

AGENDA

**ALISO VIEJO CITY COUNCIL MEETINGS
WEDNESDAY, SEPTEMBER 16, 2026**

**SPECIAL CLOSED SESSION AT 5:30 PM
STUDY SESSION AT 6:15 PM
REGULAR MEETING AT 7:00 PM**

**CITY HALL
COUNCIL CHAMBERS
12 JOURNEY, ALISO VIEJO, CA**



**Mayor Max Duncan
Mayor Pro Tem Mike Munzing
Councilmember Tiffany Ackley
Councilmember Tim Zandbergen
Councilmember Garrett Dwyer**

WELCOME to the City of Aliso Viejo City Council meeting. Persons wishing to address the City Council may submit a **Request to Address City Council** form to the City Clerk prior to the item being heard. Public comments are limited to **three (3) minutes per speaker**. Members of the public may also participate remotely as authorized by law. Instructions for virtual participation, including the meeting link and procedures for providing public comment and the SB707 Disruption Policy, are available on the City's website at: <https://avcity.org/470/Public-Comments-and-Disruption-Policy-Pu>

The City complies with the **Americans with Disabilities Act (ADA)**. If you need reasonable accommodations to participate in the meeting, please contact Human Resources at (949) 425-2511 at least 48 hours prior to the meeting.

Regular meetings are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Agendas are available by the Friday preceding a regularly scheduled City Council meeting. Communications and supplemental materials received by the City relating to agenda items are presented at the dais and in the Public Copy agenda binder at the time of the meeting or contact the City Clerk's office to review or obtain a copy. Council proceedings are recorded.

Meetings are 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 consent to be recorded and televised. Meetings are rebroadcast on Wednesday at 7:00 p.m. cable channels, and can be viewed on the City's website.

**BRETT CHANNING
CITY MANAGER**

**SCOTT C. SMITH
CITY ATTORNEY**

**MARIA KENDIG
CITY CLERK**

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

CALL TO ORDER: Convene Special Closed Session Meeting at 5:30 p.m.

COMMUNITY INPUT:

Members of the public wishing to address the City Council in person are requested to complete and submit a Request to Address City Council form to the City Clerk. Forms are available at the entrance to the City Council Chambers. In compliance with the Brown Act, the City Council may not discuss or take action on items not appearing on the agenda, except as authorized by law. The City Council may briefly respond to statements made or questions posed. Public comments are generally limited to three (3) minutes per speaker.

Instructions for remote participation, including how to join the meeting online or by telephone, request to speak during public comment, participate by telephone, submit written comments, and the City's SB 707 Technology Disruption Policy, are available at: <https://avcity.org/470/Public-Comments-and-Disruption-Policy-Pu>

Join Online: <https://teams.microsoft.com/meet/257876176705929?p=7EebJ4ATObyl6lNjsV>

Join by Telephone: (+1 323-694-9789 **Conference ID:** 118 228 149#

CLOSED SESSION:

The Brown Act permits legislative bodies to discuss certain matters without members of the public present. The City Council finds, based on advice from the City Attorney, that discussion in open session of the following matter will prejudice the position of the City on item(s) listed below:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957
Title: City Attorney

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8:
 1. Property: 27081 Aliso Creek Road
Agency negotiator: Brett Channing, City Manager
Negotiating parties: Emilie Simard, Shea Homes
Under negotiation: Price and terms of payment for public facilities

 2. Property: 400-700 Freedom Lane
Agency negotiator: Brett Channing, City Manager
Negotiating parties: Vanessa Scheidel, Meritage Homes
Under negotiation: Price and terms of payment for public facilities

 3. Property: 15 Argonaut
Agency negotiator: Brett Channing, City Manager
Negotiating parties: Emanuel Robinson w/ Brandywine Homes
Under negotiation: Price and terms of payment for public facilities

 4. Property: 26800-26970 Aliso Viejo Parkway
Agency negotiator: Brett Channing, City Manager
Negotiating parties: JR Jones, Lennar
Under negotiation: Price and terms of payment for public facilities

RECONVENE TO OPEN SESSION

STUDY SESSION MEETING

CALL TO ORDER: Convene Study Session at 6:15 p.m.

COMMUNITY INPUT:

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Members of the public may also observe and participate remotely using Teams Meeting.

Instructions for remote participation, including how to join the meeting online or by telephone, request to speak during public comment, participate by telephone, submit written comments, and the City's SB 707 Technology Disruption Policy, are available at: <https://avcity.org/470/Public-Comments-and-Disruption-Policy-Pu>

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Members of the public wishing to provide remote public comment should follow the participation instructions available at the link above.

STUDY SESSION

FISCAL YEAR 2025-26 YEAR-END RESULTS AND FIVE-YEAR FINANCIAL FORECAST

Recommended Action: Receive and file.
[Presentation](#)

REGULAR CITY COUNCIL MEETING

CALL TO ORDER: Convene Regular Meeting at 7:00 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1 BUSINESS SPOTLIGHT - FS8 ALISO VIEJO

1.2 PROCLAMATION - HUNGER ACTION MONTH

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council in person are requested to complete and submit a Request to Address City Council form to the City Clerk. Forms are available at the entrance to the City Council Chambers. In compliance with the Brown Act, the City Council may not discuss or take action on items not appearing on the agenda, except as authorized by law. The City Council may briefly respond to statements made or questions posed. Public comments are generally limited to three (3) minutes per speaker.

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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.

[Draft Minutes 2026-09-02 City Council Special and Regular Meetings](#)

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between August 14, 2026, and August 27, 2026, in the amount of \$601,567.85.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.4 TREASURER'S STATEMENT – JULY 2026

Recommended Action:

Receive and file the July 2026 Treasurer's Statement.

[Staff Report](#)

[Attachment 1 - July 2026 Treasurers Statement](#)

4.5 RESOLUTION REAPPROPRIATING CERTAIN FISCAL YEAR 2025-26 FUND BALANCES AND AMENDING THE FISCAL YEAR 2026-27 BUDGET

Recommended Action:

Adopt Resolution No. 2026-XX reappropriating certain Fiscal Year (FY) 2025-26 fund balances and amending the Fiscal Year 2026-27 Budget.

[Staff Report](#)

[Attachment 1 - Resolution](#)

- 4.6 CONDITIONAL USE PERMIT AND EXCEPTION PERMIT TO ESTABLISH A LARGE OUTPATIENT MEDICAL OFFICE WITH A REDUCED NUMBER OF REQUIRED PARKING SPACES AT 27412 ALISO CREEK ROAD (USE-2026-01005 AND EXP-2026-01001)

Recommended Action:

Receive and file the Applicant's request to withdraw the application.

[Staff Report](#)

[Attachment 1 - Applicant's Withdrawal Letter](#)

- 4.7 ADOPTION OF THE 2025-2026 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Actions:

1. Find that the 2025-2026 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 2025-2026 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 - Draft 2025-26 CAPER](#)

- 4.8 PROPOSED LEASE RENEWAL WITH FAMILY ASSISTANCE MINISTRIES FOR 35 PLAYA CIRCLE, ALISO VIEJO, CA 92656

Recommended Actions:

1. Find that the lease of the property is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities);
2. Approve the renewal of the lease agreement between the City and Family Assistance Ministries ("FAM") for the property at 35 Playa Circle, Aliso Viejo, CA 92626, and direct the City Manager to take all necessary steps to execute the lease of the property.

[Staff Report](#)

[Attachment 1 - Lease Agreement 35 Playa](#)

[Attachment 2 - FAM Program Guidelines](#)

5. **PUBLIC HEARINGS:**

None.

6. **DISCUSSION:**

None.

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

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

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is Wednesday, October 7, 2026 at 7 p.m.



Fiscal Year 2025-26 Year-End Results & Five-Year Financial Forecast

City Council Study Session
September 16, 2026

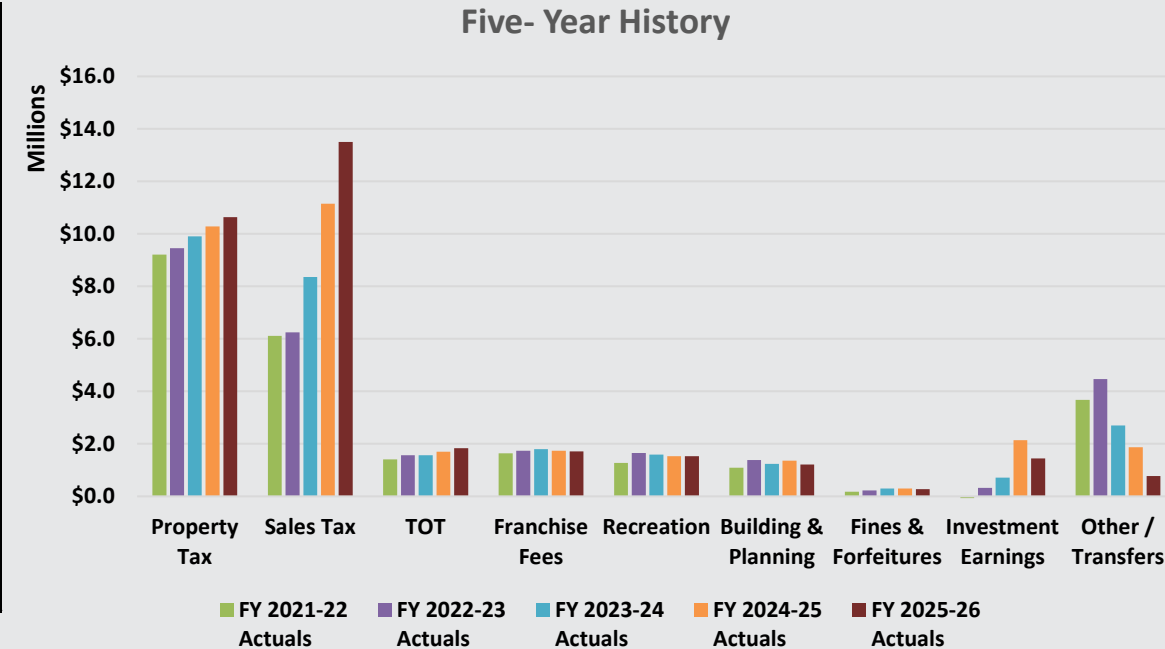


Fiscal Year 2025-26

FY 2025-26 General Fund Revenues

Budget vs. Actuals

General Fund Resources	FY 2025-26 Amended Budget	FY 2025-26 Actuals	FY 2025-26 Over/(Under) Budget	% Variance
Property Tax	\$ 10,319,100	\$ 10,633,508	\$ 314,408	3%
Sales Tax	11,220,000	13,501,749	2,281,749	20%
TOT	1,600,000	1,840,153	240,153	15%
Franchise Fees	1,636,000	1,707,727	71,727	4%
Recreation	1,560,000	1,533,180	(26,820)	-2%
Building & Planning	1,335,000	1,218,097	(116,903)	-9%
Fines & Forfeitures	255,000	277,557	22,557	9%
Investment Earnings	1,100,000	1,447,607	347,607	32%
Other / Transfers	845,000	779,747	(65,253)	-8%
Total	\$ 29,870,100	\$ 32,939,325	\$ 3,069,225	10%

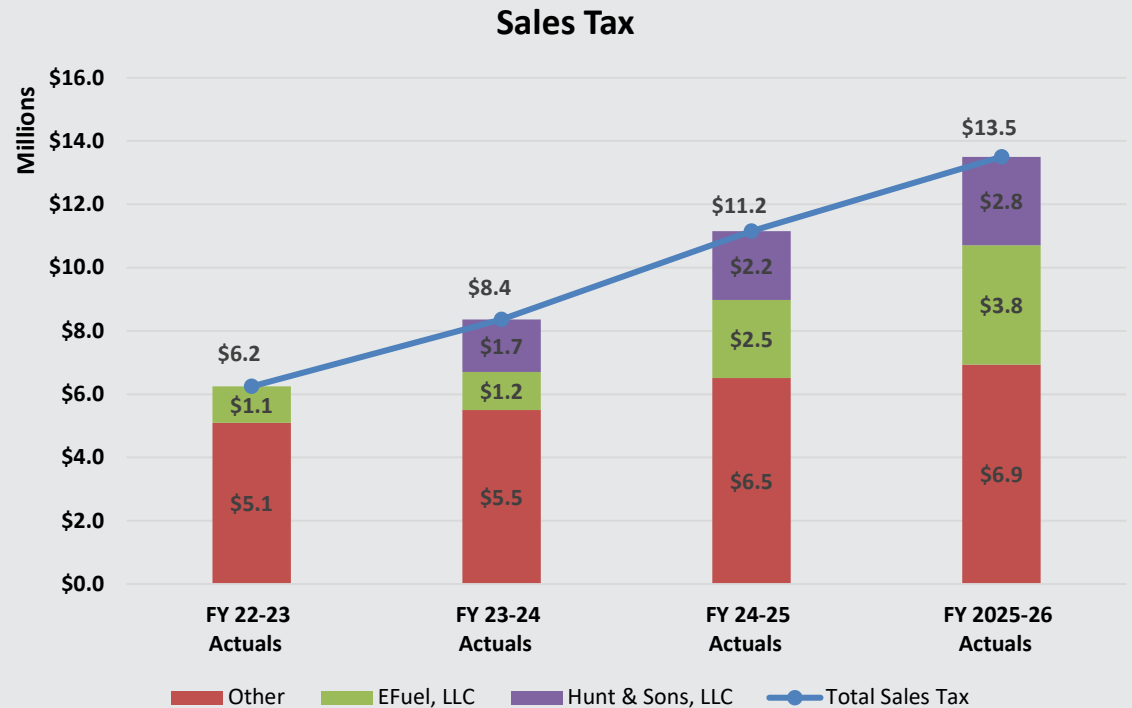


FY 2025-26 General Fund Revenue Highlights

- Property Tax
 - Low delinquency rates
 - Property Transfer Tax
- Sales Tax
 - Extra \$577K Payment from H&S from prior year
 - Gas Prices/Growth
 - Hunt & Sons - \$200K over projections
 - EFuel - \$800K over projections

Sales Tax Subsidy Agreements

	Efuel	Hunt & Sons	Total
Sales Tax Revenue	\$ 3,776,339	\$ 2,792,750	\$ 6,569,089
Subsidy Payments	(2,483,427)	(1,794,925)	\$ (4,278,352)
Net Income	\$ 1,292,912	\$ 997,825	\$ 2,290,737



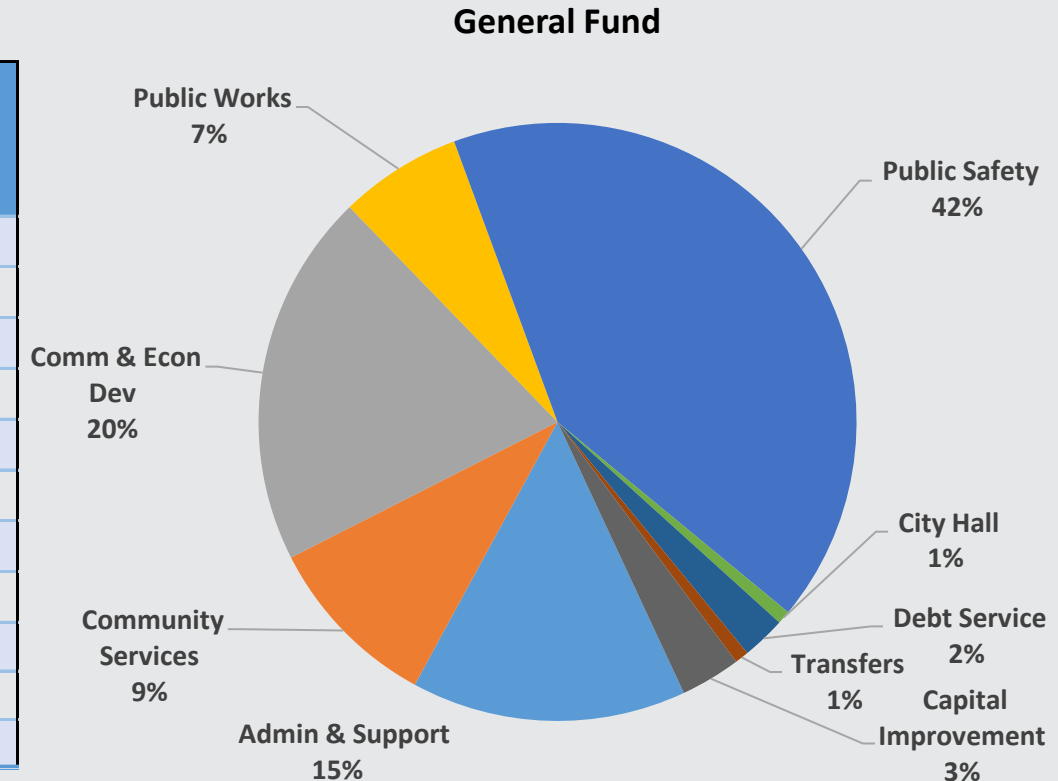
FY 2025-26 General Fund Revenue Highlights

- TOT
 - Higher Occupancy Rates
- Franchise Fees
 - Solid Waste Franchise Fees
- Other
 - AVC - \$414K Net Income

FY 2025-26 General Fund Expenditures

Budget vs. Actuals

General Fund Appropriations	FY 2025-26 Amended Budget	FY 2025-26 Actuals	FY 2025-26 Under / (Over) Budget	% Variance
Admin & Support	\$ 4,819,209	\$ 4,138,023	\$ 681,186	14%
Community Services	3,021,207	2,668,868	352,339	12%
Comm & Econ Dev	5,373,898	5,636,278	(262,380)	-5%
Public Works	2,022,627	1,841,872	180,755	9%
Public Safety	11,669,417	11,579,137	90,280	1%
City Hall	283,305	201,464	81,841	29%
Debt Service	657,450	655,381	2,069	0%
Transfers	284,450	209,276	75,174	26%
Total Operating	\$ 28,131,563	\$ 26,930,299	\$ 1,201,264	4%
Capital Improvement	1,001,000	904,044	96,956	10%
Total General Fund	29,132,563	27,834,343	1,298,220	4%



FY 2025-26 General Fund Expenditure Savings

- Salaries & Benefits - \$365K
- Legal Services - \$135K
- Building & Grounds Maintenance - \$200K
- Building & Code Enforcement - \$160K
- Capital Improvement - \$90K
- Aquatic Center Transfer - \$75K

FY 2025-26 General Fund Balance

FY 2025-26 General Fund Budget

	Amended Budget (Mid-Year)	Year-End
Resources	\$ 29,870,100	\$ 32,939,325
Appropriations	(28,131,563)	(26,930,299)
Operating Surplus (Deficit)	\$ 1,738,537	\$ 6,009,026
Capital Improvement	(1,001,000)	(904,044)
Estimated Year-End	\$ 737,537	\$ 5,104,982
Estimated Beginning Fund Balance	\$ 44,442,236	\$ 44,442,236
Estimated Year-End Fund Balance	\$ 45,179,773	\$ 49,547,218
Estimated Change in Fund Balance	\$ 737,537	\$ 5,104,982
% Change in Fund Balance	1.7%	11.5%

Five-Year Financial Forecast

General Fund Revenue Assumptions

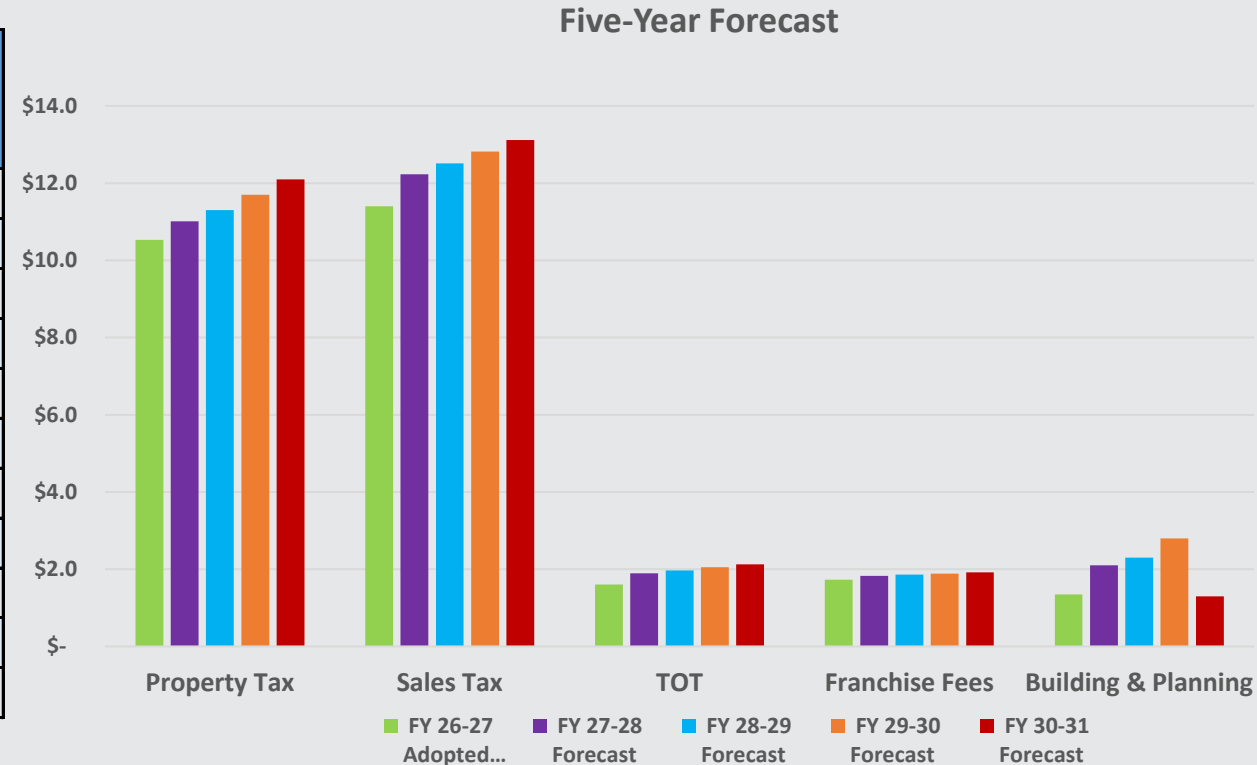
- Property Taxes
 - HDL 3-4%
- Sales Tax
 - Fuel - 2%
 - County Pool - 3%
- TOT
 - HDL Forecast 3-4%
- Franchise Fees
 - Electric - 2.8%
 - Gas - 2.5%
 - Cable - (10)%
 - CR&R - 7%
 - County WDA - Approx \$50,000

General Fund Revenue Assumptions

- Recreation
 - Based on current levels
- Building & Planning
 - Includes upcoming future development fees
- Fines and Forfeitures
 - Includes additional revenue from parking enforcement
- Investment Portfolio
 - \$50 Million average balance
 - 3% Returns

General Fund Revenue Forecast

General Fund Resources	FY 26-27				
	Adopted Budget	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast
Property Tax	\$ 10.5	\$ 11.0	\$ 11.3	\$ 11.7	\$ 12.1
Sales Tax	11.4	12.2	12.5	12.8	13.1
TOT	1.6	1.9	2.0	2.1	2.1
Franchise Fees	1.7	1.8	1.9	1.9	1.9
Recreation	1.5	1.5	1.5	1.6	1.6
Building & Planning	1.4	2.1	2.3	2.8	1.3
Fines & Forfeitures	0.2	0.4	0.4	0.4	0.4
Investment Earnings	1.1	1.1	1.0	1.0	1.0
Other/Transfers-In	0.6	0.7	0.5	0.6	0.6
Total Resources	\$ 30.1	\$ 32.8	\$ 33.4	\$ 34.8	\$ 34.1
YOY Increase		9%	2%	4%	-2%



General Fund Expenditure Assumptions

- Salaries and Benefits
 - Includes COLAs and merit increases
- Pension Liability
- Law Enforcement Contract - 4.3% (10 yr average)
- Computer/Software/Tech - 5%
- CPI - 3%
- Elections
- General Plan Updates
 - Housing Element - \$150K (FY27-29)
 - Safety Element - \$100K (FY28-29)
 - Land Use - \$100K (FY28-30)

General Fund Expenditure Assumptions

- Utilities - 10%
- Regulatory Permits - 15%
- Crossing Guards - 7%
- Animal Control - 10%
- Insurance - 15%
- Aquatic Center (Operating Transfer) - 6%

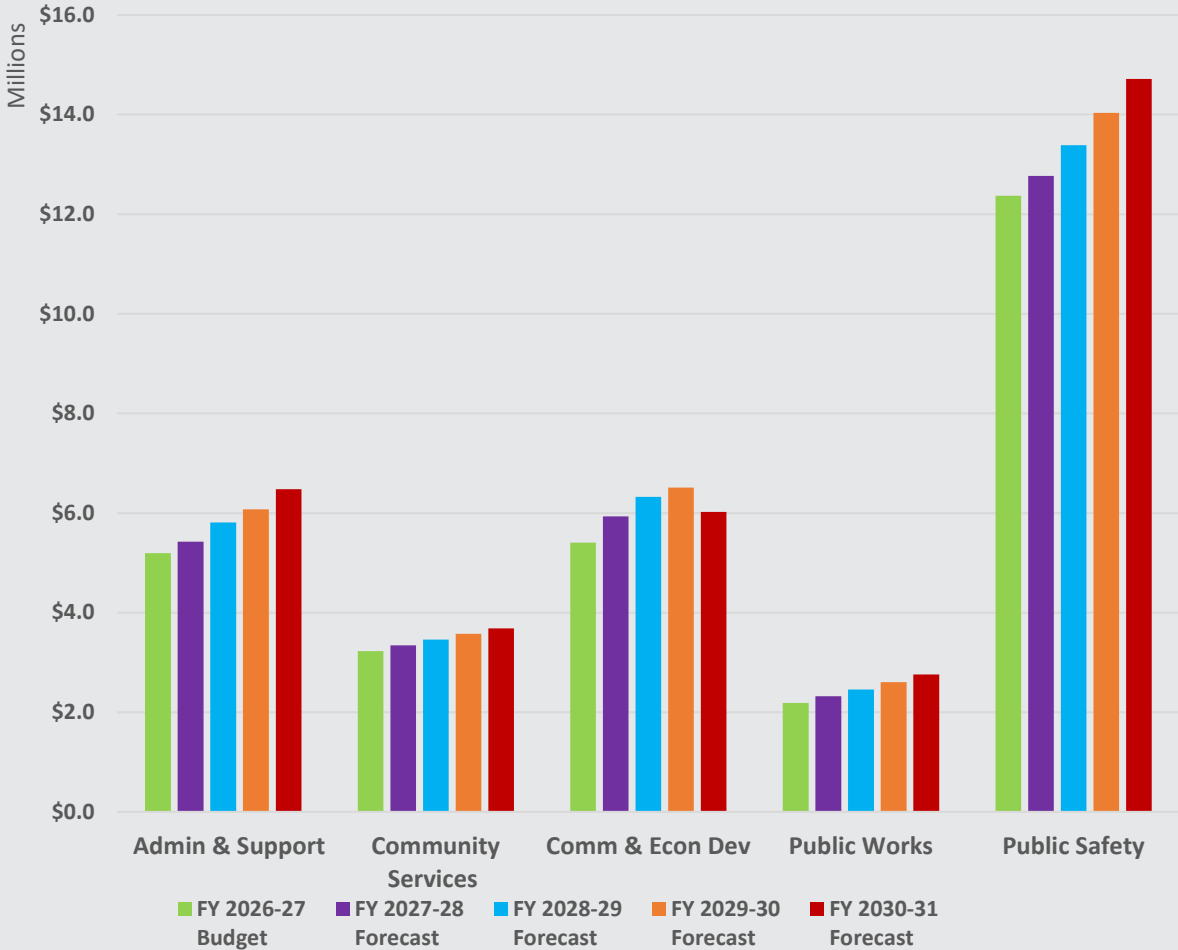
General Fund Expenditure Forecast

General Fund Appropriations	FY 26-27 Budget	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast
Admin & Support	\$ 5.2	\$ 5.4	\$ 5.8	\$ 6.1	\$ 6.5
Community Services	3.2	3.3	3.5	3.6	3.7
Comm & Econ Dev	5.4	5.9	6.3	6.5	6.0
Public Works	2.2	2.3	2.5	2.6	2.8
Public Safety	12.4	12.8	13.4	14.0	14.7
City Hall	0.3	0.3	0.3	0.3	0.3
Debt Service	0.7	0.7	0.7	0.7	0.7
Transfers	0.3	0.3	0.3	0.4	0.4
Total Operating	\$ 29.6	\$ 31.1	\$ 32.7	\$ 34.1	\$ 35.0
Capital Improvement	0.2	1.5	0.9	1.2	0.1
Total General Fund	\$ 29.9	\$ 32.5	\$ 33.7	\$ 35.3	\$ 35.2

Operating Budget
YOY Increase

5% 5% 4% 3%

Operating Budget By Department



Future Capital Improvements

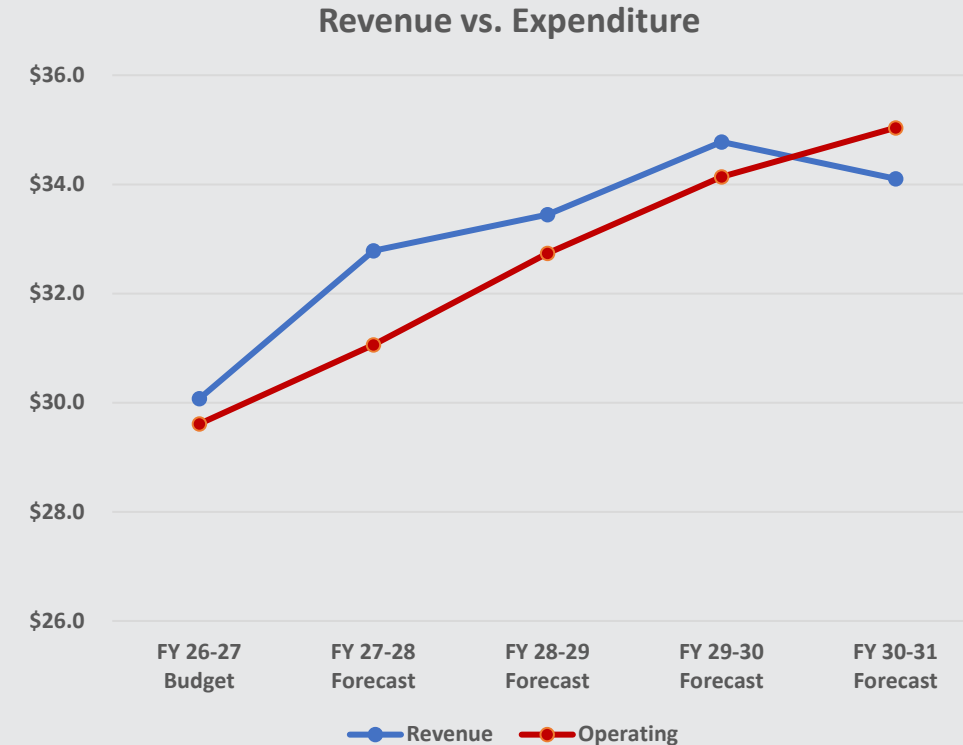
- AV Ranch Partition Walls - \$600K
- AV Center Flooring - \$175K
- AV Center Roof - \$150K
- Aquatic Center Lap Pool - \$150K
- Iglesia Park Interior/Exterior Remodel - \$155K
- City-wide Intrusion/Access Control - \$132K
- Computer Equipment - \$275K
- Camera Replacement - \$230K

General Fund Forecast

General Fund Forecast	FY 26-27 Budget	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast
Revenue	\$ 30.1	\$ 32.8	\$ 33.4	\$ 34.8	\$ 34.1
Operating ¹	(29.6)	(31.1)	(32.7)	(34.1)	(35.0)
Surplus (Deficit)	\$ 0.5	\$ 1.7	\$ 0.7	\$ 0.6	\$ (0.9)
Capital Improvement	(0.2)	(1.5)	(0.9)	(1.2)	(0.1)
Total Change in Fund Balance	\$ 0.2	\$ 0.3	\$ (0.2)	\$ (0.5)	\$ (1.1)
Estimated Fund Balance²	\$ 49.8	\$ 50.0	\$ 49.8	\$ 49.3	\$ 48.2

¹ Operating forecasts include approximately \$650,000 in annual debt service for the Ranch, which can be paid-off in November 2029.

² Operating and capital improvement expenses are reviewed each year during the budget development process and will be adjusted appropriately to align with expected revenues and balance the budget.



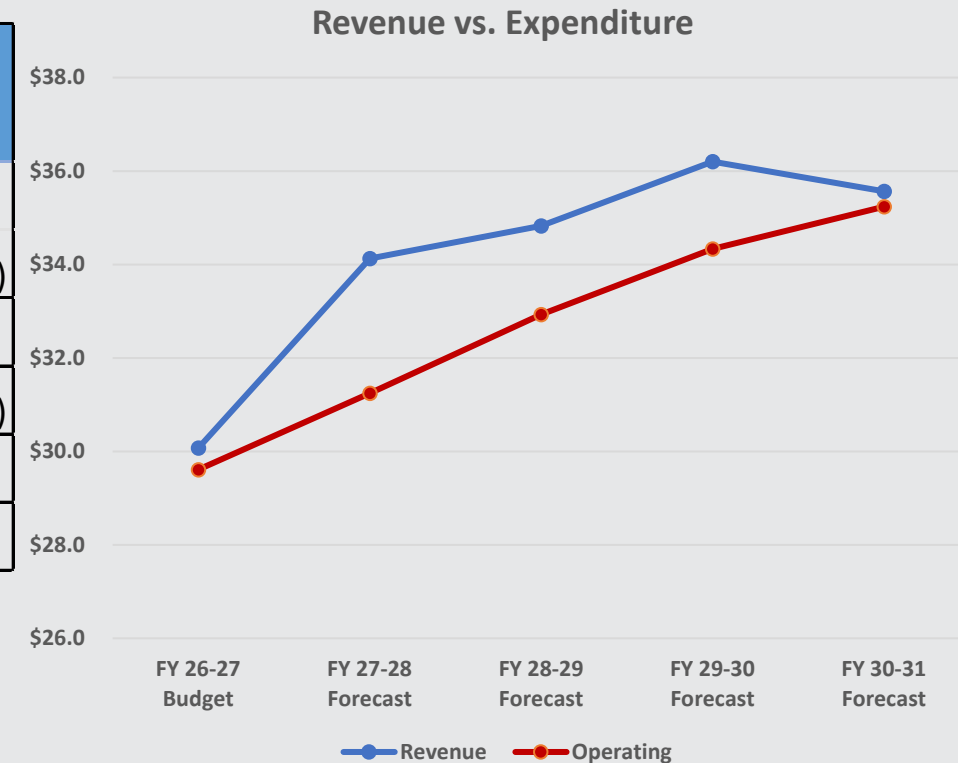
General Fund Forecast

Scenario 1 - 5% increase for top 4 revenues sources

General Fund Forecast	FY 26-27 Budget	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast
Revenue	\$ 30.1	\$ 34.1	\$ 34.8	\$ 36.2	\$ 35.6
Operating ¹	(29.6)	(31.2)	(32.9)	(34.3)	(35.2)
Surplus (Deficit)	\$ 0.5	\$ 2.9	\$ 1.9	\$ 1.9	\$ 0.3
Capital Improvement	(0.2)	(1.5)	(0.9)	(1.2)	(0.1)
Total Change in Fund Balance	\$ 0.2	\$ 1.4	\$ 1.0	\$ 0.7	\$ 0.2
Estimated Fund Balance²	\$ 49.8	\$ 51.2	\$ 52.2	\$ 52.9	\$ 53.1

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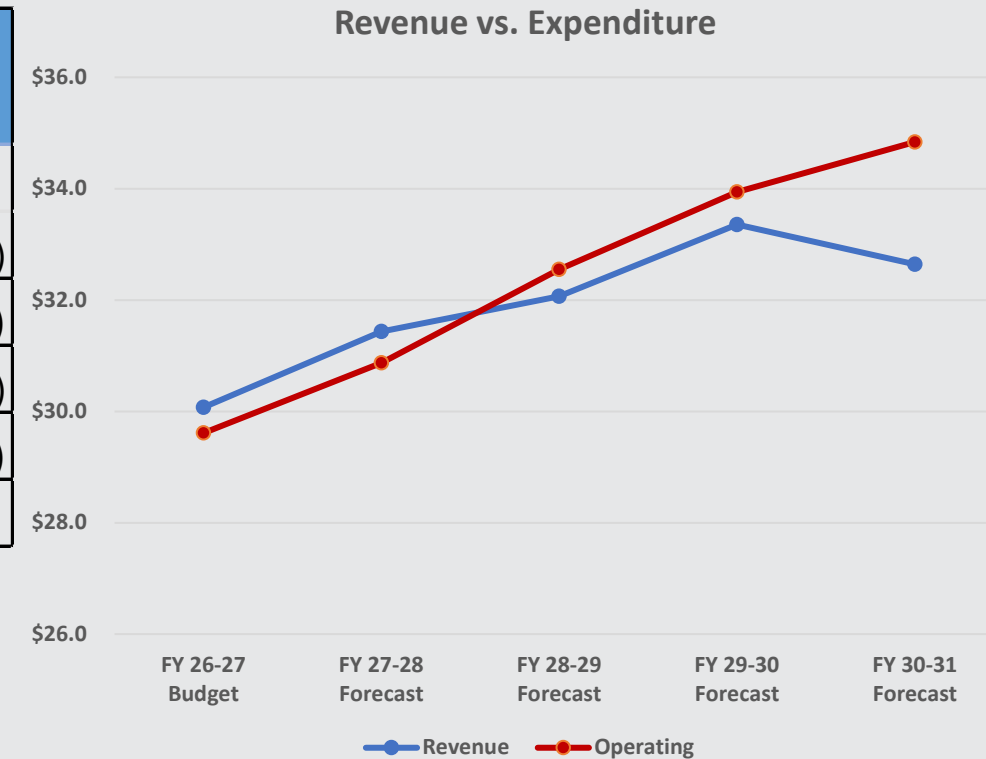
General Fund Forecast

Scenario 2 - 5% Decrease for top 4 revenues sources

General Fund Forecast	FY 26-27 Budget	FY 27-28 Forecast	FY 28-29 Forecast	FY 29-30 Forecast	FY 30-31 Forecast
Revenue	\$ 30.1	\$ 31.4	\$ 32.1	\$ 33.4	\$ 32.6
Operating ¹	(29.6)	(30.9)	(32.5)	(33.9)	(34.8)
Surplus (Deficit)	\$ 0.5	\$ 0.6	\$ (0.5)	\$ (0.6)	\$ (2.2)
Capital Improvement	(0.2)	(1.5)	(0.9)	(1.2)	(0.1)
Total Change in Fund Balance	\$ 0.2	\$ (0.9)	\$ (1.4)	\$ (1.7)	\$ (2.3)
Estimated Fund Balance²	\$ 49.8	\$ 48.9	\$ 47.5	\$ 45.7	\$ 43.4

¹ Operating forecasts include approximately \$650,000 in annual debt service for the Ranch, which can be paid-off in November 2029.

² Operating and capital improvement forecasts are reviewed each year during the budget development process and adjusted to reflect anticipated revenue sources to balance the budget.



Questions?

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL CLOSED SESSION AND
REGULAR MEETING
September 2, 2026
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

SPECIAL CLOSED SESSION

CALL TO ORDER: Mayor Duncan called the Special Closed Session Meeting of the City Council of the City of Aliso Viejo to order at 6:30 p.m.

ATTENDANCE:

PRESENT: MAYOR MAX DUNCAN
MAYOR PRO TEM MIKE MUNZING
COUNCILMEMBER TIFFANY ACKLEY
COUNCILMEMBER GARRETT DWYER
COUNCILMEMBER TIM A. ZANDBERGEN

ABSENT: NONE

STAFF PRESENT: BRETT CHANNING, CITY MANAGER
HONGDAO NGUYEN, ASSISTANT CITY ATTORNEY
SO KIM, DIRECTOR OF COMMUNITY DEVELOPMENT

PUBLIC COMMENTS:

None.

CLOSED SESSION:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8
 1. Property: 27081 Aliso Creek Road
Agency negotiator: Brett Channing, City Manager
Negotiating parties: Emilie Simard, Shea Homes
Under negotiation: Price and terms of payment for public facilities
 2. Property: 400-700 Freedom Lane
Agency negotiator: Brett Channing, City Manager
Negotiating parties: Vanessa Scheidel, Meritage Homes
Under negotiation: Price and terms of payment for public facilities
 3. Property: 15 Argonaut
Agency negotiator: Brett Channing, City Manager
Negotiating parties: Emanuel Robinson w/ Brandywine Homes
Under negotiation: Price and terms of payment for public facilities

- | | | |
|----|----------------------|--|
| 4. | Property: | 26800-26970 Aliso Viejo Parkway |
| | Agency negotiator: | Brett Channing, City Manager |
| | Negotiating parties: | JR Jones, Lennar |
| | Under negotiation: | Price and terms of payment for public facilities |

ADJOURNED: 7:11 P.M.

REGULAR CITY COUNCIL MEETING

CALL TO ORDER: Mayor Duncan called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:12 p.m.

ROLL CALL

PRESENT: MAYOR MAX DUNCAN
MAYOR PRO TEM MIKE MUNZING
COUNCILMEMBER GARRETT DWYER
COUNCILMEMBER TIM A. ZANDBERGEN
COUNCILMEMBER TIFFANY ACKLEY

ABSENT: NONE

STAFF PRESENT: BRETT CHANNING, CITY MANAGER
ANN EIFERT, DIRECTOR OF FINANCIAL SERVICES
HONGDAO NGUYEN, ASSISTANT CITY ATTORNEY
MARIA KENDIG, DIRECTOR OF GOVERNMENT SERVICES / CITY CLERK
SO KIM, DIRECTOR OF COMMUNITY DEVELOPMENT
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CORA SWANSON, HUMAN RESOURCES MANAGER
CAPT. RYAN BUHR, ALISO VIEJO POLICE SERVICES

PLEDGE OF ALLEGIANCE: City Manager Brett Channing led the Pledge of Allegiance.

REPORT FROM CLOSED SESSION:

City Attorney HongDao Nguyen stated no reportable action was taken.

1. SPECIAL PRESENTATIONS:

1.1 RECOGNITION OF ALISO VIEJO GIRLS SOFTBALL 10U GOLD ALL-STARS TEAM

Mayor Duncan introduced 10U Braves Coach John Kluge, who spoke about the team's accomplishments and presented certificates of recognition to individual members of the team. He expressed his appreciation.

1.2 RECOGNITION OF ALISO VIEJO STUDENT JULIAN STAMBOULI

Mayor Duncan recognized Don Juan Avila Elementary School student Julian Stambouli for his outstanding accomplishments both in and off the soccer field. He received the Golden Boot award as the tournament's top goal scorer as well as recognized for using his personal experience living with a stutter to encourage and inspire others to find their voice, in which his efforts received recognition from organizations in the United States and internationally. Mayor Duncan congratulated him and expressed appreciation for his story and positive impact on the community

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

None.

3. **COMMUNITY INPUT:**

1. Alex Guess requested the City Council consider a formal resolution supporting e-bike safety reform at the Orange County level.
2. Sebastian raised concerns about vehicles parking in bike lanes, long-term street parking, and unsafe driving and noise in City neighborhoods.

4. **CONSENT CALENDAR:**

Motion: Councilmember Ackley moved and Mayor Pro Tem Munzing seconded to approve the recommended actions for agenda Items 4.1 through 4.4. Motion carried 5-0. Councilmember Ackley pulled Item 4.5 for separate discussion.

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.

4.3 **ACCOUNTS PAYABLE**

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between July 31, 2026, and August 13, 2026, in the amount of \$1,180,741.08.

4.4 **CONFLICT OF INTEREST CODE BIENNIAL REVIEW AND AMENDMENT**

Recommended Action: Adopt Resolution No. 2026-22 approving amendments to the City of Aliso Viejo Conflict of Interest Code pursuant to the Political Reform Act (Government Code sections 87300–87313), including Government Code section 87303.

4.5 **FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES**

Recommended Actions:

1. Approve and authorize the City Manager to execute a First Amendment to the Professional Services Agreement with Willdan Financial Services in an amount not to exceed \$29,627 and a 10% contingency; and
2. Authorize the appropriation of \$29,627 from the General Fund to the Fiscal Year (FY) 2026-27 Budget.

Councilmember Ackley requested clarification regarding the 10% contingency allowance in the contract language, noting that it applies to the total contract price and authorized services, and would like to see more precise contract language.

Motion: Councilmember Ackley moved and Mayor Pro Tem Munzing seconded to approve the recommended action for agenda Item 4.5. Motion carried 5-0.

5. **PUBLIC HEARING:**
None.

6. **DISCUSSION:**

6.1 **2027 HEALTH BENEFIT ALLOWANCE**

Recommended Action: Adopt Resolution No.2026-23 approving the employee monthly health benefit allowance for 2027.

Mayor Duncan introduced Human Resources Manager Cora Swanson, who provided an overview recommending an increase in the employee monthly health benefit allowance to help offset rising CalPERS health insurance premiums for 2027. There were no requests to speak.

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

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

City Manager Channing announced updates regarding the City's 25 Businesses for 25 Years program; registration for fall recreation classes; the Health and Safety Fair at the AV Ranch on September 12, 2026, from 9:00 to 11:00 a.m.; and the Chamber of Commerce State of the City event on Wednesday, September 23, from 6:00 to 8:30 p.m. also at the AV Ranch. The welcome reception requires registration and payment, while the 7:00 p.m. "Your City, Your Voice" forum is free and open to everyone.

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

Councilmember Ackley:

- Met with resident Jordan Dickson, who previously addressed the City Council regarding parking concerns on Via Iglesia. Will coordinate a meeting with City Manager Channing and Captain Ryan Buhr of Aliso Viejo Police Services to assess the issues and explore potential solutions.
- Attended the reopening of Panini Kabob and Grill and welcomed the business back to the city.

Councilmember Dwyer:

- Volunteered at Nourishing Great Futures Market food pantry.
- Attended OC Vector Control District Board meeting and provided update on mosquito activity.
- Provided update on Know Your Dough financial literacy program at Aliso Niguel High School.

Councilmember Zandbergen:

- Reported being elected to the League of California Cities Division 5, representing Aliso Viejo and neighboring cities, and will continue monitoring legislative and policy developments in Sacramento.
- Attended an Eagle Scout recognition ceremony at Corpus Christi Church, along with Councilmember Ackley, recognizing five local youth who recently achieved the rank of Eagle Scout.
- Provided an update from the Transportation Corridor Agencies regarding the upcoming 241 Toll Road improvements near Windy Ridge Plaza, including modifications to the toll plaza and lanes to improve traffic flow and accommodate carpool lane, as well as noted that construction is expected to begin and take approximately 18 months, with a public education campaign planned to help drivers navigate the new lane configurations.

Mayor Pro Tem Munzing:

- Reported on the Orange County Fire Authority's recent groundbreaking for a new Wildland Response Facility, and recognized Rancho Mission Viejo for donating the property and expressed appreciation for the Orange County Fire Authority's continued efforts to protect local communities.

Mayor Duncan:

- Thanked Councilmember Ackley for acknowledging parking concerns at Iglesia Park and noted staff is addressing similar issues in other areas throughout the city.
- Commented on cars parked on bike lanes as previously addressed in Community Input and indicated the matter will be reviewed.

9. **ADJOURNMENT:** Mayor Duncan adjourned the meeting at 7:45 p.m. The next regularly scheduled City Council meeting is Wednesday, September 16, 2026 at 7 p.m.

Respectfully submitted:

Approved by:

MARIA KENDIG
CITY CLERK

MAX DUNCAN
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: September 16, 2026
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 14, 2026, and August 27, 2026, in the amount of \$601,567.85.

Fiscal Impact:

Expenditures in the amount of \$601,567.85.

Background:

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

Discussion:

The attached registers containing checks and electronic funds transfers issued between August 14, 2026, and August 27, 2026, for \$601,567.85, are 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'26 LIFE INSURANCE	1,780.04
CHOICE BUILDER	SEP'26 DENTAL - JM	46.63
CHOICE BUILDER	SEP'26 DENTAL - TZ	96.90
CHOICE BUILDER	SEP'26 VISION - JM	6.48
CHOICE BUILDER	SEP'26 DENTAL INSURANCE	1,985.41
CHOICE BUILDER	SEP'26 VISION INSURANCE	307.34
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011800737-7/2 PH 27412 ALISO CRK CUP.EXP-CNP	1,258.23
PV MAINTENANCE INC	5 OAK RIDGE_INVOICE FOR CODE CASE_T7-CE-2026-01002	579.00
CALPERS HEALTH	SEP'26 TZ - HEALTH PREMIUM	1,750.56
CALPERS HEALTH	SEP'26 TZ - HEALTH PREMIUM PEMCA MINIMUM	162.00
CALPERS HEALTH	SEP'26 CALPERS HEALTH PREMIUM	36,645.18
BEST BEST & KRIEGER	JUL'26 BBK APPLICANT INITIATED REIMB(AIR)-ARGONAUT	2,706.00
BEST BEST & KRIEGER	JUL'26 BBK APPLICANT INITIATED REIMB(AIR)-SHEA	18,785.50
BEST BEST & KRIEGER	JUL'26 BBK APPLICANT INITIATED REIMB(AIR)-MERITAGE	10,228.00
BEST BEST & KRIEGER	JUL'26 BBK APP INITIATED REIMB(AIR)-CITYSIDE FIBER	2,838.50
MAXIM KORABLEV	25-10-103_POOL25-00015_8 TIMBERLAND_MAXIM KORABLEV	3,000.00
SOUTH COUNTY POOL BUILDERS	26-02-018_POOL25-19_20 EVNIG LIGHT_S. COUNTY POOL	3,000.00
AMERICO BUILDERS LLC	CD-2026-01062_26901 ALISO CREEK RD_AMERICO BUILDER	500.00
ROOF PRO	CD-2026-01077_3-9 FIRWOOD_ROOF PRO	500.00
DEPINHO ROOFING INC	CD-2026-01084_DEPINHO ROOFING_9 PEPPERTREE	500.00
MAXIM KORABLEV	CD-2025-00145_8 TIMBERLAND_MAXIM KORABLEV	500.00
		87,175.77
CITY MANAGER		
CALPERS HEALTH	SEP'26 PG - HEALTH PREMIUM	162.00
ICMA	BC - 2026 ICMA MEMBERSHIP DUES	1,200.00
	CITY MANAGER TOTAL:	1,362.00
ECONOMIC DEVELOPMENT		
COSTAR REALTY INFORMATION, INC	8/1/26-7/31/27 COMMERCIAL REAL ESTATE SUBSCRIPTION	5,723.16
ERIC WINTER	AUG'26 BUS SPOTLIGHT - SENDER ONE	822.97
	ECONOMIC DEVELOPMENT TOTAL:	6,546.13
HUMAN RESOURCES		
HEALTH AND HUMAN RESOURCE CENTER INC	SEP26 EAP PROGRAM	102.90
	HUMAN RESOURCES TOTAL:	102.90
CITY CLERK		
US BANK PURCHASING CARD PROGRAM	LL 6/22 MOSLOW-WOOD PLAQUES	355.97
US BANK PURCHASING CARD PROGRAM	LL 6/26 MOSLOW-WOOD PLAQUES/SHIPPING	107.48
US BANK PURCHASING CARD PROGRAM	MK 6/30 STAPLES-ELECTION SUPPLIES	397.43
US BANK PURCHASING CARD PROGRAM	MK 6/24 MANHATTAN STITCHING-APPAREL	95.59
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011799612-7/2 ORD 2026-254 OBJ DESGN STANDARDS	236.19
STAPLES ADVANTAGE	JUL'26 CCLK SUPPLIES	76.04
ICC GENERAL CODE, INC	AVMC-WEB FEES/UPDATE/HOSTING/ENHANCEMENTS	1,040.00
ICC GENERAL CODE, INC	AVMC-WEB UPDATE/6PGS ORD2026-254ENACT/2026-251&253	129.00
US BANK PURCHASING CARD PROGRAM	LL 7/14 OC REGISTSER SUBSCPTN/ANNUAL	182.00
	CITY CLERK TOTAL:	2,619.70
CITY ATTORNEY		
BEST BEST & KRIEGER	JUL'26 BBK GENERAL RETAINER LEGAL SERVICES	26,617.00
BEST BEST & KRIEGER	JUL'26 BBK APP INITIATED REIMB(AIR)-SPECIAL PROJ	495.50
BEST BEST & KRIEGER	JUL'26 BBK GENERAL LITIGATION	179.00
	CITY ATTORNEY TOTAL:	27,291.50
FINANCE		
CHOICE BUILDER	SEP'26 ADMIN FEE	30.00
CALPERS HEALTH	SEP'26 CALPERS ADMIN FEE	33.11
	FINANCE TOTAL:	63.11

Vendor Name	Description (Item)	Amount
INFORMATION TECHNOLOGY		
AT&T	6/22/26-7/21/26 AT&T CALNET CH-ALARM/POTS LINE	604.27
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	8/06/26-8/05/27 ARCGIS ANNUAL SUBSCRIPTION	3,525.00
EATON CORPORATION	8/08/26-8/07/27 EATON UPS SERVICES - CH	3,498.95
SHI INTERNATIONAL CORP	8/12/26-8/11/27 ADOBE ENT LICENSE CH	8,000.00
US BANK PURCHASING CARD PROGRAM	IA 6/28 EOC YOUTUBE SUBSCR	82.99
US BANK PURCHASING CARD PROGRAM	IA 6/23 GOTO TECH SAAS WEBINAR 6/18/26-6/17/27	1,068.00
US BANK PURCHASING CARD PROGRAM	IA 7/06 MA'S HOUSE LAGUNA HILLS-DHS LUNCH	130.73
GOTO COMMUNICATIONS	JUL'26 CH GOTO VOIP SERVICE & SUPPORT	2,050.00
GOTO TECHNOLOGIES USA, INC	7/29/26-7/28/27 GOTO TECHNOLOGIES SAAS RESOLVE	2,604.00
TANGENT COMPUTERS INC	10/23/25-10/22/26 CH OFFICE 365 SUPPORT-2	10,976.09
LUNAVI, INC	JUL'26 LUNAVI OFFSITE STORAGE	641.25
LUNAVI, INC	JUL'26 OFFSITE BACKUP STORAGE-LATE FEE	9.62
LUNAVI, INC	AUG'26 OFFSITE BACKUP STORAGE	641.25
INFORMATION TECHNOLOGY TOTAL:		33,832.15
NON-DEPARTMENTAL		
RICOH USA	6/01-6/30/26 RICOH 2504EX FRONT COUNTER (4456)	84.85
US BANK PURCHASING CARD PROGRAM	LL 6/26 PRIMO BRANDS-WATER SERVICE	53.85
US BANK PURCHASING CARD PROGRAM	LL 6/26 COSTCO BY INSTACART	287.07
RICOH USA	JUL'26 RICOH COPY ROOM WASTE TONER REPLACEMENT	41.00
IPROMOTEU.COM INC	BUS CARDS-B.CHANNING 2510 LINE	70.51
RICOH USA	JUL'26 RICOH RSI CLOUD SUBSCRIPTION (SW1860708)	25.53
RICOH USA	6/12-7/11/26 RICOH 2504EX BACK OFFICE PRINTS(4542)	117.54
RICOH USA	7/01-7/31/26 RICOH 2504EX FRONT COUNTER (4456)	79.27
RICOH USA	MAY-JUL'26 RICOH 2504EX SUITE 200 PRINTS (2936)	45.81
RICOH USA	AUG'26 RICOH RSI CLOUD SUBSCRIPTION (SW1860708)	25.53
RICOH USA	7/12-8/11/26 RICOH 2504EX BACK OFFICE PRINTS(4542)	133.39
VOYAGER FLEET SYSTEMS INC	AUG'26 VEHICLE FUEL	1,340.07
US BANK PURCHASING CARD PROGRAM	EM 7/20 BLISS CW - F150 CAR WASH	35.00
US BANK PURCHASING CARD PROGRAM	LL 7/11 FEDEX-ORTIZ FAMILY	34.41
US BANK PURCHASING CARD PROGRAM	LL 7/08 AMAZON-3 TIER CART	81.77
US BANK PURCHASING CARD PROGRAM	LL 7/4 AMAZON-2 TIER CART	83.94
US BANK PURCHASING CARD PROGRAM	LL 7/02 PRIMO BRANDS-WATER SERVICE	116.89
US BANK PURCHASING CARD PROGRAM	MK 7/08 CARPENTERS TIME-CLOCKSHOP.COM TIME STAMP	419.24
US BANK PURCHASING CARD PROGRAM	MK 7/15 TONY PEPPERONIS-7/15 CC MTG DINNER	232.58
MOULTON NIGUEL WATER DIST	ACCT#64101 VISTA WATER SVC	2,670.95
QUADIENT LEASING USA INC	5/28/26 TO 8/27/26 POSTAGE MACHINE LEASE	592.19
SCAG (SOUTHERN CALIFORNIA ASSOCIATION OF GOVERN...	FY 26-27 ANNUAL MEMBERSHIP DUES	7,465.00
NON-DEPARTMENTAL TOTAL:		14,036.39
C. S. ADMINISTRATION		
US BANK PURCHASING CARD PROGRAM	LL 6/29 FACEBK-META ADS-SUMMER	105.00
US BANK PURCHASING CARD PROGRAM	LL 6/26 FACEBK-META ADS-SUMMER	105.00
US BANK PURCHASING CARD PROGRAM	LL 6/23 FACEBK-META ADS-SUMMER FUN	77.53
US BANK PURCHASING CARD PROGRAM	LL 6/27 FACEBK-META ADS-SUMMER	105.00
CALPERS HEALTH	SEP'26 HW - HEALTH PREMIUM	162.00
CALPERS HEALTH	SEP'26 DP - HEALTH PREMIUM	162.00
ADVANTAGE MAILING, LLC	FALL 2026 CLASS BROCHURE 32 PAGE SELF COVER	13,350.63
TRAUMA INTERVENTION PROGRAMS, INC	FY26-27 CAG-TIP	6,583.00
M&J PAUL ENTERPRISES INC	DEPOSIT - 2026 TREE LIGHTING RENTALS	5,000.00
US BANK PURCHASING CARD PROGRAM	LL 7/14 AMAZON-PHONE STABILIZER	63.56
US BANK PURCHASING CARD PROGRAM	LL 7/15 AMAZON-MINI MIC/25TH ANNIVERSARY	43.08
US BANK PURCHASING CARD PROGRAM	LL 7/06 HOBBY LOBBY/25TH ANNIVERSARY	137.80
US BANK PURCHASING CARD PROGRAM	LL 7/15 TRADER JOES-FLOWERS/25TH ANNIVERSARY	96.85
US BANK PURCHASING CARD PROGRAM	LL 7/14 STANLEY HAUS-COFFEE CART/25TH ANNIVERSARY	700.00
US BANK PURCHASING CARD PROGRAM	LL 7/07 COSTCO BY INSTACART/25TH ANNIVERSARY	176.67
US BANK PURCHASING CARD PROGRAM	LL 7/15 RALPHS-ICE/25TH ANNIVERSARY	18.49
US BANK PURCHASING CARD PROGRAM	LL 7/10 DAISO-TONGS & SUPPLIES/25TH ANNIVERSARY	21.82
US BANK PURCHASING CARD PROGRAM	MK 7/04 CONSTANT CONTACT-ALISOVIEJONEWS	152.00
US BANK PURCHASING CARD PROGRAM	MK 7/20 OC WINE MART-PLATTERS 25TH ANNIV 7/15	1,045.16
C. S. ADMINISTRATION TOTAL:		28,105.59
IGLESIA PARK		
EL TORO WATER DISTRICT	7/09/26-8/11/26 MTR#4114 IGLESIA PARK WATER	1,219.32
EL TORO WATER DISTRICT	7/09/26-8/11/26 MTR#3499 IGLESIA PARK WATER	1,380.44
PV MAINTENANCE INC	JUL'26 PVM IGLESIA PARK MAINTENANCE	193.00

Vendor Name	Description (Item)	Amount
SO CAL EDISON	JUL'26 ACCT#7997 IGLESIA PARK ELECTRICITY	156.98
	IGLESIA PARK TOTAL:	2,949.74
IGLESIA BUILDING		
EL TORO WATER DISTRICT	7/09/26-8/11/26 MTR#5016 IGLESIA PARK BLDG WATER	368.11
PV MAINTENANCE INC	JUL'26 PVM IGLESIA BUILDING MAINTENANCE	1,527.00
TEAM ONE MANAGEMENT	JUL'26 JANITORIAL SERVICES - IGLESIA	1,064.00
TEAM ONE MANAGEMENT	AUG'26 JANITORIAL SERVICES - IGLESIA	1,064.00
SO CAL EDISON	JUL'26 ACCT#7997 IGLESIA PARK BLDG ELECTRICITY	2,688.34
	IGLESIA BUILDING TOTAL:	6,711.45
PLANNING		
CALPERS HEALTH	SEP'26 MF - HEALTH PREMIUM	162.00
	PLANNING TOTAL:	162.00
BUILDING		
CHARLES ABBOTT ASSOC INC	JUL'26 CAA CONTRACT SERVICES-BUILDING SERVICES	37,484.02
	BUILDING TOTAL:	37,484.02
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	JUL'26 CAA CONTRACT SERVICES-CODE ENFORCEMENT	9,020.00
	CODE ENFORCEMENT TOTAL:	9,020.00
ENGINEERING (GENERAL)		
US BANK PURCHASING CARD PROGRAM	EM 6-22-26 US BANK CREDIT CARD -1	152.85
PV MAINTENANCE INC	JUL'26 PVM WAREHOUSE LEASE	1,745.70
PV MAINTENANCE INC	AUG'26 PVM WAREHOUSE LEASE	1,745.70
SHAUN PELLETIER	8/17/26 SOUTH OC CITY ENG MEETING REIMB - SP	35.00
QUANG LE	8/17/26 SOUTH OC CITY ENG MEETING REIMB - QL	35.00
US BANK PURCHASING CARD PROGRAM	EM 7/02 THE HOME DEPOT - TOOLS	32.33
	ENGINEERING (GENERAL) TOTAL:	3,746.58
STREET MAINTENANCE		
PV MAINTENANCE INC	JUL'26 PVM STREET MAINTENANCE	17,273.57
	STREET MAINTENANCE TOTAL:	17,273.57
LAW ENFORCEMENT-OTHER		
STAPLES ADVANTAGE	JUL'26 SUPPLIES-METAL NAME BADGES-POLICE SERVICES	106.62
	LAW ENFORCEMENT-OTHER TOTAL:	106.62
ANIMAL CONTROL		
CITY OF MISSION VIEJO	JUL-SEP'26 ANIMAL CARE SERVICES	146,049.00
	ANIMAL CONTROL TOTAL:	146,049.00
EOC		
SIGNAL HILL AUTO ENTERPRISES, INC	EMERGENCY SUPPLIES FOR STORAGE 171287	844.09
SIGNAL HILL AUTO ENTERPRISES, INC	EMERGENCY SUPPLIES FOR STORAGE	959.73
SIGNAL HILL AUTO ENTERPRISES, INC	EMERGENCY SUPPLIES FOR STORAGE	68.11
US BANK PURCHASING CARD PROGRAM	LL 7/14 EXTRA SPACE-OFFSITE STORAGE #A1554	384.00
	EOC TOTAL:	2,255.93
	GENERAL FUND TOTAL:	426,894.15

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL		
PV MAINTENANCE INC	JUL'26 PVM LAW ENFORCEMENT PARKING SIGNS CH	1,752.21
THURSTON ELEVATOR CONCEPTS INC	JUL'26 CH ELEVATOR MAINTENANCE	143.00
THURSTON ELEVATOR CONCEPTS INC	AUG'26 CH ELEVATOR MAINTENANCE	143.00
TEAM ONE MANAGEMENT	JUL'26 JANITORIAL SERVICES - CH	3,400.00
TEAM ONE MANAGEMENT	AUG'26 JANITORIAL SERVICES - CH	3,400.00
MOULTON NIGUEL WATER DIST	ACCT#65408/65407/65406 CH WATER SVC	825.80
	NON-DEPARTMENTAL TOTAL:	9,664.01
	GEN. FD-CITY HALL TOTAL:	9,664.01

103 - GF-AV RECREATION SERVICES

PATRICK SCARDINA	AUG'26 REFUND_PATRICK SCARDINA_PAE060 TO ATM072	130.00
ALIX SOLANO	REFUND FACILITY RENTAL AV_REC113550803_ALIX SOLANO	176.00
		306.00
RECREATION SERVICES		
RICOH USA	APR-JUN'26 C2500 AVR PRINTS (8774)	447.90

Vendor Name	Description (Item)	Amount
AT&T	6/22/26-7/21/26 AT&T CALNET AVR-ALARM/POTS LINE	210.00
PV MAINTENANCE INC	JUL'26 PVM AVR MAINTENANCE	579.00
PRESTIGIOUS CLEANERS LLC	7/25 AVR DRY CLEANING	266.83
PRESTIGIOUS CLEANERS LLC	7/31 AVR DRY CLEANING	722.02
CINTAS CORPORATION NO. 2	AUG'26 AVR FIRST AID SUPPLIES	118.15
JOY E. TORRES	SUMMER2026-SMM042/SMM043/SMM096-22 PARTICIPANTS	1,858.80
KIMBERLY DOWNEY ESMOND	SUMMER2026-SMM004-/SMM003 DANCE-5 PARTICIPANTS	441.00
SKYHAWKS SPORTS ACADEMY, LLC	SUMMERCAMP2026-SKY003 LACROSSE CAMP-6 PARTICIPANTS	651.20
SKYHAWKS SPORTS ACADEMY, LLC	SUMMER2026-SMM023/024 MULTISPORT-10 PARTICIPANTS	684.00
TEAM ONE MANAGEMENT	JUL'26 JANITORIAL SERVICES - AVR	5,600.00
BREAKTHROUGH SPORTS HOLDCO, LLC	SUMMERCAMP2026-BTS002/005 BASKETBALL CAMP-24 PART	4,055.15
RONALD GORMAN	SUMMER2026-SMM030 GUITAR/UKULELE-2 PARTICIPANTS	144.00
RUIHONG LI	SUMMER2026-SMM131 YOGA-3 PARTICIPANTS	167.40
ROXANNE BELL	SUMMER2026-SMM069 DANCE-1 PARTICIPANT	61.75
TUMBLE-N-KIDS, INC	SUMMER2026-SMM008/SMM010 GYMNASTICS-13 PARTICIPANT	639.60
425 VENTURES, LLC	SUMMER2026-SMM012/SMM016/SMM017 SOCCER-12 PARTIC	972.00
JOHN DAVID ALLEN JR	SUMMERCAMP2026-JAT002 TENNIS-10 PARTICIPANTS	874.50
EPC PLAYTIME LLC	SUMMERCAMP2026-EPC003 MINI MVPS-4 PARTICIPANTS	465.30
PREMIER AQUATIC SERVICES	SUMMERCAMP2026-PAK009/PAM009 SPLASH CAMP-13 PART	3,386.25
JENNIFER BALES	SUMMERCAMP2026-TTS007 CAMP STAGEPLAY-8 PARTICIPANT	1,007.60
BREAKTHROUGH SPORTS HOLDCO, LLC	SUMMERCAMP2026-BTS003/BTS006 BASKETBALL CAMP-33 PA	5,655.65
LAURELINDA HAUSSON	SU26-PAE33/41/94/116/117/112/17/15/72/97/45-70 PAR	12,161.15
JENNIFER ANDRUS-NELSON	SUMMERCAMP2026-ETF001 ETTIQUETTE-12 PARTICIPANTS	986.15
L & O ALISO VIEJO, LLC	SUMMERCAMP2026-SMM054 SOUND BATH-1 PARTICIPANT	35.75
SKYHAWKS SPORTS ACADEMY, LLC	SUMMER2026-SKY007 MULTISPORT CAMP-6 PARTICIPANTS	695.20
PREMIER AQUATIC SERVICES	SUMMERCAMP2026-PAK010/PAM010 SPLASH CAMP-16 PART	4,410.00
LAURELINDA HAUSSON	SUMMERCAMP26-PAE060/PAE014-13 PARTICIPANTS	1,775.95
SAHAR ALVIRI	SUMMERCAMP2026-SAR003 ART CAMP-5 PARTICIPANTS	627.00
BRAINSTORM STUDIOS, LLC	SUMMER2026-BST005 YOUTUBE MASTERS-9 PARTICIPANTS	1,348.05
EATON CORPORATION	8/08/26-8/07/27 EATON UPS SERVICES - AVR	5,500.00
SHI INTERNATIONAL CORP	8/12/26-8/11/27 ADOBE ENT LICENSE AVR	2,518.85
GOTO COMMUNICATIONS	JUL'26 AVR GOTO VOIP SERVICE & SUPPORT	646.02
TANGENT COMPUTERS INC	10/23/25-10/22/26 AVR OFFICE 365 SUPPORT-2	1,936.96
AARON FLORA	JUL'26 RENEWABLE FARMS	38,104.67
MOULTON NIGUEL WATER DIST	ACCT#105234/104936/104935/104986 RANCH WATER SVC	1,868.75
MOULTON NIGUEL WATER DIST	ACCT#104515/104519 FARM WATER SVC	440.96
RECREATION SERVICES TOTAL:		102,063.56
GF-AV RECREATION SERVICES TOTAL:		102,369.56

203 - GAS TAX

STREET MAINTENANCE

SAN DIEGO GAS & ELECTRIC	JUL'26 ST LIGHTS & TRAFFIC CTRLRS	2,488.78
EL TORO WATER DISTRICT	7/09/26-8/11/26 MTR#5675 CALLE CORTEZ MEDIAN WATER	171.70
PV MAINTENANCE INC	JUL'26 PVM STREET MAINTENANCE GAS TAX	21,112.14
SO CAL EDISON	JUL'26 ACCT#2125 GS1 MEDIAN ELECTRICITY	61.44
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	JUL'26 USA DATABASE MAINT + 50 TICKETS	134.75
MOULTON NIGUEL WATER DIST	ACCT#64613/64615/65346 MEDIANS WATER SVC	1,528.39
STREET MAINTENANCE TOTAL:		25,497.20
GAS TAX TOTAL:		25,497.20

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	AUG'26 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,670.00
LAW ENFORCEMENT-OTHER TOTAL:		1,670.00
PUBLIC SAFETY GRANTS TOTAL:		1,670.00

231 - OTHER GRANTS

OTHER GRANTS

VANTIS MAINTENANCE CORPORATION	AUG'26-JUN'27 38 COLONIAL WAY HOA FEES	4,949.34
LAURA'S HOUSE	JUL'26 PLHA GRANT REIMBURSEMENT-CASE MANAGEMENT	1,288.00
OTHER GRANTS TOTAL:		6,237.34
OTHER GRANTS TOTAL:		6,237.34

Vendor Name	Description (Item)	Amount
241 - TECHNOLOGY FUND		
GEN-TECHNOLOGY GRANTS		
ERIC WINTER	JUL'26-CC MTG 7/15 AND ADMIN	502.55
ERIC WINTER	AUG'26-CC MTG 8/19 AND ADMIN	760.83
	GEN-TECHNOLOGY GRANTS TOTAL:	1,263.38
	TECHNOLOGY FUND TOTAL:	1,263.38
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	FY25-26 AVAC RETENTION FEE PAYMENT	14,500.00
		14,500.00
GEN-AQUATIC CENTER		
PV MAINTENANCE INC	JUL'26 PVM AQC MAINTENANCE	868.50
HASA INC	JUL'26 AQC POOL CHEMICALS - ACID	396.67
HASA INC	JUL'26 AQC POOL CHEMICALS-CHLORINE & ACID	3,439.81
HASA INC	AUG'26 AQC POOL CHEMICALS-BI CARB	67.90
TEAM ONE MANAGEMENT	JUL'26 JANITORIAL SERICES - AQC	2,896.01
TEAM ONE MANAGEMENT	AUG'26 JANITORIAL SERVICES - AQC	2,367.62
MOULTON NIGUEL WATER DIST	ACCT#64095/64096 AQC WATER SVC	1,163.70
	GEN-AQUATIC CENTER TOTAL:	11,200.21
	CITY FAC.-AQUATIC CENTER TOTAL:	25,700.21
332 - STORM WATER		
DRAINAGE IMPROVEMENTS		
PV MAINTENANCE INC	JUL'26 PVM WOOD CANYON WETLANDS MAINTENANCE	772.00
	DRAINAGE IMPROVEMENTS TOTAL:	772.00
	STORM WATER TOTAL:	772.00
411 - DEBT SERVICE		
DEBT SERVICE		
THE BANK OF NEW YORK	FY26-27 COPS ANNUAL TRUSTEE FEE (3666100096-INV)	1,500.00
	DEBT SERVICE TOTAL:	1,500.00
	DEBT SERVICE TOTAL:	1,500.00
	GRAND TOTAL:	601,567.85

Fund Summary		
Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	426,894.15	426,894.15
102 - GEN. FD-CITY HALL	9,664.01	9,664.01
103 - GF-AV RECREATION SERVICES	102,369.56	102,369.56
203 - GAS TAX	25,497.20	25,497.20
215 - PUBLIC SAFETY GRANTS	1,670.00	1,670.00
231 - OTHER GRANTS	6,237.34	6,237.34
241 - TECHNOLOGY FUND	1,263.38	1,263.38
261 - CITY FAC.-AQUATIC CENTER	25,700.21	25,700.21
332 - STORM WATER	772.00	772.00
411 - DEBT SERVICE	1,500.00	1,500.00
Grand Total:	601,567.85	601,567.85

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	426,894.15
102 - GEN. FD-CITY HALL	9,664.01
103 - GF-AV RECREATION SERVICES	102,369.56
203 - GAS TAX	25,497.20
215 - PUBLIC SAFETY GRANTS	1,670.00
231 - OTHER GRANTS	6,237.34
241 - TECHNOLOGY FUND	1,263.38
261 - CITY FAC.-AQUATIC CENTER	25,700.21
332 - STORM WATER	772.00
411 - DEBT SERVICE	1,500.00
Grand Total:	601,567.85

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	2,479.57
101-2505-000	DENTAL INSURANCE PA...	1,985.41
101-2506-000	MEDICAL INSURANCE P...	36,807.18
101-2507-000	LIFE INSURANCE PAYABLE	1,780.04
101-2508-000	VISION INSURANCE PAY...	307.34
101-2601-000	REFUNDABLE DEPOSIT	6,000.00
101-2602-000	PLANNING DEPOSIT	32,977.73
101-2603-000	ENGINEERING DEPOSIT	2,838.50
101-2606-000	C & D DEPOSIT	2,000.00
101-4-1501-4206-000	MEDICAL INSURANCE	162.00
101-4-1501-4521-000	MEMBERSHIP & DUES	1,200.00
101-4-1502-4302-000	ECONOMIC DEVELOPM...	6,546.13
101-4-1503-4309-000	OTHER CONTRACTUAL S...	102.90
101-4-1601-4303-000	LEGAL NOTICES	236.19
101-4-1601-4502-000	AWARDS & RECOGNITI...	463.45
101-4-1601-4525-000	ELECTION	397.43
101-4-1601-4601-000	SUPPLIES	76.04
101-4-1601-4611-000	PUBLICATIONS/REF MAT...	182.00
101-4-1601-4612-000	OPERATING SUPPLIES	95.59
101-4-1601-4734-000	CODIFICATION	1,169.00
101-4-2101-4304-000	LEGAL SERVICES	26,617.00
101-4-2101-4532-000	SPECIAL PROJECTS	495.50
101-4-2101-4735-000	LITIGATION	179.00
101-4-2501-4309-000	OTHER CONTRACTUAL S...	63.11
101-4-3101-4305-000	TECHNOLOGY SERVICES	2,737.26
101-4-3101-4481-000	COMPUTER EXPENSE	30,964.16
101-4-3101-4520-000	MTGS/CONF./TRNG & D...	130.73
101-4-3501-4421-000	EQUIPMENT RENTAL	633.19
101-4-3501-4431-000	BUILDING & GROUND M...	2,670.95
101-4-3501-4512-000	POSTAGE	34.41
101-4-3501-4513-000	PRINTING	582.43
101-4-3501-4516-000	FUEL	1,340.07
101-4-3501-4517-000	VEHICLE MAINTENANCE	35.00
101-4-3501-4521-000	MEMBERSHIP & DUES	7,465.00
101-4-3501-4601-000	SUPPLIES	419.24
101-4-3501-4612-000	OPERATING SUPPLIES	856.10
101-4-4101-4206-000	MEDICAL INSURANCE	324.00
101-4-4101-4501-000	ADVERTISING & PROMO...	14,001.80
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	7,196.79
101-4-4101-4530-000	COMMUNITY GRANTS	6,583.00
101-4-4102-4411-000	UTILITIES	2,756.74
101-4-4102-4431-000	BUILDING & GROUND M...	193.00
101-4-4103-4411-000	UTILITIES	3,056.45

Account Summary

Account Number	Account Name	Payment Amount
101-4-4103-4431-000	BUILDING & GROUND M...	3,655.00
101-4-4401-4206-000	MEDICAL INSURANCE	162.00
101-4-4402-4751-000	C.S-BUILDING	37,484.02
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	9,020.00
101-4-4501-4471-000	RENT	3,491.40
101-4-4501-4520-000	MTGS/CONF/TRNG & D...	70.00
101-4-4501-4620-000	MINOR EQUIPMENT	185.18
101-4-4503-4771-000	C.S-STREET MAINTENAN...	17,273.57
101-4-5102-4612-000	OPERATING SUPPLIES	106.62
101-4-5301-4722-000	C.S-ANIMAL CARE SERVI...	146,049.00
101-4-5401-4471-000	RENT	384.00
101-4-5401-4612-000	OPERATING SUPPLIES	1,871.93
102-4-3501-4411-000	UTILITIES	825.80
102-4-3501-4431-000	BUILDING & GROUND M...	8,838.21
103-34130	FACILITY RENTAL	176.00
103-34161	CONTRACT CLASSES	130.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	11,259.73
103-4-4105-4309-000	OTHER CONTRACTUAL S...	43,103.45
103-4-4105-4411-000	UTILITIES	1,868.75
103-4-4105-4431-000	BUILDING & GROUND M...	6,179.00
103-4-4105-4451-000	FARM OPERATING EXPE...	38,545.63
103-4-4105-4601-000	SUPPLIES	118.15
103-4-4105-4612-000	OPERATING SUPPLIES	988.85
203-4-4503-4411-000	UTILITIES	4,250.31
203-4-4503-4771-000	C.S-STREET MAINTENAN...	21,246.89
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	1,670.00
231-4-6131-4309-000	OTHER CONTRACTUAL S...	6,237.34
241-4-6141-4309-000	OTHER CONTRACTUAL S...	1,263.38
261-2103-000	RETENTIONS PAYABLE	14,500.00
261-4-6161-7411-000	UTILITIES	1,163.70
261-4-6161-7421-000	BUILDING & GROUND M...	6,132.13
261-4-6161-7425-000	POOL MAINTENANCE	3,904.38
332-4-8601-5911-000	REHABILITATION	772.00
411-4-7101-4542-000	INTEREST & FISCAL CHGS	1,500.00
Grand Total:		601,567.85

Project Account Summary

Project Account Key	Payment Amount
None	510,406.25
0305911	772.00
1002SUMMERCAMP	38,099.15
1002SUMMERCLASS	5,004.30
10044309	6,237.34
9014612	232.58
9934527	5,000.00
ENG 5081	2,838.50
GRA-2025-00005	2,706.00
SDP-2024-00002	10,228.00
SDP-2025-00004	18,785.50
USE-2026-01005	1,258.23
Grand Total:	601,567.85

City of Aliso Viejo

AGENDA ITEM



DATE: September 16, 2026
TO: Mayor and City Council
FROM: Ann Eifert, Director of Financial Services/City Treasurer
SUBJECT: TREASURER'S STATEMENT – JULY 2026

Recommended Action:

Receive and file the July 2026 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 balance for all City funds, a breakdown of bank account balances, investment account balances and the effective yield earned from investments.

Discussion:

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

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

Attachment:

Attachment 1 – July 2026 Treasurer's Statement

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

July 31, 2026

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
CASH BALANCE (ALL FUNDS)	\$ 14,516,697.23	\$ 5,206,881.08	\$ 7,820,032.02	\$ 11,903,546.29
CITY TRUST FUNDS:				
AV RANCH FOUNDATION	\$ 100.00			100.00
CFD 2005-01	\$ (12,253.22)	46,075.47	36,194.25	(2,372.00)
COMMUNITY TRUST	\$ 5,618.48	3,000.00		8,618.48
CASH BALANCE TOTALS	\$ 14,510,162.49	\$ 5,255,956.55	\$ 7,856,226.27	\$ 11,909,892.77

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 906,717.47	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 10,914,997.01	
	MONEY MARKET/SWEEP ACCOUNT	\$ 88,178.29	
	TOTAL CASH		\$ 11,909,892.77
Years to Maturity for July 2026		1.96	
Weighted Average Yield for July 2026		3.940%	

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.		\$ 52,488,916.18
Cash With Fiscal Agent	COPS/CFD 2005-01	2,975,924.31
Cash With Investment Advisor	City Investments	47,780,072.84
AV Center		1,602,546.74
PR Account		128,452.03
Petty Cash		1,920.26
GRAND TOTAL OF CITY FUNDS		\$ 64,398,808.95

Portfolio Summary

3.94

Weighted Average Yield to Maturity

1.96

Weighted Average Maturity (Years)

1.80

Portfolio Effective Duration (Years)

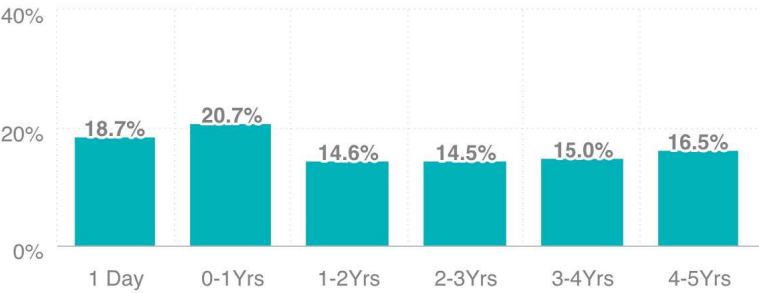
1.96

Weighted Average Life (Years)

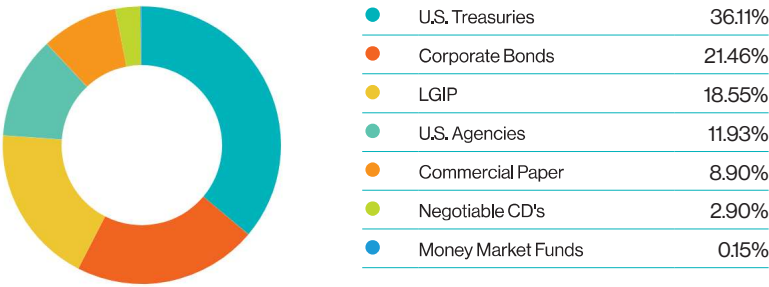
AA-

Average Credit Rating

Maturity Distribution



Sector Allocation

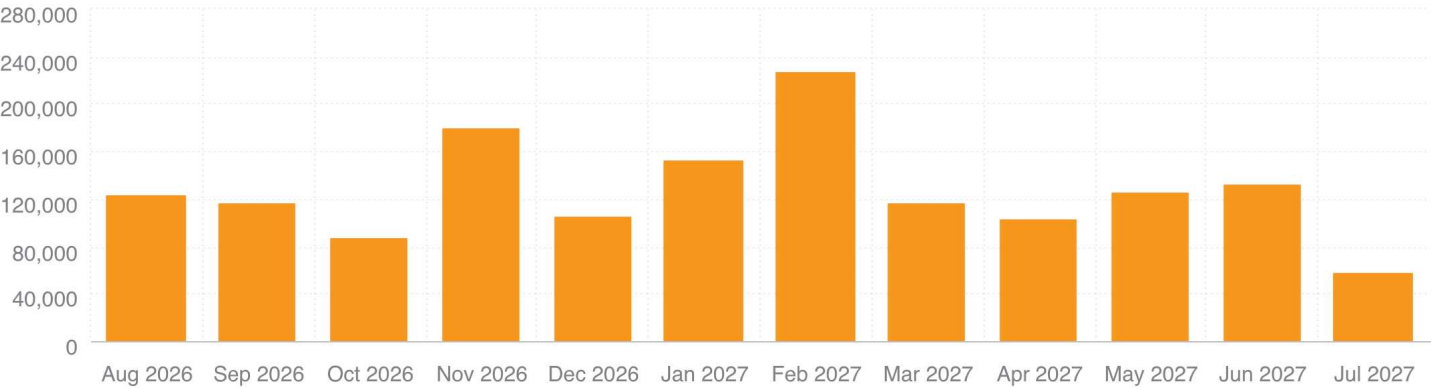


MEEDER
PUBLIC FUNDS

Custodial Reconciliation

	CURRENT MONTH
Beginning	47,737,312.08
Contributions/Withdrawals	0.00
Management Fees	0.00
Custodian Fees	(296.19)
Realized Gains Losses	12,613.27
Purchased Interest	(13,103.29)
Interest Received	131,725.26
ENDING	47,868,251.13

Projected Monthly Income Schedule





Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF ALISO VIEJO												
LGIP												
CALAIF	California LAIF	07/31/2026 07/31/2026	10,914,997.01	10,914,997.01 0.00	10,914,997.01	3.84		1	1.00 10,914,997.01	0.00 10,914,997.01	18.55	NA
LGIP TOTAL			10,914,997.01	10,914,997.01 0.00	10,914,997.01	3.84		1	1.00 10,914,997.01	0.00 10,914,997.01	18.55	NA
MONEY MARKET FUNDS												
31846V567	FIRST AMER:GVT OBLG;Z	07/31/2026 07/31/2026	88,178.29	88,178.29 0.00	88,178.29	3.54		1	1.00 88,178.29	0.00 88,178.29	0.15	Aaa AAA
MONEY MARKET FUNDS TOTAL			88,178.29	88,178.29 0.00	88,178.29	3.54		1	1.00 88,178.29	0.00 88,178.29	0.15	AAA
COMMERCIAL PAPER												
62479MJJ3	MUFG BANK NY 09/18/26	04/13/2026 04/13/2026	1,005,000.00	988,018.29 0.00	988,018.29	3.92	09/18/2026	49	99.49 999,841.00	11,822.71 988,018.29	1.70	P-1 A-1
22533UK69	CREDIT AGR NY 10/06/26	01/09/2026 01/09/2026	1,300,000.00	1,264,022.50 0.00	1,264,022.50	3.80	10/06/2026	67	99.32 1,291,205.50	27,183.00 1,264,022.50	2.19	P-1 A-1
8923A1ND9	TOYO CRD PUE RIC 01/13/27	05/08/2026 05/11/2026	1,500,000.00	1,461,303.33 0.00	1,461,303.33	3.86	01/13/2027	166	98.28 1,474,150.00	12,846.67 1,461,303.33	2.51	P-1 A-1+
53948BNS4	LLOYDS BK NY BR 01/26/27	05/08/2026 05/11/2026	1,500,000.00	1,458,400.01 0.00	1,458,400.01	3.95	01/26/2027	179	98.10 1,471,520.00	13,119.99 1,458,400.01	2.50	P-1 A-1
COMMERCIAL PAPER TOTAL			5,305,000.00	5,171,744.13 0.00	5,171,744.13	3.88		123	98.72 5,236,716.50	64,972.37 5,171,744.13	8.90	AA-
U.S. TREASURIES												
91282CJP7	US TREASURY 4.375 12/15/26	05/06/2025 05/08/2025	1,000,000.00	1,007,695.31 0.00	1,007,695.31	3.87	12/15/2026	137	100.18 1,001,757.81	(5,937.50) 1,007,695.31	1.70	Aa1 AA+
91282CJT9	US TREASURY 4.000 01/15/27	01/22/2024 01/22/2024	1,000,000.00	996,718.75 0.00	996,718.75	4.12	01/15/2027	168	100.02 1,000,234.38	3,515.63 996,718.75	1.70	Aa1 AA+
912828X88	US TREASURY 2.375 05/15/27	06/29/2022 06/29/2022	1,000,000.00	962,851.56 0.00	962,851.56	3.20	05/15/2027	288	98.66 986,601.56	23,750.00 962,851.56	1.68	Aa1 AA+
9128282R0	US TREASURY 2.250 08/15/27	01/13/2023 01/13/2023	1,050,000.00	990,322.27 0.00	990,322.27	3.60	08/15/2027	380	98.06 1,029,615.24	39,292.97 990,322.27	1.75	Aa1 AA+
9128284N7	US TREASURY 2.875 05/15/28	09/18/2024 09/19/2024	1,000,000.00	979,882.81 0.00	979,882.81	3.47	05/15/2028	654	97.63 976,328.13	(3,554.68) 979,882.81	1.66	Aa1 AA+
91282CCR0	US TREASURY 1.000 07/31/28	09/18/2024 09/19/2024	1,000,000.00	910,507.81 0.00	910,507.81	3.50	07/31/2028	731	93.79 937,929.69	27,421.88 910,507.81	1.59	Aa1 AA+
91282CCV1	US TREASURY 1.125 08/31/28	12/21/2023 12/21/2023	1,000,000.00	878,750.00 0.00	878,750.00	3.98	08/31/2028	762	93.77 937,734.38	58,984.38 878,750.00	1.59	Aa1 AA+
91282CDF5	US TREASURY 1.375 10/31/28	12/21/2023 12/21/2023	1,500,000.00	1,328,906.25 0.00	1,328,906.25	3.98	10/31/2028	823	93.80 1,406,953.13	78,046.88 1,328,906.25	2.39	Aa1 AA+
91282CJR3	US TREASURY 3.750 12/31/28	01/22/2024 01/22/2024	1,000,000.00	987,695.31 0.00	987,695.31	4.03	12/31/2028	884	98.72 987,187.50	(507.81) 987,695.31	1.68	Aa1 AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
9128286T2	US TREASURY 2.375 05/15/29	11/17/2025 11/18/2025	700,000.00	671,179.69 0.00	671,179.69	3.64	05/15/2029	1,019	94.94 664,562.50	(6,617.19) 671,179.69	113	Aa1 AA+
91282CLC3	US TREASURY 4.000 07/31/29	07/14/2025 07/15/2025	1,000,000.00	1,002,304.69 0.00	1,002,304.69	3.94	07/31/2029	1,096	99.06 990,625.00	(11,679.69) 1,002,304.69	168	Aa1 AA+
91282CLR0	US TREASURY 4.125 10/31/29	11/25/2024 11/26/2024	1,000,000.00	996,445.31 0.00	996,445.31	4.21	10/31/2029	1,188	99.30 993,046.88	(3,398.43) 996,445.31	169	Aa1 AA+
91282CGB1	US TREASURY 3.875 12/31/29	02/07/2025 02/10/2025	1,000,000.00	978,828.13 0.00	978,828.13	4.36	12/31/2029	1,249	98.46 984,609.38	5,781.25 978,828.13	167	Aa1 AA+
91282CMG3	US TREASURY 4.250 01/31/30	05/06/2025 05/08/2025	1,000,000.00	1,015,507.81 0.00	1,015,507.81	3.89	01/31/2030	1,280	99.62 996,171.88	(19,335.93) 1,015,507.81	169	Aa1 AA+
91282CGS4	US TREASURY 3.625 03/31/30	11/18/2025 11/19/2025	700,000.00	698,851.56 0.00	698,851.56	3.67	03/31/2030	1,339	97.47 682,281.25	(16,570.31) 698,851.56	116	Aa1 AA+
91282CMZ1	US TREASURY 3.875 04/30/30	05/06/2025 05/08/2025	1,000,000.00	998,867.19 0.00	998,867.19	3.90	04/30/2030	1,369	98.27 982,734.38	(16,132.81) 998,867.19	167	Aa1 AA+
91282CNK3	US TREASURY 3.875 06/30/30	10/20/2025 10/21/2025	600,000.00	607,898.44 0.00	607,898.44	3.57	06/30/2030	1,430	98.16 588,937.50	(18,960.94) 607,898.44	100	Aa1 AA+
91282CPN5	US TREASURY 3.500 11/30/30	02/13/2026 02/17/2026	500,000.00	497,382.81 0.00	497,382.81	3.62	11/30/2030	1,583	96.45 482,226.57	(15,156.25) 497,382.81	0.82	Aa1 AA+
91282CJQ5	US TREASURY 3.750 12/31/30	02/02/2026 02/03/2026	600,000.00	597,843.75 0.00	597,843.75	3.83	12/31/2030	1,614	97.37 584,203.13	(13,640.62) 597,843.75	0.99	Aa1 AA+
91282CPW5	US TREASURY 3.750 01/31/31	06/01/2026 06/02/2026	200,000.00	196,367.19 0.00	196,367.19	4.18	01/31/2031	1,645	97.31 194,625.00	(1,742.19) 196,367.19	0.33	Aa1 AA+
91282CPW5	US TREASURY 3.750 01/31/31	02/02/2026 02/03/2026	600,000.00	597,867.19 0.00	597,867.19	3.83	01/31/2031	1,645	97.31 583,875.00	(13,992.19) 597,867.19	0.99	Aa1 AA+
91282CQD6	US TREASURY 3.500 02/28/31	04/16/2026 04/17/2026	625,000.00	613,793.95 2,853.26	616,647.21	3.91	02/28/2031	1,673	96.27 601,708.99	(12,084.96) 613,793.95	1.02	Aa1 AA+
91282CQU8	US TREASURY 4.125 05/31/31	06/10/2026 06/11/2026	1,500,000.00	1,490,976.56 1,859.63	1,492,836.19	4.26	05/31/2031	1,765	98.72 1,480,781.25	(10,195.31) 1,490,976.56	2.52	Aa1 AA+
91282CRA1	US TREASURY 4.375 07/31/31	07/28/2026 07/31/2026	1,175,000.00	1,175,963.87 0.00	1,175,963.87	4.36	07/31/2031	1,826	99.78 1,172,429.69	(3,534.18) 1,175,963.87	1.99	Aa1 AA+
U.S. TREASURIES TOTAL			21,750,000.00	21,183,408.21 4,712.89	21,188,121.10	3.89		1,052	97.73 21,247,160.20	63,751.99 21,183,408.21	36.11	AA+
U.S. AGENCIES												
880591EU2	TVA 2.875 02/01/27	05/06/2025 05/08/2025	1,000,000.00	983,560.00 0.00	983,560.00	3.86	02/01/2027	185	99.36 993,610.00	10,050.00 983,560.00	169	Aa1 AA+
3130ASD63	FHLBANKS 3.250 06/28/27	06/28/2022 06/28/2022	1,000,000.00	1,000,000.00 0.00	1,000,000.00	3.25	06/28/2027	332	99.05 990,530.00	(9,470.00) 1,000,000.00	168	Aa1 AA+
3133EPAU9	FED FARM CR BNKS 3.875 07/14/27	02/16/2023 02/16/2023	1,000,000.00	990,390.00 0.00	990,390.00	4.12	07/14/2027	348	99.68 996,780.00	6,390.00 990,390.00	169	Aa1 AA+
3133EWGK0	FED FARM CR BNKS 3.630 03/09/28 '27	07/01/2026 07/02/2026	1,150,000.00	1,138,902.50 13,103.29	1,152,005.79	4.23	03/09/2028	587	98.72 1,135,326.00	(3,576.50) 1,138,902.50	1.93	Aa1 AA+
3130AMX98	FHLBANKS 2.000 06/30/28	07/10/2025 07/11/2025	1,000,000.00	947,446.00 0.00	947,446.00	3.89	06/30/2028	700	95.60 956,030.00	8,584.00 947,446.00	162	Aa1 AA+
3133EMSX1	FED FARM CR BNKS 1.550 03/15/29 '25	02/06/2025 02/07/2025	500,000.00	447,120.00 0.00	447,120.00	4.39	03/15/2029	958	92.66 463,285.00	16,165.00 447,120.00	0.79	Aa1 AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3130B2GZ2	FHLBANKS 4.200 08/13/29 '26	08/21/2024 08/23/2024	250,000.00	250,000.00 0.00	250,000.00	4.20	08/13/2029	1,109	98.68 246,690.00	(3,310.00) 250,000.00	0.42	Aa1 AA+
3133EL6D1	FED FARM CR BNKS 1.230 09/10/29 '25	02/06/2025 02/07/2025	500,000.00	434,525.00 0.00	434,525.00	4.41	09/10/2029	1,137	90.50 452,490.00	17,965.00 434,525.00	0.77	Aa1 AA+
880591FE7	TVA 3.875 08/01/30	09/18/2025 09/19/2025	800,000.00	804,848.00 0.00	804,848.00	3.74	08/01/2030	1,462	97.95 783,568.00	(21,280.00) 804,848.00	1.33	Aa1 AA+
U.S. AGENCIES TOTAL			7,200,000.00	6,996,791.50 13,103.29	7,009,894.79	3.94		652	97.55 7,018,309.00	21,517.50 6,996,791.50	11.93	AA+
NEGOTIABLE CD'S												
02007GXG3	Ally Bank 3.45 08/04/2026	08/04/2022 08/04/2022	245,000.00	245,000.00 0.00	245,000.00	3.45	08/04/2026	4	100.00 245,000.00	0.00 245,000.00	0.42	NA NA
38149MYB3	GOLDMAN BANK USA 1.000 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	1.00	08/11/2026	11	99.93 244,838.30	(161.70) 245,000.00	0.42	NA NA
90348JR93	UBS USA 0.950 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	0.95	08/11/2026	11	99.93 244,835.85	(164.15) 245,000.00	0.42	NA NA
254673N44	CAPITL ONE NA 3.500 07/29/27	08/03/2022 08/03/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	07/29/2027	363	98.76 241,952.72	(3,047.28) 245,000.00	0.41	NA NA
87164XN93	SYNCHRONY BANK 3.500 08/05/27	08/05/2022 08/05/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	08/05/2027	370	99.35 243,405.05	(1,594.95) 245,000.00	0.41	NA NA
02589ADQ2	AM EX BK 3.450 08/10/27	08/12/2022 08/12/2022	245,000.00	243,775.00 0.00	243,775.00	3.56	08/10/2027	375	99.29 243,253.15	(521.85) 243,775.00	0.41	NA NA
58404DVV0	MEDALLION BANK 3.800 08/30/29	08/21/2024 08/30/2024	245,000.00	245,000.00 0.00	245,000.00	3.80	08/30/2029	1,126	100.00 245,000.00	0.00 245,000.00	0.42	NA NA
NEGOTIABLE CD'S TOTAL			1,715,000.00	1,713,775.00 0.00	1,713,775.00	2.82		323	99.61 1,708,285.07	(5,489.93) 1,713,775.00	2.90	NA
CORPORATE BONDS												
14913UAR1	CTRPLLR FIN SERV 4.400 10/15/27 MTN	11/25/2024 11/26/2024	500,000.00	498,865.00 0.00	498,865.00	4.48	10/15/2027	441	100.03 500,140.00	1,275.00 498,865.00	0.85	A1 A
69353RFG8	PNC BANK 3.100 10/25/27 '27 MTN	04/09/2026 04/10/2026	1,000,000.00	985,110.00 0.00	985,110.00	4.11	10/25/2027	451	98.43 984,250.00	(860.00) 985,110.00	1.67	A2 A
24422EWR6	JOHN DEERE CAP 4.750 01/20/28 MTN	11/25/2024 11/26/2024	500,000.00	504,235.00 0.00	504,235.00	4.46	01/20/2028	538	100.51 502,530.00	(1,705.00) 504,235.00	0.85	A1 A
023135DB9	AMAZON.COM 3.850 03/13/28	04/16/2026 04/17/2026	750,000.00	748,035.00 2,727.08	750,762.08	3.99	03/13/2028	591	99.06 742,957.50	(5,077.50) 748,035.00	1.26	A1 AA
931142FB4	WALMART 3.900 04/15/28 '28	11/25/2024 11/26/2024	325,000.00	320,619.00 0.00	320,619.00	4.33	04/15/2028	624	99.30 322,721.75	2,102.75 320,619.00	0.55	Aa2 AA
931142ES8	WALMART 1.500 09/22/28 '28	07/10/2025 07/11/2025	1,000,000.00	925,020.00 0.00	925,020.00	4.02	09/22/2028	784	94.24 942,400.00	17,380.00 925,020.00	1.60	Aa2 AA
14913UBD1	CTRPLLR FIN SERV 3.950 11/14/28 MTN	11/17/2025 11/18/2025	700,000.00	699,804.00 0.00	699,804.00	3.96	11/14/2028	837	98.82 691,754.00	(8,050.00) 699,804.00	1.18	A1 A
58933YBD6	MERCK & CO 1.900 12/10/28 '28	11/25/2024 11/26/2024	500,000.00	452,905.00 0.00	452,905.00	4.47	12/10/2028	863	94.26 471,310.00	18,405.00 452,905.00	0.80	Aa3 A+
17275RBR2	CISCO SYSTEMS 4.850 02/26/29 '29	11/01/2024 11/04/2024	500,000.00	506,060.00 0.00	506,060.00	4.53	02/26/2029	941	100.64 503,195.00	(2,865.00) 506,060.00	0.86	A1 AA-



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
023135CG9	AMAZON.COM 3.450 04/13/29 '29	11/01/2024 11/04/2024	500,000.00	481,580.00 0.00	481,580.00	4.37	04/13/2029	987	96.91 484,540.00	2,960.00 481,580.00	0.82	A1 AA
30303M8S4	META PLATFORMS 4.300 08/15/29 '29	11/01/2024 11/04/2024	500,000.00	496,070.00 0.00	496,070.00	4.48	08/15/2029	1,111	99.06 495,300.00	(770.00) 496,070.00	0.84	Aa3 AA-
857449AE2	STATE STR BK TR 4.782 11/23/29	11/25/2024 11/26/2024	500,000.00	502,115.00 0.00	502,115.00	4.69	11/23/2029	1,211	100.35 501,740.00	(375.00) 502,115.00	0.85	Aa2 AA-
713448GB8	PEPSICO 4.600 02/07/30 '30	02/05/2025 02/07/2025	500,000.00	499,160.00 0.00	499,160.00	4.64	02/07/2030	1,287	100.05 500,225.00	1,065.00 499,160.00	0.85	A1 A+
717081EY5	PFIZER 1.700 05/28/30 '30	08/21/2025 08/22/2025	625,000.00	556,418.75 0.00	556,418.75	4.27	05/28/2030	1,397	89.26 557,881.25	1,462.50 556,418.75	0.95	A2 A
713448GH5	PEPSICO 4.300 07/23/30 '30	08/21/2025 08/22/2025	625,000.00	626,756.25 0.00	626,756.25	4.24	07/23/2030	1,453	99.15 619,687.50	(7,068.75) 626,756.25	1.05	A1 A+
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	09/22/2025 09/23/2025	800,000.00	803,696.00 0.00	803,696.00	4.05	09/15/2030	1,507	97.80 782,400.00	(21,296.00) 803,696.00	1.33	Aa3 A+
166756BJ4	CHEVRON USA 4.300 10/15/30 '30	10/20/2025 10/21/2025	500,000.00	506,945.00 0.00	506,945.00	3.98	10/15/2030	1,537	98.65 493,255.00	(13,690.00) 506,945.00	0.84	Aa2 AA-
02079KBK2	ALPHABET 4.100 02/15/31 '31	02/20/2026 02/23/2026	600,000.00	601,350.00 683.33	602,033.33	4.05	02/15/2031	1,660	96.96 581,778.00	(19,572.00) 601,350.00	0.99	Aa2 AA+
24422EYL7	JOHN DEERE CAP 4.200 03/10/31 MTN	03/09/2026 03/10/2026	1,000,000.00	1,004,170.00 0.00	1,004,170.00	4.11	03/10/2031	1,683	97.44 974,440.00	(29,730.00) 1,004,170.00	1.66	A1 A
30303MAF9	META PLATFORMS 4.550 05/15/31 '31	06/01/2026 06/02/2026	1,000,000.00	995,440.00 3,538.89	998,978.89	4.65	05/15/2031	1,749	97.57 975,670.00	(19,770.00) 995,440.00	1.66	Aa3 AA-
CORPORATE BONDS TOTAL			12,925,000.00	12,714,354.00 6,949.30	12,721,303.30	4.26		1,107	97.77 12,628,175.00	(86,179.00) 12,714,354.00	21.46	A+
CITY OF ALISO VIEJO TOTAL			59,898,175.30	58,783,248.14 24,765.48	58,808,013.62	3.94		716	58,841,821.08	58,572.94 58,783,248.14	100.00	AA-
GRAND TOTAL			59,898,175.30	58,783,248.14 24,765.48	58,808,013.62	3.94		716	58,841,821.08	58,572.94 58,783,248.14	100.00	AA-

Transaction Statement

CITY OF ALISO VIEJO									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	07/01/2026	07/02/2026	3133EWGK0	FED FARM CR BNKS 3.630 03/09/28 '27	1,150,000.00	1,138,902.50	13,103.29	(1,152,005.79)	4.23
	07/28/2026	07/31/2026	91282CRA1	US TREASURY 4.375 07/31/31	1,175,000.00	1,175,963.87	0.00	(1,175,963.87)	4.36
BUY TOTAL					2,325,000.00	2,314,866.37	13,103.29	(2,327,969.66)	4.29
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE		TOTAL	NET REALIZED GAIN/LOSS
MATURITY									
	07/31/2026	07/31/2026	62479MGX5	MUFG Bank, Ltd., New York Branch 0.0 07/31/2026	(1,105,000.00)	1,092,386.73		1,105,000.00	12,613.27
MATURITY TOTAL					(1,105,000.00)	1,092,386.73		1,105,000.00	12,613.27

Official website of the State of California



State of California
Office of the
State Treasurer

LAIF Monthly Statements

LAIF Monthly Statement

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

LAIF Account #: 98-30-007

July 2026 Statement

Effective Date	TXN Date	TXN Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/1/2026	7/1/2026	RW	1801804	1762500	NAOMI SENZIK	-300,000.00
7/6/2026	7/6/2026	RD	1801915	1762618	ANN EIFERT	300,000.00
7/14/2026	7/14/2026	RW	1802263	1762969	ANN EIFERT	-500,000.00
7/15/2026	7/14/2026	QRD	1804234	N/A	SYSTEM	119,354.88
7/21/2026	7/21/2026	RW	1804866	1765559	ANN EIFERT	-930,000.00

Account Summary

Beginning Balance:	12,225,642.13
Total Deposit:	419,354.88
Total Withdrawal:	-1,730,000.00
Ending Balance:	10,914,997.01



PMIA/LAIF Performance Report as of 08/12/26



Quarterly Performance Quarter Ended 06/30/26

LAIF Apportionment Rate ⁽²⁾ :	3.92
LAIF Earnings Ratio ⁽²⁾ :	0.00010743238142967
LAIF Administrative Cost ^{(1)*} :	0.22
LAIF Fair Value Factor ⁽¹⁾ :	0.998872382
PMIA Daily ⁽¹⁾ :	3.83
PMIA Quarter to Date ⁽¹⁾ :	3.81
PMIA Average Life ⁽¹⁾ :	269

PMIA Average Monthly Effective Yields⁽¹⁾

July	3.84
June	3.816
May	3.810
April	3.811
March	3.826
February	3.871

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 06/30/26 \$193.1 billion

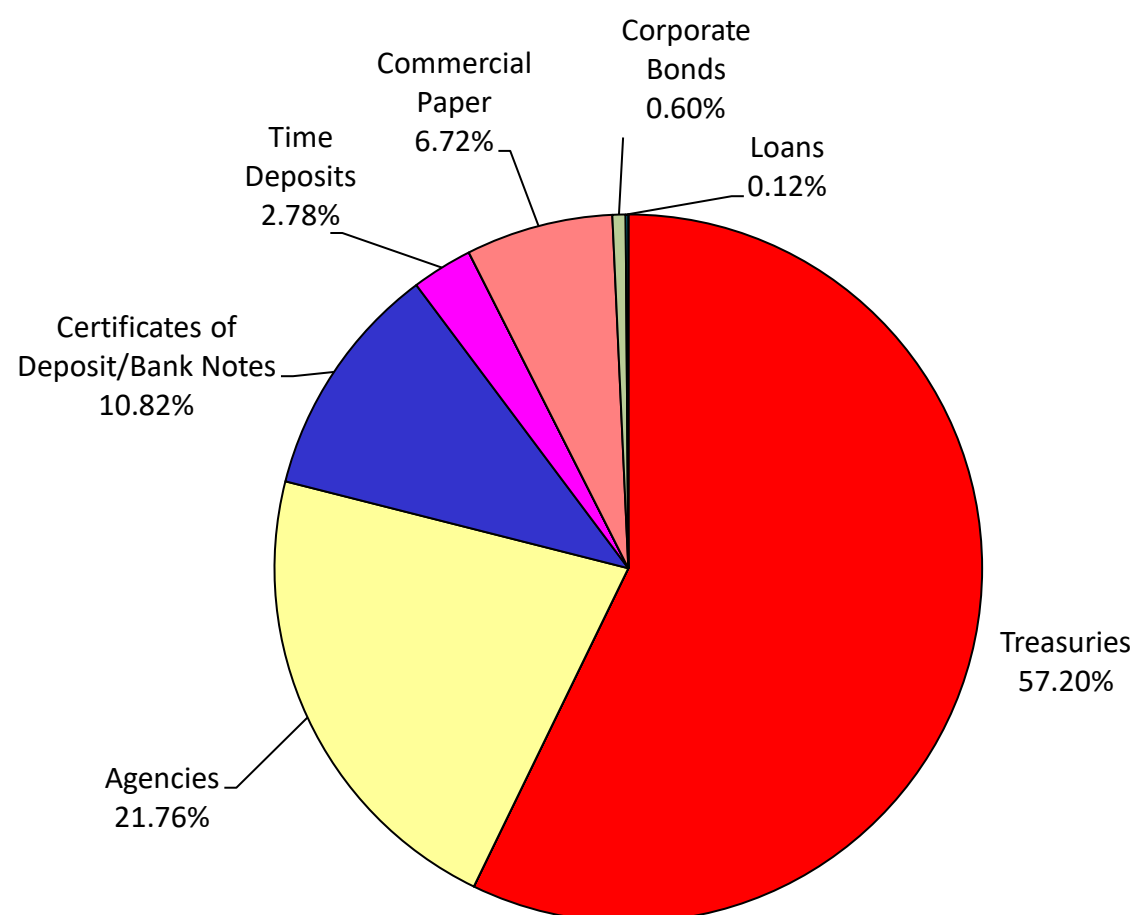


Chart does not include \$749,000.00 in mortgages, which equates to 0.0004%. Percentages may not total 100% due to rounding.

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).

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

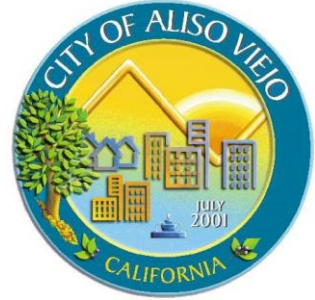
Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Aliso Viejo

AGENDA ITEM



DATE: September 16, 2026

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: RESOLUTION REAPPROPRIATING CERTAIN FISCAL YEAR 2025-26
FUND BALANCES AND AMENDING THE FISCAL YEAR 2026-27
BUDGET

Recommended Action:

Adopt Resolution No. 2026-XX reappropriating certain Fiscal Year (FY) 2025-26 fund balances and amending the Fiscal Year 2026-27 Budget.

Fiscal Impact:

A total budget appropriation in the amount of \$4,009,616 in special revenue funds is needed to be reappropriated to the FY 2026-27 Budget to complete various projects originally planned to be completed by June 30, 2026. These special revenue funds include Measure M, SB1, AQMD, Technology Grant, and Federal Grants.

Background/Discussion:

As part of the year-end closing process for FY 2025-26, staff has identified funding for various grants and projects that were approved and budgeted in FY 2025-26, but were unspent as of June 30, 2026. Staff recommends the following funds be re-appropriated to the FY 2026-27 Budget so that the projects can be completed. The projects and funds are outlined below.

Fund	Project Description	Amount
Fund 205-SB1 Fund 311-Street Improvements	Aliso Viejo Parkway Rehabilitation – Enterprise to Aliso Creek	\$1,556,581
Fund 204-Measure M Fund 311-Street Improvements	Cedarbrook Rehabilitation – Glenwood to Aliso Viejo Parkway	\$1,004,446
Fund 204-Measure M Fund 311-Street Improvements	Columbia and Argonaut – Design	\$30,000
Fund 221-AQMD Fund 311-Street Improvements	Bike Lanes	\$1,229,209
Fund 251-Federal Grants Fund 311-Street Improvements	CDBG ADA Pedestrian Signals	\$109,950
Fund 251-Federal Grants Fund 331-Street Improvements	CDBG ADA City Hall Front Counter Improvements	\$62,100
Fund 251-Federal Grants	CDBG Public Service Grants	\$5,425
Fund 241 Technology Grant	Electronic Voting Equipment	\$11,905
Total:		\$4,009,616

Attachment:

1. Resolution

RESOLUTION NO. 2026-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ALISO VIEJO, CALIFORNIA, REAPPROPRIATING
CERTAIN FISCAL YEAR 2025-26 FUND BALANCES AND
AMENDING THE FISCAL YEAR 2026-27 BUDGET**

WHEREAS, a review of the Fiscal Year 2025-26 operating and capital expenditures, and fund balances have been completed; and

WHEREAS, certain unexpended project balances as of June 30, 2026, require continuing appropriations to complete the projects; and

WHEREAS, it is necessary to amend the Fiscal Year 2026-27 Budget to reflect the carryover of certain budget appropriations.

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

Section 1: That the Fiscal Year 2026-27 Budget for the City of Aliso Viejo is hereby amended to include the following appropriations:

Fund	Project Description	Amount
Fund 205-SB1 Fund 311-Street Improvements	Aliso Viejo Parkway Rehabilitation – Enterprise to Aliso Creek	\$1,556,581
Fund 204-Measure M Fund 311-Street Improvements	Cedarbrook Rehabilitation – Glenwood to Aliso Viejo Parkway	\$1,004,446
Fund 204-Measure M Fund 311-Street Improvements	Columbia and Argonaut – Design	\$30,000
Fund 221-AQMD Fund 311-Street Improvements	Bike Lanes	\$1,229,209
Fund 251-Federal Grants Fund 311-Street Improvements	CDBG ADA Pedestrian Signals	\$109,950
Fund 251-Federal Grants Fund 331-Street Improvements	CDBG ADA City Hall Front Counter Improvements	\$62,100
Fund 251-Federal Grants	CDBG Public Service Grants	\$5,425
Fund 241 Technology Grant	Electronic Voting Equipment	\$11,905
Total:		\$4,009,616

Section 2: The Mayor shall sign this resolution and the City Clerk shall certify the adoption thereof.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2026.

Max Duncan
Mayor

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

CERTIFICATION OF ATTESTATION AND ORIGINALITY

I, MARIA KENDIG, City Clerk of the City of Aliso Viejo, California, do hereby attest to and certify that the foregoing Resolution No. 2026-__ to be the original resolution duly passed and adopted by the City Council at their regular meeting held on the 16th day of September, 2026, by the following roll call vote, to wit:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

Date: _____

Maria Kendig, CMC
City Clerk

City of Aliso Viejo

AGENDA ITEM



DATE: September 16, 2026

TO: Mayor and City Council

FROM: Michael Delgadillo, Assistant Planner
So Kim, Community Development Director

SUBJECT: CONDITIONAL USE PERMIT AND EXCEPTION PERMIT TO ESTABLISH
A LARGE OUTPATIENT MEDICAL OFFICE WITH A REDUCED NUMBER
OF REQUIRED PARKING SPACES AT 27412 ALISO CREEK ROAD
(USE-2026-01005 AND EXP-2026-01001).

Recommended Action:

Receive and file the Applicant's request to withdraw the application.

Fiscal Impact:

There is no fiscal impact.

Background:

On May 13, 2026, Robert Bunyan ("Applicant"), on behalf of Conner Newcomer and CNY Fertility, submitted an application to establish a large outpatient medical use ("Project") at 27412 Aliso Creek Road. On July 15, 2026, the City Council held a duly noticed public hearing and continued the item to September 16, 2026, at the Applicant's request. On August 31, 2026, the Applicant submitted a written request to withdraw the Project application because the Applicant was unable to move forward with the acquisition of the subject building.

Attachment:

1. Applicant's Withdrawal Letter

ROBERT BUNYAN & ASSOCIATES

REAL ESTATE CONSULTANTS

ENTITLEMENTS

PERMITTING

DEVELOPMENT

August 31, 2026

So Kim
Planning Director
City of Aliso Viejo
12 Journey
Aliso Viejo, CA 92656

Re: Application Withdrawal for CNY Fertility Clinics – USE-2026-01005

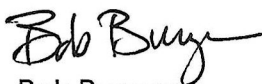
Dear Ms. Kim:

In April of this year, Robert Bunyan & Associates filed an application for a Conditional Use Permit for CNY Fertility Clinics for medical use at 27412 Aliso Creek Rd in Aliso Viejo. Unfortunately, CNY was unable to consummate the purchase of this building and, therefore, requested that I withdraw the CUP application.

We understand that the hearing on this application was rescheduled for the City Council on September 16, 2026. In view of this withdrawal, we presume that you and your staff will communicate to the Council that the item has been withdrawn.

We wish to thank you and our assigned planner, Michael Delgadillo, for all your assistance in this application.

Best regards,



Bob Bunyan
Principal

Cc: Connor Newcomer – CNY Fertility

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City of Aliso Viejo

AGENDA ITEM



DATE: September 16, 2026

TO: Mayor and City Council

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

SUBJECT: ADOPTION OF THE 2025-2026 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Actions:

1. Find that the 2025-2026 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 2025-2026 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 April 19, 2023, the City Council adopted the 2023-2027 Consolidated Plan, which is a multi-year strategy for using CDBG funds within the community. On May 7, 2025, the City Council approved the Annual Action Plan for the 2025-2026 fiscal year, which identified specific activities to be funded by CDBG during the year. The 2025-2026 reporting period is the third year of the City's 2023-2027 Consolidated Plan cycle.

The CDBG funding priorities for the 2025-2026 Annual Action Plan allocated \$355,678 (comprised of the City's 2025-26 CDBG grant of \$281,469, plus \$74,209 prior-year funds) toward the following activities:

- 1) Public facility and ADA improvements:
 - ADA improvements at City Hall - \$90,000
 - ADA improvements at Aliso Viejo Ranch - \$55,000
 - Accessible Pedestrian Systems (APS) pushbuttons - \$112,228
- 2) Public service grants:
 - Age Well Senior Services - \$8,300
 - Family Assistance Ministries - \$11,250
 - Parentis Foundation - \$6,175
 - South County Outreach - \$11,050
 - Stand Up For Kids - \$5,425
- 3) Program administration:
 - Fair Housing Services - \$4,250
 - CDBG Consultant and City Staff - \$52,000

CDBG funds were allocated for three accessibility improvement projects: ADA improvements to the City Hall public counter and conference room, installation of automatic ADA door openers at the AV Ranch facility, and upgrades to 19 pedestrian crosswalk push buttons with Accessible Pedestrian Signals (APS). Design for all projects began in August 2025 and was completed between September 2025 and April 2026. Construction contracts were awarded between December 2025 and May 2026, with construction activities underway or anticipated following fabrication, system compatibility reviews, and procurement. Planned improvements include a lowered public counter, improved conference room access and mobility, automatic door openers, and APS features such as audible tones, spoken messages, and vibrating surfaces to assist individuals with disabilities. All three projects are anticipated to be completed within the next few months.

With respect to public service grants, a total of \$36,775 was expended during FY 2025-26. Age Well provided meals to 54 homebound seniors, Family Assistance Ministries provided case management and support services to 13 formerly homeless individuals currently residing in permanent supportive housing, the Parentis Foundation provided reading intervention services for 32 lower-income children ages 6 to 11, and South County Outreach assisted seven individuals that benefited from rent/utility assistance. CDBG funds were allocated to Stand Up For Kids for homeless outreach services during the 2025-2026 reporting period; however, in October 2025, the agency informed the City that it would not accept grant funds because of requirements under the 2025 Executive Orders.

Administration of the program, which consists of fair housing services (which reported serving 46 Aliso Viejo households) and City staff and consultant time to implement the

program and fees for public notices, accounted for \$50,949 in FY 2025-26 CDBG expenditures, which is approximately 18 percent of grant funds.

CDBG-CV Performance Summary

CDBG-CV funds are limited to activities that prevent, prepare for, or respond to the impacts of the coronavirus. An Annual Action Plan Substantial Amendment 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.

No new activities were carried out with CDBG-CV funds during the reporting period. The last business grant was funded in November 2023, and CDBG-CV-funded public services ended in June 2024. During the FY 2025-2026 reporting period, CDBG-CV expenditures were limited to ongoing administrative and reporting tasks, totaling \$1,295. HUD requires that CDBG-CV funds be spent within six years; by the end of FY 2025-2026, the City had expended 86.9% of its CDBG-CV allocation. The grant is slated to end in September 2026, and the remaining \$54,218 balance will likely be reappropriated by HUD.

Environmental:

Staff recommends that the City Council find that 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 August 27, 2026, a notice was published in the Laguna Niguel News for a 15-day public comment period per HUD and local requirements. The CAPER was made available for public review and comment from September 1, 2026, through September 15, 2026.

Attachment:

1. 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER)



2025-2026

Community Development Block Grant

DRAFT Consolidated Annual Performance & Evaluation Report

Draft – August 24, 2026

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Attachments

- Attachment 1: PR03 - CDBG & CDBG-CV Activity Summary Report (GPR)
- Attachment 2: PR26 - CDBG & CDBG-CV Financial Summary Reports
- Attachment 3: Assessment of Fair Housing Plan
- Attachment 4: Public Notice & 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 2025-2026 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 2023–2027 Consolidated Plan. The CAPER will focus on annual goals and accomplishments for the period of July 1, 2025, through June 30, 2026 – the FY 2025-2026 reporting period. The FY 2025-2026 reporting period is the third year of the City's 2023-2027 Consolidated Plan cycle.

The 2025-2026 Annual Action Plan outlined an expenditure plan for the City's \$281,469 CDBG allocation plus \$74,209 in prior-year uncommitted funds (total of \$355,678). No prior-year or program income funds were 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 funded in FY 2025-2026 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. Aside from some administration expenditures, no new activities were carried out during FY 2025-2026 with CDBG-CV funds. HUD requires that CDBG-CV funds be spent within six years. By the end of FY 2025-2026, the City had expended 86.9% of its CDBG-CV allocation. The grant is slated to end in September 2026.

The 2023-2027 Consolidated Plan established the following five-year goals.

- Public Infrastructure and Facility Improvements: 5,000 City residents may benefit from installing or rehabilitating CDBG-funded public infrastructure improvements.
- Housing Preservation: 10 owner-occupied and one rental unit may be rehabilitated with CDBG-funded program resources.
- Homelessness Prevention (including homeless assistance): 1,350 individuals assisted with case management, food, rent/utility assistance, and housing
- Public Services: 450 individuals assisted with safety net services
- Program Administration: The City will provide resources to ensure oversight and coordination of the CDBG program.

Table 1 summarizes five-year goals and accomplishments and includes one-year goals and accomplishments for FY 2025-2026. **Attachment 1** summarizes FY 2025-2026 CDBG accomplishments. **Attachment 1** also summarizes FY 2025-2026 CDBG-CV activity; **Attachment 2** summarizes expenditures for both grants.

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)

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

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual Yr. Strategic Plan	5 Yr. Percent Complete	Expected FY 25-26 Program Year	Actual FY 25-26 Program Year	1 Yr. Percent Complete
Infrastructure and Facility Improvements	Non-Housing Community Development	CDBG: \$216,675	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5,000	2434	48.68%	1730	704	40.69%
Housing Preservation	Affordable Housing	CDBG: \$0	Rental units rehabilitated	Household Housing Unit	1	1	100.00%	0	0	0.00%
			Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%	0	0	0.00%
Homeless Continuum of Care	Homeless	CDBG: \$22,300	Homeless Support Services and Housing	Public service: Persons	1,250	405	32.40%	0	0	0.00%
				Overnight Shelter: Persons	50	34	68.00%	10	13	130.00%
				Homelessness Prevention: Persons	50	45	90.00%	7	7	100.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual Yr. Strategic Plan	5 Yr. Percent Complete	Expected FY 25-26 Program Year	Actual FY 25-26 Program Year	1 Yr. Percent Complete
Public Social Services	Non-Homeless Special Needs	CDBG: \$14,475	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	450	287	63.78%	75	86	114.67%
Program Administration	Administration	CDBG: \$50,949	Other	Other	5	3	60.00%	1	1	100.00%

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 2025-2026 Annual Action Plan, the City focused CDBG funds on public facility improvements, public services, and program administration. Overall, the City met most planned accomplishment goals for FY 2025-2026. The City's FY 2023-2024 ADA Ramp Installation project was completed during the reporting period; however, the capital projects funded in FY 2025-2026 experienced delays and will be completed in a later fiscal year. Detailed information regarding CDBG program accomplishments for the 2025-2026 reporting period is provided in **Attachment 1** (*PR03 - CDBG Activity Summary Report*).

FY 2025-2026 is the City's sixth (and final) year administering CDBG-CV funds. CDBG-CV expenditures during the FY 2025-2026 reporting period were limited to ongoing administrative and reporting tasks. With no additional activities using CDBG-CV funds, the City's uncommitted grant balance of \$54,218 will likely be reappropriated by HUD.

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)

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

	CDBG *
White	88
Black or African-American	3
Asian	5
American Indian or American Native	1
Native Hawaiian or Other Pacific Islander	0
Other*	9
Total	106
Hispanic	37
Not Hispanic	69

* By default, Table 2 excludes 9 multi-racial program beneficiaries reported in IDIS.

Narrative

According to the U.S. Census Bureau, most Aliso Viejo residents are White – 58.1% per the 2024 *American Community Survey 5-Year Estimates*. This data source also reports that 19.2% of the City’s population is Hispanic/Latino, and 16.7% is Asian – the City’s most prominent minority populations. Table 2 shows that approximately 83.0% of CDBG-funded program participants are White, 34.9% Hispanic/Latino, and 4.7% Asian. These percentages appear to be consistent with the City’s overall demographics. Based on accomplishment reports provided by CDBG subrecipients, approximately 92.5% of assisted households had an income of less than 50% of the County median income.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	\$355,678	\$304,399
Other	CDBG-CV	\$414,751	\$1,295

Narrative

The 2025-2026 Annual Action Plan allocated \$355,678 in CDBG funds for various activities. This total is comprised of the City's 2025 CDBG grant of \$281,469, plus \$74,209 prior-year funds. The City received no program income during the reporting period. As reported in Table 3, the City spent \$304,399 in CDBG funds during the reporting period. Additionally, the City used \$1,295 in CDBG-CV resources during the reporting period. Over five years, the City has spent \$360,533 in CDBG-CV funds – 86.9% of total CDBG-CV funds.

Identify the geographic distribution and location of investments

Table 4 – 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

Narrative

Table 3 identifies CDBG funds utilized during FY 2025-2026 to assist lower-income Aliso Viejo residents. **Attachment 2 (PR26 - CDBG Financial Summary Report)** provides additional information regarding CDBG expenditures.

The CARES Act of 2020 required that 100% of CDBG-CV funds be expended within six years. Through the end of FY 2025-2026, the City spent \$360,533 of CDBG-CV funds (86.9% of total CDBG-CV funds). An unexpended funds balance of \$54,218 is available at the end of the reporting period; no further grant expenditures are anticipated. Per the City's CDBG-CV agreement with HUD, all funds must be spent by September 2026. The City is awaiting instructions from HUD to begin the grant close-out process. A summary of CDBG-CV expenditures is included in **Attachment 2**.

Regarding the geographic expenditure of CDBG and CDBG-CV funds, all FY 2025-2026 funded activities were distributed citywide to benefit lower-income Aliso Viejo residents.

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 \$95,500 in state Permanent Local Housing Allocation (PLHA) resources was used to leverage CDBG funds during the FY 2025-2026 reporting period. Funds were used to preserve and maintain three City-owned deed-restricted affordable housing units for extremely low-income families and to provide supportive services for 1,178 individuals (housing stabilization, case management, and homelessness prevention assistance).

Aliso Viejo is a nearly built-out city with limited remaining vacant land designated for development; however, the City's current Housing Element identifies vacant and underutilized sites suitable for housing development. The Housing Element identifies ten sites with zoning to permit construction of up to 1,936 units; 54% of units could be designated for very low- and low-income households. In December 2025, the City Council approved a 61-townhome unit development, which included three units restricted to very low-income households. The project qualified under State Density Bonus Law and was eligible and approved for development standard waivers, including building and landscape setback reductions.

There is no requirement to match 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.

Table 5 – Number of Households

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
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	0	0

Table 6 – Number of Households Supported

	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	0	0
Total	0	0

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

The City did not allocate CDBG funds for housing activities during FY 2025-2026. However, during the current Consolidated Plan cycle, the City has completed the acquisition of a unit to be used as long-term transitional housing (FY 2023-2024). OCHA reports that it assisted 143 Aliso Viejo households with federal rental assistance vouchers or certificates during the 2025-2026 reporting period. This number is consistent with anticipated service levels.

Discuss how these outcomes will impact future annual action plans.

As indicated above, no housing activity was undertaken during the reporting period with CDBG funds; however, the City will evaluate implementing a housing improvement program during the 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.

Table 7 – Number of Households Served

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

* The City is not a recipient of HOME funds.

Narrative Information

Table 7 shows that the City anticipated it would not be using CDBG funds for housing activities during the 2025-2026 reporting period. OCHA reports that 143 Aliso Viejo extremely low-income and very low-income renter households received rental assistance during the 2025-2026 reporting period. A for-sale residential development was approved by the City during the reporting period; five percent of units are restricted for sale to very low-income buyers.

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 allocated CDBG funds to Stand Up For Kids for homeless outreach services during the 2025-2026 reporting period; however, in October 2025, the agency informed the City that it would not accept grant funds because of requirements under the 2025 Executive Orders.

A deputy sheriff was designated as the City's Homeless Liaison Officer. In this role, OC Sheriff personnel work directly with homeless individuals by assessing their needs and providing referrals and linkages to various local and regional services. The City also supported the County's Continuum of Care outreach and assessment strategy to address homelessness regionally.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City did not allocate CDBG funds for emergency shelter; however, it used CDBG funding to provide supportive services for homeless families residing in transitional housing. Thirteen individuals were assisted during the 2025-2026 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

The City allocated CDBG funds to South County Outreach (SCO) for their Homelessness Prevention program. SCO reports assisting seven Aliso Viejo residents with case management, food bank services, and rent or utility assistance to prevent the loss of housing or critical utilities. OCHA reports providing federal rental assistance vouchers and certificates (Continuum of Care Program Permanent Supportive Housing Certificates) to three homeless households in Aliso Viejo. Eight homeless veterans benefited from Veterans Affairs Supportive Housing (VASH) vouchers. Two households that were at risk of becoming homeless or were fleeing an abusive relationship received Emergency Housing Vouchers.

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 received Continuum of Care Program Permanent Supportive Housing Certificates, eight homeless veteran households received VASH vouchers, and two households received Emergency Housing 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 transitional housing. PLHA funds were used to provide supportive services to 1,178 individuals via case management, supportive services, and homelessness prevention assistance.

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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.

DRAFT

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 2025-2026 Annual Action Plan indicates that the City will address barriers to affordable housing by implementing the following actions:

- The City's Zoning Code contains regulations and procedures for approval of a density bonus and additional incentives for affordable or senior housing.
- The Zoning Code includes regulations and procedures for approving accessory dwelling units (ADUs) and junior accessory dwelling units consistent with current State law.
- The City will consider modifying parking and landscape requirements for qualified projects such as affordable or senior housing development.
- The City's General Plan identified several Community Benefit Overlay (CBO) areas where alternative development standards could be used to maximize development. CBO areas are typically identified in the General Plan with intensive future use.
- The General Plan requires that 15% of apartment units converted to condominiums be affordable to very-low- and low-income households. The City also requires that displaced tenants receive relocation assistance. All affordable ownership units are subject to affordability covenants restricting the sale to a low-income or very-low-income buyer.
- The City's Zoning Ordinance requires reasonable accommodations for persons with disabilities. For example, a waiver of setback requirements can be provided to ensure a paved path of travel for residents with mobility impairments.
- The City adopted a Green Building Program that offers incentives, such as expedited processing or fee waivers, when project proponents agree to incorporate environmentally sensitive, sustainable, and energy-efficient construction techniques into their projects.
- The City is developing permit-tracking software to streamline the development review process and reduce costs.

As previously reported, in December 2025, the City Council approved a 61-townhome unit development, which includes three units restricted to very low-income households. The project qualified under State Density Bonus Law and was eligible and approved for development standard waivers including building and landscape setback reductions.

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 2025-2026 Annual Action Plan indicates that the City will take specific steps to address the needs of underserved residents (seniors, people with disabilities, and the homeless). During the reporting period,

the City supported OCHA's efforts to obtain additional rental assistance funding, especially for senior and low-income households. OCHA reported assisting 98 senior households and 28 disabled households with rental assistance during the reporting period. Additionally, Age Well Senior Services provided Meals on Wheels services to 54 Aliso Viejo seniors.

During the reporting period, the City completed the construction of ADA-compliant sidewalk curb ramps and initiated three additional ADA-related public facility improvement projects. All projects aim to comply with current ADA regulations, providing seniors and people with disabilities with an improved, barrier-free path of travel.

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, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income, or other characteristics protected by law. The Fair Housing Foundation assisted 46 households during the 2025-2026 reporting period, including addressing 12 allegations of fair housing law discrimination, nine of which were resolved through counseling. The Fair Housing Foundation opened three cases for further investigation during the 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 them 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 5.1% of Aliso Viejo residents have incomes below the poverty line. The data further indicates that about 9.2% of City residents aged 65 and older and 3.6% 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. During the reporting period, OCHA provided rental assistance to 143 renter households, including 17 "family," 98 senior, and 28 disabled renter households.
- Family Assistance Ministries utilized CDBG funds to provide case management and supportive services to a lower-income household that recently transitioned from temporary housing to

permanent affordable housing.

- The Fair Housing Foundation educated and counseled 46 households regarding their rights to access safe and decent housing. Approximately 94% of households served are lower-income.

[1. POVERTY STATUS IN THE PAST 12 MONTHS, 2024 American Community Survey 5-Year Estimates, S1701.]

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

During FY 2025-2026, 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.

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 housing resources 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.

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 **Assessment of Fair Housing (AFH)** is the primary document for this purpose.

The **2025-2029 Orange County Regional Assessment of Fair Housing (OC-AFH)** is the primary document for this purpose. In addition to identifying impediments to fair housing in the county, a strategy to overcome these barriers must be developed and implemented; accomplishments are reported annually. In 2024, the City was one of 36 jurisdictions that participated in developing the OC-AFH. The City's OC-AFH Action Plan to affirmatively further fair housing, and the actions taken during the reporting period are 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 monitor subrecipients. This oversight provides program staff with the information needed to verify the accuracy of data supplied by subrecipients, ensure subrecipients carry out activities as described in their contracts, and ensure subrecipients use appropriate accounting and record-keeping methods related to the use of CDBG funds. Each grant year will typically begin with subrecipient training to discuss several topics, such as 1) a review of CDBG program goals, objectives, and subrecipient obligations; 2) a review of the content of the subrecipient agreements; and 3) a review of the regulations related to the CDBG program that impact subrecipient program implementation. For FY 2025-2026, this training was held in August 2025.

The City conducts on-site monitoring of subrecipients biennially unless program or administrative issues are identified or the grant recipient is new to CDBG. The City last conducted on-site monitoring during the FY 2024-2025 reporting period. Monitoring is anticipated during Fall or Winter 2026.

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 with the opportunity to review and comment on annual performance. The City has prepared construction, professional service, and subrecipient agreements 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 *Laguna Niguel News* on August 27, 2026, announcing a 15-day public comment period and City Council meeting for the 2025-2026 CAPER. The CAPER was made available for public review and comment from September 1, 2026, through September 15, 2026, 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 September 16, 2026. A copy of this notice and a summary of public comments are 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.

No changes or amendments to the FY 2025-2026 Annual Action Plan were undertaken during the reporting period.

Broadband Access: The City of Aliso Viejo consulted with *BroadbandNow*, a web-based organization dedicated to providing information regarding internet service. *BroadbandNow* has created a database of internet providers, detailing the availability and cost of their services. *BroadbandNow* reports that as of January 2025, 100% of Aliso Viejo residents have access to residential broadband service. Cox Communications provides cable and fiber broadband to 97.9% of Aliso Viejo properties. AT&T provides IPBB (a hybrid of fiber-copper wire technology), fiber, and 5G broadband to 88.7% of properties. Other 5G and satellite options are also available.

Most broadband service providers in Orange County participated in the Affordable Connectivity Program (ACP); however, as of February 2024, program funds have been exhausted. The ACP provided eligible households with a \$30 discount on monthly broadband internet service. Without program reauthorization, most broadband service providers have offered reduced-cost service to qualified low-income households. Cox offers Internet service to qualified households for \$9.95 per month. AT&T's Access program provides basic broadband internet service for low-income families for \$30 per month.

Hazard Mitigation: The City has prepared a Local Hazard Mitigation Plan (LHMP). The LHMP provides information to elected officials, public safety officials, City staff, and members of the public to help them understand the threats posed by natural and human-caused hazards in the community. The plan recommends specific proactive measures to mitigate the threat of disasters before they occur. The LHMP also assesses several potential natural hazards and how climate change affects their severity on the community and its residents. Hazards assessed include:

- Wildland and urban fires
- Severe weather
- Landslides
- Flooding

The LHMP assesses these threats and Aliso Viejo's vulnerabilities to future disasters. To undertake these threat assessments, staff consulted with various agencies, including the Orange County Fire Authority, Orange County Flood Control District, and the Orange County Sheriff's Department. Resident input was also solicited. The LHMP focuses on all City residents, not only lower-income residents.

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.

DRAFT

CR-58 – Section 3

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

Table 8 – Total Labor Hours

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	NA	NA	NA	NA
Total Labor Hours	701				
Total Section 3 Worker Hours	429				
Total Targeted Section 3 Worker Hours	0				

Table 9 – Qualitative Efforts - Number of Activities by Program

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 childcare					
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 & Opportunity Act.					
Other: Hired a low-income laborer	1				

Narrative

The City coordinated Section 3 compliance with its selected vendor for a capital project during the reporting period. Section 3 Labor Hours are reported in Tables 8 and 9.



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PGM Year: 2020
Project: 0005 - CDBG-CV Administration
IDIS Activity: 36 - CDBG-CV - Administration
Status: Completed 6/30/2026 12:00:00 AM
Location: ,

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

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

Initial Funding Date: 08/26/2023

Description:

On April 5, 2023, the City substantially amended the CDBG-CV action plan to reallocate \$5,000 from Activity #19 (Small Business Grants). The City used CV-admin funds during the FY 25-26 reporting period for administrative and reporting tasks. All CDBG-CV funds for this activity have been spent. The Activity is complete. The grant is slated to end on 9-1-26. Overall, the City used 86.9% of CDBG-CV funds. HUD will likely recapture the unexpended balance of \$54,218.10.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060606	\$5,000.00	\$1,295.00	\$5,000.00
Total	Total			\$5,000.00	\$1,295.00	\$5,000.00

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		



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

<i>Income Category:</i>	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.



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PGM Year: 2023
Project: 0005 - ADA Sidewalk Curb Ramps (Yr 2)
IDIS Activity: 41 - ADA Sidewalk Curb Ramps FY 23-24

Status: Completed 9/12/2025 12:00:00 AM
Location: 12 Journey Aliso Viejo, CA 92656-5335

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)

National Objective: LMC

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

Initial Funding Date: 09/22/2023

Description:

Installation of sidewalk curb ramps and domes to comply with current ADA regulations in 17 locations

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC060606	\$19,899.71	\$0.00	\$19,899.71
		2021	B21MC060606	\$37,618.29	\$21,333.56	\$37,618.29
		2023	B23MC060606	\$89,979.21	\$89,979.21	\$89,979.21
		2024	B24MC060606	\$103,083.79	\$103,083.79	\$103,083.79
Total	Total			\$250,581.00	\$214,396.56	\$250,581.00

Proposed Accomplishments

People (General) : 1,146

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	476	29
Black/African American:	0	0	0	0	0	0	47	0
Asian:	0	0	0	0	0	0	151	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	30	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	704
Female-headed Households:	0		0		0		
<i>Income Category:</i>							
	Owner	Renter	Total	Person			
Extremely Low	0	0	0	0			
Low Mod	0	0	0	0			
Moderate	0	0	0	704			
Non Low Moderate	0	0	0	0			
Total	0	0	0	704			
Percent Low/Mod	100.0%						

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The City initially allocated \$318,288 of FY23-24 CDBG funds for the installation of sidewalk curb ramps that comply with current ADA regulations. However, in November 2023, the City substantially amendment its Action Plan to reallocate \$245,000 of the funds to purchase an affordable housing unit which left \$73,288 for the project. To move forward with the curb ramp project, the City allocated additional funding in FY 24-25 for this project. Construction is anticipated to be completed by the end of FY 24/25.	
2024	An additional year of funding (\$177,293) has been allocated to the project. Due to the reallocation of funding, the project experienced delays. The project was out to bid in March 2025. Construction began in June 2025 and should be completed by October 2025.	
2025	The project has been completed. A total of 704 residents with disabilities (per HUD's CDBG Disability Data based on 2008-2012 ACS) will benefit from the public improvements.	



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PGM Year: 2025
Project: 0001 - ADA Improvements
IDIS Activity: 49 - ADA Improvements - 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: 10/09/2025

Description:

The activity includes the installation of automatic doors at City Hall

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC060606	\$37,434.37	\$0.00	\$0.00
		2024	B24MC060606	\$52,565.63	\$0.00	\$0.00
Total	Total			\$90,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 1,730

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



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Total: 0 0 0 0 0 0 0 0

Female-headed Households: 0 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
2025	CDBG funds allocated to enhance the accessibility of the public counter and conference room at City Hall. Planned improvements will lower part of the public counter to accommodate wheelchair users. Conference room improvements will widen the entryway and improve mobility within the room. Project design began in August 2025 and was completed in March 2026. The construction contract was awarded in May 2026, and construction began in the same month. Drawings of the proposed improvements and fabrication were underway at the end of the FY 25/26 reporting period. Once completed, demolition will begin, followed by the installation and construction of improvements. Construction is anticipated to be completed in September 2026. A portion of unused CDBG funds from the AV Ranch project (Activity #50) will be reallocated to the project.	



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PGM Year:	2025				
Project:	0001 - ADA Improvements				
IDIS Activity:	50 - ADA Improvements - Aliso Viejo Ranch				
Status:	Open	Objective:	Create suitable living environments		
Location:	100 Park Ave Aliso Viejo, CA 92656-2845	Outcome:	Availability/accessibility		
		Matrix Code:	Neighborhood Facilities (03E)	National Objective:	LMC

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

Initial Funding Date: 10/09/2025

Description:

The activity includes the installation of automatic doors at the Aliso Viejo Ranch Education and Events Center

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060606	\$44,251.61	\$0.00	\$0.00
		2025	B25MC060606	\$10,748.39	\$0.00	\$0.00
Total	Total			\$55,000.00	\$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



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Total: 0 0 0 0 0 0 0 0

Female-headed Households: 0 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
2025	CDBG funds allocated to upgrade existing entry doors at the AV Ranch facility to enhance accessibility. Existing doors will be upgraded with automatic ADA openers. Project design began in August 2025 and was completed in September 2025. The construction contract was awarded in December 2025, but the project was on hold to ensure the existing entry control system was compatible with planned upgrades. It is anticipated that construction will be completed in July 2026. It is anticipated that a portion of the allocated funds will be reprogrammed to City Hall ADA improvements (Act #49).	



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PGM Year:	2025		
Project:	0001 - ADA Improvements		
IDIS Activity:	51 - ADA Improvements - APS Pushbuttons		
Status:	Open	Objective:	Create suitable living environments
Location:	12 Journey Aliso Viejo, CA 92656-5335	Outcome:	Availability/accessibility
		Matrix Code:	Street Improvements (03K)
		National Objective:	LMC

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

Initial Funding Date: 10/09/2025

Description:

Installation of Accessible Pedestrian Systems (APS) at various intersections and crosswalks throughout the City, creating a more navigable environment

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060606	\$112,228.00	\$2,278.11	\$2,278.11
Total	Total			\$112,228.00	\$2,278.11	\$2,278.11

Proposed Accomplishments

People (General) : 1,730

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



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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
2025	CDBG funds allocated to upgrade 19 pedestrian crosswalk push buttons to Accessible Pedestrian Signals (APS), which provide non-visual cues such as audible tones, spoken voice messages, and vibrating surfaces to assist pedestrians with visual, auditory, or other disabilities in safely crossing an intersection. Project design began in August 2025, but was completed in April 2026. The construction contract was awarded in April 2026, and construction began in mid-June 2026. It is anticipated that construction will be completed in August 2026.	



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PGM Year:	2025		
Project:	0002 - Age Well Senior Services		
IDIS Activity:	52 - Age Well Senior Services		
Status:	Completed 6/30/2026 12:00:00 AM	Objective:	Create suitable living environments
Location:	12 Journey Citywide Aliso Viejo, CA 92656-5335	Outcome:	Availability/accessibility
		Matrix Code:	Senior Services (05A)
		National Objective:	LMC

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

Initial Funding Date: 10/09/2025

Description:

Meals on Wheels for homebound seniors

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060606	\$8,300.00	\$8,300.00	\$8,300.00
Total	Total			\$8,300.00	\$8,300.00	\$8,300.00

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	47	6
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	4	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	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	54	6



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	40
Low Mod	0	0	0	7
Moderate	0	0	0	7
Non Low Moderate	0	0	0	0
Total	0	0	0	54
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funds allocated to support Meals on Wheels services for homebound Aliso Viejo seniors. A total of 54 seniors were assisted during the FY 25-26 reporting period. Each delivery included breakfast, a hot lunch, and a cold meal for dinner. The Activity is complete.	



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PGM Year: 2025
Project: 0003 - Fair Housing Foundation
IDIS Activity: 53 - Fair Housing Foundation
Status: Completed 6/30/2026 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Fair Housing Activities (subject to 20% Admin Cap) (21D)
National Objective:

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

Initial Funding Date: 10/09/2025

Description:

Fair housing outreach, education, and enforcement services to affirm fair housing in the community.
A total of 46 households were assisted during the FY 25-26 reporting period.
93.5% of households served were lower-income residents.
Twelve (12) fair housing law allegations were received: 1 mental disability, 10 physical disability & 1 familial status.
Nine were resolved through counseling, but 3 case was opened for further investigation.
Landlord/Tenant counseling primarily addressed issues related to habitability, lease terms, notices, and rent increases.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060606	\$4,250.00	\$4,250.00	\$4,250.00
Total	Total			\$4,250.00	\$4,250.00	\$4,250.00

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		



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

<i>Income Category:</i>	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.



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PGM Year:	2025		
Project:	0004 - Family Assistance Ministries		
IDIS Activity:	54 - Family Assistance Ministries		
Status:	Completed 6/30/2026 12:00:00 AM	Objective:	Create suitable living environments
Location:	100 Park Ave Citywide Aliso Viejo, CA 92656-2845	Outcome:	Availability/accessibility
		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: 10/09/2025

Description:

Case management and support services for families with children residing in transitional housing, and case management and direct client aid (emergency rent and utility assistance to prevent eviction or termination of utility services)

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060606	\$11,250.00	\$11,250.00	\$11,250.00
Total	Total			\$11,250.00	\$11,250.00	\$11,250.00

Proposed Accomplishments

People (General) : 10

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	13	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



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Total: 0 0 0 0 0 0 13 0

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	13
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	13
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funds allocated to support the operation of transitional shelter for homeless families with children. In addition to housing, clients received case management and referrals to supportive services. A total of 13 individuals benefited from shelter and services during the FY 25/26 reporting period. The Activity is complete.	



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PGM Year:	2025		
Project:	0005 - Parentis Foundation		
IDIS Activity:	55 - Parentis Foundation		
Status:	Completed 8/10/2026 2:35:31 PM	Objective:	Create suitable living environments
Location:	12 Journey Citywide Aliso Viejo, CA 92656-5335	Outcome:	Availability/accessibility
		Matrix Code:	Youth Services (05D)
		National Objective:	LMC

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

Initial Funding Date: 10/09/2025

Description:

One-on-one reading support for students who do not read at grade level - tutoring is provided by trained older adult volunteers for an entire school year

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060606	\$6,175.00	\$6,175.00	\$6,175.00
Total	Total			\$6,175.00	\$6,175.00	\$6,175.00

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	26	26
Black/African American:	0	0	0	0	0	0	1	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	5	5
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	32	31



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	31
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	1
Total	0	0	0	32
Percent Low/Mod				96.9%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funds were used to support one-on-one reading support services for students who do not read at grade level. Tutoring is provided by trained older adult volunteers for an entire school year. A total of 32 students were assisted during the FY 25-26 reporting period. The Activity is complete.	



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PGM Year:	2025				
Project:	0006 - Stand Up For Kids				
IDIS Activity:	56 - Stand Up For Kids				
Status:	Canceled 10/9/2025 12:00:00 AM	Objective:	Create suitable living environments		
Location:	12 Journey Citywide Aliso Viejo, CA 92656-5335	Outcome:	Availability/accessibility		
		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: 10/09/2025

Description:

Outreach and engagement services for homeless youths aged 12 to 24.
In October 2025, the agency's Executive Director notified the City that the agency would decline the grant funds.
The Activity is CANCELLED.
A total of \$5,425 (2025 funds) will be available to reallocate.

Financing

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

Proposed Accomplishments

People (General) : 6

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



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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

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



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PGM Year: 2025

Project: 0007 - South County Outreach

IDIS Activity: 57 - South County Outreach

Status: Completed 6/30/2026 12:00:00 AM

Location: 12 Journey Citywide Aliso Viejo, CA 92656-5335

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Subsistence Payment (05Q)

National Objective: LMC

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

Initial Funding Date: 10/09/2025

Description:

Case management and direct client aide (emergency rent and utility assistance to prevent eviction or termination of utility services)

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060606	\$11,050.00	\$11,050.00	\$11,050.00
Total	Total			\$11,050.00	\$11,050.00	\$11,050.00

Proposed Accomplishments

People (General) : 7

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	7	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	7	0



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	6
Low Mod	0	0	0	1
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	7
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funds allocated to support case management and direct client aid (emergency rent and utility assistance to prevent eviction or termination of utility services). A total of 7 lower-income Aliso Viejo residents were assisted during the FY 25-26 reporting period. Residents received rent and/or utility assistance. The Activity is complete.	



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PGM Year:	2025	
Project:	0008 - CDBG Program Administration	
IDIS Activity:	58 - CDBG Program Administration	
Status:	Completed 6/30/2026 12:00:00 AM	Objective:
Location:	,	Outcome:
		Matrix Code: General Program Administration (21A)
		National Objective:

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

Initial Funding Date: 10/09/2025

Description:

CDBG program administration, including preparation of required applications and reports.
The Activity is complete.
An unexpended balance of \$5,300.87 (2025 funds) will be available to reprogram.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060606	\$46,699.13	\$46,699.13	\$46,699.13
Total	Total			\$46,699.13	\$46,699.13	\$46,699.13

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



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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.



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Total Funded Amount:	\$600,533.13
Total Drawn Thru Program Year:	\$345,583.24
Total Drawn In Program Year:	\$305,693.80



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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	348,648.17
02 ENTITLEMENT GRANT	281,469.00
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)	630,117.17

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	253,449.67
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	253,449.67
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	50,949.13
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)	304,398.80
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	325,718.37

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	253,449.67
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	253,449.67
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: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	36,775.00
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)	36,775.00
32 ENTITLEMENT GRANT	281,469.00
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)	281,469.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.07%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	50,949.13
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)	50,949.13
42 ENTITLEMENT GRANT	281,469.00
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)	281,469.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	18.10%



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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
2025	1	51	7182898	ADA Improvements - APS Pushbuttons	03K	LMC	\$2,278.11
					03K	Matrix Code	\$2,278.11
2023	5	41	7064269	ADA Sidewalk Curb Ramps FY 23-24	03L	LMC	\$214,396.56
					03L	Matrix Code	\$214,396.56
2025	4	54	7182898	Family Assistance Ministries	03T	LMC	\$11,250.00
					03T	Matrix Code	\$11,250.00
2025	2	52	7128778	Age Well Senior Services	05A	LMC	\$2,075.00
2025	2	52	7144172	Age Well Senior Services	05A	LMC	\$2,075.00
2025	2	52	7152666	Age Well Senior Services	05A	LMC	\$2,075.00
2025	2	52	7182898	Age Well Senior Services	05A	LMC	\$2,075.00
					05A	Matrix Code	\$8,300.00
2025	5	55	7128778	Parentis Foundation	05D	LMC	\$650.00
2025	5	55	7144172	Parentis Foundation	05D	LMC	\$2,160.00
2025	5	55	7152666	Parentis Foundation	05D	LMC	\$2,160.00
2025	5	55	7182898	Parentis Foundation	05D	LMC	\$1,205.00
					05D	Matrix Code	\$6,175.00
2025	7	57	7144172	South County Outreach	05Q	LMC	\$3,700.00
2025	7	57	7152666	South County Outreach	05Q	LMC	\$5,005.00
2025	7	57	7182898	South County Outreach	05Q	LMC	\$2,345.00
					05Q	Matrix Code	\$11,050.00
Total							\$253,449.67

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
2025	4	54	7182898	No	Family Assistance Ministries	B25MC060606	EN	03T	LMC	\$11,250.00
								03T	Matrix Code	\$11,250.00
2025	2	52	7128778	No	Age Well Senior Services	B25MC060606	EN	05A	LMC	\$2,075.00
2025	2	52	7144172	No	Age Well Senior Services	B25MC060606	EN	05A	LMC	\$2,075.00
2025	2	52	7152666	No	Age Well Senior Services	B25MC060606	EN	05A	LMC	\$2,075.00
2025	2	52	7182898	No	Age Well Senior Services	B25MC060606	EN	05A	LMC	\$2,075.00
								05A	Matrix Code	\$8,300.00
2025	5	55	7128778	No	Parentis Foundation	B25MC060606	EN	05D	LMC	\$650.00
2025	5	55	7144172	No	Parentis Foundation	B25MC060606	EN	05D	LMC	\$2,160.00
2025	5	55	7152666	No	Parentis Foundation	B25MC060606	EN	05D	LMC	\$2,160.00
2025	5	55	7182898	No	Parentis Foundation	B25MC060606	EN	05D	LMC	\$1,205.00
								05D	Matrix Code	\$6,175.00
2025	7	57	7144172	No	South County Outreach	B25MC060606	EN	05Q	LMC	\$3,700.00
2025	7	57	7152666	No	South County Outreach	B25MC060606	EN	05Q	LMC	\$5,005.00
2025	7	57	7182898	No	South County Outreach	B25MC060606	EN	05Q	LMC	\$2,345.00
								05Q	Matrix Code	\$11,050.00
Total				No	Activity to prevent, prepare for, and respond to Coronavirus					\$36,775.00



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
2025	8	58	7128778	CDBG Program Administration	21A		\$19,678.31
2025	8	58	7144172	CDBG Program Administration	21A		\$3,055.00
2025	8	58	7152666	CDBG Program Administration	21A		\$4,175.00
2025	8	58	7177853	CDBG Program Administration	21A		\$15,267.07
2025	8	58	7182898	CDBG Program Administration	21A		\$4,523.75
					21A	Matrix Code	\$46,699.13
2025	3	53	7144172	Fair Housing Foundation	21D		\$2,122.83
2025	3	53	7152666	Fair Housing Foundation	21D		\$1,045.25
2025	3	53	7182898	Fair Housing Foundation	21D		\$1,081.92
					21D	Matrix Code	\$4,250.00
Total							\$50,949.13



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PR26 - CDBG-CV Financial Summary Report
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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	355,532.90
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	5,000.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	360,532.90
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	54,218.10

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	355,532.90
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	355,532.90
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	355,532.90
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	332,049.50
17 CDBG-CV GRANT	414,751.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	80.06%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	5,000.00
20 CDBG-CV GRANT	414,751.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	1.21%



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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
			6872985	CDBG-CV1&3 - South County Outreach	05Q	LMC	\$43,087.15
			6929482	CDBG-CV1&3 - South County Outreach	05Q	LMC	\$56,912.85
		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
			6932072	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
			6833333	CDBG-CV1 - Small Business Loans	18A	LMJ	\$10,000.00
Total							\$355,532.90

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



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	3	18	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
			6872985	CDBG-CV1&3 - South County Outreach	05Q	LMC	\$43,087.15
			6929482	CDBG-CV1&3 - South County Outreach	05Q	LMC	\$56,912.85
		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
			6932072	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							\$332,049.50

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
2020	5	36	6929482	CDBG-CV - Administration	21A		\$935.00
			6967460	CDBG-CV - Administration	21A		\$2,000.00
			6986397	CDBG-CV - Administration	21A		\$605.00
			7051918	CDBG-CV - Administration	21A		\$165.00
			7128778	CDBG-CV - Administration	21A		\$1,295.00
Total							\$5,000.00

Aliso Viejo Assessment of Fair Housing Plan

Issue: Concentration Most of the city is considered an area of high White concentration, except for a few neighborhoods with low-medium concentration (which are predominantly White) in the northern and eastern parts of the city. Since 1990, concentration levels have increased but remain low.		
Contributing Factors: 1. Location and type of affordable housing. 2. Limited access to opportunity due to high housing costs. 3. Insufficient fair housing outreach and enforcement. 4. Availability of affordable housing. 5. Availability of affordable units in a range of sizes. 6. Insufficient Housing Choice Vouchers. 7. Displacement of residents due to economic pressures.		
Actions	Timeframe:	FY 25/26 Activity
<i>Expand access to opportunity for all protected classes through the following actions:</i>		
1. Identify sites in high opportunity areas for new housing development	Annually & Ongoing	The City encouraged a range of affordable housing types by implementing Housing Element programs & reviewing development opportunities. In several instances, residential developers identified sites designated or zoned for office & light industrial uses. When feasible, the City worked with applicants to streamline rezoning & entitlement applications, which helped convert appropriate sites to residential or mixed-use development & supported the creation of affordable housing opportunities.
2. Review policies and programs that increase the supply	Annually & Ongoing	The City continued to evaluate & implement housing policies & programs that support the expansion of housing opportunities. In Dec 2025, the City amended its ADU ordinance to

		further reduce barriers to accessory dwelling unit development, streamline the approval process & ensure compliance with State law.
3. Conduct a landlord/tenant education campaign on fair housing laws	Annually & Ongoing	Ongoing with assistance of the Fair Housing Foundation (FHF). FHF conducted 1 fair housing workshop for tenants, landlords & property managers. FHF also attended 2 community events at which fair housing educational materials were provided.
4. Encourage development of a range of affordable housing types	Annually & Ongoing	The City encouraged a range of affordable housing types through the implementation of Housing Element programs & review of development opportunities. The City also continued to work closely with developers proposing affordable housing projects to help streamline the development review process, reduce barriers where feasible & facilitate the delivery of affordable housing units that meet the community's diverse housing needs.
5. Encourage the development of ADUs	Annually & Ongoing	The City continued to encourage ADU development by providing information & assistance to property owners. In Dec 2025, the City amended its ADU ordinance to further reduce barriers to accessory dwelling unit development, streamline the approval process & ensure compliance with State law.
6. Promote Housing Choice Vouchers	Annually & Ongoing	The City made five referrals to the Orange County Housing Authority for Housing Choice Vouchers.
7. Educate renters about their rights	Annually & Ongoing	FHF addressed 46 tenant/landlord issues & 12 allegations of fair housing violations

Issue: Disparities in Access to Opportunities

Based on analysis of fair housing complaint data, individuals with disabilities may disproportionately experience discrimination in housing.

Contributing Factors:

1. Lack of outreach and education regarding supportive services for individuals with disabilities.
2. Lack of education regarding resources available in the City and County, such as schools, transportation, and other in-home or community resources, for individuals with disabilities and single female-headed households.

Actions	Timeframe	FY 25/26 Activity
<i>Bring existing resources to protected classes through the following actions:</i>		
1. Review and amend (if necessary) Reasonable Accommodation regulations and procedures	Review & amend regulations & procedures by the end of FY 25/26	The City reviewed its Reasonable Accommodation code section and found that no amendments were necessary. The regulations provide flexibility or waive certain land use, zoning & building requirements when needed to remove housing barriers for individuals with disabilities. The application is available on the City's website.
2. Provide information on supportive services for individuals with disabilities, single female-headed households, and homeless individuals via the OC Social Services Agency	Conduct annually by Dec. 31st of each year	The City continued to provide information on supportive services & connect residents to OC Social Services Agency resources, as needed.
3. Partner with OCTA and publish public transit program info (OC Flex, OC ACCESS Service, and youth rider free pass)	Conduct bi-annually by Dec. 31st of each year	The City continued to share public transit program information, including OCTA services & available rider programs. Information is made available on the City's website.

Issue: Disproportionate Housing Needs

The City's 2021-2029 *Housing Element* identified substandard housing conditions for low-income households as an issue facing low-income residents in the city. Additionally, housing cost burden is an issue for renters throughout Orange County.

Contributing Factors:

Substandard housing conditions due to:

1. Insufficient affordable and healthy homes for very-low incomes.
2. Lack of outreach and education on code enforcement.
3. Insufficient funding for repairs or rehabilitation.
4. Via Iglesia neighborhood has homes in need of repairs

Actions	Timeframe	FY 25/26 Activity
<i>Reduce the existence of substandard housing conditions through the following actions:</i>		
1. Add information about the City's Code Enforcement service on the City's website for renters and owners	Add information on the City's website by the end of FY 25/26. Annually, conduct 1 informational campaign on Code Enforcement services with the goal of reaching at least 10 renters & 10 owners	The City continued to provide Code Enforcement information to renters & owners & maintained related information on the City's website.
2. Create educational materials about healthy homes, and post information on the City's website	Educational materials to be completed by the end of FY 25/26 and posted to the City's website annually	The City continued to provide healthy homes information & will post educational materials on the City's website.



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

NOTICE IS HEREBY GIVEN that on Wednesday, September 16, 2026, at 7:00 pm (or as soon thereafter as possible), the City Council of the City of Aliso Viejo will hold a public meeting to consider the following:

APPROVAL AND AUTHORIZATION TO SUBMIT THE CITY OF ALISO VIEJO'S 2025-2026 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

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

2025-2026 CAPER

The City of Aliso Viejo receives Community Development Block Grant (CDBG) funds, awarded 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. The primary beneficiaries of CDBG 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 2025-2026 CAPER covers the period of July 1, 2025, through June 30, 2026, and provides a summary of activities undertaken with CDBG funds during the reporting period.

Public Comment Period

The draft 2025-2026 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 1, 2026, and end on September 15, 2026. 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 15, 2026, to Rose Rivera, Senior Planner, City of Aliso Viejo, 12 Journey, Suite 100, Aliso Viejo, California 92656, or by email to rivera@avcity.org. Comments will continue to be accepted during the public meeting through the close of the public comment period. Please reference the 2025-2026 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 Maria Kendig, Director of Government Services/City Clerk, City of Aliso Viejo, 12 Journey, Suite 100, Aliso Viejo, California 92656. Please reference the title and date of the meeting in any correspondence.

If you wish to challenge the above matter 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 5:30 pm on September 10, 2026. 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/Maria Kendig, CMC
City Clerk

SUMMARY OF PUBLIC COMMENTS

15-DAY COMMENT PERIOD

TBD

CITY COUNCIL MEETING

TBD

City of Aliso Viejo

AGENDA ITEM



DATE: September 16, 2026

TO: Mayor and City Council

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

SUBJECT: RENEWAL OF THE LEASE AGREEMENT WITH FAMILY ASSISTANCE
MINISTRIES FOR 35 PLAYA CIRCLE

Recommended Actions:

1. Find that the lease of the property is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
2. Approve the renewal of the lease agreement between the City and Family Assistance Ministries ("FAM") for the property at 35 Playa Circle and direct the City Manager to take all necessary steps to execute the lease of the property.

Fiscal Impact:

Approval of the recommended action results in the City leasing the property to FAM for \$1 a month during the proposed one-year term.

Background:

On March 17, 2021, the City Council approved the purchase of the residential unit located at 35 Playa Circle (the "Property"). The unit, built in 2007, is a 1,162 square foot condominium with two bedrooms and two and a half bathrooms located in the Glenwood Community. It is one of 43 affordable units in the neighborhood that was set aside for low-income households. On July 12, 2021, the City entered into an agreement with FAM to lease the unit for use as transitional housing for eligible individuals and families.

Discussion:

The proposed lease would establish a one-year term from 2026 through 2027, with FAM serving as the City's tenant at a rent of \$1 per month. The one-year term is recommended because staff will be issuing a Request for Proposals (RFP) for future transitional housing and case management services later this year. The one-year lease term provides the City

with the flexibility to evaluate service providers and ensure the continued delivery of effective transitional housing and supportive services through a competitive procurement process.

Under the terms of the Agreement, FAM has the authority to sublease the unit to eligible low- or lower-income households, subject to its established program requirements, including residency in or ties to Aliso Viejo, applicant screening based on credit, rental history, eviction history, and criminal background. FAM will also be responsible for administering supportive housing services, including conducting regular unit visits, connecting residents to services to improve financial stability, and assisting residents in securing permanent housing within a maximum of 24 months. Sublessees may be required to pay rent based on income, with any collected funds used to offset program-related costs.

Environmental:

This action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), as it involves the lease of an existing affordable housing unit with no expansion of use. The proposed activity is limited to the continued use of an existing private structure for residential purposes. Furthermore, none of the exceptions to the use of a categorical exemption apply, as the project would not result in significant cumulative impacts, unusual circumstances, impacts to scenic highways, hazardous waste sites listed pursuant to Government Code Section 65962.5, or historical resources.

Public Notice:

The item was publicly noticed under normal agenda procedures.

Attachment:

1. Draft Lease Agreement between the City and Family Assistance Ministries
2. FAM Program Guidelines

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (the “Lease”) is dated as of September 16, 2026, and is entered into between the City of Aliso Viejo, a California municipal corporation (“Landlord”) and Family Assistance Ministries, a California public benefit corporation (“Tenant”). The Landlord and Tenant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1. PROPERTY:

- A.** Landlord rents to Tenant, and Tenant rents from Landlord, the property located at 35 Playa Circle, Aliso Viejo, CA 92656, APN No. 623-641-18 (the “Premises”).
- B.** The purpose of this Lease is to allow Tenant to oversee and manage the use of the Premises for temporary, transitional housing for people or families who meet the qualifications set forth herein. Tenant shall be responsible for ensuring that all Authorized Occupants, as defined below, are appropriately screened, monitored, and supported in accordance with the goals and requirements of the transitional housing program, and that the Premises are managed in a manner that maintains the safety, order, and integrity of the surrounding community. Tenant shall take prompt and appropriate action to address any conduct by Authorized Occupants or their guests that violate the terms of this Lease, disrupt the neighborhood, or jeopardize the City’s interests in the use of the Premises. Tenant shall also be responsible for following and implementing the Program Guidelines, as defined below.
- C.** The Premises are for the sole use as occupancy as a personal residence by Tenant’s subtenant(s) who shall meet the following criteria (hereinafter, “Authorized Occupants”):
 - 1. Subtenant(s) shall be individuals or families who, at the time of initial occupancy of the Premises and continuously thereafter, until the end of his, her, or their subtenant term, are a Qualified Household, and who shall pay an Affordable Rent, as defined below. “Qualified Household” shall mean an individual or family that qualifies as an extremely low or lower income household based on the area median income (AMI), as defined in California Health and Safety Code Section 50053 and accompanying regulations of the California Department of Housing and Community Development (“HCD”), as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time.
 - 2. Authorized Occupants shall meet the criteria of Tenant Interim Housing Program (“Program”) Guidelines at all times during the term of any sublease. The Program Guidelines are attached hereto as Exhibit “A” and incorporated herein by reference, and may be updated from time-to-time by Tenant with Landlord’s approval, which shall not be unreasonably withheld.

- D.** Occupancy in the Premises shall be limited to Authorized Occupants and further limited to no more than two persons per bedroom, plus one additional person.
- E.** To the maximum extent authorized by law, Tenant shall give priority to individuals or families currently located in the City as potential Authorized Occupants. Tenant shall only sublease the Premises for occupancy by Authorized Occupants in accordance with the terms and conditions of this Lease.
- F.** Tenant and Authorized Occupants shall execute a sublease agreement in a form that is approved by Landlord and Landlord's general counsel, and such sublease shall incorporate the salient provisions of this Lease (the "Sublease") to which Authorized Occupants shall be bound. All rights of Authorized Occupants are subject to the terms and provisions of this Lease and to any termination thereof. Among other things, Landlord shall be a third-party beneficiary to any Sublease and shall have the right, but not the obligation, to enforce any and all provisions of any Sublease. The Parties hereby recognize this Lease, and any Sublease formed pursuant to this Lease, are provided solely for the purpose of granting temporary, transitional housing for participants of the Tenant's assistance Program. Thus, the Parties shall work together, in good faith, to ensure anyone entering into a Sublease is aware of the temporary nature of their occupancy and the Parties will work together to remove any Authorized Occupant who refuses to vacate the Premises at the end of the temporary term established in their Sublease or otherwise violates the terms of the Program, Lease, Sublease, or any other the Authorized Occupant agreement relating to the use of the Premises or participation in the Program.
- G.** The Parties further recognize that this Lease agreement, including all Subleases, are subject to rules and laws applicable to affordable housing, including landlord-tenant laws of the State of California and fair housing requirements. The Parties will therefore work collaboratively to ensure compliance with all applicable laws. Landlord will provide written notice to Tenant of any changes to the applicable law and will work with Tenant to revise this Lease and/or the Subleases as necessary to ensure continued compliance with all applicable laws.
- H.** Tenant covenants and agrees for itself, its successors, its assigns and every successor-in-interest to all or any portion of the Premises, that there shall be no discrimination against or segregation of any person, or group of persons, on account of gender, sexual orientation, marital status, race, color, religion, creed, national origin or ancestry in the sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall Tenant, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of subtenant of the Premises. To that end, Tenant shall provide in each Sublease pertaining to the Premises, or any part thereof, substantially the following non-discrimination or non-segregation provision: "The Subtenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this sublease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of

persons, on account of race, color, creed, religion, gender, sexual orientation, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein subleased nor shall the subtenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy in the premises herein subleased.”

- I. Prior to approving a potential Sublease or any extension of a Sublease with an actual or potential Authorized Occupant, Tenant shall determine whether the individual or family would be or qualifies as an Authorized Occupant, including determination of Qualified Household income both to establish eligibility to enter into a Sublease and to establish the rent payment requirements for the Authorized Occupant as set forth below. The process described in this section is deemed the “Income Verification Process.” At the time of initial application, Tenant shall require potential Authorized Occupant(s) to complete an Income Certification Form, which shall be substantially in the form of Exhibit “B,” attached hereto and incorporated herein by reference, and shall certify the accuracy of the information provided on such form. On or before January 1st of each calendar year during a Sublease term and within sixty (60) days following the expiration of a Sublease term, Tenant shall require the current Qualified Household occupying the Premises to recertify the Qualified Household’s income on the Income Certification Form. Tenant shall make a good faith effort to verify the accuracy of income information provided in any Income Certification Form by a potential Authorized Occupant by taking one or more of the following steps, as reasonably required or indicated: (1) obtain an income tax return and copy of each W2 Wage and Earnings Statement for the most recently concluded income tax year; (2) conduct a credit reporting agency or similar search; (3) obtain an income verification form from the potential ‘Authorized Occupant’s current employer(s); (4) obtain an income verification form from the United States Social Security Administration and/or the California Department of Social Services, if the potential Authorized Occupant receives assistance from either of such agencies; or (5) if the potential Authorized Occupant is unemployed and has no such income tax return, obtain another form of independent verification. For purposes of this subsection, Tenant may conclusively rely upon the evidence of the age of the occupant(s) of the Premises as presented in a valid California Driver’s License, other form of identification issued by the State of California or the United States Government, which includes a date of birth. All such verification information shall only be obtained by Tenant after obtaining a potential ‘Authorized Occupant’s written consent for the release of such information to Tenant. Failure to consent in writing to the release of such income verification information to Tenant may disqualify a potential Authorized Occupant for occupancy of the Premises or be grounds for termination of the Authorized Occupant’s occupancy of the Premises. Tenant shall be responsible for the selection of Authorized Occupants for the Premises in compliance with this Lease. Tenant shall also conduct due diligence and background evaluation of all prospective Authorized Occupants, including, without limitation, a criminal background check (only as legally permissible) and third-party verification of income, to evaluate references, credit worthiness, and related qualifications.

- J.** Tenant shall maintain on file all Income Certification Forms completed by potential Authorized Occupants that occupied or are occupying the Premises and shall provide copies of the rent roll and Income Certification Forms to Landlord for its review and approval within fifteen (15) calendar days following a notice by the Landlord to Tenant.
 - K.** Tenant shall provide Landlord, biannually or at such other frequency as may be agreed upon by the Parties in writing, with a written report of the Premises and Tenant's actions thereon within fifteen (15) days after a request from Landlord. Such report shall also outline the success of Tenant's Program to assist persons and families achieve self-sufficiency by providing family profiles (while remaining sensitive to privacy issues) including number of persons in household, number of children, female head of households, race, ethnicity (Hispanic or not), special needs (mental illness, developmentally disabled, domestic violence, other), household income, reason for homelessness, support services provided, length of stay, destination after stay, and other information as Landlord may request. Tenant shall, by January 1st of each year, which coincides with the Rent payment, demonstrate to Landlord that Tenant has the necessary funds committed to comply with their obligations under this Lease for such year.
 - L.** Tenant and each Authorized Occupant occupying the Premises shall permit Landlord to conduct inspections of the Premises, from time-to-time, for purposes of verifying compliance with this Lease, upon five (5) calendar days prior written notice to Tenant, unless an earlier date is mutually agreed upon in writing by the Parties, necessary to respond to an emergency, or otherwise permitted by law.
 - M.** Tenant shall notify Landlord in writing immediately upon becoming aware or receiving notice of any (i) serious emergency or other major incident, including, but not limited to, those involving any injury, accident, criminal activity, or any other incident involving property damage, harm, or potential risk to health, safety, or public welfare occurring on or related to the Premises, and (ii) any third-party complaints, including complaints from neighbors, the homeowners association, law enforcement, or other community members, involving or relating to Authorized Occupants or their guests' conduct, whether on or near the Premises, or use of the Premises, irrespective whether or not such complaint results in a formal notice, violation, or citation. In all cases, such notification shall be provided to Landlord immediately but no later than twenty-four (24) hours after Tenant first becomes aware of or receives notice of the incident or complaint. Notice to Landlord shall include all known material facts, including the date, time, nature of the incident, parties involved, and any responsive action taken or proposed. Tenant shall also cooperate with Landlord in any investigation or remedial action undertaken in response to the incident.
- 2. TERM:** The term of this Lease shall begin on September 16, 2026, ("Commencement Date") and shall continue until September 15, 2027 ("Expiration Date").

- A. At the end of the term, at Tenant's option, so long as Tenant is not in breach of any material obligation under this Lease, Landlord and Tenant may mutually, and in writing, renew the term of the Lease for a period not to exceed two years.
 - B. Landlord may terminate this Lease and any leasehold interest in the Premises, with or without cause, by providing sixty (60) days' written notice of termination to Tenant.
 - C. Notwithstanding the foregoing, Landlord may exercise any and all of its legal and equitable remedies, including, without limitation, terminating the Lease at any time due to Tenant or its 'Authorized Occupant's failure to abide by and adhere to any and all provisions of this Lease, including, without limitation, the Rules and Regulations referenced herein.
3. **RENT; RENT ADJUSTMENT:** The capitalized term "Rent" shall mean all monetary obligations of Tenant to Landlord under this Lease, except the security deposit.
- A. Tenant agrees to pay monthly rent in the amount of \$1.00 per month, subject to adjustment in advance on the 1st day of each calendar month, by personal check, money order, or cashier's check to City of Aliso Viejo at 12 Journey, Suite 100 Aliso Viejo, CA 92656 (or at any other location subsequently specified by Landlord in writing to Tenant). If any payment is returned for non-sufficient funds ("NSF") or because Tenant stops payment, then, after that Landlord may by written notice to Tenant require Tenant to pay all future Rent by cashier's check.
4. **SECURITY DEPOSIT:**
- A. Concurrently with Tenant's execution of this Lease, Tenant shall pay one month's rent to Landlord as a security deposit.
 - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes late charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; and (iii) clean the Premises, if necessary, upon expiration or earlier termination of the tenancy. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five (5) days written request to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code Section 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
 - C. After giving or receiving notice of termination of a tenancy, or before the end of this Lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the Lease. If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to

termination, consistent with the terms of Section 26(A) this Lease. Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's sole expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. While it is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible, all Repairs shall restore the affected portions of the Premises to a functional condition comparable to its condition at the Commencement Date, reasonable wear and tear excepted. Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. This Section does not apply, however, when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161 (2), (3) or (4).

D. The security deposit will not be returned until all Tenants and occupants have vacated the Premises and all keys have been returned. Any security deposit returned by check shall be made jointly to all Tenants named in this Lease.

E. No interest will be paid on the security deposit.

5. INITIAL PAYMENTS; FIRST AND LAST MONTH'S RENT AND SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall pay the first partial month's rent (if applicable), first full month's rent, last month's rent (equal to one full month of rent) and the security deposit to Landlord by personal check, cashier's check, or money order.

A. Calculation of initial payment due:

First month's rent:	\$1.00
Last month's rent:	\$1.00
Security deposit:	\$1.00
Less any deposit on file:	\$0.00
TOTAL INITIAL PAYMENT DUE:	\$3.00

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges that either late payment of monthly rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses. If any installment of Rent due from Tenant is not received by Landlord within five (5) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of five percent (5%) of the Rent due as a late charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a

NSF fee for each additional returned check, all of which shall be deemed additional Rent.

- B.** Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a late charge or NSF fee shall not be deemed an extension of the date monthly rent is due under Section 3A above or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.
- 7. PARKING:** Tenant shall have a parking garage, and Tenant shall park only in such parking garage. Parking areas are to be used for parking properly licensed and operable motor vehicles, but not for trailers, boats, campers, buses or trucks (other than pick-up trucks). Parking areas used by Tenant are to be kept clean, and vehicles leaking oil, gas or other motor vehicle fluids shall not be permitted. Mechanical work or storage of inoperable vehicles is not permitted.
- 8. UTILITIES:** Tenant shall pay for all utilities. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Tenant shall pay any cost for conversion from existing utilities service provider.
- 9. CONDITION OF PREMISES:** Tenant represents and warrants that Tenant has examined the Premises and, all appliances, landscaping and fixtures, including smoke detector(s) and carbon monoxide detectors, and Tenant acknowledges these items are in good and operable condition.
- 10. MAINTENANCE:**

 - A.** Tenant shall properly use, operate and safeguard the Premises, including maintaining any landscaping and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord's Building Maintenance Department of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises resulting from failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

- B. Tenant shall maintain, repair as necessary and water the garden, landscaping, trees and shrubs.
 - C. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance, and Tenant shall reimburse Landlord for Landlord's actual cost thereof, as additional Rent, within ten (10) days after written demand.
11. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself, herself, or itself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
12. **PETS:** Unless otherwise provided in California Civil Code § 54.2, Authorized Occupants may keep no more than two (2) pets on the Premises as pets, subject to Landlord's separate Pet Agreement attached hereto as Exhibit "C", which must be signed by Authorized Occupant and is incorporated herein by reference. Except as expressly so provided herein, no other animal or pet shall be kept on or about the Premises without Landlord's prior written consent.
13. **WATERBEDS:** If the Premises were constructed on or after January 1973, then Tenant may use a waterbed in the Premises provided: (i) Tenant obtains a replacement value \$100,000 waterbed insurance policy and delivers a copy to Landlord; (ii) the waterbed does not exceed the floor load for the Premises; (iii) the waterbed is held together by a pedestal or frame; (iv) the Tenant installs, maintains and moves the waterbed in accordance with the manufacturer's retailer's standards; (v) the Tenant gives Landlord at least 24 hours' prior written notice of Tenant's intention to install, move or remove (as applicable) the waterbed and arranges for a Landlord representative to be present when this occurs; (vi) the waterbed has a label certifying that it conforms to construction standards imposed by the State Bureau of Home Furnishings; and (vii) the waterbed was constructed after January 1, 1973.
14. **SMOKING:** Tenant shall not smoke or allow smoking of a cigarette or other tobacco products, including, without limitation e-cigarettes, vaping, cigars, pipes, and hookahs in any portion of the interior of the Premises (i.e., inside buildings and structures). Additionally, Tenant shall not smoke or allow smoking of any other substances, including without limitation, cannabis, in any portion of the Premises, including the exterior patios. Notwithstanding the foregoing, if smoking occurs on the Premises, Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; and Tenant acknowledges that in order to remove odor caused by

smoking, Landlord may need to take certain actions such as replacing carpet and drapes and painting entire premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit.

15. RULES/REGULATIONS:

- A.** Tenant and its Authorized Occupants shall comply with the Rules and Regulations attached hereto as Exhibit “D” and incorporated herein by reference. Failure of Tenant and/or any Authorized Occupant or their guests or licensees to abide by any portion of this Lease, including, without limitation, the Rules and Regulations, shall be grounds for termination of this Lease and/or eviction or other lawful removal from the Premises in the most expeditious manner permitted by law.
- B.** Tenant agrees to comply with all other Landlord rules and regulations that are delivered to Tenant in writing (“New Rules”). If Tenant determines that any such New Rules will compromise its ability to run the Program, monitor Authorized Occupants, or otherwise fulfill the purposes of this Lease, the Parties shall meet in good faith to find a mutually acceptable solution to the disputed New Rule(s). Tenant shall not, and shall ensure that guests and licensees of Tenant as well as Authorized Occupants of Tenant and their guests and licensees shall not, disturb, annoy, endanger or interfere with other tenants (if any) or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

16. (IF CHECKED) ☐ CONDOMINIUM; ☐ PLANNED UNIT DEVELOPMENT:

The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners’ association (“HOA”). The name of the HOA is Yantis Maintenance Corp. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions, and Landlord has provided or shall provide Tenant with copies of them. Landlord shall be responsible for paying HOA fines imposed due to actions or omissions caused by Landlord or its agents or representatives. Tenant shall be responsible for paying HOA fines imposed due to actions or omissions caused by Tenant, its agents, representatives, guests, invitees, Authorized Occupants, and their guests and invitees.

- 17. EQUIPMENT; ALTERATIONS; REPAIRS:** Unless otherwise required by law, without Landlord’s prior written consent: (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

Any equipment, fixtures, or improvements (including, without limitation, water treatment and water filtration equipment) installed by the Landlord (whether purchased by the Landlord or the Tenant) shall remain the property of the Landlord and shall remain on the Premises after the expiration or earlier termination of the Lease. Any equipment, fixtures, or improvements (including, without limitation, fencing) shall only be installed by the Tenant after written approval by the Landlord and shall become the property of the Landlord at the expiration or earlier termination of the Lease. The Landlord may require the Tenant to remove any such equipment, fixtures, or improvements (whether installed by the Landlord or the Tenant) and restore the Premises to their original condition at the Tenant's expense.

Any appliances installed or placed in the Premises by the Landlord shall remain the property of the Landlord and shall not be removed by the Tenant. Landlord will supply the Premises with appliances including a refrigerator and washer and dryer, however Tenant will be responsible for those appliances' maintenance and repair. Landlord agrees to supply new appliances for the Premises every five (5) years.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date):

- ☒ 2 key(s) to the Premises
- ☒ 1 remote control device(s) for garage door/gate opener(s)
- ☒ 1 key(s) to mailbox
- ☐ key(s) to common area(s), if applicable

B. If Tenant or its Authorized Occupants re-key existing locks or opening devices (with or without Landlord's consent), Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make the Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary repairs, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except that 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120

days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs.

20. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
21. **SUBTENANT TERMS:** As set forth above, Landlord entered into this Lease to allow Tenant to enter into separate agreements with Authorized Occupants to provide temporary transitional housing for Qualified Households in furtherance of the Program. In addition to all other salient provisions of this Lease, Tenant shall ensure the following provisions are included in any Sublease agreement to ensure the Premises is maintained as an temporary affordable housing property.
- A. **TEMPORARY RESIDENCE.** Tenant may offer residency to individuals who meet the requirements of an Authorized Occupant as set forth herein and established through Tenant's assistance Program on a temporary basis as transitional housing provided solely to provide Authorized Occupants with provisional housing as part of the Tenant's Program to help Authorized Occupants find permanent housing and employment. Nothing in any agreement or statement shall grant an Authorized Occupant any possessory or leasehold interest in the Premises and shall clearly establish that 'the Authorized Occupant's sole right with respect to the Premises shall be a temporary right to occupy the designated residence pursuant to the requirements and limitations established by Tenant and this Lease. Thus, Tenant shall retain the sole right to terminate the occupancy and pursue eviction or other lawful removal, in the most expeditious manner permitted by law of any Authorized Occupant who fails to comply with the requirements of Tenant's Program, including the Program Guidelines terms set forth in any agreement between the Authorized Occupant and Tenant. Tenant shall promptly notify Landlord in writing of any such non-compliance by an Authorized Occupant.
- B. **OVERNIGHT GUESTS:** Authorized Occupants shall be required to report any guest who will or is expected to stay at the Premises for more than four (4) consecutive hours at the time the guest arrives, or immediately prior to arrival, along with their time, or anticipated time, of departure. Such information shall be reported by providing the name and driver's license to the Tenant's "Register," which shall be maintained by Family Assistance Ministries. The Register will make a copy of the guest's driver's license and record the guest's date of arrival and departure. Landlord may inspect the guest registration at any time and for any reason, and Tenant shall provide a copy of the Register upon 24 hours' written notice by Landlord. Authorized Occupants may not allow any person to stay in their residence more than three (3) consecutive days. Guest stays may not be split or staggered to avoid this limitation. If Tenant or Landlord discover unregistered guests and/or guests who are staying in the Premises after their reported departure date, Landlord and/or Tenant may immediately initiate termination of the

'Authorized Occupant's Sublease agreement with the intent to effectuate termination and eviction or other lawful removal in the most expeditious manner permitted by applicable law and take all actions necessary to remove the Authorized Occupant and the guest from the Premises. Landlord may also conduct periodic inspections of the residence to ensure the guest leaves the Premises by the departure date. Tenant's failure to ensure Authorized Occupants register guests or ensure guests do not remain on the Premises after the established departure date is a non-curable breach of this Lease and, Landlord may immediately initiate termination of this Lease consistent with the terms of this Lease with the intent to effectuate termination and eviction or other lawful removal in the most expeditious manner permitted by applicable law. Tenant shall also notify Landlord in writing immediately upon discovering any unregistered guests occupying the Premises in violation of this provision.

C. ASSIGNMENT, SUBLETTING, OR TRANSFER BY SUBTENANT: The Parties hereby declare and inform all Authorized Occupants that the occupancy of the Premises is provided under conditional guidelines as set forth under California Civil Code § 1954.10 et seq. As such, subleasing of the Premises by any Authorized Occupant is strictly prohibited. Thus, Authorized Occupant's occupancy of the Premises may not be otherwise transferred. For purposes of this subsection, "subleasing" shall be defined broadly to include formal or informal arrangements, whether in writing or oral, for any consideration or no consideration, under which any individual other than the Authorized Occupant(s) occupies, resides in, or otherwise uses, either in whole or in part, regardless of whether the Authorized Occupant(s) continues to reside there or whether rent is paid by such individual. Authorized Occupants may not advertise or suggest the Premises is available for temporary use including, but not limited to posting on Airbnb, Booking.com, Couchsurfing, Craigslist, VRBO, any social media platform, or any other advertisement or listing service. Any assignment, subletting, or transfer (whether by voluntary act, operation of law, or otherwise) will be void, and Landlord may elect to treat it as a non-curable breach of this Lease and Landlord may immediately initiate termination of this Lease with the intent to effectuate termination and eviction or other lawful removal in the most expeditious manner permitted by applicable law.

D. PROGRAM PARTICIPATION: Subtenant's occupancy on the Premises shall be conditioned on participation in various and specific programs established by Tenant as part of its overall assistance Program. Prior to occupancy, Tenant shall provide a written list of required actions Authorized Occupants must take while occupying the Premises ("Subtenant Participation Plan"). The Subtenant Participation Plan will be designed to support 'Authorized Occupant's progress toward permanent housing and self-sufficiency. As a condition of receiving the right to occupy the Premises, Authorized Occupants shall commit to taking the actions set forth in the Subtenant Participation Plan which may include, but not limited to, participating in weekly case management meetings, providing evidence of efforts to seek employment, developing a housing goal plan, participating in employment, education, and income stabilization activities provided by Tenant, and regular

progress reviews with Tenant's Plan administrator. Subtenant Participation Plans will be created and determined on a case-by-case basis and Tenant agrees to ensure that Authorized Occupants will follow the requirements set forth in his/her specific Subtenant Participation Plan. If Authorized Occupants fail to meet the requirements in their Subtenant Participation Plan, Landlord may terminate 'Authorized Occupant's Sublease agreement and require said Authorized Occupant(s) to vacate the Premises in the most expeditious manner permitted by law. If Authorized Occupant is unable to meet specific requirements of the Subtenant Participation Plan at any time during his/her occupancy, Authorized Occupant will communicate these issues with Landlord as soon as reasonably practicable and prior to failing to meet these requirements so Tenant and Landlord may adjust the requirements Subtenant Participation Plan as Landlord sees reasonably fit.

- E. **Authorized Occupant Rent.** Authorized Occupants shall be required to pay "Affordable Rent" throughout the term of their occupancy. For purposes of this Lease, "Affordable Rent" shall mean the maximum rent for "lower income households" as defined in California Health and Safety Code Section 50053(b)(1)(D) and accompanying regulations of HCD, as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time, with allowance for utilities, as such allowance may be established by the County of Orange'. Tenant will require Authorized Occupants to provide evidence of their income prior to establishing a residency and will base the rent on this gross income, which shall include a utility fee.
 - F. **Immediate Removal Right.** As a condition of occupying the Premises, all Authorized Occupants agree to comply with all terms and conditions set forth in their Sublease, any associated individual occupancy agreements, and all other requirements established by Tenant, including the Program Guidelines. Failure to comply with any of these requirements, may result in termination of 'the Authorized Occupant's occupancy in accordance with Civil Code § 1954.10 et seq. and applicable transitional housing program procedures and eviction or other lawful removal in the most expeditious manner permitted by law.
- 22. **JOINT AND SEVERAL OBLIGATIONS:** If there is more than one Tenant, each one shall be completely responsible for the performance of all obligations of Tenant under this Lease, jointly and severally with every other Tenant, whether or not in possession.
 - 23. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Landlord is not required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

24. **MOLD AND MILDEW WARNING NOTICE:** Mold and mildew may be injurious to one's health; therefore, Tenant acknowledges that: (a) Tenant has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Tenant has found no signs of moisture, mold or mildew therein; (c) Tenant shall: (i) keep the Premises well-ventilated, clean and dry any signs of mold or mildew from all surfaces, (ii) promptly notify Landlord of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Landlord of any mold, as well as any malfunction of ventilation, air conditioning or heating systems. Tenant shall be liable for any costs, expenses, injuries, damages and claims that may result from any failure to perform the foregoing duties.
25. **TOXIC SUBSTANCE WARNING:** Landlord is required to give you notice that areas on this property contain or may contain one or more of some 700 + toxic substances and chemicals substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, barbeque or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm.
26. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon the expiration or earlier termination of this Lease, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any mailboxes, pools, gates, common areas and all garage door openers; (ii) vacate and surrender Premises to Landlord, empty of all personal property and persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises to Landlord in good and broom-clean condition; (v) remove all debris; and (vi) give written notice to Landlord of Tenant's forwarding address.
- B. All alterations/improvements made by or caused to be made by Tenant and/or Authorized Occupants, with or without Landlord's consent, shall become the property of Landlord upon the expiration or earlier termination of this Lease. At Landlord's discretion, Landlord may, but is not obligated to, restore the Premises to the condition they were in prior to any alterations/improvements that were not approved in writing by Landlord. In such a case, Tenant shall reimburse Landlord, as additional Rent, within ten (10) days after written demand for costs of restoration.
27. **HOLDOVER:** Tenant shall not remain in possession of or hold over on the Premises after the termination of the Lease term. To the extent Tenant does hold over after the expiration of the Lease term, the provisions of this Lease shall continue to apply with the exception that the Lease term shall not be deemed to be extended
28. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant

shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises. Unless Landlord expressly agrees in writing to pay relocation benefits, Tenant hereby waives any and all rights it may have to relocation benefits under California law.

29. **DAMAGE:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice and Rent shall be abated as of the date Premises become totally or partially uninhabitable. Landlord may also terminate this Lease upon written notice to Tenant if damage to the condominium complex occurs which will cost in excess of 20% of the replacement cost of the complex to repair. If this Lease is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
30. **INSURANCE:** Tenant's, Authorized Occupant's, or guest's personal property and vehicles are not insured by Landlord, manager or HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. Landlord does not waive any rights by accepting Rent or by failing to enforce any terms of this Lease. Landlord's acceptance of Rent with knowledge that Tenant has violated the Lease shall not waive or affect Landlord's right to evict Tenant.
32. **NOTICES:** Notices may be served at the following address, or at any other location subsequently designated:
- | | | | |
|-----------|--|---------|---|
| Landlord: | City of Aliso Viejo
12 Journey
Aliso Viejo, CA 92656
Attn: City Clerk | Tenant: | to FAM
1000 Calle Cordillera
San Clemente, CA 92673 |
|-----------|--|---------|---|
33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return, from time to time, a tenant estoppel certificate delivered to Tenant by Landlord, containing such information regarding this Lease and the Premises as Landlord may request, within five (5) business days. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by Landlord and a lender or purchaser.
34. **MEDIATION:**

- A. Subject to Section 34B below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally between Landlord and Tenant. If, for any dispute or claim to which this Section applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover its attorneys' fees, even if they would otherwise be available to that party in any such action.
- B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) any matter within the jurisdiction of a probate, small claims or bankruptcy court; (iii) an action for injunctive relief; (iv) an action for attachment; (v) any action by Landlord to terminate this Lease for a non-curable breach expressly stated in this Lease or otherwise permitted by law.
35. **ATTORNEYS' FEES:** In any action or proceeding arising out of this Lease, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs, except as provided in Section 34A above.
36. **ENTIRE CONTRACT; SEVERABILITY; AMENDMENTS:** All understandings between the parties are incorporated in this Lease. The terms are intended by the Parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Lease is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Lease nor any provision in it may be extended, amended, modified, altered or changed except in writing.
37. **LANDLORD IS ACTING IN ITS PROPRIETARY CAPACITY (NOT GOVERNMENTAL CAPACITY):** In entering into this Lease, Landlord is acting in its proprietary capacity as a party to a contract, and not in its governmental capacity; consequently, nothing in this Lease shall be construed to modify or waive Landlord's rights in its governmental capacity, all of which are hereby reserved.
38. **ASSUMPTION OF RISK, WAIVER, AND LANDLORD'S NON-LIABILITY:** To the maximum extent allowed by law, except Landlord's willful or actively negligent acts, Tenant assumes any and all risk of loss, damage or injury of any kind to any person or property which is on or about the Premises. Tenant's assumption of risk shall include, without limitation, loss or damage caused by defects within the Premises or any fixture therein, accident, fire or other casualty on the Premises. To the maximum extent allowed by law, except for Landlord's willful or actively negligent acts, Tenant hereby waives all claims and demands against Landlord, its respective officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Tenant sustained by Tenant or any person claiming to be Tenant resulting from any occurrence on or about the Premises.

Tenant has been advised by its legal counsel concerning the content and effect of California Civil Code section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Tenant hereby waives the benefits of Civil Code section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section shall survive the termination or expiration of this Lease.

By its initials below, Tenant acknowledges it agrees with the statements contained in this section.

____ Tenant's Initials

INDEMNITY: Tenant agrees to defend, indemnify and hold harmless Landlord, its respective officials, officers, employees, volunteers and agents (collectively, "Indemnified Parties") from and against any and all claims, whether actual or alleged, including any and all claims relating to or arising from this Lease, any Sublease, the Premises or Tenant's or its officials, officers, employees, volunteers, agents, guests, licensees, invitees, or subtenants' possession, use, occupancy, management, operation, repair, maintenance or control of the Premises, or any portion thereof, excepting Landlord's willful or actively negligent acts, specifically including, without limitation, any loss, action, damages, liability, or expense (including attorneys' fees) arising by reason of the following:

- A.** The death or injury of any person or persons, including Tenant or any person who is an official, officer, employee, volunteer, agent, guest, licensee, invitee, or subtenant of Tenant, or by reason of the damage or destruction of any property, including property owned by Tenant or any person who is an employee, agent, guest or subtenant of Tenant, and caused or allegedly caused by either the condition of said premises, or some act or omission of Tenant or of some agent, contractor, employee, servant, guest or subtenant of Tenant on the Premises;
- B.** The willful or negligent act or omission of Tenant or Tenant's officials, officers, employees, volunteers, agents, guests, licensees, invitees, or subtenants (if applicable);
- C.** The breach, default, violation or nonperformance of this Lease by Tenant;
- D.** Tenant's failure to comply with any requirement of local, state or federal law or any requirement imposed by Landlord or by any duly authorized governmental agency or political subdivision.

Tenant must pay, satisfy and discharge any and all money judgments that may be recovered against any Indemnified Party in connection with the foregoing. Tenant's

obligation hereunder shall survive termination of this Lease, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

Upon written request from an Indemnified Party, Tenant shall defend (with counsel acceptable to that Indemnified Party, in the Indemnified Party's discretion) any claim, whether actual or alleged, including any claim relating to or arising from Tenant's possession, use, occupancy, management, operation, repair, maintenance or control of the Premises, lawsuit, administrative action or other proceeding brought against the Indemnified Party by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Lease for which Tenant has an obligation to indemnify. Tenant shall pay all reasonable costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. The obligations of Tenant to this Section shall survive the expiration of the term and termination this Lease.

- 39. **TIME OF ESSENCE:** Time is of the essence of each and every provision of this Lease in which time is a factor.
- 40. **EXECUTION IN COUNTERPARTS:** Counterpart originals of this Lease may be executed, each of which, and all of which together, shall constitute one-and-the same agreement.
- 41. **POSSESSORY INTEREST TAX:** Landlord hereby informs Tenant that a form of property tax called a "possessory interest tax" may apply to Tenant's interest under this Lease. Tenant shall pay all such possessory interest taxes, as assessed to Tenant, before they become delinquent, and may submit proof of payment of such tax to Landlord for prompt reimbursement.
- 42. **WAIVER OF RELIEF FROM FORFEITURE:** To the extent not prohibited by law, Tenant hereby waives and agrees not to assert any rights or benefits under California Code of Civil Procedure Section 1179 permitting a court to relieve a tenant from forfeiture of a Lease and restore him to or her to tenancy in the case of "hardship".
- 43. **COUNCIL AUTHORITY TO AMEND:** The Aliso Viejo City Manager ("City Manager") shall have the authority (but not any obligation) to amend this Lease on behalf of the Landlord/City provided the amendment is express, in writing and executed by the City Manager and the Tenant.
- 44. **COMPLIANCE WITH LAWS:** Neither Tenant, nor Tenant's guests or invitees, shall violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other tenant, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Landlord's insurance premiums.
- 45. **NON-CURABLE BREACH OF AGREEMENT:** The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (a) Police raid upon the Premises resulting in the arrest and conviction of Tenant for

possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (b) Misrepresentation or material omission on Tenant's rental application vitiating the tenancy.

(Signatures on Next Page)

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the date first written above.

LANDLORD:

CITY OF ALISO VIEJO,
a California municipal corporation

By: _____
Brett Channing
City Manager

ATTEST:

Maria Kendig, City Clerk

TENANT:

FAMILY ASSISTANCE MINISTRIES,
a California public benefit corporation

Print Name/Title: _____

Print Name/Title: _____

EXHIBIT “A”

FAM PROGRAM GUIDELINES



Interim Housing Guidelines

Resident:

Meets project eligibility requirements (ties to Aliso Viejo)

- Provide proof of income
- Occupancy standards (maximum person occupying the unit)
- Application screening practices such as:
 - Credit reporting guidelines
 - Eviction history or process
 - Rental History
 - Criminal history
- Abide by the good neighbor policy and follow community rules and expectations
- Meet rental obligation which is not to exceed 30% of total monthly income
- Comply with expectations listed in sublease including occupancy limits, rental commitment, parking designations, use of community spaces, noise ordinance, etc.

Family Assistance Ministries:

- Perform monthly unit visits in coordination with case management activities
- Connect resident to support services to assist in increasing income and/or decreasing expenses
- Support residents' goal to obtain permanent housing as quickly as possible and in no longer than 24 months
- Maintain positive relationship with community members surrounding rental unit.
- Respond to concerns immediately or no longer than 24 hours after notice.
- Provide support to furnish the rental unit with necessary living items such as a dining room table, chairs and beds for each resident.
- Provide City of Aliso Viejo with update reports on a quarterly basis or as requested.

Project Goals:

- To work collaboratively with the City of Aliso Viejo to move families experiencing homelessness into safe housing options.
- Rental units will be used to prioritize a family (up to 5 individuals) for up to 24 months to stabilize and gain access to permanent housing.
- Progress towards housing will be supported and measured by a designated Case Manager. Case Manager will be trained in social services, trauma informed care, motivational interviewing and housing first to ensure quality services are provided to the program residents/participants.

EXHIBIT "B"

INCOME CERTIFICATION FORM

Income Certification Form

NOTE TO TENANT: This form is designed to assist you in computing "Adjusted Income" in accordance with the method set forth in the United States Department of Housing and Urban Development ("HUD") Regulations at United States Code of Federal Regulations, Title 24, Part 5, Section 5.611. You should make certain that this form is at all times up-to-date with the HUD Regulations.

Re: 35 Playa Circle, Aliso Viejo, CA 92656

1. Members of Household. I/We, the undersigned state that I/we have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

Names of Members of Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. Adjusted Income Computation. The total anticipated annual income, calculated in accordance with the provisions of this Section 2, of all persons over the age of 18 years listed in Section 1 for the 12-month period beginning the date that: (i) I/we plan to move into a unit; or (ii) the date of this Certification, whichever is later, is \$ -----

Annual income means all amounts, monetary or not, which:

Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and Which are not specifically excluded in paragraph (c) of this Section 2.

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in

determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this Section 2);

Payments in lieu of earnings, such as unemployment and disability compensation, workers compensation and severance pay (except as provided in paragraph (c)(3) of this Section 2);

Welfare assistance payments.

Welfare assistance payments made under the Temporary Assistance for Needy Families (TAN) program are included in annual income only to the extent such payments:

260.31; and Qualify as assistance under the TANF program definition at 45 C.F.R.

Are not otherwise excluded under paragraph (c) of this Section 2.

If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this Section 2).

Annual income does not include the following:

Income from employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

Lump-sum additions to family assets, such as inheritances, gifts, insurance payments (including payments under health and accident insurance and workers compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this Section 2);

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

Income of a live-in aide, as defined in 24 C.F.R. 5.403;

The full amount of student financial assistance paid directly to the student or to the educational institution;

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- Amounts received under training programs funded by HUD;

Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for City or FAM, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the City Council. No resident may receive more than one such stipend during the same period of time;

Incremental earnings and benefits resulting to any family member from participation in qualifying California or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident

management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

Temporary, nonrecurring or sporadic income (including gifts);

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

Adoption assistance payments in excess of \$480 per adopted child; [Reserved]

Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;

Amounts received by the family in the form of refunds or rebates under California or local law for property taxes paid on the Unit;

Amounts paid by a California agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 C.F.R. 5.609(c) apply.

3. Capital Asset and Savings Information. Do the persons whose income or contributions are included in Section 2 above:

have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles and interests in Indian trust land)? ☐ Yes ☐ No; or

have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? ☐ Yes ☐ No

If the answer to (a) or (b) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000? ☐ Yes ☐ No

If the answer to (c) is yes, state:

the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy in the unit that you propose to rent: \$ _____ and the amount of such income, if any, that was included in Section 2 above: \$ _____

4. Full-Time Student Information.

(a) Are all of the individuals who propose to reside in the unit full-time students*?
_____ Yes _____ No

*A full-time student is an individual enrolled as a full-time student during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance and is not an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

If the answer to 4(a) is yes, is at least one of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? _____ Yes _____ No

5. No Relationship With Owner or FAM. Neither myself nor any other occupant of the unit I/we propose to rent is an owner of the rental housing project in which the unit is located (hereinafter the "Owner"), has any family relationship to Owner or owns, directly or indirectly, any interest in the ownership. For purposes of this section, indirect ownership by an individual shall mean ownership by a family member, ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member, and ownership, direct or indirect, by a partner of the individual.

6. Certification of Accuracy of Information. This certificate is made with the knowledge that it will be relied upon by FAM to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and, based upon information I/we deem reliable and that the statement of total anticipated income contained in this Section 2 is reasonable and based upon such investigation as the undersigned deemed necessary. I/we acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with FAM to lease the unit and will entitle FAM to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate action or proceedings. I/we will assist FAM in obtaining any information or documents required to verify the statements made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

7. Housing Issuer Statistical Information (Optional--will be used for reporting purposes only):

Marital Status: _____

Race (Head of Household)

White _____ Asian _____ Hispanic _____

African-American _____ Native American _____ - Other _____

Physical Disability: Yes _____ No _____

I/we declare under penalty of perjury under the laws of the United States of America and the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, _____ in the County of Orange, California.

Applicant

Applicant

[Signature of all persons over the age of 18 years listed in Section 2 above required]

FOR COMPLETION BY FAM ONLY:

Calculation of eligible income:

(a) Enter amount entered for entire household in Section 2: \$-----

(b) (1) If answer to Section 3(c) is "yes," enter the total amount entered in paragraph 3(d)(1), subtract from that figure the amount entered in 3(d)(2) and enter the remaining balance (\$ _____),

(2) Multiply the amount entered in Section 8(6)(1) times the current passbook savings rate to determine what the total annual earnings on the amount in Section 8(6)(1) would be if invested in passbook savings (\$ _____), subtract from that figure the amount entered in Section 8(6)(1) and enter the remaining balance

(3) Enter at right the greater of the amount calculated under (1) or (2) above: \$

(c) TOTAL ELIGIBLE INCOME
(Line 8(a) plus line 8(6)(3)): \$ _____

The amount entered in Line 8(c):

_____ Qualifies the applicant(s) as a [insert income category of Qualified Household.]

_____ Does not qualify the applicant(s) as a Qualified Household.

Unit number assigned: _____

Rent: \$ _____ monthly/annually

The unit specified in Section 10 above [was/was not] last occupied for a period of, at least, 31 consecutive days by persons whose aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the unit, qualified them as a Qualified Household that was a _____ Household (very low or lower income household).

Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other _____

Management Agent

The undersigned employee has applied for a rental unit located in a project owned by the City of Aliso Viejo for persons of very low and lower income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____ Overtime _____ Bonuses _____
Commissions _____

Total current income _____

I hereby certify under penalty of perjury under the laws of the United States of America and the laws of the State of California that the statements above are true and complete to the best of my knowledge.

Signature

Date

Title

I hereby grant you permission to disclose my income to _____
in order that they may determine my income eligibility for rental of a residential property at 35
Playa Circle, Aliso Viejo, California.

Signature

Date

Please send to:

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify under penalty of perjury under the laws of the United States of America and the laws of the State of California that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature

Date

EXHIBIT "C"
PET AGREEMENT

PET AGREEMENT

LANDLORD: Family Assistance Ministries

AUTHORIZED OCCUPANT: _____

PREMISES: 35 Playa Circle, Aliso Viejo, CA 92656

DOG(S): None

CAT(S): None

Breed(s): _____

Breed(s): _____

Name(s): _____

Name(s): _____

Authorized Occupant, in consideration of this Pet Agreement which is incorporated into the rental agreement, shall abide by the following terms, each of which is material:

1. Pet(s) allowed: The only pet(s) which the Authorized Occupant shall keep on the premises are described above.
2. Repair and/or Replacement: Authorized Occupant shall either, at the sole election of the landlord, repair in a workmanlike manner or reimburse the landlord for the costs of said repair, upon a demand contained in a three day notice to perform or quit, any damages to the premises or its furnishings and improvements, caused by the pet(s).
3. Dogs: Dogs must be neutered. Dogs must be leashed, at all times, outside the premises. Dogs shall not be allowed to defecate on or about the premises. Any such defecation must be immediately removed and either wrapped or bagged. Unwrapped defecation shall not be placed in any trash container. Dogs must not bark or howl or in any way become a nuisance or threat to the other tenants of the premises. Dogs shall be kept free of fleas and Authorized Occupant is responsible for the costs of any and all flea infestation treatment which may be required, at the sole discretion of the landlord. Authorized Occupant represents that their dog(s) is/are housebroken.
4. Cats: Cats must be neutered. Cats must be kept inside the premises at all times unless the premises is a single family dwelling. A litter box must be maintained inside the premises and it must be kept clean. Litter must be bagged before being placed into trash.
5. Feeding: No pet may be fed outside the dwelling unit or fed over any uncovered carpeting.
6. Laws and ordinances: Authorized Occupant shall obey all pertinent laws and ordinances.

7. Breach of Covenant: The breach of any covenant of this Pet Agreement, following the service of a three day notice to perform or quit on the Authorized Occupant, shall be deemed a material breach of the rental agreement and will entitle the landlord to restitution of the premises, and such other damages as may be recoverable pursuant to the terms of the rental agreement.
8. Unattended Pet: No pet shall be left unattended for more than twenty-four hours. When Authorized Occupant is on vacation or away from the premises for more than twenty-four hours, the pet must be taken to a pet care facility or removed from the premises and left in the care of a responsible third party at another location. Strangers to the tenancy shall not be allowed to enter the premises to care for the pet.
9. Abandonment of Pet: Any pet left at the premises following either voluntary vacation by the Authorized Occupant or lockout pursuant to court order shall be deemed abandoned. The landlord has no responsibility for the care, feeding, and maintenance of the pet, and may immediately turn the pet over to any local animal control authority.
10. Complete Agreement: This is the complete agreement between the parties concerning pet(s).
11. Modification of Agreement: This agreement may only be modified by an agreement in writing signed by both parties.
12. Waiver: The acceptance of rent by the landlord from the Authorized Occupant after a breach or purported breach of this agreement shall not be considered a waiver of any covenant herein.
13. Indemnity and Hold Harmless: The Authorized Occupant and their assigns, successors, and heirs shall indemnify the City of Aliso Viejo and Landlord and their officials, employees, agents, and representatives and hold each of them harmless from any and all damages, inconveniences, and nuisance which may be caused by the pet, and will reimburse them for all expenses occasioned thereby.
14. Liability insurance covering injuries or damages caused by Authorized Occupant's pet(s), with a minimum limit per incident as specified by Landlord, showing City of Aliso Viejo and Landlord and their officials, employees, agents, and representatives as additional insureds, shall be purchased by Authorized Occupant and kept in effect during the tenancy on Landlord's demand.

Authorized Occupant

Date

Authorized Occupant

Date

EXHIBIT "D"

RULES AND REGULATIONS

RULES AND REGULATIONS

1. Landlord is not responsible for providing any security, and shall not be responsible for fire, theft of personal property, including jewelry, money, apparel or other items in the Premises, storage areas, carports, garages, common area or mailboxes.
2. No unnecessary noise is allowed at any time. All musical instruments, television sets, radios, stereos, etc. are to be played only at a volume that does not disturb neighbors and other residents.
3. All appliances, including garbage disposal and dishwasher, are to be operated only in accordance with factory recommendations, instructions delivered to you or posted instructions.
4. No alterations may be done to the Premises without prior written consent from Landlord. Any drapes and carpets must be given good care and kept free of spots, burns and other damage. Notwithstanding the foregoing, if a Tenant paints a unit, upon move-out, the Tenant must re-paint the unit in its original color, or will be held financially liable for the cost of re- painting the unit.
5. Cost of repairs to or stoppage of, waste pipes or drains, water pipes, plumbing fixtures or overflow therefrom caused by negligent or improper usage, or the introduction of foreign articles or materials into the system, will be the responsibility of and must be paid for by the Tenant.
6. No rugs, towels, articles of clothing or other such items are to be draped over the rails of balconies, and no mops or rugs are to be shaken from same or through window openings.
7. The storage of gasoline or other combustibles is prohibited.
8. Residents are responsible for the conduct of their licensees, guests and contractors and the adherence to these rules at all times. Intoxication, illegal drug use or sale or possession thereof, disorderly conduct, objectionable language or other disturbance by residents or visitors are not permitted.
9. No trash or other material may be accumulated that will create a hazard or be in violation of any health, fire or safety ordinance or regulation. Premises must be kept clean and sanitary and free from objectionable odors.
10. Vehicles parked in violation of the Lease may be towed away at the Tenant's expense.
11. No personal belongings, including bicycles, equipment or other items may be placed in halls, stairways or any common areas except in areas where expressly allowed by posted signage.



Interim Housing Guidelines

Resident:

Meets project eligibility requirements (ties to Aliso Viejo)

- Provide proof of income
- Occupancy standards (maximum person occupying the unit)
- Application screening practices such as:
 - Credit reporting guidelines
 - Eviction history or process
 - Rental History
 - Criminal history
- Abide by the good neighbor policy and follow community rules and expectations
- Meet rental obligation which is not to exceed 30% of total monthly income
- Comply with expectations listed in sublease including occupancy limits, rental commitment, parking designations, use of community spaces, noise ordinance, etc.

Family Assistance Ministries:

- Perform monthly unit visits in coordination with case management activities
- Connect resident to support services to assist in increasing income and/or decreasing expenses
- Support residents' goal to obtain permanent housing as quickly as possible and in no longer than 24 months
- Maintain positive relationship with community members surrounding rental unit.
- Respond to concerns immediately or no longer than 24 hours after notice.
- Provide support to furnish the rental unit with necessary living items such as a dining room table, chairs and beds for each resident.
- Provide City of Aliso Viejo with update reports on a quarterly basis or as requested.

Project Goals:

- To work collaboratively with the City of Aliso Viejo to move families experiencing homelessness into safe housing options.
- Rental units will be used to prioritize a family (up to 5 individuals) for up to 24 months to stabilize and gain access to permanent housing.
- Progress towards housing will be supported and measured by a designated Case Manager. Case Manager will be trained in social services, trauma informed care, motivational interviewing and housing first to ensure quality services are provided to the program residents/participants.