AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, OCTOBER 4, 2023
6:30 PM CLOSED SESSION
7:00 PM REGULAR MEETING

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA

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

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

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

Regular meetings of the City Council are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Copies of the agenda are available in the lobby at City Hall on the Thursday preceding a regularly scheduled City Council meeting. All communications received by the City regarding an agenda item have been included in the agenda materials. Supplemental documents relating to specific agenda items, including communications received after agenda delivery, are presented at the dais and in the Public Copy agenda binder at the time of the meeting. Supplemental documents are also available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

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

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

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

CALL TO ORDER: CONVENE SPECIAL MEETING

PUBLIC COMMENTS:

CLOSED SESSION:

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

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

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1. FEATURED BUSINESS OF THE MONTH - PEDIATRIC DENTISTRY
Certificate of Recognition

1.2. PROCLAMATION – FIRE PREVENTION WEEK
Proclamation

1.3. MOULTON NIGUEL WATER DISTRICT PRESENTATION REGARDING PROJECT & DISTRICT UPDATES

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 September 6, 2023 Special Meeting and September 6, 2023 Regular Meeting.

Draft Minutes - September 6, 2023 Special Meeting

Draft Minutes - September 6, 2023 Regular Meeting

4.3. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between August 18 and September 14, 2023, in the amount of $1,341,486.05.

Staff Report

Attachment 1 - Accounts Payable Report

4.4. TREASURER'S STATEMENT – AUGUST 2023

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

Staff Report

Attachment 1 - August 2023 Treasurer's Statement

4.5. COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT COMPLIANCE (SB 165) REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023

Recommended Action: For City Council to accept and file the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) Local Agency Special Tax and Bond Accountability Act Compliance ("SB 165") Report for Fiscal Year June 30, 2023.

Staff Report

Attachment 1 – SB 165 Report

4.6. AWARD CONTRACT TO NIEVES LANDSCAPE, INC. FOR THE CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

Recommended Action:

1. Approve Contract Documents, Specifications, and Plans for the City Hall Landscape and Irrigation Improvement Project;
2. Award a contract in the amount of $157,314 to Nieves Landscape, Inc. as the lowest responsible bidder for the City Hall Landscape and Irrigation Improvement Project;
3. Authorize the City Manager to execute a contract with Nieves Landscape, Inc.;
4. Authorize City staff to make total compensation to Nieves Landscape, Inc. up to $157,314 plus $31,462.80 (20% of the contract amount) to allow for contingencies, totaling $188,776.80; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

Staff Report
Attachment 1 - Contract
Attachment 2 - Submitted Bid

4.7. RELEASE OF BONDS FOR THE GRADING AND LANDSCAPING IMPROVEMENTS FOR THE 15-25 ENTERPRISE GRADING AND LANDSCAPING CONSTRUCTION PROJECT

Recommended Action: Adopt a Resolution exonerating Grading Surety Bond No. SU1190293 and Landscaping Surety Bond No. SU1190294 for the 15-25 Enterprise Grading and Landscaping Construction Project.

Staff Report
Attachment 1 - Resolution

4.8. CALRECYCLE RESOLUTION FOR GRANT FUNDING

Recommended Action: Adopt a Resolution authorizing submittal of applications for all CalRecycle grants and payment programs for which the City of Aliso Viejo is eligible.

Staff Report
Attachment 1 - Resolution

4.9. ADOPTION OF THE 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Action:

1. Find that the 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) is not subject to the California Environmental Quality Act (CEQA) because the activity is not a project as defined in Section 15378 (b)(5) of the State CEQA Guidelines;
2. Approve and adopt the 2022-2023 CAPER; and
3. Authorize the City Manager to submit the CAPER to the United States Department of Housing and Urban Development (HUD) and authorize the City Manager to submit all related documents.

Staff Report
Attachment 1 - 2022-23 CAPER

5. PUBLIC HEARINGS:

None.

6. DISCUSSION:

6.1. COMMUNITIES FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) – 2023 SPECIAL TAX REFUNDING BONDS

Recommended Action:

1. Adopt a Resolution authorizing the 2023 special tax refunding bonds of the Community Facilities District 2005-01 (Glenwood at Aliso Viejo), approving the form Fiscal Agent Agreement, authorizing negotiation of terms of the sale of bonds, approving a Preliminary Official Statement, authorizing preparation of a Final Official Statement; and approving other related documents and actions; and
2. Authorize the City Manager to execute necessary documents for the refinancing of the bonds.

Staff Report
Attachment 1 - Resolution
Attachment 2 - Fiscal Agent Agreement
Attachment 3 - Preliminary Official Statement
Attachment 4 - Bond Purchase Agreement
Attachment 5 - Irrevocable Refunding Instructions
Attachment 6 - Presentation

6.2. EMPLOYEE HEALTH BENEFIT ALLOWANCE

Recommended Action: Adopt a Resolution approving an increase to the employee health benefit allowance based on a tiered system determined by number of dependents, effective January 1, 2024.

Staff Report
Attachment 1 - Resolution

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is October 18, 2023.

Certificate of Recognition

Presented to

PEDIATRIC DENTISTRY

Aliso Viejo
Business of the Month
October 2023

Presented this 4th day of October, 2023

Richard Hurt, Mayor

Proclamation

Fire Prevention Week
October 8-14, 2023

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, cooking is the leading cause of house fires and injuries in the nation causing nearly half of all home structure fires; and

WHEREAS, an average of 358,500 homes experience a structural fire each year, resulting in 7 deaths every day; and

WHEREAS, more than a third of home fire deaths occur in homes with no smoke alarms, however, the risk of dying in reported home structure fires is 55 percent lower in homes with working smoke alarms; and

WHEREAS, Orange County residents are responsive to public education and outreach measures and can take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention Week theme, "Cooking Safety Starts with YOU. Pay Attention to Fire Prevention" effectively serves to remind us to educate everyone about simple but important actions they can take to keep themselves and those around them safe from cooking fires.

NOW THEREFORE, BE IT RESOLVED, that the Aliso Viejo City Council does hereby declare October 8-14, 2023, as "Fire Prevention Week" and urges Aliso Viejo residents to practice safe cooking habits, such as staying in the kitchen while cooking, removing items from around the stove that can catch fire, and supporting the many public safety activities and efforts of Orange County Fire Authority during Fire Prevention Week 2023.

Dated this 4th day of October, 2023

Richard Hurt, Mayor

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
September 6, 2023, 6:00 PM
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 HONGDAO NGUYEN, ASSISTANT CITY ATTORNEY PATRICIA CANTONWINE, HUMAN RESOURCES ANALYST

PUBLIC COMMENTS:

None.

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

REPORT FROM CLOSED SESSION:

Assistant City Attorney HongDao Nguyen stated there was no reportable action taken.

ADJOURNMENT: Mayor Hurt adjourned the meeting at 6:57 p.m. to the September 6, 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
SEPTEMBER 6, 2023, 7:00 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Hurt called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:05 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 HONGDAO NGUYEN, ASSISTANT CITY ATTORNEY MITZI ORTIZ, CITY CLERK ANN EIFERT, FINANCIAL SERVICES DIRECTOR SHAUN PELLETIER, PUBLIC WORKS DIRECTOR SO KIM, COMMUNITY DEVELOPMENT DIRECTOR ROSE RIVERA, SENIOR PLANNER CINDY COLLINS, INTERIM COMMUNITY SERVICES MANAGER ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER CAPT. ALAN VILLANUEVA, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Chief of Police Services Captain Alan Villanueva led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

Assistant City Attorney HongDao Nguyen stated there was no reportable action taken.

1. SPECIAL PRESENTATIONS:

DRAFT

1.1. PROCLAMATION – 2023 HUNGER ACTION MONTH

Mayor Hurt presented the proclamation to Second Harvest Food Bank Board Member Dr. John Ralls. Dr. Ralls expressed his appreciation and commented on the importance of the designation.

1.2. PROCLAMATION – NATIONAL PREPAREDNESS MONTH

Mayor Hurt presented the proclamation to Senior Emergency Management Program Coordinator Sarah Limones. Ms. Limones expressed her appreciation and commented on the importance of the designation.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

1. Soodabeh Ehtesham provided information on financial education opportunities.

4. CONSENT CALENDAR:

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

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the August 16, 2023 Special Meeting and 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.

4.4. TREASURER'S STATEMENT – JULY 2023

Recommended Action: Receive and file the 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.

4.6. SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RDA, LLC TO PROVIDE PLANNING CONSULTANT SERVICES

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, LLA to increase the total compensation by $65,000.

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

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

City Manager David Doyle provided an overview. Staff responded to questions regarding agreement term. Councilmembers commented on the matter. Mayor Hurt opened the public hearing. There were no comments. Mayor Hurt closed the public hearing.

Recommended Action:
1. Open and conduct a public hearing;
2. 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 Resolution No. 2023-26 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.

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

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

City Manager David Doyle introduced Community Development Director So Kim, who provided an overview. Staff responded to questions regarding limit on permit extensions. Mayor Hurt opened the public hearing. There were no comments. Mayor Hurt closed the public hearing.

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).

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

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)

City Manager David Doyle introduced Senior Planner Rose Rivera, who provided an overview. Applicant Jesus Serratos provided additional information. Staff responded to questions regarding floor plan. Councilmembers commented on the matter. Mayor Hurt opened the public hearing. There were no comments. Mayor Hurt closed the public hearing.

Recommended Action: Adopt Resolution No. 2023-27 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).

Motion: Councilmember Ackley 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 announced Furry Friends Pet Fair to be held from 9:00 a.m. to 12:00 p.m. on September 9, 2023, at Aliso Viejo Ranch; Red Cross Blood Drive to be held from 12:00 p.m. to 6:00 p.m. on September 13, 2023, at Aliso Viejo Ranch; and registration for recreation programs.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Chun:
- Commented on Furry Friends Pet Fair
- Attended Soka University Tour Our Town
- Attended Aliso Niguel High School Dance Team Car Wash
- Attended Aliso Viejo Chamber of Commerce After Hours Event
- Attended meeting with OCFA, AVCA, and Moulton Niguel Water District
- Announced Aliso Viejo Youth Council Music for Maui fundraising event

Councilmember Duncan:
- Commented on OCSD bicycle and pedestrian safety enforcement operation

Councilmember Ackley:
- Wished students well in the new school year
- Requested adjournment with moment of silence in remembrance of 9/11

Mayor Pro Tem Munzing:
- Attended Aliso Viejo Chamber of Commerce After Hours event

Mayor Hurt:
- Expressed appreciation to staff

9. ADJOURNMENT:

Mayor Hurt adjourned the meeting at 7:47 to the regularly scheduled meeting of October 4, 2023.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
RICHARD HURT
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: October 4, 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 18 and September 14, 2023, in the amount of $1,341,486.05.

Fiscal Impact:

Expenditures in the amount of $1,341,486.05.

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 18 and September 14, 2023, for a total of $1,341,486.05 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		
UNITED OF OMAHA LIFE INSURANCE CO.	SEP'23 LIFE INSURANCE	1,645.28
CALPERS HEALTH	SEP'23 CALPERS HEALTH PREMIUM	24,202.30
CALPERS HEALTH	SEP'23 HEALTH PREMIUM - RC	1,815.15
AARON FLORA	FY22-23 TRUE UP RENEWABLE FARMS	(18,156.05)
SUNRUN INSTALLATION SERVICES	PVR-2022-00033_1 ELDERWOOD_PERMIT REFUND	153.50
SUNRUN INSTALLATION SERVICES	PVR-2022-00016_26 WINDFLOWER_PERMIT REFUND	153.50
SUNRUN INSTALLATION SERVICES	PVR-2022-00045_23402 EL REPOSA_PERMIT REFUND	153.50
SUNRUN INSTALLATION SERVICES	PVR-2022-00114_32 MALLORN DR_PERMIT REFUND	153.50
SUNRUN INSTALLATION SERVICES	PVR-2022-00084_3 LAURELWOOD ST_PERMIT REFUND	153.50
SUNRUN INSTALLATION SERVICES	PVR-2022-00033_1 ELDERWOOD_FIXTURE FEE REFUND	38.30
SUNNY KIM	P#20-1109 REFUND-SUNNY KIM/3 BIRCHMONT	500.00
JASON BIRD	CE#21-85-REFUND OF APPEAL DEPOSIT-JASON BIRD	460.00
ADVANCED PERMIT SERVICES	BLDR-2022-00079_35 SANTA CLARA ST_ADVANCED PERMIT	93.31
SAMUEL HUBINETTE RACING INC	BLDG-2020-0685_25 ALISAL CT_SAMUEL HUBINETTE RACIN	2,456.51
SAMUEL HUBINETTE RACING INC	BLDG-2020-0685_25 ALISAL CT_SAMUEL HUBINETTE RACIN	259.71
SAMUEL HUBINETTE RACING INC	BLDG-2020-0685_25 ALISAL CT_SAMUEL HUBINETTE RACIN	175.62
SAMUEL HUBINETTE RACING INC	BLDG-2020-0685_25 ALISAL CT_SAMUEL HUBINETTE RACIN	274.65
PROFESSIONAL ROOFING	CD-2023-00053_21 SPICEWOOD_PROFESSIONAL ROOFING	500.00
CHOICE BUILDER	OCT'23 DENTAL INSURANCE	1,868.05
CHOICE BUILDER	OCT'23 DENTAL - RC	145.88
CHOICE BUILDER	OCT'23 DENTAL - RH	96.90
CHOICE BUILDER	OCT'23 DENTAL - TA	47.64
CHOICE BUILDER	OCT'23 VISION INSURANCE	307.36
CHOICE BUILDER	OCT'23 VISION - RH	15.03
CHOICE BUILDER	OCT'23 VISION - RC	24.19
RJM DESIGN GROUP INC	JUL'23 ENG2247/SUMMIT IV 15-25 ENTERPRISE INSPECT	492.30
RJM DESIGN GROUP INC	JUL'23 CITY LIGHTS LANDSCAPE - 3RD PLAN CHECK	257.00
CHARLES ABBOTT ASSOC INC	JUL'23 FERREIRA (MNWD) -R.BRUNELL	735.00
CHARLES ABBOTT ASSOC INC	JUL'23 SCE -R.BRUNELL	498.75
CHARLES ABBOTT ASSOC INC	JUL'23 MNWD -R.BRUNELL	918.75
CHARLES ABBOTT ASSOC INC	JUL'23 COX -R.BRUNELL	52.50
CHARLES ABBOTT ASSOC INC	JUL'23 GAS COMPANY -R.BRUNELL	52.50
CHARLES ABBOTT ASSOC INC	JUL'23 CITY LIGHTS GRADING -R.BRUNELL	52.50
CHARLES ABBOTT ASSOC INC	JUL'23 15-25 ENTERPRISE SUMMIT IV -R.BRUNELL	105.00
CHARLES ABBOTT ASSOC INC	JUL'23 WEBBS GRAINWORKS-R.BRUNELL	105.00
CHARLES ABBOTT ASSOC INC	JUL'23 GLAUKOS1 GRADING -R.BRUNELL	131.25
CHARLES ABBOTT ASSOC INC	JUL'23 COMMONS GRADING -R.BRUNELL	236.25
CHARLES ABBOTT ASSOC INC	JUL'23 GLAUKOS2 GRADING - R.BRUNELL	288.75
CHARLES ABBOTT ASSOC INC	JUL'23 GLAUKOS2 - S.WILSON	95.00
CHARLES ABBOTT ASSOC INC	JUL'23 GLAUKOS1 - S.WILSON	95.00
CHARLES ABBOTT ASSOC INC	JUL'23 COMMONS - S.WILSON	142.50
ROBERT TERRY BUNYAN	ELEC-2023-00028_7 JOURNEY_WEBBS GRAINWORKS_REFUND	50.04
ROBERT TERRY BUNYAN	ELEC-2023-00028_7 JOURNEY_WEBBS GRAINWORKS_REFUND	21.48
ROBERT TERRY BUNYAN	ELEC-2023-00028_7 JOURNEY_WEBBS GRAINWORKS_REFUND	3.00
ROBERT TERRY BUNYAN	ELEC-2023-00028_7 JOURNEY_WEBBS GRAINWORKS_REFUND	2.50
JIM MURRAY ROOFING INC	BLDC-2023-00071_1 GOLDEN RAIN_JIM MURRAY ROOFING	1,500.00
		23,372.40
CITY COUNCIL		
CALPERS HEALTH	SEP'23 HEALTH PREMIUM PEMHCA MINIMUM - RC	151.00
AT&T	AUG'23 CITY COUNCIL PHONE LINES	236.61
US BANK PURCHASING CARD PROGRAM	DL 7/31 RC-LOCC CONF-FLIGHTS-9/20-9/22	295.96
US BANK PURCHASING CARD PROGRAM	DL 7/24 RC-LOCC CONF-REGISTRATION-9/20-9/22	650.00
US BANK PURCHASING CARD PROGRAM	DL 7/24 RH-LOCC CONF-REGISTRATION-9/20-9/22	650.00
	CITY COUNCIL TOTAL:	**1,983.57**
CITY MANAGER		
CALPERS HEALTH	SEP'23-PG-HEALTH PREMIUM	151.00

Vendor Name	Description (Item)	Amount
AT&T	AUG'23 HUMAN RESOURCE PHONE	50.34
AT&T	AUG'23 CITY MANAGER PHONE	50.34
CHOICE BUILDER	SEP'23 DENTAL - CC	(65.71)
CHOICE BUILDER	SEP'23 VISION - CC	(6.48)
US BANK PURCHASING CARD PROGRAM	DD 7/25 CM FASTRACK/TOLL ROADS MONTHLY CHARGES	335.00
US BANK PURCHASING CARD PROGRAM	DD 8/10 PARKING-AVALON BAY-CM MEETING	8.75
US BANK PURCHASING CARD PROGRAM	DL 7/27 OCCMA CATERING-AUGUST LUNCHEON-8/2	3,345.51
US BANK PURCHASING CARD PROGRAM	DL 8/10 OCCMA JUNE RETREAT ATTENDANCE-SK & MO	116.00
US BANK PURCHASING CARD PROGRAM	DL 8/10 OCCMA DD MEMBERSHIP - 1/2*	475.00
	CITY MANAGER TOTAL:	**4,459.75**
ECONOMIC DEVELOPMENT		
COSTAR REALTY INFORMATION, INC	8/1/23-7/31/24 COMMERCIAL REAL ESTATE SUBSCRIPTION	4,977.00
ERIC WINTER	JUL'23-BUS OF THE MONTH_CHUPONCITO	772.19
ERIC WINTER	AUG'23-BUS OF MONTH_CODE NINJAS	772.19
	ECONOMIC DEVELOPMENT TOTAL:	**6,521.38**
HUMAN RESOURCES		
CHARLES C STILL	AUG'23-RW/SB/KD SECURE LIVE SCAN FEES	186.00
US BANK PURCHASING CARD PROGRAM	DL 8/09 OA PANEL SBUX-DL-CC-MO-JJ-CN	26.65
US BANK PURCHASING CARD PROGRAM	PC 8/9 OA PANEL LUNCH-EUREKA-PC-MO-CN-JJ-CC	124.52
	HUMAN RESOURCES TOTAL:	**337.17**
CITY CLERK		
US BANK PURCHASING CARD PROGRAM	MO 8/21 PARMA PUBLIC ENTITY MEMBERSHIP	300.00
US BANK PURCHASING CARD PROGRAM	DL 8/10 OCCMA AUG LUNCHEON - MO ATTENDANCE - 2/2*	63.00
ICC GENERAL CODE, INC	MUNI CODE-WEB UPD 2PGS W. PICS/TBLS ORD2023-236	159.00
	CITY CLERK TOTAL:	**522.00**
CITY ATTORNEY		
BEST BEST & KRIEGER	JUL'23 BBK GENERAL RETAINER LEGAL SERVICES	24,150.00
BEST BEST & KRIEGER	JUL'23 BBK LABOR & EMPLOYMENT	292.50
BEST BEST & KRIEGER	JUL'23 BBK LABOR & BENEFITS	1,072.50
BEST BEST & KRIEGER	JUL'23 MAJOR GENERAL PLAN UPDATE	1,127.10
BEST BEST & KRIEGER	JUL'23 BBK AIR FREEDOM LANE	2,149.50
BEST BEST & KRIEGER	JUL'23 BBK GENERAL LITIGATION	2,605.00
BEST BEST & KRIEGER	JUL'23 BBK 89 PLAYA CIRCLE	1,323.90
BEST BEST & KRIEGER	JUL'23 BBK GENERAL PLAN TOWN CTR SPECIFIC PLAN	317.90
	CITY ATTORNEY TOTAL:	**33,038.40**
FINANCE		
CALPERS HEALTH	SEP'23 CALPERS ADMIN FEE	83.23
CALPERS HEALTH	SEP'23 CALPERS ADMIN FEE	6.29
PARS	JUN'23 PARS REP FEES	300.00
MACLEOD WATTS INC	FY22-23 GASB 75 ACTUARIAL REPORT	1,325.00
CHOICE BUILDER	OCT'23 ADMIN FEE	35.00
STAPLES ADVANTAGE	AUG'23 FINANCE SUPPLIES - LOGITECH MOUSE	53.86
US BANK PURCHASING CARD PROGRAM	AE 7/31 LMS VIRTUAL TRAINING REGISTRATION	35.00
US BANK PURCHASING CARD PROGRAM	AE 8/01 GOVT. FINANCE OFFICERS RENEWAL	305.00
HDL COREN & CONE	JUL-SEP'23 PROPERTY TAX CONTRACT SERVICES	1,826.31
	FINANCE TOTAL:	**3,969.69**
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	AUG'23 ACCT#0202 CH CABLE TV	178.10
COX COMMUNICATIONS, INC	AUG'23 ACCT#9302 CH SERVER ROOM INTERNET	85.39
DIRECT SOURCE COMMUNICATION INC	APR'23 INSTALL NEW CAMERAS&REPAIR EXISTING NETWORK	9,132.07
AT&T	AUG'23 EOC PHONES LINES	107.67
AT&T	AUG'23 CITY HALL MIFI	163.96
AT&T	AUG'23 FLEET COMPLETE GPS	203.72
AT&T	AUG'23 EOC MIFI	160.96
AT&T	AUG'23 CH AT&T FIBER INTERNET SERVICE	1,695.39
TANGENT COMPUTERS INC	8/23/23-9/22/23 CH O365 - LICENSES & SUPPORT	2,999.86
AT&T	SEP'23 CH-ALARM/POTS LINE	2,243.53
STAPLES ADVANTAGE	AUG'23 HP M454 TONER	324.64
US BANK PURCHASING CARD PROGRAM	IA 7/28 EOC YOUTUBE SUBSCR	72.99
US BANK PURCHASING CARD PROGRAM	IA 8/9 GODADDY.COM CITYOFALISOVIEJO.COM	17.88
US BANK PURCHASING CARD PROGRAM	IA 8/02 STELLAR DATA RECOVERY	49.95
US BANK PURCHASING CARD PROGRAM	IA 8/16 WAITWHILE SUBSCRIPTION	159.00
GOTO COMMUNICATIONS	SEP'23 CH GOTO VOIP SERVICE & SUPPORT	1,990.75

	Vendor Name	Description (Item)	Amount
	LUNAVI, INC	SEP'23 OFFSITE BACKUP STORAGE	1,267.98
		INFORMATION TECHNOLOGY TOTAL:	**20,853.84**
NON-DEPARTMENTAL			
	RICOH USA	JUN'23 2504EX (FRONT COUNTER)-PRINTS-LATECHG	5.00
	VANTIS MAINTENANCE CORPORATION	SEP'23 38 COLONIAL WAY HOA FEES	374.79
	NIEVES LANDSCAPE INC	AUG'23 VISTA PARK LANDSCAPE MAINTENANCE	1,028.96
	FEDERAL EXPRESS	8/17/23-COUNCIL MAIL OUTGOING_RH TO RLL	11.45
	MOULTON NIGUEL WATER DIST	6/19/23-7/17/23 METER#2206 VISTA WATER SVC	616.45
	MOULTON NIGUEL WATER DIST	7/17/23-8/14/23 METER#2206 VISTA WATER SVC	984.75
	ASCAP	FY23-24 ASCAP MUSIC LICENSE	435.00
	CERTIFIED RECORDS MANAGEMENT	SEP'23 - RECORDS OFF SITE STORAGE	443.68
	RICOH USA	SEP'23 RICOH C5200S COPY ROOM LEASE (3260)	727.27
	RICOH USA	SEP'23 RICOH C5200S COPY ROOM LEASE TAX (3260)	2.65
	BLUETRITON BRANDS INC	JUL'23 CH COFFEE/WATER FILTRATION & FLTR SVC	59.00
	BLUETRITON BRANDS INC	AUG'23-CH-COFFEE/WATER FILTRATION & FLTR SVC	59.00
	SIMONSON PHOTOGRAPHY, INC	8/25 - MO BUSINESS SESSION/1 PHOTO	175.00
	DS SERVICES OF AMERICA, INC	8/17 CH BOTTLED WATER SERVICE_5 CASES	54.94
	IPROMOTEU.COM INC	BUSINESS CARDS - AVR	67.83
	CIVICPLUS INC	WEBSITE BANNER UPDATE	160.00
	CINTAS CORPORATION NO. 2	AUG'23 - CH FIRST AID SUPPLIES	156.24
	STAPLES ADVANTAGE	AUG'23 - COPY&BREAKROOM SUPPLIES NON DEPARTMENTAL	365.16
	QUADIENT FINANCE USA, INC	QUADIENT POSTAGE-ADDED 8/31/23	500.00
	KYRSTI NICOLE ASHMALL	JUL'23-9.11 HRS-PIO/MAYORS OUTREACH	819.90
	KYRSTI NICOLE ASHMALL	AUG'23-4.99 HRS-PIO_GENERAL	449.10
	US BANK PURCHASING CARD PROGRAM	LL 8/16 COSTCO DELIVERY	265.89
	US BANK PURCHASING CARD PROGRAM	LL 8/16 CC DINNER LUNA GRILL	17.76
	US BANK PURCHASING CARD PROGRAM	LL 8/16 CC DINNER LUNA GRILL	306.91
	GLENWOOD MAINTENANCE CORPORATION	SEP'23 35 PLAYA CIR HOA FEES + AUG'23 LATE CHG	163.52
		NON-DEPARTMENTAL TOTAL:	**8,250.25**
C. S. ADMINISTRATION			
	CALPERS HEALTH	SEP'23-HW-HEALTH PREMIUM	151.00
	CALPERS HEALTH	SEP'23-DP-HEALTH PREMIUM	151.00
	US BANK PURCHASING CARD PROGRAM	IA 8/03 OPAH SEAFOOD - IA CC EM MO	116.98
	US BANK PURCHASING CARD PROGRAM	8/17 JB-DOMINOES - STAFF MEETING	60.25
	US BANK PURCHASING CARD PROGRAM	8/17 JB-DOMINOES - STAFF MEETING	37.70
	US BANK PURCHASING CARD PROGRAM	7/25 JB-TARGET-STORAGE BIN	23.26
	US BANK PURCHASING CARD PROGRAM	7/25 JB-SMART AND FINAL - BREAKROOM SUPPLIES	30.16
	US BANK PURCHASING CARD PROGRAM	8/14 JB - COSTCO - OFFICE SUPPLIES	32.30
	US BANK PURCHASING CARD PROGRAM	JNL 8/02 RALPHS PET FAIR SUPPLIES - 1/2*	21.99
		C. S. ADMINISTRATION TOTAL:	**624.64**
IGLESIA PARK			
	NIEVES LANDSCAPE INC	AUG'23 IGLESIA LANDSCAPE MAINTENANCE	6,846.00
	PV MAINTENANCE INC	AUG'23 IGLESIA PARK MAINTENANCE	571.55
	SO CAL EDISON	AUG'23 ACCT#7997 IGELSIA PARK	238.31
	EL TORO WATER DISTRICT	JUL'23 MTR#4114 IGLESIA PARK	889.23
	EL TORO WATER DISTRICT	JUL'23 MTR#3499 IGLESIA PARK	1,032.33
	EL TORO WATER DISTRICT	JUN'23 MTR#4114 IGLESIA PARK	580.77
	EL TORO WATER DISTRICT	JUN'23 MTR#3499 IGLESIA PARK 2	653.91
		IGLESIA PARK TOTAL:	**10,812.10**
IGLESIA BUILDING			
	TEAM ONE MANAGEMENT SERVICES	AUG'23 IGLESIA JANITORIAL SERVICE	1,250.00
	ZAPP PEST MANAGEMENT	AUG'23 PEST CONTROL SERVICES IGLESIA PARK	75.00
	SONITROL ORANGE COUNTY LLC	SEP'23 IGLESIA - ACCESS CONTROL	104.18
	SO CAL EDISON	AUG'23 ACCT#7997 IGLESIA BLDG	2,975.95
	EL TORO WATER DISTRICT	JUL'23 MTR#5016 IGLESIA BLDG	232.16
	EL TORO WATER DISTRICT	JUN'23 MTR#5016 IGLESIA BUILDING	227.81
		IGLESIA BUILDING TOTAL:	**4,865.10**
PLANNING			
	CALPERS HEALTH	SEP'23-MF-HEALTH PREMIUM	151.00
	CIVIC SOLUTIONS INC	JUL'23 JK GB PLANNING CONSULTANT SERVICES	6,411.00
	CIVIC SOLUTIONS INC	AUG'23 JK GB PLANNING CONSULTING SERVICES	10,657.00
	CIVIC SOLUTIONS INC	AUG'23 GB PLANNING CONSULTING SERVICES	172.00
	REBECCA J CAHA	JUL'23 AFFORD.HOUSING CONSULTANT SERVICES	2,061.42

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	IA 7/30 CONSTANTCONTACT.COM SUBSCR	45.00
ROSE RIVERA	RR 8/31 APA 7TH ANNUAL HISTORIC SYMP PARKING REIMB	10.00
US BANK PURCHASING CARD PROGRAM	SK 08/31OC-APA 7TH ANNUAL HIST SYMP-RRIVERA & SKIM	40.00
	PLANNING TOTAL:	**19,547.42**
BUILDING		
CHARLES ABBOTT ASSOC INC	JUL'23 BUILDING AND SAFETY CONTRACT SERVICES	56,558.58
US BANK PURCHASING CARD PROGRAM	SK 08/31 OC-APA 7TH ANNUAL HIST SYMP-EMCCANN	25.00
	BUILDING TOTAL:	**56,583.58**
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	JUL'23 CODE ENFORCEMENT CONTRACT SERVICES	8,585.00
	CODE ENFORCEMENT TOTAL:	**8,585.00**
ENGINEERING (GENERAL)		
AT&T	AUG'23 PUBLIC WORKS TABLETS	120.72
US BANK PURCHASING CARD PROGRAM	SP 8/16 APWA CONFERENCE EXPOSITION	50.00
PV MAINTENANCE INC	SEP'23 WAREHOUSE LEASE	1,035.00
LAGUNA CANYON FOUNDATION	FY23-24 WCB ALISO CREEK RESTORATION MATHING FUNDS	10,000.00
RICHARD FISHER ASSOCIATES	AUG'23 LANDSCAPE INSPECTION SERVICES	4,877.21
CHARLES ABBOTT ASSOC INC	JUL'23 NPDES SERVICES	12,587.50
CHARLES ABBOTT ASSOC INC	JUL'23 SOLID WASTE SERVICE	5,717.50
US BANK PURCHASING CARD PROGRAM	EM 8/17 PWX 2023 REGISTRATION 8/28/23 EXPO	50.00
COUNTY OF ORANGE	FY23-24 NPDES WQ IMPLEMENTATION_COUNTY OF ORANGE	885.35
	ENGINEERING (GENERAL) TOTAL:	**35,323.28**
STREET MAINTENANCE		
PV MAINTENANCE INC	AUG'23 STREET MAINTENANCE	21,414.06
PV MAINTENANCE INC	AUG'23 TROPICAL STORM HILARY RESPONSE	6,641.50
CHARLES ABBOTT ASSOC INC	JUL'23 STREET MAINTENANCE INVESTIGATION	5,066.25
	STREET MAINTENANCE TOTAL:	**33,121.81**
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	SEP'23 LAW ENFRCMNT |BODY CAMERAS | IN-CAR VIDEO	814,017.58
	LAW ENFORCEMENT-CONTRACT TOTAL:	**814,017.58**
LAW ENFORCEMENT-OTHER		
AT&T	AUG'23 PALS PHONE LINE	45.31
ALL CITY MANAGEMENT SERVICES	8/06-8/19/23 184 HRS-CROSSING GUARD SERVICES	5,694.80
US BANK PURCHASING CARD PROGRAM	RD 7/28 THE TOLL ROADS FOR CITY VEHICLES AND AVPS	575.00
US BANK PURCHASING CARD PROGRAM	RD 7/26 BATTERY FOR PALS VEHICLE	239.65
US BANK PURCHASING CARD PROGRAM	RD 7/24 TRAINING ANNUAL MADD CONFERENCE	70.00
US BANK PURCHASING CARD PROGRAM	RD 8/02 ANNUAL INTERNATIONAL CPTED	68.98
	LAW ENFORCEMENT-OTHER TOTAL:	**6,693.74**
CRIME PREVENTION		
STAPLES ADVANTAGE	MAR'23 CRIME PREVENTION OFFICE SUPPLIES	293.02
	CRIME PREVENTION TOTAL:	**293.02**
EOC		
US BANK PURCHASING CARD PROGRAM	SL 8/03 IAEM MEMBERSHIP DUES	199.00
US BANK PURCHASING CARD PROGRAM	SL 8/08 EVAC MGR KITS	19.38
US BANK PURCHASING CARD PROGRAM	SL 8/08 EVAC MGR KITS	98.42
US BANK PURCHASING CARD PROGRAM	SL 8/06 DISASTER FOOD AND AED SIGNS	176.98
US BANK PURCHASING CARD PROGRAM	SL 8/08 NATIONAL PREPAREDNESS MONTH -12 GIFTCARDS	185.00
US BANK PURCHASING CARD PROGRAM	SL 7/24 STOP THE BLEED KIT FOR BUNKHOUSE	641.06
LEE BROEKMAN	9/7 - COACHING SESSION & ASSESSMENTS - S LIMONES	500.00
US BANK PURCHASING CARD PROGRAM	PC 8/20 EOC-TS HILARY-LUNCH-BEYOND THAI-PC-SL	55.94
	EOC TOTAL:	**1,875.78**
	GENERAL FUND TOTAL:	**1,095,651.50**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
TEAM ONE MANAGEMENT SERVICES	AUG'23 CH JANITORIAL SERVICES	2,700.00
ZAPP PEST MANAGEMENT	AUG'23 PEST CONTROL SERVICES CH	75.00
FOSTERS' GARDENS INC	AUG'23 CH PLANT MAINTENANCE	115.00
NIEVES LANDSCAPE INC	AUG'23 CH LANDSCAPE MAINTENANCE	678.00
MOULTON NIGUEL WATER DIST	7/17/23-8/14/23 METER#8510 CH WATER SVC	166.34
MOULTON NIGUEL WATER DIST	6/19/23-7/17/23 METER#8510 CH WATER SVC	163.80
MOULTON NIGUEL WATER DIST	6/19/23-7/17/23 METER#6010 CH WATER SVC	144.01

Vendor Name	Description (Item)	Amount
MOULTON NIGUEL WATER DIST	7/17/23-8/14/23 METER#6010 CH WATER SVC	161.79
MOULTON NIGUEL WATER DIST	6/19/23-7/17/23 METER#7051 CH WATER SVC	336.23
MOULTON NIGUEL WATER DIST	7/17/23-8/14/23 METER#7051 CH WATER SVC	336.23
STARFISH SIGNS & GRAPHICS, INC	EVACUATION MAPS CH	720.73
UNITED BUILDING AND DEVELOPMENT SERVICES LLC	SEP'23 CH REPLACE STICKER ON GLASS DOOR	946.00
SONITROL ORANGE COUNTY LLC	SEP'23 CITY HALL - ACCESS CONTROL	580.38
SONITROL ORANGE COUNTY LLC	SEP'23 CITY HALL - INTRUSION DETECTION	367.04
ORANGE COUNTY FIRE PROTECTION	FY23-24 CH FIRE EXTINGUISHER MAINT	175.50
THURSTON ELEVATOR CONCEPTS INC	SEP'23 CH-ELEVATOR MAINTENANCE	134.00
PACIFIC PARK II ASSOCIATION	JUL-SEP'23 CH ASO ASSOCIATION DUES	1,275.00
THE GAS COMPANY	8/01/23-8/30/23 MTR#16122180 CH GAS SERVICE	66.38
SO CAL EDISON	AUG'23 ACCT#7189 CITY HALL	10,267.80
US BANK PURCHASING CARD PROGRAM	EM 8/11 THE HOME DEPOT - CH CARPET REPAIR	82.25
US BANK PURCHASING CARD PROGRAM	KB 8/10 THE HOMEDEPOT - CARPET REPAIR CH	43.46
US BANK PURCHASING CARD PROGRAM	KB 8/02 FERGUSON SUPPLY-TOILET FLUSH DIAPHR WMS CH	139.24
US BANK PURCHASING CARD PROGRAM	KB 7/31 JOHNSTONE SUPPLY - RUN CAPACITOR A/C CH	7.76
	NON-DEPARTMENTAL TOTAL:	**19,681.94**
	GEN. FD-CITY HALL TOTAL:	**19,681.94**

103 - GF-AV RECREATION SERVICES

RECREATION SERVICES

WESTERN A/V	PROJECTOR REPLACEMENT LAMPS	909.14
MOEN WOODWORKS, INC	AVR CABINETS	8,750.00
ZAPP PEST MANAGEMENT	AUG'23 PEST CONTROL SERVICES AVR	95.00
ZAPP PEST MANAGEMENT	AUG'23 PEST CONTROL SERVICES AVR	125.00
AMAZON CAPITAL SERVICES INC	JUL'23 AVR OFFICE SUPPLIES	112.25
AT&T	AUG'23 PUBLIC WORKS TABLETS	40.24
AT&T	AUG'23 RECREATION PHONE LINES	181.24
FOSTERS' GARDENS INC	AUG'23 AVR INTERIOR PLANT MAINTENANCE	110.00
CINTAS CORPORATION NO. 2	AUG'23 AVR FIRST AID SUPPLIES	146.64
ROXANNE BELL	SUMMER2023-RSU068/RSU027 BALLET-2 PARTICIPANTS	224.00
KIMBERLY DOWNEY ESMOND	SUMMER2023-LATE/RSU025/RSU002/RSU003-15 PARTICIP	667.00
AT&T	AUG'23 AVR AT&T INTERNET SERVICE	1,009.89
RUIHONG LI	SUMMER2023-RSU087/RSU083 PILATES YOGA-5 PARTICIPAN	189.00
SARA GUTIERREZ	SUMMER2023-RSU102 BOXING-2 PARTICIPANTS	96.00
FITNESS WITH FLAVOR LLC	SUMMER2023-RSU064/RSU066 HIP HOP-12 PARTICIPANTS	288.00
WADORYU USA INC	SUMMER2023-RSU048 KARATE-1 PARTICIPANT	49.00
JOY E. TORRES	SUMMER2023-RSU107/RSU109 YOGA-9 PARTICIPANTS	432.00
CAROLYN WOJCIECHOWSKI	SUMMER2023-RSU059/RSU062/RSU097/RSU100-33 PARTICIP	534.00
RONALD GORMAN	SUMMER2023-RSU029 GUITAR/UKULELE-7 PARTICIPANTS	294.00
NIEVES LANDSCAPE INC	AUG'23 AVR LANDSCAPE MAINTENANCE	2,262.67
JENNIFER ANDRUS-NELSON	SUMMER2023-ETF002 ETTIQUETTE-8 PARTICIPANTS	702.00
BEELER AQUATICS, INC	SUMMER2023-BCL009/LMS009 BEACH CAMP-7 PARTICIPANTS	1,344.00
ERNA VAN DYK	SUMMER2023-EVD001 ART-17 PARTICIPANTS	2,199.00
LAURELINDA HAUKSSON	SUMMER2023-PAE059/PAE004 CHEM & SCIENCE-31 PARTIC	3,989.40
TUMBLE-N-KIDS, INC	SUMMER2023-TNK001 GYMNASTICS-8 PARTICIPANTS	1,266.00
SKYHAWKS SPORTS ACADEMY, INC	SUM23-SKY003/RSU050/RSU016/RSU017/RSU018-32 PARTIC	2,619.60
W W GRAINGER INC	AUG'23 AVR SMOKE DETECTOR TESTER	38.04
W W GRAINGER INC	AUG'23 AVR SMOKE DETECTOR SPRAY LUBRICANT	152.07
MOULTON NIGUEL WATER DIST	6/19/23-7/17/23 METER#0819 FARM WATER SVC	128.77
MOULTON NIGUEL WATER DIST	7/17/23-8/14/23 METER#0819 FARM WATER SVC	123.69
MOULTON NIGUEL WATER DIST	6/26/23-7/24/23 METER#1100 FARM WATER SVC	142.55
MOULTON NIGUEL WATER DIST	6/19/23-7/17/23 METER#5356 AVR WATER SVC	336.23
MOULTON NIGUEL WATER DIST	7/17/23-8/14/23 METER#5356 AVR WATER SVC	336.23
MOULTON NIGUEL WATER DIST	6/19/23-7/17/23 METER#7892/6534 AVR WATER SVC	599.74
MOULTON NIGUEL WATER DIST	7/17/23-8/13/23 METER#7892/6534 AVR WATER SVC	615.81
MOULTON NIGUEL WATER DIST	6/26/23-7/24/23 METER#0958 AVR WATER SVC	267.15
MOULTON NIGUEL WATER DIST	6/19/23-7/17/23 METER#0973 AVR WATER SVC	105.71
MOULTON NIGUEL WATER DIST	7/17/23-8/14/23 METER#0973 AVR WATER SVC	88.13
TANGENT COMPUTERS INC	8/23/23-9/22/23 AVR O365 - LICENSES & SUPPORT	529.39
AARON FLORA	JUL'23 RENEWABLE FARMS - 90% GROSS REVENUE	16,866.00
AARON FLORA	JUL'23 RENEWABLE FARMS - CREDIT CARD FEES	(374.80)
AARON FLORA	JUL'23 RENEWABLE FARMS - UTILITIES	(1,355.54)
AT&T	SEP'23 AVR-ALARM/POTS LINE	747.84

Vendor Name	Description (Item)	Amount
PRESS-TIGE ENTERPRISES INC	JUL-AUG'23 DRY CLEANING SERVICES	3,146.47
GARDAWORLD	SEP'23 AVR CASH COURIER SERVICE	412.94
SONITROL ORANGE COUNTY LLC	SEP'23 AVRANCH - ACCESS CONTROL	510.07
SONITROL ORANGE COUNTY LLC	SEP'23 AVCENTER & AVAQUATICS - ACCESS CONTROL	119.24
CAPISTRANO UNIFIED SCHOOL DISTRICT	3/25/22 AVMS FACILITY PERMIT #12998	488.04
CAPISTRANO UNIFIED SCHOOL DISTRICT	1/22-3/19/22 AVMS FACILITY PERMITS #13020	389.61
CAPISTRANO UNIFIED SCHOOL DISTRICT	1/22-2/19/22 AVMS FACILITY PERMITS #1302	18.75
CAPISTRANO UNIFIED SCHOOL DISTRICT	2/6-3/27/22 AVMS FACILITY PERMITS #13023	12.00
CAPISTRANO UNIFIED SCHOOL DISTRICT	1/23-4/3/22 CANYON VISTA FACILITY PERMITS #13281	359.64
GORM, INC	JUN'23 AVR JANITORIAL SUPPLIES	278.14
GORM, INC	JUN'23 AVR JANITORIAL SUPPLIES	331.60
GORM, INC	AUG'23 AVR JANITORIAL SUPPLIES	835.48
GORM, INC	AV RANCH JANITORIAL SUPPLIES	127.08
WESTAMERICA COMMUNICATIONS INC	AUG'23 AVR A-FRAME SIGNS	1,183.70
LYONS SECURITY SERVICE IN	AUG'23 AVR EVENT SECURITY SERVICES	2,520.00
CINTAS CORPORATION NO. 2	SEP'23 AVR FIRST AID SUPPLIES	222.51
CLICKSTART DOG TRAINING ACADEMY, LLC	SUM2023-RSU053 DOG TRAINING-3 PARTCIPANTS	306.00
KIMBERLY KRANTZ	FALL2023-FCS154 POETRY WRITING- 6 PARTICIPANTS	162.00
ERNA VAN DYK	FALL2023-FCS103 WATERCOLORS-9 PARTICIPANTS	189.00
L & O ALISO VIEJO, LLC	FALL2023-FCS242 PICKLEBALL-7 PARTICIPANTS	343.00
SO CAL EDISON	AUG'23 ACCT#4551 FARM	1,021.79
SO CAL EDISON	AUG'23 ACCT#6247 AVR ELECTRICITY	5,105.98
GOTO COMMUNICATIONS	SEP'23 AVR GOTO VOIP SERVICE & SUPPORT	663.58
US BANK PURCHASING CARD PROGRAM	8/03 JB- WK 9 EXCURSION LONG BEACH AQUARIUM	924.70
US BANK PURCHASING CARD PROGRAM	8/09 JB- SUBWAY WK 10 CITY DAY CAMP	29.95
US BANK PURCHASING CARD PROGRAM	7/25 JB-SMART AND FINAL - CITY DAY CAMP PRIZES	26.98
US BANK PURCHASING CARD PROGRAM	7/26 JB- SUBWAY WK 8 CITY DAY CAMP	30.55
US BANK PURCHASING CARD PROGRAM	8/02 JB- SUBWAY WK 9 CITY DAY CAMP	30.55
US BANK PURCHASING CARD PROGRAM	JNL 8/02JNL RALPHS CITY DAY CAMP ITEMS - 2/2*	15.96
US BANK PURCHASING CARD PROGRAM	JNL 8/01 TOWER FANS	85.25
US BANK PURCHASING CARD PROGRAM	KB 8/08 THE HOMEDEPOT -TRASH CAN REPAIR AVR	82.15
US BANK PURCHASING CARD PROGRAM	KB 8/08 DENAULTS -SIGN REPAIR HARDWARE AVR	12.34
US BANK PURCHASING CARD PROGRAM	KB 7/25 THE HOME DEPOT- A/C INSULATION REPAIR FARM	34.53
US BANK PURCHASING CARD PROGRAM	KB 7/25 THE HOME DEPOT- A/C LIQUID LINE INSUL FARM	77.54
US BANK PURCHASING CARD PROGRAM	KB 8/20 FLEXFIRE LEDS - WALKWAY LIGHT REPAIR FARM	290.93
	RECREATION SERVICES TOTAL:	**68,370.13**
	GF-AV RECREATION SERVICES TOTAL:	**68,370.13**

203 - GAS TAX

STREET MAINTENANCE

BEAR ELECTRICAL SOLUTIONS INC	JUL'23 TRAFFIC SIGNAL RESPONSE	5,416.82
BEAR ELECTRICAL SOLUTIONS INC	JUL'23 TRAFFIC SIGNAL MAINTENANCE ROUTINE	3,162.60
NIEVES LANDSCAPE INC	AUG'23 MEDIANS LANDSCAPE MAINTENANCE	1,586.00
MOULTON NIGUEL WATER DIST	6/26/23-7/24/23 METER#8838 MEDIANS WATER SVC	131.87
MOULTON NIGUEL WATER DIST	6/26/23-7/24/23 METER#6544 MEDIANS WATER SVC	125.60
MOULTON NIGUEL WATER DIST	6/26/23-7/24/23 METER#2066 MEDIANS WATER SVC	126.47
PV MAINTENANCE INC	AUG'23 STREET MAINTENANCE	26,172.74
SCA OF CA LLC	AUG'23 STREET SWEEPING SERVICES	8,668.66
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	AUG'23 DATABASE MAINT + 34 TICKETS	69.50
SO CAL EDISON	AUG'23 ACCT#2125 GS1 MEDIANS	65.31
SO CAL EDISON	AUG'23 ACCT#6377 LS2 ST LIGHTS	1,347.06
SO CAL EDISON	AUG'23 ACCT#7241 LS1 ST LIGHTS	16,998.44
SO CAL EDISON	AUG'23 ACCT#8254 TC1 ST LIGHTS	3,612.01
EL TORO WATER DISTRICT	JUL'23 MTR#5675 CALLE CORTEZ	157.34
SAN DIEGO GAS & ELECTRIC	JUL'23 ACCT#6953 ST LIGHTS & TRAFFIC CTRLRS	2,894.36
EL TORO WATER DISTRICT	JUN'23 MTR#5675 CALLE CORTEZ MEDIAN	109.61
	STREET MAINTENANCE TOTAL:	**70,644.39**
	GAS TAX TOTAL:	**70,644.39**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	SEP'23 ECITATIONS|MTRCYCLE REPLCMNT|MOBILE DATA	5,932.50

Vendor Name	Description (Item)	Amount
COUNTY OF ORANGE	SEP'23 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,843.00
	LAW ENFORCEMENT-OTHER TOTAL:	**7,775.50**
	PUBLIC SAFETY GRANTS TOTAL:	**7,775.50**

231 - OTHER GRANTS

OTHER GRANTS

TYLER TECHNOLOGIES-INCODE DIVISION	7/05/23 SOLAR APP IMPLEMENTATION	145.00
	OTHER GRANTS TOTAL:	**145.00**
	OTHER GRANTS TOTAL:	**145.00**

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

ERIC WINTER	JUL'23-CC MTG 7/19 & ADMIN	468.38
ERIC WINTER	AUG'23-CC MTG8/16 SPRTSZONE1-2/SITEVST&ADMINU	680.38
	GEN-TECHNOLOGY GRANTS TOTAL:	**1,148.76**
	TECHNOLOGY FUND TOTAL:	**1,148.76**

251 - FEDERAL GRANTS

OTHER GRANTS

ATLAS PLANNING SOLUTIONS	AUG'23 HAZARD MITIGATION PLAN CONSULTANT SERVICES	3,891.00
	OTHER GRANTS TOTAL:	**3,891.00**
	FEDERAL GRANTS TOTAL:	**3,891.00**

261 - CITY FAC.-AQUATIC CENTER

PREMIER AQUATIC SERVICES	FY22-23 AQC RETENTION	14,499.60
PREMIER AQUATIC SERVICES	SEP'23 AQC RETENTION	(1,208.30)
		13,291.30

GEN-AQUATIC CENTER

COX COMMUNICATIONS, INC	AUG'23 ACCT#6701 AQC INTERNET	502.76
ZAPP PEST MANAGEMENT	AUG'23 PEST CONTROL SERVICES AQC	75.00
TEAM ONE MANAGEMENT SERVICES	AUG'23 AQC JANITORIAL SERVICES	2,327.22
NIEVES LANDSCAPE INC	AUG'23 AQC LANDSCAPE MAINTENANCE	912.48
HASA INC	AUG'23 AQC POOL CHEMICALS - ACID	390.52
MOULTON NIGUEL WATER DIST	6/19/23-7/17/23 METER#6054 AQC WATER SVC	377.16
MOULTON NIGUEL WATER DIST	7/17/23-8/14/23 METER#6054 AQC WATER SVC	232.38
MOULTON NIGUEL WATER DIST	6/19/13-7/17/23 METER#2996 AQC WATER SVC	233.49
MOULTON NIGUEL WATER DIST	7/17/23-8/14/23 METER#2996 AQC WATER SVC	233.49
PREMIER AQUATIC SERVICES	FY22-23 AQC MGMT FEE ROUNDING CORRECTION	4.00
GARDAWORLD	SEP'23 AQC CASH COURIER SERVICE	476.85
KNORR SYSTEMS INC	JUL'23AQC POOL MAINTENANCE PARTS-CONTROLLER GAUGES	61.35
KNORR SYSTEMS INC	JUL'23 AQC MONTHLY MAINTENANCE SERVICES	1,993.75
KNORR SYSTEMS INC	AUG'23 AQC MONTHLY MAINTENANCE SEVICES	1,983.25
PREMIER AQUATIC SERVICES	SEP'23 AQC MANAGEMENT FEES	12,083.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	AUG'23 AQC LAMP REPLACEMENT	162.52
SIERRA ANALYTICAL LABS INC	AUG'23 AQC BACKFLOW AND REPAIR OF RISER VALVES	475.00
HASA INC	AUG'23 AQC POOL CHEMICALS CHLORINE & ACID	1,814.10
W W GRAINGER INC	8/31 AQC EQUIPMENT	61.07
W W GRAINGER INC	8/31 AQC CONNECTION FITTING	25.71
THE GAS COMPANY	8/2/23-8/31/23 MTR#15672349 AQC GAS SERVICE	1,148.50
US BANK PURCHASING CARD PROGRAM	KB 8/01 THE HOME DEPOT - URINAL ACID CLEAN AQC	17.22
	GEN-AQUATIC CENTER TOTAL:	**25,590.82**
	CITY FAC.-AQUATIC CENTER TOTAL:	**38,882.12**

311 - STREET IMPROVEMENTS

CROSSTOWN ELECTRICAL & DATA, INC	#057 CH FURNISH INSTALL PULLBOX AND CAT6 RETENTION	315.51
		315.51

STREETS & HIGHWAYS

LOCAL AGENCY ENGINEERING, INC	JUL'23 #134 ALISO CREEK RD REHAB-ENT/SR73 FED SUP.	323.00
	STREETS & HIGHWAYS TOTAL:	**323.00**
	STREET IMPROVEMENTS TOTAL:	**638.51**

Vendor Name	Description (Item)	Amount
411 - DEBT SERVICE		
DEBT SERVICE		
THE BANK OF NEW YORK	FY 23-24 COP ADMINISTRATION FEE	1,500.00
	DEBT SERVICE TOTAL:	**1,500.00**
	DEBT SERVICE TOTAL:	**1,500.00**
741 - RENEWABLE FARMS		
AARON FLORA	FY22-23 TRUE UP RENEWABLE FARMS	33,157.20
		33,157.20
	RENEWABLE FARMS TOTAL:	**33,157.20**
	GRAND TOTAL:	**1,341,486.05**

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,095,651.50	1,095,651.50
102 - GEN. FD-CITY HALL	19,681.94	19,681.94
103 - GF-AV RECREATION SERVICES	68,370.13	68,370.13
203 - GAS TAX	70,644.39	70,644.39
215 - PUBLIC SAFETY GRANTS	7,775.50	7,775.50
231 - OTHER GRANTS	145.00	145.00
241 - TECHNOLOGY FUND	1,148.76	1,148.76
251 - FEDERAL GRANTS	3,891.00	3,891.00
261 - CITY FAC.-AQUATIC CENTER	38,882.12	38,882.12
311 - STREET IMPROVEMENTS	638.51	638.51
411 - DEBT SERVICE	1,500.00	1,500.00
741 - RENEWABLE FARMS	33,157.20	33,157.20
Grand Total:	**1,341,486.05**	**1,341,486.05**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,095,651.50
102 - GEN. FD-CITY HALL	19,681.94
103 - GF-AV RECREATION SERVICES	68,370.13
203 - GAS TAX	70,644.39
215 - PUBLIC SAFETY GRANTS	7,775.50
231 - OTHER GRANTS	145.00
241 - TECHNOLOGY FUND	1,148.76
251 - FEDERAL GRANTS	3,891.00
261 - CITY FAC.-AQUATIC CENTER	38,882.12
311 - STREET IMPROVEMENTS	638.51
411 - DEBT SERVICE	1,500.00
741 - RENEWABLE FARMS	33,157.20
Grand Total:	**1,341,486.05**

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	1,815.15
101-2505-000	DENTAL INSURANCE PAY	2,158.47
101-2506-000	MEDICAL INSURANCE PA	24,202.30
101-2507-000	LIFE INSURANCE PAYABL	1,645.28
101-2508-000	VISION INSURANCE PAYA	346.58
101-2603-000	ENGINEERING DEPOSIT	4,258.05
101-2606-000	C & D DEPOSIT	2,500.00
101-2610-000	MISCELLANEOUS DEPOS	460.00
101-32010	BUILDING PERMITS	3,317.32
101-32020	ELECTRICAL PERMITS	348.05
101-32030	PLUMBING PERMITS	175.62
101-32040	MECHANICAL PERMITS	274.65
101-32090	ISSUANCE FEE	21.48
101-34160	PROGRAM REVENUE	-18,156.05
101-36440	SCANNING	3.00
101-37505	INFORMATION TECHNOL	2.50
101-4-1101-4206-000	MEDICAL INSURANCE	151.00
101-4-1101-4511-000	COMMUNICATION	236.61
101-4-1101-4520-000	MTGS/CONF./TRNG & D	1,595.96
101-4-1501-4206-000	MEDICAL INSURANCE	151.00
101-4-1501-4207-000	DENTAL INSURANCE	-65.71
101-4-1501-4208-000	VISION INSURANCE	-6.48
101-4-1501-4225-000	VEHICLE/CELL	335.00
101-4-1501-4511-000	COMMUNICATION	100.68
101-4-1501-4520-000	MTGS/CONF./TRNG & D	3,470.26
101-4-1501-4521-000	MEMBERSHIP & DUES	475.00
101-4-1502-4302-000	ECONOMIC DEVELOPME	6,521.38
101-4-1503-4309-000	OTHER CONTRACTUAL S	186.00
101-4-1503-4612-000	OPERATING SUPPLIES	151.17
101-4-1601-4520-000	MTGS/CONF./TRNG & D	63.00
101-4-1601-4521-000	MEMBERSHIP & DUES	300.00
101-4-1601-4734-000	CODIFICATION	159.00
101-4-2101-4304-000	LEGAL SERVICES	25,515.00
101-4-2101-4532-000	SPECIAL PROJECTS	3,473.40
101-4-2101-4731-000	GENERAL PLAN	1,445.00
101-4-2101-4735-000	LITIGATION	2,605.00
101-4-2501-4301-000	PROFESSIONAL SERVICE	3,151.31
101-4-2501-4309-000	OTHER CONTRACTUAL S	424.52
101-4-2501-4520-000	MTGS/CONF./TRNG & D	35.00
101-4-2501-4521-000	MEMBERSHIP & DUES	305.00
101-4-2501-4601-000	SUPPLIES	53.86

Account Summary

Account Number	Account Name	Payment Amount
101-4-3101-4305-000	TECHNOLOGY SERVICES	6,902.46
101-4-3101-4481-000	COMPUTER EXPENSE	13,951.38
101-4-3501-4301-000	PROFESSIONAL SERVICE	1,269.00
101-4-3501-4306-000	WEBSITE SERVICES	160.00
101-4-3501-4422-000	EQUIP RENTAL LEASE - P	727.27
101-4-3501-4431-000	BUILDING & GROUND M	3,168.47
101-4-3501-4471-000	RENT	443.68
101-4-3501-4512-000	POSTAGE	511.45
101-4-3501-4513-000	PRINTING	72.83
101-4-3501-4521-000	MEMBERSHIP & DUES	435.00
101-4-3501-4542-000	INTEREST EXPENSE - LEA	2.65
101-4-3501-4601-000	SUPPLIES	869.34
101-4-3501-4612-000	OPERATING SUPPLIES	590.56
101-4-4101-4206-000	MEDICAL INSURANCE	302.00
101-4-4101-4520-000	MTGS/CONF./TRNG & D	214.93
101-4-4101-4527-000	REC-CITY SPECIAL EVENT	21.99
101-4-4101-4601-000	SUPPLIES	85.72
101-4-4102-4411-000	UTILITIES	3,394.55
101-4-4102-4431-000	BUILDING & GROUND M	7,417.55
101-4-4103-4411-000	UTILITIES	3,435.92
101-4-4103-4431-000	BUILDING & GROUND M	1,429.18
101-4-4401-4206-000	MEDICAL INSURANCE	151.00
101-4-4401-4309-000	OTHER CONTRACTUAL S	19,301.42
101-4-4401-4520-000	MTGS/CONF./TRNG & D	50.00
101-4-4401-4532-000	SPECIAL PROJECTS	45.00
101-4-4402-4520-000	MTGS/CONF./TRNG & D	25.00
101-4-4402-4751-000	C.S-BUILDING	56,558.58
101-4-4403-4761-000	C.S-CODE ENFORCEMEN	8,585.00
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4520-000	MTGS/CONF/TRNG & DE	100.00
101-4-4501-4562-000	PERMITS	885.35
101-4-4501-4612-000	OPERATING SUPPLIES	120.72
101-4-4501-4701-000	NPDES	22,587.50
101-4-4501-4702-000	AB939-SOLID WASTE	5,717.50
101-4-4501-4741-000	C.S-CITY ENGINEERING	4,877.21
101-4-4503-4771-000	C.S-STREET MAINTENAN	33,121.81
101-4-5101-4308-000	LAW ENFORCEMENT	814,017.58
101-4-5102-4511-000	COMMUNICATION	45.31
101-4-5102-4516-000	FUEL	575.00
101-4-5102-4517-000	VEHICLE MAINTENANCE	239.65
101-4-5102-4520-000	MTGS/CONF./TRNG & D	138.98
101-4-5102-4721-000	C.S-CROSSING GUARDS	5,694.80
101-4-5103-4612-000	OPERATING SUPPLIES	293.02
101-4-5401-4520-000	MTGS/CONF/TRNG & DE	555.94
101-4-5401-4521-000	MEMBERSHIP & DUES	199.00
101-4-5401-4612-000	OPERATING SUPPLIES	1,120.84
102-4-3501-4411-000	UTILITIES	11,642.58
102-4-3501-4431-000	BUILDING & GROUND M	8,039.36
103-4-4105-4305-000	TECHNOLOGY SERVICES	4,489.15
103-4-4105-4309-000	OTHER CONTRACTUAL S	17,161.04
103-4-4105-4411-000	UTILITIES	7,454.98
103-4-4105-4431-000	BUILDING & GROUND M	15,719.57
103-4-4105-4451-000	FARM OPERATING EXPE	16,955.46
103-4-4105-4511-000	COMMUNICATION	221.48
103-4-4105-4561-000	TAXES/FEES/PERMITS	412.94
103-4-4105-4570-000	CITY CAMP EXPENSE	1,058.69
103-4-4105-4601-000	SUPPLIES	1,750.35
103-4-4105-4612-000	OPERATING SUPPLIES	3,146.47

Account Summary

Account Number	Account Name	Payment Amount
203-4-4503-4411-000	UTILITIES	25,568.07
203-4-4503-4771-000	C.S-STREET MAINTENAN	36,407.66
203-4-4503-4772-000	C.S-STREET SWEEPING	8,668.66
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM	7,775.50
231-4-6131-4309-000	OTHER CONTRACTUAL S	145.00
241-4-6141-4309-000	OTHER CONTRACTUAL S	1,148.76
251-4-6131-4309-000	OTHER CONTRACTUAL S	3,891.00
261-2103-000	RETENTIONS PAYABLE	13,291.30
261-4-6161-7401-000	EQUIPMENT MAINTENA	4,125.13
261-4-6161-7411-000	UTILITIES	2,727.78
261-4-6161-7421-000	BUILDING & GROUND M	3,969.44
261-4-6161-7425-000	POOL MAINTENANCE	2,204.62
261-4-6161-7445-000	FEES & PERMITS	476.85
261-4-6161-7451-000	MANAGEMENT FEES	12,087.00
311-2103-000	RETENTIONS PAYABLE	315.51
311-4-8301-5601-000	CONSTRUCTION MANAG	323.00
411-4-7101-4542-000	INTEREST & FISCAL CHG	1,500.00
741-2103-000	RETENTIONS PAYABLE	33,157.20
	Grand Total:	**1,341,486.05**

Project Account Summary

Project Account Key	Payment Amount
None	1,329,623.79
10004309	3,891.00
10014309	145.00
1345601	323.00
9014612	590.56
9264520	945.96
9294520	650.00
9974570	1,058.69
ENG 2241	95.00
ENG 2243	383.75
ENG 2245	131.25
ENG 2247	597.30
ENG 2250	309.50
ENG 2251	378.75
ENG 5003	52.50
ENG 5004	918.75
ENG 5005	498.75
ENG 5008	52.50
ENG 5057	735.00
ENG 5067	105.00
Grand Total:	**1,341,486.05**

City of Aliso Viejo
AGENDA ITEM

DATE: October 4, 2023

TO: Mayor and City Council

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

SUBJECT: TREASURER'S STATEMENT – AUGUST 2023

Recommended Action:

Receive and file the August 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. August 2023 Treasurer's Statement

CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT

August 31, 2023

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE	
GENERAL FUND	$ 3,980,845.16	$ 2,651,743.60	$ 5,977,416.79	$ (208,194.09)	$ 446,977.88	
TCRF	$ 65,361.61	1,492.31			66,853.92	
GAS TAX FUND	$ 714,201.17	277,402.87	96,289.72		895,314.32	
MEASURE M	$ 942,318.75	18,335.64	1,960.00		958,694.39	
SB1-RMRA	$ 563,844.29	105,857.65			669,701.94	
PUBLIC SAFETY GRANTS	$ 176,385.55	4,374.05	20,581.00		160,178.60	(1)
AIR QUALITY IMPRVMNT FD	$ 1,211,481.07	43,099.22			1,254,580.29	
INTEGRATED WASTE MGMT FD	$ 94,893.51	2,031.34	4,395.00		92,529.85	
OTHER GRANTS	$ (155,647.98)		11,548.75	(11,589.12)	(178,785.85)	
TECHNOLOGY GRANT	$ 290,653.20	25,320.29	4,171.93		311,801.56	
DEVELOPMENT IMPACT	$ 1,349,361.63				1,349,361.63	
FEDERAL GRANTS	$ (53,868.84)	70,557.20	61,387.67	3,223.69	(41,475.62)	
CITY FACILITY - AV CTR	$ 179,758.92				179,758.92	
CITY FACILITY - AQUATIC CTR	$ (135,535.22)	100,088.94	131,417.60	216,559.52	49,695.64	
STREET IMPROVEMENTS	$ 51,710.01		638.51		51,071.50	(2)
CAPITAL IMPROVEMENTS	$ 28,595.00		47,073.00		(18,478.00)	(2)
STORM WATER	$ (3,060.83)	3,060.83			-	(2)
COP CAPITAL	$ -				-	(2)
COP	$ 0.00		1,500.00		(1,500.00)	
AV RANCH FOUNDATION	$ 100.00				100.00	
CFD 2005-01	$ (10,893.90)	16,367.14	6,477.24		(1,004.00)	
RENEWABLE FARMS	$ 35,856.72		33,157.20		2,699.52	
COMMUNITY TRUST	$ 5,562.68				5,562.68	
TOTALS	**$ 9,331,922.50**	**$ 3,319,731.08**	**$ 6,398,014.41**	**$ -**	**$ 6,253,639.17**	

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	$ 751,021.21	
SAVINGS ACCOUNT:	MONEY MARKET	$ 26,006.40	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	$ 5,476,611.56	
	TOTAL CASH		**$ 6,253,639.17**

Years to Maturity for August 2023	1.52
Weighted Average Yield for August 2023	3.530%

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.			**$ 38,022,596.94**
Cash With Fiscal Agent	COPS/CFD 2005-01	4,915,932.59	
Cash With Investment Advisor	City Investments	31,278,557.39	
AV Center		1,646,242.99	
PR Account		179,105.59	
Petty Cash		2,758.38	
	GRAND TOTAL OF CITY FUNDS		**$ 44,276,236.11**

(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	4,853,161.33	5,139,029.35	13.98	670	1.75
Corporate Bonds	1,500,000.00	1,442,505.38	1,496,985.00	4.07	413	1.98
LAIF	5,476,611.56	5,476,611.56	5,476,611.56	14.90	1	3.43
U.S. Agencies	10,435,000.00	9,971,141.29	10,067,281.47	27.39	603	3.82
U.S. Treasuries	15,150,000.00	14,445,049.10	14,575,261.57	39.65	703	4.16
	37,706,611.56	**36,188,468.66**	**36,755,168.95**	**100.00**	**555**	**3.53**

Investments

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	59,962.40	135,915.36
Average Daily Balance	36,722,177.49	36,881,044.88
Book Rate of Return	1.92%	2.17%

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	97.86	239,762.02	0.67%	NR/NR	0.55
	1.550%			1.60%	244,510.00	5.98%	124.85	-4,747.98	NR	0.54
05465DAK4	Axos Bank	03/26/2024	245,000.00	03/26/2020	245,000.00	97.85	239,742.46	0.67%	NR/NR	0.57
	1.650%			1.65%	245,000.00	5.95%	66.45	-5,257.54	NR	0.56
15118RUV7	Celtic Bank	04/17/2024	245,000.00	04/17/2020	245,000.00	97.48	238,821.26	0.67%	NR/NR	0.63
	1.400%			1.40%	245,000.00	5.96%	140.96	-6,178.74	NR	0.62
32110YPS8	First National Bank of America	04/22/2024	245,000.00	04/23/2020	244,522.25	97.33	238,451.19	0.67%	NR/NR	0.64
	1.250%			1.30%	244,522.25	5.98%	83.90	-6,071.06	NR	0.63
15201QDF1	CenterState Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	97.23	238,214.48	0.67%	NR/NR	0.67
	1.200%			1.25%	244,522.25	5.98%	998.79	-6,307.77	NR	0.66
58404DGU9	Medallion Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	97.23	238,214.48	0.67%	NR/NR	0.67
	1.200%			1.25%	244,522.25	5.98%	998.79	-6,307.77	NR	0.66
538036JN5	Live Oak Banking	08/28/2024	245,000.00	02/28/2020	244,529.60	96.22	235,736.45	0.67%	NR/NR	0.99
	1.650%			1.69%	244,529.60	5.86%	343.34	-8,793.15	NR	0.98
856285RU7	State Bank of India	11/27/2024	245,000.00	12/06/2019	245,000.00	95.79	234,685.96	0.67%	NR/NR	1.24
	2.000%			2.00%	245,000.00	5.74%	1,302.19	-10,314.04	NR	1.21
61760A4F3	Morgan Stanley Private Bank	12/12/2024	245,000.00	12/13/2019	244,416.90	95.60	234,214.31	0.66%	NR/NR	1.28
	1.950%			2.00%	244,416.90	5.72%	1,060.21	-10,202.59	NR	1.25
61690UUJ7	Morgan Stanley Bank	02/27/2025	245,000.00	02/28/2020	244,416.90	94.71	232,044.70	0.66%	NR/NR	1.50
	1.800%			1.85%	244,416.90	5.66%	60.41	-12,372.20	NR	1.46
14042RPG0	Capital One Bank NA	04/08/2025	245,000.00	04/09/2020	244,412.00	94.07	230,460.94	0.66%	NR/NR	1.61
	1.600%			1.65%	244,412.00	5.66%	1,546.52	-13,951.06	NR	1.57
33847E3J4	Flagstar Bank	05/15/2025	245,000.00	05/15/2020	245,000.00	92.58	226,816.28	0.67%	NR/NR	1.71
	0.900%			0.90%	245,000.00	5.69%	658.48	-18,183.72	NR	1.68
866264DP6	Summit State Bank	05/15/2025	245,000.00	05/18/2020	244,402.20	92.50	226,618.71	0.66%	NR/NR	1.71
	0.850%			0.90%	244,402.20	5.69%	621.90	-17,783.49	NR	1.69
89235MJS1	Toyota Financial Savings Bank	06/30/2025	245,000.00	06/30/2020	245,000.00	91.91	225,177.52	0.67%	NR/NR	1.83
	0.800%			0.73%	245,000.00	5.66%	343.67	-19,822.48	NR	1.81
59013KLQ7	Merrick Bank	12/30/2025	245,000.00	12/30/2020	245,000.00	89.32	218,840.80	0.67%	NR/NR	2.33
	0.550%			0.55%	245,000.00	5.61%	7.38	-26,159.20	NR	2.31
02007GXG3	Ally Bank	08/04/2026	245,000.00	08/04/2022	245,000.00	94.89	232,491.13	0.67%	NR/NR	2.93
	3.450%			3.45%	245,000.00	5.45%	648.41	-12,508.87	NR	2.75
90348JR93	UBS Bank USA	08/11/2026	245,000.00	08/11/2021	245,000.00	88.03	215,661.96	0.67%	NR/NR	2.95
	0.950%			0.95%	245,000.00	5.55%	133.91	-29,338.04	NR	2.90
38149MYB3	Goldman Sachs Bank	08/11/2026	245,000.00	08/11/2021	245,000.00	88.25	216,212.03	0.67%	NR/NR	2.95
	1.000%			1.00%	245,000.00	5.53%	140.96	-28,787.97	NR	2.89
254673N44	Discover Bank	07/29/2027	245,000.00	08/03/2022	245,000.00	94.09	230,508.53	0.67%	NR/NR	3.91
	3.500%			3.50%	245,000.00	5.12%	798.77	-14,491.47	NR	3.62

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	94.07	230,472.35	0.67%	NR/NR	3.93
	3.500%			3.50%	245,000.00	5.13%	634.32	-14,527.65	NR	3.63
02589ADQ2	American Express National Bank	08/10/2027	245,000.00	08/12/2022	243,775.00	93.88	230,013.77	0.66%	NR/NR	3.95
	3.450%			3.56%	243,775.00	5.13%	509.47	-13,761.23	NR	3.65
					5,139,029.35		**4,853,161.33**	**13.98%**		**1.84**
Total Certificates of Deposit			**5,145,000.00**	**1.75%**	**5,139,029.35**	**5.67%**	**11,223.68**	**-285,868.02**		**1.77**
Corporate Bonds										
30231GBC5	Exxon Mobil	08/16/2024	500,000.00	12/12/2019	501,615.00	96.76	483,793.50	1.36%	Aa2/AA-	0.96
	2.019%	07/16/2024		1.95%	501,615.00	5.69%	420.62	-17,821.51	NR	0.92
037833DM9	Apple	09/11/2024	500,000.00	12/06/2019	497,165.00	96.50	482,480.88	1.35%	Aaa/AA+	1.03
	1.800%	08/11/2024		1.92%	497,165.00	5.45%	4,250.00	-14,684.13	NR	0.98
64952WDL4	New York Life	01/22/2025	500,000.00	01/22/2020	498,205.00	95.25	476,231.01	1.36%	Aaa/AA+	1.40
	2.000%			2.08%	498,205.00	5.84%	1,083.33	-21,973.99	AAA	1.33
					1,496,985.00		**1,442,505.38**	**4.07%**		**1.13**
Total Corporate Bonds			**1,500,000.00**	**1.98%**	**1,496,985.00**	**5.66%**	**5,753.95**	**-54,479.63**		**1.07**
LAIF										
9830007	LAIF	09/01/2023	5,476,611.56	07/14/2023	5,476,611.56	1.00	5,476,611.56	14.90%	NR/NR	0.00
	3.434%			3.43%	5,476,611.56	3.43%	0.00	0.00	NR	0.00
					5,476,611.56		**5,476,611.56**	**14.90%**		**0.00**
Total LAIF			**5,476,611.56**	**3.43%**	**5,476,611.56**	**3.43%**	**0.00**	**0.00**		**0.00**
U.S. Agencies										
313384LQ0	FHLB	09/12/2023	1,000,000.00	05/30/2023	984,862.50	99.83	998,297.43	2.68%	P-1/A-1+	0.03
	0.000%			5.27%	984,862.50	18.21%	0.00	13,434.93	F1+	0.03
313384LZ0	FHLB	09/21/2023	500,000.00	04/28/2023	490,023.34	99.70	498,511.20	1.33%	P-1/A-1+	0.06
	0.000%			5.02%	490,023.34	12.59%	0.00	8,487.87	F1+	0.06
313384MN6	FHLB	10/04/2023	1,000,000.00	05/30/2023	981,796.67	99.51	995,052.10	2.67%	P-1/A-1+	0.09
	0.000%			5.26%	981,796.67	9.95%	0.00	13,255.43	F1+	0.09
3130A3VC5	FHLB	12/08/2023	500,000.00	02/20/2020	514,900.00	99.06	495,306.82	1.40%	Aaa/AA+	0.27
	2.250%			1.44%	514,900.00	6.63%	2,593.75	-19,593.19	AAA	0.26

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Agencies										
313384RQ4	FHLB	01/10/2024	1,700,000.00	03/13/2023	1,627,742.91	98.13	1,668,199.05	4.43%	P-1/A-1+	0.36
	0.000%			5.27%	1,627,742.91	6.48%	0.00	40,456.14	F1+	0.36
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	98.15	490,738.97	1.36%	Aaa/AA+	0.46
	1.430%			1.47%	499,245.00	6.26%	337.64	-8,506.03	AAA	0.44
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	96.08	480,402.99	1.36%	Aaa/AA+	0.78
	0.375%			0.46%	498,220.00	5.94%	421.88	-17,817.02	AAA	0.75
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	95.56	224,568.51	0.64%	Aaa/AA+	1.26
	1.625%			1.72%	233,926.05	5.49%	933.47	-9,357.54	AAA	1.21
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	91.12	455,601.87	1.35%	Aaa/AA+	2.07
	0.375%			0.48%	497,505.00	5.08%	822.92	-41,903.13	AAA	2.00
3130AK5J1	FHLB	09/18/2026	1,000,000.00	02/16/2023	872,060.00	88.65	886,471.63	2.37%	Aaa/AA+	3.05
	0.700%	09/08/2023		4.61%	872,060.00	4.86%	3,169.44	14,411.63	AAA	2.92
3130ASD63	FHLB	06/28/2027	1,000,000.00	06/28/2022	1,000,000.00	94.43	944,315.22	2.72%	Aaa/AA+	3.83
	3.250%	06/28/2024		3.25%	1,000,000.00	4.69%	5,687.50	-55,684.78	AAA	3.20
3133EPAU9	FFCB	07/14/2027	1,000,000.00	02/16/2023	990,390.00	97.87	978,736.63	2.69%	Aaa/AA+	3.87
	3.875%			4.12%	990,390.00	4.44%	5,059.03	-11,653.37	AAA	3.50
3136G4X99	FNMA	08/25/2027	1,000,000.00	04/06/2023	876,610.00	85.49	854,938.88	2.38%	Aaa/AA+	3.99
	0.740%	08/25/2024		3.82%	876,610.00	4.62%	123.33	-21,671.12	AAA	3.81
					10,067,281.47		**9,971,141.29**	**27.39%**		**1.65**
Total U.S. Agencies			**10,435,000.00**	**3.82%**	**10,067,281.47**	**7.46%**	**19,148.96**	**-96,140.18**		**1.52**
U.S. Treasuries										
912796CR8	U.S. Treasury	09/21/2023	1,500,000.00	07/20/2023	1,486,367.60	99.69	1,495,373.88	4.04%	P-1/A-1+	0.06
	0.000%			5.33%	1,486,367.60	13.29%	0.00	9,006.29	F1+	0.06
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	99.35	496,738.28	1.36%	Aaa/AA+	0.17
	1.625%			1.62%	500,175.78	7.14%	2,737.77	-3,437.50	AAA	0.16
912797HJ9	U.S. Treasury	11/07/2023	1,000,000.00	08/09/2023	986,874.50	99.00	990,007.78	2.68%	P-1/A-1+	0.19
	0.000%			5.41%	986,874.50	7.14%	0.00	3,133.28	F1+	0.19
912797FU6	U.S. Treasury	12/14/2023	500,000.00	08/14/2023	491,122.98	98.46	492,296.36	1.34%	P-1/A-1+	0.29
	0.000%			5.42%	491,122.98	6.28%	0.00	1,173.38	F1+	0.29
912828YM6	U.S. Treasury	10/31/2024	1,500,000.00	08/09/2023	1,434,316.41	95.73	1,436,015.63	3.90%	Aaa/AA+	1.17
	1.500%			5.23%	1,434,316.41	5.42%	7,581.52	1,699.22	AAA	1.12
91282CEY3	U.S. Treasury	07/15/2025	1,000,000.00	05/30/2023	973,437.50	96.52	965,195.31	2.65%	Aaa/AA+	1.87
	3.000%			4.32%	973,437.50	5.05%	3,913.04	-8,242.19	AAA	1.78
91282CFE6	U.S. Treasury	08/15/2025	1,000,000.00	01/13/2023	980,078.13	96.68	966,835.94	2.67%	Aaa/AA+	1.96
	3.125%			3.94%	980,078.13	4.99%	1,443.61	-13,242.19	AAA	1.86

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										
91282CFP1	U.S. Treasury 4.250%	10/15/2025	1,000,000.00	05/30/2023 4.22%	1,000,625.00 1,000,625.00	98.80 4.86%	988,007.81 16,140.71	2.72% -12,617.19	Aaa/AA+ AAA	2.13 1.97
912828M56	U.S. Treasury 2.250%	11/15/2025	1,000,000.00	05/30/2023 4.19%	955,117.19 955,117.19	94.66 4.90%	946,640.62 6,664.40	2.60% -8,476.57	Aaa/AA+ AAA	2.21 2.09
91282CGL9	U.S. Treasury 4.000%	02/15/2026	1,000,000.00	05/30/2023 4.09%	997,578.13 997,578.13	98.36 4.72%	983,593.75 1,847.83	2.71% -13,984.38	Aaa/AA+ AAA	2.46 2.30
91282CCF6	U.S. Treasury 0.750%	05/31/2026	1,000,000.00	06/13/2022 3.01%	915,976.56 915,976.56	90.10 4.71%	901,015.62 1,905.74	2.49% -14,960.94	Aaa/AA+ AAA	2.75 2.64
91282CCJ8	U.S. Treasury 0.875%	06/30/2026	1,000,000.00	06/29/2022 3.20%	913,125.00 913,125.00	90.32 4.63%	903,164.06 1,497.96	2.48% -9,960.94	Aaa/AA+ AAA	2.83 2.72
91282CCP4	U.S. Treasury 0.625%	07/31/2026	1,100,000.00	01/13/2023 3.73%	987,292.97 987,292.97	89.34 4.64%	982,695.32 597.83	2.69% -4,597.65	Aaa/AA+ AAA	2.92 2.81
912828X88	U.S. Treasury 2.375%	05/15/2027	1,000,000.00	06/29/2022 3.20%	962,851.56 962,851.56	92.93 4.44%	929,335.94 7,034.65	2.62% -33,515.62	Aaa/AA+ AAA	3.71 3.44
9128282R0	U.S. Treasury 2.250%	08/15/2027	1,050,000.00	01/13/2023 3.60%	990,322.27 990,322.27	92.20 4.39%	968,132.81 1,091.37	2.69% -22,189.46	Aaa/AA+ AAA	3.96 3.69
					14,575,261.57		**14,445,049.10**	**39.65%**		**1.93**
Total U.S. Treasuries			**15,150,000.00**	**4.16%**	**14,575,261.57**	**5.97%**	**52,456.43**	**-130,212.46**		**1.82**
					36,755,168.95		**36,188,468.66**	**100.00%**		**1.52**
TOTAL PORTFOLIO			**37,706,611.56**	**3.53%**	**36,755,168.95**	**5.95%**	**88,583.02**	**-566,700.29**		**1.43**
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							**36,277,051.68**			

Transaction Report

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

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
08/01/2023	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	343.34	-	-
08/03/2023	Maturity	912796Y37	TREASURY BILL	08/03/2023	-	1,000,000.00	-	-	-
08/04/2023	Interest	02007GXG3	GMATBK 3.45 08/04/26	08/04/2026	-	-	4,191.51	-	-
08/07/2023	Interest	87164XN93	SYF 3 1/2 08/05/27	08/05/2027	-	-	4,252.26	-	-
08/07/2023	Withdrawal		LAIF Withdrawal		-	-	-	-	-750,000.00
08/08/2023	Interest	594918BQ6	MSFT 2 08/08/23	08/08/2023	-	-	5,000.00	-	-
08/08/2023	Maturity	594918BQ6	MSFT 2 08/08/23	08/08/2023	-	500,000.00	-	-	-
08/09/2023	Purchase	912828YM6	T 1 1/2 10/31/24	10/31/2024	-1,434,316.41	-	-6,175.27	-	-
08/09/2023	Purchase	912797HJ9	TREASURY BILL	11/07/2023	-986,874.50	-	-	-	-
08/10/2023	Interest	02589ADQ2	AXP 3.45 08/10/27	08/10/2027	-	-	4,191.51	-	-
08/11/2023	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	197.68	-	-
08/11/2023	Interest	38149MYB3	GS 1 08/11/26	08/11/2026	-	-	1,214.93	-	-
08/11/2023	Withdrawal		LAIF Withdrawal		-	-	-	-	-750,000.00
08/14/2023	Interest	3133ELNE0	FFCB 1.43 02/14/24	02/14/2024	-	-	3,575.00	-	-
08/14/2023	Purchase	912797FU6	TREASURY BILL	12/14/2023	-491,122.98	-	-	-	-
08/15/2023	Interest	91282CGL9	T 4 02/15/26	02/15/2026	-	-	20,000.00	-	-
08/15/2023	Interest	91282CFE6	T 3 1/8 08/15/25	08/15/2025	-	-	15,625.00	-	-
08/15/2023	Interest	9128282R0	T 2 1/4 08/15/27	08/15/2027	-	-	11,812.50	-	-
08/16/2023	Interest	30231GBC5	XOM 2.019 08/16/24	08/16/2024	-	-	5,047.50	-	-
08/17/2023	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	291.32	-	-
08/21/2023	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	322.53	-	-
08/22/2023	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	260.10	-	-
08/25/2023	Interest	3136G4X99	FNMA 0.74 08/25/27	08/25/2027	-	-	3,700.00	-	-
08/28/2023	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	343.34	-	-
08/28/2023	Interest	61690UUJ7	MS 1.8 02/27/25	02/27/2025	-	-	2,186.88	-	-
08/30/2023	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	114.45	-	-
08/30/2023	Withdrawal		LAIF Withdrawal		-	-	-	-	-250,000.00
Grand Total:					**-2,912,313.89**	**1,500,000.00**	**76,494.58**	**0.00**	**-1,750,000.00**

California State Treasurer
Fiona Ma, CPA



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

CITY OF ALISO VIEJO

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

Account Number: 98-30-007

August 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
8/8/2023	8/7/2023	RW	1737215	1697608	ANN EIFERT	-750,000.00
8/11/2023	8/11/2023	RW	1737441	1697819	ANN EIFERT	-750,000.00
8/30/2023	8/30/2023	RW	1738074	1698466	ANN EIFERT	-250,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	7,226,611.56
Total Withdrawal:	-1,750,000.00	Ending Balance:	5,476,611.56

PMIA/LAIF Performance Report as of 09/06/23

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]

August	**3.434**
July	3.305**
June	3.167
May	2.993
April	2.870
March	2.831

Pooled Money Investment Account Monthly Portfolio Composition [1] 07/31/23 $173.5 billion

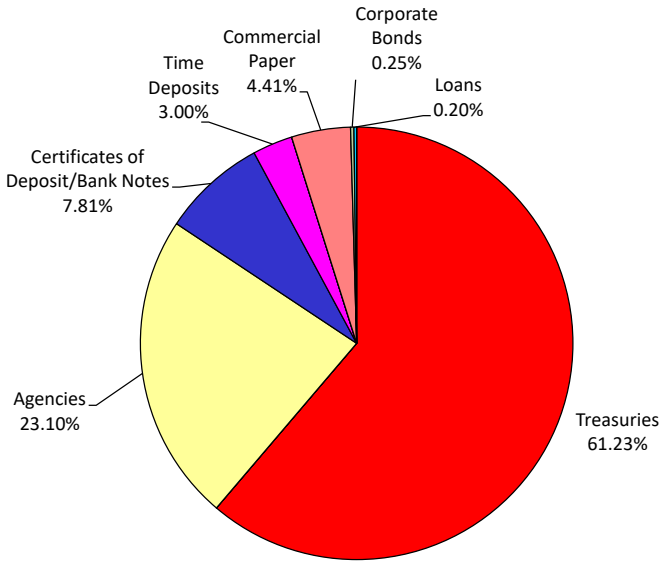


Chart does not include $2,786,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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: October 4, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services/Treasurer

SUBJECT: COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT COMPLIANCE (SB 165) REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023

Recommended Action:

For City Council to accept and file the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) Local Agency Special Tax and Bond Accountability Act Compliance ("SB 165") Report for Fiscal Year June 30, 2023.

Fiscal Impact:

There is no fiscal impact to accept and file the report.

Background:

Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) ("CFD No. 2005-01") was formed by the City on March 16, 2005, for the purpose of financing the acquisition and/or construction of certain public improvements to be owned by the City, the County of Orange and Moulton Niguel Water District. On December 6, 2007, the City issued the CFD No. 2005-01 (Glenwood at Aliso Viejo) 2007 Special Tax Bonds (the "2007 Bonds") in the amount of $34,070,000. Proceeds of the Bonds were used to finance the acquisition and construction of the authorized public facilities. On February 13, 2014, the City issued for CFD No. 2005-01 the 2014 Special Tax Refunding Bonds in the aggregate amount of $32,270,000 ("Refunding Bonds").

Discussion:

The Senate Bill (SB) 165 Report includes information prepared in compliance with the Local Agency Special Tax and Bond Accountability Act ("Accountability Act"). The Accountability Act was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the

Accountability Act (Sections 50075.1 and 53410 of the Government Code of the State of California), an annual report must be filed by the local agency levying the special tax and/or issuing a bond measure and shall contain a description of the following:

(1) The amount of funds collected and expended.
(2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The SB 165 Report includes information regarding the amount of annual Special Taxes collected and the authorized expenditures for Fiscal Year 2022-23. A total of $2,413,065 was collected and $2,201,233 was expended on debt service and administrative costs of the CFD. There are no status updates as the projects have been completed.

Environmental:

None

Attachment:

1. Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) Local Agency Special Tax And Bond Accountability Act Compliance (SB 165) Report For Fiscal Year Ended June 30, 2023

ALISO VIEJO
Live Life Inspired

City of Aliso Viejo
Community Facilities District No. 2005-01
(Glenwood at Aliso Viejo)

Local Agency Special Tax and Bond Accountability Act Compliance Report (SB 165)

Fiscal Year Ended June 30, 2023

KOPPEL & GRUBER
PUBLIC FINANCE
334 Via Vera Cruz, Suite 256
San Marcos, California 92078
760-510-0290
info@kgpf.net

City of Aliso Viejo

David A. Doyle, City Manager
Ann Eifert, Director of Financial Services/City Treasurer
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335
T. 949.425.2500
F. 949.425.3899

Bond Counsel

Kim Byrens, Partner
Best, Best & Krieger LLP
655 West Broadway, 15th Floor
San Diego, CA 92101-8590
T. 619.525.1300
F. 619.233.6118

Fiscal Agent

Eladia Burgos, Client Services Manager
The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street, Suite 500
Los Angeles, CA 90071
T. 213.630.6231
F. 213.630.6215

Special Tax Administrator

Lyn Gruber/Kara Meverden
Koppel & Gruber Public Finance
334 Via Vera Cruz, Suite 256
San Marcos, CA 92078
T. 760.510.0290
F. 760.510.0288

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SECTION I. BACKGROUND

The Local Agency Special Tax and Bond Accountability Act ("Accountability Act") was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act *(Sections 50075.1 and 53410 of the Government Code of the State of California)*, an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002, and shall contain a description of the following:

(1) The amount of funds collected and expended to fund authorized facilities.
(2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Report has been compiled and is being presented pursuant to an in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2022/23 for the City of Aliso Viejo ("City") and their Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) ("CFD No. 2005-01" or "CFD").

SECTION II. BOND PROCEEDS

The City issued 2014 Special Tax Refunding Bonds ("Refunding Bonds") on February 13, 2014 in the aggregate principal amount of $32,270,000. A portion of the proceeds of the Refunding Bonds, together with certain existing funds on hand, were used to defease and refund the City's 2007 Special Tax Bonds ("2007 Bonds"). Approximately $30,000 remaining in the improvement fund established for the 2007 Bonds was transferred to the Improvement Fund under the FAA to finance remaining obligations for the construction of the City's aquatic center facilities. The table below summarizes the application of the Refunding Bond proceeds:

FUND/ACCOUNT/SUBACCOUNT	BOND PROCEEDS
Improvement Fund	$30,000.00
Reserve Fund	2,992,500.00
Costs of Issuance Fund	202,566.45
Administrative Expense Fund	18,363.76
Escrow Fund[1]	35,829,122.50
TOTAL[2]	**$39,072,552.71**

[1] Monies deposited into the Escrow Fund were used to redeem the 2007 Bonds on March 1, 2014.

[2] The difference between the Refunding Bond issue amount of $32,070,000 and the total Bond proceeds deposited is the Original Issue Premium less the Underwriter's Discount plus funds on hand from the 2007 Bonds.

SECTION III. COLLECTION OF SPECIAL TAXES

In accordance with the FAA, all Special Taxes collected by the City shall be deposited into the Special Tax Fund. The table below provides a summary of the Special Taxes deposited, interest accrued, transfers, and other transactions within the special tax fund established for the 2007 Bonds and the Special Tax Fund established under the FAA for fiscal year ended June 30, 2023.

ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2022	**$1,505,470.06**
Sources of Funds	
Special Tax Receipts	$2,413,064.67
Interest Accrued	29,703.95
Miscellaneous Transfers In	0.00
Subtotal: Sources	*$2,442,768.62*
Uses of Funds	
Transfers to Administrative Expense Fund	($41,183.00)
Transfers to Bond Fund (Debt Service)	(2,160,050.00)
Miscellaneous Transfers (Out)	(0.00)
Subtotal: Uses	*($2,201,233.00)*
ENDING BALANCE AS OF JUNE 30, 2023	**$1,747,005.68**

SECTION IV. AUTHORIZED FACILITIES

CFD No. 2005-01 is authorized to finance the acquisition and construction and engineering design of certain facilities to be owned by the City, the County of Orange, and the Moulton Niguel Water District (the "Facilities").

Details of the authorized Facilities are as follows:

- The Community Conference Center;
- The Aquatic Center;
- The Public Park;
- The Public Parking Lot;
- Golf Drive;
- Water and sewer facilities to be owned, operated and maintained by the Moulton Niguel Water District (the "Water District") as are necessary to serve the proposed development within CFD No. 2005-01;
- Water and sewer facilities to be owned, operated and maintained by the Water District that would otherwise be financed from the proceeds of the connection fees payable to the Water District for the development within CFD No. 2005-01;
- Storm water facilities that will replace existing storm facilities for collection and transport of off-site storm water to be owned, operated and maintained by the City;
- Street improvements to be owned, operated and maintained by the County that would otherwise be financed from the proceeds of fees payable to the County as part of the County's Coastal Area Road Improvement and Moulton Parkway and Laguna Niguel Road Programs for the development within CFD No. 2005-01;
- Those public facilities authorized to bd financed form the proceeds of the Community Enhancement Fee as required pursuant to the Development Agreement dated September 1, 2004 ("Development Agreement");
- Offsite traffic mitigation improvements as required to be provided pursuant to the Development Agreement; and
- Offsite park enhancement improvements as required to be provided pursuant to the Development Agreement.

SECTION V. EXPENDITURES TO FUND AUTHORIZED FACILITIES

The improvement fund established for the 2007 Bonds to pay for authorized facilities (the "2007 Improvement Fund") had a balance remaining of approximately $662,337 at June 30, 2013. Approximately $30,000 of the total amount remaining in the 2007 Improvement Fund was transferred to the Improvement Fund under the FAA to finance remaining obligations for the construction of the City's aquatic center facilities. The net amount, plus interest, following the transfer of funds to the Improvement Fund, was combined with other sources of funding and used to defease and fully refund the 2007 Bonds.

The following table shows the amount deposited in the Improvement Fund, interest accrued, transfers and expenditures made to fund the authorized facilities from bond issuance. The final expenditures were paid from the Improvement Fund during the fiscal year ended June 30, 2015 and the fund was subsequently closed.

ITEM	BALANCE
Sources of Funds	
Deposit into the Improvement Fund[1]	$30,000.00
Interest Accrued	5.52
Total Sources	***$30,005.52***
Expenditures	
Aquatic Center Improvements	($21,386.23)
Transfer to Bond Fund[2]	(8,619.29)
Total Expenditures	***($30,005.52)***

[1] Transferred from the 2007 Improvement Fund.
[2] Transferred remaining balance to Bond Fund.

City of Aliso Viejo
AGENDA ITEM

DATE: October 4, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AWARD CONTRACT TO NIEVES LANDSCAPE, INC. FOR THE CITY HALL LANDSCAPE AND IRRIGATION IMPROVMENT PROJECT

Recommended Actions:

1. Approve Contract Documents, Specifications, and Plans for the City Hall Landscape and Irrigation Improvement Project;

2. Award a contract in the amount of $157,314 to Nieves Landscape, Inc. as the lowest responsible bidder for the City Hall Landscape and Irrigation Improvement Project;

3. Authorize the City Manager to execute a contract with Nieves Landscape, Inc.;

4. Authorize City staff to make total compensation to Nieves Landscape, Inc. up to $157,314 plus $31,462.80 (20% of the contract amount) to allow for contingencies, totaling $188,776.80; and

5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

Fiscal Impact:

Total fiscal impact will be approximately $188,776.80 including construction ($157,314) and contingency ($31,462.80). The adopted fiscal year 2023-24 Capital Improvement Plan (CIP) budget includes $75,000 in grant funding from the Bureau of Reclamation WaterSmart Small-Scale Water Efficiency Projects and a corresponding $75,000 general fund match, for a total of $150,000. The additional $38,776.80 in general fund dollars will be funded by reallocating CIP funds.

Background:

The City advertised for bids through September 6, 2023 and multiple online plan rooms were used. Nine contractors requested and received construction documents for the

work. A mandatory pre-bid conference was held on August 29, 2023 to review the project with prospective bidders.

The City received and opened three bids at 2:00 p.m. on September 6, 2023. The total amounts for each of the bids received are as follows:

	Contractor	Base Bid
1.	Nieves Landscape, Inc.	$157,314
2.	Kormex	$188,800
3.	SuperB	$212,080

City staff has reviewed the bid from Nieves Landscape, Inc. and the bid appears to be responsive and complete.

This project is exempt from the CEQA process since it is maintaining existing facilities.

Discussion:

The Bureau of Reclamation WaterSMART Small-Scale Water Efficiency Projects grant provides a 50/50 cost share funding to perform small water efficiency improvements. The base bid of the project included improvements to the City Hall irrigation system to fulfill the requirements of the grants as well as grouted rock cobble for the landscaped area adjacent to the street, and installation of trees.

The engineer's estimate for this base bid work was about $150,000. The average bid item costs were comparable to the engineer's estimate. Alternate bid items were included, but not awarded, that would add additional landscaping in the form of shrubs and groundcover around the perimeter of the parking lot and adjacent to the building.

Staff requests approval of a contract with Nieves Landscape, Inc. and authorization for payments to up to $188,776.80, to include the base bid amount and a 20% contingency. The contingency has been included in the contract to allow for the replacement of plants that may not survive during the installation of the new irrigation system.

Nieves Landscaping, Inc. is currently the City's landscape maintenance contractor maintaining the landscaping at all City owned facilities. They have also performed similar work in other surrounding cities with favorable references.

The schedule for this project is as follows:

- Advertise for bids	August 10 – September 6, 2023
- Bids due	September 6, 2023
- Council approves award of contract	October 4, 2023
- Notice to Proceed	November 1, 2023
- Start construction	November 1, 2023
- Complete construction (40 working days)	January 3, 2024

Attachments:

1. Contract with Nieves Landscape, Inc.
2. Nieves Landscape, Inc. Submitted Bid

THIS CONTRACT is made this _____ day of _____, 2023, in the County of Orange, State of California, by and between the City of Aliso Viejo hereinafter called City, and **Nieves Landscape, Inc.**, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within forty (40) working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Hundred Fifty Seven Thousand, Three Hundred Fourteen Dollars and Zero Cents ($157,314.00). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. Notwithstanding any other provisions of the Contract Documents, for contracts in excess of $25,000.00, the City Manager may approve additional work not to exceed 20% of the original Contract amount, (**Thirty One Thousand, Four Hundred Sixty Two Dollars and Eighty Cents ($31,462.80)**), as set forth in this Article 3. Any additional work in excess of this amount shall be approved by the City Council.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of **$500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Noncollusion Declaration form
Contract
Performance Bond
Payment Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the office of the City Engineer or may be obtained online at http//www.dir.ca.gov/dlsr. and which must be posted at the job site.

ARTICLE 9. DECLARATION OF POLITICAL CONTRIBUTIONS. Prior to the City's approval of this Contract, Contractor shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Contractor and all of Contractor 's employees, including any employee(s) that Contractor intends to assign to perform work on the Project.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ALISO VIEJO

By: _____
David A. Doyle

Attest:

By: _____
Mitzi Ortiz, MMC
City Clerk

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By:_____
Ann Eifert
Department of Financial Services

NIEVES LANDSCAPE, INC.

By: _____
Greg Nieves, President

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

By: _____
Greg Nieves, Secretary

C-27 - 674709
Classification of Contractor's License

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 Contractor and all of Contractor's employees, including any employee(s) that applicant intends to assign to perform work on the Project:

_____

_____

_____

_____

_____

_____

_____

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 CONTRACT AND MUST BE SIGNED AND ATTACHED HERETO.

END OF CONTRACT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Aliso Viejo (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for **City Hall Landscape and Irrigation Improvement Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **August 2023**, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect City from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if City, when declaring the Contractor in default, notifies Surety of City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____

(Corporate Seal) Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PERFORMANCE BOND FORM

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of Aliso Viejo (hereinafter designated as "City"), by action taken or a resolution passed _____, 20___ has awarded to _____ _____ hereinafter designated as the "Principal," a contract for the work described as follows: **City Hall Landscape and Irrigation Improvement Project** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond

and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s)
  - ☐ Limited
  - ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PAYMENT BOND FORM

RECEIVED
SEP - 6 2023
CITY OF ALISO VIEJO

SECTION 00400
BID FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

BID FORM

NAME OF BIDDER: Nieves Landscape, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

City Hall Landscape and Irrigation Improvement Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following UNIT PRICES:

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization - Base Bid (maximum 6%)	LS	1	$9,438.00	$9,438.00
2	Demolition / Clearing & Grubbing	LS	0	$0	$0
3	Automatic Irrigation	LS	1	$62,183.00	$62,183.00
4	Grouted Rock Cobble	SF	2,650	$22.98	$60,897.00
5	Removal of Existing Trees	EA	4	$997.00	$3,988.00
6	Provide & Install 24" box Trees	EA	13	$849.00	$11,037.00
7	90-Day Maintenance of New Trees	LS	1	$525.00	$525.00
8	Water Pollution Control Plan	LS	1	$9,246.00	$9,246.00

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

SECTION 00400
BID FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

$ 157,314.00
Total Bid Price in Numbers

One hundred fifty-seven thousand three hundred fourteen and no/100 dollars
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

ALTERNATE BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1A	Mobilization - Additive Alternate (maximum 6%)	LS	1	$6,497.00	$6,497.00
2A	Demolition / Clearing & Grubbing	LS	1	$15,655.00	$15,655.00
3A	1 gal. Shrubs	EA	79	$18.00	$1,422.00
4A	5 gal. Shrubs	EA	675	$47.00	$31,725.00
5A	15 gal. Shrubs	EA	120	$221.00	$26,520.00
6A	Groundcover Flats 9" o.c.	SF	325	$21.00	$6,825.00
7A	Groundcover 1 Gal @ 30" o.c.	EA	168	$19.50	$3,276.00
8A	Soil Prep / Fine Grading	SF	6,456	$1.50	$9,684.00
9A	3" Mulch Layer	CY	60	$96.00	$5,760.00
10A	90-Day Maintenance of Shrubs/Groundcover	LS	1	$933.00	$933.00

The undersigned agrees that this Bid Form constitutes a firm offer to City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 674709, Expiration Date 7/31/24, class of license C-27, DIR Public Works Contractor Registration No. 1000012716. If the bidder is a joint venture, each member of the joint venture must include the above information.

SECTION 00400
BID FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. 1

Addenda No. _____

Addenda No. _____

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.

2. Attached is the fully executed Noncollusion Declaration form.

3. Attached is the completed Designation of Subcontractors form.

4. Attached is the completed Bidder Information Form.

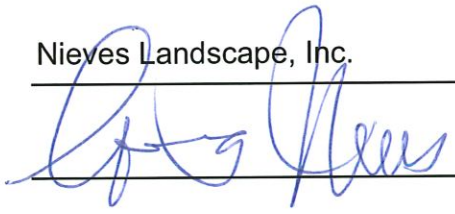
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

6. The completed Iran Contracting Act Certification form.

7. The completed Public Works Contractor Registration Certification form.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Nieves Landscape, Inc.

Signature 

Name and Title Greg Nieves, President

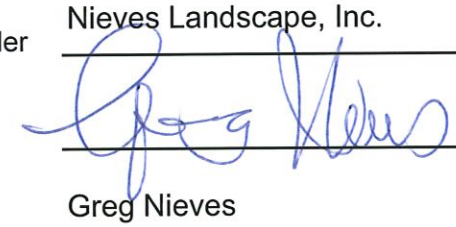
Dated 9/5/23

END OF BID FORM

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Nieves Landscape, Inc.

Signature 

Name Greg Nieves

Title President

Dated 9/5/23

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Bond No. CSBA-24836

SECTION 00410
BID BOND
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

BID BOND

The makers of this bond are Nieves Landscape, Inc., as Principal, and The Gray Insurance Company, as Surety and are held and firmly bound unto the City of Aliso Viejo, hereinafter called City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated September 6th, 2023, for **City Hall Landscape and Irrigation Improvement Project**.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by City and judgment is recovered, the Surety shall pay all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 29th day of August, 2023, the name and corporate seal of each corporation.

(Corporate Seal)

Nieves Landscape, Inc.
Contractor/ Principal

By _____

Title Greg Nieves, President

The Gray Insurance Company
Surety

(Corporate Seal)

By _____
Frank Morones, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

SECTION 00410
BID BOND
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On August 29th, 2023, before me, Melissa Ann Vaccaro, Notary Public, personally appeared Frank Morones, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

FRS3 MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2026 FRS3

Signature of Notary Public

WITNESS my hand and official seal.

Melissa Ann Vaccaro

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- X Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

The Gray Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond
Title or Type of Document

Two (2)
Number of Pages

August 29th, 2023
Date of Document

Signer(s) Other Than Named Above

Commercial Surety Bonds & Insurance Agenc
08/29/2023 11:56 994776045716

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: CSBA-24836 **Principal:** Nieves Landscape, Inc.

Project: City Hall Landscape and Irrigation Improvement Project

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Shaunna Rozelle Ostrom, Daniel Huckabay, Dwight Reilly, Arturo Ayala, Michael Stong, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell, and Frank Morones of Orange, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of August , 2023 .

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of August , 2023 .

Leigh Anne Henican

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

SECTION 00410
BID BOND
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On September 5, 2023, before me, Anne Elizabeth Cashman, Notary Public, personally appeared Greg Nieves, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

ANNE ELIZABETH CASHMAN
Notary Public - California
Orange County
Commission # 2373721
My Comm. Expires Sep 13, 2025

Signature of Notary Public

WITNESS my hand and official seal.

Anne Elizabeth Cashman

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☒ Corporate Officer — President, Secretary (Title(s))
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Nieves Landscape, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond
Title or Type of Document

Two (2)
Number of Pages

August 29th, 2023
Date of Document

Signer(s) Other Than Named Above

SECTION 00410
BID BOND
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF BID BOND FORM

SECTION 00420
NONCOLLUSION DECLARATION
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

NONCOLLUSION DECLARATION

The undersigned declares:

I am the President of Nieves Landscape, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/5/23 [date], at Santa Ana [city], CA [state].

Name of Bidder Nieves Landscape, Inc.

Signature 

Name Greg Nieves

Title President

Dated 9/5/23

END OF NONCOLLUSION DECLARATION

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: Nieves Landscape, Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 1629 E. Edinger Ave. Santa Ana, CA 92705

714-641-8475	714-641-3071	info@nieveslandscape.com
Facsimile Number	Telephone Number	Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? 38

5.0 How many years has Bidder's organization been in business under its present name? 38

5.1 Under what other or former names has Bidder's organization operated?: N/A

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 7/22/1993

6.2 State of Incorporation: CA

6.3 President's Name: Greg Nieves

6.4 Vice-President's Name(s): Greg Nieves

6.5 Secretary's Name: Greg Nieves

6.6 Treasurer's Name: Greg Nieves

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Landscape & Irrigation Installation and Maintenance

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

14.0 List Trade References:

Imperial Sprinkler Supply, Site One Landscape Supply,

Tierra Verde Industries, Southland Sod Farms

Eberhard Equipment

15.0 List Bank References (Bank and Branch Address):

City National 18111 Von Karman, Suite 100 Irvine, CA 92612

16.0 Name of Bonding Company and Name and Address of Agent:

CSBA - Commercial Surety Bond Agency Frank Morones

1411 N. Batavia St., Ste. 201, Orange, CA 92867

714-627-4586

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
City of Placentia Tree Planting	Installtion of Treewell Trees	TBD	$81,618.00

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work
City of Brea - Randolph Circle	Median & Parkway Improvements	2021	$59,891.00
City of Brea - Associated Road	Median & Parkway Improvements	2021	$136,814.00
City of Orange - Skylark & Canyon View	Median & Parkway Improvements	2020	$205,777.00
City of Yorba Linda - City Hall	Landscape & Irrig Install	2022 - 23	$136,680.05
City of Laguna Hills - Letters on the Hill	Grading & Paver Install	2022	$36,857.00

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:
   Antonio Gomez, Jr., Superintendent 25%
   Raul Gama, Foreman 100%
   Joshua Cho, Project Coordinator 10%

2. Summarize each person's specialized education:
   Antonio Gomez, Jr - over 18 yrs of landscape & irrigation installation experience
   Raul Gama - over 22 yrs of experience in landscape & irrigation installation
   Joshua Cho - over 30 yrs of exp. lands. const., maint. & design/ B.S. Land Arch

3. List each person's years of construction experience relevant to the project:
   Antonio Gomez, Jr. - 18 years
   Raul Gama - 22 years
   Joshua Cho - 33 years

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by City.

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____
_____
_____
_____
_____

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Nieves Landscape, Inc.

Signature 

Name Greg Nieves

Title President

Dated 9/5/23

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number
None				

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder Nieves Landscape, Inc.

Signature

Name Greg Nieves

Title President

Dated 9/5/23

END OF LIST OF SUBCONTRACTORS FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 17

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

□ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

□ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signed: _____ Greg Nieves

Titled: President

Firm: Nieves Landscape, Inc.

Date: 9/5/23

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
CITY HALL LANDSCAPE AND IRRIGATION IMPROVEMENT PROJECT

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: Nieves Landscape, Inc.

DIR Registration Number: 1000012716

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Nieves Landscape, Inc.

Signature

Name Greg Nieves

Title President

Dated 9/5/23

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

ALISO VIEJO
Live Life Inspired

MAYOR
Richard Hurt

MAYOR PRO TEM
Mike Munzing

COUNCIL MEMBER
Tiffany Ackley

COUNCIL MEMBER
Ross Chun

COUNCIL MEMBER
Max Duncan

CITY MANAGER
David A. Doyle

CITY ATTORNEY
Scott C. Smith

CITY CLERK
Mitzi Ortiz, MMC

August 31, 2023

To: All Prospective Bidders Under 'Citywide Landscape and Irrigation Improvement Project'

Subject: Citywide Landscape and Irrigation Improvement Project - Addendum No. 1

Addendum No. 1

The following modifications to the subject Contract Documents are to be construed as part of the documents upon which bidders shall prepare their proposal and to supplement provisions appearing elsewhere in the documents which may be in conflict therewith.

Responses to Questions:

1) Are we to expected to run new wiring for the irrigation or will we be able to use the existing wiring? All existing Control Wire shall be protected and re-used for the new Control Valves as indicated on Plans.
2) Are the existing Sleeves able to be reused or will we be expected to get new ones? It is assumed that all existing Sleeves will remain and continue to be used for the new system.
3) The scale on the plans seems to be incorrect. Google earth measurements do not match up with what the plans are giving us. Could you please provide the correct scale? The scale of the full-size plans (24" X 36") is correct: 1/16th" = 1'-0"
4) Plans specify New Gold Lantana having a quantity of 85 but I have a quantity of 53. Is the quantity of 85, correct? The correct quantity of Lantana is 53.
5) Areas of plans that are difficult to read, all islands and courtyard area. Please provide plant varieties or a revised planting plan that shows these shrubs more clearly. Full resolution digital plans are attached for referenced.

Sincerely,

Quang Le
Associate Engineer

Attachments

Confirmation of receipt of Addendum No. 1:

(signature)	8/31/2023 (date)
Greg Nieves (print)	Nieves Landscape, Inc. (company)

CITY OF ALISO VIEJO

CITY HALL

LANDSCAPE IMPROVEMENT PROJECT

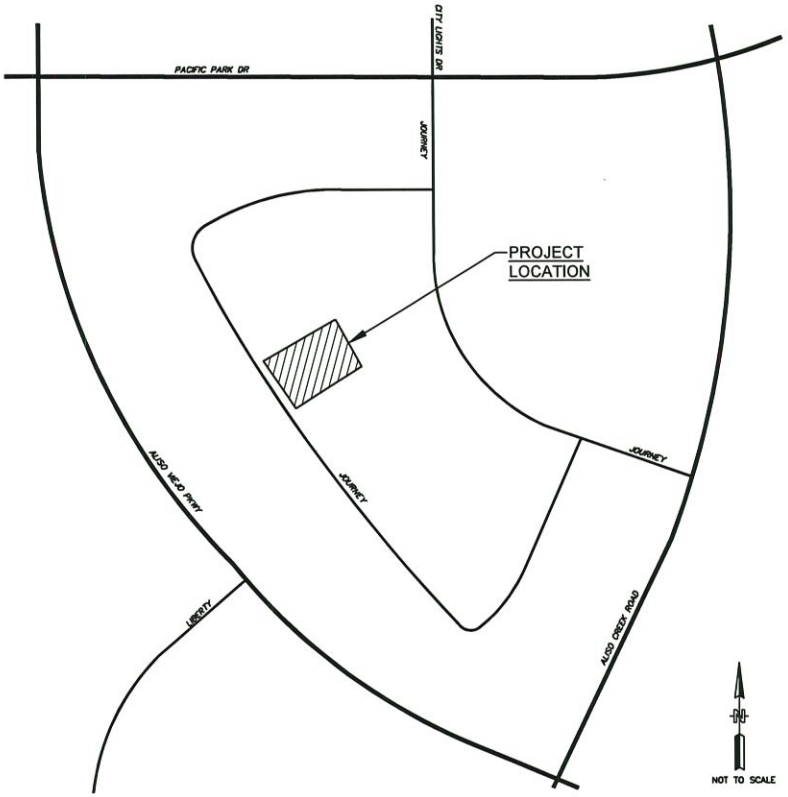
12 JOURNEY, ALISO VIEJO, CA 92656

GENERAL NOTES:

1. THESE NOTES HEREIN INCORPORATE, BY REFERENCE, THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), CURRENT EDITION.
2. THE CONTRACTOR SHALL HAVE A COPY OF THE CURRENT EDITIONS OF SSPWC STANDARD PLANS ON THE CONSTRUCTION SITE AT ALL TIMES.
3. THE CONTRACTOR SHALL TELEPHONE THE CITY LANDSCAPE INSPECTOR AT (714) 342-5467 AT LEAST 24 HOURS PRIOR TO STARTING CONSTRUCTION WORK.
4. CITY PUBLIC WORKS ENCROACHMENT PERMIT REQUIRED FOR ALL WORK IN PUBLIC RIGHT-OF-WAY. CITY-APPROVED PLANS DO NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY TO OBTAIN PUBLIC PROPERTY PERMIT WHICH SHALL BE AVAILABLE ON THE JOB AT ALL TIMES WORK IS BEING ACCOMPLISHED IN THE PUBLIC RIGHT-OF-WAY.
5. CONTRACTOR SHALL MAINTAIN PROJECT SITE IN A NEAT, CLEAN, DUST-FREE, AND SANITARY CONDITION AT ALL TIMES.
6. ADJACENT STREETS TO THE PROJECT SITE SHALL BE KEPT CLEAN OF DEBRIS. DUST AND ALL OTHER NUISANCES MUST BE CONTROLLED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN-UP WORK ON ADJACENT STREETS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
7. STREET CLEANING SHALL BE BY DRY SWEEPING METHOD FOR ALL PAVED AREAS. NO STOCKPILING OF MATERIALS WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT PERMISSION OF THE CITY ENGINEER.
8. PRIOR TO FINAL ACCEPTANCE OF PROJECT IMPROVEMENTS, ALL STREET PAVEMENT STRIPING AND STENCILING WITHIN THE LIMITS OF THE PROJECT WILL BE RESTORED TO A "LIKE NEW" CONDITION, IN A MANNER MEETING THE APPROVAL OF THE CITY ENGINEER.
9. ALL STRIPING AND STENCILING SHALL BE ACCORDING TO CALTRANS STANDARD PLANS, SPECIFICATIONS, AND THE SPECIAL PROVISIONS.
10. THRU TRAFFIC SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE PROTECTED WITH ADEQUATE BARRICADES, LIGHTS, SIGNS AND WARNING DEVICES, AS PER THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD), CURRENT EDITION, AND PER THE DIRECTIONS OF THE CITY INSPECTOR.
11. ANY UTILITIES UNDER PAVED AREAS OF PAVED STREETS SHALL HAVE A MINIMUM OF 30" COVER AND THE CONTRACTOR SHALL PROVIDE PRIVATE LABORATORY COMPACTION CERTIFICATION FOR ALL UNDERGROUND UTILITIES PRIOR TO ANY PAVING. THE CONTRACTOR SHALL SET UP A MEETING WITH THE INSPECTOR AND THE PRIVATE LABORATORY PRIOR TO ANY TESTING.
12. SURVEY MONUMENTS SHALL BE PRESERVED AND REFERENCED BEFORE CONSTRUCTION AND REPLACED AFTER CONSTRUCTION, PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONAL CODE.
13. WHEREVER THE EXISTING PAVEMENT JOINS THE PROPOSED PAVEMENT, THE CONTRACTOR SHALL SAWCUT THE EXISTING PAVEMENT TO FORM A CLEAN JOIN WITH THE PROPOSED PAVEMENT.
14. CONSTRUCTION ACTIVITIES ON THE ROADWAY AFFECTING TRAFFIC SHALL NOT BE INITIATED BEFORE 9:00 AM EACH WORK DAY. CONSTRUCTION ACTIVITY AND ALL ASSOCIATED TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE ROADWAY BY 3:00 PM.
15. ALL DIMENSIONS PROVIDED ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE.
16. CENTERLINE PROVIDED IS CONSTRUCTION CENTERLINE FOR CONSTRUCTION PURPOSES ONLY.
17. ANY FACILITIES AFFECTED, DAMAGED OR DEGRADED BY THE CONTRACTORS OPERATIONS SHALL BE RESTORED AND/OR RECONSTRUCTED IN ACCORDANCE WITH THE PREVAILING STANDARDS.

ABBREVIATIONS

AB	ASPHALT BASE
AC	ASPHALT CONCRETE PAVEMENT
AP	ANGLE POINT
ARHM	ASPHALT RUBBER HOT MIX
AVE	AVENUE
BCR	BEGIN CURB RETURN
BLVD	BOULEVARD
BW	BACK OF SIDEWALK
BX	DRIVEWAY TRANSITION BOTTOM
CATV	CABLE TV
CB	CATCH BASIN
CAB	CRUSHED AGGREGATE BASE
C&G	CURB & GUTTER
CF	CURB FACE
CO	CLEANOUT
DWG	DRAWING
DR	DRIVE
DWY	DRIVEWAY
E	ELECTRICAL
ECR	END CURB RETURN
EG	EXIST GRADE
EP	EDGE OF PAVEMENT
EX	EXISTING
FH	FIRE HYDRANT
FL	FLOW LINE
FS	FINISH SURFACE
G	GAS
GB	GRADE BREAK
GV	GAS VALVE
HORIZ	HORIZONTAL
INV	INVERT
PCC	PORTLAND CEMENT CONCRETE
PROP	PROPOSED
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SCE	SO CAL EDISON
SCH	SCHEDULE
SDJS	STORM DRAIN JUNCTION STRUCTURE
SDMH	STORM DRAIN MANHOLE
SMH	SEWER MANHOLE
SPPWC	STD PLANS FOR PUBLIC WORKS CONST
ST	STREET
STA	STATION
STD	STANDARD
SL	STREET LIGHT
SLPB	STREET LIGHT PULL BOX
SS	SANITARY SEWER
SDWK	SIDEWALK TO, TELEPHONE LINE
TC	TOP OF CURB
T	TELEPHONE
TMH	TELEPHONE MANHOLE
TS	TRAFFIC SIGNAL
TSPB	TRAFFIC SIGNAL PULL BOX
TW	TOP OF WALL
TYP	TYPICAL
VERT	VERTICAL
WM	WATER METER
W	WATER LINE
WV	WATER VALVE



VICINITY MAP

DRAWING INDEX

1 OF 6	TS	TITLE SHEET
2 OF 6	I-1	IRRIGATION PLAN
3 OF 6	I-2	IRRIGATION LEGEND & NOTES
4 OF 6	I-3	IRRIGATION DETAILS
5 OF 6	P-1	PLANTING PLAN
6 OF 6	P-2	PLANTING DETAILS

CERTIFICATION OF LANDSCAPE DESIGN

I hereby certify that:

(1) I am a professional appropriately licensed in the State of California to provide professional landscape design services.
(2) The landscape design and water use calculations for the property located at _____
(3) 12 Journey, Aliso Viejo, CA 92656 were prepared by me or under my supervision.
(4) The landscape design and water use calculations for the identified property comply with the requirements of the City of Aliso Viejo Landscape Water Efficiency Landscape Regulations and the Guidelines for Implementation of the City of Aliso Viejo Water Efficient Landscape Regulations.
(5) The information I have provided in this Certificate of Landscape Design Professional is true and correct and is hereby submitted in compliance with the Guidelines for Implementation of the City of Aliso Viejo Water Efficient Landscape Regulations.

Richard A. Fisher — Landscape Architect — 7-27-2023
First Name — Title — Date

Richard A. Fisher
Signature

1429
License Number

Richard Fisher Associates — 4902 Kron, Irvine CA 92604

(714) 342-5467 — rfisher@rfasmail.com
Telephone — Email Address

For City Use:
Date received
Name
Signature

Landscape Design Professional's Stamp

LICENSED LANDSCAPE ARCHITECT — RICHARD A. FISHER — #1429 — EXP. AUGUST 31, 2025 — STATE OF CALIFORNIA

REFERENCE PROJECT SPECIFICATIONS FOR CONSTRUCTION ITEM QUANTITIES. QUANTITIES SHOWN HEREON ARE APPROXIMATE.

ENGINEER'S NOTE

THE ENGINEER PREPARING THESE PLANS SHALL NOT BE HELD RESPONSIBLE FOR, NOR BE HELD LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.

UNDERGROUND STRUCTURES:

EXISTING UNDERGROUND STRUCTURES:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES OR CONDUITS SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE THE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS.

DIGALERT — UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

CALL TOLL FREE 1-(800)-422-4133 AT LEAST TWO DAYS BEFORE YOU DIG

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE. BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT AT 1(800) 422-4133

NOTICE TO CONTRACTOR

PURSUANT TO ASSEMBLY BILL 3019, NO EXCAVATION PERMIT IS VALID UNLESS THE FOLLOWING IS PERFORMED:

1. UNDERGROUND SERVICE ALERT HAS BEEN CONTACTED AND HAS PROVIDED INQUIRY I.D. #.
2. THE UNDERSIGNED AGREES TO CONTACT AND OBTAIN AN INQUIRY I.D. # FROM UNDERGROUND SERVICE ALERT (1-800-422-4133) AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

SIGNED _____ DATE _____

CITY OF ALISO VIEJO

APPROVED: _____ DATE: _____

THESE PLANS ARE SIGNED BY THE CITY OF ALISO VIEJO FOR CONCEPT ADHERENCE TO CITY STANDARDS AND REQUIREMENTS ONLY. THE CITY OF ALISO VIEJO IS NOT RESPONSIBLE FOR DESIGN, ASSUMPTIONS, AND ACCURACY.

NO.	DESCRIPTION	DATE	BY

REVISIONS

BENCHMARK:

BASIS OF BEARING:

PREPARED BY:
RFA ASSOCIATES
4902 KRON
IRVINE, CA 92604
PHONE: (714) 342-5467

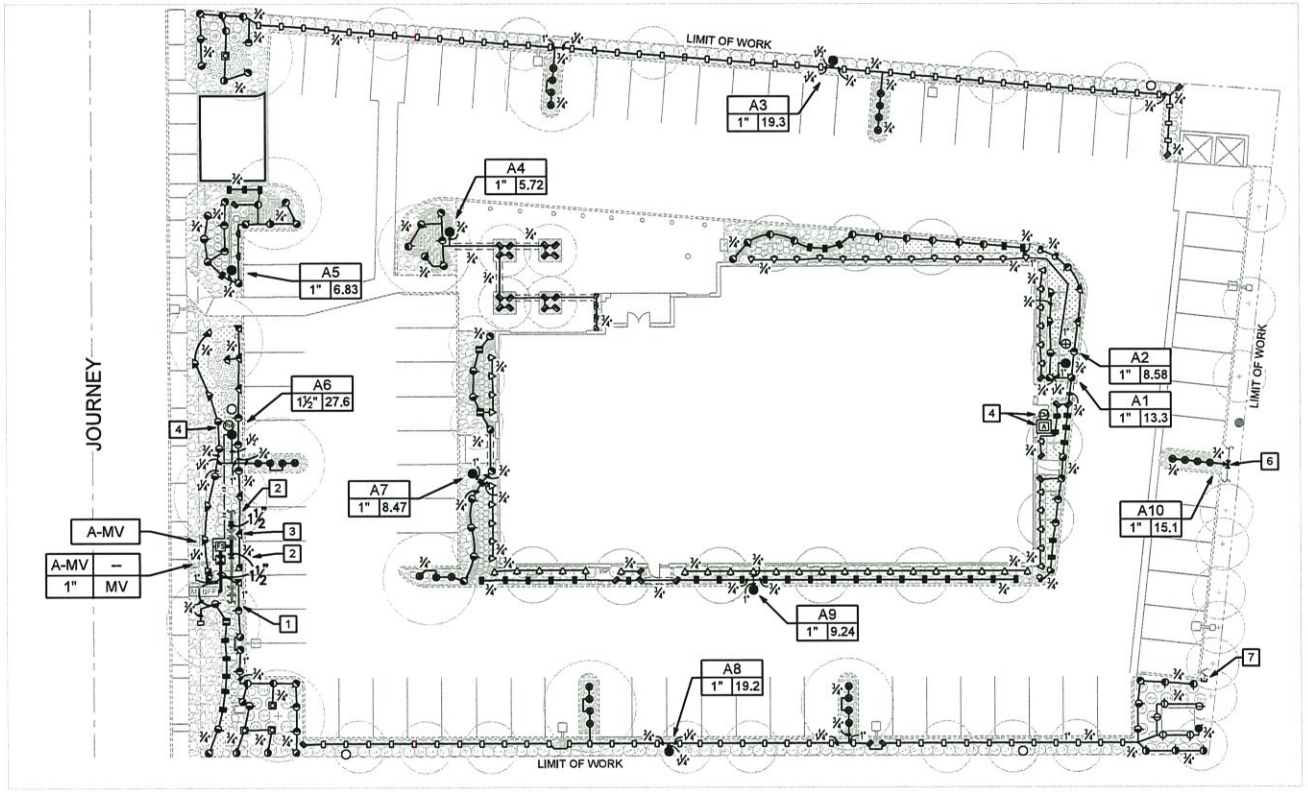
LICENSED LANDSCAPE ARCHITECT — RICHARD A. FISHER — #1429 — EXP. AUGUST 31, 2025 — STATE OF CALIFORNIA

CITY OF ALISO VIEJO
CITY HALL
12 JOURNEY, ALISO VIEJO, CA 92656

TITLE SHEET

PROJECT NUMBER 092-005

TS SHEET 1 OF 6



SPECIFIC IRRIGATION CONSTRUCTION NOTES

1. POINT OF CONNECTION. CONNECT NEW 1-1/2" PRESSURE MAINLINE PIPING DOWNSTREAM OF EXISTING 1-1/2" BACKFLOW PREVENTER ASSEMBLY AND POTABLE WATER METER AS SHOWN. POTABLE WATER WATER FOR IRRIGATION IS SERVICED FROM THE ALISO VIEJO POTABLE WATER SYSTEM. ROUTE NEW 1-1/2" PRESSURE MAINLINE PIPING TO NEW MASTER VALVE AND FLOW SENSOR AS SHOWN. REFER TO CIVIL WATER IMPROVEMENT PLANS FOR ADDITIONAL INFORMATION.
   STATIC WATER PRESSURE: XX PSI
   DESIGN PRESSURE: 70 PSI
   PEAK IRRIGATION DEMAND: 28 GPM
2. POINT OF CONNECTION. CONNECT NEW 1-1/2" PRESSURE MAINLINE PIPING FROM NEW MASTER VALVE AND FLOW SENSOR TO EXISTING 1-1/2" PRESSURE MAINLINE PIPING AT THIS LOCATION AS SHOWN - SIZE NOTED. EXACT LOCATION SHALL BE DETERMINED IN THE FIELD. CONNECT AS REQUIRED SO THAT NEW IRRIGATION SYSTEMS OPERATE FROM EXISTING PRESSURE MAINLINE PIPING.
3. RELOCATE EXISTING GATE VALVE DOWNSTREAM OF NEW MASTER VALVE AND FLOW SENSOR TO ISOLATE NORTH LEG OF EXISTING PRESSURE MAINLINE PIPING.
4. PROVIDE AND INSTALL ONE (1) RAINMASTER "DXF SERIES - 12 STATION SMART CONTROLLER "A" MOUNTED ON A SITEONE MODEL #SA10-RM6-12/DXICA/PWY-600-SO1 RETROFIT BACKPLATE MOUNTED WITHIN THE EXISTING FRONT ENTRY STAINLESS STEEL CONTROLLER ENCLOSURE. THE BACKPLATE ASSEMBLY SHALL INCLUDE THE SPECIFIED CONTROLLER, THE CST PATHWAY WIRE SHARING SYSTEM (SEE CST PATHWAY DETAIL #3 ON SHEET I-3 FOR ADDITIONAL INFORMATION) AND A CELLULAR COMMUNICATION CONNECTION. THE 120 VOLT POWER SUPPLY FOR HOOK-UP OF THE AUTOMATIC CONTROLLER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE ELECTRICAL CODES. REFER TO IRRIGATION SPECIFICATIONS AND AUTOMATIC CONTROLLER ENCLOSURE DETAIL FOR ADDITIONAL INFORMATION. WIRE ELECTRIC CONTROL VALVES TO MATCH STATION SEQUENCING AS SHOWN ON PLANS.
5. PROVIDE AND INSTALL NEW ELECTRIC CONTROL VALVE "A-2" ON EXISTING POTABLE WATER IRRIGATION MAINLINE AT THIS POINT AS SHOWN. PROVIDE AND INSTALL NEW IRRIGATION SYSTEM FOR SHRUBS ON NORTH SIDE OF BUILDING AS SHOWN. CONNECT NEW ELECTRIC CONTROL VALVE "A-2" TO NEW AUTOMATIC CONTROLLER "A" USING EXISTING CONTROL AND COMMON WIRES FROM A REMOVED ELECTRIC CONTROL VALVE. CONNECT AS REQUIRED SO THAT NEW ELECTRIC CONTROL VALVE "A-2" OPERATES AUTOMATICALLY FROM NEW AUTOMATIC CONTROLLER "A".
6. POINT OF CONNECTION. CONNECT NEW NON-PRESSURE LATERAL LINE PIPING FROM NEW IRRIGATION SYSTEM TO EXISTING NON-PRESSURE LATERAL LINE PIPING FROM EXISTING ELECTRIC CONTROL VALVE AT THIS LOCATION AS SHOWN - SIZE NOTED. EXACT LOCATION SHALL BE DETERMINED IN THE FIELD. CONNECT AS REQUIRED SO THAT NEW IRRIGATION SYSTEM OPERATES AUTOMATICALLY FROM EXISTING ELECTRIC CONTROL VALVE.
7. CUT AND CAP EXISTING LATERAL LINE PIPING FROM EXISTING SHRUB AREA AS SHOWN. EXACT LOCATION OF EXISTING LATERAL LINE PIPING SHALL BE VERIFIED IN THE FIELD.

NOTE: ALL IRRIGATION EQUIPMENT SHOWN IN GRAY TONE INDICATES EXISTING CONDITIONS. ALL SYMBOLS INDICATED ON PLAN SHEETS FOR SPRINKLER HEADS AND IRRIGATION EQUIPMENT SHOWN IN SOLID TONE INDICATE NEW CONDITIONS. VERIFY EXISTING CONDITIONS IN THE FIELD PRIOR TO START OF WORK.

NOTES:

PRIOR TO THE START OF DEMOLITION, THE CONTRACTOR SHALL INVESTIGATE THE CONDITION OF THE EXISTING IRRIGATION SYSTEMS DESIGNATED TO REMAIN. ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS DISCOVERED BY THE INVESTIGATION, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER. THE OWNER WILL AUTHORIZE THE CONTRACTOR TO PREPARE A BID FOR THE REPAIR OF THE DAMAGED IRRIGATION SYSTEMS AS DETERMINED DURING THE INVESTIGATION. FAILURE TO COMPLETE AN EVALUATION OF THE EXISTING IRRIGATION SYSTEMS, AND REPORTING DEFICIENCES TO THE OWNER, WILL CAUSE THE OWNER TO ASSUME THAT THE EXISTING IRRIGATION SYSTEMS ARE FULLY OPERATIONAL AND NO REPAIRS ARE NECESSARY. ANY DAMAGE DISCOVERED AFTER THE EVALUATION REPORT HAS BEEN SUBMITTED TO THE OWNER, OR IN THE EVENT THAT NO EVALUATION REPORT WAS SUBMITTED TO THE OWNER, IT SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR THE DAMAGED IRRIGATION SYSTEMS. THIS SHALL OCCUR WITH NO ADDITIONAL COST TO THE OWNER.

EQUIPMENT LOCATION NOTE

1. INSTALL ALL IRRIGATION EQUIPMENT, CONTROL VALVES, ETC. WITHIN PLANTING AREA - ANY IRRIGATION EQUIPMENT SHOWN OUTSIDE OF PLANTING AREA IS FOR DRAWING CLARITY (TYPICAL).
2. ELECTRIC CONTROL VALVE, QUICK COUPLING VALVE AND GATE VALVE, ETC. LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE. THE CONTRACTOR SHALL STAKE OUT EACH ELECTRIC CONTROL VALVE, QUICK COUPLING VALVE AND GATE VALVE, ETC. LOCATION FOR REVIEW AND APPROVAL BY OWNER PRIOR TO INSTALLATION OF VALVES. SEE DETAILS FOR ADDITIONAL VALVE INSTALLATION INFORMATION. FINAL LOCATION AND EXACT POSITIONING OF IRRIGATION EQUIPMENT SHALL BE APPROVED BY THE OWNER. MINOR MODIFICATIONS OF IRRIGATION EQUIPMENT LOCATIONS AS REQUESTED BY THE OWNER SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. FAILURE TO OBTAIN OWNER'S APPROVAL PRIOR TO INSTALLATION SHALL CAUSE CONTRACTOR TO MAKE OWNER DIRECTED REVISIONS AT NO ADDITIONAL COST TO OWNER.
3. ALL EXISTING IRRIGATION PRESSURE MAINLINE PIPING SHALL REMAIN OPERATIONAL. PROTECT IN PLACE (TYPICAL).

FOR IRRIGATION LEGENDS, NOTES AND DETAILS, SEE SHEETS I-1, I-2, I-3 AND I-4.

DIGALERT Underground Service Alert
Call: TOLL FREE
811 or (800) 422-4133
TWO WORKING DAYS BEFORE YOU DIG

d.d. Pagano inc.
IRRIGATION CONSULTANTS
4705 EAST CHAPMAN AVENUE
ORANGE - CA 92869 (714) 771-9200
FAX (714) 771-9202

NORTH

-16' 0 8' 16'
ORIGINAL SCALE: 1/16" = 1'-0"

CITY OF ALISO VIEJO

APPROVED: _____ DATE: _____

THESE PLANS ARE SIGNED BY THE CITY OF ALISO VIEJO FOR CONCEPT ADHERENCE TO CITY STANDARDS AND REQUIREMENTS ONLY. THE CITY OF ALISO VIEJO IS NOT RESPONSIBLE FOR DESIGN, ASSUMPTIONS, AND ACCURACY.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

BENCHMARK:

BASIS OF BEARING:

PREPARED BY:
ASSOCIATES
4902 KRON
IRVINE, CA 92604
PHONE: (714) 342-5467

LICENSED LANDSCAPE ARCHITECT
RICHARD A. FISHER
No. 2429
Signature
Renewal Date
STATE OF CALIFORNIA

CITY OF ALISO VIEJO
CITY HALL
12 JOURNEY, ALISO VIEJO, CA 92656

IRRIGATION PLAN

PROJECT NUMBER 092-005

I-1 SHEET 1 OF 6

GENERAL IRRIGATION CONSTRUCTION NOTES

1. IRRIGATION RECONSTRUCTION AND/OR MODIFICATION OF THE EXISTING LANDSCAPE IRRIGATION SYSTEM WILL BE REQUIRED DUE TO THE RENOVATION OF EXISTING LANDSCAPE AND HARDSCAPE.
2. PRIOR TO THE START OF DEMOLITION, THE CONTRACTOR SHALL INVESTIGATE THE CONDITION OF THE EXISTING IRRIGATION SYSTEMS DESIGNATED TO REMAIN. ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS DISCOVERED BY THE INVESTIGATION, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER. THE OWNER WILL AUTHORIZE THE CONTRACTOR TO PREPARE A BID FOR THE REPAIR OF THE DAMAGED IRRIGATION SYSTEMS AS DETERMINED DURING THE INVESTIGATION. FAILURE TO COMPLETE AN EVALUATION OF THE EXISTING IRRIGATION SYSTEMS, AND REPORTING DEFICIENCIES TO THE OWNER, WILL CAUSE THE OWNER TO ASSUME THAT THE EXISTING IRRIGATION SYSTEMS ARE FULLY OPERATIONAL AND NO REPAIRS ARE NECESSARY. ANY DAMAGE DISCOVERED AFTER THE EVALUATION REPORT HAS BEEN SUBMITTED TO THE OWNER, OR IN THE EVENT THAT NO EVALUATION REPORT WAS SUBMITTED TO THE OWNER, IT SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR THE DAMAGED IRRIGATION SYSTEMS. THIS SHALL OCCUR WITH NO ADDITIONAL COST TO THE OWNER.
3. IN SOME CASES EXISTING IRRIGATION SYSTEMS WITHIN THE LIMIT OF WORK LINE WILL NEED TO BE ADJUSTED TO KEEP EXISTING PLANT MATERIAL DESIGNATED TO REMAIN WELL IRRIGATED. CONTRACTOR SHALL MEET WITH A IRVINE COMPANY APARTMENT COMMUNITIES REPRESENTATIVE TO DETERMINE BEST SOLUTION TO TURN OFF, REMOVE, CHANGE DEGREE OF ARC, ETC. TO ENSURE IRRIGATION OF EXISTING PLANT MATERIAL DESIGNATED WITHOUT OVER SPRAYING ON TO CONSTRUCTION WORK AREA.
4. IT IS THE INTENT THAT THE INSTALLATION OF THE NEW IRRIGATION SYSTEM BE AS SHOWN ON THE IRRIGATION DRAWINGS. CONNECTION OF THE NEW IRRIGATION PRESSURE MAIN LINE PIPING SHALL BE MADE TO THE EXISTING IRRIGATION PRESSURE MAIN LINE PIPING AT APPROXIMATE LOCATIONS SHOWN ON THE DRAWING. EXACT LOCATION FOR POINTS OF CONNECTIONS, CONNECTION TO EXISTING ELECTRIC CONTROL VALVES AND CONTROL WIRES SHALL BE COORDINATED WITH THE OWNER'S AUTHORIZED REPRESENTATIVE. THE IRRIGATION DRAWING WAS PREPARED USING THE EXISTING AS-DESIGNED IRRIGATION AS A GUIDE. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS AND PROVIDE A STATEMENT OF INTENDED CONSTRUCTION PROCEDURES FOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO START OF CONSTRUCTION.
5. UNLESS OTHERWISE NOTED AS EXISTING TO REMAIN, THE CONTRACTOR SHALL ONLY REMOVE ALL EXISTING SPRINKLER HEADS AND NON-PRESSURE LATERAL LINE PIPING INSTALLED DURING THE CONSTRUCTION OF THE EXISTING IRRIGATION SYSTEM THAT FALL WITHIN THE LIMITS OF THE NEW IRRIGATION CONSTRUCTION AREA. ALL SPRINKLER HEADS REMOVED, AS WELL AS ALL OTHER EQUIPMENT SCHEDULED FOR REMOVAL, SHALL BE TURNED OVER TO THE OWNER'S AUTHORIZED REPRESENTATIVE WITH A TRANSMITTAL LISTING ALL ITEMS. ALL OTHER MATERIALS TO BE REMOVED, SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
6. ALL IRRIGATION SYSTEMS OUTSIDE OF THE NEW CONSTRUCTION AREA SHALL REMAIN OPERATIONAL. CUT AND CAP EXISTING NON-PRESSURE LATERAL LINE PIPING AS REQUIRED TO COMPLETE THE NEW IRRIGATION CONSTRUCTION. DAMAGE TO ANY EXISTING LANDSCAPING OR IRRIGATION SYSTEM OUTSIDE OF THE NEW IRRIGATION CONSTRUCTION AREA, CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
7. UNLESS OTHERWISE NOTED, ALL IRRIGATION SHOWN SHALL BE CONSIDERED NEW AND SHALL BE INSTALLED IN SUCH A MANNER THAT THE NEW IRRIGATION SYSTEM WILL BE COMPATIBLE WITH THE EXISTING IRRIGATION SYSTEM TO PROVIDE A COMPLETE AND EFFICIENT OPERATING SYSTEM.
8. FIELD ADJUSTMENTS MAY BE REQUIRED TO PROVIDE OPTIMUM OPERATION EFFICIENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNER'S AUTHORIZED REPRESENTATIVE TO REVIEW FIELD ADJUSTMENTS PRIOR TO INSTALLATION. IN THE EVENT NO CONTACT IS MADE WITH THE OWNER'S AUTHORIZED REPRESENTATIVE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISIONS NECESSARY.
9. PERMISSION TO SHUT OFF IRRIGATION WATER FOR DEMOLITION OF EXISTING IRRIGATION SYSTEM SHALL BE APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO SHUT-OFF.
10. "AS-BUILT" RECORD DRAWINGS OF EXISTING IRRIGATION SYSTEMS ARE NOT AVAILABLE. REFER TO AS DESIGNED IRRIGATION DRAWINGS AND CONTROLLER CHARTS FOR ADDITIONAL INFORMATION.
11. CONTRACTOR SHALL REFER TO PLANTING PLANS FOR SHRUB LAYOUT AND SPACING.
12. ALL VALVES SHALL BE INSTALLED WITHIN SHRUB AREAS. DO NOT INSTALL VALVES WITHIN TURF OR HARDSCAPE AREAS.
13. EXISTING AS-BUILT OR AS-DESIGNED IRRIGATION PLANS ARE NOT AVAILABLE. THE NEW IRRIGATION SYSTEM PRESSURE REQUIREMENTS ARE BASED ON EXISTING IRRIGATION CONTROL VALVE SIZES TO ENSURE PROPER SPRINKLER OPERATION.
14. NEW POTABLE WATER IRRIGATION SYSTEMS ARE LABELED "POTABLE" AND SHALL BE INSTALLED USING PVC SCHEDULED 40 LATERAL LINE PIPE WHITE IN COLOR.
15. THE EXISTING BACKFLOW PREVENTER SERVING THIS SCOPE OF WORK SHALL BE RE-CERTIFIED PRIOR TO JOB COMPLETION.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING TREES FROM THE CONTRACTOR'S OPERATIONS. SPECIAL CARE SHALL BE TAKEN WHEN TRENCHING AROUND EXISTING TREE ROOTBALLS.
17. I HAVE COMPLIED WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE REGULATIONS AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN

GENERAL IRRIGATION NOTES:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE ITSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, ETC AND COORDINATE ITS WORK WITH OTHERS FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC.
2. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE. AVOID ANY CONFLICTS BETWEEN THE SPRINKLER SYSTEM, PLANTING AND ARCHITECTURAL FEATURES.
3. THE SPRINKLER SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND SHOWN ON THE IRRIGATION DRAWINGS AT EACH POINT OF CONNECTION. THE CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER' AUTHORIZED REPRESENTATIVE. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED PRIOR TO START OF CONSTRUCTION.
4. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
5. IN ADDITION TO THE CONTROL WIRE SLEEVES SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF CONTROL WIRE SLEEVES OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.
6. INSTALL ALL PIPE MATERIALS AND EQUIPMENT AS SHOWN IN DETAILS. USE TEFLON TAPE OR TEFLON PIPE DOPE ON ALL PVC TO PVC MALE PIPE THREADS ON ALL SPRINKLER SWING JOINT AND VALVE ASSEMBLIES.
7. ALL POP-UP TYPE SPRINKLER HEADS INSTALLED IN SHRUB OR GROUND COVER AREAS SHALL BE INSTALLED SO THAT THE TOP OF THE SPRINKLER HEAD IS 1" ABOVE FINISH GRADE.
8. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE OF THE AREA TO BE IRRIGATED UNLESS OTHERWISE DESIGNATED ON THE PLANS.
9. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS AND/OR BUILDINGS AS MUCH AS POSSIBLE. THIS SHALL INCLUDE USE OF RAINBIRD "PCS" PRESSURE COMPENSATING SCREENS, SELECTING THE BEST DEGREE OF ARC TO FIT THE EXISTING SITE CONDITIONS AND TO THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH SYSTEM.

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ORANGE - CA 92869 (714) 771-9200
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IRRIGATION EQUIPMENT LEGEND

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION
	RAINMASTER	DX3	SERIES NEW AUTOMATIC CONTROLLER WITHIN EXISTING STAINLESS STEEL FRONT ENTRY ASSEMBLY. SEE IRRIGATION PLAN FOR ADDITIONAL INFORMATION.
	SUPERIOR	3300	SERIES NORMALLY OPEN MASTER CONTROL VALVE- 1".
	CST	FSI-T10-001	SERIES TEE FLOW SENSOR FOR IRRIGATION - 1" SIZE.
	CST	PWY-400-S01	SERIES PATHWAY CONTROLLER MODULE. SEE CST PATHWAY DETAIL #3 ON SHEET I-3 FOR ADDITIONAL INFORMATION.
	CST	PWY-400-S01	SERIES PATHWAY FIELD MODULE. SEE CST PATHWAY DETAIL #3 ON SHEET I-3 FOR ADDITIONAL INFORMATION.
	SUPERIOR	SPV	SERIES NEW ELECTRIC CONTROL VALVE- SIZE NOTED.
			EXISTING ELECTRIC CONTROL VALVE SHALL BE REMOVED AND RETURNED TO OWNER. PROVIDE AND INSTALL NEW SUPERIOR SPV SERIES ELECTRIC CONTROL VALVE - SIZE NOTED. CONNECT EXISTING CONTROL AND COMMON WIRES AS REQUIRED FOR AUTOMATIC OPERATION FROM NEW AUTOMATIC CONTROLLER "A". UPGRADE VALVE BOX PER UPGRADE VALVE BOX NOTE ON THIS SHEET.*****
			EXISTING ELECTRIC CONTROL VALVE SHALL REMAIN OPERATIONAL. PROTECT IN PLACE. CHANGE STATION DESIGNATION AS SHOWN ON PLAN. UPGRADE VALVE BOX PER PER UPGRADE VALVE BOX NOTE ON THIS SHEET.*****
			EXISTING ELECTRIC CONTROL VALVE SHALL BE REMOVED AND RETURNED TO OWNER. CAP VALVE STUB AS REQUIRED. ABANDON IRRIGATION CONTROL WIRES IN PLACE.
			EXISTING GATE VALVE SHALL REMAIN OPERATIONAL. PROTECT IN PLACE.
M BFP			EXISTING POTABLE WATER METER AND BACKFLOW PREVENTER ASSEMBLY SHALL REMAIN OPERATIONAL. PROTECT IN PLACE.
			BURIED PRESSURE MAIN LINE PIPING - USE PVC CLASS 315 WITH SOLVENT WELDED JOINTS FOR SIZES 2" AND LARGER AND PVC SCH. 40 WITH SOLVENT WELDED JOINTS FOR SIZES 1-1/2" AND SMALLER - SIZE NOTED - USE WHITE PIPE FOR POTABLE WATER.
			EXISTING POTABLE PRESSURE MAINLINE PIPING SHALL REMAIN OPERATIONAL. PROTECT IN PLACE.
			NEW BURIED NON-PRESSURE LATERAL LINE PIPING - USE PVC SCHEDULE 40 PIPE FOR LATERAL LINE PIPING INSTALLED WITHIN PLANTING AREAS, AND PVC SCH. 40 FOR LATERAL LINE PIPING INSTALLED UNDER PAVED AREAS - SIZE NOTED - USE WHITE PIPE FOR POTABLE WATER.
FS			CONTROL AND COMMON WIRE PATHWAY FROM ELECTRIC CONTROL VALVE TO MASTER VALVE AND FLOW SENSOR. SEE CST PATHWAY DETAIL #3 ON SHEET I-3 FOR ADDITIONAL INFORMATION.
			EXISTING IRRIGATION PIPE SLEEVE SHALL REMAIN OPERATIONAL. PROTECT IN PLACE.
			INDICATES AUTOMATIC CONTROLLER STATION NUMBER INDICATES FLOW IN G.P.M. FOR ELECTRIC CONTROL VALVES. INDICATES ELECTRIC CONTROL VALVE SIZE
			INDICATES MASTER VALVE - AUTOMATIC CONTROLLER STATION NUMBER INDICATES PRESSURE SETTING FOR PRESSURE REGULATING VALVE IF APPLICABLE INDICATES "MV" FOR MASTER VALVE WITH NO PRESSURE REGULATOR OR "MV-PRV" FOR MASTER VALVE WITH PRESSURE REGULATOR INDICATES MASTER VALVE SIZE
			INDICATES AUTOMATIC CONTROLLER DESIGNATION INDICATES DEVICE TYPE, FLOW SENSOR (FS)

***** THE IRRIGATION CONTRACTOR SHALL ADJUST THE THROTTLING STEM AT EACH ELECTRIC CONTROL VALVE SO THAT THE SPRINKLER HEAD FARTHEST AND HIGHEST IN ELEVATION FROM ITS RESPECTIVE CONTROL VALVE OPERATES WITHIN THE OPERATING PRESSURE SHOWN ON THE IRRIGATION LEGEND. NOT TO EXCEED FIVE (5) PSI ABOVE THE GIVEN OPERATING PRESSURE.

EQUIPMENT LOCATION NOTE

1. INSTALL ALL IRRIGATION EQUIPMENT, CONTROL VALVES, ETC. WITHIN PLANTING AREA - ANY IRRIGATION EQUIPMENT SHOWN OUTSIDE OF PLANTING AREA IS FOR DRAWING CLARITY (TYPICAL).
2. ELECTRIC CONTROL VALVE, QUICK COUPLING VALVE AND GATE VALVE, ETC. LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE. THE CONTRACTOR SHALL STAKE OUT EACH ELECTRIC CONTROL VALVE, QUICK COUPLING VALVE AND GATE VALVE, ETC. LOCATION FOR REVIEW AND APPROVAL BY OWNER PRIOR TO INSTALLATION OF VALVES. SEE DETAILS FOR ADDITIONAL VALVE INSTALLATION INFORMATION. FINAL LOCATION AND EXACT POSITIONING OF IRRIGATION EQUIPMENT SHALL BE APPROVED BY THE OWNER. MINOR MODIFICATIONS OF IRRIGATION EQUIPMENT LOCATIONS AS REQUESTED BY THE OWNER SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. FAILURE TO OBTAIN OWNER'S APPROVAL PRIOR TO INSTALLATION SHALL CAUSE CONTRACTOR TO MAKE OWNER DIRECTED REVISIONS AT NO ADDITIONAL COST TO OWNER.
3. ALL EXISTING IRRIGATION PRESSURE MAINLINE PIPING SHALL REMAIN OPERATIONAL. PROTECT IN PLACE (TYPICAL).

NOTE: ALL IRRIGATION EQUIPMENT SHOWN IN GRAY TONE INDICATES EXISTING CONDITIONS. ALL SYMBOLS INDICATED ON PLAN SHEETS FOR SPRINKLER HEADS AND IRRIGATION EQUIPMENT SHOWN IN SOLID TONE INDICATE NEW CONDITIONS. VERIFY EXISTING CONDITIONS IN THE FIELD PRIOR TO START OF WORK.

NOTES:

PRIOR TO THE START OF DEMOLITION, THE CONTRACTOR SHALL INVESTIGATE THE CONDITION OF THE EXISTING IRRIGATION SYSTEMS DESIGNATED TO REMAIN. ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS DISCOVERED BY THE INVESTIGATION, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER. THE OWNER WILL AUTHORIZE THE CONTRACTOR TO PREPARE A BID FOR THE REPAIR OF THE DAMAGED IRRIGATION SYSTEMS AS DETERMINED DURING THE INVESTIGATION. FAILURE TO COMPLETE AN EVALUATION OF THE EXISTING IRRIGATION SYSTEMS, AND REPORTING DEFICIENCIES TO THE OWNER, WILL CAUSE THE OWNER TO ASSUME THAT THE EXISTING IRRIGATION SYSTEMS ARE FULLY OPERATIONAL AND NO REPAIRS ARE NECESSARY. ANY DAMAGE DISCOVERED AFTER THE EVALUATION REPORT HAS BEEN SUBMITTED TO THE OWNER, OR IN THE EVENT THAT NO EVALUATION REPORT WAS SUBMITTED TO THE OWNER, IT SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR THE DAMAGED IRRIGATION SYSTEMS. THIS SHALL OCCUR WITH NO ADDITIONAL COST TO THE OWNER.

VALVE BOX UPGRADE

ALL EXISTING VALVE BOXES WITHIN THE NEW CONSTRUCTION AREA SHALL BE REPLACED WITH NEW VALVE BOXES. VALVE BOXES SHALL BE BLACK IN COLOR. INSTALLATION OF NEW VALVE BOXES SHALL INCLUDE BEING BROUGHT UP TO THE STANDARDS SHOWN IN THE IRRIGATION CONSTRUCTION DETAILS INCLUDING ELECTRIC CONTROL VALVE BOXES, GATE VALVE BOXES, QUICK COUPLING VALVE BOXES, ETC. THIS WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, PROVIDING NEW WIRE CONNECTORS, CRUSHED ROCK UNDER VALVE, ADJUSTING VALVE BOX TO FINISH GRADE, VALVE I.D. TAG, VALVE STEM 6" MAXIMUM FROM THE TOP OF VALVE BOX AND BRICK SUPPORTS UNDER VALVE BOX.

IRRIGATION SPRINKLER LEGEND - SPRAY HEADS

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	NOZZLE	RADIUS	G.P.M	P.S.I.	PATTERN
	RAIN BIRD	1812-PRS (SAM)	12" POP-UP SPRAY HEAD	U-10F	10" FT.	1.60	30	FULL CIRCLE
		1812-PRS (SAM)		U-10H	10"	0.80	30	HALF
		1812-PRS (SAM)		U-10Q	10"	0.40	30	QTR.
		1812-PRS (SAM)		U-8F	8"	1.05	30	FULL
		1812-PRS (SAM)		HE-VAN-08	8"	0.52	30	HALF
		1812-PRS (SAM)		U-8Q	8"	0.26	30	QTR.
		1812-PRS (SAM)		SQ-FULL***	4"***	0.41	30	FULL
		1812-PRS (SAM)		SQ-HALF***	4"***	0.20	30	HALF
		1812-PRS (SAM)		SQ-QTR***	4"***	0.10	30	QTR.
		1806-PRS (SAM)	6" POP-UP SPRAY HEAD	SQ-FULL***	4"***	0.41	30	FULL
		1806-PRS (SAM)		SQ-HALF***	4"***	0.20	30	HALF
		1806-PRS (SAM)		SQ-QTR***	4"***	0.10	30	QTR.
		1804-PRS (SAM)	4" POP-UP SPRAY HEAD	5F-B W/ PCS 060	2"	0.6	30	FULL BUBBLER
		1804-PRS (SAM)		5H-B W/ PCS 040	2"	0.4	30	HALF BUBBLER
		1804-PRS (SAM)		5Q-B W/ PCS 020	2"	0.2	30	QTR. BUBBLER
		PA-85-PRS **	SPRAY HEAD ON RISER	U-8F	8"	1.05	30	FULL CIRCLE
		PA-85-PRS **		HE-VAN-08	8"	0.52	30	HALF
		PA-85-PRS **		U-8Q	8"	0.26	30	QTR.
		PA-85-PRS **		SQ-FULL***	4"***	0.41	30	FULL
		PA-85-PRS **		SQ-HALF***	4"***	0.20	30	HALF
		PA-85-PRS **		SQ-QTR***	4"***	0.10	30	QTR.

* WHEN RADIUS OF SPRINKLER HEADS, REQUIRED FOR PROPER COVERAGE, IS LESS THAN RADIUS SHOWN ON LEGEND, THE CONTRACTOR SHALL EQUIP HEAD WITH A RAIN BIRD "PCS" PRESSURE COMPENSATING SCREEN FOR FLOW AND RADIUS CONTROL. SELECT SCREEN ON PCS NOZZLE SCREEN SELECTION CHART FOR APPROPRIATE RADIUS.

** SPRINKLER NOZZLES INSTALLED ON RAINBIRD PA-85-PRS NOZZLE ADAPTERS SHALL BE INSTALLED ON FIXED RISERS AS FOLLOWS.

A. PVC SCHEDULE 80 RISER INSTALLED WITH TOP OF SPRINKLER 3"-4" ABOVE ABOVE TOP OF MULCH FOR FIXED SPRAY HEADS INSTALLED IN DENSE SHRUBS THAT GROW 13" OR GREATER IN HEIGHT AT MATURITY. REFER TO INSTALLATION DETAILS FOR ADDITIONAL INFORMATION.

*** UTILIZE THE "LOW" TRAJECTORY SETTING ON THE SQ NOZZLE AS REQUIRED TO REDUCE OVERSPRAY.

PCS SELECTION CHART

DESCRIPTION	MODEL GPM COLOR	PCS-010 0.1 Purple	PCS-020 0.2 Brown	PCS-030 0.3 Silver	PCS-040 0.4 Orange	PCS-060 0.6 Black	PCS-090 0.9 White	PCS-125 1.25 Green
VAN NOZZLES	4(90°) 4(180°) 4(270°) 4(330°)	- - - -	1' 1' - -	3' 2' 1' 1'	4' 3' 2' 2'	- 4' 4' 4'	- - - -	- - - -
5 SERIES MPR 5°TRAJECTORY	5F 5H 5Q	- 4' 5'	5' - -	5' - -	- - -	- - -	- - -	- - -
8 SERIES MPR 10°TRAJECTORY	8F 8H 8Q	- - 4'	- 5' 8'	2' 7' -	3' 8' 3'	8' - -	- - -	- - -
10 SERIES MPR 15°TRAJECTORY	10F 10H 10Q	- - 2'	- 3' 6'	- 6' 8'	1' 8' 10'	4' 10' -	8' - -	10' - -
STREAM BUBBLER	5F-B 5H-B 5Q-B	- - -	- - 2'	- 1' 4'	- 2' 5'	2' 5' -	3' - -	5' - -
STRIP NOZZLES	5CST-B 15CST 15SST 15EST	- - - -	1' - - -	3' - - 4X12'	5' 4X6' 4X5' 4X15'	- 4X12' 4X10' -	- 4X15' 4X15' -	- 4"X17' 4"X16' -

** WHEN RADIUS OF SPRINKLER HEADS, REQUIRED FOR PROPER COVERAGE, IS LESS THAN RADIUS SHOWN ON LEGEND, THE CONTRACTOR SHALL EQUIP SPRINKLER HEAD WITH A RAIN BIRD "PCS" PRESSURE COMPENSATING SCREEN FOR LOW FLOW AND RADIUS CONTROL. SELECT SCREEN ON CHART ABOVE FOR PROPER RADIUS.

SPRAY HEAD NOZZLE INFORMATION

WHEN INSTALLING SPRINKLER HEADS USING 1800 SERIES NOZZLES THAT REQUIRE ARC PATTERNS OTHER THAN FULL (360°), HALF (180°) OR QUARTER (90°), THE CONTRACTOR SHALL USE THE MOST APPROPRIATE FIXED ARC PATTERN AVAILABLE (120°), (240°) OR (270°). RAINBIRD VARIABLE ARC NOZZLES MAY ONLY BE USED IF THE DESIRED ARC IS LESS THAN 90°. THE RADIUS OF VAN NOZZLES SHALL BE SELECTED TO MATCH SITE CONDITIONS. EXAMPLE: USE 8-VAN WHEN 8FT RADIUS IS REQUIRED OR A 12-VAN WHEN A 12FT RADIUS IS REQUIRED.

OBSTRUCTIONS

WHEN VERTICAL OBSTRUCTIONS (PROPS, STREET LIGHTS, TREES, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE SPRINKLER HEADS SO AS TO PREVENT PROPER COVERAGE, THE IRRIGATION CONTRACTOR SHALL FIELD ADJUST THE SPRINKLER SYSTEM BY INSTALLING A QUARTER CIRCLE OR HALF CIRCLE SPRINKLER HEAD ON EACH SIDE OF THE OBSTRUCTION SO AS TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER. (TYPICAL)

SPRINKLER HEAD DRAINAGE NOTE

DRAINAGE OF IRRIGATION WATER THROUGH SPRINKLER HEADS WILL NOT BE ALLOWED. SOME SPRINKLER HEADS WILL REQUIRE THE INSTALLATION OF THE RAIN BIRD "SAM" FEATURE TO PREVENT SPRINKLER HEAD DRAINAGE. DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL INCLUDE THE RAIN BIRD "SAM" FEATURE AS REQUIRED TO PREVENT DRAINAGE FROM ANY SPRINKLER HEAD SHOWING SIGNS OF DRAINING AFTER THE IRRIGATION SYSTEM HAS OPERATED FROM AN ON TO OFF POSITION. CHANGE 1800-PRS SERIES SPRINKLERS TO 1800-SAM-PRS SERIES SPRINKLERS WHERE DRAINAGE OCCURS. INSTALLATION OF RAIN BIRD "SAM" FEATURE SHALL BE INCLUDED IN THE BID PRICE OF THE SPRINKLER SYSTEM.

CITY OF ALISO VIEJO
APPROVED: ______________ DATE: ______
THESE PLANS ARE SIGNED BY THE CITY OF ALISO VIEJO FOR CONCEPT ADHERENCE TO CITY STANDARDS AND REQUIREMENTS ONLY. THE CITY OF ALISO VIEJO IS NOT RESPONSIBLE FOR DESIGN, ASSUMPTIONS, AND ACCURACY.

NO.	DESCRIPTION	DATE	BY

REVISIONS

BENCHMARK:

BASIS OF BEARING:

PREPARED BY:
ASSOCIATES
4902 KRON
IRVINE, CA 92604
PHONE: (714) 342-5467

LICENSED LANDSCAPE ARCHITECT RICHARD A. FISHER #1420 Signature AUGUST 31, 2023 Renewal Date 05/22/2022 Date STATE OF CALIFORNIA

CITY OF ALISO VIEJO
CITY HALL
12 JOURNEY, ALISO VIEJO, CA 92656

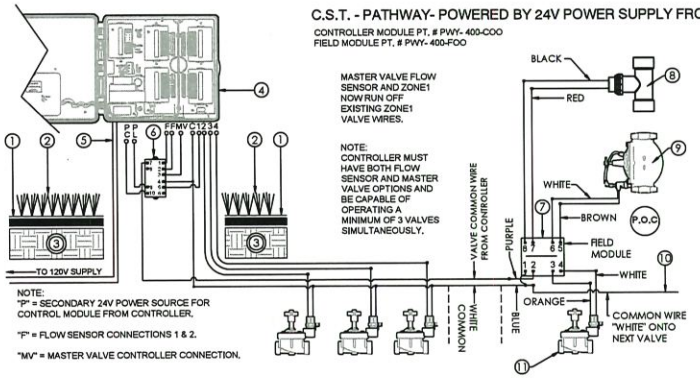
IRRIGATION LEGENDS AND NOTES

PROJECT NUMBER
092-005

I-2 SHEET 2 OF 6

C.S.T. - PATHWAY- POWERED BY 24V POWER SUPPLY FROM CONTROLLER

CONTROLLER MODULE PT. # PWY- 400-COO
FIELD MODULE PT. # PWY- 400-FOO



1. FINISH GRADE OR TOP OF MULCH.
2. PLANT MATERIAL (TURF, SHRUB OR GROUND COVER).
3. CLEAN SOIL NATIVE/AMENDED FREE OF ROCK & DEBRIS.
4. WALL MOUNT IRRIGATION CONTROLLER.
5. TO 120 VOLT SOURCE.
6. PATHWAY CONTROLLER MODULE
7. FIELD MODULE
8. FLOW SENSOR
9. MASTER VALVE
10. COMMON WIRE ON TO NEXT VALVE.
11. HOST VALVE

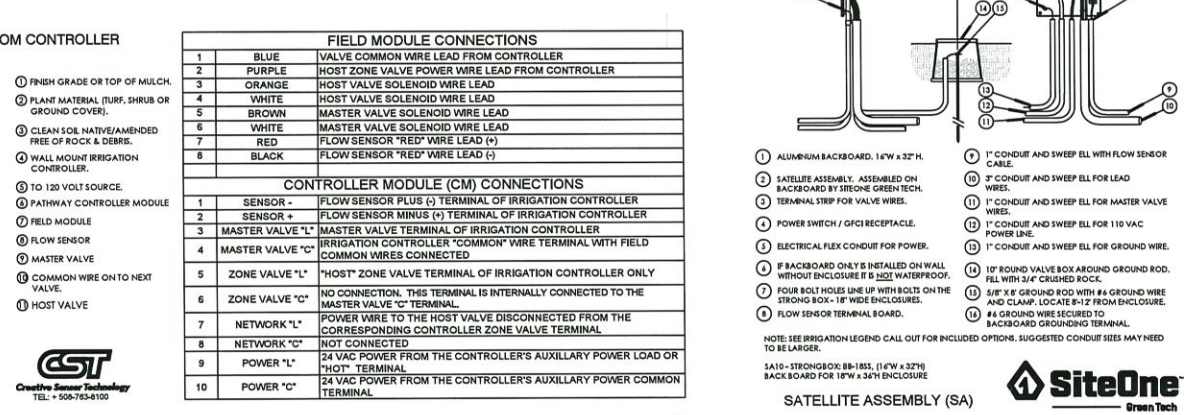
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FIELD MODULE CONNECTIONS		
1	BLUE	VALVE COMMON WIRE LEAD FROM CONTROLLER
2	PURPLE	HOST ZONE VALVE POWER WIRE LEAD FROM CONTROLLER
3	ORANGE	HOST VALVE SOLENOID WIRE LEAD
4	WHITE	HOST VALVE SOLENOID WIRE LEAD
5	BROWN	MASTER VALVE SOLENOID WIRE LEAD
6	WHITE	MASTER VALVE SOLENOID WIRE LEAD
7	RED	FLOW SENSOR "RED" WIRE LEAD (+)
8	BLACK	FLOW SENSOR "RED" WIRE LEAD (-)
CONTROLLER MODULE (CM) CONNECTIONS		
1	SENSOR -	FLOW SENSOR PLUS (-) TERMINAL OF IRRIGATION CONTROLLER
2	SENSOR +	FLOW SENSOR MINUS (+) TERMINAL OF IRRIGATION CONTROLLER
3	MASTER VALVE "L"	MASTER VALVE TERMINAL OF IRRIGATION CONTROLLER
4	MASTER VALVE "C"	IRRIGATION CONTROLLER "COMMON" WIRE TERMINAL WITH FIELD COMMON WIRES CONNECTED
5	ZONE VALVE "L"	"HOST" ZONE VALVE TERMINAL OF IRRIGATION CONTROLLER ONLY
6	ZONE VALVE "C"	NO CONNECTION. THIS TERMINAL IS INTERNALLY CONNECTED TO THE MASTER VALVE "C" TERMINAL.
7	NETWORK "L"	POWER WIRE TO THE HOST VALVE DISCONNECTED FROM THE CORRESPONDING CONTROLLER ZONE VALVE TERMINAL
8	NETWORK "C"	NOT CONNECTED
9	POWER "L"	24 VAC POWER FROM THE CONTROLLER'S AUXILLARY POWER LOAD OR "HOT" TERMINAL
10	POWER "C"	24 VAC POWER FROM THE CONTROLLER'S AUXILLARY POWER COMMON TERMINAL

CREATIVE SENSOR TECHNOLOGY (CST) PATHWAY POWERED BY 24V POWER SUPPLY

SCALE: N.T.S.

3 / I-3



1. ALUMINUM BACKBOARD. 16"W x 32" H.
2. SATELLITE ASSEMBLY. ASSEMBLED ON BACKBOARD BY SITEONE GREEN TECH.
3. TERMINAL STRIP FOR VALVE WIRES.
4. POWER SWITCH / GFCI RECEPTACLE.
5. ELECTRICAL FLEX CONDUIT FOR POWER.
6. IF BACKBOARD ONLY IS INSTALLED ON WALL WITHOUT ENCLOSURE IT IS NOT WATERPROOF.
7. FOUR BOLT HOLES LINE UP WITH BOLTS ON THE STRONG BOX - 18" WIDE ENCLOSURES.
8. FLOW SENSOR TERMINAL BOARD.
9. 1" CONDUIT AND SWEEP ELL WITH FLOW SENSOR CABLE.
10. 3" CONDUIT AND SWEEP ELL FOR LEAD WIRES.
11. 1" CONDUIT AND SWEEP ELL FOR MASTER VALVE WIRES.
12. 1" CONDUIT AND SWEEP ELL FOR 110 VAC POWER LINE.
13. 1" CONDUIT AND SWEEP ELL FOR GROUND WIRE.
14. 10" ROUND VALVE BOX AROUND GROUND ROD. FILL WITH 3/4" CRUSHED ROCK.
15. 5/8" X 8' GROUND ROD WITH #6 GROUND WIRE AND CLAMP. LOCATE 8'-12' FROM ENCLOSURE.
16. #6 GROUND WIRE SECURED TO BACKBOARD GROUNDING TERMINAL.

NOTE: SEE IRRIGATION LEGEND CALL OUT FOR INCLUDED OPTIONS. SUGGESTED CONDUIT SIZES MAY NEED TO BE LARGER.

SA10 - STRONGBOX: BB-1855, (16"W x 32"H) BACKBOARD FOR 18"W x 36"H ENCLOSURE

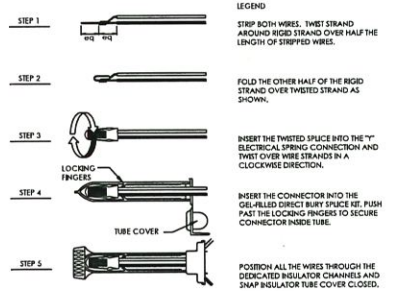
SATELLITE ASSEMBLY (SA)

SiteOne Green Tech

RAINMASTER DX3 ON SITE ONE BACKBOARD INSTALLED IN EXISTING ENCLOSURE

SCALE: N.T.S.

1 / I-3



LEGEND

STRIP BOTH WIRES. TWIST STRAND AROUND RIGID STRAND OVER HALF THE LENGTH OF STRIPPED WIRES.

FOLD THE OTHER HALF OF THE RIGID STRAND OVER TWISTED STRAND AS SHOWN.

INSERT THE TWISTED SPLICE INTO THE "Y" ELECTRICAL SPRING CONNECTION AND TWIST OVER WIRE STRANDS IN A CLOCKWISE DIRECTION.

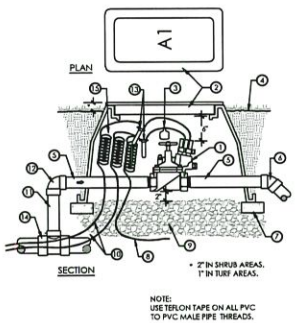
INSERT THE CONNECTOR INTO THE GEL-FILLED DIRECT BURY SPLICE KIT. PUSH PAST THE LOCKING FINGERS TO SECURE CONNECTOR INSIDE TUBE.

POSITION ALL THE WIRES THROUGH THE DEDICATED INSULATOR CHANNELS AND SNAP INSULATOR TUBE COVER CLOSED.

3M "DBR/Y-6" WIRE CONNECTOR

SCALE: N.T.S.

6 / I-3



LEGEND

1. ELECTRIC CONTROL VALVE
2. RECTANGULAR VALVE BOX W/BLACK BOLT DOWN COVER. HEAT BRAND VALVE STATION NO. ON LID IN 2" HIGH CHARACTERS.
3. CHRISTY'S I.D.TAG - NUMBERED TO MATCH DRAWINGS.
4. FINISH GRADE.
5. 12" LONG SCHEDULE 80 TOE NIPPLE.
6. PVC PIPE TO SPRINKLERS - ANGLE PIPE TO SPECIFIED DEPTH WITH 45 DEG. ELLS.
7. COMMON BRICK (4 REQUIRED).
8. COMMON WIRE TO OTHER VALVES ON SAME CONTROLLER.
9. 3/4" CRUSHED ROCK 8" DEEP.
10. CONTROL/COMMON WIRES FROM CONTROLLER.
11. PVC SCHEDULE 40 PIPE.
12. PVC Sch 90 DEG. ELL.
13. WIRE CONNECTOR.
14. MAIN LINE FITTING W/SOLVENT WELD OUTLET.
15. COIL WIRES PER SPECIFICATIONS.

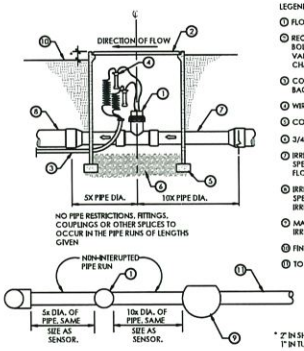
NOTE: USE TEFLON TAPE ON ALL PVC TO PVC MALE PIPE THREADS.

ELECTRIC CONTROL VALVE

SCALE: N.T.S.

POTABLE WATER

5 / I-3



LEGEND

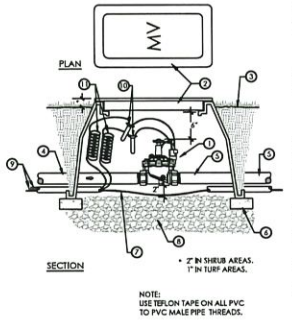
1. FLOW SENSOR PER SPECIFICATIONS.
2. RECTANGULAR VALVE BOX W/BLACK BOLT DOWN COVER. HEAT BRAND VALVE "FS" ON LID IN 2" HIGH CHARACTERS.
3. CONDUIT WITH FLOW SENSOR CABLE BACK TO IRRIGATION CONTROLLER.
4. WIRE CONNECTOR.
5. COMMON BRICK (4 REQUIRED).
6. 3/4" CRUSHED ROCK. 8" DEEP.
7. IRRIGATION MAINLINE PIPE PER SPECIFICATIONS. SAME SIZE AS FLOW SENSOR.
8. IRRIGATION MAINLINE PIPE PER SPECIFICATIONS. SIZE AS SHOWN ON IRRIGATION DRAWINGS.
9. MASTER VALVE. SEE AND TYPE PER IRRIGATION DRAWING.
10. FINISH GRADE.
11. TO IRRIGATION POINT OF CONNECTION.

FLOW SENSOR / MASTER VALVE SCHEMATIC

SCALE: N.T.S.

POTABLE WATER

4 / I-3



LEGEND

1. MASTER VALVE
2. RECTANGULAR VALVE BOX W/BLACK BOLT DOWN COVER. HEAT BRAND "MV" ON LID IN 2" HIGH CHARACTERS.
3. FINISH GRADE.
4. SCHEDULE 80 TOE NIPPLE (LENGTH AS REQUIRED). SOLVENT WELD TO MAIN LINE PIPING FROM POINT OF CONNECTION ASSEMBLY.
5. PVC PIPE TO FLOW SENSOR.
6. COMMON BRICK (4 REQUIRED).
7. FLOW SENSOR WIRE WITHIN CONDUIT. SEE SPECIFICATION FOR ADDITIONAL INFORMATION.
8. 3/4" CRUSHED ROCK 8" DEEP.
9. CONTROL/COMMON WIRES WITHIN CONDUIT TO AUTOMATIC CONTROLLER.
10. WIRE CONNECTOR.
11. COIL WIRES PER SPECIFICATIONS.

NOTE: USE TEFLON TAPE ON ALL PVC TO PVC MALE PIPE THREADS.

MASTER VALVE

SCALE: N.T.S.

POTABLE WATER

2 / I-3

CITY OF ALISO VIEJO

APPROVED: _____ DATE: _____

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NO.	DESCRIPTION	DATE	BY
	REVISIONS		

BENCHMARK:

BASIS OF BEARING:

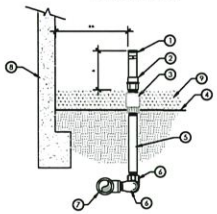
PREPARED BY:
Associates
4902 KRON
IRVING, CA 92804
PHONE: (714) 342-5487

LICENSED LANDSCAPE ARCHITECT RICHARD A. FRENCH #4429 Signature AUGUST 31, 2023 Renewal Date 08/31/2025 Date STATE OF CALIFORNIA

CITY OF ALISO VIEJO
CITY HALL
12 JOURNEY, ALISO VIEJO, CA 92656

IRRIGATION DETAILS

PROJECT NUMBER 092-005 | I-3 | SHEET 3 OF 6



NOTE: USE TEFLON TAPE ON ALL PVC MALE PIPE THREADS.

LEGEND

1. SHRUB NOZZLE / BUBBLER.
2. PRESSURE REGULATING RISER ADAPTOR. (SEE NOTE "A")
3. HUNTER HCV CHECK VALVE. (IF REQUIRED. SEE NOTE BELOW)
4. FINISH GRADE BELOW MULCH.
5. PVC SCHEDULE 80 RISER NIPPLE - LENGTH AS REQUIRED.
6. MARLEX 1xT 90 DEGREE STREET ELL.
7. LATERAL LINE FITTING.
8. WALL OR FENCE.
9. MULCH PER LANDSCAPE PLAN.

* 4" ABOVE TOP OF MULCH FOR FIXED SPRAY HEADS IN SHRUBS.
4" ABOVE TOP OF MULCH FOR FIXED SPRAY HEADS AT LIGUSTRUM HEDGE.

** 12" MINIMUM FROM NON-BUILDING WALLS OR BUILDING WALLS.

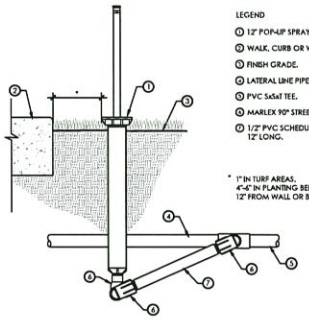
NOTE:

A. USE RAIN BIRD PA-8S FOR RAIN BIRD 5G NOZZLES AND RAIN BIRD 5B STREAM BUBBLER NOZZLES WITH PRESSURE COMPENSATING SCREEN. USE RAIN BIRD PA-8S-PRS PRESSURE COMPENSATING SHRUB ADAPTER FOR ALL OTHER RAIN BIRD SHRUB NOZZLES.

B. DRAINAGE OF IRRIGATION WATER THROUGH SPRINKLER HEAD WILL NOT BE ALLOWED. SOME SPRINKLER HEADS WILL REQUIRE THE INSTALLATION OF AN ANTI-DRAIN VALVE IN THE RISER NIPPLE TO PREVENT DRAINAGE. DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR SHALL INSTALL AN ANTI-DRAIN VALVE AS REQ'D. AT ANY SPRINKLER HEAD SHOWING SIGNS OF DRAINING AFTER THE IRRIGATION SYSTEM HAS OPERATED FROM AN ON TO OFF POSITION. INSTALLATION OF ANTI-DRAIN VALVES SHALL BE INCLUDED IN THE BID.

FIXED SPRAY HEAD ON RISER IN SHRUB AREA WITH RAIN BIRD PA-8S-PRS OR PA-8S ADAPTERS

SCALE: N.T.S. 5



LEGEND

1. 12" POP-UP SPRAY HEAD.
2. WALK, CURB OR WALL.
3. FINISH GRADE.
4. LATERAL LINE PIPE.
5. PVC SxSxT TEE.
6. MARLEX 90° STREET ELL.
7. 1/2" PVC SCHEDULE 80 NIPPLE - 12" LONG.

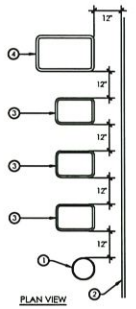
* 1" IN TURF AREAS, 4"-6" IN PLANTING BEDS, 12" FROM WALL OR BUILDING.

NOTE:

DRAINAGE OF IRRIGATION WATER THROUGH SPRINKLER HEAD WILL NOT BE ALLOWED. SOME SPRINKLER HEADS WILL REQUIRE THE INSTALLATION OF THE Seal-A-Matic™ (SAM) CHECK VALVE IN THE SPRINKLER BODY TO PREVENT DRAINAGE. DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR SHALL INSTALL THE Seal-A-Matic™ (SAM) CHECK VALVE AS REQUIRED. AT ANY SPRINKLER HEAD SHOWING SIGNS OF DRAINING AFTER THE IRRIGATION SYSTEM HAS OPERATED FROM AN ON TO OFF POSITION. INSTALLATION OF THE Seal-A-Matic™ (SAM) CHECK VALVES SHALL BE INCLUDED IN THE BID.

12" POP UP SPRAY HEAD

SCALE: N.T.S. 3



PLAN VIEW

LEGEND

1. 10" DIAMETER CIRCULAR VALVE BOX.
2. EDGE OF LAWN, WALK, FENCE, CURB, ETC.
3. 12" x 18" RECTANGULAR VALVE BOX.
4. JUMBO RECTANGULAR VALVE BOX.

NOTES

A. CENTER VALVE BOX OVER VALVE TO FACILITATE SERVICING OF VALVE.

B. SET VALVE BOXES 2" MAXIMUM ABOVE GRADE IN MULCH COVER OR GROUNDCOVER/SHRUB AREAS - SET 1" ABOVE FINISH GRADE IN TURF AREAS.

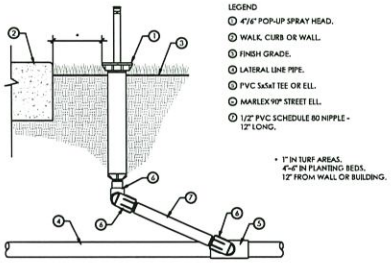
C. SET VALVE BOX AND VALVE ASSEMBLY IN GROUNDCOVER/SHRUB AREA WHERE POSSIBLE - INSTALL IN TURF ONLY IF THERE IS NO ADJACENT GROUNDCOVER.

D. SET VALVE BOXES PARALLEL TO ONE ANOTHER AND PERPENDICULAR TO EDGE.

E. AVOID HEAVY COMPACTION OF SOIL AROUND VALVE BOXES TO PREVENT THEIR DEFORMATION/COLLAPSE.

VALVE BOX LAYOUT

SCALE: N.T.S. 1



LEGEND

1. 4"/6" POP-UP SPRAY HEAD.
2. WALK, CURB OR WALL.
3. FINISH GRADE.
4. LATERAL LINE PIPE.
5. PVC SxSxT TEE OR ELL.
6. MARLEX 90° STREET ELL.
7. 1/2" PVC SCHEDULE 80 NIPPLE - 12" LONG.

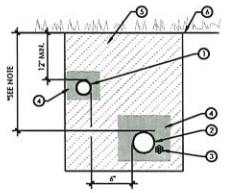
* 1" IN TURF AREAS, 4"-6" IN PLANTING BEDS, 12" FROM WALL OR BUILDING.

NOTE:

DRAINAGE OF IRRIGATION WATER THROUGH SPRINKLER HEAD WILL NOT BE ALLOWED. SOME SPRINKLER HEADS WILL REQUIRE THE INSTALLATION OF THE Seal-A-matic™ (SAM) CHECK VALVE IN THE SPRINKLER BODY TO PREVENT DRAINAGE. DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR SHALL INSTALL THE Seal-A-matic™ (SAM) CHECK VALVE AS REQUIRED. AT ANY SPRINKLER HEAD SHOWING SIGNS OF DRAINING AFTER THE IRRIGATION SYSTEM HAS OPERATED FROM AN ON TO OFF POSITION. INSTALLATION OF THE Seal-A-Matic™ (SAM) CHECK VALVES SHALL BE INCLUDED IN THE BID.

4" AND 6" POP UP SPRAY HEAD

SCALE: N.T.S. 4



LEGEND

1. NON-PRESSURE LATERAL LINE PIPING.
2. PRESSURE MAIN LINE PIPING
3. CONTROL WIRES - TAPE AND BUNDLE EVERY 10 FEET. INSTALL ADJACENT TO PRESSURE MAIN LINE.
4. PROVIDE CLEAN BACKFILL 2" UNDER AND 4" AROUND PIPE.
5. SEE IRRIGATION SPECIFICATIONS FOR BACKFILL AND COMPACTION REQUIREMENTS.
6. FINISH GRADE.

NOTE: MINIMUM BACKFILL DEPTHS FROM GRADE TO TOP OF MAINLINE:
24" FOR PIPE SIZES 3" AND LARGER.
18" FOR PIPE SIZES 2 1/2" AND SMALLER.

TRENCHING (POTABLE WATER)

SCALE: N.T.S. 2

CITY OF ALISO VIEJO

APPROVED: _____ DATE: _____

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NO.	DESCRIPTION	DATE	BY
	REVISIONS		

BENCHMARK:

BASIS OF BEARING:

PREPARED BY:

Associates
4902 KRON
IRVINE, CA 92604
PHONE: (714) 342-5467

LICENSED LANDSCAPE ARCHITECT
RICHARD A. FISHER
No. 5425
Signature
Renewal Date
STATE OF CALIFORNIA

CITY OF ALISO VIEJO
CITY HALL
12 JOURNEY, ALISO VIEJO, CA 92656

IRRIGATION DETAILS

PROJECT NUMBER 092-005 I-4

SHEET 4 OF 6

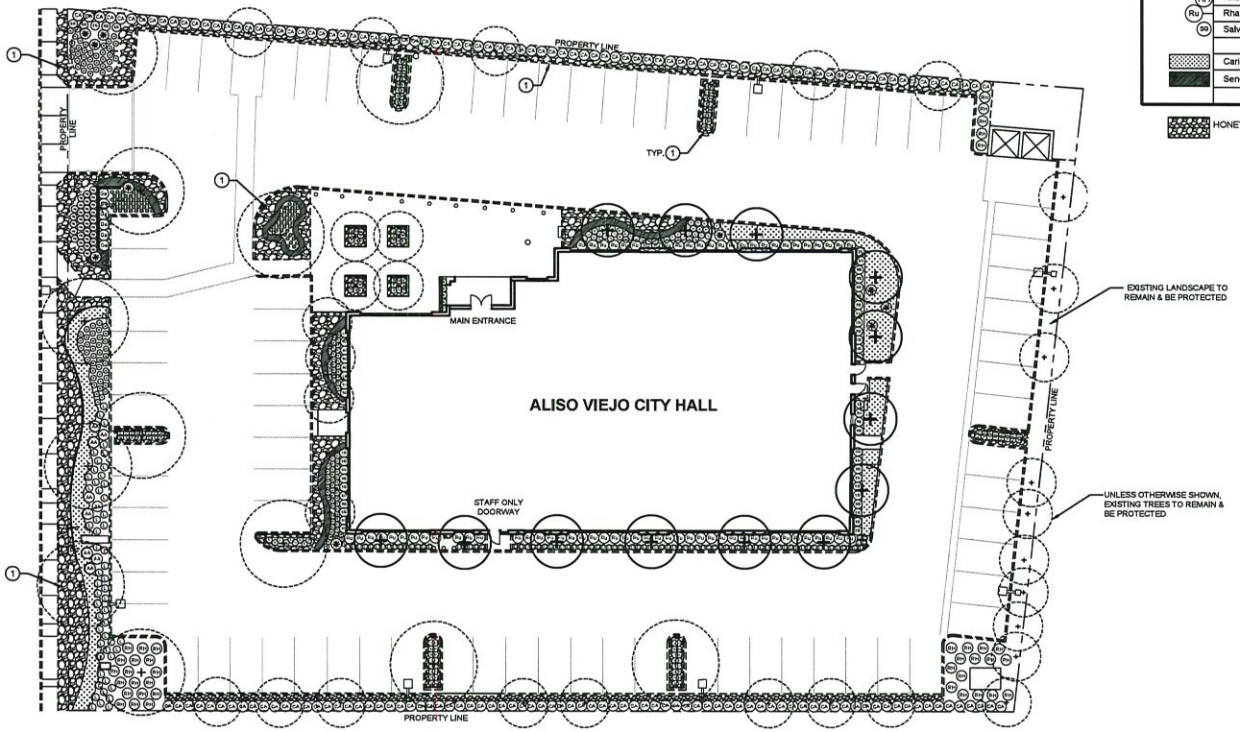
NOTES

- SEE SHEET P-2 FOR PLANTING DETAILS.

LEGEND

(1) PURCHASE AND INSTALL HONEY QUARTZ ROCK COBBLE. REFER TO DETAIL 4, SHEET P-2

JOURNEY



PLANT LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	WUCOLS	REMARKS
+	Tristania conferta	Brisbane Box	13	24" BOX	Low	Standard
AA	Agave attenuata 'Ray of Light'	Ray of Light Fox Tail Agave	9	15 Gal	Low	
H	Agave 'Blue Glow'	Blue Glow Agave	31	15 Gal	Low	
⊖	Aloe 'Blue Elf'	Blue Elf Aloe	79	1 Gal	Low	
⊙	Aloe striata hybrid 'Ghost'	Ghost Aloe	76	5 Gal	Low	
H	Hesperaloe parviflora 'Brakelights'	Brakelights Red Yucca	68	5 Gal	Med	
CA	Callistemon viminalis 'Little John'	Little John Dwarf Bottlebrush	168	5 Gal	Low	
D	Dianella tasmanica 'Variegata'	Variegated Flax Lily	185	5 Gal	Med	
✳	Furcraea foetida 'Mediopicta'	False Agave	10	15 Gal	Low	
Ge	Galvezia speciosa 'Firecracker'	Firecracker Island Bush Snapdragon	6	5 Gal	Very Low	
L	Lantana x 'New Gold'	New Gold Lantana	85	5 Gal	Very Low	
RH	Rhaphiolepis indica 'Ballerina'	Ballerina Indian Hawthorn	36	5 Gal	Low	
Ru	Rhaphiolepis umbellata 'Minor'	Dwarf Yedda Hawthorn	70	15 Gal	Low	
SS	Salvia microphylla 'Hot Lips'	Hot Lips Sage	46	5 Gal	Low	
	Carissa macrocarpa 'Green Carpet'	Green Carpet Natal Plum	(1,050 sq.ft.)	1 Gal @ 30" O.C.	Low	
	Senecio mandraliscae 'Blue Chalksticks'	Blue Chalksticks	(325 sq.ft.)	Flats @ 9" O.C.	Low	

HONEY QUARTZ ROCK COBBLE (16") AVAILABLE FROM KRC ROCK - 1800-KRC-ROCK

PLANTING NOTES

1. ALL LOCAL, MUNICIPAL, COUNTY AND STATE LAWS, RULES, AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE PART OF THE PROJECT PLANS AND SPECIFICATIONS; AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR. ADDITIONALLY, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE LATEST EDITION OF THE APWA, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, ("GREEN BOOK"), AND THE PROJECT SPECIFICATIONS. WHENEVER SPECIAL REQUIREMENTS CONFLICT ON ANY SUBJECT MATTER, THE CITY ENGINEER, OR HIS DESIGNATED REPRESENTATIVE, WILL DETERMINE WHICH SPECIAL REQUIREMENTS AND/OR CODES SHALL GOVERN.
2. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA (DIG ALERT) AT LEAST TWO (2) WORKING DAYS BEFORE DIGGING, EXCAVATING, OR CONSTRUCTION. PHONE 1-800-422-4133.
3. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES IN AREA CONFIGURATION OR SIZES, OR IN DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN ENGINEERING, SUCH OBSTRUCTIONS, OR DIFFERENCES, SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER, OR HIS DESIGNATED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY AND SHALL PERFORM SUCH REVISIONS AT HIS OWN EXPENSE.
4. FINISH GRADE ALL PLANTING AREAS TO ACHIEVE A MINIMUM 2 % DRAINAGE AND SMOOTH AND EVEN CONDITION, MAKING SURE THAT NO WATER POCKETS OR IRREGULARITIES REMAIN. REMOVE AND DISPOSE OF ALL SURFACE STONES, ROOTS, WEEDS, DEBRIS, FOREIGN MATERIALS, CLODS, AND ROCKS OVER ON (1) INCH IN DIAMETER SO THAT AFTER CONDITIONING AND PLANTING THE GRADE IS TWO INCHES (2") BELOW ADJACENT HARDSCAPE. CONTRACTOR IS TO ENSURE SMOOTH TRANSITION FROM EXISTING TO NEW GRADE.
5. ALL INSPECTIONS HEREIN SPECIFIED SHALL BE MADE BY THE CITY ENGINEER, OR HIS DESIGNATED REPRESENTATIVE. THE CONTRACTOR SHALL REQUEST INSPECTION IN WRITING AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF THE TIME THE INSPECTION IS REQUIRED.
6. ALL EXISTING LANDSCAPED AREAS DAMAGED DURING CONSTRUCTION MUST BE RESTORED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. RESTORATION OF EXISTING LANDSCAPE AREAS SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER AND THE LANDSCAPE ARCHITECT.
7. ALL PLANT MATERIAL SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE CITY ENGINEER, OR HIS DESIGNATED REPRESENTATIVE, BEFORE PLANTING. ALL PLANT MATERIAL DELIVERED ON-SITE WILL BE INSPECTED FOR SIZE AND CONDITION OF ROOT GROWTH, INSECTS, INJURIES, AND DEFECTS. PLANTS NOT APPROVED ARE TO BE REMOVED FROM THE SITE IMMEDIATELY AND REPLACED WITH SUITABLE PLANTS. THE CITY RESERVES THE RIGHT TO REJECT ENTIRE LOTS OF PLANTS REPRESENTED BY DEFECTIVE SAMPLES.
8. TREE STAKING IS AS INDICATED PER CITY DETAILS.
9. FINAL LOCATION OF ALL PLANT MATERIAL IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
10. THE CONTRACTOR IS RESPONSIBLE FOR COUNT VERIFICATION AND IS TO SUPPLY THE QUANTITIES DELINEATED ON PLANS.
11. MAINTENANCE SHALL BEGIN IMMEDIATELY UPON PLANTING AND CONTINUE UNTIL FINAL INSPECTION AND ACCEPTANCE OF THE WORK BY THE CITY ENGINEER, OR HIS DESIGNATED REPRESENTATIVE.
12. SUPPLEMENTAL HAND WATERING MAY BE REQUIRED DURING THE PLANT ESTABLISHMENT PERIOD.
13. PLACE A 3" MULCH LAYER IN ALL PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE MULCH TO THE CITY FOR APPROVAL.

NORTH

-16' 0 8' 16'

ORIGINAL SCALE: 1/16" = 1'-0"

DIGALERT — UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE 1-800-422-4133 AT LEAST TWO DAYS BEFORE YOU DIG

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE, BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT AT 1(800) 422-4133

CITY OF ALISO VIEJO

APPROVED: _____ DATE: _____

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NO.	DESCRIPTION	DATE	BY
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BENCHMARK:

BASIS OF BEARING:

PREPARED BY:

Associates

4902 KRON
IRVINE, CA 92604
PHONE: (714) 342-5457

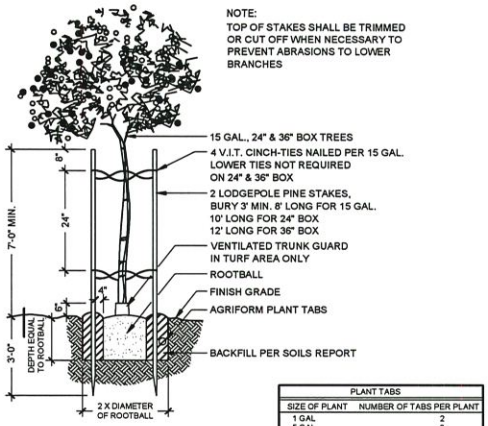
LICENSED LANDSCAPE ARCHITECT — RICHARD A. FISHER — No. 3429 — Signature — AUGUST 31, 2023 — Renewal Date 08/31/2023 — STATE OF CALIFORNIA

CITY OF ALISO VIEJO
CITY HALL
12 JOURNEY, ALISO VIEJO, CA 92656

PLANTING PLAN

PROJECT NUMBER 092-005

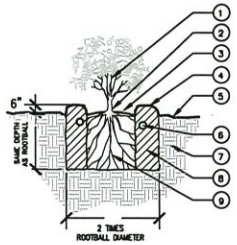
P-1 SHEET 5 OF 6



PLANT TABS	
SIZE OF PLANT	NUMBER OF TABS PER PLANT
1 GAL	2
5 GAL	3
15 GAL	4
24" BOX	6

NOTE: PLACE TABS MAX 4" BELOW GRADE
SPACE TABS EVENLY AROUND PLANT

1 24" BOX AND SMALLER TREE PLANTING NTS



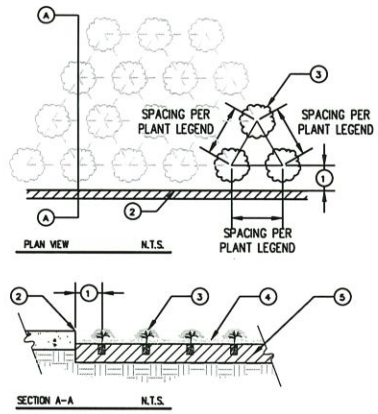
1. 1 GAL OR 5 GAL SHRUB
2. CROWN OF SHRUB TO BE PLANTED 1" ABOVE FINISHED GRADE
3. 3" MULCH LAYER MIN. REFER TO PLANTING SPECIFICATIONS
4. TEMPORARY BASIN WITH 6" BERM
5. FINISH GRADE
6. AGRIFORM PLANT TABS
7. UNDISTURBED NATIVE SOIL
8. AMENDED BACKFILL PER AGRONOMIC SOILS REPORT
9. ROOTBALL

NOTE:
REMOVE BASIN PRIOR TO END OF MAINTENANCE

PLANT TABS	
SIZE OF PLANT	NUMBER OF TABS PER PLANT
1 GAL	2
5 GAL	3
15 GAL	4
24" BOX	6

NOTE: PLACE TABS MAX 4" BELOW GRADE
SPACE TABS EVENLY AROUND PLANT

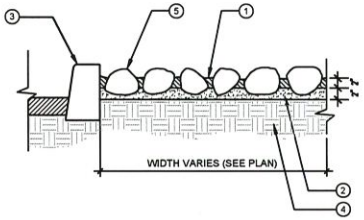
2 SHRUB PLANTING NTS



1. DISTANCE TO EDGE EQUALS 1/2 OF SPACING PER LEGEND, PLUS 1 FOOT EXTRA FROM EDGE
2. EDGE OF CURB, EDGE OF PAVING, FACE OF WALL
3. SHRUB OR GROUNDCOVER LOCATION
4. 3" MULCH LAYER MIN.
5. AMENDED SOIL PER AGRONOMIC SOILS

3 SHRUB PLANTING NTS

NOTES:
ROCK COBBLE TO BE HONEY QUARTZ RUBBLE (16"-) AVAILABLE FROM KRC ROCK. 1800-KRC-ROCK, WWW.KRCROCK.COM
ECOSYSTEM BINDER AVAILABLE FROM FROM RICCOBENE SALES 505-263-5005 N.M.



LEGEND

1. #8 CRUSHED ROCK BASE WITH ECOSYSTEM BINDER
2. #8 CRUSHED ROCK BASE
3. EXISTING CURB
4. EXISTING UNDISTURBED SUBGRADE
5. ROCK COBBLE

4 GROUTED ROCK COBBLE NTS

CITY OF ALISO VIEJO

APPROVED: _____ DATE: _____

THESE PLANS ARE SIGNED BY THE CITY OF ALISO VIEJO FOR CONCEPT ADHERENCE TO CITY STANDARDS AND REQUIREMENTS ONLY. THE CITY OF ALISO VIEJO IS NOT RESPONSIBLE FOR DESIGN, ASSUMPTIONS, AND ACCURACY.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

BENCHMARK:

BASIS OF BEARING:

PREPARED BY:
Robert Associates
4902 KRON
IRVINE, CA 92604
PHONE: (714) 342-5467

LICENSED LANDSCAPE ARCHITECT
RICHARD A. FISHER
No. 2429
Signature
AUGUST 31, 2023
Renewal Date
05/22/2023
STATE OF CALIFORNIA

CITY OF ALISO VIEJO
CITY HALL
12 JOURNEY, ALISO VIEJO, CA 92656

PLANTING DETAILS

PROJECT NUMBER 092-005

P-2 SHEET 6 OF 6

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City of Aliso Viejo
AGENDA ITEM

DATE: October 4, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: RELEASE OF BONDS FOR THE GRADING AND LANDSCAPING IMPROVEMENTS FOR THE 15-25 ENTERPRISE GRADING AND LANDSCAPING CONSTRUCTION PROJECT

Recommended Action:

Adopt a Resolution exonerating Grading Surety Bond No. SU1190293 and Landscaping Surety Bond No. SU1190294 for the 15-25 Enterprise Grading and Landscaping Construction Project.

Fiscal Impact:

No fiscal impact exists.

Background:

The City of Aliso Viejo required bonds from Sumit IV, LLC to assure completion of the grading and landscape improvements at the 15-25 Enterprise Grading and Landscaping Construction Project. The grading surety bond had a total value of $51,007.50 and the landscaping surety bond had a total value of $480,203.

Discussion:

The 15-25 Enterprise Grading and Landscaping Construction Project has been completed. Staff recommends that the City Council adopt a Resolution accepting the improvements at 15-25 Enterprise and exonerating the bond.

Attachment:

1. Resolution

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, EXONERATING THE GRADING AND LANDSCAPING SURETY BONDS ASSOCIATED WITH THE 15-25 ENTERPRISE GRADING AND LANDSCAPING CONSTRUCTION PROJECT

WHEREAS, the City of Aliso Viejo, in the normal course of its review role has required surety bonds for the grading and landscape work at the 15-25 Enterprise Grading and Landscaping Construction Project; and

WHEREAS, the City of Aliso Viejo, has reviewed and inspected all grading and landscape work associated with the grading and landscape improvements at the 15-25 Enterprise Grading and Landscaping Construction Project;

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

Section 1: Based upon the inspections conducted by the City Engineer, the City Council of the City of Aliso Viejo accepts the grading and landscape improvements for the 15-25 Enterprise Grading Landscaping Construction Project.

Section 2: Based upon the City Engineer's determination that the grading and landscape work is complete, the City Council of the City of Aliso Viejo exonerates the grading and landscaping surety bonds associated with the grading and landscape improvements at the 15-25 Enterprise Grading and Landscaping Construction Project.

Grading Surety Bond No. SU1190293
Landscaping Surety Bond No. SU1190294

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

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

PASSED, APPROVED AND ADOPTED this 4th day of October, 2023.

Richard Hurt
Mayor

APPROVED AS TO FORM:

Scott C. Smith, City Attorney

ATTEST:

Mitzi Ortiz, MMC, City Clerk

City of Aliso Viejo
AGENDA ITEM

DATE: October 4, 2023

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: CALRECYCLE RESOLUTION FOR GRANT FUNDING

Recommended Action:

Adopt a Resolution authorizing submittal of applications for all CalRecycle grants and payment programs for which the City of Aliso Viejo is eligible.

Fiscal Impact:

No fiscal impact exists with the adoption of the resolution. If the City is successful in obtaining CalRecycle grant funding, then funds will be budgeted for completion of the respective project(s).

Background:

CalRecycle requires adoption of a resolution every five years to authorize the Director of Public Works/City Engineer, or his/her designee, to submit applications for all CalRecycle grant programs for which the City of Aliso Viejo is eligible and execute all related grants and payment documentation. The previous resolution was adopted on October 4, 2017 and expires on October 4, 2023.

Discussion:

The City has previously applied for and successfully obtained funding through various CalRecycle grant funding programs such as the beverage container grant, used oil recycling program, SB 1383 local assistance grant program, and the rubberized pavement grant program. Approval of this resolution will allow the City to continue applying for future CalRecycle grant opportunities and submit the required documentation to obtain reimbursement for expenditures.

Attachment:

1. Resolution

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR WHICH THE CITY OF ALISO VIEJO IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

WHEREAS, CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program.

NOW, THEREFORE, BE IT RESOLVED that the City of Aliso Viejo is authorized to submit an application to CalRecycle for any and all grant and payment programs offered; and

BE IT FURTHER RESOLVED that the Director of Public Works/City Engineer, or his/her designee is hereby authorized and empowered to execute in the name of the City of Aliso Viejo all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved grant or payment project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 4th day of October, 2023.

Richard Hurt
Mayor

APPROVED AS TO FORM:

Scott C. Smith, City Attorney

ATTEST:

Mitzi Ortiz, MMC, City Clerk

City of Aliso Viejo
AGENDA ITEM

DATE: October 4, 2023

TO: Mayor and City Council

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

SUBJECT: ADOPTION OF THE 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Actions:

1. Find that the 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) is not subject to the California Environmental Quality Act (CEQA) because the activity is not a project as defined in Section 15378 (b)(5) of the State CEQA Guidelines;

2. Approve and adopt the 2022-2023 CAPER; and

3. Authorize the City Manager to submit the CAPER to the United States Department of Housing and Urban Development (HUD) and authorize the City Manager to submit all related documents.

Fiscal Impact:

No direct fiscal impact will result from this report; however, the submittal of the CAPER is a requirement of the Community Development Block Program (CDBG).

Background:

On July 18, 2018, the City Council adopted the 2018-2022 Consolidated Plan, a multi-year strategy for using CDBG funds within the community. On May 4, 2022, the City Council approved the Annual Action Plan for the 2022-2023 fiscal year, which identified specific activities to be funded by CDBG during the year. The 2022-2023 Annual Action Plan outlined an expenditure plan for the City's CDBG allocation. The Action Plan identified the activities to be carried out during the reporting period utilizing CDBG funds, which included public facilities and improvements, public service grants, and program administration.

In 2020, the City received $414,751 in CDBG-Coronavirus (CDBG-CV) funds from HUD. CDBG-CV funds must be used to prevent, prepare for, or respond to local impacts of the COVID-19 pandemic. The City allocated CDBG-CV funding for public services and small business assistance activities and continued to carry out these activities during the fiscal year ("FY") 2022-2023 reporting period.

Discussion:

A Consolidated Annual Performance Evaluation Report (CAPER) is prepared each year for submission to HUD. Due within 90 days of completion of the fiscal year, the CAPER summarizes the previous year's accomplishments. It also illustrates the City's progress in meeting the goals outlined in the Consolidated Plan and the previous year's Annual Action Plan. HUD uses the CAPER to evaluate the effectiveness of the City's use of CDBG funding on programs and projects that meet the community's needs.

CDBG Performance Summary

The CDBG funding priorities for the 2022-2023 Annual Action Plan allocated $241,324 ($228,298 in FY 2022-2023 CDBG funds plus $13,026 prior year uncommitted funds) toward the following activities:

1) Public facilities and improvements (Affordable housing unit acquisition - $186,924);

2) Public service grants (Fair Housing Foundation - $3,500 and Family Assistance Ministries - $7,500); and

3) Program administration (CDBG Consultant and City Staff - $43,400).

A total of $186,924 was expended for public facilities and improvements during FY 2022-2023. The City allocated the bulk of its FY 2022-2023 funding to support the acquisition of a condominium to provide transitional housing in partnership with a local service provider. The unit's purchase was completed during the reporting period; ultimately, a family of five was placed in the unit managed by Family Assistance Ministries.

With respect to public service grants, the Fair Housing Foundation assisted 55 Aliso Viejo households during FY 2022-2023. Additionally, Family Assistance Ministries provided case management and support services to nine formerly homeless individuals currently residing in permanent supportive housing. Administration of the CDBG program, which consists of City staff and consultant time to implement the program and fees for public notices, accounted for $43,400 in expenditures.

CDBG-CV Performance Summary

Annual Action Plan Substantial Amendments approved by the City Council in 2020 allocated $414,752 CDBG-CV funding to the following activities:

1) Business Assistance: City Grant Program - $192,702 to assist 30 businesses impacted by the COVID-19 pandemic and

2) Public Services: $222,050 to fund grants to Age Well, Family Assistance Ministries, South County Outreach, and YMCA to assist 500 lower-income Aliso Viejo residents impacted by the COVID-19 pandemic.

CDBG-CV funds are limited to activities that prevent, prepare for, and respond to the impacts of the coronavirus. The City initially allocated CDBG-CV funds to meet the U.S. Economic Development Administration's (EDA) Economic Adjustment Assistance Grant. The City's application to the EDA for grant funding to establish a revolving loan fund for Aliso Viejo businesses was denied. Subsequently, the City Council authorized staff to develop a CDBG-CV-funded grant program to assist local businesses impacted by the COVID-19 pandemic. City staff engaged a consultant to assist with developing and implementing the program.

On April 5, 2023, the City substantially amended its CDBG-CV action plan and reallocated $115,000 in CDBG-CV funds from the business grant program to South County Outreach, Age Well Senior Services, and CDBG-CV Administration. The City continued to market the business grant program during the reporting period. Ultimately, one business was approved for assistance, which retained four full-time equivalent lower-income persons. Grants of up to $7,500 for businesses with one to five full-time employees or up to $10,000 for businesses with six to 25 full-time employees will be available. Businesses must be located in Aliso Viejo and able to demonstrate a COVID-19-related financial impact from November 1, 2021. Items eligible for grant reimbursement include the purchase of personal protective equipment (PPE), third-party delivery fees, improvements to adapt to curbside delivery, or no-touch purchasing

During FY 2022-2023, public service grant sub-recipients used $53,266 in CDBG-CV funding to assist 340 lower-income Aliso Viejo residents impacted by the COVID-19 pandemic. To date, a total of $235,533 in CDBG-CV funds have been expended.

Environmental:

Staff recommends the City Council find the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15378(b)(5). The proposed action is an administrative activity of the City that involves a report to a Federal agency on the utilization of CDBG funds.

Public Notice:

On September 14, 2023, a 1/8 page public meeting notice was published in the *Laguna Niguel News* for a 15-day public review period, per HUD and local requirements. The 2022-2023 CAPER was available for public review through September 29, 2023.

Attachment:

1. 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER)

City of Aliso Viejo

2022-2023

Consolidated Annual Performance & Evaluation Report

Draft September 14, 2023

Contents

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Attachments

Attachment 1: PR03 - CDBG & CDBG-CV Activity Summary Report (GPR)

Attachment 2: PR26 - CDBG Financial Summary Reports

Attachment 3: Impediments to Fair Housing Plan

Attachment 4: Public Notice and Summary of Public Comments

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared to assist residents of the City of Aliso Viejo and the U.S. Department of Housing and Urban Development (HUD) in assessing the City's use of federal grant funds to meet priority housing and community needs identified in the City's 2018–2022 Consolidated Plan. The CAPER will focus on annual goals and accomplishments for the period of July 1, 2022, through June 30, 2023 – the FY 2022-2023 reporting period.

The 2022-2023 reporting period is the fifth year of the City's 2018-2022 Con Plan cycle. The 2022-2023 Annual Action Plan outlined an expenditure plan for the City's $228,298 CDBG allocation. An additional $13,026 in prior year funds was also available for programming during the reporting period. The Action Plan identified the activities to be carried out during the reporting period utilizing CDBG funds. Activities include public infrastructure improvements (ADA Improvements), public service grants, and program administration.

In 2020, the City received $414,751 in CDBG-Coronavirus (CDBG-CV) funds. CDBG-CV funds must be used to prevent, prepare for, or respond to local impacts of the COVID-19 pandemic. The City allocated CDBG-CV funding for public services and small business assistance activities and continued to carry out these activities during FY 2022-2023. Initially, HUD required that 80% of CDBG-CV funds be spent in three years and 100% in six years; however, on April 18, 2023, HUD published a notice that announced the elimination of the three-year 80% expenditure deadline. Through the end of FY 2022-2023, the City had expended 53.5% of its CDBG-CV allocation.

The 2018-202 Consolidated Plan established the following five-year goals. Table 1 summarizes five-year goals and accomplishments; Table 1 also includes one-year goals and accomplishments for FY 2022-2023.

- Public Infrastructure Improvements: 12,000 City residents will benefit from installing or rehabilitating CDBG-funded public infrastructure improvements.
- Public Facility Improvements: 6,000 City residents will benefit from installing or rehabilitating CDBG-funded public facilities such as community centers, parks, and other public and private facilities.
- Single-Family Housing Rehabilitation: Provide CDBG-funded assistance to rehabilitate an estimated 15 owner-occupied units.
- Homeless Services: Assistance for homeless individuals and individuals at risk of homelessness, i.e., shelter and support services. The City will fund these activities with general fund resources until the latter years of the Consolidated Plan cycle, when CDBG may be allocated for these services. An estimated 75 individuals will be assisted with CDBG funds.
- Public Services: Various social service programs that serve seniors, youths, victims of domestic violence, and other lower-income persons have been funded with City general funds. The City

anticipates allocating CDBG during the last years of the Consolidated Plan cycle. An estimated 750 lower-income individuals will be assisted with CDBG funds.

- Fair Housing Services: To ensure impediments to fair housing choice are addressed, the City will allocate CDBG funds for fair housing outreach, education, and enforcement services. An estimated 300 households will benefit from this CDBG-funded activity.
- Program Administration: The City will provide resources to ensure oversight and coordination of the CDBG program.

Table 1 provides an overview of the City's efforts to meet the five-year goals of the Consolidated Plan and one-year goals for the FY 2022-2023 reporting period. A summary of FY 2022-2023 CDBG accomplishments is provided in **Attachment 1**.

As indicated above, per CDBG-CV program regulations, the City had three years to spend 80% of CDBG-CV funds and six years to spend all grant funds; HUD has waived the former deadline. As part of the City's CDBG-CV amendments to receive funding, the City established the following multi-year goals for CDBG-CV funding:

- Public Services: CDBG-CV funding to assist 500 lower-income Aliso Viejo residents impacted by the Coronavirus
- Economic Development: Financial assistance to 50 Aliso Viejo small businesses impacted by COVID-19

A summary of FY 2022-2023 CDBG-CV accomplishments is provided in **Attachment 1**.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected FY 22-23 Program Year	Actual FY 22-23 Program Year	1 Yr. Percent Complete
Fair Housing Services	Non-Homeless Special Needs	CDBG: $3,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	222	74.00%	60	55	91.67%
Homeless Services	Homeless	CDBG: $7,500	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	5	0	0.00%	0	0	0.00%
Homeless Services	Homeless		Homeless Person Overnight Shelter	Persons Assisted	20	13	65.00%	8	9	112.50%
Homeless Services	Homeless		Homelessness Prevention	Persons Assisted	50	0	0.00%	0	0	0.00%
Program Administration	Administration	CDBG: $43,400	Other	Other	5	5	100.00%	1	1	100.00%
Public Facility Improvements*	Non-Housing Community Development	CDBG: $186,924	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6,000	3,397	56.62%	1	1	100.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected FY 22-23 Program Year	Actual FY 22-23 Program Year	1 Yr. Percent Complete
Public Infrastructure Improvements	Non-Housing Community Development	CDBG: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	12,000	0	0.00%	0	0	0.00%
Public Services	Non-Homeless Special Needs	CDBG: $0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	0	0.00%	0	0	0.00%
Single-Family Housing Rehabilitation	Affordable Housing	CDBG: $0	Homeowner Housing Rehabilitated	Household Housing Unit	15	0	0.00%	0	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Consistent with the Consolidated Plan and the City's 2022-2023 Annual Action Plan, the City focused funds on public facilities, public services, and program administration. In general, the City met one-year goals. As planned, CDBG funding was used to help acquire a residential unit leased to provide transitional housing for homeless families with children, and cumulatively, public service agencies met 94% of planned annual goals. With respect to prior year activities, ADA improvement projects encountered delays due to contracting and supply chain issues. Public Works staff explored ways to bring some project tasks in-house to reduce project costs.

As delineated in the Consolidated Plan, CDBG-funded activities such as public service grants and housing rehabilitation would not be implemented until year three or later of the Consolidated Plan cycle. The City funded two public service grants during the reporting period. The

implementation of a housing rehabilitation program has been delayed due to the COVID-19 pandemic. Detailed information regarding CDBG program accomplishments for the 2022-2023 reporting period is provided in **Attachment 1** (*PR03 - CDBG Activity Summary Report (GPR)*).

CDBG-CV funds were allocated to programs that provided a safety net for lower-income Aliso Viejo residents impacted by COVID-19. Specifically, funds are allocated to Family Assistance Ministries and South County Outreach to provide food, utility, or rent assistance. CDBG-CV funding was allocated to Age Well Senior Services to support its senior Meals on Wheels program and the YMCA, which used CDBG-CV funds to clean classrooms and other recreational facilities for youths participating in its after-school and summer daycare programs.

Initially, the City planned to use CDBG-CV funds as a match for a State grant to support local businesses; however, the State did not approve the grant. The City's program was offered at a time when the State and County were also providing direct financial assistance to local businesses impacted by COVID-19. These programs had fewer reporting requirements, which made the City's CDBG-CV-funded program less attractive. On April 5, 2023, the City substantially amended its CDBG-CV action plan and reallocated $115,000 in CDBG-CV funds to South County Outreach, Age Well Senior Services, and CDBG-CV Admin. The City continued to market the program during the reporting period. Ultimately, one business was approved for assistance, which retained 4 FTEs for lower-income persons. The City will continue to offer the program during FY 2023-2024. CDBG-CV grant accomplishments are provided in **Attachment 1**.

Finally, during the reporting period, the Orange County Housing Authority (OCHA) reports providing rental assistance to 139 lower-income Aliso Viejo renter households.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	CDBG-CV
White	50	258
Black or African-American	4	16
Asian	4	11
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	6
Other*	6	49
Total	**64**	**340**
Hispanic	13	62
Not Hispanic	51	278

Table 2 – Table of assistance to racial and ethnic populations by source of funds

* By default, Table 2 excludes 6 multi-racial program beneficiaries in IDIS. IDIS also excludes CDBG-CV program beneficiaries.

Narrative

According to the U.S. Census Bureau, most Aliso Viejo residents are racially White – 65.0% per the *2021 American Community Survey 5-Year Estimates*. This data source also reports that 20.0% of the City's population is Hispanic/Latino, and 15.5% is Asian – the City's most prominent minority populations. Table 2 shows approximately 78.1% of CDBG-funded program participants are White, 20.30% Hispanic/Latino, and 6.3% Asian. These percentages appear to be consistent with the City's overall demographics. Based on accomplishment reports provided by CDBG sub-recipients, approximately 65.6% of assisted households had an income of less than 50% of the County median income.

With respect to CDBG-CV program beneficiaries, approximately 75.9% of beneficiaries are White, 18.2% Hispanic/Latino, 4.7% African American, and 3.2% Asian. Additionally, approximately 97% of program beneficiaries report a household income equal to or less than 50% of the County median income.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	$241,324	$241,324
Other	CDBG-CV	$414,751	$60,766

Table 3 - Resources Made Available

Narrative

The 2022-2023 Annual Action Plan allocated $241,324 in CDBG funds for various activities. This total is comprised of the City's 2022 CDBG grant of $228,298 plus $13,026 in prior year uncommitted funds. The City did not receive any program income during the reporting period. As reported in Table 3, the City spent $241,324 in CDBG funds during the reporting period. Additionally, $60,766 in CDBG-CV resources were used to assist Aliso Viejo residents impacted by the COVID-19 pandemic. Over three years, the City has spent $235,533 in CDBG-CV funds – 56.8% of total CDBG-CV funds.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Eligible Area	0	0	Funding for activities limited to CDBG-Eligible Census Tract Block Groups
Citywide	100	100	Funding for activities anywhere within the City Limits

Table 4 – Identify the geographic distribution and location of investments

Narrative

As evident from Table 3, the City utilized a significant portion of 2022-2023 CDBG funding resources. The City also used a considerable amount of CDBG-CV funds to assist lower-income Aliso Viejo residents impacted by the COVID-19 pandemic. **Attachment 2** (*PR26 - CDBG Financial Summary Report*) provides a detailed summary of CDBG funding expenditure.

The CARES Act of 2020 requires that 80% of CDBG-CV funds be expended within three years and 100% within six years. On April 5, 2023, HUD issued a notice waiving the three-year expenditure requirement. Through the end of FY 2022-2023, the City spent $235,533 in CDBG-CV funds (56.8% of total CDBG-CV funds). Unexpended funds will be carried forward into the FY 2023-2024 reporting period. A summary of CDBG-CV expenditures is provided in **Attachment 2**.

With respect to the geographic expenditure of CDBG and CDBG-CV funds, all FY 2022-2023 funded activities were distributed for citywide benefit.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Aliso Viejo made every effort to leverage CDBG funds to the greatest extent possible. Approximately $83,010 in other resources was used to leverage CDBG funds during the FY 2022-2023 reporting period. These sources include the following:

- General Fund for Social Services: $15,500
- Development Impact Fund: $67,511

Public or privately owned land that may be available to address priority needs identified in the Consolidated Plan will be included in a new available site inventory to be incorporated into the City's new Housing Element.

There is no match requirement for the CDBG program.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	1	1
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**1**	**1**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	1	1
Total	**1**	**1**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City allocated the bulk of its FY 2022-2023 funding to support the acquisition of a condominium to provide transitional housing in partnership with a local service provider. The unit's purchase was completed during the reporting period; ultimately, a family of five was placed in the unit managed by Family Assistance Ministries. Per the Consolidated Plan, the City would consider implementing a housing rehabilitation program toward the end of the 2018-2022 Consolidated Plan cycle. The program has not been implemented; however, staff anticipated a program may be initiated during the new Consolidated Plan cycle.

With respect to rental assistance, the federal rental assistance program is administered in Aliso Viejo by OCHA. The City has no control over the allocation of housing assistance vouchers or certificates within

the City; however, OCHA reports that it assisted 139 Aliso Viejo households with federal rental assistance vouchers or certificates during the 2022-2023 reporting period.

Discuss how these outcomes will impact future annual action plans.

As indicated above, limited housing activity was undertaken during the City's first five years as a CDBG entitlement community; however, the City will evaluate implementing a housing improvement program during the next Consolidated Plan cycle.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual *
Extremely Low-income	1	0
Low-income	0	0
Moderate-income	0	0
Total	**1**	**0**

Table 7 – Number of Households Served

* The City is not a recipient of HOME funds.

Narrative Information

Table 7 shows that the City was able to assist with providing housing and services to one household during the 2022-2023 reporting period. OCHA reports 139 Aliso Viejo extremely low-income and very low-income renter households received rental assistance during the 2022-2023 reporting period.

The City is not a recipient of HOME funds.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City did not allocate CDBG funds for homeless outreach services during the 2022-2023 reporting period; however, a deputy sheriff was designated as the City's Homeless Liaison Officer. OC Sheriff personnel work directly with homeless individuals in this role by assessing their needs and providing referrals and linkages to various local and regional services, such as Mercy House. The City also supported the County's Continuum of Care outreach and assessment strategy to address homelessness on a regional basis.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City did not allocate CDBG funds for emergency shelter; however, CDBG funding was used to provide supportive services for homeless families residing in transitional housing. Nine individuals were assisted during the 2022-2023 reporting period.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

No CDBG funds were allocated for homelessness prevention services during the 2022-2023 reporting period. However, it is important to note that the City supports the regional Continuum of Care (CoC) planning process. OCHA reports that federal rental assistance vouchers and certificates were provided to three homeless households in Aliso Viejo (Continuum of Care Program Permanent Supportive Housing Certificates). Three homeless veteran households benefitted from Veterans Affairs Supportive Housing (VASH) vouchers.

The City used CDBG-CV funds to assist Aliso Viejo residents at risk of homelessness due to the COVID-19 pandemic. Family Assistance Ministries and South County Outreach report they provided rent and utility assistance, food, and case management services to 262 Aliso Viejo residents during the reporting period.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As indicated above, three homeless families benefitted from Continuum of Care Program Permanent Supportive Housing Certificates, and three homeless veteran households benefitted from VASH vouchers.

During the reporting period, the City also allocated CDBG funds to Family Assistance Ministries to provide case management and supportive services to formerly homeless families residing in affordable housing. The City also utilized the bulk of its CDBG funding to purchase a condominium leased to Family Assistance Ministries to provide transitional housing and supportive services for homeless families with children.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Aliso Viejo does not own or manage public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The 2022-2023 Annual Action Plan indicates that the City will address barriers to affordable housing by taking the following actions:

- Provide a density bonus with the possibility of additional waivers or modifications to development standards, provided the waiver/modification does not adversely impact health, safety, or the physical environment.
- Provide an additional density bonus for a residential development project with affordable housing.
- A reduction in development standards (e.g., coverage, setback, zero lot line and/or reduced parcel sizes, and/or parking requirements)
- Approval of mixed-use zoning for housing projects if the nonresidential land uses will reduce the housing project cost.
- Other regulatory incentives or concessions proposed by the applicant or the City that result in identifiable cost reductions.
- Provide direct financial incentives, including publicly owned land by the City, fees, and waivers of dedication requirements.

No affordable housing development activity occurred during the 2022-2023 reporting period; however, as discussed above, CDBG funds were used to acquire a condominium for transitional housing (i.e., a public facility) for homeless families with children.

There is no local tax that may act as a barrier to affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The 2022-2023 Annual Action Plan indicates the City will take certain steps to address underserved residents' needs. The City supported OCHA’s efforts to obtain additional rental assistance funding during the reporting period, especially for senior and low-income households. OCHA reports it assisted 90 senior households and 25 disabled households with rental assistance during the reporting period.

As previously reported, the City allocated significant CDBG funding to fund ADA improvements at various public facilities. Due to contracting and supply chain issues, construction of these improvements has been delayed. The recently approved 2023-2024 Annual Action Plan reallocated the funding of all of these ADA projects, except for City Hall ADA Improvements, toward a larger ADA Sidewalk Curb Ramp project. The City Hall and Curb Ramp projects will provide improved accessibility to seniors and individuals with mobility limitations.

The Fair Housing Foundation provided fair housing counseling services aimed at ensuring all households have access to safe and decent housing that they desire and can afford, without regard to their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income, or other characteristics protected by laws. The Fair Housing Foundation assisted 55 households during the 2022-2023 reporting period.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

HUD regulations require a CDBG grantee to test all housing units constructed before 1978 that are assisted with federal funds for lead-based paint hazards. According to HUD data, approximately 94% of the City's housing stock was built after 1980; therefore, it is reasonable to assume there is a limited number of housing units with lead-based paint hazards throughout the community. Nevertheless, the City provided information to educate residents about lead poisoning at public counters at City Hall, community centers, and on the City's website.

Should the City establish a CDBG-funded housing rehabilitation program, staff will ensure assisted units are assessed for lead-based paint hazards. If hazards are identified, funding may be allocated to mitigate or remove lead-based paint hazards per HUD regulations.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

According to the U.S. Census Bureau, approximately 4.9% of Aliso Viejo residents have incomes below poverty. The data further indicates that about 7.6% of City residents aged 65 and older and 4.6% of children under 18 live below the poverty level. [1] The Consolidated Plan and Annual Action Plan indicate that the City will support the services listed below to reduce the number of families living in poverty:

- Support affordable housing programs, including rehabilitation for lower-income, senior, and disabled homeowners and rental assistance for very low-income renters via OCHA. OCHA provided rental assistance to 139 renter households during the reporting period, including 88 senior and 25 disabled renter households.
- Family Assistance Ministries utilized CDBG funds to provide case management and supportive services to a lower-income household that recently exited a temporary housing situation into permanent affordable housing.
- The Fair Housing Foundation educated and counseled 55 households regarding their rights to access safe and decent housing. Approximately 81% of households served are very low-income.

As previously reported, CDBG-CV funding was utilized to assist households, most of whom are very low-income (i.e., household income less than 50% of the County median income.) Perhaps more noteworthy, approximately 83% of households assisted with CDBG-CV funds had an income equal to 30% of the County median income (i.e., extremely low income).

[1. POVERTY STATUS IN THE PAST 12 MONTHS, 2021 American Community Survey 5-Year Estimates, S1701.]

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

During FY 2022-2023, the City continued efforts to eliminate institutional gaps and enhance program coordination with the community. For example, the City partnered with a nonprofit to deliver social services. City departments also continued to work together to implement CDBG-funded activities that addressed community priority needs. The City assisted OCHA by participating in the Cities Advisory Committee – a quarterly meeting of cities and OCHA to discuss federal rental housing assistance and regional housing issues. As a backer of the Orange County Continuum of Care, the City provided critical support for the regional Continuum of Care (CoC) as it prepared the County's CoC Homeless Assistance grant application for HUD's consideration.

Community-based nonprofit partners are critical to the City's CDBG-CV strategy to prevent, prepare for, or respond to the Coronavirus pandemic. The City partnered with local nonprofits to distribute food and rent/utility assistance to lower-income residents impacted by COVID-19. To implement its business assistance grant program, the City will engage local business organizations, retail and commercial property owners/managers, and business owners to determine how best to help local businesses recover from the financial hardships created by the global COVID-19 pandemic.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

As indicated above, the City participated in the regional coordination of services by participating in the quarterly Cities Advisory Committee held by OCHA to discuss federal rental housing assistance. The City also continued to work with private developers to identify potential housing development opportunities, including projects with an affordable housing component. Similarly, the City has partnered with local nonprofit agencies to distribute CDBG-CV-funded resources to assist lower-income households impacted by the Coronavirus pandemic.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Consolidated Plan regulations require CDBG recipients to (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; and (5) comply with the non-discrimination requirements of the Fair Housing Act. HUD encourages jurisdictions to consult with one another and initiate metropolitan-wide fair housing planning. The **Analysis of Impediments to Fair Housing Choice (AI)** is the primary document for this purpose.

The City participated as one of 19 local jurisdictions preparing the Orange County 2020-2024 Analysis of Impediments to Fair Housing (OC-AI). The OC-AI identified various actions that can be implemented over five years to address regional and local barriers to fair housing. The City contracts with the Fair Housing Foundation (FHF) to provide fair housing outreach, education, and enforcement services and to help the

City address the impediments to fair housing identified in the County AI. A summary of the action steps taken by the City and the FHF to address fair housing impediments is provided in **Attachment 3**.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City CDBG program policies and procedures include a requirement to conduct monitoring of sub-recipients. The purpose of this oversight is to provide program staff with information necessary to verify the accuracy of data supplied by sub-recipients, ensure that sub-recipients are carrying out individual activities as described in their contracts, and ensure that sub-recipients use appropriate accounting and record-keeping methods as it relates to the use of CDBG funds. Each grant year will typically begin with sub-recipient training to discuss several topics such as 1) review CDBG program goals, objectives, and sub-recipient obligations; 2) review the content of the sub-recipient agreements; and 3) review regulations related to the CDBG program that impact sub-recipient program implementation. The training was not held during FY 2022-2023 due to ongoing COVID-19 public health concerns; however, it is anticipated that training will be offered in FY 2023-2024.

On-site monitoring of sub-recipients is conducted biennially unless program or administrative issues are identified, or the grant recipient is new to CDBG. The City conducted on-site monitoring during the FY 2021-2022 reporting period. In general, sub-recipients are complying with program requirements.

The City made every effort to comply with all CDBG and Consolidated Plan regulations. The City's Citizen Participation Plan ensures that the City considers community input before submitting a substantial amendment or an annual update to HUD. It also provides residents the opportunity to review and comment on annual performance. Construction, professional service, and sub-recipient agreements have been prepared to ensure compliance with applicable federal regulations. Additionally, the City has implemented an open procurement process that encourages bidding from minority and women-owned businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

To encourage resident participation in the City's CDBG program, the City published a notice in the *Aliso Viejo News* on September 14, 2023, announcing a 15-day public comment period and public meeting for the 2022-2023 CAPER. The CAPER was made available for public review and comment from September 14, 2023, through September 28, 2023, at Aliso Viejo City Hall located at 12 Journey, Aliso Viejo, CA, and on the City of Aliso Viejo website at www.avcity.org. A meeting to obtain additional public comments was held on October 4, 2023. A copy of this notice and a summary of public comments is provided in **Attachment 4**.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

On April 5, 2023, the City substantially amended its 2020 CDBG-CV action plan. It reallocated $115,000 in CDBG-CV funds from its small business grant program to South County Outreach, Age Well Senior Services, and CDBG-CV Admin. No additional changes to the Consolidated Plan or 2022-2023 Annual Action Plan have been undertaken.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	NA	NA	NA	NA
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City did not undertake any activities that was subject to Section 3 regulations during the 2022-2023 reporting period.

PGM Year: 2020
Project: 0003 - CDBG-CV Public Services
IDIS Activity: 17 - CDBG-CV1&3 - Family Assistance Ministries

Status: Completed 6/30/2023 12:00:00 AM
Location: 12 Journey Aliso Viejo, CA 92656-5335

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Subsistence Payment (05Q)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 11/21/2020

Description:

Housingutility assistance for households impacted by COVID-19

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060606	$78,524.75	$8,083.95	$78,524.75
Total	**Total**			**$78,524.75**	**$8,083.95**	**$78,524.75**

Proposed Accomplishments

People (General) : 480

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	198	24
Black/African American:	0	0	0	0	0	0	9	0
Asian:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	17	11
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**230**	**35**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	214
Low Mod	0	0	0	7
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	221
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	CDBG-CV funds were utilized to provide rent and utility assistance, food and case management for households impacted by the Coronavirus pandemic. During the FY 20-21 reporting period, 82 individuals were provided assistance in response to COVID-19.	
2021	An additional $38,850.75 (CDBG-CV3) funds was allocated to this program on 7-21-21. A total of 79 Aliso Viejo residents that have been impacted by COVID-19 have been assisted with support services (including food bank) and case management during the FY 21-22 report period - 13 of these Aliso Viejo residents also benefitted from rent or utility assistance. An unexpended balance of $8,083.95 will be carried into FY 22-23.	
2022	CDBG-CV funds were used to provide case management and food bank services to at-risk Aliso Viejo residents experiencing a financial hardship due to a COVID-19. A total of 221 Aliso Viejo residents were assisted during the FY 22-23 report period.	

PGM Year: 2020
Project: 0003 - CDBG-CV Public Services
IDIS Activity: 18 - CDBG-CV1&3 - South County Outreach

Status: Open
Location: 12 Journey Aliso Viejo, CA 92656-5335

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Subsistence Payment (05Q)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 11/21/2020

Description:

Housingutility assistance for households impacted by COVID-19

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060606	$178,524.75	$17,815.38	$78,524.75
Total	**Total**			**$178,524.75**	**$17,815.38**	**$78,524.75**

Proposed Accomplishments

People (General) : 270

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	216	79
Black/African American:	0	0	0	0	0	0	4	0
Asian:	0	0	0	0	0	0	22	1
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	7	1
Black/African American & White:	0	0	0	0	0	0	8	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	20	7
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**282**	**88**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	239
Low Mod	0	0	0	20
Moderate	0	0	0	18
Non Low Moderate	0	0	0	0
Total	0	0	0	277
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	CDBG-CV funds were utilized to provide rent and utility assistance, food, and case management for households impacted by the Coronavirus pandemic. During the FY 20-21 reporting period, 277 individuals were provided assistance in response to COVID-19.	
2021	An additional $38,850.75 (CDBG-CV3) funds was allocated to this program on 7-21-21. CDBG-CV funds were used to provide rent or utility assistance to lower-income Aliso Viejo residents that experienced a financial impact due to the COVID-19 pandemic. A total of 31 individuals were assisted during the FY 21-22 report period. An unexpended balance of $17,815.38 will be carried into FY 22-23.	
2022	CDBG-CV funds were used to provide case management, food, and rental and utility assistance to assist Aliso Viejo households financially impacted by COVID-19. A total of 32 Aliso Viejo residents were assisted during the FY 22-23 report period, including 24 that benefited from rent or utility assistance. On April 5, 2023, the City substantially amended the CDBG-CV action plan to reallocate $100,000 from Activity #19 (Small Business Grants). Unexpended funds will be carried into the FY 23-24 report period.	

PGM Year: 2020
Project: 0004 - CDBG-CV Economic Development
IDIS Activity: 19 - CDBG-CV1 - Small Business Loans

Status: Open
Location: 12 Journey Aliso Viejo, CA 92656-5335

Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: ED Direct Financial Assistance to For-Profits (18A)
National Objective: LMJ

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 05/06/2022

Description:

Financial assistance to support small businesses impacted by COVID-19

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060606	$77,072.00	$5,983.40	$5,983.40
Total	**Total**			**$77,072.00**	**$5,983.40**	**$5,983.40**

Proposed Accomplishments

Jobs : 4

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	1
Low Mod	0	0	0	2
Moderate	0	0	0	1
Non Low Moderate	0	0	0	0
Total	0	0	0	4
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	CDBG-CV3 funds were allocated to provide grants to small businesses that have been impacted by the COVID-19 pandemic. Grants of up to $7,500 for businesses with 1 to 5 full-time employees, or up to $10,0000 for businesses with 6 to 25 full-time employees will be available. Businesses must be located in Aliso Viejo, and must be able to demonstrate a COVID-19-related financial impact since November 1, 2021. Items eligible for grant reimbursement includes purchase of PPE, 3rd party deliver fees, improvements to adapt to curbside delivery or no-touch purchasing. The program is slated to begin on August 8, 2022 and end by October 4, 2022 or when funds are depleted, which ever happens first.	
2022	CDBG-CV funds allocated to support local small businesses that were impacted by COVID-19 mandatory shutdowns and social distancing. The City's program was offered at a time when the State and County were also providing direct financial assistance to local businesses impacted by COVID-19. These programs had less robust reporting requirements which made the City's CDBG-CV funded program less attractive. On April 5, 2023, the City substantially amended its CDBG-CV action plan and reallocated $115,000 in CDBG-CV funds to South County Outreach (#18 - $100,000), Age Well Senior Services (#30 - $10,000) and CDBG-CV Admin (#36 - $5,000). The City continued to market the program during the report period. Ultimately, 1 business was approved for assistance, which retained 4 FTEs for lower-income persons. The grant assistance was not paid during the FY 22-23 report period, so the activity will carry into FY 23-24.	

PGM Year: 2021
Project: 0001 - ADA Improvements - Various Locations
IDIS Activity: 20 - ADA - City Hall

Status: Open
Location: 12 Journey Aliso Viejo, CA 92656-5335

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Improvements Not Listed in 03A-03S (03Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/24/2022

Description:

ADA improvements at Aliso Viejo City Hall

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060606	$28,763.00	$0.00	$0.00
		2020	B20MC060606	$20,819.71	$0.00	$0.00
		2021	B21MC060606	$37,618.29	$0.00	$0.00
Total	**Total**			**$87,201.00**	**$0.00**	**$0.00**

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	CDBG funds were allocated to fund the replacement or upgrades at City Hall to comply with current ADA regulations. Due to city staffing issues, COVID pandemic stay at home orders, and supply chain challenges, this project has experienced delays. Public Works staff is evaluating what work that can be done inhouse to reduce cost. Staff anticipates a bid package will be be issued by December 2022 with work completed by the end of FY 22-23.	
2022	The City continued to experience issues with design cost and securing competitive bids. Accessible doors entering City Hall public counter are anticipated to be installed during FY 23-24.	

PGM Year: 2021
Project: 0001 - ADA Improvements - Various Locations
IDIS Activity: 21 - ADA - Aliso Viejo Center

Status: Canceled 4/19/2023 12:00:00 AM
Location: 31 Santa Barbara Dr Aliso Viejo, CA 92656-1622

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/24/2022

Description:

ADA improvements to a public facility

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	CDBG funds were allocated to fund the replacement or upgrades at the Aliso Viejo Center to comply with current ADA regulations. Due to city staffing issues, COVID pandemic stay at home orders, and supply chain challenges, this project has experienced delays. Public Works staff is evaluating work that can be done inhouse to reduce cost. Staff anticipates a bid package will be be issued by December 2022 with work completed by the end of FY 22-23.	
2022	The activity was canceled as part of the FY 23-24 Action Plan process. Unused funds ($41,621.00 - 2021 funds) will be reprogrammed to the FY 23-24 cap project.	

PGM Year: 2021
Project: 0001 - ADA Improvements - Various Locations
IDIS Activity: 22 - ADA - Aliso Viejo Aquatic Center

Status: Canceled 4/19/2023 12:00:00 AM
Location: 29 Santa Barbara Dr Aliso Viejo, CA 92656-1622

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/24/2022

Description:

ADA improvements at the City's aquatic center

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	CDBG funds were allocated to fund the replacement or upgrades at the Aliso Viejo Aquatic Center to comply with current ADA regulations. Due to city staffing issues, COVID pandemic stay at home orders, and supply chain challenges, this project has experienced delays. Public Works staff is evaluating work that can be done inhouse to reduce costs. Staff anticipates a bid package will be be issued by December 2022 with work completed by the end of FY 22-23.	
2022	The activity was canceled as part of the FY 23-24 Action Plan process. Unused funds ($45,569.00 - 2021 funds) will be reprogrammed to the FY 23-24 cap project.	

PGM Year: 2021
Project: 0001 - ADA Improvements - Various Locations
IDIS Activity: 23 - ADA - Aliso Viejo Community Center (Iglesia Park Center)

Status: Canceled 4/19/2023 12:00:00 AM
Location: 12 Journey Aliso Viejo, CA 92656-5335

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/31/2022

Description:

ADA improvements at a city community center

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	CDBG funds were allocated to fund the replacement or upgrades at the Aliso Viejo Community Center (a.k.a. Iglesia Park Center) to comply with current ADA regulations. Due to city staffing issues, COVID pandemic stay at home orders, and supply chain challenges, this project has experienced delays. Public Works staff is evaluating work that can be done inhouse to reduce costs. Staff anticipates a bid package will be be issued by December 2022 with work completed by the end of FY 22-23.	
2022	The activity was canceled as part of the FY 23-24 Action Plan process. Unused funds ($41,621.00 - 2021 funds) will be reprogrammed to the FY 23-24 cap project.	

PGM Year: 2021
Project: 0001 - ADA Improvements - Various Locations
IDIS Activity: 24 - ADA - Iglesia Park

Status: Canceled 4/19/2023 12:00:00 AM
Location: 24671 Via Iglesia Aliso Viejo, CA 92656-1125

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/24/2022

Description:

ADA improvements at neighborhood park

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	CDBG funds were allocated to fund the replacement or upgrades at Iglesia Park to comply with current ADA regulations. Due to city staffing issues, COVID pandemic stay at home orders, and supply chain challenges, this project has experienced delays. Public Works staff is evaluating work that can be done inhouse to reduce costs. Staff anticipates a bid package will be be issued by December 2022 with work completed by the end of FY 22-23.	
2022	The activity was canceled as part of the FY 23-24 Action Plan process. Unused funds ($2,156.71 - 2021 funds) will be reprogrammed to the FY 23-24 cap project.	

PGM Year: 2020
Project: 0003 - CDBG-CV Public Services
IDIS Activity: 30 - CDBG-CV3 Age Well Senior Services

Status: Open
Location: 12 Journey Aliso Viejo, CA 92656-5335

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 02/12/2022

Description:

CDBG-CV funds for senior meals on wheels program in response to increase demand for services due to the Coronavirus and to prevent the spread of the virus.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060606	$50,000.00	$0.00	$40,000.00
Total	**Total**			**$50,000.00**	**$0.00**	**$40,000.00**

Proposed Accomplishments

People (General) : 50

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	42	5
Black/African American:	0	0	0	0	0	0	3	0
Asian:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**52**	**5**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	44
Low Mod	0	0	0	6
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	52
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	CDBG-CV funds used to support senior meals on wheels program in response to COVID-19. A total of 52 seniors have been assisted during the FY 21-22 report period. The program allows seniors to reduce their potential exposure to the COVID-19 virus. Age Well reports a 13% increase in service request compared to pre-pandemic assistance. The Activity is complete.	
2022	On April 5, 2023, the City substantially amended the CDBG-CV action plan to reallocate $10,000 from Activity #19 (Small Business Grants). Age Well did not use these funds during the FY 22-23 report period. CDBG-CV funds will be carried into the FY 23-24 report period.	

PGM Year: 2020
Project: 0003 - CDBG-CV Public Services
IDIS Activity: 31 - CDBG-CV3 YMCA

Status: Completed 6/30/2023 12:00:00 AM
Location: 12 Journey Aliso Viejo, CA 92656-5335

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Child Care Services (05L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 02/12/2022

Description:

CDBG-CV3 funds allocated to assist childcare provider purchase PPE and other cleaning and disinfecting and program supplies to prevent the spread of the Coronavirus.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060606	$25,000.00	$21,383.05	$25,000.00
Total	**Total**			**$25,000.00**	**$21,383.05**	**$25,000.00**

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	51	6
Black/African American:	0	0	0	0	0	0	4	1
Asian:	0	0	0	0	0	0	4	3
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	1
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	2	1
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	27	11
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**89**	**23**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	45
Low Mod	0	0	0	32
Moderate	0	0	0	10
Non Low Moderate	0	0	0	0
Total	0	0	0	87
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	CDBG-CV funds allocated to assist YMCA After School childcare program address COVID-19 concerns. The State of CA requires enhances disinfecting of childcare facilities to prevent the spread of COVID-19. Funds were used to purchase cleaning supplies, PPE and COVID test for six childcare program sites in Aliso Viejo. This is a multi-year agreement. Unspent CDBG-CV funds will be rolled forward to FY 22-23. A total of 69 youths were assisted with CDBG-CV funds during the FY 21-22 report period. An unexpended balance of $21,383.05 will be carried into FY 22-23.	
2022	CDBG-CV funds allocated to assist YMCA After School childcare program to address COVID-19 concerns. The State of CA requires enhances disinfecting of childcare facilities to prevent the spread of COVID-19. Funds were used to purchase cleaning supplies, PPE and COVID test for six childcare program sites in Aliso Viejo. This is year 2 of a multi-year agreement. A total of 87 youths were assisted with CDBG-CV funds during the FY 22-23 report period. The activity is complete.	

PGM Year: 2022
Project: 0001 - Public Facility Acquisition
IDIS Activity: 32 - Public Facility Acquisition

Status: Completed 6/30/2023 12:00:00 AM
Location: Address Suppressed
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Acquisition of Real Property (01)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/29/2022

Description:

CDBG funds will be used to assist with the acquisition of a condominium to preserve long term affordability.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC060606	$13,026.57	$13,026.57	$13,026.57
		2021	B21MC060606	$14,553.26	$14,553.26	$14,553.26
		2022	B22MC060606	$159,344.17	$159,344.17	$159,344.17
Total	**Total**			**$186,924.00**	**$186,924.00**	**$186,924.00**

Proposed Accomplishments

People (General) : 4

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	5	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	5
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	5
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The City completed the acquisition of a housing unit during the FY 22-23 report period to be used as transitional housing for a homeless family. The City entered into an agreement with Family Assistance Ministries (FAM) to manage the unit including tenant selection. FAM will provide supportive services for unit residents. FAM reports that on March 2, 2023, a five-person family was placed in the unit. The project (acquisition) is complete.	

PGM Year: 2022
Project: 0002 - Fair Housing Foundation
IDIS Activity: 33 - Fair Housing Foundation

Status: Completed 6/30/2023 12:00:00 AM
Location: 12 Journey Aliso Viejo, CA 92656-5335

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/29/2022

Description:

CDBG funds to support fair housing outreach, education and enforcement.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060606	$3,500.00	$3,500.00	$3,500.00
Total	**Total**			**$3,500.00**	**$3,500.00**	**$3,500.00**

Proposed Accomplishments

People (General) : 62

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	45	11
Black/African American:	0	0	0	0	0	0	4	1
Asian:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**55**	**12**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	22
Low Mod	0	0	0	11
Moderate	0	0	0	10
Non Low Moderate	0	0	0	12
Total	0	0	0	55
Percent Low/Mod				78.2%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	CDBG funds allocated to support fair housing outreach, education and enforcement services. A total of 55 individuals were assisted during the FY 22-23 report period. Four fair housing allegations were received during the year: 2 re: mental disability, 1 re: gender and 1 re: religion. Three (3) allegations were resolved; 1 case was open for further investigation (mental disability). The majority of fair housing issues addressed during the year include rent increases, evictions and habitability. The activity is complete.	

PGM Year: 2022
Project: 0003 - Family Assistance Ministries
IDIS Activity: 34 - Family Assistance Ministries

Status: Completed 6/30/2023 12:00:00 AM
Location: Address Suppressed

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/29/2022

Description:

Interim housing and support services for homeless families with children.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060606	$7,500.00	$7,500.00	$7,500.00
Total	**Total**			**$7,500.00**	**$7,500.00**	**$7,500.00**

Proposed Accomplishments

People (General) : 8

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	5	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	3	1
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**1**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	9
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	9
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	CDBG funds allocated to provide case management and support services for homeless families with children residing in transitional housing. A total of 9 individuals were assisted during the FY 22-23 report period. The activity is complete.	

PGM Year: 2022
Project: 0004 - CDBG Program Administration
IDIS Activity: 35 - CDBG Program Administration

Status: Completed 6/30/2023 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/29/2022

Description:

CDBG program oversight and coordination.
Admin funds also used for costs associated with preparation of the FY 2023-2027 Consolidated Plan including the FY 23-24 Action Plan.
The activity is complete.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC060606	$43,400.00	$43,400.00	$43,400.00
Total	**Total**			**$43,400.00**	**$43,400.00**	**$43,400.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households: 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

Total Funded Amount:	**$737,646.50**
Total Drawn Thru Program Year:	**$469,356.90**
Total Drawn In Program Year:	**$294,589.78**

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	245,748.54
02 ENTITLEMENT GRANT	228,298.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	474,046.54
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	197,924.00
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	197,924.00
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	43,400.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	241,324.00
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	232,722.54
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	197,924.00
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	197,924.00
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2020 PY: 2021 PY: 2022
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	414,356.82
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	414,356.82
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	100.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	11,000.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	11,000.00
32 ENTITLEMENT GRANT	228,298.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	228,298.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	4.82%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	43,400.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	43,400.00
42 ENTITLEMENT GRANT	228,298.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	228,298.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.01%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2022	1	32	6720862	Public Facility Acquisition	01	LMC	$186,924.00
					01	Matrix Code	$186,924.00
2022	3	34	6803934	Family Assistance Ministries	03T	LMC	$7,500.00
					03T	Matrix Code	$7,500.00
2022	2	33	6759707	Fair Housing Foundation	05J	LMC	$1,699.06
2022	2	33	6803934	Fair Housing Foundation	05J	LMC	$848.10
2022	2	33	6807401	Fair Housing Foundation	05J	LMC	$952.84
					05J	Matrix Code	$3,500.00
Total							$197,924.00

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	**Activity to prevent, prepare for, and respond to Coronavirus**	Activity Name	**Grant Number**	**Fund Type**	Matrix Code	National Objective	**Drawn Amount**
2022	3	34	6803934	No	Family Assistance Ministries	B22MC060606	EN	03T	LMC	$7,500.00
								03T	Matrix Code	$7,500.00
2022	2	33	6759707	No	Fair Housing Foundation	B22MC060606	EN	05J	LMC	$1,699.06
2022	2	33	6803934	No	Fair Housing Foundation	B22MC060606	EN	05J	LMC	$848.10
2022	2	33	6807401	No	Fair Housing Foundation	B22MC060606	EN	05J	LMC	$952.84
								05J	Matrix Code	$3,500.00
				No	Activity to prevent, prepare for, and respond to Coronavirus					$11,000.00
Total										$11,000.00

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	**Drawn Amount**
2022	4	35	6720862	CDBG Program Administration	21A		$10,674.45
2022	4	35	6759707	CDBG Program Administration	21A		$5,478.74
2022	4	35	6803934	CDBG Program Administration	21A		$27,246.81
					21A	Matrix Code	$43,400.00
Total							$43,400.00

PART I: SUMMARY OF CDBG-CV RESOURCES	
01 CDBG-CV GRANT	414,751.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	414,751.00
PART II: SUMMARY OF CDBG-CV EXPENDITURES	
05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	235,532.90
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	235,532.90
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	179,218.10
PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT	
10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	235,532.90
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	235,532.90
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	235,532.90
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%
PART IV: PUBLIC SERVICE (PS) CALCULATIONS	
16 DISBURSED IN IDIS FOR PUBLIC SERVICES	222,049.50
17 CDBG-CV GRANT	414,751.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	53.54%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
20 CDBG-CV GRANT	414,751.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	0.00%

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	3	17	6512426	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$6,267.04
			6538181	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$12,160.72
			6672624	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$37,355.25
			6676334	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$14,657.79
			6803934	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$8,083.95
		18	6512426	CDBG-CV1&3 - South County Outreach	05Q	LMC	$14,089.52
			6538181	CDBG-CV1&3 - South County Outreach	05Q	LMC	$7,917.00
			6657643	CDBG-CV1&3 - South County Outreach	05Q	LMC	$14,344.86
			6672624	CDBG-CV1&3 - South County Outreach	05Q	LMC	$24,357.99
			6759707	CDBG-CV1&3 - South County Outreach	05Q	LMC	$15,934.56
			6803934	CDBG-CV1&3 - South County Outreach	05Q	LMC	$1,880.82
		30	6657643	CDBG-CV3 Age Well Senior Services	05A	LMC	$30,000.00
			6672624	CDBG-CV3 Age Well Senior Services	05A	LMC	$10,000.00
		31	6672624	CDBG-CV3 YMCA	05L	LMC	$3,616.95
			6759707	CDBG-CV3 YMCA	05L	LMC	$7,401.77
			6803934	CDBG-CV3 YMCA	05L	LMC	$13,981.28
	4	19	6720862	CDBG-CV1 - Small Business Loans	18A	LMJ	$2,295.00
			6759707	CDBG-CV1 - Small Business Loans	18A	LMJ	$1,125.00
			6803934	CDBG-CV1 - Small Business Loans	18A	LMJ	$2,563.40
			6804272	CDBG-CV1 - Small Business Loans	18A	LMJ	$7,500.00
Total							**$235,532.90**

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	3	17	6512426	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$6,267.04
			6538181	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$12,160.72
			6672624	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$37,355.25
			6676334	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$14,657.79
			6803934	CDBG-CV1&3 - Family Assistance Ministries	05Q	LMC	$8,083.95
		18	6512426	CDBG-CV1&3 - South County Outreach	05Q	LMC	$14,089.52
			6538181	CDBG-CV1&3 - South County Outreach	05Q	LMC	$7,917.00
			6657643	CDBG-CV1&3 - South County Outreach	05Q	LMC	$14,344.86
			6672624	CDBG-CV1&3 - South County Outreach	05Q	LMC	$24,357.99
			6759707	CDBG-CV1&3 - South County Outreach	05Q	LMC	$15,934.56
			6803934	CDBG-CV1&3 - South County Outreach	05Q	LMC	$1,880.82

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	3	30	6657643	CDBG-CV3 Age Well Senior Services	05A	LMC	$30,000.00
			6672624	CDBG-CV3 Age Well Senior Services	05A	LMC	$10,000.00
		31	6672624	CDBG-CV3 YMCA	05L	LMC	$3,616.95
			6759707	CDBG-CV3 YMCA	05L	LMC	$7,401.77
			6803934	CDBG-CV3 YMCA	05L	LMC	$13,981.28
Total							**$222,049.50**

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

No data returned for this view. This might be because the applied filter excludes all data.

City of Aliso Viejo Analysis of Impediments to Fair Housing Summary

PROPOSED AI GOALS AND STRATEGIES	FY 2022-2023 ACCOMPLISHMENTS
1) In collaboration with the OCHA: a) Attend quarterly Orange County Housing Authority (OCHA) Housing Advisory Committee to enhance the exchange of information regarding the availability, procedures, and policies related to the Housing Assistance Voucher program and regional housing issues. b) Support OCHA's affirmative fair marketing plan and de-concentration policies by providing five-year and annual PHA plan certifications. c) In coordination with OCHA and fair housing services provider, conduct landlord education campaign to educate property owners about State law prohibiting discrimination based on household income.	a) City staff attended online meetings during the reporting period. b) The City provided the PHA Plan certifications to OCHA staff upon request. c) California law expanded "source of income" protections to individuals who use housing rent assistance (e.g., Housing Choice Voucher) effective January 2020. The Fair Housing Foundation (FHF) is prepared to receive and address these types of complaints. FHF received no allegations of discrimination based on income from Aliso Viejo residents during the FY 22-23 reporting period.
2) Through the City's fair housing contractor: a) Provide fair housing education and information to apartment managers and homeowner associations on why denial of reasonable modifications/accommodations is unlawful. b) Conduct multi-faceted fair housing outreach to tenants, landlords, property owners, realtors, and property management companies. Methods of outreach may include workshops, informational booths, presentations to community groups, and distribution of multi-lingual fair housing literature. c) Provide general fair housing counseling and referral services to address tenant-landlord issues, investigate allegations of fair housing discrimination, and take appropriate actions to conciliate cases or refer to appropriate authorities. d) Include testing/audits within the scope of work with fair housing provider.	a) During the reporting period, the FHF received 2 inquiries regarding reasonable accommodation from Aliso Viejo residents. The inquiries were resolved. b) Because of the COVID-19 pandemic, training sessions for tenants and rental property owners/managers were limited to online platforms – regionally, 54 fair housing workshops, staff training, and tester training were held during the reporting period. All activities were available to Aliso Viejo residents, landlords, and property managers. Additionally, the FHF distributed over 950 pieces of fair housing literature throughout Aliso Viejo during the reporting period. c) The FHF assisted 55 unduplicated Aliso Viejo households by addressing various housing issues, disputes, and inquiries. The primary issues addressed during the reporting period included evictions, rights & responsibilities, and habitability. Most cases were resolved through education and counseling. The FHF received 4 allegations of fair housing law violations from Aliso Viejo residents during the reporting period (1 regarding gender, 1 regarding religious affiliation, and 2 regarding mental disability. 3 cases were resolved through counseling; 1 case regarding religious discrimination was opened for further investigation, but no evidence supporting the allegations was found.

e) Regularly consult with the City's fair housing contractor on potential strategies for affirmatively furthering fair housing on an ongoing basis.	d) FHF conducts its audits based on the most common protected classes; however, no audits or testing were conducted for Aliso Viejo during FY 22-23. e) On an annual basis, City staff discuss fair housing programming strategies with the FHF regarding education and enforcement activity.
3) Support local eviction prevention strategies to reduce the number of homeless individuals and families (homelessness prevention services).	▪ The City used CDBG-CV funds to support services to prevent the loss of housing due to COVID-19.
4) Prepare a new Housing Element that is compliant with all current State laws and is certified by the California Department of Housing and Community Development (HCD).	▪ On January 19, 2022, the City adopted its 6th Cycle Housing Element, which was submitted to HCD for certification. HCD reviewed the draft Housing Element and issued a response letter, which includes a list of items to be addressed for certification. City staff continues to prepare a revised draft that addresses the HCD response letter. The Housing Element is anticipated to be certified during FY 22-23.
5) Update zoning ordinance to comply with current State law.	▪ The City will revise its zoning ordinance to ensure that regulations pertaining to density bonus, supportive housing, and low barrier navigation centers are consistent with State law during the FY 22-23 reporting period.

CITY OF ALISO VIEJO
NOTICE OF PUBLIC REVIEW PERIOD
AND CITY COUNCIL PUBLIC MEETING

NOTICE IS HEREBY GIVEN that on Wednesday, October 4, 2023, at 7:00 pm (or as soon thereafter as possible), the City Council of the City of Aliso Viejo will conduct a public meeting to consider the following:

APPROVAL AND AUTHORIZATION TO SUBMIT THE CITY OF ALISO VIEJO'S 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS (CDBG-CV) FUNDS

City Council Meeting Location: City Hall Council Chambers, 12 Journey, Suite 150, Aliso Viejo, CA 92656

2022-2023 CAPER

The City of Aliso Viejo is a recipient of Community Development Block Grant (CDBG) funds, awarded to the City by the U.S. Department of Housing and Urban Development (HUD). To receive CDBG funds, the City must prepare a multi-year strategic plan known as the Consolidated Plan. At the beginning of each year, the City also prepares a one-year expenditure plan outlining the planned use of CDBG funds. Additionally, with the approval of the CARES Act of 2020, the City also received CDBG-CV funds, which were used to prevent, prepare for, or respond to local impacts of the COVID-19 pandemic. The primary beneficiaries of CDBG and CDBG-CV funds are lower-income Aliso Viejo residents.

At the conclusion of the fiscal year, the City must prepare a year-end performance report known as the Consolidated Annual Performance and Evaluation Report (CAPER). The 2022-2023 CAPER covers the period of July 1, 2022, through June 30, 2023, and provides a summary of activities undertaken with CDBG and CDBG-CV funds during the reporting period.

Public Comment Period

The draft 2022-2023 CAPER will be available for public review at the City of Aliso Viejo City Hall and on the City's website www.avcity.org. The review period will begin on September 14, 2023, and end on September 28, 2023. Members of the public may submit written comments during the public review and comment period. Comments should be submitted no later than 5:00 p.m. September 28, 2023, to Rose Rivera, Senior Planner, City of Aliso Viejo, 12 Journey, Suite 100, Aliso Viejo, California 92656 or by email to rrivera@avcity.org. Comments will continue to be accepted during the public meeting, through the close of the public comment period. Please reference the 2022-2023 CAPER and City Council meeting date in any correspondence.

INVITATION TO BE HEARD: All interested persons will be given an opportunity to comment on this item at the public meeting. In addition, written comments may be submitted to the City Council prior to the meeting, to the attention of: Mitzi Ortiz, MMC, City Clerk, City of Aliso Viejo, 12 Journey, Suite 100, Aliso Viejo, California 92656. Please reference the title and date of meeting in any correspondence.

If you wish to challenge the above projects in court, the challenge will be limited only to those issues you or someone else raised at the public meeting or in written correspondence delivered to the City at or before the public meeting as described in this notice.

The agenda materials pertaining to this item will be made available for public review at the City and on the City's website at www.avcity.org by approximately 4:30 pm on September 28, 2023. Please contact Planning Services at (949) 425-2525 or planning@avcity.org if you have any questions regarding the agenda materials.

It is the intention of the City of Aliso Viejo to comply with the Americans with Disabilities Act (ADA). If you require special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (949) 425-2505 at least 48 hours before the meeting to inform us of your particular needs.

/s/Mitzi Ortiz, MMC
City Clerk

1/8-page display ad published in the Aliso Niguel News September 14, 2023

Summary of Public Comments

15-DAY COMMENT PERIOD

TBD

CITY COUNCILMEETING

TBD

City of Aliso Viejo
AGENDA ITEM

DATE: October 4, 2023

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: COMMUNITIES FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) – 2023 SPECIAL TAX REFUNDING BONDS

Recommended Actions:

1. Adopt a Resolution authorizing the 2023 special tax refunding bonds of the Community Facilities District 2005-01 (Glenwood at Aliso Viejo), approving the form Fiscal Agent Agreement, authorizing negotiation of terms of the sale of bonds, approving a Preliminary Official Statement, authorizing preparation of a Final Official Statement; and approving other related documents and actions; and

2. Authorize the City Manager to execute necessary documents for the refinancing of the bonds.

Fiscal Impact:

All costs incurred due to the refinancing of the CFD 2005-01 (the "District") will be paid from costs of issuance and as part of the proceeds of the refunding of the bonds. The Refunding Bonds will not be obligations of the City of Aliso Viejo but will be limited obligations of the District secured solely by the special taxes of the District and amounts held in certain funds and accounts established under the Fiscal Agent Agreement for the District.

The refinancing of the bonds is estimated to provide a net present value savings of over $1.65 million or 6.22% for the remaining term of the bond. It is estimated that the average homeowner will save approximately $727 annually in special taxes without extending the maturity date.

Background:

In 2006, after the receipt of a petition of the property owner, the City formed Community Facilities District No. 2005-1 (Glenwood at Aliso Viejo) (the "District") pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 as amended to finance the acquisition of public improvements incident to the development of the Glenwood at Aliso

Viejo residential project. The District issued Bonds on December 7, 2007, in the amount of $34,070,000 with the final maturity in 2038. All of the 459 residential units in the District have been built and sold.

In 2014, the bonds were refunded in the total principal amount of $32,270,000 with a true interest cost (TIC) of 4.50%. The current outstanding par amount of the 2014 bonds is $26,605,000. The final maturity date is September 1, 2038.

Discussion:

Due to favorable interest rates in the financial markets, the outstanding bonds of the District can now be refunded with the debt to be payable on the refunding bonds to be less than the debt service due on the outstanding bonds. The proposed refunding bonds will have the same final maturity in 2038 and are expected to have an initial principal amount of $23,810,000.

The coupons of the various maturities of the refunding bonds are estimated to be 5.00%. The TIC is estimated to be 4.07%. The average annual savings on debt service payments until the bonds mature are projected at approximately $333,000. These savings are projected to total over $4.66 million over the remaining 15 years of the bonds. The savings will be applied towards reducing property owners' special tax payments starting in FY 2024-25 and are estimated to save property owners an average of approximately $727 per year. Actual savings will depend on market conditions at the time of sale of the Refunding Bonds, which is anticipated for November 2023.

The table below provides a summary of the estimated savings.

	September 25, 2023[1]
Par Amount	$23,810,000
TIC	4.07%
Gross Savings	$4,662,603
% Savings	6.22%
NPV Savings	$1,653,831
Total Refunding Debt Service	$34,484,147
Ave. Annual Savings per Household[2]	$727
Ave. Total Savings per Household[3]	$10,179

[1] Interest rates + 25 bps. Cash flows assume a reserve requirement satisfied with 50% surety policy and 50% cash and uniform savings throughout. Assumes estimated Surety cost of 2.20% and no bond insurance.

[2] Calculated as average annual savings divided by 458 homes

[3] Calculated as total gross savings divided by 458 homes

City Attorney:

All bond documents have been reviewed by bond counsel at Best, Best, and Krieger.

Attachments:

1. Resolution
2. Fiscal Agent Agreement
3. Preliminary Official Statement
4. Bond Purchase Agreement
5. Irrevocable Refunding Instructions
6. Presentation

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) OF THE CITY OF ALISO VIEJO DESIGNATED THE 2023 SPECIAL TAX REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $26,000,000, AND THE REFUNDING OF PRIOR SPECIAL TAX BONDS OF SUCH DISTRICT, APPROVING THE FORM OF A FISCAL AGENT AGREEMENT AND AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, APPROVING A PRELIMINARY OFFICIAL STATEMENT, AUTHORIZING PREPARATION OF A FINAL OFFICIAL STATEMENT AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo (the "District") was established on April 20, 2005 pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the California Government Code) (the "Act"), by adoption by the City Council (the "City Council") of the City of Aliso Viejo (the "City") of Resolution No. 2005-024; and

WHEREAS, on April 20, 2005, a special election was duly held at which more than two-thirds of the votes cast at said election were in favor of incurring bonded indebtedness, among other things; and

WHEREAS, on December 6, 2007, the District issued its "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2007 Special Tax Bonds" (the "2007 Bonds"), in the aggregate principal amount of $34,070,000, for the purpose of funding the provision of certain public facilities; and

WHEREAS, on February 13, 2014, and pursuant to that certain Fiscal Agent Agreement, dated as of January 1, 2014 (the "Prior Fiscal Agent Agreement"), by and between the City, for and on behalf of the District, and The Bank of New York Mellon Trust Company, N.A. (the "Prior Fiscal Agent), the District issued its "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2014 Special Tax Refunding Bonds" (the "Prior Bonds"), in the aggregate principal amount of $32,270,000, for the purpose of refunding the outstanding 2007 Bonds; and

WHEREAS, as a result of a combination of favorable conditions in the municipal bond market and the level of development, diversity of ownership and increase in value of the properties within the District, the City Council has determined that it is necessary that bonds of the District to be designated "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds" be issued in an aggregate principal amount not to exceed $26,000,000 (the "Bonds") for

the purpose of refunding the Prior Bonds in order to provide debt service savings and reduce the amount of the levy of the special taxes within the District; and

WHEREAS, the Bonds shall be issued pursuant to the terms and provisions of the Act and the statement of goals and policies of the City Council regarding the establishment of community facilities districts, as amended to date (the "Goals and Policies"); and

WHEREAS, payment of the principal of and interest on the Bonds will be secured by special taxes to be levied on parcels of taxable property in the District (the "Special Taxes"); and

WHEREAS, pursuant to Section 53345.8 of the California Government Code, the City Council, as the legislative body of the District, may sell bonds of the District only if it determines prior to the award of the sale of such bonds that the value of the real property that would be subject to the special tax to pay debt service on such bonds will be at least three (3) times the principal amount of such bonds to be sold and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District; and

WHEREAS, Koppel & Gruber Public Finance, the special tax consultant to the City, has determined, based on a review of the Orange County Assessor's Assessment Roll for fiscal year 2023-24, that the total assessed value of taxable property in the District is $488,007,311; and

WHEREAS, upon the issuance of the Bonds and the deposit of the appropriate portion of the proceeds of the sale of the Bonds in the Principal Account established under the Prior Fiscal Agent Agreement, the Prior Bonds will be redeemed and the property in the District will no longer be subject to the levy of special taxes to pay debt service on the Prior Bonds; and

WHEREAS, upon the issuance of the Bonds, there will be no other bonds outstanding, other than the Bonds, that are secured by a special tax or a special assessment levied on property within the District; and

WHEREAS, there has been presented to the City Council a form of Bond Purchase Agreement (the "Bond Purchase Agreement") whereby Piper Sandler & Co., as underwriter (the "Underwriter") will purchase the Bonds from the District; and

WHEREAS, there has also been presented to the City Council a form of Fiscal Agent Agreement with respect to the Bonds (the "Fiscal Agent Agreement") to be executed and delivered by the City, for and on behalf of the District, and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"), whereby the Fiscal Agent will authenticate and deliver the Bonds and perform certain other duties; and

WHEREAS, there has also been presented to the City Council a form of Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement"); and

WHEREAS, there has also been presented to the City Council a form of Continuing Disclosure Agreement to be executed and delivered by the City and Koppel & Gruber Public Finance, as Dissemination Agent (the "Continuing Disclosure Agreement"), for the benefit of the owners of the Bonds and in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule"); and

WHEREAS, pursuant to Government Code Section 5852.1, the City Council has obtained from Fieldman, Rolapp & Associates, Inc., its Municipal Advisor (the "Municipal Advisor"), certain good faith estimates of (a) the true interest cost of the Bonds, (b) the finance charge of the Bonds, (c) the amount of proceeds received for the sale of the Bonds, less the finance charge and any reserves or capitalized interest paid or funded with the proceeds of the Bonds, and (d) the total payment amount calculated to the final maturity of the Bonds, and such estimates are disclosed and set forth in Exhibit A attached hereto; and

WHEREAS, the City Council has considered the forms of the Fiscal Agent Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Continuing Disclosure Agreement, and has determined that it is in the best interest of the owners of property in and the residents of the District that the City Council authorize the issuance and sale of the Bonds and the execution and delivery of said agreements and certificate, and approve and authorize the distribution of the Preliminary Official Statement, subject to the conditions hereinafter contained.

NOW, THEREFORE, the City Council of the City of Aliso Viejo, California, acting for and on behalf of the District and in its capacity as the legislative body of the District, hereby resolves as follows:

Section 1. Findings and Determinations. The City Council hereby finds and determines (a) that the preceding recitals are true and correct, (b) that, pursuant to Section 53360.4 of the Act, the sale of the Bonds by a negotiated sale, without advertising for bids, will result in a lower overall cost to the District, and (c) in accordance with Section 53345.8 of the Act, that if the Bonds are issued and sold in an aggregate principal amount that does not exceed $26,000,000, the value of the parcels of real property within the District that will be subject to the levy of the Special Taxes to pay the principal of and interest on the Bonds will be more than three (3) times the aggregate principal amount of the Bonds and any other bonds secured by a special tax or a special assessment levied on property within the District after giving effect to the redemption of the Prior Bonds.

In furtherance of the issuance of the Bonds, the City Council hereby makes the following further findings and determinations: (i) in accordance with Section 53363 of the Act, it is prudent in the management of the fiscal affairs of the City, the City Council and the District to issue the Bonds for the purpose, *inter alia*, of refunding the Prior Bonds on

a current basis, (ii) in accordance with Section 53362.5 of the Act, the total interest cost to maturity on the Bonds being issued to refund the Prior Bonds plus the principal amount of the Bonds being issued to refund the Prior Bonds will not exceed the total interest cost to maturity on the Prior Bonds plus the principal amount of the Prior Bonds, (iii) the issuance of the Bonds is in compliance with the City's Goals and Policies, and (iv) in satisfaction of the requirements contained in Section 53364.2 of the Act, the City Council hereby determines that any savings achieved through the issuance of the Bonds shall be used to reduce special taxes of the District.

For purposes of Section 53363.2 of the Act, the City Council hereby further finds and determines that (i) it is expected that the purchase of the Bonds will occur on or after December 5, 2023, (ii) that the date, denomination, maturity dates, places of payment and form of the Bonds shall be as set forth in the Fiscal Agent Agreement, as executed, (iii) that the Bonds will bear interest at the minimum rate of 0.10% per annum, with the actual rate or rates to be set forth in the Fiscal Agent Agreement as executed; (iv) the place of payment for the Prior Bonds shall be as set forth in the Prior Fiscal Agent Agreement; and (v) the designated costs of issuing the Bonds shall be as described in Section 53363.8(a), (b)(2), and (c) of the Act, and as otherwise described in the Fiscal Agent Agreement, in the Official Statement for the Bonds, and in the closing certificates for the Bonds, including Bond Counsel fees and expenses, Disclosure Counsel fees and expenses, Underwriter's discount, rating agency fees, if any, printing costs for the Official Statement, premium for municipal bond insurance for the Bonds and a reserve fund surety for the Bonds, if any, Special Tax Consultant, Municipal Advisor, and initial Fiscal Agent fees, and costs of City staff incurred in connection with the sale and issuance of the Bonds.

Section 2. Authorization of the Issuance of the Bonds. The City Council authorizes the issuance and sale of the Bonds in an aggregate principal amount not to exceed $26,000,000, and the City Manager (the "City Manager"), the Director of Financial Services/City Treasurer (the "Director of Financial Services/City Treasurer") and such other designee of the City Manager (each of the City Manager, the Director of Financial Services/City Treasurer and any such designee, an "Authorized Officer") are authorized and directed to take all steps and actions and execute all documents which are necessary to accomplish the issuance, sale and delivery of the Bonds pursuant to the authorization given by and the conditions specified in this resolution. The Mayor and the City Clerk are authorized to execute the Bonds for and on behalf of the District by their manual or facsimile signatures. The Bonds shall be dated as of their date of delivery pursuant to the Bond Purchase Agreement. The last maturity date of the Bonds shall not be later than the last maturity date of any of the Prior Bonds.

Each Authorized Officer, acting on behalf of the City or the District, as applicable, is hereby authorized and directed to execute and deliver the final form of the various documents and instruments described in this Resolution, with such additions thereto or changes therein as such Authorized Officer may deem necessary and advisable; provided, however, that no additions or changes shall authorize an aggregate principal

amount of the Bonds in excess of the amount specified in the preceding paragraph. The approval of such additions or changes shall be conclusively evidenced by the execution and delivery of such documents or instruments by an Authorized Officer, following consultation with and review by Best Best & Krieger LLP, as Bond Counsel ("Bond Counsel").

Section 3. Approval of Fiscal Agent Agreement. The Fiscal Agent Agreement which provides generally for (i) the authentication and delivery by the Fiscal Agent of the Bonds, (ii) the establishment and administration by the Fiscal Agent of certain funds and accounts for the benefit of the District and the owners of the Bonds, (iii) the payment by the Fiscal Agent of the principal of and interest on the Bonds from the Special Tax Revenues (as defined therein), and (iv) the performance of other duties by the Fiscal Agent, is approved in the form submitted to the City Council at the meeting at which this resolution is adopted.

Section 4. Appointment of Fiscal Agent. The Bank of New York Mellon Trust Company, N.A., is appointed as Fiscal Agent pursuant to the Fiscal Agent Agreement, to take any and all action provided therein to be taken by the Fiscal Agent.

Section 5. Approval of Preliminary Official Statement; Preparation of Final Official Statement. The Preliminary Official Statement is hereby approved, and each of the Authorized Officers is authorized to consent to and assist in the preparation of such modifications thereto as may be specified by Best Best & Krieger LLP, disclosure counsel to the City and District ("Disclosure Counsel"). Each of the Authorized Officers is authorized to determine, with the assistance of Disclosure Counsel, when the Preliminary Official Statement is to be deemed final within the meaning of the Rule and to deliver a certificate to that effect to the Underwriter. The Underwriter is authorized to distribute the Preliminary Official Statement as approved hereby, or as modified with the consent of one of the Authorized Officers, to prospective purchasers of the Bonds. The Authorized Officers are authorized to participate in the preparation of the Final Official Statement, based on the Preliminary Official Statement, and such modifications thereto as may be agreed to by Disclosure Counsel and the Underwriter. An Authorized Officer is authorized to sign the Final Official Statement on behalf of the City and the District.

Section 6. Issuance of Bonds. The City Council approves and authorizes the issuance and sale of the Bonds by negotiation with the Underwriter and the City pursuant to the Bond Purchase Agreement, by and between the City and the Underwriter, in the form presented to the City Council at the meeting at which this Resolution is adopted, together with any changes therein or additions thereto which are deemed advisable by an Authorized Officer, upon consultation with Bond Counsel. An Authorized Officer is authorized and directed to execute and deliver the final form of the Bond Purchase Agreement on behalf of the City and the District upon the submission of an offer by the Underwriter to purchase the Bonds, which offer is acceptable to an Authorized Officer and is consistent with the requirements of this Resolution; provided that the aggregate principal amount of the Bonds shall not exceed $26,000,000, the Underwriter's discount

for the purchase of the Bonds shall not exceed 0.60% of the aggregate principal amount of the Bonds, and the last maturity date of the Bonds shall not be later than the last maturity date of the Prior Bonds. When an Authorized Officer has negotiated the Bond Purchase Agreement with the Underwriter within the parameters specified above and when the other terms and conditions are satisfactory to an Authorized Officer and Bond Counsel, an Authorized Officer is authorized to execute and deliver the Bond Purchase Agreement to the Underwriter on behalf of the City and the District.

No Authorized Officer shall execute and deliver the Bond Purchase Agreement, however, unless the total net interest cost to maturity of the Bonds plus the principal amount of the Bonds will be less than the total net interest cost to maturity with respect to the Prior Bonds, plus the principal amount of the Prior Bonds, and before executing and delivering the Bond Purchase Agreement, the Authorized Officer shall receive verbal verification from its Municipal Advisor that such total net interest cost and principal amount with respect to the Bonds will be achieved.

Section 7. Reserve Fund and Other Funds Related to the Prior Bonds. Each Authorized Officer is authorized to direct the fiscal agent for the Prior Bonds, and said fiscal agent is authorized, to transfer the amount on deposit in the funds and accounts that are held by the fiscal agent pursuant to the Prior Fiscal Agent Agreement for the Prior Bonds, including the reserve fund for the Prior Bonds, to be used to redeem the Prior Bonds, or to transfer the amount of deposit in such reserve fund to the Reserve Fund for the Bonds, whichever an Authorized Officer determines, in consultation with Bond Counsel, is most appropriate.

Section 8. Notice of Redemption. Each Authorized Officer is authorized and directed to provide for the mailing, and the Prior Fiscal Agent, in its capacity as fiscal agent for the Prior Bonds is authorized to mail notice, of the redemption of Prior Bonds to the registered owners thereof as required by Section 53365 of the California Government Code and the Prior Fiscal Agent Agreement. Pursuant to said Section 53365, an Authorized Officer shall also provide for the mailing of, and the Prior Fiscal Agent shall mail, notice of the redemption of the Prior Bonds to the underwriter of the Prior Bonds.

Section 9. Approval of Continuing Disclosure Agreement. The Continuing Disclosure Agreement is approved in the form submitted to the City Council at the meeting at which this resolution is adopted, and an Authorized Officer is authorized to execute and deliver said agreement on behalf of the City and the District.

Section 10. Authorization to Apply for and Accept Municipal Bond Insurance and Reserve Fund Surety. An Authorized Officer, with the assistance of the Municipal Advisor and the Underwriter, is hereby authorized to apply for and, if deemed cost effective, accept any commitment (a) to provide municipal bond insurance for the Bonds and/or (b) to provide a reserve fund surety for the Bonds. An Authorized Officer is hereby authorized to execute any commitment letter and to do any and all other things and to deliver any and all documents necessary or advisable in order to obtain such rating

and/or such municipal bond insurance and reserve fund surety, if any. An Authorized Officer, with the assistance of the Municipal Advisor and the Underwriter, are hereby further authorized to apply for a rating on the Bonds with any nationally recognized rating agency or agencies that the Authorized Officer deems advisable.

Section 11. **Action**. All actions heretofore taken by an Authorized Officer and the other officers and agents of the City, acting for and on behalf of the City or the District, with respect to the sale and issuance of the Bonds are hereby approved, confirmed, and ratified, and the proper officers of the City, acting for and on behalf of the City or the District, as applicable, are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements, contracts, and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with the Act, this Resolution, the Fiscal Agent Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement and any certificate, agreement, contract, and other document described in the documents herein approved.

Section 12. **Appointment of Professionals**. The City Council hereby appoints Best Best & Krieger LLP as Bond Counsel and Disclosure Counsel to the City and the District, Fieldman, Rolapp & Associates, Inc. as Municipal Advisor to the City and the District, and Piper Sandler & Co. as Underwriter with respect to the Bonds.

Section 13. **Conditions of Approval**. The approvals, authorization and direction given by this resolution are conditioned upon the satisfaction of the requirements of Section 6 hereof with respect to the issuance and sale of the Bonds. The officers of the City designated above shall not take any action with respect to the execution and delivery of the Fiscal Agent Agreement, the Continuing Disclosure Agreement, and the Bond Purchase Agreement or the issuance, sale and delivery of the Bonds unless and until such conditions are satisfied; provided, however, that upon satisfaction of such conditions, this resolution shall be fully effective and shall be carried out by such officers without further approval or action of the City Council. The Bonds may be sold, and the Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Preliminary Official Statement, and the Final Official Statement may be dated, entered into, executed and delivered or distributed, as appropriate, on any date selected by the City Manager or the Director of Financial Services/City Treasurer and the Underwriter prior to said date.

Section 14. Effective Date. This resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED this 4th day of October, 2023.

Richard Hurt
Mayor

ATTEST:

_____
Mitzi Ortiz. MMC
City Clerk

APPROVED AS TO FORM:

_____
Scott C. Smith
City Attorney

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 4th day of October, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds authorized by this Resolution. Such good faith estimates have been provided to the City by Fieldman, Rolapp & Associates, Inc. (the "Municipal Advisor"), based on the financing plan, and projected market conditions and preliminary sizing prepared by Piper Sandler & Co. as underwriter for the Bonds.

Estimated Principal Amount. The Municipal Advisor has informed the City that, based on the financing plan and projected market conditions, the good faith estimate of the aggregate principal amount of the Bonds is $23,810,000 (the "Estimated Principal Amount").

True Interest Cost. The Municipal Advisor has informed the City that the good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 4.07%

Finance Charge. The Municipal Advisor has informed the City that the good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties for costs in connection with the issuance and sale of the Bonds (the "Finance Charge"), is $401,223.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that the good faith estimate of the amount of proceeds of the Bonds expected to be received by the District, less the Finance Charge, and any reserves or capitalized interest paid or funded with the proceeds of the Bonds, is $23,865,942.

Total Payment Amount. The Municipal Advisor has informed the City that the good faith estimate of the total payment amount, which means the sum total of all principal and interest payments made for the Bonds, plus the Finance Charge, not paid with the proceeds of the financing, calculated to the final maturity of the Bonds, is $35,210,592.

The estimates above may differ from the actual amounts due to (a) the actual dated date of the Bonds being different from the date assumed for purposes of such estimates, (b) the actual aggregate principal amount of the Bonds being different from the Estimated Principal Amount, (c) the actual interest rates on the Bonds being different from the estimated interest rates at the time of preparation of these good faith estimates, (d) the actual amortization of the debt service on the Bonds being different from the amortization assumed for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual dated date of the Bonds and the actual aggregate principal amount of the Bonds will be determined by the City based on market conditions and other factors.

FISCAL AGENT AGREEMENT

by and between

CITY OF ALISO VIEJO
for and on behalf of its
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Fiscal Agent

Dated as of December 1, 2023

Relating to

$[_____]
Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo)
of the City of Aliso Viejo
2023 Special Tax Refunding Bonds

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EXHIBIT A – FORM OF BOND A-1

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is entered into and dated as of December 1, 2023, by and between the City of Aliso Viejo, a municipal corporation (the "City"), for and on behalf of Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo, County of Orange, State of California (the "District"), and The Bank of New York Mellon Trust Company, N.A., a national banking association, duly organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "City Council") has previously established the District pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"); and

WHEREAS, on February 13, 2014, bonds of the District designated "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2014 Special Tax Refunding Bonds" (the "Prior Bonds") were issued in the aggregate principal amount of $32,270,000 and are currently outstanding in the aggregate principal amount of $26,605,000; and

WHEREAS, the City Council has determined that it is in the best interest of the owners of property in the District that bonds of the District designated as "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds" (the "Bonds") be issued to defease and refund the Prior Bonds of the District; and

WHEREAS, the City Council has determined that the Bonds shall be issued in the aggregate principal amount of $[_____]; and

WHEREAS, all things necessary to cause the Bonds, when executed by the City and authenticated by the Fiscal Agent for the District and issued pursuant to the Act, the Resolution (as hereinafter defined) and this Agreement provided, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the authorization, execution and delivery of this Agreement and the authorization, execution, authentication and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and/or the District shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the owner of any of the Bonds with the same rights it would have if it were not Fiscal Agent. If Parity Bonds are issued for the purpose of discharging the indebtedness of a portion of the Outstanding Bonds, as provided in Section 9.03 hereof, the provisions of this Section 1.02 shall apply to such Parity Bonds to the same extent and with the same effect as they apply to the Bonds.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion, or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City or its designee in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, complying with the disclosure provisions of the Act, the Continuing Disclosure Agreement relating to the Bonds, and this Agreement, including those related to public inquiries regarding the Special Tax and disclosures to Bondowners and the Original Purchaser; the costs of the City or any designee of the City related to an appeal of the Special Tax) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02 hereof, the fees and expenses of the Municipal Advisor, the fees and expenses of the Independent Financial Consultant, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder and, in the case of the City, in any way related to the administration of the District.

"Administrative Expense Fund" means the fund by that name established by Section 3.04(A) hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds scheduled to be paid.

"Auditor" means the Auditor-Controller of the County of Orange.

"Authorized Officer" means the City Manager, the Director of Financial Services/City Treasurer, and any other officer or employee of the City authorized by the City Council or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.02(A) hereof.

"Bond Insurer" means [TO COME], as issuer of the Debt Service Reserve Insurance Policy.

"Bond Year" means the period beginning on the Closing Date and ending on September 1, 2024 and thereafter the period beginning on each September 2 and ending on the following September 1.

"Bonds" means, unless otherwise expressly provided, the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds, authorized by and at any time Outstanding pursuant to the Act and this Agreement.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the State of California or in any state in which the Fiscal Agent has its Principal Office are authorized or obligated by law or executive order to be closed.

"City" means the City of Aliso Viejo, California.

"City Council" means the City Council of the City.

"City Manager" means the City Manager of the City.

"Closing Date" means the date upon which there is an exchange of the Bonds for the Proceeds representing payment of the purchase price of the Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement, executed by the City on behalf of the District and Koppel & Gruber Public Finance, as dissemination agent, and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, including but not limited to the preliminary official statement and official statement regarding the

Bonds, closing costs, filing and recording fees, initial fees, expenses, and charges of the Fiscal Agent including its first annual administration fee and the fees and expenses of its counsel, expenses incurred by the City in connection with the issuance of the Bonds, underwriter's discount relating to the Bonds, including the fees of Bond Counsel and Disclosure Counsel, Municipal Advisor's fees, charges for authentication, transportation and safekeeping of the Bonds, rating agency fees, premium for a bond insurance policy, if any, securing payment of the Bonds, premium for a reserve surety, if any, for the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established by Section 3.05(A) hereof.

"Debt Service" means the amount of interest and principal payable on the Bonds scheduled to be paid during the period of computation, excluding amounts payable during such period which relate to principal of the Bonds which are scheduled to be retired and paid before the beginning of such period.

"Debt Service Reserve Insurance Policy" means the municipal bond debt service reserve insurance policy issued by the Bond Insurer as Policy Number [TO COME] in the stated amount of $[AMOUNT], deposited into the Reserve Fund relating to the Bonds.

"Defeasance Securities" means, for purposes of Section 9.03(C) hereof, the following:

(i) Cash;

(ii) United States Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs");

(iii) Direct obligations of the United States Treasury which have been stripped by the Treasury itself, CATS, and similar securities;

(iv) Resolution Funding Corporation (REFCORP) obligations; provided that only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book-entry form are acceptable;

(v) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's; provided, however, that if the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct United States or United States guaranteed obligations, or "AAA" rated pre-refunded municipal bonds; and

(vi) Obligations issued by the following agencies which are backed by the full faith and credit of the United States of America:

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Federal Financing Bank

(c) General Services Administration
Participation certificates

(d) United States Maritime Administration
Guaranteed Title XI financing

(e) United States Department of Housing and Urban Development
Project notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
United States Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds.

"Director of Financial Services/City Treasurer" means the Director of Financial Services/City Treasurer of the City.

"District" means Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo, County of Orange, State of California.

"Federal Securities" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein (as to which the Fiscal Agent is entitled to rely upon investment direction from the City as a deemed certification that such investment constitutes a legal investment):

(i) Cash; and

(ii) Direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS), or obligations, the timely payment of principal of and interest on which is fully and unconditionally guaranteed by, the United States of America.

"Fiscal Agent" means The Bank of New York Mellon Trust Company, N.A., the Fiscal Agent appointed by the City, acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Independent Financial Consultant" means a firm of certified public accountants, a financial consulting firm, a consulting engineering firm or engineer which is not an employee of, or otherwise controlled by, the City or the Special Tax Consultant.

"Information Services" means the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board; and, in accordance with then current guidelines of the

Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as may be designated in a Certificate of the City delivered to the Fiscal Agent.

"Interest Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2024.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement excluding interest earned and gains and losses on the investment of moneys in the Rebate Fund.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Moody's" shall mean Moody's Investors Service, Inc., a national rating service with offices in New York, New York.

"Municipal Advisor" means an independent financial consulting firm appointed by the City to advise the City as to financial matters relating to the Bonds.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City or resolution of the City Council levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to the Bonds, means (subject to the provisions of Section 8.04 hereof) all Bonds except:

(i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(ii) Bonds called for redemption which, for the reasons specified in Section 2.03(G) hereof, are no longer entitled to any benefit under this Agreement other than the right to receive payment of the redemption price therefor;

(iii) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(iv) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City and authenticated by the Fiscal Agent pursuant to this Agreement or any Supplemental Agreement.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Parity Bonds" means bonds issued by the District pursuant to Section 2.12 hereof, for the purpose of accomplishing the defeasance and refunding of a portion of the Outstanding Bonds pursuant to Section 9.03 hereof, and that are secured by a pledge of and lien upon the Special Tax Revenues and funds pledged herein for the payment of the Bonds hereunder on a parity with the Outstanding Bonds.

"Permitted Investments" means:

(i) Federal Securities; and

(ii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(a) U.S. Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership

(b) Federal Financing Bank

(c) Federal Housing Administration Debentures

(d) General Services Administration
Participation certificates

(e) Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations

(f) U.S. Maritime Administration
Guaranteed Title XI financing

(g) U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures
U.S. Public Housing Notes and Bonds - United States government guaranteed public housing notes and bonds;

(iii) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

(a) Federal Home Loan Bank System
Senior debt obligations

(b) Federal Home Loan Mortgage Corporation
Participation Certificates
Senior debt obligations

(c) Federal National Mortgage Association
Mortgage-backed securities and senior debt obligations

(d) Student Loan Marketing Association
Senior debt obligations

(e) Resolution Funding Corporation (REFCORP) obligations

(f) Farm Credit System
Consolidated systemwide bonds and notes;

(iv) Money market mutual funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of "AAAm-G," "AAA-m" or "AA-m" and, if rated by Moody's, rated "Aaa," "Aa1" or "Aa2" by Moody's, including funds for which the Fiscal Agent or any of its affiliates provides investment management services or any mutual fund for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from funds for services rendered, (ii) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(v) Unsecured certificates of deposit and time deposits (having maturities of not more than 365 days) of any bank whose short-term obligations are rated on the date of purchase "A-1+" or better by Standard & Poor's and "P-1" by Moody's, and certificates of deposit (including those of the Fiscal Agent, its parent and its affiliates) secured at all times by collateral of the type that may be used by a national bank for purposes of satisfying its obligations to collateralize pursuant to federal law and which are issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated on the date of purchase "A-1" or better by Standard & Poor's and Moody's;

(vi) Certificates of deposit (including those placed by a third party pursuant to agreement between the City and the Fiscal Agent), demand deposits, other deposit products, or bankers acceptances of depository institutions, including the Fiscal Agent or any of its affiliates, trust accounts, trust funds, overnight bank deposits, time deposits, interest bearing accounts, money-market accounts, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including the Deposit Insurance

Fund, or are rated in the "A" long term rating category or higher by Moody's or Standard & Poor's;

(vii) Investment agreements with domestic or foreign banks or corporations the long-term debt or claims paying ability of which or, in the case of a guaranteed corporation, the long-term debt, or, in the case of a monoline financial guaranty insurance company, the claims paying ability or financial strength, of the guarantor is rated in at least the double A category by Standard & Poor's and Moody's; provided that, by the terms of the investment agreement:

(a) interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay debt service on the Bonds;

(b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice;

(c) the investment agreement shall provide that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof;

(d) the City and the Fiscal Agent receive the opinion of domestic counsel (which opinion shall be addressed to the City and the Fiscal Agent) that such investment agreement is legal, valid, binding upon and enforceable against the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable to, and addressed to, the City and the Fiscal Agent;

(e) the investment agreement shall provide that if, during its term,

(1) the provider's rating by either Standard & Poor's or Moody's falls below "AA-" or "Aa3," respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with the applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Fiscal Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims, the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to Standard & Poor's and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) assign the investment agreement and all of its obligations thereunder to a financial institution mutually acceptable to the provider and the City which is rated either in the first or second highest category by Standard & Poor's and Moody's; and

(2) the provider's rating by either Standard & Poor's or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the City or the Fiscal Agent, within ten (10) days of receipt of such direction, repay the principal

of and accrued but unpaid interest on the invested funds, in either case with no penalty or premium to the City or the Fiscal Agent, as appropriate; and

(f) the investment agreement shall provide and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this shall mean the Holder of the Collateral is in possession of such collateral); and

(g) the investment agreement shall provide that if, during its term,

(1) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate; and

(2) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc., the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be paid to the City or the Fiscal Agent, as appropriate;

(viii) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by Standard & Poor's;

(ix) Bonds or notes issued by any state or municipality which are rated by Moody's or Standard & Poor's in one of the two highest rating categories assigned by them;

(x) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or better by Standard & Poor's;

(xi) Repurchase or reverse repurchase agreements which satisfy the following criteria:

(a) Repurchase or reverse repurchase agreements must be between the City or the Fiscal Agent and a dealer bank or securities firm which is:

(1) A primary dealer on the Federal Reserve reporting dealer list which is rated "A" or better by Standard & Poor's and Moody's, or

(2) A bank rated "A" or above by Standard & Poor's and Moody's;

(b) The written agreement must include the following:

(1) Securities which are acceptable for transfer are:

(A) direct obligations of the United States government, or

(B) obligations of federal agencies backed by the full faith and credit of the United States of America (or the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)),

(2) The collateral must be delivered to the City or the Fiscal Agent (if the Fiscal Agent is not supplying the collateral) or a third party acting as agent for the Fiscal Agent (if the Fiscal Agent is supplying the collateral) before or simultaneous with payment (perfection by possession of certificated securities),

(3) (A) The securities must be valued weekly, marked-to-market at current market price plus accrued interest, and

(B) The value of the collateral must be at least equal to one hundred four percent (104%) of the amount of money transferred by the Fiscal Agent to the dealer, bank or security firm under the agreement plus accrued interest. If the value of the securities held as collateral is reduced below one hundred four percent (104%) of the value of the amount of money transferred by the Fiscal Agent, then additional acceptable securities and/or cash must be provided as collateral to bring the value of the collateral to one hundred four percent (104%); provided, however, that if the securities used as collateral are those of FNMA or FHLMC, then the value of the collateral must be equal to one hundred five percent (105%) of the amount of money transferred by the Fiscal Agent; and

(c) A legal opinion must be delivered to the City and the Fiscal Agent that the repurchase or reverse repurchase agreement meets the requirements of California law with respect to the investment of public funds; and

(xii) the Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code.

Ratings of Permitted Investments referred to herein shall be determined at the time of purchase of such Permitted Investments and without regard to rating subcategories. The Fiscal Agent shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments or the responsibility to validate the ratings of Permitted Investments prior to the initial purchase.

"Principal Account" means the account by that name established by the Fiscal Agent pursuant to Section 4.02(A) hereof.

"Principal Office" means the corporate trust office of the Fiscal Agent in Los Angeles, California or such other addresses as may be specified in writing by the Fiscal Agent; provided, however, that for purposes of the transfer, registration, exchange, payment and surrender of Bonds, "Principal Office" means the office or agency of the Fiscal Agent at which, at any time, its corporate trust agency business shall be conducted or such other office or address as may be specified in writing by the Fiscal Agent.

"Prior Administrative Expense Fund" means the Administrative Expense Fund established pursuant to the Prior Fiscal Agent Agreement.

"Prior Bonds" means the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2014 Special Tax Refunding Bonds.

"Prior Fiscal Agent" means The Bank of New York Mellon Trust Company, N.A., acting in its capacity as the fiscal agent pursuant to the Prior Fiscal Agent Agreement.

"Prior Fiscal Agent Agreement" means that certain Fiscal Agent Agreement, dated as of January 1, 2014, by and between the City, for and on behalf of the District, and the Prior Fiscal Agent pertaining to the Prior Bonds.

"Priority Administrative Expense Amount" means the amount of $42,007 for Fiscal Year 2023-2024 escalating by 2% each Fiscal Year thereafter during the term of the Bonds and any Parity Bonds.

"Proceeds," when used with reference to the Bonds, means the aggregate principal amount of the Bonds, plus accrued interest and original issue premium, if any, less original issue discount, if any.

"Project" shall have the meaning given such term in the Prior Fiscal Agent Agreement.

"Qualified Debt Service Reserve Instrument" means (i) the Debt Serve Reserve Insurance Policy and (ii) an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent pursuant to Section 4.03, provided that all of the following requirements are met at the time of delivery thereof to the Fiscal Agent: (a) S&P or Moody's have assigned a long-term credit rating to such bank or insurance company of at least "A" or "A2," respectively; (b) such letter of credit or surety bond has a term of at least twelve (12) months.

"Rate and Method of Apportionment of Special Tax" means the Modified Rate and Method of Special Tax for the District approved by the qualified electors of the District at a special election held on November 1, 2006.

"Rebate Certificate" means the certificate delivered by the City upon the delivery of the Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate.

"Rebate Fund" means the fund by that name established by Section 6.02 hereof.

"Record Date" means the fifteenth (15th) day of the month next preceding the applicable Interest Payment Date whether or not such day is a Business Day.

"Registration Books" means the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

"Regulations" means the temporary and permanent regulations of the United States Department of the Treasury promulgated under the Code.

"Reserve Fund" means the fund by that name established by Section 4.03(A) hereof.

"Reserve Requirement" means, on any date in any Bond Year, the least of (i) ten percent (10%) of the Proceeds of the sale of the Bonds, (ii) Maximum Annual Debt Service on the Bonds, or (iii) one hundred twenty-five percent (125%) of average Annual Debt Service on the Bonds, as determined by the City. The Reserve Requirement equals $[____] as of the Closing Date. In no event shall the Reserve Requirement exceed the initial deposit amount into the Reserve Fund.

"Resolution" means Resolution No. [__] adopted by the City Council on, October 4, 2023.

"Responsible Officer" means, when used with respect to the Fiscal Agent, any managing director, president, vice president, senior associate, associate or other officer of the Fiscal Agent within the Principal Office (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Principal Office because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Agreement.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York, 10041-0099, Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Taxes" or "Special Tax" means the special taxes levied by the City Council on parcels of taxable property within the District pursuant to the Act, the Rate and Method of Apportionment of Special Tax, and this Agreement.

"Special Tax Consultant" means an engineer or financial consultant or other such person or firm with expertise in the apportionment and levy of special taxes in community facilities districts which is employed by the City to assist the City in levying the Special Taxes.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Prepayments" means amounts received by the City as prepayments of all or a portion of the Special Tax obligation of a parcel of property in the District.

"Special Tax Prepayments Account" means the account by that name established by the Fiscal Agent in the Bond Fund pursuant to Section 4.02(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including any scheduled payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

"Standard & Poor's" or "S&P" means S&P Global Ratings, and its successors or assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

"Subordinate Bonds" means bonds issued by the District pursuant to Section 2.12 hereof, for the purpose of accomplishing the defeasance and refunding of a portion of the Outstanding Bonds or Parity Bonds pursuant to Section 9.03 hereof, and that are secured by a pledge of and lien upon the Special Tax Revenues and funds pledged herein for the payment of the Bonds and any Parity Bonds hereunder subordinate to the Outstanding Bonds.

"Supplemental Agreement" means an agreement amending and supplementing this Agreement as permitted hereby.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. The Bonds in the aggregate principal amount of $[_____] are hereby authorized to be issued by the City for and on behalf of the District under and subject to the terms of the Resolution, this Agreement, the Act and other applicable laws of the State of California. The Bonds shall be designated "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds" and shall be issued in the form attached hereto as Exhibit A.

Section 2.02. Terms of Bonds.

(A) The Bonds. The Bonds shall be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent. The Bonds shall be dated as of [December 5, 2023].

(B) Maturities. The Bonds shall mature and become payable on September 1 of each year, as follows:

Maturity Dates (September 1)	Principal Amounts	Interest Rates

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(C) Interest. The Bonds shall bear interest at the rates set forth in subsection (B) above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

(D) Method of Payment. Interest on the Bonds is payable by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date, until the principal amount of a Bond has been paid or made available for payment, to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America by check of the Fiscal Agent upon surrender of such Bonds at the Principal Office of the Fiscal Agent. All Bonds paid by the Fiscal Agent pursuant to this subsection shall be canceled by the Fiscal Agent upon surrender.

(E) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to the Owners shall not constitute an event of default or any violation of the City's contract with the Owners and shall not impair the effectiveness of any such notice.

Section 2.03. Redemption.

(A) Optional Redemption. The Bonds maturing on or before September 1, 2030 are not subject to optional call and redemption prior to maturity. The Bonds maturing on or after September 1, 2031 may be redeemed at the option of the City, from any source of available funds, prior to maturity, on any date on or after September 1, 2030, as a whole, or in part from such maturities as are selected by the City, at the following redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	***Redemption Price***
September 1, 2030 through and including August 31, 2031	103%
September 1, 2031 through and including August 31, 2032	102
September 1, 2032 through and including August 31, 2033	101
September 1, 2033 and any date thereafter	100

(B) Mandatory Redemption From Special Tax Prepayments. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected by the City, in integral multiples of $5,000, from moneys derived by the City from Special Tax Prepayments, at redemption prices (expressed as percentages of the principal amounts of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows:

Redemption Period	Redemption Price
March 1, 2024 through and including March 1, 2031	103%
September 1, 2031 and March 1, 2032	102
September 1, 2032 and March 1, 2033	101
September 1, 2033 and any Interest Payment Date thereafter	100

(C) Mandatory Sinking Fund Redemption. The Outstanding Bonds maturing on September 1, [____] are subject to mandatory sinking fund redemption, in part, on September 1, [____] and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

Bonds Maturing on September 1, [ ]

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments

The amounts in the foregoing schedule shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level Debt Service, as a result of any prior partial redemption of the Bonds pursuant to subsection (A) or subsection (B) above. The City shall provide the Fiscal Agent with any revised schedule, if applicable.

(D) Purchase of Bonds. In lieu of payment at maturity or redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

(E) Notice to Fiscal Agent. An Authorized Officer shall give the Fiscal Agent written notice of the City's intention to redeem Bonds not less than forty-five (45) days prior to the applicable redemption date. Such written notice shall specify whether Bonds are to be redeemed pursuant to subsection (A) or subsection (B) above and shall specify the principal amounts and the maturities of the Bonds to be redeemed. The provisions of this subsection (E) shall not apply to the redemption of Bonds pursuant to Section 2.03(C) hereof.

(F) Redemption Procedure by Fiscal Agent. Subject to its receipt of timely notice from an Authorized Officer pursuant to Section 2.03(E), the Fiscal Agent shall cause notice of any redemption to be (a) mailed by first class mail, postage prepaid, or (b) electronically delivered at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services selected by an Authorized Officer, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds. The Fiscal Agent shall also cause notice of any redemption to be mailed, in such manner and within such time, to the Original Purchaser.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of the mailing and publication of any such redemption notice shall be paid by the District. Such notice may be conditional if specified by the City. Such notice may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the Bonds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The City shall have the right to rescind any notice of redemption prior to maturity or prior to the date fixed for such redemption prior to maturity, in which case such redemption shall be cancelled and annulled and such cancellation shall not constitute an event of default. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date so fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The City and the Fiscal Agent shall have no liability to the Owners or any other party related to or arising from such rescission or cancellation of redemption. The Fiscal Agent shall mail notice of such rescission or cancellation of redemption in the same manner as the original notice of redemption was sent under this Section.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denominations which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate, subject to the procedures of the Depository.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

(G) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption shall have been deposited in the Bond Fund, such Bonds shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.03 shall be canceled by the Fiscal Agent.

Section 2.04. Form of Bonds. The Bonds, including the Fiscal Agent's certificate of authentication and the assignment to appear thereon, shall be substantially in the forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the Mayor of the City and the City Clerk who are in office on the date of this Agreement or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bond to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bond to the Owner. Any Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, as appropriate, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that such Bonds have been duly authenticated, registered and delivered hereunder, and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.08 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Fiscal Agent, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting transfer of a Bond any tax or other governmental charge required to be paid with respect to such transfer. Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent only for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The cost for any services rendered or any expense incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting exchange of a Bond any tax or other governmental charge required to be paid with respect to such exchange.

Whenever any Bond or Bonds shall be surrendered for exchange, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds of like aggregate principal amount.

No exchanges of Bonds shall be required to be made (i) during the fifteen (15) days preceding the date established by the Fiscal Agent for selection of Bonds for redemption, or (ii) with respect to Bonds which have been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent shall keep, or cause to be kept, at its Principal Office sufficient books for the registration and transfer of the Bonds which books shall show the series, number, CUSIP identification number, date of issuance, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided. The ownership of Bonds shall be proved by the Bond Register.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and destroyed by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver, a replacement Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent may require payment of a sum not exceeding the actual cost of preparing each replacement Bond delivered under this Section 2.10 and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery thereof. Any Bond delivered under the provisions of this Section 2.10 in replacement of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable

by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Special Obligation. All obligations of the District under this Agreement and the Bonds shall be special obligations of the District, payable solely from the Special Tax Revenues and the funds pledged therefor pursuant hereto. Neither the faith and credit nor the taxing power of the City, the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Parity Bonds and Subordinate Bonds. The City will not issue Parity Bonds or Subordinate Bonds of the District for any purpose other than the defeasance and redemption of all or a portion of the Outstanding Bonds or Parity Bonds, which issue results in a lower debt service to maturity than the Bonds or Parity Bonds.

Section 2.13 Book-Entry. The Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of such Bonds shall be registered in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York and its successors and assigns (the "Depository" or "DTC"). Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section 2.13 (the "Nominee").

With respect to the Bonds registered in the name of the Nominee, none of the City, District nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, none of the City, the District nor the Fiscal Agent shall have any responsibility, liability or obligation whatsoever with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the City redeems the Bonds in part, or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Registration Books, of any amount with respect to principal of or interest on the Bonds. The City, District and the Fiscal Agent may treat and consider conclusively the person in whose name each Bond is registered as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The City and District shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Registration Books, or his or her attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the District to make payments of principal and interest pursuant to this Agreement. Upon delivery by the

Depository to the Owners of the Bond and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Agreement shall refer to such nominee of the Depository.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the City of such determination, then the City will discontinue the book-entry system with the Depository. If the City determines to replace the Depository with another qualified securities depository, the City shall prepare or direct the preparation of a new, single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the City fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names Owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07 hereof, and the City shall prepare and deliver Bonds to the Fiscal Agent for authentication and delivery to the Owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository, in its discretion, (a) may request the City to prepare and issue a new Bond or (b) may make an appropriate notation on a Bond indicating the date and amounts of such reduction in principal, but in such event the Registration Books maintained by the Fiscal Agent shall be conclusive as to what amounts are Outstanding with respect to the Bond, except in the case of final maturity, in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the City.

The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; SPECIAL TAX FUND; ADMINISTRATIVE EXPENSE FUND; COSTS OF ISSUANCE FUND

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for and on behalf of the District in the aggregate principal amounts set forth in Section 2.01 hereof and deliver the Bonds to the Original Purchaser. The Authorized Officers are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the Bonds in accordance with the provisions of the Act, the Resolution, and this Agreement, to authorize the payment of Costs of Issuance by the

Fiscal Agent from the Proceeds of Bonds, and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of Bonds.

(A) The Proceeds of the sale of the Bonds to the Original Purchaser, less the amount of $[___] paid to the Bond Insurer on behalf of the District by the Original Purchaser, and less an underwriter's discount of $[___], shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such Proceeds on the Closing Date as follows:

(i) deposit in the Reserve Fund the amount of $[_____] which, together with the Debt Service Reserve Insurance Policy, constitutes the Reserve Requirement at the Closing Date;

(ii) deposit in the Costs of Issuance Fund the amount of $[_____]; and

(iii) transfer to the Prior Fiscal Agent the amount of $[_____], for deposit to the principal account established under the Prior Fiscal Agent Agreement for the redemption of the Prior Bonds.

(B) In addition to the foregoing, on the Closing Date the Fiscal Agent shall transfer:

(i) all moneys from the Prior Administrative Expense Fund with respect to the Prior Bonds to the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo Special Tax Refunding Bonds Administrative Expense Fund established hereunder; and

(ii) the Debt Service Reserve Insurance Policy.

The Fiscal Agent may create additional accounts and subaccounts in any of the funds created under this Agreement as the Fiscal Agent may deem appropriate for the purpose of fulfilling its obligations hereunder.

Section 3.03. Special Tax Fund.

(A) Creation of Special Tax Fund. There is hereby established, as a separate account to be held by the Fiscal Agent, the "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo Special Tax Refunding Bonds Special Tax Fund" to the credit of which the City shall deposit, within ten (10) Business Days after receipt, the Special Tax Revenues received by the City. Moneys in the Special Tax Fund shall be held in trust by the Fiscal Agent for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Notwithstanding the foregoing, any amounts received by the City which constitute Special Tax Prepayments shall be transferred by the City not later than ten (10) Business Days after receipt to the Fiscal Agent for deposit by the Fiscal Agent in the Special Tax Prepayments Account established pursuant to Section 4.02(A) hereof.

(B) Disbursements. As soon as practicable after the receipt from the City or County of any Special Tax Revenues, but no later than ten (10) Business Days after such receipt, the Fiscal Agent shall withdraw from the Special Tax Fund and deposit in the Administrative Expense Fund an amount which is estimated by the City, in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be sufficient, together with the amount then on deposit in the Administrative Expense Fund, to pay the Administrative Expenses during the current Fiscal Year; provided, however, that the amount deposited in the Administrative Expense Fund prior to the deposits to the Interest Account and the Principal Account of the Bond Fund, as provided below, shall not exceed the Priority Administrative Expense Amount for any Fiscal Year. From the amount then remaining on deposit in the Special Tax Fund, the Fiscal Agent shall, as soon as the amount on deposit in the Special Tax Fund is sufficient, deposit in the Reserve Fund the amount, if any, which the City shall direct in a written communication from an Authorized Officer delivered to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), to be withdrawn from the Special Tax Fund and deposited in the Reserve Fund to make the amount on deposit therein equal to the Reserve Requirement. Thereafter, on or before each Interest Payment Date, the Fiscal Agent shall deposit in the Interest Account and the Principal Account of the Bond Fund the amounts required for payment of interest on or interest on and principal of the Bonds and any Parity Bonds, as provided in Section 4.02(B) hereof.

Notwithstanding the preceding provisions of this subsection, if, prior to the September 1 Interest Payment Date in any Bond Year, the City determines that Special Tax Revenues will be sufficient to enable the Fiscal Agent to deposit in the Reserve Fund the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement and deposit in the Bond Fund the full amount required for deposit to the Interest Account and the Principal Account to pay the interest on and principal of the Bonds on such Interest Payment Date, the City may instruct the Fiscal Agent in an Officer's Certificate, upon which the Fiscal Agent may conclusively rely, to deposit an additional amount in the Administrative Expense Fund which amount shall not exceed the difference between the amount of Special Tax Revenues then on deposit in the Special Tax Fund and the amounts required to be deposited in the Reserve Fund and the Bond Fund before making the required deposits to the Interest Account and the Principal Account of the Bond Fund, and the Fiscal Agent shall deposit such additional amount in the Administrative Expense Fund before depositing any amount to the Reserve Fund or the Interest Account and the Principal Account of the Bond Fund.

On September 2 of each year, beginning on September 2, 2024, the amount, if any, on deposit in the Special Tax Fund, together with the amount then on deposit in the Principal Account of the Bond Fund (but not including, however, the amounts, if any, then on deposit in the Interest Account or the Special Tax Prepayments Account), as determined by the City, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth ($^{1}/_{12}^{th}$) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Principal Account, exceeds the maximum amount allowable pursuant to the preceding sentence, as determined by the City and communicated in writing by an Authorized Officer to the Fiscal Agent (upon which the Fiscal Agent may conclusively rely), the excess shall be transferred from the Special Tax Fund to and deposited in the Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement. Any such excess remaining in the Special Tax Fund after any such amount

is transferred from the Special Tax Fund to the Reserve Fund shall be transferred from the Special Tax Fund to and deposited in the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Special Tax Fund, together with the amount then on deposit in the Bond Fund (other than such excluded amounts), shall not exceed in the aggregate the greater of (i) one year's earnings thereon, or (ii) one-twelfth ($^1/_{12}^{th}$) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Special Tax Fund to be used for the purposes of such accounts.

Section 3.04. Administrative Expense Fund.

(A) Creation of Administrative Expense Fund. There is hereby established, as a separate fund to be held by the Fiscal Agent, the "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo Special Tax Refunding Bonds Administrative Expense Fund" to the credit of which deposits shall be made as required by Section 3.02 and 3.03(B) hereof. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the City, and shall be disbursed as provided below.

(B) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the City (or as directed by the City) upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn (along with payment instructions), that such amount is to be used to pay an Administrative Expense (or a Cost of Issuance) and the nature of such Administrative Expense (or Cost of Issuance).

Annually, not later than the last day of each Fiscal Year, the Fiscal Agent shall withdraw any amount then remaining in the Administrative Expense Fund that has not been allocated by an Officer's Certificate received by the Fiscal Agent from the City to pay Administrative Expenses which are expected to be incurred in the succeeding Fiscal Year prior to the receipt by the City of Special Tax Revenues for such succeeding Fiscal Year and transfer such amount to the Interest Account.

(C) Investment. Subject to the provisions of subsection (B) above, moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Administrative Expense Fund to be used for the purposes of such fund.

Section 3.05. Costs of Issuance Fund.

(A) Creation of Costs of Issuance Fund. There is hereby established, as a separate account to be held by the Fiscal Agent, the "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo Special Tax Refunding Bonds Costs of Issuance Fund" to the credit of which a deposit shall be made as required by Section 3.02(A)(ii) hereof. Moneys in the Cost of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed to pay Costs of Issuance, as set forth in a requisition containing respective amounts to be paid to the designated payees, signed by an Authorized Officer and delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall pay all Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such requisition, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial requisition delivered to the Fiscal Agent on the Closing Date. Each such invoice or Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of ninety (90) days from the Closing Date and shall then transfer and deposit any moneys remaining therein, including any Investment Earnings thereon, to the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained by the Fiscal Agent in the Cost of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND; RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues. The Bonds (including any Parity Bonds that may be issued) shall be secured by a first and prior pledge of and lien upon (which shall be perfected in the manner and to the extent herein provided) all of the Special Tax Revenues, except the Priority Administrative Expense Amount, all moneys on deposit in the Principal Account and the Interest Account of the Bond Fund, the Special Tax Prepayments Account for the purpose of redeeming Bonds, and all moneys on deposit in the Reserve Fund. The Bonds (including any Parity Bonds that may be issued) shall be equally secured by a pledge of and lien upon the Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds (including any Parity Bonds that may be issued) and any premium upon the redemption of any thereof shall be and is secured by a first and prior pledge of and lien upon the Special Tax Revenues and such moneys. The Special Tax Revenues and all moneys on deposit in such funds and accounts are hereby dedicated in their entirety to the payment of the principal of the Bonds (including any Parity Bonds that may be issued), and interest and any premium on the Bonds (including any Parity Bonds that may be issued), as provided herein and in the Act, until all of the Bonds (including any Parity Bonds that may be issued) have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with Section 9.03 hereof. If Parity Bonds are issued for the purpose of discharging the indebtedness of a portion of the Outstanding Bonds pursuant to Section 9.03 hereof, the provisions of this Section 4.01 shall apply to such Parity Bonds to the same extent and with the same effect as they apply to the Bonds.

Section 4.02. Bond Fund.

(A) Deposits. There is hereby established, as a separate account to be held by the Fiscal Agent, the "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of

Aliso Viejo Special Tax Refunding Bonds Bond Fund" to the credit of which deposits shall be made as required by Section 3.03(B) and Section 4.03 hereof and any other provision of this Agreement or the Act. There are hereby established in the Bond Fund, as separate accounts to be held by the Fiscal Agent, the "Interest Account" and the "Principal Account." There is hereby also established in the Bond Fund, as a separate account to be held by the Fiscal Agent, the "Special Tax Prepayments Account" to the credit of which deposits shall be made as required by Section 3.03(A) hereof and paragraph (2) of subsection (B) below. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements.

(1) Bond Fund Disbursements. On or before each Interest Payment Date, the Fiscal Agent shall transfer from the Special Tax Fund and deposit into the following respective accounts in the Bond Fund the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Special Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(a) Interest Account. On or before each Interest Payment Date, the Fiscal Agent shall deposit in the Interest Account the amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on the Bonds on such date. No deposit need be made into the Interest Account on any Interest Payment Date if the amount on deposit therein is at least equal to the interest becoming due and payable on the Bonds on such date. All moneys in the Interest Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). All amounts on deposit in the Interest Account on the first day of any Bond Year, to the extent not required to pay any interest then having become due and payable on the Outstanding Bonds, shall be retained therein.

(b) Principal Account. On or before each Interest Payment Date which occurs on September 1, the Fiscal Agent shall deposit in the Principal Account the amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds becoming due and payable on such September 1 Interest Payment Date pursuant to Section 2.02 hereof, or the redemption price of the Bonds (consisting of the principal amount thereof and any applicable redemption premium) required to be redeemed on such date pursuant to any of the provisions of Section 2.03 hereof. All moneys in the Principal Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof, or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.03 hereof. All amounts on deposit in the Principal Account on the first day of any Bond Year (i.e., September 2), to the extent not required to pay the principal of any

Outstanding Bonds then having become due and payable on the Outstanding Bonds shall be withdrawn therefrom by the Fiscal Agent and transferred to the Interest Account.

In the event that moneys on deposit in the Special Tax Fund will be insufficient on any Interest Payment Date for the Fiscal Agent to deposit the required amounts in the Interest Account and the Principal Account, as provided above, the Fiscal Agent shall deposit the available funds first to the Interest Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount of interest becoming due and payable on the Bonds on the Interest Payment Date, and shall then deposit the remaining available funds in the Special Tax Fund to the Principal Account up to the full amount required to cause the aggregate amount on deposit therein to equal the amount, if any, of principal becoming due and payable on the Bonds on the Interest Payment Date. If, after making such deposits to the Interest Account and the Principal Account, and after transferring moneys from the Reserve Fund to such accounts, as provided in Section 4.03(B) hereof, the amount on deposit in the Principal Account is insufficient to pay the full amount of the principal of each of the Bonds which is to be redeemed on the Interest Payment Date, the Fiscal Agent shall make a prorated payment of the principal of each of such Bonds as specified in an Officer's Certificate provided to the Fiscal Agent.

On September 2 of each year, beginning on September 2, 2024 the amount, if any, on deposit in the Principal Account (but not including, however, the amounts, if any, on deposit in the Interest Account and the Special Tax Prepayments Account), as determined by the City, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings on such amounts, or (ii) one-twelfth ($^1/_{12}^{th}$) of Annual Debt Service for the then current Bond Year. If on September 2 of any year the amount on deposit in the Principal Account, together with the amounts then on deposit in the Special Tax Fund, exceeds the maximum amount allowable pursuant to the preceding sentence, the excess shall be transferred by the Fiscal Agent, as directed in writing by the City (upon which the Fiscal Agent may conclusively rely), to the Reserve Fund to the extent that the amount on deposit therein is less than the Reserve Requirement, and any such excess remaining thereafter shall be transferred by the Fiscal Agent to the Administrative Expense Fund. On September 2 of each year, after any such excess amount has been transferred as hereinabove provided, the amount on deposit in the Principal Account, together with the amount then on deposit in the Special Tax Fund, shall not exceed the greater of (i) one year's earnings thereon, or (ii) one-twelfth ($^1/_{12}^{th}$) of Annual Debt Service for the then current Bond Year. The Fiscal Agent shall have no obligation to monitor the City's obligations as set forth in this paragraph.

(2) Special Tax Prepayments Account Deposits and Disbursements. Within ten (10) Business Days after receiving a Special Tax Prepayment, the City shall deliver the amount thereof to the Fiscal Agent, together with an Officer's Certificate notifying the Fiscal Agent that the amount being delivered is a Special Tax Prepayment which is to be deposited in the Special Tax Prepayments Account. Upon receiving a Special Tax Prepayment from the City and such an Officer's Certificate, the Fiscal Agent shall deposit the amount of the Special Tax Prepayment in the Special Tax Prepayments Account. Such an Officer's Certificate may be combined with the Officer's Certificate which the City is

required to deliver to the Fiscal Agent pursuant to Section 4.03(F) hereof. A portion of the moneys on deposit in the Special Tax Prepayments Account shall be transferred by the Fiscal Agent, upon receipt of an Officer's Certificate directing such transfer and specifying the amount to be transferred (upon which the Fiscal Agent may conclusively rely), to the Principal Account on the next date for which notice of the redemption of the Bonds can timely be given under Section 2.03(F) hereof and shall be used to redeem the Bonds on the redemption date selected in accordance with Section 2.03(B) hereof. The portion of the moneys on deposit in the Special Tax Prepayments Account representing funded interest on a portion of the Outstanding Bonds shall be transferred by the Fiscal Agent, upon receipt of an Officer's Certificate directing such transfer and specifying the amount to be transferred (upon which the Fiscal Agent may conclusively rely), to the Interest Account on or before each Interest Payment Date prior to and including the Interest Payment Date on which the redemption of such Bonds will occur. Pending such transfers, the moneys on deposit in the Special Tax Prepayments Account shall be invested in Permitted Investments of such type and at such yield as Bond Counsel may determine is necessary to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Investment Earnings from such Permitted Investments shall be retained by the Fiscal Agent in the Special Tax Prepayments Account. The City shall provide direction in writing to the Fiscal Agent which shall include an exhibit of the Bond Counsel's determination.

(C) Investment. Moneys in the Bond Fund, including all accounts therein, shall be invested and deposited in accordance with Section 6.01 hereof. Investment Earnings shall be retained in the Bond Fund, except to the extent they are required to be deposited by the Fiscal Agent in the Rebate Fund in accordance with Section 6.02 hereof. Investment earnings with respect to moneys in the Special Tax Prepayments Account shall be retained therein as specified in paragraph (2) of subsection (B) above.

Section 4.03. Reserve Fund.

(A) Creation of Fund. There is hereby established, as a separate account to be held by the Fiscal Agent, the "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo Special Tax Refunding Bonds Reserve Fund" to the credit of which a deposit shall be made as required by Section 3.02(A)(i) hereof, which deposit is equal to the Reserve Requirement, and to which deposits shall be made as provided in Section 3.03(B) hereof. Moneys in the Reserve Fund, and any subaccount therein, shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds as a reserve for the payment of the principal of and interest and any premium on the Bonds and shall be subject to a lien in favor of the Owners of the Bonds. In no event shall the Reserve Requirement exceed the initial deposit amount into the Reserve Fund. The Reserve Requirement may be satisfied in whole or in part by cash, by a Qualified Debt Service Reserve Instrument, or a combination thereof. On the date of issuance of the Bonds, the City will deposit $[____] from proceeds of the Bonds, together with the Debt Service Reserve Policy, into the Reserve Fund to satisfy the Reserve Requirement.

(B) Use of Fund. Except as otherwise provided in this Section, all amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event

of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or, in accordance with the provisions of subsections (D) and (F) of this Section 4.03, for the purpose of redeeming Bonds. In the event the Reserve Fund is drawn upon to pay principal of and interest on the Bonds if insufficient funds are available from the proceeds of the levy and collection of the Special Taxes, the cash in the Reserve Fund will be drawn upon first and then the Reserve Fund Policy will be drawn upon if needed.

(C) Transfer Due to Deficiency in Interest and Principal Accounts. Whenever transfer is made from the Reserve Fund to the Interest Account or the Principal Account due to a deficiency in either such account, the Fiscal Agent shall provide written notice thereof to the City.

(D) Transfer of Excess of Reserve Requirement. Whenever, on any September 2, the amount in the Reserve Fund, and any subaccount therein, less Investment Earnings resulting from the investment of the funds therein which pursuant to Section 6.02 hereof must be rebated to the United States, as previously directed by the City, exceeds the Reserve Requirement, as calculated on such date by the City and provided in writing to the Fiscal Agent, the Fiscal Agent shall provide written notice to the City of the amount of the excess. Upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent can conclusively rely), the Fiscal Agent shall, unless notified otherwise by an Authorized Officer in such written direction that such amounts are to be transferred to the Rebate Fund pursuant to the requirements of Section 6.02 hereof, transfer an amount from the Reserve Fund, and any subaccount therein, which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in Section 4.02(B)(1)(a) and (b) hereof, to be used for the payment of the interest on and principal of the Bonds on the next succeeding Interest Payment Date in accordance with Section 4.02 hereof.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund, and any subaccount therein, is equal to or exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, the Fiscal Agent shall, upon receiving written direction from an Authorized Officer (upon which the Fiscal Agent may conclusively rely), transfer the amount in the Reserve Fund, and any subaccount therein, to the Interest Account and the Principal Account to be applied, on the next succeeding Interest Payment Date, to the payment and redemption, in accordance with Section 2.03 and Section 4.02 hereof, as applicable, of all of the Outstanding Bonds. In the event that the amount available to be so transferred from the Reserve Fund to the Interest Account and the Principal Account exceeds the amount required to pay and redeem the Outstanding Bonds, the excess shall be transferred to the City to be used for any lawful purpose of the City.

(F) Transfers on Payment of Special Tax Obligations. Whenever the City receives a Special Tax Prepayment for a lot or parcel of property within the District, the City shall by an Officer's Certificate notify the Fiscal Agent thereof and of the amount by which the Reserve Fund, and any subaccount therein, is to be reduced and which is transferable from the Reserve Fund, and any subaccount therein, to the Principal Account of the Bond Fund, which amount shall be specified in the Officer's Certificate. Each such Officer's Certificate shall be accompanied by a report of an Independent Financial Consultant or the Special Tax Consultant verifying the accuracy

of the calculation of the amount to be transferred from the Reserve Fund to the Principal Account ("Verification"). Upon receipt of each such Officer's Certificate and Verification, upon which the Fiscal Agent may conclusively rely, the Fiscal Agent shall at such time as the amount of such Special Tax Prepayment will be used to redeem Bonds, as provided in Section 4.02(B)(2) hereof, transfer the amount specified in such Officer's Certificate to the Principal Account and use such amount, together with the amount of such Special Tax Prepayment, to redeem Bonds, as provided in Section 4.02(B)(2) hereof. Notwithstanding the preceding provisions of this subsection, no amount shall be transferred from the Reserve Fund, and any subaccount therein, to the Principal Account if the amount on deposit in the Reserve Fund is, or as a result of such transfer would be, less than the Reserve Requirement.

(G) Investments. Moneys on deposit in the Reserve Fund shall be invested, as directed in writing by an Authorized Officer, in Permitted Investments which do not have maturities extending beyond five (5) years; provided, however, if the Reserve Fund, or any subaccount therein, is invested in an investment agreement (as defined in clause (vii) of the definition of Permitted Investments in Section 1.03 hereof) or a repurchase agreement (as defined in clause (xi) of such definition) such agreement may have a maturity longer than five (5) years if the Fiscal Agent is authorized by the provisions of such agreement to draw the full amount thereof, without penalty, if required for the purposes of the Reserve Fund, and any subaccount therein. The City shall cause the Permitted Investments, other than such investment agreements, in which moneys on deposit in the Reserve Fund, and any subaccount therein, are invested to be valued at fair market value and marked-to-market at least once in each Fiscal Year.

Section 4.04 Draws on Debt Service Reserve Policy. [TO COME]

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest and any premium on the Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement to the extent that the Special Tax Revenues are available therefor, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Special Obligation. The Bonds are special obligations of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Reserve Fund and the Special Tax Fund.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject

to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City shall not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund. Such books of record and accounts shall at all times during business hours, upon reasonable notice, be subject to the inspection of the Fiscal Agent (which shall have no duty to inspect) and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act, including the enactment of necessary Ordinances, so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of the payment or collection of delinquent Special Taxes.

On or within five (5) Business Days of May 1 of each year, the Fiscal Agent shall provide the City with a notice stating the amount then on deposit in the Special Tax Fund, the Bond Fund and the Reserve Fund (including all accounts and subaccounts therein); provided that monthly statements provided by the Fiscal Agent that include such information shall satisfy this notice requirement. The receipt of such notice by the City or the failure of the Fiscal Agent to give such notice shall in no way affect the obligations of the City under the following two paragraphs. The Fiscal Agent shall have no liability if it does not provide such notice to the City. Upon receipt of such notice, the City shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current Fiscal Year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Act by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are Outstanding, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the Fiscal Year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the tax roll. Notwithstanding the preceding provisions of this paragraph, the City Council may elect, as permitted by the Act, to

collect the Special Taxes to be levied for any Fiscal Year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor for collection on the tax roll; provided that, in such event, the City shall otherwise comply with the provisions of this Section 5.07.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any Outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not, in any event, exceed the maximum amounts provided for in the Rate and Method of Apportionment of Special Tax.

The Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to Section 5.11 hereof) in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53356.1 and 53356.8 of the California Government Code in any manner which would materially and adversely affect the interests of the Bondowners and, in particular, will not permit the tender of Bonds in full or partial payment of any Special Taxes except upon receipt of a certificate of an Independent Financial Consultant that to accept such tender will not result in the City having insufficient Special Tax Revenues to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Section 5.08. Reduction of Maximum Special Tax Rates. The City covenants that, to the extent that it is legally permitted to avoid doing so, it will not initiate and conduct proceedings to reduce the maximum rates of Special Taxes which are authorized to be levied on taxable parcels of property within the District (the "Maximum Rates").

The City further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Section 5.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.10. Tax Covenants. The City covenants that:

(A) It will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of the initial issuance and delivery of the

Bonds, would have caused any of the Bonds to be "arbitrage bonds" within the meaning of Section 103(b) and Section 148 of the Code;

(B) It will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would result in loss of exclusion from gross income for purposes of federal income taxation under Section 103(a) of the Code of interest paid with respect to the Bonds;

(C) It will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would have caused any of the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(D) It will comply with the Rebate Certificate as a source of guidance for achieving compliance with the Code; and

(E) In order to maintain the exclusion from gross income for purposes of federal income taxation of interest paid with respect to the Bonds, it will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code.

The covenants of the City contained in this Section 5.10 shall survive the payment, redemption or defeasance of Bonds pursuant to Section 9.03 hereof.

Section 5.11. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds as follows: (i) it will order, and cause to be commenced, judicial foreclosure proceedings against properties in the District with delinquent Special Taxes in excess of $10,000 by the October 1 following the close of the Fiscal Year in which such Special Taxes were due, and (ii) it will commence judicial foreclosure proceedings against all properties in the District with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than ninety-five percent (95%) of the total Special Taxes levied, and diligently pursue to completion such foreclosure proceedings; providing, however, the City shall not be required to order and cause judicial foreclosure proceedings to be commenced against delinquent properties as long as no deficiency in the Reserve Fund exists (or is projected to exist in order to meet the next upcoming debt service payment) and the City determines that the cost of pursuing such foreclosure is greater than the outstanding delinquency.

Section 5.12. Prepayment of Special Taxes. The City shall cause all applications of owners of property in the District to prepay and satisfy the Special Tax obligation for their property to be reviewed by the Special Tax Consultant and shall not accept any such prepayment unless such consultant certifies in writing that the total amount of the Maximum Special Tax for Debt Service and Facilities (as defined in the Rate and Method of Apportionment of Special Tax) that may be levied on Taxable Property both prior to and after the proposed prepayment is and will be at least 1.1 times the amount of Maximum Annual Debt Service on all Outstanding Bonds and Parity Bonds, if any, plus the Priority Administrative Expense Amount. For purposes of this Section, Taxable Property means all parcels of property in the District that are not exempt from

the levy of the Special Tax pursuant to the Act or the Rate and Method of Apportionment of Special Tax.

Section 5.13. Calculation of Prepayments. The City will cause all Special Tax Prepayments to be calculated to include the amount of the premium on the Outstanding Bonds that will be redeemed with the Special Tax Prepayment. The City will not include in any calculation of the amount of any Special Tax Prepayment for any parcel of taxable property in the District a proportionate amount of the amount then on deposit in the Reserve Fund, if or to the extent such a credit would cause the amount on deposit in the Reserve Fund following such prepayment to be less than the Reserve Requirement.

Section 5.14. Continuing Disclosure. The City hereby covenants that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement.

Section 5.15. Accountability Measures. The City shall comply with the requirements of Section 53410 of the California Government Code with respect to the deposit and expenditure of the Proceeds of the sale of the Bonds and shall cause the appropriate officer of the City to file a report with the City Council no later than January 1, 2024, and annually thereafter, which shall contain the information required by Section 53411 of the California Government Code with respect to the expenditure of the Proceeds.

Section 5.16. State Reporting Requirements. In addition to Section 5.15, the following requirements shall apply to the Bonds:(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Director of Financial Services/City Treasurer shall cause the information required by California Government Code Section 53359.5(b) to be supplied to the California Debt and Investment Advisory Commission ("CDIAC"). The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds due to insufficiency of funds on deposit in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds so as to reduce the amount in the Reserve Fund to less than the Reserve Requirement, or if funds are withdrawn from another debt service reserve fund to pay principal and interest on the Bonds so as to reduce the amount in such fund to less than the applicable reserve requirement, the Fiscal Agent shall notify the Director of Financial Services/City Treasurer of such failure or withdrawal in writing. The Director of Financial Services/City Treasurer shall notify CDIAC and the Original Purchaser of such failure or withdrawal within ten (10) days of such failure or withdrawal.

(C) Special Tax Reporting. The Director of Financial Services/City Treasurer shall file a report with the District no later than the January 1 first succeeding the date of the Bonds, and at least once a year thereafter, which annual report shall contain (i) the amount of Special Taxes collected and expended with respect to the District, (ii) the amount of Bond Proceeds collected and expended with respect to the District, and (iii) the status of the Project. It is

acknowledged that the annual report described in the preceding sentence is intended to satisfy the requirements of Sections 50075.1(d), 50075.3(d) and 53411 of the California Government Code.

(D) Compliance with Section 53343.2. The City shall comply with the provisions of California Government Code Section 53343.2, which requires the City, within seven months after the last day of each fiscal year, to display prominently on its website all of the following information:

(i) A copy of an annual report for that fiscal year if requested pursuant to Government Code Section 53343.1; and

(ii) A copy of the report provided to CDIAC pursuant to Government Code Section 53359.5; and

(iii) A copy of the report, if any, provided to the State Controller's office pursuant to Government Code Section 12463.2.

(E) Amendment. The reporting requirements of this Section 5.16 shall be amended from time to time, without action by the District or the Fiscal Agent (i) with respect to subparagraphs (A) and (B) above, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act, (ii) with respect to subparagraph (C) above, to reflect any amendments to Section 50075.1, 50075.3, 53410 or 53411 of the California Government Code, and (iii) with respect to subparagraph (D) above, to reflect any amendments to Section 53343.2 of the California Government Code. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the City's obligations under the Continuing Disclosure Agreement. The District shall notify the Fiscal Agent in writing of any such amendments which affect the reporting obligations of the Fiscal Agent under this Agreement.

(F) No Liability. None of the District, the City and its officers, agents and employees, the Director of Financial Services/City Treasurer, or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 5.16.

The Director of Financial Services/City Treasurer shall provide copies of any such reports to any Owner upon the written request of an Owner and payment by the person requesting the information of the cost of the District to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Director of Financial Services/City Treasurer.

Section 5.17. Provisions Relating to Bond Insurer. [TO COME]

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE SERVICES DISTRICT

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02 hereof, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two

(2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such moneys uninvested. The Fiscal Agent shall not have any responsibility for determining the legality or suitability of any Permitted Investments and may rely on any Officer's Certificate or other direction as to the legality or suitability of any Permitted Investment. The Fiscal Agent shall have no obligation to pay additional interest or maximize investment income on any funds held by it. Neither the City nor the Owners of the Bonds shall have any claim of any kind against the Fiscal Agent in connection with investments properly made pursuant to this Section 6.01. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of Investment Earnings in funds and accounts.

The Fiscal Agent and its affiliates may act as sponsor, advisor, depository, principal or agent in the holding, acquisition or disposition of any investment. The Fiscal Agent shall not incur any liability for losses arising from any investments made pursuant to this Section 6.01. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any). In determining the market value of Permitted Investments, the Fiscal Agent may use and rely conclusively and without liability upon any generally recognized pricing information service (including brokers and dealers in securities) available to it.

Subject in all respects to the provisions of Section 6.02 hereof, investments in any and all funds and accounts may be commingled in a single fund for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent hereunder, provided that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent shall sell, or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited, and the Fiscal Agent shall not be liable or responsible for any loss resulting from the acquisition or disposition of any such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the District the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the City and the District specifically waive receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

The Fiscal Agent may make any investments hereunder through its own bond or investment department or trust investment department, or those of its parent or any affiliate.

Section 6.02. Rebate Fund; Rebate to the United States. There is hereby created, to be held by the Fiscal Agent, as a separate account distinct from all other funds and accounts held by

the Fiscal Agent under this Agreement, the Rebate Fund. The Fiscal Agent shall, in accordance with written directions received from an Authorized Officer, deposit into the Rebate Fund moneys transferred by the City to the Fiscal Agent pursuant to the Rebate Certificate or moneys transferred by the Fiscal Agent from the Bond Fund or the Reserve Fund. The Rebate Fund shall be held either uninvested or invested only in Federal Securities at the written direction of the City. Moneys on deposit in the Rebate Fund shall be applied only to payments made to the United States, to the extent such payments are required by the Rebate Certificate. The Fiscal Agent shall, upon written request and direction of the City, make such payments to the United States.

The Fiscal Agent's sole responsibilities under this Section 6.02 are to follow the written instructions of the City pertaining hereto. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder. The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The City shall be responsible for any fees and expenses incurred by the Fiscal Agent pursuant to this Section 6.02.

The Fiscal Agent shall, upon written request and direction from the City, transfer to the City any moneys on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the Rebate Certificate.

Section 6.03. Liability of the City. The City shall not incur any responsibility in respect of the Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City or the District.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Agreement. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of and of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The City may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and

protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the City for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.04. Employment of Agents by City. In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. The Bank of New York Mellon Trust Company, N.A., is hereby appointed Fiscal Agent, registrar and paying agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section 7.01, shall be the successor to the Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association, or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, national banking association, or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purposes of this Section 7.01, the combined capital and surplus of such bank, national banking association, or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 7.01 within forty-five (45) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the City, or any Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City and the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall the Fiscal Agent incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, opinions, resolutions, orders, notices, requests, consents, waivers, statements, affidavits or other paper, documents or electronic communications or information furnished to the Fiscal Agent and conforming to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, opinion, certificate, statement, affidavit, facsimile transmission, electronic mail or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Fiscal Agent unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Fiscal Agent shall not be responsible for accounting for, or paying to, any party to this Agreement, including, but not limited to the City and the Owners, any returns on or benefit from funds held for payment of unredeemed Bonds or outstanding checks and no calculation of the same shall affect, or result in any offset against, fees due to the Fiscal Agent under this Agreement.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity satisfactory to the Fiscal Agent against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be liable for other than its negligence or willful misconduct.

In no event shall the Fiscal Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits) even if the Fiscal Agent has been advised of the likelihood of such damages and regardless of the form of such action, other than for actions involving negligence or willful misconduct by the Fiscal Agent.

All indemnification and releases from liability granted herein to the Fiscal Agent shall extend to the directors, officers and employees of the Fiscal Agent.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Fiscal Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's

reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the Project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including, but not limited to, quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Fiscal Agent hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be

full warranty to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys (including the allocated cost of in-house attorneys), agents and employees, incurred in and about the performance of its powers and duties under this Agreement, and the Fiscal Agent shall have a first priority lien therefor on any funds at any time held by the Fiscal Agent under this Agreement, and the Fiscal Agent shall pay and reimburse all expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in connection therewith from the funds held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents, harmless against any liabilities, losses, costs, expenses (including legal fees and expenses), suits, claims, judgments, damages or liabilities which it may incur in the exercise and performance of its powers and duties hereunder or the enforcement of this Section which are not due to its negligence or willful misconduct. The obligation of the City under this Section 7.05 shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

Section 7.06. Books and Accounts. The Fiscal Agent shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions made by it and with respect to the expenditure of amounts disbursed from the Bond Fund, the Special Tax Fund, the Administrative Expense Fund, the Reserve Fund and the Cost of Issuance Fund. Such books of record and accounts shall, upon reasonable prior notice, at all times during business hours be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted.

(A) This Agreement and the rights and obligations of the District and the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement with either (a) the affirmative vote of the Owners at a meeting of the Owners, or (b) the written consent, without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04 hereof. No such modification or amendment shall (i) extend the maturity of any Bond or the time for paying interest thereon, or otherwise alter or impair the obligation of the City on behalf of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation of any pledge of or lien

upon the Special Tax Revenues, or the moneys on deposit in the Special Tax Fund, the Bond Fund or the Reserve Fund, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or (iii) reduce the percentage of Bonds required for the amendment hereof, or (iv) reduce the principal amount of or redemption premium on any Bond or reduce the interest rate thereon. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent. The City shall deliver to the Fiscal Agent an opinion of counsel that any such Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Section 8.01 and the Fiscal Agent may conclusively rely on such opinion.

(B) This Agreement and the rights and obligations of the District and the City and the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(2) to make modifications not materially adversely affecting any Outstanding Bonds in any material respect as evidenced by an opinion of counsel delivered pursuant to Section 8.08 hereof;

(3) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provisions of this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not materially adversely affect the rights of the Owners as evidenced by an opinion of counsel delivered pursuant to Section 8.08 hereof;

(4) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of moneys to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations; or

(5) to provide for the issuance of Parity Bonds to pay and discharge the indebtedness of a portion of the Outstanding Bonds (a "Partial Discharge") pursuant to Section 9.03 hereof; provided that, following the issuance of such Parity Bonds, Maximum Annual Debt Service on the Bonds that will remain Outstanding following such Partial Discharge and such Parity Bonds will not be more in any subsequent Bond Year than Maximum Annual Debt Service on the Outstanding Bonds before the issuance of such Parity Bonds.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event, the City is authorized to fix the time and place of any such meeting and to provide

for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of the meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01(A) hereof, to take effect when and as provided in this Section 8.03. A copy of the Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, or sent by electronic mail (if applicable) by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail or email copies of the Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as provided in this Section.

Such a Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter provided in this Section. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04 hereof. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice provided for hereinafter in this Section has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article VIII) upon the City, the District and the Owners of all Bonds then Outstanding at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60)-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or participate in any action provided for in this Article VIII; except that in determining whether the Fiscal Agent shall be protected in relying upon any vote or consent of an Owner, only Bonds which the Fiscal Agent actually knows to be

owned or held for the account of the City shall be disregarded unless all Bonds are so owned or held, in which case such Bonds shall be considered Outstanding for the purpose of such determination.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for like Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Execution of Supplemental Agreements. In executing, or accepting the additional trusts created by, any Supplemental Agreement permitted by this Article or the modification thereby of the trusts created by this Agreement, the Fiscal Agent shall be entitled to receive, and shall be fully protected in relying upon, an opinion of counsel stating that the execution of such Supplemental Agreement is authorized or permitted by this Agreement and complies with the terms hereof. The Fiscal Agent may, but shall not be obligated to, enter into any such Supplemental Agreement which affects the Fiscal Agent's own rights, duties or immunities under this Agreement or otherwise.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy or claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement.

If the City shall pay and discharge the entire indebtedness of all or a portion (a "Partial Discharge") of the Outstanding Bonds in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of and interest and any premium on such Bonds, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent, in trust, at or before maturity, an amount of money which, together with the amounts then on deposit in the Bond Fund, the Special Tax Fund and the Reserve Fund, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City and confirmed by an Independent Financial Consultant, is fully sufficient to pay all such Bonds, including all principal, interest and redemption premiums, if any; or

(C) by irrevocably depositing with the Fiscal Agent, in trust, cash or non-callable Defeasance Securities in such amount as the City shall determine will, together with the interest to accrue thereon and amounts then on deposit in the Bond Fund, the Special Tax Fund and the Reserve Fund, or in the event of a Partial Discharge, the appropriate portion of such amounts, as determined by the City, be fully sufficient to pay and discharge the indebtedness of all such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice; then, at the election of the City, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Special Tax Revenues and other funds provided for in this Agreement and all other obligations of the City and the District under this Agreement with respect to such Bonds shall cease and terminate, except the obligation of the City to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon, the obligation of the City to pay all amounts owing to the Fiscal Agent pursuant to Section 7.05 hereof, and the obligations of the City pursuant to the covenants contained in Section 5.10 hereof; and thereafter Special Tax Revenues shall not be payable to the Fiscal Agent with respect to such Bonds. Notice of such election shall be filed with the Fiscal Agent. The satisfaction and discharge of this Agreement as to all of the Outstanding Bonds shall be without prejudice to the rights of the Fiscal Agent to charge and be reimbursed by the City for the expenses which it shall thereafter incur in connection herewith.

Any funds held by the Fiscal Agent to pay and discharge the indebtedness on such Bonds, upon payment of all fees and expenses of the Fiscal Agent, which are not required for such purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, consent, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such a request, consent, declaration or other instrument, or of a writing appointing such an attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registration books maintained by the Fiscal Agent pursuant to Section 2.08 hereof.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City or the District shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335
Attn: Director of Financial Services/City Treasurer

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by Electronic Means (hereinafter defined) or by being deposited postage prepaid (first class, registered or certified) in a post office letter box addressed (until another address is filed by the Fiscal Agent with the City) as follows:

The Bank of New York Mellon Trust Company, N.A.
333 South Hope Street, Suite 2525
Los Angeles, CA 90071
Attn: Corporate Trust

"Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder.

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held by a court of competent jurisdiction to be illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have executed and delivered this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be paid by the Fiscal Agent to the City (without liability for interest) as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the City for the payment of the principal of, and interest and any premium on, their Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the payment of interest on or of principal (and premium, if any) of the Bonds or the date fixed for redemption is other than a Business Day, the payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required, and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(Signature page follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on behalf of the District, and the Fiscal Agent, in acknowledgment of its acceptance of the duties of the Fiscal Agent created hereunder, has caused this Agreement to be executed in its name, all as of the date and year first herein above written.

CITY OF ALISO VIEJO, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) OF THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA

By: _____
David Doyle
City Manager

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Fiscal Agent

By: _____
Authorized Officer

-Signature Page-
Fiscal Agent Agreement

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE FISCAL AGENT AGREEMENT) TO THE FISCAL AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND AUTHENTICATED AND DELIVERED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. _____ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF CITY OF ALISO VIEJO
2023 SPECIAL TAX REFUNDING BONDS

MATURITY DATE (SEPTEMBER 1)	PRINCIPAL AMOUNT	INTEREST RATE	DATED DATE	CUSIP NUMBER
	$		_____, 2023	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Aliso Viejo (the "City"), for and on behalf of Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo, County of Orange, State of California (the "District"), for value received, hereby promises to pay, from the Special Taxes (as hereinafter defined) to be collected in the District or amounts in the funds and accounts held under the Agreement (as hereinafter defined) to the registered owner named above, or registered assigns, on the maturity date specified above, the principal amount specified above, and to pay interest on such principal amount from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing March 1, 2024 ("Interest Payment Dates"), at the interest rate specified above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is

payable by check to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the Principal Office of The Bank of New York Mellon Trust Company, N.A. (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth (15th) day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such registered owner's address as it appears on the registration books maintained by the Fiscal Agent; except that at the written request of the owner of at least $1,000,000 in aggregate principal amount of outstanding Bonds filed with the Fiscal Agent prior to the Record Date preceding any Interest Payment Date, interest on such Bonds shall be paid to such owner on such Interest Payment Date by wire transfer of immediately available funds to an account in the United States of America designated in such written request.

This Bond is one of a duly authorized issue of bonds approved by the qualified electors of the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Mello-Roos Act"), for the purpose of defeasing and refunding the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) 2014 Special Tax Refunding Bonds, and is one of the series of Bonds designated "Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds" (the "Bonds"), in the aggregate principal amount of $[_____]. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City on October 4, 2023 (the "Resolution"), and the Fiscal Agent Agreement, dated as of December 1, 2023, between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Resolution and the Agreement herein, and by acceptance hereof the owner of this Bond assents to the terms and conditions of the Resolution and the Agreement. The Resolution is adopted under, the Agreement is executed under, this Bond is issued under, and all are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on the Bonds are payable from the annual levy of Special Taxes authorized under the Mello-Roos Act to be collected within the District (the "Special Taxes") and are secured by a pledge of and lien upon the revenues derived therefrom and certain funds held by the Fiscal Agent pursuant to the Agreement.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of its authentication, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon, or from the Closing Date, if no interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Taxes, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than as described hereinabove.

The City has covenanted for the benefit of the owners of the Bonds as follows: (i) it will order, and cause to be commenced judicial foreclosure proceedings against properties in the District with delinquent Special Taxes in excess of $10,000 by October 1 following the close of the fiscal year in which such Special Taxes were due, and (ii) it will commence judicial foreclosure proceedings against all properties in the District with delinquent Special Taxes by the October 1 following the close of each fiscal year in which it receives Special Taxes in an amount which is less than ninety-five percent (95%) of the total Special Taxes levied, and diligently pursue to completion such foreclosure proceedings; provided that the City shall not be required to order, and cause to be commenced, judicial foreclosure proceedings against any such properties if the City determines that the amount of the delinquent Special Taxes for such properties is so small that the cost of foreclosure is not warranted and no deficiency in the Reserve Fund exists.

The Bonds maturing on or after September 1, 2031 may be redeemed at the option of the District, from any source of available funds, prior to maturity, on any date on or after September 1, 2030, as a whole, or in part from such maturities as are selected by the District, at the following redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	***Redemption Price***
September 1, 2030 through and including August 31, 2031	103%
September 1, 2031 through and including August 31, 2032	102
September 1, 2032 through and including August 31, 2033	101
September 1, 2033 and any date thereafter	100

The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected by the Fiscal Agent, in integral multiples of $5,000, from moneys derived by the City from Special Tax Prepayments, at redemption prices (expressed as percentages of the principal amounts of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows:

Redemption Period	Redemption Price
March 1, 2024 through and including March 1, 2031	103%
September 1, 2031 and March 1, 2032	102
September 1, 2032 and March 1, 2033	101
September 1, 2033 and any Interest Payment Date thereafter	100

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner and to the extent provided in the Agreement.

[The outstanding Bonds maturing on September 1, [___] are subject to mandatory sinking fund redemption, in part, without premium, on September 1, [____] and on each September 1 thereafter to maturity as provided in the Agreement.]

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds selected for redemption shall have been deposited in the Principal Account in the Bond Fund, such Bonds shall cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest shall cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption.

This Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for that purpose and authenticated by the manual signature of an authorized signatory of the Fiscal Agent upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner or his duly authorized attorney, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof and interest hereon shall be payable only to the registered owner or to such owner's order.

The Fiscal Agent shall require the registered owner requesting transfer or exchange hereof to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Agreement and the rights and obligations of the City and the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed on behalf of the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City Council of the City of Aliso Viejo, for Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) thereof, has caused this Bond to be dated as of [___], 2023, and to be signed by the facsimile signature of the Mayor of the City and countersigned by the facsimile signature of the City Clerk.

CITY OF ALISO VIEJO, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) OF CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA

By: _____
Mayor of the City of Aliso Viejo for Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) thereof

ATTEST:

_____
City Clerk of the City of Aliso Viejo

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-defined Agreement.

Dated: [___], 2023

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Fiscal Agent

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____
_____
_____
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Fiscal Agent.	Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023

NEW ISSUE

[RATING: S&P – "__"]

BOOK-ENTRY ONLY

(See "RATING" herein)

In the opinion of Best Best & Krieger LLP, Riverside, California, Bond Counsel, subject, however, to certain qualifications described in this Official Statement, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and interest on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, for tax years beginning after December 31, 2022, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income taxes. See "TAX MATTERS," herein.

$_____*
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
2023 SPECIAL TAX REFUNDING BONDS

Dated: Date of Issuance **Due: September 1, as shown on inside front cover**

The Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds (the "Bonds") are being issued by the City of Aliso Viejo (the "City") for and on behalf of Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo (the "District") pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq*. of the California Government Code), and that certain Fiscal Agent Agreement (the "Agreement"), dated as of December 1, 2023, between the City, for and on behalf of the District, and The Bank of New York Mellon Trust Company, N.A. (the "Fiscal Agent"). The Bonds are special obligations of the District and are payable solely from revenues derived from certain annual Special Taxes (as defined herein) to be levied on certain taxable land within the District (less certain administrative expenses) and from certain other funds pledged under the Agreement, all as further described herein. The Special Taxes are to be levied according to the rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See "SECURITY FOR THE BONDS – Special Taxes." The City Council of the City is the legislative body of the District.

The proceeds of the Bonds will primarily be used to (i) refund the outstanding Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2014 Special Tax Refunding Bonds (the "2014 Bonds") on a current basis; (ii) provide for a debt service reserve fund policy for deposit in the Reserve Fund to fund 50% of the initial Reserve Requirement and fund a cash deposit for the remaining 50% of the initial Reserve Requirement; and (iii) pay costs of issuing the Bonds. See "REFUNDING PLAN" herein.

Interest due with respect to the Bonds is payable on March 1 and September 1 of each year, commencing March 1, 2024. Initial purchases of beneficial interests in the Bonds will be made in book-entry form and the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Bond denominations are $5,000 and any integral multiple in excess thereof. Purchasers of beneficial interests in the Bonds will not receive certificates representing their interests in the Bonds and will not be paid directly by the Fiscal Agent. See "APPENDIX F – DTC and Book Entry System."

The Bonds are subject to optional and mandatory redemption prior to their stated maturity, as described herein. See "THE BONDS – Redemption" herein.

To provide funds for payment of the Bonds in the event of a shortfall of revenues caused by delinquent Special Tax payments, the City will establish a Reserve Fund for the Bonds initially funded partially with Bond proceeds to fund 50% of the initial Reserve Requirement and partially with a reserve fund surety issued by [INSURER] (the "Insurer") to fund the remaining 50% of the initial Reserve Requirement. If revenues from the Special Taxes are insufficient to pay the debt service on the Bonds, the moneys in the Reserve Fund are available to cover the deficiency. There is no assurance that funds will be available for this purpose and if, during the period of revenue shortfall, there are insufficient moneys in the Reserve Fund, there may be a delay in payment to the owners of the Bonds.

Neither the full faith and credit nor the taxing power of the City, the County of Orange, the State of California or any political subdivision thereof is pledged to the payment of the Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are special tax obligations of the District payable solely from Special Tax Revenues and other amounts held under the Agreement as more fully described herein.

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. THE PURCHASE OF THE BONDS INVOLVES SIGNIFICANT RISKS, AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

This cover page contains certain information for quick reference only. It is not a complete summary of the terms of this Bond issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

MATURITY SCHEDULE
(see Inside Cover Page)

The Bonds are being offered when, as and if issued by the City on behalf of the District, subject to the approval as to their legality by Best Best & Krieger LLP, Riverside, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Best Best & Krieger LLP, as City Attorney and Disclosure Counsel to the City and District, for the Underwriter by Kutak Rock LLP, as Underwriter's Counsel. Delivery of the Bonds is expected to occur in New York, New York on or about December 5, 2023.

* Preliminary, subject to change.

[UNDERWRITER LOGO]

Dated: _____, 2023

MATURITY SCHEDULE*[*]

(Base CUSIP[†]:[_____])

$_____[*] Serial Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield	CUSIP[†]

$_____% Term Bonds Due September 1, _____ Yield _____% CUSIP[†]: ____

[†] Copyright 2023, CUSIP Global Services, and a registered trademark of the American Bankers Association. CUSIP data is provided by CUSIP Global Services, which is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Neither the Underwriter, City, nor the District assumes any responsibility for the accuracy of the CUSIP data.

[*] Preliminary, subject to change.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENTS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

This Official Statement speaks only as of its date, and the information contained herein is subject to change. This Official Statement and any continuing disclosure documents of the District are intended to be made available by the City on behalf of the District at the address indicated below. The District has undertaken to provide certain continuing disclosure pursuant to a Continuing Disclosure Agreement, as described herein. Copies of the resolutions and other documents relating to the issuance of the Bonds are available upon request, and upon payment to the City of a charge for copying, mailing and handling, from the office of the City Manager, City of Aliso Viejo, 12 Journey, Suite 100, Aliso Viejo, California 92656-5335.

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations in connection with the offer or sale of the Bonds described herein, other than as contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the District or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "budget" or other similar words and include, but are not limited to, statements under the captions "THE DISTRICT."

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

By placing an order for the Bonds with an Underwriter, you agree that if you are allocated Bonds, the Underwriter may disclose your identity to the City and District as an initial purchaser of the Bonds, unless you advise your sales representative otherwise.

The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. While the City on behalf of the District has agreed to provide certain on-going financial and operating data, except as specifically described under the caption "LEGAL MATTERS – Continuing Disclosure," the City on behalf of the District does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based change.

The information set forth herein has been obtained from the City for the District, and other sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a representation by, the City, District, or the Underwriter. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the District since the date hereof. All summaries contained herein of any resolutions, the Agreement, or other documents are made subject to the provisions of such documents and do not purport to be complete statements of any or all such provisions.

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CITY OF ALISO VIEJO

City Council

Richard Hurt, Mayor
Mike Munzing, Mayor Pro-Tem
Tiffany Ackley, Council Member
Ross Chun, Council Member
Max Duncan, Council Member

City Staff

David Doyle, City Manager
Ann Eifert, Director of Financial Services/City Treasurer
Mitzi Ortiz, City Clerk
Best Best & Krieger LLP, City Attorney

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel
Best Best & Krieger LLP
Riverside, California

Special Tax Consultant and Dissemination Agent
Koppel & Gruber Public Finance
San Marcos, California

Municipal Advisor
Fieldman, Rolapp & Associates, Inc.
Irvine, California

Fiscal Agent/Escrow Agent
The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Verification Agent
Robert Thomas, CPA, LLC
Minneapolis, Minnesota

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LOCATION MAP

AERIAL PHOTO

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OFFICIAL STATEMENT

**$_____*
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
2023 SPECIAL TAX REFUNDING BONDS**

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in this entire Official Statement, including the cover page and appendices hereto, and the documents summarized or otherwise described herein. A full review should be made of this entire Official Statement and such documents prior to making an investment in the Bonds. The sale and delivery of the Bonds to potential investors is made only by means of the entire Official Statement.

General

This Official Statement, including the appendices hereto, sets forth certain information concerning the issuance by the City of Aliso Viejo (the "City") for and on behalf of Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo (the "District") of the $_____* aggregate principal amount of the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds (the "Bonds"). The Bonds are being issued by the City, for and on behalf of the District, under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq*. of the California Government Code) (the "Act"), and that certain Fiscal Agent Agreement, dated as of December 1, 2023 (the "Agreement"), by and between the City for and on behalf of the District and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent (the "Fiscal Agent"). Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings given such terms in the Agreement, some of which are set forth in Appendix A hereto.

Issuing Authority

The District was established by the City Council of the City (the "City Council") pursuant to proceedings under the Act on April 20, 2005. See "THE DISTRICT – Authorization" herein. The Bonds were authorized to be issued by a resolution adopted by the City Council on October 4, 2023 (the "Resolution of Issuance"). The Bonds are being issued pursuant to the Act, the Resolution of Issuance, and the Agreement. See "THE BONDS – Authority for Issuance."

Application of Proceeds

The net proceeds of the Bonds will be used to (i) refinance the outstanding Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2014 Special Tax Refunding Bonds (the "2014 Bonds") on a current basis and cause the early redemption thereof on March 1, 2024; (ii) provide for a debt service reserve fund policy (the "Reserve Fund Policy") for deposit in the Reserve Fund to fund 50% of the initial Reserve Requirement and fund a cash deposit for the remaining 50% of the initial Reserve Requirement; and (iii) pay costs of issuing the Bonds. See "REFUNDING PLAN – Sources and Uses of Bond Proceeds" herein.

The District

District Development. The City, which has a population of approximately 50,000 and is approximately 7 square miles, is located in Orange County (the "County"). The City is located in Southern California, approximately 45 miles from downtown Los Angeles, 70 miles north of San Diego, and 4 miles northeast of the

* Preliminary, subject to change.

Pacific Ocean. Neighboring communities include Laguna Hills, Laguna Niguel, Laguna Beach, and Laguna Woods.

The District is located in the City at the northeast corner of Glenwood Drive and Aliso Creek Road. The District consists of approximately 104 gross acres and is split into two zones. The District includes 502 single family residential units, including 455 taxable units of residential property and 43 affordable units in Zone 1 and 4 taxable units of residential property in Zone 2. The affordable units are not subject to the special tax. The entire residential development was complete as of March 1, 2013. The balance of the acreage in the District represents parcels that are exempt from the levy of the Special Tax and includes open space, public rights-of-way, a City Conference Center, an aquatic center, a public park, and a portion of the Aliso Viejo Golf Course, a privately owned golf course. The original developer of property within the District was Shea Limited Partnership (the "Developer"), an affiliate of Shea Family of Companies; all parcels are currently owned by individual homeowners. The Bonds are secured and payable solely from Special Tax Revenues of the District, including foreclosure proceeds obtained from foreclosure and sale of Taxable Property in the District.

Formation Proceedings. The District has been formed by the City pursuant to the Act.

The Act was enacted by the California legislature to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State of California (the "State"). Any local agency (as defined in the Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election and compliance with the other provisions of the Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness. The City Council acts as the legislative body of the District.

Pursuant to the Act, the City Council adopted the necessary resolutions stating its intent to establish the District, to authorize the levy of special taxes on taxable property within the boundaries of the District, and to incur bonded indebtedness within the District. The Bonds are secured and payable solely from Special Tax Revenues (as defined herein) of the District, including foreclosure proceeds obtained from foreclosure and sale of property located in the District. Following public hearings conducted pursuant to the provisions of the Act, the City Council adopted resolutions establishing the District and calling special elections to submit the levy of the Special Taxes and the incurring of bonded indebtedness to the qualified voters of the District. On April 20, 2005, at an election held pursuant to the Act, the then current landowners who comprised the qualified voters of the District authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $37,500,000 to be secured by the levy of Special Taxes on taxable property within the District. On that same date, the landowners within the District approved the rate and method of apportionment of the Special Taxes on land within the District to pay the principal of and interest on the bonds of the District (the "Original Rate and Method"). On November 1, 2006, at a subsequent election held pursuant to the Act, the landowners who comprised the qualified electors of the District approved the levy of a special tax within the District pursuant to a Modified Rate and Method of Apportionment of Special Tax (the "Modified Rate and Method," and together with the Original Rate and Method, the "Rate and Method"). The Rate and Method is set forth in Appendix C hereto. The facilities authorized to be financed by the District are referenced herein as the "Facilities."

Property Value.

The value of the land within the District is a critical factor in determining the investment quality of the Bonds. If a property owner is delinquent in the payment of the Special Tax, the District's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Tax. See "THE DISTRICT – Property Assessed Values" for a discussion of the development status of property in the District and the assessed value (and value-to-lien ratios) of property within the District. No appraisal of the property within the District has been undertaken by the City in connection with the issuance of the Bonds.

The Fiscal Year 2023-24 assessed value of the property within the District subject to the levy of the Special Tax is $488,007,311. See "THE DISTRICT - Property Assessed Values" below. Within the District there

are other liens and overlapping indebtedness. See "THE DISTRICT – Estimated Direct and Overlapping Debt." The estimated assessed value to lien ratio for the property within the District subject to the levy of the Special Tax in Fiscal Year 2023-24 is 21.12* to 1 based on the principal amount of the Bonds and other overlapping debt secured by *ad valorem* taxes, special taxes and assessments on such property. Total direct and overlapping tax and assessment debt on property in the District as of August 1, 2023 is $23,102,475, including the Bonds hereby offered. See "THE DISTRICT – Estimated Direct and Overlapping Debt" for a discussion of additional debt secured by liens on the real property in the District on a parity with the Bonds.

Security for the Bonds

Under the Agreement, the Bonds are payable from a portion of the Special Tax levied on taxable property within the District. See "SECURITY FOR THE BONDS – Special Taxes" herein. "Special Tax" is defined in the Agreement and is used in this Official Statement, to mean the special taxes levied by the City Council on parcels of taxable property within the District pursuant to the Act, the Rate and Method, and the Agreement. Under the Agreement, the City on behalf of the District has pledged to repay the Bonds from Special Tax Revenues and certain funds pledged thereto pursuant to the Agreement. "Special Tax Revenues" is defined in the Agreement to mean the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon. The Special Taxes levied pursuant to the Rate and Method increase by two percent (2%) annually. See "APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" and "APPENDIX A – SUMMARY OF THE AGREEMENT" herein.

Under the Agreement, the City on behalf of the District has agreed to levy the Special Tax, and to repay the Bonds from the Special Tax Revenues (except for the amount of $42,007 which shall be deposited in the Administrative Expense Fund for Fiscal Year 2023-24, and which amount shall be escalated by 2% each fiscal year thereafter during the term of the Bonds, the "Priority Administrative Expense Allocation") and from certain amounts on deposit in the Special Tax Prepayments Account, the Bond Fund and the Reserve Fund established under the Agreement. See "APPENDIX A – SUMMARY OF THE AGREEMENT." A portion of the proceeds of the Bonds and the Reserve Fund Policy will be deposited in the Reserve Fund to the extent necessary to make the amount on deposit therein equal to the Reserve Requirement. The moneys in the Reserve Fund will be used for, among other purposes permitted by the Agreement, payment of the principal of and interest on the Bonds in the event that moneys in the Bond Fund are insufficient therefor. See "SECURITY FOR THE BONDS – Reserve Fund."

Foreclosure Proceeds. The City, on behalf of the District, has covenanted for the benefit of the owners of the Bonds that it will (i) order, and cause to be commenced, judicial foreclosure proceedings against properties with delinquent Special Taxes in excess of $10,000 by the October 1 following the close of the fiscal year in which such Special Taxes were due; and (ii) commence judicial foreclosure proceedings against all properties with delinquent Special Taxes by the October 1 following the close of each fiscal year in which it receives Special Taxes in an amount which is less than ninety-five percent (95%) of the total Special Taxes levied, and diligently pursue to completion such foreclosure proceedings; provided, however, the City shall not be required to order, and cause judicial foreclosure proceedings to be commenced against delinquent properties as long as no deficiency in the Reserve Fund exists (or is projected to exist in order to meet the next upcoming debt service payment) and the City determines that the cost of pursuing such foreclosure is greater than the outstanding delinquency. See "SECURITY FOR THE BONDS" herein. There is no assurance that the taxable property within the District can be sold for the values described herein, or for a price sufficient to pay the principal of and interest on the Bonds in the event of a default in payment of Special Taxes by the current or future landowners within the District. See "SPECIAL RISK FACTORS – Property Values" herein.

EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OR SPECIAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT, BUT ARE SPECIAL OBLIGATIONS

* Preliminary; subject to change.

OF THE CITY PAYABLE SOLELY FROM SPECIAL TAX REVENUES AND CERTAIN AMOUNTS HELD UNDER THE AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Limited Liability

Although the unpaid Special Taxes constitute a lien on the taxable real property within the District, they do not constitute a personal indebtedness of any landowner within the District, the Developer, or any future property owner in the District. There is no assurance that the current owners of property within the District, or any future property owners within the District, will be financially able to pay the Special Taxes or that they will pay the Special Taxes even though financially able to do so.

THE BONDS ARE PAYABLE SOLELY FROM THE PROCEEDS OF THE SPECIAL TAX TO BE LEVIED ANNUALLY ON THE LAND WITHIN THE DISTRICT (EXCEPT FOR THE PRIORITY ADMINISTRATIVE EXPENSE ALLOCATION) AND AMOUNTS IN CERTAIN FUNDS ESTABLISHED UNDER THE AGREEMENT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN OF THE DISTRICT, TO THE LIMITED EXTENT SET FORTH IN THE AGREEMENT) IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF OR CHARGE, LIEN OR ENCUMBRANCE UPON ANY OF THE PROPERTY OR REVENUES OF THE CITY, AND THE PAYMENT OF THE INTEREST ON OR PRINCIPAL OF OR REDEMPTION PREMIUMS, IF ANY, ON THE BONDS IS NOT A GENERAL DEBT, LIABILITY OR OBLIGATION OF THE CITY OR THE DISTRICT.

Description of the Bonds

The Bonds are dated their date of delivery and mature in the amounts and in the years, and bear interest at the rates set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable on each March 1 and September 1 each year, beginning March 1, 2024.

The Bonds will be issued and delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") in denominations of $5,000 or any integral multiple in excess thereof, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. In the event that the book-entry-only system described herein is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Agreement. See "THE BONDS – Description of the Bonds" and "APPENDIX F – DTC AND THE BOOK ENTRY SYSTEM" herein.

Principal of, premium, if any, and interest on the Bonds are payable by the Fiscal Agent to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of DTC Participants. In the event that the book-entry-only system is no longer used with respect to the Bonds, the Beneficial Owners will become the registered owners of the Bonds and will be paid principal and interest by the Fiscal Agent, all as described herein. See "THE BONDS – Description of the Bonds" and "APPENDIX F – DTC AND THE BOOK ENTRY SYSTEM" herein. *So long as the Bonds are in book-entry-only form, all references in the Official Statement to the owners or holders of the Bonds shall mean DTC or its nominee and not the Beneficial Owners of the Bonds.*

The Bonds are subject to optional redemption and mandatory redemption as described herein. For more complete descriptions of the Bonds and the Agreement pursuant to which they are being issued and delivered, see "THE BONDS" and "APPENDIX A – SUMMARY OF THE AGREEMENT" herein.

Tax Matters

In the opinion of Bond Counsel, based on an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Bonds is

excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of federal alternative minimum tax imposed on individuals and corporations, although Bond Counsel observes that such interest is included in annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. Bond Counsel expresses no opinion regarding any other federal or state income tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

Continuing Disclosure

The City on behalf of the District has, with Koppel & Gruber Public Finance, as Dissemination Agent, entered into a Continuing Disclosure Agreement whereby the City on behalf of the District has covenanted for the benefit of the Owners of the Bonds to provide to the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board ("EMMA"), which can be found at www.emma.msrb.org (none of the information on such website is incorporated by reference herein), certain financial information and operating data relating to the District by not later than nine months after the end of each fiscal year (the "Annual Reports"), and to provide notices of the occurrence of certain listed events. The Annual Reports and notices of listed events will be filed by the Dissemination Agent on behalf of the District, with EMMA. The specific nature of the information to be contained in the Annual Reports or the notices of listed events is set forth in "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT." See also "LEGAL MATTERS - Continuing Disclosure."

Bond Owners' Risks

Certain events could affect the timely repayment of the principal of and interest on the Bonds when due. See "SPECIAL RISK FACTORS" herein for a discussion of certain factors which should be considered, in addition to other matters set forth herein, in evaluating an investment in the Bonds. The purchase of the Bonds involves significant risks, and the Bonds may not be appropriate investments for some investors.

Professionals Involved in the Offering

The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, will act as Fiscal Agent under the Agreement. Piper Sandler & Co. is the Underwriter of the Bonds. The proceedings of the City Council in connection with the issuance, sale, and delivery of the Bonds are subject to the approval of Best Best & Krieger LLP, Riverside, California, Bond Counsel. Koppel & Gruber Public Finance, San Marcos, California is acting as Special Tax Consultant to the City and District and will act as dissemination agent under the Continuing Disclosure Agreement of the City. Certain legal matters will be passed on for the City and the District by Best Best & Krieger LLP as City Attorney and Disclosure Counsel. Kutak Rock LLP, Irvine, California, is acting as Underwriter's Counsel. Fieldman, Rolapp & Associates, Inc., Irvine, California, is acting as Municipal Advisor to the City and District.

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information under the caption "THE DISTRICT."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS,

PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Additional Information

Brief descriptions of the Bonds, the Agreement, the Continuing Disclosure Agreement, the security for the Bonds, the District, the development of the property in the District and certain other documents and information are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. Any references to documents herein are qualified by reference to the complete text thereof. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings given them in the Agreement, some of which are set forth in "APPENDIX A – SUMMARY OF THE AGREEMENT." Copies of documents referenced herein may be obtained upon written request and payment of the cost of mailing and duplication from the office of the City Clerk of the City, 12 Journey, Suite 100, Aliso Viejo, California 92656-5335.

REFUNDING PLAN

A portion of the proceeds of the Bonds will be used, together with certain existing funds, to provide for the defeasance and refunding of the 2014 Bonds. Money will be deposited into the Principal Account of the Bond Fund for the 2014 Bonds pursuant to Irrevocable Investment Instructions, dated as of December 1, 2023, between the City and The Bank of New York Mellon Trust Company, N.A., as Escrow Bank (the "Investment Instructions").

Moneys used to redeem the 2014 Bonds are expected to be held uninvested or invested in U.S. governmental obligations or other non-callable obligations. The amount deposited in the Principal Account of the Bond Fund for the 2014 Bonds will be sufficient to pay when due the principal of and interest and premium, if any, on the 2014 Bonds to and including March 1, 2024, and to redeem the 2014 Bonds on March 1, 2024.

As a result of the deposit and application of funds as provided in the Investment Instructions, the obligation to make payments of the principal of, premium, if any, and interest on, as the case may be, the 2014 Bonds will be defeased on such date of deposit. Neither the moneys in the Principal Account of the Bond Fund for the 2014 Bonds nor the interest thereon will be available for the payment of the Bonds.

Sources and Uses of Bond Proceeds

The following table sets forth the expected sources and uses of Bond proceeds and prior funds being used to effectuate the refunding and redemption of the 2014 Bonds:

Sources of Funds	
Principal Amount of Bonds	$
Plus Original Issue Premium	
Plus Funds Related to 2014 Bonds	
TOTAL SOURCES	$
Uses of Funds	$
Costs of Issuance Fund[(1)]	
Reserve Fund[(2)]	
Underwriter's Discount	
Redemption of 2014 Bonds	
TOTAL USES	$

(1) To be used to pay costs of issuance of the Bonds, including Bond Counsel fees, Disclosure Counsel fees, initial Fiscal Agent fees, Municipal Advisor fees, Special Tax Consultant fees, Rating Agency fee, Official Statement printing, Reserve Fund Policy fees, and other costs of issuance.

(2) The initial Reserve Requirement is comprised of Bond proceeds in the amount of $[___] with the balance satisfied with the Reserve Fund Policy. See "SECURITY FOR THE BONDS – Reserve Fund."

Annual Debt Service of Bonds

The table below sets forth the scheduled annual debt service payments on the Bonds, assuming no optional redemption of the Bonds but including mandatory sinking fund redemptions.

Year Ending (September 1)	Principal	Interest	Total

_____

THE BONDS

Authority for Issuance

The District was established and bonded indebtedness within the District in an amount not to exceed $37,500,000 was authorized pursuant to the provisions of the Act. The Bonds will be issued pursuant to the Act, a Resolution of Issuance, and the Agreement. The Bonds are secured under the Agreement and are payable from Special Tax Revenues (except for the Priority Administrative Expense Allocation) and from funds and accounts held under the Agreement, excluding the Improvement Fund and all subaccounts therein, the Administrative Expense Fund, and the Rebate Fund. See "APPENDIX A – SUMMARY OF AGREEMENT" herein.

Description of the Bonds

The Bonds are being issued in the aggregate principal amount of $[___], are dated their date of delivery, and will mature in the amounts and in the years and bear interest at the rates set forth on the inside cover page of this Official Statement.

The Bonds will be issued without coupons in fully registered form, in the name of Cede & Co., as nominee for DTC, as registered owner of all the Bonds. The Bonds will be available to ultimate purchasers in denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the owners shall mean Cede & Co., and shall not mean the purchasers or Beneficial Owners of the Bonds. See "APPENDIX F – DTC AND THE BOOK ENTRY SYSTEM."

So long as the Bonds are held in book-entry-only form, principal of, premium, if any, and interest on the Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Bonds in accordance with the procedures adopted by DTC. See "APPENDIX F – DTC AND THE BOOK ENTRY SYSTEM." The Bonds will mature on September 1, in the principal amounts and years, and bearing rates of interest, as shown on the inside cover of this Official Statement.

Interest on the Bonds will be payable semiannually on September 1 and March 1 of each year, commencing March 1, 2024 (each, an "Interest Payment Date") and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication; or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon or from the Closing Date, if no interest has previously been paid or made available for payment thereon.

Payments of the principal of, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., by the Fiscal Agent, so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of Participants and Indirect Participants, as more fully described herein. See "APPENDIX F – DTC AND THE BOOK ENTRY SYSTEM."

Redemption*

Optional Redemption. The Bonds maturing on or before September 1, 2030 are not subject to optional call and redemption prior to maturity. The Bonds maturing on or after September 1, 2031 may be redeemed at

* Preliminary; subject to change.

the option of the City, from any source of available funds, prior to maturity, on any date on or after September 1, 2030, as a whole, or in part from such maturities as are selected by the City, at the following redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	***Redemption Price***
September 1, 2030 through and including August 31, 2031	103%
September 1, 2031 through and including August 31, 2032	102
September 1, 2032 through and including August 31, 2033	101
September 1, 2033 and any date thereafter	100

Mandatory Redemption from Special Tax Prepayments. The Bonds are subject to mandatory redemption prior to their stated maturity dates on any Interest Payment Date, as selected by the City among maturities (and by lot within any one maturity), in integral multiples of $5,000, from moneys derived by the City from Special Tax Prepayments, at redemption prices (expressed as percentages of the principal amounts of the Bonds to be redeemed), together with accrued interest to the date of redemption, as follows:

Redemption Dates	Redemption Price
March 1, 2024 through and including March 1, 2031	103%
September 1, 2031 and March 1, 2032	102
September 1, 2032 and March 1, 2033	101
September 1, 2033 and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The outstanding Bonds maturing on September 1, _____ are subject to mandatory sinking fund redemption, in part, on September 1, ____, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date of redemption, without premium, and from sinking payments as follows:

BONDS MATURING SEPTEMBER 1, 20__

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments

The amounts in the foregoing schedules shall be reduced by the City pro rata among redemption dates, in order to maintain substantially level debt service, as a result of any prior partial optional redemption of the Bonds or mandatory redemption of the Bonds from the prepayment of Special Taxes.

Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase. In such event, the City shall, as may be appropriate, provide to the Fiscal Agent a revised maturity schedule or a revised mandatory sinking fund schedule for the Bonds, or both.

Selection of Bonds for Redemption

If less than all the Bonds outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of

Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

Whenever provision is made in the Agreement for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Bondowner, at the expense of the District, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Notice of Redemption

Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be (a) mailed by first class mail, postage prepaid, or (b) electronically delivered at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services selected by an Authorized Officer, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books maintained by the Fiscal Agent at its Principal Office; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds. The Fiscal Agent shall also cause notice of any redemption to be mailed, in such manner and within such time, to the Underwriter.

Such notice shall state the date of such notice, the date of issue of the Bonds, the place or places of redemption, the redemption date, the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed, by giving the individual CUSIP number and Bond number of each Bond to be redeemed, or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called for redemption in part the portion of the principal of the Bond to be redeemed, shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The City shall have the right to rescind any notice of redemption prior to maturity on or prior to the date fixed for such redemption prior to maturity, in which case such redemption shall be cancelled and annulled and such cancellation shall not constitute an event of default under the Agreement. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date so fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The City and the Fiscal Agent shall have no liability to the Owners or any other party related to or arising from such rescission or cancellation of redemption. The Fiscal Agent shall mail notice of such rescission or cancellation of redemption in the same manner as the original notice of redemption.

If less than all the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing the number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

Whenever provision is made for the redemption of less than all of the Bonds of a maturity or any given portion thereof, the Fiscal Agent shall select the Bonds of such maturity to be redeemed, from all Bonds of such maturity or such given portion thereof not previously called for redemption, by lot within a maturity in any manner which the Fiscal Agent in its sole discretion shall deem appropriate, subject to the procedures of the Depository.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Effect of Redemption

From and after the date fixed for redemption, if funds available for the payment of the redemption prices of the Bonds called for redemption have been deposited in the Bond Fund, such Bonds will cease to be entitled to any benefit under the Agreement other than the right to receive payment of the redemption price, and interest will cease to accrue on the Bonds to be redeemed on the redemption date specified in the notice of redemption. All Bonds redeemed and purchased by the Fiscal Agent pursuant to the Agreement will be cancelled by the Fiscal Agent.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds shall be made in accordance with DTC procedures. See "APPENDIX F – DTC AND THE BOOK ENTRY SYSTEM." If the book-entry-only system for the Bonds is ever discontinued, any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. Whenever any Bond or Bonds shall be surrendered for transfer or exchange, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Fiscal Agent shall collect from the Bondowner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

SECURITY FOR THE BONDS

Limited Obligations

The Bonds are special, limited obligations of the District secured by a pledge upon all of the Special Tax Revenues (except for the Priority Administrative Expense Allocation) and all moneys on deposit in the Special Tax Prepayments Account, the Bond Fund, and the Reserve Fund (including the investment earnings thereon), and from no other sources.

"Special Tax Revenues" are defined in the Agreement to mean the proceeds of the Special Taxes received by the City, including any scheduled payments, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes in the amount of said lien and interest and penalties thereon.

In the event that the Special Tax Revenues are not received when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent, including amounts held in the Reserve Fund, for the exclusive benefit of the Bondowners.

NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF ORANGE, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION

THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS ARE NOT GENERAL OBLIGATIONS OF THE CITY NOR GENERAL OBLIGATIONS OF THE DISTRICT BUT ARE SPECIAL OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM SPECIAL TAX REVENUES AND OTHER AMOUNTS PLEDGED UNDER THE AGREEMENT AS MORE FULLY DESCRIBED HEREIN.

Special Taxes

Authorization and Pledge. In accordance with the provisions of the Act, the City Council established the District on April 20, 2005, to finance the construction and acquisition of certain public capital improvements. On that same date, at an election held pursuant to the Act, the landowners who comprised the qualified voters of the District authorized the District to incur bonded indebtedness in the aggregate principal amount not to exceed $37,500,000 to be secured by the levy of Special Taxes on taxable property within the District pursuant to the Original Rate and Method. A Notice of Special Tax Lien was recorded in the Office of the Recorder of the County of Orange on April 29, 2005 as Document No. 2005-000329076. On November 1, 2006, at a subsequent election held pursuant to the Act, the landowners who comprised the qualified electors of the District approved the levy of the Special Tax within the District pursuant to the Modified Rate and Method. An Amendment to Notice of Special Tax Lien was recorded in the Office of the Recorder of the County of Orange on November 13, 2006 as Document No. 2006-000763701. See "APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX " attached hereto for the complete text of the Rate and Method.

The Bonds are secured by a pledge of and lien upon (which shall be effected in the manner and to the extent provided in the Agreement) all of the Special Tax Revenues (except the Priority Administrative Expense Allocation which will be deposited in the Administrative Expense Fund for each fiscal year pursuant to the Agreement) and all moneys on deposit in the Special Tax Prepayments Account, the Bond Fund, and the Reserve Fund. The Bonds that may be issued shall be equally secured by a pledge of and lien upon such Special Tax Revenues and such moneys without priority for number, date of Bond, date of execution or date of delivery; and the payment of the interest on and principal of the Bonds and any premium upon the redemption of any thereof shall be and is secured by a pledge of and lien upon such Special Tax Revenues and such moneys. Such Special Tax Revenues and all moneys deposited into such funds are dedicated in their entirety to the payment of the principal of and interest and any premium on the Bonds, as provided in the Agreement and in the Act, until all of the Bonds have been paid and retired or until moneys or Defeasance Securities have been set aside irrevocably for that purpose in accordance with the Agreement.

The Bonds are not secured by any amounts on deposit in the Administrative Expense Fund or the Rebate Fund established under the Agreement. Any facilities financed with the proceeds of the Bonds are not in any way pledged to pay debt service on the Bonds.

In the Agreement, the City has agreed to effect the levy of the Special Taxes each fiscal year in accordance with the Act by August 10 of each year (or such later date as may be authorized by the Act or any amendment thereof) that the Bonds are outstanding, such that the computation of the levy is complete before the final date on which the County Auditor-Controller will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the tax roll for the fiscal year then beginning. Upon the completion of the computation of the amounts of the levy of the Special Taxes, the City shall prepare or cause to be prepared, and shall transmit to the Auditor-Controller, such data as the Auditor-Controller requires to include the levy of the Special Taxes on the tax roll.

The City on behalf of the District shall fix and levy the amount of Special Taxes within the District required for the payment of the principal of and interest on any outstanding Bonds becoming due and payable during the ensuing calendar year, including any necessary replenishment or expenditure of the Reserve Fund, and the amount estimated to be sufficient to pay the Administrative Expenses during such calendar year. The Special Taxes so levied shall not exceed the authorized amounts for the District as provided in the proceedings for the formation of the District and in the Rate and Method. Such maximum amount may not be sufficient to fully replenish the Reserve Fund. In addition, no increase to the Special Taxes on any one parcel may exceed 10%

above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults to cover delinquencies caused by other parcels. See "APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

Prepayment of Special Taxes. Under the Rate and Method, the Special Tax obligation for any parcel within the District may be prepaid in full and permanently satisfied at any time. See "APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." Any required or voluntary prepayment of Special Taxes will result in a mandatory redemption of Bonds. See "THE BONDS – Redemption – *Mandatory Redemption from Special Tax Prepayments*."

Collection and Application of Special Taxes. The Agreement provides that the Special Taxes shall be payable and be collected (except in the event of judicial foreclosure proceedings pursuant to the Agreement) in the same manner and at the same time and in the same installments as *ad valorem* taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do *ad valorem* taxes on real property. Notwithstanding the foregoing, the City Council may elect, as permitted by the Act, to collect the Special Taxes to be levied for any fiscal year directly from the owners of the parcels of taxable property upon which the Special Taxes are levied rather than by transmitting the Special Taxes to the Auditor-Controller for collection on the tax roll. The Special Taxes will be transferred to the Fiscal Agent and deposited in the Special Tax Fund established under the Agreement when received by the City. See "APPENDIX A – SUMMARY OF THE AGREEMENT."

Under the Agreement, the City has covenanted that (a) to the extent that it is legally permitted to do so, it will levy the Special Taxes for the payment of the Administrative Expenses which are expected to be incurred in each fiscal year and (b) it will not initiate proceedings under the Act to reduce the maximum Special Tax rates for Developed Property (the "Maximum Rates") below the amounts which are necessary to provide Special Tax Revenues in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the outstanding Bonds plus estimated Administrative Expenses for the then current fiscal year. The City has further covenanted that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the Maximum Rates, it will commence and pursue legal action seeking to preserve its ability to comply with its covenant described in the preceding sentence. See "SPECIAL RISK FACTORS – Constitutional Amendment" herein.

Although the Special Tax will constitute a lien on the land within the District which is subject to taxation, it does not constitute a personal indebtedness of either of the current or any future property owners within the District. There is no assurance that the landowners within the District will be financially able to pay the annual Special Tax or that they will pay such tax even if financially able to do so. The risk of property owners within the District not paying the annual Special Tax is more fully described under the heading "SPECIAL RISK FACTORS – Insufficiency of Special Taxes."

Under the terms of the Agreement, not later than the ten (10) Business Days after receipt from the City, all Special Tax Revenues received by the City are to be deposited by the Fiscal Agent in the Special Tax Fund. Special Tax Revenues (with the exception of Special Tax Revenues representing Prepayments) are to be applied by the Fiscal Agent under the Agreement in the following order of priority: (i) to deposit annually the Priority Administrative Expense Allocation to the Administrative Expense Fund; (ii) to pay the principal of and interest on the Bonds when due; (iii) to replenish the Reserve Fund to the Reserve Requirement; (iv) to deposit additional funds to the Administrative Expense Fund to pay Administrative Expenses of the District above the Priority Administrative Expense Allocation, referenced in (i) above; and (v) to transfer the remaining amounts to the Interest Account. See "APPENDIX A – SUMMARY OF THE AGREEMENT." Special Tax Prepayments shall be deposited in the Special Tax Prepayment Account of the Bond Fund as provided for in the Agreement and used to redeem Bonds. See "THE BONDS – Redemption of Bonds – *Mandatory Redemption from Special Tax Prepayments*."

Reserve Fund

In order to secure the payment of principal and interest on the Bonds, the City will initially deposit a portion of Bond proceeds and the Reserve Fund Policy issued by the Insurer, together in an amount equal to the initial Reserve Requirement, into the Reserve Fund held by the Fiscal Agent. The Reserve Requirement is, as of any date of calculation, the lesser of (i) ten percent (10%) of the original principal amount of the Bonds; (ii) Maximum Annual Debt Service on the Bonds; or (iii) one hundred twenty-five percent (125%) of average Annual Debt Service on the Bonds, as determined by the City. Notwithstanding the foregoing, in no event shall the Reserve Requirement exceed the initial deposit amount into the Reserve Fund. The Reserve Requirement may be satisfied in whole or in part by cash, by a Qualified Debt Service Reserve Instrument (as that term is defined in the Agreement), or a combination thereof. On the date of issuance of the Bonds, the City will deposit $[____] from proceeds of the Bonds, together with the Reserve Fund Policy, into the Reserve Fund to satisfy the Reserve Requirement.

All amounts on deposit in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Interest Account and the Principal Account of the Bond Fund in the event of any deficiency at any time in either of such accounts of the amount then required for payment of the principal of and interest and any premium on the Bonds or, in accordance with the provisions of the Agreement for the purpose of redeeming Bonds. In addition, the Agreement provides that whenever, on any September 2, the amount in the Reserve Fund, less Investment Earnings resulting from the investment of the funds therein which pursuant to the Agreement must be rebated to the United States, exceeds the Reserve Requirement, the Fiscal Agent shall provide written notice to the City of the amount of the excess. The Fiscal Agent shall, subject to the requirements of the Agreement, transfer an amount from the Reserve Fund which will reduce the amount on deposit therein to an amount equal to the Reserve Requirement to the Interest Account and the Principal Account, in the priority specified in the Agreement, to be used for the payment of the interest on and principal of the Bonds on the next succeeding Interest Payment Date. In the event the Reserve Fund is drawn upon to pay principal of and interest on the Bonds if insufficient funds are available from the proceeds of the levy and collection of the Special Taxes, the cash in the Reserve Fund will be drawn upon first and then the Reserve Fund Policy will be drawn upon if needed.

The Agreement provides that moneys in any fund or account created or established by the Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments which do not have maturities extending beyond five (5) years, as directed pursuant to an Officer's Certificate. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments as described in the Agreement. The Fiscal Agent shall not have any responsibility for determining the legality of any Permitted Investments and shall have no obligation to pay additional interest or maximize investment income on any funds held by it. The Agreement further provides that investments, other than investment agreements in which moneys in the Reserve Fund are invested, will be valued by the City at fair market value and marked-to-market at least once in each fiscal year. See "APPENDIX A – SUMMARY OF THE AGREEMENT" for a description of the Permitted Investments for amounts in the Reserve Fund.

Reserve Fund Policy. The amount of 50% of the initial Reserve Requirement will initially be satisfied by the Reserve Fund Policy. The premium on the Reserve Fund Policy will be fully paid at the time of delivery of the Bonds. The Insurer has made a commitment to issue the Reserve Fund Policy with respect to the Bonds, effective as of the date of delivery of the Bonds. Under the terms of the Reserve Fund Policy, the Insurer will, subject to the limits described in the Reserve Fund Policy, unconditionally and irrevocably guarantee to pay that portion of the scheduled principal of and interest on the Bonds that becomes due for payment but shall be unpaid by reason of nonpayment by the City. Pursuant to the terms of the Reserve Fund Policy, the amount available at any particular time to be paid to the Fiscal Agent shall automatically be reduced to the extent of any payment made by the Insurer under the Reserve Fund Policy, provided that, to the extent of the reimbursement of such payment by the City to the Insurer, the amount available under the Reserve Fund Policy shall be reinstated in full or in part in an amount not to exceed the limit available under the Reserve Fund Policy.

Covenant for Superior Court Foreclosure

Proceeds of Foreclosure Sales. The net proceeds received following a judicial foreclosure sale of land within the District resulting from a landowner's failure to pay the Special Taxes when due are included within the Special Tax Revenues pledged to the payment of principal of and interest on the Bonds under the Agreement.

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of any Special Tax or receipt by the District of Special Taxes in an amount which is less than the Special Tax levied, the City Council, as the legislative body of the District, may order that Special Taxes be collected by a superior court action to foreclose the lien within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Under the Act, the commencement of judicial foreclosure following the nonpayment of a Special Tax is not mandatory. The District, however, has covenanted for the benefit of the owners of the Bonds that it will commence and diligently pursue to completion, judicial foreclosure proceedings against (i) parcels with delinquent Special Taxes in excess of $10,000 by the October 1 following the close of the fiscal year in which such Special Taxes were due; and (ii) all properties with delinquent Special Taxes by the October 1 following the close of each fiscal year in which the District receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; providing, however, the City shall not be required to order and cause judicial foreclosure proceedings to be commenced against delinquent properties as long as no deficiency in the Reserve Fund exists (or is projected to exist in order to meet the next upcoming debt service payment) and the City determines that the cost of pursuing such foreclosure is greater than the outstanding delinquency. See APPENDIX A — "SUMMARY OF THE AGREEMENT — Covenant to Foreclose."

If foreclosure is necessary and other funds (including amounts in the Reserve Fund) have been exhausted, debt service payments on the Bonds could be delayed until the foreclosure proceedings have ended with the receipt of any foreclosure sale proceeds. Judicial foreclosure actions are subject to the normal delays associated with court cases and may be further slowed by bankruptcy actions, involvement by agencies of the federal government and other factors beyond the control of the City and the District. See "SPECIAL RISK FACTORS — Bankruptcy." Moreover, no assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. See "SPECIAL RISK FACTORS — Insufficiency of Foreclosure Sale Proceeds." Although the Act authorizes the District to cause such an action to be commenced and diligently pursued to completion, the Act does not impose on the District or the City any obligation to purchase or acquire any lot or parcel of property sold at a foreclosure sale if there is no other purchaser at such sale. The Act provides that, in the case of a delinquency, the Special Tax will have the same lien priority as is provided for *ad valorem* taxes. The Special Taxes of the District are not included in the County's Teeter Plan. See "SPECIAL RISK FACTORS – No Teeter Plan" herein.

Limited Liability

THE BONDS ARE PAYABLE SOLELY FROM THE PROCEEDS OF THE SPECIAL TAX TO BE LEVIED ANNUALLY ON THE TAXABLE PROPERTY IN THE LAND WITHIN THE DISTRICT AND AMOUNTS IN CERTAIN FUNDS ESTABLISHED UNDER THE AGREEMENT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT, TO THE LIMITED EXTENT SET FORTH IN THE AGREEMENT) IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE BONDS ARE NOT SECURED BY A LEGAL OR EQUITABLE PLEDGE OF OR CHARGE, LIEN ,OR ENCUMBRANCE UPON ANY OF THE PROPERTY OR REVENUES OF THE CITY AND THE PAYMENT OF THE INTEREST ON OR PRINCIPAL OF OR REDEMPTION PREMIUMS, IF ANY, ON THE BONDS IS NOT A GENERAL DEBT, LIABILITY, OR OBLIGATION OF THE CITY OR THE DISTRICT.

THE DISTRICT

The Development

The District is located in southern Orange County, at the northeast corner of Glenwood Drive and Aliso Creek Road, in the City. The District consists of approximately 104 gross acres and is split into two zones. The property has been developed as 502 single-family residential units, including 455 taxable units of residential property and 43 affordable units in Zone 1 and 4 taxable units in Zone 2. The affordable units are not subject to the lien of the Special Tax. All building permits were pulled for the project as of March 1, 2013. The balance of the acreage in the District represents parcels which are exempt from the levy of the Special Tax and includes, slopes, open space, public right-of-way, affordable units, a City Conference Center, aquatic center and public park and property constituting a portion of the Aliso Viejo Country Club, a privately owned golf course.

The original use of the property comprising the District was a 27-hole golf course. The Jack Nicklaus-designed golf course, which was located on the property, was underperforming, and the then owners of the Property re-zoned the land to residential and received entitlements for 502 units to be constructed on 9 of the then existing 27 holes. The Aliso Country Club has been redesigned by the Nicklaus Group and is one of two Nicklaus-designed courses in Orange County.

The District is located within the master-planned community called "Glenwood at Aliso Viejo," which was developed in accordance with the Glenwood at Aliso Viejo Specific Plan approved by the City Council pursuant to Ordinance No. 2004-065 on November 3, 2004 (the "Specific Plan"). The Specific Plan authorized a total of 502 dwelling units and permanently designates and zones approximately 148 acres as recreation/open space, which includes the Aliso Viejo Golf Course, parks, and a trail system. The Developer acquired from the former owners 321 of the 326 parcels of land comprising the property on December 14, 2005. The remaining five parcels are currently owned by the Aliso Viejo Golf Club Joint Venture and will continue to be used for the Aliso Viejo Golf Course. The first building permit on the property was issued in October 2006 with the sale of the first unit being completed on October 23, 2007. All units were sold to individual property owners by October, 2013.

General Overview. The Specific Plan allowed for the development of a total of 502 dwelling units within the District. The 43 affordable attached units are not subject to the Special Tax. The development areas within the District are as follows:

Harbor Station: This is a town home community comprised of 141 single-family, market rate, attached homes. An additional 43 affordable homes, which are not subject to the Special Tax, are located in this project. The living areas have a range of 833 square feet to 1,526 square feet.

Pasadera: There are 149 single-family detached homes in this project. The living areas have a range of 2,218 square feet to 3,163 square feet.

Birch River: There are 69 single-family detached homes in this project and most of the homes have golf course views. The living areas have a range of 3,101 square feet to 3,425 square feet.

Vista Vallarta: There are 50 single-family detached homes in this project with living areas having a range of 3,474 square feet to 3,892 square feet. Many of the homes in this project have views of the golf course and the Saddleback Mountain Range.

Veranda: There are 50 single-family detached homes in this project with living areas having a range of 3,167 square feet to 3,758 square feet.

Special Taxes securing the payment of the Bonds will be levied only in the District, and only the taxable property in the District is security for the Bonds.

Authorization

Pursuant to the Act, the City Council adopted Resolution No. 2005-17 on March 16, 2005, stating its intention to establish the District and Resolution No. 2005-018 declaring the necessity for the District to incur bonded indebtedness. On April 20, 2005, following a duly noticed public hearing, the City Council adopted Resolution No. 2005-024 establishing the District and Resolution No. 2005-025 determining the necessity to incur bonded indebtedness in an amount not to exceed $37,500,000 within the District. Pursuant to Resolution No. 2005-25, the City Council called an election pursuant to the Act. The owners of the land within the District voted in favor of the incurrence of bonded indebtedness in a principal amount not to exceed $37,500,000 to finance certain public facilities, and the levy of the Special Tax consistent with the Rate and Method. The Bonds are secured solely by Special Tax Revenues generated within the District, including foreclosure proceeds obtained therein. See "APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." The Bonds were authorized to be issued by the Resolution of Issuance adopted by the City Council on October 4, 2023.

Rate and Method of Apportionment

The District is legally authorized and has covenanted in the Agreement to levy the Special Taxes in accordance with the Rate and Method. The Rate and Method divides the District into two zones. Zone 1 consists of 455 taxable residential parcels, one parcel for which the property owner has fully prepaid their special tax obligation, and 43 units of affordable residential housing, which are exempt from the levy of the District Special Taxes. Zone 2 consists of 4 taxable residential parcels, which are also within the boundaries of the County's Community Facilities District No. 88-1 ("CFD No. 88-1"). The County's CFD No. 88-1 special tax obligation is no longer outstanding, however, at the time of formation of the District, CFD No. 88-1 did not allow for the prepayment of the Special Tax. Consequently, in order to provide equity in the relative amount of the aggregate special taxes paid by the owners of parcels which are located within the District and CFD No. 88-1, the Zone 2 Special Taxes were established at a lower rate. There are four single-family detached houses within Zone 2. The Rate and Method apportions the total amount of Special Taxes to be collected among the taxable parcels in the District as more fully described therein. Pursuant to the Rate and Method, the amount of the Special Tax to be levied in each fiscal year can be levied for a period not to exceed 40 years commencing with Fiscal Year 2006-07. The Rate and Method allows for homeowners to prepay the Special Taxes, but only in full. To date, one parcel has prepaid the Special Tax. See "APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

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The table below summarizes the Taxable Property within the District by Land Use Classification, along with the Fiscal Year 2023-24 Special Tax and allocation of the District's Bonds.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
FISCAL YEAR 2023-24 DEVELOPMENT SUMMARY

Zone	Land Use	Residential Floor Area	Number of Units[1]	Fiscal Year 2023-24 Special Tax[2]	Pro-Rata Share of Bonds[3]	Percentage of Fiscal Year 2023-24 Special Tax Levy	Assessed Value[4]
1	Residential	<1,901	141	$449,939	$4,602,594	19.92%	$89,372,186
1	Residential	1,901-2,350	23	106,128	1,085,622	4.70	20,770,492
1	Residential	2,351-2,800	86	424,554	4,342,922	18.80	86,502,566
1	Residential	2,801-3,250	70	398,105	4,072,365	17.63	80,476,965
1	Residential	3,251-3,700	87	560,082	5,729,279	24.80	128,189,235
1	Residential	3,701-4,150	47	307,277	3,143,244	13.61	75,992,804
1	Residential	4,151-4,600	0	0	0	0.00	0
1	Residential	>4,600	0	0	0	0.00	0
2	Residential	<1,901	0	0	0	0.00	0
2	Residential	1,901-2,350	0	0	0	0.00	0
2	Residential	2,351-2,800	0	0	0	0.00	0
2	Residential	2,801-3,250	0	0	0	0.00	0
2	Residential	3,251-3,700	2	5,893	60,280	0.26	2,887,692
2	Residential	3,701-4,150	2	6,226	63,693	0.28	3,815,371
2	Residential	4,151-4,600	0	0	0	0.00	0
2	Residential	>4,600	0	0	0	0.00	0
	Total		458	$2,258,205	$23,100,000	100.00%	$488,007,311

Source: Koppel & Gruber Public Finance.

(1) Excludes one parcel for which the property owner fully prepaid their special tax obligation; does not include the 43 affordable housing units not subject to the Special Tax.

(2) The total Special Tax levy for Fiscal Year 2023-24 is calculated as the sum of the debt service on the Bonds for Bond Year ending 2024 and estimated Administrative Expenses, plus an additional 2% for estimated delinquencies.

(3) Allocated based on the proportionate share of the Special Tax levy for Fiscal Year 2023-24.

(4) Based on values listed on the Orange County Assessor Roll for Fiscal Year 2023-24 ("Secured Roll").

The table below summarizes the Taxable Property within the District by Land Use Classification, along with the estimated Fiscal Year 2024-25 Special Tax and allocation of the District's Bonds, reflecting the tax levy set after the refunding of the 2014 Bonds.

TABLE 1 A
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
FISCAL YEAR 2024-25 DEVELOPMENT SUMMARY

Zone	Land Use	Residential Floor Area	Number of Units[1]	Estimated Fiscal Year 2024-25 Special Tax[2]	Pro-Rata Share of Bonds[3]	Percentage of Estimated Fiscal Year 2024-25 Special Tax Levy[5]	Assessed Value[4]
1	Residential	<1,901	141	$404,408	$4,308,694	19.92%	$89,372,186
1	Residential	1,901-2,350	23	95,388	1,016,299	4.70%	20,770,492
1	Residential	2,351-2,800	86	381,594	4,065,630	18.80%	86,502,566
1	Residential	2,801-3,250	70	357,819	3,812,322	17.63%	80,476,965
1	Residential	3,251-3,700	87	503,406	5,363,458	24.80%	128,189,235
1	Residential	3,701-4,150	47	276,182	2,942,538	13.61%	75,992,804
1	Residential	4,151-4,600	0	0	0	0.00%	0
1	Residential	>4,600	0	0	0	0.00%	0
2	Residential	<1,901	0	0	0	0.00%	0
2	Residential	1,901-2,350	0	0	0	0.00%	0
2	Residential	2,351-2,800	0	0	0	0.00%	0
2	Residential	2,801-3,250	0	0	0	0.00%	0
2	Residential	3,251-3,700	2	5,297	56,432	0.26%	2,887,692
2	Residential	3,701-4,150	2	5,596	59,626	0.28%	3,815,371
2	Residential	4,151-4,600	0	0	0	0.00%	0
2	Residential	>4,600	0	0	0	0.00%	0
Total			**458**	**$2,029,691**	**$21,625,000**	**100.00%**	**$488,007,311**

Source: Koppel & Gruber Public Finance.

(1) Excludes one (1) parcel for which the property owner fully prepaid their special tax obligation and the 43 affordable housing units not subject to the Special Tax.

(2) The total estimated Special Tax levy for Fiscal Year 2024-25 is calculated as the sum of the debt service on the Bonds for Bond Year ending 2025 and estimated Administrative Expenses, plus an additional 2% for estimated delinquencies.

(3) Allocated based on the proportionate share of the Special Tax levy for Fiscal Year 2024-25.

(4) Based on values listed on the Orange County Assessor Roll for Fiscal Year 2023-24 (“Secured Roll”).

(5) Preliminary; subject to change.

Historical Levies and Tax Delinquencies

The following table illustrates the historical Special Tax delinquencies from Fiscal Year 2018-19 to 2022-23 for property located within the District. The total number of parcels subject to the levy is currently 458 due to prepayment by one parcel. The Fiscal Year 2022-23 levy was $2,380,805, with half of the full levy collected in each installment. The first installment was due on December 10, 2022 and the second installment was due on April 10, 2023. The delinquency rate for Fiscal Year 2022-23, as of June 30, 2023, was 0.90%. Currently, there are no foreclosure actions in process for parcels within the District.

TABLE 2
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
SPECIAL TAX LEVIES AND DELINQUENCIES

			As of Fiscal Year End				As of June 30, 2023		
Fiscal Year	Special Tax Amount Levied	Total Number of Parcels Subject to Levy[1]	Amount Collected	Special Tax Amount Delinquent	Number of Delinquent Parcels	Percent Delinquent	Remaining Amount Delinquent	Number of Delinquent Parcels Remaining	Percent of Delinquent Parcels Remaining
2018-19	$2,065,929	459	$2,055,651	$10,278	3	0.50%	$ 0	0	0.00%
2019-20	2,100,721	459	2,090,166	10,555	3	0.50%	0	0	0.00%
2020-21	2,051,054	458	2,042,198	8,856	4	0.43%	0	0	0.00%
2021-22	2,185,717	458	2,162,063	23,654	6	1.08%	0	0	0.00%
2022-23	2,380,805	458	2,359,423	21,382	5	0.90%	21,382	5	0.90%

Source: County Auditor-Controller and Tax Collector; compiled by Koppel & Gruber Public Finance.

(1) The reduction in the total number of units from Fiscal Year 2019-20 to 2020-21 is due to a prepayment of special taxes being made for a parcel within the District.

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Estimated Direct and Overlapping Debt

The property within the District is within the jurisdiction of several overlapping local agencies providing public services. The direct and overlapping debt secured by such taxes, assessments, and charges as of Fiscal Year 2023-24 in the District is shown on the following table (the "Debt Report"). The Debt Report is based on data obtained by Koppel & Gruber Public Finance, Special Tax Consultant, from California Municipal Statistics, Inc., and is included for general information purposes only. Neither the City, District, nor the Underwriter makes representations as to its completeness or accuracy.

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
DIRECT AND OVERLAPPING DEBT SUMMARY

Overlapping District	Total Debt Outstanding	Percent Applicable to District	District Share of Total Debt Outstanding
Metropolitan Water District General Obligation Bonds	$19,215,000	0.013%	$2,475
	Estimated Share of Overlapping Debt		**$2,475**
		Plus the Bonds:	23,100,000[(1)]
	Estimated Share of Direct and Overlapping Debt		**$23,102,475**[(1)]

[(1)] Preliminary; subject to change.
Source: California Municipal Statistics, Inc., as compiled by Koppel & Gruber Public Finance.

In addition to the bonded indebtedness set forth in Table 3, new community facilities districts or special assessment districts may be formed which include all or a portion of the District, and, upon approval of the registered voters or landowners in such districts, as applicable, may issue more bonds and levy additional special taxes or other taxes and assessments. In addition to the Special Taxes, the property owners in the District will be required to pay the general *ad valorem* property taxes for their parcels. See "SPECIAL RISK FACTORS – Parity Taxes and Special Assessments."

Set forth on the following page is Table 4 which provides, for all Special Tax categories of actual Taxable Property, the estimated property tax bill for Fiscal Year 2022-23. Following the issuance of the Bonds, the estimated tax rate is expected to decline by 10.12% on average across both zones.

TABLE 4
Community Facilities District No. 2005-01
(Glenwood at Aliso Viejo)
of the City of Aliso Viejo
Estimated Total Effective Tax Rate

		ZONE 1						ZONE 2	
		Land Use Class 1	Land Use Class 2	Land Use Class 3	Land Use Class 4	Land Use Class 5	Land Use Class 6	Land Use Class Class 5	Land Use Class 6
		<1,901	1,901-,2,350	2,351-2,800	2,801-3,250	3,251-3,700	3,701-4,150	3,251-3,700	3,701-4,150
Assessed Values									
Average Land Value[1]		$358,444.67	$499,142.61	$538,844.60	$568,993.00	$726,561.20	$777,546.45	$715,837.50	$1,141,897.50
Average Improvement Value[1]		237,938.74	386,215.61	423,068.93	542,640.91	700,009.61	768,998.68	699,698.50	719,330.50
Homeowner's Exemption		(7,000.00)	(7,000.00)	(7,000.00)	(7,000.00)	(7,000.00)	(7,000.00)	(7,000.00)	(7,000.00)
Estimated Net Assessed Value[2]		**$589,383.42**	**$878,358.22**	**$954,913.53**	**$1,104,633.91**	**$1,419,570.80**	**$1,539,545.13**	**$1,408,536.00**	**$1,854,228.00**
***Ad Valorem* Property Taxes[3]**	**Tax Rate**	**Amount**	**Amount**	**Amount**	**Amount**	**Amount**	**Amount**	**Amount**	**Amount**
Basic Levy	1.00000%	$5,893.83	$8,783.58	$9,549.14	$11,046.34	$14,195.71	$15,395.45	$14,085.36	$18,542.28
MWD Charge	0.00350%	20.63	30.74	33.42	38.66	49.68	53.88	49.30	64.90
Subtotal *Ad Valorem* Property Taxes		**$5,914.46**	**$8,814.32**	**$9,582.56**	**$11,085.00**	**$14,245.39**	**$15,449.34**	**$14,134.66**	**$18,607.18**
Assessments, Charges and Special Taxes		**Amount**	**Amount**	**Amount**	**Amount**	**Amount**	**Amount**	**Amount**	**Amount**
Mosquito and Fire Ant Assessment[4]		$4.98	$8.30	$8.30	$8.30	$8.30	$8.30	$8.30	$8.30
Vector Control		0.66	1.92	1.92	1.92	1.92	1.92	1.92	1.92
Metropolitan Water District Standby Charge[5]		10.08	10.08	10.08	10.08	10.08	10.08	10.08	10.08
City CFD No. 2005-01[6]		3,364.30	4,864.76	5,204.70	5,995.98	6,787.24	6,892.74	3,106.42	3,282.24
Subtotal Assessments, Charges and Special Taxes		**$3,380.02**	**$4,885.06**	**$5,225.00**	**$6,016.28**	**$6,807.54**	**$6,913.04**	**$3,126.72**	**$3,302.54**
Total Estimated Property Tax		**$9,294.48**	**$13,699.38**	**$14,807.56**	**$17,101.28**	**$21,052.93**	**$22,362.38**	**$17,261.38**	**$21,909.72**
Estimated Effective Tax Rate		**1.58%**	**1.56%**	**1.55%**	**1.55%**	**1.48%**	**1.45%**	**1.22%**	**1.18%**

Source: Koppel & Gruber Public Finance.

(1) Estimated average assessed values of taxable Residential Developed Property within each land use classification under the Modified Rate & Method; assessed values are based on values listed on the Orange County Assessor Roll for Fiscal Year 2022-23 ("Secured Roll").

(2) Net assessed value reflects estimated total assessed value for a parcel net of homeowner's exemption. Not all residences qualify for homeowner's exemption.

(3) Based on Fiscal Year 2022-23 rates for Tax Rate Area 34-032 which represents the *ad valorem* rate for the District parcels. *Ad valorem* rates are subject to change in future years.

(4) Based on the actual Fiscal Year 2022-23 rate applicable to single family attached units for Land Use Class 1 and the rate applicable to single family detached units for all other Land Use Classes.

(5) The standby charge is applied at $10.08 per acre or portion thereof. Not all parcels within the District are subject to the standby charge.

(6) Based on the actual Fiscal Year 2022-23 special taxes for each land use classification.

The City has no control over the amount of additional debt payable from special taxes or assessments levied on all or a portion of the property within the District that may be incurred in the future by other governmental agencies having jurisdiction over such property. Furthermore, nothing prevents owners of property within the District from consenting to the issuance of such debt by other governmental agencies. To the extent that such indebtedness is payable from assessments, special taxes levied pursuant to the Act, or other taxes, such assessments, special taxes, and other taxes will be secured by liens on the property within the District on a parity with the lien of the Special Taxes.

The incurrence of any such additional indebtedness could cause the total debt on the property within the District to increase without any corresponding increase in the value of such property, thereby reducing (perhaps dramatically) the estimated value-to-lien ratios that exist at the time the Bonds are issued. The incurrence of such additional indebtedness could reduce the willingness and ability of the property owners within the District to pay special taxes when due. See "SPECIAL RISK FACTORS –Parity Taxes and Special Assessments."

Property Assessed Values

The most recent assessed value reported by the County Assessor for the taxable property in the District was as of July 1, 2023, which assessed value totaled $488,007,311. All parcels within the District are currently owned by individual taxpayers. The assessed values of property in the District discussed in this Official Statement are from the County Assessor's assessment roll for Fiscal Year 2023-24 (as of the January 1, 2023 lien date). These assessed values represent the "full cash value" of such property as determined by the County Assessor. Pursuant to rules of the State Board of Equalization that govern the County Assessor's valuation of property in the District, "full cash value" of real property means the price at which the unencumbered or unrestricted fee simple interest in the real property (subject to any enforceable governmental restrictions) would transfer for cash or its equivalent under prevailing market conditions. These rules also provide that when valuing property as a result of a change in ownership for consideration it shall be rebuttably presumed that the consideration valued in money (i.e., the purchase price), whether paid in money or otherwise, is the full cash value of the property. Pursuant to the California Constitution, the full cash value of property may reflect from year to year the inflationary rate not to exceed two percent (2%) for any given year or reduction as shown in the consumer price index or comparable data for the area under taxing jurisdiction, or may be reduced to reflect substantial damage, destruction or other factors causing a decline in value.

No assurance can be given, therefore, that the assessed value of property in the District will not be reduced by the County Assessor for Fiscal Year 2023-24 or for any subsequent fiscal year.

See "SPECIAL RISK FACTORS – Reduction of Assessed Values."

Assessed values, as determined by the County Assessor, may not reflect the actual market value of property in the District (e.g., homes in the District might sell for more or less than the County Assessor's assessed value). The City does not intend to have an appraisal prepared to estimate the market value of any property in the District.

Table 5 shows annual changes in assessed valuations for all Taxable Property in the District for Fiscal Years 2018-19 through 2023-24.

TABLE 5
Community Facilities District No. 2005-01
(Glenwood at Aliso Viejo)
of the City of Aliso Viejo
Historical Assessed Valuation

Fiscal Year	Number of Parcels Subject to Levy (Taxable Property)[1]	Secured Assessed Land Value	Secured Assessed Improvement Value	Total Secured Assessed Value for Taxable Property	Percent Change
2018-19	459	$213,313,728	$200,445,377	$413,759,105	N/A
2019-20	459	225,271,467	205,757,529	431,028,996	4.17%
2020-21	458	232,086,567	209,261,072	441,347,639	2.39%
2021-22	458	238,424,987	211,677,604	450,102,591	1.98%
2022-23	458	251,662,102	216,682,946	468,345,048	4.05%
2023-24	458	266,143,082	221,864,229	488,007,311	4.20%

Source: County of Orange Assessor; compiled by Koppel & Gruber Public Finance.

(1) The reduction in the total number of units from Fiscal Year 2019-20 to 2020-21 is due to a prepayment of special taxes being made for a parcel within the District.

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Total Valuation of All Taxable Property Within the District

The following tables show the valuation of taxable property in summary form based upon existing development within the District. Table 6 shows the pro-rata share of Bonds allocated by the Fiscal Year 2023-24 Special Tax levy summarized based on value-to-lien ratios ranges. Such lien includes only the Bonds and does not include any other overlapping tax and assessment debt.

TABLE 6
Community Facilities District No. 2005-01
(Glenwood at Aliso Viejo)
of the City of Aliso Viejo
Value to Lien Ratios of Residential Developed Property
District Debt Only

Current Assessed Value-to-Lien	Units Taxed	Special Tax Levy Fiscal Year 2023-24	Percentage of Special Tax Levy	Total Assessed Value[2]	Pro-Rata Share of Bonds[1]	Value-to-Lien Ratio[3]
Less Than 5.01	0	$ 0	0.00%	$0	$0	N/A
5.01 to 10.00	2	$10,624	0.47%	$980,038	$108,676	9.02:1
10.01 to 15.00	11	$54,848	2.43%	$7,257,254	$561,065	12.93:1
15.01 to 20.00	238	$1,100,021	48.71%	$202,282,920	$11,252,519	17.98:1
20.01 to maximum	207	$1,092,711	48.39%	$277,487,099	$11,177,740	24.82:1
Total	**458**	**$2,258,205**	**100.00%**	**$488,007,311**	**$23,100,000**	**21.13:1**

(1) Preliminary; subject to change.
(2) Based on values listed on the Orange County Assessor Roll for Fiscal Year 2023-24 ("Secured Roll").
(3) Calculated as the total assessed value divided by the total debt outstanding.
Source: Compiled by Koppel & Gruber Public Finance.

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The following table also shows the pro-rata share of the Bonds based on value-to-lien ratios, but includes a lien with the value-to-lien ranges of Taxable Property within the District, however, the lien includes both the Bonds and other overlapping tax and assessment debt.

TABLE 7
Community Facilities District No. 2005-01
(Glenwood at Aliso Viejo)
of the City of Aliso Viejo
Value to Lien Ratios of Residential Developed Property
Including Overlapping General Obligation and Special Tax Debt

Current Assessed Value-to-Lien	Units Taxed	Special Tax Levy Fiscal Year 2023-24[2]	Percentage of Special Tax Levy	Total Assessed Value[3]	Pro-Rata Share of Bonds[1]	Overlapping Debt	Total Debt Outstanding	Value-to-Lien Ratio[4]
Less than 5.00	0	$0	0.00%	$0	$0	$0	$0	N/A
5.01 to 10.00	2	$10,624	0.47%	$980,038	$108,676	$5	$108,681	9.02:1
10.01 to 15.00	11	$54,848	2.43%	$7,257,254	$561,065	$42	$561,107	12.93:1
15.01 to 20.00	238	$1,100,021	48.71%	$202,282,920	$11,252,519	$1,048	$11,253,567	17.98:1
20.01 to maximum	207	$1,092,711	48.39%	$277,487,099	$11,177,740	$1,380	$11,179,120	24.82:1
Total	**458**	**$2,258,205**	**100.00%**	**$488,007,311**	**$23,100,000**	**$2,475**	**$23,102,475**	**21.12:1**

[1] Preliminary; subject to change.
[2] The Fiscal Year 2023-24 Special Tax levy is equal to 79.41% of the Assigned Special Tax for Developed Property and after the Bonds are issued, is expected to be 69.97% of the Assigned Special Tax for Developed Property for Fiscal Year 2024-25.
[3] based on values listed on the Orange County Assessor Roll for Fiscal Year 2023-24 ("Secured Roll").
[4] Calculated as the total assessed value divided by the total debt outstanding.
Source: Compiled by Koppel & Gruber Public Finance.

Notwithstanding the foregoing and following discussions and estimates of value, there is no assurance that, in the event of a foreclosure sale for delinquent Special Taxes, any bid would be received for such property or that any bid received would be sufficient to pay such delinquent Special Taxes. See the section herein entitled "SPECIAL RISK FACTORS."

The District has no control over the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes and be secured by a lien on a parity with the lien securing payment of the Special Taxes. See "SECURITY FOR THE BONDS - Direct and Overlapping Debt" herein.

Top Taxpayers

All parcels in the District are classified as Developed Property for the Fiscal Year 2023-24 Special Tax levy. In Fiscal Year 2023-24, the individual homeowners within the District are responsible for 100% of the total Special Tax levy. Based on ownership status as of January 1, 2023 as provided by the County of Orange Secured Roll, no individual homeowner is responsible for more than 0.51% of the estimated Fiscal Year 2023-24 Special Tax levy.

SPECIAL RISK FACTORS

Investment in the Bonds involves risks which may not be appropriate for certain investors. The following is a discussion of certain risk factors, in no particular order of importance, all of which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. This discussion does not purport to be comprehensive or definitive. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of existing or future property owners within the District to pay the Special Taxes levied in the District when due. Such failure to pay Special Taxes could result in the inability of the City to make full and punctual payments of debt service on the Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the District.

Risks of Real Estate Secured Investments Generally

The Owners of the Bonds will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the District, the supply of or demand for competitive properties in such area, and the market value of residential property or buildings and/or sites in the event of sale or foreclosure; (ii) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies; (iii) natural disasters (including, without limitation, earthquakes, fires and floods), which may result in uninsured losses; and (iv) high rate of inflation, rising interest rates and other economic trends that adversely affects consumers, whether cyclical or resulting from geopolitical events.

No assurance can be given that the individual homeowners will pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See "SPECIAL RISK FACTORS – Insufficiency of Foreclosure Sale Proceeds" below, for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels.

Limited Obligations

The Bonds and interest thereon are not payable from the general funds of the City or District. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and, except as provided in the Agreement, no owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any City or District property. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's or the District's property or upon any of the City's or the District's income, receipts or revenues, except the Special Taxes and other amounts pledged under the Agreement.

Failure by owners of the parcels within the District to pay Special Tax installments when due, delay in foreclosure proceedings, or the inability of the District to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Special Taxes levied against such parcels may result in the inability of the District to make full or timely payments of debt service on the Bonds, which may, in turn, result in the depletion of the Reserve Account and the inability of the District to make full or timely payment on the Bonds.

Insufficiency of Special Taxes

Under the Rate and Method, the annual amount of Special Tax to be levied on each taxable parcel in the District will generally be based on whether such parcel is categorized as Undeveloped Property or as Developed Property and on the zone and land use class to which a parcel of property is assigned. See "APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" and "SECURITY FOR THE BONDS – Special Taxes." Notwithstanding that the maximum Special Taxes that may be levied in the District exceeds debt service due on the Bonds, the Special Taxes collected could be inadequate to make timely payment of debt service either because of nonpayment or because property becomes exempt from taxation.

The Rate and Method governing the levy of the Special Tax expressly allows the District Administrator to classify certain property as exempt from the levy of special Taxes, including 43 units of affordable residential housing, property owned by public agencies or a property owner association, any property used as a golf course within the District (including any clubhouse, pro shop, parking, maintenance facilities, and other golf related amenities), and certain other public or quasi-public uses, provided that no such classification by the District Administrator would reduce the sum of all taxable property within the District to less than 42.32 acres. See "APPENDIX C – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

Property Values

The value of property within the District is an important factor in evaluating the investment quality of the Bonds. If a property owner is delinquent or defaults in the payment of Special Taxes, the City's only remedy is to commence foreclosure proceedings on the lien of the Special Taxes on the delinquent parcel. Prospective purchasers of the Bonds should not assume that the property within the District could be sold for the assessed values described herein at a foreclosure sale for delinquent Special Taxes or for an amount adequate to pay delinquent Special Taxes. See "SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure" and "- Property Assessed Values." Also, property values are not evenly distributed throughout the District. This disparity of values across the District is significant because, as mentioned above, if property owners become delinquent in the payment of Special Taxes, the District's only remedy is to commence foreclosure against delinquent parcels. See "THE DISTRICT - Property Assessed Values" and " – Estimated Direct and Overlapping Debt." Reductions in property values due to a downturn in the economy, physical events such as earthquakes, fires, or floods, stricter land use regulations, or other events may adversely impact the security underlying the Special Taxes.

Reduction of Assessed Values

Neither the City, nor the District, makes any representation as to whether the assessed value of property in the District or the value-to-lien ratios for such property will remain at the assessed values or the ratios discussed in this Official Statement.

The assessed values of property in the District, as discussed herein, are from the County Assessor's assessment roll for Fiscal Year 2023-24 (as of the January 1, 2023 lien date). These assessed values represent the County Assessor's determination of the "full cash value" of property in the District. Pursuant to the California Constitution, the full cash value of property may reflect from year to year the inflationary rate not to exceed two percent for any given year or reduction as shown in the consumer price index or comparable data for the area under taxing jurisdiction, or may be reduced to reflect substantial damage, destruction or other factors causing a decline in value.

Pursuant to rules of the California State Board of Equalization that govern the County Assessor's valuation of property in the District, "full cash value" of real property means the price at which the unencumbered or unrestricted fee simple interest in the real property (subject to any enforceable governmental restrictions) would transfer for cash or its equivalent under prevailing market conditions. These rules also provide that when valuing property as a result of a change in ownership for consideration it shall be rebuttably presumed that the consideration valued in money (i.e., the purchase price), whether paid in money or otherwise, is the full cash value of the property. This presumption may, however, be rebutted (e.g., in an assessment appeal by a property owner) by evidence that the full cash value of property is significantly more or less than the total cash equivalent of the consideration paid for the property. A significant deviation means a deviation of more than five percent of the total consideration. The Board of Equalization rules also provide that in estimating value, the assessor shall consider one or more valuation approaches, including the comparative sales approach, which is the preferred method of valuation. The rule further provides that when reliable market data are available, the preferred method of valuation is by reference to sales prices.

Accordingly, the assessed values of the property in the District could be reduced if sales prices of property in the District decline. If the County Assessor determines that sales prices for residential property or other property in the District have declined since January 1, 2023, the County Assessor could reduce assessed values of property in the District for Fiscal Year 2024-25. Additionally, no assurance can be given that the assessed value of property

in the District will not be reduced by the County Assessor for Fiscal Year 2024-25 or for any subsequent fiscal year. Also, homeowners in the District who perceive that their property will sell for less than current assessed value, may initiate statutory assessment appeals in an effort to have the assessed value of their property reduced.

The assessed values set forth in this Official Statement do not represent market values arrived at through an appraisal process and generally reflect only the sales price of a parcel when acquired by its current owner, increased or decreased annually by an amount determined by the County Assessor based on current market conditions, generally not to exceed an increase of more than 2% per fiscal year from the date of purchase (except in the case of new construction subsequent to such acquisition). The District does not intend to have an appraisal prepared to estimate the market value of any property in the District. No assurance can be given that a parcel could actually be sold for its assessed value. The actual market value of property is subject to future events such as a downturn in the economy, occurrences of certain acts of nature and the decisions of various governmental agencies as to land use, among others, all of which could adversely impact the value of the land in the District which secure the Bonds.

No assurance can be given that the estimated value-to-lien ratios as set forth in this Official Statement will be maintained over time. As discussed herein, many factors which are beyond the control of the District could adversely affect the property values within the District. The District does not have any control over the amount of additional indebtedness that may be issued by other public agencies, the payment of which through the levy of a tax or an assessment is on a parity with the Special Taxes. A decrease in the assessed values in the District or an increase in the indebtedness secured by taxes and amounts with parity liens on property in the District, or both, could result in lowering of the value-to-lien ratio of the property in the District.

Depletion of Reserve Fund

In order to pay debt service on the Bonds, it is necessary that the Special Tax levied within the District be paid in a timely manner. Should the Special Tax not be paid on time, the District has established a Reserve Fund with respect to the Bonds through the deposit of the Reserve Fund Policy in the amount of 50% of the Reserve Requirement and the remainder through the deposit of cash (see, "REFUNDING PLAN – Sources and Uses of Funds") in order to pay debt service on the Bonds to the extent other funds are not available therefore. In the event the Reserve Fund is drawn upon to pay principal of and interest on the Bonds if insufficient funds are available from the proceeds of the levy and collection of the Special Taxes, the cash in the Reserve Fund will be drawn upon first and then the Reserve Fund Policy will be drawn upon if needed.

Under the Agreement, the City has covenanted to maintain in the Reserve Fund an amount equal to the Reserve Requirement, with the sole source of moneys to replenish the cash and the amount available in the Reserve Fund Policy in the Reserve Fund being Special Tax Revenues collected that are in excess of Bond debt service and Administrative Expenses. See "APPENDIX A – SUMMARY OF THE AGREEMENT" herein. If a sufficient number of property owners in the District are delinquent in the payment of the Special Tax, the City may be unable to replenish the Reserve Fund to the Reserve Requirement. If such defaults were to continue in successive years, the Reserve Fund would soon be depleted and a default on the Bonds would occur.

Insufficiency of Foreclosure Sale Proceeds

The City has covenanted to institute foreclosure proceedings to sell the property with delinquent Special Taxes in order to obtain funds to pay debt service on the Bonds, subject to the limitations set forth in the Agreement. If foreclosure proceedings were ever instituted, any mortgage or deed of trust holder with respect to a deed of trust on property within the District could, but would not be required to, advance the amount of delinquent Special Taxes to protect its security interest. See "SECURITY FOR THE BONDS – Covenant for Superior Court Foreclosure" for provisions which apply in the event foreclosure is required and which the City is required to follow in the event of delinquency in the payment of Special Taxes. In the event such superior court foreclosure or foreclosures are necessary, there could be a delay in payments to Bondowners pending prosecution of the foreclosure sale, if the Reserve Fund were depleted.

No assurances can be given that the property subject to foreclosure and sale at a judicial foreclosure sale will be sold, or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax.

Although the Act authorizes the City to cause such an action to be commenced and diligently pursued to completion, the Act does not specify the obligations of the City with regard to purchasing or otherwise acquiring any property at the execution sale pursuant to the judgment in any such action if there is no other purchaser at such sale. The City has no obligation to be a bidder at a foreclosure sale.

Special Tax Delinquencies

Under provisions of the Act, the Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, are customarily billed to the properties within the District on the *ad valorem* property tax bills sent to owners of such properties. The Act currently provides that such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do *ad valorem* property tax installments. Therefore, the unwillingness or inability of a property owner to pay general property tax bills, as evidenced by property tax delinquencies, may also indicate an unwillingness or inability to make general property tax payments and Special Tax installment payments in the future. See "SECURITY FOR THE BONDS – Special Taxes," for a discussion of the provisions which apply, and procedures which the District is obligated to follow under the Agreement, in the event of delinquencies in the payment of Special Taxes. See also "SPECIAL RISK FACTORS – Insufficiency of Foreclosure Sale Proceeds." See "SPECIAL RISK FACTORS - Payments by FDIC and Other Federal Agencies" for a discussion of the policy of the Federal Deposit Insurance Corporation (the "FDIC") regarding the payment of special taxes and assessment and limitations on the City's ability to foreclose on the lien of the Special Taxes in certain circumstances.

The total amount of the Special Taxes levied on property in the District for Fiscal Year 2022-23 was $2,380,805. As of June 30, 2023, these Special Taxes were delinquent in the amount of $21,382 for a delinquency rate of 0.90%. See "THE DISTRICT - Historical Levies and Tax Delinquencies." See also "SECURITY FOR THE BONDS – Reserve Fund" and " - Covenant for Superior Court Foreclosure," for a discussion of the obligations of the District in the event of delinquency in the payment of Special Tax installments.

The value of the land within the District is an important factor in determining the investment quality of the Bonds. If a property owner within the District is delinquent in the payment of the Special Taxes, the City's only remedy is to commence foreclosure proceedings on such taxable property on behalf of the District in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes or floods, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes.

Payment of Special Taxes

The levy of special taxes can result in a significantly greater property tax burden being imposed upon properties within a community facilities district than in other areas of a city or county, and this added burden can result in problems in the collection of the special taxes. In some community facilities districts, the property owners have refused to pay the special taxes and have commenced litigation challenging the special taxes, the establishment of the District, and the bonds issued by the District.

The Special Taxes, from which funds necessary for the payment of principal of, and interest on, the Bonds are derived, will be billed to the properties in the District on the regular *ad valorem* property tax bills sent to owners of such properties. Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do regular *ad valorem* property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills, as evidenced by property tax delinquencies, may also indicate an unwillingness or inability to make regular property tax payments and Special Tax installment payments in the future. See "THE DISTRICT - Historical Levies and Tax Delinquencies."

The Maximum Special Tax that can be levied on Taxable Property in the District in Fiscal Year 2023-24 is $3,719,812, which amount may escalate by 2% per fiscal year. Although this provides approximately 193% coverage of debt service, pursuant to Section 53321(d) of the California Government Code, the Special Tax levied against any Assessor's parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other Assessor's parcel within the

District by more than ten percent (10%) above the amount that would have been levied in the fiscal year had there never been any such delinquencies of defaults. See "SECURITY FOR THE BONDS – Special Taxes." Thus, while the annual debt service on the Bonds payable from Special Taxes levied in Fiscal Year 2024-25 is estimated to be $1,946,250 and the amount of Special Tax that can be deducted for payment of Priority Administrative Expenses before payment of Bond debt service is $42,847 for Fiscal Year 2024-25 and escalates by 2% each fiscal year (see "SECURITY FOR THE BONDS – Special Taxes"), for a total of $1,989,097, or approximately 68.57% of the annual Maximum Special Tax, the Effective Maximum Special Tax that could be levied on Taxable Property in the event of delinquencies in payment of Special Tax is 110% of the Special Tax that would have been levied had there not been a delinquency. See "THE DISTRICT – Rate and Method of Apportionment."

An owner of a taxable parcel is not personally obligated to pay the Special Taxes which are levied on his or her parcel. Rather, the Special Taxes are an obligation which is secured only by a lien upon the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to fully secure the Special Taxes, the District has no recourse against the owner.

See "SECURITY FOR THE BONDS – Reserve Fund" and "- Covenant for Superior Court Foreclosure," for a discussion of the obligations of the District in the event of delinquency in the payment of Special Tax installments.

The ability of the District to increase the amount of Special Taxes which may be levied and to pay costs of foreclosure proceedings may be limited by voter initiative. See "Constitutional Amendment" and "Limitations on Remedies" below.

Bankruptcy

Bankruptcy, insolvency, and other laws generally affecting creditors' rights could adversely impact the interests of owners of the Bonds. The payment of property owners' taxes and the ability of the District to foreclose the lien of delinquent unpaid Special Taxes pursuant to the foreclosure covenant, may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See "Limitations on Remedies" below and "SECURITY FOR THE BONDS - Covenant for Superior Court Foreclosure." The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal documents, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced or modified if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien. The amount of the delinquent Special Taxes in excess of the reduced lien would then be treated as an unsecured claim by the court. Further, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of, and interest on, the Bonds and the possibility of delinquent tax installments not being paid in full. The prosecution of foreclosure proceedings could also be delayed for other reasons, including crowded court calendars and procedural delaying tactics. See "Limitations on Remedies" below.

The Act provides that the Special Taxes are secured by a continuing lien which is subject to the same lien priority in the case of delinquency as *ad valorem* taxes. Pursuant to the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, enacted by Congress on April 14, 2005, the lien for special taxes established after the filing of a petition in bankruptcy will be treated thereafter as a lien for *ad valorem* taxes.

Payments by FDIC and Other Federal Agencies

The ability of the City to collect interest and penalties allowed by State law and to foreclose on property with delinquent Special Taxes may be limited if the Federal Deposit Insurance Corporation (the "FDIC") has or obtains an interest in the property. The FDIC would obtain such an interest by taking over a financial institution which has made a loan which is secured by real property within the District.

The FDIC has issued a policy statement (the "Policy Statement") which provides that real property owned by the FDIC is subject to state and local property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the affairs of the institution for which the FDIC is acting, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay or recognize liens for such amounts. If any property taxes (including interest) on FDIC owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay the taxes. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without its consent.

The Policy Statement provides that the FDIC generally will not pay non-*ad valorem* taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Act and any special tax formula which determines the special tax due each year, are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. Additionally, the Ninth Circuit issued a ruling on August 28, 2001, in which it determined that the FDIC, as a federal agency, is exempt from special taxes under the Act.

The City is unable to predict what effect the FDIC's application of the Policy Statement would have if there were a delinquency in Special Taxes levied on a parcel in the District in which the FDIC had an interest. However, it should be assumed that there would not be a buyer at a foreclosure sale if the FDIC's lien could not be foreclosed. It should also be assumed that the City will be unable to foreclose on any parcel owned by the FDIC. In either event, there would be a draw on the Reserve Account and, if the delinquency continued, there could be a default in payment of principal of and interest on the Bonds.

Furthermore, if a parcel of taxable property in the District was owned by a federal government entity or federal government sponsored entity, such as the Federal National Mortgage Association or Fannie Mae or the Federal National Home Loan Corporation or Freddie Mac, or if a private mortgage secured by a parcel of taxable property was owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability of the City to foreclose on the parcel or to collect delinquent Special Taxes would be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution[*], in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. Therefore, if a federal government entity, such as Fannie Mae or Freddie Mac, owned a parcel of taxable property in the District and did not pay the taxes and assessments levied on the parcel (including the Special Taxes), the City would not be able to foreclose on the parcel to collect the delinquent Special Taxes.

Also, if a federal government entity, such as Fannie Mae or Freddie Mac, had a mortgage interest in a parcel in the District and the City wished to foreclose on the parcel to collect delinquent Special Taxes, the property could not be sold at a foreclosure sale unless it could be sold for an amount sufficient to pay the delinquent Special Taxes and the other taxes and assessments on a parity with those Special Taxes and preserve the federal government entity's mortgage interest.

In *Rust v. Johnson* (9th Circuit; 1979) 597 F. 2d 174, the United States Court of Appeal for the Ninth Circuit, held that, with respect to applicability of the supremacy clause, the Federal National Mortgage Association

[*] The supremacy clause of the United States Constitution provides "This Constitution and the Laws of the United States which shall be made in pursuance thereof; and all Treaties made, or which shall be made, under the authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding."

is a federal instrumentality and not a private entity, and that an exercise of state power over a mortgage interest of Fannie Mae constitutes an exercise of state power over property of the United States.

The City has not undertaken to determine whether any federal government entity has, or is likely to acquire, any interest (including any mortgage interest) in any property in the District, and therefore expresses no view concerning the likelihood that the risks discussed above will materialize while the Bonds are outstanding.

Natural Disasters

The District, like all California communities, may be subject to unpredictable seismic activity, fires, flood, or other natural disasters. Southern California is a seismically active area. Seismic activity represents a potential risk for damage to buildings, roads, bridges and property within the District. The District is not located in a fault zone, but is proximate to the Newport-Inglewood Fault Zone and 5 other fault zones. All undocumented fill, compressible alluvial soils, and weathered bedrock considered unsuitable for engineered structures has been over-excavated and removed from the site. The Geotechnical Report prepared by Pacific Soils Engineering, Inc., states that the potential for liquefaction is considered as "very low." Land susceptible to seismic activity, however, may be subject to liquefaction and/or landslides during the occurrence of such an event.

In recent years portions of Southern California have experienced outbreaks of wildfires that have burned thousands of acres at a time and destroyed thousands of homes and structures. In June 2018, the Aliso Fire burned approximately 175 acres in the City and neighboring Laguna Beach. In May 2022, the Coastal Fire, which started in the Aliso and Woods Canyon Wilderness Park, burned approximately 200 acres, and 31 homes and structures were damaged or lost; none of the lost or damaged structures or homes, however, were located within the City. Portions of the City are located within Orange County Fire Authority's Very High Fire Hazard Severity Zone; no portions of the District are located within such zone. The area also experiences high winds known as Santa Ana winds which frequently accompany and magnify the intensity of wildfires. There is a risk of property within the District being destroyed by wildfires or other natural disasters and no assurance can be given as to the severity or frequency of wildfires or other such occurrences. Additionally, a portion of the City is within established Special Flood Hazard Areas corresponding to the 100-year floodplain; no portion of the District is within such area or floodplain.

In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, a substantial portion of the property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

Availability of Property and Casualty Insurance. On May 26, 2023, State Farm General Insurance Company ("State Farm") announced that it would cease accepting certain new applications, including all business and personal lines property and casualty insurance, effective May 27, 2023. State Farm indicated in its release that the decision was due to historic increases in construction costs outpacing inflation, rapidly growing catastrophe exposure, and a challenging reinsurance market. State Farm indicated it would work constructively with the California Department of Insurance and State policy makers to help build market capacity in California, however, it was taking this action to improve the company's financial strength and would continue to evaluate its approach based on changing market conditions. State Farm independent contractor agents licensed and authorized in California would continue to serve existing customers for these products and new customers for products not impacted by the decision. Any adverse impact of the foregoing on property values in the District and the real estate market in general cannot be predicted.

Hazardous Substances

The presence of a hazardous substance on a parcel may result in a reduction in its value. In general, the owners and operators of a parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances

are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxed parcels be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

The City has no knowledge of any hazardous substances being located on property within the District.

Parity Taxes and Special Assessments

Property within the District is subject to the lien of taxes and assessments imposed by public agencies and several overlapping districts also having jurisdiction over the land within the District. See "THE DISTRICT– Estimated Direct and Overlapping Indebtedness." The City's policy respecting the formation of community facilities districts provides that the total tax burden (i.e., the anticipated maximum annual community facilities district special tax, together with *ad valorem* property taxes, special assessments, special taxes for any overlapping community facilities district, and any other taxes, fees and charges payable from and secured by the property) on any residential owner-occupied parcel in the community facilities district shall not exceed two percent (2.0%) of the estimated base sales price of such parcel upon completion of the public and private improvements relating thereto. See "THE DISTRICT – Estimated Direct and Overlapping Debt, Table 4" for estimated current effective tax rates within the District.

The Special Taxes and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments levied by the City and other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed. The Special Taxes have priority over all existing and future private liens imposed on the property except, possibly, for liens or security interests held by the Federal Deposit Insurance Corporation. See "– Bankruptcy and Foreclosure" below.

Neither the City nor the District has control over the ability of other entities and districts to issue indebtedness secured by special taxes, *ad valorem* property taxes, or assessments payable from all or a portion of the property within the District. In addition, the landowners within the District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by special taxes, *ad valorem* property taxes, or assessments. Any such taxes or assessments may have a lien on such property on a parity with the Special Taxes and could reduce the estimated value-to-lien ratios for property within the District described herein.

Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel to pay the Special Tax may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate, and the risk of such a levy at the maximum rate. The City has caused a notice of the Special Tax Lien to be recorded in the Office of the Recorder for the County of Orange on November 13, 2006, against each parcel within the District. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending or money thereon.

The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

Non-Cash Payments of Special Taxes

Under the Act, the City Council as the legislative body of the District may reserve to itself the right and authority to allow the owner of any taxable parcel to tender a Bond in full or partial payment of any installment of the Special Taxes or the interest or penalties thereon. A Bond so tendered is to be accepted at par and credit is to be given for any interest accrued thereon to the date of the tender. Thus, if Bonds can be purchased in the secondary market at a discount, it may be to the advantage of an owner of a taxable parcel to pay the Special Taxes applicable thereto by tendering a Bond. Such a practice would decrease the cash flow available to the City to make payments with respect to other Bonds then outstanding; and, unless the practice was limited by the City, the Special Taxes paid in cash could be insufficient to pay the debt service due with respect to such other Bonds. In order to provide some protection against the potential adverse impact on cash flows which might be caused by the tender of Bonds in full or partial payment of any Special Taxes, the Agreement includes a covenant pursuant to which the City will not authorize owners of taxable parcels to satisfy Special Tax obligations by the tender of Bonds unless the City shall have first obtained a certificate of an Independent Financial consultant that to accept such tender will not result in the city having insufficient Special Tax Revenues in any Bond year to pay the principal and interest on the Bonds remaining outstanding following such tender.

Payment of the Special Tax is not a Personal Obligation of the Owners

A property owner of a taxable parcel within the District is not personally obligated to pay the Special Tax. Rather, the Special Tax is an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to secure fully the Special Tax, the District has no recourse against the owner.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the Bonds or the Agreement.

No Teeter Plan

The County has not implemented its Teeter Plan as an alternate procedure for the distribution of the Special Taxes on the secured roll. Accordingly, the collections of Special Taxes will reflect actual delinquencies.

Limitations on Remedies

Remedies available to the owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting generally the enforcement of creditors' rights and by the exercise of judicial discretion in accordance with general principles of equity. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the owners of the Bonds.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that the Bonds can be sold for any particular price. The Underwriter will not be obligated to repurchase any of the Bonds. Although the City has committed to provide certain financial and operating information on an annual basis, there can be no assurance that such information will be available to Bondowners on a timely basis. See "LEGAL MATTERS – Continuing Disclosure." The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Constitutional Amendment

An initiative measure commonly referred to as the "Right to Vote on Taxes Act" (the "Initiative"), Proposition 218, was approved by the voters of the State of California at the November 5, 1996 general election. The Initiative added Article XIII C ("Article XIII C") and Article XIII D to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges."

Among other things, Section 3 of Article XIII C states that "... the initiative power will not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The City believes, however, that Article XIII C confers on the voters no greater power as to the reduction or repeal of the Special Taxes than the power reserved to the legislative body of the District (i.e., the City Council).

The Act imposes on the City Council a statutory duty to levy that amount of Special Taxes which is required for the payment of the principal of and interest on the Bonds, including any necessary replenishment of bond reserve funds and any amount required by federal law to be rebated to the United States for the Bonds (the "Minimum Levy"). In addition, the Act prohibits the City Council from adopting any resolution to reduce the rates of the Special Taxes or terminate the levy of the Special Taxes pledged to repay the Bonds unless it determines that the reduction or termination of the Special Taxes would not interfere with the timely retirement of the Bonds. Accordingly, the City believes that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes below the amounts required for the Minimum Levy. The application of the Initiative, however, will ultimately be determined by the courts. It is not possible to predict, with certainty, how the courts will interpret the initiative or the nature of any remedy that may be granted by the courts. See "Limitations on Remedies."

Further, no assurance can be given regarding the future levy of the Special Taxes in amounts greater than the level required for the Minimum Levy.

Future Initiatives

The Initiative was submitted to and approved by the voters of the State pursuant to the State's constitutional initiative process. The Supreme Court of the State has held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption of taxes from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by the voters of the State. The adoption of any such initiative might place limitations on the ability of the State, the District and other local districts to increase revenues or increase appropriations or on the ability of the property owners to complete the remaining proposed development of the land in the District.

Loss of Tax Exemption

As discussed in "TAX MATTERS" below, interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the District in violation of its covenants in the Agreement. Should such an event of taxability occur,

the Bonds are not subject to a special redemption and will remain outstanding until maturity or until redeemed under the mandatory redemption section of the Agreement. See "Limitations on Remedies" below.

Additionally future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Bond Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Redemption Risk

The optional redemption of the Bonds may occur, in whole or in part, on any Business Day if the District exercises its right to redeem the Bonds pursuant to the provisions of the Agreement. In addition, early redemption of the Bonds may occur in whole or in part on any Interest Payment Date from prepayments of Special Taxes. See "THE BONDS - Redemption - *Optional Redemption*" and "- *Mandatory Redemption from Special Tax Prepayments*." The resulting redemption of Bonds that were purchased at a price greater than the applicable redemption price could reduce the otherwise expected yield on such Bonds.

Ballot Initiatives

Articles XIII A, XIII B, XIII C and XIII D were adopted pursuant to measures qualified for the ballot pursuant to California's constitutional initiative process and the State Legislature has in the past enacted legislation which has altered the spending limitations or established minimum funding provisions for particular activities. On March 6, 1995, in the case of *Rossi v. Brown*, the State Supreme Court held that an initiative can repeal a tax ordinance and prohibit the imposition of further such taxes and that the exemption from the referendum requirements does not apply to initiatives. From time to time, other initiative measures could be adopted by California voters or legislation enacted by the legislature. The adoption of any such initiative or legislation might place limitations on the ability of the State, the County, or local districts to increase revenues or to increase appropriations.

Cybersecurity

The City, like other public and private entities, relies on a large and complex technology environment to conduct its operations, and consequently faces the threat of cybersecurity incidents. Such incidents can result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the City's information technology systems to misappropriate assets or information or to cause operational disruption and damage. The City and its departments face cyber threats from time to time, including but not limited to hacking, viruses, malware, phishing, distributed denial-of-service, and other attacks on computers, networks, and systems. The City has not experienced a major cyberattack that resulted in a material compromise of the system, data loss, or financial loss.

The City has comprehensive security provisions to protect the City's digital assets and networks, to include multi-factor authentication for any access. The City also uses anti-phishing software and conducts mandatory cybersecurity training for its staff, which includes topics such as risk mitigation and best practices.

No assurances can be given that the City's security and operational control measures will ensure against any and all cybersecurity threats and attacks. A cybersecurity incident or breach could damage the City's information technology systems and cause disruption to City services and operations. Although the City carries cyber liability insurance, the cost of any such disruption or remedying damage caused by future attacks could be substantial. The City will continue to assess cyber threats and protect its data and systems.

The City is also reliant on other entities and service providers in connection with the administration of the Bonds, including without limitation, the Fiscal Agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Owners of the Bonds.

TAX MATTERS

In the opinion of Best Best & Krieger LLP, Riverside, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Interest on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, for tax years beginning after December 31, 2022, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. Bond Counsel notes that interest on the Bonds is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds is based upon certain representations of fact and certifications made by the City, the Underwriter and others and is subject to the condition that the City complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with all such requirements.

Should the interest on the Bonds become includable in gross income for federal income tax purposes, the Bonds are not subject to early redemption as a result of such occurrence and will remain outstanding until maturity or until otherwise redeemed in accordance with the Indenture.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Bond Owners from realizing the full current benefit of the tax status of such interest. Legislative proposals are announced from time to time which generally would limit the exclusion from gross income of interest on obligations like the Bonds to some extent for taxpayers who are individuals and whose income is subject to higher marginal income tax rates. Other proposals have been made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Bonds. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Bond Counsel's opinion may be affected by action taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds. Bond Counsel has not undertaken to determine, or to inform any person, whether any such action or events are taken or do occur, or whether such actions or events may adversely affect the value or tax treatment of a Bond, and Bond Counsel expresses no opinion with respect thereto.

The Internal Revenue Service (the "IRS") has initiated an expanded program for auditing tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit (or by an audit of similar bonds).

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes provided the City continues to comply with certain requirements of the Code, the accrual or receipt of interest on the Bonds may otherwise affect the tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status and other items of income or

deductions. Bond Counsel expresses no opinion regarding any such consequences. Accordingly, all potential purchasers should consult their tax advisors before purchasing any of the Bonds.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix B.

LEGAL MATTERS

Continuing Disclosure

The City has covenanted in a Continuing Disclosure Agreement for the benefit of the Bondowners to provide annually certain financial information and operating data, and to provide notices of the occurrence of certain enumerated events, if material. The City has agreed in the Continuing Disclosure Agreement to file, or cause to be filed, to the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at www.emma.msrb.org, an annual report and notices of certain material events. See "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT." The covenants of the City have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

In the five years before the date of this Official Statement, the City timely filed all of its required annual reports and notices of listed events.

A default by the City under its Continuing Disclosure Agreement will not, in itself, constitute a default under the Agreement. Koppel & Gruber Public Finance will act as the initial dissemination agent under the Continuing Disclosure Agreement. See "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT."

Absence of Litigation

At the time of delivery of and payment for the Bonds, the City will deliver a certificate to the effect that there is no known action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency against the City or the District affecting the existence of the City or the District or the title of their respective officers to office or seeking to restrain or to enjoin the issuance, sale, or delivery of the Bonds, the application of the proceeds thereof in accordance with the Agreement, or the collection or application of the Special Taxes to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution of Issuance, the Agreement, or any other applicable agreements or any action of the City or the District or contemplated by any of said documents.

Municipal Advisor

The City has retained Fieldman, Rolapp & Associates, Inc. as municipal advisor (the "Municipal Advisor") in connection with the sale of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information that is contained in this Official Statement.

The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

Legal Matters Incident to the Issuance of the Bonds

Certain legal matters incident to the authorization and issuance of the Bonds are subject to the approving opinion of Best Best & Krieger LLP, acting in its capacity as Bond Counsel. Certain legal matters related to the Bonds and the District will be passed upon for the City by Best Best & Krieger LLP, acting in its capacity as City Attorney to the City. Certain legal matters related to disclosure will be passed upon for the City by Best Best & Krieger LLP, acting in its capacity as Disclosure Counsel to the City. Kutak Rock LLP is acting as counsel for the Underwriter. Payment of Bond Counsel's, Disclosure Counsel's, and Underwriter Counsel's fees and expenses is contingent upon the sale and issuance of the Bonds. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to enforceability of the various legal instruments

by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

Rating

S&P Global Ratings ("S&P") has assigned its municipal bond rating of "[__]" to the Bonds.

Such rating reflects only the views of S&P and an explanation of the significance of such rating may be obtained from S&P. There is no assurance that such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by such organization, if in its judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

Verification of Mathematical Accuracy

Robert Thomas, CPA, LLC, independent accountants, upon delivery of the Bonds, will deliver a report on the mathematical accuracy of certain computations contained in schedules provided to them which were prepared by the Underwriter, relating to the sufficiency of moneys and securities deposited with The Bank of New York Mellon Trust Company, N.A. to pay, when due, the principal of and interest requirements on the Bonds for redemption thereof.

The report of Robert Thomas, CPA, LLC will include the statement that the scope of its engagement is limited to verifying the mathematical accuracy of the computations contained in such schedules provided to it, and that it has no obligation to update its report because of events occurring, or data or information coming to its attention, subsequent to the date of its report.

Underwriting

The Bonds are being purchased by the Underwriter for a price of $_____ being equal to the initial principal amount of the Bonds of $_____, plus an original issue premium of $_____and less an Underwriter's discount of $_____. The Underwriter has committed to purchase all of the Bonds if any of such Bonds are purchased. The Bonds are being offered for sale to the public at the price set forth on the cover page of this Official Statement, which price may be changed by the Underwriter from time to time without notice. The Bonds may be offered and sold to dealers, including the Underwriter and dealers acquiring Bonds for their own account or an account managed by them, at prices lower than the public offering price.

Piper Sandler & Co., the Underwriter of the Bonds, has entered into a distribution agreement ("Distribution Agreement") with Charles Schwab & Co., Inc. ("CS&Co") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to the Distribution Agreement, CS&Co. will purchase Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that CS&Co. sells.

Miscellaneous

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not expressly stated, are intended as such and not as representations of fact. No representation is made that any of such statements made will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract or agreement between any of the City, the District or the Underwriter and the purchasers or the owners of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the City Council.

CITY OF ALISO VIEJO, for and on behalf of
COMMUNITY FACILITIES DISTRICT NO.
2005-01 (GLENWOOD AT ALISO VIEJO) OF
THE CITY ALISO VIEJO

By:_____
Director of Financial Services/City Treasurer

APPENDIX A

SUMMARY OF THE AGREEMENT

The following is a summary of certain provisions of the Agreement not otherwise summarized in the text of this Official Statement. This summary is not intended to be definitive, and reference is made to the complete text of each of such documents for the complete terms thereof.

[TO COME]

APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City of Aliso Viejo
12 Journey
Aliso Viejo, CA 92656-5335

Re: $_____ Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo, County of Orange, State of California (the "District"), of $_____ aggregate principal amount of the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds (the "Bonds"). The Bonds are issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), a resolution adopted by the City Council of the City of Aliso Viejo (the "City") on October 4, 2023 (the "Resolution"), and a Fiscal Agent Agreement, dated as of December 1, 2023 (the "Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

In such connection, we have examined the Act, the Resolution, the Agreement, the Tax Certificate related to the Bonds, and certified copies of the proceedings taken for the issuance and sale of the Bonds. As to questions of fact which are material to our opinions, we have relied upon the representations of the City contained in the Agreement, and in certificates of its authorized officers which have been delivered to us for the purpose of supplying such facts, without having undertaken to verify the accuracy of any such representations by independent investigation.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other events come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter.

We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the City and District. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Agreement and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to ensure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Bonds, the Resolution, the Agreement and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against cities and their subordinate entities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained

in the documents mentioned in the preceding sentence. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering materials relating to the Bonds and express no opinion with respect thereto.

Based upon the foregoing, we are of the opinion, under existing law, that:

1. The Bonds have been duly and validly authorized by the City, on behalf of the District, and are legal, valid, and binding special obligations of the District. The Bonds are secured and payable solely from sources provided therefor in the Agreement.

2. The Agreement has been duly authorized by the City, on behalf of the District, and constitutes the valid and legally binding obligation of the District enforceable against the District in accordance with its terms, as such enforcement may be limited by bankruptcy, insolvency, moratorium, transfer or conveyance or other laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases; provided, however, that we express no opinion with respect to any indemnification, contribution, choice of law or waiver provisions contained therein.

3. The Agreement creates a valid pledge of that which the Agreement purports to pledge, subject to the provisions of the Agreement, except to the extent that the enforceability of the Agreement may be limited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases.

4. Under existing statutes, regulations, rulings and court decisions, the interest on the Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals and corporations, however, interest on the Bonds is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. Although the interest on the Bonds is excluded from gross income for purposes of federal income taxation, the accrual or receipt of interest on the Bonds, or any portion thereof, may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

5. Interest on the Bonds is exempt from State of California personal income tax.

Respectfully submitted,

APPENDIX C

RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX

APPENDIX D

THE ECONOMY OF THE CITY OF ALISO VIEJO

The following information relating to the City of Aliso Viejo and the County of Orange, California is supplied solely for informational purposes. Neither the City nor the County is obligated in any manner to pay principal of or interest on the Bonds or to cure any delinquency or default on the Bonds. The Bonds are payable solely from the sources described in the Official Statement.

THE CITY OF ALISO VIEJO

General and Economic Information on the City

The City of Aliso Viejo, which has a population of approximately 50,000 and is approximately 7 square miles, is located in South Orange County. The City is located in Southern California, approximately 45 miles from downtown Los Angeles, 70 miles north of downtown San Diego, and 4 miles northeast of the Pacific Ocean. Neighboring communities include Laguna Hills, Laguna Niguel, Laguna Beach, and Laguna Woods.

The City of Aliso Viejo is a general law city and was incorporated on July 1, 2001. The City has a Council-Manager form of government. The City Council appoints the City Manager, who is responsible for the day-to-day administration of City business and the coordination of all City departments. The City Council is comprised of five members elected bi-annually to four-year alternating terms, with a maximum of two consecutive terms. In June 2023, the City Council approved and implemented by-district elections, which split the City into five districts. The City Council annually elects a Mayor from its members. The City employs a staff of 29 full-time employees.

City Management

The administration of the City is under the direction of David Doyle, the City Manager and Ann Eifert, the Director of Financial Services/City Treasurer.

The following is a brief biography of certain City department heads.

David Doyle, *City Manager*. Mr. Doyle has been the City Manager since 2013. He has over twenty years of municipal experience, previously serving as the Assistant City Manager for the City of Diamond Bar and Deputy City Manager for the City of Manhattan Beach. Mr. Doyle holds a B.A. in Social Ecology from the University of California-Irvine, and a Master's Degree in Public Administration from California State University, Long Beach.

Ann Eifert, *Director of Financial Services/City Treasurer*. Ms. Eifert started with the City as the Director of Financial Services/City Treasurer in 2022. She previously worked for the City of Garden Grove for over sixteen years in various positions, including Budget, Risk Management and Public Works. Ms. Eifert holds a B.A. in Business Administration from California State University, Fullerton and a MBA from California State University, Fullerton.

General Demographic Information

Table D-1 provides population, income levels and employment information for Fiscal Years 2013 through 2021.

Table D-1
CITY OF ALISO VIEJO
Demographic and Economic Statistics
Last Ten Fiscal Years
as of June 30, 2022

Fiscal Year	Population	Total Income	Per Capita Income	Total Employment[1]	Employment Growth Rate[1]	Unemployment Rate[1]
2013	49,951	2,100,839,000	42,058	27,400	0.74%	4.50%
2014	49,939	2,181,535,000	43,684	27,900	1.82	3.60
2015	50,509	2,223,991,000	44,032	28,200	1.08	3.10
2016	50,312	2,274,460,000	45,207	29,100	3.19	3.30
2017	51,950	2,311,366,000	44,492	29,400	1.03	2.70
2018	51,372	2,385,153,000	46,429	29,700	1.02	2.60
2019	50,044	2,447,088,000	48,899	29,300	-1.35	2.30
2020	49,813	2,559,352,000	51,379	26,200	-10.58	6.60
2021	50,782	2,566,572,000	50,541	28,000	6.87	3.40

(1) Calendar year unemployment data uses December year-over-year figures.

Sources: City of Aliso Viejo Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2022 (sourcing to California Department of Finance, California Employment Development Department, The HDL Companies).

The following table lists the principal sales tax producers within the City for 2017-2021.

Table D-2
CITY OF ALISO VIEJO
Principal Sales Tax Producers by Category(1)

	2017	2018	2019	2020	2021
Food Stores	$ 22,453	$ 22,417	$ 21,367	$ 23,954	$ 22,567
Eating and Drinking Places	70,005	69,414	69,100	57,032	69,754
Auto Dealers and Supplies	5,545	5,421	6,521	5,329	5,281
Services Stations	57,190	65,193	64,494	42,939	71,162
Other Retail Stores	163,600	162,082	128,486	102,006	123,125
All Other Outlets	306,885	258,170	233,582	177,317	243,052
Total	$625,678	$582,697	$523,550	$408,577	$534,941

(1) In thousands.

Source: City of Aliso Viejo Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2022 (sourcing to The HDL Companies, State Board of Equalization, California Department of Taxes and Fees Administration, and State Controller's Office).

The following table lists the principal property taxpayers in the City.

Table D-3
CITY OF ALISO VIEJO
Principal Property Taxpayers

Taxpayer	Primary Use	Assessed Valuation	Percentage of Total Assessed Valuation
Moritz Associates LLC	Residential	$ 214,440,422	1.89%
Barcelona LLC	Residential	188,707,570	1.66
Enterprise Office Owner	Commercial	165,035,028	1.45
Vantis Multifamily LLC	Residential	157,841,890	1.39
Microventon, Inc.	Commercial	146,609,699	1.29
City Lights-Aliso Viejo LLC	Residential	125,888,928	1.11
Summit Office LLC	Commercial	120,568,003	1.06
Sequoia Equities	Residential	89,728,852	0.79
PLC 3 LP	Residential	87,876,110	0.77
20 30 Enterprise JV LLC	Commercial	86,890,960	0.77
Top Ten Totals		**$1,383,587,462**	**12.18%**

Source: City of Aliso Viejo Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2022 (sourcing to The HDL Companies and the Orange County Assessor).

Employment

The following table summarizes employment figures by industry for the Anaheim-Santa Ana-Irvine Metropolitan Division, which is located entirely within the County.

TABLE D-4
INDUSTRY EMPLOYMENT & LABOR FORCE ANNUAL AVERAGES
Anaheim-Santa Ana-Irvine Metropolitan Division
(Orange County)
2017-2021[(1)]

	2017	2018	2019	2020	2021
Farming	2,100	2,000	1,900	1,900	1,900
Mining and Logging	500	500	500	400	400
Construction	101,800	106,300	106,400	101,300	101,500
Manufacturing	160,700	160,700	159,800	149,100	147,100
Wholesale Trade	79,000	79,800	79,400	79,400	75,300
Retail Trade	153,500	152,600	150,500	137,800	143,600
Transportation, Warehousing and Utilities	28,000	29,200	29,500	29,600	30,800
Information	26,800	26,700	26,100	24,100	23,800
Financial Activities	119,600	118,700	117,400	115,900	116,100
Professional and Business Services	304,400	317,000	328,200	310,100	322,200
Education and Health Services	215,900	224,700	231,800	225,800	236,400
Leisure and Hospitality	218,100	222,600	228,000	161,800	179,000
Other Services	50,300	51,400	52,000	44,100	47,000
Government	160,200	161,200	162,900	156,100	155,200
Total:	1,620,800	1,653,200	1,674,400	1,537,400	1,553,900

Note: The "Total" data is not directly comparable to the employment data found herein.
(1) Employment is reported by place of work; it does not include persons involved in labor-management disputes. Figures are rounded to the nearest hundred. Columns may not add to totals due to rounding.
Source: State of California, Employment Development Department, *Industry Employment & Labor Force by Annual Average, March 2021 Benchmark.*

The following table shows certain employment information with respect to the City, County of Orange, the State of California, and the United States for Calendar Years 2017 through 2022.

Table D-5
ORANGE COUNTY
LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT[1]

	Area	*Labor Force*	*Employment*[2]	*Unemployment*[3]	*Unemployment Rate*[4]
2017	Aliso Viejo	30,100	29,100	1,000	3.2%
	Orange County	1,605,800	1,549,000	56,800	3.5
	State of California	19,185,400	18,258,100	927,300	4.8
	United States	160,320,000	153,337,000	2,454,000	4.4
2018	Aliso Viejo	30,400	29,600	800	2.6%
	Orange County	1,616,100	1,568,300	47,900	3.0
	State of California	19,289,500	18,469,900	819,600	4.2
	United States	162,075,000	155,761,000	153,336,000	3.9
2019	Aliso Viejo	30,000	29,200	800	2.6%
	Orange County	1,616,800	1,571,300	45,500	2.8
	State of California	19,413,200	18,617,900	795,300	4.1
	United States	163,539,000	157,538,000	6,001,000	3.7
2020	Aliso Viejo	28,600	26,400	2,200	7.6%
	Orange County	1,566,900	1,427,000	139,900	8.9
	State of California	18,971,600	17,047,600	1,924,000	10.1
	United States	160,742,000	147,795,000	12,947,000	8.1
2021	Aliso Viejo	28,600	27,100	1,500	5.1%
	Orange County	1,560,700	1,467,300	93,400	6.0
	State of California	18,973,400	17,586,300	1,387,100	7.3
	United States	161,204,000	152,581,000	8,623,000	5.3
2022	Aliso Viejo	29,400	28,500	900	3.0%
	Orange County	1,590,900	1,540,600	50,300	3.2
	State of California	19,252,000	18,440,900	811,100	4.2
	United States	164,287,000	158,291,000	5,996,000	3.6

(1) Data is based on annual averages, unless otherwise specified, and is not seasonally adjusted.
(2) Includes persons involved in labor-management trade disputes.
(3) Includes all persons without jobs who are actively seeking work.
(4) The unemployment rate is computed from un-rounded data; therefore, it may differ from rates computed from rounded figures in this table.

Source: U.S. Department of Labor – Bureau of Labor Statistics; California Employment Development Department.

Education

The City is included within the boundaries of the Capistrano Unified School District, Saddleback Valley Unified School District, and Laguna Beach Unified School District, which also serves the surrounding cities of Dana Point, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano and San Clemente, as well as portions of the unincorporated county. The City has in its boundaries four elementary schools, two middle schools, one high school, and one K-8 charter school. There are also three private schools. Higher education is available within the City at SOKA University of America.

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

CITY OF ALISO VIEJO CONTINUING DISCLOSURE AGREEMENT

$_____
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO) OF THE CITY OF ALISO VIEJO
2023 SPECIAL TAX BONDS

This Continuing Disclosure Agreement (the "Disclosure Agreement"), dated as of [_____], 2023, is executed and delivered by the City of Aliso Viejo (the "Issuer") for and on behalf of Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo (the "District") and Koppel & Gruber Public Finance, as Disclosure Dissemination Agent (the "Disclosure Dissemination Agent") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

SECTION 1. Definitions.

Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with EMMA.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to EMMA under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Representative" means the City Manager, the senior member of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Koppel & Gruber Public Finance, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"EMMA" shall mean the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at *www.emma.msrb.org*, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission in the future.

"Failure to File Event" means the Issuer's failure to file the Annual Report on or before the Annual Filing Date, respectively.

"Fiscal Agent" means the institution identified as such in the document under which the Bonds were issued.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means the Annual Financial Information, the Audited Financial Statements (if any) the Notice Event notices, and the Voluntary Reports.

"Notice Event" means an event listed in Sections 4(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

"Voluntary Report" means the information provided to the Disclosure Dissemination Agent by the Issuer pursuant to Section 7.

SECTION 2. <u>Provision of Annual Reports</u>.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Fiscal Agent, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to EMMA not later than nine (9) months after the end of each Fiscal Year of the Issuer, commencing with the Fiscal Year ending June 30, 2023. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement. The first Annual Report shall be satisfied with the posting of the Official Statement for the Bonds.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to EMMA.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to EMMA.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Fiscal Agent, for filing with EMMA.

(e) The Disclosure Dissemination Agent shall:

(i) upon receipt, promptly file each Annual Report received under Section 2(a) with EMMA;

(ii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with EMMA; and

(iii) provide the Issuer evidence of the filings of each of the above when made.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Fiscal Agent (if any) and EMMA, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content and Form of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the following:

(i) the principal amount of the Bonds outstanding as of September 2 of each year;

(ii) the balance in each fund under the Fiscal Agent Agreement as of the September 2 preceding the filing of the Annual Report, including the Reserve Fund and a statement of the Reserve Requirement;

(iii) updates to Tables 1 and 6 of the Official Statement using the current year's assessed value for Taxable Property in the District and the current year's actual Special Tax levy;

(iv) any changes to the Rates and Method of Apportionment of Special Tax approved or submitted to the electors for approval prior to the filing of the Annual Report;

(v) the status of any foreclosure actions being pursued by the Issuer with respect to delinquent Special Taxes;

(vi) information regarding the percentage of delinquency, if any, in the collection of Special Taxes levied on property in the District for the Fiscal Year preceding the Annual Filing Date in the form of Table 2 to the Official Statement;

(vii) any information not already included under (i) through (vi) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended; and

(viii) (A) the total amount of the Special Taxes levied in the District in the current Fiscal Year to pay debt service on the Outstanding Bonds; (B) the total amount of such Special Taxes that was

collected for the first installment of the current fiscal year; and (C) the total amount of interest due on the Outstanding Bonds on the succeeding September 1 Interest Payment Date.

In addition to any of the information expressly required to be provided under paragraph (a) of this Section, the Issuer shall provide such further information, if any, as may be necessary to make the specifically required statements set forth in clauses (i) to (vi), in the light of the circumstances under which they were made, not misleading.

(b) Audited Financial Statements prepared in accordance with GAAP or alternate accounting principles as described in the Official Statement will be included in the Annual Report. Unaudited financial statements, prepared in accordance with generally accepted accounting principles ("GAAP") or alternate accounting principles as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d). If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the audited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with each of EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

SECTION 4. <u>Reporting of Notice Events</u>.

(a) Pursuant to the provisions of this Section 4, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of any credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to the rights of owners of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) defeasances;

(x) any release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) any bankruptcy, insolvency, receivership, or similar event of the Issuer. This Listed Event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

(xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) the incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

(b) Upon and after the occurrence of a Listed Event listed under subsection (a)(ii), (a)(vii), (a)(viii), (a)(x), (a)(xiii), (a)(xiv), or (a)(xv) above, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws. If the Issuer determines that knowledge of the occurrence of such Listed Event would be material under applicable federal securities laws, the Issuer shall promptly notify the Disclosure Dissemination Agent in writing. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (d) below.

(c) Upon and after the occurrence of any Listed Event (other than a Listed Event listed under subsection (a)(ii), (a)(vii), (a)(viii), (a)(x), (a)(xiii), (a)(xiv), or (a)(xv) above), the Issuer shall promptly notify the Disclosure Dissemination Agent in writing. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (d) below.

(d) If the Disclosure Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Disclosure Dissemination Agent shall file a notice of such occurrence with MSRB not in excess of ten (10) business days after the occurrence of such Listed Event. Such notice must be submitted in an electronic format as prescribed by MSRB, accompanied by such identifying information as prescribed by MSRB. Notwithstanding the foregoing, notice of a Listed Event described in subsection (a)(viii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds pursuant to the Fiscal Agent Agreement. The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Fiscal Agent or the Disclosure Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Disclosure Dissemination Agent under this Section 4 comply with the requirements of the Rule.

SECTION 5. CUSIP Numbers.

Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events, and Voluntary Reports filed pursuant to Section 4(a), the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file information with EMMA, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 8. Termination of Reporting Obligation.

The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent.

The Issuer has appointed Koppel & Gruber Public Finance as Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Fiscal Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of Koppel & Gruber Public Finance's services as Disclosure Dissemination Agent, whether by notice of the Issuer or Koppel & Gruber Public Finance, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default.

In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

THE ISSUER AGREES TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, with prior written notice to the Issuer, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver.

Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel qualified in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer nor

the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries.

This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law.

This Disclosure Agreement shall be governed by the laws of the State of California.

SECTION 15. Counterparts.

This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

KOPPEL & GRUBER PUBLIC FINANCE, as Disclosure Dissemination Agent

By: _____

Name: _____

Title: _____

CITY OF ALISO VIEJO, ON BEHALF OF AND FOR COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO), as Issuer

By: _____

Name: _____

Its: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo
Obligated Person(s)	Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo
Name of Bond Issue:	$_____ Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds
Date of Issuance:	
Date of Official Statement:	

CUSIP Number: CUSIP Number:

APPENDIX F

DTC AND THE BOOK ENTRY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC to the District which the District believes to be reliable, but the District and the Underwriter do not and cannot make any independent representations concerning these matters and do not take responsibility for the accuracy or completeness thereof. Neither the DTC, Direct Participants, Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited through the facilities of DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at *www.dtcc.com*.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as prepayments, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Fiscal Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Fiscal Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered to DTC.

THE FISCAL AGENT, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

$_____
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
2023 SPECIAL TAX REFUNDING BONDS

BOND PURCHASE AGREEMENT

_____, 2023

City of Aliso Viejo
Community Facilities District No. 2005-01
12 Journey, Suite 100
Aliso Viejo, CA 92656

Ladies and Gentlemen:

The undersigned, Piper Sandler & Co., as underwriter (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "**Purchase Agreement**") with the City of Aliso Viejo (the "**City**") for its Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo (the "**Community Facilities District**"), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined herein, shall have the respective meanings provided for such terms in a Fiscal Agent Agreement, dated as of December 1, 2023 (the "**Fiscal Agent Agreement**") between the City, for and on behalf of the Community Facilities District, and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "**Fiscal Agent**").

1. Purchase, Sale and Delivery of the Bonds.

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds (the "**Bonds**"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The Bonds shall be subject to redemption as set forth in the Fiscal Agent Agreement. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof, [less][plus] an original issue [discount] [premium] of $_____ and less an Underwriter's discount of $_____).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to

the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Tax Revenues and certain other amounts as provided in the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "**Community Facilities District Act**"). The issuance of the Bonds has been duly authorized by the City pursuant to Resolution No. _____ (the "**Resolution**"), adopted by its City Council of the City (the "**City Council**"), on _____, 2023.

The proceeds of the Bonds shall be used to (i) refund the outstanding Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2014 Special Tax Refunding Bonds (the "**Prior Bonds**"), (ii) provide for a debt service reserve fund policy (the "**Reserve Policy**") issued by _____ (the "**Insurer**") to fund 50% of the initial Reserve Requirement and fund a cash deposit for the remaining 50% of the initial Reserve Requirement, and (iii) pay costs of issuing the Bonds.

A. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City herein is incorrect in any material respect.

The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "**MSRB**"); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

B. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2023, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "**Preliminary Official Statement**." By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the City agrees to execute a final official statement relating to the Bonds (the "**Official Statement**") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the

approval of Best Best & Krieger LLP, Bond Counsel and Disclosure Counsel (herein called "**Bond Counsel**"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(T) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a "designated electronic format" as defined in the MSRB's Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

C. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"), the City will undertake pursuant to the Continuing Disclosure Agreement, in the form attached to the Official Statement (the "**Continuing Disclosure Agreement**"), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

D. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in Riverside, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date (defined below); and the City will deliver to the Underwriter through The Depository Trust Company's ("**DTC**") FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on December ____, 2023 (the "**Closing Date**"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 2 days prior to the Closing.

2. Representations, Warranties and Covenants of the City. The City represents, warrants and covenants to the Underwriter that:

A. The City is a public body, corporate and politic, duly organized and validly existing pursuant to the Constitution and laws of the State of California (the "**State**"), and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the "**Community Facilities District Formation Resolutions**" and, together with the Resolution, the "**Community Facilities District Resolutions**") and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities

District Formation Resolutions, has duly adopted the Resolution and an ordinance levying the Special Taxes within the Community Facilities District (the "**Ordinance**"), and has caused to be recorded in the real property records of Orange County, a notice of special tax lien (the "**Notice of Special Tax Lien**") (the Community Facilities District Formation Resolutions, the Ordinance, and the Notice of Special Tax Lien being collectively referred to herein as the "**Formation Documents**"), and the City Council has duly adopted the Resolution. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions on its part contemplated by each of such agreements; (ii) to enter into the Continuing Disclosure Agreement; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement and the Continuing Disclosure Agreement are collectively referred to herein as the "**City Documents**."

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by the City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally. To the City's knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system, as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental

agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives written notice to the contrary to the City, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period." If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the Community Facilities District's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions on their part contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a materially adverse effect on the City's ability to perform its obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which

would materially and adversely affect the performance by the City of its obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "**Action**") pending (notice of which has been served on the City) or to the knowledge of the City threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City contemplated thereby; (iii) contests the exclusion of interest on the Bonds from State income taxation or contests the powers of the City that result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Tax Revenues or to pay debt service on the Bonds; (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or (vi) which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under State tax laws or regulations; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (vi) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the City will not be required to execute a special or general consent to service of

process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, for and on behalf of the Community Facilities District, entitled to the benefits of the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Tax Revenues, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the City's knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District which are senior to or on a parity with the lien of the Special Taxes.

L. The City or the Community Facilities District have not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a City or Community Facilities District whose arbitrage certifications may not be relied upon.

M. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

N. Any certificate signed by an authorized officer or employee of the City and delivered to the Underwriter in connection with the issuance of the Bonds shall be deemed a representation and covenant of the City to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. The total interest cost to maturity on the Bonds plus the principal amount of the Bonds is less than the total remaining interest cost to maturity on the Prior Bonds plus the outstanding principal amount of the Prior Bonds.

Q. At or prior to the Closing, the City will have duly authorized, executed and delivered the Continuing Disclosure Agreement in substantially the form under Appendix E to the Official Statement. Based on a review of its prior undertakings with respect to Rule 15c2-12, and except as disclosed in the Preliminary Official Statement and Official Statement, the City has not failed to comply in any material respect with a continuing disclosure undertaking under Rule 15c2-12 during the previous five years.

R. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

S. Until such time as moneys have been set aside in an amount sufficient to pay or

defease all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions on its part contained in the Fiscal Agent Agreement.

T. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

U. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

V. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

W. The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the City and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, the City shall not be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency

or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, and the performance by the City of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement (other than statements pertaining to the book-entry system, as to which no view is expressed) is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the reasonable judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof; or

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of

America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds or the Fiscal Agent Agreement, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the Community Facilities District, their property, income, securities (or interest thereon), or the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or

by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District;

8. Any rating of the City or the Community Facilities District is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency;

9. The commencement of an Action described in Section 2(H);

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 5 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. Continuing Disclosure Agreement. The Continuing Disclosure Agreement executed by the City;

5. Bond Counsel Opinion. An unqualified *approving* opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel in substantially the form included as Appendix B to the Official Statement; together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed

and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "REFUNDING PLAN," "THE BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS" and in Appendices A and B to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding the Insurer, the Reserve Policy, DTC and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Community Facilities District Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors' rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

7. Letter of Disclosure Counsel. A letter, dated the Closing Date and addressed to the Underwriter and the City, of Best Best & Krieger LLP, acting as Disclosure Counsel, to the effect that no facts have come to the attention of the attorneys in such firm rending legal services in connection with the Bonds that cause them to believe that the Preliminary Official Statement as of its date and as of the date of this Purchase Agreement and the Official Statement, as of its date or as of the Closing Date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statement made *therein*, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any appendices, CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any determinations regarding valuation, real estate, and environmental matters, or any basis therefor; information about the Underwriter, underwriting; statements relating to the treatment of the Bonds or the interest, discount or premium related thereto for tax purposes under the laws of any jurisdiction and statements contained in the Official Statement under the caption "TAX MATTERS," any information about the Insurer, the Reserve Policy, DTC or the book-entry system).

8. City Attorney Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, in substantially the form attached hereto as Exhibit B;

9. Defeasance Opinion. An opinion of Bond Counsel, addressed to the Underwriter, dated the date of Closing, as to the effective defeasance of the Prior Bonds in *form* and

substance acceptable to the Underwriter;

10. Closing Certificate of the City. A certificate, dated the *Closing* Date, and signed by an authorized officer of the City substantially in the form of Exhibit C hereto, together with such additional certifications as Bond Counsel may require;

11. Fiscal Agent Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

12. Fiscal Agent 's Certificate. A certificate or certificates of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and Bond Counsel;

13. Fiscal Agent 's Counsel Opinion. An opinion or opinions of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has duly authorized the execution and delivery of the Fiscal Agent Agreement and is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

14. Opinion of Underwriter's Counsel. An opinion of Kutak Rock LLP, counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

15. Special Tax Consultant Certificate. A certificate, dated the Closing Date from Koppel & Gruber Public Finance (the "**Special Tax Consultant**") substantially in the form attached as Exhibit D hereto;

16. Specimen Bonds. Copies of the Specimen Bonds;

17. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the *Bonds* are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

18. Form 8038-G. An Information Return for Tax-*Exempt* Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

19. Rating. Evidence satisfactory to the Underwriter that the Bonds have been rated the rating set forth in the Official Statement and evidence that such rating has not been revoked or downgraded;

20. Verification Agent Report. The report of Robert Thomas, CPA, LLC, as verification agent (the "**Verification Agent**"), on the mathematical accuracy of certain computations, contained in schedules provided to them which were prepared for the City, relating to the sufficiency of moneys and/or securities deposited with The Bank of New York Mellon Trust Company, N.A. to pay, when due, the principal of and interest and premium, if any, on the Prior Bonds on the redemption date;

21. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

22. Letter of Representations. A copy of the Blanket Letter of Representations to

DTC relating to the Bonds signed by the City; and

23. Reserve Policy. Copy of the Reserve Policy issued by the Insurer

24. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 5 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the Continuing Disclosure Agreement to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set

forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City's obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Verification Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

6. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of the City Council with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

7. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at or before the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit E, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. With respect to Bonds of those maturities as to which at least 10% of the Bonds of the maturity has been sold to the public (defined in paragraph (f) below) at a single price (the "**10% test**"), based on reporting by the Underwriter to the City on the date hereof and prior to the execution of this Purchase Agreement, which maturities are indicated in Exhibit A attached hereto as having satisfied the 10% test (the "**10% Test Maturities**"), the City will treat the first price at which 10% of each such maturity of the Bonds was sold to the public as the issue price of that maturity. With respect to Bonds of those maturities as to which the 10% test has not been satisfied, based on reporting by the Underwriter to the City on the date hereof and prior to the execution of this Purchase Agreement, which maturities are indicated in Exhibit A attached hereto as being subject to the "hold-the-offering-price rule," defined below (the "**Hold-the-Offering-Price Maturities**"), the Underwriter and the City agree that the rules in paragraph (c) below shall apply. For purposes of this section, for Bonds maturing on the same date but having different interest rates, each separate group of Bonds having a different interest rate is subject to the 10% test or paragraph (c) below, as the case may be, as if such separate group of Bonds was a separate maturity.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (each an "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto. Exhibit A also sets forth, identified under the columns (X) "10% Test Satisfied," (Y) "10% Test Not Satisfied," and (Z) "Subject to Hold-the-Offering-Price-Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (based on the assumption that the orders aggregating more than 10% of a maturity will be confirmed by the close of the business day immediately following the date of this Purchase Agreement) (see clause (X) above, which will be checked), or (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply (see clauses (Y) and (Z) above, both of which will be checked) , which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or

2. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City, after the close of the fifth (5th) business day, whether it has sold at least 10% of each Hold-the-Offering-Price maturity to the public at a price that is no higher than the initial offering price to the public of that maturity, if such sale has occurred prior to the close of the fifth (5th) business day after the sale date.

D. The Underwriter confirms that:

(i) any selling group agreement and any retail or other third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail or other third-party distribution agreement, as applicable:

(A) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a retail or other third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail or other third-party distribution agreement to comply with the hold-the-offering-price

rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail or other third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the retail or other third-party distribution agreement and the related pricing wires.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

8. Notices. Any notice or other communication to be given to the City pursuant to this Bond Purchase Agreement may be given by delivering the same in writing to such entity, at the addresses set forth on the cover page hereof. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245, Attention: Public Finance. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication,

provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

14. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

15. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

PIPER SANDLER & CO.

By: _____
Its: Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

CITY OF ALISO VIEJO, for and on behalf of COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) OF THE CITY OF ALISO VIEJO

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) OF THE CITY OF ALISO VIEJO 2023 SPECIAL TAX REFUNDING BONDS]

EXHIBIT A

$_____
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
2023 SPECIAL TAX REFUNDING BONDS

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule *(marked if used)*
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
20__[(T)]							
20__							

(T) Term Bond.
(C) Priced to optional call at [par] on September 1, 20___.
* At the time of execution of this Bond Purchase Agreement and assuming orders are confirmed immediately after the execution of this Bond Purchase Agreement.

EXHIBIT B

FORM OF CITY ATTORNEY OPINION

[Closing Date]

Piper Sandler & Co.
El Segundo, CA

City of Aliso Viejo
Aliso Viejo, CA

Re: Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds

Ladies and Gentlemen:

I serve as City Attorney to the City of Aliso Viejo (the "City"). This opinion is addressed to you in connection with the issuance by the City of its Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds (the "Bonds") in the principal amount of $_____. The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of December 1, 2023 (the "Fiscal Agent Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent ") and sold pursuant to the Bond Purchase Agreement dated [BPA Date] (the "Purchase Agreement"), between the City and Piper Sandler & Co., as underwriter (the "Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Fiscal Agent Agreement or, if not defined in the Fiscal Agent Agreement, in the Purchase Agreement.

In rendering this opinion, I have made the assumption that all documents submitted to or reviewed by me are accurate and complete and, if not originals, are true and correct copies of originals. As to questions of fact material to this opinion letter, I have relied upon representations and information supplied to me by the City and its officers, employees, and representatives and upon representations and certificates of various public officials. In the course of my representation, nothing has come to my attention that caused me to believe that any of the factual representations upon which I have relied are not true, but I have made no other factual investigations.

When used herein, the phrase "to my current actual knowledge" means that, during the course of my representation of the City, no information that would give me current actual knowledge of the inaccuracy of such statements has come to my attention. However, I have not undertaken any independent investigation or inquiry to determine the accuracy of such statements other than inquiries of officers of the City. Any limited inquiry undertaken by me during the preparation of this opinion letter should not be regarded as such an investigation. No inference as to my knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of my representation of the City, either past or present.

For the purpose of rendering the opinions set forth below, I have assumed that the Bonds have been issued in compliance with the provisions of the Mello-Roos Community Facilities Act of 1982 of the State of California (being §§53311 et seq., of the California Government Code), that the Bonds have been issued in accordance with the requirements of the Fiscal Agent Agreement, and that

such issuance does not result in the violation of any constitutional, statutory, or other limitation relating to the amount of indebtedness that may be incurred by the City.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, I am of the opinion that:

1. The City is a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California.

2. The meetings of the City relating to the proceedings taken in connection with the issuance of the Bonds were duly called and held and the Resolution was duly adopted or enacted and is in full force and effect and has not been amended, modified or supplemented in any way.

3. The Purchase Agreement, the Fiscal Agent Agreement, the Continuing Disclosure Agreement and the Bonds have been duly authorized and executed by the City and, assuming the due authorization, execution, and delivery of the Purchase Agreement, Continuing Disclosure Agreement and the Fiscal Agent Agreement by and their enforceability against the other parties thereto, the Purchase Agreement, Continuing Disclosure Agreement, the Fiscal Agent Agreement and the Bonds are legal, valid, binding agreements of the City for the District enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, or other laws relating to or affecting the enforcement of creditors' rights generally; by the application of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith, and fair dealing, regardless of whether considered in a proceeding in equity or at law; the possible unavailability of specific performance or injunctive relief; and by the limitations imposed on actions against governmental entities in the State of California.

4. The adoption of the Resolution and the execution and delivery by the City of the Purchase Agreement, the Fiscal Agent Agreement, Continuing Disclosure Agreement, and the Bonds and compliance with the provisions thereof by the City do not violate any applicable law, regulation or, to the best of my current actual knowledge, judgment, order or decree of any court or any public or governmental agency or authority of the State of California or the federal government of the United States of America and, to the best of my current actual knowledge, do not result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party or by which it is otherwise subject.

5. To my current actual knowledge, the City is not violating any applicable law or administrative regulation of the State of California or the United States, is not violating or in breach of any applicable judgment or decree, and is not in breach of or default under any loan agreement, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which violation, breach, or default would materially adversely affect the transactions contemplated by the Purchase Agreement, the Fiscal Agent Agreement, or the Bonds.

The opinions set forth above are further qualified as follows:

(a) My opinions are limited to the matters expressly set forth herein and no opinion is to be implied or may be inferred beyond the matters expressly so stated;

(b) I am licensed to practice law in the State of California; accordingly, the foregoing opinions only apply insofar as the laws of the State of California and the United States may be concerned, and I express no opinion with respect to the laws of any other jurisdiction;

(c) I express no opinion as to the enforceability under certain circumstances of contractual provisions respecting various summary remedies without notice or opportunity for hearing or correction, especially if their operation would work a substantial forfeiture or impose a substantial penalty upon the burdened party;

(d) I express no opinion as to the effect or availability of any specific remedy provided for in the Fiscal Agent Agreement under particular circumstances, except that I believe such remedies are, in general, sufficient for the practical realization of the rights intended thereby;

(e) I express no opinion as to the enforceability of any indemnification, contribution, choice of law, choice of forum, or waiver provisions contained in the Fiscal Agent Agreement or the Purchase Agreement;

(f) I express no opinion concerning the application to or compliance with federal securities law, including but not limited to the Securities Act of 1933, as amended, and the Trust Indenture Act of 1939, as amended, any state securities or "Blue Sky" law, or any federal, state or local tax law, of the Bonds or the issuance and sale thereof;

(g) I disclaim any obligation to update this opinion for events occurring after the date hereof or any new facts or information that may become known to me after the date of this opinion;

(h) I express no opinion concerning the defeasance of the Prior Bonds.

I hereby confirm to you that, to my current actual knowledge, there are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, governmental agency, public board or body that are pending and have been served, or overtly threatened in writing against the City, contesting the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Resolution, or the Fiscal Agent Agreement, or the collection or application of the Special Taxes and the interest thereon to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, or the powers of the City or its authority with respect to the Bonds, the Resolutions, the Fiscal Agent Agreement, the Continuing Disclosure Agreement, the Purchase Agreement or any action on the part of the City contemplated by any of said documents.

As counsel to the City in this matter, I have not rendered financial advice to the City and do not represent, by this opinion or otherwise, that I have reviewed or made any assessment about, nor do I offer any opinion about, the financial condition of the City, past, present or future, including any financial information contained in the documents; nor have I reviewed the financial feasibility of this transaction or those projects that the proceeds of the Bonds will fund or any of their components, and, accordingly, I offer no opinion whatsoever regarding such financial feasibility.

This letter is furnished by me as City Attorney. No attorney-client relationship has existed or exists between me and the Underwriter in connection with the Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for their benefit in connection with the transactions

covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without my prior written approval; provided, however, that copies of this opinion may be included in the closing transcripts for the transactions covered by the first paragraph of this letter. This letter is not intended to be relied upon by owners of Bonds.

Very truly yours,

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
2023 SPECIAL TAX REFUNDING BONDS

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the _____ of the City of Aliso Viejo (the "City"), the City Council of the City (the "City Council") of which is the legislative body for Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo (the "Community Facilities District"), a community facilities district duly organized and existing under the laws of the State of California (the "State") and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the "Bonds"). All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated [BPA Date], by and between the City and Piper Sandler & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the knowledge of the City, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system, as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system, as to which no view is expressed) as of its date was and as of the date hereof is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to

state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: [Closing Date]

CITY OF ALISO VIEJO

By: _____

Its: _____

EXHIBIT D

COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
2023 SPECIAL TAX REFUNDING BONDS

CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned hereby states and certifies:

1. That the undersigned is an authorized officer of Koppel & Gruber Public Finance (the "Special Tax Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant has reviewed and is familiar with the Rate and Method of Apportionment of Special Tax (the "Rate and Method") as set forth in Appendix C to the Official Statement dated [BPA Date], for Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo (the "Community Facilities District") 2023 Special Tax Refunding Bonds. Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Fiscal Agent Agreement, dated as of December 1, 2023, between the City of Aliso Viejo (the "City") and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent .

3. That the Special Taxes, if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the Annual Debt Service on the Bonds, and annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, after payment of annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds, would annually generate at least 110% of the Annual Debt Service payable with respect to the Bonds payable from such Special Taxes assuming the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled "THE DISTRICT," and "APPENDIX C," including the tables sourced to the Special Tax Consultant, and the other data provided by the Special Tax Consultant and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The City, Piper Sandler & Co., Best Best & Krieger LLP and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: [Closing Date]

KOPPEL & GRUBER PUBLIC FINANCE

By: _____

EXHIBIT E

$_____
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)
OF THE CITY OF ALISO VIEJO
2023 SPECIAL TAX REFUNDING BONDS

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. ("Piper Sandler") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the Bonds***.

(a) Piper Sandler offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated [BPA Date], between the Issuer and Piper Sandler, Piper Sandler agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. ***Defined Terms***.

(a) *Holding Period* means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Piper Sandler has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means the City of Aliso Viejo.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [BPA Date].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper Sandler's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Best Best & Krieger LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [Closing Date]

PIPER SANDLER & CO.

By: _____

Title: _____

-Signature Page-
Issue Price Certificate

SCHEDULE A

SALE PRICES

(*To be attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

IRREVOCABLE REFUNDING INSTRUCTIONS

These IRREVOCABLE REFUNDING INSTRUCTIONS (these "Instructions"), dated as of _____, 2023, are given by the CITY OF ALISO VIEJO (the "City"), on behalf of its Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) (the "District"), to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, acting as fiscal agent (the "Fiscal Agent") for the hereinafter defined 2014 Bonds.

W I T N E S S E T H :

WHEREAS, the City has previously issued, for and on behalf of the District, the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2014 Special Tax Refunding Bonds in the aggregate principal amount of $32,270,000 (the "2014 Bonds") for the purpose of refinancing certain public facilities, pursuant to that certain Fiscal Agent Agreement, dated as January 1, 2014, (the "2014 Agreement"), by and between the City, for and on behalf of the District, and the Fiscal Agent; and

WHEREAS, the City has determined that it is in the best financial interests of the District to refund, at this time, the outstanding 2014 Bonds; and

WHEREAS, in order to provide funds for such purpose, the City is issuing, for and on behalf of the District, the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) of the City of Aliso Viejo 2023 Special Tax Refunding Bonds (the "2023 Bonds") and applying a portion of the proceeds thereof to redeem all of the outstanding 2014 Bonds; and

WHEREAS, the 2023 Bonds are being issued pursuant to that certain Fiscal Agent Agreement, dated as of December 1, 2023 (the "2023 Agreement"), by and between the City, for and on behalf of the District, and the Fiscal Agent; and

WHEREAS, the City wishes to give these Instructions to the Fiscal Agent for the purpose of providing the terms and conditions relating to the deposit and application of moneys to provide for the payment and redemption of the outstanding 2014 Bonds.

NOW, THEREFORE, the City hereby irrevocably instructs the Fiscal Agent as follows:

Section 1. 2014 Bond Fund. The Fiscal Agent shall hold within the Bond Fund established pursuant to Section 4.02 of the 2014 Agreement, separate and apart from all other funds and accounts held by it, the proceeds of the 2023 Bonds, together with other funds of the District, which amounts are hereby irrevocably pledged as a special trust fund for the redemption of the outstanding 2014 Bonds, as identified in Schedule 1 attached hereto, on March 1, 2024. Neither the Fiscal Agent nor any other person shall have a lien upon or right of set off against the amounts at any time on deposit in the Bond Fund, and such amounts shall be applied only as provided herein.

Section 2. Deposit into the 2014 Bond Fund; Investment of Amounts. Concurrently with delivery of the 2023 Bonds, the City shall cause to be deposited in the Bond Fund the amount of $[_____] in immediately available funds which represents $[_____] on hand in the

funds and accounts relating to the 2014 Bonds and $[_____] of 2023 Bonds proceeds. The City hereby directs the Fiscal Agent to invest $[___] in U.S. governmental obligations or other non-callable obligations and hold the amount of $[___] as uninvested cash.

The City signifies that by making the deposit described herein, it is discharging the outstanding 2014 Bonds pursuant to Sections 2.03(a) and 9.03 of the 2014 Agreement.

Section 3. Proceedings for Redemption of 2014 Bonds. The City hereby irrevocably elects, and directs the Fiscal Agent, to redeem, on March 1, 2024, from amounts on deposit in the Bond Fund, the outstanding 2014 Bonds pursuant to the provisions of the 2014 Agreement. The Fiscal Agent acknowledges it has given notice of such redemption in accordance with the 2014 Agreement in order to allow for the redemption of the 2014 Bonds on March 1, 2024.

Section 4. Application of Funds to Redeem 2014 Bonds. The Fiscal Agent shall apply the amounts on deposit in the Bond Fund to redeem the outstanding 2014 Bonds, as identified in Schedule 1 attached hereto, on March 1, 2024 at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest, all in accordance with the 2014 Agreement.

Section 5. Transfer of Remaining Funds. Any amounts on deposit in the Bond Fund shall be used for the purpose of paying interest on and the principal of any outstanding 2014 Bonds pursuant to the 2014 Agreement. Any amounts on deposit in the Bond Fund or any other funds and accounts related to the 2014 Bonds following redemption of the outstanding 2014 Bonds shall be transferred to the Interest Account established under the 2023 Agreement to be used solely for the purpose of paying interest on the 2023 Bonds.

Section 6. Amendment. These Instructions shall be irrevocable by the Authority. These Instructions may be amended or supplemented by the Authority, but only if the City shall file with the Fiscal Agent (a) an opinion of nationally recognized bond counsel engaged by the City stating that such amendment or supplement will not, of itself, adversely affect the exclusion from gross income of interest on the 2014 Bonds or the 2023 Bonds under federal income tax law, and (b) a certification of an independent accountant or independent financial adviser engaged by the City stating that such amendment or supplement will not affect the sufficiency of funds invested and held hereunder to make the payments required by Section 4.

Section 7. Application of Certain Terms of the 2014 Agreement. All of the terms of the 2014 Agreement relating to the payment of principal of and interest and repayment premium, if any, on the 2014 Bonds and the redemption thereof, and the protections, immunities and limitations from liability afforded the Fiscal Agent, are incorporated in these Instructions as if set forth in full herein.

Section 8. Counterparts. These Instructions may be signed in several counterparts, each of which will constitute an original, but all of which will constitute one and the same instrument.

(Signature page follows)

Section 9. Governing Law. These Instructions shall be construed in accordance with and governed by the laws of the State of California.

CITY OF ALISO VIEJO

By: _____
City Manager

ACCEPTED:

to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent

By: _____
Authorized Officer

-Signature Page-
Irrevocable Refunding Instructions

Schedule 1

BONDS TO BE REDEEMED

Maturity Date (September 1)	Outstanding Principal Amount*
2024	$ 935,000
2025	1,025,000
2026	1,125,000
2027	1,220,000
2028	1,335,000
2029	1,450,000
2030	1,570,000
2031	1,700,000
2032	1,840,000
2033	1,985,000
2034	2,140,000
2038	10,280,000

* Amounts reflect partial bond call on September 1, 2020.

ALISO VIEJO

City of Aliso Viejo

Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) 2023 Special Tax Refunding Bonds

October 4, 2023

Presented By: Department of Financial Services

Discussion of Tonight's Actions

- **City Council of the City of Aliso Viejo ("City") is asked to adopt a resolution approving the issuance of the 2023 Special Tax Refunding Bonds ("2023 Bonds") and all related documents and actions**

- **Special taxes levied on taxable property within the Community Facilities District No. 2005-01 ("CFD") will pay debt service on the 2023 Bonds**

- **Key financing parameters of City Council approval:**
  - $26 million maximum principal amount
  - 3.00% minimum net present value savings*
  - Last maturity date of the 2023 Bonds is not later than the last maturity date of the Prior Bonds
  - Maximum Underwriter's discount of 0.60%

ALISO VIEJO

*Per the City's Debt Issuance and Management Policy, if net present value savings is less than 3%, the City will consider the refunding on a case-by-case basis.

Background

- **In 2014, the CFD issued 2014 Special Tax Refunding Bonds ("2014 Bonds") in the total principal amount of $32,270,000**
  - Optionally callable on any interest payment date beginning on 9/1/2023 without premium
  - Currently outstanding par amount of $26,605,000
  - Final maturity date is September 1, 2038
  - Current underlying rating of AA- by S&P
  - Debt Service on Bonds are paid from special taxes on the properties of CFD (no City financial obligations)

Financing Overview

- **Current interest rates present an opportunity to refinance the 2014 Bonds at lower interest rates, which would result in debt service savings for the taxpayers in the CFD**

- **Proposed 2023 Bond issuance:**
  - Public offering
  - Estimated principal amount: $23,810,000*
  - Estimated true interest cost: 4.07%*
  - Estimated average annual debt service: $2,339,671*
  - Financing term: 15 years, final payment due September 1, 2038

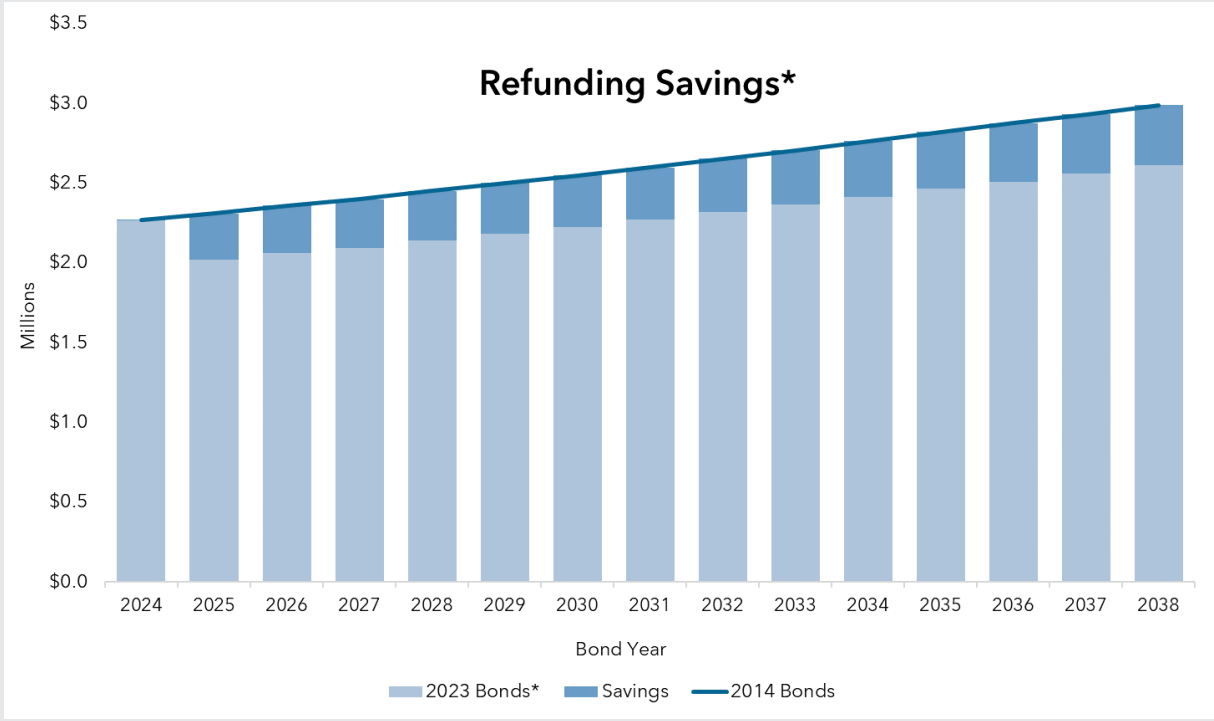
- **All Debt Service paid from special taxes levied in CFD**

- **All Costs of issuance will be paid from the proceeds of the Bonds**

*Preliminary, subject to change. The estimates above may differ from the actual amounts determined on the final pricing date.

Estimated Savings

- **Estimated gross savings**
  - Total: $4.66 million*
  - Total per parcel: $10.18 k*
  - Average annual: $333 k*
  - Average annual savings per homeowner: $727*
- **Estimated net present value (“NPV”) savings**
  - Total: $1.65 million*
  - % NPV Savings of Refunded Bonds: 6.22%*
- **City’s Debt Policy strives to achieve a minimum NPV savings of 3%**



ALISO VIEJO

*Preliminary, subject to change. The estimates above may differ from the actual amounts determined on the final pricing date. Average annual savings calculated from 2025 to 2038.

CFD Credit Structure

- **$23.81* million proposed par amount of 2023 Bonds**
- **Bond Proceeds will be used to refund all of the CFD's outstanding 2014 Bonds, fund a debt service reserve fund, and pay costs of issuance**
- **2023 Bonds to receive underlying credit rating from S&P**
  - 2014 Bonds have a current underlying credit rating of AA-
- **Bonds will be secured by the special taxes levied on taxable property within the CFD**
  - Debt service reserve fund sized with 50% surety and 50% cash
- **City deposits the collected special tax revenue with the trustee (BNY Mellon) who uses it to make the debt service payments on the Bonds**

*Preliminary, subject to change. The estimates above may differ from the actual amounts determined on the final pricing date.

Finance Team

- Best Best & Krieger LLP – Bond Counsel and Disclosure Counsel
- Fieldman, Rolapp & Associates, Inc. – Municipal Advisor
- Piper Sandler & Co. – Underwriter
- BNY Mellon - Trustee

Summary

- Lower Interest Rates
- Estimated savings to homeowner is $727* per year
- Does not extend the term of the bonds
- Cost of issuance and debt service is paid by CFD
- No City General Fund Obligations

Staff Recommendations

- Adopt a Resolution authorizing the 2023 special tax refunding bonds of the Community Facilities District 2005-01 (Glenwood at Aliso Viejo), approving the form Fiscal Agent Agreement, authorizing negotiation of terms of the sale of bonds, approving a Preliminary Official Statement, authorizing preparation of a Final Official Statement; and approving other related documents and actions; and

- Authorize the City Manager to execute necessary documents for the refinancing of the bonds.

Preliminary Financing Schedule

Date	Action
Today	City Council Meeting
+/- October 5	Post Preliminary Official Statement
+/- November 7	Sell 2023 Bonds
December 5	Bond Closing

Questions



City of Aliso Viejo
AGENDA ITEM

DATE: October 4, 2023

TO: Mayor and City Council

FROM: Dave Doyle, City Manager
Patricia Cantonwine, HR Analyst

SUBJECT: EMPLOYEE HEALTH BENEFIT ALLOWANCE

Recommended Action:

Adopt a Resolution approving an increase to the employee health benefit allowance based on a tiered system determined by number of dependents, effective January 1, 2024.

Fiscal Impact:

The current cost for providing employee health benefits is $2,242.58 per month for each full-time employee. Beginning in 2024, it is recommended the health benefit allotment increase in a tiered manner based on the number of dependents the employee enrolls in their plan; an additional $125 for employee only, $150 for employee plus one, $225 for employee plus two or more (family).

If approved, the total budget impact for the remainder of this fiscal year is estimated at $18,600 and can be accommodated in the 2023-24 budget. Total annual costs are estimated at $37,200 and will be budgeted accordingly in future fiscal years.

Background:

In the last few years, public agencies including Aliso Viejo have experienced greater challenges attracting qualified job applicants and retaining quality employees. To retain existing employees and attract top candidates for future job vacancies, it is important to offer a competitive health benefit package.

The City offers a cafeteria plan to provide health, dental and vision insurance for employees and dependents. Currently, the City provides $2,242.58 per month for each full-time employee to pay for these benefits. Every year prior to “open enrollment” the City reviews changes to the upcoming calendar year’s benefit costs and presents Council with recommended changes to the employee benefit allowance. In 2023 there was no increase to the monthly health benefit allowance.

Historically, the monthly benefit allowance was based on providing family coverage for health, dental, vision, and the CalPERS Retirement Survivor's Benefit; however, since 2022, increases in the monthly benefit allowance has not kept pace with the previously approved benchmark plans which are as follows:

- Health Insurance - PERS Platinum PPO
- Dental Insurance - Delta Dental PPO (50% lowest tier)
- Vision insurance - VSP
- CalPERS Retirement Survivors Benefit

Discussion:

Health Insurance

Effective January 1, 2024, the cost of the Council-approved benchmark health plan will increase from $2,638.48 to $2,993.90 or 13.47%. If we continue to use this benchmark health plan, the monthly benefit allowance would go from the current amount of $2,242.58 to $2,993.90 or an increase of 33.5%.

In an effort to mitigate the fiscal impact to the City yet remain competitive in the marketplace and because costs vary depending on the number of dependents, it is being recommended that a tiered system based on number of dependents be implemented. Proposed increases will range from $125 to $225 depending on selection of coverage for employee only, employee plus one, and family. It is recommended that no increase be provided to employees that do not participate in the City-offered medical health insurance.

Dental and Vision Insurance

There were no increases in dental and vision premiums.

Retirement Survivors Benefit

The CalPERS Retirement Survivors' Benefit has increased from $2.40 to $2.75.

If approved by Council, effective January 1, 2024, the health benefit amount would increase based on number of dependents as detailed below:

	Employee Only	Employee +1	Family	Opt Out
Current Health Allowance	$ 2,242.58	$ 2,242.58	$ 2,242.58	$ 2,242.58
Proposed Increase	$ 125.00	$ 150.00	$ 225.00	$ -
Proposed 2024 Allowance	$ 2,367.58	$ 2,392.58	$ 2,467.58	$ 2,242.58

Again, the monthly benefit allowance will not increase for employees not participating in the City-offered medical insurance plan. However, if that employee has a qualifying event during the year and elects to participate in one of the City-offered medical insurance plans, the employee will receive the monthly benefit as shown in the table above.

Attachment:

1. Resolution

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING A BENEFIT SCHEDULE FOR FULL-TIME CITY EMPLOYEES

WHEREAS, the City of Aliso Viejo, provides benefits to full-time employees including a cafeteria plan that may be used for health, dental, vision, retirement survivor benefit and other optional benefits; and

WHEREAS, the City of Aliso Viejo, desires to promote employer-employee relations by increasing benefits of City employees for the 2024 plan year; and

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

Section 1: The Benefits Schedule, attached hereto as Exhibit "A" is hereby adopted.

Section 2: The Mayor shall sign this Resolution and the City Clerk shall certify the adoption thereof.

PASSED, APPROVED AND ADOPTED this 4th day of October, 2023.

_____
Richard W. 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 4th day of October, 2023, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT A
Benefits

The City shall provide the following as options for employee and dependent insurance coverage, with noted exceptions:

Cafeteria Coverages:

Health Insurance
Effective the month following employment, employees may enroll in one of the health insurance plans offered by the City and will be provided the option to enroll eligible dependents.

Dental Insurance
Effective the month following the first full month after employment, employees may enroll in the provided dental insurance plans and will be provided the option to enroll eligible dependents.

Vision Insurance
Effective the month following the first full month after employment, employees may enroll in the provided vision insurance plans and will be provided the option to enroll eligible dependents.

Retirement Survivors Benefit
Upon employment, all eligible employees shall enroll in CalPERS and pay for the Survivors Benefit.

The City's contribution toward the cafeteria plan shall not exceed the allowances shown below, per month, for benefits effective, January 1, 2024.

	Employee Only	Employee + 1	Employee and 2+	Opt Out
2024 Monthly Cafeteria Allowance	$2,367.58	$2,392.58	$2,467.58	$2,242.58

The health, dental and vision insurance chosen by the employee will determine their premiums. Premiums in excess of the cafeteria plan benefit shall be deducted from the Council Member's or employee's compensation.

The City shall provide the following benefits to full-time employees in addition to the aforementioned cafeteria plan benefits. The benefit levels and costs have remained the same as the previous year.

City-paid Coverages:

Life Insurance
Effective the month following employment or approval of the provider, the City shall provide full-time employees with a life insurance plan in the amount equal to a full year's base salary.

Disability Insurance
Effective the month following employment or approval of the provider, the City shall provide long-term disability coverage with benefits calculated on 60% of the employee's pre-disability earnings, up to a maximum of $10,000 per month. This amount may be reduced by other income sources.