this Covenant Agreement;

(g) Owner has the legal right, power and authority to enter into this Covenant Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Covenant Agreement have been duly authorized and no other action by Owner is requisite to the valid and binding execution, delivery and performance of this Covenant Agreement, except as otherwise expressly set forth herein; and

(h) Owner and its managerial personnel possess sufficient experience and qualifications necessary to conduct Owner's Sales Activities (hereinafter defined) as required by this Covenant Agreement.

(i) Owner also represents that this Agreement was entered into by the Parties after completion of all construction, this Agreement was not an enticement to perform any construction, and no funds from this Agreement were used to pay for any construction or improvements on the Property.

The representations and warranties set forth herein are material consideration to the City and Owner acknowledges that the City is relying upon the representations set forth above in undertaking the City's obligations set forth above.

All of the terms, covenants and conditions of this Covenant Agreement shall be binding on and shall inure to the benefit of Owner and its permitted nominees, successors and assigns. Wherever the term "Owner" is used herein, such term shall include any permitted nominee, assignee or successor of Owner.

The qualifications and identity of Owner are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Covenant

Agreement with Owner. No voluntary or involuntary successor-in-interest of Owner shall acquire any rights or powers under this Covenant Agreement except as expressly set forth herein.

1.2.3 The City and Owner are sometimes individually referred to as "Party" and collectively as "Parties."

1.2.4 Owner has investigated and believes in good faith that this Covenant Agreement is not subject to California Government Code Section 53084.5 because the Agreement will not result in a reduction in the amount of revenue under the Bradley-Burns Uniform Local Sales and Use Tax Law that would be received by another local agency where Owner will be maintaining a physical presence within the territorial jurisdiction of another local agency that might experience a reduction. Owner represents that Owner has only filed quarterly Sales Tax reports with the BOE reflecting Aliso Viejo as the point of sale for purposes of Sales Tax allocation.

1.3 Definitions.

1.3.1 "City" means the City of Aliso Viejo, a California municipal corporation, and any nominee, assignee of, or successor to, its rights, powers and responsibilities.

1.3.2 "Computation Quarter" means each calendar quarter beginning on January 1, April 1, July 1, or October 1, as applicable, and ending on the succeeding March 31, June 30, September 30, or December 31, as applicable. The first Computation Quarter within the Eligibility Period shall commence on July 1, 2023 and is referred to herein as "Computation Quarter 1," with each succeeding Computation Quarter within the Eligibility Period being consecutively numbered, concluding with Computation Quarter 60.

1.3.3 "Covenant Payment(s)" means those contingent payments to be made by the City to the Owner pursuant to Section 3.2 of this Covenant Agreement for the purchase of the Covenants and Owner's timely and faithful performance thereunder.

1.3.4 "Covenant Term" means, a period of no less than 15 years following the Effective Date (unless terminated sooner or extended pursuant to specific provisions of this Covenant Agreement). The Covenant Term may be unilaterally extended by Owner for an additional 15 years period provided that:

(a) Owner is not in breach of the Covenants in this Covenant Agreement; and

(b) Owner provides City with written notice of Owner's intent to extend the term not less than ninety (90) days prior to the expiration of the original Covenant Term.

1.3.5 "Covenants" means those six (6) covenants described in Section 3.1 herein.

1.3.6 "Eligibility Period" means the period commencing as of the first (1st) day of Computation Quarter 1 and ending the last day of Computation Quarter 60 (i.e., June 30,

2038) or the last day of Computation Quarter 120 (i.e., June 30, 2053) if the Covenant Term is extended as provided in Section 1.3.4.

1.3.7 "HSSO means the legal entity that maintains corporate sales and administrative functions within the City of Aliso Viejo from which sales, including all internet, telephonic, and direct taxable Aliso Viejo Sales to California customers are conducted. Such functions may be operated from one or more physical locations within the City and carried out by any full-time, secondment, or contractor personnel of Owner.

1.3.8 "Liquidated Damages" means, for purposes of Section 3.6, as follows:

(a) If the breach occurs during Computation Quarters 1 through 8, an amount equal to the previous two (2) Computation Quarter Covenant Payments paid to Owner at any time prior to the Computation Quarter in which the breach occurs.

1.3.8 "Owner" means and refers to Hunt & Sons, LLC, a Delaware limited liability company, and its successors and assigns, cumulatively.

1.3.9 "Owner's Sales Activities" means the commercially reasonable business practices and activities associated with retail and wholesale sale of fuel through Owner's mobile on-site fueling system throughout California.

1.3.10 "Penalty Assessments" means and refers to penalties, assessments, collection costs and other costs, fees or charges resulting from late or underpaid payments of Sales Tax and which are levied, assessed or otherwise collected from Owner.

1.3.11 "**Petroleum Business**" refers to the operation by Owner in the City of a sales office selling petroleum products, and services and products ancillary to the sale of those products, as it relates to Owner's cardlock system or other future operations that generate Sales Tax revenue.

1.3.12 "Property" means that certain real property commonly known as (to be determined), or any other property within the City of Aliso Viejo to which Owner may elect to relocate the HSSO during the term of this Covenant Agreement.

1.3.13 "**Required Operations**" shall collectively refer to the following on and with respect to Owner conducting its Petroleum Business in the City: (i) Owner retaining and continuing to own or lease sufficient facilities in the City to allow the Petroleum Business to be conducted; (ii) Owner's operation of the Petroleum Business within the corporate boundaries of the City; and (iii) Owner not transferring or otherwise relocating the retail sales operation or the point of sale as reported to the BOE for the Petroleum Business to another facility or location outside of the City.

1.3.14 "Sales Tax(es)" means that portion of taxes that is allocated, paid to, and actually received by City from the imposition of the Bradley-Burns Uniform Sales and Use Tax law (commencing with Section 7200 of the California Revenue and Taxation Code), or any successor law thereto, arising from all taxable sales transactions, occurring from Required Operations conducted by Owner within the City during the Eligibility Period. "Sales Tax" shall

not include sales tax revenues that are provided to a city based upon a special election or are limited to be used for a specified governmental function or functions.

1.3.15 "Sales Tax Law" means and refers to: (a) California Revenue and Taxation Code Section 7200 et seq., and any successor law thereto; (b) any legislation allowing City or other public agency with jurisdiction in City to levy any form of local Sales Tax on the operations of Owner; and (c) regulations of the California State Board of Equalization ("BOE") and other binding rulings and interpretations relating to (a) and (b) of this Section 1.3.16.

1.3.16 "Sales Tax Revenues" means the net Sales Tax actually received by the City from the BOE pursuant to the application of the Sales Tax Law (as such statutes may hereafter be amended, substituted, replaced, re-numbered, moved or modified by any successor law) attributable to the HSSO in a particular Computation Quarter. Sales Tax Revenues shall not include: (i) Penalty Assessments; (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of Orange, or a district or any entity (including an allocation to a statewide or countywide pool) other than City; (iii) any administrative fee charged by the BOE; (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except City's) law, rule or regulation; (v) any Sales Tax attributable to any transaction not consummated within the Eligibility Period; or (vi) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City's general fund.

1.3.17 "**Taxable Aliso Viejo Sales**" means, to the extent legally allowable, Owner's taxable sales transactions to California customers, including, but not limited to, sales through an internet website or phone sales, that result from Owner's Sales Activities to addresses located in California.

1.3.18 "**Termination Date**" shall mean June 30, 2038, subject to extension or earlier termination of the Eligibility Period as set forth in this Agreement.

ARTICLE 2. ADDITIONAL RECITALS

2.1 The previously stated Recitals are incorporated herein and made a part hereof as though fully set forth.

2.2 The City has determined that the long-term operation of the HSSO will result in substantial benefits to the City, and its citizens including, without limitation, the creation of new employment opportunities, property tax revenues, sales tax revenues and other ancillary benefits. Accordingly, the City has also determined that its entry into this Covenant Agreement and its purchase of the Covenants serve a significant public purpose, while providing only incidental benefits to a private party.

ARTICLE 3. COVENANTS RUNNING WITH THE LAND; COVENANT PAYMENTS; REMEDIES FOR BREACH.

3.1 Covenants Running with the Land.

3.1.1 Operating and Use Covenant. Owner covenants and agrees that for the Covenant Term Owner shall operate, or cause to be operated upon the Property, the HSSO in a commercially reasonable business manner, consistent with all applicable provisions of federal, state and local laws and regulations. Owner covenants and agrees that for the Covenant Term, Owner shall operate the HSSO in the City as Owner's only sales office in California for the Petroleum Business and all product shall be sold from the HSSO and shipped FOB Destination.

3.1.2 Covenant to Designate City as Point of Sale. Owner covenants and agrees that, for the Covenant Term, Owner shall maintain such licenses and permits as may be required by any governmental agency to conduct Owner's Sales Activities related to the HSSO and the Petroleum Business in California. Except as otherwise provided by applicable Law, Owner shall use commercially reasonable efforts to designate City as a "point of sale" and consummate at the HSSO all Taxable Aliso Viejo Sales and the Owner shall identify the City as such in its reports to the BOE in accordance with the Bradley-Burns Uniform Local Sales and Use Tax Law (Revenue and Taxation Code 7200, et seq.), as it may be amended or substituted. Owner shall use commercially reasonable efforts to facilitate applicable product sales to California residents from the HSSO. The Owner shall consummate all Taxable Aliso Viejo Sales transactions for Owner's Sales Activities at the HSSO, consistent with all applicable statutory and BOE regulatory requirements applicable to Owner's Sales Activities and the designation of the City as the "point of sale" for all such Taxable Aliso Viejo Sales.

3.1.3 Owner's Additional Obligations Regarding Repairs and Alterations to Headquarters. Owner covenants and agrees that, for the Covenant Term, the Owner shall maintain, or cause to be maintained, the HSSO in good condition, ordinary wear and tear excepted, and free from the accumulation of trash or other debris and agrees to promptly remove, or cause the removal of, all graffiti upon the HSSO. It is anticipated that Owner will be leasing the Property for the operation of the HSSO, however, if Owner, during the Covenant Term, relocates to another property or acquires the Property from which the HSSO will be located, Owner shall also maintain or cause to be maintained the landscaping upon the Property in first class condition.

3.1.4 Covenant Against Solicitation and Acceptance of Economic Incentives During the Term of the Operating Use Covenant. Owner covenants and agrees that, for the Covenant Term, Owner will not directly or indirectly solicit or accept any "Financial Assistance" from any other public or private person or entity, if such Financial Assistance is given for the express or implied purpose of causing or would result in Owner's breach of any of the Covenants. For purposes of this Section 3.1.4 the term "Financial Assistance" means any direct or indirect payment, subsidy, rebate, or other similar or dissimilar monetary or non-monetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, public financings, property or sales tax relief, rebates, exemptions or credits, relief from public improvement obligations, and payment for public improvements to or for the benefit of Owner.

3.1.5 Use of Property. Owner covenants and agrees that the Property shall be put to no use other than those uses specified in the City's General Plan, the Specific Plan, zoning ordinances, and this Covenant Agreement as the same may be amended from time to time.

Nothing in this Section 3.1.5 shall limit, expand, modify or otherwise affect any right of the Owner to continue any legal nonconforming use upon the Property following changes in the City's General Plan or zoning ordinances.

3.1.6 Jobs Creation and Operational Agreement. Owner agrees that as of the Effective Date of this Agreement the establishment of the HSSO shall result in the creation of not less than one job in the City and Owner shall use its commercially reasonably efforts to expand the workforce at the Property each year of the Covenant Term. Owner also covenants and agrees that, to the extent Owner holds sales team meetings for sales employees in California, those sales team meetings shall be held in the City. Owner covenants and agrees that local sales staff shall be assigned to work from the HSSO.

3.2 Covenant Payments.

3.2.1 Statement of Intent. The City's obligations under this Section 3.2 are contingent on a Computation Quarter-to-Quarter basis and, for each Computation Quarter, City's obligations to make any payments hereunder are expressly contingent upon the Owner having, for the entirety of such Computation Quarter, completely fulfilled its material obligations under this Covenant Agreement, including, without limitation, the Covenants. Should such condition precedent not be satisfied for each Computation Quarter, then City shall have no obligation under this Section 3.2 to make any Covenant Payments to Owner in such Computation Quarter.

3.2.2 Covenant Payments. The consideration to be paid to the Owner in exchange for the Covenants and Owner's performance of its obligations set forth in this Covenant Agreement, and subject to satisfaction of all conditions precedent thereto, shall consist of City's payment to the Owner for each Computation Quarter during the Eligibility Period that the City receives Sales Tax Revenue, an amount equal to the sum of fifty percent (50%) of the Sales Tax Revenues attributable to annual taxable sales for the fiscal year which includes such Computation Quarter up to eight hundred thousand dollars ($800,000) as determined on a cumulative basis for such fiscal year, and seventy percent (70%) of the Sales Tax Revenues attributable to annual taxable sales for the fiscal year which includes such Computation Quarter over eight hundred thousand dollars ($800,000), as determined on a cumulative basis for such fiscal year ending June 30.

3.2.3 Computation Quarter Covenant Payments. Within thirty (30) days from the date Owner is required by California law to file its quarterly reports to BOE, Owner shall submit to City a copy of the quarterly report sent to the BOE which sets forth the amount of sales taxes paid to the BOE during the Computation Quarter arising from Owner's Sales Activities conducted at the HSSO. The Covenant Payment shall be calculated using the actual net amount of Sales Tax directly received by the City from the BOE during that Quarter. Within thirty days (30) days following receipt of the Sales Tax attributable to sales from the Petroleum Business, the City shall pay to Owner any Computation Quarter Covenant Payment due for such Computation Quarter.

3.2.4 Adjustments to Covenant Payment Amounts. If after City makes a Covenant Payment to Owner hereunder City or Owner determines that the Covenant Payment has been overpaid or underpaid and that an adjustment to a prior payment amount is warranted,

City or Owner, as the case may be, shall have the right to provide a written notice to the other Party itemizing the information supporting the adjustment and either (a) requiring the City or Owner to pay the amount of the underpayment or overpayment, as applicable, within thirty (30) days from the date such notice is delivered or (b) deduct the amount of the overpayment from the next Covenant Payment otherwise owing to Owner. The Parties shall cooperate with one another and share such information as may be reasonably required to ensure that any required adjustments (either an additional payment to Owner or a refund or credit to City) can be promptly made. If the Party receiving the notice disagrees with the request for adjustment, the Parties shall meet in good faith to resolve any dispute.

3.2.5 BOE Determination of Improperly Allocated Local Sales Tax Revenues. If, at any time during or after the Eligibility Period of this Covenant Agreement, the BOE determines that all or any portion of the Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if the BOE requires repayment of, offsets against future sales tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Sales Tax Revenues, then Owner shall, within thirty (30) calendar days after written demand from the City, repay all Covenant Payments (or applicable portions thereof) theretofore paid to Owner which are attributable to such repaid, offset or recaptured Sales Tax Revenues. If Owner fails to make such repayment within thirty (30) calendar days after the City's written demand, then the City may deduct any amount required to be repaid by Owner under this Section 3.2.6 from any future Covenant Payments otherwise payable to Owner under this Covenant Agreement. This Section 3.2.6 shall survive the expiration or termination of this Covenant Agreement. The City will, within five (5) business days, contact Owner regarding any communication from the BOE pertaining to tax allocations associated with Owner's business. The City and Owner agree that, should the BOE question the correctness of the allocation or otherwise determine that there has been an improper allocation to the City, the City and Owner may engage their own legal counsel to use his or her best efforts to defend such allocation in all BOE administrative proceedings. For purposes of this paragraph, administrative proceedings include all BOE meetings, conferences and appeals before BOE. Owner shall reasonably cooperate with the City and its attorney. Additionally, Owner shall have the right, but not the obligation, to participate in any such administrative proceedings and may engage its own legal counsel or consultant, at its own cost.

3.2.6 Not a Pledge of Sales Tax. Owner acknowledges that the City is not making a pledge of Sales Tax Revenues, or any other particular source of funds; the definition of Sales Tax Revenues, as used herein, is used merely as a measure of the amount payment due hereunder and as means of computing the City's payment in consideration for the Covenants. It is acknowledged by Owner that the City's obligation to make payments is specifically contingent upon receipt by the City of the Sales Tax Revenues derived from operation of the HSSO.

3.2.7 Disclosure of Payments. Owner agrees that the Covenant Payments and the amounts thereof do not constitute a violation of Revenue and Taxation Code Section 7056 or any other provision of law pertaining to the disclosure of sales tax information, shall be a matter of public record, may be disclosed to any person, and may be included on the City's warrant register. Owner waives any law that is contrary to any of the agreements in this section.

3.3 Default.

3.3.1 Owner Default. City shall provide Owner with written notice of Owner's failure ("Owner Default") to perform any material provision of this Covenant Agreement, including, without limitation, the Covenants. Owner shall have thirty (30) days from the date of such notice to either cure such Owner Default, or, if such Owner Default cannot be reasonably cured during such thirty (30) day period, to commence to cure within said thirty (30) day period and diligently prosecute such cure to completion thereafter.

3.3.2 City Default. Owner shall provide City with written notice of City's failure ("City Default") to perform any material provision of this Covenant Agreement. City shall have thirty (30) days from the date of such notice to either cure such City Default, or, if such City Default cannot be reasonably cured during such thirty (30) day period, to commence to cure within said thirty (30) day period and diligently prosecute such cure to completion thereafter.

3.4 General Remedies for Default. Except as provided in Section 3.6, upon either a City or an Owner Default (as defined in Section 3.3), Owner or City (as applicable) shall have the right to seek all available legal and equitable remedies, unless otherwise expressly provided to the contrary herein. Unless prohibited by law or otherwise provided by a specific term of this Covenant Agreement, the rights and remedies of the City and the Owner under this Covenant Agreement are nonexclusive and all remedies hereunder may be exercised individually or cumulatively, and each Party may simultaneously pursue inconsistent and/or alternative remedies. Notwithstanding the foregoing, in addition to specific provisions of this Covenant Agreement, performance by either Party hereunder shall not be deemed to be in Default where delays or Defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority litigation; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other Party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of a City shall not excuse performance by that City); or any other causes beyond the reasonable control or without the fault of the Party claiming an extension of time to perform.

3.5 Termination Either Party may, upon the Default of the other Party and in addition to pursuing all remedies otherwise available to it, terminate this Covenant Agreement and all of its obligations hereunder without cost, expense or liability to itself. The Covenant Agreement shall automatically terminate at the end of the Eligibility Period.

3.6 Liquidated Damages.

3.6.1 Owner Default With Respect to Obligations Under Sections 3.1.1 and 3.1.2. The Parties acknowledge that the consideration to the City for its entry into this Covenant Agreement and the performance of its obligations hereunder include the City's receipt of Sales Tax Revenues, employment and other payroll taxes, property taxes, and other direct and indirect financial and non-financial benefits arising from the operation of the Owner's Sales Activities and the location of the HSSO in the City in accordance with Article 3 of this Covenant Agreement. Owner agrees that the City will suffer damages if Owner commits any Owner Default with respect to any of its obligations arising under Sections 3.1.1 and 3.1.2. The Parties

agree that the exact determination of such damages would be impracticable and extremely difficult to quantify. Accordingly, the Parties have determined that Liquidated Damages (as determined pursuant to Section 1.3.8) represents a reasonable estimate of the damages which would be suffered by the City if Owner commits any Owner Default with respect to any of its obligations set forth in Sections 3.1.1 and 3.1.2. Accordingly, as its sole and exclusive monetary remedy for an Owner Default with respect to any of its covenants and obligations set forth in Sections 3.1.1 and 3.1.2, the City shall be entitled to (1) terminate this Covenant Agreement and the entirety of its obligations hereunder, including any accrued and unpaid Covenant Payments, and (2) receive from Owner the applicable amount of Liquidated Damages as provided by Section 1.3.8.

3.6.2 ACKNOWLEDGEMENT OF REASONABLENESS OF LIQUIDATED DAMAGES. UPON AN OWNER DEFAULT WITH RESPECT TO ANY OF ITS OBLIGATIONS SET FORTH IN SECTIONS 3.1.1 AND 3.1.2, FOLLOWING NOTICE AND OPPORTUNITY TO CURE PURSUANT TO SECTION 3.3.1, THE CITY AND OWNER ACKNOWLEDGE AND AGREE THAT IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE CITY WITH RESPECT TO SUCH DEFAULT. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE CITY WOULD SUFFER, THE PARTIES AGREE THAT THE LIQUIDATED DAMAGES AMOUNT AS DETERMINED IN ACCORDANCE WITH SECTION 1.3.8 REPRESENTS A REASONABLE ESTIMATION OF THOSE DAMAGES. THEREFORE, UPON AN OWNER DEFAULT WITH RESPECT TO ANY OF ITS OBLIGATIONS SET FORTH IN SECTIONS 3.1.1 AND 3.1.2, AS ITS SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT, THE CITY SHALL BE ENTITLED TO (1) RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT CALCULATED IN ACCORDANCE WITH SUBSECTION 1.3.8, WHICH OWNER SHALL PAY WITHIN TEN (10) DAYS FOLLOWING WRITTEN DEMAND FROM THE CITY, AND (2) TERMINATE THIS AGREEMENT AND THE ENTIRETY OF ITS OBLIGATIONS HEREUNDER, INCLUDING ANY ACCRUED BUT YET UNPAID COVENANT PAYMENTS.

_____	_____
Initials of Authorized City Representative	Initials of Authorized Owner Representative

ARTICLE 4. GENERAL TERMS

4.1 Tax Consequences. Owner acknowledges that it may experience tax consequences as a result of its receipt of the payments provided for in this Covenant Agreement and agrees that it shall bear any and all responsibility, liability, costs, and expenses connected in any way therewith.

4.2 Rights Not Granted Under Covenant Agreement. This Covenant Agreement is not, and shall not be construed to be, a Development Agreement under Government Code Section 65864 et seq. This Covenant Agreement is not, and shall not be construed to be, an approval or an agreement to issue permits or a granting of any right or entitlement by the City

concerning the HSSO, Owner's Sales Activities or any other project, development, or construction by the Owner in the City. This Covenant Agreement does not, and shall not be construed to, exempt Owner from the application and/or exercise of the City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety, and welfare of its citizenry.

4.3 Consent. Whenever consent or approval of any party is required under this Covenant Agreement, that party shall not unreasonably withhold, delay or condition such consent or approval unless otherwise allowed by a specific provision of this Covenant Agreement.

4.4 Notices and Demands. All notices or other communications required or permitted between the City and Owner under this Covenant Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by telecopier, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express), addressed to the Parties at the addresses provided in Article 1, subject to the right of either party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the second business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by telecopier or courier service (e.g., Federal Express), shall be deemed given upon receipt of the same by the party to whom the notice is given.

4.5 Nonliability of the City or City Officials and Employees. No board member, official, contractor, consultant, attorney or employee of the City shall be personally liable to Owner, any voluntary or involuntary successors or assignees, or any lender or other party holding an interest in the Property, in the event of any default or breach by the City, or for any amount which may become due to the Owner or to its successors or assignees, or on any obligations arising under this Covenant Agreement.

4.6 Nonliability of the Owner or Owner's Officials and Employees. No board member, official, contractor, consultant, attorney or employee of Owner shall be personally liable to the City, any voluntary or involuntary successors or assignees in the event of any default or breach by Owner, or for any amount which may become due to the City or to its successors or assignees, or on any obligations arising under this Covenant Agreement.

4.7 Conflict of Interests. No board member, official, contractor, consultant, attorney or employee of the City or City shall have any personal interest, direct or indirect, in this Covenant Agreement nor shall any such board member, official or employee participate in any decision relating to this Covenant Agreement which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

4.8 Pledge or Hypothecation of Covenant Payments. Owner may assign any Covenant Payment(s) due in accordance with the terms of this Covenant Agreement (but not any other right or obligation of this Covenant Agreement) upon thirty (30) days' prior written notice to City as collateral for any loan or financing obtained by the Owner in connection with the

HSSO; provided that nothing in this Section 4.7 shall be deemed to limit the operation of Section 4.16. Without limiting the general applicability of the foregoing, Owner acknowledges that Owner's lender and any transferee of Owner's lender shall be subject to the transfer restrictions of Section 4.15.

4.9 Entire Agreement; Good Faith Negotiations. This Covenant Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes any previous agreements between the Parties concerning the subject matter of this Covenant Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Covenant Agreement shall be deemed to exist or to bind any of the parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Covenant Agreement.

The Parties acknowledge that this Covenant Agreement is the product of mutual arms-length negotiations and that each party has been, or has had the opportunity to have been, represented by legal counsel in the negotiation and drafting of this Covenant Agreement. Accordingly, the rule of judicial construction which provides that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Covenant Agreement.

4.10 Time Deadlines Critical; Extensions and Delays; No Excuse Due to Economic Changes. Time is of the essence in the performance of the City's and Owner's obligations under this Covenant Agreement. In addition to specific provisions of this Covenant Agreement providing for extensions of time, times for performance hereunder shall be extended where delays or defaults are due to war; insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God or of third parties; third party litigation; acts of a public enemy; referenda; acts of governmental authorities (except that the failure of the City to act as required hereunder shall not excuse its performance); moratoria; epidemics; quarantine restrictions; and freight embargoes (collectively, "Enforced Delays") provided, however, that the Party claiming the extension notify the other Party of the nature of the matter causing the default; and, provided further, that the extension of time shall be only for the period of the Enforced Delays. However, deadlines for performance may not be extended as provided above due to any inability of the Owner to obtain or maintain acceptable financing for the operation of the HSSO.

ANYTHING IN THIS COVENANT AGREEMENT TO THE CONTRARY NOTWITHSTANDING, OWNER AND CITY, AND EACH OF THEM, EXPRESSLY ASSUMES THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES AND/OR MARKET DEMAND/CONDITIONS AND WAIVES, TO THE GREATEST LEGAL EXTENT, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, FRUSTRATION OF PURPOSE, CHANGED ECONOMIC CIRCUMSTANCES OR SIMILAR THEORIES.

OWNER AND CITY, AND EACH OF THEM, EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE OWNER SPECIFICALLY, OR OF THE CITY SPECIFICALLY, OR THE ECONOMY GENERALLY, OR CHANGES IN THE MARKET CONDITIONS OR DEMANDS,

SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS COVENANT AGREEMENT. OWNER AND CITY, AND EACH OF THEM, EXPRESSLY ASSUMES THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF OWNER'S EXECUTION OF THIS COVENANT AGREEMENT.

OWNER'S INITIALS _____ CITY'S INITIALS _____

4.11 Attorneys' Fees. In the event of the bringing of an arbitration, action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Covenant Agreement or any other dispute between the Parties concerning this Covenant Agreement or the Property, then, in that event, the prevailing party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover of and from the other Party all costs, expenses and disbursements of suit or claim, including actual attorneys' fees and expert witness' fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of costs, expenses and disbursements of suit or claim, including actual attorneys' fees and expert witness' fees (collectively, the "Costs") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 4.10, "Costs" shall include, without implied limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination, (iv) discovery; and (v) bankruptcy litigation. This Section 4.10 shall survive any termination of this Covenant Agreement.

4.12 Amendments to This Covenant Agreement. Any amendments to this Covenant Agreement must be in writing and signed by the appropriate authorities of both the City and Owner. The City Manager is authorized on behalf of the City to approve and execute minor amendments to this Covenant Agreement, including, but not limited to, the granting of extensions of time to Owner, not to exceed ninety (90) days in the aggregate.

4.13 Jurisdiction and Venue. Any legal action or proceeding concerning this Covenant Agreement shall be filed and prosecuted in any federal or state court located in jurisdiction of the United States District Court, Central District of California. Both Parties hereto irrevocably consent to the personal jurisdiction of such a court. Owner acknowledges that the provisions of this Section 4.12 are material consideration to the City for its entry into this Covenant Agreement, in that the City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

4.14 Counterpart Originals; Integration. This Covenant Agreement 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. This Covenant Agreement and any exhibits represent the entire understanding of the Parties and supersedes all negotiations, letters

of intent, memoranda of understanding or previous agreements between the parties with respect to all or any part of the subject matter hereof.

4.15 No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

4.16 Successors and Assigns. The terms, covenants and conditions of this Covenant Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Except as provided in this Section 4.16, Owner shall neither transfer nor convey Owner's interest in the Covenant Agreement or any of Owner's rights hereunder, without the express written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. In determining whether to approve of a sale, transfer, conveyance or assignment of the Owner's interest in the HSSO, the City shall evaluate: (i) the financial ability and fitness of the proposed transferee to own and operate the HSSO or portion so transferred, and to meet the Owner's obligations under this Covenant Agreement; (ii) whether Owner's operations in the City would be materially impacted; and (iii) the ability of the proposed transferee to generate a similar fiscal return to the City. Upon the permitted sale, transfer or conveyance by Owner of its interest therein, such Owner shall thereupon be relieved of its obligations under this Covenant Agreement from and after the date of sale, transfer or conveyance except with respect to any defaults in the performance of its obligations hereunder or thereunder which occurred prior to such sale, transfer or conveyance, and the transferee shall thereafter be solely responsible for the performance of all of the duties and obligations of Owner under this Covenant Agreement. In the event that Owner or the Owner's assets that generate Owner's Sales Activities are acquired by another business entity, and as a result of such acquisition the City cannot legally serve as the point of sale for all or a portion of the Owner's Sales Activities, such acquisition shall not be deemed a breach of this Covenant Agreement but either party may terminate this Covenant Agreement.

4.17 No Third Party Beneficiaries. The performance of the respective obligations of the City and Owner under this Covenant Agreement are not intended to benefit any party other than the City or Owner, except as expressly provided otherwise herein. No person or entity not a signatory to this Covenant Agreement shall have any rights or causes of action against any party to this Covenant Agreement as a result of that party's performance or non-performance under this Covenant Agreement, except as expressly provided otherwise herein.

4.18 No Effect on Eminent Domain Authority. Nothing in this Covenant Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever the City's eminent domain powers with respect to the Property, the HSSO, or any other property owned by HSSO; provided however, that nothing in this Covenant Agreement shall relieve the City or any other governmental entity from its obligation to compensate Owner for any loss arising from such exercise of eminent domain powers, including without limitation, compensation for the Owner's loss of rights or benefits hereunder.

4.19 Warranty Against Payment of Consideration for Covenant Agreement. Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Covenant Agreement. Third parties, for the purposes of this Section 4.18, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Owner.

4.20 Severability. The City and Owner declare that the provisions of this Covenant Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Covenant Agreement and the remainder of the Covenant Agreement enforced in accordance with its terms.

4.21 Further Acts and Releases. The City and Owner each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

4.22 Estoppels. At the request of Owner or any holder of a mortgage or deed of trust secured by all or any portion of the Property, the City shall promptly execute and deliver to Owner or such holder a written statement of the City as to any of the following matters as to which Owner or such holder may inquire: (i) that no default or breach exists, or would exist with the passage of time, or giving of notice, or both, by Owner pursuant to this Covenant Agreement, if such be the case; (ii) the total amount of Covenant Payments made by the City to Owner pursuant to this Covenant Agreement prior to the date of such written statement; (iii) the amount of any Covenant Payments earned by or due and owing to Owner pursuant to this Covenant Agreement as of the date of such written statement; (iv) the Covenant Payments for a particular Computation Quarter, if known; (v) if the City has determined that Owner is in default or breach hereunder, the nature of such default and the action or actions required to be taken by Owner to cure such default or breach; and (vi) any other matter affecting the rights or obligations of Owner hereunder as to which Owner or such holder may reasonably inquire. The form of any estoppel letter shall be prepared by Owner or such holder at its sole cost and expense and shall be reasonably acceptable in form and content to the City and Owner. The City may make any of the representations described above based on the actual current knowledge of the then-current City Manager.

4.23 Indemnity By Owner. Owner shall defend (using counsel mutually agreed upon), indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all third party claims, losses, proceedings, damages, causes of action, liability, cost and expense (including reasonable attorney's fees) arising from, in connection with or related to this Covenant Agreement or the functions or operations of the Headquarters (other than to the extent arising as a result of the City's negligence or willful misconduct). The City shall fully cooperate in the defense of any such actions and upon written request of Owner shall provide to Owner such documents and records in possession of the City that are relevant to such actions and not otherwise protected by law. Notwithstanding the foregoing, should any third party bring any such action or proceeding Owner shall have the right to terminate this Covenant Agreement, and as of such date of termination, all unaccrued liabilities of the parties under this Covenant Agreement shall cease except for Owner's obligation of indemnity owed to the City as

provided in this Section 4.23. For purposes of clarification, should Owner exercise its termination right as provided in this Section 4.23, the same shall not be considered a Default and the City shall have no claims against Owner for such termination.

4.24 State of California Legislation Impact on Covenant Payment. Owner acknowledges that the California legislature has in the past adopted certain legislation which diverted to the State of California a portion of the Sales Tax Revenues which were otherwise payable to the City. Owner acknowledges that it is possible that the legislature may enact similar legislation in the future which would cause a corresponding reduction of and/or delay in the payment of the Sales Tax Revenues and that such reduction will cause Owner a corresponding reduction and/or delay in the payment of the Covenant Payments due to Owner during such time as such legislation is in effect. Furthermore, Owner acknowledges that it is possible that the legislation described above, or some variant thereof, may be enacted and effective during one or more subsequent times during the Eligibility Period and may materially and negatively impact the amount of Sales Tax Revenues and, accordingly, Covenant Payments. The City does not make any representation, warranty or commitment concerning the future actions of the California legislature with respect to the allocation of Sales Tax Revenues to the City. Owner agrees that it is undertaking its obligations under this Covenant Agreement after having considered, and is expressly assuming the risk of, the possibility of the enactment of such legislation.

In the event that such legislation, or other legislation prohibiting or restricting the City's ability to make Covenant Payments to Owner, is enacted, either Party may terminate this Agreement without liability to the other.

[Signatures on the following pages]

SIGNATURE PAGE TO THE
OPERATING COVENANT AGREEMENT
BY AND BETWEEN
THE CITY OF ALISO VIEJO
AND
HUNT & SONS, LLC

CITY OF ALISO VIEJO
a California municipal corporation

By: _____
David Doyle
City Manager

ATTEST:

By: _____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Scott Smith
City Attorney

SIGNATURE PAGE TO THE
OPERATING COVENANT AGREEMENT
BY AND BETWEEN
THE CITY OF ALISO VIEJO
AND
HUNT & SONS, LLC

HUNT & SONS
a limited liability company

By: _____

Louis P. Burke
Vice President, Hunt & Sons LLC

ECONOMIC DEVELOPMENT SUBSIDY REPORT
PURSUANT TO GOVERNMENT CODE SECTION 53083

FOR AN OPERATING COVENANT AGREEMENT
BY AND BETWEEN
CITY OF ALISO VIEJO
AND
HUNT & SONS, LLC.

Pursuant to Government Code Section 53083, the City Council of the City of Aliso Viejo must hold a noticed public hearing and, prior to the public hearing, provide all of the following information in written form and available to the public and through the City's website, regarding a proposed economic development subsidy to be provided by the City pursuant to an Operating Covenant Agreement by and between the City of Aliso Viejo and Hunt & Sons, LLC ("Agreement"). Notice was published in the local newspaper for a public hearing to be held on September 6, 2023.

The purpose of this report is to provide the information required pursuant to Government Code Section 53083 in regard to the Agreement. This report shall remain available to the public and posted on the City's website until the end date of the economic development subsidy, as further described in number 2 below.

1. The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy.

The Agreement is with Hunt & Sons, LLC., a Delaware limited liability company ("Owner"). Owner is the sole beneficiary of the economic development subsidy.

Hunt & Sons, LLC
65 Enterprise, Suite 425
Aliso Viejo, CA 92656

2. The start and end dates and schedule, if applicable, for the economic development subsidy.

If the Agreement is approved by the City Council, in consideration for Hunt & Sons, LLC's performance of its covenants and other obligations pursuant to the Agreement, the Covenant Period shall commence on September 1, 2023, and continue for fifteen (15) years, with a potential extension for an additional fifteen (15) years (30 years total). Covenant Payments shall commence within thirty (30) days following receipt of the Sales Tax from the State Board of Equalization attributable to sales from Hunt & Sons and continue on a Computation Quarter by Computation Quarter basis for the term of the term of the agreement.

3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.

Hunt & Sons shall receive an amount equal to fifty percent (50%) of Sales Tax Revenues received by the City of the first Eight Hundred Thousand Dollars ($800,000) in Sales Tax attributable to Hunt & Sons. Hunt & Sons shall receive an amount equal to seventy percent (70%) of Sales Tax Revenue received by City over the initial Eight Hundred Thousand Dollars ($800,000). The presence of Hunt and Sons is estimated to result between Five Hundred Five Thousand Dollars ($505,000) and Eight Hundred Eighty Thousand Dollars ($880,000) in additional Sales Tax to the City annually or between an estimated Seven Million Five Hundred Seventy-Five Thousand Dollars ($7,575,000) and Thirteen Million Two Hundred Thousand Dollars ($13,200,000) over the 15-year term.

The economic development subsidy to Hunt and Sons shall be between approximately Six Hundred Forty-Five Thousand Dollars ($645,000) and One Million Five Hundred Twenty Thousand Dollars ($1,520,000). The total economic development subsidy to Hunt and Sons over the 15-year term shall be between approximately Nine Million Six Hundred Seventy-Five Thousand Dollars ($9,675,000) and Twenty-Two Million Eight Hundred Thousand Dollars ($22,800,000).

The City estimates that the total amount of the expenditure or loss of revenue of public funds as a result of the economic development subsidy will be up to an estimated Twenty-Two Million Eight Hundred Thousand Dollars ($22,800,000).

Operating Covenant Agreement Estimates	Sales Tax Range	
Annual		
Projected Sales Tax Revenue	$1,150,000	$2,400,000
Estimated Economic Development Subsidy	$645,000	$1,520,000
Estimated Net Revenue to City	$505,000	$880,000
Total 15-Year Agreement		
Projected Sales Tax Revenue	$17,250,000	$36,000,000
Estimated Economic Development Subsidy	$9,675,000	$22,800,000
Estimated Net Revenue to City	$7,575,000	$13,200,000

4. A statement of the public purposes for the economic development subsidy.

Hunt & Sons, LLC is an independent wholesale distributor of gasoline, diesel, and other refined petroleum products and currently operates an on-site mobile fueling business within the City of Aliso Viejo. Hunt & Sons has decided to stay within Aliso Viejo and expand its operations. Without an agreement to remain, Hunt & Sons could consider relocating its business away from the City. The economic development subsidy will ensure that Hunt & Sons, LLC remains within the City and expand its operations within the City for a period of not less than fifteen (15) years.

The City has determined that the retention and expansion of Hunt & Sons, LLC, as described in the preceding paragraph, will generate substantial revenue for the City to maintain government services, such as public safety, recreation programs, public works, building and safety, and other essential services to residents and businesses in Aliso Viejo.

Further, the retention and expansion of Hunt & Sons serves the additional public purpose of fostering a business and civic environment that may attract additional businesses and investment in the community due to the availability of the increased public and private services and economic activity resulting therefrom, thereby assisting the City in its goal of furthering the development of the community. This Agreement furthers the policies of the City to be business friendly and support economic growth including numerous Land Use Element Goals of the General Plan and furtherance of the City's Economic Development Plan.

5. The projected tax revenue to the local agency as a result of the economic development subsidy.

The City anticipates that the retention and expansion of Hunt & Sons, LLC operations within the City will result in an approximate increase of annual sales tax revenue between Seventeen Million Two Hundred Fifty Thousand Dollars ($17,250,000) and Thirty Six Million Dollars ($36,000,000), minus the covenant payments to be paid to Hunt & Sons, as set forth in number 2 above.

6. The estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

The retention and expansion of Hunt & Sons, LLC within the City is anticipated to result in the creation of the following jobs and a commitment to use commercially reasonable efforts to increase the workforce at the location.

- 1 full-time job
- 0 part-time jobs
- 0 temporary positions

City of Aliso Viejo
AGENDA ITEM

DATE: September 6, 2023

TO: Mayor and City Council

FROM: So Kim, Director of Community Development

SUBJECT: TIME EXTENSION REQUEST FOR A SITE DEVELOPMENT PERMIT AND EXTENSION PERMIT AT 6 POLARIS WAY

Recommended Action:

Approve, via Minute Order, a time extension request to extend the validity of a Site Development Permit and Extension Permit for the construction of a 42,400 square foot, two-story general office building and a 423 space, 4½ level parking structure with a 7.6% parking reduction at 6 Polaris Way (PA15-030).

Background:

On June 1, 2016, the City Council adopted Resolution Nos. 2016-22, 2016-23, and 2016-24 for the following: 1) Adopt an initial study/mitigated negative declaration; 2) Approve a Tentative Parcel Map 2015-155 for Parcel 1 of Lot Line Adjustment 97-054; and 3) Construct a 42,400 square foot, two-story general office building and a 423 space, 4½ level parking structure with a 7.6% parking exception on 4.037 acres at 6 Polaris Way ("Project"). Subsequently, the City Council approved two time extensions to the Project, setting the expiration date to February 6, 2020.

In 2020, due to the state of emergency caused by COVID-19, all City-issued permits that would have otherwise expired were automatically extended. With the recent end of state and local emergencies, the City-issued permits expired on April 1, 2023. The applicant submitted a time extension request prior to this date for processing.

Discussion:

Pursuant to Municipal Code (AVMC) Section 15.74.100, two one-year time extensions may be granted by the decision-making authority, which shall not include extensions granted prior to April 15, 2020. Since 2020, a time extension for the Project was automatically granted as part of the California's COVID-19 state of emergency, extending the validity date through April 1, 2023. The Project may be extended one last time for a period of one-year, provided that the original findings can still be made (i.e. originally approved project). The Applicant is requesting a final time extension based on the

following pandemic related issues: shortages of staff and labor based on self-isolation, restrictions on movement and stay-at-home orders, business disruptions, supply chain interruptions, and associated financial impacts.

As previously discussed, time extensions may only be granted for the original project. Any modifications to the original project, depending on the scope of work, shall be processed either administratively or with the same filing procedures as the original project. Should the City Council approve the time extension request, the new expiration date will be set to April 1, 2024. If the Applicant continues to take no action on the Project, the approval will expire and the Applicant will need to submit a new application for consideration.

Public Notice:

On August 24, 2023, a public notice of the proposed time extension was published in the Orange County Register and mailed to all property owners within 300 feet of the subject site.

Attachments:

1. Applicant's Time Extension Request Letter

2. Project Plans

BPM Investments, LLC
1 Polaris Way
Suite 180
Aliso Viejo, CA 92656

September 11, 2020

Mr. Omar Dadabhoy
Director of Planning Services
12 Journey, Suite 100
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5

Re: Time Extension Request

BPM Investments, LLC ("BPM") is the owner of the property at 1 Polaris Way within the Polaris Place Business Park in the City of Aliso Viejo, California.

We refer to Resolution No. 2020-03, unanimously adopted by the Aliso Viejo City Council without opposition on February 5, 2020 following a public hearing approving, among related determinations under State CEQA Guidelines, BPM's request for a second, one-year extension for Planning Application PA 15-030 (SDP/EP) (referred to herein as the "SDP") for the properties located at 1 and 6 Polaris Way (the "Project Site"). Our request for the second extension was submitted to and received by the City of Aliso Viejo on November 7, 2019.

The Project Site is located on the south side of Aliso Viejo Parkway on the Polaris Campus and is improved with an existing 76,186 square foot, three-story office building. The Polaris Campus was originally approved for development through the County of Orange with entitlements granted and modified by the County in 1997 and 1998 for a total of 430,268 square feet of general office contained in five (5), three- and four story buildings. On June 1, 2016, the Aliso Viejo City Council unanimously adopted Resolution No. 2016-24 approving the SDP, which included a site development permit and parking exception permit to construct a 42,400 square foot, two-story general office building and a 423 space, 4 ½ level parking structure with a 7.6% parking exception at 6 Polaris Way pursuant to Aliso Viejo Municipal Code Sections 15.74.020, 15.74.070, and 15.38.040. The Aliso Viejo City Council also approved Tentative Parcel Map 2015-155 for Parcel 1 (APN 623-481-49) of Lot Line Adjustment 97-054 to subdivide the 4.37-acre parcel into two (2) parcels to facilitate the construction of the office building and parking structure. The map was recorded on December 22, 2017.

The SDP, as so extended, will expire December 1, 2020.

On April 15, 2020, the Aliso Viejo City Council adopted Urgency Ordinance No. 2020-13 amending 15.74.100 of the Aliso Viejo Municipal Code relating to the establishment of discretionary permits, and relating to the extension of expiring permits. The Urgency Ordinance was followed by adoption on May 20, 2020 of Ordinance No. 2020-14 which put in place permanent amendments to Section 15.74.100. The amendments permit the City Council to grant or conditionally grant an extension to the period of validity for up to a one year per extension if it finds that such an extension is justified by the circumstances and the original findings for the project can still be made with, if necessary, with the imposition of conditions not originally imposed on the project.

Prior to April 15, 2020, under the Aliso Viejo Municipal Code (AVMC), a discretionary permit was not deemed established unless all ministerial permits had been issued within two years of the project approval date. Although two one-year extensions had been previously granted, the requisite ministerial permits have not been issued. Prior to April 15, 2020, the AVMC allowed an applicant to apply for an unlimited number of one-year extensions. The only criteria previously for approving such extensions was if the original decision-making body found that such extension was justified by the circumstances of the project. Despite the new ordinance provisions we would also direct attention to Condition 1 to the original Polaris 6 SDP, set forth in Exhibit A to Resolution No. 2016-24, which gave the applicant an expectation of subsequent extensions and which provided in part (emphasis added):

> "... Pursuant to AVMC 15, 74.100 D upon application before expiration of the period of validity, the original decision-making authority may grant an extension of time for up to 1 year per extension if it finds that such extension is justified by the circumstances of the project. The filing of an application for extension shall stay expiration of the permit until action is taken on the time extension by the decision-making authority. ***There is no limit on the number of extensions that may be granted.***"

Ordinance No. 2020-214, deemed a discretionary permit as established once a building permit, grading permit, or functionally similar permit for the primary use or structure, as approved by the discretionary permit, was issued and limited projects to no more than two one-year extensions. The new ordinance provides that extensions granted prior to April 15, 2020 shall not be counted toward the two-extension limit. Therefore, the subject application is eligible for up to two additional extensions

We are submitting this letter to request a new one-year extension of the period of validity of the SDP (this letter supplements our original request for an extension, which was submitted to the City of Aliso Viejo on or about March 25, 2020). In this regard, the applicant has reviewed the original findings for the 6 Polaris Project and believes that all original findings and conditions can still be made since conditions have not changed since the original approval. As such, we also do not believe that any new conditions should be imposed in connection with any approval of the extension. The following is offered as support warranting circumstances justifying the extension.

Circumstances

On March 19, 2020, California Governor Gavin Newsome issued a statewide "Stay at Home" Order (Executive Order N-33-20), which "order[s] all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians. In accordance with this order, the State Public Health Officer designated a list of "Essential Critical Infrastructure Workers" to help state, local, tribal, and industry partners as they work to protect communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security.

On March 17, 2020, the City of Aliso Viejo announced that, "Under the rapidly evolving COVID-19 pandemic, the City of Aliso Viejo proclaimed a local emergency on Monday, March 16, 2020, and under the guidance of the Local Health Officer, March 17, 2020, the City has ceased all nonessential City services effective immediately through 11:59 pm PST on March 31st. The City will continue to provide essential services related to the health, safety and welfare of the community."

Among other circumstances justifying a third extension to our SDP, including but not limited to those described in a letter dated March 18, 2020 from J. Michael Vaughn of Enterprise Counsel Group sent to the city of Aliso Viejo on our behalf relating to the City's proposed Ordinances limiting further extensions to discretionary permits (Attachment A) there are a variety of ways in which COVID-19 related circumstances have affected and are likely to continue to affect our ability to establish the land use permitted by the SDP before it is scheduled to expire on December 1, 2020. Some examples include:

- shortages of project staff and labor arising as a result of quarantines or self-isolation;
- restrictions on movement and "stay at home" orders imposed by governmental authorities at the State and County levels to minimize the risk of contracting or spreading COVID-19;
- anticipated delays in design, engineering and quality assurance teams having been quarantined or placed in self-isolation to minimize the risk of contracting or spreading COVID-19
- supply chain interruptions for goods and services caused by the direct impact of COVID-19 or consequential restrictions imposed by governmental authorities;
- business disruptions, if any, expected with contractors, suppliers, designers or others involved in our project caused by COVID-19-related impacts;
- being prevented from undertaking the work because of action by a government in response to COVID-19.
- Financial markets are in disarray given the current COVID-19 pandemic, and are expected to be further restricted and be tightened up which will affect timing of any financing needed in conjunction with building permit issuance for the project.

Decisions by parties to mitigate the risk posed by COVID-19 to its employees and contractors are likely to be a significant area of controversy and uncertainty for principals, contractors and subcontractors. By way of example, a contractor may decide to stand down its entire workforce because a worker is exposed or related to a person with COVID-19.

Until the events of the last couple of months, we were confident that we could establish use of the Project Site within the meaning of the SDP before its scheduled expiration date by an aggressive scheduling and commitment to the myriad tasks required to comply with the 120 conditions to the SDP. Now, candidly, we have reason to believe that our ability to do so has been, and for the indefinite future will continue to be materially impacted by the COVID-19 pandemic and related actions of State, County and local governmental authorities and services providers involved in our building project.

Summary

We trust the City of Aliso Viejo recognizes the significant exposure and costs BPM has incurred to date in connection with and reliance upon our Project-related entitlements and that the City will be supportive of our extension request. We strongly believe that the 6 Polaris Project will be something the City can be proud of which will bring new jobs to the City of Aliso Viejo and tax revenues. BPM stands ready to meet to discuss and respond to any questions or concerns the City might have regarding this extension request. Since we believe that there likely remains a balance on our previous deposit on the second time extension, please advise us of any additional deposit obligations or any other information you might need.

Should you have any questions, you may also contact our consultant Christine Shingleton with Community Strategic Advisors at (714)656-7036.

Sincerely,

Melinda Masson

Melinda Masson
BPM Investments, LLC
1 Polaris Way, Suite 180
Aliso Viejo, CA 9646

Attachment A

Attachment A
Correspondence from ECG
Dated March 17, 2020

ENTERPRISE
COUNSEL GROUP
A Law Corporation

J. Michael Vaughn
mvaughn@ecg.law

March 17, 2020

Honorable Mayor Mike Munzing
City Council Members
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335

Re: Noticed March 13 Public Hearing on a Non-Urgency Ordinance and Urgency Ordinance to Amend Title 15 of the Aliso Viejo Municipal Code related to Permit Expirations and Time Extensions related to Discretionary Permits

Dear Mr. Mayor and Council Members:

On behalf of BPM Investments, LLC ("BPM"), we are writing to express comments and concerns arising from the proposed adoption above the above-referenced ordinances by the City of Aliso Viejo.

BPM is the owner of the property at 1 Polaris within the Polaris Place Business Park in the City of Aliso Viejo, California. BPM purchased the property in 2004 from Fluor Enterprise, with specific authorization provided pursuant to Section 6.4 of the Declaration of Reciprocal Easements and Covenants (the "Polaris Declaration," recorded March 31, 2014 as Instrument No. 2004000265241) giving BPM the right to construct a building of no greater than 40,000 square feet of net rental square footage on Parcel 1 (hereinafter referred to as the "6 Polaris Project"), provided BPM creates, at such BPM's sole cost and expense on Parcel 1, sufficient additional parking (in a structure or otherwise) to (i) replace all parking spaces displaced by the construction of such new building(s) and (ii) satisfy (without a variance or CUP the standard City parking requirements for the proposed new building and use. Any building(s) constructed pursuant to Section 6.4 of the Declaration shall be subject to the Design Criteria as well.

Background and Setting

Over the course of the last three years, BPM has pursued its right to development of the 6 Polaris Project as authorized by the Polaris Declaration at its sole cost and expense. BPM took extra steps to consult early and often spending substantial time and effort with the Polaris Place Association ("Polaris Association"), the Aliso Viejo Community Association and the City of Aliso Viejo. As part of this effort, from the point of initiation of the 6 Polaris Project, BPM reached out to the Polaris Place Association and its Owners on numerous occasions to consult and obtain approvals necessary to move forward with the 6 Polaris Project.

By action of the Polaris Association Board in April 2015, the siting for the 6 Polaris Project was clarified and approved, and BPM obtained the Polaris Association Board's approval of the general schematic design parameters of the development project such as exterior design features for the building. On this basis, BPM moved forward to complete preliminary development plans and entitlement level plans at significant cost. By written Resolution adopted on September 15, 2015, the Polaris Association formally approved the proposed modified location of the office building pursuant to Section 6.4 of the Polaris Declaration and approved BPM's site development plans and request to subdivide BPM's Parcel 1 property into two parcels, authorizing submittal of plans to the City of Aliso Viejo and Aliso Viejo Community Association and later final building construction plans to the newly created Polaris Place Association Design Review Committee. In addition, the Polaris Association authorized BPM to prepare draft redline amendments to the Polaris Declaration consistent with the Memorandum and as necessary to accommodate the 6 Polaris Project.

Prior to formal submittals to the City of Aliso Viejo, BPM consulted and informed the Association of development team members as well as technical team members for the 6 Polaris Project, required by the City, including but not limited to Traffic and Circulation and other technical environmental requirements. With submittal of the formal entitlement applications to the City of Aliso Viejo, detailed environmental technical reports were prepared by a variety of consultants with the specific scope of work and reports approved by the City of Aliso Viejo and their legal counsel, including Noise, Air Quality, Greenhouse Gas Emissions, Traffic and Circulation and Parking and an Environmental Initial Study and Mitigated Negative Declaration at significant cost to BPM. As noted above, Polaris Association Board members were consulted and informed of the consultant teams selected by the City as part of this process and BPM did not receive any negative comments, nor did the Polaris Association, or individual Polaris Place Owners or representatives on the Polaris Association Board, make any negative comments, requests for scope of work alterations or other indications at the time regarding the qualifications or expertise of individual consultants selected by the City.

As part of the City's entitlement process, Owners of Polaris Place as well as other property owners within a 300 foot radius of the 6 Polaris Project, were notified in writing on May 19, 2016 of the public hearing on the entitlement applications for the 6 Polaris Project as well as the City's proposed Environmental Initial Study and Mitigated Negative Declaration and all supporting technical reports. At the public hearing held on June 1, 2016, the Aliso Viejo City Council reviewed and unanimously approved the entitlements for 6 Polaris. None of the Polaris Association, Polaris Place Owners, tenants of the Polaris Place Business Park or other parties, adjacent residential property owners or tenants spoke in opposition to the City's proposed action on the entitlements, or voiced any concerns whatsoever with the technical studies, Initial Study or Mitigated Negative Declaration. The overall lack of opposition and overall support for the 6 Polaris Project demonstrates the concerted energy that BPM and its development team placed on outreach, positive community relations and goodwill with the City, Polaris Place and its neighbors. BPM also fully complied with the requirements of Section 6.4 of the Declaration meeting all parking requirements for the 6 Polaris Project as certified by the City of Aliso Viejo.

After the public hearing during the June 1, 2016 City Council meeting, the Aliso Viejo City Council unanimously approved adoption of a series of resolutions: (a) Resolution No. 2016-22, approving and adopting an initial study and a mitigated negative declaration prepared in accordance with CEQA; (b) Resolution No. 2016-23, approving Tentative Parcel Map 2015-155 for Parcel 1 (APN 623-481-49) of Lot Line Adjustment 97-054 pursuant to Aliso Viejo Municipal Code (AVMC) Section 14.08; and (c) Resolution No. 2016-24 to approve Planning Application PA15-030 (SDP/EP) which includes a Site Development Permit and Parking Exception Permit to construct a 42,400 square foot two-story general office building and a 423 space, 4 ½ level parking structure with a 7.6% parking exception at 6 Polaris Way, pursuant to AVMC Sections 15.74.020, 15.74.070 15.38.040. The Site Development Permit and Parking Exception Permit contained 120 Conditions of Approval.

After approval of entitlements by the City, BPM prepared at significant cost, time and effort, proposed Amendments to the Polaris Declaration and submitted them to the Polaris Place Association for consideration by letter dated June 13, 2016. For approximately two years, the Polaris Association took no formal action to review, agendize, or approve the necessary Amendments to the Polaris Declaration in order for the 6 Polaris Project to move forward. This forced BPM to secure legal counsel and declare that there was a "Covered Dispute" under the Polaris Declaration requesting that the Polaris Association act on the necessary amendments.

With several ownership modifications within the Polaris Place Business Park, Invesco Real Estate had, at the time, assumed management as an owner representative of Parcel 2 and 3 and ownership of Parcel 5. It is BPM's position that the Association's business in permitting the 6 Polaris Project to move forward was specifically stymied by Invesco Real Estate and its representatives on the Association Board. A big part of this was Invesco's desire to purchase the 1 and 6 Polaris project which had been rejected by BPM. Significant time, dollars and effort have been spent by BPM, as well as BPM having paid a significant financial premium for the right to build the 40,000 square feet of office space when the Parcel 1 property was purchased in 2004.

Despite the Polaris Association dispute, BPM moved forward on those portions of the project that it could including preparing and recording a Final Parcel Map (December 22, 2017 recordation by instrument no. 201700555368). The Amendments to the Polaris Declaration were necessary both for financing, and completion of final building construction plans and for issuance of any future building permits by the City.

It was within the context of this background that BPM submitted a first-time extension request for its previously granted entitlements, in the fall of 2018 which was unanimously approved by the Aliso Viejo City Council after a noticed public hearing on February 6, 2019. This extension was approved through December 1, 2019. As was the case with the original entitlement and environmental documentation for the project, no opposition from adjacent properties or residences were received at the public hearing. Further since amendments to the Polaris Declaration were not approved by the Polaris Association until early summer of 2019, inhibiting the ability of BPM to obtain construction financing, an additional second time extension request was submitted in the fall of 2019 but not approved until after a noticed public hearing on February 5, 2020. This second time extension requires all permits for the project to be issued by December 1, 2020. In

conjunction with submittal of its second time extension request and in response to City Council comments on the first-time extension request, BPM was responsive to a concern the City had previously expressed about the exterior elevations of the parking structure being constructed with the project. Consequently, a modified elevation design was also submitted and approved by the City on February 11, 2020 providing significantly altered elevations for the parking structure at what will be a significant cost to BPM, and an accommodation that no other parking structure has been required to make to date in the City of Aliso Viejo.

Through March 2020, BPM has performed substantial work and incurred substantial costs and liabilities, including contractual obligations, in good faith reliance upon the combination of the Declaration, the Site Development Permit and Parking Exception Permit, as extended and modified to date, the Tentative Parcel Map and the Final Parcel Map. With the approval of the second extension, additional financial and contractual commitments were also required to be made for consultant support related to program management, completion of final design and construction documents which have resulted in commitment for the project totaling over $3.2 million dollars to date. All of these costs have been funded by BPM companies internally with the expectation that once building permits are ready to be issued, outside funding from the financial markets to finance the construction component of the project will be obtained. There are also estimated to be additional significant costs for the parking structure, and costs for the new office building.

Subject Ordinances

While BPM has met in the last few weeks at least twice with City staff and shared what we believe to be a reasonable schedule to obtain building permits, we remain concerned that there are many remaining steps that are not within our control, and with the significant financial commitments on the table, BPM seeks assurances from the City that these financial expenditures will not have been in vain. Therefore, BPM is now extremely concerned about the proposed Ordinances on the Aliso Viejo Agenda for March 18, 2020 as it affects future time extensions within the City of Aliso Viejo.

Notwithstanding "findings" inserted into the resolutions proposed for adoption of the Urgency Ordinance, none of such findings appear to be supported by evidence. There is nothing in the record for the proposed Urgency Ordinance or for BPM's Polaris Place Project, that suggests completion of the project on the basis of existing rights would have any impact on public peace, health or safety, or are sufficiently necessary to the public welfare.

In review of original entitlement approval for the 6 Polaris Project, Condition #1 of Exhibit A of Resolution No. 2016-24 states as follows:

"… Pursuant to AVMC 15, 74.100 D upon application before expiration of the period of validity, the original decision-making authority may grant an extension of time for up to 1 year per extension if it finds that such extension is justified by the circumstances of the project. The filing of an application for extension shall stay expiration of the permit until action is taken on the time extension by the decision making authority. There is no limit on the number of extensions that may be granted."

It is BPM's position that the above condition of the original entitlement provides BPM with the right to apply for subsequent one-year time extensions with no limit on the number of extensions. Should BPM be unable to obtain permits by December 1, 2020, it is critical that BPM have the right to request an additional extension request given the special circumstances related to the Polaris Association original delays affecting the project, and reasons expressed in our second time extension request (high office vacancy rates in Aliso Viejo). Further with recent financial markets in disarray given the current corona virus pandemic, financing markets are expected to be further restricted and are expected to tighten up which could affect timing on any financing obtained in conjunction with building permit issuance for the project. Also, many professional business offices have been closed and workers are in self-quarantine which could dramatically impact the efficiency of getting construction plans completed and reviewed in adequate time to meet a December 1, 2020 deadline for permit issuance. As of March 16th, President Trump indicated that the crisis could extend through August or later putting a significant constraint on the economy. This is not a time to disregard potential impacts of these circumstances on local Aliso Viejo businesses, like BPM and others.

Given the current pandemic and its effects on the local and national business environments and also the severity of the damages to BPM should BPM not be permitted to complete the 6 Polaris Place Project, **we urge you to table the two proposed time extension ordinances on tonight's agenda.** If there are other reasons for the ordinances that are not related to the 6 Polaris Project, then BPM would recommend amendment of the draft ordinance before its adoption, to delete the last sentence in subsection 2.1. of both ordinances as follows: "no more than two one-year extensions may be granted or conditionally granted." and include provisions that would grandfather into the Ordinance, BPM's right to apply for a future time extension tied specifically to the 6 Polaris Project and the language in Condition #1 of Exhibit A of Aliso Viejo City Council Resolution No. 2016-24.

BPM hopes that the City Council of the City of Aliso Viejo and its staff recognize the significant exposure, time and costs that BPM has incurred to date on the 6 Polaris Project and our continued willingness to produce a development which will have significant benefit to the City of Aliso Viejo and of which we can all be proud. We urge you to be reasonable and to take specific circumstances into account in light of your review and any action on the proposed ordinances designed to amend the Aliso Viejo Municipal Code related to permit expirations and time extensions on discretionary permits.

Sincerely,

J. Michael Vaughn
Enterprise Counsel Group, ALC

BPM INVESTMENTS

6 POLARIS WAY
ALISO VIEJO, CA 92656

SITE DEVELOPMENT PERMIT / EXCEPTION PERMIT (PARKING)
CITY OF ALISO VIEJO
01 14, 2016

LPA

Griffin Structures, Inc.

15084.10

PLANNING APPLICATION
(PA15-030-SDP)

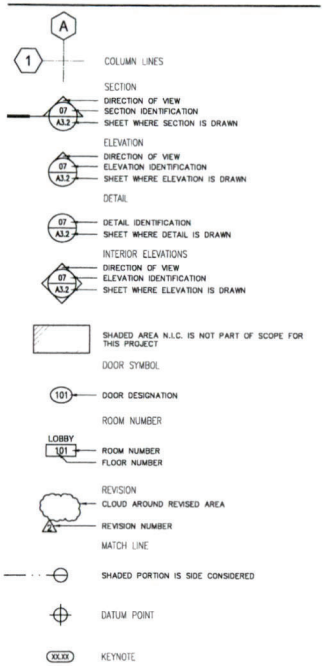
COVER SHEET

A0.00

ABBREVIATIONS

&	AND
L	ANGLE
@	AT
℄	CENTERLINE
ø	DIAMETER OR ROUND
(E)	EXISTING
#	POUND OR NUMBER
ACOUS.	ACOUSTICAL
A.D.	AREA DRAIN
ACSS.	ARCHITECTURAL AESTHETIC STEEL
AGGR.	AGGREGATE
ALUM.	ALUMINUM
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL
ASPH.	ASPHALT
AVMC	ALISO VIEJO MUNICIPAL CODE
BD.	BOARD
BTUM.	BITUMINOUS
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
BM.	BEAM
BOT.	BOTTOM
CAB.	CABINET
C.B.	CATCH BASIN
CEM.	CEMENT
CER.	CERAMIC
C.G.	CORNER GUARD
C.I.	CAST IRON
C.I.P.	CAST IN PLACE
CLG.	CEILING
CLKG.	CAULKING
CLO.	CLOSET
CLR.	CLEAR
CNTR.	CENTER
C.O.	CASED OPENING
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION
CONSTR.	CONSTRUCTION
CONT.	CONTINUOUS
CORR.	CORRIDOR
CTSK.	COUNTERSUNK
CTR.	COUNTER
DBL.	DOUBLE
DEPT.	DEPARTMENT
DET.	DETAIL
D.F.	DRINKING FOUNTAIN
DIA.	DIAMETER
DIM.	DIMENSION
DISP.	DISPENSER
DN.	DOWN
D.O.	DOOR OPENING
DR.	DOOR
D.S.	DOWNSPOUT
D.S.P.	DRY STANDPIPE
DWG.	DRAWING
DWR.	DRAWER
EA.	EACH
E.D.F.	ELECTRICAL DRINKING FOUNTAIN
E.J.	EXPANSION JOINT
EL.	ELEVATION
ELEC.	ELECTRICAL
ELEV.	ELEVATOR
EMER.	EMERGENCY
ENCL.	ENCLOSURE
E.P.	ELECTRICAL PANEL BOARD
EQ.	EQUAL
EQPT.	EQUIPMENT
E.W.C.	ELECTRICAL WATER COOLER
EXIST.	EXISTING
EXP.	EXPANSION
EXPO.	EXPOSED
EXT.	EXTERIOR
F.A.	FIRE ALARM
F.B.	FLAT BAR
F.D.	FLOOR DRAIN
FDN.	FOUNDATION
F.A.	FIRE EXTINGUISHER
F.A.C.	FIRE EXTINGUISHER CABINET
F.B.	FINISH FLOOR
F.H.C.	FIRE HOSE CABINET
FIN.	FINISH
FL.	FLOORING
FLASH.	FLASHING
FLUOR.	FLUORESCENT
F.O.C.	FACE OF CONCRETE
F.O.F.	FACE OF FINISH
F.O.M.	FACE OF MASONRY
F.O.S.	FACE OF STUD
FPRF.	FIREPROOF
F.R.	FIRE-RATED
F.S.	FULL SIZE
FT.	FOOT OR FEET
FTG.	FOOTING
FURR.	FURRING
FUT.	FUTURE
GA.	GAUGE
GALV.	GALVANIZED
G.B.	GRAB BAR
G.I.M.	GALVANIZED IRON SHEET METAL
GL.	GLASS
GND.	GROUND
GR.	GRADE
GYP.	GYPSUM
H.B.	HOSE BIB
H.C.	HOLLOW CORE
HDWD.	HARDWOOD
HDWE.	HARDWARE
H.M.	HOLLOW METAL
HORIZ.	HORIZONTAL
HR.	HOUR
HGT.	HEIGHT
I.D.	INSIDE DIAMETER
IN.	INCH OR INCHES
INSUL.	INSULATION
INT.	INTERIOR
JAN.	JANITOR
JT.	JOINT
KIT.	KITCHEN
LAB.	LABORATORY
LAM.	LAMINATE
LAV.	LAVATORY
LKR.	LOCKER
LT.	LIGHT
MAX.	MAXIMUM
M.C.	MEDICINE CABINET
MECH.	MECHANICAL
MEMB.	MEMBRANE
MET.	METAL
MFR.	MANUFACTURER
MH.	MANHOLE
MIN.	MINIMUM
MIR.	MIRROR
MISC.	MISCELLANEOUS
M.O.	MASONRY OPENING
MTD.	MOUNTED
MTL.	MATERIAL
MUL.	MULLION
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
O.A.	OVERALL
OBS.	OBSCURE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OFF.	OFFICE
OPNG.	OPENING
OPP.	OPPOSITE
P.I.P.	POURED IN PLACE
PNT.	PAINT
PRCST.	PRECAST
PL.	PLATE
P. LAM.	PLASTIC LAMINATE
PLAS.	PLASTER
PLYWD.	PLYWOOD
PR.	PAIR
PT.	POINT
P.T.D.	PAPER TOWEL DISPENSER COMBINATION
P.T.D./R	PAPER TOWEL DISPENSER & RECEPTACLE
PTN.	PARTITION
P.T.R.	PAPER TOWEL RECEPTACLE
Q.T.	QUARRY TILE
R.	RISER
RAD.	RADIUS
R.D.	ROOF DRAIN
REF.	REFERENCE
REFR.	REFRIGERATOR
REGTR.	REGISTER
REINF.	REINFORCED
REQ.	REQUIRED
RESIL.	RESILIENT
RM.	ROOM
R.O.	ROUGH OPENING
RWD.	REDWOOD
R.W.L.	RAIN WATER LEADER
SDP.	SITE DEVELOPMENT PERMIT
S.C.	SOLID CORE
S.C.D.	SEAT COVER DISPENSER
SCHED.	SCHEDULE
S.A.	SOAP DISPENSER
SECT.	SECTION
SH.	SHELF
SHR.	SHOWER
SHT.	SHEET
SIM.	SIMILAR
S.N.D.	SANITARY NAPKIN DISPENSER
S.N.R.	SANITARY NAPKIN RECEPTACLE
SPEC.	SPECIFICATION
SQ.	SQUARE
S.ST.	STAINLESS STEEL
S.SK.	SERVICE SINK
STA.	STATION
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRL.	STRUCTURAL
SUSP.	SUSPENDED
SYM.	SYMMETRICAL
TRD.	TREAD
T.B.	TOWEL BAR
T.C.	TOP OF CURB
TEL.	TELEPHONE
TER.	TERRAZZO
T.&G.	TONGUE AND GROOVE
THK.	THICK
T.O.C.	TOP OF CANOPY
T.O.M.S.	TOP OF MECHANICAL SCREEN
T.O.P.	TOP OF PARAPET
T.O.S.	TOP OF SURFACE
T.O.W.	TOP OF WALL
T.P.	TOP OF PAVEMENT
T.P.D.	TOILET PAPER DISPENSER
T.V.	TELEVISION
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
VERT.	VERTICAL
VEST.	VESTIBULE
W/	WITH
W.C.	WATER CLOSET
WD.	WOOD
W/O	WITHOUT
W.P.	WATERPROOF
WT.	WEIGHT

SYMBOLS



PUBLIC WORKS DEPARTMENT NOTES

ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS REQUIRED BY ORDINANCE AND THE PUBLIC WORKS DEPARTMENT. IN CASE OF DAMAGES CAUSED BY THE PRIVATE WORK, ADDITIONAL PUBLIC WORKS IMPROVEMENTS MAY BE REQUIRED AT THE DISCRETION OF THE PUBLIC WORKS DEPARTMENT.

OVERHEAD UTILITIES SERVING THE SITE SHALL BE UNDERGROUNDED TO THE NEAREST APPROPRIATE POLE IN ACCORDANCE WITH THE MUNICIPAL CODE.

A DOUBLE BACKFLOW PREVENTER SHALL BE INSTALLED PER CITY STANDARDS.

A WATER METER AND A SEWER CLEANOUT SHALL BE INSTALLED WITHIN THE PUBLIC RIGHT OF WAY TO SERVE THIS DEVELOPMENT. EACH SHALL BE INSTALLED WITH A TRAFFIC-GRADE FRAME AND COVER.

COUNTY SANITATION DISTRICT FEES SHALL BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.

GENERAL CONSTRUCTION NOTES

ALL CONSTRUCTION AND MATERIALS SHALL BE AS SPECIFIED AND IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, LAWS, PERMITS, AND THE CONTRACT DOCUMENTS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF ALL NEW CONSTRUCTION ON THE SITE.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE STARTING WORK. SHOULD A DISCREPANCY APPEAR IN THE CONTRACT DOCUMENTS, OR BETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONDITIONS, NOTIFY THE ARCHITECT AT ONCE FOR INSTRUCTION ON HOW TO PROCEED.

SHOULD A CONFLICT OCCUR BETWEEN DRAWINGS AND SPECIFICATIONS, THE SPECIFICATIONS SHALL TAKE PRECEDENCE, UNLESS A WRITTEN DECISION FROM THE ARCHITECT HAS BEEN OBTAINED WHICH DESCRIBES A CLARIFICATION OR ALTERNATE METHOD AND/OR MATERIALS.

THE CONTRACTOR SHALL CONFINE HIS OPERATIONS ON THE SITE TO AREAS PERMITTED BY OWNER.

THE JOB SITE SHALL BE MAINTAINED IN A CLEAN, ORDERLY CONDITION FREE OF DEBRIS AND LITTER AND SHALL NOT BE UNREASONABLY ENCUMBERED WITH ANY MATERIALS OR EQUIPMENT. EACH SUBCONTRACTOR IMMEDIATELY UPON COMPLETION OF EACH PHASE OF HIS WORK SHALL REMOVE ALL TRASH AND DEBRIS AS A RESULT OF HIS OPERATION.

ALL MATERIAL STORED ON THE SITE SHALL BE PROPERLY STACKED AND PROTECTED TO PREVENT DAMAGE AND DETERIORATION. FAILURE TO PROTECT MATERIALS MAY BE CAUSE FOR REJECTION OF WORK.

THE CONTRACTOR SHALL DO ALL CUTTING, FITTING, OR PATCHING OF HIS WORK THAT MAY BE REQUIRED TO MAKE ITS SEVERAL PARTS FIT TOGETHER PROPERLY AND SHALL NOT ENDANGER ANY OTHER WORK BY CUTTING, EXCAVATING, OR OTHERWISE ALTERING THE TOTAL WORK OR ANY PART OF IT. ALL PATCHING, REPAIRING, AND REPLACING OF MATERIALS AND SURFACES, CUT OR DAMAGED IN EXECUTION OF WORK, SHALL BE DONE WITH APPLICABLE MATERIALS SO THAT SURFACES REPLACED WILL, UPON COMPLETION, MATCH SURROUNDING SIMILAR SURFACES.

NO PORTION OF WORK REQUIRING A SHOP DRAWING OR SAMPLE SUBMISSION SHALL BE COMMENCED UNTIL THE SUBMISSION HAS BEEN REVIEWED BY THE ARCHITECT. ALL SUCH PORTIONS OF THE WORK SHALL BE IN ACCORDANCE WITH CORRECTED SHOP DRAWINGS AND SAMPLES.

DIMENSIONS: A. ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.

B. ALL DIMENSIONS ARE TO THE FINISH UNLESS OTHERWISE NOTED.

C. CEILING HEIGHT DIMENSIONS ARE FROM FINISHED FLOOR SLAB TO FACE OF FINISH CEILING MATERIAL UNLESS OTHERWISE NOTED.

ALL LEGAL EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. EXIT SIGNS SHALL BE PROVIDED AT ALL EXITS AS REQUIRED BY THE U.B.C., SECTION 1003.2.8. ALL DOOR SWINGS SERVING AN OCCUPANT LOAD OF 50 OR GREATER SHALL SWING IN THE DIRECTION OF TRAVEL.

PROVIDE ALL NECESSARY BLOCKING, BACKING, AND FRAMING FOR LIGHT FIXTURES, ELECTRIC UNITS, A.C. EQUIPMENT, RECESSED ITEMS, AND ALL OTHER ITEMS AS REQUIRED.

WHERE LARGER STUDS OR FURRING ARE REQUIRED TO COVER PIPING AND CONDUITS, THE LARGER STUD SIZE OR FURRING SHALL EXTEND THE FULL SURFACE OF THE WALL WIDTH AND LENGTH WHERE THE FURRING OCCURS.

PROVIDE FIRE SPRINKLER PROTECTION THROUGHOUT THE TENANT SPACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING THE DRAWINGS AND OBTAINING THE PERMITS FOR THE FIRE SPRINKLER SYSTEM. THE FIRE SPRINKLER SYSTEMS SHALL MEET THE REQUIREMENTS OF ALL APPLICABLE CODES AND ORDINANCES.

PROVIDE FIRE EXTINGUISHERS PER THE REQUIREMENTS OF LOCAL GOVERNING AGENCIES.

PROVIDE ALL ACCESS PANELS AS REQUIRED BY GOVERNING CODES TO ALL CONCEALED SPACES, VOIDS, ATTICS, ETC. VERIFY TYPE REQUIRED WITH ARCHITECT PRIOR TO INSTALLATION.

PROVIDE EXIT ILLUMINATION PER THE REQUIREMENTS OF U.B.C., SECTION 10.

ALL GLASS AND GLAZING SHALL COMPLY WITH U.B.C., CHAPTER 24.

TENANT SPACE CANNOT BE OCCUPIED UNTIL ALL APPROPRIATE ACCESSIBILITY SIGNAGE HAS BEEN REVIEWED AND ACCEPTED BY THE CITY OF ALISO VIEJO.

PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR HABITABLE STRUCTURES, PLANS FOR AUTOMATIC FIRE SPRINKLER SHALL BE SUBMITTED TO AND APPROVED BY THE LOCAL FIRE AGENCY FIRE CHIEF OR DESIGNATED REPRESENTATIVE PRIOR TO INSTALLATION. THE SYSTEM SHALL BE OPERATIONAL PRIOR TO THE ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY FOR ALL ON-SITE STRUCTURES.

FIRE SPRINKLER & FIRE ALARM PLANS TO BE SUBMITTED & ISSUED WITHIN TWO WEEKS FROM BUILDING PERMIT ISSUANCE

VICINITY MAP



PROJECT DIRECTORY

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CONTACT: BERYL ROBINSON

ARCHITECT
LPA, INC.
5161 CALIFORNIA AVENUE, SUITE 100
IRVINE, CA 92617
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CONTACT: DAMON DUSTERHOFT

SHEET INDEX

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LPA
Irvine, CA

Griffin Structures, Inc.

BPM INVESTMENTS
6 Polaris Way
Aliso Viejo, CA 92656

Developed for
BPM INVESTMENTS

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Submittal	Date
SITE DEVELOPMENT PERMIT	08/28/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	09/30/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015

Job. No. 15084.10
Date 12.21.2015
Checked by
Scale –

GENERAL INFORMATION

A0.01

PROJECT BACKGROUND			
SITE ADDRESS	6 POLARIS WAY ALISO VIEJO, CA 92656		
ASSESSOR'S PARCEL NUMBER	623-481-49		
APPLICANT/AGENT	BEN SHAFFER, BPM INVESTMENTS, LLC, OWNER; CHRISTINE SHINGLETON, COMMUNITY STRATEGIC ADVISORS, AGENT		
PROPERTY OWNER	BPM INVESTMENTS, LLC		
GENERAL PLAN DESIGNATION	PROFESSIONAL OFFICE		
ZONING DISTRICT	PROFESSIONAL OFFICE		
EXISTING SITE SIZE	175,851 SF (4.037 ACRES)		
PROPOSED SITE SIZE	PARCEL 1: 134,285 SF (3.083 ACRES); PARCEL 2: 41,588 SF (0.954 ACRES)		
EXISTING CONDITIONS	EXISTING SITE IS A PARKING LOT AND EXISTING OFFICE BUILDING LOCATED WITHIN THE POLARIS CAMPUS WHICH INCLUDES FIVE OFFICE BUILDINGS RINGED BY SURFACE PARKING		
SURROUNDING AREA			
	LAND USES	ZONING	
NORTH	OFFICE, RETAIL AND SERVICE USES	BUSINESS PARK (BP-1)	
SOUTH	OFFICE USE	PROFESSIONAL OFFICE (PO)	
EAST	SINGLE FAMILY HOMES	MEDIUM DENSITY RESIDENTIAL (RM)	
WEST	OFFICE USE	PROFESSIONAL OFFICE (PO)	
DEVELOPMENT STANDARDS			
DEVELOPMENT STANDARDS	REQUIRED	PROPOSED OFFICE BUILDING	PROPOSED PARKING STRUCTURE
MAXIMUM BUILDING HEIGHT (AVMC 15.18.030)	MAX 65'-0"	40'-0" (T.O. MECH. SCREEN)	48'-8" (T.O. ELEVATOR TOWER)*
MINIMUM BUILDING SITE AREA (AVMC 15.18.030)	NO MINIMUM	41,588 SF (0.954 ACRES)	134,285 SF (3.083 ACRES)
MINIMUM BUILDING AREA (AVMC 15.18.030)	NO MINIMUM	42,400 GSF	148,500 GSF
MINIMUM FLOOR AREA RATIO (AVMC 15.18.030)	MAX. 1.5	42,400 GSF / 41,588 SF = 1.02	N.A.
MAXIMUM BUILDING SITE COVERAGE (AVMC 15.18.030)	N.A.	51%	25%
MINIMUM PARKING STANDARDS (AVMC 15.38.040)	SEE A1.01 PARKING TABULATIONS		
MINIMUM PERIMETER SETBACK (AVMC 15.18.030)	MIN. 20'-0"** 25'-0" (OFFICE BUILDING) 33'-0" (PARKING STRUCTURE)	31'-0"	39'-0"
MINIMUM INTERIOR LANDSCAPING (AVMC 15.18.030)	2.5% NET (W/IN PARKING AREAS) & 2.5% (W/IN NON PARKING AREAS)	SEE L1.02 LANDSCAPE TABULATIONS	SEE L1.02 LANDSCAPE TABULATIONS
MINIMUM BOUNDARY LANDSCAPING (AVMC 15.18.030)	MIN. AVERAGE 15' (ARTERIAL HWY) MIN. AVERAGE 10' (NONARTERIAL HWY)	34'-0" AVERAGE	34'-0" AVERAGE
MINIMUM PERCENTAGE OF DROUGHT TOLERANT PLANTING (AVMC 15.18.030)	50%	76.3% COMBINED TOTAL. SEE L1.02 LANDSCAPE TABULATIONS	
MINIMUM FENCE AND WALL HEIGHT (AVMC 15.22)	6'-0"	5'-0" RETAINING WALL	3'-0" RETAINING WALL
MINIMUM SCREENING (AVMC 15.62.060)	DESIGN GUIDELINES PROVIDED PER AVMC 15.62.060	DESIGN GUIDELINES MET***	
MINIMUM SIGNS (AVMC 15.34)	DESIGN GUIDELINES PROVIDED PER AVMC 15.34	1 & 6 POLARIS SIGNAGE WILL MEET PARK DESIGN GUIDELINES AND WILL BE PURSUANT TO AVMC 15.34.100 REQUIREMENTS	
NUMERICAL SUPPLEMENTAL REGULATIONS FOR NONRESIDENTIAL USES			
DEVELOPMENT STANDARDS	REQUIRED	PROPOSED OFFICE BUILDING	PROPOSED PARKING STRUCTURE
MAXIMUM FENCE HEIGHT (AVMC 15.22.020)	6'-0"	NONE PROVIDED	NONE PROVIDED
MAXIMUM ENCROACHMENTS INTO SETBACKS (AVMC 15.22.020)	3'-0"	NONE PROVIDED	NONE PROVIDED
MAXIMUM PATIO COVERS AND OPEN ACCESSORY STRUCTURES HEIGHT	12'-0"	12'****	NONE PROVIDED
MAXIMUM DETACHED ACCESSORY BUILDING HEIGHT	15'-0"	NONE PROVIDED	NONE PROVIDED
MAXIMUM OUTDOOR LIGHTING HEIGHT (AVMC 15.22.020 / 15.62.070)	24'-0" ABOVE FINISH GRADE	15'-0"	20'-0"
MAXIMUM CARETAKER RESIDENCE FLOOR AREA	600 SF	NONE PROVIDED	NONE PROVIDED
MAXIMUM OUTDOOR DINING AREA	1,000 SF	500 SF	NONE PROVIDED

*PARKING STRUCTURE WILL NOT REQUIRE SUBTERRANEAN PARKING. SEE SHEET A4.03 & A4.04 FOR PARKING STRUCTURE ELEVATIONS
**PER AVMC 15.18.030 ALL MINIMUM PERIMETER SETBACKS SHALL BE INCREASED 1 FT FOR EVERY FOOT IN HEIGHT ABOVE 35 (EXCEPT FOR SETBACKS FROM INTERIOR PROPERTY LINES) UP TO A REQUIRED MINIMUM SETBACK OF 50 FT.
***DESIGN GUIDELINES FOR AVMC 15.62.060 – SCREENING MET. SEE SHEET L1.01 – PRELIMINARY LANDSCAPE PLAN AND A1.03 FOR EAST FACADE TREATMENT FOR PARKING STRUCTURE
****SEE SHEET L1.01 FOR LOCATION. PROPOSED LOCATION MEETS AVMC 15.22.020 REQUIREMENT

LPA

Griffin Structures, Inc.

BPM INVESTMENTS
6 Polaris Way
Aliso Viejo, CA 92656

Developed for
BPM INVESTMENTS

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Submittal	Date
SITE DEVELOPMENT PERMIT	09/30/2015
REVISED SITE DEVELOPMENT PERMIT	09/12/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015
PLANNING APPLICATION (PA15-0026 RSP)	

Job. No.	15084.10
Date	12.21.2015
Checked by	
Scale	–

DEVELOPMENT SUMMARY

A0.02

AERIAL

1" = 100'

N

01

02

03

04

CONTEXT PHOTOS

A0.03

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6 Polaris Way
Aliso Viejo, CA 92656

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SITE DEVELOPMENT PERMIT RESUBMITTAL	10/23/2015
PLANNING APPLICATION (PA15-0280 SDP)	

Job No. 150BA.10
Date 12.21.2015
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Scale –



PROJECT IDENTIFICATION



EXISTING BUILDING ENTRANCE



SIGN PYLON





EXISTING POLARIS CAMPUS CONDITIONS





OUTDOOR LIGHTING FEATURES

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Aliso Viejo, CA 92656

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Submitte	Date
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REVISED SITE DEVELOPMENT PERMIT	09/21/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015

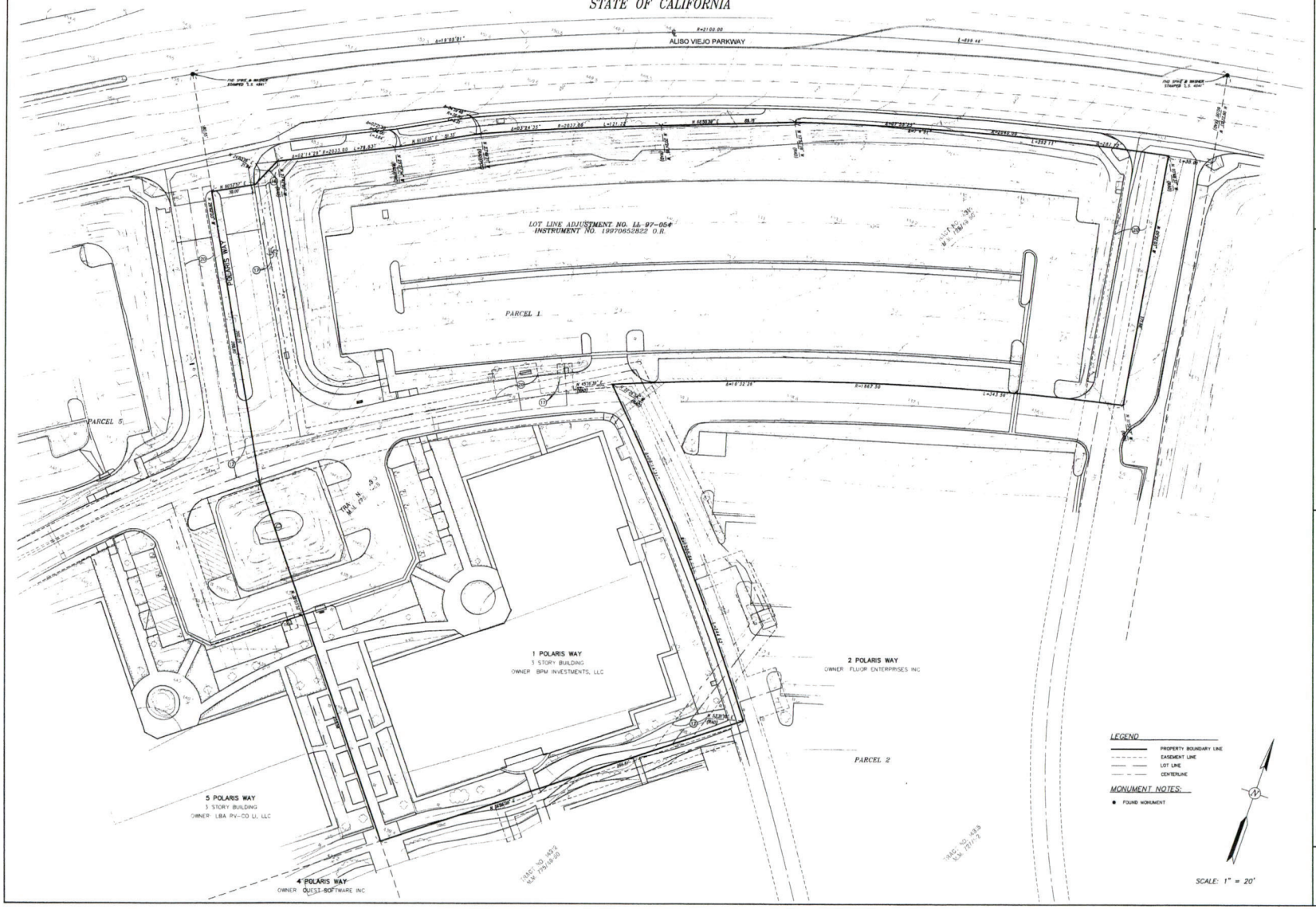
Job No.	15084.10
Date	12.21.2015
Checked by	
Scale	-

PLANNING APPLICATION (PA15-0062/0063)

EXISTING DETAILS

A0.04

ALTA/ACSM LAND TITLE SURVEY
IN THE INCORPORATED TERRITORY
CITY OF ALISO VIEJO, COUNTY OF ORANGE,
STATE OF CALIFORNIA



REVISIONS

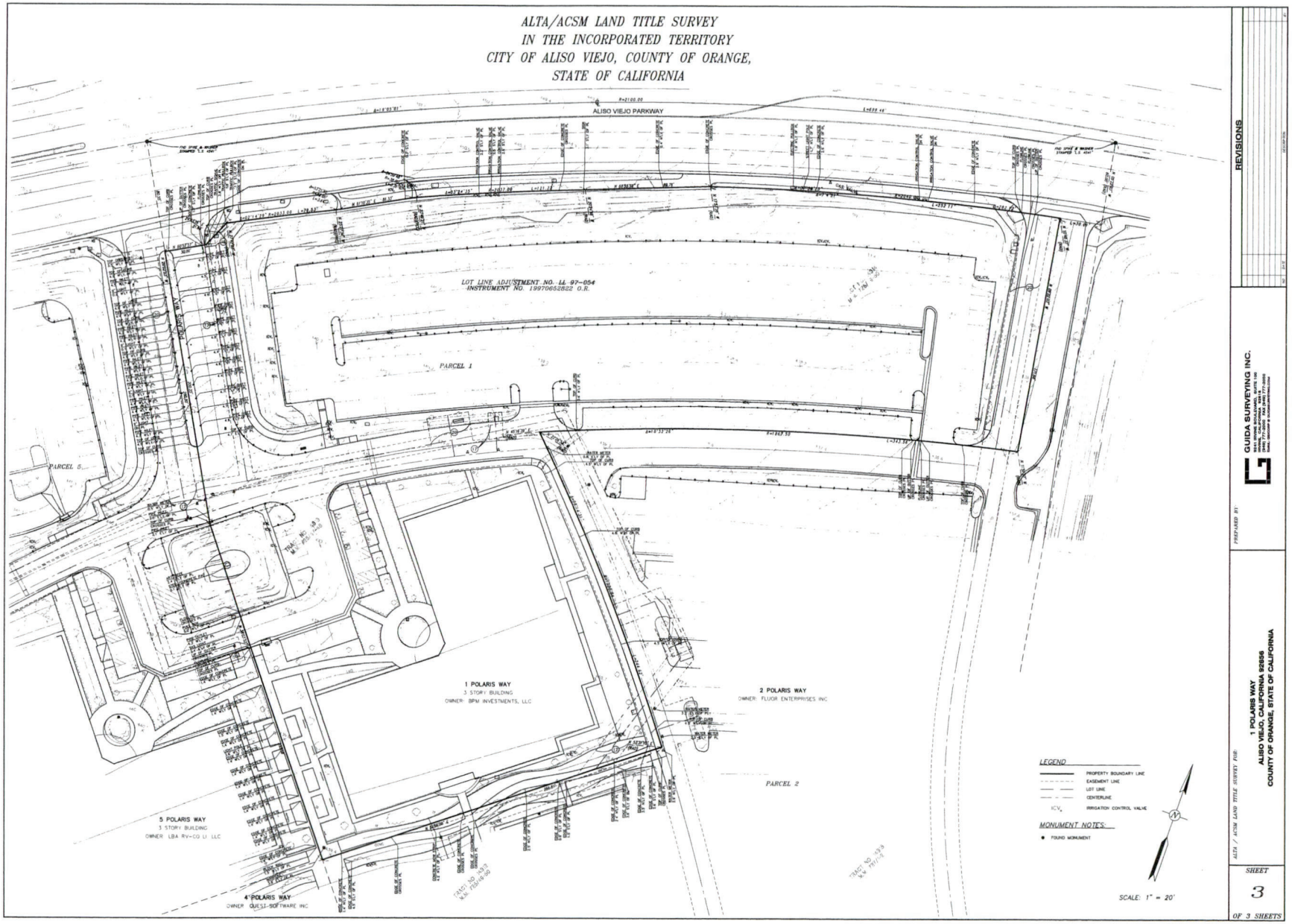
PREPARED BY:

GUIDA SURVEYING INC.
9841 IRVINE BOULEVARD, SUITE 100
IRVINE, CALIFORNIA 92618
(949) 727-3000 FAX (949) 727-1656
WWW.GUIDASURVEY.COM

ALTA / ACSM LAND TITLE SURVEY FOR:

1 POLARIS WAY
ALISO VIEJO, CALIFORNIA 92656
COUNTY OF ORANGE, STATE OF CALIFORNIA

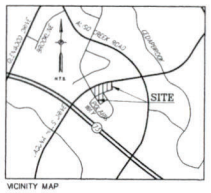
SHEET
2
OF 3 SHEETS


ALTA/ACSM LAND TITLE SURVEY
IN THE INCORPORATED TERRITORY
CITY OF ALISO VIEJO, COUNTY OF ORANGE,
STATE OF CALIFORNIA
ALISO VIEJO PARKWAY
LOT LINE ADJUSTMENT NO. LL 97-054
INSTRUMENT NO. 19970652822 O.R.
PARCEL 1
PARCEL 2
PARCEL 3
1 POLARIS WAY
3 STORY BUILDING
OWNER: BPM INVESTMENTS, LLC
2 POLARIS WAY
OWNER: FLUOR ENTERPRISES INC
5 POLARIS WAY
3 STORY BUILDING
OWNER: LBA RV-CO LI, LLC
4 POLARIS WAY
OWNER: QUEST SOFTWARE INC
LEGEND
PROPERTY BOUNDARY LINE
EASEMENT LINE
LOT LINE
CENTERLINE
ICV
IRRIGATION CONTROL VALVE
MONUMENT NOTES:
FOUND MONUMENT
SCALE: 1" = 20'
REVISIONS
PREPARED BY:
GUIDA SURVEYING INC.
ALTA / ACSM LAND TITLE SURVEY FOR:
1 POLARIS WAY
ALISO VIEJO, CALIFORNIA 92656
COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET
3
OF 3 SHEETS

TENTATIVE PARCEL MAP NO. 2015-155
IN THE INCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA

PARCEL 1 AS SHOWN ON EXHIBIT "B" OF LOT LINE ADJUSTMENT NO. LL 97-054, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED DECEMBER 19, 1997, AS INSTRUMENT NO. 19970635822 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

(INFORMATION ONLY)



VICINITY MAP

DATE OF SURVEY:
JUNE 11, 2015

SUBDIVIDER / OWNER:
BPM INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SITE ADDRESS:
1 POLARIS WAY
ALISO VIEJO, CALIFORNIA 92656
COUNTY OF ORANGE

SITE AREA:
172,651 SQ. FT.
4.037 ACRES

PARCEL AREA:
PARCEL 1 – 3.083 ACRES
PARCEL 2 – 0.954 ACRES

ASSESSORS PARCEL MAP NO..
623-481-49

LEGEND
BOUNDARY
LOT LINE
CENTERLINE

UTILITY SERVICE AGENCIES:
ELECTRIC: SDG&E (800) 411-7343 WWW.SDGE.COM; SOUTHERN CALIFORNIA EDISON COMPANY (800) 655-4555 WWW.SCE.COM
GAS: THE GAS COMPANY (800) 427-2200 WWW.SOCALGAS.COM
WATER: EL TORO WATER DISTRICT (949) 837-7050 WWW.ETWD.COM; MOULTON NIGUEL WATER DISTRICT (949) 831-2500 WWW.MNWD.COM
CABLE/TELEPHONE: AT&T (800) 310-2355 WWW.ATT.COM; COX COMMUNICATIONS (949) 720-2500 WWW.COX.COM

LEGAL DESCRIPTION:

REFERENCE IS MADE TO PARCEL OF LAND OF TITLE REPORT NO.997-23040225-B PREPARED BY FIDELITY NATIONAL TITLE COMPANY, DATED JANUARY 16, 2015.

REAL PROPERTY IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 AS SHOWN ON EXHIBIT "B" OF LOT LINE ADJUSTMENT NO LL 97-054, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED DECEMBER 19, 1997, AS INSTRUMENT NO. 19970635822 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL PRESENTLY UNRESERVED MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM THE PROPERTY WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF THE PROPERTY FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM THE PROPERTY BY MEANS OF MINES, WELLS, DERRICKS OR OTHER FACILITIES LOCATED ON SAID LOCATIONS ON ADJOINING OR NEIGHBORING LANDS, BUT NOT BELOW A PLANE 500 FEET BELOW UNDERTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE PROPERTY OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER, AS RESERVED BY SHEA HOMES LIMITED PARTNERSHIP IN THE DEED RECORDED DECEMBER 19, 1997, AS INSTRUMENT NO. 19970635373, OF OFFICIAL RECORDS.

PARCEL B

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PARKING, UTILITIES AND OTHER MATTERS ON, OVER, UNDER OR ACROSS PORTIONS OF PARCELS 2, 3, 4 AND 5 AS SHOWN ON EXHIBIT "B" ATTACHED TO LOT LINE ADJUSTMENT NO. LL 97-054 RECORDED DECEMBER 19, 1997 AS INSTRUMENT NO. 19970635822 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, AS SAID EASEMENTS ARE SET FORTH AND DEFINED IN ARTICLE 2 IN THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENT AND COVENANTS EXECUTED BY FLUOR ENTERPRISES, A CALIFORNIA CORPORATION, RECORDED MARCH 31, 2004, AS INSTRUMENT NO. 20040038241 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

A: APN(s): 623-481-49

EASEMENTS:

REFERENCE IS MADE TO PARCEL OF LAND OF TITLE REPORT NO.997-23040225-B PREPARED BY FIDELITY NATIONAL TITLE COMPANY, DATED JANUARY 16, 2015.

○ DENOTES EASEMENT PLOTTED AS SHOWN, PER THE ABOVE REFERENCED TITLE REPORT. THE FOLLOWING EASEMENTS AFFECT THIS PROPERTY:

(7) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT

GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, IT'S SUCCESSORS AND/OR ASSIGNS
PURPOSE: PUBLIC UTILITIES
RECORDING DATE: MARCH 8, 1989
RECORDING NO: 19890163498, OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT

LIMITATIONS ON THE USE, BY THE OWNERS OF SAID LAND, OF THE EASEMENT AREA AS SET FORTH IN THE EASEMENT DOCUMENT SHOWN HEREINABOVE.

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

(8) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT

GRANTED TO COUNTY OF ORANGE
PURPOSE: STREET AND HIGHWAY
RECORDING DATE: MAY 3, 2000
RECORDING NO: 20000203141, OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

(10) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT

GRANTED TO: MOULTON NIGUEL WATER DISTRICT, IT'S SUCCESSORS AND/OR ASSIGNS
PURPOSE: SEWER, WATER AND RECLAIMED WATER PIPELINES AND APPURTENANT FACILITIES FOR TRANSMISSION
RECORDING DATE: SEPTEMBER 20, 2000
RECORDING NO: 20000491037, OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

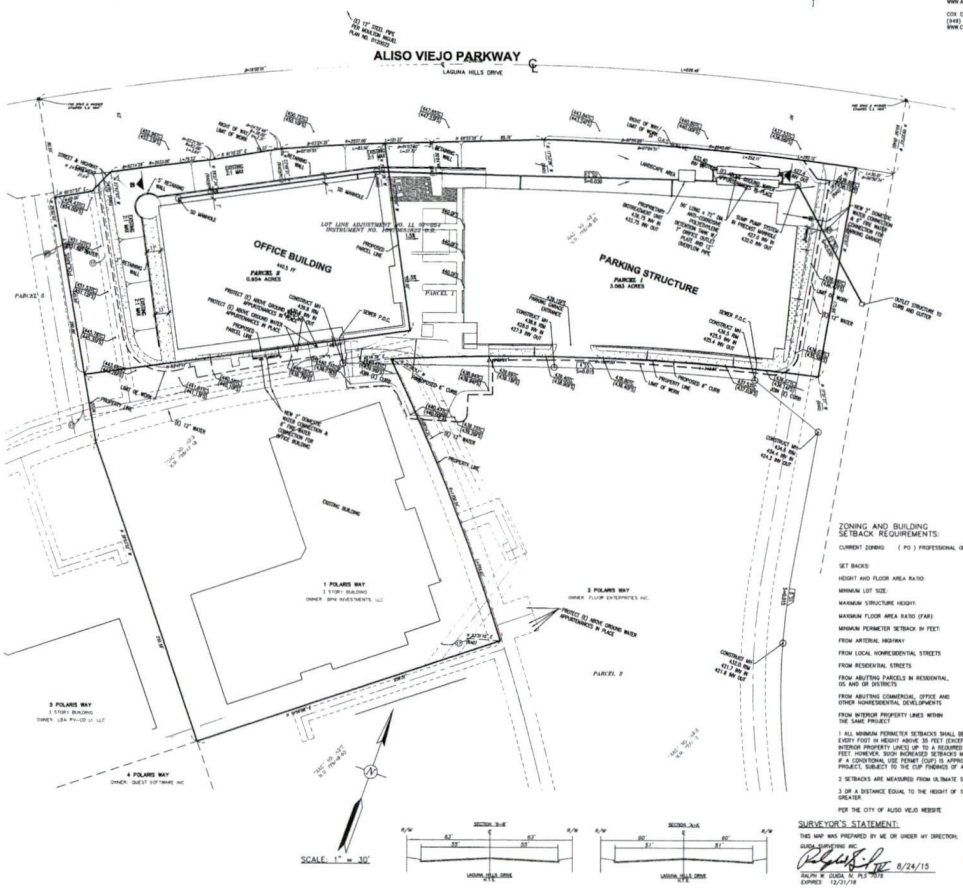
FLOOD ZONE NOTE:

THE PROPERTY HAS BEEN IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS (FIRM) NO. 06059C0436J, REVISED DECEMBER 3, 2009, AS BEING LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PER THE FEMA WEBSITE

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON A CALCULATED LINE BETWEEN TWO FOUND MONUMENTS ALONG THE CENTERLINE OF LAGUNA HILLS DRIVE BEING NORTH 70°28'55" EAST, PER PARCEL MAP NO. 1433, BOOK 739 PAGES 47-48 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.



ZONING AND BUILDING SETBACK REQUIREMENTS:

CURRENT ZONING: (PO) PROFESSIONAL OFFICE

SET BACKS:

HEIGHT AND FLOOR AREA RATIO:

MINIMUM LOT SIZE:	NO MINIMUM
MAXIMUM STRUCTURE HEIGHT:	65 FEET
MAXIMUM FLOOR AREA RATIO (FAR)	1.5
MINIMUM PERIMETER SETBACK IN FEET:	
FROM ARTERIAL HIGHWAY	20 FEET
FROM LOCAL NONRESIDENTIAL STREETS	20 FEET
FROM RESIDENTIAL STREETS	20 FEET
FROM ABUTTING PARCELS IN RESIDENTIAL, OS AND OR DISTRICTS	20 FEET
FROM ABUTTING COMMERCIAL, OFFICE AND OTHER NONRESIDENTIAL DEVELOPMENTS	10 FEET
FROM INTERIOR PROPERTY LINES WITHIN THE SAME PROJECT	0 FEET

1 ALL MINIMUM PERIMETER SETBACKS SHALL BE INCREASED 1 FOOT FOR EVERY FOOT IN HEIGHT ABOVE 35 FEET (EXCEPT FOR SETBACKS FROM INTERIOR PROPERTY LINES) UP TO A REQUIRED MINIMUM SETBACK OF 50 FEET. HOWEVER, SUCH INCREASED SETBACKS MAY BE REDUCED TO 30 FEET IF A CONDITIONAL USE PERMIT (CUP) IS APPROVED FOR AN INDIVIDUAL PROJECT, SUBJECT TO THE CUP FINDINGS OF AVMC 15.74.040.

2 SETBACKS ARE MEASURED FROM ULTIMATE STREET RIGHT-OF-WAY LINE.

3 OR A DISTANCE EQUAL TO THE HEIGHT OF THE BUILDING, WHICHEVER IS GREATER.

PER THE CITY OF ALISO VIEJO WEBSITE

SURVEYOR'S STATEMENT:

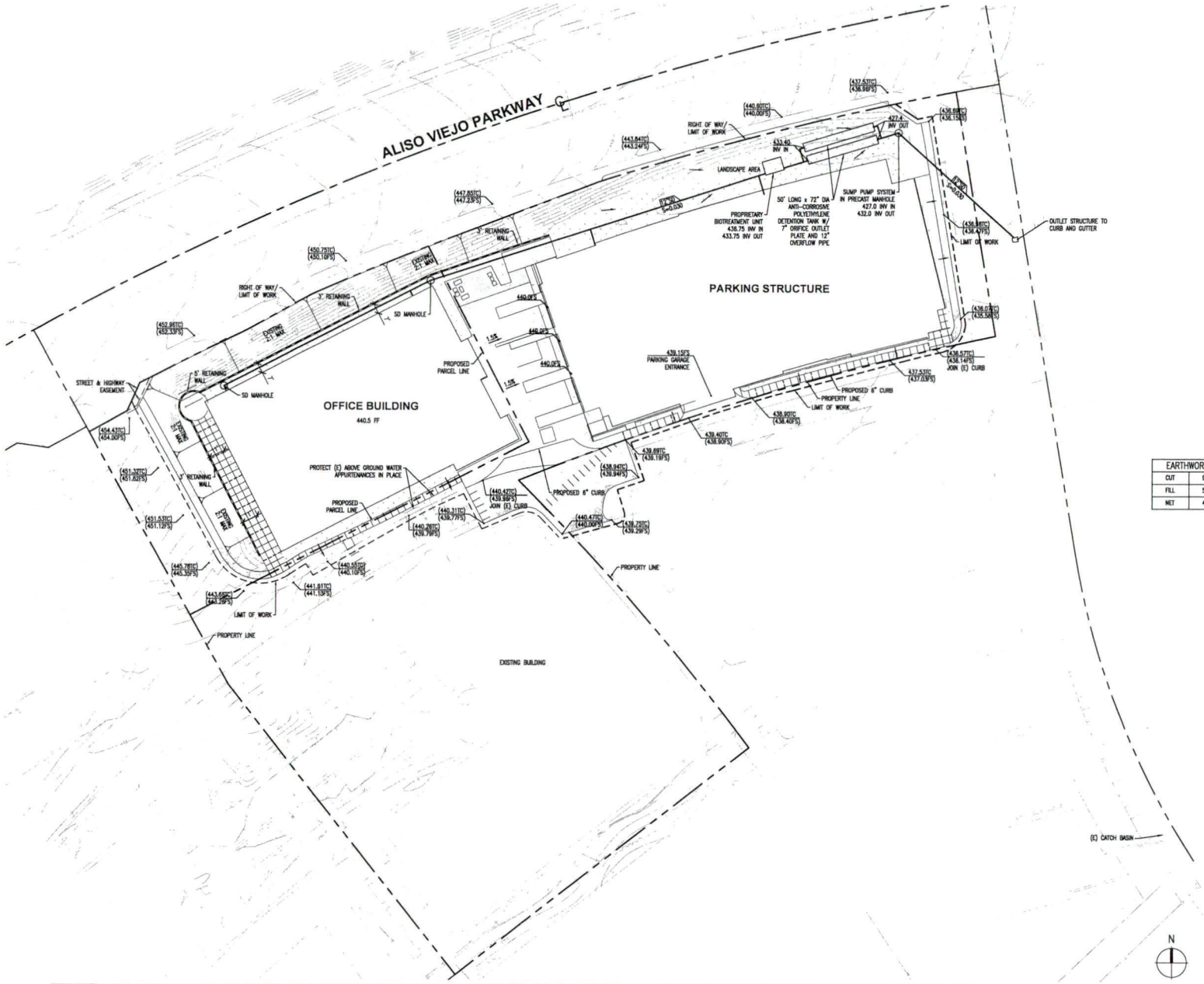
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION;
GUIDA SURVEYING INC.
RALPH W. GUIDA, PLS 7519
EXPIRES: 12/31/16
8/24/15

REVISIONS

GUIDA SURVEYING INC.
1026 E. CHAPMAN AVE., SUITE 203
ORANGE, CALIFORNIA 92866-1605
PHONE: (714) 639-9990 FAX: (714) 639-9991
EMAIL: GUIDA@GUIDASURVEYING.COM

PROJECT ADDRESS:
COMMERCIAL BUILDING
1 POLARIS WAY
ALISO VIEJO, CALIFORNIA 92656

SHEET
1
OF 1 SHEETS



EARTHWORK QUANTITIES	
CUT	990.54 CY
FILL	506.07 CY
NET	484.46 CY (CUT)

PRELIMINARY GRADING & DRAINAGE PLAN | 1" = 30' | 01

LPA, Inc.

Griffin Structures, Inc.

BPM INVESTMENTS

6 Polaris Way
Aliso Viejo, CA 92656

Developed for
BPM INVESTMENTS

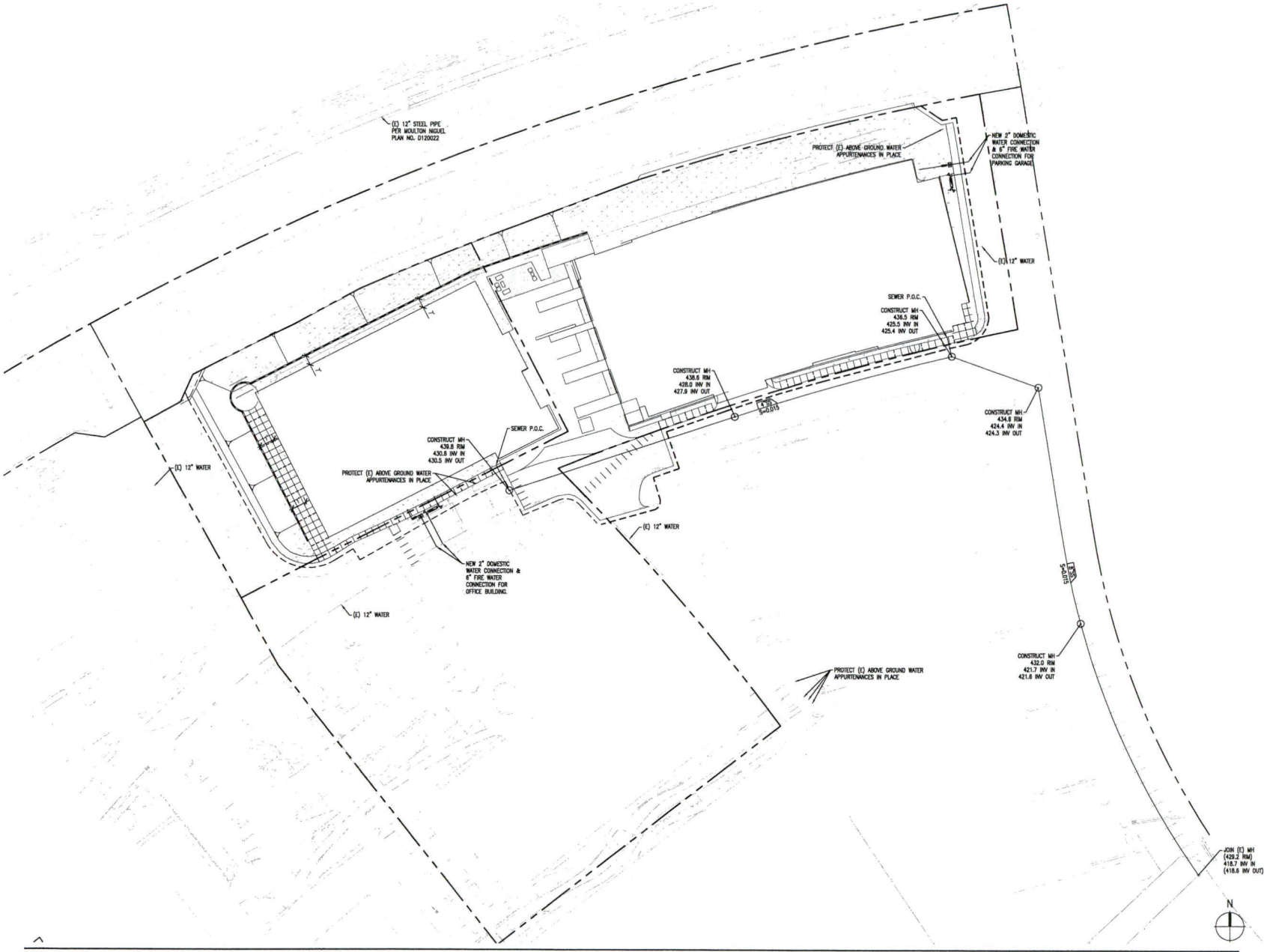
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Submittal	Date
SITE DEVELOPMENT PERMIT	09/30/2015
REVISED SITE DEVELOPMENT PERMIT	09/21/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015
PLANNING APPLICATION (PA15-030/031)	

Job. No.	15084.10
Date	12.21.2015
Checked by	
Scale	AS NOTED

PRELIMINARY GRADING & DRAINAGE PLAN

C1.00



PRELIMINARY WET UTILITY PLAN | 1" = 30' | 01

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6 Polaris Way
Aliso Viejo, CA 92656

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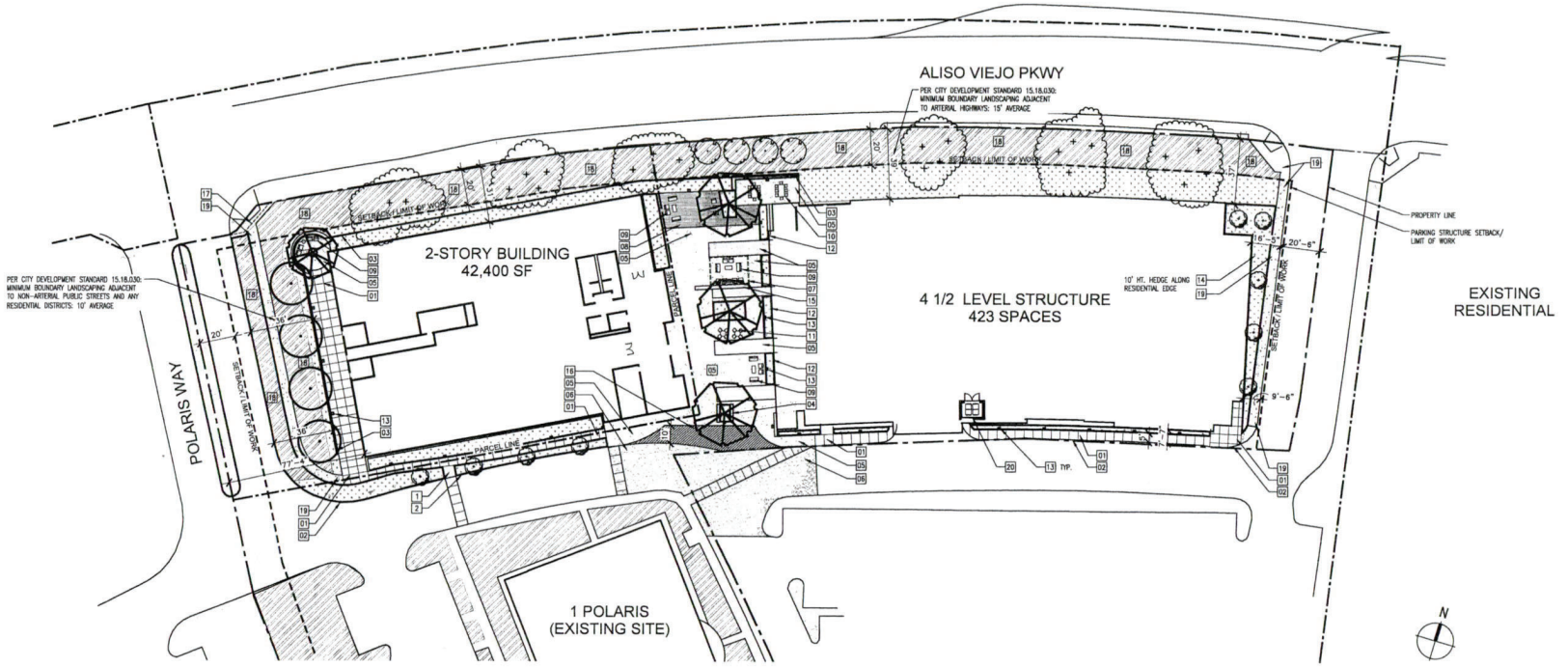
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Submittal	Date
SITE DEVELOPMENT PERMIT	09/30/2015
REVISED SITE DEVELOPMENT PERMIT	09/21/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015
PLANNING APPLICATION (PA15-035 SDP)	

Job No.	15064.10
Date	12.21.2015
Checked by	
Scale	AS NOTED

PRELIMINARY WET UTILITY PLAN

C2.00



NOTE:
1. SEE A1.01 FOR SITE ELEVATION / SECTION LINE LOCATIONS

SITE PLAN 1" = 30' 01

PLANTING AND IRRIGATION NOTES

a. All proposed irrigation and planting shall comply with the Aliso Viejo Water Efficient Landscape Program including – Chapter 7.30 (Water Efficient Landscape Regulations) of Aliso Viejo Municipal Code and Guidelines for implementation of the City of Aliso Viejo Water Efficient Landscape Regulations
b. Proposed Irrigation Controller installed will be a smart automatic irrigation controller and water supply shall be City provided recycled water
c. The EAWU allowable for the landscaped area shall not exceed the MAWA
d. The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation flows onto non-targeted areas
e. The irrigation system shall conform to the hydrozones of the landscape design plan
f. All existing irrigation and planting (trees, shrubs, groundcover) within AVCA common area and parkway are to be protected in place
g. Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for plants selected
h. A 2" minimum layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas or creeping groundcovers
i. Per City Design Standard 15.62.060 – A minimum of 50 percent of plant material shall be of drought-tolerant varieties consistent with the city's approved plant palette
j. Per City Design Standard 15.62.060 – Minimum Tree size: eight feet high (measured from the top of container) with at least 30 percent to be minimum 24-inch box size
k. Per City Design Standard 15.62.060 – Maximum Tree spacing in parkways, entry drives, street medians, parking lot planter strips, and project boundary strips: average 30 feet. Trees may be planted either in irregular clusters or at equal intervals provided the preceding average spacing is achieved.
l. Per City Design Standard 15.62.060 – Minimum Shrub size: one gallon minimum with at least 30 percent to be five-gallon and maximum spacing : average 10 feet
m. Per City Design Standard 15.62.060 – Ground Cover Minimum size: Hand-planted plugs with minimum density of one foot on center, or other density as approved by the director
n. Per City Design Standard 15.62.060 – Root Barriers: Trees planted within 15 feet of walls or pavement shall be installed with root barriers to help prevent foundation or pavement damage.
o. Per City Design Standard 15.62.060 – Utility boxes such as power transformers, irrigation controllers, telephone connection boxes, etc., not placed underground shall be effectively screened by means of shrubs or other landscape treatment.
p. Per City Design Standard 15.62.060 – In order 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.

LIGHTING NOTES

a. All exterior light fixtures will be simple in design and color and compatible with existing Building and Sub-Association.
b. Lighting to be compliant with National Electrical Code, Illuminating Engineering Society Standards, Industry Standards and appropriately address security concerns
c. Lighting to be installed will comply with California building code title 24, 2013 and California green building code 2013
d. Lighting to be metal halide or LED
e. Outdoor lighting shall conform to the provisions of AVMC 15.62.070.
f. Per City Design Standard 15.62.070 – the light source for pole mounted lights shall be located no higher than 24' above finish grade in nonresidential districts
g. Per City Design Standard 15.62.070 – lighting shall be designed and shielded to minimize spillover onto neighboring properties
h. Per City Design Standard 15.62.070 – bollard or other low-height lighting shall be used whenever possible for pedestrian areas. Light fixture design shall harmonize with and enhance the character of the project.

LANDSCAPE NOTES

PARCEL TABULATIONS (REFER TO ARCH. SITE PLAN):
EXISTING GROSS AREA (PL): 175,872 SF / 4.03 ACRES
EXISTING NET PARCEL: 134,164 SF / 3.08 ACRES
PROPOSED NET PARCEL: 41,382 SF / 0.95 ACRES

LANDSCAPE TABULATIONS:
EXISTING LANDSCAPE AREA: 55,500 SF / 1.27 ACRES
PROPOSED LANDSCAPE AREA: 56,970 SF / 1.3 ACRES

INTERIOR LANDSCAPE AREA PER 15.18.030:
(RATIO REQUIREMENT: 2.5% MIN. LANDSCAPE)
TOTAL LANDSCAPE AREA (NON-PARKING): 37,318 SF / .85 ACRES – RATIO = 21%
TOTAL LANDSCAPE AREA (PARKING): 19,652 SF / .45 ACRES – RATIO = 11%

DROUGHT TOLERANT LANDSCAPE:
REQUIREMENT: A MINIMUM OF 50% OF ALL LANDSCAPE TO BE DROUGHT TOLERANT
PROPOSED PERCENTAGE OF LANDSCAPE TO BE DROUGHT TOLERANT: 76.3%

LANDSCAPE TABULATIONS

PRELIMINARY SHRUBS/GROUNDCOVERS:

ANIGOZANTHOS SPP. / KANGAROO PAW
ARCTOSTAPHYLOS 'HOWARD MCMINN' / MANZANITA
BACCHARIS CENTENNIAL / DESERT BROOM
BOUTELOUA FRACILIS / MOSQUITO GRASS
CALAMAGROSIS X 'KARL FOERSTER' / FEATHER REED GRASS
CALLISTEMON 'LITTLE JOHN' / NCN
CAREX PANSA / CALIFORNIA MEADOW SEDGE
CARISSA MACROCAPA / NATAL PLUM
CEANOTHUS SPP. / WILD LILAC
CHONDROPETALUM TECTORUM/ CAPE RUSH
DODONEA VISCOSA / HOP BUSH
ESCALLONIA ' RUBRA' / RED ESCALLONIA
LAVANDULA SPP. / LAVENDER
LEONOTIS LEONURUS / LION'S TAIL
LEPTOSPERMUM SCOPARIUM / TEA TREE
LOMANDRA LONGIFOLIA / MAT RUSH
HESPERALOE PARVIFOLIA / RED YUCCA
MISCANTHUS SPP. / SILVER GRASS
MYOPORUM SPP. / NCN
PHLOMIS FRUTICOSE / JERUSALEM SAGE
PHORMIUM SPP. / FLAX
PODOCARPUS MACROPHYLLUS /
TRACHELOSPERMUM JASMINOIDES / STAR JASMINE

VINES (FOR GREEN SCREEN):
PARTHENOCISSUS QUINQUEFOLIA / VIRGINA CREEPER
FICUS PUMILIA / CREEPING FIG

PRELIMINARY TREES

QTY		
		EXISTING PALM TREE – PROTECT IN PLACE
		EXISTING TREES – PROTECT IN PLACE
4		QUERCUS VIRGINIANA / SOUTHERN LIVE OAK
4		CHILTALPA TASHKENTENSIS/CHITALPA
9		MELALEUCA QUINQUENERVIA / CAJEPUT TREE
4		ARBUTUS UNEDO/STRAWBERRY TREE
		EXISTING LANDSCAPE – PROTECT IN PLACE
		PROPOSED LANDSCAPE

PRELIMINARY PLANTING PALETTE

PROPERTY LINE
SETBACK / LIMIT OF WORK
PARCEL LINE

01	CONCRETE SIDEWALK
02	CONCRETE CURB
03	CONCRETE RETAINING WALL – 3'HT TYP ALONG ALISO VIEJO PKWY AND POLARIS / 5' AT CORNER – REFER TO CIVIL PLAN FOR MORE INFORMATION
04	CONCRETE SEAT WALL – 18-24" HT
05	ACCENT PAVING
06	PERMEABLE PAVING / ACCENT PAVING
07	CANOPY
08	DECKING
09	LOUNGE FURNITURE
10	CONFERENCE TABLES
11	CAFE TABLES
12	GREEN SCREEN – 10' TALL STEEL TRELLIS ATTACHED TO GARAGE
13	PEDESTRIAN LIGHT – BOLLARD OR POLE LIGHT
14	LANDSCAPE SCREEN / BUFFER AT RESIDENTIAL EDGE
15	PLANTING HEDGE
16	LOADING AREA
17	STREET AND HIGHWAY EASEMENT
18	EXISTING PLANTING – PROTECT IN PLACE WHERE POSSIBLE
19	EXISTING SIDEWALK – PROTECT IN PLACE
20	TRASH ENCLOSURE – WILL COMPLY W/ CITY DESIGN STANDARD 15.62.080.F

LANDSCAPE KEYNOTES

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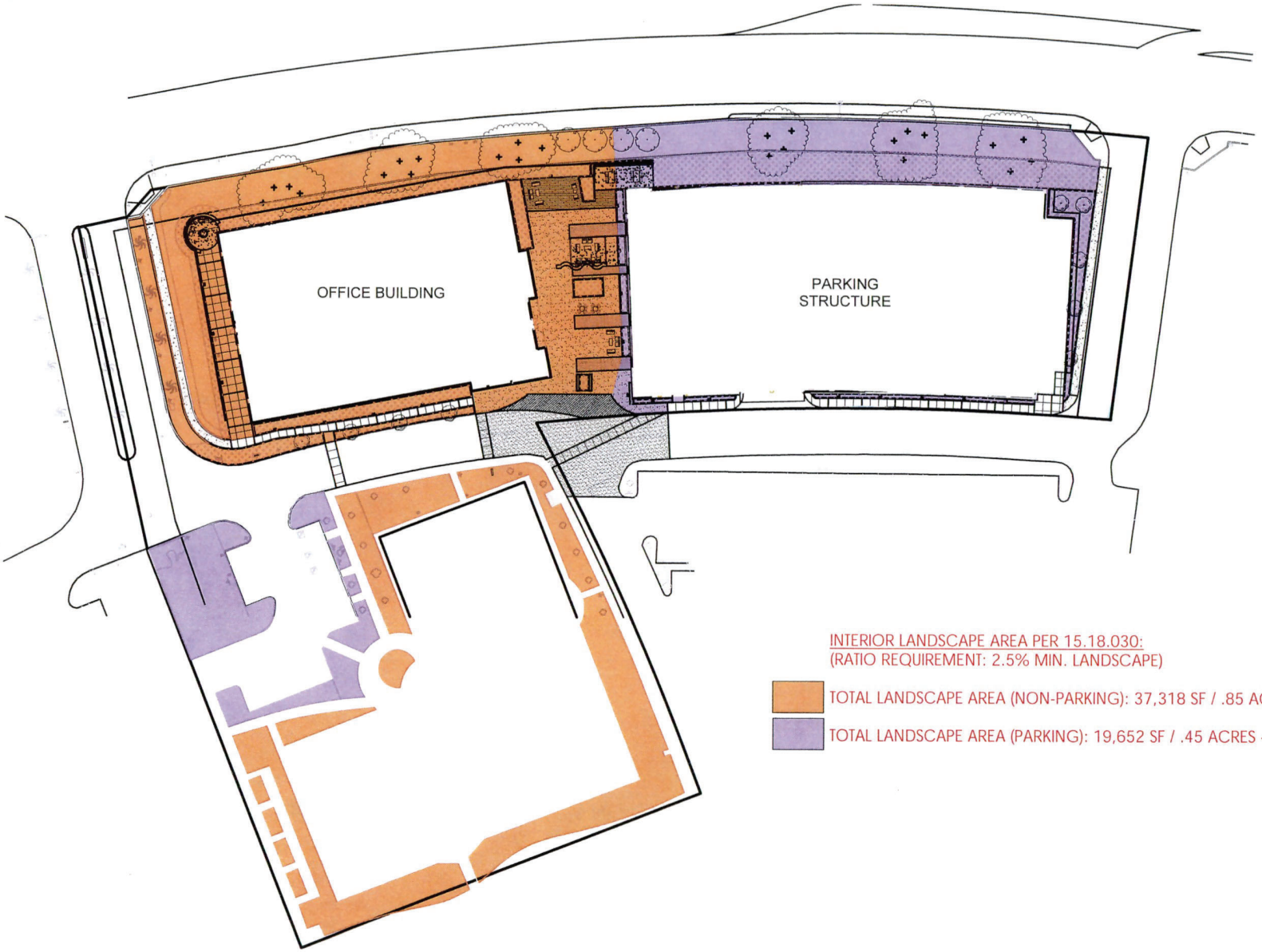
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SITE DEVELOPMENT PERMIT	06/30/2015
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SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015
PLANNING APPLICATION (PA15-020-SDP)	

Job. No. 15084.10
Date 12.21.2015
Checked by
Scale 1" = 30'

PRELIMINARY LANDSCAPE PLAN

L1.01



INTERIOR LANDSCAPE AREA PER 15.18.030:
(RATIO REQUIREMENT: 2.5% MIN. LANDSCAPE)

TOTAL LANDSCAPE AREA (NON-PARKING): 37,318 SF / .85 ACRES - RATIO = 21%

TOTAL LANDSCAPE AREA (PARKING): 19,652 SF / .45 ACRES - RATIO = 11%

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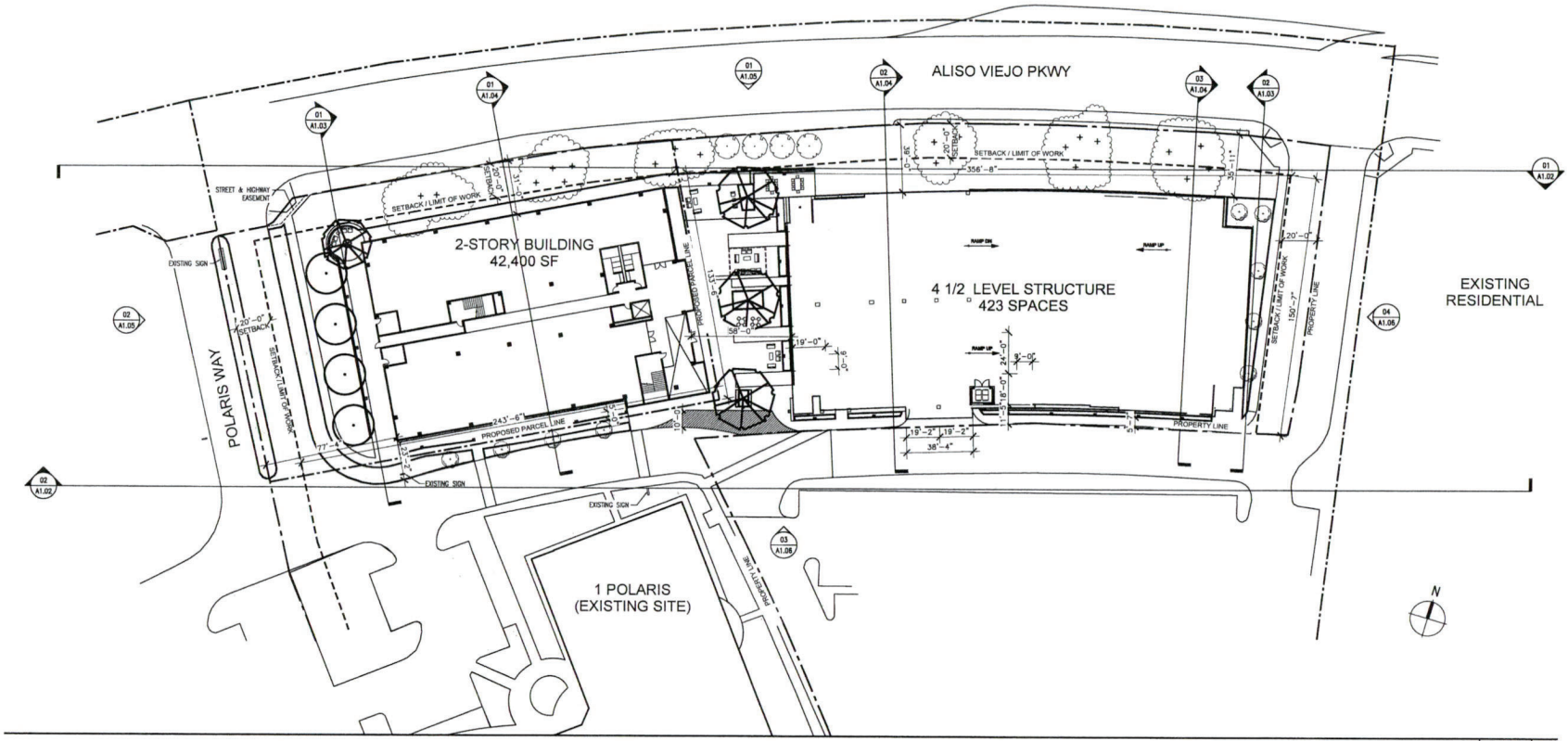
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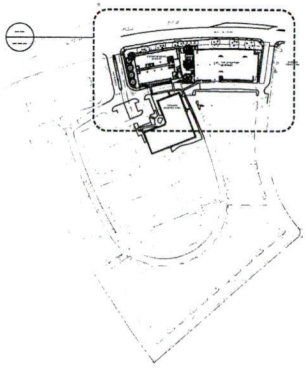
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Date 12.21.2015
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Scale 1" = 30'

LANDSCAPE AREA EXHIBIT

L1.02



SITE PLAN 1" = 30' 01



OVERALL SITE KEY PLAN (N.T.S.)

1 & 6 POLARIS SIGNAGE WILL MEET PARK DESIGN GUIDELINES AND WILL BE PURSUANT TO AVMC 15.34.100 REQUIREMENTS
PER AVMC SECTION 15.38.080 C, D, AND E PARKING STRUCTURE:
NO SUPPORT POSTS OR OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN TWO FEET OF ANY PARKING STALL, EXCEPT THAT SUCH OBSTRUCTIONS ARE ALLOWED ADJACENT TO THE STALL WITHIN THE FIRST SIX FEET OF THE FRONT OF THE STALL, INCLUDING ANY OVERHANG AREA.
BLIND CORNERS SHALL BE PROVIDED WITH VIEWING MIRRORS MAINTAINED IN A POSITION AND CONDITION TO PROVIDE ADEQUATE SIGHT DISTANCE.
THE INTERIOR TREATMENT SHALL INCLUDE A COORDINATED INTERIOR SIGN PROGRAM DESIGNED TO IDENTIFY PARKING LEVELS AND LOCATE STAIRWELLS, ELEVATORS, PHONES, EXITS, AND OTHER INTERIOR FEATURES. INTERIOR COLORS SHALL BE OF LIGHT SHADES.

PARKING TABULATIONS				
		PARKING REQUIRED	PARKING PROVIDED	STALLS IN SURPLUS PER CODE
1 POLARIS	76,186 SF	305 SPACES AT 4/1KSF	244 SPACES	-61 SPACES
6 POLARIS	42,400 SF	170 SPACES AT 4/1KSF	194 SPACES 4.57 / 1KSF	24 SPACES
TOTAL	118,586 SF	474 SPACES	438 SPACES	-36 SPACES / 7.6% REDUCTION
PARKING STRUCTURE FOR 1&6 POLARIS				
EXISTING PARKING TO BE DISPLACED			- 229 SPACES	
ADDED VEHICLE PARKING			423 SPACES	
ADA PARKING FOR 1& 6 POLARIS (INCLUDES 2 VAN ACCESSIBLE SPACES)*		18 SPACES	18 SPACES	
MOTORCYCLES**		5 SPACES	SEE NOTE	
BICYCLES**		22 SPACES	SEE NOTE	

*ALISO VIEJO ZONING CODE 15.38.040 NON-RESIDENTIAL PARKING REQUIREMENTS
**ALISO VIEJO ZONING CODE 15.38.110 RV, MOTORCYCLE AND BICYCLE PARKING
NOTE: PER CODE 15.38.120.B – REQUESTED EXCEPTION PERMIT FOR 7.6% DEFICIENCY IN PARKING

CITY OF ALISO VIEJO ZONING AND BUILDING SETBACK REQUIREMENTS (AVMC 15.18.030):			
REQUIREMENT		PROPOSED BUILDING	PROPOSED PARKING STRUCTURE
MINIMUM LOT SIZE	NO MINIMUM	41,588 SF (0.954 ACRES)	134,285 SF (3.083 ACRES)
MAXIMUM STRUCTURE HEIGHT	MAX. 65'-0"	40'-0" (T.O. MECH. SCREEN)	48'-8" (T.O. ELEVATOR TOWER)
MINIMUM PERIMETER SETBACK IN FEET:			
FROM ARTERIAL HIGHWAY	MIN. 20'-0"** 25'-0" (OFFICE BUILDING) 33'-0" (PARKING STRUCTURE)	31'-0"	39-0"
FROM LOCAL NONRESIDENTIAL STREETS	MIN. 20'-0"	N.A.	N.A.
FROM RESIDENTIAL STREETS	MIN. 20'-0"	N.A.	N.A.
FROM ABUTTING PARCELS IN RESIDENTIAL, OS, AND OR DISTRICTS	MIN. 20'-0"	N.A.	N.A.
FROM ABUTTING COMMERCIAL, OFFICE AND OTHER NONRESIDENTIAL DEVELOPMENTS	MIN. 10'-0"	N.A.	N.A.
FROM INTERIOR PROPERTY LINES WITHIN THE SAME PROJECT	MIN. 0'-0"	5'-0"	5'-7"
PARCEL TABULATIONS:			
1 POLARIS EXISTING BUILDING AREA	76,188 GSF		
EXISTING PARCEL GROSS	4.03 ACRES		
EXISTING PARCEL NET	3.08 ACRES		
		PROPOSED BUILDING	PROPOSED PARKING STRUCTURE
PROPOSED PARCEL NET		41,588 SF (0.954 ACRES)	134,285 SF (3.083 ACRES)
PROPOSED BUILDING AREA		42,400 GSF	148,500 GSF
PROPOSED BUILDING HEIGHT		40'-0" (T.O. MECH. SCREEN)	48'-8" (T.O. ELEVATOR TOWER)

*SEE A0.02 FOR DEVELOPMENT SUMMARY
**PER AVMC 15.18.030 ALL MINIMUM PERIMETER SETBACKS SHALL BE INCREASED 1 FT FOR EVERY FOOT IN HEIGHT ABOVE 35 (EXCEPT FOR SETBACKS FROM INTERIOR PROPERTY LINES) UP TO A REQUIRED MINIMUM SETBACK OF 50 FT.

NOTES

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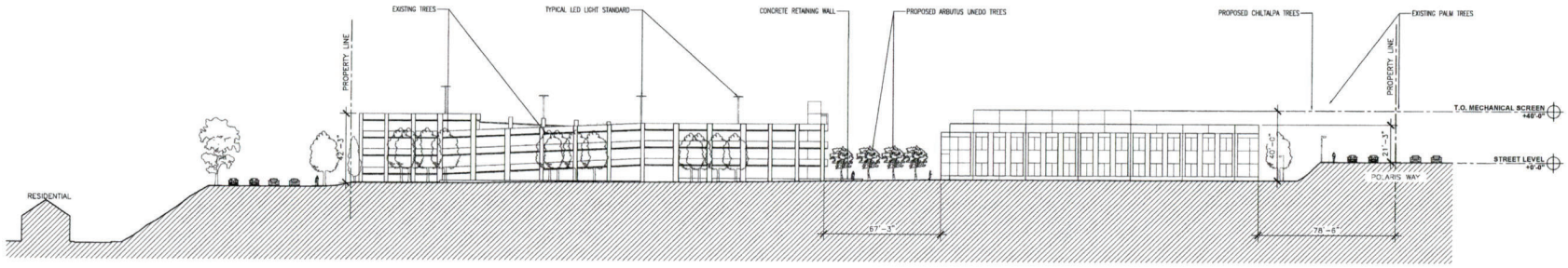
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PLANNING APPLICATION (PA15-026 SDP)	

Job. No. 15084.10
Date 12.21.2015
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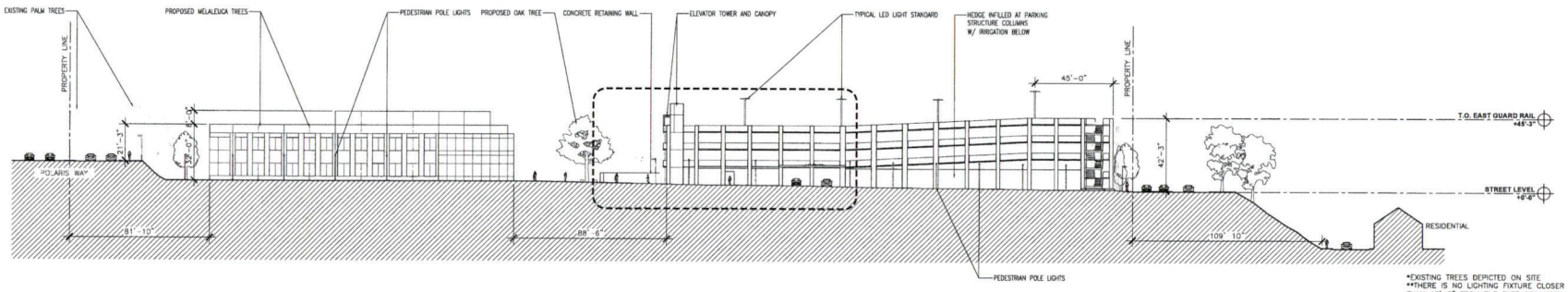
SITE PLAN

A1.01



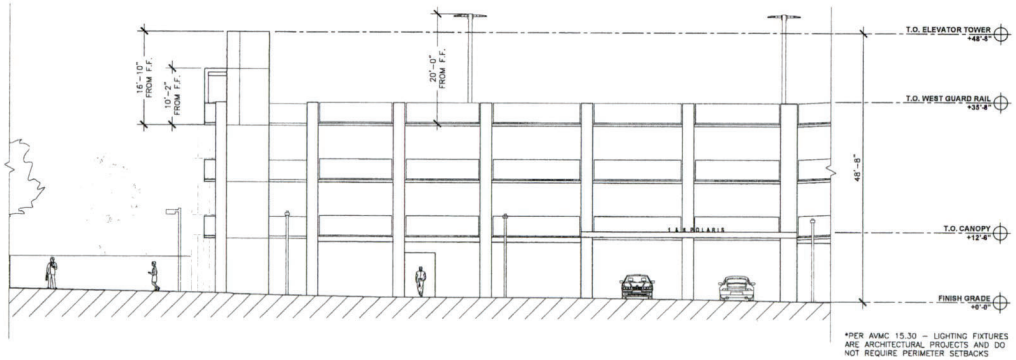
*EXISTING TREES DEPICTED ON SITE

NORTH SITE SECTION 1" = 30' **01**



*EXISTING TREES DEPICTED ON SITE
**THERE IS NO LIGHTING FIXTURE CLOSER THAN 45'-0" FROM THE EAST PERIMETER OF THE STRUCTURE

SOUTH SITE SECTION 1" = 30' **02**



*PER AVMC 15.30 – LIGHTING FIXTURES ARE ARCHITECTURAL PROJECTS AND DO NOT REQUIRE PERIMETER SETBACKS

ENLARGED SOUTH SITE SECTION 1"=10' **03**

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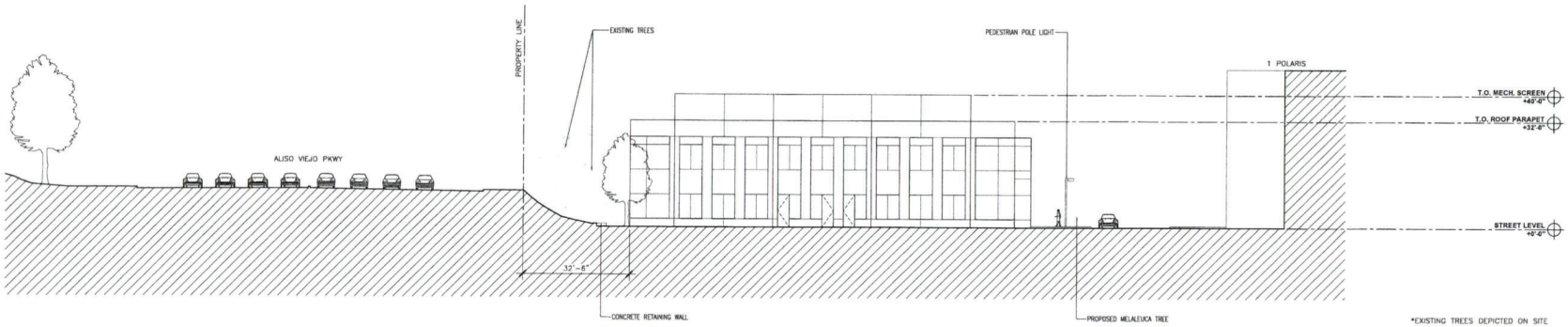
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SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015

PLANNING APPLICATION (PA15-030/SDP)

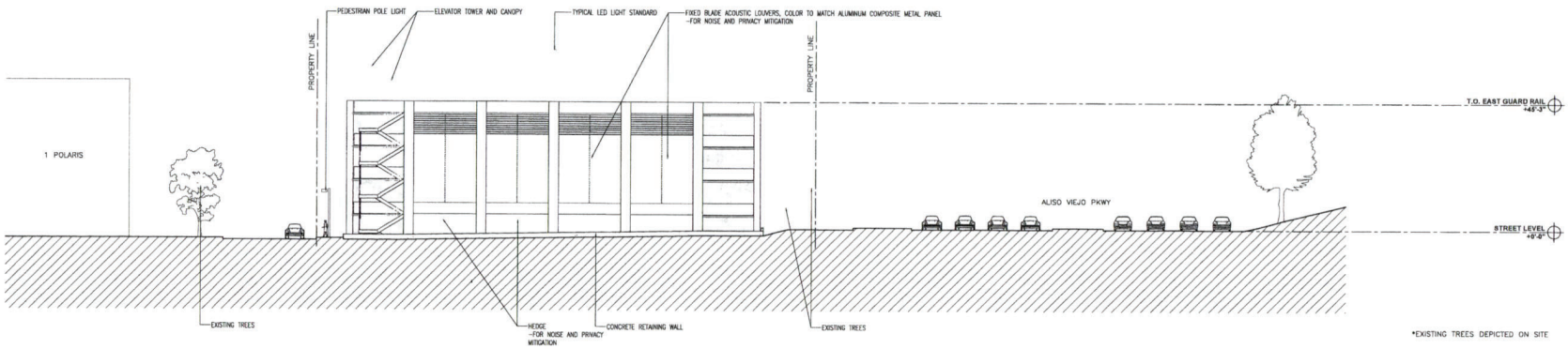
Job. No.	15084.10
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Scale	AS NOTED

SITE SECTIONS

A1.02



WEST SITE SECTION 1/16" = 1'-0" **01**



EAST SITE SECTION 1/16" = 1'-0" **02**

PER AVMC 8.12.050 B. – EXTERIOR NOISE STANDARDS: THE FOLLOWING EXTERIOR NOISE STANDARDS, UNLESS OTHERWISE SPECIFICALLY INDICATED, SHALL APPLY TO ALL NONRESIDENTIAL PROPERTY WITHIN THE CITY. IF A NOISE AFFECTS BOTH RESIDENTIAL AND NONRESIDENTIAL PROPERTY, THEN THE APPLICABLE NOISE STANDARD SHALL BE THE ARITHMETIC MEAN OF THE APPLICABLE STANDARDS THAT APPLY TO RESIDENTIAL AND NONRESIDENTIAL PROPERTY.

RESIDENTIAL EXTERIOR NOISE STANDARDS

	NOISE LEVEL	TIME PERIOD
DENSITY OF LESS THAN 10 DU/AC	50 dB(A)	7:00 AM – 10:00 PM
	45 dB(A)	10:00 PM – 7:00 AM
DENSITY OF 10 DU/AC OR MORE	55 dB(A)	7:00 AM – 10:00 PM
	50 dB(A)	10:00 PM – 7:00 AM

NONRESIDENTIAL EXTERIOR NOISE STANDARDS

	NOISE LEVEL	TIME PERIOD
COMMERCIAL	65 dB(A)	7:00 AM – 10:00 PM
	60 dB(A)	10:00 PM – 7:00 AM

NOTES

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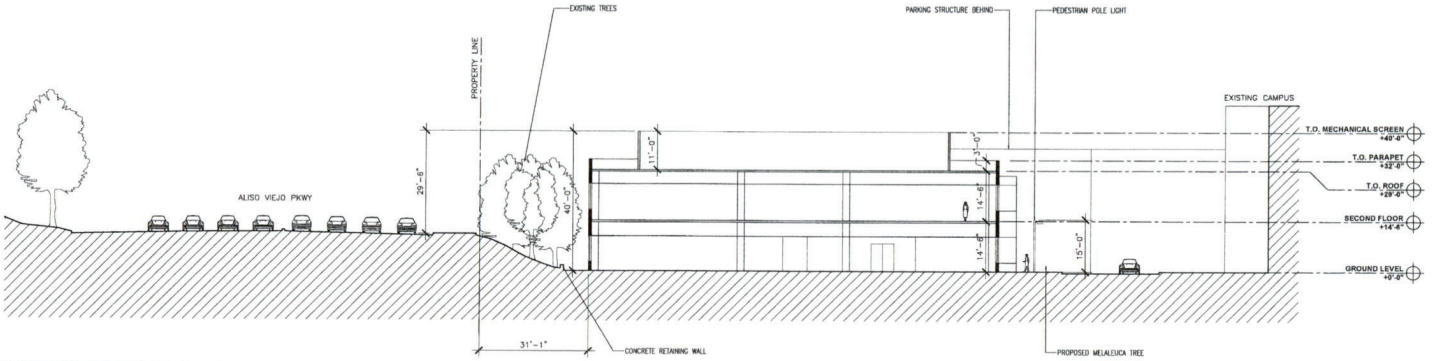
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PLANNING APPLICATION (PA15-035-037)

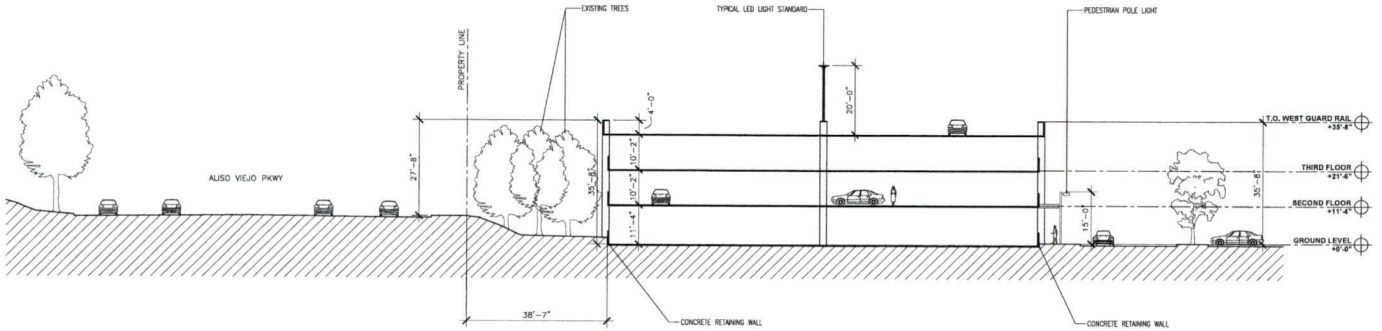
Job No.	15084.10
Date	11.13.2015
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Scale	1" = 30'

SITE SECTIONS

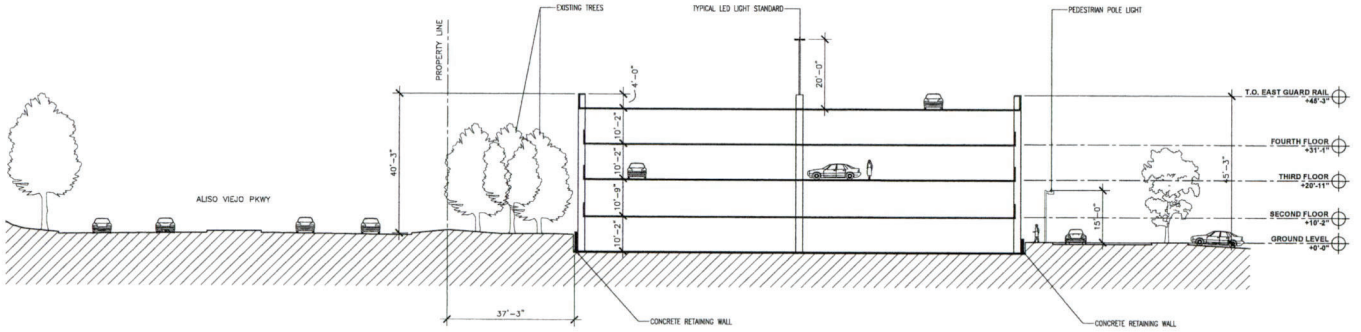
A1.03



SITE CROSS SECTION THRU BUILDING 1/16" = 1'-0" 01



SITE CROSS SECTION THRU PARKING STRUCTURE 1/16" = 1'-0" 02



SITE CROSS SECTION THRU PARKING STRUCTURE 1/16" = 1'-0" 03

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PLANNING APPLICATION (PA15-030 SDP)	

Job. No.	15084.10
Date	11.13.2015
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Scale	1/16"=1'-0"

SITE CROSS SECTIONS

A1.04

NORTH SITE ELEVATION 1" = 30' 01

WEST SITE ELEVATION 1" = 30' 02

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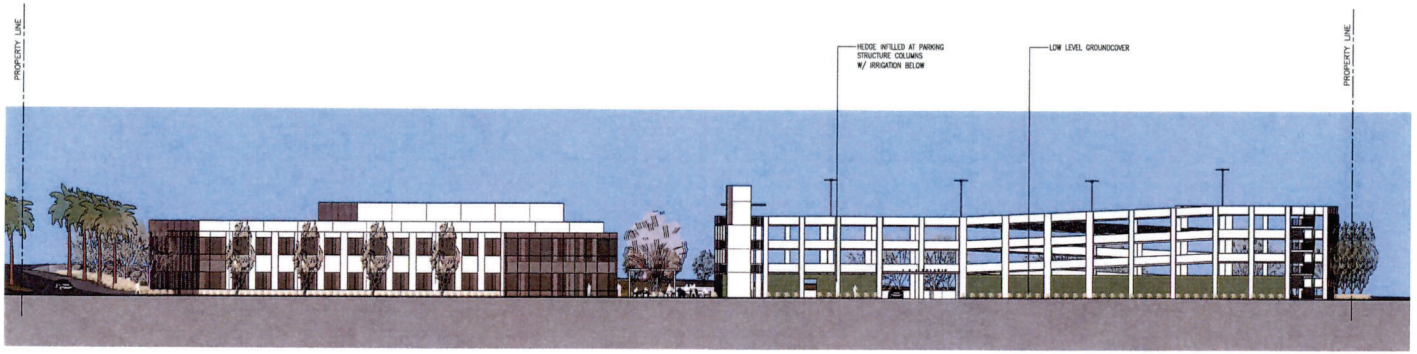
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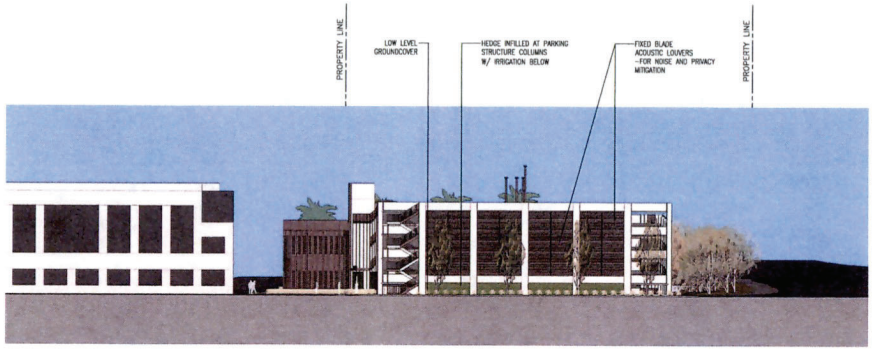
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Scale 1" = 30'

SITE ELEVATIONS

A1.05



SOUTH SITE ELEVATION 1" = 30' 03



EAST SITE ELEVATION 1" = 30' 04

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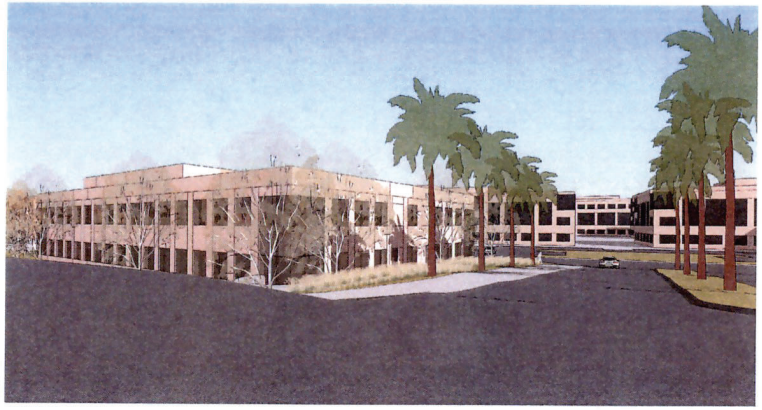
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PLANNING APPLICATION (PA15-020 SDP)	

Job No.	15064.10
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SITE ELEVATIONS

A1.06



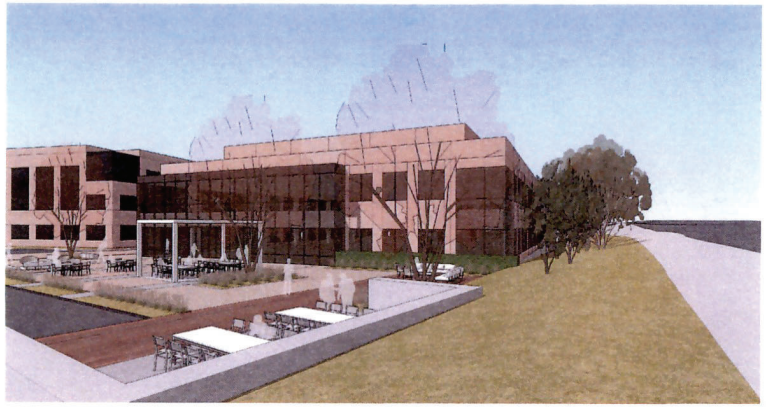
VIEW FROM ALISO VIEJO PKWY | 01



SOUTH PERSPECTIVE | 02



BUILDING ENTRANCE | 03



NORTH PERSPECTIVE | 04



AERIAL

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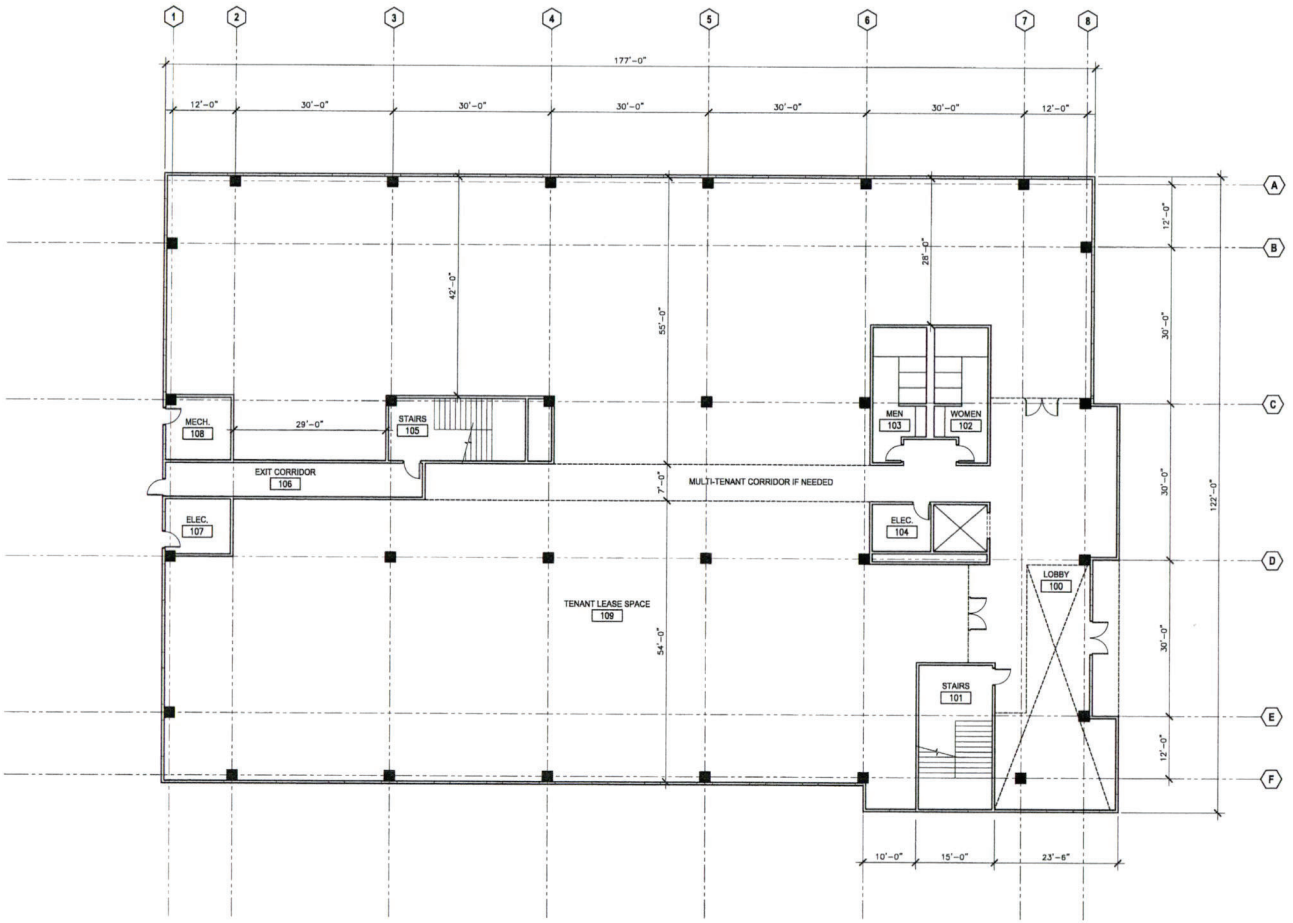
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PLANNING APPLICATION (PA15-0026)	

Job. No.	19084.10
Date	11.13.2015
Checked by	
Scale	-

PERSPECTIVES

A1.07



TABULATIONS			
FIRST FLOOR GSF	21,100 GSF	FIRST FLOOR RSF	20,860 RSF
SECOND FLOOR GSF	21,300 GSF	SECOND FLOOR RSF	19,140 RSF
TOTAL BUILDING GSF	42,400 GSF	TOTAL BUILDING RSF	40,000 RSF

FIRST FLOOR PLAN 3/32"=1'-0"

fp

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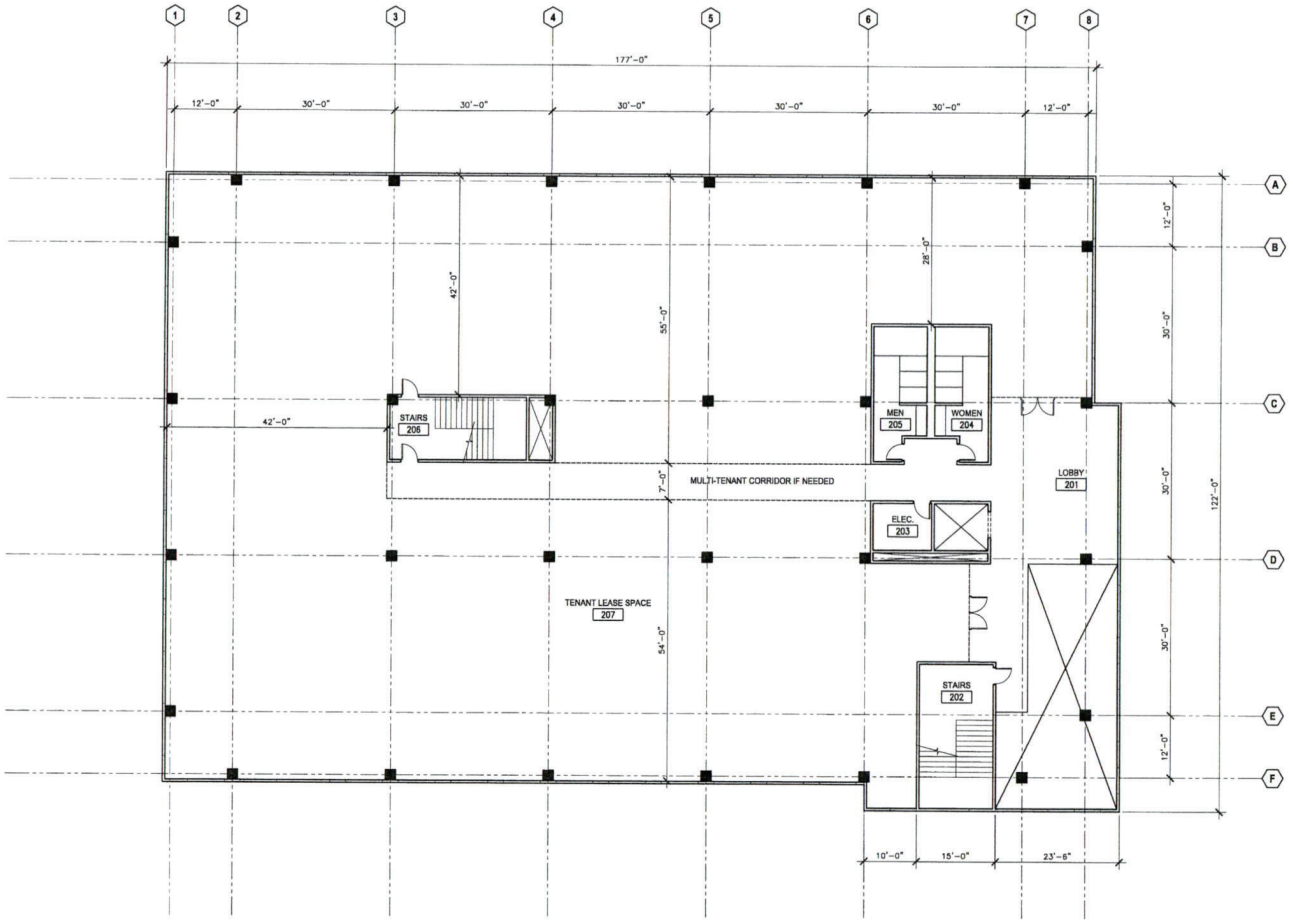
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SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015
PLANNING APPLICATION (PA15-038-SDP)	

Job No	15084.10
Date	12.21.2015
Checked by	
Scale	3/32"=1'-0"

FLOOR PLANS

A2.01



TABULATIONS			
FIRST FLOOR GSF	21,100 GSF	FIRST FLOOR RSF	20,860 RSF
SECOND FLOOR GSF	21,300 GSF	SECOND FLOOR RSF	19,140 RSF
TOTAL BUILDING GSF	42,400 GSF	TOTAL BUILDING RSF	40,000 RSF

SECOND FLOOR PLAN 3/32"=1'-0"

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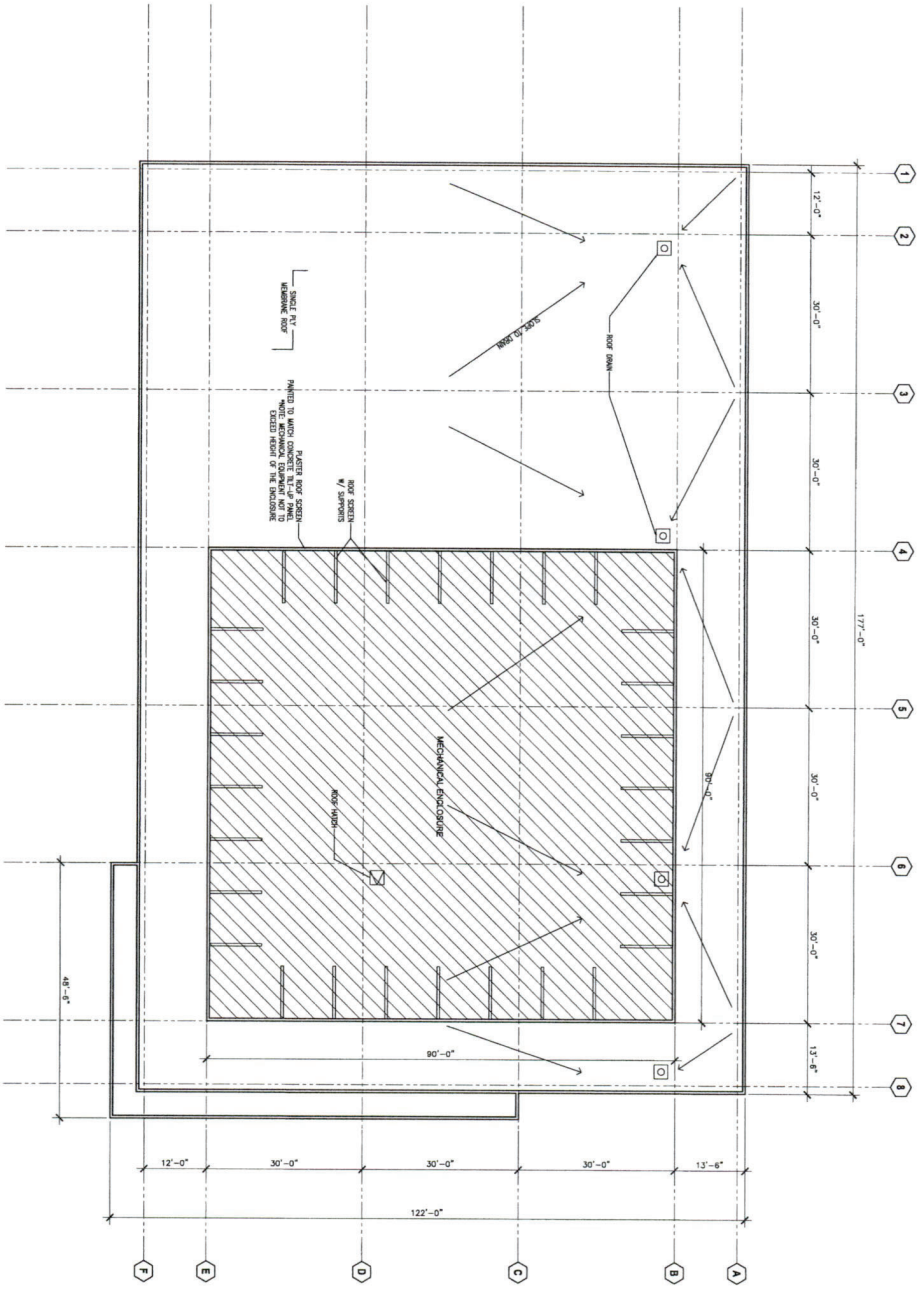
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PLANNING APPLICATION (PA15-036 DRP)	

Job. No.	15084.10
Date	12.21.2015
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Scale	3/32"=1'-0"

FLOOR PLANS

A2.02



ROOF PLAN

3/32"=1'-0"

fp

ROOF PLAN

A2.03

Scale	3/32"=1'-0"
Date	12.21.2015
Checked by	
Job No.	15064.10

Submittal	Date
SITE DEVELOPMENT PERMIT	08/19/2015
REVISED SITE DEVELOPMENT PERMIT	08/21/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015
PLANNING APPLICATION (PA15-030-SDP)	

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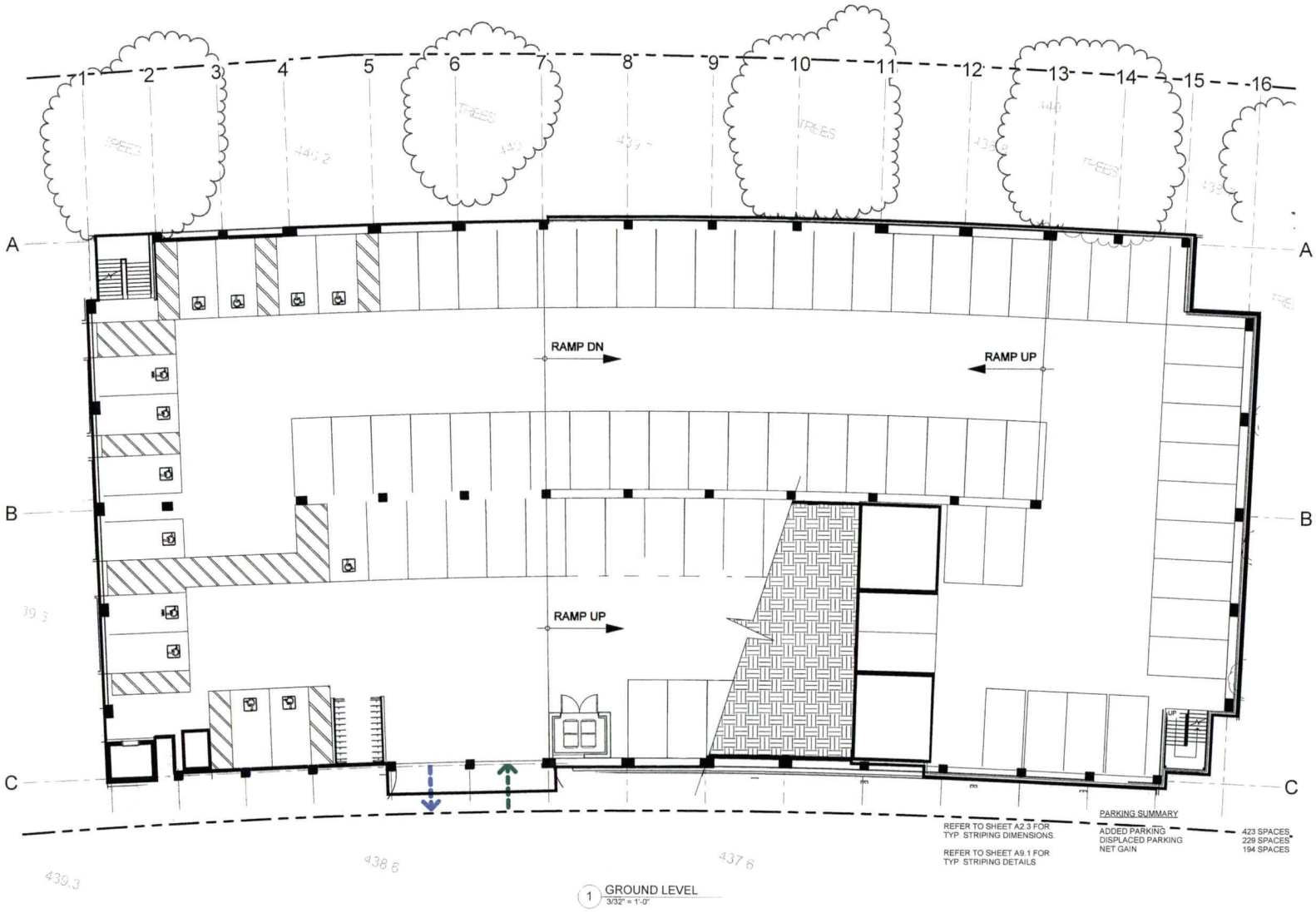
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Aliso Viejo, CA 92656

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Griffin Structures, Inc.

LPA

Irvine.



1 GROUND LEVEL
3/32" = 1'-0"

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E. lpa@lpainc.com
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Irvine, California 92617

Griffin Structures, Inc.

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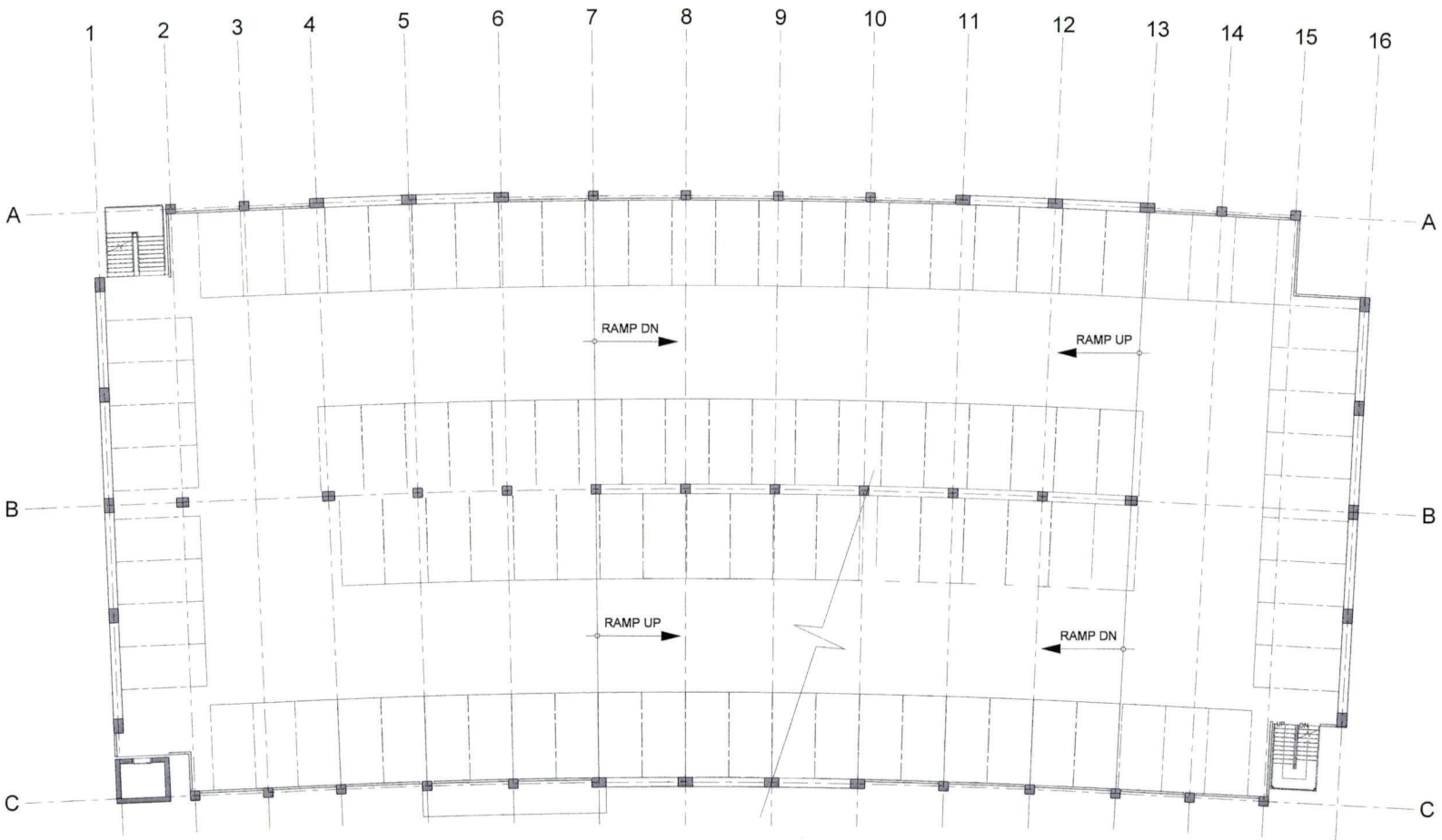
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Submittal	Date
Revision	Date

Job. No	15-700
Date	08/24/2015
Checked by	Checker
Scale	3/32" = 1'-0"

GROUND LEVEL PLAN

A2.1



REFER TO SHEET A2.3 FOR TYP. STRIPING DIMENSIONS.

REFER TO SHEET A9.1 FOR TYP. STRIPING DETAILS

1 SECOND LEVEL
3/32" = 1'-0"

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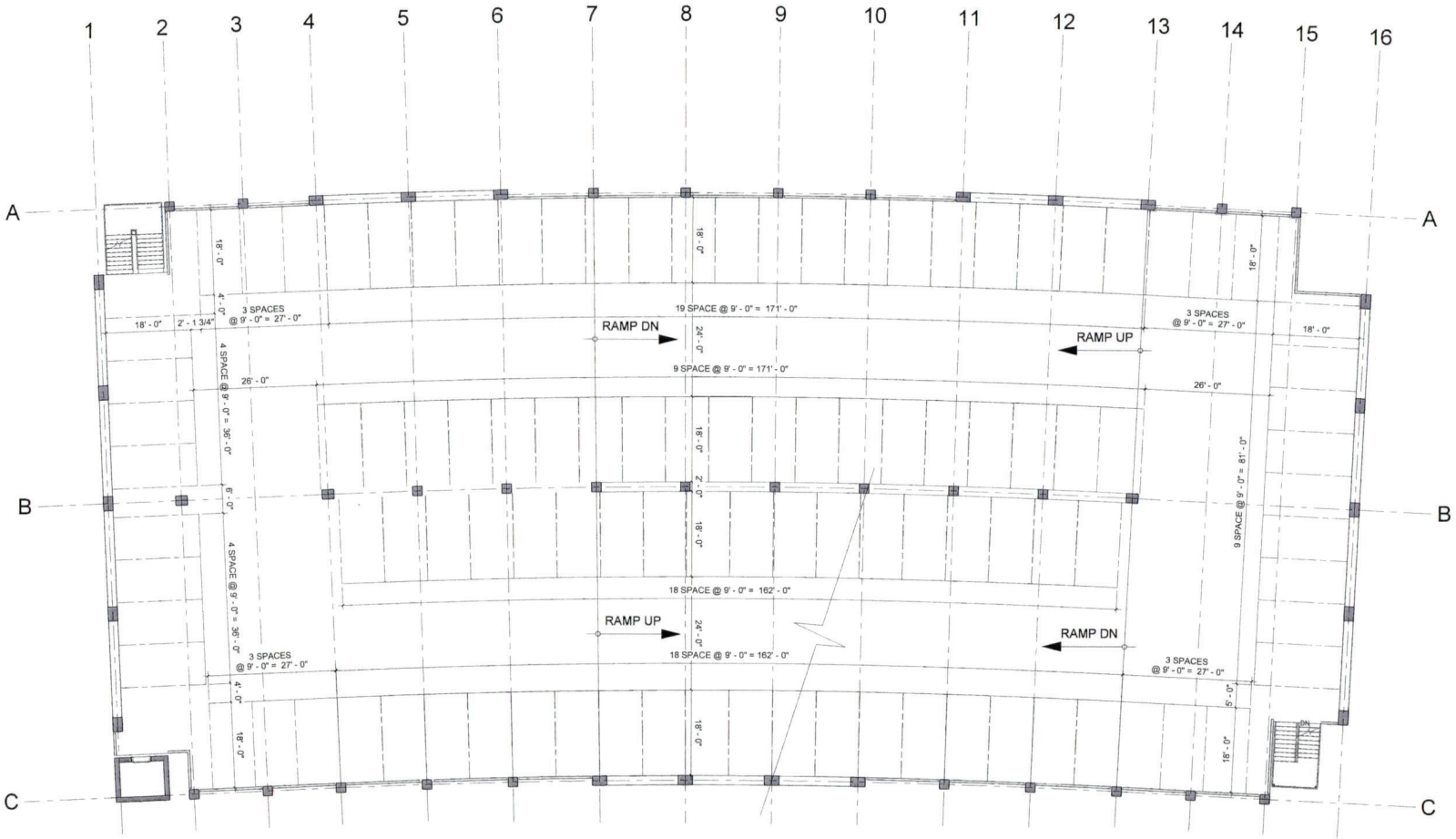
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SECOND LEVEL PLAN

A2.2



REFER TO SHEET A9.1 FOR TYP. STRIPING DETAILS

1 THIRD LEVEL
3/32" = 1'-0"

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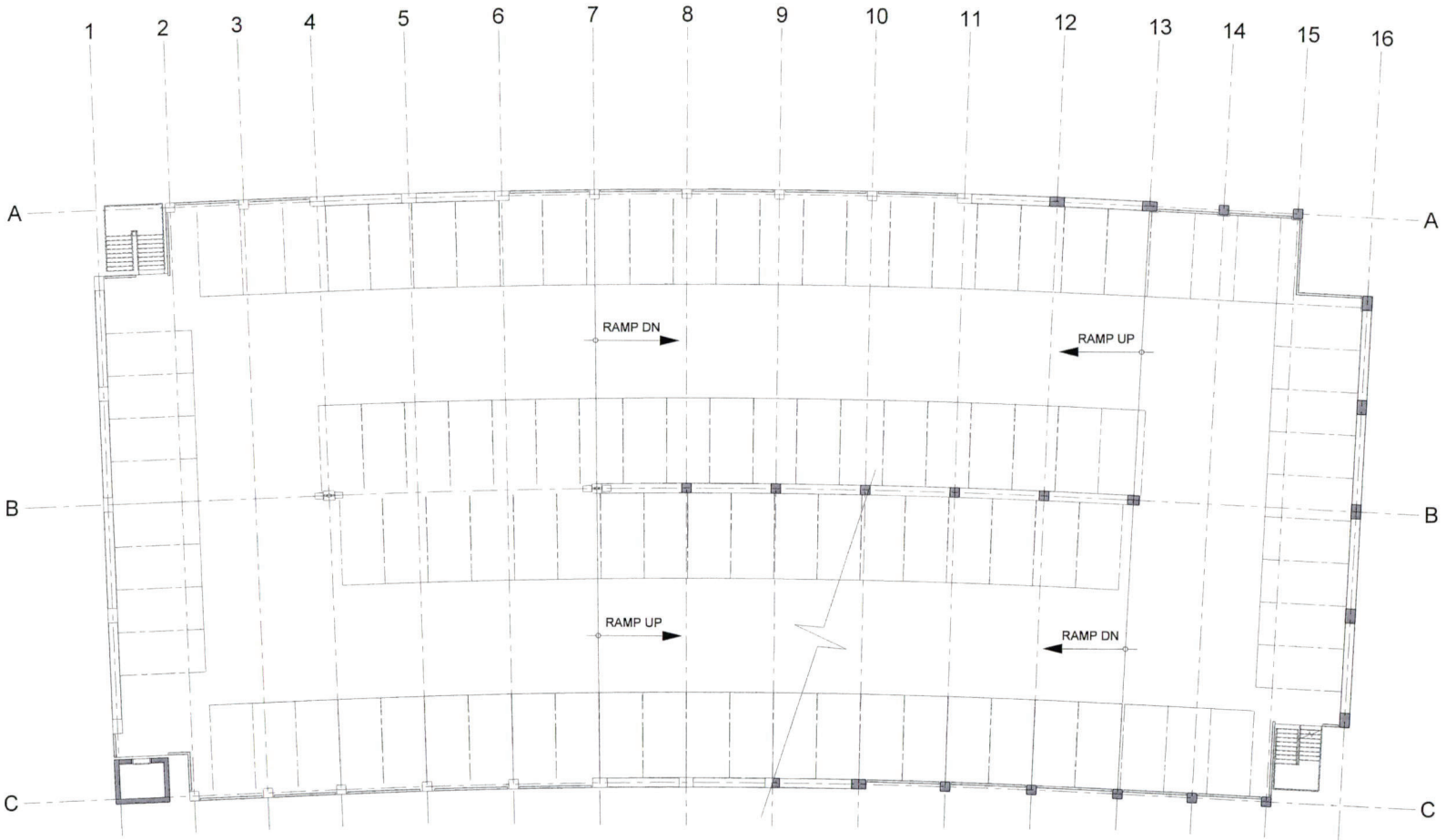
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THIRD LEVEL PLAN

A2.3



REFER TO SHEET A2.3 FOR TYP. STRIPING DIMENSIONS.

REFER TO SHEET A9.1 FOR TYP. STRIPING DETAILS.

1 FOURTH LEVEL
3/32" = 1'-0"

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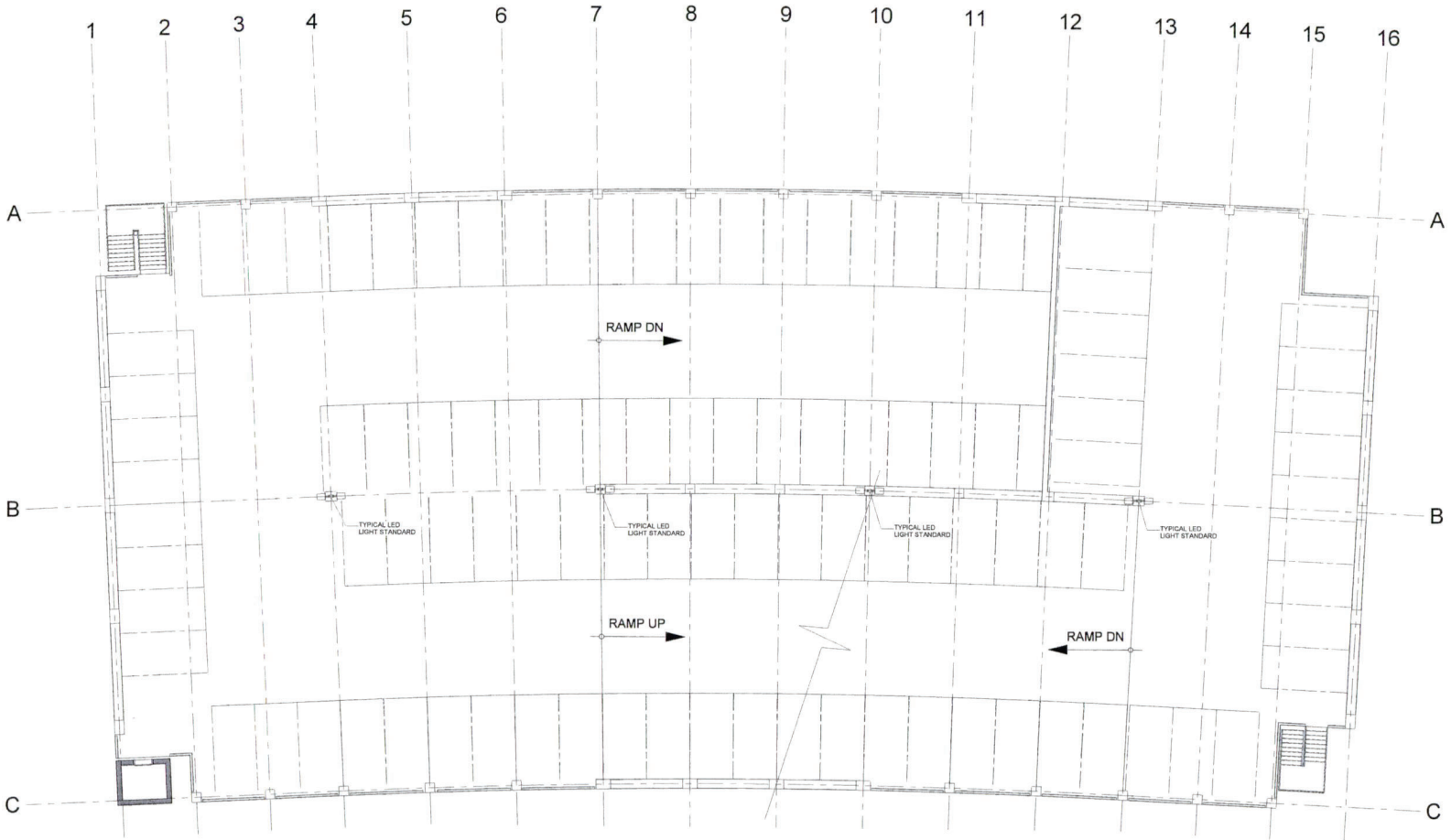
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Date	08/24/2015
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Scale	3/32" = 1'-0"

FOURTH LEVEL

A2.4



1 TOP LEVEL
3/32" = 1'-0"

REFER TO SHEET A2.3 FOR TYP. STRIPING DIMENSIONS

REFER TO SHEET A9.1 FOR TYP. STRIPING DETAILS.

FIXTURE MODEL
D-SERIES SIZE 0 LED

LIGHTING TO BE COMPLIANT WITH NATIONAL ELECTRICAL CODE, ILLUMINATING ENGINEERING SOCIETY STANDARDS,INDUSTRY STANDARDS AND APPROPIATELY ADDRESS SECURITY CONCERNS

LIGHTING TO BE INSTALLED IN SUCH A MANNER TO NOT CAUSE VERTICAL LIGTHING ON ADJACENT PROPERTY CONSISTENT WITH CALIFORNIA GREEN BUILDING CODE

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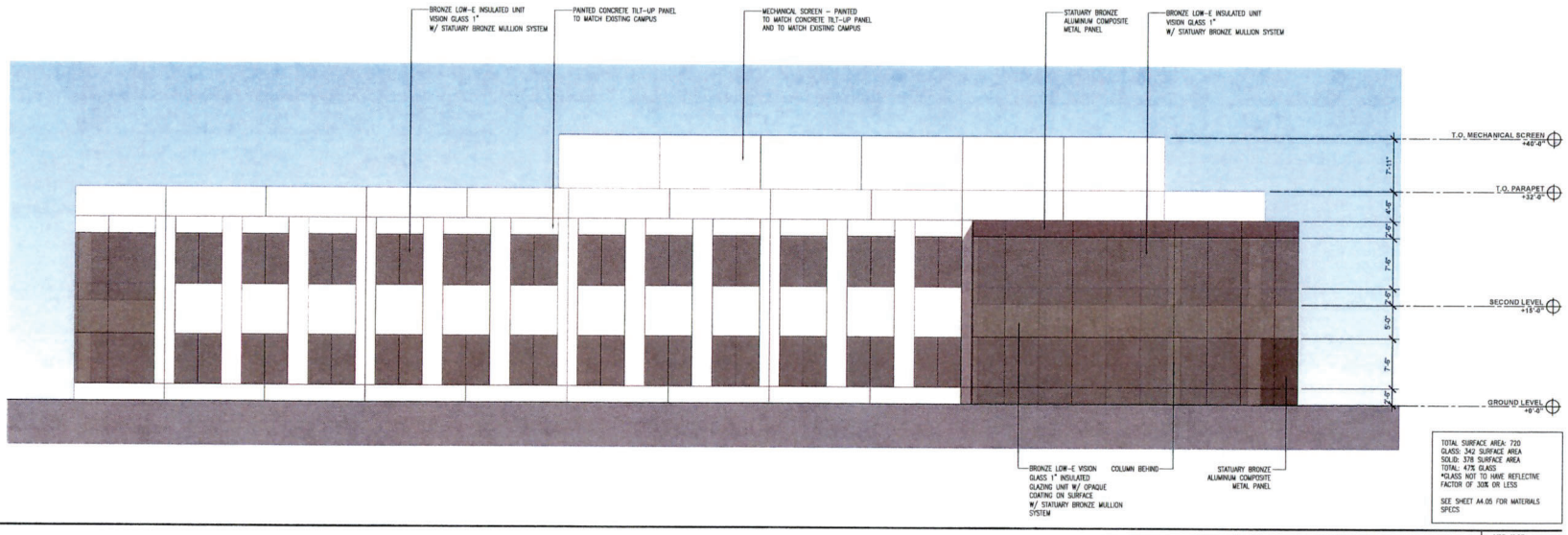
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Revision	Date

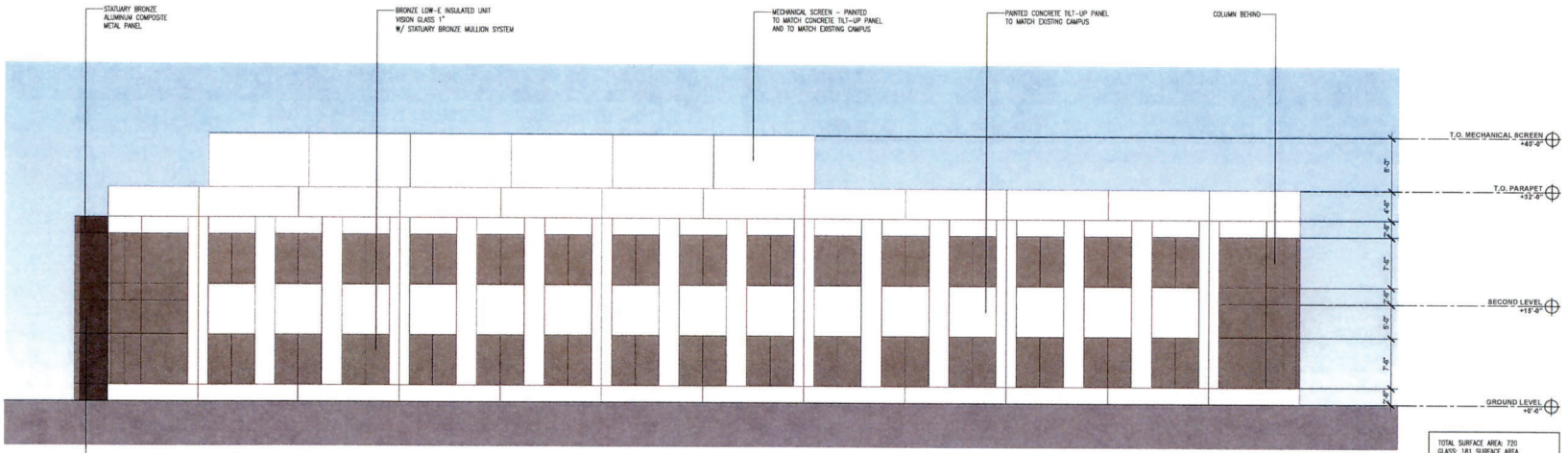
Job. No.	15-700
Date	08/24/2015
Checked by	Checker
Scale	3/32" = 1'-0"

TOP LEVEL

A2.5



EAST ELEVATION 1/8"=1'-0"



WEST ELEVATION 1/8"=1'-0"

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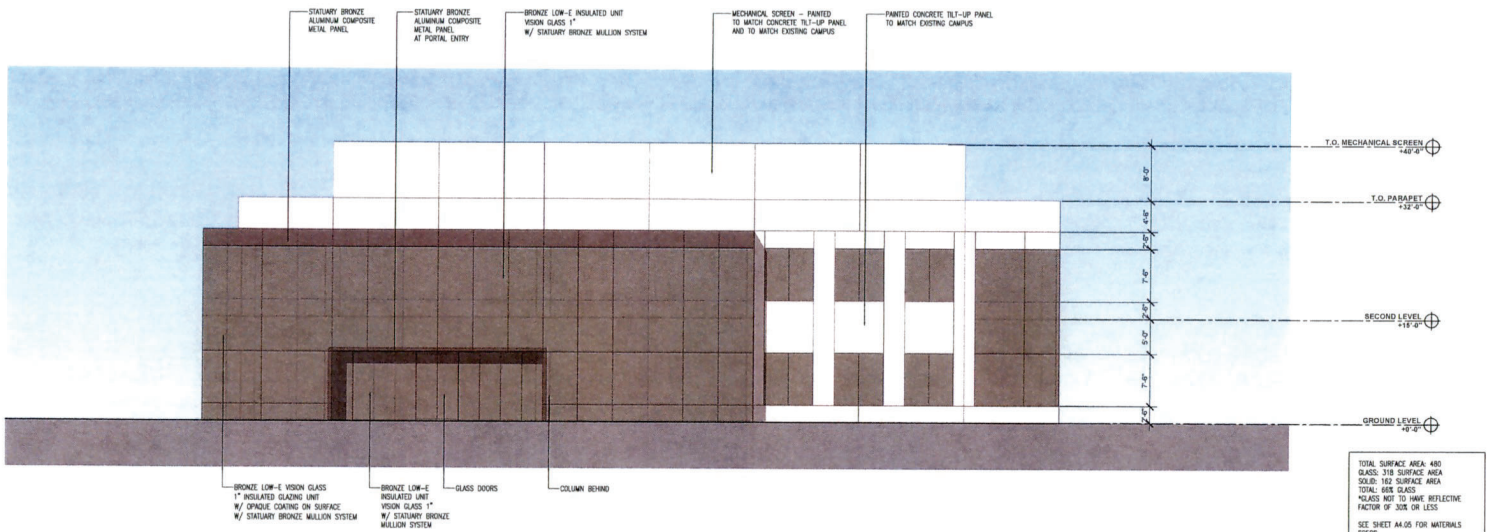
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PROVIDED WITH DRC RESUBMITTAL COMMENT	09/21/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	10/21/2015
PLANNING APPLICATION (PA15-030, SDP)	

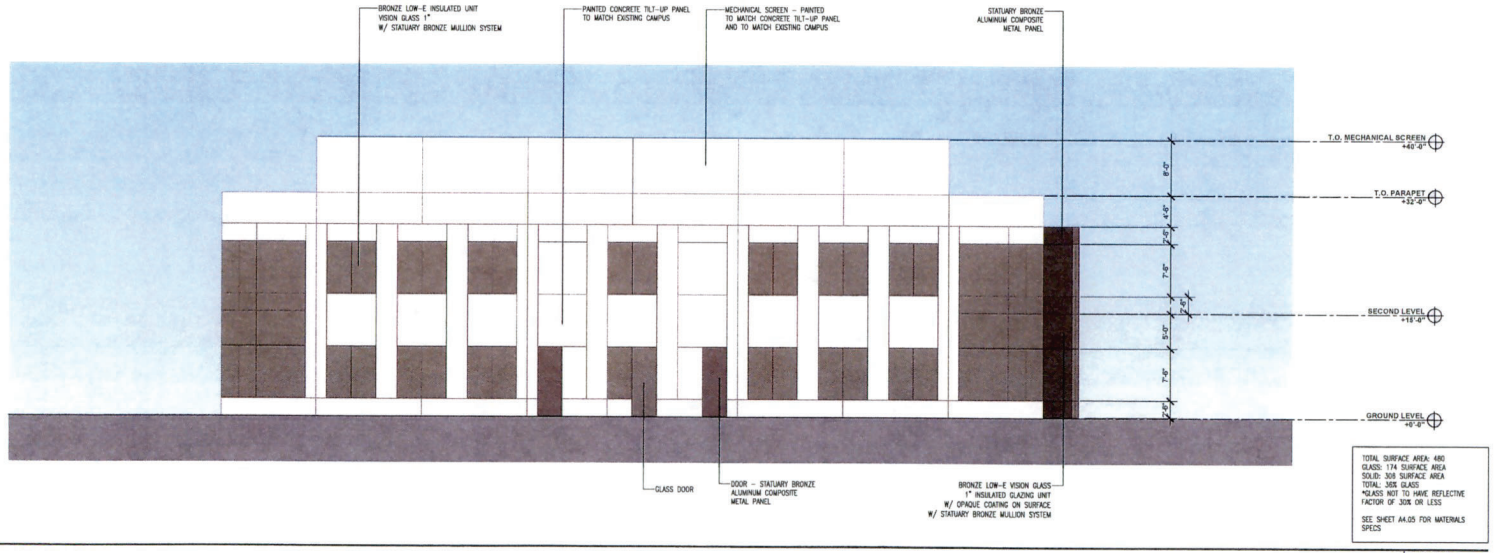
Job No	15084.10
Date	11.13.2015
Checked by	
Scale	1/8"=1'-0"

BUILDING ELEVATIONS

A4.01



NORTH ELEVATION 1/8"=1'-0"



SOUTH ELEVATION 1/8"=1'-0"

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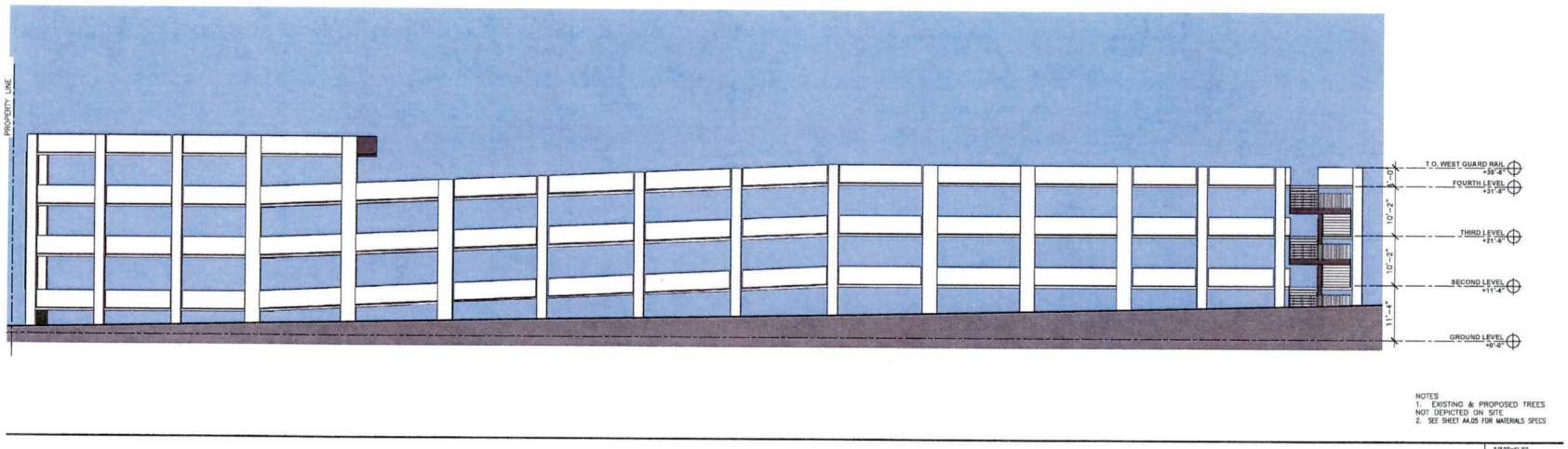
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SITE DEVELOPMENT PERMIT	06/16/2015
REVISED SITE DEVELOPMENT PERMIT	08/17/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	03/23/2015
PLANNING APPLICATION (PA15-020 SDP)	

Job No	15084.10
Date	11.13.2015
Checked by	
Scale	1/8"=1'-0"

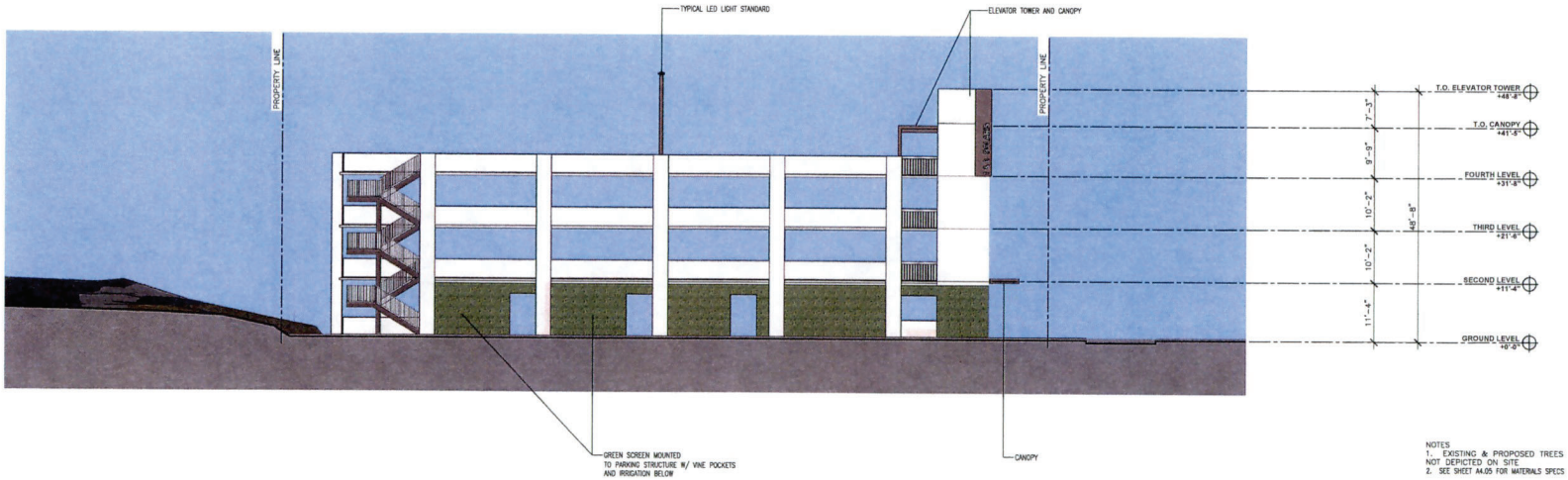
BUILDING ELEVATIONS

A4.02



NOTES
1. EXISTING & PROPOSED TREES NOT DEPICTED ON SITE
2. SEE SHEET A4.05 FOR MATERIALS SPECS

NORTH ELEVATION 3/32"=1'-0"



NOTES
1. EXISTING & PROPOSED TREES NOT DEPICTED ON SITE
2. SEE SHEET A4.05 FOR MATERIALS SPECS

WEST ELEVATION 3/32"=1'-0"

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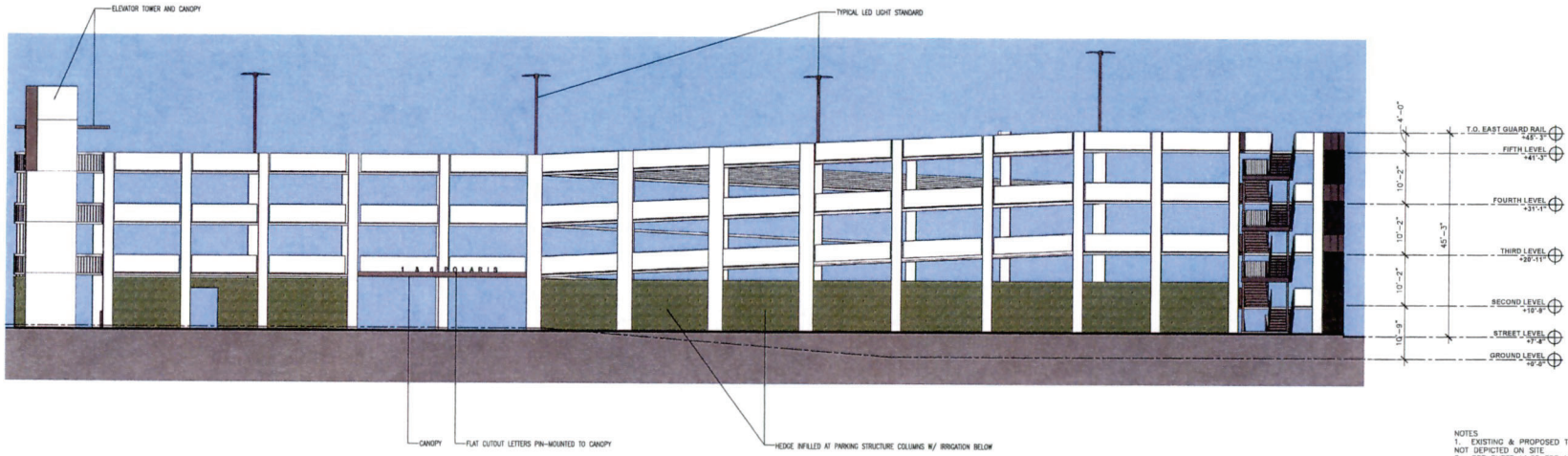
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SITE DEVELOPMENT PERMIT	09/15/2015
REVISED SITE DEVELOPMENT PERMIT	10/13/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	11/13/2015
PLANNING APPLICATION (PA15-035) SDP1	

Job No	15064.10
Date	11.13.2015
Checked by	
Scale	3/32"=1'-0"

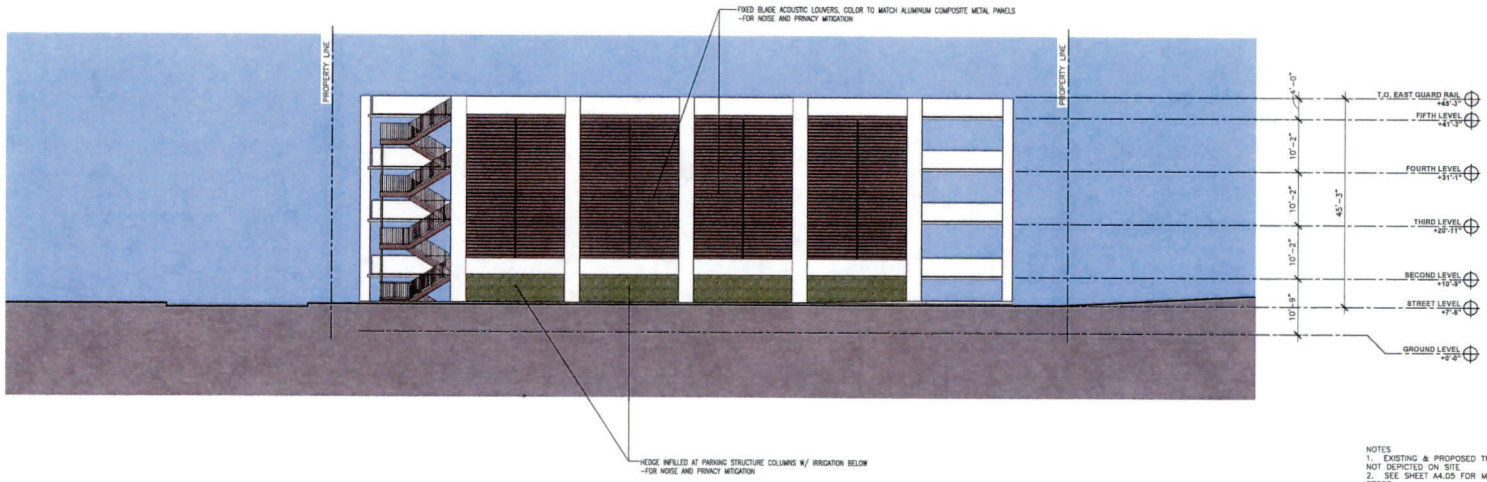
PARKING STRUCTURE ELEVATIONS

A4.03



NOTES
1. EXISTING & PROPOSED TREES NOT DEPICTED ON SITE
2. SEE SHEET A4.05 FOR MATERIALS SPECS

SOUTH ELEVATION 3/32"=1'-0"



NOTES
1. EXISTING & PROPOSED TREES NOT DEPICTED ON SITE
2. SEE SHEET A4.05 FOR MATERIALS SPECS

EAST ELEVATION 3/32"=1'-0"

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SITE DEVELOPMENT PERMIT RESUBMITTAL	10/23/2015
PLANNING APPLICATION (PA15-030-SDP)	

Job. No. 15084.10
Date 11.13.2015
Checked by
Scale 3/32"=1'-0"

PARKING STRUCTURE ELEVATIONS

A4.04

ENLARGED ELEVATION 1/4"=1'-0"

01 VIRACON BRONZE - 4 FLOAT GLASS

02 KYNAR 500 OR HYLAR 5000
AGED METALLIC COLOR: BUCKSKIN

03 DUNN EDWARDS PAINT DE6108
ENGLISH SCONE LRV 61

MATERIALS BOARD

A4.05

Issue	Date
PLANNING APPLICATION (PA15-000-SDP)	
SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	08/21/2015
SITE DEVELOPMENT PERMIT	05/15/2015

Job No.	150064.10
Date	11.13.2015
Checked by	
Scale	-

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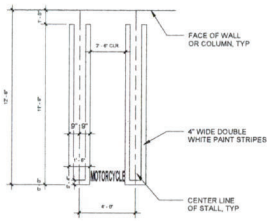
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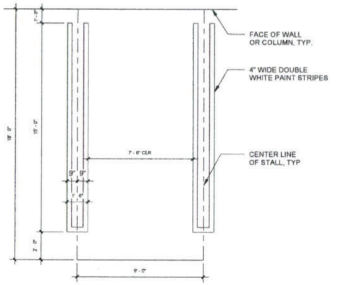
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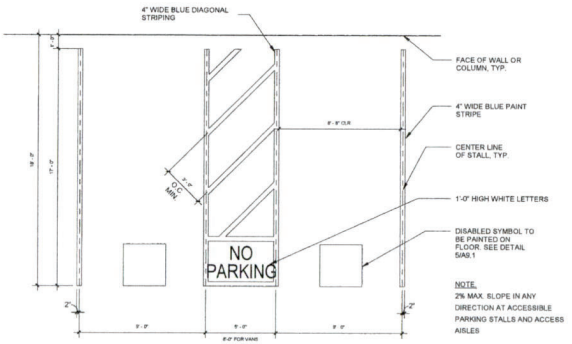
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3 MOTORCYCLE STRIPING 4'-0" X 12'-6"
1/4" = 1'-0"



2 STANDARD STRIPING 9'-0" X 20'-0"
1/4" = 1'-0"



1 ADA STRIPING
1/4" = 1'-0"

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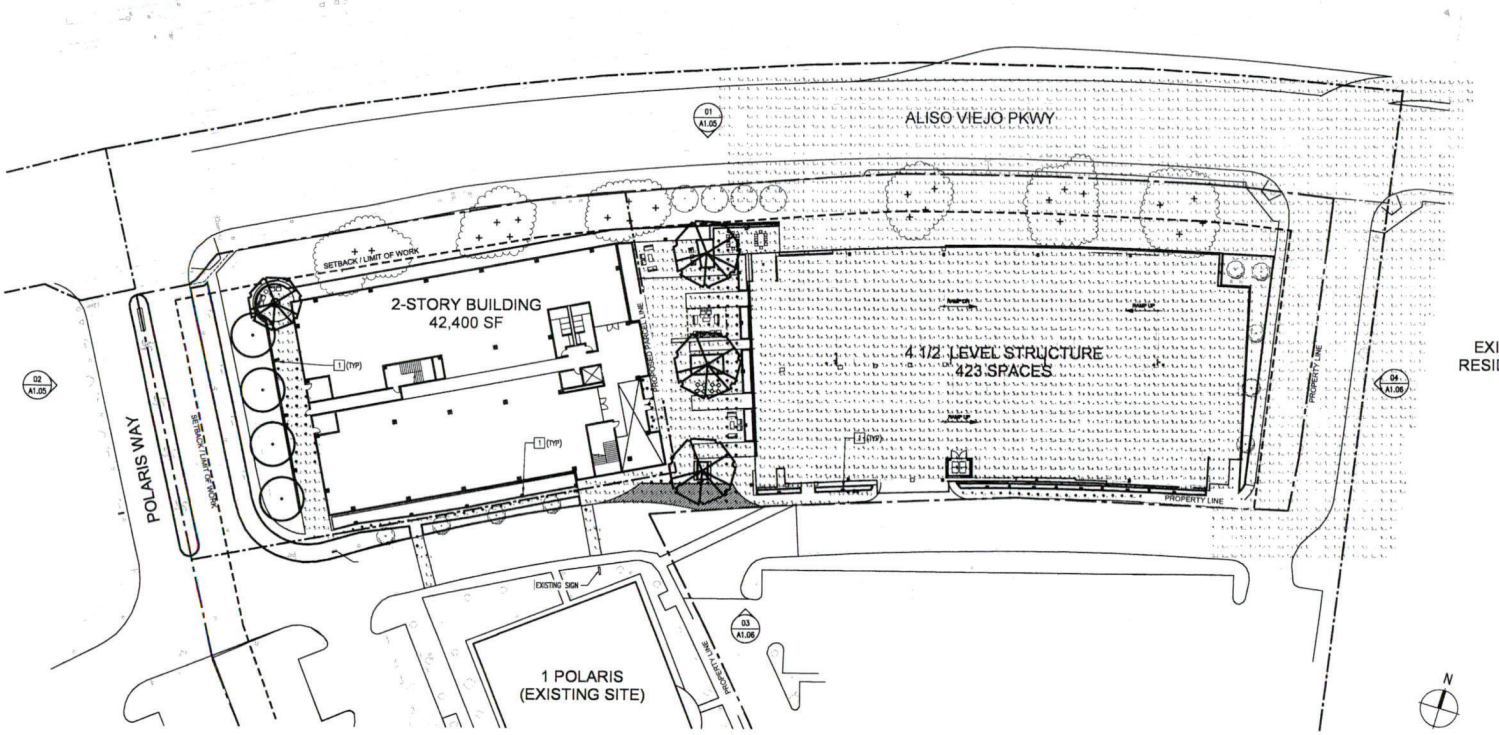
Revision	Date
1 Revision 1	Date 1

Submittal	Date

Job No.	15-700
Date	08/24/2015
Checked by	Checker
Scale	1/4" = 1'-0"

STRIPING DETAILS

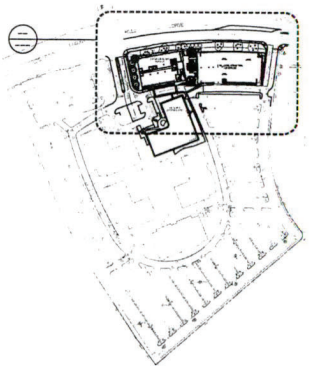
A9.1



SITE PLAN PHOTOMETRIC 1" = 30' 01

[1] PHOTOMETRIC PERFORMED WITH McGRAW-EDISON GLEON 15' POLE WITH SINGLE HEAD; SPECIFICATION TO FOLLOW IN DESIGN PHASE OF PROJECT

NOTE: ANALYSIS INCLUDES THE ENTIRE EXPOSED TOP LEVEL OF THE 4 1/2 LEVEL PARKING STRUCTURE



OVERALL SITE KEY PLAN (N.T.S.)

NOTES

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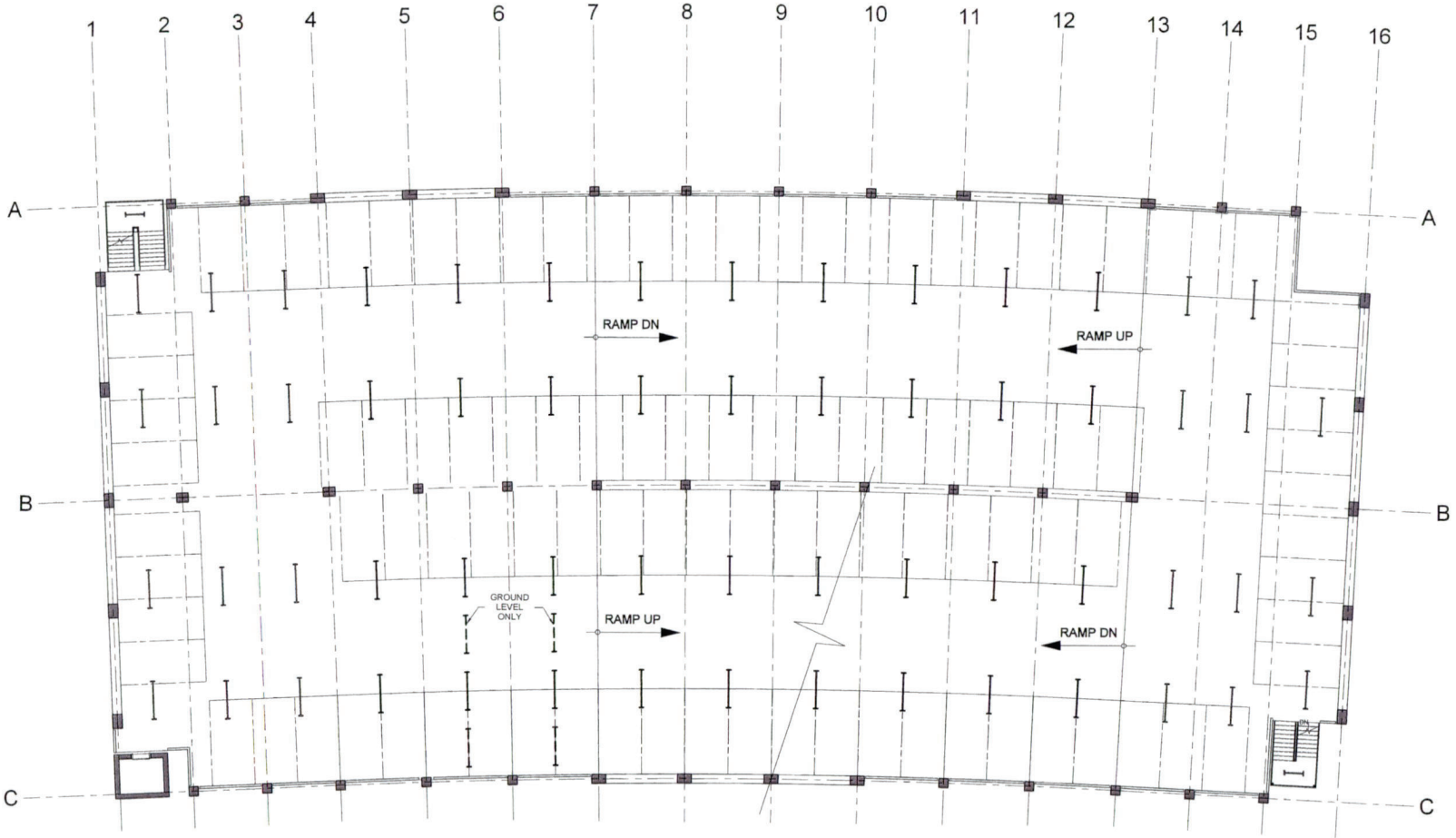
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REVISED SITE DEVELOPMENT PERMIT	09/30/2015
SITE DEVELOPMENT PERMIT RESUBMITTAL	12/21/2015
PLANNING APPLICATION (PA15-050 SDP)	

Job. No.	15084.10
Date	12.21.2015
Checked by	
Scale	1" = 30'

SITE PHOTOMETRIC PLAN

E1.01

202



1 TYP. LIGHTING LAYOUT
3/32" = 1'-0"

FIXTURE MODEL NUMBER
FSC L85-96-2-25WT/4' (25 INPUT WATTS/1-4FT BAR)

LIGHTING TO BE COMPLIANT WITH NATIONAL ELECTRICAL CODE, ILLUMINATING ENGINEERING SOCIETY STANDARDS,INDUSTRY STANDARDS AND APPROPIATELY ADDRESS SECURITY CONCERNS

LIGHTING TO BE INSTALLED IN SUCH A MANNER TO NOT CAUSE VERTICAL LIGTHING ON ADJACENT PROPERTY CONSISTENT WITH CALIFORNIA GREEN BUILDING CODE

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Date	08/24/2015
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Scale	3/32" = 1'-0"

TYPICAL LIGHTING LAYOUT

E2.1

City of Aliso Viejo
AGENDA ITEM

DATE: September 6, 2023

TO: Mayor and City Council

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

SUBJECT: A REQUEST TO INCREASE THE NUMBER OF DINING ROOM SEATS IN AN EXISTING RESTAURANT LOCATED AT 22912 PACIFIC PARK DRIVE, SUITE B (TACOS DE BIRRIA ESTILO GUADALAJARA)

Recommended Action:

Adopt a Resolution approving a Conditional Use Permit to increase the number of seats to 40 in an existing restaurant located at 22912 Pacific Park Drive, Suite B (CUP-2023-00012).

Fiscal Impact:

None.

Background:

On May 3, 2023, Jesus Serratos representing Tacos de Birria Estilo Guadalajara ("Applicant") submitted a conditional use permit application to increase the seat count from 16 to 40 for an existing restaurant located at 22912 Pacific Park Drive, Suite B. The subject site has a zoning designation of Neighborhood Commercial ("CN"). Pursuant to Aliso Viejo Municipal Code ("AVMC") Section 15.18.020, the CN zoning district permits restaurants with 16 seats or less. For restaurants with 17 or more seats, approval of a Conditional Use Permit ("CUP") is required.



Project Site



Location Map

Discussion:

Conditional Use Permit

Pursuant to Municipal Code Section 15.74.040 Conditional and Administrative Use Permits, the following findings shall be made by the decision-making authority prior to the approval of a CUP.

1. **The land use is consistent with the general plan and any applicable specific plan.**

   The existing restaurant use is consistent within the Neighborhood Commercial ("NC") land use designation which permits "retail stores, restaurants, lodging, community facilities, personal services, business services, and financial services of a citywide or regional nature." The proposed increase to the number of seatings does not change the permitted restaurant use and therefore, remains consistent with the general plan. Therefore, this finding can be made.

2. **The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.**

   The Applicant proposes to increase the number of dining room seats from 16 to 40, within an existing restaurant. The parking requirement for the existing restaurant will not change as the City's parking ratio is based on the gross floor area and no physical expansions are proposed. Existing uses in the commercial building currently include restaurants, an insurance office, a dental office, and personal service salons. In evaluating the parking requirements, staff considered the number of parking spaces for two parcels which is comprised of the retail inline building and the El Pollo fast food restaurant. Based on a parking analysis conducted for these two parcels and using the shopping center ratio of one space for 220 square feet, the number of required parking spaces is 79, and the shopping center provides 84 parking spaces.

Additionally, no changes will be required to the existing Alcohol Beverage License from the State Department of Alcoholic Beverage Control as the approved serving area will remain the same. Therefore, this finding can be made.

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

   Section 21084 of the Public Resources Code requires that the CEQA guidelines include a list of classes of project which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. The Class 1 exemption consists of the operation, maintenance, and permitting of public or private facilities involving negligible or no expansion of the use beyond that existing at the time of the City's determination. The proposed request is to expand the number of seats within an existing restaurant with no expansion proposed to the square footage of the restaurant. Therefore, the proposed request is exempt from CEQA and this finding can be made.

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

   The proposed increase in the number of seats for the existing restaurant would not create detrimental impacts to surrounding uses. No changes are proposed to the physical building, or the existing restaurant use and its operations. Additionally, the parking requirement remains the same. Furthermore, the existing restaurant does not have a record of any incidents or complaints regarding their current operations. Therefore, this finding can be made.

Public Notice:

On August 24, 2023, a public hearing notice was published in the Laguna Niguel News and mailed to all owners of real properties and tenants within 300 feet of the subject real property.

Attachments:

1. Draft Resolution
2. Applicant Project Description Letter
3. Project Plans
4. Presentation

RESOLUTION NO. 2023 -___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APRROVING A CONDITIONAL USE PERMIT TO INCREASE THE NUMBER OF SEATS TO 40 IN AN EXISTING RESTAURANT (TACOS DE BIRRIA ESTILO GUADALAJARA) LOCATED AT 22912 PACIFIC PARK DRIVE, SUITE B (CUP-2023-00012)

WHEREAS, May 3, 2023, Jesus Serratos representing Tacos de Birria Estilo Guadalajara ("Applicant") submitted a conditional use permit application to increase the seat count from 16 to 40 for an existing restaurant located at 22912 Pacific Park Drive, Suite B; and

WHEREAS, on August 24, 2023, a public notice of the public hearing was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site. No public comments were received in response; and

WHEREAS, on September 6, 2023, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

Section 2: **Approval of Project and Findings for Conditional Use Permit.** In accordance with AVMC 15.74.040(C), the City Council hereby makes the following findings of fact and approves a conditional use permit (USE-2023-00012) to allow an existing restaurant to increase the number of dining room seats from 16 to 40, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", both attached hereto and incorporated herein by reference.

1. Consistency with General Plan. The land use is consistent with the general plan and any applicable specific plan. The existing restaurant use is consistent within the Neighborhood Commercial ("NC") land use designation which permits "retail stores, restaurants, lodging, community facilities, personal services, business services, and financial services of a citywide or regional nature." The proposed increase to the number of seatings does not change the permitted restaurant use and therefore, remains consistent with the general plan. There is no specific plan applicable for this site.

2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan. The Applicant proposes to increase the number of dining room seats from 16 to 40, within an existing restaurant. The parking requirement for the existing restaurant will not change as the City's parking ratio is based on the gross floor area and no physical expansions are proposed. Additionally, no changes will be required to the existing Alcohol Beverage License from the State Department of Alcoholic Beverage Control as the approved serving area will remain the same.

2. Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act. Section 21084 of the Public Resources Code requires that the CEQA guidelines include a list of classes of project which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. The Class 1 exemption consists of the operation, maintenance, and permitting of public or private facilities involving negligible or no expansion of the use beyond that existing at the time of the City's determination. The proposed request is to expand the number of seats within an existing restaurant with no expansion proposed to the square footage of the restaurant.

4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity. The proposed increase in the number of seats for the existing restaurant would not create detrimental impacts to surrounding uses. No changes are proposed to the physical building, or the existing restaurant use and its operations. Additionally, the parking requirement remains the same. Furthermore, the existing restaurant does not have a record of any incidents or complaints regarding their current operations.

Section 3**. Filing of Notice of Exemption**. The City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project.

Section 4. **Location of Documents.** The administrative record for the Project is maintained at the City of Aliso Viejo, 12 Journey, Suite 100, Aliso Viejo CA 92656. The custodian for these records is the City Clerk.

PASSED, APPROVED AND ADOPTED this 6th day of September, 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 6th day of September, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT "A"
CONDITIONAL USE PERMIT (USE02023-00012)
CONDITIONS OF APPROVAL

1) Project Description. This approval is for an existing restaurant located at 22912 Pacific Park Drive, Suite B, to increase the number of dining room seats from 16 to 40.

2) Noise Standards. All facilities and associated equipment shall comply with the applicable provisions of the City's noise regulations as set out in AVMC Title 8.

3) Period of Validity. Approval of this permit would be valid for a period of two years from the effective date of approval of this permit. If building or other ministerial permits for the project are not issued within such period of time, the approval shall expire and shall therefore be null and void unless an extension is requested by the applicant prior to the expiration date and subsequently approved by the Director of Community Development.

4) Compliance with Permit. The establishment and operation of any land use authorized under a use permit and any development associated with the permit shall be in compliance with the approved permit and any plans, specifications and conditions of approval shown on and/or attached to the permit.

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

6) Compliance with Administrative Use Permit. The Applicant shall comply with the conditions of approval for the previously approved Administrative Use Permit PA21-006 dated July 6, 2021.

7) Modifications. Modifications to the approved use shall be processed pursuant to AVMC Section 15.74.110.

8) Indemnification. The Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof,

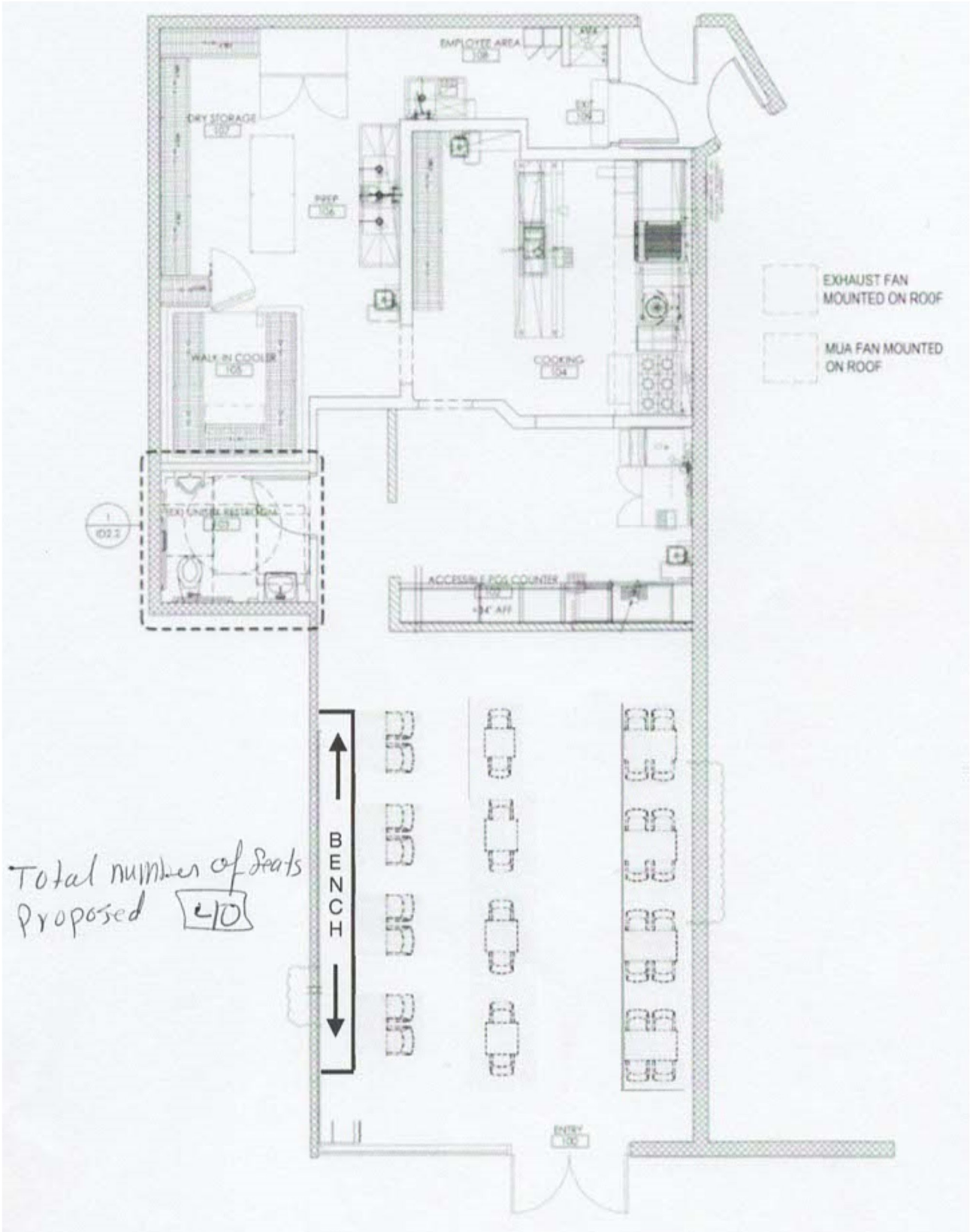
that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, Planning and Zoning Law, Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed the City shall have the right to approve, which approval will not be unreasonably withheld, legal counsel providing the City's defense, and that Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The City shall promptly notify the Applicant of any action brought, and City shall cooperate with the Applicant in defense of the action.

9) Payment of Fees. The Applicant and Applicant's successors in interest shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with these conditions.

10) Permit in Effect. This approval shall not be effective for any purpose whatsoever until the Applicant signs the statement at the bottom of this letter to the effect the Applicant has read, understands, and agrees to these conditions of approval.

11) Revocation. This approval may be revoked by the Community Development Director if one or more of the conditions herein have been violated; the findings which were the basis for the original permit approval can no longer be made; the use has created a public nuisance; or other grounds as set in the AVMC.

EXHIBIT "B"
CONDITIONAL USE PERMIT (USE-2023-00012)
FLOOR PLAN


EMPLOYEE AREA
DRY STORAGE
PREP
WALK IN COOLER
COOKING
ACCESSIBLE DOG COUNTER
EXHAUST FAN MOUNTED ON ROOF
MUA FAN MOUNTED ON ROOF
BENCH
ENTRY
Total number of Seats Proposed 40

Date: May 1,2023

To whom it may concern,

The request for more seating at our facility is for a few reasons:

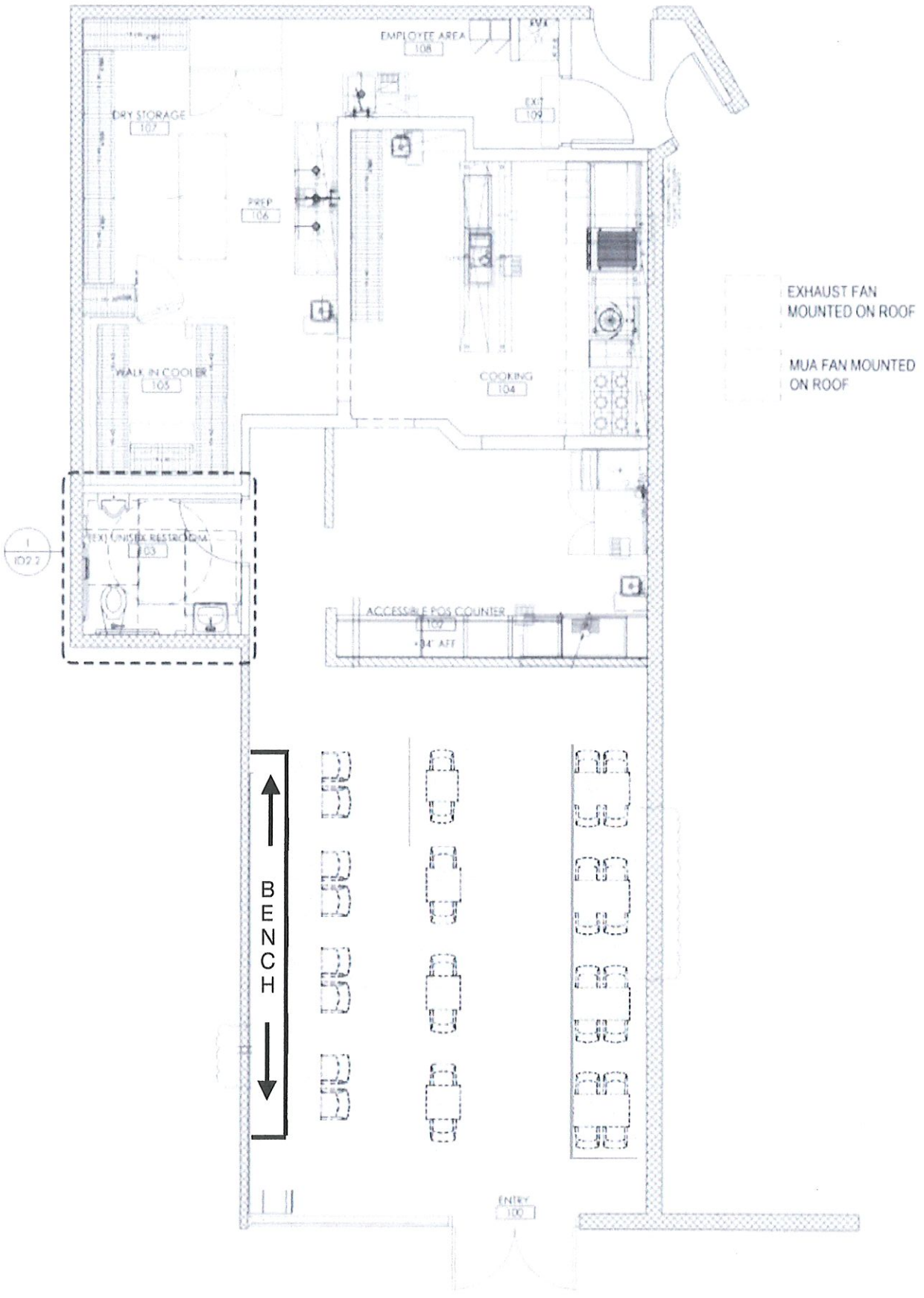
Taco de Birria Estillo Guadalajara is a special Mexican Restaurant for a few reasons one is our birria has secret sauce and we do fresh food daily, which gives it a real taste of fresh food right from our city to yours.

1. The previous business there went bankrupt because they did not have enough seating and it was too late for him to make changes. We have seen an increase in the previous tenant of clients and local businesses coming to us saying they like to sit and eat their meal, that they are happy that we have this available. We have told them we are going to the city now for a change and that the city has allowed us this privilege for now.

2. We are also working with Aliso Viejo Little League on and off the field to donate money and sponsorship we are now having team night for each team we are also working on Saturdays at the fields to raise money, all the families love our food and service and are grateful for all the funds we are raising for their children. We also have a deal in place with Dana Hills High School that we are having success in as well. We are working with the churches doing events. We just did 330 people for Calvary Chapel in Aliso Viejo and have helped many businesses in catering.

We hope that you can help us keep seating as a new floor plan attached.

Tacos De Birria Estilo Guadalajara LLC
30251 Golden Lantern E-367
Laguna Niguel CA, 92677.


EMPLOYEE AREA
108
EXIT
109
DRY STORAGE
107
PREP
106
WALK IN COOLER
105
COOKING
104
EXHAUST FAN
MOUNTED ON ROOF
MUA FAN MOUNTED
ON ROOF
1
102.2
UNISEX RESTROOM
103
ACCESSIBLE POS COUNTER
102
34" AFF
BENCH
ENTRY
100

ALISO VIEJO

Tacos de Birria Estilo Guadalajara

22912 Pacific Park Drive, Suite B

Use-2023-00012 (Conditional Use Permit)

City Council

September 6, 2023

Project Request

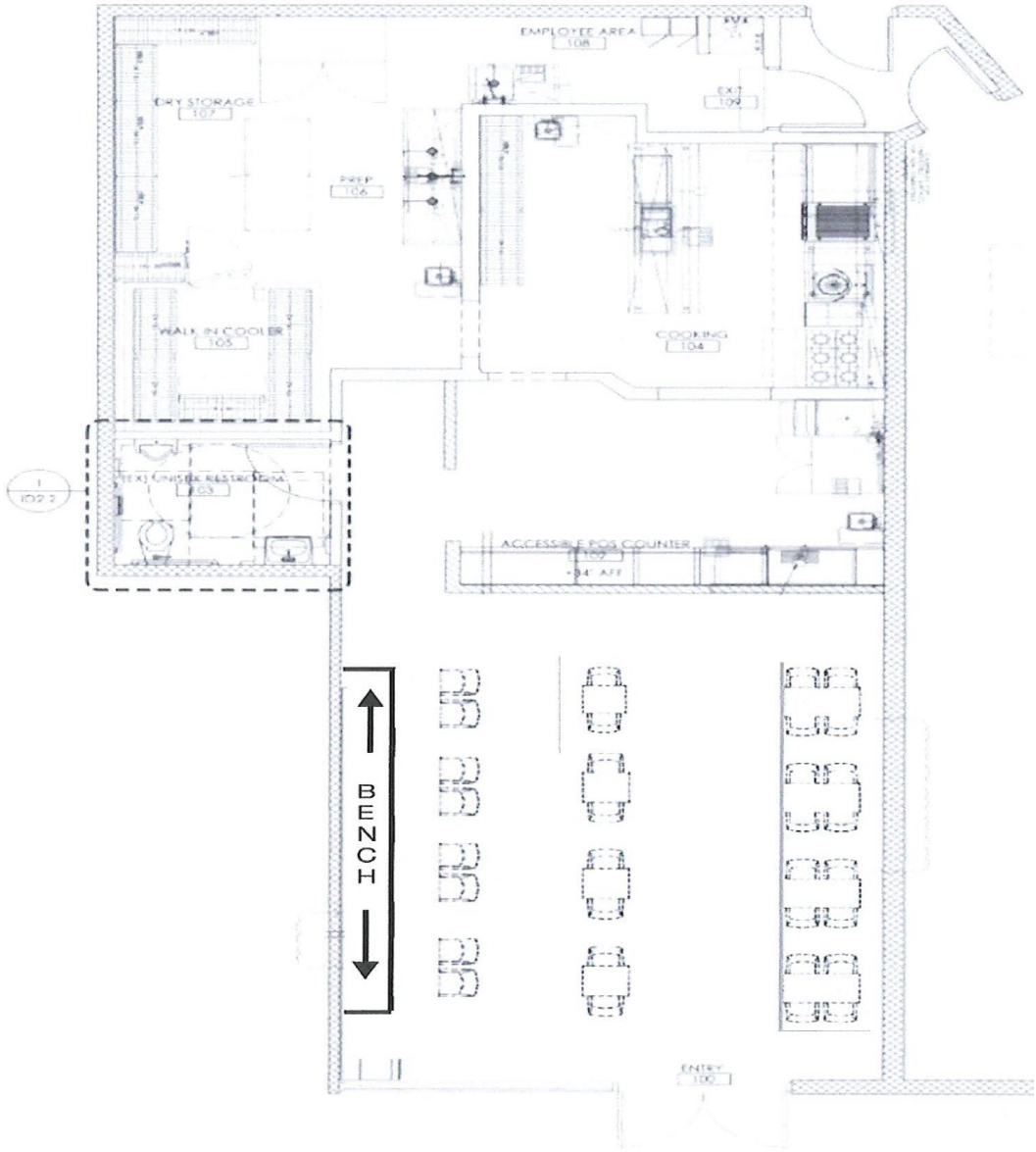
- Conditional Use Permit ("CUP") request for an existing restaurant to increase the seat count from 16 to 40
- The CN zoning district outright permits restaurants with 16 seats or less
- Restaurants with 17 or more seats require approval of a CUP

Project Location





Floor Plan


EMPLOYEE AREA
108
DRY STORAGE
107
PREP
106
EXIT
109
WALK IN COOLER
105
COOKING
104
ACCESSIBLE POS COUNTER
34" AFF
BENCH
ENTRY
100

Staff Recommendation to City Council:

1. Open and conduct a public hearing;

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

3. Adopt a Resolution approving Planning Application USE-2023-00012 for a conditional use permit to increase the number of dining room seats from 26 to 40 at 22912 Pacific Park Drive, Suite B.