AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, JANUARY 15, 2025
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY
ALISO VIEJO, CA

Mayor Tiffany Ackley
Mayor Pro Tem Max Duncan
Councilmember Richard Hurt
Councilmember Mike Munzing
Councilmember Tim Zandbergen

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

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

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

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

MITZI ORTIZ	SCOTT C. SMITH	JANET MARTINEZ
CITY MANAGER	CITY ATTORNEY	CITY CLERK

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

CALL TO ORDER: Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:

1.1 RECOGNITION OF ALISO VIEJO LITTLE LEAGUE - 10 & 12 YEAR OLD ALL STARS DISTRICT 55 & SECTION 10 CHAMPIONS

1.2 RECOGNITION OF 2024 MAYOR MIKE MUNZING

1.3 INTRODUCTION OF CITY CLERK JANET MARTINEZ

1.4 INTRODUCTION OF CHIEF OF POLICE SERVICES CAPTAIN RYAN BUHR

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

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

4. CONSENT CALENDAR:

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

4.1 WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the December 4, 2024 Regular Meeting.

Draft Minutes - December 4, 2024 Regular Meeting

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between November 22, 2024, and December 19, 2024, in the amount of $1,998,474.57.

Staff Report
Attachment 1 - Accounts Payable Report

4.4 TREASURER'S STATEMENT – NOVEMBER 2024

Recommended Action: Receive and file the November 2024 Treasurer's Statement.

Staff Report
Attachment 1 - November 2024 Treasurer's Statement

4.5 MEMORANDUM OF AGREEMENT BY AND BETWEEN CITY OF ALISO VIEJO, CITY OF LAGUNA HILLS, CITY OF LAKE FOREST, CITY OF MISSION VIEJO, AND CITY OF LAGUNA NIGUEL FOR SHARING OF EMERGENCY MANAGEMENT RESOURCES

Recommended Action: Authorize the City Manager to execute the Memorandum of Agreement by and between the City of Aliso Viejo, City of Laguna Hills, City of Lake Forest, City of Mission Viejo, and City of Laguna Niguel for sharing of emergency management resources.

Staff Report
Attachment 1 - Memorandum of Agreement

4.6 AGREEMENT WITH TROY AND BANKS, INC. FOR COST REDUCTION CONSULTING SERVICES

Recommended Action:

1. Approve an agreement with Troy and Banks, Inc. for cost reduction consulting services; and
2. Authorize the City Manager to execute a professional services agreement with Troy and Banks, Inc. in the amount not-to-exceed $49,999 through June 30, 2026.

Staff Report
Attachment 1 - Agreement

4.7 AUTHORIZE THE RENEWAL OF ARCTIC WOLF MANAGED DETECTION AND RESPONSE CYBERSECURITY SOLUTION

Recommended Action:

1. Approve and authorize the City Manager to issue a purchase order to RedNight Consulting Inc., authorized reseller of Artic Wolf, Inc., in the amount of $34,996.45 for Fiscal Year 2024-25 for the renewal of cloud-based cybersecurity event log aggregation, threat detection and response, and Security Operations Center services; and
2. Authorize the City Manager to administratively approve up to two additional renewals of the purchase order on the same terms with an annual increase not-to-exceed 3% per year for Fiscal Years 2025-26 through 2026-27.

Staff Report
Attachment 1 - Agreement

4.8 FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE CITY'S PERMITTING SOFTWARE

Recommended Action: Approve and authorize the City Manager to execute a First Amendment to the Professional Services Agreement with Tyler Technologies, Inc. for the City's permitting software to increase the total compensation by $73,352.

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

4.9 SPECIAL EVENT SPONSORSHIP PROGRAM

Recommended Action: Approve and authorize the proposed Special Event Sponsorship Policy and Procedures.

Staff Report
Attachment 1 - Administrative Procedure
Attachment 2 - Application Packet

5. PUBLIC HEARINGS:

5.1 CONCEPT PLAN REVIEW FOR A RESIDENTIAL COMMUNITY AT 26800-26970 ALISO VIEJO PARKWAY

Recommended Action: Conduct a public hearing to review and provide initial feedback on concept plans for a development proposal involving the demolition of five existing office buildings to accommodate the construction of a 215-unit, residential community at 26800-26970 Aliso Viejo Parkway ("Project").

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

5.2 CONCEPT PLAN REVIEW FOR A TOWNHOME COMMUNITY AT 400-700 FREEDOM LANE

Recommended Action: Conduct a public hearing to review and provide initial feedback on concept plans for the construction of a townhome community at 400-700 Freedom Lane ("Project").

Staff Report
Attachment 1 - Concept Plans
Attachment 2 - Project Description
Attachment 3 - Presentation

6. DISCUSSION:

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is February 5, 2025.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
DECEMBER 4, 2024, 7:00 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Munzing called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:04 p.m.

ROLL CALL

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

ABSENT: NONE

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

PLEDGE OF ALLEGIANCE: Maia Meunier led the pledge of allegiance.

1. POST ELECTION MATTERS:

1.1 CERTIFICATION OF OFFICIAL ELECTIONS RESULTS

City Clerk Janet Martinez provided an overview.

Recommended Action: Adopt Resolution No. 2024-31 reciting the facts of the General Municipal Election held on November 5, 2024, declaring the result and such other matters as provided by law.

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

1.2 RECOGNITION OF OUTGOING COUNCILMEMBER ROSS CHUN

Mayor Munzing presented a tile plaque and recognition on behalf of the City. Councilmember Chun expressed his appreciation to City staff, Council colleagues, and residents. Representatives from Senator Catherine Blakespear's office and Soka University also presented certificates to the councilmember.

RECESS AND RECONVENE

Mayor Munzing recessed the meeting at 7:25 p.m. and reconvened at 7:45 p.m.

1.3 OATH OF OFFICE CEREMONY AND INSTALLATION OF DISTRICT 1 COUNCILMEMBER TIM A. ZANDBERGEN

Mayor Munzing administered the Oath of Office to Councilmember Tim A. Zandbergen.

Councilmember Zandbergen joined the dais for the remainder of the meeting.

1.4 OATH OF OFFICE CEREMONY AND INSTALLATION OF DISTRICT 3 COUNCILMEMBER RICHARD HURT

Councilmember Hurt's longtime friend Donny administered the Oath of Office.

1.5 OATH OF OFFICE CEREMONY AND INSTALLATION OF DISTRICT 5 COUNCILMEMBER MIKE MUNZING

Anthony Beall administered the Oath of Office to Councilmember Mike Munzing.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

1. Nancy Conley commented on the city council reorganization.
2. Julie Colombero commented on the city council reorganization.

4. CONSENT CALENDAR:

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

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

4.1 WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the November 20, 2024 Regular Meeting and the November 21, 2024 Special Meeting.

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between November 8, 2024, and November 21, 2024, in the amount of $512,690.15.

4.4 TREASURER'S STATEMENT – OCTOBER 2024

Recommended Action: Receive and file the October 2024 Treasurer's Statement.

4.5 FISCAL YEAR 2023-24 ANNUAL COMPREHENSIVE FINANCIAL REPORT

Finance Director Ann Eifert responded to questions regarding the June 30, 2024, financial audit, receivable functions, and auditor recommendations.

Recommended Action: Receive and file the Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2024.

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

5. PUBLIC HEARINGS:

5.1 CONDITIONAL USE PERMIT FOR AN OUTPATIENT MEDICAL USE AT 27141 ALISO CREEK ROAD (USE-2024-00009)

City Manager Mitzi Ortiz introduced Community Development Director So Kim, who provided an overview. Staff and the applicant responded to questions regarding security, potential foot traffic, services offered and zoning requirements. Mayor Munzing opened the public hearing and the following persons provided comment:

1. Mindy Swank commented on volume of potential clients and safety protocols.
2. Yval Domb expressed safety concerns.

3. Mitch Burkhart expressed safety and parking concerns.
4. Kristin Simmons expressed safety concerns.

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

Recommended Action: Adopt Resolution No. 2024-32 of the City Council of the City of Aliso Viejo, California, approving a Conditional Use Permit to operate an outpatient medical use at 27141 Aliso Creek Road (USE-2024-00009).

Motion: Mayor Pro Tem Ackley moved and Councilmember Hurt seconded to approve the recommended action as amended to require the submittal of a security plan for the City Council's consideration and quarterly review of operations. Motion carried 4-1, with Councilmember Duncan dissenting.

6. DISCUSSION:

6.1 CITY COUNCIL REORGANIZATION

City Clerk Janet Martinez provided the staff report and opened the floor to accept nominations for Mayor. Mayor Munzing nominated Mayor Pro Tem Ackley. There were no further nominations for Mayor and nominations were closed.

Motion: Nomination of Mayor Pro Tem Ackley to serve as Mayor for 2025. Motion carried 5-0.

City Clerk Janet Martinez opened the floor to accept nominations for Mayor Pro Tem. Mayor Pro Tem Ackley nominated Councilmember Duncan. There were no further nominations for Mayor Pro Tem and nominations were closed.

Motion: Nomination of Councilmember Duncan to serve as Mayor Pro Tem for 2025. Motion carried 5-0.

6.2 CITY COUNCIL APPOINTMENTS TO SERVE ON REGIONAL BOARDS, COMMISSIONS AND COMMITTEES

City Clerk Janet Martinez presented the staff report.

Recommended Action:
1. Review and update Council appointment list to regional boards, commissions, and committees; and
2. Adopt Resolution No. 2024-33 designating and appointing the City's representative to the Orange County Fire Authority Board of Directors.

Motion: Councilmember Duncan moved, and Mayor Pro Tem Ackley seconded to approve the recommended actions with the appointments as designated below. Motion carried 5-0.

AGENCY	DELEGATE	ALTERNATE
Library Advisory Board	Hurt	Ackley
San Joaquin Hills Transportation Corridor Agency	Hurt	Zandbergen
OCFA	Munzing	N/A
OC Vector Control District	Hurt	N/A
California JPIA	Duncan	Ackley
Coastal Greenbelt Authority	Duncan	Ackley
South Orange County Watershed Management Area	Ackley	Public Works Staff

ORGANIZATION	MEMBER	MEMBER
Aliso Viejo Ranch Foundation	Munzing	Hurt

7. CITY MANAGER' S REPORT:

City Manager Mitzi Ortiz congratulated the newly sworn-in councilmembers; and announced the 7th Annual All is Bright Holiday Celebration and Tree Lighting Ceremony to be held from 5:00 p.m. to 8:00 p.m. on December 5, 2024, at Aliso Viejo Town Center; Crafts with the Clauses to be held from 9:00 a.m. to 11:00 a.m. on December 14, 2024 at Aliso Viejo Ranch; Boys and Girls Club of Capistrano Valley's Operation Holiday Homework event be held from 3:00 p.m. to 6:00 p.m. on December 13, 2024, at Aliso Viejo Ranch; and OCFA's Spark of Love Holiday Toy Drive, accepting donations through December 13, 2024.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Duncan:
- Expressed appreciation of fellow councilmembers

Councilmember Hurt:
- Expressed appreciation to residents, City staff and fellow councilmembers
- Congratulated Mayor Pro Tem Ackley on her appointment to serve as Mayor in 2025
- Wished residents a safe and happy holiday season

Councilmember Zandbergen:
- Expressed optimism about working with the city council

Mayor Pro Tem Ackley:
- Announced Wood Canyon Elementary School's Winter Cometland fundraising event
- Congratulated Councilmember Zandbergen on being elected to the City Council
- Congratulated Councilmember Duncan on his appointment to Mayor Pro Tem
- Wished residents a safe and happy holiday season

Mayor Munzing:

- Wished residents a safe and happy holiday season
- Expressed appreciation to the City Manager and staff

9. **ADJOURNMENT:** Mayor Munzing adjourned the meeting at 9:55 p.m. to the regularly scheduled meeting of January 15, 2025.

Respectfully submitted:

_____
JANET MARTINEZ
CITY CLERK

Approved by:

_____
MIKE MUNZING
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: January 15, 2025

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 November 22, 2024, and December 19, 2024, in the amount of $1,998,474.57.

Fiscal Impact:

Expenditures in the amount of $1,998,474.57.

Background:

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

Discussion:

The attached registers containing checks and electronic funds transfers issued between November 22, 2024, and December 19, 2024, for $1,998,474.57, 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.	JAN'25 LIFE INSURANCE	1,564.32
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011700584 - 11/7 PN-AVALON AV STUDY SESSION	419.70
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF001170318 - 11/21 PH-27141 ALISO CRK RD (OCHCA)	310.00
CHOICE BUILDER	JAN'25 DENTAL - DD	145.88
CHOICE BUILDER	JAN'25 DENTAL - RC	145.88
CHOICE BUILDER	JAN'25 VISION - RC	24.19
CHOICE BUILDER	JAN'25 VISION - DD	24.19
CHOICE BUILDER	JAN'25 DENTAL INSURANCE	1,783.75
CHOICE BUILDER	JAN'25 DENTAL - RH	96.90
CHOICE BUILDER	JAN'25 VISION - RH	15.03
CHOICE BUILDER	JAN'25 VISION INSURANCE	276.88
DE NOVO PLANNING GROUP	CEQA PROFESSIONAL SERVICES	6,411.45
BEST BEST & KRIEGER	NOV'24 BBK APPLICANT INITIATED REIMB (AIR)-COMMONS	10,135.00
BEST BEST & KRIEGER	NOV'24 BBK APPLICANT INITIATED REIMB (AIR)-COMMONS	100.00
CHARLES ABBOTT ASSOC INC	OCT'24 ALISO CREEK GRADING - R.BRUNELL	866.25
CHARLES ABBOTT ASSOC INC	OCT'24 PERMIT 5076 - R.BRUNELL	183.75
CHARLES ABBOTT ASSOC INC	OCT'24 PERMIT 5077 - R.BRUNELL	997.50
CHARLES ABBOTT ASSOC INC	OCT'24 FERREIRA - R.BRUNELL	157.50
CHARLES ABBOTT ASSOC INC	OCT'24 ST. MARY'S GRADING - R.BRUNELL	131.25
CHARLES ABBOTT ASSOC INC	OCT'24 SCE - R.BRUNELL	52.50
CHARLES ABBOTT ASSOC INC	OCT'24 KAISER GRADING - R.BRUNELL	813.75
CHARLES ABBOTT ASSOC INC	OCT'24 MNWD - R.BRUNELL	1,365.00
CHARLES ABBOTT ASSOC INC	OCT'24 ATT - R.BRUNELL	52.50
CHARLES ABBOTT ASSOC INC	OCT'24 CAA - ALISO CREEK GRADING - S.WILSON	95.00
CHARLES ABBOTT ASSOC INC	OCT'24 CAA - KAISER GRADING - S.WILSON	47.50
CHARLES ABBOTT ASSOC INC	OCT'24 CAA - ST. MARY'S GRADING - S.WILSON	95.00
ALFREDO VENEGAS	CD-2024-00106_4 SHADY NOOK_ALFREDO VENEGAS	500.00
V-CORP CONTRACTING SERVICES INC	CD-2023-00075_130 VANTIS DR 110_V-CORP	500.00
		27,310.67
CITY COUNCIL		
SIMONSON PHOTOGRAPHY, INC	12/05 - TZ - COUNCIL PORTRAIT	382.51
AT&T	10/17/24-11/16/24 CITY COUNCIL PHONE LINES	237.43
US BANK PURCHASING CARD PROGRAM	LL 11/15 FEDEX - AB GRAPHICS/BREA	35.55
ROSS CHUN	RC 10/16-10/18/24 LOCC CONFERENCE REIMBURSEMENT	182.78
	CITY COUNCIL TOTAL:	**838.27**
CITY MANAGER		
AT&T	10/17/24-11/16/24 CITY MANAGER PHONE	45.47
AT&T	10/17/24-11/16/24 HR PHONE	50.51
	CITY MANAGER TOTAL:	**95.98**
ECONOMIC DEVELOPMENT		
HUNT & SONS LLC	2ND QTR - APR-JUN'24 SALES TAX SUBSIDY (FY23-24)	378,837.90
EFUEL LLC	JUL-SEP'24 SALES TAX-EFUEL	140,547.00
	ECONOMIC DEVELOPMENT TOTAL:	**519,384.90**
HUMAN RESOURCES		
CHARLES C STILL	DEC'24-KG SECURE LIVE SCAN FEES	67.00
OC FAMILY MEDICINE	NOV'24 TB TESTS & EMPLOYEE EXAMS	205.00
CHARLES C STILL	NOV'24-JM SECURE LIVE SCAN FEES	67.00
HEALTH AND HUMAN RESOURCE CENTER INC	JAN'25 EAP PROGRAM	102.90
US BANK PURCHASING CARD PROGRAM	JNL 11/10 MANDATED REPORTER - TRAINING	7.99
	HUMAN RESOURCES TOTAL:	**449.89**
CITY CLERK		
GLADWELL GOVERNMENTAL SERVICES INC	FY24-25 REC RTNTN LEGAL REV-UPDATE & ADVICE	350.00
STAPLES ADVANTAGE	NOV'24 CCLK OFFICE SUPPLIES	105.54
US BANK PURCHASING CARD PROGRAM	LL 11/6 FEDEX - E. MODEER/ALISO VIEJO	25.85
US BANK PURCHASING CARD PROGRAM	LL 10/23 MMASC MBSHP RENEWAL L. TORRES	125.00

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	MO 11/06 LAZ PRKG - OCCMA GEN LUNCH GG	5.00
US BANK PURCHASING CARD PROGRAM	MO 11/05 LEAGUE OF CA CITIES - ZOOM WEBINAR	25.00
US BANK PURCHASING CARD PROGRAM	MO 10/24 GRAND HYATT-CJPIA R.MGMT IW VALET REFUND	(748.08)
	CITY CLERK TOTAL:	**-111.69**
CITY ATTORNEY		
BEST BEST & KRIEGER	OCT'24 BBK LITIGATION - CC	366.90
BEST BEST & KRIEGER	NOV'24 BBK GENERAL RETAINER LEGAL SERVICES	24,150.00
BEST BEST & KRIEGER	NOV'24 NPDES NEW PERMIT (NON-RETAINER)	173.40
BEST BEST & KRIEGER	NOV'24 BBK GENERAL LITIGATION	204.60
	CITY ATTORNEY TOTAL:	**24,894.90**
FINANCE		
CHOICE BUILDER	JAN'25 ADMIN FEE	30.00
DAVIS FARR LLP	FY23-24 AV CITY ANNUAL AUDIT - FINAL BILLING	4,380.00
DAVIS FARR LLP	STATE CONTROLLER'S REPORT	2,600.00
PARS	AUG'24 PARS REP FEES	300.00
PARS	SEP'24 PARS REP FEES	300.00
PARS	OCT'24 PARS REP FEES	300.00
TOTAL COMPENSATION SYSTEMS, INC.	FY24-25 GASB 75 ACTUARIAL VALUATION - ROLLFORWARD	810.00
US BANK PURCHASING CARD PROGRAM	AE 10/30 GFOA TRAINING - COMPENSATED ABSENCES - NS	85.00
US BANK PURCHASING CARD PROGRAM	AE 10/30 GFOA-CONFERENCE REGISTRATION - AE	525.00
US BANK PURCHASING CARD PROGRAM	AE 10/30 GFOA - ACCOUNTING SERIES TRAINING - NS	550.00
US BANK PURCHASING CARD PROGRAM	AE 10/30 GFOA TRAINING - COMPENSATED ABSENCES - MM	85.00
	FINANCE TOTAL:	**9,965.00**
INFORMATION TECHNOLOGY		
AT&T	10/22/24-11/21/24 CH AT&T CALNET ALARM/POTS LINE	3,751.87
COX COMMUNICATIONS, INC	DEC'24 ACCT#0202 CH CABLE TV	184.96
COX COMMUNICATIONS, INC	DEC'24 ACCT#8802 CH INTERNET - FIBER (600MB)	1,500.00
COX COMMUNICATIONS, INC	DEC'24 ACCT#9302 LAB INTERNET	85.39
NEXUS IS INC	DEC'24 NETWORK SUPPORT & SECURITY	416.67
AT&T	DEC'24 CH AT&T FIBER INTERNET SERVICE	1,704.89
AT&T	10/17/24-11/16/24 EOC MIFI	160.96
AT&T	10/17/24-11/16/24 CITY HALL MIFI	123.72
AT&T	10/17/24-11/16/24 EOC PHONES LINES	110.03
AT&T	10/17/24-11/16/24 FLEET COMPLETE GPS	202.52
STAPLES ADVANTAGE	NOV'24 IT OFFICE SUPPLIES	301.03
JOSE RUEL FABELLA DIRA	NOV'24 ENERGOV & GIS	1,300.00
EATON CORPORATION	8/08/24-8/07/25 POWER QUALITY US UPS SERVICE-CH	3,725.50
GOTO COMMUNICATIONS	DEC'24 CH GOTO VOIP SERVICE & SUPPORT	1,996.68
TANGENT COMPUTERS INC	11/23/24-12/22/24 CH O365 LICENSING AND SUPPORT	2,976.70
DOCUSIGN	OCT'24-25 CH DOCUSIGN PREMIER SPT ENT PRO EDITION	4,480.19
AT&T	NOV'24 CH AT&T FIBER INTERNET SERVICE	1,704.89
US BANK PURCHASING CARD PROGRAM	IA 10/28 EOC YOUTUBE SUBSCR	72.99
US BANK PURCHASING CARD PROGRAM	IA 11/16 GODADDY - SSL RENEWAL	99.99
US BANK PURCHASING CARD PROGRAM	IA 11/12 GODADDY-ALISOVIEJOFAMILYRESOURCECENTER	22.17
US BANK PURCHASING CARD PROGRAM	IA 11/11 GODADDY - AVCITY DOMAIN RENEWALS	129.31
US BANK PURCHASING CARD PROGRAM	IA 11/16 WAITWHILE SUBSCRIPTION	196.00
US BANK PURCHASING CARD PROGRAM	IA 10/22 ESRI - SOFTWARE	600.00
US BANK PURCHASING CARD PROGRAM	IA 11/06 AMAZON - VERSA DESK	623.87
US BANK PURCHASING CARD PROGRAM	IA 11/08 GODADDY - ALISOVIEJOCONFERENCECENTER.COM	22.17
LUNAVI, INC	DEC'24 OFFSITE BACKUP STORAGE	604.25
	INFORMATION TECHNOLOGY TOTAL:	**27,096.75**
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	DEC'24 - RECORDS OFF SITE STORAGE	445.83
DS SERVICES OF AMERICA, INC	12/5 CH BOTTLED WATER SERVICE	105.89
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	NOV'24 VISTA PARK LIGHTING REPAIR	199.68
RICOH USA	SEP-NOV'24 RICOH C5300S COPY ROOM PRINTS (2624)	432.41
RICOH USA	NOV'24 RICOH 2504EX FRONT COUNTER PRINTS (4456)	72.72
RICOH USA	DEC'24 RICOH RSI CLOUD SUBSCRIPTION (SW1860708)	24.31
RICOH USA	DEC'24 RICOH 2504 BACK OFFICE PRINTS (4542)	70.23
CINTAS CORPORATION NO. 2	DEC'24 CH & STE 200 FIRST AID SUPPLIES	190.57
STAPLES ADVANTAGE	OCT'24 COPY&BREAKROOM SUPPLIES NON DEPARTMENTAL	252.22
STAPLES ADVANTAGE	NOV'24 COPY&BREAKROOM SUPPLIES NON DEPARTMENTAL	829.22
QUADIENT FINANCE USA, INC	QUADIENT POSTAGE-ADDED 11/18/24	500.00
US BANK PURCHASING CARD PROGRAM	EM 11/18 JIFFY LUBE-EO MGR RAV4 LP 1475148 OIL SVC	220.07

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	EM 11/19 BLISS CW - F150 CAR WASH	35.00
US BANK PURCHASING CARD PROGRAM	LL 11/06 INSTACART - S&F CC MTG 11/6 ADJ CHARGE	0.58
US BANK PURCHASING CARD PROGRAM	LL 10/29 READY REFRESH - WATER FILTRATION 9/25-10/	61.16
US BANK PURCHASING CARD PROGRAM	LL 11/06 INSTACART - S&F CC MTG 11/6 SNACKS/DRNKS	120.23
US BANK PURCHASING CARD PROGRAM	LL 11/20 URBAN PLATES - CC MTG 11/20 DINNER	113.12
US BANK PURCHASING CARD PROGRAM	LL 11/20 URBAN PLATES - CC MTG 11/20 DINNER	136.63
US BANK PURCHASING CARD PROGRAM	LL 11/06 OC WINE MART - CC MTG 11/6 DINNER	241.20
US BANK PURCHASING CARD PROGRAM	LL 11/01 COSTCO - BUSINESS DELIVERY	373.34
RICOH USA	DEC'24 RICOH C5300S COPY ROOM LEASE (2624)-PRINCIP	616.63
RICOH USA	DEC'24 RICOH C5300 COPY OROM LEASE (2624)-INTEREST	77.57
NIEVES LANDSCAPE INC	NOV'24 LANDSCAPE MAINTENANCE VISTA PARK	1,064.97
MOULTON NIGUEL WATER DIST	10/14/24-11/12/24 METER #1675 89 PLAYA CIR WATER S	54.07
US BANK PURCHASING CARD PROGRAM	AE 10/30 HARBOR STATION - NOV'24 89 PLAYA CIR HOA	191.01
KYRSTI NICOLE ASHMALL	OCT'24-3.79 HRS-PIO GENERAL	341.10
VIGICABI INC	NOV'24 INSTALLATION OF BANNERS - HOLIDAY	1,449.00
US BANK PURCHASING CARD PROGRAM	KB 11/06 VALVOLINE OIL - WORK TRUCK OIL CHANGE	144.39
MOULTON NIGUEL WATER DIST	ACCT#64101 VISTA WATER SVC	512.60
SO CAL EDISON	NOV'24 ACCT#2427 89 PLAYA CIR ELECTRICITY	2.21
	NON-DEPARTMENTAL TOTAL:	**8,877.96**
C. S. ADMINISTRATION		
UNITED SITE SERVICES OF CALIFORNIA, INC	12/05-12/06/24 TREE LIGHTING EVT - RESTROOM RENTAL	731.01
AMAZON CAPITAL SERVICES INC	NOV'24 AMAZON-BLUE INDUSTRIAL GLOVES TREE LIGHTING	13.19
AMAZON CAPITAL SERVICES INC	NOV'24 AMAZON-AMAZON C BATTERIES TREE LIGHTING	8.01
AMAZON CAPITAL SERVICES INC	NOV'24 AMAZON-ENERGIZER AA BATTERIES TREE LIGHTING	17.22
NATIONAL RECREATION AND PARK ASSOCIATION	NRPA 2025 MEMBERSHIP RENEWAL	700.00
ERIC WINTER	STATE OF THE CITY: MAYOR SHOOT EDITS & MUSIC LIC.	3,120.00
US BANK PURCHASING CARD PROGRAM	LL 10/24 FACEBK - META ADS INSTA POST	25.00
CABCO YELLOW INC	OCT'24 SMP FUND R&CS CONTRIB TRANSPORTATION SVC	896.00
M&J PAUL ENTERPRISES INC	12/14 FINAL PAYMENT - CRAFTS WITH THE CLAUSES	675.00
SOUTH COAST SYMPHONY	COMMUNITY ASSIST GRANT 2024 - SOUTH COAST SYMPHONY	750.00
US BANK PURCHASING CARD PROGRAM	EM 10/29 CPRS - JOB POST	75.00
US BANK PURCHASING CARD PROGRAM	EM 11/20 STARBUCKS - INTERVIEW PANEL	24.65
US BANK PURCHASING CARD PROGRAM	EM 11/18 HOME DEPOT - JUMBO BULBS	161.50
US BANK PURCHASING CARD PROGRAM	EM 11/18 HOME DEPOT - JUMBO BULBS	80.75
US BANK PURCHASING CARD PROGRAM	EM 11/18 HOME DEPOT - RETURN JUMBO BULBS	(80.75)
US BANK PURCHASING CARD PROGRAM	JB 10/24 CPRS - FALL BROCHURE EXCHANGE	20.00
US BANK PURCHASING CARD PROGRAM	JB 10/24 HOBBY LOBBY - TREE LIGHTING CRAFT BINS	34.44
US BANK PURCHASING CARD PROGRAM	JB 10/24 DOLLAR TREE - TL SUPPLIES - RETURN	(17.51)
US BANK PURCHASING CARD PROGRAM	JB 10/24 HOBBY LOBBY - TREE LIGHTING CRAFT BINS	86.09
US BANK PURCHASING CARD PROGRAM	JB 10/24 DOLLAR TREE - TREE LIGHTING SUPPLIES	103.52
US BANK PURCHASING CARD PROGRAM	JB 10/24 HOBBY LOBBY - TREE LIGHTING SUPPLIES	163.18
US BANK PURCHASING CARD PROGRAM	JB 10/24 HOBBY LOBBY - TL SUPPLIES - RETURN	(40.74)
US BANK PURCHASING CARD PROGRAM	JNL 11/14 SOUTHWEST - CONFERENCE FLIGHT	339.96
US BANK PURCHASING CARD PROGRAM	JNL 11/13 CPRS - CONFERENCE REGISTRATION	495.00
US BANK PURCHASING CARD PROGRAM	JNL 11/02 SMART&FINAL - ICE FOR RENTAL	17.20
US BANK PURCHASING CARD PROGRAM	JNL 11/02 SMART&FINAL - ICE FOR RENTAL	12.91
	C. S. ADMINISTRATION TOTAL:	**8,410.63**
IGLESIA PARK		
SO CAL EDISON	NOV'24 ACCT#7997 IGLESIA PARK ELECTRICITY	350.02
NIEVES LANDSCAPE INC	NOV'24 LANDSCAPE MAINTENANCE IGLESIA PARK	7,085.61
	IGLESIA PARK TOTAL:	**7,435.63**
IGLESIA BUILDING		
SONITROL ORANGE COUNTY LLC	DEC'24 IGLESIA ACCESS CONTROL	109.39
ZAPP PEST MANAGEMENT	NOV'24 PEST CONTROL IGLESIA BLDG	75.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	AUG'24 TRUCK STOCK FOR FIELD OPERATIONS	82.85
SO CAL EDISON	NOV'24 ACCT#7997 IGLESIA BLDG ELECTRICITY	1,280.50
TEAM ONE MANAGEMENT SERVICES	NOV'24 IGLESIA JANITORIAL SERVICES	950.00
	IGLESIA BUILDING TOTAL:	**2,497.74**
PLANNING		
ATLAS PLANNING SOLUTIONS	NOV'24 SAFETY ELEMENT UPDATE	5,000.00
REBECCA J CAHA	NOV'24 AFFORD. HOUSING CONSULTANT SERVICES	1,875.00
US BANK PURCHASING CARD PROGRAM	SK 10/23 CALBO TRAINING - SW	105.00

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	SK 10/23 CALBO TRAINING - CN	105.00
	PLANNING TOTAL:	**7,085.00**
BUILDING		
STAPLES ADVANTAGE	OCT'24 PLNG OFFICE SUPPLIES	139.62
	BUILDING TOTAL:	**139.62**
CODE ENFORCEMENT		
CALRIGHT INSTRUMENTS INC	SOUND METER CALIBRATION	190.00
US BANK PURCHASING CARD PROGRAM	SK 11/04 LIFE STORAGE FOR CONFISCATED TACO STAND	631.20
	CODE ENFORCEMENT TOTAL:	**821.20**
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	DEC'24 PVM WAREHOUSE LEASE	1,035.00
AT&T	10/17/24-11/16/24 PUBLIC WORKS TABLETS	120.72
RICHARD FISHER ASSOCIATES	NOV'24 LANDSCAPE INSPECTION SERVICES	2,581.70
MURPHY SWITCH OF CA	DEC'24 MURCAL IOT SMARTCOMMAND MONITORING SERVICES	450.00
CHARLES ABBOTT ASSOC INC	OCT'24 CAA - NPDES	9,267.50
CHARLES ABBOTT ASSOC INC	OCT'24 CAA -SOLID WASTE	2,207.50
US BANK PURCHASING CARD PROGRAM	SP 11/05 CA PROFESSIONAL ENGINEER LICENSE SP 2024	180.00
STATE WATER RESOURCES CONTROL BOARD	FY24-25 ANNUAL NPDES PERMIT FEE	27,293.00
	ENGINEERING (GENERAL) TOTAL:	**43,135.42**
STREET MAINTENANCE		
PV MAINTENANCE INC	NOV'24 PVM STREET MAINTENANCE MOE TAX	24,740.42
US BANK PURCHASING CARD PROGRAM	EM 11/07 SEPULVEDA-SAND FOR PAVERS STREETS REPAIRS	190.16
US BANK PURCHASING CARD PROGRAM	EM 11/01 THE HOME DEPOT - CONCRETE STREETS REPAIRS	21.69
CHARLES ABBOTT ASSOC INC	OCT'24 STREET INVESTIGATIONS	3,832.50
	STREET MAINTENANCE TOTAL:	**28,784.77**
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	LIC FOR TEMPLE EL BETH FESTIVITIES CFM-2425-277	(1,777.38)
COUNTY OF ORANGE	DEC'24 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	892,522.05
	LAW ENFORCEMENT-CONTRACT TOTAL:	**890,744.67**
LAW ENFORCEMENT-OTHER		
SEAVCO INC	NOV'24 BMW REPAIR - REAR BRAKE PAD & LEVEL 1 SVC	807.01
SEAVCO INC	NOV'24 BMW REPAIR - TIRE & BRAKE PADS	1,175.30
AT&T	10/17/24-11/16/24 PALS PHONE LINE	45.47
STAPLES ADVANTAGE	OCT'24 POLICE SERVICES OFFICE SUPPLIES	146.67
ALL CITY MANAGEMENT SERVICES	11/10-11/23/24 413.78 HRS-CROSSING GUARD SERVICES	13,869.91
US BANK PURCHASING CARD PROGRAM	RD 10/30 THE TOLL ROADS	575.00
US BANK PURCHASING CARD PROGRAM	RD 11/01 CHEVRON - VEHICLE WASH HEALTH FAIR	39.13
US BANK PURCHASING CARD PROGRAM	RD 11/15 SGT PEPPERONI'S - SUPPLIES DUI CHECKPOINT	278.00
US BANK PURCHASING CARD PROGRAM	RD 11/13 COSTCO - SUPPLIES DUI CHECKPOINT	159.50
US BANK PURCHASING CARD PROGRAM	RD 10/28 INTERNATIONAL CPTED - ANNUAL	65.52
COUNTY OF ORANGE	AUG'24 RADIO REPAIR	129.49
	LAW ENFORCEMENT-OTHER TOTAL:	**17,291.00**
ANIMAL CONTROL		
CITY OF MISSION VIEJO	FY23-24 TRUE-UP ADJUSTMENT CREDIT	(7,151.04)
CITY OF MISSION VIEJO	FY24-25 OCT-DEC'24 ANIMAL SERVICES	132,655.00
	ANIMAL CONTROL TOTAL:	**125,503.96**
EOC		
STAPLES ADVANTAGE	OCT'24 EOC OFFICE SUPPLIES	46.21
ALISO VIEJO SELF STORAGE	JAN-MAR'25 STORAGE UNIT RENT #75	1,400.00
US BANK PURCHASING CARD PROGRAM	SL 11/13 NEMA-NAT'L EMERGENCY MGT ASSOC MEMBERSHIP	187.50
US BANK PURCHASING CARD PROGRAM	SL 11/03 CANVA - PRO ANNUAL SUBSCRIPTION	119.99
US BANK PURCHASING CARD PROGRAM	SL 11/11 SOS SURVIVAL - STAFF EMERGENCY KITS	147.35
	EOC TOTAL:	**1,901.05**
	GENERAL FUND TOTAL:	**1.752.553.32**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
TEAM ONE MANAGEMENT SERVICES	DEC'24 CH JANITORIAL SERVICES	2,700.00
SONITROL ORANGE COUNTY LLC	DEC'24 CH ACCESS CONTROL	609.40
SONITROL ORANGE COUNTY LLC	DEC'24 CH INTRUSION DETECTION	383.54
ZAPP PEST MANAGEMENT	NOV'24 PEST CONTROL SERVICES CH	75.00
ENTRY CONTROL, INC	DEC'24 CH LOCKSMITH SERVICES-PART 1 OF 2 REKEYING	585.04

Vendor Name	Description (Item)	Amount
ENTRY CONTROL, INC	DEC'24 CH LOCKSMITH SERVICES - PART 2 REKEYING	690.02
BRADY INDUSTRIES OF CALIFORNIA LLC	NOV'24 CH JANITORIAL SUPPLIES	863.69
BRADY INDUSTRIES OF CALIFORNIA LLC	DEC'24 CH JANITORIAL SUPPLIES	210.37
THE GAS COMPANY	10/31/24-12/03/24 MTR#16122180 CH GAS SVC	829.91
SO CAL EDISON	NOV'24 ACCT#7189 CH ELECTRICITY	5,005.15
TEAM ONE MANAGEMENT SERVICES	NOV'24 CH JANITORIAL SERVICES	2,700.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	AUG'24 CH - ELECTRICAL STOCK	56.71
FOSTERS' GARDENS INC	NOV'24 CH INTERIOR PLANT MAINTENANCE	115.00
PACIFIC PARK II ASSOCIATION	DEC'24 CH ASO ASSOCIATION DUES	502.00
NIEVES LANDSCAPE INC	NOV'24 LANDSCAPE MAINTENANCE CH	701.73
THURSTON ELEVATOR CONCEPTS INC	DEC'24 CH ELEVATOR MAINTENANCE	137.00
MOULTON NIGUEL WATER DIST	ACCT#65408/65407/65406 CH WATER SVC	642.08
	NON-DEPARTMENTAL TOTAL:	**16,806.64**
	GEN. FD-CITY HALL TOTAL:	**16,806.64**

103 - GF-AV RECREATION SERVICES

RECREATION SERVICES

CSG FORTE PAYMENTS, INC	NOV'24 CREDIT CARD SERVICE FEES - POS	681.30
CSG FORTE PAYMENTS, INC	NOV'24 CREDIT CARD SERVICE FEES - WEB	612.92
AT&T	10/22/24-11/21/24 AVR AT&T CALNET ALARM/POTS LINE	1,250.63
PV MAINTENANCE INC	NOV'24 PVM AVR MAINTENANCE	1,864.85
KIMBERLY DOWNEY ESMOND	FALL2024-FAL020 DANCE - 9 PARTICIPANTS	540.00
SKYHAWKS SPORTS ACADEMY, LLC	FALL2024-FAL053/054/055 MULTISPORT-15 PARTICIPANTS	1,026.00
RUIHONG LI	FALL2024-FAL302/305/308 YOGA - 10 PARTICIPANTS	504.00
TUMBLE-N-KIDS, INC	FALL2024-FAL038/030/034 GYMNASTICS-16 PARTICIPANTS	796.80
WADORYU USA INC	FALL2024-FAL138 KARATE - 1 PARTICIPANT	63.00
SOPHI ALBERT	FALL2024-FAL124 PIANO - 7 PARTICIPANTS	588.00
PRESTIGIOUS CLEANERS LLC	11/26 AVR LINEN DRY CEANING	204.12
FITNESS WITH FLAVOR LLC	FALL2024-HHTLR HIP HOP-23 PARTICIPANTS	138.00
L & O ALISO VIEJO, LLC	FALL2024-FAL231 RESTORE AND RELEASE-2 PARTICIPANTS	28.00
ERNA VAN DYK	FALL2024-FAL100 WATERCOLOR - 4 PARTICIPANTS	84.00
AMAZON CAPITAL SERVICES INC	NOV'24 AMAZON-KLEENEX TISSUES FOR AVR	32.31
AMAZON CAPITAL SERVICES INC	NOV'24 AMAZON-PURRELL HAND SANITIZER AVR	30.02
AMAZON CAPITAL SERVICES INC	NOV'24 AMAZON-PLASTIC ICE SCOOPER AVR	13.47
AMAZON CAPITAL SERVICES INC	NOV'24 AMAZON-HALLOWEEN DECOR RETURN AVR	(39.86)
AMAZON CAPITAL SERVICES INC	NOV'24 AMAZON-DAWN DISH SOAP 3 PACK AVR	14.06
SONITROL ORANGE COUNTY LLC	DEC'24 AVR ACCESS CONTROL	535.57
SONITROL ORANGE COUNTY LLC	DEC'24 AVCENTER AND AQC ACCESS CONTROL	125.20
ZAPP PEST MANAGEMENT	NOV'24 PEST CONTROL SERVICES AVR	95.00
ZAPP PEST MANAGEMENT	DEC'24 PEST CONTROL SERVICES AVR	1,200.00
AT&T	DEC'24 AVR AT&T INTERNET SERVICE	1,018.44
AT&T	10/17/24-11/16/24 REC TABLET	40.24
AT&T	10/17/24-11/16/24 REC PHONE LINES	181.88
LYONS SECURITY SERVICE IN	NOV'24 GCF SECURITY SERVICES	1,102.50
TEAM ONE MANAGEMENT SERVICES	NOV'24 AVR JANITORIAL SERVICES	5,090.00
JOY E. TORRES	FALL2024-FAL152/153/217/218 YOGA - 15 PARTICIPANTS	1,416.00
BRADY INDUSTRIES OF CALIFORNIA LLC	DEC'24 AVR JANITORIAL SUPPLIES	284.18
EATON CORPORATION	8/08/24-8/07/25 POWER QUALITY US UPS SERVICE- AVR	5,000.00
US BANK PURCHASING CARD PROGRAM	EM 11/18 MCFADDEN-DALE - AVR STENCILS	38.57
GOTO COMMUNICATIONS	DEC'24 AVR GOTO VOIP SERVICE & SUPPORT	667.06
TANGENT COMPUTERS INC	11/23/24-12/22/24 AVR O365 LICENSING AND SUPPORT	525.30
THE KNOT WORLDWIDE INC	WEDDING PRO PROGRAM SUBSCRIPTION - THE BARN AVR	8,910.00
SO CAL EDISON	NOV'24 ACCT#4551 FARM ELECTRICITY	351.27
SO CAL EDISON	NOV'24 ACCT#6247 AVR ELECVTRICITY	3,057.95
AARON FLORA	NOV'24 RENEWABLE FARMS	17,834.21
425 VENTURES, LLC	FALL2024-FAL046/FAL047 SOCCER - 12 PARTICIPANTS	1,166.40
GARDAWORLD	DEC'24 AVR - CASH COURIER SERVICE	493.79
BREAKTHROUGH SPORTS LLC	FALL2024-FAL805 BASKETBALL - 5 PARTICIPANTS	225.00
MUSIC MOVES ACADEMY INC	FALL2024-FAL902 MUSIC-8 PARTICIPANTS	192.00
JOHN DAVID ALLEN JR	FALL2024-FAL164/160/072 TENNIS - 21 PARTICIPANTS	701.40
DOCUSIGN	OCT'24-25 AVR DOCUSIGN PREMIER SPT ENT PRO EDITION	4,480.19
L & O ALISO VIEJO, LLC	FALL2024-FAL223 PICKLEBALL - 6 PARTICIPANTS	294.00
DS SERVICES OF AMERICA, INC	11/20 AVR BOTTLED WATER SERVICE	85.32
WESTERN A/V	APR'24-MAR'25 AUDIO VISUAL EXTENDED SERVICE	3,235.00

Vendor Name	Description (Item)	Amount
LYONS SECURITY SERVICE IN	NOV'24 AVR EVENT SECURITY SERVICES	4,669.88
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	OCT'24 AVR LIGHTING REPAIR	345.86
TEAM ONE MANAGEMENT SERVICES	OCT'24 AVR JANITORIAL SERVICES	5,000.00
FOSTERS' GARDENS INC	NOV'24 AVR INTERIOR PLANT MAINTENANCE	110.00
AT&T	NOV'24 AVR AT&T INTERNET SERVICE	1,018.44
STAPLES ADVANTAGE	OCT'24 RCS OFFICE SUPPLIES	98.24
NIEVES LANDSCAPE INC	NOV'24 LANDSCAPE MAINTENANCE AVR	2,341.86
FITNESS WITH FLAVOR LLC	FL24-FAL190/191/198/116/117/121/109/112/113-42 PAR	2,369.40
BRADY INDUSTRIES OF CALIFORNIA LLC	NOV'24 AVR JANITORIAL SUPPLIES	935.36
COUNTY OF ORANGE-	RESTAURANT PERMIT_ AVR_OCHCA	698.00
US BANK PURCHASING CARD PROGRAM	JB 10/24 PAVILIONS - BREAKROOM SUPPLIES	8.07
US BANK PURCHASING CARD PROGRAM	JNL 11/05 WHENTOWORK - SUBSCRIPTION RENEWAL	375.00
US BANK PURCHASING CARD PROGRAM	KB 10/31 JOHNSTONE SUPPLY - AVR ELECTRICAL/SAFETY	220.03
US BANK PURCHASING CARD PROGRAM	KB 11/05 HOME DEPOT - AVR GARBAGE DISPOSAL	133.61
US BANK PURCHASING CARD PROGRAM	KB 11/05 DENAULTS HARDWARE - AVR PLANER FOR DOORS	29.08
US BANK PURCHASING CARD PROGRAM	KB 10/30 AMAZON- AVR LOW VOLT LIGHTING TRANSFORMER	91.59
US BANK PURCHASING CARD PROGRAM	KB 10/31 AMAZON- AVR LOW VOLT LIGHTING TRANSFORMER	106.56
MOULTON NIGUEL WATER DIST	ACCT#105234/104936/104935/104986 RANCH WATER SVC	1,392.90
MOULTON NIGUEL WATER DIST	ACCT#104515/104519 FARM WATER SVC	289.72
	RECREATION SERVICES TOTAL:	**87,011.69**
	GF-AV RECREATION SERVICES TOTAL:	**87,011.69**

203 - GAS TAX

TRAFFIC ENGINEERING

HARTZOG & CRABILL INC	NOV'24 TRAFFIC SIGNAL MONITORING	2,832.50
RK ENGINEERING GROUP INC	OCT'24 TRAFFIC CALMING GUIDELINES	3,500.00
	TRAFFIC ENGINEERING TOTAL:	**6,332.50**

STREET MAINTENANCE

PV MAINTENANCE INC	NOV'24 PVM STREET MAINTENANCE GAS TAX	30,238.28
SAN DIEGO GAS & ELECTRIC	NOV'24 ST LIGHTS & TRAFFIC CTRLRS	2,751.15
SO CAL EDISON	NOV'24 ACCT#8254 TC1 ST LIGHTS ELECTRICITY	4,335.52
SAN DIEGO GAS & ELECTRIC	OCT'24 ST LIGHTS & TRAFFIC CTRLRS	2,706.62
BEAR ELECTRICAL SOLUTIONS INC	OCT'24 TRAFFIC SIGNAL MAINTENANCE RESPONSE	10,546.32
BEAR ELECTRICAL SOLUTIONS INC	OCT'24 TRAFFIC SIGNAL MAINTENANCE ROUTINE	3,225.90
NIEVES LANDSCAPE INC	NOV'24 LANDSCAPE MAINTENANCE MEDIANS	1,641.51
MOULTON NIGUEL WATER DIST	ACCT#64613/64615/65346 MEDIANS WATER SVC	747.54
SO CAL EDISON	NOV'24 ACCT#6377 LS2 ST LIGHTS ELECTRICITY	1,292.07
SO CAL EDISON	NOV'24 ACCT#7241 LS1 ST LIGHTS ELECTRICITY	17,744.76
	STREET MAINTENANCE TOTAL:	**75,229.67**
	GAS TAX TOTAL:	**81,562.17**

204 - MEASURE M

GEN-MEASURE M

CABCO YELLOW INC	OCT'24 M2 FUND TRANSPORTATION SVC	3,584.00
	GEN-MEASURE M TOTAL:	**3,584.00**
	MEASURE M TOTAL:	**3,584.00**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

US BANK PURCHASING CARD PROGRAM	RD 11/20 FENIX LIGHTING - TACTICAL GEAR PATROL	1,645.00
COUNTY OF ORANGE	NOV'24 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,518.00
COUNTY OF ORANGE	DEC'24 E CITATION/MDC EQUIPMENT	6,120.27
	LAW ENFORCEMENT-OTHER TOTAL:	**9,283.27**
	PUBLIC SAFETY GRANTS TOTAL:	**9,283.27**

225 - INTEGRATED WASTE MGMT FD

GEN-TECHNOLOGY GRANTS

CHARLES ABBOTT ASSOC INC	OCT'24 CAA CONTRACT SERVICES - SB1383	3,116.25
	GEN-TECHNOLOGY GRANTS TOTAL:	**3,116.25**
	INTEGRATED WASTE MGMT FD TOTAL:	**3,116.25**

Vendor Name	Description (Item)	Amount
241 - TECHNOLOGY FUND		
GEN-TECHNOLOGY GRANTS		
ERIC WINTER	NOV'24-CC MTGS 11/6&11/20.SPRTS ZN 11-12B.ADMIN	1,254.25
WESTERN A/V	APR'24-MAR'25 AUDIO VISUAL EXTENDED SERVICE	10,000.00
	GEN-TECHNOLOGY GRANTS TOTAL:	**11,254.25**
	TECHNOLOGY FUND TOTAL:	**11,254.25**
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	DEC'24 - AQC RETENTION FEES	(1,208.30)
		-1,208.30
GEN-AQUATIC CENTER		
COX COMMUNICATIONS, INC	DEC'24 ACCT#6701 AQC INTERNET	510.31
HASA INC	NOV'24 AQC POOL CHEMICALS - CHLORINE & ACID	810.13
ZAPP PEST MANAGEMENT	NOV'24 PEST CONTROL SERVICES AQC	75.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	NOV'24 AQC TREE LIGHTING REPAIRS	159.32
AQUATIC TECHNOLOGIES, INC	PUMP SERVICE - WET PLAY PUMP SEAL	1,047.33
AQUATIC TECHNOLOGIES, INC	OCT'24 POOL MAINTENANCE	2,693.00
AQUATIC TECHNOLOGIES, INC	NOV'24 POOL MAINTENANCE	2,693.00
TEAM ONE MANAGEMENT SERVICES	NOV'24 AQC JANITORIAL SERVICES	2,100.00
TEAM ONE MANAGEMENT SERVICES	DEC'24 AQC JANITORIAL SERVICES	2,370.32
THE GAS COMPANY	11/01/24-12/04/24 MTR#15672349 AQC GAS SVC	3,259.38
GARDAWORLD	DEC'24 AQC - CASH COURIER SERVICE	548.85
UNITED BUILDING AND DEVELOPMENT SERVICES LLC	JUL'24 AQC EMERGENCY CALL OUT - REMOVE ROOTS DRAIN	3,712.00
PREMIER AQUATIC SERVICES	DEC'24 - AQC MANAGEMENT FEES	12,083.00
NIEVES LANDSCAPE INC	NOV'24 LANDSCAPE MAINTENANCE AQC	944.42
COUNTY OF ORANGE-	FY24-25 CUPA VAULTED TANK_29 SANTA BARBARA_OCHCA	255.00
US BANK PURCHASING CARD PROGRAM	KB 11/06 HOME DEPOT - AQC SHOWER HEAT LAMP	20.41
MOULTON NIGUEL WATER DIST	ACCT#64095/64096 AQC WATER SVC	574.83
	GEN-AQUATIC CENTER TOTAL:	**33,856.30**
	CITY FAC.-AQUATIC CENTER TOTAL:	**32,648.00**
311 - STREET IMPROVEMENTS		
STREETS & HIGHWAYS		
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	AUG'24 ALISO VIEJO PARKWAY REHAB DESIGN	654.98
	STREETS & HIGHWAYS TOTAL:	**654.98**
	STREET IMPROVEMENTS TOTAL:	**654.98**
	GRAND TOTAL:	**1,998,474.57**

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,752,553.32	1,752,553.32
102 - GEN. FD-CITY HALL	16,806.64	16,806.64
103 - GF-AV RECREATION SERVICES	87,011.69	87,011.69
203 - GAS TAX	81,562.17	81,562.17
204 - MEASURE M	3,584.00	3,584.00
215 - PUBLIC SAFETY GRANTS	9,283.27	9,283.27
225 - INTEGRATED WASTE MGMT FD	3,116.25	3,116.25
241 - TECHNOLOGY FUND	11,254.25	11,254.25
261 - CITY FAC.-AQUATIC CENTER	32,648.00	32,648.00
311 - STREET IMPROVEMENTS	654.98	654.98
Grand Total:	**1,998,474.57**	**1,998,474.57**

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,752,553.32
102 - GEN. FD-CITY HALL	16,806.64
103 - GF-AV RECREATION SERVICES	87,011.69
203 - GAS TAX	81,562.17
204 - MEASURE M	3,584.00
215 - PUBLIC SAFETY GRANTS	9,283.27
225 - INTEGRATED WASTE MGMT FD	3,116.25
241 - TECHNOLOGY FUND	11,254.25
261 - CITY FAC.-AQUATIC CENTER	32,648.00
311 - STREET IMPROVEMENTS	654.98
Grand Total:	**1,998,474.57**

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	340.14
101-2505-000	DENTAL INSURANCE PA…	1,880.65
101-2507-000	LIFE INSURANCE PAYABLE	1,564.32
101-2508-000	VISION INSURANCE PAY…	291.91
101-2602-000	PLANNING DEPOSIT	17,376.15
101-2603-000	ENGINEERING DEPOSIT	4,857.50
101-2606-000	C & D DEPOSIT	1,000.00
101-4-1101-4511-000	COMMUNICATION	237.43
101-4-1101-4520-000	MTGS/CONF./TRNG & D…	182.78
101-4-1101-4601-000	SUPPLIES	418.06
101-4-1501-4511-000	COMMUNICATION	95.98
101-4-1502-4781-000	C.S-OTHER	519,384.90
101-4-1503-4309-000	OTHER CONTRACTUAL S…	441.90
101-4-1503-4520-000	MTGS/CONF./TRNG & D…	7.99
101-4-1601-4309-000	OTHER CONTRACTUAL S…	350.00
101-4-1601-4502-000	AWARDS & RECOGNITI…	25.85
101-4-1601-4520-000	MTGS/CONF./TRNG & D…	-718.08
101-4-1601-4521-000	MEMBERSHIP & DUES	125.00
101-4-1601-4601-000	SUPPLIES	105.54
101-4-2101-4304-000	LEGAL SERVICES	24,150.00
101-4-2101-4701-000	NPDES	173.40
101-4-2101-4735-000	LITIGATION	571.50
101-4-2501-4301-000	PROFESSIONAL SERVICES	7,790.00
101-4-2501-4309-000	OTHER CONTRACTUAL S…	930.00
101-4-2501-4520-000	MTGS/CONF./TRNG & D…	1,245.00
101-4-3101-4301-000	PROFESSIONAL SERVICES	1,716.67
101-4-3101-4305-000	TECHNOLOGY SERVICES	11,598.90
101-4-3101-4481-000	COMPUTER EXPENSE	13,480.15
101-4-3101-4601-000	SUPPLIES	301.03
101-4-3501-4301-000	PROFESSIONAL SERVICES	341.10
101-4-3501-4421-000	EQUIPMENT RENTAL	432.41
101-4-3501-4422-000	EQUIP RENTAL LEASE - P…	616.63
101-4-3501-4431-000	BUILDING & GROUND M…	2,024.54
101-4-3501-4471-000	RENT	445.83
101-4-3501-4512-000	POSTAGE	500.00
101-4-3501-4513-000	PRINTING	167.26
101-4-3501-4517-000	VEHICLE MAINTENANCE	399.46
101-4-3501-4542-000	INTEREST EXPENSE - LEA…	77.57
101-4-3501-4553-000	COMMUNITY BRANDING	1,449.00
101-4-3501-4601-000	SUPPLIES	1,377.90
101-4-3501-4612-000	OPERATING SUPPLIES	1,046.26
101-4-4101-4501-000	ADVERTISING & PROMO…	25.00
101-4-4101-4520-000	MTGS/CONF./TRNG & D…	954.61

Account Summary

Account Number	Account Name	Payment Amount
101-4-4101-4521-000	MEMBERSHIP & DUES	700.00
101-4-4101-4524-000	RECREATION-SENIOR TR…	896.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	1,934.91
101-4-4101-4532-000	SPECIAL PROJECTS	3,120.00
101-4-4101-4533-000	COMMUNITY ASSISTAN…	750.00
101-4-4101-4601-000	SUPPLIES	30.11
101-4-4102-4411-000	UTILITIES	350.02
101-4-4102-4431-000	BUILDING & GROUND M…	7,085.61
101-4-4103-4411-000	UTILITIES	1,280.50
101-4-4103-4431-000	BUILDING & GROUND M…	1,217.24
101-4-4401-4309-000	OTHER CONTRACTUAL S…	1,875.00
101-4-4401-4520-000	MTGS/CONF./TRNG & D…	210.00
101-4-4401-4731-000	GENERAL PLAN	5,000.00
101-4-4402-4601-000	SUPPLIES	139.62
101-4-4403-4612-000	OPERATING SUPPLIES	190.00
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	631.20
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4521-000	MEMBERSHIP & DUES	180.00
101-4-4501-4562-000	PERMITS	27,293.00
101-4-4501-4612-000	OPERATING SUPPLIES	120.72
101-4-4501-4701-000	NPDES	9,717.50
101-4-4501-4702-000	AB939-SOLID WASTE	2,207.50
101-4-4501-4741-000	C.S-CITY ENGINEERING	2,581.70
101-4-4503-4771-000	C.S-STREET MAINTENAN…	28,784.77
101-4-5101-4308-000	LAW ENFORCEMENT	890,744.67
101-4-5102-4462-000	EQUIP MAINT-800MHZ …	129.49
101-4-5102-4511-000	COMMUNICATION	45.47
101-4-5102-4516-000	FUEL	614.13
101-4-5102-4517-000	VEHICLE MAINTENANCE	1,982.31
101-4-5102-4520-000	MTGS/CONF./TRNG & D…	503.02
101-4-5102-4612-000	OPERATING SUPPLIES	146.67
101-4-5102-4721-000	C.S-CROSSING GUARDS	13,869.91
101-4-5301-4722-000	C.S-ANIMAL CARE SERVI…	125,503.96
101-4-5401-4471-000	RENT	1,400.00
101-4-5401-4520-000	MTGS/CONF/TRNG & D…	187.50
101-4-5401-4601-000	SUPPLIES	46.21
101-4-5401-4612-000	OPERATING SUPPLIES	267.34
102-4-3501-4411-000	UTILITIES	6,477.14
102-4-3501-4431-000	BUILDING & GROUND M…	10,329.50
103-4-4105-4305-000	TECHNOLOGY SERVICES	27,140.83
103-4-4105-4309-000	OTHER CONTRACTUAL S…	10,132.00
103-4-4105-4411-000	UTILITIES	4,450.85
103-4-4105-4431-000	BUILDING & GROUND M…	23,254.43
103-4-4105-4451-000	FARM OPERATING EXPE…	19,577.70
103-4-4105-4511-000	COMMUNICATION	222.12
103-4-4105-4561-000	TAXES/FEES/PERMITS	1,788.01
103-4-4105-4601-000	SUPPLIES	241.63
103-4-4105-4612-000	OPERATING SUPPLIES	204.12
203-4-4502-4301-000	PROFESSIONAL SERVICES	6,332.50
203-4-4503-4411-000	UTILITIES	29,577.66
203-4-4503-4771-000	C.S-STREET MAINTENAN…	45,652.01
204-4-6104-4309-000	OTHER CONTRACTUAL S…	3,584.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM…	9,283.27
225-4-6141-4309-000	OTHER CONTRACTUAL S…	3,116.25
241-4-6141-4309-000	OTHER CONTRACTUAL S…	1,254.25
241-4-6141-4481-000	IT/COMPUTER EQUIPM…	10,000.00
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7401-000	EQUIPMENT MAINTENA…	6,433.33

Account Summary

Account Number	Account Name	Payment Amount
261-4-6161-7411-000	UTILITIES	4,344.52
261-4-6161-7421-000	BUILDING & GROUND M…	9,381.47
261-4-6161-7425-000	POOL MAINTENANCE	810.13
261-4-6161-7445-000	FEES & PERMITS	803.85
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
311-4-8301-5501-000	DESIGN	654.98
	Grand Total:	**1,998,474.57**

Project Account Summary

Project Account Key	Payment Amount
None	1,960,444.74
1002FALL	10,132.00
1385501	654.98
9014612	611.76
9264520	182.78
9934527	1,098.41
ENG 2252	961.25
ENG 2254	226.25
ENG 2256	861.25
ENG 5002	52.50
ENG 5004	1,365.00
ENG 5005	52.50
ENG 5057	157.50
ENG 5076	183.75
ENG 5077	997.50
SB13834309	3,116.25
SDP-2022-0004	16,966.15
USE-2024-00009	410.00
Grand Total:	**1,998,474.57**

City of Aliso Viejo
AGENDA ITEM

DATE: January 15, 2025

TO: Mayor and City Council

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

SUBJECT: TREASURER'S STATEMENT – NOVEMBER 2024

Recommended Action:

Receive and file the November 2024 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:

1. November 2024 Treasurer's Statement

CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT

November 30, 2024

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
CASH BALANCE (ALL FUNDS)	$ 11,136,235.03	$ 3,763,250.93	$ 6,793,379.34	$ 8,106,106.62
CITY TRUST FUNDS:				
AV RANCH FOUNDATION	$ 100.00			100.00
CFD 2005-01	$ (2,309.04)	422,587.91	247,997.55	172,281.32
COMMUNITY TRUST	$ 5,562.68			5,562.68
CASH BALANCE TOTALS	**$ 11,139,588.67**	**$ 4,185,838.84**	**$ 7,041,376.89**	**$ 8,284,050.62**

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	$ 1,244,279.66	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	$ 5,842,981.28	
	MONEY MARKET/SWEEP ACCOUNT	$ 1,196,789.68	
	TOTAL CASH		**$ 8,284,050.62**

Years to Maturity for November 2024	1.77
Weighted Average Yield for November 2024	3.960%

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

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

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.			**$ 38,560,947.82**
Cash With Fiscal Agent	COPS/CFD 2005-01	1,553,552.57	
Cash With Investment Advisor	City Investments	35,163,031.19	
AV Center		1,529,193.09	
PR Account		313,206.36	
Petty Cash		1,964.61	
	GRAND TOTAL OF CITY FUNDS		**$ 46,844,998.44**

MEEDER
PUBLIC FUNDS

Portfolio Summary

3.96
Weighted Average Yield to Maturity

1.77
Weighted Average Maturity (Years)

1.91
Portfolio Effective Duration (Years)

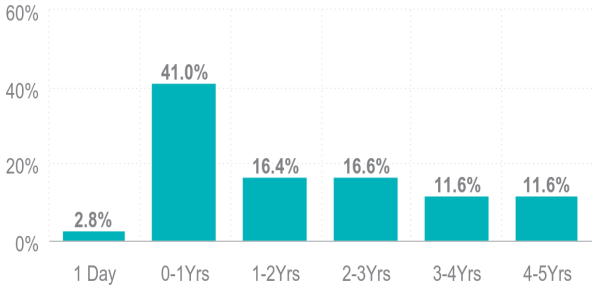
1.77
Weighted Average Life (Years)

AA
Average Credit Rating

Portfolio Position

Par Value	$43,629,771
Principal Cost	$42,202,802
Book Value	$42,202,802
Market Value	$42,499,843
Unrealized Gain/Loss	$297,041
Accrued Interest	$229,748

Maturity Distribution



Sector Allocation



U.S. Treasuries	54.29%
LAIF	13.75%
U.S. Agencies	11.23%
Corporate Bonds	10.06%
Negotiable CD's	7.85%
Money Market Funds	2.82%

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Money Market Funds	1,196,789.68	1,196,789.68	1,196,789.68	2.82%	1	4.52
U.S. Treasuries	23,850,000.00	23,073,618.52	22,755,463.14	54.29%	698	4.13
U.S. Agencies	4,985,000.00	4,772,116.35	4,720,491.05	11.23%	828	3.50
Negotiable CD's	3,430,000.00	3,337,233.90	3,426,423.00	7.85%	548	2.04
Corporate Bonds	4,325,000.00	4,277,103.75	4,260,654.00	10.06%	1,293	4.20
LAIF	5,842,981.28	5,842,981.28	5,842,981.28	13.75%	0	4.48
TOTAL	**43,629,770.96**	**42,499,843.47**	**42,202,802.15**	**100.00%**	**645**	**3.96**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		31,693.19	31,693.19			
TOTAL CASH AND INVESTMENTS	**43,629,770.96**	**42,531,536.66**	**42,234,495.34**		**645**	**3.96**

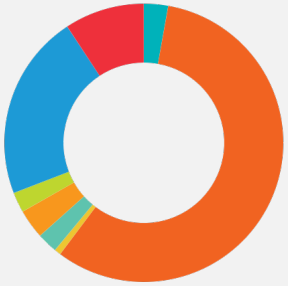
TOTAL EARNINGS

CURRENT MONTH
109,579.04

MEEDER PUBLIC FUNDS

Credit Quality

Allocation by Rating



AAA	2.82%
AA+	57.43%
AA	0.76%
AA-	2.36%
A+	3.41%
A	2.37%
NA	21.60%
A-1+	9.26%

Rating Distribution

SHORT TERM, MONEY MARKET FUNDS, & LGIPS RATINGS

	MARKET VALUE	ALLOCATION
AAA	1,196,789.68	2.82%
NA	5,842,981.28	13.75%
A-1+	3,934,880.18	9.26%
TOTAL	**10,974,651.14**	**25.82%**

LONG TERM RATINGS

	MARKET VALUE	ALLOCATION
AA+	24,408,829.69	57.43%
AA	321,928.75	0.76%
AA-	1,002,755.00	2.36%
A+	1,447,855.00	3.41%
A	1,006,590.00	2.37%
NA	3,337,233.90	7.85%
TOTAL	**31,525,192.33**	**74.18%**

GRAND TOTAL	**42,499,843.47**	**100.00%**

Report reflects ratings issued by Standard & Poors

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF ALISO VIEJO												
MONEY MARKET FUNDS												
31846V567	FIRST AMER:GVT OBLG;Z	11/30/2024 11/30/2024	1,196,789.68	1,196,789.68 0.00	1,196,789.68	4.52		1	1.00 1,196,789.68	0.00 1,196,789.68	2.82	Aaa AAA
MONEY MARKET FUNDS TOTAL			**1,196,789.68**	**1,196,789.68 0.00**	**1,196,789.68**	**4.52**		**1**	**1.00 1,196,789.68**	**0.00 1,196,789.68**	**2.82**	**AAA**
U.S. TREASURIES												
912797KJ5	US TREASURY BILL 03/20/25	05/08/2024 05/08/2024	2,000,000.00	1,913,519.58 0.00	1,913,519.58	5.16	03/20/2025	110	98.70 1,974,019.36	60,499.78 1,913,519.58	4.64	P-1 A-1+
912797LB1	US TREASURY BILL 05/15/25	06/11/2024 06/13/2024	1,000,000.00	953,923.20 0.00	953,923.20	5.19	05/15/2025	166	98.04 980,430.41	28,556.54 951,873.87	2.31	P-1 A-1+
912797LB1	US TREASURY BILL 05/15/25	05/31/2024 05/31/2024	1,000,000.00	951,873.87 0.00	951,873.87	5.24	05/15/2025	166	98.04 980,430.41	26,507.21 953,923.20	2.31	P-1 A-1+
91282CHL8	US TREASURY 4.625 06/30/25	11/10/2023 11/10/2023	1,000,000.00	993,398.44 0.00	993,398.44	5.05	06/30/2025	212	100.10 1,001,015.63	7,617.19 993,398.44	2.36	Aaa AA+
91282CEY3	US TREASURY 3.000 07/15/25	05/30/2023 05/30/2023	1,000,000.00	973,437.50 0.00	973,437.50	4.32	07/15/2025	227	99.16 991,640.63	18,203.13 973,437.50	2.33	Aaa AA+
91282CFE6	US TREASURY 3.125 08/15/25	01/13/2023 01/13/2023	1,000,000.00	980,078.13 0.00	980,078.13	3.94	08/15/2025	258	99.09 990,937.50	10,859.37 980,078.13	2.33	Aaa AA+
91282CFP1	US TREASURY 4.250 10/15/25	05/30/2023 05/30/2023	1,000,000.00	1,000,625.00 0.00	1,000,625.00	4.22	10/15/2025	319	99.88 998,789.06	(1,835.94) 1,000,625.00	2.35	Aaa AA+
912828M56	US TREASURY 2.250 11/15/25	05/30/2023 05/30/2023	1,000,000.00	955,117.19 0.00	955,117.19	4.19	11/15/2025	350	98.02 980,156.25	25,039.06 955,117.19	2.31	Aaa AA+
91282CGL9	US TREASURY 4.000 02/15/26	05/30/2023 05/30/2023	1,000,000.00	997,578.13 0.00	997,578.13	4.09	02/15/2026	442	99.64 996,406.25	(1,171.88) 997,578.13	2.34	Aaa AA+
91282CGV7	US TREASURY 3.750 04/15/26	01/22/2024 01/22/2024	1,200,000.00	1,187,437.50 0.00	1,187,437.50	4.24	04/15/2026	501	99.30 1,191,656.26	4,218.76 1,187,437.50	2.80	Aaa AA+
91282CCF6	US TREASURY 0.750 05/31/26	06/13/2022 06/13/2022	1,000,000.00	915,976.56 0.00	915,976.56	3.01	05/31/2026	547	94.96 949,648.44	33,671.88 915,976.56	2.23	Aaa AA+
91282CCJ8	US TREASURY 0.875 06/30/26	06/29/2022 06/29/2022	1,000,000.00	913,125.00 0.00	913,125.00	3.20	06/30/2026	577	94.89 948,906.25	35,781.25 913,125.00	2.23	Aaa AA+
91282CCP4	US TREASURY 0.625 07/31/26	01/13/2023 01/13/2023	1,100,000.00	987,292.97 0.00	987,292.97	3.73	07/31/2026	608	94.26 1,036,835.94	49,542.97 987,292.97	2.44	Aaa 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	776	99.66 996,640.63	(78.12) 996,718.75	2.35	Aaa 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	896	95.92 959,218.75	(3,632.81) 962,851.56	2.26	Aaa 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	988	95.26 1,000,207.04	9,884.77 990,322.27	2.35	Aaa 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	1,262	96.08 960,781.25	(19,101.56) 979,882.81	2.26	Aaa AA+
91282CCR0	US TREASURY 1.000 07/31/28	09/18/2024 09/19/2024	1,000,000.00	910,507.81 1,358.70	911,866.51	3.50	07/31/2028	1,339	89.56 895,625.00	(14,882.81) 910,507.81	2.11	Aaa AA+

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
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	1,370	89.76 897,578.13	18,828.13 878,750.00	2.11	Aaa 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	1,431	90.21 1,353,164.07	24,257.82 1,328,906.25	3.18	Aaa 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	1,492	98.68 986,796.88	(898.43) 987,695.31	2.32	Aaa AA+
91282CLR0	US TREASURY 4.125 10/31/29	11/25/2024 11/26/2024	1,000,000.00	996,445.31 2,962.71	999,408.02	4.21	10/31/2029	1,796	100.27 1,002,734.38	6,289.07 996,445.31	2.36	Aaa AA+
U.S. TREASURIES TOTAL			**23,850,000.00**	**22,755,463.14 4,321.41**	**22,759,784.55**	**4.13**		**698**	**96.86 23,073,618.52**	**318,155.38 22,755,463.14**	**54.29**	**AA+**
U.S. AGENCIES												
3133ELCP7	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.625 12/03/2024	12/09/2019 12/09/2019	235,000.00	233,926.05 0.00	233,926.05	1.72	12/03/2024	3	99.99 234,978.85	1,052.80 233,926.05	0.55	Aaa AA+
3137EAEX3	FREDDIE MAC 0.375 09/23/25 MTN	10/20/2020 10/20/2020	500,000.00	497,505.00 0.00	497,505.00	0.48	09/23/2025	297	96.81 484,070.00	(13,435.00) 497,505.00	1.14	Aaa AA+
3130AK5J1	FHLBANKS 0.700 09/18/26 '24	02/16/2023 02/16/2023	1,000,000.00	872,060.00 0.00	872,060.00	4.61	09/18/2026	657	93.36 933,640.00	61,580.00 872,060.00	2.20	Aaa AA+
3130ASD63	FHLBANKS 3.250 06/28/27 '24	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	940	97.35 973,460.00	(26,540.00) 1,000,000.00	2.29	Aaa 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	956	99.25 992,480.00	2,090.00 990,390.00	2.34	Aaa AA+
3136G4X99	FANNIE MAE 0.740 08/25/27 '24	04/06/2023 04/06/2023	1,000,000.00	876,610.00 0.00	876,610.00	3.82	08/25/2027	998	90.67 906,660.00	30,050.00 876,610.00	2.13	Aaa AA+
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	1,717	98.73 246,827.50	(3,172.50) 250,000.00	0.58	Aaa AA+
U.S. AGENCIES TOTAL			**4,985,000.00**	**4,720,491.05 0.00**	**4,720,491.05**	**3.50**		**828**	**95.84 4,772,116.35**	**51,625.30 4,720,491.05**	**11.23**	**AA+**
NEGOTIABLE CD'S												
61760A4F3	MORGAN PVT BNK 1.950 12/12/24	12/13/2019 12/13/2019	245,000.00	244,416.90 0.00	244,416.90	2.00	12/12/2024	12	99.91 244,777.05	360.15 244,416.90	0.58	NA NA
61690UUJ7	MSBNA 1.800 02/27/25	02/28/2020 02/28/2020	245,000.00	244,416.90 0.00	244,416.90	1.85	02/27/2025	89	99.34 243,392.80	(1,024.10) 244,416.90	0.57	NA NA
14042RPG0	CAPITL ONE NA 1.600 04/08/25	04/09/2020 04/09/2020	245,000.00	244,412.00 0.00	244,412.00	1.65	04/08/2025	129	98.90 242,302.55	(2,109.45) 244,412.00	0.57	NA NA
866264DP6	SUMMIT STATE BNK 0.850 05/15/25	05/18/2020 05/18/2020	245,000.00	244,402.20 0.00	244,402.20	0.90	05/15/2025	166	98.07 240,269.05	(4,133.15) 244,402.20	0.57	NA NA
33847E3J4	FLAGSTAR BNK 0.900 05/15/25	05/15/2020 05/15/2020	245,000.00	245,000.00 0.00	245,000.00	0.90	05/15/2025	166	98.21 240,602.25	(4,397.75) 245,000.00	0.57	NA NA
89235MJS1	TOYOTA FINL SVGS 0.800 06/30/25	06/30/2020 06/30/2020	245,000.00	245,000.00 0.00	245,000.00	0.80	06/30/2025	212	97.36 238,527.10	(6,472.90) 245,000.00	0.56	NA NA
59013KLQ7	MERRICK BANK 0.550 12/30/25	12/30/2020 12/30/2020	245,000.00	245,000.00 0.00	245,000.00	0.55	12/30/2025	395	95.19 233,208.15	(11,791.85) 245,000.00	0.55	NA NA

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
02007GXG3	ALLY BANK 3.450 08/04/26	08/04/2022 08/04/2022	245,000.00	245,000.00 0.00	245,000.00	3.45	08/04/2026	612	97.93 239,918.70	(5,081.30) 245,000.00	0.56	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	619	94.18 230,733.65	(14,266.35) 245,000.00	0.54	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	619	93.96 230,192.20	(14,807.80) 245,000.00	0.54	NA NA
254673N44	DISCOVER BANK 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	971	96.67 236,834.64	(8,165.36) 245,000.00	0.56	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	978	96.65 236,790.25	(8,209.75) 245,000.00	0.56	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	983	95.79 234,685.50	(9,089.50) 243,775.00	0.55	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	1,734	100.00 245,000.00	0.00 245,000.00	0.58	NA NA
NEGOTIABLE CD'S TOTAL			**3,430,000.00**	**3,426,423.00 0.00**	**3,426,423.00**	**2.04**		**548**	**97.33 3,337,233.90**	**(89,189.10) 3,426,423.00**	**7.85**	**NA**
CORPORATE BONDS												
64952WDL4	NYL GLOBAL FUND 2.000 01/22/25	01/22/2020 01/22/2020	500,000.00	498,205.00 0.00	498,205.00	2.08	01/22/2025	53	99.60 497,975.00	(230.00) 498,205.00	1.17	Aaa AA+
14913UAR1	CTRPLLR FIN SERV 4.400 10/15/27 MTN	11/25/2024 11/26/2024	500,000.00	498,865.00 2,505.56	501,370.56	4.48	10/15/2027	1,049	100.20 500,990.00	2,125.00 498,865.00	1.18	A2 A
24422EWR6	JOHN DEERE CAP 4.750 01/20/28 MTN	11/25/2024 11/26/2024	500,000.00	504,235.00 8,312.50	512,547.50	4.46	01/20/2028	1,146	101.12 505,600.00	1,365.00 504,235.00	1.19	A1 A
931142FB4	WALMART 3.900 04/15/28 '28	11/25/2024 11/26/2024	325,000.00	320,619.00 1,443.54	322,062.54	4.33	04/15/2028	1,232	99.06 321,928.75	1,309.75 320,619.00	0.76	Aa2 AA
58933YBD6	MERCK & CO 1.900 12/10/28 '28	11/25/2024 11/26/2024	500,000.00	452,905.00 4,380.56	457,285.56	4.47	12/10/2028	1,471	90.97 454,825.00	1,920.00 452,905.00	1.07	A1 A+
17275RBR2	CISCO SYSTEMS 4.850 02/26/29 '29	11/01/2024 11/04/2024	500,000.00	506,060.00 4,580.56	510,640.56	4.53	02/26/2029	1,549	101.73 508,655.00	2,595.00 506,060.00	1.20	A1 AA-
023135CG9	AMAZON.COM 3.450 04/13/29 '29	11/01/2024 11/04/2024	500,000.00	481,580.00 1,006.25	482,586.25	4.37	04/13/2029	1,595	96.88 484,375.00	2,795.00 481,580.00	1.14	A1 AA
30303M8S4	META PLATFORMS 4.300 08/15/29 '29	11/01/2024 11/04/2024	500,000.00	496,070.00 5,076.39	501,146.39	4.48	08/15/2029	1,719	99.73 498,625.00	2,555.00 496,070.00	1.17	Aa3 AA-
857449AE2	STATE STR BK TR 4.782 11/23/29	11/25/2024 11/26/2024	500,000.00	502,115.00 66.42	502,181.42	4.69	11/23/2029	1,819	100.83 504,130.00	2,015.00 502,115.00	1.19	Aa2 AA-
CORPORATE BONDS TOTAL			**4,325,000.00**	**4,260,654.00 27,371.78**	**4,288,025.78**	**4.20**		**1,293**	**98.99 4,277,103.75**	**16,449.75 4,260,654.00**	**10.06**	**A+**
LAIF												
CALAIF	California LAIF		5,842,981.28	5,842,981.28 0.00	5,842,981.28	4.48	11/30/2024	0	1.00 5,842,981.28	0.00 5,842,981.28	13.75	NA
LAIF TOTAL			**5,842,981.28**	**5,842,981.28 0.00**	**5,842,981.28**	**4.48**		**0**	**1.00 5,842,981.28**	**0.00 5,842,981.28**	**13.75**	**NA**
CITY OF ALISO VIEJO TOTAL			**43,629,770.96**	**42,202,802.15 31,693.19**	**42,234,495.34**	**3.96**		**645**	**42,499,843.47**	**297,041.32 42,202,802.15**	**100.00**	**AA**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
GRAND TOTAL			43,629,770.96	42,202,802.15 31,693.19	42,234,495.34	3.96		645	42,499,843.47	297,041.32 42,202,802.15	100.00	AA

MEEDER PUBLIC FUNDS

Transaction Statement

CITY OF ALISO VIEJO

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	11/01/2024	11/04/2024	023135CG9	AMAZON.COM 3.450 04/13/29 '29	500,000.00	481,580.00	1,006.25	(482,586.25)	4.37
	11/01/2024	11/04/2024	30303M8S4	META PLATFORMS 4.300 08/15/29 '29	500,000.00	496,070.00	5,076.39	(501,146.39)	4.48
	11/01/2024	11/04/2024	17275RBR2	CISCO SYSTEMS 4.850 02/26/29 '29	500,000.00	506,060.00	4,580.56	(510,640.56)	4.53
	11/25/2024	11/26/2024	931142FB4	WALMART 3.900 04/15/28 '28	325,000.00	320,619.00	1,443.54	(322,062.54)	4.33
	11/25/2024	11/26/2024	58933YBD6	MERCK & CO 1.900 12/10/28 '28	500,000.00	452,905.00	4,380.56	(457,285.56)	4.47
	11/25/2024	11/26/2024	14913UAR1	CTRPLLR FIN SERV 4.400 10/15/27 MTN	500,000.00	498,865.00	2,505.56	(501,370.56)	4.48
	11/25/2024	11/26/2024	857449AE2	STATE STR BK TR 4.782 11/23/29				(502,181.42)	4.69
	11/25/2024	11/26/2024	24422EWR6	JOHN DEERE CAP 4.750 01/20/28 MTN	500,000.00	504,235.00	8,312.50	(512,547.50)	4.46
	11/25/2024	11/26/2024	91282CLR0	US TREASURY 4.125 10/31/29	1,000,000.00	996,445.31	2,962.71	(999,408.02)	4.21
	11/30/2024	11/30/2024	CALAIF	California LAIF				(100,000.00)	
BUY TOTAL					**4,325,000.00**	**4,256,779.31**	**30,268.07**	**(4,889,228.80)**	**4.43**

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	11/14/2024	11/14/2024	912797LD7	UNITED STATES TREASURY 0.0 11/14/2024	(1,500,000.00)	1,463,976.02	1,500,000.00	36,023.98
	11/27/2024	11/27/2024	856285RU7	State Bank of India - New York Branch 2.0 11/27/2024	(245,000.00)	245,000.00	245,000.00	0.00
MATURITY TOTAL					**(1,745,000.00)**	**1,708,976.02**	**1,745,000.00**	**36,023.98**

California State Treasurer
Fiona Ma, CPA



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

CITY OF ALISO VIEJO

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

Account Number: 98-30-007

November 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
11/6/2024	11/6/2024	RW	1763281	1723809	ANN EIFERT	-500,000.00
11/13/2024	11/13/2024	RD	1763488	1724014	ANN EIFERT	400,000.00
11/19/2024	11/19/2024	RW	1763671	1724207	ANN EIFERT	-300,000.00
11/25/2024	11/25/2024	RD	1763865	1724405	ANN EIFERT	500,000.00

Account Summary

Total Deposit:	900,000.00	Beginning Balance:	5,742,981.28
Total Withdrawal:	-800,000.00	Ending Balance:	5,842,981.28

PMIA/LAIF Performance Report as of 12/04/24

Quarterly Performance Quarter Ended 09/30/24

LAIF Apportionment Rate[2]:	4.71
LAIF Earnings Ratio[2]:	0.00012912073474208
LAIF Administrative Cost[1]*:	0.26
LAIF Fair Value Factor[1]:	1.002061084
PMIA Daily[1]:	4.58
PMIA Quarter to Date[1]:	4.56
PMIA Average Life[1]:	231

PMIA Average Monthly Effective Yields[1]

November	**4.477**
October	4.518
September	4.575
August	4.579
July	4.516
June	4.480

Pooled Money Investment Account Monthly Portfolio Composition [1] 10/31/24 $155.9 billion

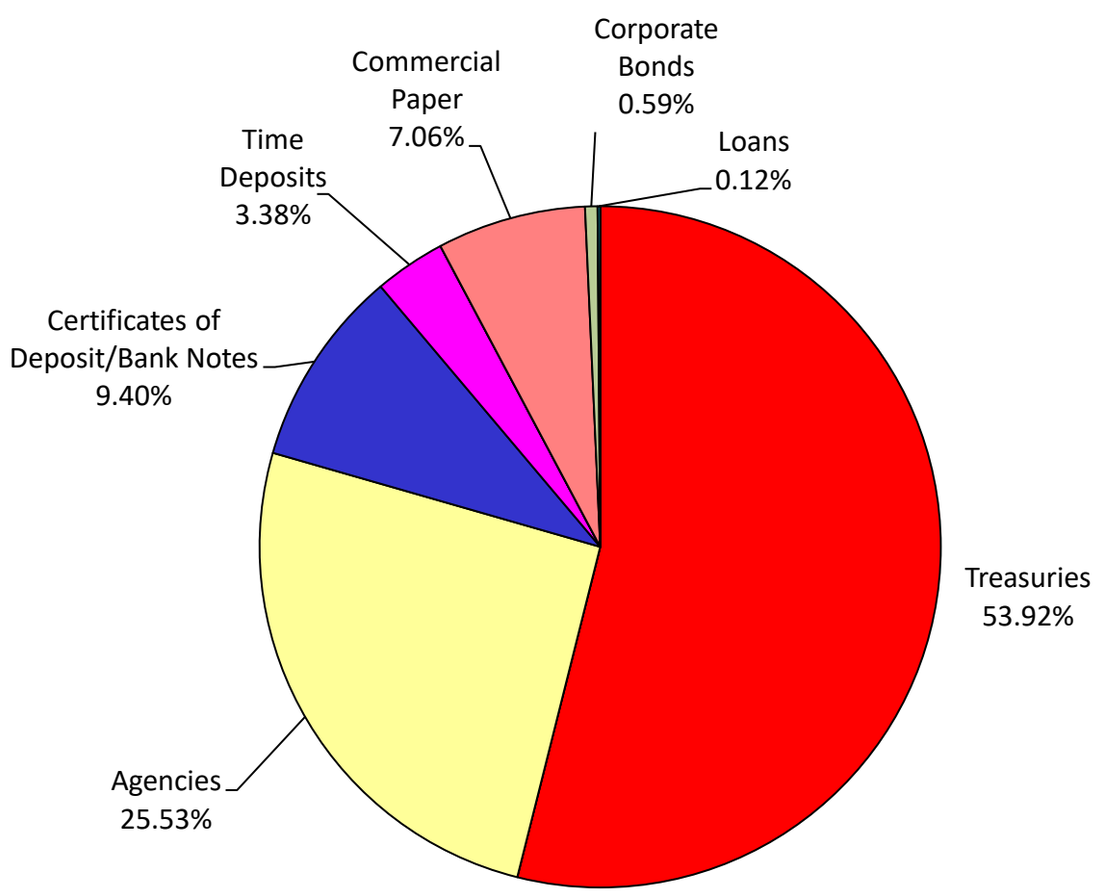


Chart does not include $1,290,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

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

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

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

City of Aliso Viejo
AGENDA ITEM

DATE: January 15, 2025

TO: Mayor and City Council

FROM: Sarah Limones, Senior Emergency Management Program Coordinator

SUBJECT: MEMORANDUM OF AGREEMENT BY AND BETWEEN CITY OF ALISO VIEJO, CITY OF LAGUNA HILLS, CITY OF LAKE FOREST, CITY OF MISSION VIEJO, AND CITY OF LAGUNA NIGUEL FOR SHARING OF EMERGENCY MANAGEMENT RESOURCES

Recommended Action:

Authorize the City Manager to execute the Memorandum of Agreement by and between the City of Aliso Viejo, City of Laguna Hills, City of Lake Forest, City of Mission Viejo, and City of Laguna Niguel for sharing of emergency management resources.

Fiscal Impact:

Authorizing the City Manager to execute the proposed MOA for sharing of emergency management resources would likely save the City a significant amount of disaster related costs by ensuring the use of an adequate backup EOC, knowledgeable emergency management personnel to support operations, and other costs associated with disaster response that the City would otherwise have to fund itself. Additionally, best practices in post-disaster financial recovery with FEMA has demonstrated great benefit in establishing agreements for personnel costs, facility use, and other resources prior to a disaster.

Background:

Mutual aid and resource redundancy are critical aspects to a strong emergency preparedness program. The State of California and all local jurisdictions therein comply with the Standard Emergency Management System (SEMS) which enables several statewide mutual aid systems for law enforcement, fire suppression, medical and mental health, and emergency management. However, recent disasters, where the resources of local jurisdictions have been overwhelmed, have highlighted the need for more strategic and practical mutual aid planning efforts in emergency management among neighboring jurisdictions.

In November 2018, the devastating Woolsey Fire forced the City of Malibu to relocate their Emergency Operations Center to the City of Santa Monica, request mutual aid EOC

personnel, and utilize facilities outside of its city. In other recent fires, impacted jurisdictions have requested assistance with additional capabilities such as cross-jurisdictional alert and warning and care and shelter operations. While many of these mutual aid requests were fulfilled, they could have been executed with a greater degree of efficiency and support had these local jurisdictions formalized their mutual aid needs pre-disaster.

On November 12, 2019, the Cities of Irvine, Laguna Beach, and Newport Beach entered into a Memorandum of Agreement for the purpose of sharing emergency management personnel, facilities, operational functions, and technology during significant events. The MOA was updated in 2024 to include the University of California Irvine. The MOA has been proven effective during emergencies including the 2022 Emerald Fire when the City of Irvine activated a care and reception center for Laguna Beach evacuees; 2019 power outage in Irvine where the Laguna Beach Emergency Manager provided emergency management coverage for Irvine; and the 2020 Silverado Fire where the Newport Beach Emergency Manager provided emergency management coverage for Irvine.

Discussion:

The Cities of Aliso Viejo, Laguna Hills, Lake Forest, Mission Viejo, and Laguna Niguel all have a high-risk open space wildland area that is no stranger to devastating wildfire behavior as well as other shared hazards. Additionally, all five jurisdictions have emergency management programs that collaboratively train and exercise their EOC staff and other response capabilities together. As such, the five cities are proposing a Memorandum of Agreement (MOA) for the sharing of emergency management resources. This MOA will expedite mutual aid assistance during an emergency as well as support financial recovery efforts post-disaster.

There are a number of emergency management capabilities outlined in the proposed MOA in which each City would agree to:

- Allow 24-hour temporary use of its Emergency Operations Center (EOC).
- Allow use of rooms, office space, tables, chairs, computers, phones, and Wi-Fi access.
- Allow 24-hour temporary use of a City-designated shelter sites.
- Allow for cross-jurisdictional alert and warning redundancy.
- Allow for the sharing of emergency management personnel.

To further enhance the proposed MOA, the five cities will cross-train each of its emergency management personnel on the use of these facilities, technology, procedures and plans to seamlessly provide support to one another, upon request.

Environmental:

There is no environmental impact related to this item.

Attachment:

1. Memorandum of Agreement

MEMORANDUM OF AGREEMENT BY AND BETWEEN CITY OF ALISO VIEJO, CITY OF LAGUNA HILLS, CITY OF LAKE FOREST, CITY OF MISSION VIEJO, AND CITY OF LAGUNA NIGUEL FOR SHARING OF EMERGENCY MANAGEMENT RESOURCES

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this _____ day of _____, 2025, by and between the CITY OF ALISO VIEJO, the CITY OF LAGUNA HILLS, the CITY OF LAKE FOREST, the CITY OF MISSION VIEJO, and the CITY OF LAGUNA NIGUEL, hereinafter collectively referred as the PARTIES.

Article I. Purpose

The purpose of this MOA is to outline a cooperative relationship between the PARTIES for sharing of emergency management personnel, facilities, operational functions, and technology during significant events.

Article II. Background

Each of the PARTIES has a threat and hazard landscape that may create or exacerbate multiple catastrophic scenarios, and which could potentially require the need for emergency management support from each other. The PARTIES will augment existing emergency plans to include a detailed procedure for the activation and effectuation of this MOA.

In November 2018, the Woolsey Fire started, which forced the City of Malibu to relocate their Emergency Operations Center ("EOC"), request mutual aid EOC personnel, and utilize facilities outside of its city.

On November 12, 2019, the Cities of Irvine, Laguna Beach, and Newport Beach entered a Memorandum of Agreement for the purpose of sharing emergency management personnel, facilities, operational functions, and technology during significant events. The MOA was updated in 2024 to include the University of California Irvine. The MOA has been proven effective during emergencies including the 2022 Emerald Fire when the City of Irvine activated a care and reception center for Laguna Beach evacuees; 2019 power outage in Irvine where the Laguna Beach Emergency Manager provided emergency management coverage for Irvine; and the 2020 Silverado Fire where the Newport Beach Emergency Manager provided emergency management coverage for Irvine.

Like the City of Malibu, each of the PARTIES in this agreement faces hazards that could result in the need to relocate their EOC and the PARTIES do not have alternate EOC

locations outside of their jurisdictional boundaries. The PARTIES agree that an alternate EOC is critical to ensure essential public safety functions are carried out reliably under all circumstances during an emergency or disaster.

The PARTIES desire to aid and assist each other in the event that a disaster occurs, by the interchange of services and equipment to cope with emergency management related tasks and activities. Each city is desirous of providing a reasonable and reciprocal exchange of services where appropriate.

Like the Cities of Irvine, Newport Beach, and Laguna Beach, each of the PARTIES in this agreement face hazards that could result in large scale evacuations or hazardous conditions making the use of facilities within the same city as the hazard unusable for emergency response. The PARTIES agree having alternate locations outside of their jurisdiction is critical to provide disaster services including evacuation centers and overnight emergency shelters for the public.

The PARTIES agree that during disasters, having redundant emergency management personnel, operational functions, and technology is extremely important and necessary.

Article III. Term and Termination

This MOA shall become effective on the final date of approval by the PARTIES, and the execution hereof by their respective authorized leadership, and shall remain in effect until terminated. This MOA may be terminated at any time, for any reason or without reason, upon written notice from any party to the others.

Article IV. Authorities

The PARTIES are each authorized to provide for the organization, mobilization, coordination and direction of disaster response services, both public and private, during a disaster. Such authority is granted by the California Emergency Services Act, the State of California Emergency Plan, the State of California Master Mutual Aid Plan, the County of Orange and Orange County Operational Area Emergency Operations Plan, the Orange County Operational Area Agreement, and the Emergency Operations Plans for the PARTIES.

Article V. Areas of Agreement and Methods of Cooperation

In order to establish a cooperative relationship between the PARTIES to share emergency management personnel, facilities, operational functions, and technology, the PARTIES agree to the following roles and responsibilities:

A. Cooperatively, all PARTIES will use the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) that includes an emergency organization structure, an information flow process, and forms necessary to coordinate the formal request, assignment, deployment, and demobilization of resources.
B. Allow 24-hour a day temporary use of a suitable, available facility for 10-14 days to operate as an alternate EOC until the primary EOC can be used, the threat is mitigated, or a permanent alternate EOC is established. Possible locations include the host party's EOC, conference rooms or any other suitable space as determined by the host party's staff. It is understood by all PARTIES that this agreement is based on availability of suitable space at the time of the request and its continued availability for the anticipated duration of its use. Certain circumstances may impact facility availability, including but not limited to an emergency requiring a party to activate its EOC, as well as normal day-to-day operations and pre-scheduled events.
C. Allow use of the party's designated rooms, office space, tables and chairs, and suitable parking area. Provide computers, phones and Wi-Fi access if such access is available and not otherwise obligated. The host party shall be empowered to designate any areas as "off-limits."
D. Allow 24-hour a day temporary use of the party-designated emergency shelter, for 10-14 days to shelter the impacted/evacuated population. It is understood by all parties that this agreement is based on availability of suitable space at the time the request and its continued availability for the anticipated duration of its use. Emergency shelter locations can be populated by all PARTIES' community members at the same time.
E. Serve as a redundant emergency Alert and Warning point of contact which will have authority, upon request, to send emergency Alert and Warning messages on the other PARTIES' behalf. These systems include: Nixle, Alert OC, and Wireless Emergency Alerts.
F. The CITY OF ALISO VIEJO, when its EOC is not activated or impacted, will provide up to 80 total hours of support specific to emergency management from the city's emergency management personnel to the CITY OF LAGUNA HILLS, CITY OF LAKE FOREST, CITY OF MISSION VIEJO, and/or the CITY OF LAGUNA NIGUEL during an EOC activation.
G. The CITY OF LAGUNA HILLS**,** when its EOC is not activated or impacted, will provide up to 80 total hours of support specific to emergency management from the city's emergency management personnel to the CITY OF ALISO VIEJO, CITY OF LAKE FOREST, CITY OF MISSION VIEJO, and/or the CITY OF LAGUNA NIGUEL during an EOC activation.

H. The CITY OF LAKE FOREST, when its EOC is not activated or impacted, will provide up to 80 total hours of support specific to emergency management from the city's emergency management personnel to the CITY OF ALISO VIEJO, CITY OF LAGUNA HILLS, CITY OF MISSION VIEJO**,** and/or the CITY OF LAGUNA NIGUEL during an EOC activation.
I. The CITY OF MISSION VIEJO, when its EOC is not activated or impacted, will provide up to 80 total hours of support specific to emergency management from the city's emergency management personnel to the CITY OF ALISO VIEJO, CITY OF LAGUNA HILLS, CITY OF LAKE FOREST, and/or the CITY OF LAGUNA NIGUEL during an EOC activation.
J. The CITY OF LAGUNA NIGUEL, when its EOC is not activated or impacted, will provide up to 80 total hours of support specific to emergency management from the city's emergency management personnel to the CITY OF ALISO VIEJO, CITY OF LAGUNA HILLS, CITY OF LAKE FOREST, and/or the CITY OF MISSION VIEJO during an EOC activation.
K. The PARTIES agree not to hold each other financially responsible for the costs of personnel, equipment, and supplies given or received pursuant to this MOA.
L. Pre-designate contacts. (see Attachment A)
M. Participate in periodic emergency drills implementing this MOA, at a date and time agreed upon by all PARTIES.

Article VI. Indemnification and Insurance

A. Each of the PARTIES shall maintain General Liability insurance in an amount not less than one million dollars per occurrence and two million dollars in the aggregate, for bodily injury, personal injury, and property damage. The policy shall name the other parties, their officers, officials, employees, agents, and volunteers as additional insureds. Coverage provided by parties shall be primary, and any insurance or self-insurance procured or maintained by the other parties shall not be required to contribute with it. Each Party shall issue a waiver of subrogation endorsement in favor of the other parties, their officers, agents, employees, and volunteers.
B. Each of the PARTIES shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least One Million Dollars and 00/100 ($1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code. Each party shall issue a waiver of subrogation endorsement in favor of the other parties to this MOA, which names such other parties, their governing body or councils, boards and commissions, officers, agents, volunteers and employees.

C. Each party shall indemnify, defend, and hold the other PARTIES, their officers, officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, loss, or suits, including attorney's fees, costs, and expenses, arising out of the acts, errors, or omissions of the indemnifying party, its officers, officials, employees, agents, and volunteers in the performance of its obligations under this MOA, except to the extent the injuries or damages are caused by the willful acts or omissions of the indemnified party.

Article VII. Miscellaneous Provisions

A. Amendments. This MOA may be modified or amended only by a written document duly executed by all parties hereto.
B. No Attorneys' Fees. In the event of any dispute or legal action arising under this MOA, the prevailing party shall not be entitled to attorneys' fees.
C. Notices. All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this MOA shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as set forth in Attachment A hereto.
D. Counterparts. This MOA may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Agreement as of the dates set forth below.

CITY OF ALISO VIEJO

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

ATTEST:

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

CITY OF LAGUNA HILLS

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

ATTEST:

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

CITY OF LAKE FOREST

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

ATTEST:

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

CITY OF MISSION VIEJO

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

ATTEST:

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

CITY OF LAGUNA NIGUEL

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

ATTEST:

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

Date: _____

ATTACHMENT A

Party Contact Information and Primary Points of Contact

The primary points of contact in each party will be responsible for the implementation of the MOA in their respective party, coordinating activities between parties, and responding to questions regarding this MOA. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other parties provided written notice of the change. When Attachment A is updated in writing, the revised Attachment A shall be inserted into this MOA and the MOA *does not* need to be signed again.

Relationship Manager Contact

The Relationship Manager is the person that works with the partner organization in developing and executing the MOA.

City of Aliso Viejo	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

City of Laguna Hills	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

City of Lake Forest	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

City of Mission Viejo	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

City of Laguna Niguel	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

Operational Contact
The Operational Contact is the person each organization will call to initiate the disaster response activities as defined in the MOA.

City of Aliso Viejo	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

City of Laguna Hills	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

City of Lake Forest	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

City of Mission Viejo	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

City of Laguna Niguel	
Contact	
Title	
Office Phone	
Mobile Phone	
E-mail	

City of Aliso Viejo
AGENDA ITEM

DATE: January 15, 2025

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: AGREEMENT WITH TROY AND BANKS, INC. FOR COST REDUCTION CONSULTING SERVICES

Recommended Actions:

1. Approve an agreement with Troy and Banks, Inc. for cost reduction consulting services; and

2. Authorize the City Manager to execute a professional services agreement with Troy and Banks, Inc. in the amount not-to-exceed $49,999 through June 30, 2026.

Fiscal Impact:

Troy and Banks, Inc. proposes to review the City's electric, gas, and water utility rates, and will receive 29% of any one-time refunds and/or rebates received by the City and 24% of the savings realized by the City for a period of 12 months. Troy and Banks has agreed to cap the total payments to $49,999. The review of the City's utility payments is at no cost to the City if savings are not identified.

Background:

In 2019, the County of Orange established a Regional Cooperative Agreement with Procure America for similar cost reduction consulting services. Procure America provides government agencies with services designed to identify cost savings in utilities, telecommunications, print management, and other services. Savings can be achieved by having subject matter experts review and analyze invoices and billing rates and working with utility and service providers to set forth changes to the City's current rate structures.

In June 2024, Staff presented to Council a potential agreement with Procure America utilizing the terms of the Cooperative Agreement negotiated through the County. City Council requested that Staff seek other proposals for evaluation.

Discussion:

Staff received a proposal from Troy and Banks, Inc. for similar services. Their fees were slightly lower with a range of 24-29% of savings achieved compared to Procure America's 30%. In addition, Troy and Banks agreed to cap the total compensation at $49,999. Troy and Banks have provided similar services to the City of Lake Forest and Los Alamitos.

Staff is recommending that an agreement be approved to review the City's electric, gas, and water utility payments. Troy and Banks will waive any fees associated with the review if no savings are realized.

Attachment:

1. Agreement

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY'S COST REDUCTION CONSULTING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ___day of _____, 20_, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **Troy and Banks, Inc, a Corporation**, with its principal place of business at **2216 Kensington Avenue, Buffalo, NY 14226** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the **Cost Reduction Consulting Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 15, 2025 through June 30, 2026, unless earlier terminated as provided herein.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services.

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

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

(a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence, and if written with an

aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

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

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

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

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

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

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

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

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

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability";

(3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FORTY-NINE THOUSAND, NINE HUNDRED NINETY-NINE** DOLLARS **($49,999)** ("Total Compensation") without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and

Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

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

Consultant:

Kevin Gerry
Troy and Banks, Inc.
2216 Kensington Avenue
Buffalo, NY 14226

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **Ann Eifert, Finance Department**

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant

represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

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

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

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

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

3.5.7 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

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

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2025.

CITY OF ALISO VIEJO

Approved:

By:_____
Mitzi Ortiz
City Manager

ATTEST:

By:_____
Janet Martinez
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____
Ann Eifert
Director of Financial Services

Troy and Banks, INC

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

_____

_____

_____

_____

_____

_____

_____

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

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

Name of Business	Print Name
Signature	
Date	

EXHIBIT "A"

SCOPE OF SERVICES

1. The City engages Troy and Banks, Inc. (TB) to conduct an audit or survey of City's gas, electric, and water/sewer utility ("Utility") service accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. TB agrees to conduct such audit.

2. Overcharges – For any refunds, credits or rebates obtained by TB for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, TB shall be paid 29% of all monies refunded or credited to the City.

3. Future Cost Reductions - For any reductions in future costs for gas, electric and water/sewer services resulting from TB analysis, the fee is 24% of the amount saved each month for 12 months. TB will document actual monthly savings obtained by analysis of tariff cost applications.

4. TB has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.

EXHIBIT "B"

SCHEDULE OF SERVICES

The term of this Agreement shall be from January 15, 2025, through June 30, 2026, unless earlier terminated.

Utility Review – Approximately 3 months

Payments – Payments shall begin the month which savings are reflected in the City's utility billings and continue for 12 months.

EXHIBIT "C"

COMPENSATION

1. Overcharges – For any refunds, credits or rebates obtained by Troy and Banks, Inc (TB). for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, TB shall be paid 29% of all monies refunded or credited to the Client.

2. Future Cost Reductions - For any reductions in future costs for gas, electric and water/sewer services resulting from TB analysis, the fee is 24% of the amount saved each month for 12 months. TB will document actual monthly savings obtained by analysis of tariff cost applications.

3. TB has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.

4. If Client does not receive refunds, credits, or reductions in future billings, there will be no fee for TB services.

5. Total fees paid to TB for compensation listed above shall not exceed $49,999.

City of Aliso Viejo
AGENDA ITEM

DATE: January 15, 2025

TO: Mayor and City Council

FROM: Isaac Aziz, IT Manager

SUBJECT: AUTHORIZE THE RENEWAL OF ARCTIC WOLF MANAGED DETECTION AND RESPONSE CYBERSECURITY SOLUTION

Recommended Actions:

1. Approve and authorize the City Manager to issue a purchase order to RedNight Consulting Inc., authorized reseller of Artic Wolf, Inc., in the amount of $34,996.45 for Fiscal Year 2024-25 for the renewal of cloud-based cybersecurity event log aggregation, threat detection and response, and Security Operations Center services; and

2. Authorize the City Manager to administratively approve up to two additional renewals of the purchase order on the same terms with an annual increase not-to-exceed 3% per year for Fiscal Years 2025-26 through 2026-27.

Fiscal Impact:

The proposed purchase for Arctic Wolf Services of $34,996.45 is currently budgeted within the fiscal year 2024-25 Budget under IT Operations. Funding for the two additional renewal years (fiscal years 2025-26 and 2026-27) would be budgeted as part of the respective year's budget. The total three-year term is $108,171.

Background:

In 2023, the City of Aliso Viejo Information Technology (IT) Department partnered with Arctic Wolf, Inc. (Artic Wolf), a market leader in security operations, to provide Security Operation Center services ("Services") as an extension of the IT Department. The City purchased the subscription through RedNight Consulting Inc.

Discussion:

Last year IT implemented Arctic Wolf services, Arctic Wolf, Inc., to enhance the City's cyber security. Artic Wolf provides 24/7 network security monitoring, vulnerability scanning, and proactive threat response services. These services monitor, detect, respond, and inform IT staff of security events on the hundreds of devices the City relies

on in providing services to residents and businesses. Under the proposed services agreement, Arctic Wolf, Inc. would continue to provide security log monitoring, incident alerting, remediation support, vulnerability scanning, log retention, and managed risk services. The Arctic Wolf team assigned to the City of Aliso Viejo is also able to provide 24/7 staffing to ensure that alerts are acted upon immediately regardless of the time of day. When threats are detected, security incidents are rapidly classified using Artificial Intelligence (AI), and a Concierge Security Team (CST) dedicated to the City immediately commences containment, significantly reducing the impact on City operations.

As constant vigilance is required to reduce the risks or impacts of future incidents, the IT Department requests authorization to continue utilizing Arctic Wolf, Inc.'s services. Staff received proposals from other vendors and evaluated the proposals based on pricing and services. As a result of the evaluation, Staff recommends that the City continue with Arctic Wolf.

Attachment:

1. Rednight quote



RedNight
Migrate. Manage. Empower.

Arctic Wolf

Quote # 003736 Version 2

Prepared for:

City of Aliso Viejo

Isaac Aziz
IAziz@AVCity.org

Prepared by:

RedNight Consulting, Inc.

Chris Ploessel
chris@rednightconsulting.co

RedNight
Migrate. Manage. Empower.

12 Journey, Suite 280
Aliso Viejo, CA 92656
http://www.rednightconsulting.com/
949-464-7330

1 Year Renewal

* Optional

Description		Price	Qty	Ext. Price
This is a 1 year renewal with an annual payment for 12/2024 to 12/2025 with a committed 8% year over year price increase for the following 2025-2026 year.				
AW-CORE-USER-SILVER	**Arctic Wolf MDR User License**	$206.75	75	$15,506.25
AW-CORE-SERVER-SILVER	**Arctic Wolf MDR Server License**	$206.75	15	$3,101.25
AW-MDR-1YR	**Arctic Wolf MDR Log Retention - 1 Year**	$13.85	90	$1,246.50
AW-MDR-2XX-S	**Arctic Wolf sensor appliance 5x 1G RJ45 ports**	$2,925.00	2	$5,850.00
AW-MDR-O365	**Arctic Wolf MDR Office 365 License**	$21.64	75	$1,623.00
AW-MSAT-MA	**Arctic Wolf Managed Security Awareness Training**	$28.85	75	$2,163.75
AW-PLATFORM-BASE	**Arctic Wolf Base Platform**	$4,729.17	1	$4,729.17

* Optional Subtotal: $34,219.92

3 Year Renewal

* Optional

Description		Price	Qty	Ext. Price
This is a 3 year renewal with an annual payment for 12/2024 to 12/2025 with a committed 5% year over year price increase for the following 2025-2026 and 2026-2027 year.				
AW-CORE-USER-SILVER	**Arctic Wolf MDR User License**	$201.24	75	$15,093.00
AW-CORE-SERVER-SILVER	**Arctic Wolf MDR Server License**	$201.24	15	$3,018.60
AW-MDR-1YR	**Arctic Wolf MDR Log Retention - 1 Year**	$13.48	90	$1,213.20
AW-MDR-2XX-S	**Arctic Wolf sensor appliance 5x 1G RJ45 ports**	$2,808.00	2	$5,616.00
AW-MDR-O365	**Arctic Wolf MDR Office 365 License**	$21.07	75	$1,580.25
AW-MSAT-MA	**Arctic Wolf Managed Security Awareness Training**	$28.08	75	$2,106.00

12 Journey, Suite 280
Aliso Viejo, CA 92656
http://www.rednightconsulting.com/
949-464-7330

3 Year Renewal

* Optional

Description		Price	Qty	Ext. Price
AW-PLATFORM-BASE	**Arctic Wolf Base Platform**	$4,540.00	1	$4,540.00

* Optional Subtotal: $33,167.05

3 Year Renewal Adding Managed Risk

Description		Price	Qty	Ext. Price
This is a 3 year commit paid annually for the 2024-2025 , 2025-2026 and 2026-2027 contract periods. Each year is pre-configured for a 3% automatic increase and will be quoted at the contractanniversary. See the spec sheet for all items included in the Arctic Wolf "Total" bundle including managed risk and an incident response retainer.				
AW-TOTAL-USER-SILVER	**Arctic Wolf MDR per User License**	$247.01	75	$18,525.75
AW-TOTAL-SERVER-SILVER	**AW MDR Server License**	$234.75	15	$3,521.25
AW-MDR-1YR	**AW MDR Log Retention - 1 Year**	$13.48	90	$1,213.20
AW-MDR-2XX-S	**Arctic Wolf sensor appliance 5x 1G RJ45 ports**	$2,808.00	2	$5,616.00
AW-MDR-O365	**Arctic Wolf MDR Office 365 License**	$21.07	75	$1,580.25
AW-PLATFORM-BASE	**Arctic Wolf Base Platform**	$4,540.00	1	$4,540.00

Subtotal: $34,996.45

Arctic Wolf

Quote Information:

Quote #: 003736
Version: 2
Delivery Date: 01/07/2025
Expiration Date: 01/31/2025

Prepared for:

City of Aliso Viejo
12 Journey #100
Aliso Viejo, CA 92656
Isaac Aziz
(949) 425-2593
IAziz@AVCity.org

Prepared by:



RedNight Consulting, Inc.
Chris Ploessel
949-408-3118
chris@rednightconsulting.com

RedNight
Migrate. Manage. Empower.

12 Journey, Suite 280
Aliso Viejo, CA 92656
http://www.rednightconsulting.com/
949-464-7330

Quote Summary

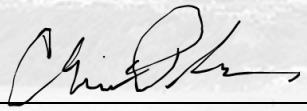
Description	Amount
3 Year Renewal Adding Managed Risk	$34,996.45
Total:	$34,996.45

*Optional Expenses

Description	One-Time
1 Year Renewal	$34,219.92
3 Year Renewal	$33,167.05
Optional Subtotal:	$67,386.97

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing, an unsigned Master Service Agreement or other errors. This Proposal is governed under the Master Service Agreement between RedNight Consulting, Inc. (“RedNight”), and the client whose name and authorized signatory appear in the signature block of this Proposal (“Client”), below. RedNight Consulting's payment terms apply.

RedNight Consulting, Inc.

Signature: 

Name: Chris Ploessel

Title: President

Date: 01/07/2025

City of Aliso Viejo

Signature: _____

Name: Isaac Aziz

Date: _____

RedNight
Migrate. Manage. Empower.

12 Journey, Suite 280
Aliso Viejo, CA 92656
http://www.rednightconsulting.com/
949-464-7330

Terms and Conditions Hardware and Software

The following terms and conditions apply to the sale and/or purchase transaction described in the applicable purchase order between RedNight Consulting, Inc. ("RedNight", "us", "our" or "we"), and you, the client who executes the purchase order ("Client", "you" or "your"), collectively, the "Parties." This SOW will be effective upon the date of the last signature below ("Effective Date").

Incorporation. This SOW along with any PO attached to or referenced in this SOW are governed under the Master Service Agreement in existence between RedNight and Client (the "MSA"). In the event that these terms directly conflict with the provisions of the MSA or the PO, then the conflicting terms will be resolved first in favor of the PO, then these terms, then the terms of the MSA.

Purchased Items. Client is purchasing and/or licensing (as applicable) the products ("Products") listed in the attached purchase order (the "PO"), in the quantities and for the fees described therein. You are responsible for the payment of all taxes, charges, fees, levies, or other assessments imposed or collected by any governmental agency on sales of products, licenses, services, or the transfer or use of any of the foregoing. You understand that under this SOW, we are acting as a reseller to facilitate your purchase of the Products from a vendor or manufacturer ("Vendor") pursuant to the terms and conditions of this SOW and the MSA between you and RedNight. This SOW does not include Services to install, set up, facilitate, train or similar labor efforts. RedNight can provide and quote Services upon request.

Delivery; Risk of Loss.

(a) *Delivery*. Delivery of the Products will occur as stated in the PO. If the PO is silent, then delivery will generally occur within fifteen (15) business days after our receipt of your signed PO. Please note, unless otherwise expressly indicated on the PO, delivery times are not guaranteed, and may vary from estimated timetables.

(b) *Risk of Loss*. Client will assume liability, risk of loss, and ownership of the Products upon their departure from the Product Vendor's warehouse (FOB Vendor's Warehouse). In cases where the Products are shipped to RedNight, we agree to forward the Products to you. Client agrees to hold RedNight harmless for any damage or loss prior to delivery of the Products.

(c) *Shipping and Taxes*. This SOW does not include potential shipping charges or sales tax.

Warranty Claims, and Claims for Missing, Damaged, or Defective Products.

(a) *Warranties*. RedNight does not provide any warranties for the Products. RedNight does not assume any liability, and Client agrees to hold RedNight harmless, for any failure of and Products or any losses arising from such failure. RedNight makes no other representations or warranties regarding the Products, and we expressly disclaim any implied warranties of merchantability or fitness for a particular purpose. In providing the Products, we make no warranties for them, and you agree not to hold us responsible for any defects in any of the Products, even if they are purchased at our recommendation. For those Products that may be covered by a Vendor's warranty, RedNight will use all reasonable efforts to assign all warranties for the Products to Client. During the first six (6) months following the Effective Date of this SOW, RedNight will also use reasonable efforts to assist you in making claims under the Product Vendor's warranty and any other warranties, if available. For warranty claims arising more than six (6) months after the Effective Date of this SOW, Client agrees to seek assistance from the Vendor directly.

(b) *Damage/Missing Items*. Client assumes responsibility for Products during shipping and agrees to hold RedNight harmless for defective, damaged or missing Products. If the Products are damaged or do not arrive, RedNight will use all reasonable efforts to assist you in obtaining remedies from the Vendor, to include repairs, returns, replacements, and refunds.

Licensing. Any software provided under the PO is licensed, and not sold, to you.

(a) *Compliance with License Terms*: You agree to comply with any end user license agreement ("EULA") that is required to activate, access, or use the software. You will refrain from (i) circumventing the requirements or conditions of any applicable EULA, and (ii) circumventing, disabling or defeating any security- or credential-related process or procedure used by the software to protect the integrity, use, licensure, or security of such software.

(b) *Price Increases and Actual Costs*: RedNight may pass through any price increases and actual costs or fees for licenses charged by the Product's Vendor (e.g. Microsoft) to the Client immediately without notice. Client agrees to be bound by the duration of the Product license or subscription term ("Initial Term", sometimes referred to as commitment, term or commitment term), including its automatic renewal and cancellation provisions. Client will be responsible for any fees and costs for successive periods of the Products' license renewals and extensions ("Renewal Term"). If you wish to decrease the number of licenses or seats for a Product, you agree to provide RedNight with not less than five (5) business days' written notice prior to the Vendor's deadline for effectuating the change. If you wish to increase the number of licenses, RedNight will invoice the pro-rated amounts and may need you to sign a separate quote to authorize the additional purchase. The request to reverse a license purchase has to be submitted to RedNight within 12 hours of the initial purchase request and can only be processed during normal business hours. We do not guarantee that the request to reverse a purchase will result in a full or partial refund.

(c) *Autorenewal and Extensions*: In order to avoid incurring unintended renewals or extensions, Client agrees to provide RedNight with written notice of its intent to terminate a license or subscription not later than five (5) business days prior to the Vendor's autorenewal deadline. If the autorenewal deadline is not expressly stated on the PO, the autorenewal deadline shall be thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term. Unless specified otherwise, all licenses auto-renew.

Cancellation; Returns. Under limited circumstances, we may be able to cancel a PO; however, we cannot guarantee that a PO may be cancelled without financial payment or penalty under all scenarios. Payment of re-stocking fees may be required for the cancellation or return of certain Products. Returned Products must contain all original packaging, supplies, hardware, and accessories. Unless otherwise stated in the PO, you will be responsible for the cost of re-packing and reshipping all returned Products. Client understands and agrees that RedNight will provide no refunds for unused portions of Products of an Initial Term or Renewal Term. If Client cancels or decreases a Product before the end of its commitment term, Client is responsible for any remaining charges under the commitment term.

12 Journey, Suite 280
Aliso Viejo, CA 92656
http://www.rednightconsulting.com/
949-464-7330

Fees.

Schedule. All invoices are net15, unless specified otherwise, and can be paid via check, cash, ACH or credit card payment through RedNight's billing portal or by sending payment to the billing address set forth below.

Licenses have to be paid before they are in use or renewed, unless otherwise specified. Purchases may require a down payment or pre-payment.

Method of Payment. You agree to enroll, authorize, and maintain a valid payment method, such as credit card, eCheck, and/or Automated Clearing House (ACH), through RedNight's third-party payments website ("billing portal"). You hereby agree to pay any convenience fees or processing fees incurred by the billing portal for your chosen payment method. You may also pay RedNight by check or cash. If RedNight does not receive payment from you according to the SOW or invoice terms, RedNight may automatically initiate charges to your enrolled payment method in the billing portal without prior notice. For example, to prevent the Client from incurring a late fee described below, RedNight may, but is not obligated to, initiate an automatic payment from any of your enrolled payment methods on the 29th day following the invoice date. RedNight may require a credit check, set credit limits, and use other risk assessment tools. RedNight may reassess or change terms and credits given to the Client with thirty (30) days' written notice.

Nonpayment. The Parties agree that time is of the essence in the performance of the Client's payment obligations and that late fees are necessary to ensure prompt payment and the efficient delivery of the Products. Fees that remain unpaid after the end of the invoice payment term (for example, net 15) will be subject to late fees on the unpaid amount until and including the date payment is received. Fifteen (15) days after the invoice net term closes, late fees on the unpaid amount will apply and thereafter accrue on the 1st of each subsequent month until it is paid in full. You agree that the amount of the late fee shall be 1.5% of the unpaid balance owed at the time the late fee is charged. If applicable law limits the described late fee to an amount of less than 1.5% per month, Client agrees to pay the maximum legal rate.

Additional Remedies. RedNight reserves the right, but not the obligation, to suspend part or all of the Products without prior notice to you in the event that any portion of invoiced amounts remain unpaid after the end of the invoice term (for example, net 15). You agree to indemnify and hold RedNight harmless for any business impacts that result from such a suspension of service. A re-connect fee may be charged to you in the event that RedNight suspends the Products due to your nonpayment and you request to resume service after outstanding balances are paid.

Security Interest in Equipment and Hardware.

(a) Bankruptcy, insolvency, or receivership as nonperformance: If Client becomes the subject of any bankruptcy, insolvency or receivership proceeding, whether voluntary or involuntary, you agree that such a filing indicates your intent not to fulfill your obligations under the SOW. In such case, we will begin an orderly conclusion of this and any other active SOWs and you authorize us to sell or repurpose any Products already acquired under open SOWs to mitigate the costs you might otherwise owe RedNight.

(b) Security interest in Products: As collateral security for the payment of the purchase price of the Products and performance in full of your obligations under this SOW, you hereby pledge and grant to RedNight, a lien on and security interest in and to all of the right, title, and interest of yours in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the California Commercial Code.

Credits. Any payments received in excess of your unpaid balance will be reflected as a credit on your account and will be applied to your next invoice. If you close your account and it has a credit balance after all outstanding fees and costs have been accounted for, we will return the excess funds to you. In order to ensure accurate recordkeeping, the Parties agree that invoices shall be considered final documents upon receipt by the Client. If items or fees on an invoice are revised or corrected after the invoice date, the changes will be credited or deducted, as the case may be, with an appropriate description on your next invoice.

Billing Address. Checks can be sent to: RedNight Consulting, 12 Journey, Suite 280, Aliso Viejo, CA, 92656

By signing this Statement of Work, the Client confirms to have read each page, understood it fully and agrees to all terms.

Arctic Wolf® Security Operations Bundles

DATASHEET

The Cybersecurity Landscape

Today, organizations are exposed to more cyber risk than ever. In fact, more than 7 out of 10 organizations believe that their sensitive data was compromised or breached in the past 12 months.

To solve this challenge, organizations have heavily invested their time, energy, and budget on multiple security tools and point solutions. However, this strategy has yielded negative returns due to alert fatigue, skill shortage, and ineffective security responses.

What Customers Need to End Their Cyber Risk:

End-to-End Risk Reduction

- Preventative security to reduce the likelihood of an incident combined with reactive security that detects, responds, and limits the severity of an attack

Security Expertise

- On-call security experts to configure systems, answer questions and provide guidance
- A cybersecurity platform that leverages existing technology investments

Risk Transfer Options

- Best-in-class financial coverage included with security purchase investments
- Cybersecurity solutions that match insurance controls to ensure approvals and lower premiums

Security Hardening

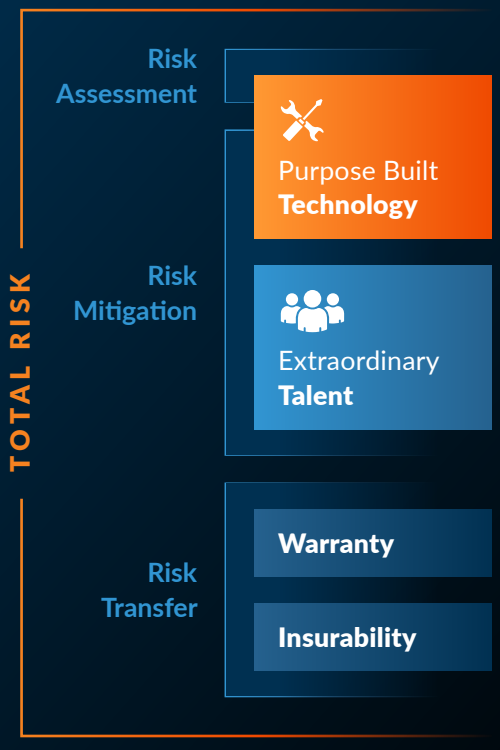
- Assess your security posture against industry and insurance frameworks to identify gaps and prioritize risk mitigation activities

Security Operations Bundles

Arctic Wolf's security operations bundles provide the full suite of technology, security expertise, and risk transfer options to end your cyber risk.

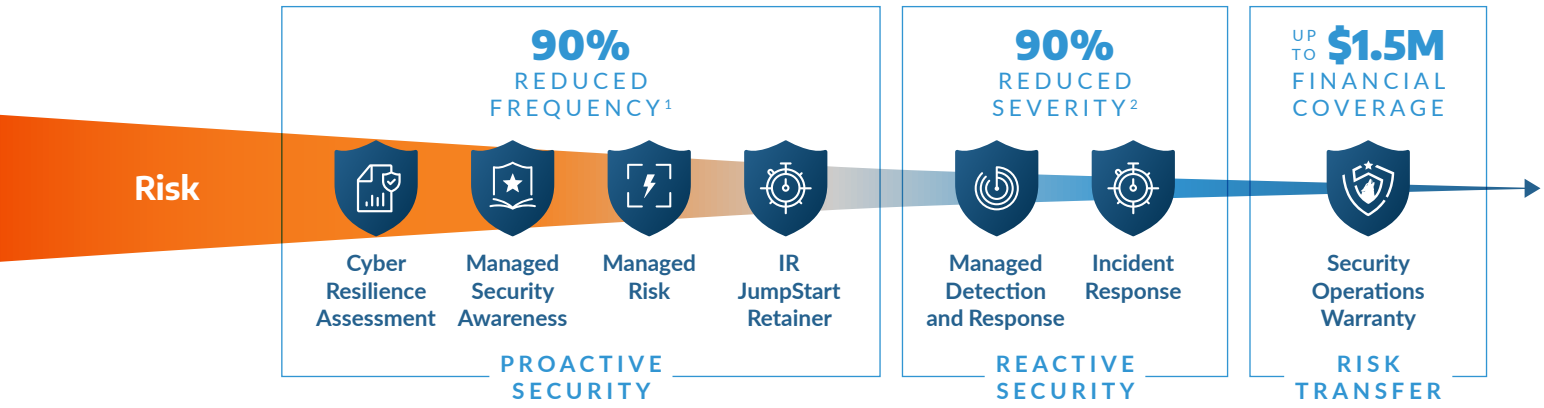
Whether it's proactive security offerings like employee awareness training, vulnerability scanning, or incident readiness planning, or reactive detection and response capabilities to minimize the severity of an incident, the Security Operations Bundles provide full coverage across all your attack surfaces.

Best of all, any remaining risk can be financially transferred to Arctic Wolf through our industry-leading Security Operations Warranty. With up to $1.5 million (USD) in financial coverage and the ability to fund your cyber insurance deductible, you won't be out-of-pocket after a severe cyber attack.



©2024 Arctic Wolf Networks, Inc. All rights reserved. | Public

Combining Solutions to End Risk



Security Operations Bundles

	CORE	PLUS	TOTAL
Managed Detection and Response 24x7 advanced threat detection and active response	Included	Included	Included
Cyber Resilience Assessment Assess your security posture against industry frameworks	Included	Included	Included
Concierge Security Tailored security expertise and guidance to enhance your security posture	Included	Included	Included
	Choose the engagement level that is right for you		
Data Explorer Lite Explore and analyze security data to identify potential threats	Included	Included	Included
	Can be upgraded to the full Data Explorer		
Log Retention Retain historical logs for compliance and review	Included	Included	Included
	Can be upgraded to meet your retention and compliance needs		
Managed Risk Discover, assess, and harden your environment against vulnerabilities	—	Included	Included
Managed Security Awareness Minimize human risk with fully managed microlearning content	—	—	Included
Incident Response JumpStart Retainer Prepare for cyber attacks with a battle-tested IR plan and 1-hr response time	—	—	Included
Security Operations Warranty Industry-leading financial support to reduce out-of-pocket expenses after a security event	$100k 3-year	$500k 1-year $1M 3-year	$750k 1-year $1.5M 3-year

[1] https://arcticwolf.com/resource/aw/arctic-wolf-labs-2024-threat-report [2] https://arcticwolf.com/resources/blog/how-security-operations-reduces-risk-of-cyber-incident-over-90

ARCTIC WOLF

©2024 Arctic Wolf Networks, Inc. All rights reserved. Arctic Wolf Networks, AWN and the Arctic Wolf Networks logo are trademarks of Arctic Wolf Networks, Inc. in the United States and/or other jurisdictions. Other names used in this document are for identification purposes only and may be trademarks of their respective owners.

SOC2 Type II Certified

ISO 27001 CERTIFIED CYBERGUARD COMPLIANCE

City of Aliso Viejo
AGENDA ITEM

DATE: January 15, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE CITY'S PERMITTING SOFTWARE

Recommended Action:

Approve and authorize the City Manager to execute a First Amendment to the Professional Services Agreement with Tyler Technologies, Inc. for the City's permitting software to increase the total compensation by $73,352.

Fiscal Impact:

The cost for the services provided under the first amendment is not to exceed $73,352. Funds for this project are available in the adopted FY 2024-2025 budget.

Background:

In September 2020, the City entered into a professional services agreement with Tyler Technologies, Inc. ("Tyler") to provide the City with an upgraded permitting software. The City went live with the upgraded permitting software in April 2022.

Discussion:

The original agreement term is five years, including an initial configuration and installation cost of $160,572, with annual recurring fees of $52,122. In recent years, Staff added additional modules and reconfigured the software to improve efficiency and to provide 100% online permitting. With these additional functions, the annual recurring fees have increased to $73,352, beginning November 2024 and 2025. Staff recommends that the City Council approve the first amendment to the agreement to cover the $73,352 annual fee. No changes are proposed to the agreement term, which ends In September 2025.

In addition to the increased annual recurring fees, further software configuration is necessary. Staff is working with Tyler to prepare a second amendment for the City

Council's consideration at a future meeting. This amendment will address changes to the compensation amount and the agreement term.

Attachments:

1. Original Professional Services Agreement with Tyler

2. First Amendment with Tyler

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Aliso Viejo, Calfornia.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of named users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate

with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

   6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

   6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best

commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is s required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or

to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   9.2 provide telephone support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in

accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the

SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you

may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of

employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 9/10/2020

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Aliso Viejo, CA

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attention: _____

Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Aliso Viejo, CA
By:_____	By:_____
Name:_____	Name: David A. Doyle
Title:_____	Title: City Manager
Date:_____	Date: 9/16/20
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: City of Aliso Viejo 12 Journey, Suite 100 Aliso Viejo, CA 92656 Attention: Omar Dadabhoy



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Chuck Newberry
Date:	6/26/2020
Quote Expiration:	9/15/2019
Quote Name:	City of Aliso Viejo-LGD-EG-PLM
Quote Number:	2019-69633
Quote Description:	Option 2 SaaS

Sales Quotation For

City of Aliso Viejo
12 Journey Ste 100
Suite 100
Aliso Viejo, CA 92656-5335
Phone +1 (949) 425-2500

EnerGov SaaS - Gold

Description	Term	Monthly Fee	Users/Units	Annual Fee
Core Software:				
EnerGov Community Development Suite	5	$209.00	10	$25,080.00
Extensions:				
EnerGov Central Cashiering SDK	5	$0.00	1	$0.00
EnerGov Citizen Self Service - Community Development	5	$801.00	Site License	$9,615.00
EnerGov Community Development SDK	5	$0.00	1	$0.00
EnerGov Content Management API	5	$295.00	Site License	$3,537.00
EnerGov e-Reviews	5	$1,381.00	Site License	$16,577.00
EnerGov Intelligent Automation Agent	5	$0.00	1	$0.00
EnerGov Intelligent Objects	5	$0.00	1	$0.00
EnerGov My GovPay	5	$0.00	1	$0.00
EnerGov O-Data	5	$0.00	1	$0.00
EnerGov Report Toolkit	5	$0.00	1	$0.00
EnerGov Standard Technical Support	5	$0.00	1	$0.00
EnerGov Unlimited iG Workforce App Access	5	$0.00	1	$0.00
EnerGov VirtualPay	5	$0.00	1	$0.00

EnerGov SaaS - Gold

Description		Term	Monthly Fee	Users/Units	Annual Fee
Tyler GIS		5	$0.00	1	$0.00
			Sub-Total:		$54,809.00
			Less Discount:		*$2,687.00*
			TOTAL:		**$52,122.00**

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Data Conversion Services	40	$250.00	$10,000.00	$0.00
Dynamic Reports Modifications (10 pack)	1	$5,000.00	$5,000.00	$0.00
Professional Implementation Services	390	$175.00	$68,250.00	$0.00
Project Management Services	80	$175.00	$14,000.00	$0.00
Training & Production Support Services	64	$175.00	$11,200.00	$0.00
TOTAL:			**$108,450.00**	**$0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$0.00	$0.00
Total SaaS	$0.00	$52,122.00
Total Tyler Services	$108,450.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$108,450.00**	**$52,122.00**
Year One Contract Total	**$160,572.00**	
Contract Total	**$369,060.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of $3,000/100 users. Further pricing detail is available by contacting Bluebeam at https://www.bluebeam.com/solutions/studio-prime

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $3,000 per TB.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Scope of Services:

- This implementation will be based on Tyler's Rapid Deployment methodology which formats 90% of the Client's processes into the EnerGov's Best Management "Template" configuration.
- The Client will also receive the pre-defined and pre-configured Automation that is standard in the EnerGov application.
- The Client will receive the standard reports as well as configuration to the Standard Dynamic Reports within the EnerGov application.
- Custom Reports – included in proposal
- Financial Integration Export – a financial export to their finance system.

Included interfaces within this proposal:

- GIS (requires ESRI ArcGIS Server or ArcGIS online)
- Bluebeam Studio Prime (requires Bluebeam licensing)
- Tyler Incode- Finacnial GL
- Tyler Cashiering - Central Cashiering



Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary, provided that the Client may retain ten percent (10%) of the Implementation service fees for each project stage as set forth in the Statement of Work. Retainage will be invoiced no later than ten (10) days after go-live or thirty (30) days after completion of final project stage acceptance as set forth in the Statement of Work. In no case shall the retainage be released later than twenty-four (24) months after the mutually agreed upon date for the project kickoff.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the

applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.
We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies *(Powered by Persolvent),* designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.
"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.
"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.
"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.
"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.
"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.
"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:
(1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
(2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
(3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
(4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
(5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
(6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: **Government Entity Paid**	2.79%	$0.20
Option 2: **Patron Paid**	3.29%	N/A

***ACH processing is available for a fee of $20 per month and $0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: **Government Entity Paid**	2.59%	$0.15
Option 2: **Patron Paid**	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below $30, Contractor reserves the right to apply an additional $0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR Data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
(b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
(d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
(e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E
Statement of Work

THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK

Statement of Work

Tyler Technologies

Prepared for:

Aliso Viejo

12 Journey St Suite 100, Aliso Viejo, CA 92656

Prepared by:

Chuck Newberry
2160 Satellite Blvd., Suite 300, Duluth, GA 30097
Tyler Technologies, Inc.
www.tylertech.com

Revised: 2/7/2019

Table of Contents

1 Executive Summary 6
1.1 Project Overview 6
1.2 Product Summary 6
1.3 Project Timeline 6
1.4 Project Methodology Overview 6
2 Project Governance 7
2.1 Client Governance 7
2.1.1 Client Project Manager 7
2.1.2 Steering Committee 7
2.1.3 Executive Sponsor(s) 8
2.2 Tyler Governance 8
2.2.1 Tyler Project Manager 8
2.2.2 Tyler Implementation Management 8
2.2.3 Tyler Executive Management 8
2.3 Acceptance and Acknowledgment Process 8
3 Overall Project Assumptions 10
3.1 Project, Resources and Scheduling 10
3.2 Data Conversion 11
3.3 Data Exchanges, Modifications, Forms and Reports 11
3.4 Hardware and Software 12
3.5 Education 12
4 Implementation Stages 13
4.1 Work Breakdown Structure (WBS) 13
4.2 Initiate & Plan (Stage 1) 15
4.2.1 Tyler Internal Coordination & Planning 15
4.2.2 System Infrastructure Planning 16
4.2.3 Project/Phase Planning 17
4.2.4 Project Schedule 18
4.2.5 Stakeholder Presentation 19

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance 20
4.3 Assess & Define (Stage 2) 21
4.3.1 Fundamentals Review 21
4.3.3 Current/Future State Analysis 22
4.3.4 Data Conversion Planning & Mapping 23
4.3.5 Standard 3rd Party Data Exchange Planning 24
4.3.6 Modification Analysis & Specification, if contracted 25
4.3.7 Forms & Reports Planning 26
4.3.8 System Deployment 27
4.3.9 Control Point 2: Assess & Define Stage Acceptance 28
4.4 Build & Validate (Stage 3) 30
4.4.1 Configuration & Power User Training 30
4.4.2 Data Conversion & Validation 31
4.4.3 Standard 3rd Party Data Exchange Validation 32
4.4.4 Modification Delivery & Validation, if contracted 33
4.4.5 Forms & Reports Validation 34
4.4.6 Control Point 3: Build & Validate Stage Acceptance 35
4.5 Final Testing & Training (Stage 4) 36
4.5.1 Cutover Planning 36
4.5.2 User Acceptance Testing (UAT) 37
4.5.3 End User Training 38
4.5.4 Control Point 4: Final Testing & Training Stage Acceptance 39
4.6 Production Cutover (Stage 5) 40
4.6.1 Final Data Conversion, if applicable 40
4.6.2 Production Processing & Assistance 41
4.6.3 Transition to Tyler Support 42
4.6.4 Schedule Post-Production Services, if applicable 43
4.6.5 Control Point 5: Production Cutover Stage Acceptance 44
4.7 Phase/Project Closure (Stage 6) 45
4.7.1 Close Phase/Project 45
4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance 46
5 Roles and Responsibilities 47

5.1 Tyler Roles and Responsibilities 47
5.1.1 Tyler Executive Management 47
5.1.2 Tyler Implementation Management 47
5.1.3 Tyler Project Manager 47
5.1.4 Tyler Implementation Consultant 48
5.1.5 Tyler Sales 49
5.1.6 Tyler Software Support 49
5.1.7 Tyler Data Conversion Experts 49
5.1.8 Tyler Reports/Forms Experts 49
5.2 City Roles and Responsibilities 50
5.2.1 City Executive Sponsor 50
5.2.2 City Steering Committee 50
5.2.3 City Project Manager 50
5.2.4 City Functional Leads 51
5.2.5 City Power Users 52
5.2.6 City End Users 53
5.2.7 City Technical Support 53
5.2.8 City Upgrade Coordinator 53
5.2.9 City Project Toolset Coordinator 53
5.2.10 City Change Management Lead 53
6 Glossary 55
7 Tyler Resources Purchased 58
7.1 Billable Hours and Expenses in Scope ..... **Error! Bookmark not defined.**
7.1.1 Business Scope (Transactions and Automation) ..... **Error! Bookmark not defined.**
7.1.2 “Business transaction” is defined by: ..... **Error! Bookmark not defined.**
7.1.3 “Template” transaction is defined by: 58
7.1.4 “Geo-Rule” is defined by: 58
7.1.5 “Intelligent Object (IO)” is defined by: 59
7.1.6 “Intelligent Automation Agent (IAA)” is defined by: 59
7.1.7 “EnerGov SDK API (Toolkits)” are defined by: 59
8 EnerGov Conversion Summary 60
8.1 Community Development: Permits 60

8.2 Community Development: Code Cases 60
8.3 Community Development: Plans 61

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the City of Aliso Viejo the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
EnerGov	Community Development
EnerGov	iG Workforce
EnerGov	eReviews
EnerGov	Citizen Self Service

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City project manager(s) and the Project and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City project manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- The City will be populating the Tyler provided Data Conversion Template data based that will be converted into the EnerGov Application.
- The City will be mapping legacy Data to the BMT (Best Management Template) configuration that exists within the EnerGov application already.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I									
Provide initial Project documents to Client	A	I	R						C			I									
Sales to Implementation knowledge transfer	A	I	R						C												
Internal planning and phase coordination		A	R					C													

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	System Infrastructure Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Project/Phase Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																					
	TYLER									CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
    - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
    - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
    - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
    - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
    - Scope: Task list, assignments and due dates
    - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete
-

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Fundamentals Review																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.3 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.4 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler Best Management Template system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.5 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.6 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Modification Analysis & Specification, if contracted																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.7 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Forms & Reports Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.8 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.9 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.9.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
    - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
    - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
    - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
    - Objective: Define data conversion approach and strategy
    - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
    - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
    - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs
        - Scope: Design solution for Modification
    - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
    - Objective: Provide specifications for each City in Scope form, Report and output requirements
    - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
    - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
    - Objective: Installation of purchased Tyler software
    - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
    - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.9.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Configuration & Power User Training																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
    - Objective: Convert Legacy System data into Tyler system
    - Scope: Data conversion program complete; deliver converted data for review
    - Acceptance criteria: Initial error log available for review
- Data conversion verification document
    - Objective: Provide instructions to the City to verify converted data for accuracy
    - Scope: Provide self-guided instructions to verify specific data components in Tyler system
    - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Modifications on the City's server(s) *except for hosted Clients
    - Objective: Deliver Modification(s) in Tyler software
    - Scope: Program for Modification is complete and available in Tyler software, Modification testing
    - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
    - Objective: Provide Standard Forms & Reports for review
    - Scope: Installation of all Standard Forms & Reports included in the Agreement
    - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Modifications delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	User Acceptance Testing (UAT)																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
    - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
    - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
    - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
    - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
    - Scope: Testing steps for Standard business processes.
    - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Production Processing & Assistance																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
    - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
    - Scope: Final passes of all conversions completed in this Phase
    - Acceptance criteria: Data is available in production environment
- Support transition documents
    - Objective: Define strategy for on-going Tyler support
    - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
    - Acceptance criteria: The City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
    - Objective: Provide comparison of contract Scope and Project budget
    - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
    - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
    - Validates contract compliance throughout the Project.
    - Ensures Deliverables meet contract requirements.
    - Acts as primary point of contact for all contract and invoicing questions.
    - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
    - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.

- Implementation Management

  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
  - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.

- Team Management

  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

5.1.7 Tyler Data Conversion Experts

- Validates client data files are in proper format.
- Utilizes standard best management conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping based on the Best Management Templates configured within the EnerGov application.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions.

5.1.8 Tyler Reports/Forms Experts

- Provides specifications for all Forms & Reports in Scope.
- Reviews requirements for Peripherals and Consumables, if applicable.
- Conducts review of City's form mockup sheets.
- Develops final form designs.
- Configures and installs Forms software and approved Forms.

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
    - Validates contract compliance throughout the Project.
    - Ensures invoicing and Deliverables meet contract requirements.
    - Acts as primary point of contact for all contract and invoicing questions.

- Signs off on contract milestone acknowledgment documents.
- Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.

- Planning

  - Review and acknowledge Implementation Management Plan.
  - Defines project tasks and resource requirements for City project team.
  - Collaborates in the development and approval of the initial Project Plan and Project Plan.
  - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

- Implementation Management

  - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
  - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
  - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
  - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.

- Team Management

  - Acts as liaison between project team and stakeholders.
  - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and takes corrective action, if needed.
  - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
  - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.

- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

    - Task completion
    - Stakeholder Presentation
    - Implementation Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of City resources
    - Attendance at scheduled sessions
    - Change Management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Conversion Analysis and Verification Assistance
    - Decentralized End User Training
    - Process Testing
    - User Acceptance Testing

5.2.5 City Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City staff during and after implementation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.

- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Tyler Resources Purchased

Tyler's complete EnerGov proposal as set forth in the Investment Summary have been defined within the project as follows:

- Estimated Timeline of 9 - 12 months
- Please review investment summary notes for scope

7.1.1 "Template" transaction is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

7.1.2 "Geo-Rule" is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• **Alert**	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• **Block**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• **Block with Override**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• **Fee Date**	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• **Filed Mapping**	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• **Required Action**	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• **Required Step**	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.)

	that requires the step based on certain spatial data related to the case.
• **Zone Mapping**	• The zone(s) automatically populate on the "Zones" tab of the record (i.e. plan, permit, code case, etc.).

7.1.3 "Intelligent Object (IO)" is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

7.1.4 "Intelligent Automation Agent (IAA)" is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

7.1.5 "EnerGov SDK API (Toolkits)" are defined by:

- API's developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.
  Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

8 EnerGov Conversion Summary

8.1 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

8.2 Community Development: Code Cases

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Violations
    - Fees
    - Payments
    - Notes

- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

8.3 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Aliso Viejo, with offices at 12 Journey Drive, Suite 100, Aliso Viejo, California 92656-5535 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October19, 2020 ("Agreement"); and

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. SaaS Term. The term of the Agreement is hereby renewed for the period November 1, 2024 through October 31, 2025. The Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.

2. SaaS Fees. SaaS Fees, as detailed in the attached Invoice #025-482894, dated October 10, 2024, hereto attached as Exhibit 1 are due in accordance with the Agreement.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler	Aliso Viejo, CA
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1
Invoice #025-482894

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-482894	10/10/2024	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF ALISO VIEJO
12 JOURNEY DRIVE
SUITE 100
ALISO VIEJO, CA 92656-5535

Ship To: CITY OF ALISO VIEJO
12 JOURNEY DRIVE
SUITE 100
ALISO VIEJO, CA 92656-5535

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
42051	135761	2019-69633	USD	NET45	11/24/2024

Description	Extended Price
EnerGov SaaS - Gold - Year 5 - 11/01/2024 - 10/31/2025	73,352.00

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
EnerGov Community Development Suite - Annual Fee	125,400.00	20 %	25,080.00
EnerGov Citizen Self Service - Community Development - Annual Fee	48,075.00	20 %	9,615.00
EnerGov Content Management API - Annual Fee	17,685.00	20 %	3,537.00
EnerGov e-Reviews - Annual Fee	82,885.00	20 %	16,577.00
Less EnerGov Annual Fee Discount	(13,435.00)	20 %	(2,687.00)
EnerGov Community Development Suite (5) - Annual Fee	37,590.00	33 %	12,530.00
Decision Engine - Annual Fee	16,675.00	52 %	8,700.00

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	73,352.00
Sales Tax	0.00
Invoice Total	73,352.00

City of Aliso Viejo
AGENDA ITEM

DATE: January 15, 2025

TO: Mayor and City Council

FROM: Lizzy Mendoza, Recreation & Community Services Manager

SUBJECT: SPECIAL EVENT SPONSORSHIP PROGRAM

Recommended Action:

Approve and authorize the proposed Special Event Sponsorship Policy and Procedures.

Fiscal Impact:

No fiscal impact.

Background:

The purpose of this Special Event Sponsorship program is to promote the City's special events and attract sponsorships to offset the cost of providing select recreation services, including special events. The Special Event Sponsorship Administrative Policy establishes guidelines related to the selection of sponsors for special events organized by the City.

Discussion:

The Special Event Sponsorship program was developed with the intent to offset costs for City special events, including the largest event of the year, the "All is Bright" Holiday Celebration & Tree Lighting Ceremony. As drafted, the sponsorship program would provide eligible businesses, individuals, and/or non-profit organizations the opportunity to connect with the community by building meaningful connections with residents and businesses, while enhancing visibility within the community and to help create lasting memories by supporting events that leave a positive impact on residents.

Eligible businesses, individuals, and/or non-profit organizations interested in sponsoring a special event must submit a completed City of Aliso Viejo Special Event Sponsorship Application Form to the Recreation & Community Services Department.

Special events offering sponsorship opportunities may include, but are not limited to:

- Aliso Viejo Ranch Rental Showcase
- Movie Nights
- Hiring Fair
- JamFest & Summer Camp Expo
- Furry Friends Pet Fair & Vet Clinic
- Health & Safety Fair
- Veterans Appreciation Program
- Artisan Market
- Crafts with the Clauses
- All is Bright Holiday Celebration & Tree Lighting Ceremony

In addition to the special events identified above, the City may also open sponsorship opportunities for pilot events and one-time celebratory events, such as anniversaries and facility openings, as it deems necessary.

Each applicable event will have sponsorship opportunities at five varying levels, ranging from $500 to $15,000.

No sponsor will be permitted that:

- Promotes a political candidate, ballot initiative, or cause.
- Promotes products or services that may be considered offensive, distasteful, or "adult entertainment."
- Promotes products or services that are contrary to public health, safety, or welfare, such as tobacco, marijuana, or alcohol-related products.
- Conflicts with any applicable federal, state, or local law, statute, or ordinance.
- Claims that it and/or its goods and services are endorsed by the City as a result of sponsoring a City special event.
- Otherwise violates this policy, as determined by the Recreation & Community Services Manager.

City Staff will be responsible for operating the program, evaluating sponsorship applications, and ensuring that each application fulfills the requirements as included in the Administrative Policy and Procedures. This policy may be amended at the discretion of the City Manager at any time.

City Attorney:

The City Attorney reviewed and provided comments, which have been incorporated into the Special Event Sponsorship Administrative Policy.

Attachments:

1. Special Event Sponsorship Policy and Procedures
2. Special Event Sponsorship Packet and Application Form

PURPOSE

The purpose of this policy is to promote the City's special events and attract sponsorships to offset the cost of providing select recreation services. The purpose of this Special Event Sponsorship Administrative Policy is to establish guidelines related to the selection of sponsors for special events organized by the City. This policy shall govern the Special Event Sponsorship Program.

POLICY

Subject to the provisions of this policy, special event sponsorship opportunities are open to eligible business, individual, and/or nonprofit organization. Each applicable event will have sponsorship opportunities at varying levels, ranging from $500 to $15,000. Sponsorship payment may be made in the form of monetary contributions and/or in-kind services provided at no cost to the City. Special events offering sponsorship opportunities shall include, but are not limited to:

- Aliso Viejo Ranch Rental Showcase
- Movie Nights
- Hiring Fair
- JamFest & Summer Camp Expo
- Furry Friends Pet Fair & Vet Clinic
- Health & Safety Fair
- Veterans Appreciation Program
- Artisan Market
- Crafts with the Clauses
- All is Bright Holiday Celebration & Tree Lighting Ceremony

In addition to the special events identified above, the City may also open sponsorship opportunities for pilot events and one-time celebratory events, such as anniversaries and facility openings, as it deems necessary. City special events may also be updated or removed from the list included above.

PROCEDURES

Businesses, individuals, and/or nonprofit organizations interested in sponsoring a special event must submit a completed "City of Aliso Viejo Special Event Sponsorship Application" form to the Recreation & Community Services Department by email to the address listed on the form. Application forms will be available on the City's website and upon request. Businesses must also submit the associated sponsorship fee set forth in the application form. Monetary sponsorships must be paid to the City in the form of a check made out to "City of Aliso Viejo" and be received by the Recreation & Community Services Department within 10 business days of application

approval. Relative to in-kind sponsorship, the sponsor must submit a detailed list of in-kind goods or services to the Recreation & Community Services Department with approximate monetary value offered to the City in return for sponsorship status at any level within 10 business days of application approval.

No sponsor will be permitted that:

- Promotes a political candidate, ballot initiative, or cause.
- Promotes products or services that may be considered offensive, distasteful, or "adult entertainment."
- Promotes products or services that are contrary to public health, safety, or welfare, such as tobacco, marijuana, or alcohol-related products.
- Conflicts with any applicable federal, state, or local law, statute, or ordinance.
- Claims that it and/or its goods and services are endorsed by the City as a result of sponsoring a City special event.
- Otherwise violates this policy, as determined by the Recreation & Community Services Manager.

At the time of application, all prospective sponsors must provide the City with a business logo and/or correct spelling and pronunciation of the business name, organization, or individual. Additionally, all approved sponsors must either attend a City Council meeting to receive a Certificate of Recognition, collect the certificate following the City Council meeting, or provide a mailing address to which the City may send the certificate, if applicable, relative to the sponsorship level. Approved event sponsors eligible for and utilizing an available booth space at the sponsored event must attend the event, staff the booth, and remain at the booth throughout the entire duration of the event.

City staff is responsible for operating the Special Event Sponsorship Program, including, but not limited to:

- Soliciting sponsorships from local businesses verbally or in writing.
- Creating and circulating a sponsorship packet detailing the event date, application deadline for specific events, sponsorship tiers, and associated benefits.
- Exercising due diligence when evaluating sponsorship applications to determine the proposed sponsorship's benefits, risks, and unintended consequences.
- Identifying the objective that the sponsor is trying to achieve (such as legacy, sales, exclusivity, and/or general support of a cause).

Following the receipt of the City of Aliso Viejo Special Event Sponsorship Application, staff will evaluate sponsorship applications based on the following criteria:

- Compatibility of the products, customers, and promotional goals with the anticipated demographics of the special event's attendees.
- The prospective sponsor's previous record of involvement in community events.
- Compatibility with this Policy.

The Recreation & Community Services Manager or designee will review all applications and provide a final determination regarding acceptance of the proposed sponsorship. Recreation & Community Services Department staff will provide communication in writing to the sponsorship applicant regarding approval of the sponsorship application.

In addition to staff reviewing the procedures provided herein, the Recreation & Community Services Manager may negotiate sponsorship benefits with businesses, individuals, or non-profit organizations interested in sponsoring special events and may cancel an agreement at his or her discretion.

In the event the sponsorship application is approved by the Recreation & Community Services Manager, Recreation & Community Services staff is responsible for collecting sponsorship payment from the business, individual, or non-profit organization. Additionally, Recreation & Community Services staff is responsible for providing all sponsorship benefits to approved event sponsors in accordance with the sponsor's sponsorship level. Depending on the sponsorship level and nature of the event, these benefits may include, but are not limited to:

- Recognition on the City's website.
- Booth at the event.
- Shared social media posts.
- Business recognition during announcements at events.
- Business logo featured on promotional items.
- Special recognition at a City Council meeting (depending on sponsorship level).
- Certificate of recognition from the City.
- Preferred booth placement at the event.
- Business sponsorship acknowledged in the City's quarterly brochure, *Aliso Viejo Community Connection*.

Approval of an event sponsorship application does not constitute an endorsement of the sponsor or its products and/or services. The City may identify event sponsors but shall not endorse individuals, organizations, products, or services. Upon review and approval, the City may publish an event sponsor's name, logo, slogan, product and/or service description, and/or contact information. However, the City will not publish statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations on behalf of an event sponsor.

Businesses that feel they did not receive all sponsorship benefits promised to them at their chosen sponsorship level may appeal their sponsorship status with the Recreation & Community Services Manager. The appeal request shall be in writing and submitted to the Recreation & Community Services Manager no later than ten (10) business days following the event. Within thirty (30) business days of receiving the appeal request, the Recreation & Community Services Manager shall provide the appeal hearing. The Recreation & Community Services Manager shall have the right to determine if staff fulfilled their commitments as outlined above. Should the Recreation & Community Services Manager find that the City did not adhere to its obligations, he/she may issue a full and/or partial refund of the sponsorship fee. The business may appeal the decision of the Recreation & Community Services Manager to the City Manager or his/her designee within twenty (20) business days in writing. The City Manager or his/her designee's decision on such an appeal shall be final.

This Policy may be amended at the discretion of the City Manager at any time.

Attachment: *City of Aliso Viejo Special Event Sponsorship Application Form*

SPONSORSHIP OPPORTUNITIES



5
SPONSORSHIP TIERS

10
SPECIAL EVENTS

10,000+
ATTENDEES

ALISO VIEJO RECREATION & COMMUNITY SERVICES DEPARTMENT

ALISO VIEJO

AVCITY.ORG | RECREATION@AVCITY.ORG | 949-425-2550

ABOUT THE COMMUNITY



Join Us in Making a Difference in Aliso Viejo!

The City of Aliso Viejo is a unique community, rich in unity and togetherness. We cherish our special events as moments to bond with our neighbors and celebrate our community spirit.

Opportunity Awaits: Sponsorship with Impact

Aliso Viejo Recreation & Community Services Department invites you to enhance these special events through sponsorship opportunities. By partnering with us, you can amplify your business footprint within our community and contribute to unforgettable experiences.

OUR MISSION

The Aliso Viejo Recreation and Community Services Department, in collaboration with our community partners, enriches lives by providing quality programs, human services, community outreach, and recreational opportunities that create positive and memorable experiences.

WHY SPONSOR?

- Connect with the Community: Build meaningful connections with residents and businesses.
- Enhance Visibility: Showcase your brand's commitment to Aliso Viejo.
- Create Lasting Memories: Support events that leave a positive, lasting impact.

ALISO VIEJO
Live Life Inspired

2025 SCHEDULE OF SPECIAL EVENTS

ALISO VIEJO RANCH RENTAL SHOWCASE

The Aliso Viejo Ranch team will showcase rental items and spaces, and the event includes a vendor fair to showcase services, open to Aliso Viejo businesses and partners!

SUNDAY, JANUARY 26

SPRING ARTISAN MARKET

Artisan market featuring local artists, creators, and merchants are provided an opportunity to showcase their products and build a market in Aliso Viejo!

SUNDAY, MARCH 2

HIRING FAIR

The City of Aliso Viejo's own hiring fair featuring vendors hiring for open positions, resume building workshop, and interview preparedness sessions!

SUNDAY, MARCH 23

JAMFEST & SUMMER CAMP EXPO

This is the second largest event the City of Aliso Viejo's Recreation & Community Services Department hosts a summer kickoff event featuring partnered summer camp instructors, music, crafts, activities, and games!

SATURDAY, APRIL 26

SUMMER KICKOFF MOVIE IN THE PARK

Movie night at Aliso Viejo Middle School to kick off the summer season, featuring themed crafts, games, food trucks, and a family-friendly movie!

FRIDAY, JUNE 6

END OF SUMMER MOVIE IN THE PARK

Movie night at Aliso Viejo Middle School to end the summer season before heading back to school, featuring themed crafts, games, food trucks, and a family-friendly movie!

FRIDAY, AUGUST 22

Scheduled events are subject to change annually

2025 SCHEDULE OF SPECIAL EVENTS CONTINUED...



FALL ARTISAN MARKET

Artisan market featuring local artists, creators, and merchants are provided an opportunity to showcase their products and build a market in Aliso Viejo!

SUNDAY, SEPTEMBER 14

FURRY FRIENDS PET FAIR & VET CLINIC

Pet Fair & Vet Clinic at Aliso Viejo Ranch features low-cost vaccinations and microchipping, pet-friendly vendors, and adoption agencies with animals in need of homes!

SATURDAY, OCTOBER 4

HEALTH & SAFETY FAIR

Health & Safety Fair at Aliso Viejo Ranch featuring public health vendors geared toward providing information for a healthy life, and a touch a truck for kids to learn about different public serving organizations!

SATURDAY, NOVEMBER 8

"ALL IS BRIGHT" HOLIDAY CELEBRATION & TREE LIGHTING CEREMONY

This is the largest event the City of Aliso Viejo's Recreation & Community Services Department hosts, and we invite YOU to become a sponsor!

THURSDAY, DECEMBER 4

Scheduled events are subject to change annually

SPONSORSHIP LEVELS

TITLE SPONSOR

$15,000

- Name included in the event
- Preferred booth location at the event
- Designated event attraction or activity (craft, airbrush, etc.) branding
- Company logo on Staff event t-shirt
- Company logo on event signage
- Verbal recognition at the event
- Inclusion of company name on digital and printed material
- Social media and digital newsletter (Enews) acknowledgments
- Literature displayed at Information Booth (brochure, flyer, or printed material)*

PLATINUM

$7,500

- Designated event attraction or activity (craft, airbrush, etc.) branding
- Booth location at the event
- Company logo on Staff event t-shirt
- Company logo on event signage
- Verbal recognition at the event
- Inclusion of company name on digital and printed material
- Social media and digital newsletter (Enews) acknowledgments
- Literature displayed at Information Booth (brochure, flyer, or printed material)*

GOLD

$3,000

- Designated event attraction or activity (craft, airbrush, etc.) branding
- Booth location at the event
- Company logo on event signage
- Verbal recognition at the event
- Social media and digital newsletter (Enews) acknowledgments
- Literature displayed at Information Booth (brochure, flyer, or printed material)*

SILVER

$1,000

- Company logo on event signage
- Verbal recognition at the event
- Inclusion of company name on digital and printed material post event
- Social media and digital newsletter (Enews) acknowledgments
- Literature displayed at Information Booth (brochure, flyer, or printed material)*

BRONZE

$500

- Verbal recognition at the event
- Social media and digital newsletter (Enews) acknowledgments
- Literature displayed at Information Booth (brochure, flyer, or printed material)*

CONTACT US

Aliso Viejo Recreation & Community Services Department

ADDRESS
Aliso Viejo Ranch
100 Park Avenue
Aliso Viejo, CA 92656

EMAIL
recreation@avcity.org

PHONE
949-425-2550

CONNECT WITH US

@CityofAlisoViejo
@av_ranch

@CityofAlisoViejo

@AlisoViejoCity



SPONSORSHIP STIPULATIONS

Eligible businesses, individuals, and/or nonprofit groups interested in sponsoring a special event must submit a completed Aliso Viejo Special Event Sponsorship Application Form to the Recreation & Community Services Department by email to the address listed on the Application Form. Application forms will be available on the City's website and upon request. Businesses must also submit the associated sponsorship fee. Monetary sponsorships must be paid to the City in the form of a check made out to the "City of Aliso Viejo" and be received within 10 days of application approval. Relative to in-kind sponsorship, the sponsor must submit a detailed list of in-kind goods or services with approximate monetary value offered to the City in return for sponsorship status at any level within 10 days of application approval.

No sponsor will be permitted that:

- Promotes a political candidate, ballot initiative, or cause.
- Promotes products or services that may be considered offensive, distasteful, or "adult entertainment."
- Promotes products or services that are contrary to public health, safety, or welfare, such as tobacco, marijuana, or alcohol-related products.
- Conflicts with any applicable federal, state, or local law, statute, or ordinance.
- Claims that it and/or its goods and services are endorsed by the City as a result of sponsoring a City special event.
- Otherwise violates this policy, as determined by the Recreation & Community Services Manager.

ALISO VIEJO
Live Life Inspired

CITY OF ALISO VIEJO

SPECIAL EVENT SPONSORSHIP APPLICATION FORM

Company Name: _____ Contact Person: _____

How to List the Name in Marketing Materials:_____

Contact Email:_____ Contact Phone #:_____

Social Media Handles: _____

Sponsorship Level: ___ Platinum ___ Gold ___ Silver___ Bronze ___ In-Kind Sponsor

Sponsorship Amount: _____ In-Kind Donation Amount: _____

In-Kind Sponsorship Activity:_____

Preferred Payment Method: _____Check _____Credit Card _____Cash

Cash, checks and credit cards are accepted. Please make checks payable to the city of Aliso Viejo. All credit/debit card transactions will have a 3% non-refundable credit card service fee.

Additional comments:_____
_____
_____
_____
_____

Signature:_____Date:_____

Aliso Viejo Recreation & Community Services Department

Aliso Viejo Ranch
100 Park Avenue
Aliso Viejo, CA 92656
recreation@avcity.org
949-425-2550

ALISO VIEJO
Live Life Inspired

City of Aliso Viejo
AGENDA ITEM

DATE: January 15, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: CONCEPT PLAN REVIEW FOR A RESIDENTIAL COMMUNITY AT 26800-26970 ALISO VIEJO PARKWAY

Recommended Action:

Conduct a public hearing to review and provide initial feedback on concept plans for a development proposal involving the demolition of five existing office buildings to accommodate the construction of a 215-unit, residential community at 26800-26970 Aliso Viejo Parkway ("Project").

Fiscal Impact:

None.

Background:

On November 12, 2024, Lennar Homes of California, Inc. ("Applicant") submitted a preapplication to demolish five existing office buildings to accommodate the construction of a 215-unit, residential community at 26800-26970 Aliso Viejo Parkway.

Discussion:

Existing Site: The existing site comprises of five contiguous properties at the northeast corner of Aliso Viejo Parkway and Pacific Park Drive. Each property is improved with a two-story office building and an associated parking lot. Together, these properties cover a total area of 11.76 acres (512,266 square feet). Access to the site is provided by four driveways along Aliso Viejo Parkway. The General Plan land use and zoning designations for these properties are Professional Office with a Mixed Use/Residential Overlay district.

Proposed Project: The Applicant plans to demolish five existing office buildings to construct a 215-unit residential complex. This Project will feature two types of housing: 105 townhomes and 110 duplexes. The townhomes, which include one- and four-bedroom units, will be located along the perimeter of the site, adjacent to Aliso Viejo Parkway and Pacific Park Drive. The duplexes, consisting of three- to four-bedroom units,

will be situated in the interior of the property. Both housing types will be three-story units with enclosed garages. In addition, 80 guest parking spaces will be provided throughout the site.

The Project will reduce the number of access points along Aliso Viejo Parkway from four to two. Additionally, the Project will include landscaped areas around all buildings and along public streets, with a primary community amenity area at the center and other open spaces distributed throughout the site.

The Project requires a tentative tract map and amendments to the General Plan land use/zoning designations from Professional Office and Mixed Use/Residential to High Density Residential/Residential High (>18 to 30 du/ac). These amendments will permanently change the permitted use to residential.



Affordable Housing: The Project includes a total of 215 units, of which 22 units or 10% will be reserved as affordable units. The dedication of 10% of its units to low-income households makes the Project eligible for a density bonus as well as incentives. While an increase in the maximum allowable 30 du/ac density is not proposed, the Project at 18.3 du/ac is entitled to receive one incentive, or a reduction in applicable development standards (e.g. coverage, setback, parking requirements, etc.).

Development Agreement ("DA"): The Project will require a DA as the application package includes amendments to the general plan and zoning designations along with new development. A DA is a contract between the City and the developer, which may specify conditions, terms, restrictions, and regulations pertaining to all aspects of a development project. The DA provides assurance to the property owner that it can implement the Project and continue its operation and that the conditions imposed by the City will not change after the approval of the Project. The DA may include payment of fees, similar to park in-lieu fees to mitigate development impacts to parks, schools, traffic, etc.

Environmental:

The Applicant anticipates the Project will result in less than significant impacts with mitigation measures and qualify for an Initial Study/Mitigated Negative Declaration. The Applicant will be required to submit applicable environmental documents and associated fees for peer review.

Public Notice:

A public notice was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site.

Attachments:

1. Concept Plans

2. Project Description

3. Presentation

ALISO VIEJO PKWY

ALISO VIEJO, CA

LENNAR HOMES



Sheet List Table	
Sheet Number	Sheet Title
ARCHITECTURAL SET: Design Set	
A0.0	COVER SHEET
A0.1	SITE PLAN
A1.0	PERSPECTIVE 1
A1.1	PERSPECTIVE 2
A1.2	PERSPECTIVE 3
A1.3	PERSPECTIVE 4
AA2.0	DUPLEX EXTERIOR ELEVATIONS - BLDG A
AA2.1	DUPLEX EXTERIOR ELEVATIONS - BLDG A ENHANCED
AA2.2	DUPLEX EXTERIOR ELEVATIONS - BLDG B
AA2.3	DUPLEX EXTERIOR ELEVATIONS - BLDG B ENHANCED
AA2.4	DUPLEX EXTERIOR ELEVATIONS - BLDG C
AA2.5	DUPLEX EXTERIOR ELEVATIONS - BLDG C ENHANCED
AA3.0	DUPLEX BUILDING PLANS - BLDG A
AA3.1	DUPLEX BUILDING PLANS - BLDG B
AA3.2	DUPLEX BUILDING PLANS - BLDG C
AA4.0	DUPLEX PLAN 1 UNIT PLAN
AA4.1	DUPLEX PLAN 2 UNIT PLAN
AA4.2	DUPLEX PLAN 3 UNIT PLAN
AB2.0	TOWNHOME ELEVATIONS
AB3.0	TOWNHOME BUILDING PLANS
AB3.1	TOWNHOME BUILDING PLANS
AB3.2	TOWNHOME BUILDING PLANS
AB3.3	TOWNHOME BUILDING PLANS
AB4.0	TOWNHOME PLAN 1 UNIT PLAN
AB4.1	TOWNHOME PLAN 2 UNIT PLAN
AB4.2	TOWNHOME PLAN 3 UNIT PLAN
AB4.3	TOWNHOME PLAN 3X UNIT PLAN
AC2.1	POOL BUILDING ELEVATION
AC2.0	POOL BUILDING PLAN

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

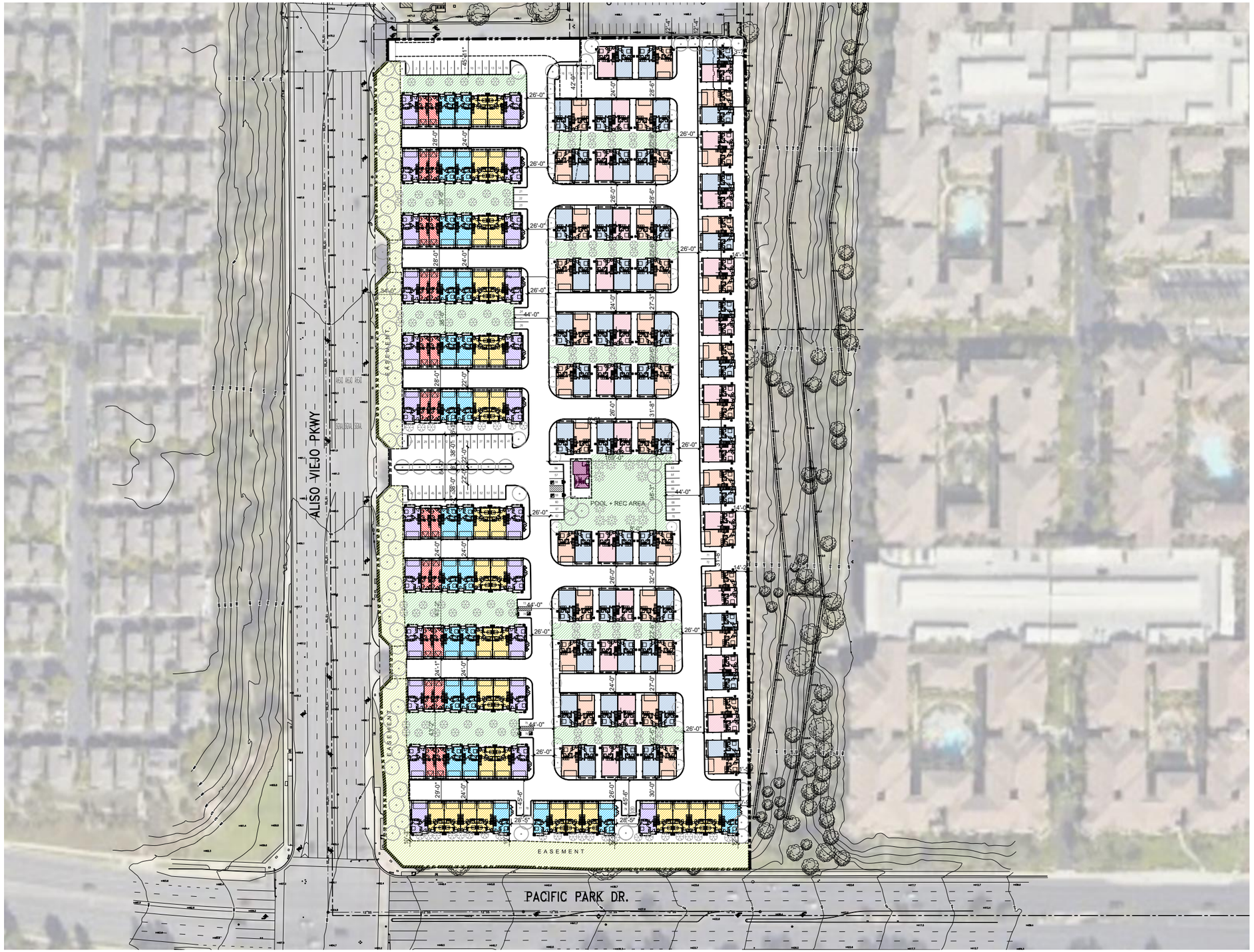
LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

COVER SHEET

A0.0



PROJECT SUMMARY

Site Area	±11.76 ac
Easement	± 0.96 ac
Total Units	215 du
Density	18.3 du/ac

Townhomes (Clementine) 4.4ac - 23 du/ac

P 1	1Bd/2.5Ba	1,201sf	=	22 du
P 2	4Bd/3.5Ba	1,803sf	=	33 du
P 3	4Bd/3.5Ba	1,924sf	=	26 du
P 3X	4Bd/3.5Ba	2,023sf	=	24 du
Total				= 105 du

Parking Required

Garage: 83x2/du	= 166 spaces
Affordable Garage	= 22 spaces
Guest:105x0.5/du	= 53 spaces
Total	= 241 spaces

Parking Provided

Garage:	= 166 spaces
Affordable Garage	= 22 spaces
Open Parking	= 40 spaces
Total	= 228 spaces (2.17/du)

Duplex 5.9 ac - 19 du/ac

P 1	3Bd/3.5Ba	1,713sf	=	37 du
P 2	4Bd/3.5Ba	1,973sf	=	49 du
P 3	4Bd/4.5Ba	2,104sf	=	24 du
Total				= 110 du

Parking Required

Garage: 110x2/du	= 220 spaces
Guest:110x0.5/du	= 55 spaces
Total	= 275 spaces

Parking Provided

Garage:	= 220 spaces
Open Parking	= 40 spaces
Total	= 260 spaces (2.36/du)

LEGEND

- DUPLEX P1
- DUPLEX P2
- DUPLEX P3
- TOWNHOME P1
- TOWNHOME P2
- TOWNHOME P3
- TOWNHOME P3X
- POOL BUILDING
- PROPERTY LINE

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 30 60 120

SITE PLAN

A0.1



Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

PERSPECTIVE 1

A1.0



Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

PERSPECTIVE 2

A1.1



ktgy

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

PERSPECTIVE 3

A1.2



Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

PERSPECTIVE 4

A1.3

MATERIAL LEGEND - STYLE A

1. CONCRETE FLAT TILE ROOF
2. STUCCO
3. VERTICAL SIDING
4. ACCENT PANEL
5. COMPOSITE TRIM
6. RAILING
7. METAL SECTIONAL GARAGE DOOR
8. VINYL WINDOWS
9. ENTRY DOOR
10. LIGHT FIXTURE
11. SLIDING DOOR



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 4 8 12

DUPLEX EXTERIOR ELEVATIONS - BLDG A
DUPLEX | STYLE A

AA2.0



RIGHT ELEVATION

MATERIAL LEGEND - STYLE A

1 CONCRETE FLAT TILE ROOF
2 STUCCO
3 VERTICAL SIDING
4 ACCENT PANEL
5 COMPOSITE TRIM
6 RAILING
7 METAL SECTIONAL GARAGE DOOR
8 VINYL WINDOWS
9 ENTRY DOOR
10 LIGHT FIXTURE
11 SLIDING DOOR



LEFT ELEVATION

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 4 8 12

DUPLEX EXTERIOR ELEVATIONS - BLDG A
DUPLEX | STYLE A ENHANCED

AA2.1



RIGHT ELEVATION



REAR ELEVATION

MATERIAL LEGEND - STYLE B

1. CONCRETE FLAT TILE ROOF
2. STUCCO
3. HORIZONTAL SIDING
4. ACCENT PANEL
5. COMPOSITE TRIM
6. RAILING
7. METAL SECTIONAL GARAGE DOOR
8. VINYL WINDOWS
9. ENTRY DOOR
10. LIGHT FIXTURE
11. SLIDING DOOR



LEFT ELEVATION



FRONT ELEVATION

ktgy

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 4 8 12

DUPLEX EXTERIOR ELEVATIONS - BLDG B
DUPLEX | STYLE B

AA2.2



RIGHT ELEVATION



REAR ELEVATION

MATERIAL LEGEND - STYLE A

1. CONCRETE FLAT TILE ROOF
2. STUCCO
3. VERTICAL SIDING
4. ACCENT PANEL
5. COMPOSITE TRIM
6. RAILING
7. METAL SECTIONAL GARAGE DOOR
8. VINYL WINDOWS
9. ENTRY DOOR
10. LIGHT FIXTURE
11. SLIDING DOOR



LEFT ELEVATION



FRONT ELEVATION

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 4 8 12

DUPLEX EXTERIOR ELEVATIONS - BLDG B
DUPLEX | STYLE B ENHANCED

AA2.3



RIGHT ELEVATION



REAR ELEVATION

MATERIAL LEGEND - STYLE C

1. CONCRETE FLAT TILE ROOF
2. STUCCO
3. VERTICAL SIDING
4. ACCENT PANEL
5. COMPOSITE TRIM
6. RAILING
7. METAL SECTIONAL GARAGE DOOR
8. VINYL WINDOWS
9. ENTRY DOOR
10. LIGHT FIXTURE
11. SLIDING DOOR
12. BRICK



LEFT ELEVATION



FRONT ELEVATION

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 4 8 12

DUPLEX EXTERIOR ELEVATIONS - BLDG C
DUPLEX | STYLE C

AA2.4



RIGHT ELEVATION

MATERIAL LEGEND - STYLE A

1 CONCRETE FLAT TILE ROOF
2 STUCCO
3 VERTICAL SIDING
4 ACCENT PANEL
5 COMPOSITE TRIM
6 RAILING
7 METAL SECTIONAL GARAGE DOOR
8 VINYL WINDOWS
9 ENTRY DOOR
10 LIGHT FIXTURE
11 SLIDING DOOR



LEFT ELEVATION

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

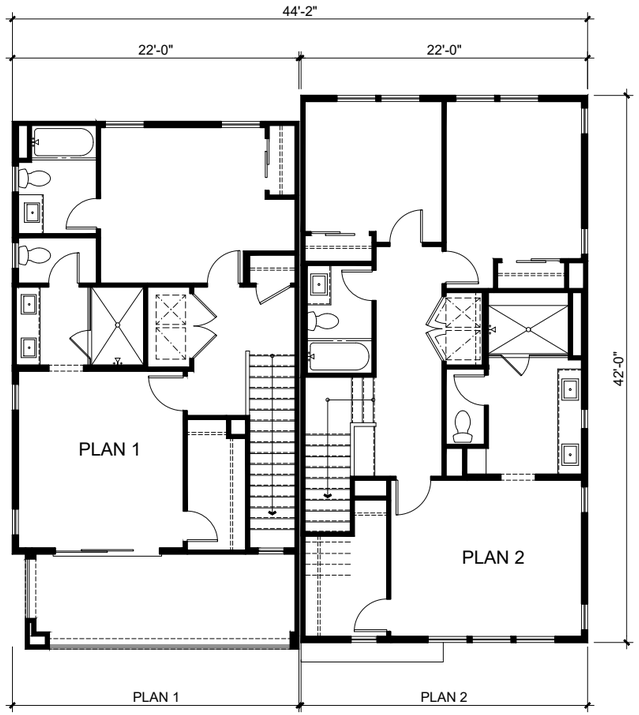
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

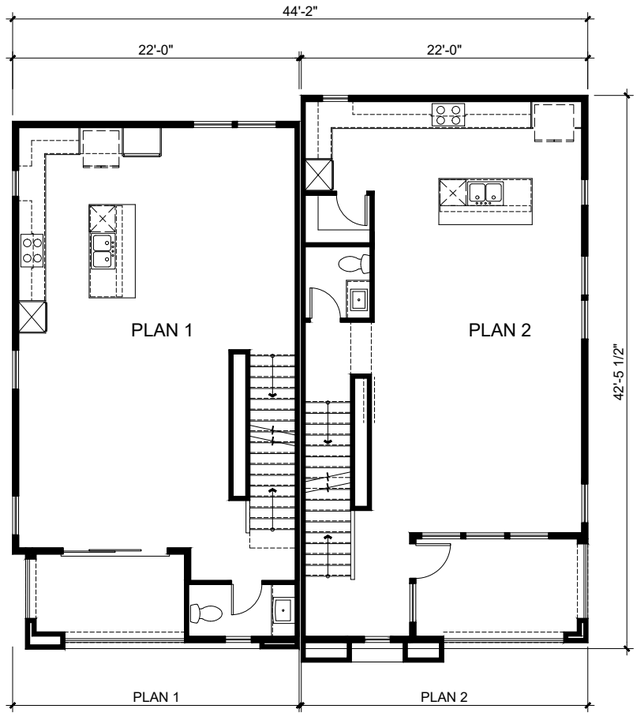
0 4 8 12

DUPLEX EXTERIOR ELEVATIONS - BLDG C
DUPLEX | STYLE C ENHANCED

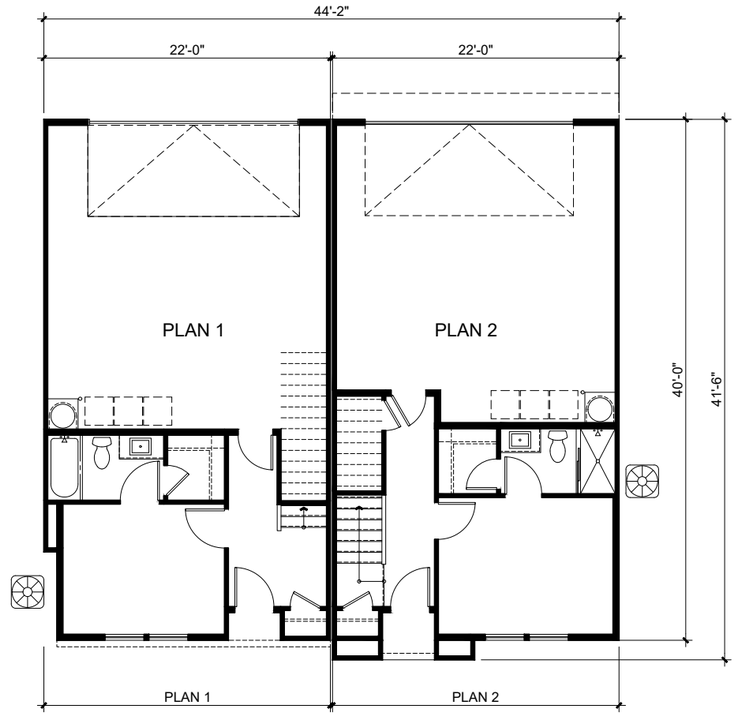
AA2.5



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

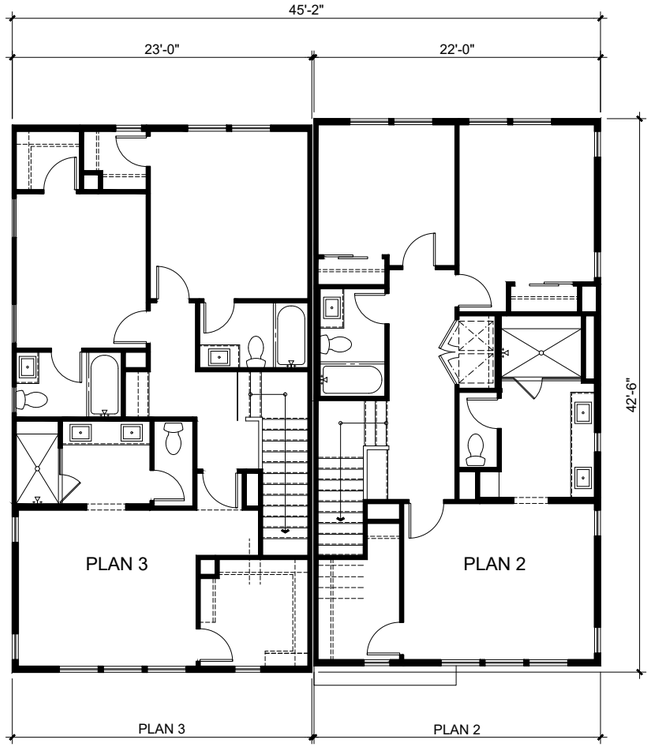
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

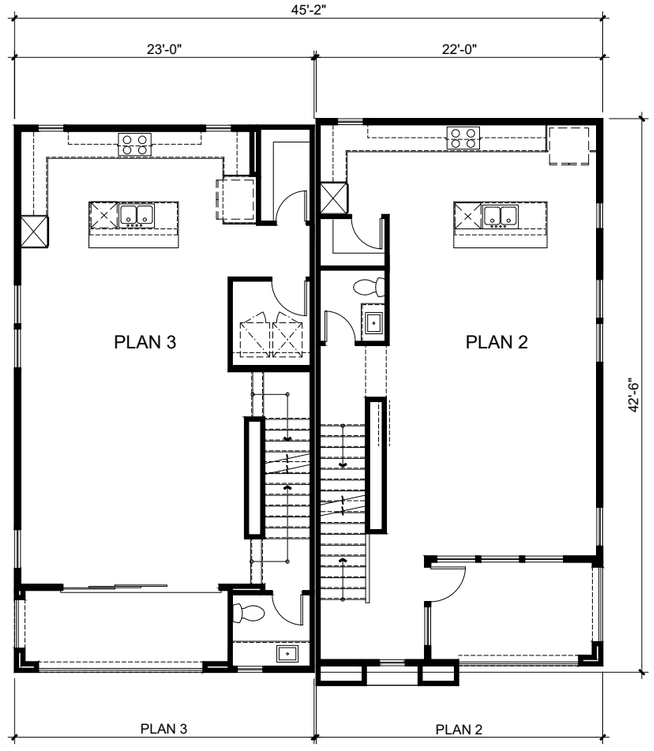
0 4 8 12

DUPLEX BUILDING PLANS - BLDG A
DUPLEX | BUILDING A

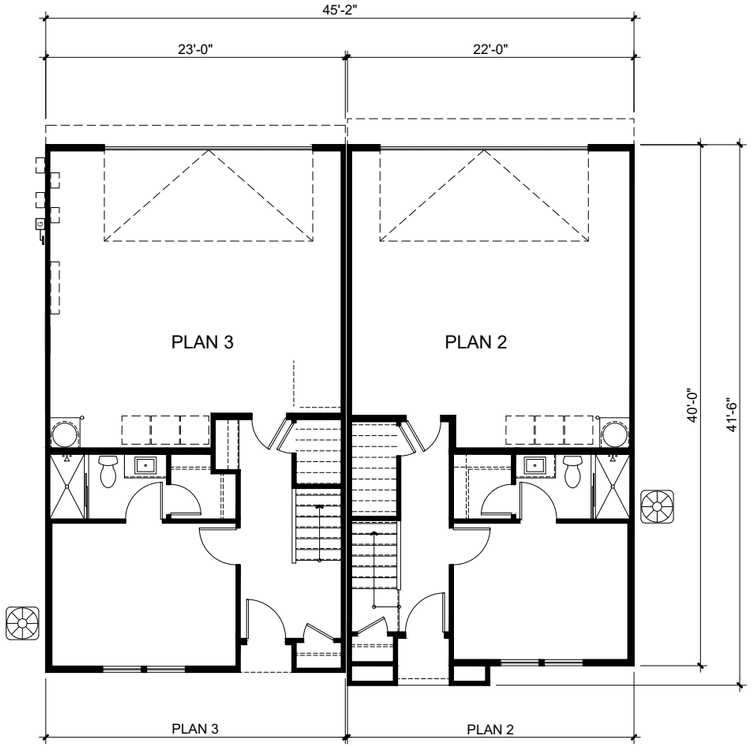
AA3.0



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

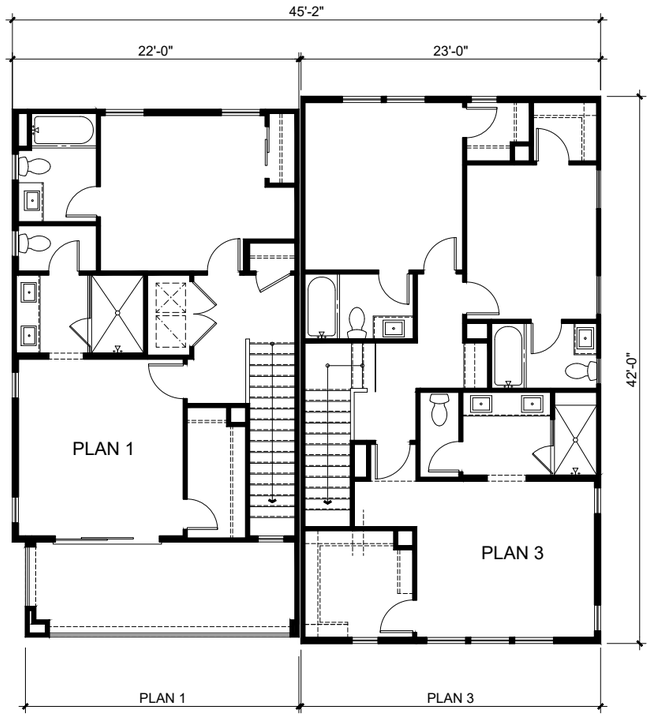
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

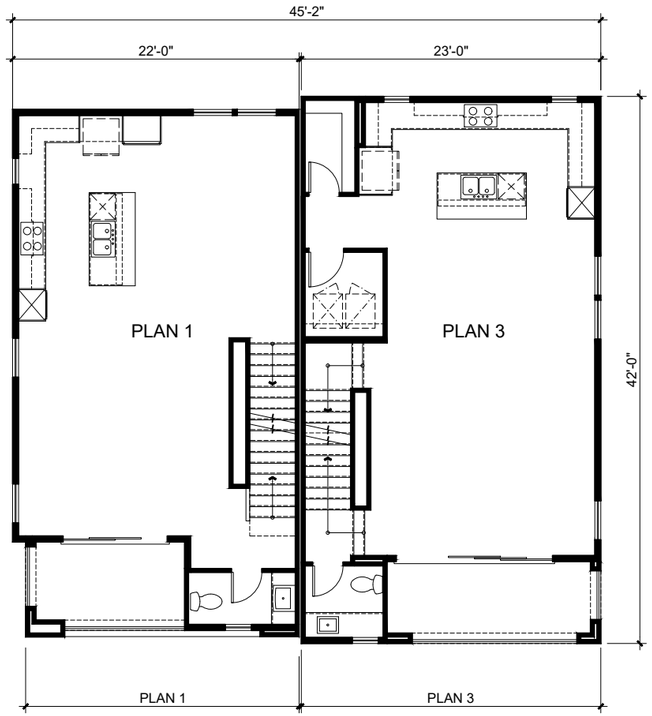
0 4 8 12

DUPLEX BUILDING PLANS - BLDG B
DUPLEX | BUILDING B

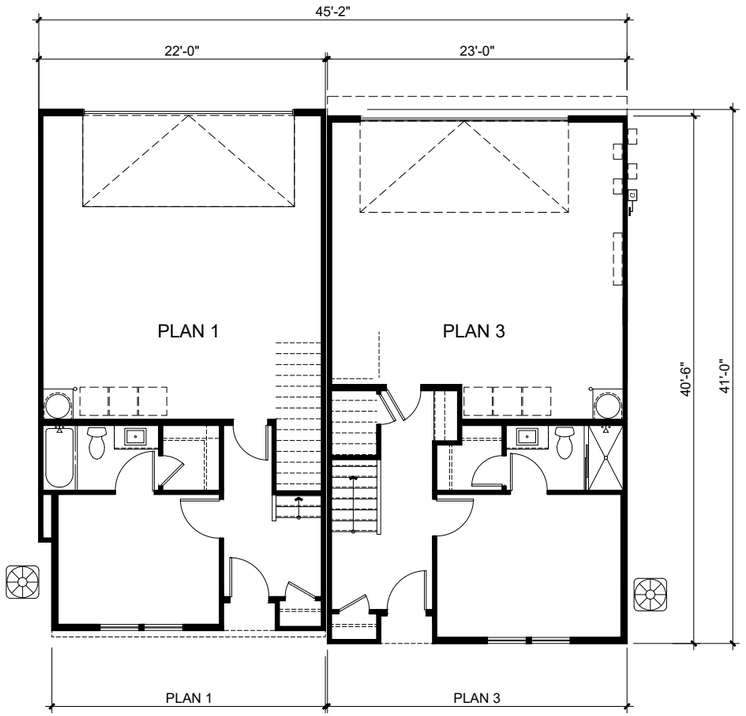
AA3.1



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

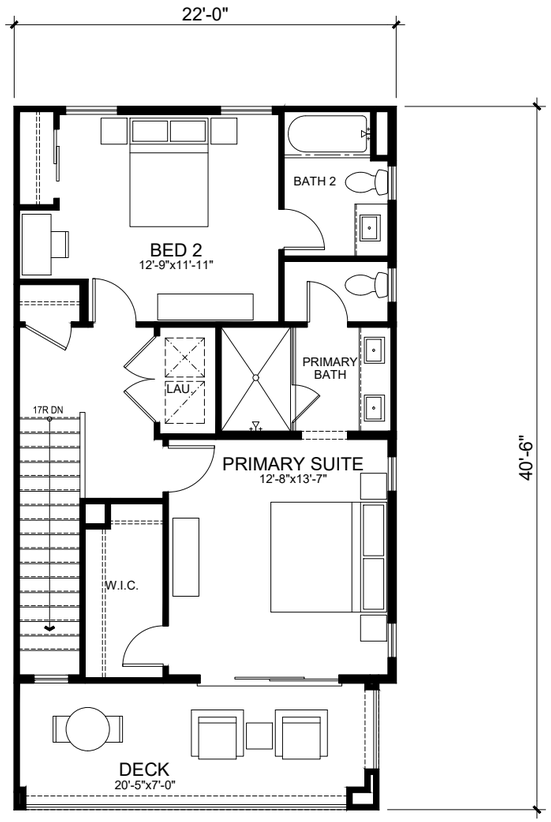
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

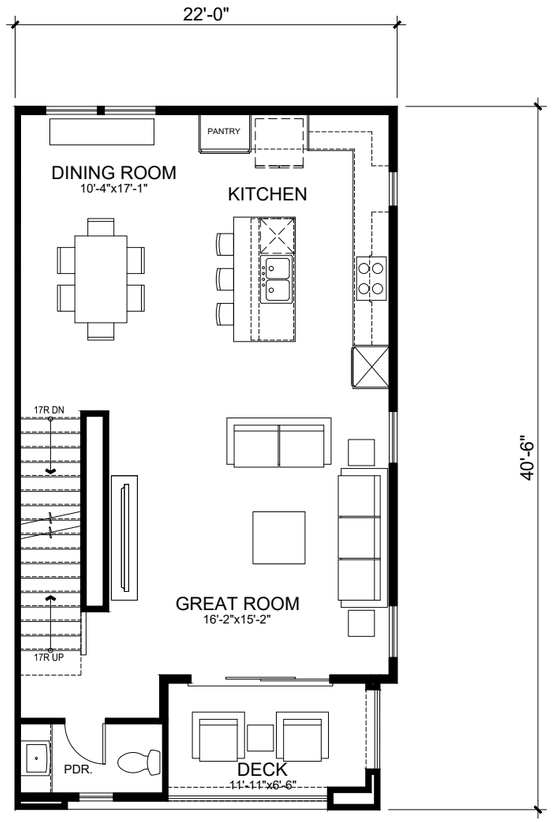
0 4 8 12

DUPLEX BUILDING PLANS - BLDG C
DUPLEX | BUILDING C

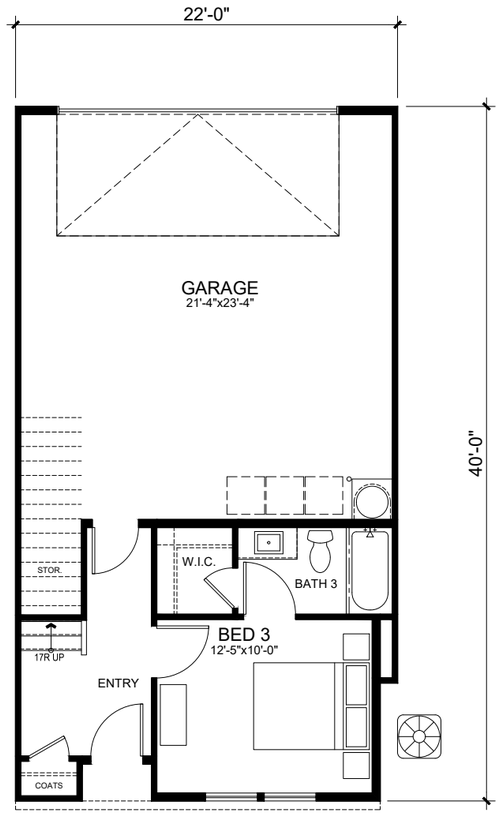
AA3.2



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

PLAN 1
3 BED, 3.5 BATH
1,713 SQ. FT. NET AREA
PRIVATE OPEN SPACE: 97 SQ. FT.

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

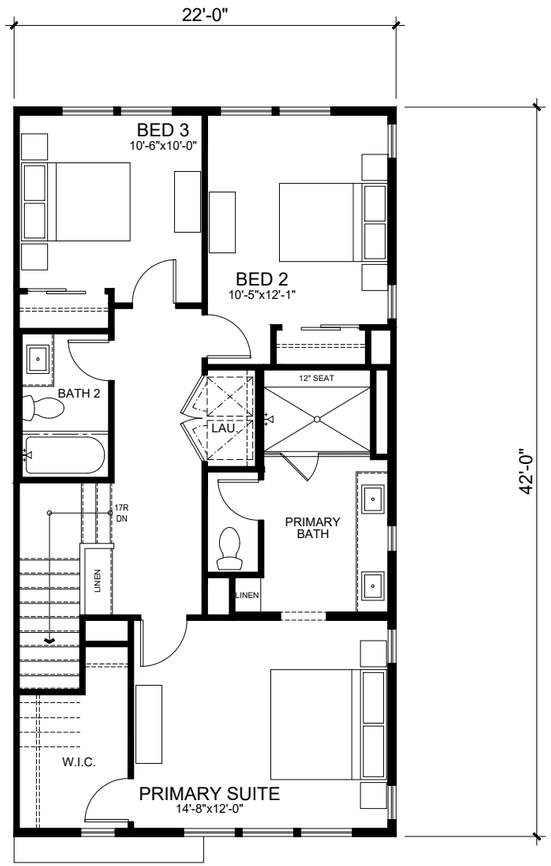
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

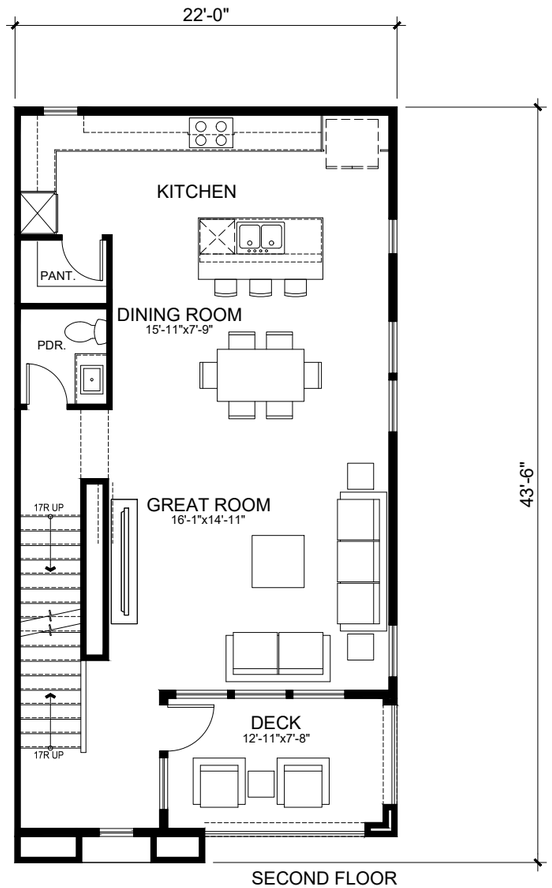
0 2 4 8

DUPLEX PLAN 1 UNIT PLAN
DUPLEX

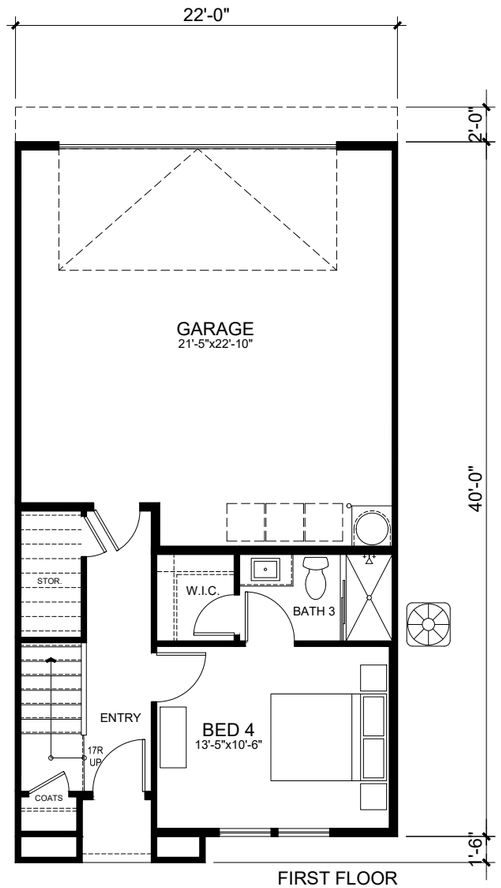
AA4.0



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

PLAN 2
4 BED, 3.5 BATH
1,973 SQ. FT. NET AREA
PRIVATE OPEN SPACE: 97 SQ. FT.

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

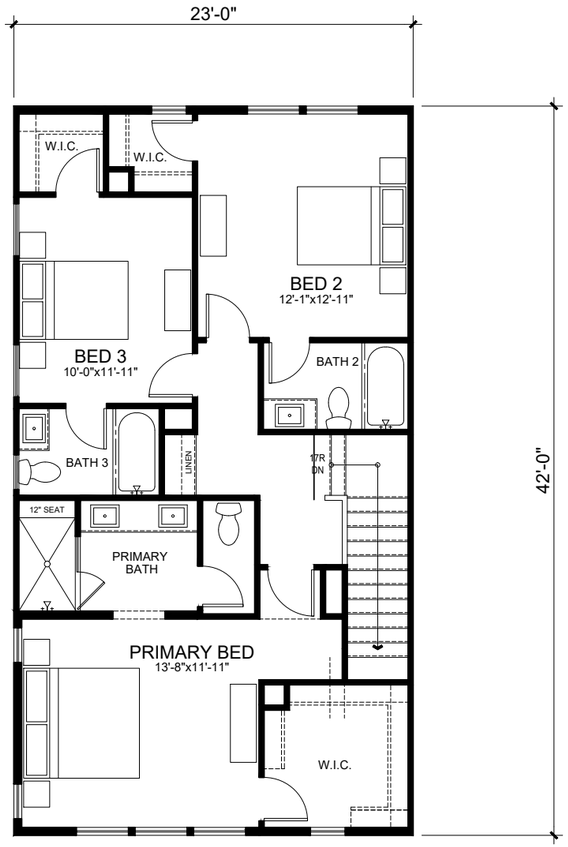
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

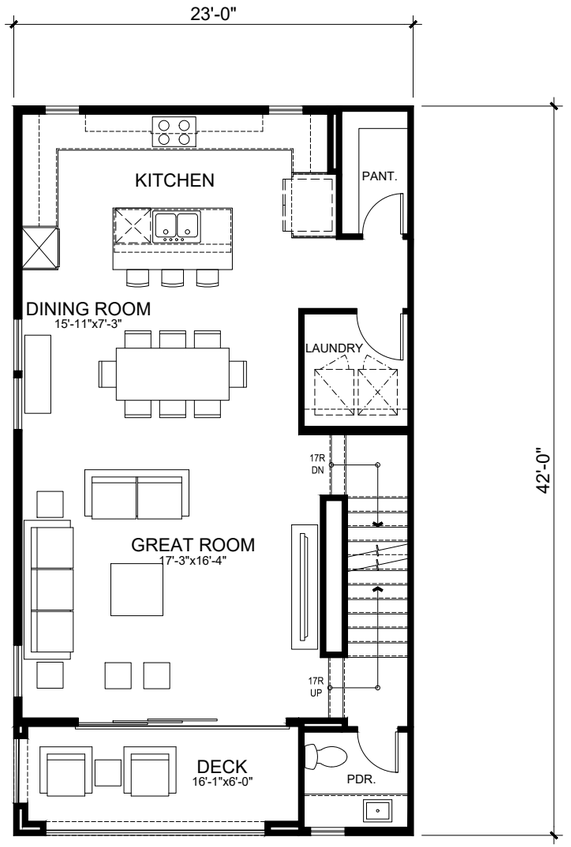
0 2 4 8

DUPLEX PLAN 2 UNIT PLAN
DUPLEX

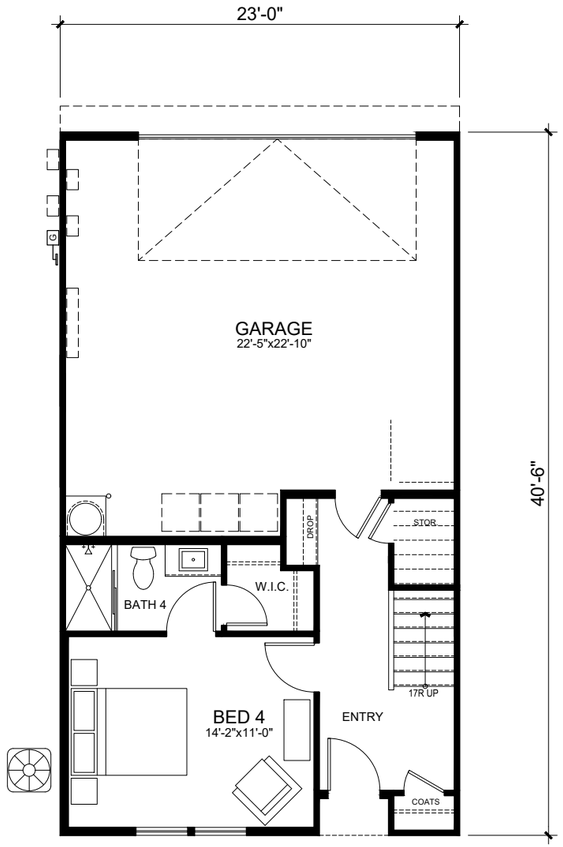
AA4.1



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

PLAN 3
4 BED, 4.5 BATH
2,104 SQ. FT. NET AREA
PRIVATE OPEN SPACE: 93 SQ. FT.

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 2 4 8

DUPLEX PLAN 3 UNIT PLAN
DUPLEX

AA4.2



LEFT



REAR



RIGHT



FRONT

MATERIAL LEGEND

1. VERTICAL SIDING
2. STUCCO
3. ASPHALT SHINGLE ROOF
4. VINYL WINDOWS
5. FASCIA
6. METAL RAILING
7. DECORATIVE LIGHTS & ADDRESS SIGN
8. FIBERGLASS ENTRY DOOR
9. METAL SECTIONAL GARAGE DOOR
10. UTILITY CLOSET DOORS
11. SMOOTH STUCCO
12. METAL AWNING
13. BRICK VENEER

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

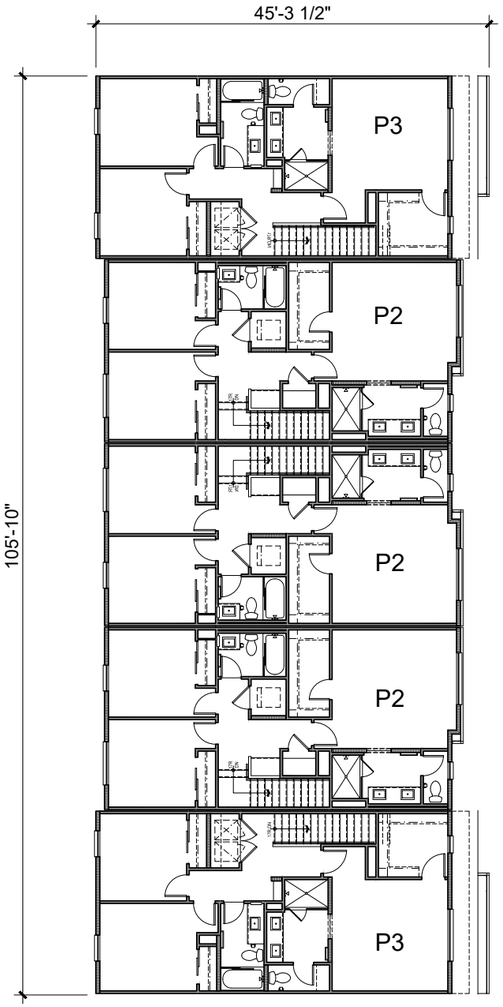
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

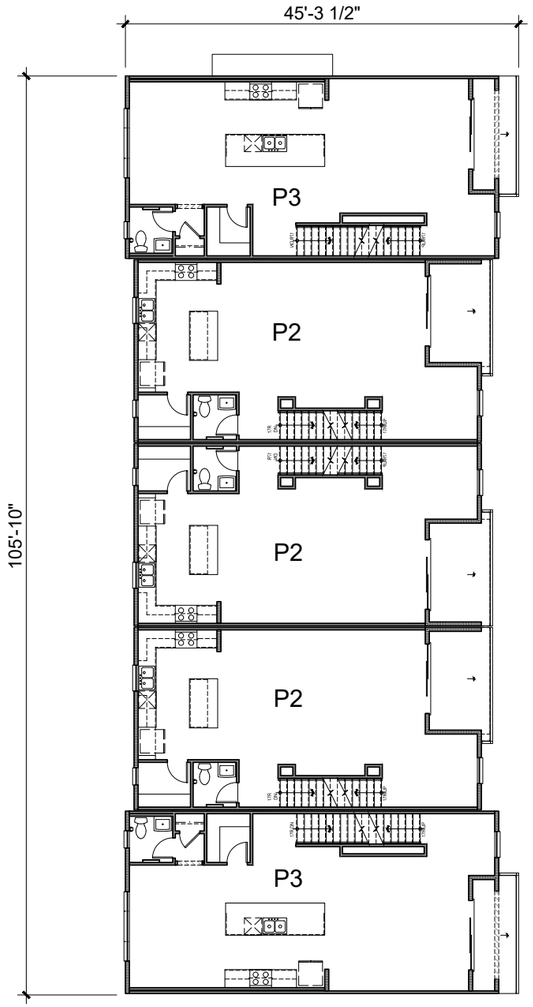
SCALE: 1/8" = 1'-0"
0 4 8 16

TOWNHOME ELEVATIONS
BUILDING C - SCHEME 1

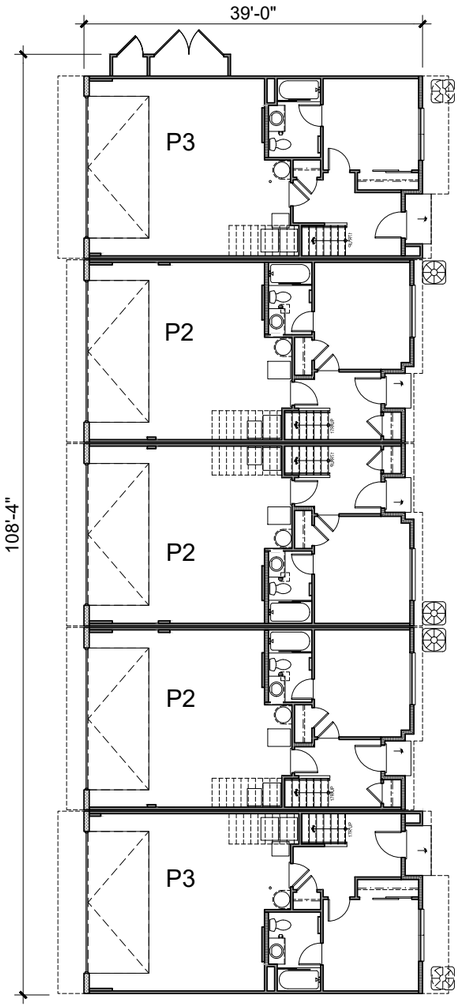
AB2.0



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

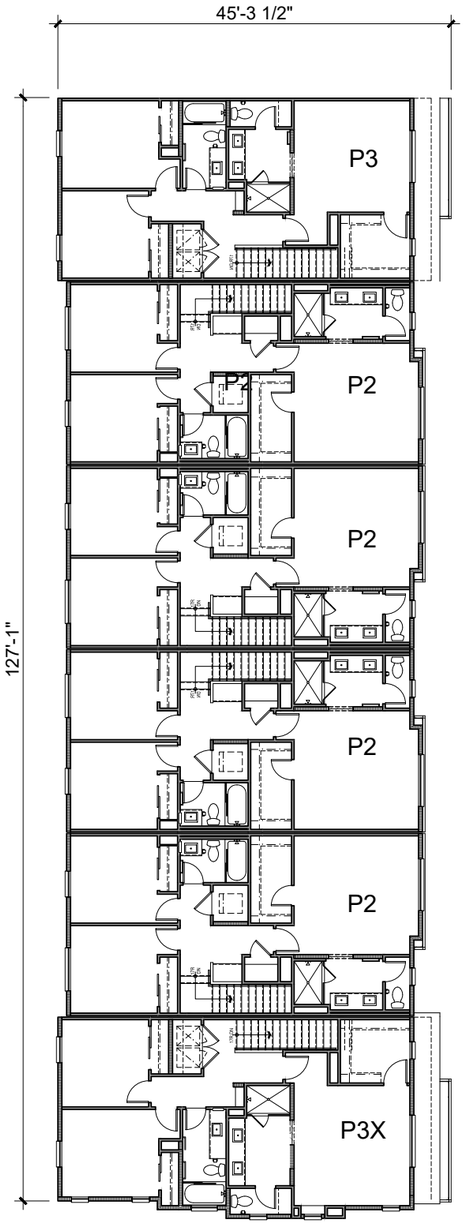
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

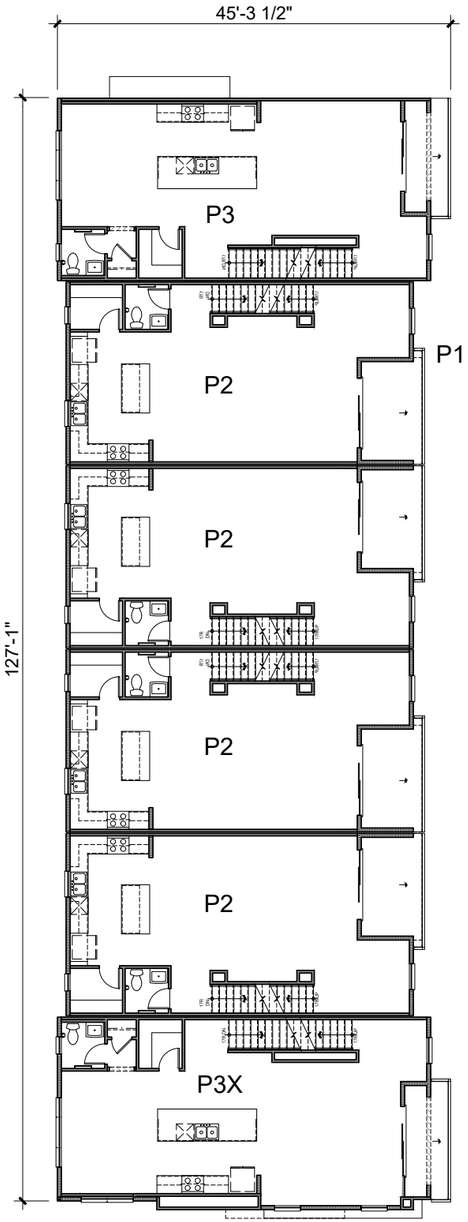
0 4 8 16

TOWNHOME BUILDING PLANS
5-PLEX | BUILDING A

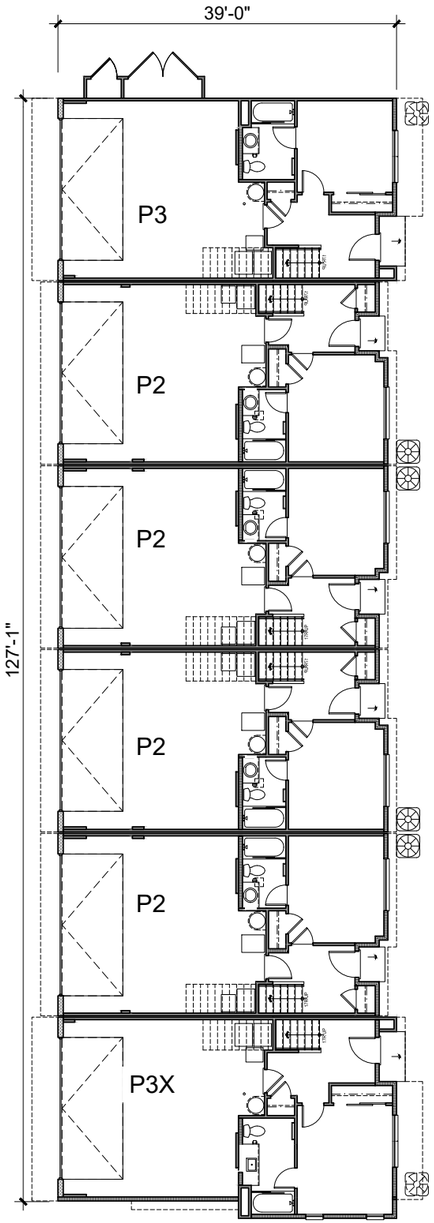
AB3.0



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

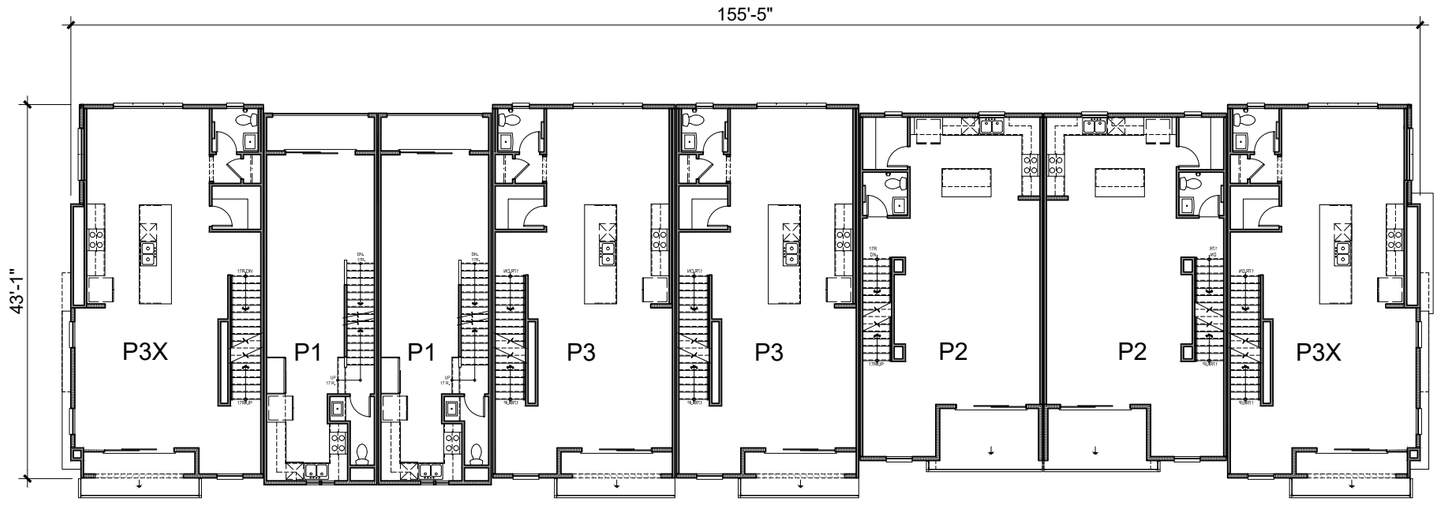
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

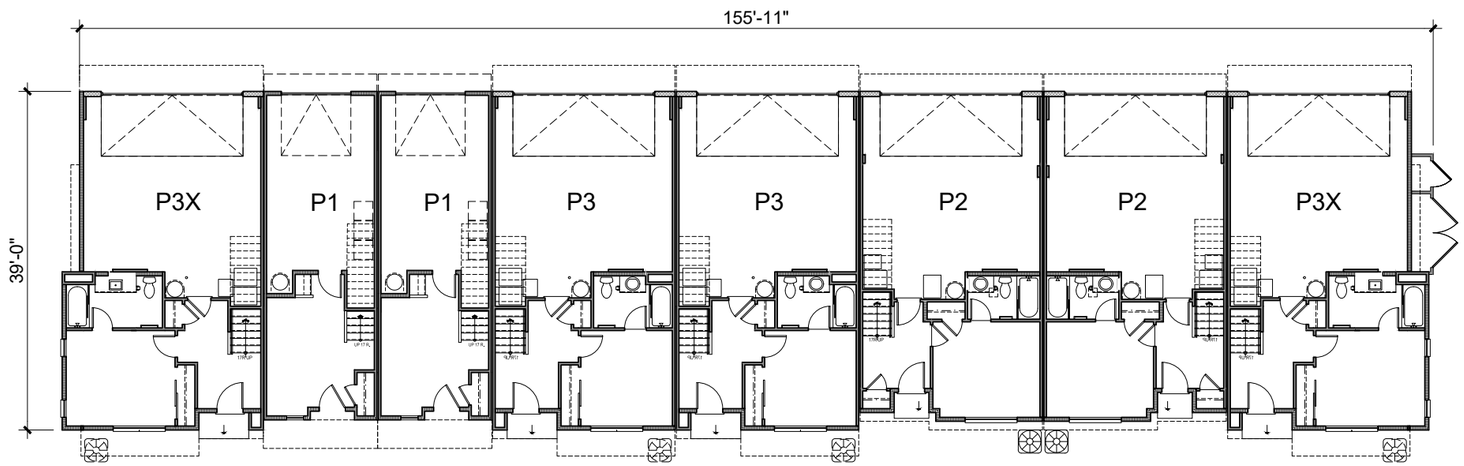
0 4 8 16

TOWNHOME BUILDING PLANS
6-PLEX | BUILDING B

AB3.1



SECOND FLOOR



FIRST FLOOR

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

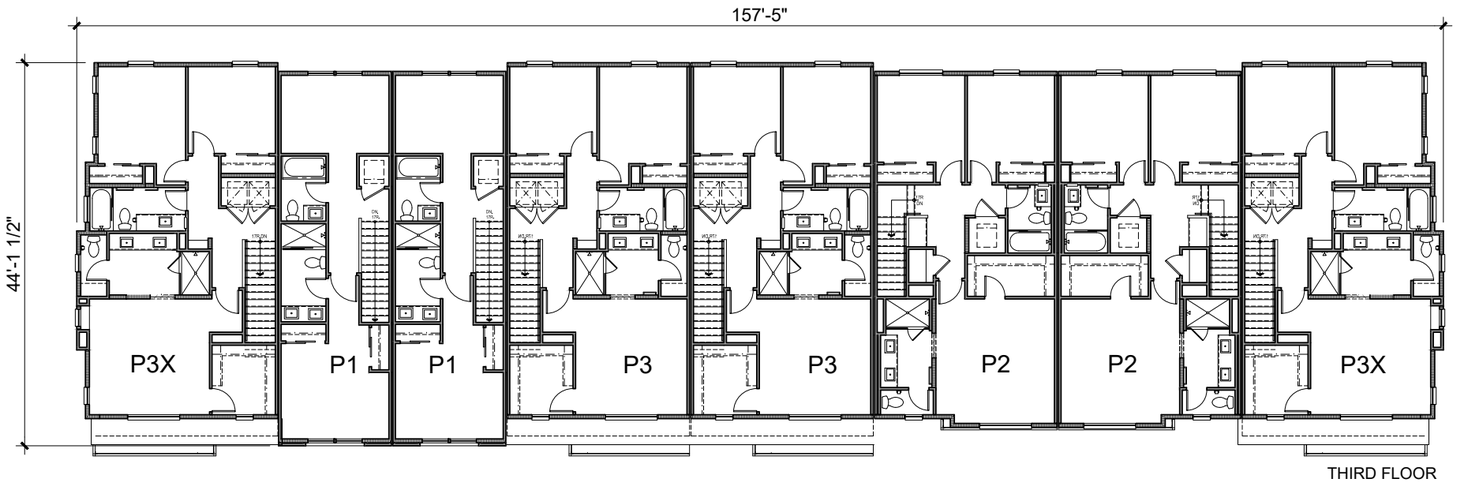
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 4 8 16

TOWNHOME BUILDING PLANS
8-PLEX | BUILDING C

AB3.2



THIRD FLOOR

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

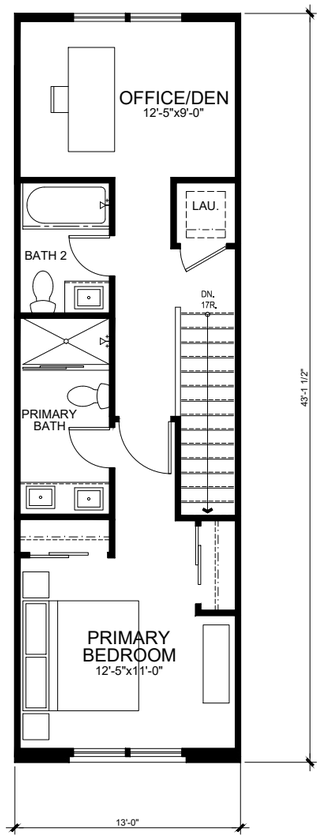
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

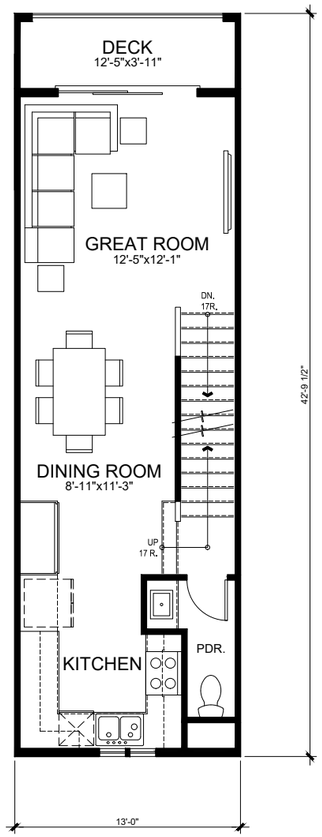
0 4 8 16

TOWNHOME BUILDING PLANS
8-PLEX | BUILDING C

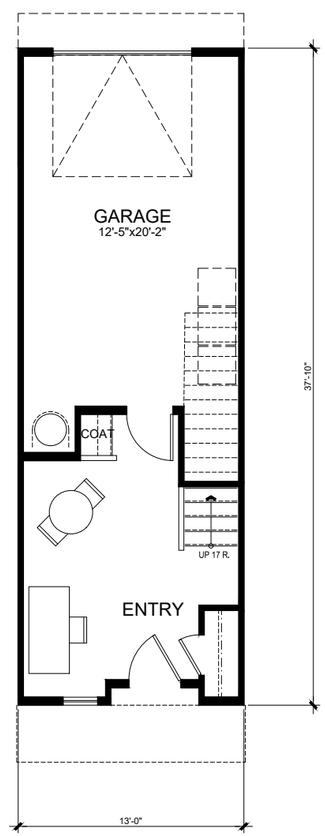
AB3.3



THIRD FLOOR
520 SQ. FT.



SECOND FLOOR
462 SQ. FT.



FIRST FLOOR
219 SQ. FT.

PLAN 1
1 BED, 2.5 BATH
1,201 SQ. FT. NET AREA
PRIVATE OPEN SPACE: 48 SQ. FT.

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

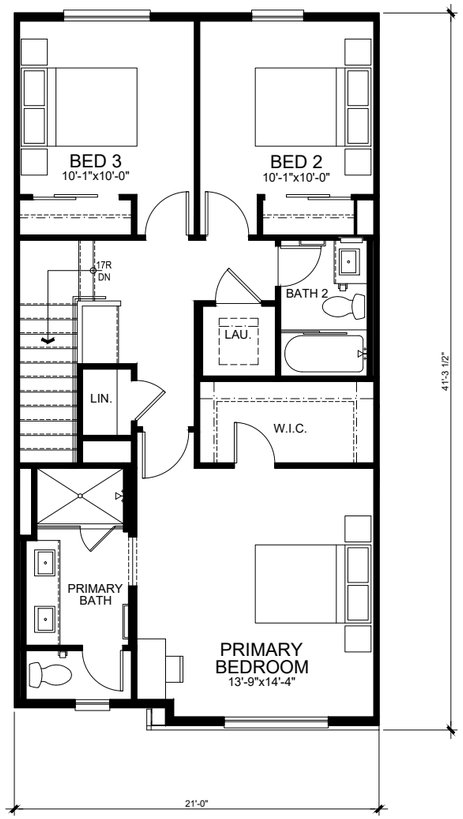
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

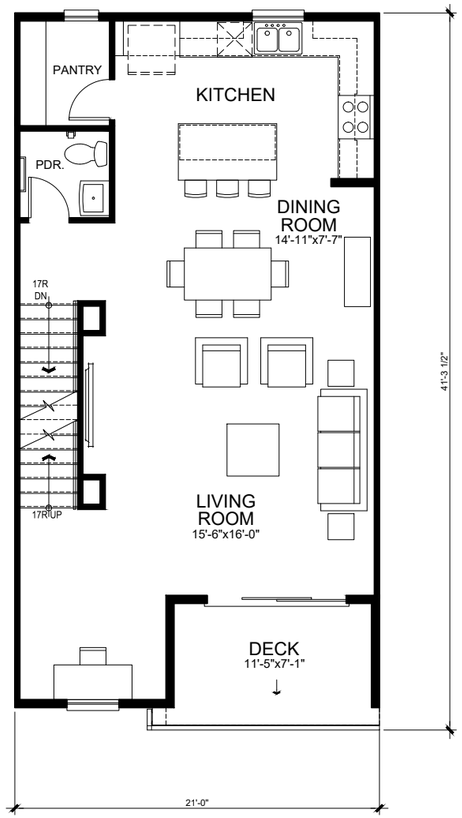
0 2 4 8

TOWNHOME PLAN 1 UNIT PLAN

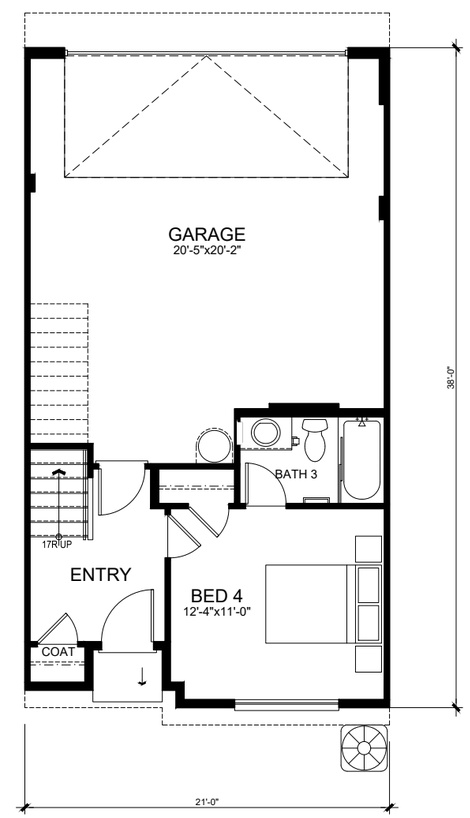
AB4.0



THIRD FLOOR
762 SQ. FT.



SECOND FLOOR
726 SQ. FT.



FIRST FLOOR
315 SQ. FT.

PLAN 2
4 BED, 3.5 BATH
1,803 SQ. FT. NET AREA
PRIVATE OPEN SPACE: 80 SQ. FT.

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

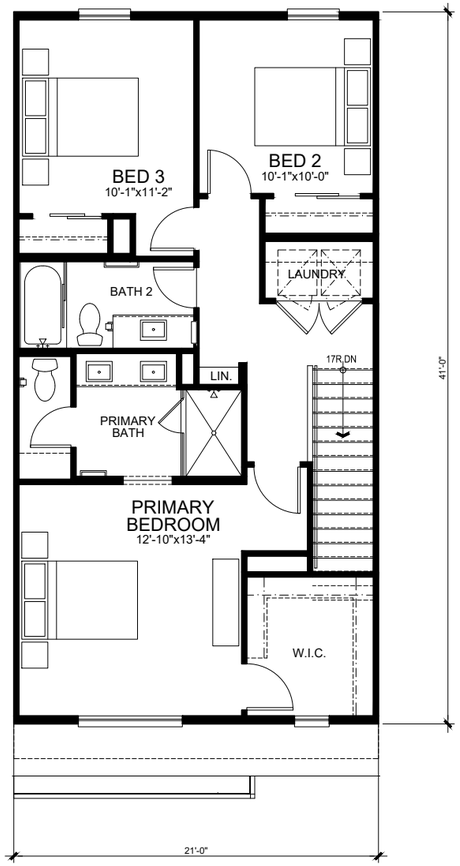
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

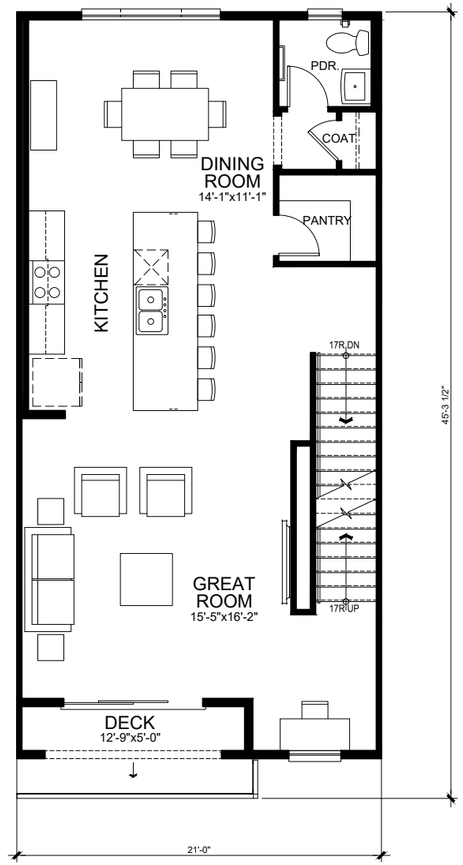
0 2 4 8

TOWNHOME PLAN 2 UNIT PLAN

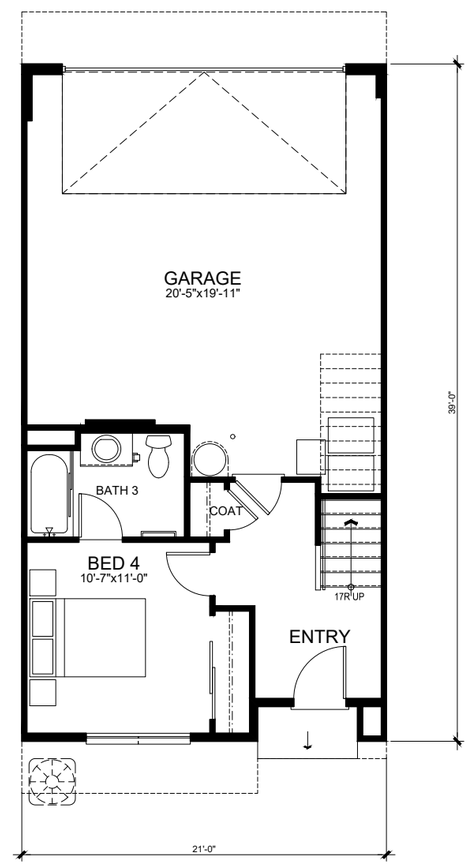
AB4.1



THIRD FLOOR
777 SQ. FT.



SECOND FLOOR
819 SQ. FT.



FIRST FLOOR
331 SQ. FT.

PLAN 3
4 BED, 3.5 BATH
1,924 SQ. FT. NET AREA
PRIVATE OPEN SPACE: 65
SQ. FT.

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

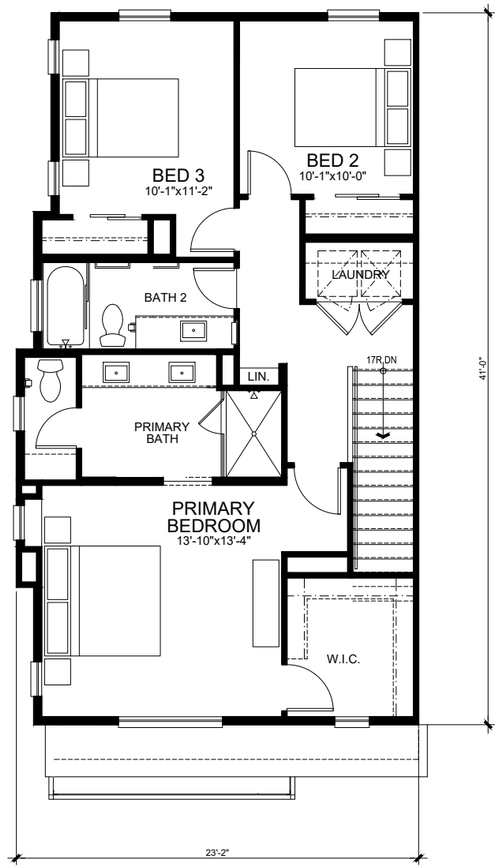
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

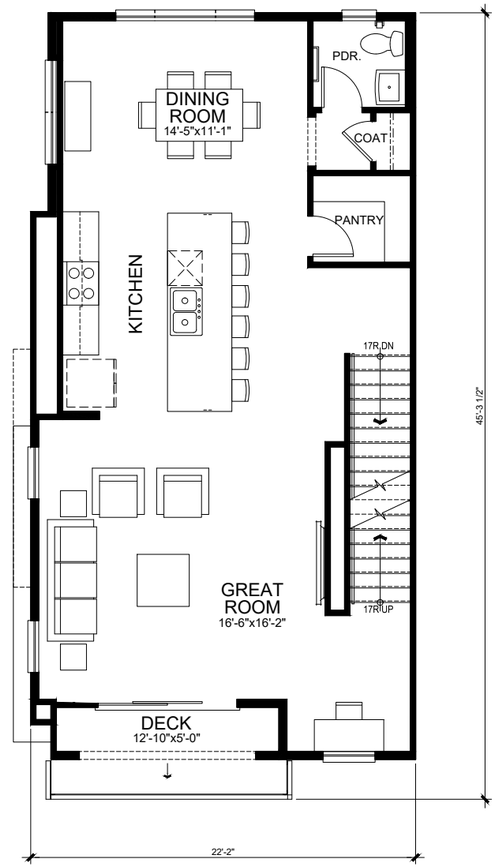
0 2 4 8

TOWNHOME PLAN 3 UNIT PLAN

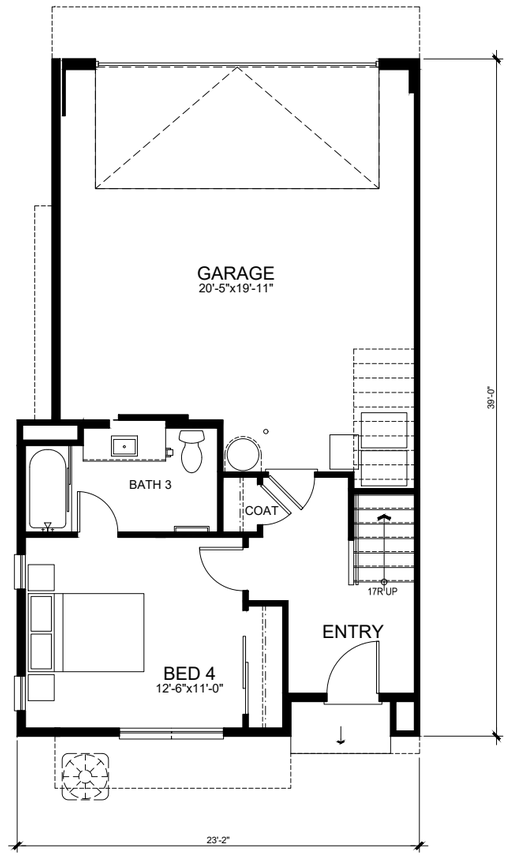
AB4.2



THIRD FLOOR
813 SQ. FT.



SECOND FLOOR
849 SQ. FT.



FIRST FLOOR
361 SQ. FT.

PLAN 3X
4 BED, 3.5 BATH
2,023 SQ. FT. NET AREA
PRIVATE OPEN SPACE: 64 SQ. FT.

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 2 4 8

TOWNHOME PLAN 3X UNIT PLAN

AB4.3



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION



FRONT ELEVATION

MATERIAL LEGEND

1. VERTICAL SIDING
2. STUCCO
3. TILE
4. UTILITY CLOSET DOORS
5. SMOOTH STUCCO
6. VINYL WINDOW

ktgy
Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

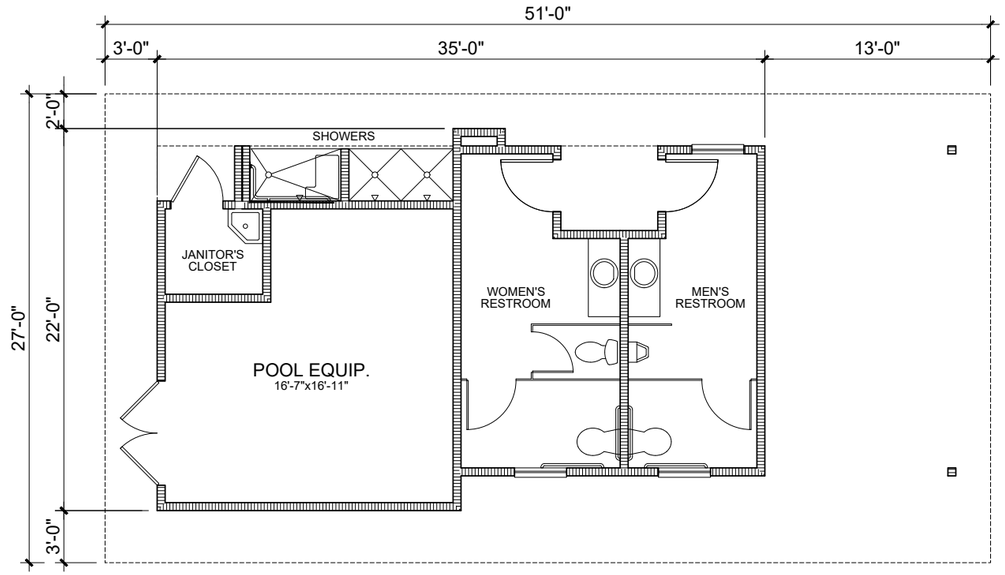
ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 2 4 8

POOL BUILDING ELEVATION
DUPLEX | BUILDING B

AC2.1



POOL BLDG. GROSS S.F.	
TOTAL	564 SQ. FT.

Architecture + Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

LENNAR

ALISO VIEJO PKWY
ALISO VIEJO, CA # 20240518

CONCEPTUAL DESIGN
OCTOBER 29, 2024

0 2 4 8

POOL BUILDING PLAN
PLAN AND ELEVATIONS

AC2.0

November 7, 2024

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

Subject: Aliso Viejo Parkway Residential Development

Dear Ms. Kim,

On behalf of Derek Kegley of Lennar Homes of California, Inc. (Applicant) attached is an application for the Aliso Viejo Parkway Residential Development project located at 26800 - 26970 Aliso Viejo Parkway (AVP).

The project site consists of approximately 11.76 acres and currently developed with office uses (Town Center Corporate Park) and associated infrastructure, as more specifically described below.

- 26800 AVP – approximately 2.446 acres – developed with approximately 40,000 square feet of office space and surface parking.
- 26840 AVP – approximately 1.874 acres – developed with approximately 38,500 square feet of office space and surface parking.
- 26880 AVP – approximately 3.038 acres – developed with approximately 53,000 square feet of office space and surface parking.
- 26940 AVP – approximately 2.094 acres – developed with approximately 35,000 square feet of office space and surface parking.
- 26970 AVP – approximately 2.304 acres – developed with approximately 38,700 square feet of office space and surface parking.

This letter provides a description of the proposed project.

Existing General Plan and Zoning Designations

The Project site has the current designations:

- General Plan – All properties - Professional Office
- Zoning –
    - 26800 AVP – Professional Office with PRD Overlay

- 26840 AVP - Professional Office with PRD Overlay
- 26880 AVP - Professional Office with PRD Overlay
- 26940 AVP - Professional Office
- 26970 AVP – Professional Office

Proposed Entitlements

The project site currently has General Plan land use designation and zoning of Profession Office. Since the proposed Project consists entirely of residential uses, the following entitlements are requested.

- General Plan Amendment
  - PO to Residential High Density (RHD)

- Zone Change
  - PO to Residential High Density (RHD)
  - Remove the PRD Overlay from 26800, 26840, and 26880 AVP

- Development Agreement

- Vesting Tentative Tract Map

- Site Development Permit

- Initial Study / Mitigated Negative Declaration

In addition, the Project proposes providing affordable housing in accordance with State Density Bonus Law (SDBL) and will be requesting waivers of development standards and concessions as provided by SDBL.

Proposed Project

The proposed project includes the demolition of the existing office buildings and surface parking lots and construction of 215 for-sale residential dwellings at an average density of 18.3 dwelling units per acre.

Site Plan

Key features of the proposed site plan include:

- Provide a main entry into the new community from the middle of the Project site from AVP. An emergency vehicle access would occur at the northern boundary onto AVP.

- The frontages along AVP and Pacific Park Drive include 34-foot wide landscape easements.

- A 7,873 square foot private recreation amenity is provided at the entry to the community, including a pool, recreation building, and park area. The recreation amenity will be open to the new residents of the community and privately maintained by the future homeowner's association.

- All internal streets measure 26 feet wide with no on-street parking permitted. Alley's serving garages measure 24 feet wide with a minimum of 28 feet separation between garage doors.

- Proposed dwellings fronting onto AVP and Pacific Park will have enhanced architecture.

Housing Types

- Two housing products are being provided in a range of sizes to accommodate a range of buyers.

  Townhomes
  - 105 townhomes are provided on approximately 4.4 acres for a net density of 23 du/ac.
  - Four floor plans are provided ranging from 1,201 square feet (sf) to 2,023 sf.
  - Plan 1 has one bedroom and 2.5 baths and 1-car enclosed garage. All Plan 1 units will be restricted as "affordable units."
  - Plans 2, 3, and 3X have 4 bedrooms, 3.5 baths, and enclosed two car garages.

  The following table provides a summary of the Townhome units.

Townhomes

Floor Plan	Square footage (sf)	Beds and Baths	Number of Units
Plan 1	1,201	1 Bd and 2.5 Ba	22
Plan 2	1,803	4 Bd and 3.5 Ba	33
Plan 3	1,924	4 Bd and 3.5 Ba	26
Plan 3X	2,023	4 Bd and 3.5 Ba	24
Total			105 DUs

  Duplex

  - 110 duplex units are provided on approximately 5.9 acres for a net density of 19 du/ac.
  - Three floor plans are provided ranging from 1,713 sf to 2,104 sf
  - Plan 1 includes 3 bedrooms, 3.5 bathrooms, and an enclosed 2-car garage.
  - Plan 2 includes 4 bedrooms, 3.5 bathrooms, and an enclosed 2-car garage.
  - Plan 3 includes 4 bedrooms, 4.5 bathrooms, and an enclosed 2-car garage.

  The following table provides a summary of the duplex units.

Duplexes

Floor Plan	Square footage (sf)	Beds and Baths	Number of Units
Plan 1	1,713	3 Bd and 3.5 Ba	37
Plan 2	1,973	4 Bd and 3.5 Ba	49
Plan 3	2,104	4 Bd and 4.5 Ba	24
Total			110 DUs

- Conceptual architectural styles and floorplans are provided for each product type.

Recreation

- A pool and recreation complex is located at the front entry to the community. This facility includes a pool, restroom and recreation building, and grass turf park area. This amenity measures approximately 7,873 square feet.

- Access to the front of the townhome and duplex residential units would occur from landscaped paseos. The paseos measure approximately 38 feet between townhomes and 22 feet between duplexes.

Engineering

- The Project proposes to connect to existing sewer, water and storm drain infrastructure within AVP.

- The Project proposes to use an underground modular wetland system as its water quality BMP and discharge storm water into existing storm drain within AVP.

- The Project will increase the amount of pervious surface, thereby reducing the amount of storm runoff compared to the existing conditions. Therefore, no detention is required.

- All dry utilities (electrical, cable, fiber, etc.) will be underground.

- All grading will balance on the Project site and no import or export will be required.

- Demolition of existing structures will be hauled off-site to a qualified recycling facility as appropriate.

Affordable Housing

- The Applicant proposes to satisfy its affordable housing requirement by constructing 22 units on the Project site and deed restricting future sale of those units in accordance with the City's affordable housing standards.

- The Applicant requests waivers and concessions in return for providing affordable housing, such as modifications to parking and setback standards. Waivers and

concessions would be processed through SDBL and documented in the proposed Development Agreement.

Parking

- Each dwelling unit contains an enclosed garage. The one-bedroom units have one enclosed garage space. All other units have a two-car enclosed garage. Enclosed garage parking totals 408 parking spaces.

- Guest parking is provided throughout the proposed community. A total of 80 guest spaces are provided.

- No on-street or driveway parking is provided as part of this proposal.

- The Applicant proposes a Parking Management Plan that will include numerous provisions to ensure adequate parking is provided. The CC&Rs will require garages to be kept open and available for parking. Guest and homeowner parking permits will be issued to control the number of guests and ensure residents do not park in guest spaces. The new homeowner's association will be responsible for enforcement.

Trash

- Each dwelling will have trash carts.

- Carts will be stored in the enclosed garages. Sufficient space is designed for cart storage within each garage.

- Residents will be responsible for pulling trash carts to the street. Trash trucks will not drive down the alleys, therefore residents would need to place the trash carts on the loop road.

CEQA

- The Applicant would like to begin the CEQA process as soon as possible, including notification under SB 18 and AB 52.

- The Applicant team will prepare all technical studies for City review, including:

  - Air Quality
  - Cultural
  - Geotechnical investigation
  - Preliminary Hydrology Report
  - Preliminary WQMP
  - Phase I Environmental Site Assessment Report
  - Noise
  - Preliminary Sewer Report
  - Preliminary Water Report

- Traffic and VMT Assessment Report
- Tribal Cultural Resources
- Fire Master Plan
- Preliminary Utility Assessment

- The Applicant anticipates the Project will not generate significant unavoidable impacts and will qualify for an Initial Study / Mitigated Negative Declaration. The Applicant Team will prepare a draft IS/MND for City review.

We look forward to working with you on the entitlement of this project. If you have any questions, please contact me at pcarlson@carlsonsls.com or 949-289-3625.

Sincerely,

Peter K. Carlson
President

Attachments

- Site Plan
- Conceptual Architecture and Floorplans

ALISO VIEJO

26800-26970 Aliso Viejo Parkway

Concept Review

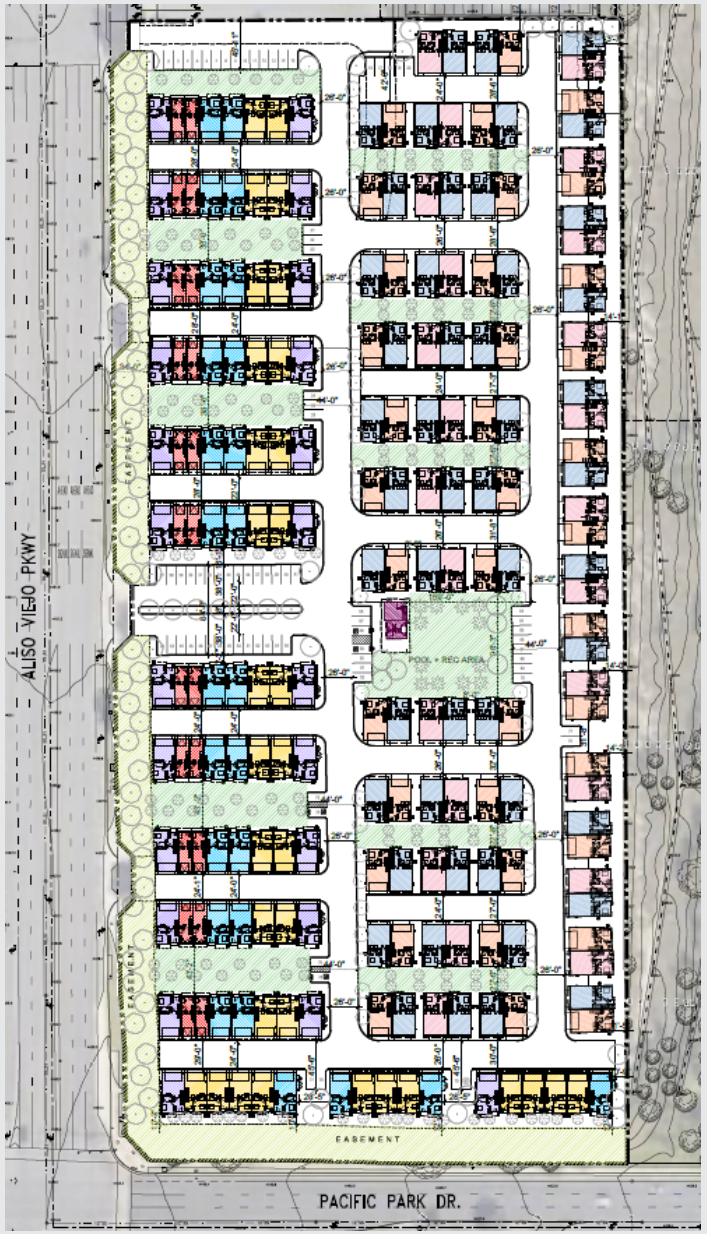
Existing Site



Existing



Proposed



Proposed







City of Aliso Viejo
AGENDA ITEM

DATE: January 15, 2025

TO: Mayor and City Council

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

SUBJECT: CONCEPT PLAN REVIEW FOR A TOWNHOME COMMUNITY AT 400-700 FREEDOM LANE

Recommended Action:

Conduct a public hearing to review and provide initial feedback on concept plans for the construction of a townhome community at 400-700 Freedom Lane ("Project").

Fiscal Impact:

None.

Background

On October 23, 2024, MLC Holdings, Inc. ("Applicant") submitted a site development permit to construct a 134-unit, town home community on a 7.06-acre vacant parcel located at 400-700 Freedom Lane. The Applicant has since reduced the number of units to 124, while maintaining the overall building footprint and architectural design consistent with the original proposal.

Discussion:

Existing Site: The existing site is a vacant parcel which measures approximately 7.06 acres (328,713 square feet) in size, bound by Liberty to the east and Freedom Lane to the north. The site is accessed by a single entry/exit via Freedom Lane. Surrounding uses include senior apartments and a behavioral health facility to the north, Belmont Village senior living to the east, o□ce and industrial to the south and the future Kaiser Permanente medical office building to the west. The General Plan land use designation for the site is Business Park/Very High Density Residential and the zoning designation is Business Park 1/Mixed-Use Residential/Residential Very High Density.

Proposed Project: The Applicant is proposing to construct a 124-unit townhome complex ("Project"). The Project consists of 12 separate buildings (see elevation image below),

each containing 10 or 12 attached, 49’ tall, four-story townhomes. These townhomes include one- to four-bedroom units with one- or two-car garages. The Project will have one entry/exit at the north property line via Freedom Lane and will include common landscape areas around all the buildings and along Freedom Lane. A community amenity space will be provided with a barbecue area with seating, a tot lot and open lawn area.

The Project requires a site development permit, tentative tract map and amendments to the General Plan land use designation from Business Park/Very High Density Residential to High Density Residential and zoning designations from Business Park 1/Mixed Use Residential/Very Residential High Density (30 to 50 du/ac) to Mixed Use Residential/Residential High Density (18 to 30 du/ac).



Affordable Housing: The Project includes a total of 124 units, of which six units or 5% will be reserved for very low-income households. The dedication of 5% of its units to very low-income households make the Project eligible for a density bonus as well as incentives. While an increase in the maximum allowable 30 du/ac density is not proposed, the Project at 18 du/ac is entitled to receive one incentive, or a reduction in applicable development standards (e.g. coverage, setback, square footage, etc.). The Project proposes the following development standard reductions, of which one of them shall be granted as an incentive, while the remaining will be considered as waivers under Density Bonus Law.

- Minimum perimeter and boundary landscaping setbacks (20’ to 10’ on the western perimeter)
- Maximum building height (45’ to 49’)

Parking: Density Bonus Law sets a maximum number of parking spaces that a jurisdiction can impose on a project (see table below). Using the density bonus requirement, the project provides 248 parking spaces through attached private 2-car garages in tandem configurations and 12 guest parking spaces which are distributed throughout the community. All garages will provide room for household storage.

Density Bonus Parking Ratio	Project
1.5 spaces / 3-bedroom	1.5 spaces x 62 units = 93
2.5 spaces / 4- bedroom	2.5 spaces x 62 units = 155
Total Provided:	**248 spaces**

Development Agreement ("DA"): The Project requires a DA as the application package includes amendments to the general plan and zoning designations along with new development. A DA is a contract between the City and the developer, which may specify conditions, terms, restrictions, and regulations pertaining to all aspects of a development project. The DA provides assurance to the property owner that it can implement the Project and continue its operation and that the conditions imposed by the City will not change after the approval of the Project. The DA may include payment of fees, similar to park in-lieu fees to mitigate development impacts to parks, schools, traffic, etc.

Environmental:

The proposed project has been determined that it may have potential significant effects to the environment either directly or indirectly as a result of the project. The Applicant will be required to submit applicable environmental documents and associated fees for peer review.

Public Notice:

On January 2, 2025, a public notice was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site.

Attachments:

1. Concept Plans
2. Project Description
3. Presentation



FREEDOM LANE

ALISO VIEJO, CALIFORNIA

DEVELOPER INFORMATION

MERITAGE HOMES, INC.

5 PETERS CANYON ROAD
IRVINE, CA 92606
CONTACT: JOHANNA CROOKER
PHONE: (949) 299-3847
EMAIL: JOHANNA.CROOKER@MLCHOLDINGS.NET

CONSULTANT INFORMATION

ARCHITECTURE:
KTGY ARCHITECTURE & PLANNING

17911 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92614
CONTACT: ALAN SCALES
PHONE: (949) 221-6256
EMAIL: ASCALES@KTGY.COM

CIVIL:
X ENGINEERING & CONSULTING, INC.

6 HUTTON CENTRE DRIVE, SUITE 650
SANTA ANA, CA 92707
CONTACT: ERIC LISSNER
PHONE: (714) 474-1609
EMAIL: ERIC.LISSNER@XENGINEERINGINC.COM

LANDSCAPE ARCHITECTURE:
C2 COLLABORATIVE LANDSCAPE ARCHITECTURE

100 AVENIDA MIRAMAR
SAN CLEMENTE, CA 92672
CONTACT: SUNDAE LIU
PHONE: (949) 366-6624 x732
EMAIL: DLIU@C2COLLABORATIVE.COM

SHEET INDEX

ARCHITECTURE

A0.00 COVER SHEET
A1.00 SHEET INDEX & PROJECT SUMMARY

P-1 VICINITY MAP
P-2 NEIGHBORHOOD CONTEXT
P-3 ILLUSTRATIVE SITE PLAN

A2.00 PERSPECTIVES - B1000 - 10-PLEX
A2.01 ELEVATION - B1000 - 10-PLEX
A2.02 BUILDING PLAN - B1000 - 10-PLEX
A2.03 BUILDING PLAN - B1000 - 10-PLEX

A2.10 PERSPECTIVES - B1010 - 10-PLEX
A2.11 ELEVATION - B1010 - 10-PLEX
A2.12 BUILDING PLAN - B1010 - 10-PLEX
A2.13 BUILDING PLAN - B1010 - 10-PLEX

A2.20 PERSPECTIVES - B1200 - 12-PLEX
A2.21 ELEVATION - B1200 - 12-PLEX
A2.22 BUILDING PLAN - B1200 - 12-PLEX
A2.23 BUILDING PLAN - B1200 - 12-PLEX
A2.24 BUILDING PLAN - B1200 - 12-PLEX

A2.30 PERSPECTIVES - B1210 - 12-PLEX
A2.31 ELEVATION - B1210 - 12-PLEX
A2.32 BUILDING PLAN - B1210 - 12-PLEX
A2.33 BUILDING PLAN - B1210 - 12-PLEX

A3.00 UNIT PLAN - PLANS 1, 2, 3, & 4
A3.10 UNIT PLAN - PLANS 5 & 7
A3.20 UNIT PLAN - PLANS 6 & 8

A4.00 COLOR AND MATERIAL BOARD

CIVIL

C-1 TITLE SHEET
C-2 EXISTING CONDITIONS
C-3 TENTATIVE TRACT MAP
C-4 TENTATIVE TRACT MAP
C-5 SECTIONS
C-6 CONCEPTUAL GRADING PLAN
C-7 CONCEPTUAL UTILITY PLAN
C-8 FIRE ACCESS SITE PLAN

LANDSCAPE

L-1 CONCEPTUAL LANDSCAPE SITE PLAN
L-2 CONCEPTUAL OPEN SPACE ENLARGEMENT PLAN
L-3 CONCEPTUAL WALL AND FENCE PLAN AND DETAILS
L-4 CONCEPTUAL SITE AMENITIES
L-5 CONCEPTUAL IRRIGATION CALCULATION
L-6 CONCEPTUAL PLANTING PALETTE

UNIT SUMMARY

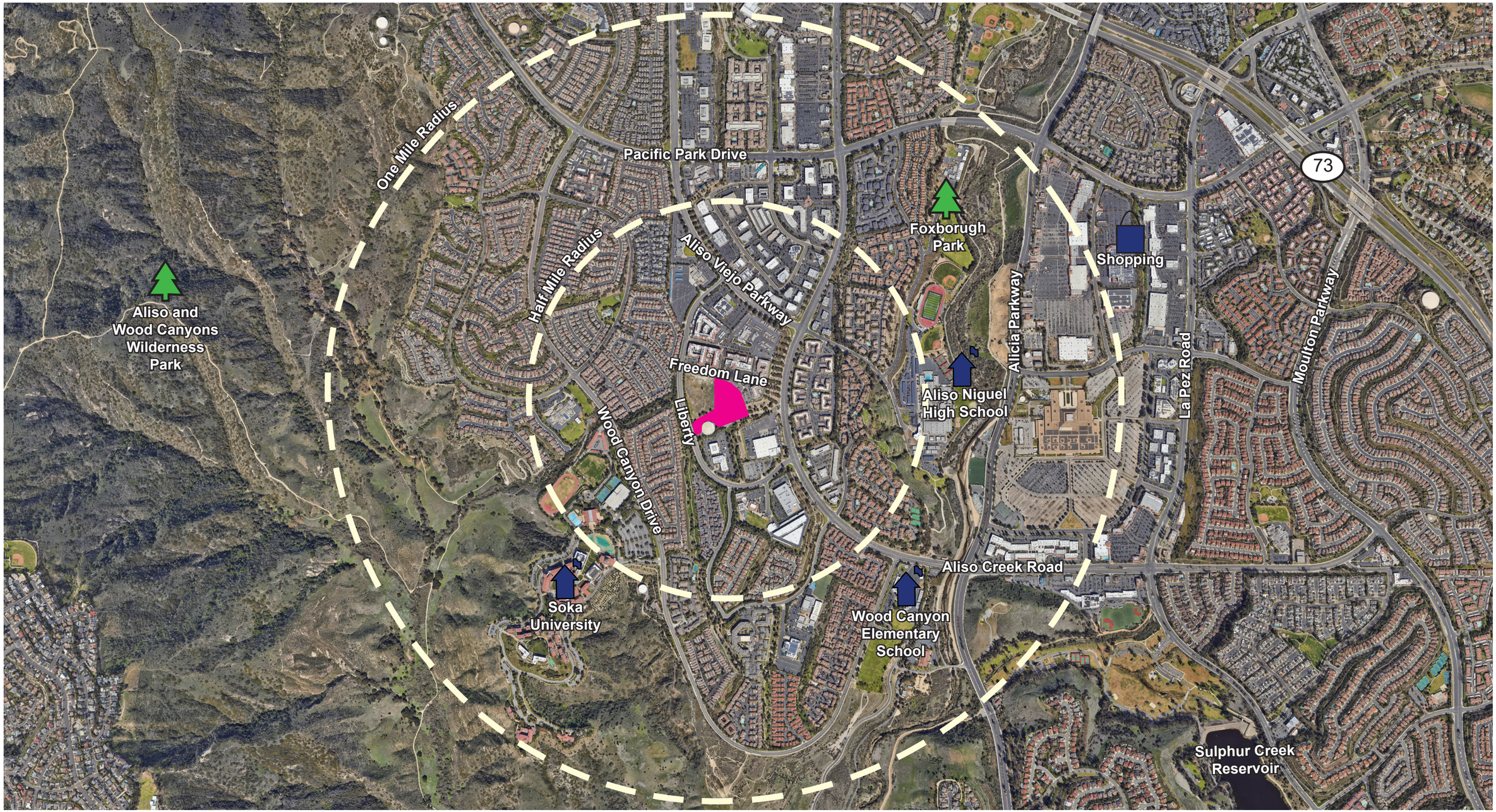
PLAN TYPE	DESCRIPTION	# OF UNITS	MIX	NET SF	GROSS SF	TOTAL GROSS SF	GARAGE	PRIVATE OPEN SPACE (DECKS)	TOTAL PRIVATE OPEN SPACE (DECKS)
FOUR-STORY STACKED FLATS									
PLAN 1	1 BED / 1BATH	5 UNITS	4%	655 SF	704 SF	3,520 SF	250 SF	0 SF	0 SF
PLAN 2	1 BED / 1BATH	5 UNITS	4%	655 SF	704 SF	3,520 SF	253 SF	0 SF	0 SF
PLAN 3	1 BED / 1BATH	5 UNITS	4%	691 SF	737 SF	3,685 SF	262 SF	0 SF	0 SF
PLAN 4	1 BED / 1BATH	5 UNITS	4%	691 SF	737 SF	3,685 SF	293 SF	0 SF	0 SF
PLAN 5	4 BEDS/ 3 BATHS	39 UNITS	29%	1,068 SF	1,133 SF	44,187 SF	456 SF	69 SF	2,691 SF
PLAN 6	3 BEDS/ 2.5 BATHS	18 UNITS	13%	1,442 SF	1,541 SF	27,738 SF	615 SF	83 SF	1,494 SF
PLAN 7	3 BEDS / 3 BATHS	39 UNITS	29%	1,836 SF	1,960 SF	76,440 SF	489 SF	144 SF	5,616 SF
PLAN 8	4 BEDS / 3 BATHS	18 UNITS	13%	2,353 SF	2,507 SF	45,126 SF	510 SF	194 SF	3,492 SF
	TOTAL	*134 UNITS*	*100%*			**207,901 SF**			**13,293 SF**
	10%	*14 UNITS*	*(ACCESSIBLE UNITS)*						

BUILDING SUMMARY: FOUR-STORY STACKED FLATS

BLDG #	DESCRIPTION	NET SF	GROSS SF	FOOTPRINT
BLDG 1	B1000 - 10-PLEX	16,302 SF	17,375 SF	6,747 SF
BLDG 2	B1000 - 10-PLEX	16,302 SF	17,375 SF	6,747 SF
BLDG 3	B1210 - 12-PLEX	15,199 SF	16,209 SF	6,695 SF
BLDG 4	B1210 - 12-PLEX	15,199 SF	16,209 SF	6,695 SF
BLDG 5	B1210 - 12-PLEX	15,199 SF	16,209 SF	6,695 SF
BLDG 6	B1210 - 12-PLEX	15,199 SF	16,209 SF	6,695 SF
BLDG 7	B1000 - 10-PLEX	16,302 SF	17,375 SF	6,747 SF
BLDG 8	B1000 - 10-PLEX	16,302 SF	17,375 SF	6,747 SF
BLDG 9	B1010 - 10-PLEX	15,411 SF	16,420 SF	6,481 SF
BLDG 10	B1210 - 12-PLEX	15,199 SF	16,209 SF	6,695 SF
BLDG 11	B1200 - 12-PLEX	19,206 SF	20,468 SF	7,971 SF
BLDG 12	B1200 - 12-PLEX	19,206 SF	20,468 SF	7,971 SF
	TOTAL BUILDING SF	**195,026 SF**	**207,901 SF**	**82,886 SF**

COMMUNITY CONTEXT (1:300)





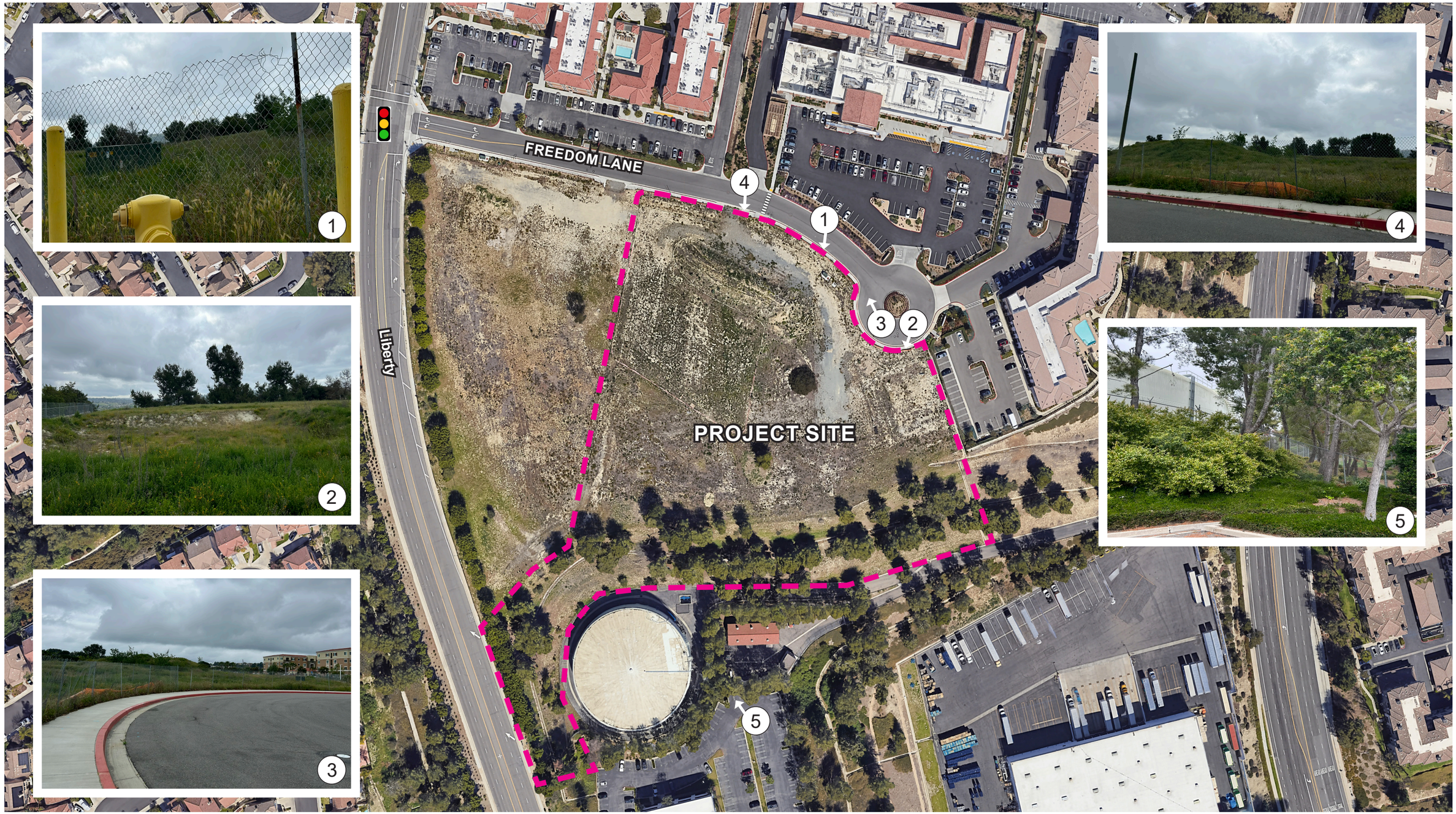
Vicinity Map

MeritageHomes | MLC Holdings, Inc.

Freedom

Aliso Viejo, California

October 2024



Neighborhood Context

Freedom

Aliso Viejo, California

October 2024



Summary

Site Area: 7.06 acres (307,534 SF)
Net Acres: 4.41 acres (192,100 SF)
Net Density: 30.3 du/ac

Total Homes: 134 Flats

- (5) Plan 1: 655 SF, 1 Bed, 1 Bath, Single Garage
- (5) Plan 2: 655 SF, 1 Bed, 1 Bath, Single Garage
- (5) Plan 3: 691 SF, 1 Bed, 1 Bath, Single Garage
- (5) Plan 4: 691 SF, 1 Bed, 1 Bath, Single Garage
- (39) Plan 5: 1,068 SF, 4 Bed, 3 Bath, Tandem Garage
- (18) Plan 6: 1,442 SF, 3 Bed, 2.5 Bath, Tandem Garage
- (39) Plan 7: 1,836 SF, 3 Bed, 3 Bath, Tandem Garage
- (18) Plan 8: 2,353 SF, 4 Bed, 4 Bath, Tandem Garage

Notes:

1. Acessor's Parcel Numbers: 632-141-15, 632-141-14, 632-141-13, 632-141-12
2. Existing Zoning: Business Park 1 with Mixed Use/Residential Overlay
3. Proposed Zoning: Residential High Density
4. Existing General Plan: Business Park with Mixed Use/Residential Overlay
5. Proposed General Plan: High Density Residential
6. TTM
7. 5% Affordable (7 Homes) at Very Low to be provided on site. Perimeter setbacks and building height reduced per Density Bonus Law
8. Type VB construction with NFPA 13D automatic sprinkler system.
9. Parking Per Density Bonus Law Section 65915(p)(1) of the California Government Code

	Residential - High Development Standards Required	Proposed
Maximum	30 du/acre	30.4 du/acre
Maximum Structure Height [7]	45'	49'
Minimum Building Site	5,000 sq/ft	192,100 sq/ft
Maximum Building Site	60%	43%
Minimum Open Space	25%	XX
Setbacks		
Min. Perimeter [7]	20'	**10'**
Min. Front	N/A	15'
Min. Side	N/A	10'
Min. Rear	N/A	97'
Parking [9]	248 spaces	250 Garage Spaces 12 Guest Spaces **262 Total Spaces**

Conceptual Site Plan

Meritage Homes | MLC Holdings, Inc.

Freedom

Aliso Viejo, California

October 2024



Summary

Site Area: 7.06 acres (307,534 SF)
Net Acres: 4.41 acres (192,100 SF)
Net Density: 30.3 du/ac

Total Homes: 134 Flats

- (5) Plan 1: 655 SF, 1 Bed, 1 Bath, Single Garage
- (5) Plan 2: 655 SF, 1 Bed, 1 Bath, Single Garage
- (5) Plan 3: 691 SF, 1 Bed, 1 Bath, Single Garage
- (5) Plan 4: 691 SF, 1 Bed, 1 Bath, Single Garage
- (39) Plan 5: 1,068 SF, 4 Bed, 3 Bath, Tandem Garage
- (18) Plan 6: 1,442 SF, 3 Bed, 2.5 Bath, Tandem Garage
- (39) Plan 7: 1,836 SF, 3 Bed, 3 Bath, Tandem Garage
- (18) Plan 8: 2,353 SF, 4 Bed, 4 Bath, Tandem Garage

Notes:

1. Acessor's Parcel Numbers: 632-141-15, 632-141-14, 632-141-13, 632-141-12
2. Existing Zoning: Business Park 1 with Mixed Use/Residential Overlay
3. Proposed Zoning: Residential High Density
4. Existing General Plan: Business Park with Mixed Use/Residential Overlay
5. Proposed General Plan: High Density Residential
6. TTM
7. 5% Affordable (7 Homes) at Very Low to be provided on site. Perimeter setbacks and building height reduced per Density Bonus Law
8. Type VB construction with NFPA 13D automatic sprinkler system.
9. Parking Per Density Bonus Law Section 65915(p)(1) of the California Government Code

	Residential - High Development Standards Required	Proposed
Maximum	30 du/acre	30.4 du/acre
Maximum Structure Height [7]	45'	49'
Minimum Building Site	5,000 sq/ft	192,100 sq/ft
Maximum Building Site	60%	43%
Minimum Open Space	25%	XX
Setbacks		
Min. Perimeter [7]	20'	10'
Min. Front	N/A	15'
Min. Side	N/A	10'
Min. Rear	N/A	97'
Parking [9]	248 spaces	250 Garage Spaces 12 Guest Spaces **262 Total Spaces**

Dimensioned Site Plan



1 - FRONT



2 - REAR

NOTE: COLOR SCHEME 2 APPLIED



4 - LEFT



3 - REAR



2 - RIGHT

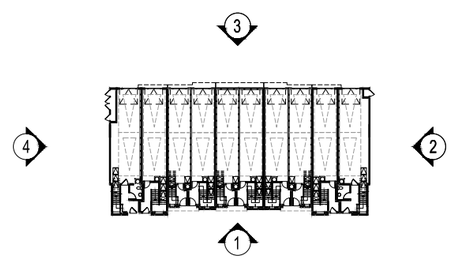


1 - FRONT

NOTE: COLOR SCHEME 2 APPLIED

MATERIAL LEGEND

1. MASONRY - STONE VENEER
2. STUCCO BODY, LIGHT SAND FINISH
3. 'S' ROOF TILE
4. STUCCO EAVE
5. STUCCO O/ FOAM BELLY BAND
6. STUCCO O/ FOAM TRIM SURROUND
7. STUCCO O/ FOAM SILL
8. CORNICE HEADER TRIM
9. DECORATIVE WING WALL
10. DECORATIVE LIGHTING
11. METAL TRELLIS AWNING
12. METAL HANDRAIL
13. METAL SECTIONAL GARAGE DOOR
14. ADDRESS SIGN
15. ENTRY DOOR
16. UTILITY DOORS
17. VINYL WINDOWS
18. SIMULATED WOOD COLUMN
19. FAUX DECORATIVE VENT
20. FINIAL
21. PARAPET



KEY BUILDING PLAN: 1/32" = 1'-0"

ktgy
888.456.5849 | ktgy.com
No. 20240447

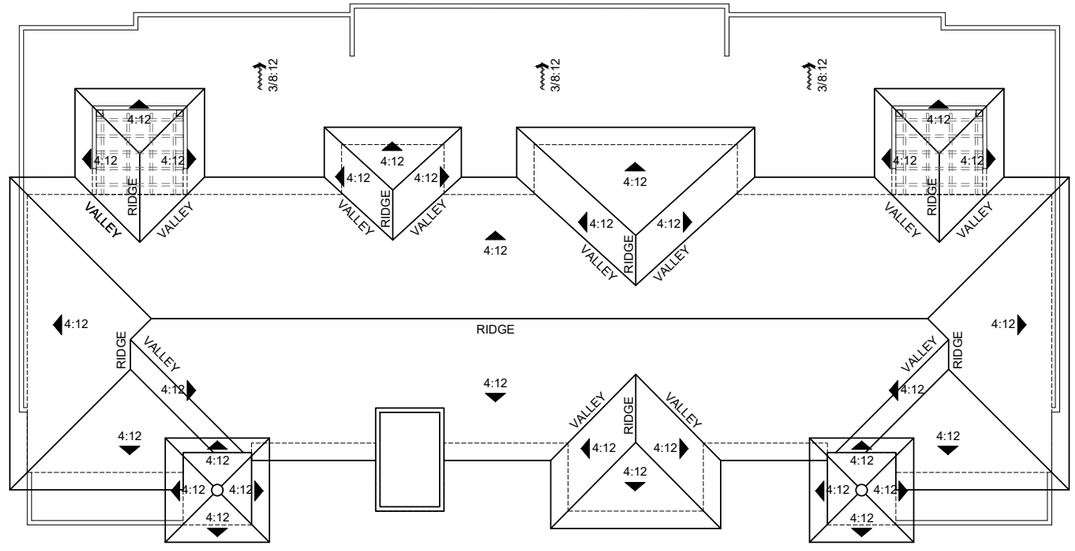
Meritage Homes

Freedom Lane
Aliso Viejo, CA

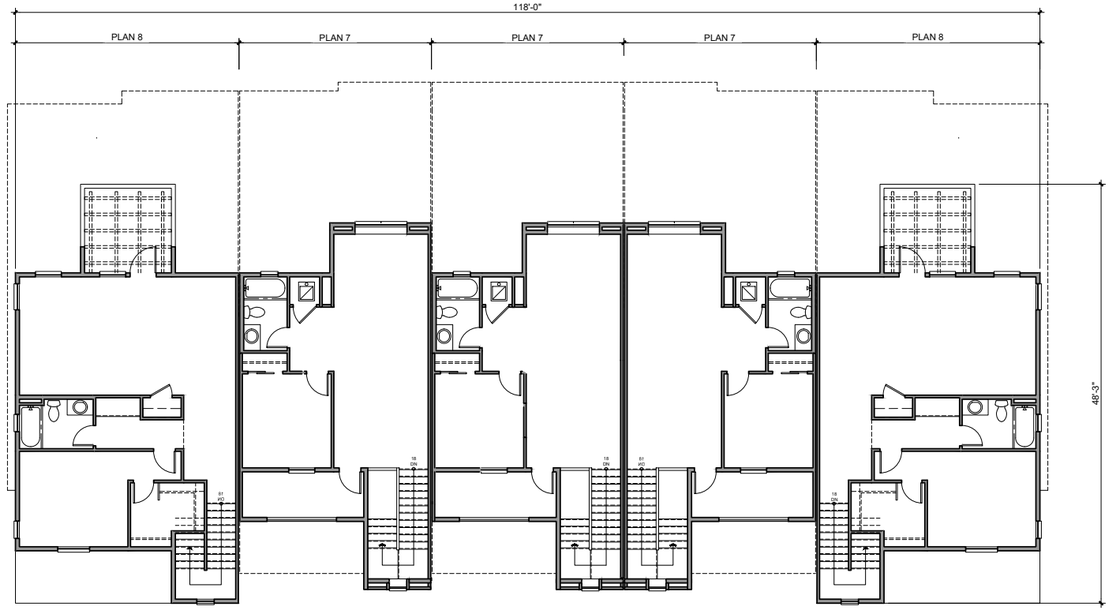
0 4 8 16 Scale 1" = 8'

Schematic Design 10/8/2024
1st Submittal 10/21/2024

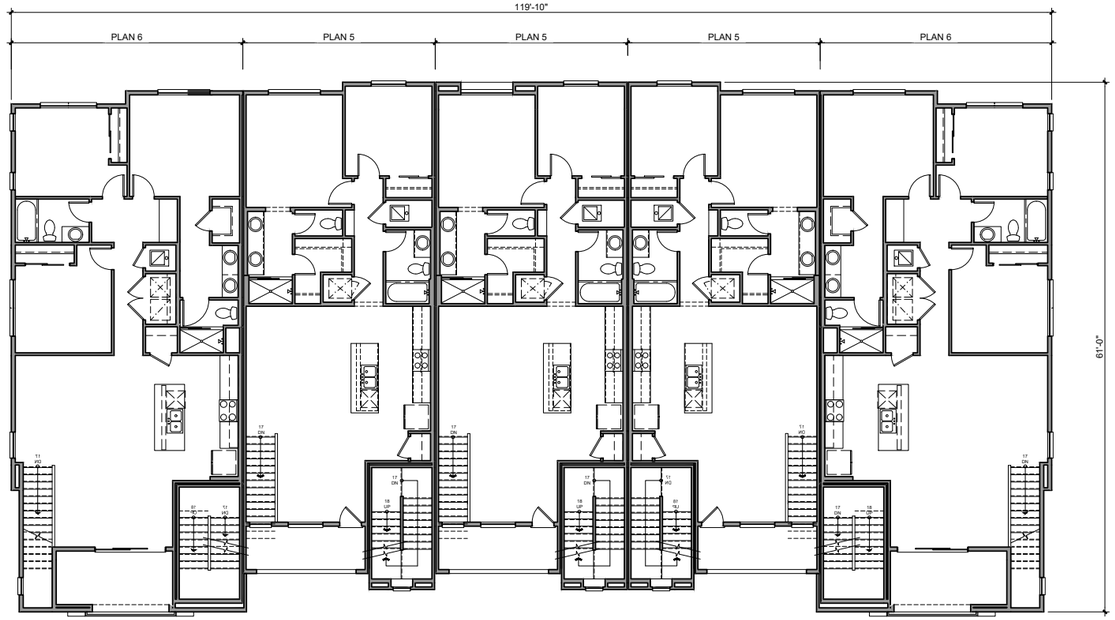
ELEVATION - B1000 - 10PLEX **A2.01**



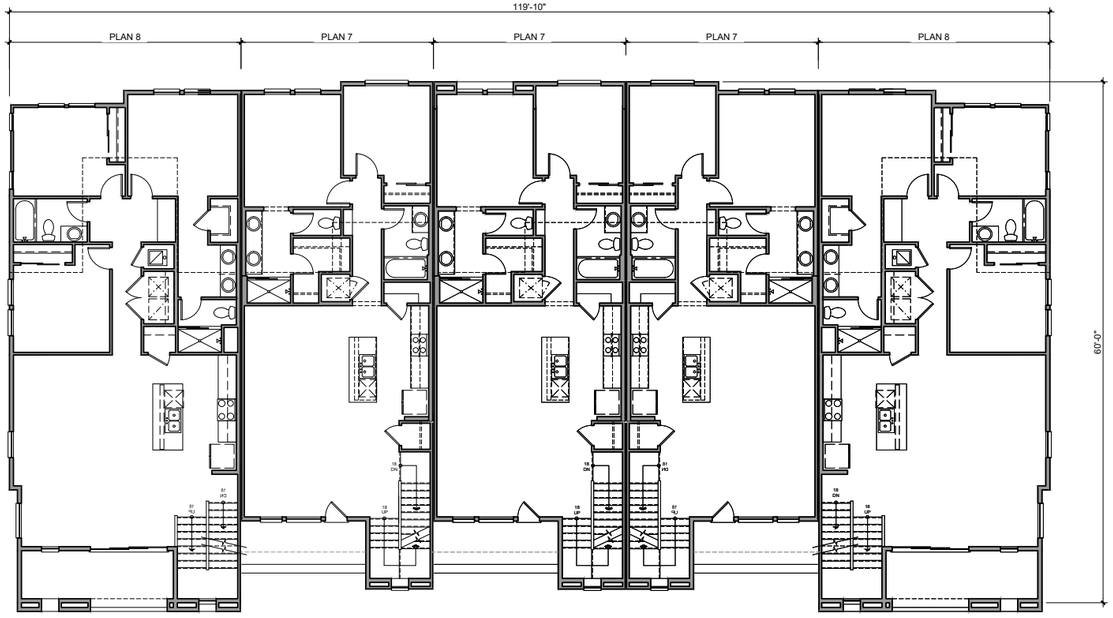
ROOF PLAN



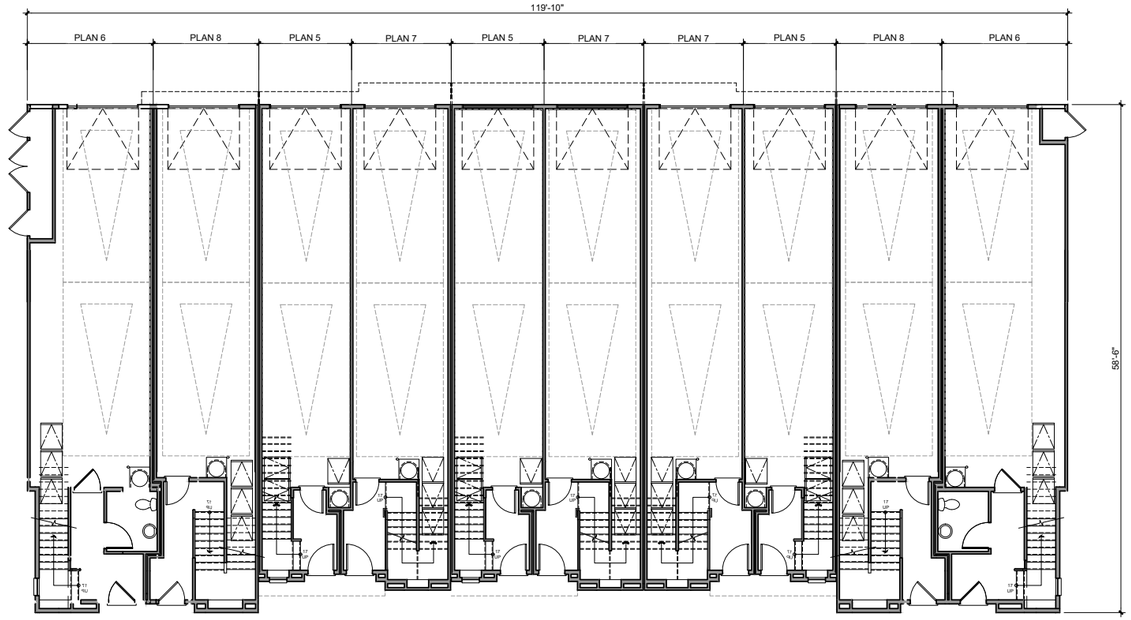
4TH FLOOR



2ND FLOOR



3RD FLOOR



1ST FLOOR



1 - FRONT



2 - REAR

NOTE: COLOR SCHEME 1 APPLIED



4 - LEFT



3 - REAR



2 - RIGHT

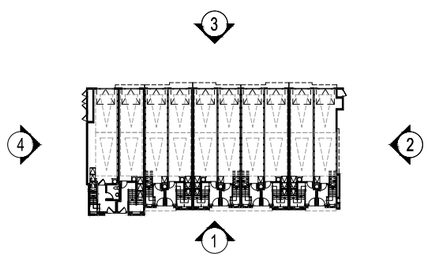


1 - FRONT

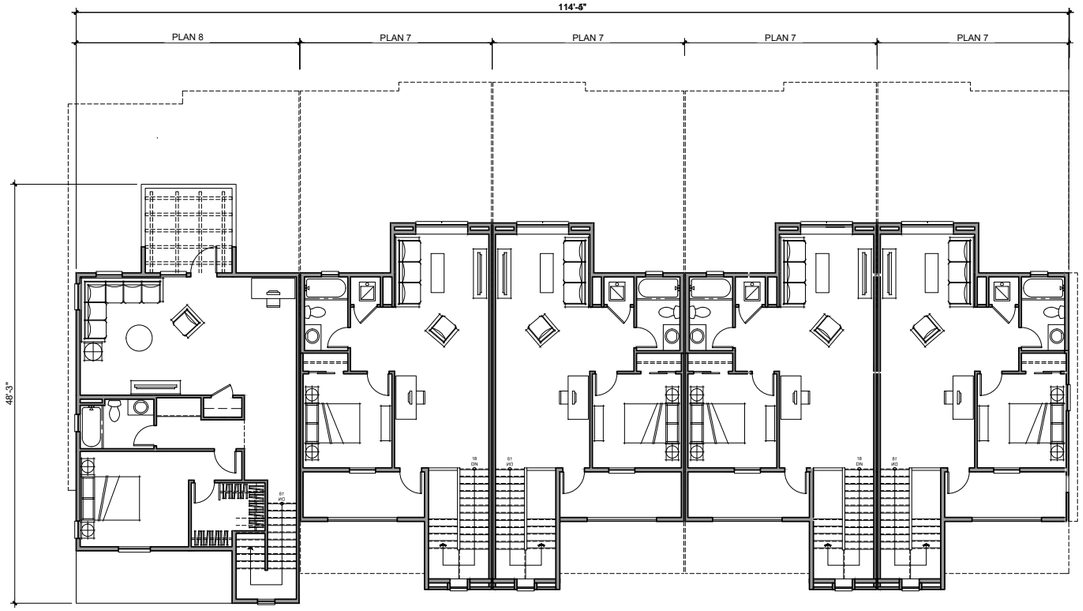
NOTE: COLOR SCHEME 1 APPLIED

MATERIAL LEGEND

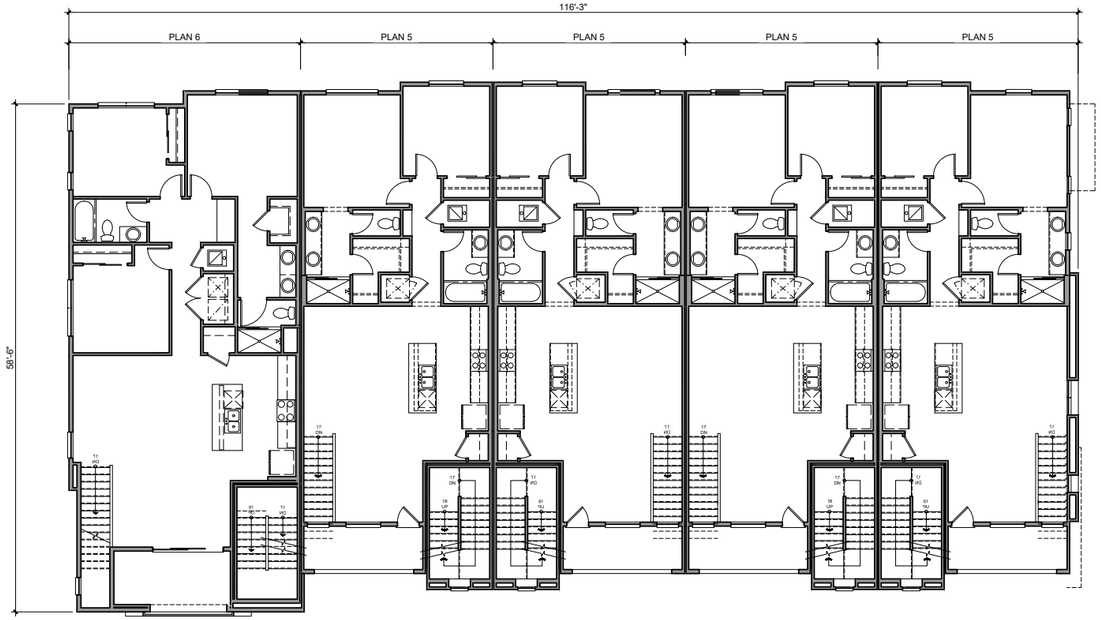
1. MASONRY - STONE VENEER
2. STUCCO BODY, LIGHT SAND FINISH
3. 'S' ROOF TILE
4. STUCCO EAVE
5. STUCCO O/ FOAM BELLY BAND
6. STUCCO O/ FOAM TRIM SURROUND
7. STUCCO O/ FOAM SILL
8. CORNICE HEADER TRIM
9. DECORATIVE WING WALL
10. DECORATIVE LIGHTING
11. METAL TRELLIS AWNING
12. METAL HANDRAIL
13. METAL SECTIONAL GARAGE DOOR
14. ADDRESS SIGN
15. ENTRY DOOR
16. UTILITY DOORS
17. VINYL WINDOWS
18. SIMULATED WOOD COLUMN
19. FAUX DECORATIVE VENT
20. FINIAL
21. PARAPET



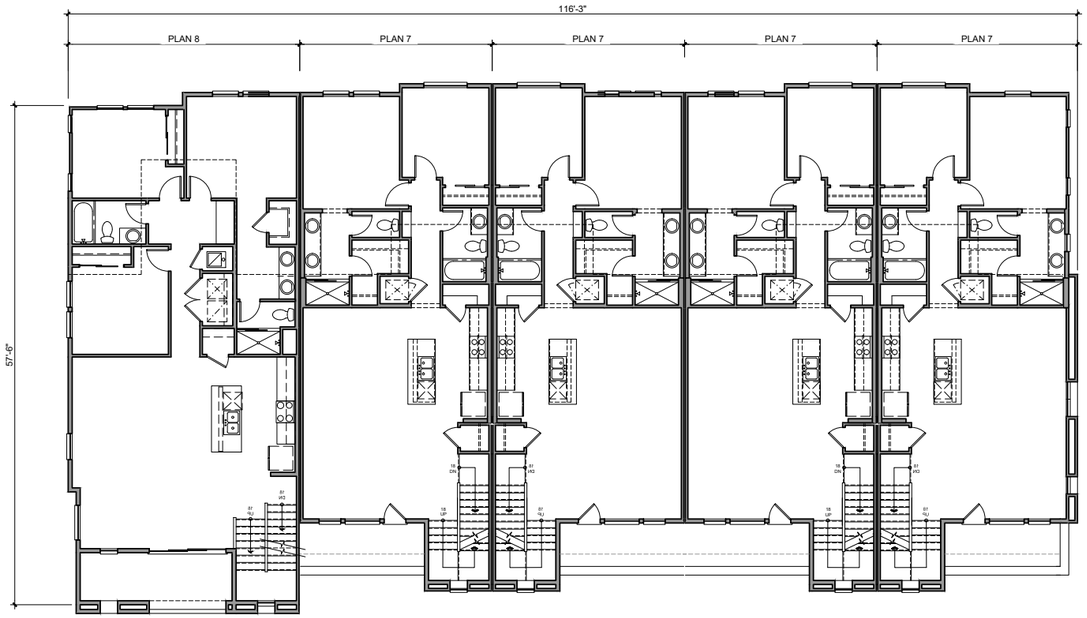
KEY BUILDING PLAN: 1/32" = 1'-0"



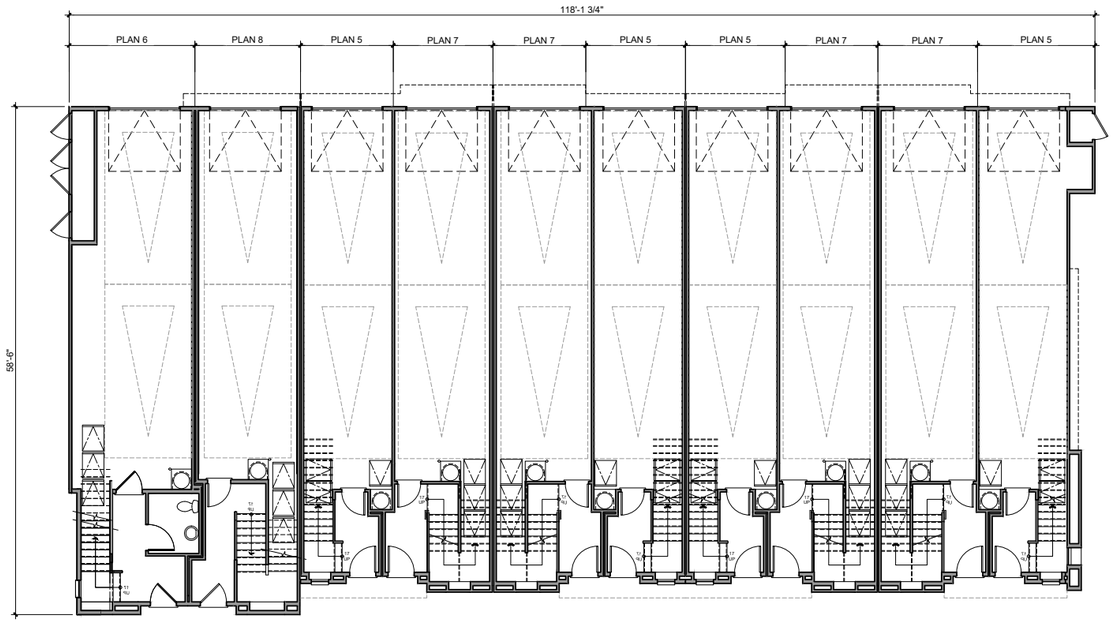
4TH FLOOR



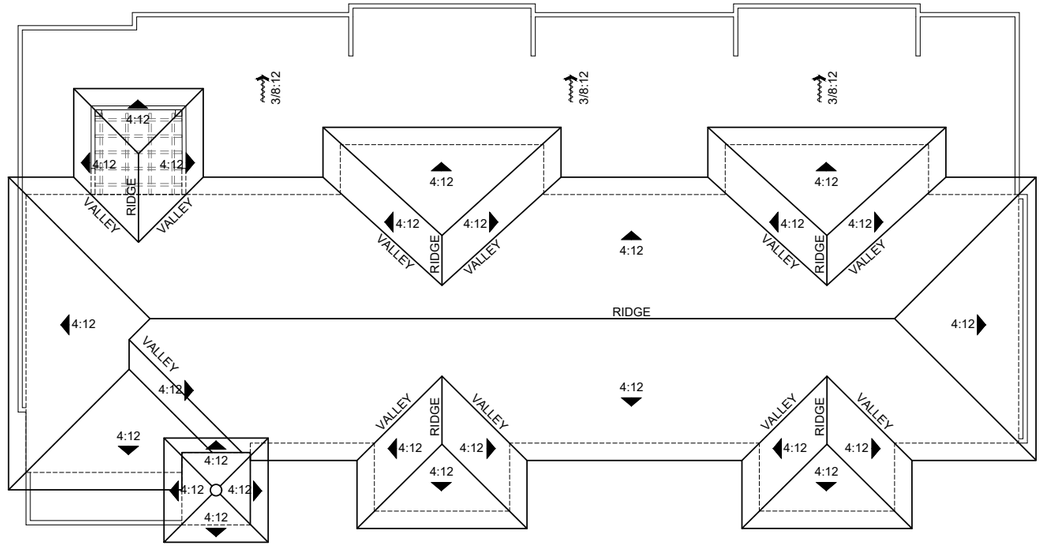
2ND FLOOR



3RD FLOOR



1ST FLOOR



ROOF PLAN



1 - FRONT



2 - REAR

NOTE: COLOR SCHEME 1 APPLIED



4 - LEFT



3 - REAR



2 - RIGHT

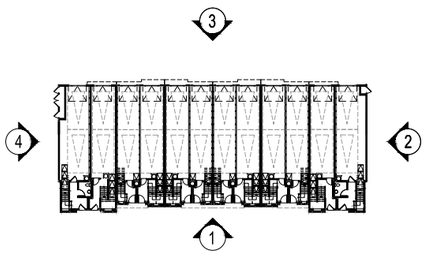


1 - FRONT

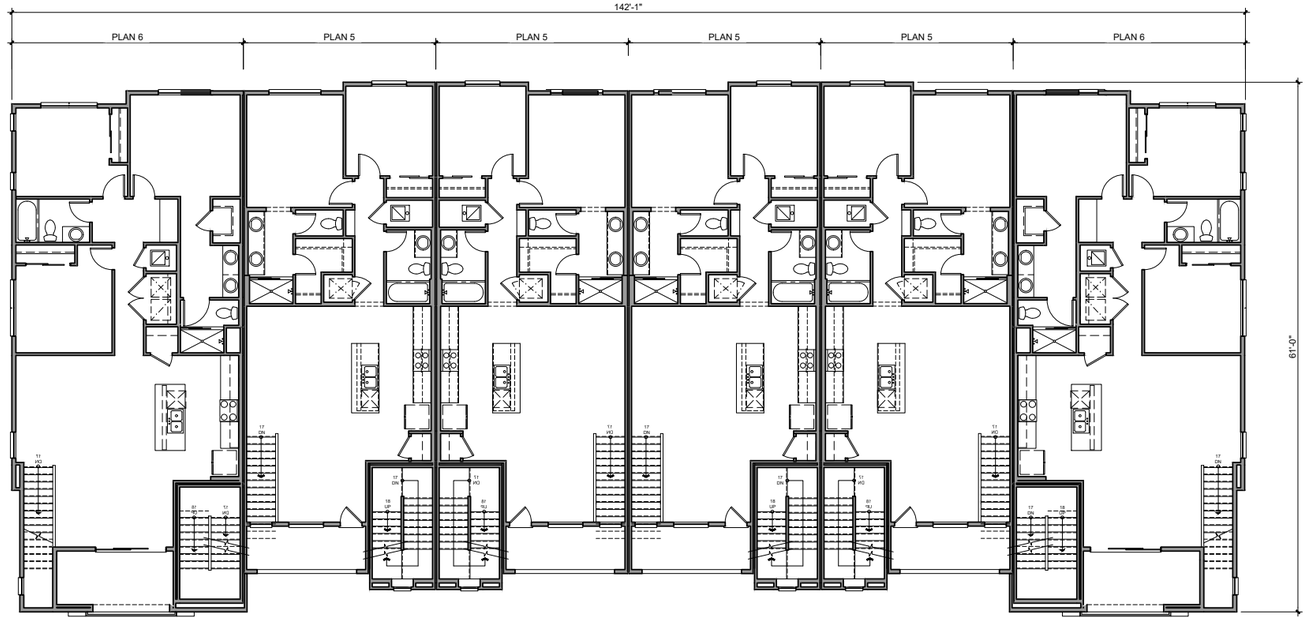
NOTE: COLOR SCHEME 1 APPLIED

MATERIAL LEGEND

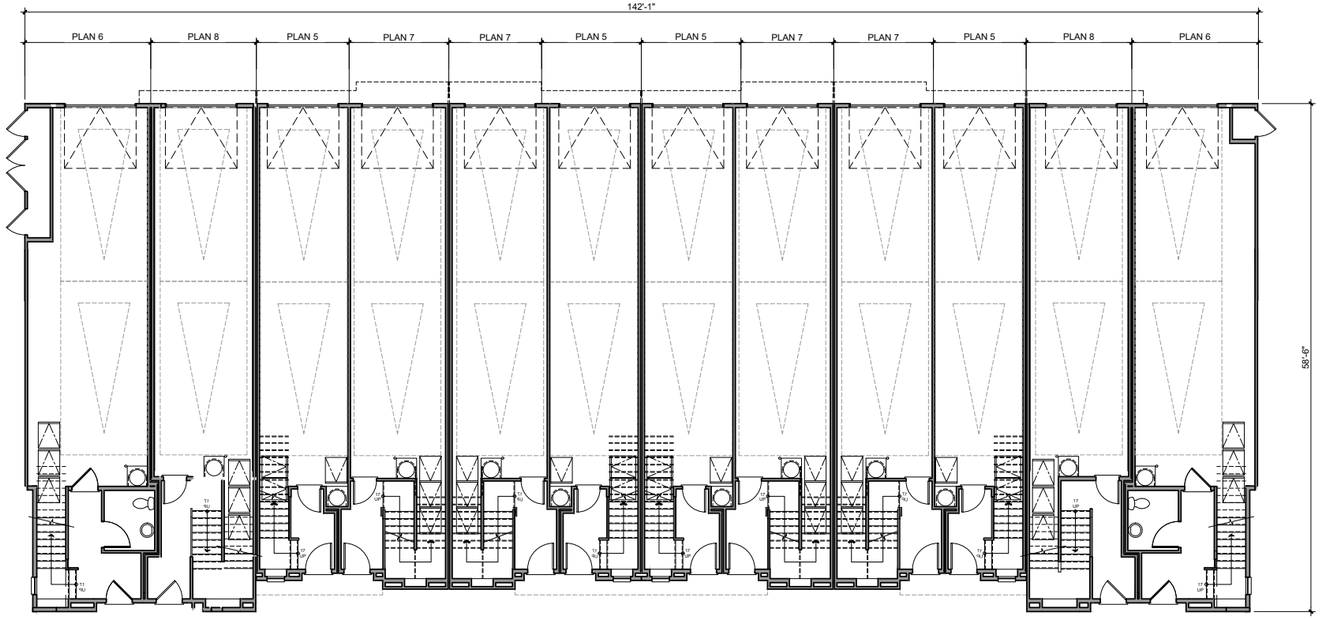
1. MASONRY - STONE VENEER
2. STUCCO BODY, LIGHT SAND FINISH
3. 'S' ROOF TILE
4. STUCCO EAVE
5. STUCCO O/ FOAM BELLY BAND
6. STUCCO O/ FOAM TRIM SURROUND
7. STUCCO O/ FOAM SILL
8. CORNICE HEADER TRIM
9. DECORATIVE WING WALL
10. DECORATIVE LIGHTING
11. METAL TRELLIS AWNING
12. METAL HANDRAIL
13. METAL SECTIONAL GARAGE DOOR
14. ADDRESS SIGN
15. ENTRY DOOR
16. UTILITY DOORS
17. VINYL WINDOWS
18. SIMULATED WOOD COLUMN
19. FAUX DECORATIVE VENT
20. FINIAL
21. PARAPET



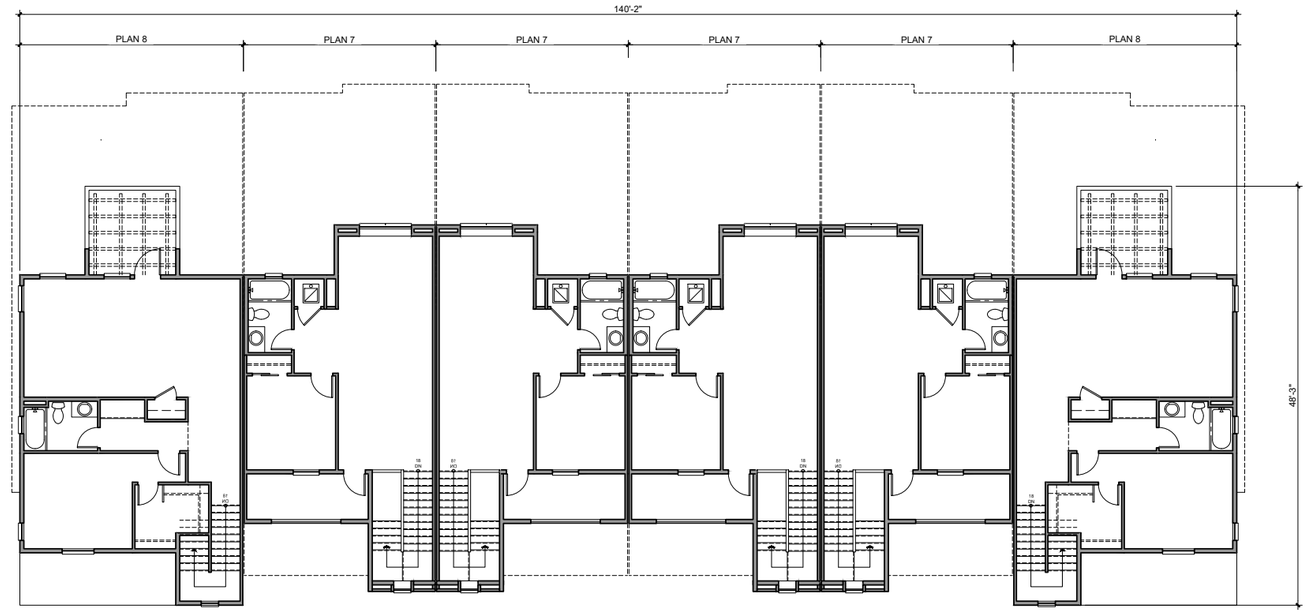
KEY BUILDING PLAN: 1/32" = 1'-0"



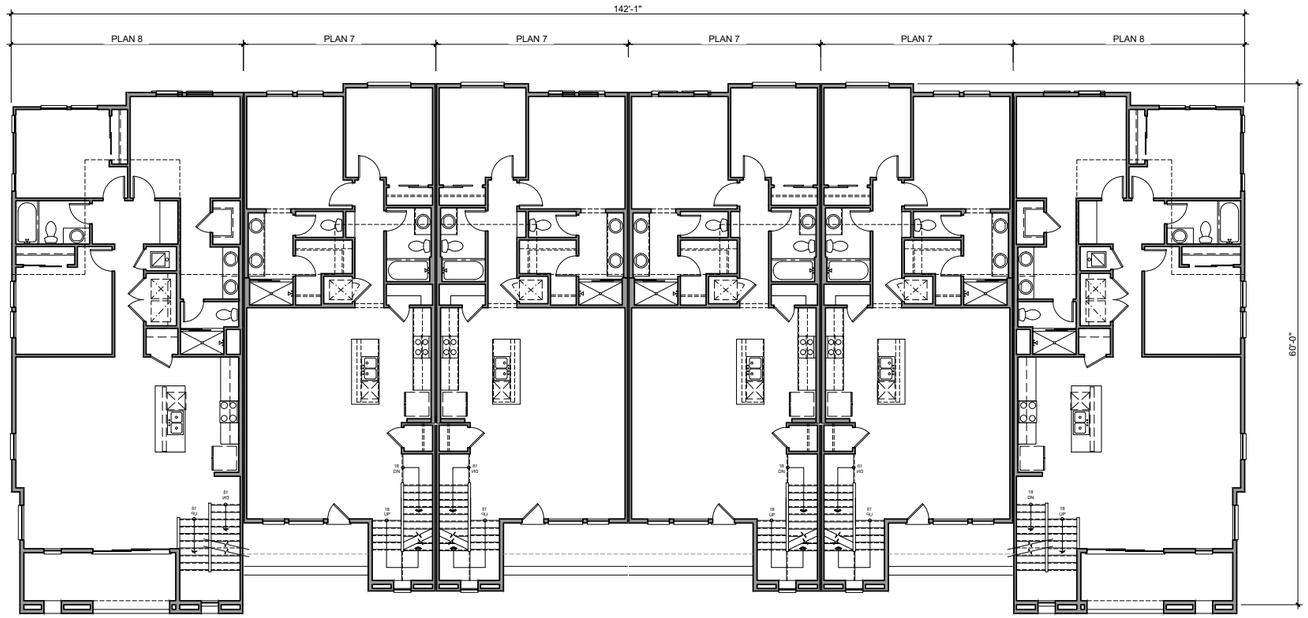
2ND FLOOR



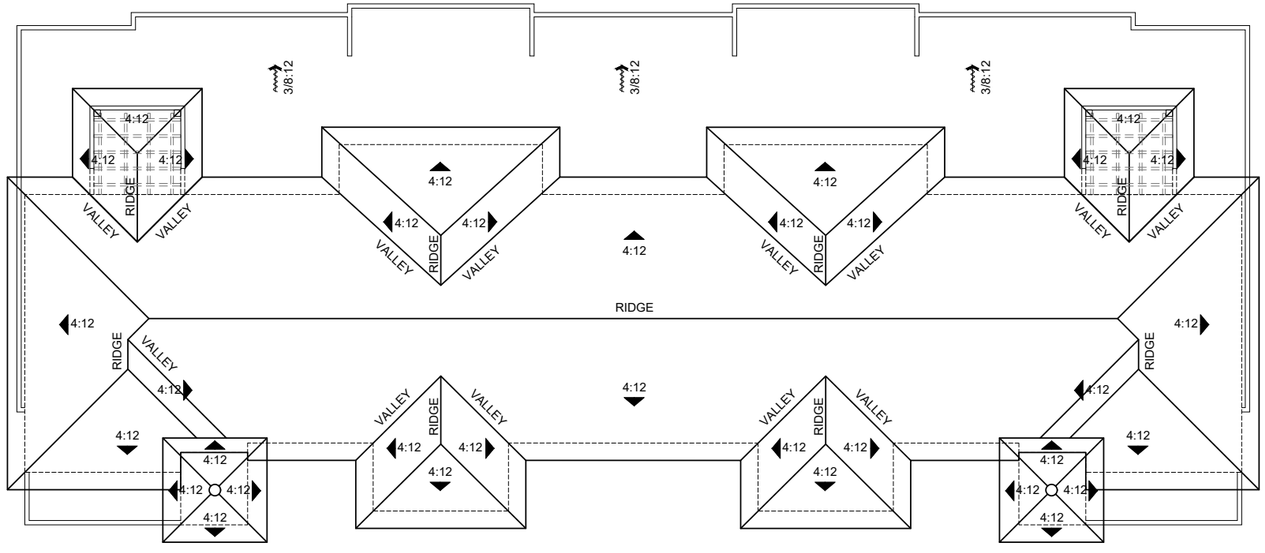
1ST FLOOR



4TH FLOOR



3RD FLOOR



ROOF PLAN



1 - FRONT



2 - REAR

NOTE: COLOR SCHEME 2 APPLIED



4 - LEFT



3 - REAR



2 - RIGHT

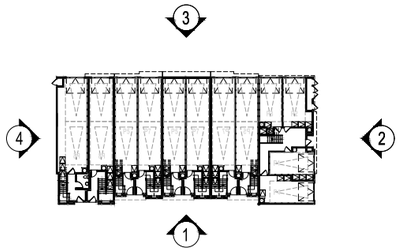


1 - FRONT

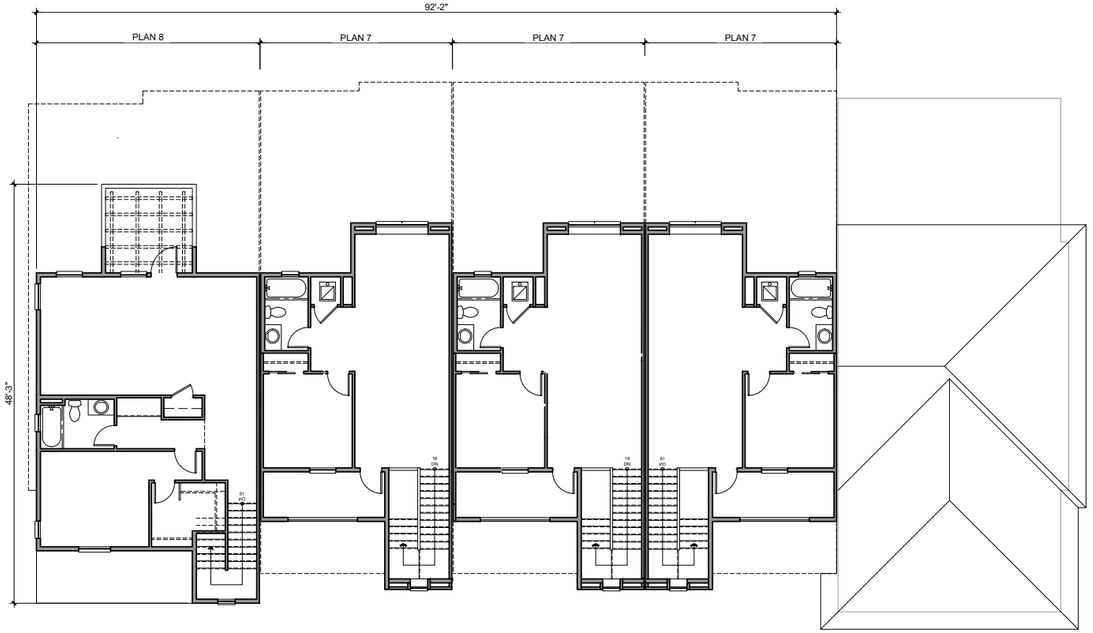
NOTE: COLOR SCHEME 2 APPLIED

MATERIAL LEGEND

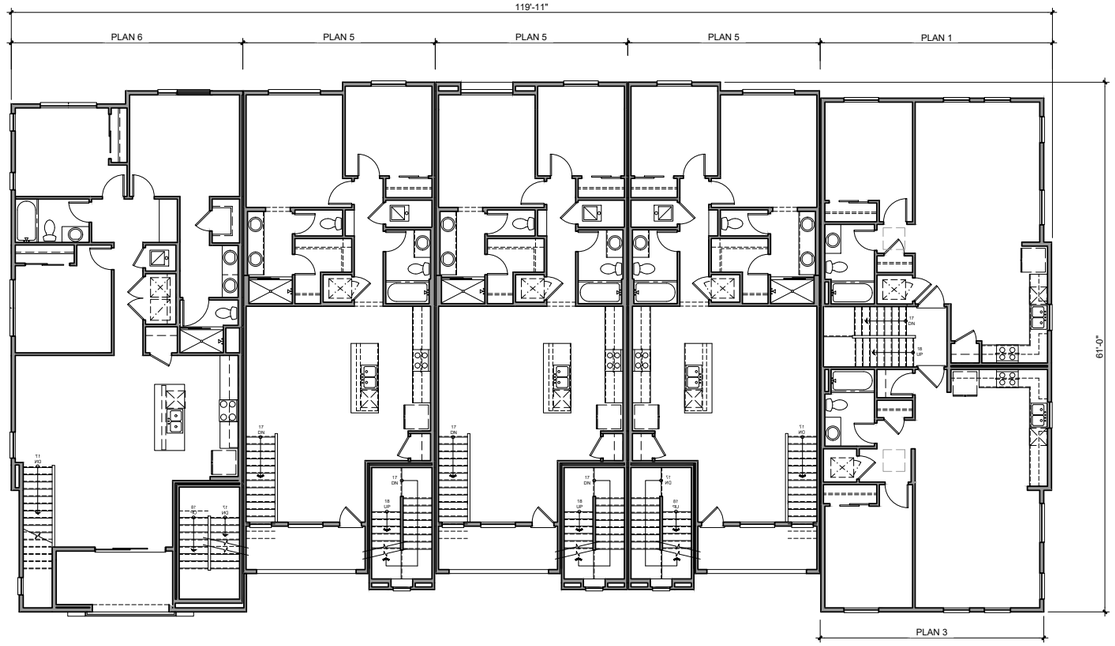
1. MASONRY - STONE VENEER
2. STUCCO BODY, LIGHT SAND FINISH
3. 'S' ROOF TILE
4. STUCCO EAVE
5. STUCCO O/ FOAM BELLY BAND
6. STUCCO O/ FOAM TRIM SURROUND
7. STUCCO O/ FOAM SILL
8. CORNICE HEADER TRIM
9. DECORATIVE WING WALL
10. DECORATIVE LIGHTING
11. METAL TRELLIS AWNING
12. METAL HANDRAIL
13. METAL SECTIONAL GARAGE DOOR
14. ADDRESS SIGN
15. ENTRY DOOR
16. UTILITY DOORS
17. VINYL WINDOWS
18. SIMULATED WOOD COLUMN
19. FAUX DECORATIVE VENT
20. FINIAL
21. PARAPET



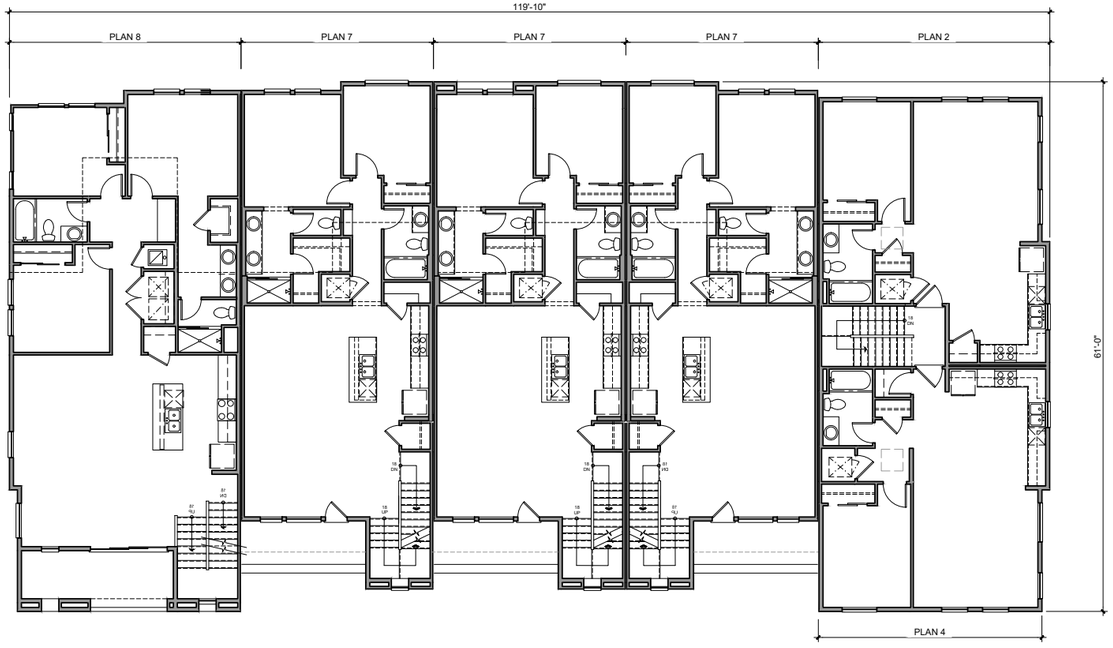
KEY BUILDING PLAN: 1/32" = 1'-0"



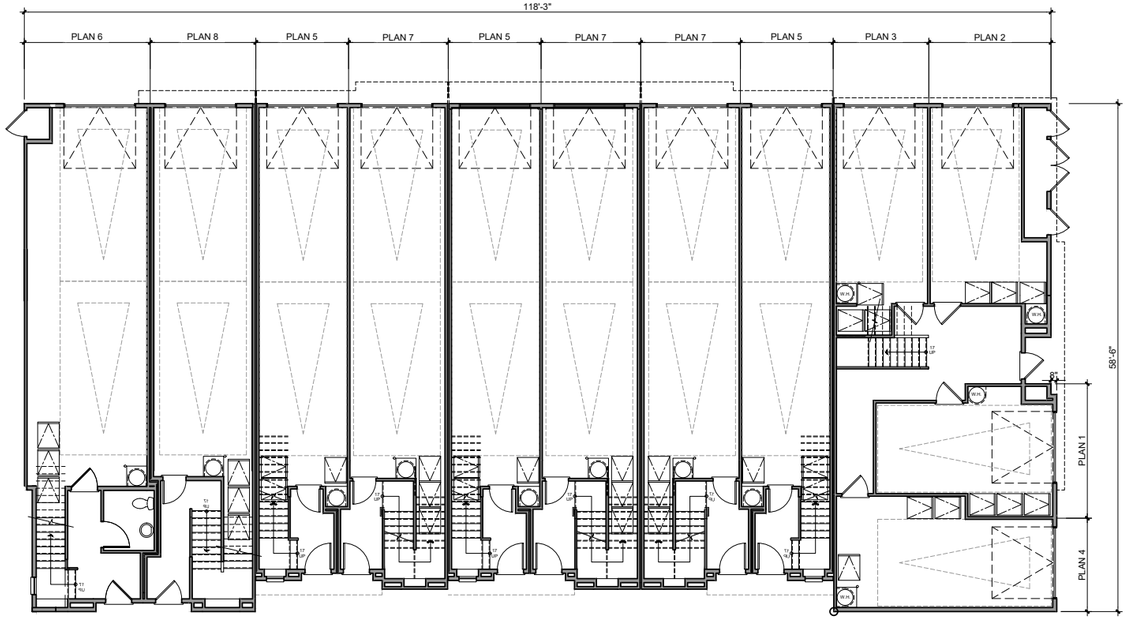
4TH FLOOR



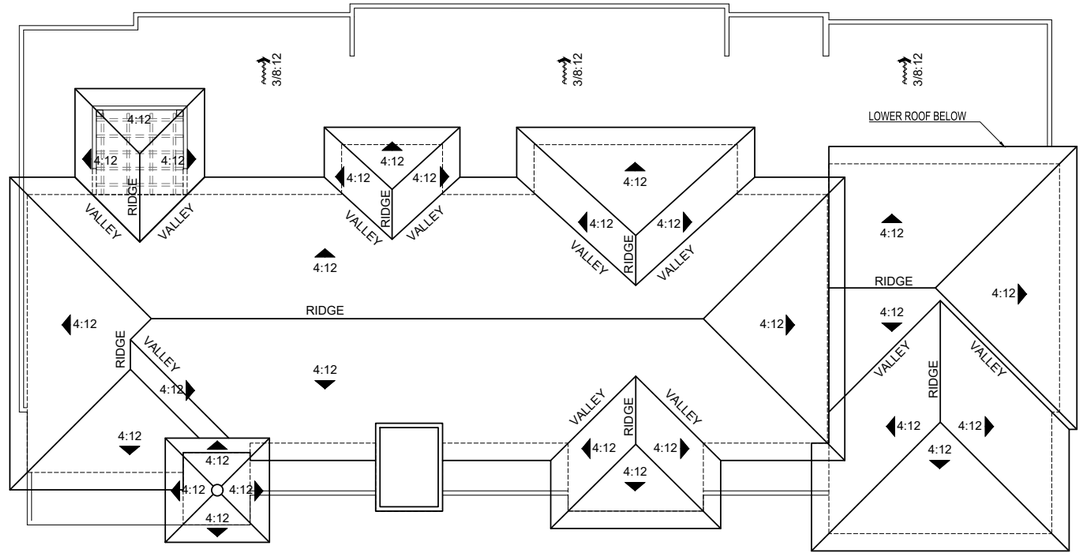
2ND FLOOR



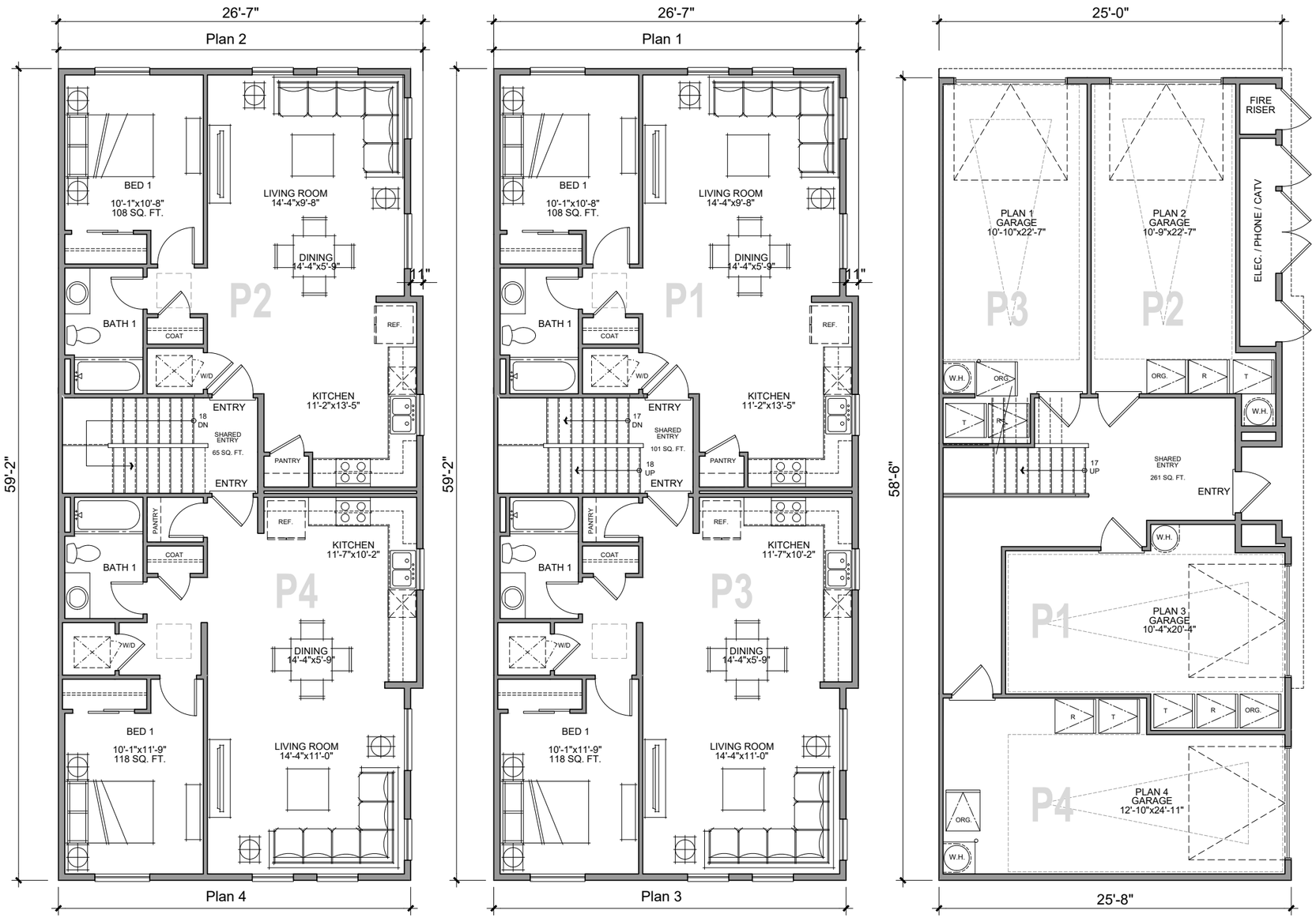
3RD FLOOR



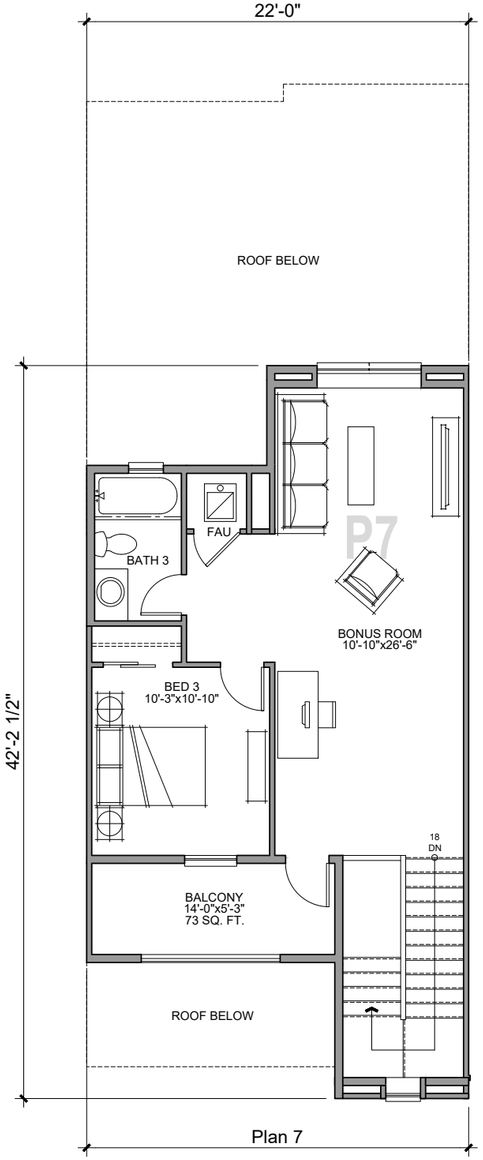
1ST FLOOR



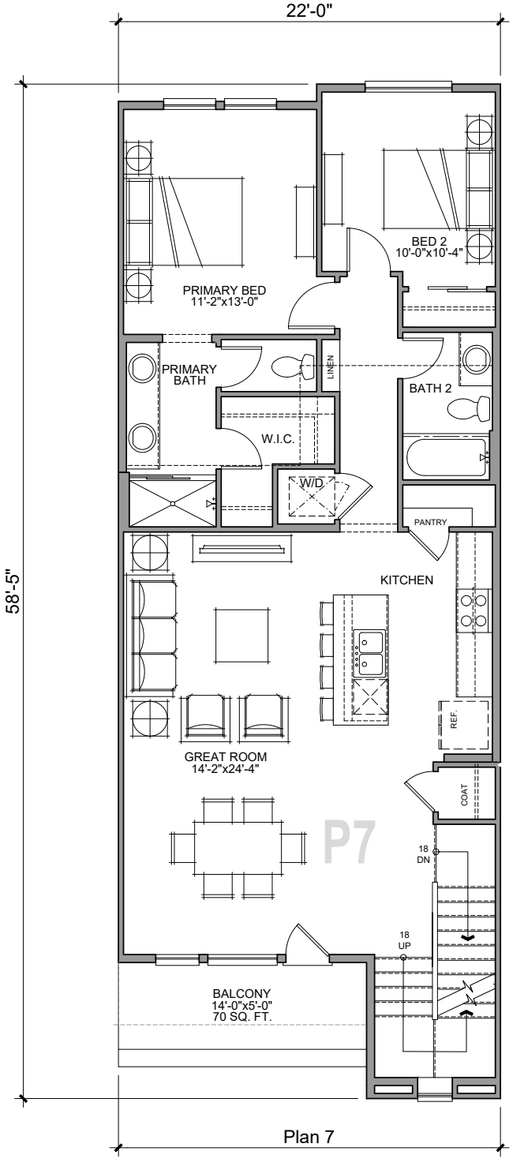
ROOF PLAN



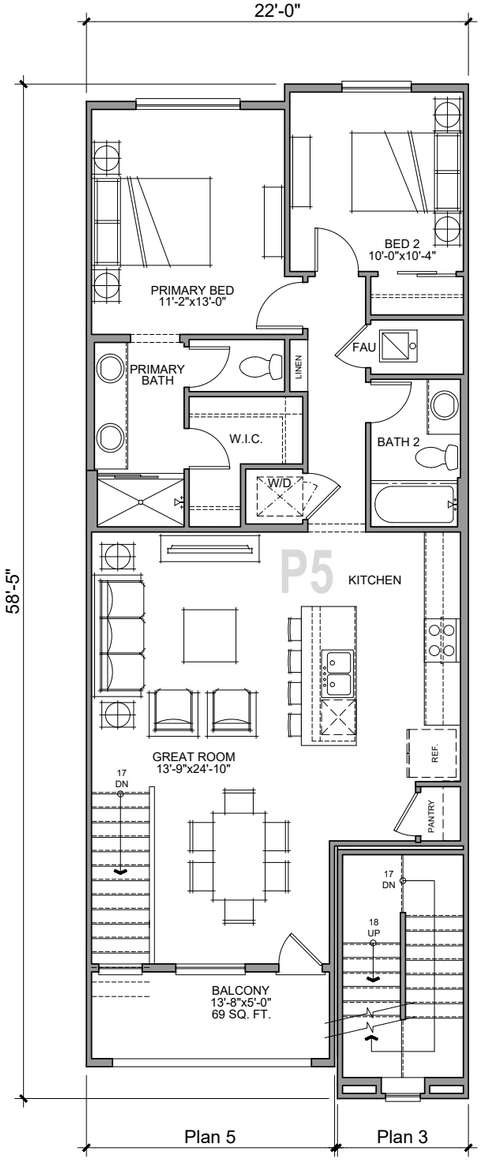
PLAN 4 (1 BED / 1 BATH) NET S.F.		PLAN 3 (1 BED / 1 BATH) NET S.F.		PLAN 2 (1 BED / 1 BATH) NET S.F.		PLAN 1 (1 BED / 1 BATH) NET S.F.	
FIRST FLOOR	0	FIRST FLOOR	0	FIRST FLOOR	0	FIRST FLOOR	0
SECOND FLOOR	0	SECOND FLOOR	691 SQ. FT.	SECOND FLOOR	0	SECOND FLOOR	655 SQ. FT.
THIRD FLOOR	691 SQ. FT.	THIRD FLOOR	0	THIRD FLOOR	655 SQ. FT.	THIRD FLOOR	0
TOTAL NET	**691 SQ. FT.**	**TOTAL NET**	**691 SQ. FT.**	**TOTAL NET**	**655 SQ. FT.**	**TOTAL NET**	**655 SQ. FT.**
GARAGE	*293 SQ. FT.*	GARAGE	*262 SQ. FT.*	GARAGE	*253 SQ. FT.*	GARAGE	*250 SQ. FT.*



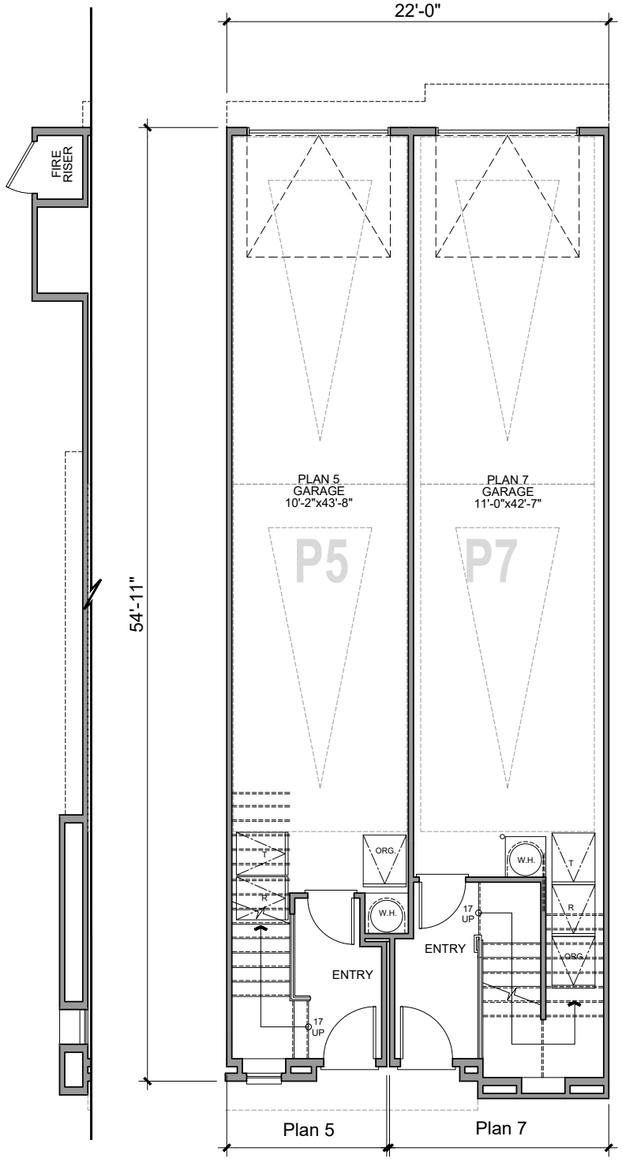
FOURTH FLOOR



THIRD FLOOR

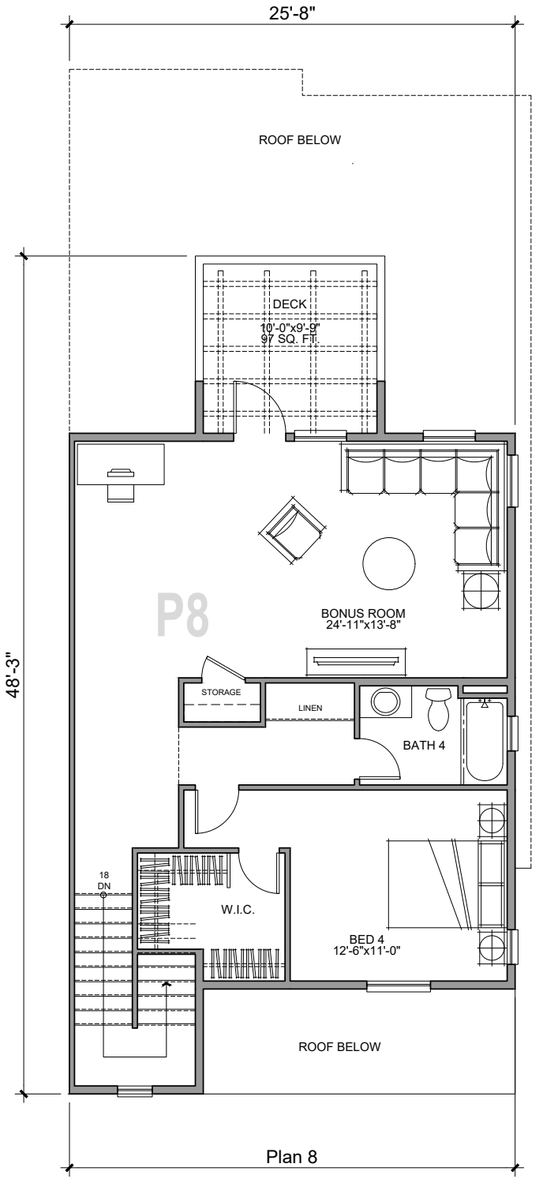


SECOND FLOOR

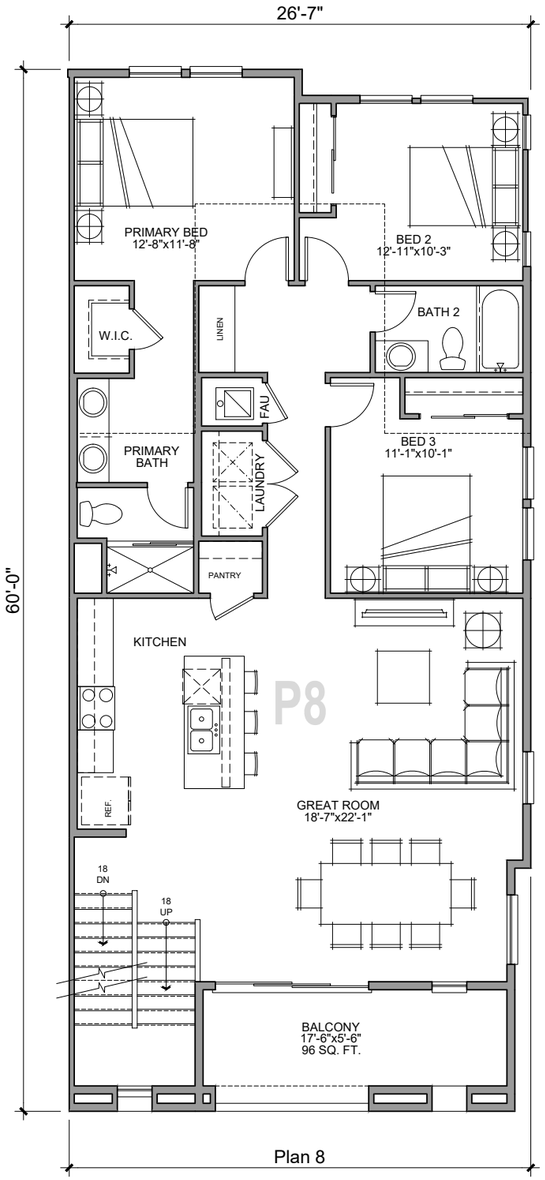


FIRST FLOOR

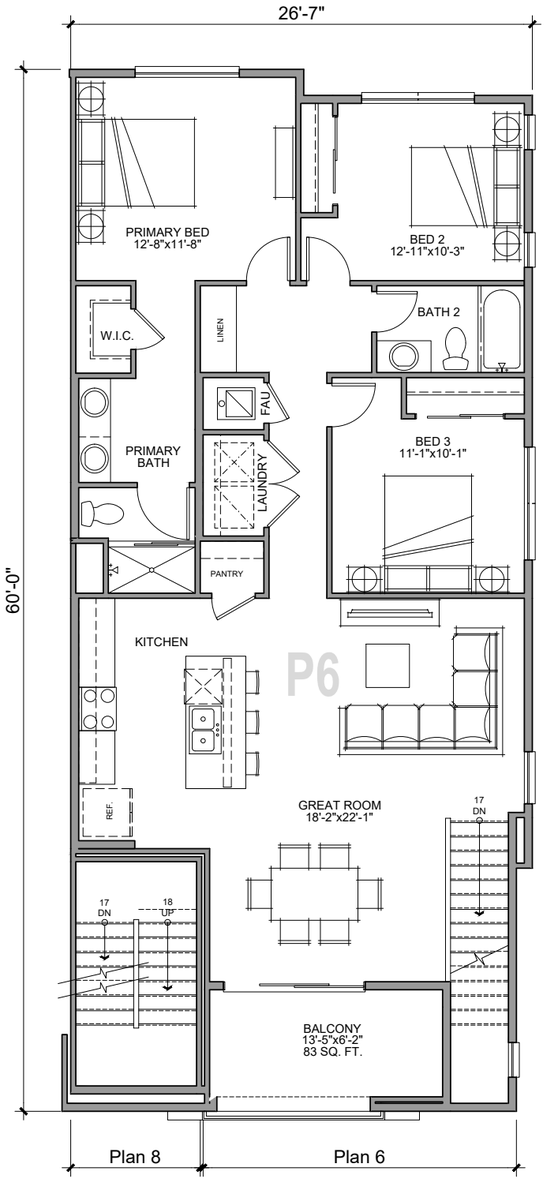
PLAN 7 (3 BED / 3 BATH) - NET SF		PLAN 5 (2 BED / 2 BATH) - NET SF	
FIRST FLOOR	128 SQ. FT.	FIRST FLOOR	99 SQ. FT.
SECOND FLOOR	89 SQ. FT.	SECOND FLOOR	969 SQ. FT.
THIRD FLOOR	1095 SQ. FT.	THIRD FLOOR	0
FOURTH FLOOR	524 SQ. FT.	FOURTH FLOOR	0
TOTAL NET	**1,836 SQ. FT.**	**TOTAL NET**	**1,068 SQ. FT.**
DECKS	*144 SQ. FT.*	*DECK*	*69 SQ. FT.*
GARAGE	*489 SQ. FT.*	*GARAGE*	*456 SQ. FT.*



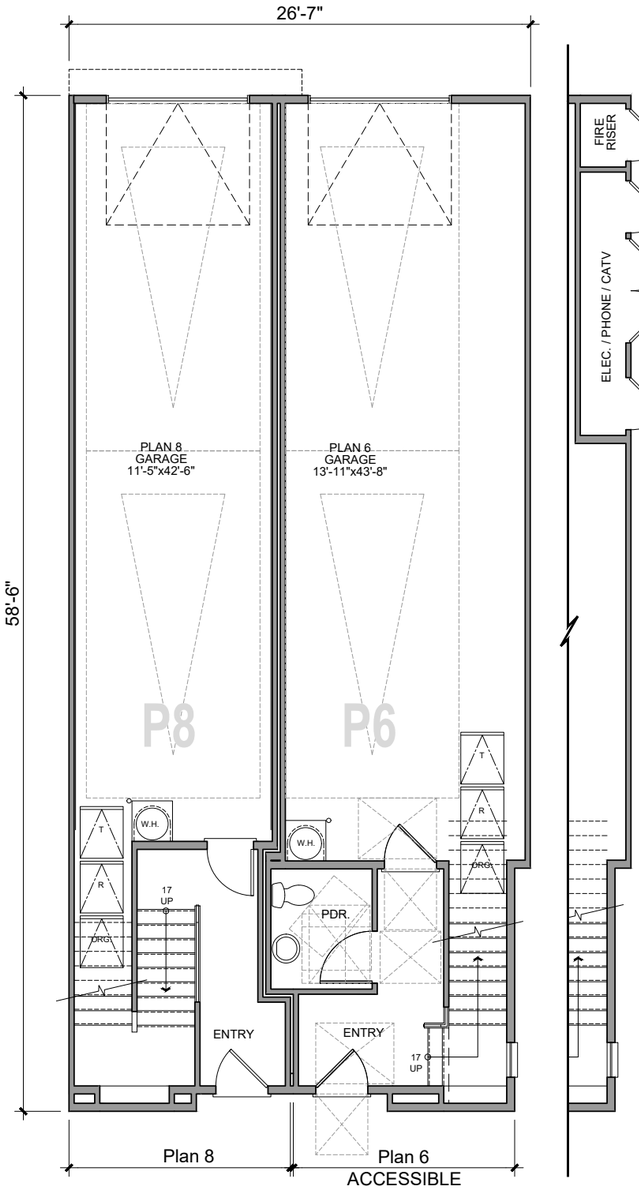
FOURTH FLOOR



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

PLAN 8 (4 BED / 3 BATH) - NET SF		PLAN 6 - ACCESSIBLE (3 BED / 2.5 BATH) - NET SF	
FIRST FLOOR	162 SQ. FT.	FIRST FLOOR	171 SQ. FT.
SECOND FLOOR	90 SQ. FT.	SECOND FLOOR	1271 SQ. FT.
THIRD FLOOR	1351 SQ. FT.	THIRD FLOOR	0
FOURTH FLOOR	750 SQ. FT.	FOURTH FLOOR	0
TOTAL NET	**2,353 SQ. FT.**	**TOTAL NET**	**1,442 SQ. FT.**
DECKS	*194 SQ. FT.*	DECK	*83 SQ. FT.*
GARAGE	*510 SQ. FT.*	GARAGE	*615 SQ. FT.*

COLOR SCHEME 1

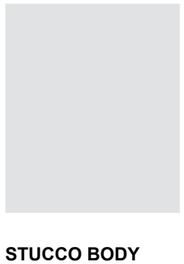


STONE VENEER
CORONADO STONE
Texas Rubble
Antique Cream



ROOF TILE
WESTLAKE - ROYAL
ROOFING SOLUTIONS
"S" TILE
OLD WORLD #2

VINYL WINDOW
Milgard
White



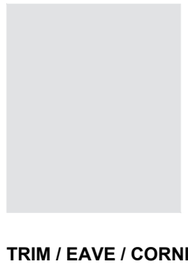
STUCCO BODY
SHERWIN-WILLIAMS
SW 6539
SOOTHING WHITE



ENTRY DOOR 1
SHERWIN-WILLIAMS
SW 7709
COPPER POT



ENTRY DOOR 2
SHERWIN-WILLIAMS
SW 6181
SECRET GARDEN



TRIM / EAVE / CORNICE
SHERWIN-WILLIAMS
SW 6539
SOOTHING WHITE



GARAGE DOOR 1
SHERWIN-WILLIAMS
SW 7017
DORIAN GREY



GARAGE DOOR 2
SHERWIN-WILLIAMS
SW 6181
SECRET GARDEN



MISC. METAL
SHERWIN-WILLIAMS
SW 7069
IRON ORE

COLOR SCHEME 2



STONE VENEER
CORONADO STONE
Texas Rubble
Cape Cod Grey



ROOF TILE
WESTLAKE - ROYAL
ROOFING SOLUTIONS
"S" TILE
OLD WORLD #2

VINYL WINDOW
Milgard
White



STUCCO BODY
SHERWIN-WILLIAMS
SW 6371
VANILLIN



ENTRY DOOR 1
SHERWIN-WILLIAMS
SW 6242
BRACING BLUE



ENTRY DOOR 2
SHERWIN-WILLIAMS
SW 9132
ACACIA HAZE



TRIM / EAVE / CORNICE
SHERWIN-WILLIAMS
SW 6371
VANILLIN



GARAGE DOOR 1
SHERWIN-WILLIAMS
SW 7018
DOVETAIL



GARAGE DOOR 2
SHERWIN-WILLIAMS
SW 0037
MORRIS ROOM GREY



MISC. METAL
SHERWIN-WILLIAMS
SW 7069
IRON ORE

TENTATIVE TRACT NO. 19343

FOR CONDOMINIUM PURPOSES

IN THE CITY OF ALISO VIEJO,
COUNTY OF ORANGE,
STATE OF CALIFORNIA

ABBREVIATIONS

APN	ASSESSOR'S PARCEL NUMBER	OCFA	ORANGE COUNTY FIRE AUTHORITY
BLDG	BUILDING	P/P	POWER POLE
BNDY	BOUNDARY	PPTY	PROPERTY
℄	CENTERLINE	PL	PROPERTY LINE
C&G	CURB AND GUTTER	PROP	PROPOSED
CF	CURB FACE	RCE	REGISTERED CIVIL ENGINEER
CONC	CONCRETE	RET	RETAINING
DW	DOMESTIC WATER	RW	RECLAIMED WATER
DWY	DRIVEWAY	R/W	RIGHT-OF-WAY
E	EAST	S	SOUTH
EG	EXISTING GRADE	SCE	SO CAL EDISON
ELEC	ELECTRICAL	SL	STREET LIGHT
E'LY	EASTERLY	S'LY	SOUTHERLY
ESMT	EASEMENT	SD	STORM DRAIN
EX	EXISTING	STD.	STANDARD
FG	FINISHED GRADE	SWR	SANITARY SEWER
FT	FEET	ST	STREET
HSCP	HARDSCAPE	SWLK	SIDEWALK
LL	LOT LINE	TEL	TELEPHONE
LSCP	LANDSCAPE	TM	TRACT MAP
MH	MANHOLE	TR	TRACT
MIN	MINIMUM	TYP.	TYPICAL
N'LY	NORTHERLY	W'LY	WESTERLY
NO	NUMBER		

BENCHMARK

ORANGE COUNTY VERTICAL CONTROL BENCHMARK DESIGNATION: 3X-61-91
DESCRIPTION: DESCRIBED BY OCS 2003 - FOUND 3-3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "3X-61-91", SET IN THE TOP OF A CONCRETE HEADWALL.
MONUMENT IS LOCATED IN THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF ALISO CREEK ROAD AND ALICIA PARKWAY, 68 FT. SOUTHERLY OF THE CENTERLINE OF ALISO CREEK ROAD AND 93 FT. WESTERLY OF THE CENTERLINE OF ALICIA PARKWAY.

NAVD88 ELEVATION = 176.288 1991 (USED FOR THIS PROJECT)

{NGVD29 ELEVATION = 173.953 1991}

BASIS OF BEARINGS

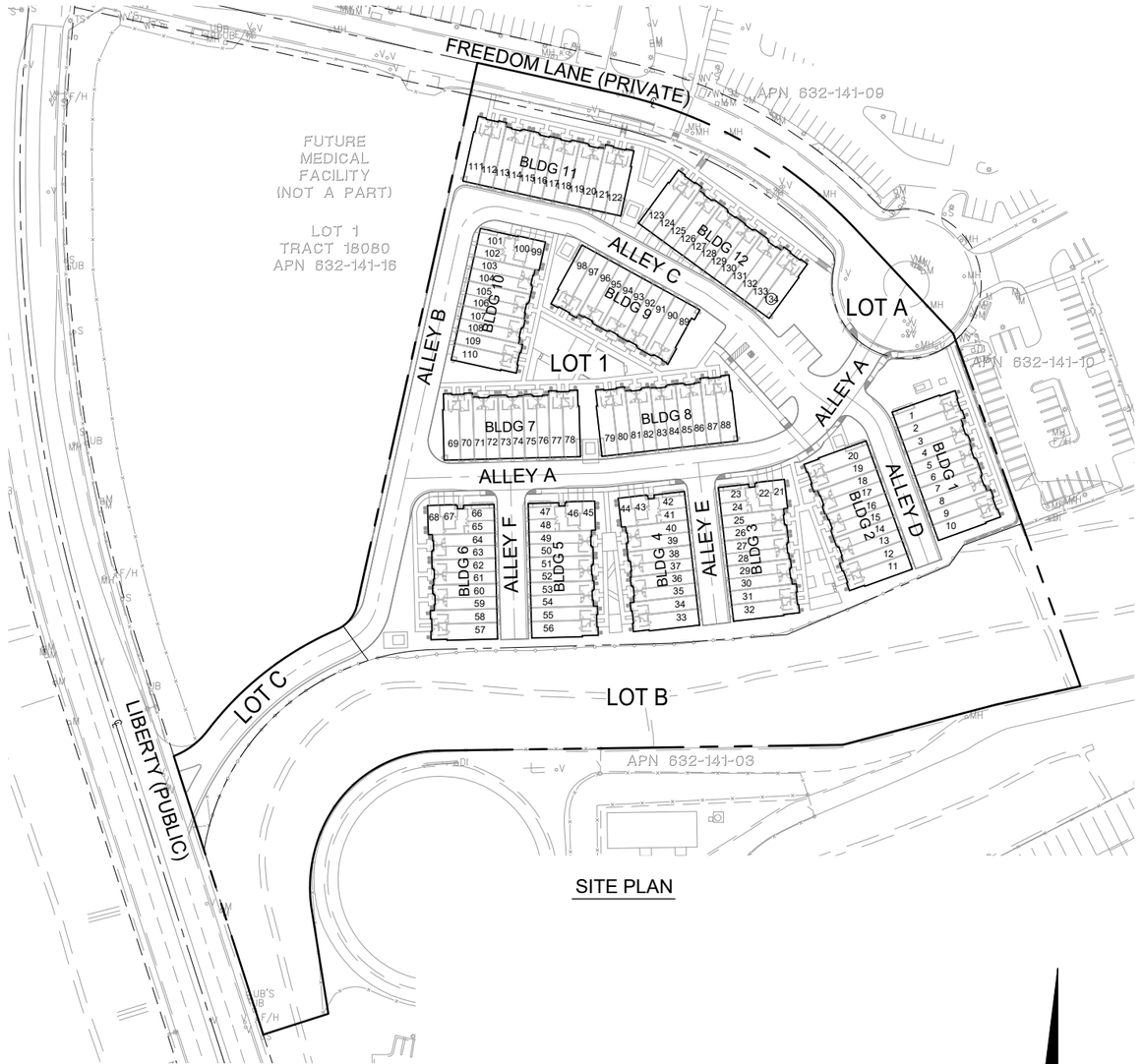
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS: "AF9686 BILL BILL GRM", AND "DG9736 P474 FALLBROOK_CS3004 CORS GRP", NAD83 (NSRS2011) EPOCH 2010.00.

ZONING

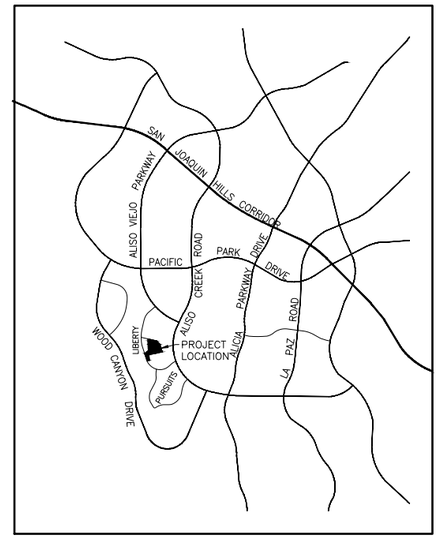
EXISTING ZONING:	BP-1/RVH
	BUSINESS PARK 1/ RESIDENTIAL VERY HIGH DENSITY
EXISTING LAND USE:	VACANT, UNDEVELOPED
PROPOSED LAND USE:	HIGH DENSITY RESIDENTIAL
PROPOSED DENSITY (WITHIN LOT 1):	30.3 DU/AC
UNIT PARKING:	248
GUEST:	12
TOTAL PARKING:	260

TENTATIVE TRACT MAP SUMMARY

NUMBERED LOTS:	1 LOT
LETTERED LOTS:	3 LOTS
TOTAL AREA GROSS:	7.06 AC
TOTAL AREA NET:	7.06 AC
TOTAL AREA TO BE DEDICATED:	0 AC
TOTAL AREA FOR NUMBERED LOTS:	4.41 AC
TOTAL AREA FOR LETTERED LOTS:	2.65 AC
TOTAL DWELLING UNITS:	134
DETACHED UNITS:	0
ATTACHED UNITS:	134
RESIDENTIAL BUILDING SITE COVERAGE:	43%



SITE PLAN



VICINITY MAP

OWNER

TDC ALISO VIEJO PARTNERS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

DEVELOPER

MERITAGE HOMES
5 PETERS CANYON ROAD
IRVINE, CA 92606
PH: 949.299.3824

CONTACT: DANNY HINOJOSA
EMAIL: DANNY.HINOJOSA@MERITAGEHOMES.COM
PH: 310.741.0336

CIVIL ENGINEER

X ENGINEERING & CONSULTING
6 HUTTON CENTRE DR., SUITE 650
SANTA ANA, CA 92707
PH: 949.522.7100

CONTACT: ERIC LISSNER, PE

GEOTECHNICAL ENGINEER

SA GEOTECHNICAL
1000 NORTH COAST HIGHWAY SUITE 10
LAGUNA BEACH, CALIFORNIA 92651
PH: 949.403.7229

CONTACT: REZA SABERI, GE

ASSESSOR'S PARCEL NUMBER

632-141-12, 632-141-13, 632-141-14, 632-141-15

LEGAL DESCRIPTION

LOTS 2, 3, 4 AND 5, INCLUSIVE, AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT MAP NO. 18080", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA ON NOVEMBER 07, 2016, IN BOOK 961, PAGES 18-22.

ADDRESS

400-700 FREEDOM LANE, ALISO VIEJO, CALIFRONIA

1ST SUBMITTAL - 10/21/2024

LOT SUMMARY

LOT #	Area (SF)	Area (AC)	TYPE
LOT 1	192,235	4.41	RESIDENTIAL
LOT A	17,296	0.40	PRIVATE STREET
LOT B	90,287	2.07	OPEN SPACE
LOT C	7,893	0.18	PRIVATE STREET

SHEET INDEX

C-1 - TITLE SHEET
C-2 - EXISTING CONDITIONS
C-3 - TENTATIVE TRACT MAP
C-4 - TENTATIVE TRACT MAP
C-5 - SECTIONS
C-6 - CONCEPTUAL GRADING PLAN
C-7 - CONCEPTUAL UTILITY PLAN
C-8 - FIRE ACCESS SITE PLAN

LEGEND

TRACT BOUNDARY
LOT LINE
RIGHT-OF-WAY
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING WATER
PROPOSED WATER
EXISTING SEWER
PROPOSED SEWER
EXISTING STORM DRAIN
PROPOSED STORM DRAIN

UTILITIES

WATER:	MOULTON NIGUEL WATER DISTRICT	(949) 831-2500
SEWER:	MOULTON NIGUEL WATER DISTRICT	(949) 831-2500
TELEPHONE:	AT&T	(949) 440-6610
	COX COMMUNICATIONS	(949) 546-2000
NATURAL GAS:	SOUTHERN CALIFORNIA GAS COMPANY	(800) 427-2200
ELECTRICAL:	SOUTHERN CALIFORNIA EDISON CO.	(800) 655-4555
FIRE PROTECTION:	ORANGE COUNTY FIRE AUTHORITY	(714) 573-6000

60' 0' 30' 60'
SCALE: 1" = 60'

PREPARED BY:

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE: AS SHOWN	TITLE SHEET
DESIGNED BY: DS, DA, RR	TENTATIVE TRACT MAP 19343
DRAWN BY: DS, DA	CITY OF ALISO VIEJO, CALIFORNIA
CHECKED BY: EL	SHEET C-1 OF 8

D:\Projects\Entitlement\TTM\117-011-1to50.dwg Plotted At: October 16, 2024 7:35 AM Last Saved By: dsnelsnog Last Saved At: October 16, 2024 7:31 AM



EXISTING EASEMENTS

(1) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF TRACT NO. 13639 RECORDED DECEMBER 19, 1989 AND ON FILE IN BOOK 650, AGE 20–22, OF TRACT MAPS FOR LANDSCAPE, MAINTENANCE AND INCIDENTAL PURPOSES, TO REMAIN.

(2) THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE MISSION VIEJO COMMUNITY REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED JULY 14, 1992 AS INSTRUMENT NO. 92–471462 OF OFFICIAL RECORDS, TO REMAIN.

(3) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP NO. 2015–100 RECORDED FEBRUARY 26, 2016 AND ON FILE IN BOOK 385, PAGE 22–24, OF PARCEL MAPS FOR RECIPROCAL ACCESS, PUBLIC UTILITY AND INCIDENTAL PURPOSES, TO REMAIN.

(4) COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED FEBRUARY 29, 2016 AS INSTRUMENT NO. 2016000081845 OF OFFICIAL RECORDS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS, TO REMAIN.

(5) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF TRACT MAP NO. 18080 RECORDED NOVEMBER 07, 2016 AND ON FILE IN BOOK 961, PAGE 18–22, OF TRACT MAPS FOR RECIPROCAL ACCESS, PUBLIC UTILITY AND INCIDENTAL PURPOSES, TO REMAIN.

(6) COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED NOVEMBER 15, 2016 AS INSTRUMENT NO. 2016–576314 OF OFFICIAL RECORDS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

PLOTTED EASEMENTS SUMMARIZED BELOW:

PRIVATE STORM DRAIN EASEMENT TO BE PARTIALLY QUITCLAIMED.

DOMESTIC WATER LOOP EASEMENT TO BE PARTIALLY QUITCLAIMED.

ACCESS EASEMENT TO BE PARTIALLY QUITCLAIMED.

TEMPORARY CONSTRUCTION EASEMENT TO BE QUITCLAIMED.

(7) AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS FOR DISTRIBUTING ELECTRICAL ENERGY AND FOR TRANSMITTING INTELLIGENCE, DATA AND/OR COMMUNICATIONS AND INCIDENTAL PURPOSES, RECORDED MAY 09, 2018 AS INSTRUMENT NO. 2018000168251 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, PORTION OF WHICH TO BE QUITCLAIMED.

1ST SUBMITTAL - 10/21/2024

PREPARED BY:

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER — ERIC L. LISSNER — NO. 84264 — CIVIL — STATE OF CALIFORNIA

SCALE:	AS SHOWN
DESIGNED BY:	DS, DA, RR
DRAWN BY:	DS, DA
CHECKED BY:	EL

EXISTING CONDITIONS

TENTATIVE TRACT MAP 19343

CITY OF ALISO VIEJO, CALIFORNIA

SHEET C-2 OF 8

(011\Plans\Entitlement\TTM\117-011-ttm02ex.dwg Plotted At: October 16, 2024 7:59 AM Last Saved By: dsvitavsky Last Saved At: October 16, 2024 7:57 AM



EXISTING EASEMENTS TO REMAIN

(1) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF TRACT NO. 13639 RECORDED DECEMBER 19, 1989 AND ON FILE IN BOOK 650, AGE 20–22, OF TRACT MAPS FOR LANDSCAPE, MAINTENANCE AND INCIDENTAL PURPOSES, TO REMAIN.

(2) THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE MISSION VIEJO COMMUNITY REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED JULY 14, 1992 AS INSTRUMENT NO. 92–471462 OF OFFICIAL RECORDS, TO REMAIN.

(3) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP NO. 2015–100 RECORDED FEBRUARY 26, 2016 AND ON FILE IN BOOK 385, PAGE 22–24, OF PARCEL MAPS FOR RECIPROCAL ACCESS, PUBLIC UTILITY AND INCIDENTAL PURPOSES, TO REMAIN.

(4) COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED FEBRUARY 29, 2016 AS INSTRUMENT NO. 2016000081845 OF OFFICIAL RECORDS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS, TO REMAIN.

(5) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF TRACT MAP NO. 18080 RECORDED NOVEMBER 07, 2016 AND ON FILE IN BOOK 961, PAGE 18–22, OF TRACT MAPS FOR RECIPROCAL ACCESS, PUBLIC UTILITY AND INCIDENTAL PURPOSES, TO REMAIN.

(6) COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED NOVEMBER 15, 2016 AS INSTRUMENT NO. 2016–576314 OF OFFICIAL RECORDS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

PLOTTED EASEMENTS SUMMARIZED BELOW:

PRIVATE STORM DRAIN EASEMENT TO BE PARTIALLY QUITCLAIMED.

DOMESTIC WATER LOOP EASEMENT TO BE PARTIALLY QUITCLAIMED.

ACCESS EASEMENT TO BE PARTIALLY QUITCLAIMED.

TEMPORARY CONSTRUCTION EASEMENT TO BE QUITCLAIMED.

(7) AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS FOR DISTRIBUTING ELECTRICAL ENERGY AND FOR TRANSMITTING INTELLIGENCE, DATA AND/OR COMMUNICATIONS AND INCIDENTAL PURPOSES, RECORDED MAY 09, 2018 AS INSTRUMENT NO. 2018000168251 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, PORTION OF WHICH TO BE QUITCLAIMED.

PROPOSED EASEMENTS

[1] EASEMENT FOR WATER UTILITIES AND INCIDENTAL PURPOSES DEDICATED TO THE MOULTON NIGUEL WATER DISTRICT

[2] EASEMENT FOR ELECTRICAL UTILITIES AND INCIDENTAL PURPOSES DEDICATED TO SOUTHERN CALIFORNIA EDISON

LEGEND

PORTION OF EASEMENT TO BE QUITCLAIMED

30' 0' 15' 30'
SCALE: 1" = 30'

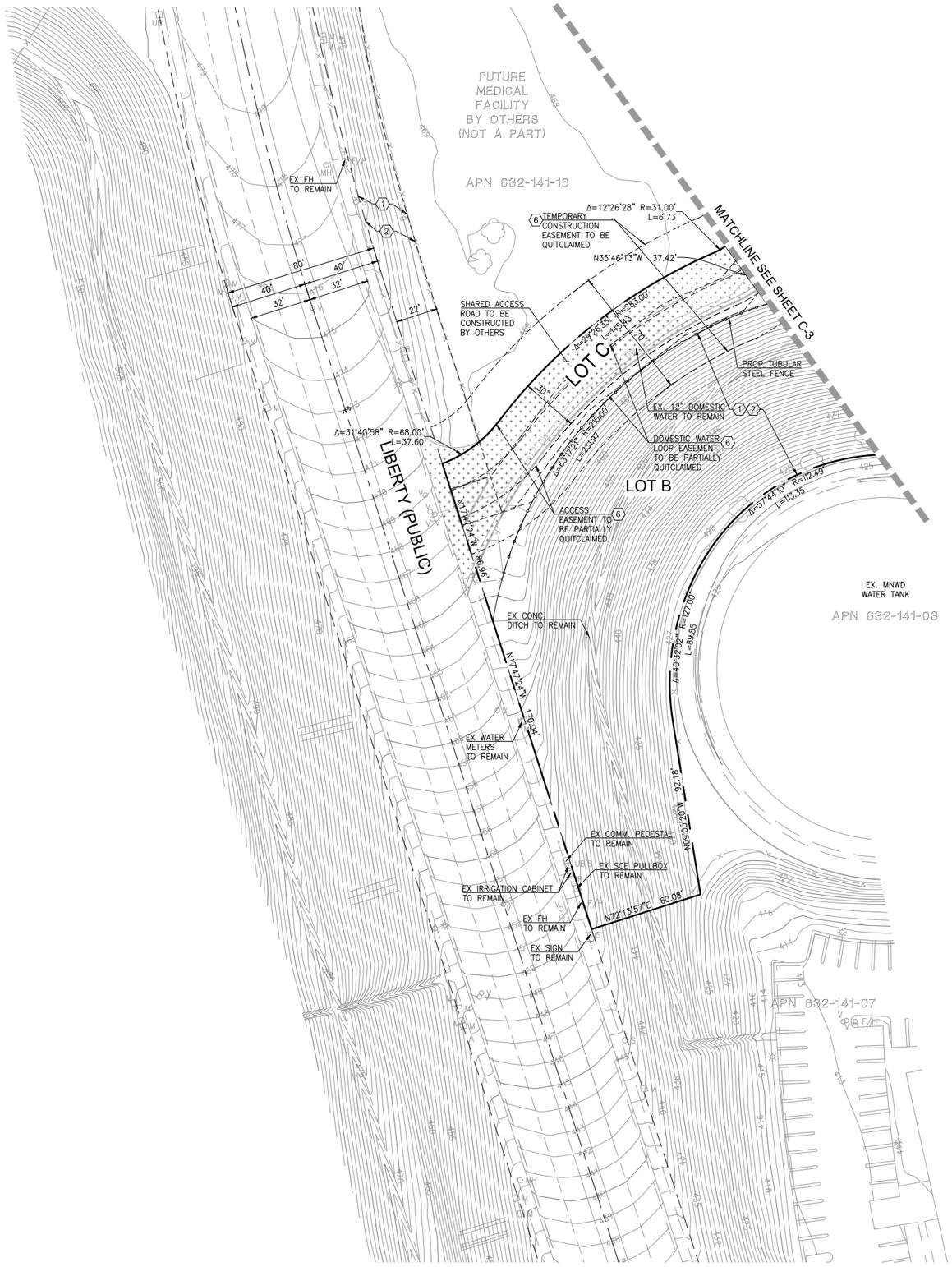
1ST SUBMITTAL - 10/21/2024

PREPARED BY:
X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE: AS SHOWN	TENTATIVE TRACT MAP
DESIGNED BY: DS, DA, RR	TENTATIVE TRACT MAP 19343
DRAWN BY: DS, DA	CITY OF ALISO VIEJO, CALIFORNIA
CHECKED BY: EL	SHEET C-3 OF 8

011\Plans\Entitlement\TM\117-011-tm03.dwg Plotted At: October 16, 2024 7:35 AM Last Saved By: dsvitavsky Last Saved At: October 16, 2024 7:31 AM



EXISTING EASEMENTS TO REMAIN

(1) AN EASEMENT SHOWN OR DEDICATED ON THE MAP OF TRACT NO. 13639 RECORDED DECEMBER 19, 1989 AND ON FILE IN BOOK 650, AGE 20-22, OF TRACT MAPS FOR LANDSCAPE, MAINTENANCE AND INCIDENTAL PURPOSES, TO REMAIN.

(2) THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE MISSION VIEJO COMMUNITY REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED JULY 14, 1992 AS INSTRUMENT NO. 92-471462 OF OFFICIAL RECORDS, TO REMAIN.

(6) COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED NOVEMBER 15, 2016 AS INSTRUMENT NO. 2016-576314 OF OFFICIAL RECORDS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

PLOTTED EASEMENTS SUMMARIZED BELOW:

PRIVATE STORM DRAIN EASEMENT TO BE PARTIALLY QUITCLAIMED.

DOMESTIC WATER LOOP EASEMENT TO BE PARTIALLY QUITCLAIMED.

ACCESS EASEMENT TO BE PARTIALLY QUITCLAIMED.

TEMPORARY CONSTRUCTION EASEMENT TO BE QUITCLAIMED.

LEGEND

LIMITS OF SHARED ACCESS ROAD TO BE CONSTRUCTED BY OTHERS

N

30' 0' 15' 30'

SCALE: 1" = 30'

1ST SUBMITTAL - 10/21/2024

PREPARED BY:

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE:	AS SHOWN
DESIGNED BY:	DS, DA, RR
DRAWN BY:	DS, DA
CHECKED BY:	EL

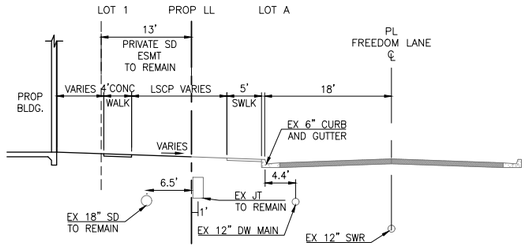
TENTATIVE TRACT MAP

TENTATIVE TRACT MAP 19343

CITY OF ALISO VIEJO, CALIFORNIA

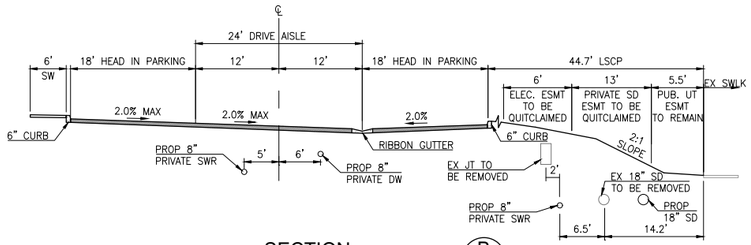
SHEET C-4 OF 8

(D:\1 Work Folders\Entitlement\TTM\117-011-HomeMtn.dwg Plotted At: October 16, 2024 7:38 AM Last Saved By: dsvidanovic Last Saved At: October 16, 2024 7:31 AM



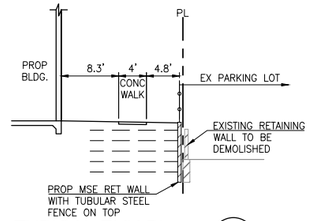
TYPICAL NL'Y PL — A/5

SCALE: NTS



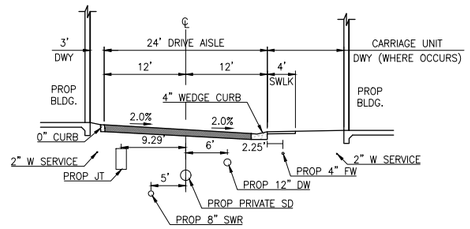
SECTION — B/5

SCALE: NTS



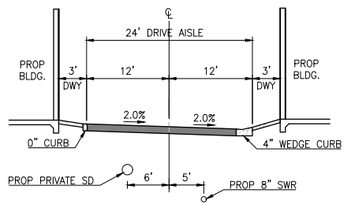
TYPICAL EL'Y PL — C/5

SCALE: NTS



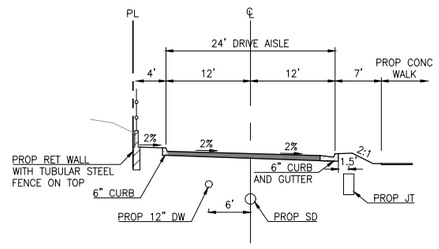
ALLEY A — D/5

SCALE: NTS



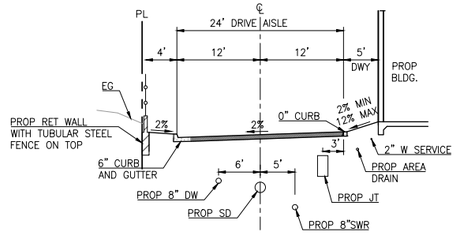
TYPICAL ALLEY — E/5

SCALE: NTS



ALLEY B — F/5

SCALE: NTS



ALLEY B — G/5

SCALE: NTS

1ST SUBMITTAL - 10/21/2024

PREPARED BY:

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER ERIC LISSER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE: AS SHOWN	SECTIONS
DESIGNED BY: DS, DA, RR	TENTATIVE TRACT MAP 19343
DRAWN BY: DS, DA	CITY OF ALISO VIEJO, CALIFORNIA
CHECKED BY: EL	SHEET C-5 OF 8

(01) \Plans \Entitlement \TTM \177-01--ttm05xs.dwg Plotted At: October 16, 2024 - 7:36 AM Last Saved By: davidarroyo Last Saved At: October 16, 2024 - 7:31 AM



LEGEND

	TRACT BOUNDARY
	STREET CENTERLINE
	PROPOSED DAYLIGHT
	TOP OF SLOPE
	TOE OF SLOPE
W	PROPOSED DOMESTIC WATER
SD	PROPOSED STORM DRAIN
S	PROPOSED SANITARY SEWER
100	PROPOSED ELEVATION
100	EXISTING ELEVATION
GB GB	PROPOSED GRADE BREAK
	PROPOSED CHANGE IN SLAB ELEVATION
ACC	INDICATES ACCESSIBLE UNIT

30' 0' 15' 30'
SCALE: 1" = 30'

1ST SUBMITTAL - 10/21/2024

PREPARED BY:
X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE:	AS SHOWN
DESIGNED BY:	DS, DA, RR
DRAWN BY:	DS, DA
CHECKED BY:	EL

CONCEPTUAL GRADING PLAN

TENTATIVE TRACT MAP 19343
CITY OF ALISO VIEJO, CALIFORNIA

SHEET C-6 OF 8

(01) Work\Entitlement\TTM\177-011-Hon06grd.dwg Plotted At: October 16, 2024 7:36 AM Last Saved By: davidsnoji Last Saved At: October 16, 2024 7:31 AM



LEGEND

- PROPERTY BOUNDARY
- STREET CENTER LINE
- EXISTING POTABLE WATER
- EXISTING RECLAIMED WATER
- EXISTING SEWER
- EXISTING STORM DRAIN
- PROPOSED PUBLIC DOMESTIC WATER
- PROPOSED DOMESTIC WATER SERVICE (PRIVATE)
- PROPOSED FIRE WATER (PRIVATE)
- PROPOSED SEWER (PRIVATE)
- PROPOSED STORM DRAIN (PRIVATE)
- PROPOSED MODULAR WETLANDS SYSTEM
- PROPOSED DETENTION SYSTEM
- PROPOSED DW METER AND BACKFLOW
- PROPOSED FIRE HYDRANT
- PROPOSED FDC
- PROPOSED PIV
- PROPOSED DCDA
- PROPOSED CATCH BASIN
- PROPOSED TRANSFORMER

N

30' 0' 15' 30'

SCALE: 1" = 30'

1ST SUBMITTAL - 10/21/2024

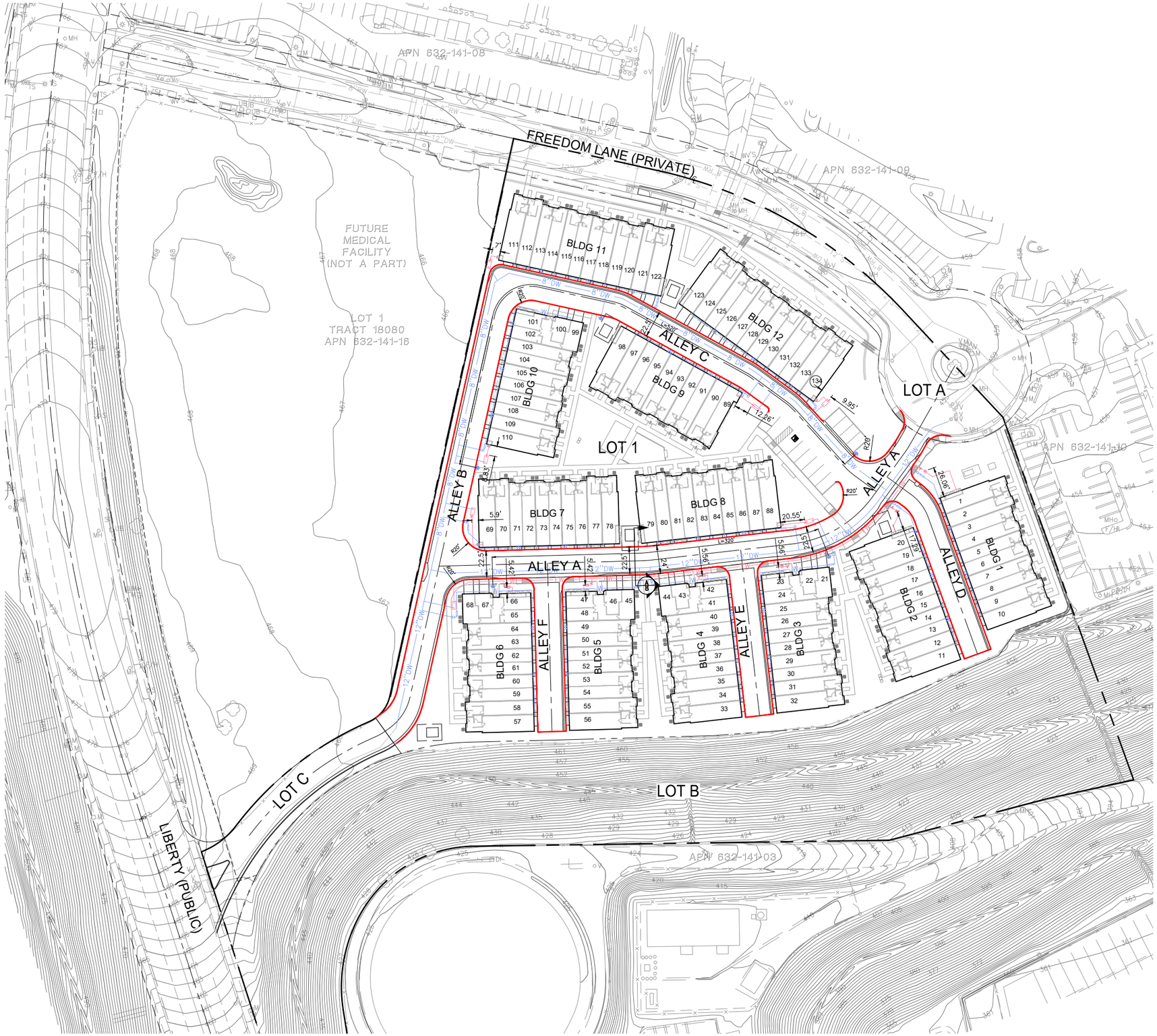
PREPARED BY:

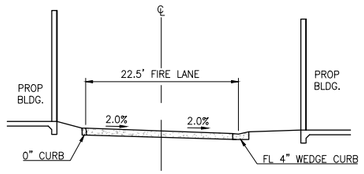
X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE: AS SHOWN	CONCEPTUAL UTILITY PLAN
DESIGNED BY: DS, DA, RR	TENTATIVE TRACT MAP 19343
DRAWN BY: DS, DA	CITY OF ALISO VIEJO, CALIFORNIA
CHECKED BY: EL	SHEET C-7 OF 8

011\Plans\Entitlement\TTM\117-011-tmtr01.dwg Plotted At: October 16, 2024 7:36 AM Last Saved By: dsvidovic Last Saved At: October 16, 2024 7:31 AM





SECTION A — NTS — A / 8

LEGEND

- PROPERTY BOUNDARY
- ROAD CENTERLINE
- PROPOSED PRIVATE FIRE WATER
- PROPOSED PUBLIC DOMESTIC WATER
- PROPOSED PUBLIC FIRE HYDRANT
- PROPOSED FDC
- PROPOSED PIV
- CURBS AND AREAS DESIGNATED TO BE NO PARKING

NOTES

1. BUILDING CONSTRUCTION TYPE: V-A
2. ANTICIPATED SPRINKLER TYPE: NFPA 13R

N

40' 0' 20' 40'

SCALE: 1" = 40'

1ST SUBMITTAL - 10/21/2024

PREPARED BY:

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER — ERIC LISSNER — NO. 84264 — CIVIL — STATE OF CALIFORNIA

SCALE:	AS SHOWN
DESIGNED BY:	DS, DA, RR
DRAWN BY:	DS, DA
CHECKED BY:	EL

FIRE ACCESS SITE PLAN

TENTATIVE TRACT MAP 19343

CITY OF ALISO VIEJO, CALIFORNIA

SHEET C-8 OF 8

J:\011\Plans\Entitlement\TTM\17-011-ttm08fp.dwg Plotted At: October 16, 2024 7:37 AM Last Saved By: dandurand Last Saved At: October 16, 2024 7:37 AM



LEGEND

1. Project Entry with Enhanced Paving
2. Concrete Sidewalk
3. Open Space (Refer to L-2)
   - Lawn
   - BBQ Grill
   - Overhead Shade Structure
   - Picnic Table and Chairs
   - Tot Lot
4. Green Paseo with Social Seating Area
5. Pocket Park
6. Accent Tree
7. Tall Hedge Planting to Screen Utilities, Parking Space and AC Units
8. Vine Planting to Screen Wall/Fence
9. Mailbox Cluster
10. Transformer
11. Retaining Wall (Refer to L-3)
12. Perimeter Fence (Refer to L-3)
13. Existing Landscape to Remain
14. Property Line

Residential Common Area

Common Area Provided: 59,330 sqft (30.6%)

Building Site Area: 193,544 sqft

Minimum Parking Lot Landscaping

Parking Area at Entry: 2,109 sqft - (12) Stalls

Parking Lot Landscaping Area: 1,343 sqft (39%)

MLC Holdings, Inc.

FREEDOM LANE - CONCEPTUAL LANDSCAPE SITE PLAN

ALISO VIEJO, CA

0 16' 32' 64'

Scale: 1/32" = 1'-0"

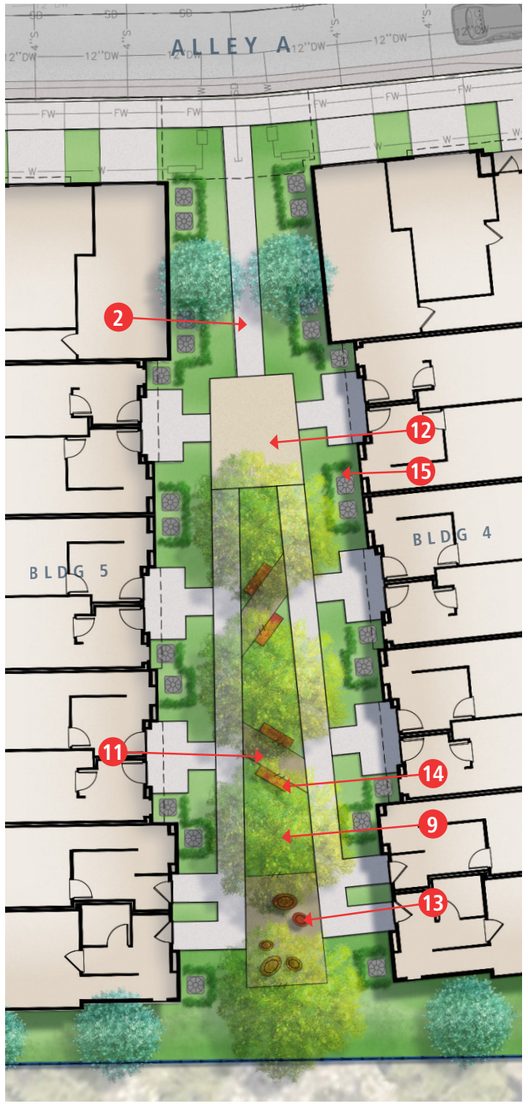
10.14.24

L-1

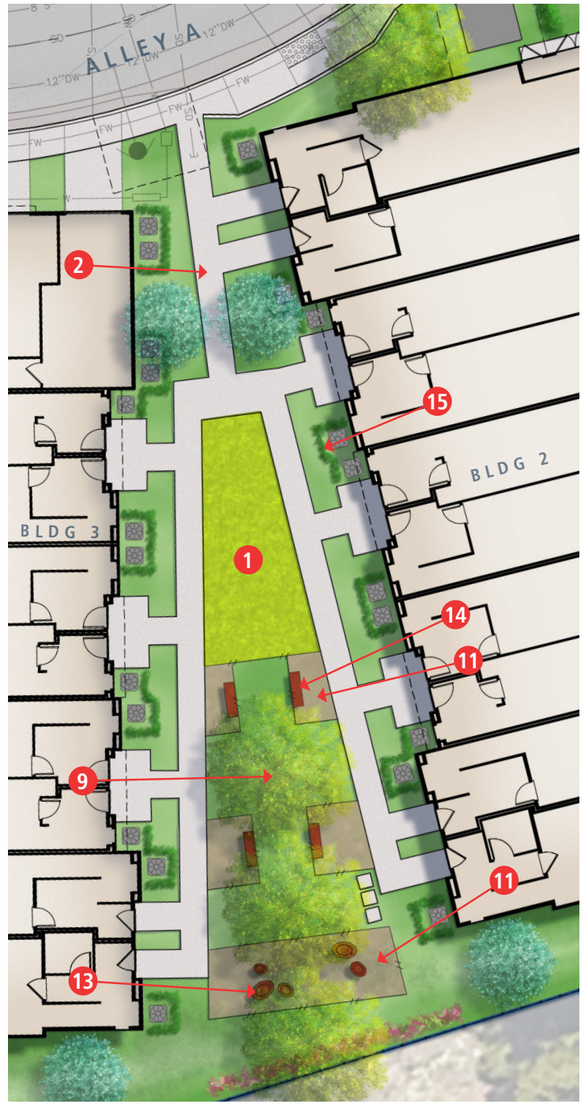
C2 Collaborative



OPEN SPACE



GREEN PASEO A

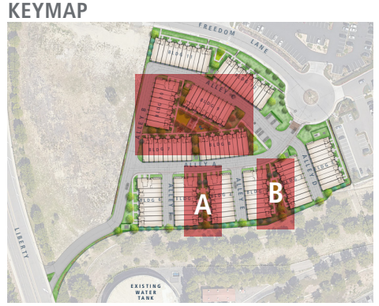


GREEN PASEO B

LEGEND

1. Lawn
2. Concrete Walk
3. BBQ Counter
4. Overhead Shade Structure with Enhanced Paving
5. Picnic Table
6. Bench
7. Play Equipment with Play Safety Surface
8. Accent Tree
9. Shade Tree
10. Group Seating Area
11. DG Paving
12. Enhanced Paving
13. Pebble Seating
14. Concrete Bench
15. AC Screening Hedge

KEYMAP



MLC Holdings, Inc.

FREEDOM LANE - CONCEPTUAL OPEN SPACE ENLARGEMENT PLAN

ALISO VIEJO, CA

0 5' 10' 20'
Scale: 1" = 10'-0"

10.14.24 L-2

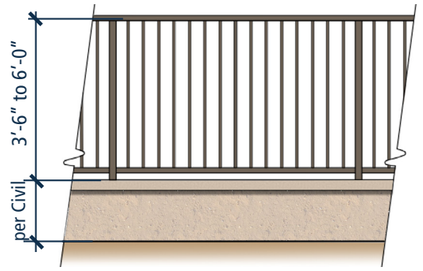
C2 Collaborative



LEGEND

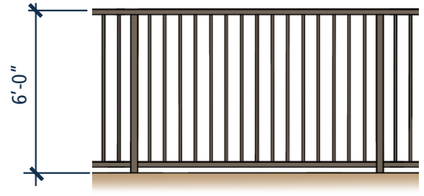
Retaining Wall with Tubular Steel Fence

Perimeter Fence



- Stucco finish with precast concrete cap
- Color to match architecture
- Tubular steel fence
- Paint Color: SW7048 Urbane Bronze or equal

Retaining Wall with Tubular Steel Fence



- Tubular steel
- Paint Color: SW7048 Urbane Bronze or equal

Perimeter Fence

MLC Holdings, Inc.

FREEDOM LANE - CONCEPTUAL WALL AND FENCE PLAN AND DETAILS

ALISO VIEJO, CA

0 16' 32' 64'

Scale: 1/32"= 1'-0"

10.14.24

L-3

C2 Collaborative



Maglin - Iconic Tables (Or Equal)

Picnic Table and Benches



Maglin - Iconic Backed/Backless Benches (Or Equal)

Bench



Maglin - 250 Trash Container (Or Equal)

Trash Receptacle



MailboxUSA

Mailbox



QCP
Slab (Or Equal)

Concrete Bench



QCP
Pebble (Or Equal)

Pebble Seating



BBQGUYS
Electri-Chef Rubby Built-In (Or Equal)

BBQ Grill



LEGEND

- Low Water Use
- Medium Water Use
- High Water Use

Project Name: Aliso Viejo - Freedom Lane

Date: 10/09/2024

WATER EFFICIENT WORK SHEET

Maximum Applied Water Allowance (MAWA)

Total MAWA = (Eto x 0.50 x LA in Sq.ft. x 0.62)+(Eto x 1.0 x SLA in Sq.ft. x 0.62)= Gallons per year for LA + SLA

Hydrozone:	Eto:	KL	LA Sq. Ft.	Conversion	SLA Sq. Ft.	MAWA
Landscaped Area	49.6	0.55	44,523	0.62	NA	753,044

MAWA= Maximum Applied Water Allowance (gallons per year)
Eto= Reference Evapotranspiration from Appendix C (inches per year)
0.50= Evapotranspiration Adjustment Factor (ETAF)
1.0= ETAF for Special Landscaped Area
LA= Landscaped Area includes Special Landscape Area (square feet)
0.62= Conversion Factor (to gallons per square foot)
0.3= the additional ET adjustment Factor for Special Landscape Area (1.0- 0.7= 0.3)
SLA= Special Landscape Area (square feet)

Applicant to fill in boxes below:

Eto (Reference Evapotranspiration from Appendix C inches per year)	49.6
Landscaped Area includes Special Landscape Area (square feet)	44,523
Special Landscape Area (square feet)	0

Estimated Annual Water Use:

Total EAWU = (Eto x KL x LA in Sq.ft. / IE)= Gallons per Year

Hydrozone:	Eto:	KL	Sq. Ft.	Conversion	IE	EAWU
Low Water Use	49.6	0.2	27,054	0.62	0.81	209,979
Medium Water Use S	49.6	0.5	15,280	0.62	0.81	290,056
High Water Use	49.6	0.8	1,189	0.62	0.73	53,551
Total EAWU:			44,523			553,586

EAWU= Estimated Applied Water Use (gallons per year)
Eto= Reference Evapotranspiration from Appendix C (inches per year)
KL= Landscape Coefficient
LA= Landscaped Area (square feet)
0.62= Conversion Factor (to gallons per square foot)
IE= Irrigation Efficiency= IME X DU (See definication in Appendix E for exmapine IE percentages)
IME= Irrigation Management Efficiency (90%)
DU= Distribution Uniformity of Irrigation Head
KL= Ks x Kc x Kmc
Ks= species factor (range 1.0- 0.9) (see WUCOLS list for values)
Kd= density factor (range 0.5- 1.3) (see WUCOLS list for density value)
Kmc= microclimatic factor (range 0.5- 1.4) (see WUCOLS)

Table A- PF (Plant Factor)

Cool Season Turf= 0.8	
Warm Season Turf= 0.7	
High Water Use Plants= 0.7	(can be between 0.7-0.9)
Moderate Water Use Plants= 0.5	(can be between 0.4-0.6)
Low Water Use Plants= 0.2	(can be between 0.1-0.3)
Very Low Water Use Plants= 0.1	

IE (Irrigation Efficiency)- Appendix E

Pop-up Stream Rotor= 0.73
Rotor Heads= 0.76
Microspray= 0.76
Bubblers= 0.77
Drip Emitters= 0.81
Subsurface Irrigation= 0.81

Irrigation Note:

1. All planting areas shall have a fully automatic irrigation system. Utilization water conserving features such as low-precipitation rate heads; low-flow micro sprays or drip irrigation, water sensors and multi-program controllers with weather station capability and drip circuit features. "Water Efficient Landscapes" irrigation system, scheduling and water use WELO calculations shall be designed to meet the requirements of the specifications of the City of Aliso Viejo.

2. All utility infrastructure and other potential conflicts including off site and below-grade that could affect irrigation design considered.

TREE SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	FORM
Agonis flexuosa	Australian Myrtle	24" box min.	STD
Albizia julibrissin	Silk Tree	24" box min.	STD
Arbutus 'Marina'	N.C.N.	24" box min.	STD
Cassia leptophylla	Gold Medallion Tree	24" box min.	STD
Chitalpa tashkentensis	Chitalpa	24" box min.	STD
Geijera parvifolia	Australian Willow	24" box min.	STD
Koelreuteria bipinnatta	Chinese Flame Tree	24" box min.	STD
Laurus nobilis	Sweet Bay	24" box min.	STD
Olea europae 'Wilsonii'	Fruitless Olive	24" box min.	STD
Pinus eldarica	Afghan Pine	24" box min.	STD
Pinus halepensis	Aleppo Pine	24" box min.	STD
Pinus spp	Pine	24" box min.	STD
Platanus acerifolia 'Columbia'	London Plane Tree	24" box min.	STD
Prosopis chilensis 'Phoenix'	Chilean Mesquite	24" box min.	STD
Quercus agrifolia	Coast Live Oak	24" box min.	STD
Quercus engelmannii	Engelmann Oak	24" box min.	STD
Quercus ilex	Holly Oak	24" box min.	STD
Quercus virginiana	Southern Live Oak	24" box min.	STD

GROUNDCOVER SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	SPACING
Acacia redolens 'Low Boy'	Prostrate Acacia	1 gal	24"o.c.
Baccharis pilularis	Coyote Bush	1 gal	24"o.c.
Ceanothus griseus horizontalis	Carmel Creeper	1 gal	18"o.c.
Cerastium tomentosum	Snow in summer	1 gal	24"o.c.
Cotoneaster parneyi	Red Clusterberry	1 gal	24"o.c.
Cotoneaster dammeri 'Lowfast'	Lowfast Clusterberry	1 gal	24"o.c.
Lantana Camara	Lantana	1 gal	18"o.c.
Lantana montevidensis	Creeping Lantana	1 gal	24"o.c.
Myoporum parvifolium	Creeping Myoporum	1 gal	24"o.c.
Rosmarinus officinalis 'Prostratus'	Creeping Rosemary	1 gal	24"o.c.
Senecio mandraliscae	Blue Chalk Sticks	1 gal	18"o.c.

VINE SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	SPACING
Bougainvillea 'Barbara Karst'	Bougainvillea	15 gal	10'o.c.
Macfadyena unguis-cati	Yellow Trumpet Vine	15 gal	10'o.c.

Note: All plants in this list are derive from City of Aliso Viejo's Landscape Plant Palette of low water plants.

SHRUB SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	SPACING
Aeonium arboreum 'Atropurpureum'	N.C.N.	5 gal	36" 0.c.
Agave attenuata 'Nerva'	Agave	15 gal	36" 0.c.
Aloe barbadensis	N.C.N.	5 gal	30" 0.c.
Aloe striata	Coral Aloe	5 gal	30" 0.c.
Arbutus unedo 'Compacta'	Dwarf Strawberry Tree	15 gal	48" 0.c.
Baccharis pilularis 'Pigeon Point'	Dwarf Coyote Brush	5 gal	36" 0.c.
Bambusa multiplex 'Alphonse Karr'	Bamboo	5 gal	30" 0.c.
Ceanothus 'Heart's Desire' Heart's	Desire Ceanothus	5 gal	36" 0.c.
Ceanothus spp.	Ceanothus	5 gal	36" 0.c.
Cotoneaster parneyi	Red Clusterberry	5 gal	36" 0.c.
Dietes dicoler	Fortnight Lily	5 gal	24" 0.c.
Dudleya caespitosa	Dudleya	5 gal	36" 0.c.
Echium fastuosum	Pride of Madeira	5 gal	36" 0.c.
Elaegnus pungens	Silverberry	15 gal	48" 0.c.
Encelia californica	California Encelia	5 gal	36" 0.c.
Feijoa sellowiana	Pineapple Guava	15 gal	48" 0.c.
Festuca mairei	Atlas Fescue	5 gal	30" 0.c.
Festuca ovina 'Glauca'	Blue Fescue	5 gal	30" 0.c.
Hesperaloe parviflora	Red Yucca	5 gal	36" 0.c.
Heteromeles arbutifolia	Toyon	15 gal	48" 0.c.
Lantana montevidensis ' Alba'	Lantana	5 gal	30" 0.c.
Lavandula angustifolia 'Mustead'	English Lavender	5 gal	30" 0.c.
Leptospermum scoparium	New Zealand Tea Tree	5 gal	36" 0.c.
Leucophyllum F.	White Cloud Texas Ranger	5 gal	36" 0.c.
Mimulus hybrids	Monkey Flower	5 gal	36" 0.c.
Muhlenbergia rigens	Deergrass	5 gal	30" 0.c.
Myrsine Africana	African Boxwood	5 gal	30" 0.c.
Opuntia littoralis	Prickly Pear	5 gal	48" 0.c.
Phormium tenax 'Jack Sprat'	Flax	5 gal	36" 0.c.
Photinia fraseri	Photinia	15 gal	36" 0.c.
Prunus ilicifolia	Hollyleaf Cherry	15 gal	48" 0.c.
Pyracantha spp.	Firethorn	5 gal	36" 0.c.
Rhamnis californica	Coffeeberry	5 gal	36" 0.c.
Rhaphiolepis indica Indian	Hawthorne	5 gal	36" 0.c.
Rhus integrifolia	Lemonade Berry	5 gal	36" 0.c.
Romneya coulteri	Matilija Poppy	5 gal	30" 0.c.
Rosa floribunda 'Iceberg'	Iceberg Rose	5 gal	30" 0.c.
Rosa 'Flower Carpet'	Flower Carpet Rose	5 gal	30" 0.c.
Rosmarinus officinalis	Rosemary	5 gal	36" 0.c.
Salvia leucantha	Mexican Blue Sage	5 gal	30" 0.c.
Salvia sonomensis 'Dara's Choice'	Creeping Sage	5 gal	30" 0.c.
Salvia spp.	Sage	5 gal	30" 0.c.
Senecio mandraliscae	German Ivy	5 gal	24" 0.c.











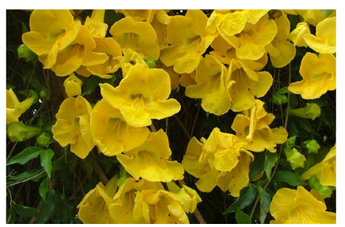














Freedom Lane
Project Description
October 14, 2024

Meritage Homes proposes to develop a new residential infill community located at 400 – 700 Freedom Lane in the City of Aliso Viejo (Assessor's Parcel Number 632-141-15, 632-141-14, 632-141-13, 632-141-12). The approximately 7.06-acres are bound by Liberty to the east and Freedom Lane to the north. The site is located roughly a mile and a half away from Highway 73 and approximately three miles away from Interstate 5. Surrounding uses include senior living to the north, multi-family homes to the east, office and industrial to the south and single family homes to the west. The property is currently vacant land with a paved street fronting the lot. There is only one driveway entrance to the north with access via Freedom Lane. Due to a large slope at the south perimeter and access requirements, approximately 4.41 acres will be used for residential development.

The property maintains General Plan land use of "Business Park" with a Residential Overlay and Zoning designation of "Business Park – 1" with Residential Very High Overlay. The Residential High Density minimum site area is 5,000 square feet and the proposed project would be in conformance with a building site area of 192,100 square feet.

The maximum allowable density for residential high density is 30 dwelling units per acre. The proposed community will consist of 134 three-story flats with a fourth story pop-up, resulting in a total density is 30.3 dwelling units per acre. Unit sizes for the town homes vary from approximately 655 – 2,353 square feet with one, three, and four bedrooms. A minimum of 25% open space is required per the residential development standards. Approximately 31% open space area is provided and includes amenity features such as decorative walkways, gathering spaces with electric barbeques, open lawn area for free-play, and a tot lot.

Meritage Homes proposes to provide seven (7) of the total number of units (5%) as affordable units, priced for Very Low Income households as defined by State Law. As such, the proposed project is eligible for one incentive and unlimited waivers. The design proposes the following deviations from standards, which both qualify as waivers since they allow the project to achieve the proposed density:

- The High-Density Residential standards require a 20' minimum perimeter setback and the proposed project has varying setback distances with the minimum of 10' at the western perimeter property line.
- The High-Density Residential standards require a maximum building height requirement of 45' and the proposed project has a maximum building height of 49' due to the fourth story pop up.

Per Density Bonus Law, the community is required to provide a total of 248 parking spaces. Attached private garages will be provided with each unit, allowing space for one or two vehicles, in tandem configurations. All garages will provide room for household storage and the tandem garages will include extra space along the side for easy car entry and exit. An additional 12 guest spaces are distributed throughout the community for a total of 262 parking spaces.

The Italian architectural style includes Italian characteristics such as ornate trim bands, finials, stone veneer and hip roof accents. These architectural details emulate the adjacent senior community building to the north. Two different building types, a 10-plex and a 12-plex building, each include their own color

scheme to create variety within the community. The color schemes include terracotta colored roof tiles, with trim accents of an earth tone palette such as coopers, greens, and blues.

The community is designed to provide an enhanced arrival experience with decorative paving and accent trees at the community entry. Throughout the community, residents and visitors will find various places to relax and interact through passive recreational amenities that may include shaded seating areas, barbecues, open lawn space for games such cornhole, and a tot lot for families to interact and play. The arrangement of buildings also provides a central courtyard paseo between each home's front door, which will be enhanced with landscaping vegetation and trees.

Water service is provided by Moulton Niguel Water District. The project will connect to existing domestic water lines in the street at Freedom Lane & Liberty and will bring one 12-inch line into the site through the drive aisles. South Orange County Water Authority is the sewer service provider for the project and an 8-inch system will be installed. Sewer service will connect to an existing 12-inch sewer system located at Freedom and an 8" system will service the site. An 18" storm drain connects to the onsite underground modular wetlands system and will treat the storm water.

The project has been designed such that fire can access the site from any of the public streets or the drive aisles with a minimum of 150 feet of house pull to cover the entirety of each building. A total of five private hydrants are located along Alley A and Alley C.

Individual trash service will be provided with collection occurring on a weekly basis. Residents will have enough space to store trash, recycling, and organics within their private garage.

Construction is currently anticipated to begin in Q2 of 2026 with the community opening for sales in Q3 of 2027 and construction completing at the end Q4 2027.

ALISO VIEJO

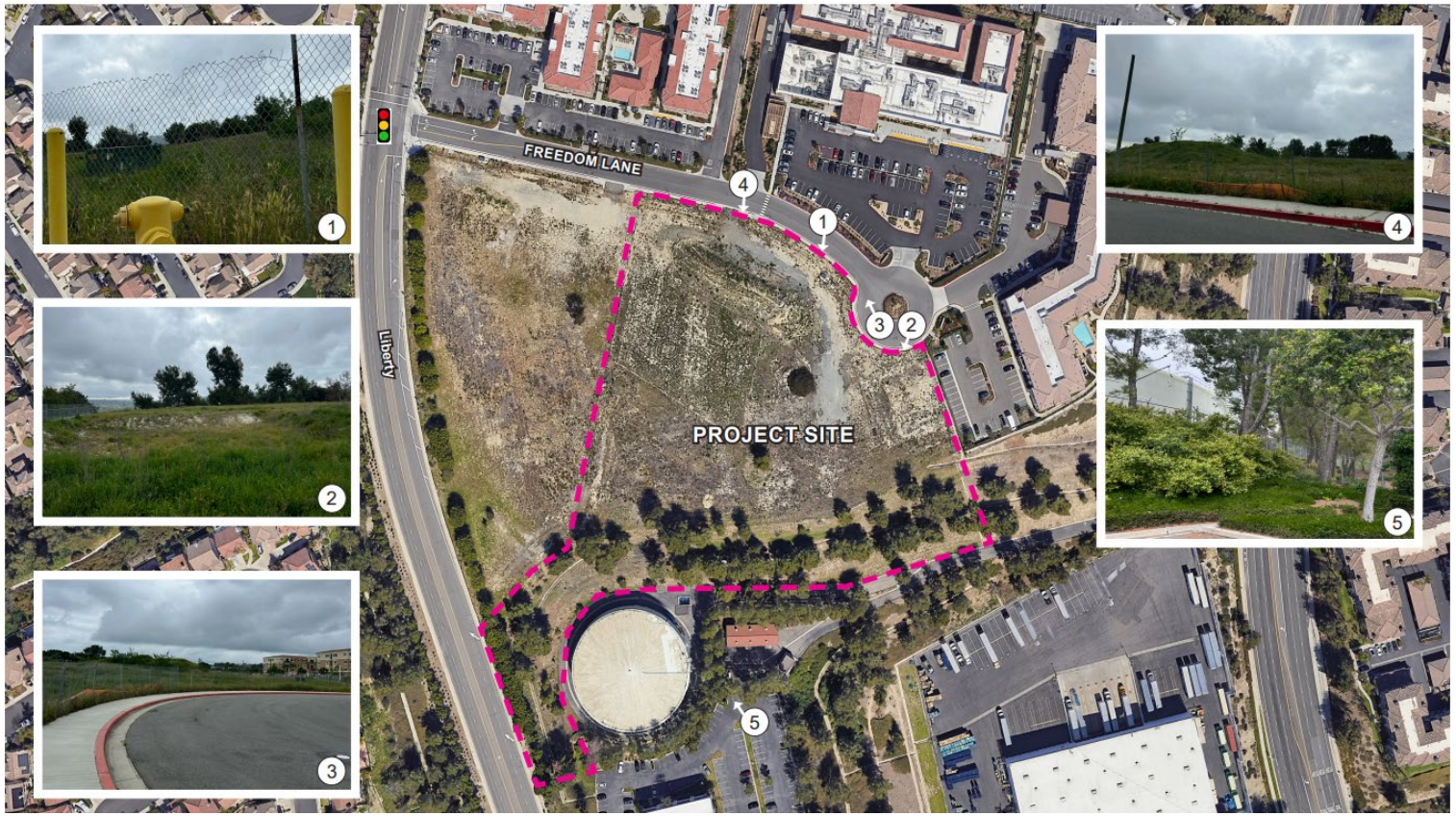
400-700 Freedom Lane

Concept Review

City Council

January 15, 2025

Existing Site



Site Layout


Four-Story Stacked Flats
• ± 655 - 2,353 SF
• 1,3 and 4 bedroom homes
• Single and tandem garages
Private Drive
• 24- foot private drive provides access to all homes
• 9' x 18' parking spaces distributed throughout community
• Meets OCFA turn-around and access requirements
Primary Entry
Exsisting Slope to remain
Fire Access Road
Community Space
• ± 4,500 SF
• Amenities such as a BBQ area with seating, tot lot, and open lawn
FREEDOM LANE
ALLEY A
ALLEY B
ALLEY C
ALLEY D
ALLEY E
ALLEY F
BLDG 1
BLDG 2
BLDG 3
BLDG 4
BLDG 5
BLDG 6
BLDG 7
BLDG 8
BLDG 9
BLDG 10
BLDG 11
BLDG 12
North

Proposed Project





Proposed Project



