# AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, JUNE 02, 2021
6:00 PM CLOSED SESSION
7:00 PM REGULAR MEETING

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA

**Mayor Tiffany Ackley**
**Mayor Pro Tem Ross Chun**
**Councilmember David C. Harrington**
**Councilmember Richard W. Hurt**
**Councilmember Mike Munzing**

## SPECIAL NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Members to attend City Council meetings telephonically. Please be advised that some, or all, of the Aliso Viejo City Council Members may attend this meeting telephonically.

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allows for the public to participate in any meeting of the City Council by electronic means. Given the health risks associated with COVID-19, the City of Aliso Viejo will not have the Council Chambers open to the public for this meeting. Members of the public may view the meeting live on Cox Communications Channel 851, AT&T U-Verse Channel 99 or on the City's website at www.avcity.org.

Public comments can be submitted via email to Community-Input@avcity.org or by calling (949) 425-2509 to leave a recorded message. Comments are limited to three minutes each. Recorded comments must be submitted by 4:00 p.m. on the day of the meeting.

WELCOME to the City of Aliso Viejo City Council meeting.

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 preceding a regularly scheduled City Council meeting. Supplemental documents relating to specific agenda items, including communications received after agenda delivery, are presented to the City Council and are available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

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

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

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

## CALL TO ORDER: CONVENE SPECIAL MEETING

## PUBLIC COMMENTS:

## CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: City Manager
(Initiated by Mayor Ackley)

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code section 54956.9(d)(4)
Number of potential cases: 1
(Initiated by Mayor Ackley)

## CALL TO ORDER: CONVENE REGULAR MEETING

## ROLL CALL

**PLEDGE OF ALLEGIANCE:**

**REPORT FROM CLOSED SESSION:**

**1. SPECIAL PRESENTATIONS:**

None.

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

**3. COMMUNITY INPUT:**

Members of the public wishing to address the City Council can submit public comments via email to Community-Input@avcity.org or by calling (949) 425-2509 to leave a recorded message. Recorded comments must be submitted by 4:00 p.m. on the day of the meeting. Written comments will be read into the record and recorded messages will be aired during the meeting. Comments are limited to three (3) minutes each. 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.

**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 May 5, 2021 Regular Meeting, May 19, 2021 Special Meeting and May 19, 2021 Regular Meeting.

Draft Minutes - May 5, 2021 Regular Meeting
Draft Minutes - May 19, 2021 Special Meeting
Draft Minutes - May 19, 2021 Regular Meeting

4.3. ACCOUNTS PAYABLE

**Recommended Action:**

1. Ratify accounts payable checks and electronic funds transfers issued May 06, 2021 in the amount of $1,003,075.10; and

2. Ratify accounts payable checks and electronic funds transfers issued May 13, 2021 in the amount of $199,323.63.

Staff Report
Attachment 1 - Accounts Payable Report

4.4. AGREEMENTS FOR FY 2021-22 LAW ENFORCEMENT SERVICES AND CROSSING GUARD SERVICES

**Recommended Action:**

1. Authorize the City Manager to execute the agreement with the County of Orange for FY 2021-22 law enforcement services; and
2. Authorize the City Manager to execute the agreement with All City Management Services, Inc. for school crossing guard services.

Staff Report
Attachment 1 - Law Enforcement Services Agreement
Attachment 2 - Cost Spreadsheet
Attachment 3 - Crossing Guard Services Agreement

4.5. THIRD AMENDMENT TO AGREEMENT WITH BEST BEST & KRIEGER FOR CITY ATTORNEY SERVICES

**Recommended Action:**

1. Approve the Third Amendment to Agreement with Best Best & Krieger for City Attorney services; and
2. Authorize the City Manager to execute the Third Amendment to Agreement with Best Best & Krieger.

Staff Report
Attachment 1 - Agreement Amendment

4.6. WINTER VISUALS AGREEMENT AMENDMENT

**Recommended Action:**

1. Approve a First Amendment to the Agreement with Winter Visuals to perform video production services that extends the existing agreement for one additional year; and
2. Authorize the City Manager to execute the First Amendment to the Agreement.

Staff Report
Attachment 1 - Agreement Amendment

4.7. AMENDMENT TO AGREEMENT FOR ENGINEERING, PUBLIC WORKS, BUILDING & SAFETY AND CODE ENFORCEMENT SERVICES FOR CHARLES ABBOTT ASSOCIATES

**Recommended Action:**

1. Approve a Third Amendment to the Agreement with Charles Abbott Associates, Inc. (CAA) to perform engineering, public works, building & safety and code enforcement services that extends the term two (2) years and increases the agreement amount by $2,700,000; and
2. Authorize the City Manager to execute the Third Amendment to the Agreement.

Staff Report
Attachment 1 - Agreement Amendment

4.8. THIRD AMENDMENT TO THE AGREEMENT FOR LANDSCAPE ARCHITECTURE AND INSPECTION SERVICES

**Recommended Action:**

1. Approve a Third Amendment to the Agreement with Richard Fisher Associates to perform landscape architecture and inspection services that increases the agreement amount by $60,000 for a total authorization of $455,000 since 2017; and
2. Authorize the City Manager to execute the Third Amendment to the Agreement.

Staff Report
Attachment 1 - Agreement Amendment

4.9. SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES FOR CIVILSOURCE, INC.

**Recommended Action:**

1. Approve a Second Amendment to the Agreement with CivilSource, Inc. to perform construction inspection services of capital improvement projects citywide that extends the term one year and increases the agreement amount by $100,000 for a total authorization of $250,000 since 2017; and
2. Authorize the City Manager to execute the Second Amendment to the Agreement.

Staff Report
Attachment 1 - Agreement Amendment

4.10. AGREEMENT WITH GMU GEOTECHNICAL, INC. FOR ON-CALL GEOTECHNICAL AND MATERIAL TESTING SERVICES

**Recommended Action:**

1. Approve a 3-year agreement with GMU Geotechnical, Inc. (GMU) to perform geotechnical and materials testing services; and
2. Authorize the City Manager to execute a professional services agreement with GMU for an amount not to exceed $200,000.

Staff Report
Attachment 1 - Agreement

4.11. AGREEMENT WITH HARTZOG & CRABILL, INC. FOR TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS

**Recommended Action:**

1. Approve a 3-year agreement with Hartzog & Crabill, Inc. (HCI) to perform traffic engineering services of traffic signal operations citywide; and
2. Authorize the City Manager to execute a professional services agreement with HCI for an amount not to exceed $75,000.

Staff Report
Attachment 1 - Agreement

4.12. AWARD CONTRACT TO ALL AMERICAN ASPHALT FOR THE FY21-22 SLURRY SEAL & REHABILITATION PROJECT

**Recommended Action:**

1. Approve Contract Documents, Specifications, and Plans for the FY21-22 Slurry Seal & Rehabilitation Project;

2. Award a contract in the amount of $511,563 to All American Asphalt as the lowest responsible bidder for the FY21-22 Slurry Seal & Rehabilitation Project;
3. Authorize the City Manager to execute a contract with All American Asphalt;
4. Authorize City staff to make total compensation to All American Asphalt, Inc. up to $511,563 plus $51,156.30 (10% of the contract amount) to allow for contingencies, totaling $562,719.30; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

Staff Report
Attachment 1 - Contract
Attachment 2 - Submitted Bid

4.13. FISCAL YEAR 2021-22 PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING (SB 1)

**Recommended Action:** Adopt a Resolution of the City Council of the City of Aliso Viejo which adopts a list of projects for fiscal year 2021-22 funded by SB 1: The Road Repair and Accountability Act of 2017.

Staff Report
Attachment 1 - Resolution

4.14. RENEWED MEASURE M ELIGIBILITY

**Recommended Action:**

1. Adopt a 7-Year Capital Improvements Program (CIP) for Street Projects; and
2. Adopt a Resolution concerning the status of the Circulation Element and Mitigation Fee Program.

Staff Report
Attachment 1 - Resolution
Attachment 2 - Mitigation Fee Program
Attachment 3 - 7-Year CIP for Street Projects

4.15. 35 PLAYA CIRCLE / DECLARATION OF RESTRICTIVE COVENANTS

**Recommended Action:**

1. Consider a draft “Declaration of Restrictive Covenants” related to the property located at 35 Playa Circle in Aliso Viejo and consider withdrawing the Affordable Housing Resale Restriction, recorded on June 12, 2009, from the same property;
2. Find that the withdrawal of the Resale Restriction recorded against 35 Playa Circle in Aliso Viejo and the approval of the Declaration of Restricted Covenants are not subject to the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15378; and
3. Approve the withdrawal of the recorded Affordable Housing Resale Restriction from 35 Playa Circle in Aliso Viejo and approve the Declaration of Restrictive Covenants to be recorded against the Property and direct the City Manager or his designee to take all actions to implement the action.

Staff Report
Attachment 1 - Resale Restriction
Attachment 2 - Declaration of Affordability Restrictive Covenant

## 5. PUBLIC HEARINGS:

None.

## 6. DISCUSSION:

6.1. PROPOSED ANNUAL BUDGET FOR FY 2021-22

**Recommended Action:**

1. Adopt a Resolution adopting the Annual Budget for FY 2021-22;
2. Adopt a Resolution approving updated Salary Schedules, including cost-of-living adjustments and the addition of a new position; and
3. Adopt a Resolution setting the Proposition 4 (Gann) Appropriations Limit for Fiscal Year 2021-22 for the City of Aliso Viejo at $48,200,927, utilizing 28.76% of this limit in FY 2021-22.

Staff Report
Attachment 1 - FY 2021-22 Proposed Budget
Attachment 2 - Proposed Budget Presentation
Attachment 3 - Proposed FY 21-22 Budget Resolution
Attachment 4 - Salary Schedule Resolution
Attachment 5 - Appropriations Limit Calculation
Attachment 6 - Appropriations Limit Resolution

6.2. RESOLUTION CONDEMNING TERRORIST ATTACKS ON ISRAEL AND AFFIRMING SUPPORT FOR COMBATTING ANTI-SEMITISM (MUNZING)

**Recommended Action:** That the City Council review and approve a Resolution Condemning Terrorist Attacks on Israel and Affirming Support for Combatting Anti-Semitism.

Agenda Report
Attachment 1 - Resolution

6.3. DISCUSSION RE: RE-ORDER OF COUNCIL POSITIONS (HARRINGTON)

**Recommended Action:** Re-order the leadership of the City Council as it applies to Mayor and Mayor Pro-Tem.

Agenda Report

## 7. CITY MANAGER' S REPORT:

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

## 9. ADJOURNMENT:

Adjourn to July 21, 2021. The regularly scheduled City Council meetings of June 16 and July 7, 2021 have been cancelled.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
May 5, 2021, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

***City Council conducted this meeting in accordance with California Governor Newsom's Executive Orders N-25-20 and N-29-20 and COVID-19 pandemic protocols.***

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

**ROLL CALL:**

PRESENT: MAYOR TIFFANY ACKLEY *(via teleconference)*
MAYOR PRO TEM ROSS CHUN *(via teleconference)*
COUNCILMEMBER DAVID C. HARRINGTON *(via teleconference)*
COUNCILMEMBER RICHARD W. HURT *(via teleconference)*
COUNCILMEMBER MIKE MUNZING *(via teleconference)*

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
GINA THARANI, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
OMAR DADABHOY, COMMUNITY DEVELOPMENT DIRECTOR
STEPHANIE PHILLIPS, RECREATION & COMMUNITY SERVICES DIRECTOR
SEA SHELTON, HUMAN RESOURCES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. CHAD KAJFASZ, CHIEF OF POLICE SERVICES

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

## 1. SPECIAL PRESENTATIONS:

### 1.1. FEATURED BUSINESS OF THE MONTH - ALISO VIEJO FLORIST

Mayor Ackley introduced a video and presented the recognition to Owner Dee Jhita. Ms. Jhita expressed her appreciation.

1.2. PROCLAMATION - ASIAN PACIFIC AMERICAN HERITAGE MONTH

Mayor Ackley presented the Asian Pacific American Heritage Month Proclamation.

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

None.

## 3. COMMUNITY INPUT:

City Clerk Mitzi Ortiz entered the following communication into the record:

1. Marlene Lewis expressed concern regarding nuisance reporting procedures for barking dogs.
2. Chuong Vu expressed support for adoption of an anti-Asian hate resolution.
3. Peggy Hall expressed concern with face covering requirements at the Aquatic Center.
4. Priscilla Huang expressed appreciation for the presentation of the Asian Pacific American Heritage Month Proclamation and expressed support for adoption of an anti-Asian hate resolution.

## 4. CONSENT CALENDAR:

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

**Motion:** Mayor Ackley moved and Councilmember Harrington 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. ACCOUNTS PAYABLE

**Recommended Action:**

1. Ratify accounts payable checks and electronic funds transfers issued April 8, 2021 in the amount of $1,094,117.53; and
2. Ratify accounts payable checks and electronic funds transfers issued April 15, 2021 in the amount of $86,439.18.

4.3. AWARD CONTRACT TO ONYX PAVING COMPANY, INC. FOR THE DEERHURST, FOXBOROUGH, AND WOLVERINE WAY STREET REHABILITATION PROJECT

City Manager David Doyle and Public Works Director Shaun Pelletier responded to questions regarding prior contracts and scope of services. Councilmembers commented on the matter.

**Recommended Action:**

1. Approve Contract Documents, Specifications, and Plans for the Deerhurst, Foxborough, and Wolverine Way Street Rehabilitation Project;
2. Award a contract in the amount of $937,000 to Onyx Paving Company, Inc. as the lowest responsible bidder for the Deerhurst, Foxborough, and Wolverine Way Street Rehabilitation Project;
3. Authorize the City Manager to execute a contract with Onyx Paving Company, Inc.;
4. Authorize City staff to make total compensation to Onyx Paving Company, Inc. up to $937,000 plus $93,700 (10% of the contract amount) to allow for contingencies, totaling $1,030,700; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

**Motion:** Councilmember Harrington moved and Councilmember Munzing seconded to approve the recommended actions. Motion carried 5-0.

4.4. AGREEMENT WITH NIEVES LANDSCAPE, INC. FOR LANDSCAPE MAINTENANCE SERVICES

City Manager David Doyle and Public Works Director Shaun Pelletier responded to questions regarding scope of services.

**Recommended Action:**

1. Approve agreement with Nieves Landscape, Inc. to perform Landscape Maintenance Services; and
2. Authorize the City Manager to execute a maintenance services agreement with Nieves Landscape, Inc. for an amount not to exceed $690,000.

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

4.5. THREE-YEAR AGREEMENT WITH GREAT SCOTT TREE SERVICE, INC. FOR TREE MAINTENANCE SERVICES

**Recommended Action:**

1. Approve agreement with Great Scott Tree Service, Inc. to perform Tree Maintenance Services; and
2. Authorize the City Manager to execute a maintenance services agreement with Great Scott Tree Service, Inc. for an amount not to exceed $126,000.

DRAFT

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

4.6. FIRST AMENDMENT TO AGREEMENT FOR CUSTOMIZED (IN-HOUSE) CITY GIS IMPLEMENTATION AND SUPPORT SERVICES

**Recommended Action:** Approve and authorize the City Manager to execute the first amendment to the agreement with JR Dira for customized in-house City GIS Support Services, for a total not to exceed $75,000.

## 5. PUBLIC HEARINGS:

None.

## 6. DISCUSSION:

6.1. DRAFT ANNUAL BUDGET FOR FY 2021-22

City Manager David Doyle introduced Financial Services Director Gina Tharani, who provided an overview. Staff responded to questions regarding sales tax revenue loss, Aliso Viejo Ranch project financing, property tax revenue, capital improvement projects, OCFA property tax allocation, federal relief funds, and veteran recognition banner program. Councilmembers commented on the matter.

**Recommended Action:**
1. Review draft FY 2021-22 Annual Budget;
2. Authorize Cost of Living adjustment effective January 1, 2021 ($52,400) to be paid from FY 2020-21 budget; and
3. Provide any additional direction to staff on proposed FY 2021-22 Budget.

**Motion:** Councilmember Harrington moved and Councilmember Hurt seconded to approve the recommended actions and direct staff to add $35,000 for a banner program. Motion carried 5-0.

## 7. CITY MANAGER' S REPORT:

City Manager David Doyle commended Financial Services Director Gina Tharani on producing the draft budget; commended Recreation & Community Services staff on Aliso Viejo Ranch Grand Opening; announced reservations are being accepted for Aliso Viejo Ranch rentals; registration is open for summer camps; and 4th of July Community Parade & Celebration and City's 20th Anniversary to be held from 9:00 a.m. to 11:00 a.m. on July 4, 2021 at the Aliso Viejo Ranch.

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

Councilmember Harrington:
- Commended staff on the Aliso Viejo Ranch Grand Opening and overall project

Councilmember Hurt:
- Commended staff on the Aliso Viejo Ranch Grand Opening and overall project
- Wished everyone a happy Cinco de Mayo

Councilmember Munzing:
- Commended staff on the Aliso Viejo Ranch Grand Opening and overall project

Mayor Pro Tem Chun:
- Commended staff on the Aliso Viejo Ranch Grand Opening and overall project
- Attended Soka University 20th Anniversary Virtual Celebration
- Expressed appreciation to local schools for sharing Asian Pacific American Heritage Month video
- Participating in Adolescent Mental Health Roundtable at Aliso Niguel High School
- Participating in Visualizing Our Identities and Culture for Empowerment (VOICE) Project at Aliso Niguel High School
- Participating in Canyon Vista Elementary School Scavenger Hunt
- Congratulated Community Leader Scholarship recipient
- Commented on Feeding Aliso Viejo program
- Attended Cal Cities Transportation, Communication & Public Works Committee Meeting
- Attended OCFA Human Resources Committee Meeting

Mayor Ackley:
- Met with various business owners
- Met with Aliso Viejo Middle School regarding return to full day in-person instruction
- Attended AVCA Arbor Day Celebration
- Commended staff on the Aliso Viejo Ranch Grand Opening and overall project
- Commented on hiking trail rules
- Encouraged residents to register for summer camps

**9. ADJOURNMENT:** Mayor Ackley adjourned the meeting at 8:36 p.m. to the regularly scheduled meeting of May 19, 2021.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
TIFFANY ACKLEY
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
May 19, 2021, 5:30 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

***City Council conducted this meeting in accordance with California Governor Newsom's Executive Orders N-25-20 and N-29-20 and COVID-19 pandemic protocols.***

**CALL TO ORDER:** Mayor Ackley called the Special Meeting of the City Council of the City of Aliso Viejo to order at 5:30 p.m.

**ROLL CALL:**

PRESENT: MAYOR TIFFANY ACKLEY *(via teleconference)*
MAYOR PRO TEM ROSS CHUN *(via teleconference)*
COUNCILMEMBER DAVID C. HARRINGTON *(via teleconference)*
COUNCILMEMBER RICHARD W. HURT *(via teleconference)*
COUNCILMEMBER MIKE MUNZING *(via teleconference)*

ABSENT: NONE

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

**PUBLIC COMMENTS:**

None.

**CLOSED SESSION:**

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

**MAYOR ACKLEY RECESSED FROM CLOSED SESSION AT 5:18 P.M. AND RECONVENED TO THE STUDY SESSION AT 6:01 P.M.**

**PUBLIC COMMENTS:**

City Clerk Mitzi Ortiz entered the following communication into the record:

1. Cesar Covarrubias, The Kennedy Commission, provided recommendations to meet the City's affordable housing requirements and encourage public participation.

**REPORT FROM CLOSED SESSION:**

City Attorney Scott Smith stated no reportable action was taken.

**STUDY SESSION:**

2021-2029 HOUSING ELEMENT UPDATE

City Manager David Doyle introduced Community Development Director Omar Dadabhoy, who provided an overview. John Douglas, JHD Planning, Inc., provided additional information. Staff and consultant responded to questions regarding proposed sites, development incentives, zoning, expediting process, public outreach, required number of units, mixed-use development, accessory dwelling units, and parking. Councilmembers commented on the matter.

**Recommended Action:** Conduct a study session regarding the 2021-2029 update to the Housing Element of the Aliso Viejo General Plan as required by State law, and provide direction to Staff regarding the update.

No further action was taken.

**ADJOURNMENT:** Mayor Ackley adjourned the meeting at 7:13 p.m. to the May 19, 2021 Regular City Council Meeting.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
TIFFANY ACKLEY
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
May 19, 2021, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

***City Council conducted this meeting in accordance with California Governor Newsom's Executive Orders N-25-20 and N-29-20 and COVID-19 pandemic protocols.***

**CALL TO ORDER:** Mayor Ackley called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:13 p.m.

**ROLL CALL:**

PRESENT: MAYOR TIFFANY ACKLEY *(via teleconference)*
MAYOR PRO TEM ROSS CHUN *(via teleconference)*
COUNCILMEMBER DAVID C. HARRINGTON *(via teleconference)*
COUNCILMEMBER RICHARD W. HURT *(via teleconference)*
COUNCILMEMBER MIKE MUNZING *(via teleconference)*

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
OMAR DADABHOY, COMMUNITY DEVELOPMENT DIRECTOR
STEPHANIE PHILLIPS, RECREATION & COMMUNITY SERVICES DIRECTOR
SEA SHELTON, HUMAN RESOURCES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. CHAD KAJFASZ, CHIEF OF POLICE SERVICES

**PLEDGE OF ALLEGIANCE:** Councilmember Harrington led the pledge of allegiance.

**REPORT FROM CLOSED SESSION:**

City Attorney Scott Smith stated no reportable action was taken.

## 1. SPECIAL PRESENTATIONS:

1.1. PROCLAMATION - LGBTQ PRIDE MONTH

Mayor Ackley presented the LGBTQ Pride Month Proclamation.

1.2. STATE OF THE CITY VIDEO

Mayor Ackley introduced the State of the City video.

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

None.

## 3. COMMUNITY INPUT:

City Clerk Mitzi Ortiz entered the following communication into the record:

1. Hayley Allam expressed support for City Council term limits and the proposed resolution denouncing hate acts.
2. Thomas Terwilliger expressed opposition to the proposed resolution denouncing hate acts and to displaying the LGBTQ pride flag.
3. Tara expressed opposition to the proposed resolution denouncing hate acts and to displaying the LGBTQ pride flag.
4. Priscilla Huang expressed support for City Council term limits, the proposed resolution denouncing hate acts and to displaying the LGBTQ pride flag.
5. Marlene Lewis expressed concern regarding nuisance reporting procedures for barking dogs.

## 4. CONSENT CALENDAR:

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

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2. APPROVAL OF MINUTES – APRIL 21, 2021 SPECIAL MEETING AND APRIL 21, 2021 REGULAR MEETING

**Recommended Action:** Approve the subject Minutes as submitted.

4.3. ACCOUNTS PAYABLE

**Recommended Action:**
1. Ratify accounts payable checks and electronic funds transfers issued April 22, 2021 in the amount of $185,913.24; and
2. Ratify accounts payable checks and electronic funds transfers issued April 29, 2021 in the amount of $764,085.82.

4.4. TREASURER'S STATEMENT – MARCH 2021

**Recommended Action:** Approve March 2021 Treasurer's Statement.

4.5. LOT LINE ADJUSTMENT NO. LL 20-01 FOR TRACTS NO. 13687 AND NO. 13737, CITY OF ALISO VIEJO, ALISO VIEJO COMMUNITY ASSOCIATION

**Recommended Action:**
1. Adopt Resolution No. 2021-12 approving Lot Line Adjustment LL 20-01; and
2. Authorize Staff to record proper documents with the Orange County Recorder.

4.6. AGREEMENT WITH WESTERN AUDIO VISUAL FOR THE REPLACEMENT OF AUDIO AND VIDEO EQUIPMENT IN THE CITY COUNCIL CHAMBERS

**Recommended Action:**
1. Approve and authorize the City Manager to execute an agreement with Western Audio Visual in the amount of $137,500; and
2. Authorize the appropriation of $37,500 from the unreserved Technology Fund balance.

4.7. PREMIER AQUATICS AGREEMENT AMENDMENT

**Recommended Action:** Approve and authorize the City Manager to execute a one-year agreement amendment to continue Aquatic Center management services with Premier Aquatic Services.

4.8. BOYS & GIRLS CLUB OF CAPISTRANO VALLEY AGREEMENT AMENDMENT

**Recommended Action:** Approve and authorize the City Manager to execute a one-year agreement amendment to continue out-of-school time services with the Boys & Girls Club of Capistrano Valley.

## 5. PUBLIC HEARINGS:

None.

## 6. DISCUSSION:

6.1. RESOLUTION TO SUPPLEMENT CITY COUNCIL PROCLAMATION OF A LOCAL EMERGENCY TO EXTEND THE EXPIRATION OF PLANNING AND BUILDING DEPARTMENT RELATED PERMITS

City Manager David Doyle introduced Community Development Director Omar Dadabhoy, who provided an overview. Staff responded to questions regarding applicant notification, eligibility, legal compliance, and term of extension.

**Recommended Action:** Adopt Resolution No. 2021-13 further supplementing the City Council's Proclamation of a local emergency regarding novel coronavirus (COVID-19).

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

6.2. POSSIBLE BALLOT MEASURE FOR NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION FOR THE ADOPTION OF AN ORDINANCE ESTABLISHING TERM LIMITS FOR MEMBERS OF THE CITY COUNCIL

City Manager David Doyle introduced City Attorney Scott Smith, who provided an overview. Mayor Ackley opened for public comment. City Clerk Mitzi Ortiz entered the following communication into the record:

1. Sue Mendizza expressed support for term limits.
2. Tina Freeland expressed support for term limits.
3. Jeffrey Johnson expressed support for term limits.
4. Aimee Monahan expressed support for term limits.
5. Pam and Doug Carrie expressed support for term limits.
6. Jane Edelman expressed support for term limits.
7. Annie Wright expressed support for term limits.
8. Priscilla Huang expressed support for term limits.
9. Vu Chuong expressed support for term limits.

Staff responded to questions regarding retroactive term limits, related regulations for charter cities, City commissions, previous City Council action, ballot measure process, and legal fees. City Council discussion ensued.

**Recommended Action:** Continue discussion related to the possible ballot measure for the November 8, 2022 General Municipal Election adopting an ordinance establishing term limits for members of the City Council and provide direction to staff as to the timing for placing the measure on the November 8, 2022 ballot.

**Motion:** Councilmember Harrington moved to direct the City Attorney to draft a charter city ballot measure for the June 7, 2022 election that includes limiting Councilmember terms to two consecutive four-year terms, followed by a two-year lapse before being eligible to serve again, and filling Councilmember vacancies by election.

**Amended Motion:** Mayor Ackley moved and Councilmember Harrington seconded to:

1. Direct the City Attorney to proceed with ballot measure for the November 8, 2022 General Municipal Election adopting an ordinance establishing term limits for members of the City Council as presented; and
2. Direct the City Attorney to draft a charter city ballot measure for the June 7, 2022 election that includes limiting Councilmember terms to two consecutive four-year terms, followed by a two-year lapse before being eligible to serve again, and filling Councilmember vacancies by election.

Motion carried 5-0.

6.3. RESOLUTION TO REAFFIRM CITY COUNCIL BELIEF THAT THE CITY OF ALISO VIEJO DENOUNCES HATE CRIMES, HATEFUL RHETORIC, AND HATEFUL ACTS AGAINST ASIAN AMERICANS, PACIFIC ISLANDERS, AND AMERICANS OF ALL WALKS OF LIFE AND WORKS TO ENSURE THAT ALL CITIZENS FEEL SAFE AND WELCOME IN THE CITY, BOTH DURING THIS COVID-19 PANDEMIC AND BEYOND (ACKLEY / HARRINGTON)

Mayor Ackley provided an overview. Mayor Ackley opened for public comment. City Clerk Mitzi Ortiz entered the following communication into the record:

1. Marcie Deter expressed opposition to the matter.
2. Jenna Harline expressed opposition to the matter.
3. Melanie McBeth expressed opposition to the matter.
4. Tara Lea Ricksen expressed opposition to the matter.
5. Kourtney Harrison expressed opposition to the matter.
6. Fivi and Cristian Prunean expressed opposition to the matter.

City Council discussion ensued.

**Recommended Action:** Adopt Resolution No. 2021-14 to reaffirm City Council belief that the City of Aliso Viejo denounces hate crimes, hateful rhetoric, and hateful acts against Asian Americans, Pacific Islanders, and Americans of all walks of life and works to ensure that all citizens feel safe and welcome in the city, both during this COVID-19 pandemic and beyond.

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

6.4. LGBTQ PRIDE MONTH FLAG RAISING (ACKLEY)

Mayor Ackley provided an overview. Mayor Ackley opened for public comment. City Clerk Mitzi Ortiz entered the following communication into the record:

1. Marcie Deter expressed opposition to the matter.
2. Jenna Harline expressed opposition to the matter.
3. Melanie McBeth expressed opposition to the matter.
4. Tara Lea Ricksen expressed opposition to the matter.

5. Kourtney Harrison expressed opposition to the matter.
6. Fivi and Cristian Prunean expressed opposition to the matter.

City Manager David Doyle, City Attorney Scott Smith, and City Clerk Mitzi Ortiz responded to questions regarding City's display of flags, previous City Council actions and discretion on future requests. City Council discussion ensued.

**Recommended Action:** Request the City Manager to fly the LGBTQ Pride Flag each year from the 3rd week of May until June 30th in recognition of the contributions of the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Community.

**Motion:** Mayor Ackley moved and Councilmember Hurt seconded to approve the recommended action. Motion carried 3-2, with Councilmember Harrington and Councilmember Munzing dissenting.

## 7. CITY MANAGER' S REPORT:

City Manager David Doyle announced Soka University Super POD statistics; registration is open for summer camps; water safety event to be held from 11:00 a.m. to 1:00 p.m. on May 22, 2021 at the Aliso Viejo Aquatic Center; and disaster preparedness backpacks are available for purchase.

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

Councilmember Hurt:
- Commended community partners involved in Soka University Super POD
- Attended TCA Board of Directors Meeting
- Attended Orange County Mosquito and Vector Control District Board Meeting
- Attended Library Advisory Board Meeting

Councilmember Harrington:
- Commented on the upcoming 100-year anniversary of the Tulsa race massacre

Councilmember Munzing:
- Obtained consensus to direct City Attorney to provide report on first amendment rights in public meetings

Mayor Pro Tem Chun:
- Attended Aliso Niguel High School Senior Award Ceremony
- Commended ANHS 2021 Wolverine of the Year Adele Giovanniello
- Commended Community Leadership Scholarship recipient
- Attended Cal Cities Orange County Division General Membership Meeting
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Participating in presentations to local school regarding heritage and diversity
- Participating in planning mental health and wellness panel for families
- Commented on water safety event

Mayor Ackley:

- Attended Grand Opening Ceremony for Body Contouring and More
- Attended South Orange County Watershed Management Area Committee Meeting
- Attended performance at The Center Stage Studio and obtained consensus to send letter of appreciation

**9.** **ADJOURNMENT:** Mayor Ackley adjourned the meeting at 9:48 p.m. to the regularly scheduled meeting of June 2, 2021.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
TIFFANY ACKLEY
MAYOR

DRAFT

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 02, 2021

TO: Mayor and City Council

FROM: Gina M. Tharani, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

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**Recommended Action(s):**

1. Ratify accounts payable checks and electronic funds transfers issued May 06, 2021 in the amount of $1,003,075.10 and
2. Ratify accounts payable checks and electronic funds transfers issued May 13, 2021 in the amount of $199,323.63

**Fiscal Impact:**

Expenditures in the amount of $1,202,398.73

**Background:**

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

**Discussion:**

The attached register containing checks and electronic funds transfers dated May 06, 2021 through May 13,2021 for $1,202,398.73 is being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been audited and deemed accurate by the Director of Financial Services.

**Attachment(s):**

1. Accounts Payable Report

# Accounts Payable

05/06/2021

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| **101 - GENERAL FUND** | | |
| US BANK PURCHASING CARD PROGRAM | SL-5/16/21-5/15/22 SURVEYMONKEY ANNUAL SUB | 336.00 |
| CHARLES ABBOTT ASSOC INC | MAR'21 CAA-7 COMPUTER STATIONS LEASE CREDIT | (350.00) |
| ALISO VIEJO COMMUNITY ASSOCIATION | 5/6/20- DAMAGE AVCA-ARGONAUT & ALISO CREEK RD | 1,590.00 |
| ALISO VIEJO COMMUNITY ASSOCIATION | 5/6/20- DAMAGE AVCA-ALISO CREEK PRKWY | 892.00 |
| DEPT OF CONSERVATION | JAN-MAR'21 SEISMIC MAPPING FEES | 452.99 |
| DIVISION OF THE STATE ARCHITECT | JAN-MAR'21 CASP FEES | 90.80 |
| CA BUILDING STANDARDS COMMISSION | JAN-MAR'21 CA BLDG STANDARD ADMIN FEE | 347.40 |
| | | **3,359.19** |
| **CITY MANAGER** | | |
| US BANK PURCHASING CARD PROGRAM | DD-CM FASTRACH/TOLL ROADS MONTHLY CHARGES | 335.00 |
| US BANK PURCHASING CARD PROGRAM | DD-UPS NOTARY SERVICE | 45.00 |
| US BANK PURCHASING CARD PROGRAM | PC-4/12 FRAUD CHARGE-STARBUCKS | 20.00 |
| | **CITY MANAGER TOTAL:** | **400.00** |
| **ECONOMIC DEVELOPMENT** | | |
| MALCO MAINTENANCE | 4/1-4/30/21-AVTC-GO OUTDOOR-PORTER SERVICE | 650.00 |
| HAULAWAY STORAGE CONTAINERS INC | APR'21-AVTC-STORAGE BINS RENTAL C-19-R2 | 92.40 |
| US BANK PURCHASING CARD PROGRAM | SP-35 PLAYA AF HSG-APPLIANCES | 6,482.95 |
| | **ECONOMIC DEVELOPMENT TOTAL:** | **7,225.35** |
| **HUMAN RESOURCES** | | |
| CHARLES C STILL | MC-REC DEPT-APR'21 LIVESCAN | 57.00 |
| US BANK PURCHASING CARD PROGRAM | SS-5/1 LCW MANDATED REPORTER WEBINAR-REGIS | 150.00 |
| US BANK PURCHASING CARD PROGRAM | SS-CSMFO ACCOUNTING SUPERVISOR JOB AD | 400.00 |
| US BANK PURCHASING CARD PROGRAM | SS-CAL CHAMBER LABOR PAMPHLETS | 73.71 |
| | **HUMAN RESOURCES TOTAL:** | **680.71** |
| **CITY CLERK** | | |
| CODE PUBLISHING COMPANY | MUNICIPAL CODE-WEB UPDATE ORD2021-219 | 174.75 |
| FEDERAL EXPRESS | CC-4/12-T.TELLES HAIR-FEDEX CHARGES | 38.18 |
| CITY CLERK'S ASSOCIATION OF CALIFORNIA | MO-CCAC-ALL EDUCATIONAL COURSES REGIS | 125.00 |
| CITY CLERK'S ASSOCIATION OF CALIFORNIA | CC-4/8 CCAC CONF-SOCIAL MEDIA/PUBLIC NOTICING-REG | 30.00 |
| | **CITY CLERK TOTAL:** | **367.93** |
| **CITY ATTORNEY** | | |
| BEST BEST & KRIEGER | MAR'21 BBK CODE ENFORCEMENT | 1,404.59 |
| BEST BEST & KRIEGER | MAR'21 BBK LEGAL SERVICES | 20,297.41 |
| BEST BEST & KRIEGER | MAR'21 BBK- CELLULAR/SMALL CELL WIRELESS FACILITY | 1,430.80 |
| BEST BEST & KRIEGER | MAR'21 BBK - AGENDA REPORTS | 11,862.00 |
| BEST BEST & KRIEGER | MAR'21 BBK - LABOR & EMPLOYMENT | 876.00 |
| BEST BEST & KRIEGER | MAR'21 BBK - LABOR/BENEFITS | 4,292.40 |
| BEST BEST & KRIEGER | MAR'21 BBK - ZONING CODE (CEQA & ENVIRON) | 1,347.20 |
| BEST BEST & KRIEGER | MAR'21 BBK-MAJOR GENERAL PLAN UPDATE-SPECIAL PROJ | 208.00 |
| BEST BEST & KRIEGER | MAR'21 BBK - NPDES | 1,690.00 |
| BEST BEST & KRIEGER | MAR'21 BBK - GENERAL LITIGATION | 2,639.40 |
| BEST BEST & KRIEGER | MAR'21 BBK #801 TOWN CTR SPECIFIC PLAN | 546.00 |
| | **CITY ATTORNEY TOTAL:** | **46,593.80** |
| **FINANCE** | | |
| FHN FINANCIAL MAIN STREET ADVISORS LLC | JAN-MAR'21 INVESTMENT ADVISORY SERVICES | 3,750.00 |
| US BANK PURCHASING CARD PROGRAM | GT-4/5/21 AVPFC-SI100 CA SECRETARY OF STATE | 5.00 |
| US BANK PURCHASING CARD PROGRAM | GT-APR'21 THE SACRAMENTO BEE-DIGITAL SUBS | 7.99 |
| US BANK N.A. - CUSTODY | MAR'21 CUSTODIAN CHARGES | 141.50 |
| HDL COREN & CONE | APR-JUN'21 PROPERTY TAX CONTRACT SERVICES | 3,403.55 |
| | **FINANCE TOTAL:** | **7,308.04** |
| **INFORMATION TECHNOLOGY** | | |
| COX COMMUNICATIONS, INC | 4/10-5/9/21 ACCT#0202-CH-CABLE /TELEVISION | 150.73 |
| COX COMMUNICATIONS, INC | 4/19-5/18/21 ACCT#9302-CH-IT SERVER ROOM INTERNET | 85.39 |
| US BANK PURCHASING CARD PROGRAM | IA-EOC NEWS SUBS-YOUTUBETV | 64.99 |

| | Vendor Name | Description (Item) | Amount |
|---|---|---|---|
| | US BANK PURCHASING CARD PROGRAM | IA-WAITWHILE SUB-FRONT COUNTER | 159.00 |
| | US BANK PURCHASING CARD PROGRAM | IA-IT SUPPLIES-MOUSEPADS/HEADSET/MICS/HARDDRIVES | 839.11 |
| | TANGENT COMPUTERS INC | 4/23-5/22/21-CH-MICROSOFT 365 - E3 SUBSCRIPTIONS | 2,084.00 |
| | PAGEFREEZER SOFTWARE INC | FY 20-21 PAGEFREEZER-SOCIAL MEDIA ARCHIVER | 4,848.00 |
| | | **INFORMATION TECHNOLOGY TOTAL:** | **8,231.22** |
| **NON-DEPARTMENTAL** | | | |
| | US BANK PURCHASING CARD PROGRAM | MO-4/7 CONSTANTCONNECT.COM PAYMENT | 95.00 |
| | US BANK PURCHASING CARD PROGRAM | PC-4/15 COSTCO- AV ANNUAL MEMBERSHIP REBATE | (46.77) |
| | US BANK PURCHASING CARD PROGRAM | PC-4/15 COSTCO-AV ANNUAL MEMBERSHIP RENEW | 120.00 |
| | US BANK PURCHASING CARD PROGRAM | PC-4/21 COUNCIL MTG DINNER | 119.00 |
| | US BANK PURCHASING CARD PROGRAM | PC-4/15 COUNCIL MTG FOOD-ICE/WATER/SODA | 87.12 |
| | US BANK PURCHASING CARD PROGRAM | PC-4/7 COUNCIL MTG DINNER -BEYOND THAI | 87.92 |
| | US BANK PURCHASING CARD PROGRAM | PC-4/21 COUNCIL DINNER-SODA/COOKIES | 31.24 |
| | PEAK LIGHTING & ELECTRIC INC | APR'21-VISTA PARK-LIGHTING SERVICE PO#5221 | 99.00 |
| | RICOH USA | 3/12-4/11/21 RICOH 2504 (BACK OFFICE)-COPIES | 63.43 |
| | NIEVES LANDSCAPE INC | APR'21 VISTA PARK LANDSCAPE MAINTENANCE | 276.78 |
| | FEDERAL EXPRESS | 4/15-COUNCIL-TA/RC/RH/MM-MAILFEDEX CHARGES | 109.64 |
| | VOYAGER FLEET SYSTEMS INC | 3/25-4/24/21 CITY CAR FUEL | 42.75 |
| | ALISO VIEJO SELF STORAGE | MAY'21 RENTAL STORAGE UNIT#535 | 415.00 |
| | | **NON-DEPARTMENTAL TOTAL:** | **1,500.11** |
| **C. S. ADMINISTRATION** | | | |
| | 4IMPRINT INC | SPECIAL EVT GIVEAWAYS-BLOSSOM KITS/MUGS | 5,927.80 |
| | SMART LEVELS MAILING & PRINTING INC | AV CITY PODIUM MAGNET | 96.28 |
| | CARROT-TOP INDUSTRIES INC | 2 AV CITY BRANDED FLAGS WITH POLES & BASE | 684.06 |
| | KIDSGUIDE INC | KIDSGUIDE-2021 SUMMER ADS | 921.50 |
| | | **C. S. ADMINISTRATION TOTAL:** | **7,629.64** |
| **IGLESIA PARK** | | | |
| | ORTCO INC | IGLESIA PARK-SEE-SAW DISPOSAL SERVICE | 1,600.00 |
| | NIEVES LANDSCAPE INC | APR'21 IGLESIA PARK LANDSCAPE MAINTENANCE | 7,480.00 |
| | ANDY GUMP INC | 4/22-5/19/21-IPCC-PORTABLE RESTROOM RENTAL SRV | 187.38 |
| | VICTORY LOCK CONTROL, INC | APR'21-IGLESIA-LOCKING BAR REPAIR | 395.00 |
| | | **IGLESIA PARK TOTAL:** | **9,662.38** |
| **IGLESIA BUILDING** | | | |
| | US BANK PURCHASING CARD PROGRAM | DG-IPCC-BLDG REPAIR-HOME DEPOT | 45.18 |
| | | **IGLESIA BUILDING TOTAL:** | **45.18** |
| **PLANNING** | | | |
| | R MATTHEW SHANNON | JAN'21-AVTC-PROFESSIONAL CONSULTANT SRV | 1,050.00 |
| | R MATTHEW SHANNON | FEB'21-AVTC-PROFESSIONAL CONSULTANT SRV | 1,006.25 |
| | US BANK PURCHASING CARD PROGRAM | OD-MAY'21-AVTC CONSTANT CONTACT | 45.00 |
| | TRIPEPI, SMITH AND ASSOCIATES INC | JUL-OCT'20-AVTC PITCHBOOK DESIGN | 750.00 |
| | | **PLANNING TOTAL:** | **2,851.25** |
| **BUILDING** | | | |
| | CHARLES ABBOTT ASSOC INC | MAR'21 CAA BUILDING SERVICES | 43,773.06 |
| | | **BUILDING TOTAL:** | **43,773.06** |
| **CODE ENFORCEMENT** | | | |
| | CHARLES ABBOTT ASSOC INC | MAR'21 CAA CODE ENFORCEMENT | 9,843.20 |
| | | **CODE ENFORCEMENT TOTAL:** | **9,843.20** |
| **ENGINEERING (GENERAL)** | | | |
| | US BANK PURCHASING CARD PROGRAM | SP-3/25 APWA LUNCH WORKSHOP | 10.00 |
| | US BANK PURCHASING CARD PROGRAM | DG-TRUCK STOCK-SUPPLIES-PEP BOYS/ HOME DEPOT | 661.71 |
| | CHARLES ABBOTT ASSOC INC | MAR'21 CAA NPDES COSTS | 26,269.40 |
| | CHARLES ABBOTT ASSOC INC | MAR'21 CAA SOLID WASTE | 5,482.80 |
| | CHARLES ABBOTT ASSOC INC | MAR'21 CAA PW ENGINEERING-ADMIN | 3,506.20 |
| | HF&H CONSULTANTS LLC | MAR'21 SOLID WASTE HAULING CONSULTING | 4,820.75 |
| | | **ENGINEERING (GENERAL) TOTAL:** | **40,750.86** |
| **STREET MAINTENANCE** | | | |
| | CHARLES ABBOTT ASSOC INC | MAR'21 CAA STREET MAINTENANCE | 18,029.25 |
| | | **STREET MAINTENANCE TOTAL:** | **18,029.25** |
| **LAW ENFORCEMENT-CONTRACT** | | | |
| | COUNTY OF ORANGE | MAY'21 CONTRACT PAYMENT CREDIT | (1,893.77) |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| COUNTY OF ORANGE | MAY'21 LAW ENFORCEMENT | 748,264.34 |
| | **LAW ENFORCEMENT-CONTRACT TOTAL:** | **746,370.57** |
| **LAW ENFORCEMENT-OTHER** | | |
| OC HARLEY DAVIDSON | LE-M/C VIN#8767- 50K SERVICE | 2,505.33 |
| OC HARLEY DAVIDSON | LE-M/C VIN#8767- REPAIR/ENGINE REBUILD | 6,036.19 |
| US BANK PURCHASING CARD PROGRAM | BG-SUPERVISING CRITICAL INCIDENTS TRAINING-REGIS | 294.00 |
| US BANK PURCHASING CARD PROGRAM | CK-4/14 LUNCH MTG W/FIELD TRAINING BUREAU | 26.02 |
| US BANK PURCHASING CARD PROGRAM | BG-SGT H.ELALI/SGT S.STEILE- CITY BRASS PLATES | 32.33 |
| US BANK PURCHASING CARD PROGRAM | BG-DEP.LAUREN FELIX-CITY BRASS PLATE | 16.16 |
| ALL CITY MANAGEMENT SERVICES | 4/4-4/17/21-229HRS SCHOOL CROSSING GUARD SRV | 5,406.69 |
| ALL CITY MANAGEMENT SERVICES | 4/4-4/17/21-84HRS-C-19-ADD'L SCHOOL CROSSING GUARD | 1,983.24 |
| VOYAGER FLEET SYSTEMS INC | 3/25-4/24/21 MOTORCYCLE FUEL & CAR WASHES | 1,444.47 |
| | **LAW ENFORCEMENT-OTHER TOTAL:** | **17,744.43** |
| **CRIME PREVENTION** | | |
| US BANK PURCHASING CARD PROGRAM | BG-CPS GIVEAWAYS PROMOTIONS-TARGET | 79.71 |
| US BANK PURCHASING CARD PROGRAM | BG-TELECOMMUNICATIONS APP'RN WEEK-DISPATCHERS | 138.98 |
| | **CRIME PREVENTION TOTAL:** | **218.69** |
| **EOC** | | |
| US BANK PURCHASING CARD PROGRAM | SL-MAY'21 CESA VIRTUAL ANNUAL CONF-REGIS | 195.00 |
| US BANK PURCHASING CARD PROGRAM | SL-SOS EMERGENCY KITS FOR AV RANCH | 283.24 |
| | **EOC TOTAL:** | **478.24** |
| | **GENERAL FUND TOTAL:** | **973,063.10** |
| **102 - GEN. FD-CITY HALL** | | |
| **NON-DEPARTMENTAL** | | |
| US BANK PURCHASING CARD PROGRAM | DG-CH BLDG REPAIR-HOME DEPOT | 121.03 |
| PEAK LIGHTING & ELECTRIC INC | APR'21-CITY HALL-LIGHTING SERVICE | 475.51 |
| NIEVES LANDSCAPE INC | APR'21 CITY HALL LANDSCAPE MAINTENANCE | 454.17 |
| ZETTEL MARTIN INC | APR'21-CH-LOCKSMITH SERVICE | 174.87 |
| | **NON-DEPARTMENTAL TOTAL:** | **1,225.58** |
| | **GEN. FD-CITY HALL TOTAL:** | **1,225.58** |
| **103 - GF-AV RECREATION SERVICES** | | |
| **RECREATION SERVICES** | | |
| US BANK PURCHASING CARD PROGRAM | DG-AVR-BLDG REPAIR-HOME DEPOT | 327.26 |
| PEAK LIGHTING & ELECTRIC INC | APR'21-AV RANCH-LIGHTING SERVICE | 199.00 |
| WAXIE'S ENTERPRISES, INC | APR'21 AV RANCH JANITORIAL SUPPLIES | 740.53 |
| TANGENT COMPUTERS INC | 4/23-5/22/21-AVR-MICROSOFT 365 - E3 SUBSCRIPTIONS | 387.00 |
| | **RECREATION SERVICES TOTAL:** | **1,653.79** |
| | **GF-AV RECREATION SERVICES TOTAL:** | **1,653.79** |
| **203 - GAS TAX** | | |
| **TRAFFIC ENGINEERING** | | |
| RK ENGINEERING GROUP INC | MAR'21 WOOD CANYON & CALYPSO TRAFFIC STUDY | 1,750.00 |
| | **TRAFFIC ENGINEERING TOTAL:** | **1,750.00** |
| **STREET MAINTENANCE** | | |
| NIEVES LANDSCAPE INC | APR'21 MEDIAN LANDSCAPE MAINTENANCE | 591.00 |
| | **STREET MAINTENANCE TOTAL:** | **591.00** |
| | **GAS TAX TOTAL:** | **2,341.00** |
| **215 - PUBLIC SAFETY GRANTS** | | |
| **LAW ENFORCEMENT-OTHER** | | |
| US BANK PURCHASING CARD PROGRAM | BG-PENAL/VEHCILE/DRUG BOOKS-QWIK-CODES | 1,924.42 |
| COUNTY OF ORANGE | MAY'21 PVS RECURRING | 1,665.28 |
| COUNTY OF ORANGE | MAY'21 PVS REPLACEMENT | 1,141.97 |
| COUNTY OF ORANGE | MAY'21 E CITATION RECURRING COSTS | 388.07 |
| COUNTY OF ORANGE | MAY'21 MDC REPLACEMENT | 1,883.16 |
| COUNTY OF ORANGE | MAY'21 E CITATION REPLACEMENT COSTS | 269.34 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| COUNTY OF ORANGE | MAY'21 MDC RECURRING | 3,897.18 |
| | **LAW ENFORCEMENT-OTHER TOTAL:** | **11,169.42** |
| | **PUBLIC SAFETY GRANTS TOTAL:** | **11,169.42** |

## 261 - CITY FAC.-AQUATIC CENTER

**GEN-AQUATIC CENTER**

| | | |
|---|---|---|
| COX COMMUNICATIONS, INC | 4/19-5/18/21 ACCT#6701-AQ CTR-INTERNET | 497.21 |
| CTJAMJT CORP. | APR'21-AQ CTR-PEST CONTROL SERVICE PO#5254 | 185.00 |
| US BANK PURCHASING CARD PROGRAM | DG-AQ CTR POOL DECK REPAIR-WHITE CAP | 300.88 |
| PREMIER AQUATIC SERVICES | AQ CTR-APR'21JACKRABBIT TECH-SWIM PROG-REIMB | 310.50 |
| PREMIER AQUATIC SERVICES | AQ CTR-3/30 PATIO UMBRELLA PINS-REIMB | 41.92 |
| PREMIER AQUATIC SERVICES | AQ CTR-4/13 CRATES FOR SWIM TOYS & EQUIP-REIMB | 25.45 |
| PREMIER AQUATIC SERVICES | AQ CTR-F&B FOR ADMIN TRAINING MTG-REIMB | 57.91 |
| PREMIER AQUATIC SERVICES | AQ CTR-4/3 F&B FOR SWIM INSTRUCTOR TRAINING-REIMB | 38.38 |
| PREMIER AQUATIC SERVICES | AQ CTR-MAR'21-FACEBOOK LIFEGUARD HIRING ADS-REIMB | 725.13 |
| PREMIER AQUATIC SERVICES | AQ CTR-MAR'21-FACEBOOK ADMIN HIRING AD-REIMB | 252.84 |
| PREMIER AQUATIC SERVICES | AQ CTR-MAR'21-GOOGLE LIFEGUARD HIRING ADS-REIMB | 273.00 |
| PREMIER AQUATIC SERVICES | AQ CTR-MAR'21-FACEBOOK SWIM PROG ADS-REIMB | 309.23 |
| PREMIER AQUATIC SERVICES | AQ CTR-MAR'21 GOOGLE SWIM PROG ADS-REIMB | 608.00 |
| PREMIER AQUATIC SERVICES | AQ CTR-3/25 OC MOM'S GRP SUMMER CAMP ADS-REIMB | 45.00 |
| PREMIER AQUATIC SERVICES | AQ CTR-3/25 SWIM TEAM CANDY REWARD-CVS-REIMB | 14.99 |
| PREMIER AQUATIC SERVICES | AQ CTR-3/2 SWIM TEAM CANDY REWARD-RALPHS-REIMB | 13.96 |
| PREMIER AQUATIC SERVICES | AQ CTR-MAR'21-GOOGLE SWIM INSTRUCTOR HIRING AD-REI | 633.00 |
| PREMIER AQUATIC SERVICES | AQ CTR-3/29 COVID INSTRUCTOR MASKS-REIMB | 59.25 |
| PREMIER AQUATIC SERVICES | AQ CTR-3/31-NEW OUTDOOR CLOCK | 30.88 |
| PEAK LIGHTING & ELECTRIC INC | APR'21-AQ CTR-LIGHTING SERVICE PO#5221 | 99.00 |
| NIEVES LANDSCAPE INC | APR'21 AQ CTR LANDSCAPE MAINTENANCE | 245.45 |
| | **GEN-AQUATIC CENTER TOTAL:** | **4,766.98** |
| | **CITY FAC.-AQUATIC CENTER TOTAL:** | **4,766.98** |

## 340 - COP-CERTIFICATE OF PARTICIPATION

**CAPITAL IMPROVEMENTS**

| | | |
|---|---|---|
| CHARLES ABBOTT ASSOC INC | MAR'21 CAA #049 AV RANCH | 310.88 |
| | **CAPITAL IMPROVEMENTS TOTAL:** | **310.88** |
| | **COP-CERTIFICATE OF PARTICIPATION TOTAL:** | **310.88** |

## 711 - DEPOSIT ACCOUNTS FUND

| | | |
|---|---|---|
| RJM DESIGN GROUP INC | MAR'21 ENG 2240/20 ENTERPRISE-PLANCHECKS | 3,289.15 |
| CHARLES ABBOTT ASSOC INC | MAR'21 CAA ENG 5005 SCE - SADDLEBACK | 113.10 |
| CHARLES ABBOTT ASSOC INC | MAR'21 CAA ENG 5061 JS SHAFER & ASSOCIATES | 94.80 |
| CHARLES ABBOTT ASSOC INC | MAR'21 CAA ENG 5007 SDGE | 94.80 |
| CHARLES ABBOTT ASSOC INC | MAR'21 CAA ENG 5049 COX UTILITY | 2,097.30 |
| CHARLES ABBOTT ASSOC INC | MAR'21 CAA ENG 5004 MNWD | 302.70 |
| BEST BEST & KRIEGER | MAR'21 BBK- PA 19-038 GLAUKOS | 240.00 |
| BEST BEST & KRIEGER | MAR'21 BBK- PA 20-014 CUSD CNG STATION | 1,812.50 |
| KATRIN HORZAD | P#20-1102-REFUND-ALL OC CONST/K.HORZAD-9 ST MONICA | 500.00 |
| | | **8,544.35** |
| | **DEPOSIT ACCOUNTS FUND TOTAL:** | **8,544.35** |

**GRAND TOTAL: 1,003,075.10**

# Accounts Payable

05/13/2021

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| **101 - GENERAL FUND** | | |
| LOS ANGELES TIMES | 5/21/21-11/18/21 LA TIMES SUBSCRIPTION | 195.00 |
| ICMA | FY21-22-DD-ICMA MEMBERSHIP DUES | 1,400.00 |
| GREG DIAB, JACQUELINE DIAB | P#20-0910/EP#3004-REFUND-G.DIAB/10 EAGLEPOINT | 3,000.00 |
| FORD DEVELOPMENT RFG INC | P#21-0099-REFUND-BLUE SHOE ROOFING/FORD DEV | 500.00 |
| LAURA SUGANO | P#21-0200-REFUND-LAURA SUGANO | 500.00 |
| | | **5,595.00** |
| **ECONOMIC DEVELOPMENT** | | |
| PV MAINTENANCE INC | APR'21-THE ROW-PVM MAINTENANCE C-19 | 1,544.00 |
| PV MAINTENANCE INC | APR'21-SOKA VACCINATION POD MAINTENANCE | 482.50 |
| SWA GROUP INC | MAR'21-AVTC & THE ROW-PROFESSIONAL DESIGN SRV | 8,008.00 |
| US NATIONAL CORP | 35 PLAYA AF HSG - PAINT | 4,750.00 |
| ERIC WINTER | MAY'21 BUSINESS OF THE MONTH-AV FLORIST | 679.80 |
| SO CAL EDISON | APR'21-ACCT#3277-35 PLAYA IMPROV ELECTRICITY | 18.09 |
| | **ECONOMIC DEVELOPMENT TOTAL:** | **15,482.39** |
| **HUMAN RESOURCES** | | |
| CHARLES C STILL | PP/HN/TP/NS/JS/HB/LK-MAR'21 LIVESCAN FEES | 431.00 |
| | **HUMAN RESOURCES TOTAL:** | **431.00** |
| **CITY CLERK** | | |
| FORREST STORY | LL-5/20 "DEALING SUCCESSFULLY W/CUSTOMERS" WRKSHP | 75.00 |
| FEDERAL EXPRESS | CC-4/22/21-W.HARDER/SOKA DAY-FEDEX CHARGES | 35.86 |
| STAPLES ADVANTAGE | CC-CERTIFICATE HOLDERS & 2021 CALENDAR | 38.59 |
| | **CITY CLERK TOTAL:** | **149.45** |
| **FINANCE** | | |
| IRWIN B. BORNSTEIN | APR'21 FINANCE DEPT REVIEW | 4,286.25 |
| STAPLES ADVANTAGE | FIN-PENCILS/CALENDER/CAL TAPE/POST-ITS | 158.11 |
| SHEAKLEY PENSION ADMINISTRATION INC | MAR'21 ADMIN & ACH FEES | 67.00 |
| | **FINANCE TOTAL:** | **4,511.36** |
| **INFORMATION TECHNOLOGY** | | |
| NATHAN M KEETER | APR'21-NETWORK SUPPORT & SECURITY | 416.67 |
| GO LIVE TECHNOLOGY INC | JAN'21 LAND & ASSET MANAGEMENT SERVICES | 4,860.00 |
| GO LIVE TECHNOLOGY INC | FEB'21 LAND & ASSET MANAGEMENT SERVICES | 8,235.00 |
| GO LIVE TECHNOLOGY INC | APR'21 LAND & ASSET MANAGEMENT SERVICES | 6,480.00 |
| AT&T | 3/6-4/5/21-CH-ALARM/POTS LINE | 2,436.73 |
| JOSE RUEL FABELLA DIRA | MAR'21 GIS SUPPORT | 1,800.00 |
| AT&T | 4/22-5/21/21-CH-ELEVATOR LINE | 610.46 |
| AT&T | 4/19/21-5/18/21-CH-AT&T-FIBER-INTERNET | 1,115.89 |
| JIVE COMMUNICATIONS INC | MAY'21-CH-JIVE VOIP PHONE SERVICE | 1,847.86 |
| LUNAVI, INC | MAY'21 OFFSITE BACKUP STORAGE SERVICE-ZERTO | 1,638.78 |
| | **INFORMATION TECHNOLOGY TOTAL:** | **29,441.39** |
| **NON-DEPARTMENTAL** | | |
| CERTIFIED RECORDS MANAGEMENT | MAY'21-RECORDS OFF SITE STORAGE | 427.20 |
| PV MAINTENANCE INC | APR'21 VISTA PARK MAINTENANCE | 198.64 |
| RICOH USA | 5/12-6/11/21 RICOH C5200S - LEASE | 729.92 |
| DS SERVICES OF AMERICA, INC | APR'21-CH-BOTTLED WATER SERVICE | 93.61 |
| CINTAS CORPORATION NO. 2 | APR'21-CH-FIRST AID MAINTENANCE | 124.18 |
| STAPLES ADVANTAGE | CEN-PAPER/ENVELOPES/BREAKROOM SUPPLIES/EASELS | 837.82 |
| MOULTON NIGUEL WATER DIST | 3/15-4/19/21 MTR#2206 VISTA PARK WATER SERVICE | 654.98 |
| | **NON-DEPARTMENTAL TOTAL:** | **3,066.35** |
| **C. S. ADMINISTRATION** | | |
| US BANK PURCHASING CARD PROGRAM | LM-SUMMER CAMP PROMOTION-THE LOCAL MOMS | 150.00 |
| US BANK PURCHASING CARD PROGRAM | LM-KIM.P-WELCOME BREAKFAST | 43.60 |
| US BANK PURCHASING CARD PROGRAM | LM-STYLED SHOOT PHOTOGRAPHY | 200.00 |
| US BANK PURCHASING CARD PROGRAM | LM-FLORALS FOR STYLED SHOOT | 650.00 |
| US BANK PURCHASING CARD PROGRAM | LM-SATIN RIBBON FOR GRAND OPENING EVENT | 43.10 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| US BANK PURCHASING CARD PROGRAM | LM-SATIN RIBBON FOR GRAND OPENING EVENT | 8.61 |
| US BANK PURCHASING CARD PROGRAM | LM-FLORALS FOR STYLED SHOOT | 350.00 |
| | **C. S. ADMINISTRATION TOTAL:** | **1,445.31** |
| **IGLESIA PARK** | | |
| PV MAINTENANCE INC | APR'21 IGLESIA PARK MAINTENANCE | 2,625.15 |
| ANDY GUMP INC | 2/25-3/24/21-IPCC-PORTABLE RESTROOM RENTAL SRV | 187.38 |
| | **IGLESIA PARK TOTAL:** | **2,812.53** |
| **IGLESIA BUILDING** | | |
| TMR SECURITY & PATROL SERVICES INC | APR'21-16 VISITS-IPCC-SECURITY SERVICE | 160.00 |
| | **IGLESIA BUILDING TOTAL:** | **160.00** |
| **PLANNING** | | |
| REBECCA J CAHA | APR'21-14 HRS AFFORDABLE HOUSING CONSULTANT SRV | 1,400.00 |
| | **PLANNING TOTAL:** | **1,400.00** |
| **BUILDING** | | |
| STAPLES ADVANTAGE | BLDG-HEAVY DUTY DATE STAMP | 64.64 |
| | **BUILDING TOTAL:** | **64.64** |
| **ENGINEERING (GENERAL)** | | |
| PV MAINTENANCE INC | MAY'21 PUBLIC WORKS WAREHOUSE LEASE | 1,035.00 |
| STAPLES ADVANTAGE | ENG-BATTERIES/FACIAL TISSUE | 43.63 |
| | **ENGINEERING (GENERAL) TOTAL:** | **1,078.63** |
| **STREET MAINTENANCE** | | |
| PV MAINTENANCE INC | APR'21 CIP#081 CATCH BASIN CLEANING | 2,244.00 |
| PV MAINTENANCE INC | APR'21 STREET MAINTENANCE | 15,161.20 |
| | **STREET MAINTENANCE TOTAL:** | **17,405.20** |
| **LAW ENFORCEMENT-OTHER** | | |
| COUNTY OF ORANGE | JAN-MAR'21 MOBILE & PORTABLE COMM CHARGES | 1,008.00 |
| | **LAW ENFORCEMENT-OTHER TOTAL:** | **1,008.00** |
| **EOC** | | |
| LIFE STORAGE #961 | 5/14-6/14/21-RENTAL OFFSITE STORAGE#A1554 | 230.00 |
| | **EOC TOTAL:** | **230.00** |
| | **GENERAL FUND TOTAL:** | **84,281.25** |

## 102 - GEN. FD-CITY HALL

| | | |
|---|---|---|
| **NON-DEPARTMENTAL** | | |
| THE GAS COMPANY | 4/2-5/3/21-MTR# 6544 CITY HALL GAS SERVICE | 448.11 |
| THURSTON ELEVATOR CONCEPTS INC | MAY'21-CH-ELEVATOR MAINTENANCE | 128.00 |
| MOULTON NIGUEL WATER DIST | 3/15-4/19/21 MTR#8051 CITY HALL WATER SRV | 156.17 |
| MOULTON NIGUEL WATER DIST | 3/15-4/19/21 MTR#6010 CITY HALL WATER SRV | 134.68 |
| MOULTON NIGUEL WATER DIST | 3/15-4/19/21 MTR#7051 CITY HALL WATER SRV | 281.54 |
| SO CAL EDISON | APR'21 ACCT#7189 CITY HALL ELECTRICITY | 4,207.22 |
| SEMACONNECT INC | CITY HALL-ANNUAL NETWORK SERVICE PROGRAM | 480.00 |
| | **NON-DEPARTMENTAL TOTAL:** | **5,835.72** |
| | **GEN. FD-CITY HALL TOTAL:** | **5,835.72** |

## 103 - GF-AV RECREATION SERVICES

| | | |
|---|---|---|
| **RECREATION SERVICES** | | |
| PV MAINTENANCE INC | APR'21 AV RANCH MAINTENANCE | 2,219.50 |
| AT&T | 3/6-4/5/21-AVR-ALARM/POTS LINE | 875.95 |
| TEAM ONE MANAGEMENT SERVICES | APR'21-AV RANCH JANITORIAL SERVICE | 4,500.00 |
| US BANK PURCHASING CARD PROGRAM | LM-WASTEBASKETS FOR STAFF OFFICES | 34.46 |
| US BANK PURCHASING CARD PROGRAM | LM-AV RANCH COFFEE MACHINE CARAFES | 86.16 |
| US BANK PURCHASING CARD PROGRAM | LM-AV RANCH HEFTY STORAGE BINS | 77.52 |
| US BANK PURCHASING CARD PROGRAM | LM-AV RANCH ICE MACHINE SCOOPERS | 23.70 |
| US BANK PURCHASING CARD PROGRAM | LM-AV RANCH KEY STORAGE LOCK | 25.31 |
| US BANK PURCHASING CARD PROGRAM | LM-AV RANCH TOASTER OVEN | 43.09 |
| STAPLES ADVANTAGE | REC-AVR OFFICE SUPPLIES | 1,273.04 |
| MOULTON NIGUEL WATER DIST | 3/17-4/19/21 MTR #0819 AV RANCH WATER SERVICE | 5,927.13 |
| MOULTON NIGUEL WATER DIST | 4/9-4/19/21 MTR #0973 AV RANCH WATER SERVICE | 42.57 |
| JIVE COMMUNICATIONS INC | MAY'21-AV RANCH-JIVE VOIP PHONE SERVICE | 641.87 |
| SEMACONNECT INC | AV RANCH-ANNUAL NETWORK SERVICE PROGRAM | 1,200.00 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| ZETTEL MARTIN INC | APR'21-AV RANCH-PADLOCKS W/KEYS FOR A/C UNITS | 222.70 |
| | **RECREATION SERVICES TOTAL:** | **17,193.00** |
| | **GF-AV RECREATION SERVICES TOTAL:** | **17,193.00** |

## 203 - GAS TAX

### TRAFFIC ENGINEERING

| | | |
|---|---|---|
| ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA | APR'21FIBER MASTER PLAN-PROJ MGMT &SYST INVENTORY | 9,066.00 |
| | **TRAFFIC ENGINEERING TOTAL:** | **9,066.00** |

### STREET MAINTENANCE

| | | |
|---|---|---|
| PV MAINTENANCE INC | APR'21 STREET MAINTENANCE (GAS) | 29,430.55 |
| R F DICKSON CO INC | APR'21 STREET SWEEPING SERVICES | 8,668.66 |
| UNDERGROUND SERVICE ALERT OF SOUTHERN CA | MAY'21 MONTHLY DATABASE MAINT & 29 TICKETS | 57.85 |
| SO CAL EDISON | APR'21 STREET LIGHTS #LS2 ELECTRICITY | 1,058.85 |
| SO CAL EDISON | APR'21 STREET LIGHTS #LS1 ELECTRICITY | 15,156.08 |
| | **STREET MAINTENANCE TOTAL:** | **54,371.99** |
| | **GAS TAX TOTAL:** | **63,437.99** |

## 241 - TECHNOLOGY FUND

### GEN-TECHNOLOGY GRANTS

| | | |
|---|---|---|
| ERIC WINTER | 4/5-4/26/21 AV SITE VISITS | 183.92 |
| ERIC WINTER | 4/7 & 4/21 CC MTGS & ADMIN | 773.94 |
| | **GEN-TECHNOLOGY GRANTS TOTAL:** | **957.86** |
| | **TECHNOLOGY FUND TOTAL:** | **957.86** |

## 261 - CITY FAC.-AQUATIC CENTER

| | | |
|---|---|---|
| PREMIER AQUATIC SERVICES | MAY'21-AQ CTR-RETENTION FEES | (1,625.00) |
| | | **-1,625.00** |

### GEN-AQUATIC CENTER

| | | |
|---|---|---|
| PV MAINTENANCE INC | APR'21 AQ CTR MAINTENANCE | 193.00 |
| PREMIER AQUATIC SERVICES | MAY'21-AQ CTR-MGMT FEES | 10,833.33 |
| PREMIER AQUATIC SERVICES | AQ CTR-4/13 CONCESSIONS-SODA-SMART & FINAL-REIMB | 43.90 |
| PREMIER AQUATIC SERVICES | AQ CTR-6 FLOOR MATS- REIMB | 238.89 |
| PREMIER AQUATIC SERVICES | AQ CTR-4/22 SWIMTEAM TIME TRIAL REWARD CANDY-REIMB | 15.96 |
| PREMIER AQUATIC SERVICES | AQ CTR-4/27 MAY DECORATIONS-DOLLAR TREE-REIMB | 15.09 |
| THE GAS COMPANY | 4/5-5/4/21 MTR# 2349-AQ CTR GAS SERVICE | 1,333.59 |
| STAPLES ADVANTAGE | AQ CTR-KIDS MASKS/THERMOMETER/STOCK PAPER | 69.02 |
| VERNE'S PLUMBING, INC | APR'21-AQ CTR-SHOWER CARTRIDGE INSTALLATION | 448.18 |
| MOULTON NIGUEL WATER DIST | 3/15-4/19/21 MTR #6054 AQ CTR WATER SERVICE | 358.89 |
| MOULTON NIGUEL WATER DIST | 3/15-4/19/21 MTR #2996 AQ CTR WATER SERVICE | 195.51 |
| THE ILLINI COMPANIES, INC | APR'21-AQ CTR-POOL CHEMICALS | 1,681.51 |
| KNORR SYSTEMS INC | APR'21-CHEMICAL LINE /PUMP STRAINER REPAIR | 260.00 |
| STGSD, INC | APR'21-AQ CTR-SWIM GOGGLES/CAPS/KICKBOARDS | 1,221.82 |
| | **GEN-AQUATIC CENTER TOTAL:** | **16,908.69** |
| | **CITY FAC.-AQUATIC CENTER TOTAL:** | **15,283.69** |

## 332 - STORM WATER

### DRAINAGE IMPROVEMENTS

| | | |
|---|---|---|
| PV MAINTENANCE INC | APR'21 #91 DAIRY FORK MAINTENANCE | 289.50 |
| | **DRAINAGE IMPROVEMENTS TOTAL:** | **289.50** |
| | **STORM WATER TOTAL:** | **289.50** |

## 340 - COP-CERTIFICATE OF PARTICIPATION

### CAPITAL IMPROVEMENTS

| | | |
|---|---|---|
| US BANK PURCHASING CARD PROGRAM | LM-FLAGS FOR AV RANCH-CALIFORNIA AND US | 487.62 |

| Vendor Name | Description (Item) | Amount |
|---|---|---|
| JANET OSTASHAY | APR'21 #049 AV RANCH HISTORIC ARTIFACTS EXHIBIT | 11,557.00 |
| | **CAPITAL IMPROVEMENTS TOTAL:** | **12,044.62** |
| | **COP-CERTIFICATE OF PARTICIPATION TOTAL:** | **12,044.62** |
| | **GRAND TOTAL:** | **199,323.63** |

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: David A. Doyle, City Manager

SUBJECT: AGREEMENTS FOR FY 2021-22 LAW ENFORCEMENT SERVICES AND CROSSING GUARD SERVICES

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**Recommended Actions:**

1. Authorize the City Manager to execute the agreement with the County of Orange for FY 2021-22 law enforcement services; and

2. Authorize the City Manager to execute the agreement with All City Management Services, Inc. for school crossing guard services.

**Fiscal Impact:**

The cost for the agreement with the County of Orange for FY 2021-22 law enforcement services is $9,504,370. Approximately two years ago, the Board of Supervisors approved a new labor contract for OCSD employees. The agreement amount for FY 2021-22 increased by approximately $414,258 or 4.56% due to salary increases and overhead costs compared to the prior year.

The cost for the crossing guard services agreement is $209,732 for a one-year term without the "hybrid" school schedule due to COVID-19. This is an increase of $14,241 or 9.3% primarily due to an increase in wages for the crossing guards compared to the prior year.

**Background:**

The City of Aliso Viejo has contracted with the County of Orange for the Sheriff-Coroner to provide law enforcement services since 2001. Over the past few years, the City has decreased staffing by ½ an investigator resulting in shared cost and case load with the City of Laguna Woods. The City also decreased the cost of a Crime Prevention Specialist by removing it from the law enforcement services agreement and hiring a part-time City employee to perform the duties. The School Resource Officer is a shared annual cost with the City of Laguna Niguel and the supervisors are a shared resource with the Cities

of Laguna Hills and Laguna Woods with each paying a third for four patrol supervisor positions.

**Discussion:**

Law Enforcement Services Agreement

| Staff | FY 2020-21 | FY 2021-22 |
|---|---|---|
| Captain | 1 | 1 |
| Administrative Sergeant | 1 | 1 |
| Patrol Sergeants | 1.33 | 1.33 |
| Investigators | 1.5 | 1.5 |
| Patrol Deputies (DSII) | 14 | 14 |
| School Resource Officer | .65 | .65 |
| Motorcycle Deputies | 2 | 2 |
| Directed Enforcement Deputy | 1 | 1 |
| **Sworn Compliment** | **22.48** | **22.48** |

| | | |
|---|---|---|
| Community Service Officer | 2 | 2 |
| Emergency Manager | 1 | 1 |
| **Non-Sworn** | **3** | **3** |

Crossing Guard Agreement

The City has used All City Management Services ("All City") as the crossing guard vendor for the past 17 years. Staff has been pleased with All City. All City, which also performs crossing guard services in other South County cities, provides Aliso Viejo with 10 crossing guards per school day. The costs increase is due to benefits and minimum wage rate adjustments. Staff will continue to monitor key crossings throughout the community and report back to the City Council if changes in coverage are warranted.

**Attachments:**

1. Law Enforcement Services Agreement

2. Cost Spreadsheet

3. Crossing Guard Services Agreement

**AGREEMENT**

**BETWEEN THE**

**CITY OF ALISO VIEJO**

**AND THE**

**COUNTY OF ORANGE**

**THIS AGREEMENT** is entered into this First day of May 2021, which date is enumerated for purposes of reference only, by and between the CITY OF ALISO VIEJO, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**RECITALS:**

**WHEREAS,** CITY wishes to contract with COUNTY for law enforcement services; and

**WHEREAS,** COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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## TABLE OF CONTENTS


| SECTION | | PAGE |
|---|---|---|
| A. | TERM……. | 3 |
| B. | OPTIONAL TERMINATION OR EXTENSION | 3 |
| C. | REGULAR SERVICES BY COUNTY | 3 |
| D. | ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY | 6 |
| E. | PATROL VIDEO SYSTEMS | 9 |
| F. | LICENSING SERVICES BY CITY | 10 |
| G. | PAYMENT | 10 |
| H. | NOTICES | 14 |
| I. | STATUS OF COUNTY | 14 |
| J. | STATE AUDIT | 15 |
| K. | ALTERATION OF TERMS | 15 |
| L. | INDEMNIFICATION | 15 |
| M. | TRAFFIC VIOLATOR APPREHENSION PROGRAM | 17 |
| N. | MOBILE DATA COMPUTERS | 19 |
| O. | E-CITATION UNITS | 21 |
| SIGNATURE PAGE | | 23 |
| Attachment A: | Regular Services by County | |
| Attachment B: | City Ordinances | |
| Attachment C: | Payment | |
| Attachment D: | County Billing Policy | |
| Attachment E: | Forfeited and Seized Asset Policy | |
| Attachment F: | TVAP Resolution | |
| Attachment G: | TVAP Form | |


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**A. TERM**:

The term of this Agreement shall commence July 1, 2021 and terminate June 30, 2022 unless earlier terminated by either party or extended in the manner set forth herein.

**B. OPTIONAL TERMINATION OR EXTENSION:**

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 2022 for COUNTY to provide to CITY, during all or part of the period between July 1, 2022 and June 30, 2023, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2022 and August 31, 2022, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2021 through June 30, 2022. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

**C. REGULAR SERVICES BY COUNTY:**

1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "SHERIFF", shall render to CITY law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of CITY other than licensing ordinances.

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**C. REGULAR SERVICES BY COUNTY:** (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to the CITY's Council.
3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 2021 through June 30, 2022, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Captain in charge of CITY Police Services. If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Captain to

**C. REGULAR SERVICES BY COUNTY:** (Continued)

CITY as soon as possible once the emergency situation is under control.

7. With respect to the licensing ordinances of CITY listed in Attachment B hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment B hereto, except the investigations relating to initial applications for which this subsection provides.

8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment C and incorporated herein by this reference, and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2.

**C. REGULAR SERVICES BY COUNTY:** (Continued)

Prior approval by COUNTY's Board of Supervisors and CITY's Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2 of this Agreement.

**D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular

**D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of

**D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of SHERIFF at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.

5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY.

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**E. PATROL VIDEO SYSTEMS:**

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.
2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2021 through June 30, 2022.
4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth

**E. PATROL VIDEO SYSTEMS:** (Continued)

in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade PVS.

**F. LICENSING SERVICES BY CITY:**

Upon receipt from COUNTY of investigations of applications for licenses referred to in Subsection C-7 of this Agreement, CITY Manager shall determine whether to grant or deny the licenses and will issue the licenses or notify the applicants of denial. CITY shall provide all attorney services related to the granting, denial, revocation and administration of said licenses and the enforcement of CITY ordinances pertaining to said licenses.

**G. PAYMENT:**

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service set forth in Attachment A is increased or decreased pursuant to mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for full cost of services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period July 1, 2021 through June 30, 2022, shall be $9,504,370 as set forth in Attachment C.

**G. PAYMENT:** (Continued)

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.

3. COUNTY shall invoice CITY monthly. During the period July 1, 2021 through June 30, 2022, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2021 and June 30, 2022.

4a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2021-22 costs set forth in Attachment C nor in the Fiscal Year 2021-22 Maximum Obligation of City set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2021, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for

**G. PAYMENT:** (Continued)

such increases on a pro-rata basis over the portion of the period between July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 2021 through June 30, 2022, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

4b. If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2021 through June 30, 2022 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

**G. PAYMENT:** (Continued)

5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment D and incorporated herein by this reference.
6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.
7. As payment for the Licensing Services described in Subsection C-7 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses pursuant to CITY ordinances listed in Attachment B hereto. Retention of said fees by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.
8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY established rates and will be credited to CITY on an annual basis.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.

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**H. NOTICES:**

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

**CITY:** ATTN: CITY MANAGER
12 JOURNEY, SUITE #100
ALISO VIEJO, CA 92656 - 5335

**COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

**I. STATUS OF COUNTY:**

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

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**J. STATE AUDIT:**

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

**K. ALTERATION OF TERMS:**

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

**L. INDEMNIFICATION:**

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY, and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or

**L. INDEMNIFICATION: (Continued)**

independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based upon or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

1. COUNTY has established a Traffic Violator Apprehension Program ["the Program"], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the same amount as approved by COUNTY, as set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new resolution TVAP pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement. As COUNTY updates its fees for the program periodically. COUNTY will provide written notice to CITY of the updated

**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

fees. CITY'S participation in the Program will terminate if CITY determines not to adopt the updated fees for the Program.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.

3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:

   - Ten one hundredths of one (0.10) Sergeant
     (8 hours per two-week pay period)
   - One (1) Staff Specialist
     (80 hours per two-week pay period)
   - One (1) Office Specialist
     (80 hours per two-week pay period)

4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase. In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by CITY's

**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by COUNTY, CITY and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, COUNTY, at the option of CITY, will reduce the level of Program service to be provided to CITY or will continue to provide the existing level of Program services. COUNTY will charge CITY the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. The amount of any revenue shortfall charged to CITY will be determined, at the time the revenue shortfall is experienced, according to CITY's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of Program service provided to CITY shall be made by SHERIFF with the approval of CITY.

**N. MOBILE DATA COMPUTERS:**

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund

**N. MOBILE DATA COMPUTERS:** (Continued)

for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2021 through June 30, 2022.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional

   MDCs are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by COUNTY from the replacement/ upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade MDCs.

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**O. E-CITATION UNITS:**

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2021 through June 30, 2022.
4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY

**O. E-CITATION UNITS**: (Continued)

set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.

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**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT in the County of Orange, State of California.

DATED:_____

CITY OF ALISO VIEJO

ATTEST:_____
City Clerk

BY:_____
Mayor

APPROVED AS TO FORM:

BY:_____
City Attorney

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DATED:_____

COUNTY OF ORANGE

BY:_____
Chairman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
Attest:

_____
Robin Stieler
Clerk of the Board
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY:_____
Deputy

DATED: 4/27/21

# ORANGE COUNTY SHERIFF-CORONER
# FY 2021-22 LAW ENFORCEMENT CONTRACT
# CITY OF ALISO VIEJO

## "REGULAR SERVICES BY COUNTY"
## (Subsection C-3)

### LEVEL OF SERVICE PROVIDED BY SHERIFF:

| Title | Detail | Quantity | Frequency |
|---|---|---|---|
| **MANAGEMENT:** | | | |
| Captain | | 1.00 | |
| **SUPERVISION:** | | | |
| Sergeant | Administrative | 1.00 | 80 hrs./ per two wk. pay period |
| Sergeant | Patrol | 1.00 | 80 hrs./ per two wk. pay period |
| Sergeant (shared) | Patrol | 0.33 | 26.40 hrs./ per two wk. pay period |
| **INVESTIGATION SERVICES:** | | | |
| Investigator | | 1.00 | 80 hrs./ per two wk. pay period |
| Investigator (shared) | | 0.50 | 40 hrs./ per two wk. pay period |
| **PATROL AND TRAFFIC SERVICES*:** | | | |
| Deputy Sheriff II -Patrol | Patrol | 15.00 | each, 80 hrs./ per two wk. pay period |
| Deputy Sheriff II -Motor | Traffic | 2.00 | each, 80 hrs./ per two wk. pay period |
| **ADDITIONAL SERVICES:** | | | |
| Community Services Officer | Parking Control | 2.00 | each, 80 hrs./ per two wk. pay period |
| Deputy Sheriff II (shared) | School Resource Officer | 0.65 | 52 hrs./ per two wk. pay period |
| Sr. Emerg. Mgmt. Prog. Coord. | | 1.00 | 80 hrs./ per two wk. pay period |
| **TOTAL** | | **25.48** | |

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

### REGIONAL / SHARED STAFF:

| Title | Regional Team | Quantity | % Allocation |
|---|---|---|---|
| **TRAFFIC:** | | | |
| Sergeant | Traffic | 0.60 | 4.90% |
| Deputy Sheriff II | Traffic | 4.00 | 4.90% |
| Investigative Assistant | Traffic | 2.00 | 4.90% |
| Office Specialist | Traffic | 1.00 | 4.90% |
| **AUTO THEFT:** | | | |
| Sergeant | Auto Theft | 0.30 | 4.66% |
| Investigator | Auto Theft | 2.00 | 4.66% |
| Investigative Assistant | Auto Theft | 1.00 | 4.66% |
| Office Specialist | Auto Theft | 1.00 | 4.66% |
| **DET:** | | | |
| Sergeant | DET | 1.00 | 10.48% |
| Investigator | DET | 1.00 | 10.48% |
| **COURTS:** | | | |
| Investigative Assistant | Courts | 2.00 | 11.45% |
| **MOTORCYCLE (shared Supervision):** | | | |
| Sergeant | Motorcycle Supervision | 1.00 | 8.00% |
| **TOTAL** | | **16.90** | |

**ATTACHMENT B**

**CITY OF ALISO VIEJO**

**ORDINANCE NO. 2010-126**

**LICENSING**

ADULT BUSINESS ENTERTAINER PERMIT INCLUDES DANCE INSTRUCTOR (NUDE), DANCE STUDIO (NUDE), FIGURE MODEL (NUDE), FIGURE MODEL STUDIO (NUDE), INTERLOCUTRIX (NUDE), INTRODUCTORY SERVICE, AND RAP SESSION (NUDE)

BINGO GAME

CANVASSER/SOLICITOR

ESCORT SERVICES

JUNK COLLECTOR

JUNK DEALER

MASSAGE ESTABLISHMENT (Includes FBI fees)

MASSAGE PRACTITIONER/TECHNICIAN (Includes FBI fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RETAIL SALE OF FIREARMS/GUN DEALER

SECONDHAND DEALER (PAWNBROKER)

SECURITY SYSTEM

TAXICAB STAND

**ORANGE COUNTY SHERIFF-CORONER**
**FY 2021-22 LAW ENFORCEMENT CONTRACT**
**CITY OF ALISO VIEJO**

# "PAYMENT"
## (Subsection G-2)

**COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):**

| Title | Detail | Quantity | Cost of Service (each) | Cost of Service Total |
|---|---|---|---|---|
| **MANAGEMENT:** | | | | |
| Captain | | 1.00 | $ 435,561 | $ 435,561 |
| **SUPERVISION:** | | | | |
| Sergeant | Administrative | 1.00 | $ 364,762 | $ 364,762 |
| Sergeant | Patrol | 1.00 | $ 364,764 | $ 364,764 |
| Sergeant (shared) | Patrol | 0.33 | $ 364,764 | $ 120,372 |
| **INVESTIGATION SERVICES:** | | | | |
| Investigator | | 1.00 | $ 367,234 | $ 367,234 |
| Investigator (shared) | | 0.50 | $ 367,234 | $ 183,617 |
| **PATROL AND TRAFFIC SERVICES:** | | | | |
| Deputy Sheriff II -Patrol | Patrol | 15.00 | $ 302,503 | $ 4,537,545 |
| Deputy Sheriff II -Motor | Traffic | 2.00 | $ 307,659 | $ 615,318 |
| **ADDITIONAL SERVICES:** | | | | |
| Community Services Officer | Parking Control | 2.00 | $ 138,984 | $ 277,968 |
| Deputy Sheriff II (shared) | School Resource Officer | 0.65 | $ 302,505 | $ 196,628 |
| Senior Emerg. Mgmt. Prog. Coord. | | 1.00 | $ 188,781 | $ 188,781 |
| **TOTAL POSITIONS** | | **25.48** | | **$ 7,652,551** |

**REGIONAL / SHARED STAFF:**

| Title | Regional Team | Quantity | % Allocation | Cost $ |
|---|---|---|---|---|
| **TRAFFIC:** | | | | |
| Sergeant | Traffic | 0.60 | 4.90% | $ 14,538 |
| Deputy Sheriff II | Traffic | 4.00 | 4.90% | $ 70,941 |
| Investigative Assistant | Traffic | 2.00 | 4.90% | $ 14,775 |
| Office Specialist | Traffic | 1.00 | 4.90% | $ 5,609 |
| **AUTO THEFT:** | | | | |
| Sergeant | Auto Theft | 0.30 | 4.66% | $ 6,906 |
| Investigator | Auto Theft | 2.00 | 4.66% | $ 32,065 |
| Investigative Assistant | Auto Theft | 1.00 | 4.66% | $ 6,963 |
| Office Specialist | Auto Theft | 1.00 | 4.66% | $ 5,280 |
| **DET:** | | | | |
| Sergeant | DET | 1.00 | 10.48% | $ 45,316 |
| Investigator | DET | 1.00 | 10.48% | $ 41,443 |
| **COURTS:** | | | | |
| Investigative Assistant | Courts | 2.00 | 11.45% | $ 34,239 |
| **MOTORCYCLE (shared Supervision):** | | | | |
| Sergeant | Motorcycle Supervision | 1.00 | 8.00% | $ 30,979 |
| **TOTAL REGIONAL/SHARED** | | **16.90** | | **$ 309,054** |

**OTHER CHARGES AND CREDITS (Subsection G-2):**

**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for two (2) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen and thirty-three hundredths (18.33) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eleven and thirty-three hundredths (11.33) units; premium pay for biligual staff, education incentive pay and on-call; services and supplies; and transportation charges.

**CREDITS:**

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2021-22; reimbursement for restitution.

| | | |
|---|---|---|
| **TOTAL OTHER CHARGES AND CREDITS** | **$** | **1,542,765** |
| **TOTAL COST OF SERVICES (Subsection G-2)** | **$** | **9,504,370** |

# COUNTY BILLING POLICY
## APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than $10,000 but not more than $200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

## IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

## V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus $100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced $48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be $44,000, representing 11/12ths of the total amount. In July 19X1, the $44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

## POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

### BACKGROUND

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

### CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

# RESOLUTION NO. 2021-04

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING THE ORANGE COUNTY SHERIFF'S DEPARTMENT TO COLLECT ITS UPDATED FEE FOR THE TRAFFIC VIOLATOR APPREHENSION PROGRAM IN THE CITY OF ALISO VIEJO

**WHEREAS,** the Orange County Sheriff-Coroner ("the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and parking; and

**WHEREAS**, the Sheriff operates the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in cities (such as the City of Aliso Viejo) that contract for the Sheriff's law enforcement services; and

**WHEREAS**, operating the Traffic Violator Apprehension Program on an area-wide basis without regard to jurisdictional boundaries between the County and contract cities serves the public purpose of the City because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

**WHEREAS**, on March 28, 2000, the Orange County Board of Supervisors adopted Resolution No. 00-96, which established fees for the Traffic Violator Apprehension Program that are applicable in unincorporated areas of the County. The fees established by County Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

**WHEREAS**, on August 7, 2001, the Aliso Viejo City Council adopted Resolution No. 2001-046, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County's fees as set forth in County Resolution No. 00-96; and

**WHEREAS**, the Board of Supervisors has established an interest-earning, budgeted special revenue fund, called the "Traffic Violator Fund" and designated as Fund 13B, to be controlled by the Sheriff; and

**WHEREAS**, the Board of Supervisors has directed that proceeds from the Traffic Violator Apprehension Program fees be deposited into the Traffic Violator Fund; and

**WHEREAS**, the Board of Supervisors has directed that funds from the Traffic Violator Fund must be used to reimburse the Sheriff for the administrative costs associated with the removal, storage, impound, and release of vehicles in accordance with the California Vehicle Code ("Vehicle Code"); and

**WHEREAS**, the Sheriff impounds vehicles removed from highways, public property, and private property in the unincorporated areas of the County and in contract cities pursuant to the following authority under the Vehicle Code:

| Vehicle Code Section and Impound Ground | |
|---|---|
| 14602.6 | Suspended, revoked or unlicensed driver/30-day hold |
| 22651 (a) | Unattended vehicle on bridge |
| 22651 (d) | Vehicle blocking driveway |
| 22651 (e) | Vehicle blocking fire hydrant |
| 22651 (f) | Vehicle blocking freeway |
| 22651 (h) (1) | Driver arrested |
| 22651 (h) (2) | Order of suspension or revocation pursuant to section 13388 |
| 22651 (i) (1) | Multiple parking citations |
| 22651 (j) | Lack of vehicle registration |
| 22651 (k) | Parking over seventy-two hours |
| 22651 (l) | Parking in a construction zone |
| 22651 (m) | Violation of special events restriction |
| 22651 (n) | No parking zone |
| 22651 (o) (1) | Vehicle registration is incorrect, falsified or expired by more than six months |
| 22651 (p) | Driver unlicensed or license suspended |
| 22651 (r) | Vehicle blocking another vehicle |
| 22651 (t) | Notice to appear/illegal amber lights |
| 22651 (u) | Acting as a car dealer without a license or temporary permit |
| 22651 (v) | Illegally letting stand a mobile billboard advertisement |
| 22651 (w) | Second or subsequent violation of an ordinance |
| 22655.3 | Removal for investigation (fleeing in violation of section 2800.1 or 2800.2) |

22655.5 (a) Vehicle was used as the means of committing a public offense

22655.5 (b) Vehicle is evidence of crime

22669 Abandoned vehicle

**WHEREAS**, Vehicle Code section 22850.5 authorizes the City Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

**WHEREAS**, approximately 20 years have passed since the Board of Supervisors first established the Traffic Violator Apprehension Program fees in County Resolution No. 00-96; and

**WHEREAS**, a cost study prepared in 2020 by the Sheriff demonstrated a need to update the County's Traffic Violator Apprehension Program fees. The Sheriff's cost study determined that the Sheriff's administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded under the Vehicle Code is $144.00 per removal; and

**WHEREAS**, on November 17, 2020, the Board of Supervisors adopted an updated Traffic Violator Apprehension Program fee of $144.00 per removal; and

**WHEREAS**, consistent with the City's authority under Vehicle Code section 22850.5, the Sheriff has requested that the City update its Traffic Violator Apprehension fees to match the County's new fee of $144.00 per removal;

**WHEREAS**, the City Council desires to update the Traffic Violator Apprehension Program fee to match the County and further desires for the Sheriff to continue to collect the fee on behalf of the City. Continuing with such a practice will ensure that persons whose vehicles are impounded, rather than the public as a whole, will bear the administrative costs of such impounds; and

**WHEREAS**, Vehicle Code section 22850.5 imposed the following restrictions on the imposition of this administrative fee:

a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and

b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and

c) The charges shall be in addition to any other charges authorized or imposed pursuant to this code; and

d) The fee does not include any administrative costs associated with conducting a hearing or appeal relating to the removal, impound, storage, or release of a vehicle; and

**WHEREAS**, in addition to the limitations set forth above, it is also unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being drive, if the owner makes good faith attempts promptly to remove the vehicle from location where it is not permitted, 2) when the vehicle was stolen, 3) when the vehicle was left by an ill or injured driver, and 4) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

**WHEREAS**, a notice of public hearing with respect to the proposed new Traffic Violator Apprehension Program fee provided herein was given according to law; and

**WHEREAS**, a public hearing pertaining to the new Traffic Violator Apprehension Program fee was held on January 7, 2021; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:**

SECTION 1. The recitals above are true and correct and are hereby adopted as findings, as if fully set forth herein.

SECTION 2. The City Council finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the adoption of this Resolution is exempt from CEQA pursuant to Public Resources Code section 21080 (b)(8) and Sections 15061(b)(3) and 15273(a)(1) of Title 14 of the California Code of Regulations because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, this Resolution does not undertake any project that has the potential for causing a significant effect on the environment as the Resolution simply authorizes the Orange County Sheriff's Department to collect its updated operating cost-recovery fee for the removal, impoundment, and storage of vehicles for specified Vehicle Code violations.

SECTION 3. That on January 20, 2021, the administrative fee indicated below shall become effective for the removal, impound, storage, or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of provisions of the Vehicle Code listed below:

A fee of $144.00 for each removal of a vehicle in accordance with or on account of violation of Vehicle Code sections:

14602.6 Suspended, revoked or unlicensed driver/30-day hold

22651 (a) Unattended vehicle on bridge

22651 (d) Vehicle blocking driveway

22651 (e) Vehicle blocking fire hydrant

22651 (f) Vehicle blocking freeway

22651 (h) (1) Driver arrested

22651 (h) (2) Order of suspension or revocation pursuant to section 13388

22651 (i) (1) Multiple parking citations

22651 (j) Lack of vehicle registration

22651 (k) Parking over seventy-two hours

22651 (l) Parking in a construction zone

22651 (m) Violation of special events restriction

22651 (n) No parking zone

22651 (o) (1) Vehicle registration is incorrect, falsified or expired by more than six months

22651 (p) Driver unlicensed or license suspended

22651 (r) Vehicle blocking another vehicle

22651 (t) Notice to appear/illegal amber lights

22651 (u) Acting as a car dealer without a license or temporary permit

22651 (v) Illegally letting stand a mobile billboard advertisement

22651 (w) Second or subsequent violation of an ordinance

22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)

22655.5 (a) Vehicle was used as the means of committing a public offense

22655.5 (b) Vehicle is evidence of crime

22669 Abandoned vehicle

SECTION 4. The Sheriff is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to the fee.

SECTION 5. The fee established herein shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle, shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

SECTION 6. The fee established herein shall be collected only from the registered owner or an agent of the registered owner and that said fee is in addition to any other charges authorized or imposed pursuant to the Vehicle Code.

SECTION 7. The fee established herein complies with Vehicle Code section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the $144.00 per removal fee did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

SECTION 8. The Sheriff shall not impose the fee established herein in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted: (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured drive; or (d) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 9. A registered owner or an agent of a registered owner who believes he/she/they are exempt from the fee established herein under any of the criteria listed in Section 8 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the Sheriff may request, to the City's Administrative Sergeant. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the Sheriff, the Administrative Sergeant or his/her designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

SECTION 10. Until further order of the City Council, the Sheriff is directed to deposit the proceeds of the fee established herein into Traffic Violator Fund in the County Treasury. Proceeds from the Traffic Violator Fund shall be used in conformance with the County's restrictions for the same as well as in conformance with any applicable provisions set forth in the City's agreement with the County for the Sheriff's law enforcement services.

SECTION 11. Until further order of the City Council, the Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein.

SECTION 12. This Resolution supersedes Resolution No. 2001-046.

**PASSED, APPROVED, AND ADOPTED** this 20th day of January, 2021.

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

ATTEST:

Mitzi Ortiz, MMC
City Clerk

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss.
CITY OF ALISO VIEJO )

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing Resolution No. 2021-04 duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 20th day of January, 2021, by the following roll call vote, to wit:

AYES: Mayor Ackley, Mayor Pro Tem Chun, Councilmembers Harrington, Hurt, and Munzing

NOES: None

ABSENT: None

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

**ORANGE COUNTY SHERIFF-CORONER**
**TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST

## CONTRACT CITY

| Participating City Request to Purchase From the TVA in FY | Date |
|---|---|

| QUANTITY | ITEM DESCRIPTION | APPLICABILTY TO TVA PROGRAM | ESTIMATED COST |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

CERTIFICATION

THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM

CITY MANAGER REQUEST:

Printed Name _____

Signature: _____ DATE _____

APPROVALS

## ORANGE COUNTY SHERIFF-CORONER DEPARTMENT

**Recommended For Approval**

| CITY POLICE SERVICES CHIEF | MANAGER – TVA PROGRAM |
|---|---|
| | |

OCSD
BUDGET
USE ONLY

# CITY OF ALISO VIEJO

## FISCAL YEAR 2021-2022

**FINAL**

April 19, 2021

**Share:** Four (4) Sergeants with LH, LW ( 1/3 AV, 1/3 LH, 1/3 LW)
One (1) Deputy Sheriff II - School Resources Officer (SRO) with LN (0.35)
One (1) Investigator Position with LW (0.50)

**Increase:** Estimated Vacancy from $150,000 to $200,000

| | | | SALARIES & EMPLOYEE BENEFITS | | | | | | INDIRECT COSTS | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NO | DIRECT PURCHASE POSITIONS | | SALARY | OVERTIME | BENEFITS | POST PAY | SERVICES & SUPPLIES | TRANSP. | DEPT. OH | DIV. OH | TRAINING | COUNTY OH | OTHER | REVENUE | TOTAL |
| 1 | Captain | | 196,154 | 0 | 193,375 | 0 | 5,947 | 0 | 7,887 | 24,112 | 4,241 | 3,845 | 0 | 0 | **435,561** |
| 1 | Sergeant - Administrative | | 148,916 | 0 | 153,038 | 14,250 | 5,947 | 0 | 7,887 | 27,285 | 4,241 | 3,198 | 0 | 0 | **364,762** |
| 1.33 | Sergeant - Patrol (Share with LW) | | 198,058 | 0 | 203,542 | 18,953 | 7,910 | 0 | 10,490 | 36,289 | 5,641 | 4,253 | 0 | 0 | **485,136** |
| 1.5 | Investigator (Share w/LW) | | 196,533 | 0 | 204,603 | 17,688 | 8,921 | 0 | 11,831 | 100,715 | 6,362 | 4,199 | 0 | 0 | **550,852** |
| 15 | DS II Patrol | | 1,800,900 | 0 | 1,869,930 | 121,155 | 89,205 | 0 | 118,305 | 436,770 | 63,615 | 37,665 | 0 | 0 | **4,537,545** |
| 0.65 | DS II School Resource Officer (Share with LN) | | 78,039 | 0 | 81,030 | 5,250 | 3,866 | 0 | 5,127 | 18,927 | 2,757 | 1,632 | 0 | 0 | **196,628** |
| 2 | DS II Motorcycle | | 246,120 | 0 | 253,518 | 16,154 | 11,894 | 0 | 15,774 | 58,236 | 8,482 | 5,140 | 0 | 0 | **615,318** |
| **22.48** | **Subtotal Safety** | | **$2,864,720** | **$0** | **$2,959,036** | **$193,450** | **$133,690** | **$0** | **$177,301** | **$702,334** | **$95,339** | **$59,932** | **$0** | **$0** | **$7,185,802** |
| 2 | Community Services Officer | | 113,254 | 0 | 80,256 | 0 | 11,894 | 0 | 15,774 | 54,570 | 0 | 2,220 | 0 | 0 | **277,968** |
| 1 | Sr. Emergency Mgt. Prog. Coord. (full position) | | 108,910 | 0 | 61,825 | 0 | 5,947 | 0 | 7,887 | 2,077 | 0 | 2,135 | 0 | 0 | **188,781** |
| **3.00** | **Subtotal Professional** | | **$222,164** | **$0** | **$142,081** | **$0** | **$17,841** | **$0** | **$23,661** | **$56,647** | **$0** | **$4,355** | **$0** | **$0** | **$466,749** |
| **25.48** | **TOTAL STAFF** | | **$3,086,884** | **$0** | **$3,101,117** | **$193,450** | **$151,531** | **$0** | **$200,962** | **$758,981** | **$95,339** | **$64,287** | **$0** | **$0** | **$7,652,551** |
| | **REGIONAL / SHARED STAFF** | | | | | | | | | | | | | | |
| 0.6 | Traffic - Sergeant | 4.90% | 6,381 | 789 | 5,512 | 419 | 194 | 299 | 232 | 440 | 125 | 147 | 0 | 0 | **14,538** |
| 4 | Traffic - Deputy Sheriff II | 4.90% | 27,227 | 5,796 | 25,934 | 1,582 | 1,295 | 3,118 | 1,545 | 2,935 | 831 | 678 | 0 | 0 | **70,941** |
| 2 | Traffic - Investigative Assistant | 4.90% | 6,666 | 119 | 5,357 | 0 | 582 | 0 | 772 | 1,146 | 0 | 133 | 0 | 0 | **14,775** |
| 1 | Traffic - Office Specialist | 4.90% | 2,626 | 31 | 1,650 | 0 | 291 | 0 | 386 | 573 | 0 | 52 | 0 | 0 | **5,609** |
| 0.3 | Auto Theft - Sergeant | 4.66% | 3,035 | 375 | 2,622 | 199 | 85 | 142 | 110 | 209 | 59 | 70 | 0 | 0 | **6,906** |
| 2 | Auto Theft - Investigator | 4.66% | 12,733 | 1,318 | 12,231 | 1,098 | 565 | 1,333 | 735 | 1,396 | 395 | 261 | 0 | 0 | **32,065** |
| 1 | Auto Theft - Investigative Assistant | 4.66% | 3,128 | 49 | 2,535 | 0 | 277 | 0 | 367 | 545 | 0 | 62 | 0 | 0 | **6,963** |
| 1 | Auto Theft - Office Specialist | 4.66% | 2,480 | 0 | 1,562 | 0 | 277 | 0 | 367 | 545 | 0 | 49 | 0 | 0 | **5,280** |
| 1 | DET Sergeant | 10.48% | 16,450 | 4,166 | 15,951 | 1,494 | 611 | 0 | 827 | 4,939 | 445 | 433 | 0 | 0 | **45,316** |
| 1 | DET Investigator | 10.48% | 14,250 | 4,574 | 14,168 | 1,236 | 611 | 0 | 827 | 4,939 | 445 | 393 | 0 | 0 | **41,443** |
| 2 | Courts - Investigative Assistant | 11.45% | 15,902 | 1,354 | 12,862 | 0 | 1,362 | 139 | 1,806 | 476 | 0 | 338 | 0 | 0 | **34,239** |
| 1 | Motorcycle Sergeant + MDC | 8.00% | 12,567 | 170 | 12,263 | 1,140 | 606 | 1,396 | 631 | 1,199 | 339 | 280 | 388 | 0 | **30,979** |
| **16.90** | **Subtotal** | | **$123,445** | **$18,741** | **$112,647** | **$7,168** | **$6,756** | **$6,427** | **$8,605** | **$19,342** | **$2,639** | **$2,896** | **$388** | **$0** | **$309,054** |

# CITY OF ALISO VIEJO

## FISCAL YEAR 2021-2022

**FINAL**

April 19, 2021

**Share:** Four (4) Sergeants with LH, LW ( 1/3 AV, 1/3 LH, 1/3 LW)
One (1) Deputy Sheriff II - School Resources Officer (SRO) with LN (0.35)
One (1) Investigator Position with LW (0.50)

**Increase:** Estimated Vacancy from $150,000 to $200,000

| | | SALARIES & EMPLOYEE BENEFITS | | | | | | INDIRECT COSTS | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| NO | ADDITIONAL COSTS/REVENUE | SALARY | OVERTIME | BENEFITS | POST PAY | SERVICES & SUPPLIES | TRANSP. | DEPT. OH | DIV. OH | TRAINING | COUNTY OH | OTHER | REVENUE | TOTAL |
| | | | | | | | | | | | | | | |
| | Overtime | | 899,238 | 64,127 | | | | | | | 17,625 | | | **980,990** |
| | Estimate: Vacancy Credit | | | | | | | | | | | (200,000) | | **(200,000)** |
| | | | | | | | | | | | | | | **0** |
| | Annual Leave (Pay Downs & Termination Pay) | | | | | | | | | | | 91,823 | | **91,823** |
| | AB109 (2011 Public Safety Realignment) | | | | | | | | | | | | (7,409) | **(7,409)** |
| | Contract Administration | | | | | | | | | | | 26,892 | | **26,892** |
| | Data Line | | | | | 1,517 | | | | | | | | **1,517** |
| 2 | E - Citation | | | | | | | | | | | 6,822 | | **6,822** |
| | Enhanced Helicopter Response Services | | | | | | 21,448 | | | | | | | **21,448** |
| | Facility Lease | | | | | 46,015 | | | | | | | | **46,015** |
| | Holiday Pay: Comp & Straight Time | | | | | | | | | | | 113,803 | | **113,803** |
| | Integrated Law & Justice Agency of Orange County | | | | | | | | | | | 2,697 | | **2,697** |
| | MDC - Acquisition | | | | | | | | | | | | | **0** |
| 18.33 | MDC - Recurring Costs | | | | | | | | | | | 67,664 | | **67,664** |
| | Patrol Training Cost Allocation (FTB) | | | | | | | | | 118,902 | | | | **118,902** |
| | Patrol Video System (PVS) - Acquisition | | | | | | | | | | | | | **0** |
| 11.33 | Patrol Video System (PVS) - Recurring Cost | | | | | | | | | | | 35,705 | | **35,705** |
| | Premium Pay | | | | | | | | | | | 83,285 | | **83,285** |
| | Retirement Rate Discount (Expenses for Interest and Issuance) | | | 3,739 | | | | | | | | | | **3,739** |
| | Retirement Rate Discount, (Gross) | | | (119,443) | | | | | | | | | | **(119,443)** |
| | Revenue/False Alarms | | | | | | | | | | | | (7,296) | **(7,296)** |
| | Revenue/Training Reimbursement | | | | | | | | | | | | | **0** |
| | Revenue/Restitution Reimbursement | | | | | | | | | | | | (2,219) | **(2,219)** |
| | Services & Supplies | | | | | 37,168 | | | | | | | | **37,168** |
| | Transportation - Vehicle Fuel, Maintenance, Mileage Interest etc. | | | | | | 240,662 | | | | | | | **240,662** |
| | **Subtotal** | **$0** | **$899,238** | **($51,577)** | **$0** | **$84,700** | **$262,110** | **$0** | **$0** | **$118,902** | **$17,625** | **$228,691** | **($16,924)** | **$1,542,765** |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | **FY 2021-22 - FINAL CONTRACT TOTAL** | **$3,210,329** | **$917,979** | **$3,162,187** | **$200,618** | **$242,987** | **$268,537** | **$209,567** | **$778,323** | **$216,880** | **$84,808** | **$229,079** | **($16,924)** | **$9,504,370** |
| | | | | | | | | | | | | | | |
| | **FY 2020-21 - FINAL CONTRACT TOTAL** | **$3,108,994** | **$887,095** | **$3,005,366** | **$191,410** | **$186,968** | **$287,430** | **$204,721** | **$659,620** | **$207,768** | **$91,717** | **$284,884** | **($25,861)** | **$9,090,112** |
| | | 3.26% | 3.48% | 5.22% | 4.81% | 29.96% | -6.57% | 2.37% | 18.00% | 4.39% | -7.53% | -19.59% | -34.56% | 4.56% |
| | | $101,335 | $30,884 | $156,821 | $9,208 | $56,019 | ($18,893) | $4,846 | $118,703 | $9,112 | ($6,909) | ($55,805) | $8,937 | **$414,258** |
| | | | | | | | | | | | | | | |

# AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May __, 2021 and is between the CITY OF ALISO VIEJO (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

**WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City's representative in dealing with the Contractor shall be designated by the City of Aliso Viejo.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-five Dollars and Thirty-three Cents **($25.33)** per hour, per Crossing Guard during the term. Based on a minimum of ten (10) and upon a projected (8,280)) hours of service the cost shall not exceed Two Hundred Nine Thousand, Seven Hundred and Thirty-two Dollars ($209,732.00) per year.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.

17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

| **CITY** | **CONTRACTOR** |
|---|---|
| **City of Aliso Viejo** | **All City Management Services, Inc.** |
| By_____ | By_____ |
| Signature | D. Farwell, Corporate Secretary |
| _____ | |
| Print Name and Title | |
| Date_____ | Date 5/5/21 |

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: David A. Doyle, City Manager

SUBJECT: THIRD AMENDMENT TO AGREEMENT WITH BEST BEST & KRIEGER FOR CITY ATTORNEY SERVICES

---

**Recommended Actions:**

1. Approve the Third Amendment to Agreement with Best Best & Krieger for City Attorney services; and

2. Authorize the City Manager to execute the Third Amendment to Agreement with Best Best & Krieger.

**Fiscal Impact:**

The proposed FY 2021-22 annual budget includes $465,000 for City Attorney services, which is projected to be sufficient to cover the cost of City Attorney services.

**Background:**

In 2012, the City conducted a Request for Proposal process relating to City Attorney services. Eight proposals were submitted by law firms interested in providing City Attorney services for the City. On June 6, 2012, the Council selected Best Best & Krieger as the preferred law firm.

**Discussion:**

The original Agreement between Best Best & Krieger and the City had a five-year term through June 30, 2017. Pursuant to Section 3.1.2 of the Agreement, the Agreement may be extended for up to three additional two-year terms upon mutual written agreement of the parties. In June 2017, the parties exercised the first renewal option to enter into a First Amendment to extend the term of the agreement through June 30, 2019. In April 2019, the parties exercised the second renewal option to enter into a Second Amendment to extend the term of the agreement through June 30, 2021.

The City Attorney's Office provides general legal services as well as specialized legal counsel in the areas of NPDES, General Plan, Zoning Code, codification and litigation. The Council conducts an annual performance evaluation of the City Attorney and has approved continuing to contract with Best Best & Krieger every year. Staff has been very pleased with the knowledge, professionalism and service provided by Best Best & Krieger. Moreover, Best Best & Krieger's experience with the City and institutional knowledge have proven to be a valuable resource.

Staff recommends that the Council approve the Third Amendment to exercise the renewal option and extend the term of the agreement to June 30, 2023.

**Attachment:**

1. Agreement Amendment

**CITY OF ALISO VIEJO**
**THIRD AMENDMENT TO AGREEMENT FOR**
**CITY ATTORNEY SERVICES**

**1. PARTIES AND DATE.**

This Third Amendment to Agreement for City Attorney Services ("Third Amendment") is entered into on the 2nd day of June, 2021, by and between the City of Aliso Viejo, a municipal organization ("City") and Best Best & Krieger LLP ("BB&K"). City and BB&K are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for City Attorney services dated July 18, 2012 ("Agreement").

2.2 First Amendment. The Parties entered into a First Amendment dated June 21, 2017 to extend the term provided in Section 3.1.2 of the Agreement.

2.3 Second Amendment. The entered into a Second Amendment dated April 17, 2019 in order to extend the term of the Agreement and adjust the annual compensation increase factor to be consistent with the City's annual Consumer Price Index factor.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement.

**3. TERMS.**

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the second option to renew the Agreement and extend the term of the Agreement for two years from July 1, 2021 to June 30, 2023 unless earlier terminated as provided in the Agreement.

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Services on this 2nd day of June, 2021.

***[Signatures on the following page]***

**CITY OF ALISO VIEJO**

By: _____
David A. Doyle
City Manager

**Attest:**

By: _____
Mitzi Ortiz, MMC
City Clerk

**Approved as to Compliance with Budget:**

By: _____
Gina Tharani
Director of Financial Services

**BEST BEST & KRIEGER LLP**

By: _____
Scott C. Smith
Partner

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Charlene Cheng, Management Analyst

SUBJECT: AMENDMENT TO AGREEMENT FOR PROFESSIONAL VIDEOGRAPHY AND PRODUCTION SERVICES – WINTER VISUALS

---

**Recommended Actions:**

1. Approve a First Amendment to the Agreement with Winter Visuals to perform video production services that extends the existing agreement for one additional year; and

2. Authorize the City Manager to execute the First Amendment to the Agreement.

**Fiscal Impact:**

The amendment includes a rate increase of 3% with an increase of $30,750 to the total agreement amount. Funding is proposed in the FY 2021-22 budget.

**Background:**

Since 2015, Winter Visuals has been contracted to produce the State of the City video and televise City Council meetings. Additionally, Winter Visuals has been contracted since 2016 to produce the City's Featured Business of the Month videos, as well as other promotional videos.

**Discussion:**

Staff has been extremely satisfied with the performance of Winter Visuals throughout the years. Winter Visuals has demonstrated excellent skills in videography, mixing, and production, and offers custom tailored services to the City and has proven to be collaborative, creative, and responsive.

Staff recommends City Council authorize the City Manager to extend the agreement with Winter Visuals for videography and production services for the City of Aliso Viejo for one (1) additional one-year term.

**Attachment:**

1. First Amendment to Agreement

**CITY OF ALISO VIEJO**

**FIRST AMENDMENT TO**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**VIDEOGRAPHY AND PRODUCTION SERVICES**

## 1. PARTIES AND DATE.

This First Amendment to the **PROFESSIONAL SERVICES AGREEMENT FOR VIDEOGRAPHY AND PRODUCTION SERVICES** ("First Amendment") is entered into on the 1st day of July, 2021, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **WINTER VISUALS, A SOLE PROPRIETORSHIP** (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

## 2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled **PROFESSIONAL SERVICES AGREEMENT FOR VIDEOGRAPHY AND PRODUCTION SERVICES** dated July 18, 2018 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term; to increase the total compensation under the Agreement by **Thirty Thousand, Seven Hundred Fifty Dollars ($30,750)**.

## 3. TERMS.

3.1 Term.

Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one (1) year(s) from July 1, 2021 to June 30, 2022, unless earlier terminated as provided in the Agreement.

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this First Amendment shall not exceed **One Hundred Twenty-One Thousand, Two Hundred Sixty-Three Dollars ($121,263)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit "B" attached hereto.

3.3 Declaration of Political Contributions. Prior to the City's approval of this Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of their employees, including any employee(s) that Consultant intends to assign to perform the Services described in this First Amendment.

3.4 Continuing Effect of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.6 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR VIDEOGRAPHY AND PRODUCTION SERVICES BETWEEN THE CITY OF ALISO VIEJO AND WINTER VISUALS**

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this 18th day of July, 2021.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Gina Tharani
Director of Financial Services

**WINTER VISUALS**

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

**CITY OF ALISO VIEJO**

**DECLARATION OF POLITICAL CONTRIBUTIONS**

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

_____

_____

_____

_____

_____

_____

_____

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

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

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

**CITY OF ALISO VIEJO**

**ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY**

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

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

| | |
|---|---|
| Name of Business | Print Name |
| Signature | |
| Date | |

**EXHIBIT "A"**
**TO FIRST AMENDMENT TO**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**VIDEOGRAPHY AND PRODUCTION SERVICES**

**SCOPE OF SERVICES**

**Services relating to Bulletin Board and Video Playback include:**

- Design and create Bulletin Board pages as directed by the City.
- Program, schedule, mix down of shows to playback.
- Manage records on day-to-day operations including maintenance schedules for equipment.
- Other video related duties as assigned by City Staff.

**Services relating to televising Council Meetings include:**

- Prior to each Council Meeting, perform preparation work consisting of testing signals and equipment; and creating agenda graphics.
- Operate the audio/visual equipment for the live broadcast of Council Meetings.
- After each Council Meeting, perform post production work consisting of encoding the Leightronix server to replay the broadcast of Council Meetings; creating DVDs for archival purposes and wrapping the production.
- An initial graphics package will be designed and created at no additional charge.

**Services relating to the State of the City:**

- Create the State of the City video for the City of Aliso Viejo. The video will be shot at various locations utilizing Winter Visuals television equipment (GoPro, drone, HD camera equipment, audio equipment as needed) and camera operator(s).
- Video will be shot in HiDef and delivered in a web friendly format to be determined by City Information Technology staff. In addition, a DVD will be provided and encoded to the City's television playback system and/or any other format required for City use.
- Editing and graphics are to be created on Winter Visuals nonlinear editing computers and music will be added in the background.

**Services relating to Business Highlight Videos:**

- Create fourteen (14) thirty- to sixty-second segments on Aliso Viejo business owners. Segments will be recorded and produced by Winter Visuals.

- Twelve segments shall feature businesses in a unique and flattering way to enhance sales and promote the community. Segments shall include interviews with business owner or representatives.

- Two of the videos shall be of the Aliso Viejo Center and Aliso Viejo Aquatic Center.

**Services relating to other projects:**

- Film and produce videos for Aliso Viejo Ranch and City campaigns and events as assigned by City staff.

The work shall be performed primarily by Eric Winter unless otherwise authorized by the City's representative.

**EXHIBIT "B"**
**TO FIRST AMENDMENT TO**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**VIDEOGRAPHY AND PRODUCTION SERVICES**

| Event | Cost |
|---|---|
| Business of the Month Video | $714 / each |
| State of the City Video | Up to $5,000 |
| City Promotional Video | $714 / each |
| City Council Meetings (up to 3 hours)<br>Additional Hours | $383<br>$96 |
| Audio Visual Coordination (2 hour minimum) | $49 / hour |
| Miscellaneous Projects | Per rate sheet below |

2021 Winter Visuals Rate Sheet

| | | | | |
|---|---|---|---|---|
| Full Day | Camera Rental & Operator | 1 | $550 | $550.00 |
| 1/2 Day | Camera Rental & Operator | 1 | $350 | $350.00 |
| | | | | $0.00 |
| Per Day | Travel Days | 1 | $175 | $175.00 |
| Full Day | Grip / Assistant | 1 | $225 | $225.00 |
| Per Day | 3 Light Kit | 1 | $150 | $150.00 |
| Per Hour | Editing / Revisions / UL/Retouch | 1 | $90 | $90.00 |
| Per Ins | Insurance Cert | 1 | $75 | $75.00 |
| Per Track | VO's | 1 | $75 | $75.00 |
| Per Track | Music | 1 | $75 | $75.00 |
| Per Day | Studio Rental | 1 | $2000 | $2000.00 |
| 1/2 Day | Studio Pre light | 1 | $1000 | $1000.00 |
| 1/2 Day | Drone | 1 | $500 | $500.00 |
| Per Hour | Teleprompter | 1 | $125 | $125.00 |
| Per Day | Wireless Audio | 1 | $100 | $100.00 |
| Full Day | Hair & Makeup | 1 | $850 | $850.00 |
| 1/2 Day | Hair & Makeup | 1 | $550 | $550.00 |

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

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

SUBJECT: AMENDMENT TO AGREEMENT FOR ENGINEERING, PUBLIC WORKS, BUILDING & SAFETY AND CODE ENFORCEMENT SERVICES FOR CHARLES ABBOTT ASSOCIATES

---

**Recommended Actions:**

1. Approve a Third Amendment to the Agreement with Charles Abbott Associates, Inc. (CAA) to perform engineering, public works, building & safety and code enforcement services that extends the term two (2) years and increases the agreement amount by $2,700,000; and
2. Authorize the City Manager to execute the Third Amendment to the Agreement.

**Fiscal Impact:**

The proposed FY 2021-22 general fund budget includes about $1,130,000 for engineering, public works, building & safety and code enforcement services. Based on previous years and anticipated development projects, an estimated $450,000 of building & safety revenues will be received in 2021-22 to offset general fund expenditures. In addition to the general fund, the FY 2021-22 CIP budget includes projected expenditures of up to $120,000 and developer/utility deposit account expenditures of about $85,000.

The budget amounts include a rate increase of 1.7% as allowed by the agreement as well as minor staffing adjustments.

The agreement amendment amount of $2,700,000 covers the 2-year term and allows for contingency funds if required.

**Background:**

The City entered into an agreement for engineering, public works, building & safety and code enforcement services with CAA on July 1, 2001. On August 1, 2012, the Council approved a Request for Proposals and received two proposals. Upon staff review, CAA was recommended to Council to continue to provide the requested services. The initial agreement was approved by Council on January 2, 2013 and expired on June 30, 2017. Council approved the First Amendment to the agreement on June 7, 2017 and Second

Amendment on July 17, 2019. The Second Amendment will expire on June 30, 2021. The original agreement approved by Council in 2013 allowed for three, two-year extensions.

**Discussion:**

CAA has provided excellent service since 2001 and is always willing to go above and beyond to assist the City professionally and through community involvement. Rates are competitive in relation to other cities and staffing levels provided are reasonable for the current workload.

Based on CAA's past performance, staff respectfully recommends extension of the agreement for a two-year period.

**Attachment:**

1. Agreement Amendment

**CITY OF ALISO VIEJO**

**THIRD AMENDMENT TO**
**AGREEMENT FOR ENGINEERING, PUBLIC WORKS, BUILDING & SAFETY AND CODE ENFORCEMENT SERVICES**

## 1. PARTIES AND DATE.

This Second Amendment to the Agreement for Engineering, Public Works, Building & Safety and Code Enforcement Services ("Second Amendment") is entered into on the ____ day of _____, 20___, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and Charles Abbott Associates (hereinafter referred to as the CONSULTANT. City and CONSULTANT are sometimes collectively referred to herein as the "Parties."

## 2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Engineer, Public Works, Building & Safety and Code Enforcement Services dated January 2, 2013 ("Agreement").

2.2 First Amendment. The Parties amended the Agreement in order to renew the Agreement for an additional two-year term on June 7, 2017.

2.3 Second Amendment. The Parties amended the Agreement in order to renew the Agreement for an additional two-year term and to increase the total compensation by $2,970,000 on July 17, 2019.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional two-year term and to increase the total compensation under the Agreement by **Two Million Seven Hundred Thousand Dollars ($2,700,000)**.

## 3. TERMS.

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for two years from **July 1, 2021** to **June 30, 2023**, unless earlier terminated as provided in the Agreement.

3.2 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Third Amendment at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation for the Services provided under this Third Amendment shall not exceed **Two Million Seven Hundred Thousand Dollars ($2,700,000)** without written approval of the City Manager.

3.3 Declaration of Political Contributions. Prior to the City's approval of this Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including

any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement on this ____ day of _____, 20__.

**CITY OF ALISO VIEJO**

By:_____
David A. Doyle
City Manager

**CHARLES ABBOTT ASSOCIATES, INC.**

By:_____

Name_____

Title_____

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

By:_____

Name_____

Title_____

**APPROVED AS TO FORM:**

By:_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET:**

By:_____
Gina Tharani
Director of Financial Services

**CITY OF ALISO VIEJO**

**DECLARATION OF POLITICAL CONTRIBUTIONS**

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

_____

_____

_____

_____

_____

_____

_____

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

| | |
|---|---|
| City/County/State | Date |
| Name of Business | Print Name |
| Signature | |

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

**CITY OF ALISO VIEJO**

**ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY**

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

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

| | |
|---|---|
| Name of Business | Print Name |
| Signature | |
| Date | |

**EXHIBIT "A"**
**TO THIRD AMENDMENT TO**
**AGREEMENT FOR ENGINEERING, PUBLIC WORKS, BUILDING & SAFETY AND CODE ENFORCMENT SERVICES**

**SCOPE OF SERVICES**

**The scope of services is to remain unchanged from the Agreement dated January 2, 2013.**

**EXHIBIT "B"**
**TO THIRD AMENDMENT TO**
**AGREEMENT FOR ENGINEERING, PUBLIC WORKS, BUILDING & SAFETY AND CODE ENFORCMENT SERVICES**

**COMPENSATION**

| Hour Rates (July 1, 2021 - June 30, 2023) | |
|---|---|
| **Classification** | **Rate** |
| Administrative Assistant 2 | $63.87 |
| Administrative Assistant 3 | $72.00 |
| Assistant City Engineer | $93.67 |
| Building Official | $84.11 |
| City Engineer/Director of Public Works | $148.58 |
| Clerical 1 | $54.21 |
| Clerical 2 | $59.60 |
| Code Enforcement Inspector | $78.21 |
| Design Engineer 1 | $86.75 |
| Design Engineer 2 | $93.67 |
| Engineering Technician | $75.87 |
| Environmental Associate | $82.99 |
| Environmental Inspector* | $76.78 |
| Environmental Program Manager | $119.70 |
| Permit Technician | $63.87 |
| Project Supervisor | $184.38 |
| Public Works Inspector* | $76.68 |
| Senior Building Inspector* | $79.04 |
| Senior Plan Check Engineer 1 | $105.87 |
| Senior Public Works Inspector* | $96.41 |
| Senior Registered Engineer | $119.70 |

*The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).*

**The Hourly Rates identified are for Non-Prevailing Wage project inspection. Hourly Rates for Prevailing Wage project inspection will be $120.00 for regular time; $143.00 for overtime on Mondays through Saturdays; and $167.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.*

| Percentage of Fees Collected | |
|---|---|
| **Monthly Fees Collected** | **CAA % of Fees** |
| $0 – $20,000 | 60% |
| $20,001 – $40,000 | 55% |
| $40,001 – $60,000 | 45% |
| Greater than $60,000 | 35% |

| Reimbursable Cost | |
|---|---|
| Out of Pocket Expenses | Actual Plus 15% |

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: THIRD AMENDMENT TO THE AGREEMENT FOR LANDSCAPE ARCHITECTURE AND INSPECTION SERVICES

---

**Recommended Actions:**

1. Approve a Third Amendment to the Agreement with Richard Fisher Associates to perform landscape architecture and inspection services that increases the agreement amount by $60,000 for a total authorization of $455,000 since 2017; and

2. Authorize the City Manager to execute the Third Amendment to the Agreement.

**Fiscal Impact:**

The consultant fee for this work was estimated to be $150,000 through the initial three (3) year agreement period for landscape architecture and inspection services. This amount was expended due to the added scope of preparing construction documents and inspection services for the median improvements on Pacific Park Drive, and Aliso Creek Drive, and Calle Cortez. Additional scope was also added to prepare conceptual landscaping plans for landscaping improvements at City Hall.

Approximately $60,000 for FY 2021-22 will be spent on landscape inspection services, which is budgeted as part of the facility maintenance. Any development project inspection will be funded by the developer.

**Background:**

The Public Works Department is responsible for landscape maintenance at City facilities. Staff determined that having a landscape inspector dedicated to overseeing the maintenance contractor's work and condition of the facilities would help increase the level of service obtained from the contractor and enhance the aesthetics at each facility.

**Discussion:**

Staff recommends Richard Fisher Associates to continue performing landscape architecture and inspection services because of their current experience in providing such

services for the City, as well as for several other cities in Southern California including the Cities of Laguna Hills, Yorba Linda, and Orange.

Richard Fisher Associates will provide the requested service for approximately $455,000 through FY 2021-22. The initial term of the agreement was from July 1, 2017 through June 30, 2020 and the agreement was extended thru June 30, 2021 on September 18, 2019. The City will issue a new request for proposals for these services at the end of this term.

**Attachment:**

1. Agreement Amendment

**CITY OF ALISO VIEJO**

**THIRD AMENDMENT TO AGREEMENT FOR LANDSCAPE ARCHITECTURE & INSPECTION SERVICES**

## 1. PARTIES AND DATE.

This Third Amendment to the Agreement for On Call Landscape Architecture & Inspection Services ("Third Amendment") is entered into on the ____ day of _____, 2021, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **Richard Fisher Associates**, a Corporation, with its principal place of business at **4902 Kron Street, Irvine, CA 92604** (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

## 2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Landscape Architecture & Inspection Services dated May 17, 2017 ("Agreement").

2.2 First Amendment. The Parties amended the Agreement in order to renew the Agreement for an additional one-year term and to increase the total compensation by $185,000 on June 19, 2019.

2.2 Second Amendment. The Parties amended the Agreement in order to increase the total compensation under the Agreement by $60,000 on April 15, 2020.

2.3 Third Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term and to increase the total compensation under the Agreement by $60,000.

## 3. TERMS.

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one year from **July 1, 2021** to **June 30, 2022** unless earlier terminated as provided in the Agreement.

3.2 Compensation. The total compensation for the Services provided pursuant to the Original Agreement, the First Amendment, the Second Amendment and this Third Amendment shall not exceed **Four Hundred Fifty Five Thousand Dollars ($455,000)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Third Amendment at the rates set forth in Exhibit "B" attached hereto.

3.3 Declaration of Political Contributions. Prior to the City's approval of this Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within

the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Third Amendment.

3.4 Continuing Effect of Agreement. Except as otherwise specifically set forth in this Thirdf Amendment, the remaining provisions of the Agreement shall remain in full force and effect. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.6 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**SIGNATURE PAGE FOR THIRD AMENDMENT TO LANDSCAPE ARCHITECTURE & INSPECTION SERVICES BETWEEN THE CITY OF ALISO VIEJO AND RICHARD FISHER ASSOCIATES**

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement on this ____ day of _____, 2021.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Gina Tharani
Director of Financial Services

**RICHARD FISHER ASSOCIATES**

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

# CITY OF ALISO VIEJO

## DECLARATION OF POLITICAL CONTRIBUTIONS

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

_____

_____

_____

_____

_____

_____

_____

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

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

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

# CITY OF ALISO VIEJO

**ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY**

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

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

| | |
|---|---|
| Name of Business | Print Name |
| Signature | |
| Date | |

**EXHIBIT "A"**
**TO THIRD AMENDMENT TO AGREEMENT FOR**
**LANDSCAPE ARCHITECTURE & INSPECTION SERVICES**

**The scope of services is to remain unchanged from the Agreement dated March 17, 2017**

**EXHIBIT "B"**
**TO THIRD AMENDMENT TO AGREEMENT FOR**
**LANDSCAPE ARCHITECTURE & INSPECTION SERVICES**

**COMPENSATION**

1. **Rate**

   See attached rate sheet.

# Proposed Fee Schedule

Professional Fees proposed for all Landscape Architectural Services will be on a Time & Materials basis and based on the following Professional Fees:

## SCHEDULE OF HOURLY RATES

**Valid through June 30, 2020**

| | |
|---|---|
| Principal Plan Checker | $145.00 |
| Associate Plan Checker | $110.00 |
| Landscape Inspector | $135.00 |
| Word Processor | $60.00 |

In the event the Professional Services Agreement is renewed for an additional term(s), the rates set forth above may be adjusted at the time of renewal in accordance with Exhibit "C" of the Request for Proposals issued by the City of Aliso Viejo.

## REIMBURSABLE EXPENSES

Reimbursable Expenses are in to addition to fees for professional services and are billed at cost plus a 10% processing fee. Reimbursable Expenses may include, but are not limited to:

A. Postage, shipping and messenger expenses other than first class mail.

B. Reprographics, such as original plots, reports, estimates, photocopying of project-related documents, copies of drawings and presentation quality perspectives.

C. Parking and mileage costs for meeting or delivery. The mileage rate will be equivalent to the current IRS Standard Mileage Rates.

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES FOR CIVILSOURCE, INC.

---

**Recommended Actions:**

1. Approve a Second Amendment to the Agreement with CivilSource, Inc. to perform construction inspection services of capital improvement projects citywide that extends the term one year and increases the agreement amount by $100,000 for a total authorization of $250,000 since 2017; and

2. Authorize the City Manager to execute the Second Amendment to the Agreement.

**Fiscal Impact:**

Inspection services are required for all capital improvement projects. This agreement provides on-call inspectors only for those projects requiring inspection services that existing staff cannot provide. Staff is recommending an additional $100,000 be added to the agreement to cover inspection services required for FY 2021-22. The funding sources are typically Gas Tax, Measure M, Community Development Block Grant, or Community Enhancement.

**Background:**

Inspection services are required to ensure that the projects are constructed in conformance with the construction documents and applicable codes and regulations, completed within contractual time requirements, and completed within the limits of the budget. The City currently has the Deerhurst, Foxborough, and Wolverine Street Rehabilitation Project and the FY21-22 Slurry Seal and Rehabilitation Project planned for FY 2021-22.

CivilSource has provided construction inspection services to the City since 2012 and will reach the end of their agreement on June 30, 2021.

**Discussion:**

Staff recommends CivilSource to perform the construction inspection services because of their thoroughness in their work plan; their concern for traffic control, quality assurance, and notifications to the public; and their local experience in inspecting slurry seal projects. CivilSource has provided satisfactory service to the City since 2012, and has experience in other cities including Mission Viejo, Yorba Linda, Downey, and Santa Monica.

CivilSource will provide the requested service on an as needed basis for approximately $250,000 through FY 2021-22. The initial term of the agreement was from July 1, 2017 through June 30, 2020 and the agreement was extended thru June 30, 2021 on July 1, 2020. The City will issue a new request for proposals for these services at the end of this term.

**Attachment:**

1. Agreement Amendment

**CITY OF ALISO VIEJO**

**SECOND AMENDMENT TO AGREEMENT FOR ON CALL CONSTRUCTION INSPECTION SERVICES**

## 1. PARTIES AND DATE.

This Second Amendment to the Agreement for On Call Construction Inspection Services ("Second Amendment") is entered into on the ____ day of _____, 2021, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and **CivilSource**, **Inc.,** a Corporation, with its principal place of business at **163 Technology Drive, Suite 100, Irvine, CA 92618** (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

## 2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled On Call Construction Inspection Services, dated June 21, 2017 ("Agreement").

2.2 First Amendment. The Parties amended the Agreement in order to renew the Agreement for an additional one-year term on July 1, 2020.

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term and to increase the total compensation by $100,000.

## 3. TERMS.

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one year from **July 1, 2021** to **June 30, 2022** unless earlier terminated as provided in the Agreement.

3.2 Compensation. The total compensation for the Services provided pursuant to the Original Agreement, the First Amendment, and this Second Amendment shall not exceed **Two Hundred Fifty Thousand Dollars ($250,000)** without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Second Amendment at the rates set forth in Exhibit "B" attached hereto.

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

3.4 Continuing Effect of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and

effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.6 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**SIGNATURE PAGE FOR SECOND AMENDMENT TO ON CALL CONSTRUCTION INSPECTION SERVICES BETWEEN THE CITY OF ALISO VIEJO AND CIVILSOURCE, INC.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement on this ____ day of _____, 2021.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Gina Tharani
Director of Financial Services

**CIVILSOURCE, 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"**
**TO SECOND AMENDMENT TO AGREEMENT FOR**
**ON CALL CONSTRUCTION INSPECTION SERVICES**

**The scope of services is to remain unchanged from the Agreement dated June 21, 2017.**

**EXHIBIT "B"**
**TO SECOND AMENDMENT TO AGREEMENT FOR**
**ON CALL CONSTRUCTION INSPECTION SERVICES**

## COMPENSATION

### 1. Rate

See attached rate sheet.

Effective July 1, 2020 through June 30, 2021. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

CivilSource
An NV5 Company

# Construction Inspection Services
# City of Aliso Viejo
# March 18, 2020

| CONSTRUCTION SERVICES | HOURLY RATE |
|---|---|
| Construction Manager | $150 |
| Project Manager | $139 |
| Resident Engineer | $144 |
| Office Engineer | $124 |
| Project Controls Engineer | $100 |
| Labor Compliance/Documents Control/Admin | $80 |
| Construction Inspector (Prevailing Wage) | $120 |
| Surveying (2-person survey crew) | $250* |

Contact:
Jeffrey M. Cooper, PE
CivilSource, Inc., an NV5 Company
163 Technology Drive, Suite 100
Irvine, CA 92618
P: 949-585-0477

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AGREEMENT WITH GMU GEOTECHNICAL, INC. FOR ON-CALL GEOTECHNICAL AND MATERIAL TESTING SERVICES

---

**Recommended Actions:**

1. Approve a 3-year agreement with GMU Geotechnical, Inc. (GMU) to perform geotechnical and materials testing services; and

2. Authorize the City Manager to execute a professional services agreement with GMU for an amount not to exceed $200,000.

**Fiscal Impact:**

Fiscal impact for these services will be included within the budget of the capital improvement project (CIP) or paid by developers for plan review and/or inspection. CIP projects are funded primarily by special revenue funds. The pavement assessment of City streets will be budgeted through Gas Tax.

**Background:**

The City continues to implement its Capital Improvement Program to maintain its streets at the approved Pavement Condition Index (PCI) rating of 80 as approved by Council in March 2002. Geotechnical or materials testing reports may be necessary for some of these projects during construction. In addition, the City adopted a Quality Assurance Program (QAP) approved by Caltrans that will be utilized for any state or federally funded project. The QAP outlines when testing is required.

A request for proposal (RFP) was issued for on-call geotechnical and materials testing services on March 24, 2021 and was advertised on the City website. On April 12, 2021, staff received thirteen (13) proposals for providing the requested services. Staff reviewed the proposals for their ability to perform the service, ability to meet time requirements, reference checks, and reasonableness of cost.

Staff ranked the top 3 firms as follows:

1. GMU Geotechnical, Inc.
2. NV5
3. Group Delta

**Discussion:**

Staff requires a consultant capable of performing geotechnical or materials testing services to ensure construction is in compliance with the contract documents. This is particularly important for state or federally funded projects which will use the QAP. Without proper documentation of materials being installed, it is possible that the costs would not be reimbursed by the grant program. This agreement will also include the pavement assessment of all City streets.

Staff recommends GMU Geotechnical Inc. to perform the geotechnical and materials testing services because of their experience in providing such services for the other cities in southern California including Laguna Niguel, Rancho Santa Margarita, Dana Point, and Newport Beach. The GMU staff is familiar with Aliso Viejo being the current on-call geotechnical consultant. GMU has provided services for pavement rehabilitation projects, the Dairy Fork wetland, and the Aliso Viejo Ranch.

GMU will provide the requested services as needed for upcoming capital improvement or development projects for approximately $200,000 through FY 2023-24. The initial term of the agreement will be from July 1, 2021 through June 30, 2024. The City has the option to renew the agreement for two (2) additional one-year terms.

**Attachment:**

1. Agreement

**CITY OF ALISO VIEJO**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**ON-CALL GEOTECHNICAL AND MATERIAL TESTING 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 **GMU Geotechnical, Inc.**, a corporation, with its principal place of business at 23241("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 **Geotechnical Engineering** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Geotechnical Engineering** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

### 2.2 Project.

City desires to engage Consultant to render such services for the **On-Call Geotechnical and Material Testing** ("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 **Geotechnical and Material Testing** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2021** to **June 30, 2024**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services.

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

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

(c) Contractors Pollution Liability: (if necessary)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Thousand** DOLLARS (**$200,000**) ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages; DIR Registration.

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

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

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

**3.4 Accounting Records.**

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

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

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

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

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

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

**Consultant**:

GMU Geotechnical, Inc.
23241 Arroyo Vista,
Rancho Santa Margarita, CA 92688
Attn: **Gregory Silver**

**City:**

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

3.5.7 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.20 Subcontracting.**

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

***[Signatures on following page.]***

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

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2021.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Gina Tharani
Director of Financial Services

**GMU GEOTECHNICAL, 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**

[INSERT SCOPE OF SERVICES]

**EXHIBIT 'A'**

# SCOPE OF WORK FOR
# ON-CALL GEOTECHINCAL AND MATERIALS TESTING SERVICES

1. GENERAL

The Consultant shall furnish all labor and equipment to perform geotechnical and materials testing services with the primary purpose to ensure that projects are constructed in conformance with the construction documents and applicable codes and regulations.

2. QUALIFICATIONS

The Consultant shall have the capability to verify construction projects are in compliance with contract documents and plans, standard drawings, Standard Specifications for Public Works Construction (Greenbook), and Caltrans Specifications. Must be familiar with Caltrans Quality Assurance Program (QAP) and be capable of implementing the City adopted QAP included as Attachment 1. Consultant shall also have the capability to prepare design recommendations, specifications, and/or plans for City Capital Improvement Program (CIP) projects.

3. SCOPE OF WORK

a. Conduct on-site and/or plant sampling and testing of materials to ensure compliance with the contract documents and QAP, or as directed by the inspector.
b. Coordination with the inspector and contractor to discuss work activities and determine what sampling and testing is required.
c. Anticipate, investigate, and promptly notify inspector and contractor of all defects or deficiencies in the materials being tested.
d. Prepare reports in accordance with the QAP that document the testing performed, and provide construction observation reports noting equipment used on the site, and materials delivered.
e. Review and provide a recommendation for contractor's request for change proposal as it relates to materials.
f. Obtain and review materials certificates of compliance.
g. Provide an Independent Assurance Program in accordance with the QAP.
h. Perform geotechnical plan checking and report reviews.
i. Prepare design recommendations, specifications, plans, and other contract documents as required for City CIP projects.

4. RECORDS

a. Prepare a record of the progress of the construction project by maintaining observation reports, acceptance testing results, and testing summary logs.
b. Equipment calibration records shall be current and in accordance with the National Institute of Standards and Technology.
c. Provide all records in a timely manner as indicated in the QAP or requested by the inspector.

# ATTACHMENT 1

# QUALITY ASSURANCE PROGRAM

## QUALITY ASSURANCE PROGRAM (QAP)
## AGENCY: City of Aliso Viejo

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

### DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

### MATERIALS LABORATORY

The AGENCY will use their own materials laboratory or a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
   a. AASHTO Materials Reference Laboratory (AMRL)
   b. Cement and Concrete Reference Laboratory (CCRL)
   c. Caltrans' Reference Samples Program (RSP)

2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
   a. Caltrans District Materials Engineer
   b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
   c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.

3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

## ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1 (Appendix D, "Acceptance Sampling and Testing Frequencies" of the QAP Manual).

## INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

## REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:

  (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.

  (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

## TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" see Attachment#2 (Exhibit 16-V of the LAPM) to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #3 (Appendix F of the QAP Manual). All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #4 (Appendix J of the QAP Manual).

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

## PROJECT CERTIFICATION

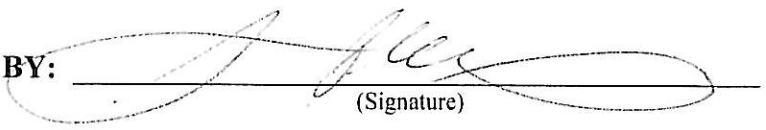
Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Attachment # 5 for an example (Appendix K of the QAP Manual).

## RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

**APPROVED BY:**  **77109 / 12/31/16**

(Signature) (CE# and Expiration Date)

NAME: **Shaun Pelletier, Director of Public Works, City of Aliso Viejo** DATE: **03/1/16**

**Attachment 1**

# Appendix D - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

**Portland Cement (Hydraulic Cement)**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Cement/fly ash **(Sampling only)** | 8-lb. sample | If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance. | ASTM D75, C494 CT 125 AASHTO T127, M85, M295 | Standard for sampling hydraulic cement or fly ash. |
| Cement (**Testing Only)** | 8-lb. sample | If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job. | ASTM C109 CT 515 AASHTO T106 | If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength. |

**Portland Cement Concrete (Hydraulic Cement Concrete)**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Aggregate for Hydraulic Cement Concrete **(Sampling & Testing)** | 50-lb. sample | Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job. | ASTM D75 CT 125 AASHTO M6, T2, M80 | Sample aggregate from belt or hopper (random basis). |
| Water **(Sampling & Testing)** | Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use. | If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%. | CT 405, CT 422, CT 417 AASHTO R23 | If testing appears warranted, test for chlorides and sulfates. |

# Appendix D (continued)

**Portland Cement Concrete (Hydraulic Cement Concrete) – Continued**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description of Comments |
|---|---|---|---|---|
| Air Entraining Admixtures **(Sampling & Testing)** | Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample. | If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates. | ASTM C233 AASHTO M154, T157, C260 | If testing appears warranted, test for sulfates and chlorides Admixtures with sulfates and chlorides greater than 1% should not be used. |
| Water Reducers or Set Retarders **(Sampling & Testing)** | If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample. | If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates. | ASTM C494 AASHTO M194 | If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used. |
| Freshly-Mixed Concrete **(Sampling)** | Approx. 150lb. (or 1 cu. ft.) near mixer discharge. | When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC. | ASTM C172, C685 CT 539 AASHTO T141, M157 | This describes a method to sample freshly-mixed concrete. |
| Freshly-Mixed Concrete **(Testing)** | Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge. | On projects with 500 cu. yd., or more, test at least one sample per job. | ASTM C143 AASHTO T119 | This test determines the slump of the freshly-mixed concrete. |
| Freshly-Mixed Concrete **(Testing)** | Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge | On projects with 500 cu. yd., or more, test at least one sample per job. | ASTM C360 CT 533 | This test determines the ball penetration of the freshly-mixed concrete. |
| Freshly-Mixed Concrete **(Testing)** | Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge | On projects with 500 cu. yd., or more, test at least one sample per job. | ASTM C231 CT 504 AASHTO T152 | This test determines the air content of freshly-mixed concrete (pressure method). |
| Freshly-Mixed Concrete **(Testing)** | Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge | On projects with 500 cu. yd., or more, test at least one sample per job. | ASTM C138 CT 518 AASHTO T121 | This test determines the unit weight of freshly mixed concrete. |

# Appendix D (continued)

**Portland Cement Concrete (Hydraulic Cement Concrete) – Continued**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Freshly-Mixed Concrete (**Testing**) | Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge | Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete. | ASTM C39<br>CT 521<br>AASHTO T22 | This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed. |
| Freshly-Mixed Concrete (**Testing**) | Approximately 210 lb. of concrete are needed to fabricate three concrete beams. | One sample set for every 500 to 1,000 cu. yd. of concrete. | ASTM C78<br>CT 31<br>AASHTO T97 & T23 | This test is used to determine the flexural strength of simple concrete beams in third-point loading |

**Soils and Aggregates**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Aggregate (Sampling) | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM D75<br>CT 125<br>AASHTO T2 | This test describes the procedures to sample aggregate from the belt or hopper (random basis). |
| Fine Aggregates **(Testing)** | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM C128<br>CT 208<br>AASHTO T84 | This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases. |
| Fine Aggregate **(Testing)** | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM C128<br>CT 207<br>AASHTO T84 | This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve. |
| Coarse Aggregate **(Testing)** | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | CT 206 | This test determines the cleanness of coarse aggregate. |

# Appendix D (continued)

**Soils and Aggregates - Continued**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Coarse Aggregate **(Testing)** | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM C127 CT 227 AASHTO T85 | This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve). |
| Soils and Aggregates **(Testing)** | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM C136 CT 202 AASHTO T27 | This test determines the gradation of soils and aggregates by sieve analysis. |
| Soils and Aggregates **(Testing)** | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM D2419 CT 217 AASHTO T176 | This test determines the Sand Equivalent of soils and aggregates. |
| Soils and Aggregates **(Testing)** | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM C117 AASHTO T11 | This test determines the gradation for materials finer that the No. 200 sieve (by washing method). |
| Soils and Aggregates **(Testing)** | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM D3744 CT 229 AASHTO T210 | This test determines the Durability Index of soils and aggregates. |
| Soils and Aggregates **(Testing)** | One 50-lb. sample | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM D2844 CT 301 AASHTO T190 | This test determines the Resistance Value (R-) and expansion pressure of compacted materials. |
| Soils and Aggregates **(Testing)** | One random location for every 2,500 sq. ft. | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM D2922 CT 231 AASHTO T238 | This test determines field densities using the nuclear gage. |
| Soils and Aggregates **(Testing)** | One random location for every 2,500 sq. ft. | Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project. | ASTM D3017 CT 231 AASHTO T239 | This test determines the water content using the nuclear gage. |

# Appendix D (continued)

**Asphalt Binder**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Asphalt Binder **(Sampling)** | One 0.5-gal. sample placed in a clean, sealed can. | Sample once per job at the asphalt concrete plant. | CT 125<br>ASTM D 979<br>AASHTO T 168, T48 | This procedure describes the proper method to sample the asphalt binder. |
| Asphalt Binder **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Sample once per job at the asphalt concrete plant. | ASTM D92, D117<br>AASHTO T 48 | This test determines the flash point of the asphalt binder (by Cleveland open cup). |
| Asphalt Binder **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D2872 & D92<br>CT 346<br>AASHTO T240 &T48 | This test determines the rolling thin-film oven test (RTFO). |
| Asphalt Binder **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D2042<br>AASHTO T44 | This test determines the solubility of asphalt material in trichloroethylene. |
| Asphalt Binder **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D2171<br>AASHTO T202 | This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises). |
| Asphalt Binder **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D5<br>AASHTO T49 | This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue. |
| Asphalt Binder **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D113<br>AASHTO T51 | This test determines the ductility of asphalt @ 77 degrees F. |
| Asphalt Binder **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D2170<br>AASHTO T201 | This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke). |

# Appendix D (continued)

**Asphalt Binder - Continued**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Asphalt Binder **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D2171 AASHTO T202 | This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises). |
| Asphalt Binder **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D36 AASHTO T53 | This test determines the softening point of asphalt. |

**Asphalt Emulsified**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Emulsified Asphalt **(Sampling)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D140, D979 CT 125 AASHTO T 40, T168 | This test describes the procedure to sample the emulsified asphalt. |
| Emulsified Asphalt **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D244 AASHTO T59 | This test determines the sieve retention of emulsified asphalt. |
| Emulsified Asphalt **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D244 AASHTO T59 | This test determines the weight per gallon of emulsified asphalt. |
| Emulsified Asphalt **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D244 AASHTO T59 | This test determines the penetration of the emulsified asphalt. |
| Emulsified Asphalt **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D244 CT 330 AASHTO T59 | This test determines the residue @ 325 degrees F evaporation of emulsified asphalt. |

# Appendix D (continued)

**Asphalt Emulsified - Continued**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Emulsified Asphalt **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D4402<br>AASHTO T201 | This test determines the Brookfield viscosity. |
| Emulsified Asphalt **(Testing)** | One 0.5-gal. sample placed in a clean, sealed can. | Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed. | ASTM D88<br>AASHTO T72 | This test determines the Saybolt-Furol viscosity of emulsified asphalt @ 77 degrees F (seconds). |

**Hot Mix Asphalt (Asphalt Concrete) – Concrete**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Asphalt Concrete **(Sampling)** | Obtain one 30-lb. sample each day of production | Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed. | ASTM D75, D140, D979<br>CT 125<br>AASHTO T 40, T168 | This test describes the procedure to sample the asphalt concrete. |
| Asphalt Concrete **(Testing)** | 4” x 8” cores | Take one 4” x 8” core for every 500 ft of paved roadway. | ASTM D1188, D1560, D1561, D5361<br>CT 304<br>AASHTO T246, T247 | This test determines the field density of street samples. |
| Asphalt Concrete **(Testing)** | Obtain one 30-lb. sample for each day of production | Obtain one sample for every five cores taken. | ASTM D1188, D1560, D1561, D5361<br>CT 304<br>AASHTO T246, T247 | This test determines the laboratory density and relative compaction of asphalt concrete. |
| Asphalt Concrete **(Testing)** | 4” x 8” cores | Obtain one sample for every five cores taken. | ASTM D2726, D1188, D5361 | This test determines the specific gravity of compacted bituminous mixture<br>dense- graded or non-absorptive. |

# Appendix D (continued)

**Hot Mix Asphalt (Asphalt Concrete) –Continued**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Asphalt Concrete **(Testing)** | One 30-lb sample | Obtain one sample for every 1,000 tons of asphalt concrete. | ASTM D1559 AASHTO T245 | This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method. |
| Asphalt Concrete **(Testing)** | One 30-lb sample | Obtain one sample for every 1,000 tons of asphalt concrete. | ASTM C117, D2172 (use Method B) AASHTO T164 | This test determines the screen analysis of aggregates recovered from asphalt materials. |
| Geotextile Fabric (Placed Under the Asphalt Concrete) **(Testing)** | One 12 ft. x 3 ft. sample | Obtain one sample per job. | ASTM D4632 AASHTO M288 | This test determines the weight per sq. yd. and grabs strength of geotextile fabrics. |
| Asphalt Concrete **(Testing)** | Sample any test location (random basis) | Obtain one sample for every 1,000 tons of asphalt concrete. | ASTM D2950 CT 375 | This test determines the nuclear field density of in-place asphalt concrete. |
| Asphalt Concrete **(Testing)** | One 10-lb sample | Obtain one sample during every day of production. | ASTM D1560, D1561 CT 366 AASHTO T246, T247 | This test determines the stability value of asphalt concrete. |
| Slurry Seals **(Sample)** | One 0.5 gal. sample in a clean, dry plastic container. | Obtain one sample per truck | ASTM D979 CT 125 AASHTO T 40, T168 | This test describes the procedure for sampling the slurry seal. |
| Aggregate for Slurry Seals **(Testing)** | One 30-lb. sample. | Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent | ASTM D2419 CT 217 AASHTO T176 | This test determines the Sand Equivalent of aggregates. |

# Appendix D (continued)

**Slurry Seals**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Aggregate for Slurry Seals **(Testing)** | One 30-lb. sample. | Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand. | ASTM C117 AASHTO T11 | This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading). |
| Slurry Seals **(Testing)** | One 0.5 gal. sample in a clean, dry plastic container. | Test one sample per project and test for Abrasion. | ASTM D3910 | This test determines the Wet Track Abrasion Test (2) (WTAT). |

**Steel**

| Materials to be Sampled or Tested | Sample Size | Sampling/Testing Frequency | Typical Test Methods | Description or Comments |
|---|---|---|---|---|
| Steel Strand **(Testing)** | Sample strand at various sizes. | This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used. | ASTM A370, A416, E328 AASHTO T244 | This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete. |
| Steel Rebar **(Testing)** | Sample rebar at various sizes. | This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used. | ASTM A615, A370 AASHTO T244 | This test determines the steel reinforcement bar tensile strength and bend capability. |

**Attachment 2**

**SAMPLE COVER MEMO**
**SOURCE INSPECTION REQUEST**
**FROM LOCAL AGENCY to**
**CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER**
***(Prepared By Applicant On Applicant Letterhead)***

**To:** (name) **Date:** _____
Caltrans' District Local Assistance Engineer
Caltrans' Local Assistance Office
(district office address)

**Federal-aid Project Number:** (if one has been assigned)_____
**Project Description:** _____
**Project Location:** _____
_____

**Subject:** ***(Source Inspection for Project Name, County)***

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection:

_____
_____
_____
_____
_____

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection") _____
_____
_____

Any question you might have about the above materials should be directed to:_____ , at (phone #)_____.

**Approved:**

_____ _____
(***Applicant Representative Name***) District Local Assistance Engineer

_____ _____
(***Title***) (Date)

_____
(Local agency, name & address)

**Attachment 3**

# Appendix F - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.

**Attachment 4**

# Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
**VENDOR'S CERTIFICATE OF COMPLIANCE**
MR-0543 (REV. 5/93) #CT-7541-6020-2

☐ PRECAST CONCRETE PRODUCTS OR ☒ SOUNDWALL

TO: BILL SYNDER
~~STATE HIGHWAY ENGINEER~~
RESIDENT ENGINEER – CITY OF FLATLAND

*We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:*

CONTRACT NUMBER:

| CEMENT BRAND / TYPE | MILL LOCATION |
|---|---|
| XYZ CEMENT CO. / II MODIFIED | MIDLAND, CALIFORNIA |

**CHEMICAL ADMIXTURE**

| 1. BRAND / TYPE | MANUFACTURER |
|---|---|
| ABC ADMIXTURE / WATER REDUCER | XYZ SUPPLIER |
| 2. BRAND / TYPE | MANUFACTURER |

☐ CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

**MINERAL ADMIXTURE**

| MANUFACTURER | CLASS |
|---|---|
| POZZ. INC. | F |

☐ CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

| DELIVERY DATE (Ready-Mix) | DATES OF FABRICATION (Precast) |
|---|---|
| 7/7/01 | |

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. *(Show size and lin. ft. of pipe, etc., delivery slip numbers for ready-mix.)*

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS
A.&B. READY MIX

By: AUTHORIZED REPRESENTATIVE SIGNATURE
Joe Anderson

FM 93 1839 Original to Res. Engr. Retain Duplicate. OSP 01 55624

# Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

**This is to certify that the**

**Portland Cement .**

Supplied by ABC Cement Company complies with all requirements for Type II Portland Cement when tested in accordance with ASTM C - 494.

Local Agency Project No.
HP21L – 5055 – 111

*Albert Howakowa*
Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07 .

**Attachment 5**

# Appendix K - Examples of Materials Certificates/Exceptions (Signed by the Resident Engineer at the Completion of the Project)

Federal-aid Project No.: Project HP21L – 5055 – 111

**Subject: Materials Certification**

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling

☒ and testing were in conformity with the approved plans and specifications.

☐ All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

| Bill Sanders | *Bill Sanders* | 7/7/07 |
|---|---|---|
| **Resident Engineer (Print Name)** | **Resident Engineer (Signature)** | **(Date)** |

**Note:** The signed original of this certificate is placed in the Resident Engineer's project files and one copy is mailed to the DLAE and filed under "Report of Expenditures."

## See the attachment (next page)

# Appendix K (continued)

**Attachments: Materials Exceptions (Acceptance Testing)**

| Type of Test | Description of Work | Total Tests Performed On the Project | Number of Failed Tests | Action Taken |
|---|---|---|---|---|
| **Slump Test** | **Concrete Sidewalk** | **8** | **1** | **When the measured slump exceeded the maximum limit, the entire concrete load was rejected.** |
| **Sand Equivalent** | **Aggregate for Structural Concrete** | **10** | **1** | **The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.** |
| **Compaction** | **Sub grade Material** | **12** | **1** | **One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.** |
| **Compaction** | **Hot Mix Asphalt** | **12** | **1** | **One failed area was noted. It was reworked and retested. The second test met specifications.** |

Bill Sanders — *Bill Sanders* — July 4, 2007

Resident Engineer (Print Name) | Resident Engineer (Signature) | Date

## EXHIBIT "B"

## SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2024 to June 30, 2025. The second renewal period shall be from July 1, 2025 to June 30, 2026.

## EXHIBIT "C"

## COMPENSATION

## [INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

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

# 2021 SCHEDULE OF CHARGES
## City of Aliso Viejo

## PROFESSIONAL SERVICES

| | |
|---|---|
| Document Preparation and Project Services | $ 96.50/hour |
| CAD, GIS, and Geo-BIM Design | $ 120.09/hour |
| Staff Engineer or Geologist | $ 134.03/hour |
| Senior Staff Engineer or Geologist | $ 182.28/hour |
| Project Engineer or Geologist | $ 203.73/hour |
| Senior Engineer or Geologist | $ 230.53/hour |
| Associate Engineer or Geologist | $ 241.26/hour |
| Principal/Director | $ 273.42/hour |

## FIELD INSPECTION & TESTING SERVICES

Staff Engineering Technician — $ 109.37/hour*
- Services provided under direct supervision of a Senior Engineering Technician

Senior Engineering Technician — $ 120.09/hour*
- Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.
- Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.

Registered Special Inspector (*No 4 hour minimum*) — $ 120.09/hour*
- Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.
- Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing

Instrumentation Engineer — $ 182.28/hour
- Slope inclinometer and Piezometer monitoring
- Manometer for floor-level surveys
- Stormwater Turbidity & pH meter
- Groundwater Monitoring - pressure transducer, datalogger, water chemistry meter, etc.
- Pipeline video camera for drains, wells, etc.

Engineering Seismological Technician (includes 3-channel seismograph) — $ 160.84/hour
- Blast vibration monitoring
- Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)

***Notes:**

(1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
(2) No 4-hour minimum charges apply.
(3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
(4) Prevailing Wage hourly surcharge for Technicians and Inspectors per California Labor Code §1720, et seq. — $ 22.00/hour

## LABORATORY TESTING SERVICES

Laboratory Testing — $ 120.74/hour

*(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)*

## OTHER CHARGES

| | |
|---|---|
| Outside Services | Cost + 15% |
| Reimbursables & Reprographics | Cost |

City of Aliso Viejo

# COUNCIL POLICY

| SUBJECT | RES. NO. | POLICY NO. | EFF. DATE | PAGE |
|---|---|---|---|---|
| **FRAUD PREVENTION POLICY** | **2005-056** | **400-15** | **10/01/2008** | **1 of 8** |

## PURPOSE

To establish Policy and procedures for the prevention and detection of fraud and other related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

This Policy has been established to ensure that elected officials, officers, employees, and members of advisory boards, commissions and committees of the City of Aliso Viejo are aware of the following:

1. Acts that are considered to be fraudulent;
2. Procedures for reporting suspected fraudulent acts;
3. Steps to be taken when fraud or other related dishonest activities are suspected; and
4. Consequences to expect when a dishonest act is reported.

Further, this Policy delineates management's responsibility for instituting and maintaining a system of internal control to prevent and detect fraud, misappropriations and other irregularities, and to be alert for any indications of such misconduct.

## POLICY

### 1. GENERAL

The City of Aliso Viejo is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under law.

### 2. DEFINITIONS

a. Fraud – Fraud and other similar irregularities including, but not limited to:

   i. claim for reimbursement of expenses that are not job-related or authorized by current policy;

   ii. forgery or unauthorized alteration of documents (checks, time sheets, independent contractor agreements, purchase orders, budgets, etc.);

iii. misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);

iv. improprieties in the handling or reporting of money or financial transactions;

v. authorizing or receiving payment for goods not received or services not performed;

vi. computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software;

vii. misrepresentation of information on documents;

viii. any violation of Federal, State, or Local laws related to dishonest activities or fraud;

ix. seeking or accepting anything of material value from those doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the City's Conflict of Interest Code, which incorporates the Fair Political Practices Commission's regulations;

x. obtaining profit or personal gain as a result of "insider" knowledge of City activities;

xi. disclosing confidential and proprietary information to outside parties; or

xii. Intentional, false representation or concealment of material fact for the purpose of personal gain.

b. Employee – Any individual or group of individuals who receive compensation, either full or part-time, from the City of Aliso Viejo for employment or providing services. The term also includes any volunteer who provides services to the City through an official arrangement with the City or a City organization, as well as consultants, vendors, contractors, outside agencies and/or any other parties with a business relationship with the City of Aliso Viejo.

c. Official - Elected officials, officers, and members of advisory or appointed boards, commissions and committees.

d. Management – Any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

e. Internal Auditor – Any person or persons assigned by the City Manager to investigate any fraud or similar activity.

f. External Auditor – Independent audit professionals who perform annual audits of the City's financial statements.

## 3. INVESTIGATION

a. It is the City's intent to fully investigate any suspected acts of fraud. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.

b. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

c. The Internal Auditor, in conjunction with the City Attorney, has the primary responsibility for the investigation of fraud.

d. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.

e. Employees will be granted "whistle-blower protection," as described below when acting in accordance with this Policy. When informed of suspected fraud, neither the City nor any person acting on behalf of the City shall:

   i. dismiss or threaten to dismiss the Employee reporting the suspected fraud;

   ii. discipline, suspend, or threaten to discipline or suspend the Employee reporting the suspected fraud;

   iii. impose any penalty upon the Employee reporting the suspected fraud, or;

   iv. intimidate or coerce the Employee reporting the suspected fraud.

Violations of these "whistle-blower protections" may result in discipline up to and including dismissal.

f. Upon conclusion of the investigation, the results will be reported to the City Manager.

g. The City Manager, following review of investigation results, will take appropriate disciplinary action regarding Employee misconduct. Disciplinary action can include termination of employment or a contract, and referral of the case to the District Attorney's Office for possible prosecution.

h. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

**PROCEDURE**

**1. RESPONSIBILITIES OF OFFICIALS**

a. If an Official has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.

b. An Official shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.

c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

**2. MANAGEMENT RESPONSIBILITIES**

a. Management is responsible for detecting, preventing and reporting fraud in their areas of responsibility.

b. Each manager should be familiar with the types of fraud that might occur in his or her area and be alert for any indication that fraud is or was in existence in his or her area.

c. When fraud is detected or suspected, Management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.

d. If Management determines a suspected activity may involve fraud, they should contact their immediate supervisor. In the event the activity involves the immediate supervisor, the activity should be reported to the Department Director.

e. Upon being notified of suspected fraud, Department Directors shall inform the City Manager.

f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, Management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrences of fraud.

g. Management shall cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of fraud, including the prosecution of offenders.

h. Management will have full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.

i. In dealing with suspected fraud, great care must be taken. Management should not:

   i. make accusations;

   ii. alert individuals suspected of committing fraud that an investigation is underway;

   iii. treat individuals suspected of committing fraud unfairly, or;

   iv. make statements that could lead to claims of false accusations or other offenses.

j. In handling suspected fraud activities, Management has the responsibility to:

   i. make no contact (unless requested) with the individual suspected of committing fraud to determine facts or demand restitution. Under no circumstances should there be any reference to “what you did”, “the crime”, “the fraud”, “the misappropriation”, etc.;

   ii. avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney;

iii. avoid discussing the case with anyone inside the City other than the City Manager, Internal Auditor, or City Attorney or law enforcement personnel;

iv. direct all inquiries from the individual suspected of committing fraud, or his or her representative, to the City Manager or City Attorney. All inquiries by an attorney representing the individual suspected of committing fraud should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager, and;

v. take appropriate corrective and disciplinary action, up to and including dismissal, if authorized by and in conformance with the City's personnel policies.

## 3. EMPLOYEE RESPONSIBILITIES

a. Employees should report detected or suspected fraud to the Employee's supervisor.

b. In the event the suspected fraud involves the Employee's immediate supervisor, the Employee shall make the report directly to the next higher level of Management and/or the City Manager.

c. The reporting Employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney, or law enforcement personnel.

## 4. INTERNAL AUDITOR RESPONSIBILITIES

a. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.

b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Attorney, will contact appropriate law enforcement personnel.

c. The Internal Auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.

d. If evidence is uncovered showing possible fraud, the Internal Auditor will proceed as follows:

i. discuss the findings with Management and the City Manager to determine if disciplinary actions should be taken;

ii. report to the External Auditor such activities in order to assess the effect of the fraud activity on the City's financial statements;

iii. coordinate with Management regarding notification to insurers and filing of insurance claims;

iv. take immediate action, in consultation with the City Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:

(A) removing the records and placing them in a secure location, or limiting access to the location where the records currently exist, and;

(B) preventing the individual suspected of committing the fraud from having access to the records.

e. In consultation with the City Attorney and appropriate law enforcement personnel, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.

f. If the Internal Auditor is contacted by the media regarding an alleged fraud or investigation, the Internal Auditor will direct all inquiries to the City Manager.

g. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are supported by evidence, the report will be forwarded to appropriate law enforcement personnel.

h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the investigation. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven (7) calendar days after notice is received.

i. The Internal Auditor shall make recommendations to the appropriate department for

assistance in the prevention of future similar occurrences.

j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.

## DISCIPLINARY ACTIONS

Any Employee found to be responsible for fraud or who knowingly makes false allegations in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment and/or termination of the contract. The severity of the disciplinary action will be based upon the circumstances of the violation and in accordance with the City's personnel policies. The City will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling and/or other employee assistance.

## EXCEPTIONS

There will be no exceptions to this Policy unless provided and approved by the City Manager and the City Attorney.

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AGREEMENT WITH HARTZOG & CRABILL, INC. FOR TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS

---

**Recommended Actions:**

1. Approve a 3-year agreement with Hartzog & Crabill, Inc. (HCI) to perform traffic engineering services of traffic signal operations citywide; and

2. Authorize the City Manager to execute a professional services agreement with HCI for an amount not to exceed $75,000.

**Fiscal Impact:**

The consultant fee for this work is estimated to be $25,000 in FY 2021-22. This work will be appropriated in the FY 2021-22 budget with Gas Tax funds.

**Background:**

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

The City first issued an RFP for this work in 2006. The original agreement was awarded to Hartzog & Crabill, Inc. and the firm was again retained following a 2011 RFP and again following a 2016 RFP.

A request for proposal (RFP) was issued for traffic engineering services for traffic signal operations on March 24, 2021 and was advertised on the City website. On April 12, 2021, staff received three (3) proposals for providing the requested traffic engineering services. Staff reviewed the proposals for their ability to perform the service, ability to meet time requirements, reference checks, and reasonableness of cost.

Staff ranked the firms as follows:

1. Hartzog and Crabill, Inc.
2. Advantec Consulting Engineers
3. Iteris

**Discussion:**

Staff recommends Hartzog & Crabill, Inc. (HCI) to perform the traffic engineering services because of their current experience in providing such services for the city, as well as for several other cities in southern California including the adjacent cities of Laguna Hills, Lake Forest, Rancho Santa Margarita, and San Juan Capistrano. The HCI staff is very familiar with traffic patterns and signal equipment in Aliso Viejo.

HCI will continue to provide the requested service for approximately $25,000 per year. The initial term of the agreement will be from July 1, 2021 through June 30, 2024. The City has the option to renew the agreement for two (2) additional one-year terms.

**Attachment:**

1. Agreement

**CITY OF ALISO VIEJO**
**PROFESSIONAL SERVICES AGREEMENT**
**FOR**
**TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS**

## 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 **Hartzog & Crabill, Inc.** a corporation, with its principal place of business at **17852 E. 17th Street, Suite 101, Tustin, CA 92780** ("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 **engineering** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **engineering** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

### 2.2 Project.

City desires to engage Consultant to render such services for the **Traffic Engineering Services for Traffic Signal Operations** 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 **engineering** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2021** to **June 30, 2024**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services.

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

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

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for

claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

(c) Contractors Pollution Liability: (if necessary)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work

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

**3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seventy Five Thousand** DOLLARS (**$75,000**) ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages; DIR Registration.

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

shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

**3.4 Accounting Records.**

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

**3.5 General Provisions.**

3.5.1 Termination of Agreement.

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

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

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

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

**Consultant**:

Hartzog & Crabill, Inc.
17852 E. 17th Street, Suite 101
Tustin, CA 92780
Attn**: Trammell Hartzog**

**City:**

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **City Engineer**

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the

performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs,

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

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

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

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

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

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

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

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

**3.9 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of

Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

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

**3.20 Subcontracting.**

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

***[Signatures on following page.]***

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND HARTZOG & CRABILL, INC.**

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2021.

**CITY OF ALISO VIEJO**

Approved:

By:_____
David Doyle
City Manager

**ATTEST:**

By:_____
Mitzi Ortiz, MMC
City Clerk

**APPROVED AS TO FORM:**

_____
Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE WITH BUDGET**

By:_____
Gina Tharani
Director of Financial Services

**HARTZOG AND CRABILL, INC.**

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

**CITY OF ALISO VIEJO**

**DECLARATION OF POLITICAL CONTRIBUTIONS**

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

_____

_____

_____

_____

_____

_____

_____

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**

[INSERT SCOPE OF SERVICES]

## EXHIBIT "A"

## SCOPE OF WORK
## TRAFFIC ENGINEERING SERVICES FOR
## TRAFFIC SIGNAL OPERATIONS

### 1. BACKGROUND INFORMATION

The City currently maintains and operates 48 signalized intersections. The City utilizes mostly Econolite ASC2 controllers at 31 locations with the remaining locations using Econolite ASC3 controllers. The local controllers are interconnected to three master controllers which are accessed offsite by telephone modem. The City uses Econolite Aries Traffic control software (Aries) and is in the process of upgrading to the Econolite Centracs software to better monitor and maintain the traffic control system. New controllers will be specified as Econolite Cobalt.

The City currently has signal coordination at six arterial roadways: Alicia Parkway, Aliso Creek Road, Aliso Viejo Parkway, El Toro Road, La Paz Road, and Pacific Park Drive.

Traffic counts at select locations were last obtained in 2016. The City will provide that data to the selected firm.

The City contracts out the maintenance of traffic signal equipment. The current contractor is Bear Electrical Solutions, Inc.

### 2. SCOPE OF WORK

The scope of the work includes the review of scheduled traffic signal operations in the Aries and/or Centracs software, continuous monitoring of traffic signals using Econolite Aries and/or Centracs traffic control software, reporting problems of traffic signal operations, maintenance of traffic signal coordination system, responding to traffic signal complaints, plan checking, and preparing recommendations and other contract documents as required for public works construction projects.

Task 1. Set-up.

a. Review ‘Scheduled Operations’ on Aries and/or Centracs specifically for the City’s system to automatically perform a variety of maintenance tasks.
b. Provide recommendations for communications between the City and the on-street master controllers.
c. Provide recommendations for any traffic signal equipment upgrades.

Task 2. Monitor traffic signal operations. Using Aries and Centracs software to monitor all traffic signal operations daily. Provide maintenance support on all traffic signals in the City. Daily tasks include:

a. Operations. Verify daily that all traffic signals are in good working order.
b. Scheduled Operations. Automatically gather and store historical data and real-time information of traffic signal operations
c. Historical Data. Verify historical data to identify traffic volumes and patterns to assist in determining adjustments to signal timing.
d. Verify Timing. Verify timing is programmed correctly in each master and local controller.

Task 3. Reporting.

a. Report traffic signal problems and malfunctions to the City's traffic signal maintenance contractor within 24 hours.
b. Coordinate and verify all requested maintenance work is properly completed by the traffic signal maintenance contractor.
c. Provide to the City a monthly report of problems with the traffic signal equipment.

Task 4. Traffic signal coordination. Maintain and make adjustments to the traffic signal coordination system by performing the following activities.

a. Assist the City in resolving traffic signal control complaints. Assistance may include contacting the complainant directly.
b. Investigate and make recommendations to the City on identified traffic signal improvements such as any new coordinated signal control system, more efficient signal phasing, equipment upgrade, and significant timing adjustments.
c. Update traffic counts if necessary.

Task 5. Plan Checking and Report Reviews.

a. The traffic signal plan checker will be responsible for checking traffic signal plans for public and private development projects in conformance with City and accepted traffic engineering practices.

Task 6. Prepare Design Recommendations and Other Contract Documents

a. Prepare design recommendations, specifications, plans and other contract documents as required for traffic signal related public works construction projects.

## EXHIBIT "B"

## SCHEDULE OF SERVICES

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2024 to June 30, 2025. The second renewal period shall be from July 1, 2025 to June 30, 2026.

# Schedule of Hourly Rates

## (For City of Aliso Viejo)

**Effective July 1, 2021**

| Classification | Hourly Rates |
|---|---|
| Expert Witness / Deposition | $285 |
| Litigation Consultation | $255 |
| Two-Person Survey Crew | $255 |
| Litigation Field Evaluation | $230 |
| Principal Consultant (**Tram Hartzog & Jerry Stock, PE, TE**) | $175 |
| Project Manager | $165 |
| Registered Land Surveyor | $160 |
| Senior Engineer (**Scott Ma, PE, TE & Bernie Dennis, TE**) | $150 |
| Storm Water Permit Compliance Engineer | $150 |
| Associate Engineer (**Michael Vallado**) | $145 |
| Construction Manager | $135 |
| Traffic Signal System Supervisor (**Greg Cabey**) | $135 |
| Mural Artist | $135 |
| Senior Designer (**Todd Hartzog & Dave Martorano**) | $130 |
| Traffic Signal Systems Specialist (**Dave Pickrell & Michael Powers**) | $125 |
| Assistant Engineer | $120 |
| Draftsperson | $100 |
| Technician | $ 85 |
| Word Processor | $ 70 |
| Clerical | $ 55 |
| * Traffic Counts (Cost, plus 15%) | $ * |

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 15% fee for administration, coordination and handling will be added to subcontracted services. **This Schedule of Hourly Rates is effective as of July 1, 2021.** Mileage shall be per current IRS rate (rate can be found at the following link: https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2021.

## EXHIBIT "C"

## COMPENSATION

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

City of Aliso Viejo

# COUNCIL POLICY

| SUBJECT | RES. NO. | POLICY NO. | EFF. DATE | PAGE |
|---|---|---|---|---|
| **FRAUD PREVENTION POLICY** | **2005-056** | **400-15** | **10/01/2008** | **1 of 8** |

## PURPOSE

To establish Policy and procedures for the prevention and detection of fraud and other related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

This Policy has been established to ensure that elected officials, officers, employees, and members of advisory boards, commissions and committees of the City of Aliso Viejo are aware of the following:

1. Acts that are considered to be fraudulent;
2. Procedures for reporting suspected fraudulent acts;
3. Steps to be taken when fraud or other related dishonest activities are suspected; and
4. Consequences to expect when a dishonest act is reported.

Further, this Policy delineates management's responsibility for instituting and maintaining a system of internal control to prevent and detect fraud, misappropriations and other irregularities, and to be alert for any indications of such misconduct.

## POLICY

### 1. GENERAL

The City of Aliso Viejo is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the City to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under law.

### 2. DEFINITIONS

a. Fraud – Fraud and other similar irregularities including, but not limited to:

i. claim for reimbursement of expenses that are not job-related or authorized by current policy;

ii. forgery or unauthorized alteration of documents (checks, time sheets, independent contractor agreements, purchase orders, budgets, etc.);

iii. misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);

iv. improprieties in the handling or reporting of money or financial transactions;

v. authorizing or receiving payment for goods not received or services not performed;

vi. computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software;

vii. misrepresentation of information on documents;

viii. any violation of Federal, State, or Local laws related to dishonest activities or fraud;

ix. seeking or accepting anything of material value from those doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the City's Conflict of Interest Code, which incorporates the Fair Political Practices Commission's regulations;

x. obtaining profit or personal gain as a result of "insider" knowledge of City activities;

xi. disclosing confidential and proprietary information to outside parties; or

xii. Intentional, false representation or concealment of material fact for the purpose of personal gain.

b. Employee – Any individual or group of individuals who receive compensation, either full or part-time, from the City of Aliso Viejo for employment or providing services. The term also includes any volunteer who provides services to the City through an official arrangement with the City or a City organization, as well as consultants, vendors, contractors, outside agencies and/or any other parties with a business relationship with the City of Aliso Viejo.

c. Official - Elected officials, officers, and members of advisory or appointed boards, commissions and committees.

d. Management – Any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources, including human resources.

e. Internal Auditor – Any person or persons assigned by the City Manager to investigate any fraud or similar activity.

f. External Auditor – Independent audit professionals who perform annual audits of the City's financial statements.

## 3. INVESTIGATION

a. It is the City's intent to fully investigate any suspected acts of fraud. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.

b. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

c. The Internal Auditor, in conjunction with the City Attorney, has the primary responsibility for the investigation of fraud.

d. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.

e. Employees will be granted "whistle-blower protection," as described below when acting in accordance with this Policy. When informed of suspected fraud, neither the City nor any person acting on behalf of the City shall:

   i. dismiss or threaten to dismiss the Employee reporting the suspected fraud;

   ii. discipline, suspend, or threaten to discipline or suspend the Employee reporting the suspected fraud;

   iii. impose any penalty upon the Employee reporting the suspected fraud, or;

   iv. intimidate or coerce the Employee reporting the suspected fraud.

Violations of these "whistle-blower protections" may result in discipline up to and including dismissal.

f. Upon conclusion of the investigation, the results will be reported to the City Manager.

g. The City Manager, following review of investigation results, will take appropriate disciplinary action regarding Employee misconduct. Disciplinary action can include termination of employment or a contract, and referral of the case to the District Attorney's Office for possible prosecution.

h. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

**PROCEDURE**

**1. RESPONSIBILITIES OF OFFICIALS**

a. If an Official has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.

b. An Official shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.

c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

**2. MANAGEMENT RESPONSIBILITIES**

a. Management is responsible for detecting, preventing and reporting fraud in their areas of responsibility.

b. Each manager should be familiar with the types of fraud that might occur in his or her area and be alert for any indication that fraud is or was in existence in his or her area.

c. When fraud is detected or suspected, Management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.

d. If Management determines a suspected activity may involve fraud, they should contact their immediate supervisor. In the event the activity involves the immediate supervisor, the activity should be reported to the Department Director.

e. Upon being notified of suspected fraud, Department Directors shall inform the City Manager.

f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, Management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrences of fraud.

g. Management shall cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of fraud, including the prosecution of offenders.

h. Management will have full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.

i. In dealing with suspected fraud, great care must be taken. Management should not:

   i. make accusations;

   ii. alert individuals suspected of committing fraud that an investigation is underway;

   iii. treat individuals suspected of committing fraud unfairly, or;

   iv. make statements that could lead to claims of false accusations or other offenses.

j. In handling suspected fraud activities, Management has the responsibility to:

   i. make no contact (unless requested) with the individual suspected of committing fraud to determine facts or demand restitution. Under no circumstances should there be any reference to “what you did”, “the crime”, “the fraud”, “the misappropriation”, etc.;

   ii. avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney;

iii. avoid discussing the case with anyone inside the City other than the City Manager, Internal Auditor, or City Attorney or law enforcement personnel;

iv. direct all inquiries from the individual suspected of committing fraud, or his or her representative, to the City Manager or City Attorney. All inquiries by an attorney representing the individual suspected of committing fraud should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager, and;

v. take appropriate corrective and disciplinary action, up to and including dismissal, if authorized by and in conformance with the City's personnel policies.

**3. EMPLOYEE RESPONSIBILITIES**

a. Employees should report detected or suspected fraud to the Employee's supervisor.

b. In the event the suspected fraud involves the Employee's immediate supervisor, the Employee shall make the report directly to the next higher level of Management and/or the City Manager.

c. The reporting Employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney, or law enforcement personnel.

**4. INTERNAL AUDITOR RESPONSIBILITIES**

a. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.

b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Attorney, will contact appropriate law enforcement personnel.

c. The Internal Auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.

d. If evidence is uncovered showing possible fraud, the Internal Auditor will proceed as follows:

i. discuss the findings with Management and the City Manager to determine if disciplinary actions should be taken;

ii. report to the External Auditor such activities in order to assess the effect of the fraud activity on the City's financial statements;

iii. coordinate with Management regarding notification to insurers and filing of insurance claims;

iv. take immediate action, in consultation with the City Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:

(A) removing the records and placing them in a secure location, or limiting access to the location where the records currently exist, and;

(B) preventing the individual suspected of committing the fraud from having access to the records.

e. In consultation with the City Attorney and appropriate law enforcement personnel, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.

f. If the Internal Auditor is contacted by the media regarding an alleged fraud or investigation, the Internal Auditor will direct all inquiries to the City Manager.

g. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are supported by evidence, the report will be forwarded to appropriate law enforcement personnel.

h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the investigation. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven (7) calendar days after notice is received.

i. The Internal Auditor shall make recommendations to the appropriate department for

assistance in the prevention of future similar occurrences.

j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.

## DISCIPLINARY ACTIONS

Any Employee found to be responsible for fraud or who knowingly makes false allegations in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment and/or termination of the contract. The severity of the disciplinary action will be based upon the circumstances of the violation and in accordance with the City's personnel policies. The City will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling and/or other employee assistance.

## EXCEPTIONS

There will be no exceptions to this Policy unless provided and approved by the City Manager and the City Attorney.

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AWARD CONTRACT TO ALL AMERICAN ASPHALT FOR THE FY21-22 SLURRY SEAL & REHABILITATION PROJECT

---

**Recommended Actions:**

1. Approve Contract Documents, Specifications, and Plans for the FY21-22 Slurry Seal & Rehabilitation Project;

2. Award a contract in the amount of $511,563 to All American Asphalt as the lowest responsible bidder for the FY21-22 Slurry Seal & Rehabilitation Project;

3. Authorize the City Manager to execute a contract with All American Asphalt;

4. Authorize City staff to make total compensation to All American Asphalt, Inc. up to $511,563 plus $51,156.30 (10% of the contract amount) to allow for contingencies, totaling $562,719.30; and

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

**Fiscal Impact:**

Total fiscal impact for FY 2021-22 will be approximately $612,719.30 including construction management ($50,000), construction ($511,563) and contingency ($51,156.30). The Moulton Niguel Water District will reimburse the City approximately $132,650 for adjusting their sewer manholes and water valves.

**Background:**

The City advertised for bids through May 25, 2021 and multiple online plan rooms were used. Nine contractors requested and received construction documents for the work.

The City received and opened five bids at 2:00 P.M. on May 25, 2021. The total amounts for each of the bids received are as follows:

| | Contractor | Base Bid |
|---|---|---|
| 1. | All American Asphalt | $511,563.00 |
| 2. | American Asphalt South | $520,636.50 |
| 3. | Pavement Coatings | $565,960.20 |
| 4. | VSS | $596,120.00 |
| 5. | Roy Allan Slurry Seal | $669,860.50 |

City staff has reviewed the bid from All American Asphalt and the bid appears to be responsive and complete.

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

**Discussion:**

The engineer's estimate for this base bid work was about $645,000. The average bid item costs were comparable to the engineer's estimate.

All American Asphalt recently completed the FY19-20 Slurry Seal & Rehabilitation Project for the City. They have also performed similar work in the Cities of Chino and Orange with favorable references.

Staff requests authorization for payments to All American Asphalt up to $562,719.30 (10% above the contract amount) to cover for contingencies such as overages on quantities and additional work requested by the City.

The schedule for this project is as follows:

| | |
|---|---|
| - Advertise for bids | April 28 – May 25, 2021 |
| - Bids due | May 25, 2021 |
| - Council approves award of contract | June 2, 2021 |
| - Notice to Proceed | July 6, 2021 |
| - Start construction | July 6, 2021 |
| - Complete construction (40 working days) | August 31, 2021 |

**Attachments:**

1. Contract with All American Asphalt

2. All American Asphalt Submitted Bid

## CONTRACT

THIS CONTRACT is made this _____ day of _____, 20_, in the County of Orange, State of California, by and between the City of Aliso Viejo hereinafter called City, and **All American Asphalt** hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

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

**FY21-22 Slurry Seal & Rehabilitation Project**

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

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

**ARTICLE 3. CONTRACT PRICE**. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Five Hundred Eleven Thousand, Five Hundred Sixty Three Dollars and 00/100 ($511,563.00). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. Notwithstanding any other provisions of the Contract Documents, for contracts in excess of $25,000.00, the City Manager may approve additional work not to exceed 10% of the original Contract amount, Fifty One Thousand, One Hundred Fifty Six Dollars and 30/100. ($51,156.30), as set forth in this Article 3. Any additional work in excess of this amount shall be approved by the City Council.

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

due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

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

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

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

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

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

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

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

**ARTICLE 9. DECLARATION OF POLITICAL CONTRIBUTIONS**. Prior to the City's approval of this Contract, Contractor shall submit to City a statement in writing declaring any political

contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Contractor and all of Contractor 's employees, including any employee(s) that Contractor intends to assign to perform work on the Project.

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

**CITY OF ALISO VIEJO**

By: _____
David A. Doyle

Attest:

By: _____
Mitzi Ortiz, MMC
City Clerk

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Gina Tharani
Director of Financial Services

**All American Asphalt**

By: _____
Mark Luer, President

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

By: _____
Michael Farkas, Secretary

267073, A, C-12
Classification of Contractor's License

## DECLARATION OF POLITICAL CONTRIBUTIONS

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

_____

_____

_____

_____

_____

_____

_____

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

_____ _____
City/County/State Date

_____ _____
Name of Business Print Name

_____
Signature

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

**END OF CONTRACT**

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Aliso Viejo (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for **FY21-22 Slurry Seal and Rehabilitation Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **May 2020**, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

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

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

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

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect City from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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

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

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

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

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

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____

(Corporate Seal) Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title _____

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

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

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

# Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

## OPTIONAL

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

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

**END OF PERFORMANCE BOND FORM**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of Aliso Viejo (hereinafter designated as "City"), by action taken or a resolution passed _____, 20___ has awarded to _____ _____ hereinafter designated as the "Principal," a contract for the work described as follows: **FY21-22 Slurry Seal & Rehabilitation Project** (the "Project"); and

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

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

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

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

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

recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

# Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

## OPTIONAL

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

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

**END OF PAYMENT BOND FORM**

ALISO VIEJO
*Live Life Inspired*

MAYOR
Ross Chun

MAYOR PRO TEM
Mike Munzing

COUNCIL MEMBER
Tiffany Ackley

COUNCIL MEMBER
Dave Harrington

COUNCIL MEMBER
William A. Phillips

CITY MANAGER
David A. Doyle

CITY ATTORNEY
Scott C. Smith

CITY CLERK
Mitzi Ortiz, MMC

May 12, 2021

To: All Prospective Bidders Under 'FY21-22 Slurry Seal and Rehabilitation Project'

Subject: FY21-22 Slurry Seal and Rehabilitation Project - Addendum No. 1

**Addendum No. 1**

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

Add the following:

**Technical Specifications:**
6-3 TIME OF COMPLETION
6-3.1 Slurry seal application must be completed on Boundary Oak and Oak Grove prior to August 16, 2021.

Sincerely,

Quang Le
Associate Engineer

Attachments

Confirmation of receipt of Addendum No. 1:

(signature) _____ (date) 5/24/21

Edward J. Carlson, Vice President (print) _____ All American Asphalt (company)

# SECTION 00400
# BID FORM
# FY 21-22 SLURRY SEAL & REHABILITATION

## BID FORM

**NAME OF BIDDER:** All American Asphalt

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

**FY 21-22 Slurry Seal & Rehabilitation**

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

## BID SCHEDULE

| NO. | ITEM DESCRIPTION | UNIT OF MEASURE | EST. QTY. | UNIT PRICE | ITEM COST |
|---|---|---|---|---|---|
| 1 | Mobilization | LS | 1 | 58,000 | 58,000 |
| 2 | Traffic Control | LS | 1 | 17,000 | 17,000 |
| 3 | Public Notices | LS | 1 | 4,400 | 4,400 |
| 4 | Micro-Milling (Variable Edge Grind - 5' Wide) | LF | 60,000 | 1.00 | 60,000 |
| 5 | Type II Emulsion Aggregate Slurry | ELT | 760 | 199 | 151,240 |
| 6 | Pnuematic Roller | LS | 1 | 9,000 | 9,000 |
| 7 | Street Sweeping | LS | 1 | 5,700 | 5,700 |
| 8 | 4" Double Yellow, Thermoplastic | LF | 6,960 | 1.25 | 8,700 |
| 9 | 4" Yellow Skip, Thermoplastic | LF | 410 | 0.40 | 164 |
| 10 | 12" Yellow Solid, Thermoplastic | LF | 240 | 2.35 | 564 |
| 11 | 8" White Solid, Thermoplastic | LF | 600 | 1.40 | 840 |
| 12 | 4" White Solid, Thermoplastic | LF | 1,700 | 0.55 | 935 |
| 13 | 12" Solid White, Thermoplastic | LF | 1,100 | 2.30 | 2,530 |
| 14 | Letters, Thermoplastic | EA | 73 | 52 | 3,796 |
| 15 | Arrows, Thermoplastic | EA | 12 | 62 | 744 |
| 16 | Raised Pavement Markers | LS | 1.00 | 2,050 | 2,050 |

| | | | | | |
|---|---|---|---|---|---|
| 17 | Remove existing striping, markings, and RPM | LS | 1 | 10,000 | 10,000 |
| 18 | Adjust WV to Finished Grade | EA | 270 | 350 | 94,500 |
| 19 | Adjust Sewer MH to Finished Grade | EA | 109 | 350 | 38,150 |
| 20 | Adjust Stormdrain MH to Finished Grade | EA | 15 | 350 | 5,250 |
| 21 | WPCP | LS | 1 | 4,000 | 4,000 |
| 22 | Crack Sealing | LS | 1 | 34,000 | 34,000 |

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

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

$ 511,563.00
Total Bid Price in Numbers

five hundred eleven thousand five hundred sixty three dollars even.
Total Bid Price in Written Form

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

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

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

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 267073, Expiration Date 1/31/2022, class of license A, C-12, DIR Public Works Contractor Registration No. 1000001051. If the bidder is a joint venture, each

member of the joint venture must include the above information.

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

Addenda No. 1

Addenda No. _____

Addenda No. _____

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

2. Attached is the fully executed Noncollusion Declaration form.

3. Attached is the completed Designation of Subcontractors form.

4. Attached is the completed Bidder Information Form.

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

6. The completed Iran Contracting Act Certification form.

7. The completed Public Works Contractor Registration Certification form.

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

Name of Bidder All American Asphalt

Signature _____

Name and Title Edward J. Carlson, Vice President

Dated 5/24/21

**END OF BID FORM**

## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder All American Asphalt

Signature 

Name Edward J. Carlson

Title Vice President

Dated 5/24/21

## END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

# SECTION 00410
# BID BOND
# FY 21-22 SLURRY SEAL & REHABILITATION

## BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated May 25, 20 21, for **FY 21-22 Slurry Seal & Rehabilitation**.

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 11th day of May, 20 21, the name and corporate seal of each corporation.

(Corporate Seal)

All American Asphalt
Contractor/ Principal

By _____
Title EDWARD J. CARLSON, VICE PRESIDENT

Fidelity and Deposit Company of Maryland
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title William Syrkin, Attorney-in-Fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of Riverside

On May 24, 2021 (Date) before me, Sarah Amanda Langley, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(~~s~~) of Signer(~~s~~)),

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

SARAH AMANDA LANGLEY
Notary Public - California
Riverside County
Commission # 2337877
My Comm. Expires Nov 20, 2024

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

WITNESS my hand and official seal.

Signature Sarah Amanda Langley (Signature of Notary Public)

Place Notary Seal Above

### OPTIONAL

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

**Description of Attached Document**

Title or Type of Document: BID BOND

Document Date: 05/11/2021 Number of Pages: 5

Signer(~~s~~) Other Than Named Above: William Syrkin-Attorney in Fact

**Capacity(~~ies~~) Claimed by Signer(~~s~~)**

Signer's Name: Edward J. Carlson

□ Individual

X Corporate Officer — Title(~~s~~): Vice President

□ Partner □ □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: N/A

□ Individual

□ Corporate Officer — Title(s): N/A

□ Partner □ □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: N/A

Signer is Representing: N/A

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

**SECTION 00410**
**BID BOND**
**FY 21-22 SLURRY SEAL & REHABILITATION**

## Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF **Please See Attached**

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

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

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

See Attached

### OPTIONAL

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

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

**END OF BID BOND FORM**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

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

State of California )
County of Orange )

On 05/11/2021 *Date* before me, Liliana Gomez, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared William Syrkin *Name(s) of Signer(s)*,

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

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

WITNESS my hand and official seal.

LILIANA GOMEZ
Notary Public - California
Orange County
Commission # 2243326
My Comm. Expires May 20, 2022

Signature Liliana Gomez
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Bid Bond Document Date: 05/11/2021
Number of Pages: Three (3) Signer(s) Other Than Named Above: All American Asphalt

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of May, 2021.




Brian M Hodges

By: Brian M. Hodges
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

## NONCOLLUSION DECLARATION

The undersigned declares:

I am the Vice President of All American Asphalt, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/24/21 [date], at Corona [city], California [state].

Name of Bidder All American Asphalt

Signature _____

Name Edward J. Carlson

Title Vice President

Dated 5/24/21

## END OF NONCOLLUSION DECLARATION

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of Riverside

On May 24, 2021 (Date) before me, Sarah Amanda Langley, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(~~s~~) of Signer(~~s~~)),

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

SARAH AMANDA LANGLEY
Notary Public - California
Riverside County
Commission # 2337877
My Comm. Expires Nov 20, 2024

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

WITNESS my hand and official seal.

Signature Sarah Amanda Langley
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

**Description of Attached Document**

Title or Type of Document: NON-COLLUSION DECLARATION

Document Date: 05/24/2021 Number of Pages: 1

Signer(~~s~~) Other Than Named Above:

**Capacity(~~ies~~) Claimed by Signer(~~s~~)**

Signer's Name: Edward J. Carlson
- □ Individual
- X Corporate Officer — Title(~~s~~): Vice President
- □ Partner □ □ Limited □ General
- □ Attorney in Fact
- □ Trustee
- □ Other:

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: N/A
- □ Individual
- □ Corporate Officer — Title(s): N/A
- □ Partner □ □ Limited □ General
- □ Attorney in Fact
- □ Trustee
- □ Other: N/A

Signer is Representing: N/A

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

## CONTRACTOR INFORMATION AND EXPERIENCE FORM

### A. INFORMATION ABOUT BIDDER

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

1.0 Name of Bidder: All American Asphalt

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 400 E. Sixth St.
Corona, CA 92879

951-736-7646 (Facsimile Number) 951-736-7600 (Telephone Number) publicworks@allamericanasphalt.com (Email Address)

4.0 How many years has Bidder's organization been in business as a Contractor? 51 Years

5.0 How many years has Bidder's organization been in business under its present name? 51 Years

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

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

6.1 Date of Incorporation: 5/26/69

6.2 State of Incorporation: California

6.3 President's Name: Mark Luer

6.4 Vice-President's Name(s): Edward J. Carlson

6.5 Secretary's Name: Michael Farkas

6.6 Treasurer's Name: Michael Farkas

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

7.1 Date of Organization: _____

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

N/A

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

N/A

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

N/A

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

Grading, Paving, Grinding, Slurry Seal, Concrete, Utility Adjustment, Paving Fabric

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

No

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

No

**SECTION 00430**
**CONTRACTOR INFORMATION AND EXPERIENCE FORM**
**FY 21-22 SLURRY SEAL & REHABILITATION**

14.0 List Trade References:

Robertsons Ready Mix

15.0 List Bank References (Bank and Branch Address):

Citizens Business Bank

12808 Central Ave.

Chino CA 91710

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

Broker Surety: Fidelity & Deposit Company of Maryland

Agent: Millenium Corporate Solutions
5530 Trabuco Road
Irvine, CA 92620

## B. LIST OF CURRENT PROJECTS (Backlog)

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

| Project | Description of Bidder's Work | Completion Date | Cost of Bidder's Work |
|---|---|---|---|
| | | | |
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| | Please See | Attached Backlog | |
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# 2021 BACKLOG

| DATE | AGENCY/OWNER | PROJECT TITLE | BID AMOUNT |
|---|---|---|---|
| 1/14/2021 | City of Cypress | Residential Street Resurfacing Improvements CDBG Project No. 286 | $ 138,472.00 |
| 1/19/2021 | County of Orange | JOC for Slurry and Paving Services-Facilities-MA-080-21011081 | $ 1,500,000.00 |
| 1/26/2021 | City of El Segundo | FY 20/21 Pavement Rehabilitation | $ 838,000.00 |
| 2/16/2021 | JED Construction/City of LA | Sanborn Avenue Reconstruction | $ 46,407.00 |
| 2/17/2021 | City of Villa Park | FY 2020-2021 Slurry Seal Project | $ 84,350.00 |
| 2/18/2021 | Leonida Builders, Inc. | Santa Gertrudis Ped & Bike Trail - Temecula | $ 105,915.00 |
| 2/23/2021 | City of Huntington Beach | Residential Overlay Zone 3 | $ 2,614,115.00 |
| 2/23/2021 | City of Norwalk | Local Streets Rehabilitation - Zone 27 East of Gard | $ 1,051,330.00 |
| 2/25/2021 | City of Santa Ana | Flower St. Rehabilitation from McFadden Avenue to 1st Street | $ 305,598.00 |
| 2/25/2021 | Crosstown Electrical Data, Inc. | Caltrans - 07-4V1404 Route 213 Bid | $ 211,510.00 |
| 3/1/2021 | City of Riverside | 2019/2020 Arterial & Minor Phase I | $ 4,531,263.50 |
| 3/2/2021 | Belco Elecnor Group | HSIP-Cycle 6 Olympic Blvd-City of Los Angeles | $ 317,516.45 |

| | | | |
|---|---|---|---|
| 3/4/2021 | Belco Elecnor Group | San Gabriel - Instersection Safety Improvements | $ 118,850.00 |
| 3/10/2021 | City of Westminster | Ward Street Improvements | $ 2,696,290.00 |
| 3/10/2021 | GC- Visionary Service Inc. | MSWC Parking Lot #5 | $ 181,282.00 |
| 3/11/2021 | Lennar Homes | Edison Avenue Street Improvements | $ 4,590,000.00 |
| 3/23/2021 | City of Hesperia | FY 2020-21 CDBG Street Improvements | $ 458,770.00 |
| 4/2/2021 | Lennar Homes | Off-Site Street Improvements -Tract Map 20092, El Rancho Verde | $ 1,756,756.00 |
| 4/5/2021 | City Buena Park | 2020-2021 Annual Slurry Seal Project | $ 296,353.70 |
| 4/5/2021 | City of Banning | Ramsey Street and Hathaway Street Improvements | $ 3,697,562.50 |
| 4/7/2021 | City of Inglewood | Centinela Aven Medians & ADA Improvements | $ 6,850,739.50 |
| 4/8/2021 | AMES Construction | 08-0E3304 Route 60 | $ 2,166,367.60 |
| 4/8/2021 | City of Anaheim | Anaheim Island Phase 2 Rehabilitation Project RCP2021-18158 | $ 128,128.00 |
| 4/14/2021 | City of Jurupa Valley | Mission Boulevard Pavement Rehabilitation | $ 1,488,488.00 |
| 4/14/2021 | City of Garden Grove | Arterial Street Rehabilitation | $ 3,185,281.00 |
| 4/15/2021 | R.V. Concrete | Route 91, 15 08-1L6804 | $ 364,200.00 |

| | | | |
|---|---|---|---|
| 4/21/2021 | City of Lake Elsinore | Collier Ave Pavement Rehab & Striping Project | $ 1,192,114.05 |
| 4/22/2021 | City of Riverside | Permanent Trench Resurfacing For Garfield and Overland (Phase 1) Water Main Replacement Project RPU-7778 | $ 252,265.00 |
| 4/22/2021 | Ortiz Enterprises Inc. | Route 405 - 07-293604 | $ 1,010,235.00 |
| 5/4/2021 | Moote -DPIF3 CA 27 Archibald Avenue, LLC | Limonite Avenue and Archibald Avenue Traffic Signalization and Street Improvements | $ 2,779,779.00 |
| 5/4/2021 | City of Corona | Street Pavement Maintenance & Rehabilitation | $ 2,644,044.00 |
| 5/5/2021 | City of Riverside | 2019/2020 Arterial & Minor Streets, Phase 3 | $ 2,795,350.00 |
| 5/5/2021 | City of Torrance | Plaza Del Amo at Western Ave Mobility | $ 1,196,190.00 |
| 5/5/2020 | County of Orange | Rossmoor Collectors Grind & Overlay | $ 2,148,320.90 |
| 5/5/2020 | County of Orange | Rossmoor Locals Grind & Overlay | $ 1,933,562.72 |
| 5/11/2021 | City of Moreno Valley | Juan Bautista De Anza Multi-Use Trail - Phase 1 | $ 1,136,362.00 |
| 5/11/2021 | City of Bell Gardens | Various Residnetial Street Improvements FY 20-21 | $ 451,000.00 |
| 5/10/2021 | City of El Monte | Cedar Ave, Lower Azusa Road, City Limit Area | $ 2,373,225.00 |
| 5/12/2021 | City of Santa Clarita | 2020-21 Annual Slurry Seal | $ 866,304.45 |
| 5/13/2021 | City of Moreno Valley | Pavement Rehabilitation for Various Local Streets | $ 1,993,779.00 |

## C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

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

| Project Client | Description of Bidder's Work | Period of Performance | Cost of Bidder's Work |
|---|---|---|---|
| Los Angeles County Dept. of Public Works | Pavement Preservation (Seal Coats) North Los Angeles County | 10/2020 | $971,053.10 |
| | | | |
| City of Downey | FY 18/19 Slurry Seal Project | 12/2019 | $313,425.87 |
| | | | |
| City of Chino | Slurry Seal Maintenance Work | 12/2019 | $372,805.00 |
| | | | |
| City of Orange | Annual Slurry Seal FY 19-20 Various Locations | 12/2020 | $377,737.78 |
| | | | |
| | (Please See Attached | Past Work References) | |
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# 2020
# PAST WORK REFERENCES

City of Ontario
303 East B Street
Ontario, CA 91764
Contact: Ariana Kern (909) 395-2129
akern@ontarioca.gov

2020 Fall Pavement Rehabilitation Project
Contract Amount: $2,499,333.00
Start Date: 07/2020
End Date: 12/2020

City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
Contact: T. Jarb Thaipejr (909) 799-4400
jthaipejr@lomalinda-ca.gov

Pavement Rehabilitation – Barton Road
Contract Amount: $768,677.00
Start Date: 04/2020
End Date: 12/2020

City of Jurupa Valley
8920 Limonite Avenue
Jurupa Valley, CA 92509
Contact: Chase Keys (951) 332-6464
ckeys@jurupavalley.org

Granite Hill Drive Pavement Rehabilitation
Contract Amount: $999,777.00
Start Date: 04/2020
End Date: 10/2020

County of Orange
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Contact: Albert Rodriguez
albert.rodriguez@ocpw.ocgov.com

JOC Pavement Maintenance
Contract Amount: $2,584,747.69
Start Date: 07/2020
End Date: 08/2020

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Contact: Brittany Duhn (Z & K Consultants)
bduhn@zandkconsultants.com

Annual Residential Street Rehabilitation – Phase 1
Contract Amount: $5,295,068.00
Start Date: 05/2020
End Date: 11/2020

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Joe Fuentes (714) 536-5259
jfuentes@surfcity-hb.org

Arterial Rehabilitation of Graham St, Slater Ave, Newland St and Atlanta Ave
Contract Amount: $5,181,955.00
Start Date: 05/2020
End Date: 11/2020

# 2020
# PAST WORK REFERENCES

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Contact: Patricia Kharazmi (949) 644-3344
pkharazmi@newportbeachca.gov

Cameo Highlands Street Reconstruction
Contract Amount: $2,425,694.00
Start Date: 07/2020
End Time: 11/2020

City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683
Contact: Theresa Tran (714) 548-3460
ttran@westminster.ca.gov

Citywide Overlay Street Improvements
Contract Amount: $1,131,621
Start Date: 02/2020
End Date: 06/2020

Crescenta Valley Water District
2700 Foothill Boulevard
La Crescenta-Montrose, CA 91214
Contact: Brook Yared (818) 236-4117
byared@cvwd.com

Final Paving of Pennsylvania Ave
Contract Amount: $82,620.00
Start Date: 02/2020
End Date: 04/2020

City of Alhambra
111 S. 1st Street
Alhambra, CA 91801
Contact: Robert Bias (626) 580-5000
rbias@cityofalhambra.org

2020 HUD Street Improvements Project
Contract Amount: $300,433.00
Start Date: 06/2020
End Date: 10/2020

County of Ventura
800 S. Victoria Avenue, #1600
Ventura, CA 93009
Contact: Matt Maechler (805) 477-1911
matthew.maechler@ventura.org

Yerba Buena Rd. (South) Pavement Resurfacing
Contract Amount: $2,298,467.40
Start Date: 03/2020
End Date: 06/2020

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Contact: Thang Tran (805) 388-5345
ttran@cityofcamarillo.org

Earl Joseph Drive Paving
Contract Amount: $681,901.50
Start Date: 06/2020
End Date: 07/2020

# 2020
# PAST WORK REFERENCES

City of Norco
2870 Clark Avenue
Norco, CA 92860
Contact: Sam Nelson (951) 270-5607
snelson@ci.norco.ca.us

FY 2019-2020 Slurry Seal Project
Contract Amount: $147,708.97
Start Date: 06/2020
End Date: 12/2020

City of Orange
300 E. Chapman Avenue
Orange, CA 92886
Contact: Martin Varona (714) 744-5563
mvarona@cityoforange.org

Annual Slurry Seal FY 19-20 Various Locations
Contract Amount: $377,737.78
Start Date: 06/2020
End Date: 12/2020

Los Angeles County Department of Public Works
900 S. Freemont Avenue
Alhambra, CA 91803
Contact: Arthur Chu (310) 348-6448
achu@dpw.lacounty.gov

Pavement Preservation (Seal Coats) S. Los Angeles JOC6680-300.00 – 149th & Central Rosewood Area Stanford Ave, et al. (Ph.1)
Contract Amount: $971,053.10
Start Date: 09/2020
End Date: 10/2020

Los Angeles County Department of Public Works
900 S. Freemont Avenue
Alhambra, CA 91803
Contact:Christopher Poston (310) 348-6448
cposton@dpw.lacounty.gov

Pavement Preservation (Seal Coats) N. Los Angeles JOC6679-200.00 – Stevenson Ranch – Stevenson Ranch Tract (Ph. 1)
Contract Amount: $726,377.38
Start Date: 08/2020
End Date: 09/2020

# 2019
# PAST WORK REFERENCES

City of Simi Valley
2929 Tapo Canyon Rd.
Simi Valley, CA 93063
Contact: Sarah Sheshebor (805)583-6792
sshesheb@simivalley.org

Simi Valley Minor Street Rehabilitation
Contract Amount: $510,124.25
Start Date: 07/2019
End Date: 08/2019

County of Ventura
501 Poli Street
Ventura, CA 93001
Contact: Christopher Solis (805) 654-2054
chris.solis@ventura.org

Yerba Buena Area Resurfacing Project
Contract Amount: $3,919,808.95
Start Date: 06/2019
End Date: 12/2019

City of Stanton
7800 Katella Avenue
Stanton, CA. 90680
Contact: Guillermo Perez (714) 890-4204
gperez@ci.stanton.ca.us

2019 Citywide Street Resurfacing
Contract Amount: $1,206,869.00
Start Date: 10/2019
End Date: 12/2019

City of Compton
205 S. Willowbrook Avenue
Compton, CA. 90220
Contact: John Strictland (310) 605-5505
jstrictland@comptoncity.org

Road Repair Service (Pothole Repair)
Contract Amount: $1,019,100.00
Start Date: 08/2019
End Date: 11/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Darra Koger (949) 361-3138
kogerD@san-clemente.org

Street Rehabilitation for S. Avenue LA Esperanza
Contract Amount: $384,055.00
Start Date: 09/2019
End Date: 10/2019

City of South Gate
8650 California Avenue
South Gate, CA. 90280
Contact: John Rico (323) 563-9594
jrico@sogate.org

Circle Park Driveway Project
Contract Amount: $268,576.00
Start Date: 06/2019
End Date: 09/2019

# 2019
# PAST WORK REFERENCES

Pardee Homes
1250 Corona Pointe Court, Ste. 600
Corona, CA. 92879
Contact: Nick Lasher (951) 428-4442
nick.lasher@pardeehomes.com

Railroad Canyon Widening
Contract Amount: $5,062,746.00
Start Date: 11/2018
End Time: 08/2019

City of Fontana
8353 Sierra Avenue
Fontana, CA. 92335
Contact: Kimberly Young (909) 350-7632
kyoung@fontana.org

Citrus Avenue Improvements
Contract Amount: $502,730.00
Start Date: 08/2018
End Date: 10/2019

DR Horton
2280 Wardlow Circle Ste. 100
Corona, CA. 92880
Contact: Keith Alex (951) 830-5872
kalex@drhorton.com

Singlton Road
Contract Amount: $1,684,000.00
Start Date: 07/2018
End Date: 12/2019

Irvine Community Development Company
550 Newport Center Dr. Ste. 550 B2
Newport Beach, CA. 92660
Contact: Mike Morse (949) 720-2560

Portola Springs PA-6 Enclave 5B Phase1, 2
Contract Amount: $2,055,055.00
Start Date: 09/2018
End Date: 12/2019

City of Downey
11111 Brookshire Avenue
Downey, CA. 90241
Contact: Desi Gutierrez, (562) 904-7110
dgutierr@downeyca.org

FY 18/19 Slurry Seal Project
Contract Amount: $313,425.87
Start Date: 06/2019
End Date: 12/2019

# 2019
# PAST WORK REFERENCES

City of Chino
PO Box 667
Chino, CA. 91708
Contact: Austin Postovoit (909) 334-3415
apostovoit@cityofchino.org

Slurry Seal Maintenance Work
Contract Amount: $372,805.00
Start Date: 1/2019
End Date: 12/2019

City of Lancaster
44933 Fern Avenue
Lancaster, CA. 93534
Contact: Greg Wilson (661) 570-8003
gwilson@cityoflancasterca.org

2018 Pavement Management Program
Contract Amount: $2,720,103.65
Start Date: 3/2019
End Date: 12/2019

City of Colton
650 N. La Cadena Dr.
Colton, CA. 92324
Contact: Victor Ortiz (909) 370-5099
vortiz@coltonca.gov

FY 18-19 Asphalt Paving Project
Contract Amount: $1,377,700.00
Start Date: 3/2019
End Date: 11/2019

City of Cathedral City
68700 Ave Lalo Guerrero
Cathedral City, CA. 92234
Contact: John A. Corella (760) 770-0349
jcorella@cathedralcity.gov

Ortega Road Widening
Contract Amount: $459,998.00
Start Date: 2/2019
End Date: 12/2019

City of San Clemente
910 Calle Negocio
San Clemente, CA. 92673
Contact: Gary Voborsky (949) 361-6132
voborskyg@san-clemente.org

Arterial Street Pavement Maintenance
Contract Amount: $1,187,187.00
Start Date: 3/2019
End Date: 7/2019

# "2018"
# PAST WORK REFERENCES

City of Moreno Valley

14177 Frederick St.

P.O. Box 88005

Moreno Valley, CA 92552

Contact: Henry Ngo, P.E., (951)413-3106

henryn@moval.org

Alessandro Blvd. Street Improvements at Chogall Court and Graham Street

Contract Amount: $445,821.50

Start: 05/2018

Complete: 11/2018

City of Aliso Viejo

12 Journey Street Ste #100

Aliso Viejo, CA 92656

Contact: Mari Shakir, (949)425-2556

Mshakir@cityofalisoviejo.com

Aliso Creek and Road Rehab

Contract Amount: $657,770.00

Start: 05/2018

Complete: 10/2018

City of Jurupa Valley

8304 Limonite Avenue Suite M

Jurupa Valley, CA 92509

Contact: Chase Keys, (951)332-6464

ckeys@jurupavalley.org

Van Buren Blvd. Pavement Rehab.- PH2

Contract Amount: $781,845.00

Start: 08/2018

Complete: 09/2018

City of Irwindale

5050 N. Irwindale Avenue

Irwindale, CA 91706

Contact: Richard Corpis, (626)430-2200

rcorpis@irwindaleCA.gov

Irwindale 2017-2018 Resurfacing Project

Contract Amount: $285,503.10

Start: 07/2018

Complete: 08/2018

# "2018"
# PAST WORK REFERENCES

County of Los Angeles
P.O. Box 7508
Alhambra, CA 91802
Contact: Hoda Hassan, (626)458-3144
HHASSAN@dpw.lacounty.gov

Pine Canyon Road
Contract Amount: $3,288,999.00
Start: 06/2018
Complete: 11/2018

City of Rolling Hills Estates
4045 Palos Verdes Drive
Rolling Hills Estates, CA 90274
Contact: Scott Gibson (909)210-0548
sgibson@hrgreen.com

2017-18 Street Resurfacing Project
Contract Amount: $1,203,292.50
Start: 03/2018
Finish: 09/2018

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Jim Escutia (714)536-5525
jescutia@surfcity-hb.org

Heil and Main Street
Contract Amount: $2,285,562.00
Start: 11/2017
Finish: 06/2018

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Contact: Jazmine Pena (909) 350-6648
jpena@fontana.org

Valley Blvd. Median Improvement Project
Contract Amount: $164,715.00
Start: 03/2018
Finish: 05/2018

# "2018"
# PAST WORK REFERENCES

City of Lake Forest

25550 Commercentre Drive

Lake Forest, CA 92630

Contact: Taylor Abernathy, (949)461-3490

tabernathy@lakeforestca.gov

Bake Parkway at Trabuco Road

Contract Amount: $121,621.00

Start: 02/2018

Finish: 06/2018

City of La Quinta

74-495 Calle Tampico

La Quinta, CA 92253

Contact: Ubaldo Ayon Jr., (760)777-7051

uayon@la-quinta.org

FY 16-17 Phase 2 Desert Club

Contract amount: $697,474.76

Start date: 06/2017

Finish date 12/2017

City of Canyon Lake

31516 Railroad Canyon Road

Canyon Lake, CA 92587

Contact: Kenneth Bailey, (951)244-2955

kennethbailey@caaprofessionals.com

Slurry Seal FY 2017-2018 Railroad Canyon/ Canyon Lake Drive

Contract amount: $263,241.63

Start date: 03/2018

Finish date: 12/2018

City of Newport Beach

100 Civic Center Drive

Newport Beach, CA 92660

Contact: Alfred Castanon, (949) 644-3314

ACastanon@newportbeachca.gov

West Coast Highway Landscape Improvements, Phase 1, Contract No. 7189-1

Contract amount: $604,284.50

Start date: 06/2018

Finish date: 11/2019

# "2018"
# PAST WORK REFERENCES

Town of Apple Valley

14955 Dale Evans Parkway

Apple Valley, CA 92307

Contact: Rich Berger, (760)240-7000 ext 7530
rberger@applevalley.org

Navajo Road Rehabilitation

Contract amount: $849,182.00

Start date: 07/2017

Finish date: 12/2017

City of Indian Wells

44-950 Eldorado Drive

Indian Wells, CA 92210

Contact: Ken A. Seumalo, P.E., (760)346-2489,

kseumalo@IndianWells.com

Cook Street Rubberized Pavement Overlay

Contract amount: $599,599.59

Start date: 05/2018

Finish date: 12/2018

## D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

***Personnel:***

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

1. List each person's job title, name and percent of time to be allocated to this project:

   Brian Anselm, Project Manager - 50%

   Darren Cook, Superintendant - 50%

2. Summarize each person's specialized education:

   See Attached Resumes

3. List each person's years of construction experience relevant to the project:

   See Attached Resumes

4. Summarize such experience:

   See Attached Resumes

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

P.O. Box 2229, Corona, CA 92878-2229

# Brian J. Anselm

## Work History

2002–Present All American Asphalt Corona, CA

**Project Manager, Coordinator**

**Slurry Estimator**

- Estimates all slurry operations
- Responsible for organizing personnel, equipment and materials for slurry projects.
- Responsible for project management
- Handled customer inquiries and complaints.

2001-2002 Eric Townsend Construction Idyllwild, CA

**Construction Laborer**

- General Construction Laborer

## Education

1997-2001 Hemet High School, Hemet, CA

- High School Diploma

## Additional Information

- Attended various educational classes relating to the construction industry
- Works closely with all employees to ensure the most productive and safe work environment possible

P.O. Box 2229, Corona, CA 92878-2229

# Darren P. Cook

## Work History

1999–Present All American Asphalt Corona, CA

**Construction Superintendent**

**Paving, Slurry, Utilities and Chip Seal Superintendent**

- Managed all paving operations.
- Responsible for organizing personnel, equipment and materials for paving projec
- Responsible for project acceptance.
- Handled customer inquiries and complaints.

1990–1996 Manhole Adjusting Contractors Pico Rivera, CA

**Construction Supervisor**

- Manages Construction Process on a daily basis
- Manage grading, concrete, and paving operations for both public and private wc projects.

## Education

1982-1986 California State University, Los Angeles

- Bachelors Degree

1978-1982 Abraham Lincoln High School, Los Angeles

- High School Diploma

## Additional Information

- Attended various educational classes relating to the construction industry
- Works closely with all employees to ensure the most productive and safe work environment possible.

***Additional Bidder's Statements:***

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

None

## E. VERIFICATION AND EXECUTION

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

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

Name of Bidder: All American Asphalt

Signature: 

Name: Edward J. Carlson

Title: Vice President

Dated: 5/24/21

**END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM**

# SECTION 00430
# CONTRACTOR INFORMATION AND EXPERIENCE FORM
# FY 21-22 SLURRY SEAL & REHABILITATION

## LIST OF SUBCONTRACTORS FORM

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

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

| Portion of Work | Subcontractor | Location of Business | CSLB Contractor License Number | DIR Registration Number |
|---|---|---|---|---|
| striping | SUPERIOR PAVEMENT MARKINGS | 5312 Cypress St Cypress, CA 90630 | 776306 | 1000001476 |
| crack seal | MD RUBBERIZED CRACKVILLE | 32 RANCHO CIRCLE LAKE FOREST, CA 92630 | 986686 | 1000006438 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## SECTION 00430
## CONTRACTOR INFORMATION AND EXPERIENCE FORM
## FY 21-22 SLURRY SEAL & REHABILITATION

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

Name of Bidder All American Asphalt

Signature 

Name Edward J. Carlson

Title Vice President

Dated 5/24/21

**END OF LIST OF SUBCONTRACTORS FORM**

## SECTION 00430
## CONTRACTOR INFORMATION AND EXPERIENCE FORM
## BID - 17

BBK: March 2012

# SECTION 00450
# IRAN CONTRACTING ACT CERTIFICATION
# FY 21-22 SLURRY SEAL & REHABILITATION

## IRAN CONTRACTING ACT CERTIFICATION

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

☒ The Contractor is not:

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

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

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

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

Signed: _____

Titled: Edward J. Carlson, Vice President

Firm: All American Asphalt

Date: 5/24/21

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

**END OF IRAN CONTRACTING ACT CERTIFICATION**

# SECTION 00460
# PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
# FY 21-22 SLURRY SEAL & REHABILITATION

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Bidder: All American Asphalt

DIR Registration Number: 1000001051

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder All American Asphalt

Signature _____

Name Edward J. Carlson

Title Vice President

Dated 5/24/21

**END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: FISCAL YEAR 2021-22 PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING (SB 1)

---

**Recommended Action:**

Adopt a Resolution of the City Council of the City of Aliso Viejo which adopts a list of projects for fiscal year 2021-22 funded by SB 1: The Road Repair and Accountability Act of 2017.

**Fiscal Impact:**

SB 1 Road Maintenance and Rehabilitation Account (RMRA) funds are projected to be about $1,004,050 in FY 2021-22.

**Background:**

This Road Maintenance and Rehabilitation Account (RMRA) funding began being received in January 2018 with projected funds collected of just under $3 million through the remainder of this year and about $1,000,000 next fiscal year.

Current year funds are being applied towards the Slurry Seal project, Pacific Park Drive Rehabilitation, and Cedarbrook/Park/Windsong Rehabilitation.

**Discussion:**

Use of RMRA funds requires additional reporting through the California Transportation Commission (CTC). Each year the Council approved projects proposed to utilize the funds must be submitted to the CTC for approval. Expenditure reports are subsequently due at the end of each year to account for the funds. The required resolution adopting the project list to be sent to CTC is attached for Council approval.

Projects utilizing SB 1 funds in FY 2020-21 may include the following.

Annual Slurry Seal Program – Area 4 (Construction)
Deerhurst/Wolverine/Foxborough (Construction)
Aliso Creek Road (Aliso Viejo Parkway to City Limits) Rehabilitation (Design)

Staff respectfully recommends approval of the attached resolution.

**Environmental:**

Each proposed project will include required environmental actions prior to commencing construction.

**Attachment:**

1. Resolution

**RESOLUTION NO. 2021-____**

**A RESOLUTION OF THE CITY OF ALISO VIEJO ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS,** Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS,** SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Aliso Viejo are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City of Aliso Viejo must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City of Aliso Viejo, will receive an estimated $1,004,050 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

**WHEREAS**, this is the fifth year in which the City of Aliso Viejo is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS,** the City of Aliso Viejo used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects; and

**WHEREAS,** the funding from SB 1 will help the City of Aliso Viejo maintain and rehabilitate arterial, collector and/or local streets throughout the City this year as well as into the future; and

**WHEREAS,** the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Aliso Viejo's streets are in a Good condition and this revenue will help us increase the overall quality of our road system and over the next decade will maintain our streets and roads in a Good condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, BE IT RESOLVED by the City of Aliso Viejo** as follows:

1. The foregoing recitals are true and correct.

2. The fiscal year 2021-2022 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

    **1. Deerhurst/Wolverine/Foxborough Rehabilitation (Construction)**

    Description: Prepare construction documents for street patching, asphalt overlay, utility structure adjustments and sidewalk improvements
    Estimated Useful Life: 10-20 years
    Anticipated Year of Construction: 2021-22

    **2. Aliso Creek Road Rehabilitation – Aliso Viejo Parkway to City Limits (Design)**

    Description: Prepare construction documents for street patching, asphalt overlay, utility structure adjustments and sidewalk improvements
    Estimated Useful Life: 10-20 years
    Anticipated Year of Construction: 2022-23

    **3. FY 2021-22 Slurry Seal Program**

    Description: Asphalt milling, slurry seal, and utility structure adjustments
    Estimated Useful Life: 5-7 years
    Anticipated Year of Construction: 2021-22

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2021.

_____
Tiffany Ackley
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith
City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC
City Clerk

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: RENEWED MEASURE M ELIGIBILTY

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**Recommended Actions:**

1. Adopt a 7-Year Capital Improvements Program (CIP) for Street Projects; and

2. Adopt a Resolution concerning the status of the Circulation Element and Mitigation Fee Program.

**Fiscal Impact:**

The City will receive approximately $3.7 million in FY 2021-22 through FY 2025-26 in Measure M2 Fair Share funds.

**Background:**

To maintain eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to Orange County Transportation Authority (OCTA). Measure M2 Fair Share funds are made available to the City annually. Cities will be apportioned Measure M2 funds by applying a formula using population; miles of MPAH designated roadways, and taxable sales.

Every year, OCTA requires a submittal of the City's programs and projects affecting circulation and transportation to verify that these elements are in alignment with Measure M2 and countywide plans. This year's submittal requires the following documentation:

Measure M2 7-Year Capital Improvement Program (7-Year CIP)

The City's 7-Year CIP is a transportation planning and fiscal forecasting document used to guide future programming for transportation CIP projects. The 7-Year CIP is consistent with the proposed citywide CIP Budget for FY 2020-21. The submittal of the 7-Year CIP does not commit the City to fund the identified improvements but projects must be included in the 7-Year CIP to be eligible to receive Measure M2 funding. This document is updated every year to allow for changes based on maintenance needs or

City Council priorities. The CIP emphasizes projects that improve circulation, mitigate traffic congestion, and maintain the City's investment in existing transportation infrastructure.

Orange County Master Plan of Arterial Highway (MPAH) Consistency

The OCTA MPAH was established to provide planning, development, and preservation of a coordinated regional arterial highway network to supplement the countywide freeway system. Measure M2 funding eligibility requires that the City must biennially adopt and maintain a Circulation Element that is consistent with the OCTA MPAH by maintaining an equivalent number of minimum through lanes on each arterial highway shown on the MPAH map.

Mitigation Fee Program

The Mitigation Fee Program is a locally established fee program, which assesses fees used to mitigate the effects of new development on transportation infrastructure. Biennially, the City must submit a City Council adopted resolution to OCTA certifying that the City has an existing mitigation fee program.

**Discussion:**

The proposed 7-Year CIP for streets is attached. The 7-Year CIP includes the City approved 5-year plan which emphasizes rehabilitation work such as slurry sealing and overlays to maintain the condition of the City's street network. The proposed projects have been assigned to each year based upon priority rankings. Since the exact amount of the funds are not known, it is possible that some projects may not be completed in a given year but it is important to list them to ensure Measure M funds can be utilized where appropriate. If projects are delayed due to funding, it is staff's intention to still complete them in the priority ranking order.

The attached Council resolution states that the City's Circulation Element is in conformance with the County's MPAH and the resolution also reaffirms the City's existing Mitigation Fee Program. The City's mitigation fees are established development agreements and/or Conditions of Approval.

With the adoption of the 7-Year CIP and Resolution concerning the status of the Circulation Element and Mitigation Fee Program, the City's Measure M2 eligibility package is complete.

**Environmental:**

Not applicable.

**Attachments:**

1. Resolution
2. Mitigation Fee Program
3. 7-Year Capital Improvements Program for Street Projects

**RESOLUTION NO. 2021-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM**

**WHEREAS**, the City of Aliso Viejo desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH) and

**WHEREAS**, the City of Aliso Viejo has endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH, and

**WHEREAS**, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction, and

**WHEREAS**, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2019-20 and FY 2020-21, and

**WHEREAS**, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs;

**WHEREAS**, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development; and

**NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Aliso Viejo**, does hereby inform OCTA that:

a) The arterial highway portion of the City Circulation Element of the City is in conformance with the MPAH.

b) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2019-20 and FY 2020-21.

c) The City affirms that it will bring forward requests to amend the MPAH, when necessary, in order to ensure that the MPAH and the General Plan Circulation Element remain consistent.

d) The City reaffirms that Council concurs with the existing Mitigation Fee Program.

PASSED, APPROVED AND ADOPTED THIS 2nd day of June, 2021.

_____
Tiffany Ackley
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith
City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC
City Clerk

## MITIGATION FEE PROGRAM

The City of Aliso Viejo continues to collect regional transportation impact fees through its building permit process for the San Joaquin Hills Road Fee Program, Moulton Parkway Fee Program, and Coastal Area Road Improvement and Traffic Signals (CARITS) Fee Program. The current fee schedules are attached.

Since the City was 95% built out at incorporation and had the aforementioned transportation fees, City Council adopted a procedure requiring new development to pay a fair share of necessary traffic improvements attributable to the new development through a development agreement and/or specific plan approved by City Council. When new development is proposed, mitigation measures are negotiated using the General Plan as a guideline.

The four major development agreements since the City's incorporation in 2001 were presented to City Council in 2003. The City Council established an Ad Hoc Development Agreement Negotiating Team on November 19, 2003. The City Council minutes and associated staff report are attached for your reference. Also included is an excerpt of one of the four development agreements that indicates the fair share of required traffic impact improvements, as well as other capital improvements required at the sole expense of the developer.

## CONSENT CALENDAR

Mayor Adams abstained from Item 2. Item 2 was pulled from the consent calendar for separate consideration.

On motion made by Mayor Pro Tem Phillips and seconded by Council Member Ficke, the City Council approved the Consent Calendar as described below: Motion carried 5-0.

1. **Waive the Reading of All Ordinances**

   Waived the reading of all Ordinances in their entirety and read by title only.

3. **Minutes – November 5, 2003 Regular Meeting**

   Approved the Minutes as submitted.

4. **Warrants**

   Ratified warrants for October 30, 2003, in the amount of $53,498.71; and November 6, 2003, in the amount of $31,239.31.

5. **Ordinance Amending Stormwater Management and Urban Runoff Ordinance**

   **ORDINANCE NO. 2003-054**
   **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING DIVISION 13 OF TITLE 4 OF THE ORANGE COUNTY CODE, AS ADOPTED BY THE CITY OF ALISO VIEJO, REGARDING STORMWATER MANAGEMENT**

   Adopted Ordinance No. 2003-054, an Ordinance of the City Council of the City of Aliso Viejo, California, amending Division 13 of Title 4 of the Orange County Code, as adopted by the City of Aliso Viejo, regarding stormwater management.

6. **Cable Franchise Agreement with CoxCom, Inc., dba Cox Communications Orange County**

   **ORDINANCE NO. 2003-055**
   **AN ORDINANCE OF THE CITY OF ALISO VIEJO, CALIFORNIA, REPEALING AND REPLACING CHAPTER 5, DIVISION 4 OF THE ALISO VIEJO MUNICIPAL CODE REGARDING CABLE TELEVISION SYSTEMS**

   Adopted Ordinance No. 2003-055, an Ordinance of the City of Aliso Viejo, California, repealing and replacing Chapter 5, Division 4 of the Aliso Viejo Municipal Code regarding Cable Television Systems.

## ITEMS REMOVED FROM THE CONSENT CALENDAR

**2. Minutes – October 22, 2003 Adjourned Regular Meeting**

Council Member Vali-Cave requested that the minutes for Item 7 be edited. Council Member Warkomski asked that the statement he read into the record be included verbatim in the minutes. Mayor Adams directed staff to make the corrections and resubmit the minutes at the January 7, 2004 Council Meeting.

## PUBLIC HEARINGS

None scheduled.

## COUNCIL BUSINESS

**7. Appointment to Ad Hoc Development Agreement Negotiating Team**

City Manager David Norman gave background from staff report.

Discussion ensued regarding the two seats on the team and whether one member of the team should work on all four development agreements, while the other team members be rotated amongst different Council Members. City Manager David Norman and City Attorney Scott Smith voiced concerns that this could become a Brown Act Violation. There was also discussion regarding how other Council Members could be briefed regularly; the timing of the development agreements with the General Plan; how the team affects the Ad Hoc Team working on "The Commons" project; and if any project was not started at the same time as the others that consideration would be given to changing the make-up of the team.

On motion made by Council Member Warkomski and seconded by Council Member Ficke, Council appointed Mayor Pro Tem Phillips and Council Member Vali-Cave to an Ad Hoc Development Agreement Negotiating Team with the following conditions:

1. Council would have the ability to give the team direction after the Developer presentations on January 7; and
2. The team will give the City Council regular updates on the status of negotiations; and
3. If, for any reason, any project was not started at the same time as the other that consideration would be given to changing the make-up of the team.

Motion carried 5-0.

8. **Transfer Property, Easements and Other Rights From the County of Orange to the City of Aliso Viejo**

**RESOLUTION NO. 2003-036**
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ACCEPTING THE TRANSFER OF THE REAL PROPERTY FROM THE COUNTY OF ORANGE**

City Engineer John Whitman gave background from the staff report.

Discussion ensued regarding whether this was a standard procedure in the incorporation process; drainage facilities; pedestrian easements; sign easements; open space scenic easements; chain of title and responsibility thereunder; and potential filing fees.

On motion made by Mayor Pro Tem Phillips and seconded by Council Member Ficke, Council:

1. Approved Resolution 2003-036 and accept the Quitclaim Deed, as corrected by City staff, and the Drainage Easement Deed, from the County of Orange; and
2. Authorized the City Engineer to communicate revisions to the Quitclaim Deed to Orange County and negotiate final Quitclaim Deed; and
3. Authorized the recording of the final Quitclaim Deed, and the Drainage Easement Deed.

Motion carried 5-0.

9. **Adopt Refuse Enclosure Enlargement Grant (REEG) Program and Award Grant to Seagate Colony**

City Engineer John Whitman gave background from the staff report.

Discussion ensued regarding the Seagate Colony plan for enlarging their existing enclosures; how reimbursements would be processed; parking issues; the possibility of converting a portion of existing enclosures to recycle rather than enlarging the enclosures, thereby not increasing the ability to dispose of trash, and stacking systems.

On motion made by Council Member Vali-Cave and seconded by Council Member Ficke, Council:

1. Adopted a REEG program to provide 50 percent matching grants for multiple family developments to assist in constructing recycling enclosures; and
2. Awarded a REEG to the Seagate Colony Board of Directors for the purpose of enlarging 11 existing refuse enclosures.

Motion carried 5-0.

**10. Advertise for Bids – 2003-04 Slurry Seal**

John Whitman gave background from the staff report.

Council Member Warkomski left the room at 8:11 p.m.

Council Member Warkomski returned at 8:14 p.m.

On motion made by Mayor Pro Tem Phillips and seconded by Council Member Ficke, Council:

1. Approved contract documents and supplemental provisions for 2003 Slurry Seal; and
2. Directed staff to advertise, evaluate bids and recommend contractor for 2003 Slurry Seal.

Motion carried 5-0.

**11. Request of Council Member Warkomski: Discussion on Requiring the Installation of Photovoltaic Technology on New Construction**

Council Member Warkomski reported on Photovoltaic technology being used at Ladera Ranch and requested that the City consider requiring this type of technology on future development.

Council Member Vali-Cave abstained from any discussion regarding energy due to a personal financial interest.

Discussion ensued regarding making recommendations and guidelines rather than requiring certain technologies on future development.

By Consensus, Council appointed Council Member Warkomski and Mayor Pro Tem Phillips to an Ad Hoc Working Group to develop an Alternative Sources of Energy for New Development Program to bring back to Council for consideration.

**COMMUNITY INPUT**

None.

## CITY MANAGER'S REPORT

City Manager David Norman reported that the County's website now has a link to Aliso Viejo's website.

He announced the need to adjourn the meeting to December 3, 2003 at 3:00 p.m. and he reported that there is no need for a December 17 Council Meeting.

City Engineer John Whitman gave an NPDES update.

## ANNOUNCEMENTS/COUNCIL COMMENTS/COMMITTEE UPDATES

### Council Member Ficke

Council Member Ficke reported that he attended the Saddleback College Western Gala and that he had attended the swearing-in of our new Governor.

### Council Member Warkomski

None.

### Council Member Vali-Cave

Council Member Vali-Cave inquired as to the status of requests from a prior meeting:

1. Status of getting the codes and ordinances on CD.
2. Status of the City Attorney Ex Parte Communication
3. Status of the Telecommunications Ordinance
4. Status of having Development proposals on website
5. Status of request to have a Post Office put in Aliso Viejo

Council Member Vali-Cave also advised Council that the TCA consolidation decision will probably be delayed until January and she reported that she filed an appeal to the Planning Director's administrative approval of a cellular antennae array to placed at the Moulton Peak reservoir and that the DRC heard the action on Friday, November 14, 2003 and have continued the item for approximately 45 days.

She asked Council to proceed with research and potential code enforcement action because during the appeal it came to light that Cingular Wireless had already installed, illegally and without permits, the sites the were requesting permission for.

**Mayor Pro Tem Phillips**

None.

**Mayor Adams**

Mayor Adams reported that she attend the League of California Cities General Meeting, would be attending SOCAM on November 20 along with the OCFA board meeting in the evening and announced that on November 24 180 3rd grade Oakgrove Elementary School students would tour City Hall.

## CLOSED SESSION

At 8:30 p.m. the City Council convened into closed session, with all Council Members present, regarding the following:

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(a)
Name of Case: Andrews vs. The City of Aliso Viejo

At 8:45 p.m. the City Council reconvened into open session, with all Council Members present, making the following announcement:

Interim City Clerk Laurie Murray reported that under Closed Session Item One, **Conference with Legal Counsel – Anticipated Litigation,** regarding Andrews vs. The City of Aliso Viejo, A MOTION was made by Council Member Ficke, seconded by Council Member Warkomski, to reject the claim. Motion carried 5-0.

## ADJOURNMENT

There being no further business, at 8:47 p.m., Mayor Adams declared the meeting adjourned to December 3, 2003 at 3:00 p.m.

Submitted By:

Laurie A. Murray
Interim City Clerk

Approved By:

Cynthia Adams
Mayor

The foregoing instrument is a full, true, and correct copy of the original on file in this office.

Susan A. Ramos, City Clerk
City of Aliso Viejo
By Susan A. Ramos Date 6-21-10

# City of Aliso Viejo
*Agenda Item*

DATE: November 19, 2003

TO: Mayor and City Council

FROM: David J. Norman, City Manager

SUBJECT: APPOINTMENT TO AD HOC DEVELOPMENT AGREEMENT NEGOTIATING TEAM

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**Recommendation:**

Staff recommends the Council appoint two Council Members to an Ad Hoc Development Agreement Negotiating Team.

**Fiscal Impact:**

No immediate fiscal impact. Positive fiscal impact is anticipated as a result of entering into Development Agreements for the remaining vacant parcels in the City.

**Background:**

The City Council is currently working on its first General Plan. The General Plan identifies a community vision for the future and establishes a framework to guide decisions regarding development, transportation, housing, resource management, public safety, public services, and general community well being.

This General Plan recognizes the efficacy of the existing Master Development Agreement, and therefore takes a unique approach to governing the build-out of most of the vacant parcels in the City by allowing developers to increase their existing entitlements through the negotiation of a Development Agreement consistent with the maximum entitlement designated in a property's Community Benefit Overlay.

The City has received five applications to negotiate Development Agreements form Shea Properties (Vantis); The Commons at Aliso Viejo Town Center (Lowe's site); Emerald Ventures (Golf Course); and, ThinkTank (Eastwing site). An application for the Summit site has not been submitted as the developer has indicated that they will likely continue to develop the site under their existing entitlement.

**Discussion:**

The City's authority to enter into a Development Agreement is found in Government Code Section 65864 and following. Development Agreements have three defining characteristics:

1. They allow greater latitude than other methods of approval to advance local land use policies in sometimes new and creative ways;

2. They allow public agencies greater flexibility in imposing conditions and requirements on proposed projects; and

3. They afford project proponents greater assurance that once approved, their projects can be built.

The negotiation of a Development Agreement allows the City to negotiate for site amenities and public dedications that it would not be able to get through a normal zoning entitlement. The City may also negotiate which site elements are to be built first, providing for important infrastructure to be completed early in the project, or economic benefits to flow sooner.

Development Agreements commonly include the following provisions:

1. Parties to the Agreement

2. The term of the Agreement

3. Permitted uses of the property; density of intensity of use; and, maximum height and size of proposed buildings

4. Identification of reservation or dedication of land for public purposes and other public benefits

5. Recovery of costs associated with negotiating the Agreement

6. Project phasing and/or scheduling and identification of milestones

7. Default, remedies, and termination

8. Annual review requirements

9. Recordation

10. Indemnification and Hold Harmless

11. Assignment and successors in interest

12. Subordination of interest requirements

All costs associated with negotiation and adoption of each Development Agreement will be borne by each developer. Upon submittal of application materials, each developer will present a deposit in the amount of $10,000 from which Staff will deduct related expenses. Additional deposits will be requested, if needed.

Because Development Agreements are ordinances, they may supersede existing land use regulations as long as they are consistent with the General Plan. It is our intention to negotiate the Development Agreements concurrently with the completion of the General Plan, with the goal of adopting the Development Agreements shortly after adoption of the General Plan.

There is some risk to concurrently negotiating a Development Agreement prior to the adoption of the General Plan, but we believe that the risk will be minimized by paying close attention to where the Council is leading in regards to the General Plan. However, the prospect of bringing these proposed projects to fruition in the shortest time possible provides an economic benefit to the City not currently enjoyed.

The Ad Hoc Negotiating Team will consist of two Council Members. The Team will be assisted by the City Manager, the City Attorney, Planning staff, and other Staff members as needed. We believe that only one Negotiating Team should be appointed for the negotiation of all the agreements to ensure consistency in negotiation approach and consistency between the agreements.

Process:

If the Council appoints a Team this evening, then the developers will be notified that they are to provide complete Development Agreement submittal packages including deposits, site plans, elevations and project descriptions no later than December 22nd. At the City Council Meeting of January 7, 2004, the developers will present their projects to the full Council for review and comment. The Negotiating Team will take Council's comments as a point of departure for the negotiation of the agreements.

Once negotiations have completed, the Negotiating Team will bring the proposed Development Agreements to the Council for a required Public Hearing, at which the Council may approve the Agreements, approve with amendments, or reject the Agreements and ask the Negotiating Team to return with changes likely to be approved.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL

David J. Norman, City Manager

**Agenda Item** 07

the Property. The CC&Rs may run with the land and bind Owner's successors and assigns. Any dispute between the Parties regarding the City's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration Association.

8.18 Development of the Project. Notwithstanding any provision of this Agreement, the Existing Land Use Regulations, or the Existing Development Approvals to the contrary, but subject to compliance with all applicable legal requirements, including, but not limited to CEQA, the following requirements shall apply to the Project:

a. *Parks and Open Space.* City has established that residential subdivisions in the City must satisfy requirements for park and recreational amenities (the "General Plan Park Land Requirement"), pursuant to, among other authority, the Aliso Viejo General Plan Section LU-12. City acknowledges that Owner and its predecessors have satisfied all park requirements under the Master Development Agreement. In addition, to satisfy the General Plan Park Land Requirement, Owner shall construct and maintain the various active and passive parks and recreation / open space areas described in the Specific Plan. Owner shall complete the bluff top trail and overlook park identified in the Specific Plan on or before the final building permit approval inspection for the 220th residential unit in the Project. Additionally, City acknowledges that Owner's payment of the Community Enhancement Fee, as set forth in Section 8.19, will also constitute satisfaction of the General Plan Park Land Requirement.

b. *Crossing Guard.* A crossing guard fee in the amount of One Hundred Fifty Four Thousand Four Hundred Thirty Five Dollars ($154,435) ("Crossing Guard Fee") shall be paid by Owner for the provision of two crossing guards for a period of ten (10) years to mitigate certain pedestrian circulation impacts of the Project. Owner shall pay one-half (½) of the Crossing Guard Fee on or before the final building permit approval inspection for the first residential unit in the Project and the remaining one-half (½) on or before the issuance of a building permit for the 300th residential unit in the Project. In no event, shall the second one-half (½) payment be made more than two (2) years after the first one-half (½) payment.

c. *Bus Shelter.* Owner shall construct, at Owner's expense, a bus shelter at one of the existing bus pullouts located on Aliso Viejo Parkway adjacent to the Property. The bus shelter shall be located, at City's option, at one of the current turnout locations: either (i) on Aliso Viejo Parkway to the north of the entrance to the commercial

area or (ii) on Enterprise, east of Aliso Viejo Parkway. The specifications and timing of construction of the bus shelter shall be subject to the City's reasonable discretion.

d. *Aliso Viejo Parkway Median.* Owner shall pay the sum of Three Hundred Seven Thousand Five Hundred Dollars ($307,500) for the construction of a median on Aliso Viejo Parkway (approximately 1,490 linear feet) in accordance with the City's adopted median landscape standards ("Aliso Viejo Parkway Median Fee"). Owner shall pay one-half (½) of the Aliso Viejo Parkway Median Fee prior to or concurrent with the final building permit approval inspection for the 200th residential unit within the Project and one fourth (¼) each at the issuance of the building permits for the 300th and 400th residential units.

e. *Traffic Impact Improvements.* Owner shall contribute Three Hundred Eighty Nine Thousand Dollars ($389,000) as "Owner's Fair Share" of the actual cost of the traffic impact improvements set forth in the Addendum (the "Traffic Impact Improvements"). "Owner's Fair Share" has been determined to be roughly proportional to the Project's percentage of the total traffic volume used to determine the needed Traffic Impact Improvements. The Traffic Impact Improvements include street widening, intersection improvements (LOS C for intersection required), signal upgrade, traffic calming, and landscaping. **Owner's Fair Share shall be allocated between the residential and commercial uses within the Project based on their relative contribution to the Project's traffic generation. Those allocations are set forth in Exhibit E.** One-fourth of the residential allocation shall be paid upon each of the final building permit approval inspections for the 100th and 200th residential units within the Project. One-fourth of the residential allocation shall be paid upon the issuance of the building permits for both the 300th and 400th residential units within the Project. The commercial portion shall be allocated at the time of Site Development Permit issuance and shall be based upon the square footage of the building for which the Site Development Permit is issued.

f. *Bicycle Lane Improvements.* Owner shall, at its sole cost and expense, modify the existing bicycle lane striping on that portion of Aliso Viejo Parkway that is immediately adjacent to the Property ("Bicycle Lane Improvements") in accordance with City standards, as deemed necessary by the City Engineer from time-to-time due to changes in the ingress and egress to the Project reflected on applications for site development permits. Initial improvements shall be completed in the timeframe specified in Section 8.18(i).

g. *Median Improvements.* Owner shall, at its sole cost and expense, modify the existing painted median on that portion of Aliso Viejo Parkway adjacent to the Property ("Median Improvements") in accordance with City standards, as deemed necessary by the City Engineer due to changes in the ingress and egress to the Project. Initial improvements shall be completed in the timeframe specified in Section 8.18(i).

h. *Grand Avenue Improvements.* Owner shall, at its sole cost and expense, modify the traffic roundabout on Grand Avenue immediately adjacent to the Property ("Grand Avenue Improvements") in accordance with City standards for the purpose of slowing traffic on Grand Avenue and eliminating illegal turn movements through the roundabout. These improvements shall be completed in the timeframe specified in Section 8.18(i).

i. *Plans and Specifications.* Owner shall prepare and submit to the City, for approval by the City Engineer, preliminary plans and specifications for the initial Bicycle Lane Improvements, the initial Median Improvements, and the Grand Avenue Improvements (the "Plans and Specifications"). The Plans and Specifications shall be prepared in sufficient detail so City can reasonably evaluate the basic design and layout of the initial Bicycle Lane Improvements, the initial Median Improvements, and the Grand Avenue Improvements. The initial Bicycle Lane Improvements, the initial Median Improvements, and the Grand Avenue Improvements shall be completed in accordance with the Plans and Specifications, as approved by the City Engineer, prior to the final building permit approval inspection for the 100th residential unit in the Project or the issuance of the certificate of occupancy for the structure identified as 130 Vantis, whichever occurs first.

j. *Aliso Creek Road / Alicia Parkway Intersection.* Owner shall pay Fifty Six Thousand Four Hundred Dollars ($56,400) to improve the intersection of Aliso Creek Road and Alicia Parkway. Owner shall pay this amount prior to the final building permit approval inspection for the 200th residential unit in the Project. City shall cause this payment to be immediately delivered to the City of Laguna Niguel, as the entity with jurisdiction over this intersection.

k. *Entry Monumentation.* Owner shall, at its sole cost and expense, construct and maintain or cause to be maintained, entry monumentation into the Project in accordance with the Specific Plan.

l. *Project Trail System.* Owner shall, at its sole cost and expense, construct or cause to be constructed a series of trails on the

Property ("Project Trail System") that, at a minimum, creates a connection between the Project and Grand Park. The Project Trail System shall be constructed in compliance with The Americans with Disabilities Act (42 USC §§12101 *et seq.*), including all applicable exemptions and exceptions. The Project Trail System shall be maintained by either the Aliso Viejo Community Association ("AVCA") or a homeowner's association formed by Owner for the Project. Owner shall complete the Project Trail System prior to the final building permit approval inspection for the 220th residential unit in the Project. Upon completion and issuance of all approvals for the Project Trail System, Owner shall record a public access covenant that grants access to and use of the Project Trail System by the general public in perpetuity.

8.19 Community Enhancement Fee. A community enhancement fee of Three Million, Five Hundred Thousand Dollars ($3,500,000) ("Community Enhancement Fee") shall be paid for community enhancements, for community enhancement purposes to be determined by the City, which may include, but are not limited to (collectively, the "Community Enhancements"):

- Art-in-Public Places;
- Police and Fire Communications Upgrade;
- Emergency Operations Center (EOC);
- Public Transportation Enhancement;
- Parkland Improvement;
- City Hall Improvement and Maintenance; and
- Trail and Pathway Enhancement.

Owner shall pay a proportionate share of the Community Enhancement Fee prior to or concurrent with the final building permit approval inspections for the 100th and 200th residential units in the Project and the issuance of building permits for the 300th and 400th residential units in the Project.

Except as otherwise provided in this Agreement, Owner shall have no obligations pertaining to construction and/or financing of any Community Enhancement during the Term other than the payment of the Community Enhancement Fee.

# EXHIBIT "E"

## ALLOCATION OF OWNER'S FAIR SHARE OF TRAFFIC IMPROVEMENT COSTS BETWEEN RESIDENTIAL AND COMMERCIAL USES[1]

| Location / Intersection | Suggested Improvements | Cost Estimate | Vantis Percent (%) | Project Share of Cost ($) | Office Share of Cost ($) | Residential Share of Cost ($) |
|---|---|---|---|---|---|---|
| Aliso Creek Rd. at Aliso Viejo Pkwy. N | Add 2nd separate westbound left turn. Convert shared westbound through/left to separate westbound through lane. | $725,000 | 22.6 | $163,850 | $124,690 | $39,160 |
| Wood Canyon Dr. at Pacific Park Dr. | Add 2nd separate westbound left turn. Convert southbound through to shared left/through lane. | $550,000 | 6.2 | $34,100 | $25,950 | $8,150 |
| Aliso Creek Rd. at Pacific Park Dr. | Add 2nd dedicated eastbound left turn. Convert 3rd westbound through to shared westbound through/right lane. | $550,000 | 23.4 | $128,700 | $100,515 | $28,185 |
| La Paz Rd. at Pacific Park Dr. | Add 2nd dedicated westbound left turn lane. 1/2 Laguna Niguel; existing island. | $100,000 | 13.3 | $13,300 | $10,387 | $2,913 |
| La Paz Rd. at SR-73 EB Ramp | Add separate eastbound right lane. | $100,000 | 24.9 | $24,900 | $19,447 | $5,453 |
| Moulton Parkway at Aliso Viejo Pkwy. | Add 3rd westbound through lane and 2nd westbound left turn lane. Laguna Hills. | N/A | 11.9 | N/A | N/A | N/A |
| Pacific Park Dr. at Peppertree | Add 2nd southbound left turn lane. | $575,000 | 4.2 | $24,150 | $18,378 | $5,772 |
| Total | | **$2,600,000** | | **$389,000** | **$299,367** | **$89,633** |

[1] Does not include 120 or 130 Vantis.

**CITY OF ALISO VIEJO**
**Community Development Department**
12 Journey Suite 100
Aliso Viejo, CA 92656
Phone: (949) 425-2540

# ROAD FEE WORKSHEET

(Effective 7/1/20 – 6/30/21)

DATE: _____ PLAN CHECK#_____

PROJECT ADDRESS:_____

PROJECT NAME:_____

PREPARED BY: _____

**SAN JOAQUIN HILL TRANSPORTATION CORRIDOR AGENCY**
**SJHTC-A** (Make check payable to: City of Aliso Viejo)

SFD _____ units X $ 5,893.00 p/unit = $ _____

MFD _____ units X $ 3,432.00 p/unit = $ _____

COMM _____ sq ft X $ 7.90 p/sqft = $ _____

**COASTAL AREA ROAD IMPROVEMENTS AND TRAFFIC SIGNALS (CARITS):**
**ZONE 2D** (Make check payable to the City of Aliso Viejo)

SFD _____ units X $ 2,958.00 p/unit = $ _____

MFD _____ units X $ 2,367.00 p/unit = $ _____

COMM _____ sq ft X $ 2.66 p/sqft = $ _____

**MOULTON PARKWAY** (Make check payable to the City of Aliso Viejo)

SFD _____ units X $ 609.00 p/unit = $ _____

MFD _____ units X $ 356.00 p/unit = $ _____

COMM _____ sq ft X $ 1.21 p/sqft = $ _____

**COMMENTS**: _____

_____

_____

_____

# Orange County Transportation Authority

## 2021 Capital Improvement Program

**TIP ID** CP-11272 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:
**Additional Project IDs:**
**Type of Work:** Road Maintenance
**Type of Work Description:** Road Maintenance - Rehabilitation of roadway

**Limits**
Aliso Creek Road Rehab - Enterprise to 73

**Project Notes**

**Project Title**
Aliso Creek Road Rehab - Enterprise to 73

**Project Description**
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay. 1,400 lf

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2023 | Measure M2 Local Fairshare | $10,000 | $0 | $0 | $0 | $10,000 | $10,000 |
| 2023 | Local Streets and Roads apportionments | $50,000 | $0 | $0 | $0 | $50,000 | $50,000 |
| 2024 | Local Streets and Roads apportionments | $0 | $0 | $590,000 | $0 | $590,000 | $646,589 |
| 2024 | Measure M2 Local Fairshare | $0 | $0 | $10,000 | $0 | $10,000 | $10,959 |
| **Totals:** | | **$60,000** | **$0** | **$600,000** | **$0** | **$660,000** | **$717,548** |

Last Revised: 21-00 - In Progress **Total Programmed:** $660,000

**TIP ID** CP-10012 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:
**Additional Project IDs:**
**Type of Work:** Road Maintenance
**Type of Work Description:** Road Maintenance - Rehabilitation of roadway

**Limits**
Aliso Creek Road from Aliso Viejo Parkway south to City Limits (4,500 lf)

**Project Notes**

**Project Title**
Aliso Creek Road Rehabilitation - Aliso Viejo to City Limits

**Project Description**
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay.

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2022 | Measure M2 Local Fairshare | $10,000 | $0 | $0 | $0 | $10,000 | $10,000 |
| 2022 | Gas Tax | $125,000 | $0 | $0 | $0 | $125,000 | $125,000 |
| 2023 | Local Streets and Roads apportionments | $0 | $0 | $720,000 | $0 | $720,000 | $765,332 |
| 2023 | Measure M2 Local Fairshare | $0 | $0 | $720,000 | $0 | $720,000 | $765,332 |
| **Totals:** | | **$135,000** | **$0** | **$1,440,000** | **$0** | **$1,575,000** | **$1,665,664** |

Last Revised: 21-00 - In Progress **Total Programmed:** $1,575,000

**TIP ID** CP-10002 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 19-OCTA-TSP-3941
**Additional Project IDs:**
**Type of Work:** Traffic Signals
**Type of Work Description:** Traffic Signals - Coordinate signals within project limits

**Limits**
Aliso Creek Road from El Toro Road to Moulton Parkway

**Project Notes**
FY21-22 Other=TCRF funds

**Project Title**
Aliso Creek Road Traffic Signal Synchronization (Project P)

**Project Description**
Aliso Viejo's portion of signal timing and equipment upgrades to Aliso Creek Road.

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2022 | Measure M2 Local Fairshare | $0 | $0 | $41,000 | $0 | $41,000 | $42,271 |
| 2022 | Other | $0 | $0 | $131,000 | $0 | $131,000 | $135,061 |
| **Totals:** | | **$0** | **$0** | **$172,000** | **$0** | **$172,000** | **$177,332** |

Last Revised: 21-00 - In Progress **Total Programmed:** $172,000

**TIP ID** CP-10003 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:
**Additional Project IDs:**
**Type of Work:** Road Maintenance
**Type of Work Description:** Road Maintenance - Slurry seal of roadway

**Project Title**
Annual Slurry Seal Program

**Project Description**
Annual program for slurry seal of roadways on residential streets. One fifth of the streets are sealed each year in accordance with the Pavement Management System.

**Limits**
Citywide

**Project Notes**

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2022 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $15,465 |
| 2022 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $772,940 |
| 2023 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $15,944 |
| 2023 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $796,591 |
| 2024 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $16,439 |
| 2024 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $820,975 |
| 2025 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $16,948 |
| 2025 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $846,116 |
| 2026 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $17,474 |
| 2026 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $872,035 |
| 2027 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $18,015 |
| 2027 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $898,758 |
| 2028 | Local Streets and Roads apportionments | $0 | $0 | $15,000 | $0 | $15,000 | $18,574 |
| 2028 | Measure M2 Local Fairshare | $10,000 | $0 | $740,000 | $0 | $750,000 | $926,310 |
| | **Totals:** | **$70,000** | **$0** | **$5,285,000** | **$0** | **$5,355,000** | **$6,052,584** |

Last Revised: 21-00 - In Progress **Total Programmed:** $5,355,000

**TIP ID** CP-10004 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 14-ALSO-ECP-3728
**Additional Project IDs:**
**Type of Work:** Environmental Cleanup
**Type of Work Description:** Environmental Cleanup - Constructed wetlands

**Project Title**
Dairy Fork Wetland

**Project Description**
Construction of wetland to improve water quality of Dairy Fork sub-watershed.

**Limits**
Dairy Fork Tributary Outfall

**Project Notes**

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2022 | General Fund | $0 | $0 | $0 | $20,000 | $20,000 | $20,000 |
| 2023 | General Fund | $0 | $0 | $0 | $20,000 | $20,000 | $20,000 |
| 2024 | General Fund | $0 | $0 | $0 | $20,000 | $20,000 | $20,000 |
| 2025 | General Fund | $0 | $0 | $0 | $20,000 | $20,000 | $20,000 |
| 2026 | General Fund | $0 | $0 | $0 | $20,000 | $20,000 | $20,000 |
| 2028 | General Fund | $0 | $0 | $0 | $20,000 | $20,000 | $20,000 |
| 2029 | General Fund | $0 | $0 | $0 | $20,000 | $20,000 | $20,000 |
| | **Totals:** | **$0** | **$0** | **$0** | **$140,000** | **$140,000** | **$140,000** |

Last Revised: 21-00 - In Progress **Total Programmed:** $140,000

**TIP ID** CP-10005 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:
**Additional Project IDs:**
**Type of Work:** Road Maintenance
**Type of Work Description:** Road Maintenance - Rehabilitation of roadway

**Limits**
Deerhurst, Foxborough, and Wolverine

**Project Notes**

**Project Title**
Deerhurst/Foxborough/Wolverine Rehab

**Project Description**
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay (6,250 lf)

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2022 | Local Streets and Roads apportionments | $0 | $0 | $1,225,000 | $0 | $1,225,000 | $1,262,975 |
| 2022 | Measure M2 Local Fairshare | $0 | $0 | $20,000 | $0 | $20,000 | $20,620 |
| **Totals:** | | **$0** | **$0** | **$1,245,000** | **$0** | **$1,245,000** | **$1,283,595** |

Last Revised: 21-00 - In Progress **Total Programmed:** $1,245,000

**TIP ID** CP-10006 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:
**Additional Project IDs:**
**Type of Work:** Road Maintenance
**Type of Work Description:** Road Maintenance - Rehabilitation of roadway

**Limits**
Aliso Creek Road to Aliso Viejo Parkway (1,450 lf)

**Project Notes**

**Project Title**
Enterprise Rehab - Aliso Creek Road to Aliso Viejo Parkway

**Project Description**
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay.

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2023 | Local Streets and Roads apportionments | $50,000 | $0 | $0 | $0 | $50,000 | $50,000 |
| 2023 | Measure M2 Local Fairshare | $10,000 | $0 | $0 | $0 | $10,000 | $10,000 |
| 2024 | Measure M2 Local Fairshare | $0 | $0 | $10,000 | $0 | $10,000 | $10,959 |
| 2024 | Local Streets and Roads apportionments | $0 | $0 | $655,000 | $0 | $655,000 | $717,823 |
| **Totals:** | | **$60,000** | **$0** | **$665,000** | **$0** | **$725,000** | **$788,782** |

Last Revised: 21-00 - In Progress **Total Programmed:** $725,000

**TIP ID** CP-10007 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:
**Additional Project IDs:**
**Type of Work:** Road Maintenance
**Type of Work Description:** Road Maintenance - Reconstruction of roadway

**Limits**
Glenwood from 73 Freeway to Aliso Creek Road

**Project Notes**

**Project Title**
Glenwood Rehab - SR73 to Aliso Creek Road

**Project Description**
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay (2,700 lf)

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2024 | Local Streets and Roads apportionments | $75,000 | $0 | $0 | $0 | $75,000 | $75,000 |
| 2024 | Measure M2 Local Fairshare | $10,000 | $0 | $0 | $0 | $10,000 | $10,000 |
| 2025 | Measure M2 Local Fairshare | $0 | $0 | $10,000 | $0 | $10,000 | $11,299 |
| 2025 | Local Streets and Roads apportionments | $0 | $0 | $765,000 | $0 | $765,000 | $864,363 |
| **Totals:** | | **$85,000** | **$0** | **$775,000** | **$0** | **$860,000** | **$960,662** |

Last Revised: 21-00 - In Progress **Total Programmed:** $860,000

**TIP ID** CP-10008 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 18-OCTA-TSP-3905
**Additional Project IDs:**
**Type of Work:** Traffic Signals
**Type of Work Description:** Traffic Signals - Coordinate signals within project limits

**Project Title**
Los Alisos Route Traffic Signal Synchronization (Project P)
**Project Description**
Aliso Viejo's portion of signal timing & equipment upgrades to Aliso Viejo Parkway. O&M performed in-house.

| Limits | FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|---|
| Columbia to Melinda | 2022 | Other | $0 | $0 | $14,000 | $0 | $14,000 | $14,434 |
| **Project Notes** | | | | | | | | |
| Other=TCRF Funds | | **Totals:** | **$0** | **$0** | **$14,000** | **$0** | **$14,000** | **$14,434** |

Last Revised: 21-00 - In Progress **Total Programmed:** $14,000

**TIP ID** CP-10010 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 11-ALSO-ECP-3562
**Additional Project IDs:**
**Type of Work:** Environmental Cleanup
**Type of Work Description:** Environmental Cleanup - Catchment Retrofit

**Project Title**
Stormwater Litter Control Project - Phase 1
**Project Description**
Storm Water Pollution Proj-This project will include installation of Bio Clean High Capacity Filter Inserts on a total of 48 storm drain catch basins located on Public Street. This is for maintenance of catch basin filters.

| Limits | FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|---|
| Various catch basins throughout the City | | | | | | | | |
| **Project Notes** | | **Totals:** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |

Last Revised: 21-00 - In Progress **Total Programmed:** $0

**TIP ID** CP-10011 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 12-ALSO-ECP-3603
**Additional Project IDs:**
**Type of Work:** Environmental Cleanup
**Type of Work Description:** Environmental Cleanup - Catchment Retrofit

**Project Title**
Stormwater Litter Control Project - Phase 2
**Project Description**
Storm Water Pollution Project - This project will include installation of Bio Clean High Capacity Filter Inserts on storm drain catch basins located on Public Streets within the City of Aliso Viejo. This is for maintenance of catch basin filters.

| Limits | FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|---|
| Various catch basins throughout the City | 2022 | General Fund | $0 | $0 | $0 | $4,900 | $4,900 | $4,900 |
| **Project Notes** | | | | | | | | |
| | | **Totals:** | **$0** | **$0** | **$0** | **$4,900** | **$4,900** | **$4,900** |

Last Revised: 21-00 - In Progress **Total Programmed:** $4,900

**TIP ID** CP-10013 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 13-ALSO-ECP-3682
**Additional Project IDs:**
**Type of Work:** Environmental Cleanup
**Type of Work Description:** Environmental Cleanup - Catchment Retrofit

**Project Title**
Stormwater Litter Control Project - Phase 3
**Project Description**
Storm Water Pollution Project - This project will include installation of Bio Clean High Capacity Filter Inserts on storm drain catch basins located on Public Streets within the City of Aliso Viejo. This is for maintenance of catch basin filters.

| Limits | FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|---|
| Various catch basins throughout the City | 2022 | General Fund | $0 | $0 | $0 | $10,200 | $10,200 | $10,200 |
| **Project Notes** | 2023 | General Fund | $0 | $0 | $0 | $10,200 | $10,200 | $10,200 |
| | | **Totals:** | **$0** | **$0** | **$0** | **$20,400** | **$20,400** | **$20,400** |

Last Revised: 21-00 - In Progress **Total Programmed:** $20,400

**TIP ID** CP-10014 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 16-ALSO-ECP-3844
**Additional Project IDs:**
**Type of Work:** Environmental Cleanup
**Type of Work Description:** Environmental Cleanup - Catchment Retrofit

**Project Title**
Stormwater Litter Control Project - Phase 4

**Project Description**
Storm Water Pollution Project - This project will include installation of Bio Clean High Capacity Filter Inserts on storm drain catch basins located on Public Streets within the City of Aliso Viejo. This is for maintenance of catch basin filters.

**Limits**
Various catch basins throughout the City

**Project Notes**

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2022 | General Fund | $0 | $0 | $0 | $11,100 | $11,100 | $11,100 |
| 2023 | General Fund | $0 | $0 | $0 | $11,100 | $11,100 | $11,100 |
| 2024 | General Fund | $0 | $0 | $0 | $11,100 | $11,100 | $11,100 |
| 2025 | General Fund | $0 | $0 | $0 | $11,100 | $11,100 | $11,100 |
| **Totals:** | | **$0** | **$0** | **$0** | **$44,400** | **$44,400** | **$44,400** |

Last Revised: 21-00 - In Progress **Total Programmed:** $44,400

**TIP ID** CP-10015 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**: 17-ALSO-ECP-3878
**Additional Project IDs:**
**Type of Work:** Environmental Cleanup
**Type of Work Description:** Environmental Cleanup - Catchment Retrofit

**Project Title**
Stormwater Litter Control Project - Phase 5

**Project Description**
Storm Water Pollution Proj-This project will include installation of Bio Clean high Capacity Filter inserts on storm drain catch basins located on Public Streets. ECP funding approved in 2017. This is for maintenance of catch basin filters.

**Limits**
Various catch basins throughout the City

**Project Notes**

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2022 | General Fund | $0 | $0 | $0 | $7,000 | $7,000 | $7,000 |
| 2022 | Gas Tax | $0 | $0 | $0 | $23,000 | $23,000 | $23,000 |
| 2023 | Gas Tax | $0 | $0 | $0 | $23,000 | $23,000 | $23,000 |
| 2023 | General Fund | $0 | $0 | $0 | $7,000 | $7,000 | $7,000 |
| 2024 | Gas Tax | $0 | $0 | $0 | $23,000 | $23,000 | $23,000 |
| 2024 | General Fund | $0 | $0 | $0 | $7,000 | $7,000 | $7,000 |
| 2025 | General Fund | $0 | $0 | $0 | $7,000 | $7,000 | $7,000 |
| 2025 | Gas Tax | $0 | $0 | $0 | $23,000 | $23,000 | $23,000 |
| 2026 | General Fund | $0 | $0 | $0 | $7,000 | $7,000 | $7,000 |
| 2026 | Gas Tax | $0 | $0 | $0 | $23,000 | $23,000 | $23,000 |
| **Totals:** | | **$0** | **$0** | **$0** | **$150,000** | **$150,000** | **$150,000** |

Last Revised: 21-00 - In Progress **Total Programmed:** $150,000

**TIP ID** CP-10016 **IMPLEMENTING AGENCY** Aliso Viejo, City of

**Local Project Number**:
**Additional Project IDs:**
**Type of Work:** Environmental Cleanup
**Type of Work Description:** Environmental Cleanup - Constructed wetlands

**Project Title**
Wood Canyon Wetland

**Project Description**
Maintenance of wetland to improve water quality in the Wood Canyon Wetland

**Limits**
Wood Canyon Wetland

**Project Notes**

| FISCAL YEAR | FUND TYPE | ENG | ROW | CON/IMP | O&M | TOTAL | TOTAL ESCALATED |
|---|---|---|---|---|---|---|---|
| 2022 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2023 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2024 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2025 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2026 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2027 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| 2028 | General Fund | $0 | $0 | $0 | $10,000 | $10,000 | $10,000 |
| **Totals:** | | **$0** | **$0** | **$0** | **$70,000** | **$70,000** | **$70,000** |

Last Revised: 21-00 - In Progress **Total Programmed:** $70,000

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Scott Smith, City Attorney
Omar Dadabhoy, Community Development Director

SUBJECT: 35 PLAYA CIRCLE / DECLARATION OF RESTRICTIVE COVENANTS

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**Recommended Actions:**

1. Consider a draft "Declaration of Restrictive Covenants" related to the property located at 35 Playa Circle in Aliso Viejo and consider withdrawing the Affordable Housing Resale Restriction, recorded on June 12, 2009, from the same property;

2. Find that the withdrawal of the Resale Restriction recorded against 35 Playa Circle in Aliso Viejo and the approval of the Declaration of Restricted Covenants are not subject to the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15378; and

*3.* Approve the withdrawal of the recorded Affordable Housing Resale Restriction from 35 Playa Circle in Aliso Viejo and approve the Declaration of Restrictive Covenants (Attachment 2) to be recorded against the Property and direct the City Manager or his designee to take all actions to implement the action.

**Fiscal Impact:**

Replacement of the Resale Restriction with the Declaration will have no fiscal impact on the City.

**Background:**

Earlier this year, the City of Aliso Viejo ("City") purchased a residential unit located at 35 Playa Circle in the City (the "Property"). The unit, built in 2007, is a 1,162 square foot condominium with two bedrooms and two and a half bathrooms located in the Glenwood Community. It is one of 43 affordable units in that neighborhood that the City required the developer to set aside for low-income households. A low-income household is defined as a household that is not more than 80 percent of the area median income at the time of the purchase.

The Property is subject to a recorded "Affordable Housing Resale Restriction" (the "Affordability Covenant") that requires, among other things, that subsequent purchasers should also be low-income households. The Affordability Covenant provided the City with a first option to purchase the Property at an affordable housing cost before the owner listed it on the market, and the City exercised that option.

Specifically, on March 17, 2021, the City Council approved a purchase and sale agreement to purchase the Property and separately approved a lease agreement with Family Assistance Ministries ("FAM"), which is experienced in operating residential units as transitional and supportive housing. FAM would then have the right to sublease the property to a qualified individual or household that is low or lower income.

**Discussion:**

Since the City is now the owner of the Property and a beneficiary of the Resale Restriction, many of the provisions in the Affordability Covenant are inapplicable. The City desires to withdraw the Affordability Covenant from the Property's title and replace it with a modified Declaration of Restrictive Covenants ("Declaration") that aligns better with the current circumstances.

The draft Declaration (Attachment 2) provides that the City would maintain the Property as affordable housing and enable the City to lease it out to FAM. The Declaration will ensure that, so long as it is in place, any occupant of the Property must be income-eligible for affordable housing.

**Environmental:**

Replacement of the Affordability Covenant with the Declaration is not a "project" as that term is defined in the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines 15378, because it will not result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Instead, this action is an administrative activity of general policy and procedure making that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. There are no plans for redeveloping the Property. Any future proposal to reuse the Property for another purpose would need to be reviewed pursuant to CEQA prior to any City decision.

**Public Notice:**

Notice of this action has been given to the public pursuant to Government Code section 54954.2(a)(1).

**Attachments:**

1. Affordable Housing Resale Restriction
2. Draft Declaration of Restrictive Covenants

This Document was electronically recorded by
SPL Norwalk

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

NO FEE
2009000308728 04:30pm 06/12/09
105 59 R29 37
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**Recording Requested By**
**And When Recorded Mail To:**

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, California 92656
Attention: City Manager

Space Above for Recorder's Use
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103 and Government Code Section 273830)

# AFFORDABLE HOUSING RESALE RESTRICTION
## (Conditions, Covenants, and Restrictions Affecting Real Property and the Resale, Ownership, Occupancy, Maintenance, and Other Matters Related to Real Property)

This **AFFORDABLE HOUSING RESALE RESTRICTION** ("Restriction") is made as of **June 10, 2009**, by **Candice L. Banks, an unmarried woman** ("Homebuyer") in favor of the **CITY OF ALISO VIEJO,** a California municipal corporation ("City").

## *RECITALS*

A. Homebuyer has purchased a condominium located at **35 Playa Circle, Bldg. G, Aliso Viejo, California, 92656**, as such real property is more particularly described in Exhibit A attached hereto and incorporated herein ("Property").

B. Homebuyer and City have entered into that certain Homebuyer Loan Agreement (Low Income Onsite Units) ("Agreement") dated of even date herewith, which is incorporated herein by reference and a copy of which is on file with City at its offices and is a public record. Pursuant to the Agreement, City has agreed to cause the Property to be sold to Homebuyer at a Low Income Affordable Housing Cost, which includes financial assistance to Homebuyer ("City Loan") and Homebuyer has agreed to subject the Property to certain conditions, covenants and restrictions. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

C. Homebuyer and City desire and intend to restrict the Property and the improvements thereon in accordance with this Restriction to preserve its value for the benefit of Homebuyer, its successors and the surrounding neighborhood.

D. Homebuyer is a Low Income Household under the Agreement, as that term is defined in this Restriction.

E. Homebuyer has represented to City that Homebuyer, Homebuyer's household and all Co-signers and Co-mortgagors (as these terms are defined in the Agreement), if any, intend to reside in the Property as their principal residence at all times during Homebuyer's ownership of the Property.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

**1. Definitions.**

"***Actual Sales Price***" shall mean the unrestricted market price (or appraised fair market value, if an appraisal is necessary) of the Property at the time of sale thereof to Homebuyer; and, upon the resale of the Property the Actual Sales Price shall be the unrestricted market price (or appraised fair market value, if an appraisal is necessary) of the Property at the time of sale thereof to the successive homebuyer.

***"Affordable Housing Cost"*** is defined as follows: Each eligible and qualified Homebuyer shall be a Low Income Household with actual household income at the time of purchase of the Property being not more than eighty percent (80%) of AMI for Orange County. "Affordable Housing Cost" for purchase of the Property by a Low Income Household (and all successors thereto during each 45-year Affordability Period) shall be as defined in H&S Code Section 50052.5 (or its successor statute) and the Regulations, including but not limited to the provisions of 25 CCR Section 6920, taking into consideration the cost of insurance, if any, homeowners association fees (HOA), utilities and estimated annual maintenance costs in addition to the First Lien mortgage payment; provided, however, that for each Low Income Household, Affordable Housing Cost shall mean thirty percent (30%) of seventy five percent (75%) of AMI at a presumed household size appropriate for the unit notwithstanding the references in subsection (b) of Section 50052.5 to thirty percent (30%) of seventy percent (70%) and with a liquid asset limitation of not more than $25,000 or otherwise set in the Program or by the City Manager. Pursuant to Section 50052.5, for one bedroom units the presumed household size for purposes of this Restriction is two persons, and for two bedroom units the presumed household size for purposes of this Restriction is three persons.

For the Affordability Period for each Homebuyer, the City Loan Amount will not become due and payable if Homebuyer sells or otherwise conveys the Property to a Low Income Household at an Affordable Housing Cost ("Eligible Persons or Families"), Homebuyer is not in default (either Ownership Default and/or Maintenance Default) of the Agreement and Buyer enters into its own new Homebuyer Loan Agreement with City pursuant to the Program. Such a resale shall cause the "resetting" of a new City Loan Amount and the 45-year Affordability Period as to such new Buyer, as Homebuyer thereunder. Upon the effective date of such resale, the selling Homebuyer shall no longer be liable for any further obligations under the Agreement or the Note that accrue after the date of such resale, except that Homebuyer shall be obligated to pay the Contingent Equity Participation Amount as set forth in Section 13 hereof and the Housing Trust Fund Contribution as set forth in Section 14 hereof.

Notwithstanding any other provision of the Note or the Agreement, the Contingent Equity Participation Amount shall become due and payable if Homebuyer sells or otherwise conveys the Property to an Eligible Person or Family during the Affordability Period.

In order to verify a prospective Buyer's status as a Low Income Household, Homebuyer shall submit or cause a proposed Buyer to submit to City the identity of Buyer and adequate information evidencing the income and household size of Buyer. Said income information shall be submitted together with the notice of proposed sale in accordance with Section 2 of the Agreement not less than thirty (30) days prior to the opening of escrow for the proposed sale and shall include original or true copies of pay stubs, income tax records or other financial documents in order that City may

determine and verify the household income of the proposed Buyer to assess whether the proposed Buyer is a Low Income Household, calculate the Effective Sales Price and assess Buyer's eligibility to enter into its own Homebuyer Loan Agreement for a City Loan to buy the Property. If City is unable to verify the proposed Buyer's income as provided in the Agreement prior to the proposed sale, then the proposed Buyer's income shall be deemed to exceed the maximum allowable Low Income Household income limit for Eligible Persons or Families.

***"Affordable Housing Subsidy"*** shall mean the difference between the Actual Sales Price and the Effective Sales Price, and which amount shall be the "City Loan Amount" upon purchase of the Property by Homebuyer pursuant to this Agreement (which along with the Contingent Equity Participation Amount and Housing Trust Fund Contribution will constitute the "Note Amount" under the City Loan Promissory Note.)

An example of the calculation of a City Loan Amount as of April 3, 2009 for a one bedroom unit is as follows:

| | |
|---|---|
| "Actual Sales Price" (assumed fair market value) | $365,900 |
| "Effective Sales Price" (based upon 30% 75% AMI Orange County based on First Lien mortgage at 4.5% interest rate and a 5% downpayment | $134158 |
| Affordable Housing Subsidy (City Loan Amount) | **$231,702** |

***"Affordability Period"*** means that period of time commencing upon the Date of this Restriction and terminating on the forty-fifth (45th) anniversary of such date, subject to the resetting for each Homebuyer pursuant to the Agreement and the Note.

***"City"*** means the City of Aliso Viejo, California, a California municipal corporation, and City's successors and assigns.

***"County"*** means the County of Orange, California.

***"Date of this Restriction"*** means the date in the first paragraph of this Restriction.

***"Default"*** means the failure of a party to perform any action or covenant required by this Restriction within the time periods provided herein following notice and opportunity to cure. The term default also includes an Ownership Default and a Maintenance Default as more fully defined and described herein. Notwithstanding the foregoing, for purposes of acceleration of the City Loan, payment of the Note Amount (including the Contingent Equity Participation Amount and Housing Trust Fund Contribution) or initiation of foreclosure proceedings, there shall be a distinction between the types of default hereunder, including an "Ownership Default" and a "Maintenance Default". The term "Ownership Default" means the failure of Homebuyer to perform any action or covenant required by this Restriction related to ownership, owner-occupancy, lien priority, and restrictions on sale and resale of the Property under this Restriction and the City Deed of Trust subject to notice and opportunity to cure provisions set forth herein. A default of any obligation secured by the First Lien shall be a cross-default and also constitute an Ownership Default. The term "Maintenance Default" means the failure of Homebuyer to perform any action or covenant required by this Restriction relating to a "Maintenance Deficiency", including the ongoing upkeep, maintenance, and use of the Property in decent, safe, sanitary, clean, and neighborly manner subject to notice and opportunity to cure provisions set forth herein (and expressly excluding an Ownership Default).

***"Effective Sales Price"*** shall mean the purchase amount reflected by a monthly payment that is considered to be an "Affordable Housing Cost" based on a formula that is a total monthly housing cost amount of 30% of 75% of AMI for Orange County based on the presumed household size for the Property with consideration of the downpayment. The Effective Sales Price is determined per H&S Section 50052.5 and 25 CCR 6910, *et seq.* (except 30% of 75% rather than 70% shall be used), which applies a formula rather than actual income and applies a presumed household size based on number of bedrooms in the housing unit. The Effective Sales Price shall be calculated based upon an assumed down payment of five percent (5%) and an assumed interest rate of four and one-half percent (4.5%) on the First Lien mortgage, which shall be evaluated and adjusted each calendar quarter based upon the prevailing interest rate. At no time shall the Effective Sales Price change due to variations in the actual amount of the down payment provided by Homebuyer. For purposes of Homebuyer's purchase of the Property, if escrow will close prior to September 30, 2009 the assumed prevailing interest rate for the First Lien mortgage shall be 4.5%, and if escrow will close escrow after September 30, 2009 then the assumed prevailing interest rate for the First Lien mortgage shall be the prevailing interest rate for the applicable calendar quarter, ending December 30, March 30, June 30 or September 30 in the calendar year that escrow will close.

***"First Lien"*** means the lien of the institution making the purchase money mortgage loan to Homebuyer for the purchase of the Property.

***"Homebuyer"*** means the person or persons set forth in the first paragraph of this Restriction, and their successors and assigns.

***"Legal Description"*** means the legal description of the Property which is attached hereto as Exhibit A and incorporated herein.

***"Low Income" or "Lower Income Households"*** means a lower income household as defined in H&S Code Sections 50093 and 50079.5 and shall include those person(s) or households with total combined gross household income that does not exceed eighty percent (80%) of AMI. Income limits for each and all California counties are published by the California Department of Housing and Community Development and are adjusted annually. Gross household income shall be calculated in accordance with Section 6914 of Title 25 of the Regulations; provided, however, that each prospective Buyer shall be subject to a liquid asset limitation of $25,000 or as otherwise established by the Program or approved by the City Manager. The term "Low Income Household" shall also include very low income households, as defined in H&S Code Section 50105, and extremely low income households, as defined in H&S Code Section 50106.

(a) *Determination of Liquid Assets.* In determining the foregoing, liquid assets include assets held by Homebuyer and any Co-signers or Co-mortgagors such as, but not limited to:

(i) Cash on hand including funds in safety deposit boxes or held by others including family members;

(ii) Cash deposited in bank accounts, savings accounts, money market fund accounts, and similar type accounts;

(iii) Value of mutual funds, stocks, bonds, savings certificates, and other investment accounts;

(iv) Interest and dividends;

(v) Value of trusts available to the household;

(vi) Government disbursements such as social security payments;

(vii) Any payments or disbursements such as from annuities, retirement accounts, inheritances, lottery winnings, capital gains, insurance settlements, etc.;

(viii) Lump sum receipts such as from inheritances, lottery winnings, capital gains, insurance settlements, etc; and

(ix) Cash gifts to the applicant or the proceeds from gifts in lieu of cash to the applicant.

Excluded from liquid assets are: Monies in retirement accounts, such as the principal and/or interest of annuities, IRAs, 401(k) or Keogh plans, that are not periodically disbursed; provided, however, that any hardship or other non-periodic payments, disbursements, or withdrawals, including in the form of a loan, from any of the foregoing type accounts, or any other accounts, permitted to be used for the purchase of housing shall be considered a liquid asset.

***"Notice of Intent to Transfer"*** means the Notice of Intent to Transfer attached hereto as Exhibit B-1 and incorporated herein by reference.

***"Notice of Proposed Transfer"*** means the Notice of Proposed Transfer attached hereto as Exhibit B-2 and incorporated herein by reference.

***"Permitted Transfer"*** means any Transfer which is permitted pursuant to Section 4 hereof.

***"Prohibited Transfer"*** means any Transfer which is not permitted pursuant to Section 4 hereof.

***"Property"*** means that certain real property located at the street address set forth in Recital A and legally described in the Legal Description.

***"Purchase Agreement"*** means that certain agreement pursuant to which Homebuyer has agreed to purchase the Property from the Developer.

***"Reimbursement Agreement"*** means the Reimbursement Agreement to be executed by Homebuyer in favor of City, in the form attached hereto as Exhibit D and incorporated herein.

***"Reimbursement Agreement Deed of Trust"*** means the deed of trust to be executed by Homebuyer in favor of City, in the form attached to the Reimbursement Agreement as Exhibit B and incorporated herein.

***"Request for Approval of Proposed Transferee"*** means the Request for Approval of Proposed Transferee attached hereto as Exhibit B and incorporated herein.

***"Request for Notice"*** means the Request for Notice of Default attached hereto as Exhibit C and incorporated herein.

***"Restriction"*** means this Affordable Housing Resale Restriction.

***"Sales Price"*** means the sum to be paid by a Transferee for the Transfer of the Property.

***"Transfer"*** means any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property. Without limiting the generality of the foregoing, a Transfer shall include: (i) a transfer by devise, inheritance or intestacy to a party who does not meet the definition of a Low Income Household; (ii) a life estate; (iii) creation of a joint tenancy interest; (iv) a gift of all or any portion of the Property; or (v) any voluntary conveyance of the Property. Transfer shall not include transfer to a spouse in a dissolution proceeding.

***"Transferee"*** means any natural person or entity who obtains ownership or possessory rights in the Property pursuant to a Transfer.

**2. Restrictions on Sales of Property.** Homebuyer covenants and agrees that during the Affordability Period, each subsequent resale of the Property by the then-owner thereof shall be to a Low Income Household at an Affordable Housing Cost, except as set forth herein.

**3. Homebuyer's Representations and Warranties as to the Sale of the Property to Homebuyer.** Homebuyer represents and warrants to City that the financial and other information which Homebuyer has provided to City with respect to Homebuyer's income, including that of all Co-signers and Co-Mortgagors, if any, and the purchase price of the Property was true and correct at the time such information was provided, and remains true and correct as of the Date of this Restriction.

**4. Permitted Sales of the Property.** City hereby permits sales of the Property in accordance with the procedures set forth in this Section 4, to proposed Transferees who are Low Income Households and are approved in accordance with this Section 4, provided the Sales Price does not exceed an Affordable Housing Cost to such proposed Transferee ("Permitted Transfers"), except as set forth herein.

**4.1 First Option.** During the Affordability Period, Homebuyer (or Homebuyer's heirs following the death of Homebuyer) shall notify City, not less than thirty (30) days prior to listing the Property for sale through the multiple listing service or otherwise offering the Property for sale, of Homebuyer's intention to offer for sale and sell the Property at an Affordable Housing Cost. Such notice shall be provided by delivering a Notice of Intent to Transfer to City. In such event of a proposed sale, City shall first be given the right to purchase the Property at the price and terms determined by Homebuyer but for not more than an Affordable Housing Cost purchase price as determined at such time of proposed sale. City shall have such right and option ("First Option") for thirty (30) days after City receives notice from Homebuyer, after which, if not exercised, such First Option shall terminate.

**4.2 Second Option.** If City declines to exercise the First Option and Homebuyer is unable to locate an Eligible Person or Family to purchase the Property after offering the Property for sale for a reasonable period (i.e. the Property is placed in a multiple listing for not less than six (6) months, or a shorter period in the event of Homebuyer's demonstrated hardship approved by City in City's sole and absolute discretion (including, for example and without limitation, transfer of job location, loss of job, health issues or other unexpected major expenses), Homebuyer may offer the Property to City for purchase again for not more than an Affordable Housing Cost. City shall have

such right and option ("Second Option") for sixty (60) days after City receives notice from Homebuyer, after which, if not exercised, such Second Option shall terminate. If City declines to exercise the Second Option, Homebuyer may sell the Property to any purchaser, provided that Homebuyer shall pay to City the City Loan Amount, the Contingent Equity Participation Amount, and the Housing Trust Fund Contribution upon sale, and the Restriction shall be released and shall not be reset for a 45-year Affordability Period.

**4.3 Transfer Procedure.** In the event that Homebuyer delivers a Notice of Intent to Transfer to City, the following procedure shall apply:

(a) **Notice to City.** Homebuyer shall send the Notice of Intent to Transfer to City at the address set forth in Section 25 hereof, thereby triggering the First Option.

(b) **Qualification of Proposed Transferee.** In the event that City declines to exercise the First Option, Homebuyer shall send the Notice of Proposed Transfer to City at the address set forth in Section 25 hereof in order to provide City with sufficient information, including without limitation, a certification as to the income and family size of the proposed Transferee, for City to determine if the proposed Transferee is a Low Income Household and the purchase price is at an Affordable Housing Cost. In the event that City declines to exercise the First Option and Homebuyer is unable to locate an Eligible Person or Family to purchase the Property after offering the Property for sale on the terms set forth in Section 4.2 hereof, Homebuyer shall send a second Notice of Intent to Transfer to City at the address set forth in Section 25 hereof, thereby triggering the Second Option. If City declines to exercise the Second Option, the proposed Transferee shall provide City with such information as City may reasonably request.

(c) **Certificates from Parties.** The owner and proposed Transferee each shall certify in writing, in a form acceptable to City, that the Transfer shall be closed in accordance with, and only with, the terms of the sales contract and other documents submitted to and approved by City and that all consideration delivered by the proposed Transferee to owner has been fully disclosed to City. The written certificate shall also include a provision that in the event a Transfer is made in violation of the terms of this Restriction or false or misleading statements are made in any documents or certificate submitted to City for its approval of the Transfer, City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void notwithstanding the fact that the Transfer may have closed and become final as between owner and its transferee.

(d) **Written Consent of City Required Before Transfer.** During the Affordability Period, the Property, and any interest therein, shall not be conveyed by any Transfer except with the express written consent of City, which consent shall be given only if the Transfer is in accordance with the provisions of this Section 4. This provision shall not prohibit the encumbering of title for the sole purpose of securing financing of the purchase price of the Property.

(e) **Notice of Prohibited Transfer.** Within twenty (20) days after receiving notification of a proposed Transfer in accordance with Section 4.3(a), City shall determine and give notice to Homebuyer as to whether the proposed Transfer is a Permitted Transfer or Prohibited Transfer. In the event that the proposed Transfer is a Prohibited Transfer, such notice to Homebuyer shall specify the nature of the Prohibited Transfer. If the violation is not corrected to the satisfaction of City within ten (10) days after the date of the notice, or within such further time as City determines is necessary to correct the violation, City may declare a default under this

Restriction. Upon the declaration of a default, City may apply to a court of competent jurisdiction for specific performance of this Restriction, for an injunction prohibiting a proposed sale or Transfer in violation of this Restriction, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

(f) **Delivery of Documents.** Upon the close of the proposed Transfer, Homebuyer and Transferee, as applicable, shall provide City with a copy of the final sales contract, settlement statement, escrow instructions, all certificates required by this Section 4 and any other documents which City may request.

**5. Encumbrances.**

(a) **Subordination.** Except as provided otherwise herein, the provisions of the Agreement, this Restriction, and the City Deed of Trust and Rider, the obligations herein and therein, shall be subordinate only to the First Lien on the Property held by Lender and, if applicable, Other Loan(s) as approved by the City Manager, including lien instruments that secure other homebuyer purchase money and/or downpayment assistance, including without limitation Federal, State of California, or local affordable housing programs such as Housing Enabled by Local Partnerships (HELP), Building Equity and Growth in Neighborhoods (BEGIN), American Dream Down Initiative (ADDI), CalHome Program, and CalHFA mortgage funding, which liens shall not impair the rights of Lender, or Lender's assignee or successor in interest or City, if applicable, to exercise their remedies under the First Lien in the event of default under the First Lien by Homebuyer. Such remedies under the First Lien include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. If title to the Property is transferred by foreclosure or acceptance of a deed in lieu of foreclosure, or assignment of the First Lien to the Secretary of the Department of Housing and Urban Housing Development (pursuant to Federal programs or regulations), this Restriction, the Reimbursement Agreement Deed of Trust, the Agreement and the City Deed of Trust shall be automatically terminated and shall have no further effect as to the Property or any transferee thereafter.

The covenants of this Restriction, the Reimbursement Agreement Deed of Trust and the Agreement shall run with the land and shall be subordinate only to the First Lien for the Property, and, if applicable, Other Loans approved by the City Manager, and shall be secured by the City Deed of Trust securing the City Loan, and other financing documents which secure the financing approved by City pursuant to the Agreement, including but not limited to the Reimbursement Agreement Deed of Trust. The City Manager, or his/her designee, is hereby authorized to execute such subordination agreement(s) and/or such other document(s) as may be reasonably necessary to evidence such subordination, provided that such subordination agreement(s) contain(s) written commitments that City Manager, or his/her designee, finds are reasonably designed to protect City's investment in the event of default, such as any of the following: (a) a right of City to cure a default on the loan prior to foreclosure; (b) a right of City to negotiate with the lender after notice of default from the lender and prior to foreclosure; (c) an agreement that if prior to foreclosure of the loan, City takes title to the Property and cures the default on the loan, the lender will not exercise any right it may have to accelerate the loan by reason of the transfer of title to City; and (d) a right of City to purchase the Property from Homebuyer at any time after a default on the loan. City staff reserves the right to request all documents such as an appraisal and disclosure statement which it deems necessary to review subordination requests.

In no event shall this Restriction, the Reimbursement Agreement Deed of Trust, the Agreement, and the City Deed of Trust, be subordinate to any First Lien on the Property securing a loan with provisions which allow negative amortization, or to refinancing of the lien of the First Lien: (i) for a loan amount in excess of the sum of (A) the original loan balance secured by the First Lien and (B) loan closing costs or (ii) for purposes other than (A) funding improvements to the Property, (B) enabling Homebuyer to deal with hardships approved by City in City's sole and absolute discretion, including, for example and without limitation, transfer of job location, loss of job, health issues, the death of an occupant of the Property or other unexpected major expenses, or (C) lowering the interest rate with respect to the loan secured by the First Lien without withdrawal of cash therefrom.

(b) **Request for Notice of Default.** City may cause a Request for Notice to be recorded on the Property subsequent to the recordation of the First Lien deed of trust or mortgage requesting a statutory notice of default as set forth in California Civil Code Section 2924b. A form of a Request for Notice is attached hereto as Exhibit C and incorporated herein.

(c) **Further Encumbrances.** Homebuyer agrees that it shall not record or cause the recordation of any deed of trust ("Further Encumbrance") against the Property except as permitted under the Homebuyer Loan Agreement.

**6. Reimbursement Agreement.** Homebuyer and City shall enter into a Reimbursement Agreement, substantially in the form attached hereto as Exhibit D and incorporated herein, which provides that City may make payments to cure a default or delinquency on the First Lien, on the condition that Homebuyer agrees to reimburse City for any payments made to cure a default or delinquency on the First Lien. Homebuyer's repayment obligations pursuant to the Reimbursement Agreement shall be secured by a subordinate Reimbursement Agreement Deed of Trust which encumbers the Property. In the event that Homebuyer refinances the First Lien, Homebuyer and City shall enter into an amendment to the Reimbursement Agreement or a new Reimbursement Agreement. The Transferee of the Property and City shall also enter into a new Reimbursement Agreement upon the Transfer of the Property. City shall execute such subordination agreements as may be reasonably requested by the holder of a First Lien.

**7. Uses.** Homebuyer covenants and agrees to devote, use and maintain the Property in accordance with this Restriction. All uses conducted on the Property, including, without limitation, all activities undertaken by Homebuyer pursuant to this Restriction, shall conform to all applicable provisions of the Aliso Viejo Municipal Code, and the recorded documents pertaining to and running with the Property.

**8. Nondiscrimination Covenants.** Homebuyer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Homebuyer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property. The foregoing covenants shall run with the land.

**10. Maintenance of Property.** In implementation of Section 6 of the Agreement and in furtherance thereof, Homebuyer shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property, in accordance with the Aliso Viejo Municipal Code. Homebuyer also agrees to comply with all applicable Federal, state and local laws.

(a) **Exterior Maintenance.** Except as to be maintained by the homeowners' association, as applicable, all exterior, painted surfaces of any structures located on the Property shall be maintained at all times in a clean and good condition. Any such defacing marks shall be cleaned or removed within a reasonable period of time.

(b) **Front and Side Exteriors.** Except as to be maintained by the homeowners' association, as applicable, Homebuyer shall at all times maintain the front exterior, any visible side exteriors, and yards, if any, in a clean, safe and presentable manner.

(c) **Graffiti Removal.** All graffiti and defacement of any type, including but not limited to marks, words and pictures, shall be promptly removed from the Property within two (2) days of the time they were made and any necessary painting or repair completed in a timely and expeditious manner after notice thereof, whichever is less.

(d) **No Nuisance.** Homebuyer shall not maintain, cause to be maintained, or allow to be maintained on or about the Property any public or private nuisance, including without limitation, the conduct of criminal activities set forth in the nuisance abatement provisions of the Uniform Controlled Substances Act (Health & Safety Code Sections 11570, *et seq.*) or the Street Terrorism Enforcement and Prevention Act (Penal Code Sections 186.22 *et seq.*), or any successor statute or law.

**11. Occupancy Standards.** The Property shall be used as the principal personal residence of Homebuyer, Homebuyer's household and all Co-signers and Co-mortgagors and for no other purpose. Homebuyer shall not enter into an agreement for the rental or lease of the Property or any part or portion thereof. Homebuyer may request a temporary waiver of the foregoing requirement in the event of extreme hardship requiring Homebuyer to move to another geographical area or to less expensive housing, including, for example and without limitation, transfer of job location, loss of job, health issues, the death of an occupant of the Property or unexpected major expenses. City may: (a) approve or disapprove such request in its sole discretion; (b) require as a condition of approval that Homebuyer only rent the Property to Eligible Persons and Families at a maximum rent limit (as defined in Section 50053 of the California Health & Safety Code); and/or (c) place other reasonable conditions on such temporary authorization for non-owner occupancy. City acknowledges that the Housing Quality Standard (HQS) occupancy standard (as defined under Federal law) is occupancy by two (2) persons per living and sleeping area. Homebuyer shall, upon demand by City, submit to City an affidavit of occupancy verifying Homebuyer's compliance with this Section 11. Such affidavit may be required by City on an annual basis or as otherwise reasonably requested by City from Homebuyer.

**12. Effect of Violation of the Terms and Provisions of this Restriction.**

(a) **In General.** The covenants established in this Restriction shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns, as to those covenants which are for its benefit. The covenants contained in this Restriction shall remain in effect for the periods of time specified herein. The covenants against discrimination shall remain in effect in perpetuity. City is deemed the beneficiary of the terms and provisions of this Restriction and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Restriction and the covenants running with the land have been provided. This Restriction and the covenants herein shall run in favor of City, without regard to whether City has been, remains or is an owner of any land or interest therein in the Property. City shall have the right, if the Restriction or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Restriction and covenants may be entitled.

(b) **Acceleration.** The whole of the Note Amount, the Contingent Equity Participation Amount, as described in Section 13 hereof, the Housing Trust Fund Contribution and all other payments due under the City Loan shall become due and immediately payable to City by Homebuyer upon the occurrence of any one of the following events of acceleration:

(i) Homebuyer makes a Prohibited Transfer of title to or any interest in the Property in violation of this Restriction;

(ii) Homebuyer refinances the First Lien or any other lien permitted under the Homebuyer Loan Agreement to which the City Loan is subordinate: (A) for a loan amount in excess of the sum of (I) the original loan balance secured by the First Lien and (II) loan closing costs or (B) for purposes other than (I) funding improvements to the Property, (II) enabling Homebuyer to deal with hardships approved by City in City's sole and absolute discretion, including, for example and without limitation, transfer of job location, loss of job, health issues, the death of an occupant of the Property or other unexpected major expenses, or (III) lowering the interest rate with respect to the loan secured by the First Lien without withdrawal of cash therefrom;

(iii) Homebuyer and all Co-signers and Co-mortgagors, if any, fail to occupy the Property as their principal residence pursuant to Section 11 hereof or are in default of any other obligation under this Restriction or the Agreement; or

(iv) Homebuyer has an Ownership Default violating any affordable housing terms or provisions of this Restriction.

At the request of Homebuyer, and for a specific occasion, City may, in its sole and absolute discretion, in writing waive the requirements of this Section 12(b) and defer repayment and/or extend the term of the Note. Any waiver or deferment shall be on a case-by-case basis and subject to the conditions and timing directed by the City Manager and no future rights for waiver or deferment shall arise or be implied. Notwithstanding the foregoing, Homebuyer may, upon prior written approval by City, refinance the First Lien for a loan amount equal to or less than the sum of the original loan balance secured by the First Lien and loan closing costs for the purpose of financing improvements to the Property, enabling Homebuyer to deal with hardships, including, for example

and without limitation, transfer of job location, loss of job, health issues, the death of an occupant of the Property or other unexpected major expenses or lowering the interest rate with respect to the First Lien without withdrawal of cash therefrom.

**13. Contingent Equity Participation Amount.**

**13.1 Circumstances when Contingent Equity Participation Amount Due.**

(a) **Unauthorized Sale of Property or Event of Acceleration.** If: (i) Homebuyer sells the Property to an Eligible Person or Family during the Affordability Period in conformity with Section 4 hereof and such Eligible Person or Family does *not* enter into its own Homebuyer Loan Agreement; or (ii) an Event of Acceleration occurs as described in Section 12(b) above, then the full Note Amount is due and payable and the Restriction shall not be released and Homebuyer shall pay to City the whole of the City Loan Amount, the Contingent Equity Participation Amount, as hereinafter described, and the Housing Trust Fund Contribution.

(b) **New Homebuyer Loan Agreement for Eligible Person or Family.** If Homebuyer sells the Property to an Eligible Person or Family during the Affordability Period in conformity with Section 4 hereof and such Eligible Person or Family pursuant to the Program enters into its own Homebuyer Loan Agreement, then the City Loan Amount shall be forgiven and Homebuyer shall pay to City only the Contingent Equity Participation Amount and the Housing Trust Fund Contribution.

**13.2 Calculation and Payment Due of Contingent Equity Participation Amount.** The "Contingent Equity Participation Amount" means an amount equal to a 25% share of the equity appreciation of the Property less deductions for the original Homebuyer's downpayment, pay down of principal, and amount payable or paid for the Housing Trust Fund Contribution. As used herein, the term "equity appreciation" shall mean the difference between the Effective Sales Price paid by Homebuyer and the new affordable Effective Sales Price for the prospective new Buyer pursuant to its own Homebuyer Loan Agreement. If this calculation results in zero ($0) or a negative number, then no Contingent Equity Participation Amount is due, but the City Loan Amount and 45-year Affordability Period shall be reset for the prospective new Buyer pursuant to such Buyer's Homebuyer Loan Agreement. An example only of a Contingent Equity Participation Amount calculation is as follows:

| | | |
|---|---|---|
| One Bedroom Property resold | New Effective Sales Price | $200,000 |
| | Prior Effective Sales Price | $134,158 |
| | Difference | $ 65,842 |
| | less downpayment/5% – say | $ 6,674 |
| | less pay down principal – say | $ 2,000 |
| | less Housing Trust Fund Contribution (5% AMI) | $ 4305 |
| | Net Equity for Participation | $ 52,863 |
| | 25% of Equity if any | $13,216 |
| | plus Housing Trust Fund Contrib. | $4305 |
| | Net Payment Due at Closing | **$ 17,521** |

**13.3 No Appreciation or Depreciation in Value of Property.** Notwithstanding any other provision of this Restriction, if the Property has not appreciated or the value of the Property has depreciated (i.e., the new Effective Sales Price is less than prior/original Effective Sales Price) at a time when: (a) Homebuyer sells the Property to a qualified Low Income Household during the Affordability Period in conformity with Section 4 hereof; or (b) an Event of Acceleration occurs, then no Contingent Equity Participation Amount is due by Homebuyer to City.

**13.4 Credit to Homebuyer for Cash Paid into Property.** Notwithstanding the foregoing provisions of this Section 13, calculation of the Contingent Equity Participation Amount is subject to a superior right of Homebuyer to receive credit in calculation of the Effective Sales Price for money paid by Homebuyer at closing and post-acquisition during the term of Homebuyer's ownership of the Property for: (a) Homebuyer's downpayment toward the Effective Sales Price; and (b) the principal pay down amount, if any, by Homebuyer on any loan secured by a First Lien on the Property; provided, however, that if Homebuyer sells the Property during the Affordability Period, Homebuyer shall not receive credit in calculation of the Effective Sales Price for upgrades or capital improvements that Homebuyer undertakes with respect to the Property, if any.

**13.5 Determination of Actual Sales Price; Appraisal.**

(a) **Upon Sale of the Property.** In the event of: (i) a proposed sale of the Property to an Eligible Person or Family during the Affordability Period in conformity with the Program and Section 4 hereof; or (ii) a proposed sale of the Property by Homebuyer that does not conform to Section 4 hereof, and not less than thirty (30) days after City receives actual notice of the opening of escrow in connection therewith, City may elect to appoint a certified, independent appraiser to conduct an appraisal of the Property, at Homebuyer's expense, to assist City in determining if the proposed Actual Sales Price is at or near the fair market value of the Property at such time. If the Actual Sales Price is determined by the appraisal to be three percent (3%) or more below the fair market value of the Property as estimated in said appraisal, then the Actual Sales Price for purposes of determining the Contingent Equity Participation Amount shall be the fair market value of the Property established in said appraisal.

(b) **Upon Refinancing/Failure to Occupy/Default.** In the event of refinancing, failure to occupy the Property in accordance with Section 11 hereof, or default or breach of any provision of this Restriction that causes an Event of Acceleration and the Note Amount to become immediately due and payable, the "Effective Sales Price" for purposes of determining the Contingent Equity Participation Amount shall be calculated based on determination and calculation of an Affordable Housing Cost as of the time of such refinancing, failure to occupy, or default or breach of this Agreement.

**13.6 Homebuyer's Acknowledgment of Contingent Equity Participation Amount.**

**HOMEBUYER ACKNOWLEDGES AND AGREES THAT UPON: (A) SALE OR TRANSFER OF THE PROPERTY TO A QUALIFIED LOW INCOME HOUSEHOLD DURING THE AFFORDABILITY PERIOD IN CONFORMITY WITH SECTION 4 HEREOF; OR (B) SALE, TRANSFER OR REFINANCING OF THE PROPERTY THAT DOES NOT COMPLY WITH SECTION 4 HEREOF WHICH IS A DEFAULT AND CAUSES AN EVENT OF ACCELERATION, HOMEBUYER SHALL PAY TO CITY, IN ADDITION TO THE CITY LOAN AMOUNT, A CONTINGENT EQUITY PARTICIPATION AMOUNT EQUAL TO A PERCENTAGE SHARE OF THE APPRECIATION OF THE PROPERTY AS CALCULATED PURSUANT TO THIS SECTION 13.**

**HOMEBUYER'S INITIALS:** _____

**14. Housing Trust Fund Contribution.** Upon the closing of each and all escrows in connection with a each sale and subsequent sale of the Property each Homebuyer, including the undersigned Homebuyer, shall pay an amount equal to five percent (5%) of AMI appropriate for the presumed family size as an administrative and monitoring contribution ("Housing Trust Fund Contribution"); provided, however, that the Housing Trust Fund Contribution shall not be due if no Contingent Equity Participation Amount is due under Section 13 hereof. The Housing Trust Fund Contribution shall be payment to City for the ongoing administration of the Program and shall be a part of the Note Amount due from Homebuyer.

(a) An example of calculation of a Housing Trust Fund Contribution is as follows and using 2008 AMI figures from the California Department of Housing and Community Development for a one bedroom unit with presumed household size of two 5% AMI equals the following: 100% AMI ($67,300 OC) x 5% = $3,365.

**15. Compliance with Laws; Governing Law.** Homebuyer hereby agrees to comply with all ordinances, rules, and regulations of City. Nothing herein is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This declaration shall be governed by the laws of the State of California. Any legal action brought under this declaration must be instituted in the Superior Court of the County of Orange, State of California, or in the Federal District Court in the Central District of California.

**16. Indemnification.** Homebuyer shall pay for, defend, indemnify and hold harmless the City of Aliso Viejo and its respective officers, officials, agents, employees, representatives, and volunteers from and against any loss, liability, claim, or judgment relating in any manner to Homebuyer's use of the Property or Homebuyer's violation of this Restriction. Homebuyer shall remain fully obligated for the payment of taxes, liens and assessments related to the Property. There shall be no reduction in taxes for Homebuyer, nor any transfer of responsibility to City to make such payments, by virtue of this Restriction; provided, however, that the County of Orange Assessor and Tax Collector shall take into consideration the 45-year Restriction and the Affordability Period in determining the assessed value of the Property.

**17. Insurance.** Homebuyer shall maintain, during the term of this Restriction, an all-risk property insurance policy insuring the Property in an amount equal to the full replacement value of the structures on the Property. The policy shall name City as loss payee and shall contain a statement of obligation on behalf of the carrier to notify City of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Homebuyer shall transmit a copy of the certificate of insurance to City within thirty (30) days of the effective date of this Restriction, and upon request by City, Homebuyer shall transmit to City further copies of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. Copies of the certificate of insurance and a loss payee endorsement shall be transmitted to City at the address set forth in Section 25 hereof. Any certificate of insurance must be in a form, content and with companies approved by City.

**18. Defaults.** Failure or delay by either party to perform any term or provision of this Restriction which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Restriction; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

**19. Non-Waiver.** Failure to exercise any right City may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

**20. Further Assurances.** Homebuyer shall execute any further documents consistent with the terms of this Restriction, including documents in recordable form, as City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Restriction.

**21. Governing Law.** Homebuyer hereby agrees to comply with all ordinances, rules and regulations of City. Nothing in this Restriction is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule or regulation. This Restriction shall be governed by the laws of the State of California. Any legal action brought under this Restriction must be instituted in the Superior Court of the County of Orange, State of California, or in the Federal District Court in the Central District of California in Orange County.

**22. Amendment of Restriction.** No modification, rescission, waiver, release or amendment of any provision of this Restriction shall be made except by a written agreement executed by Homebuyer and City.

**23. City May Assign.** City may, at its option, assign its rights hereunder without obtaining the consent of Homebuyer.

**24. Homebuyer Assignment Prohibited.** In no event shall Homebuyer assign or transfer any portion of this Restriction without the prior express written consent of City, which consent shall be given by City only in the event that City determines that the assignee or transferee is a Low Income Household, that the assignee's or transferee's monthly housing payments are at an Affordable Housing Cost, except as otherwise provided herein, and that the assignee or transferee has expressly assumed this Restriction by execution of a written assignment document to be provided by City. This section shall not affect or diminish City's right to assign all or any portion of its rights hereunder.

**25. Notices.** Any notices, requests or approvals given under this Restriction from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

**To Homebuyer:**

**CANDICE L. BANKS**
**35 Playa Circle, Bldg. G**
**Aliso Viejo, California, 92656**

**To City:**

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, California 92656
Attention: City Manager and Community Development Director

Either party may change its address for notice by giving written notice thereof to the other party.

**26. Attorneys' Fees and Costs.** In the event that any action is instituted to enforce payment or performance under this Restriction, the parties agree the non-prevailing party shall be responsible for and shall pay all costs and all attorneys' fees incurred by such prevailing party in enforcing this Restriction.

**27. Entire Agreement.** This Restriction, together with the Agreement and all attachments thereto and hereto, constitutes the entire understanding and agreement of the parties. This Restriction integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between City and Homebuyer concerning all or any part of the subject matter of this Restriction.

**IN WITNESS WHEREOF**, the parties have executed this Affordable Housing Resale Restriction as of the date set forth above.

**HOMEBUYER:**

By: Candice L Banks
Printed Name: **CANDICE L. BANKS**

**CITY:**

**CITY OF ALISO VIEJO**,
a California municipal corporation

By: _____

Its: **CITY MANAGER**

**ATTEST**:

_____
City Clerk

STATE OF CALIFORNIA )
) ss.
COUNTY OF Orange )

On June 11, 2009 before me, Susan C. Ramos, Notary Public, personally appeared **MARK PULONE** who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/~~are~~ subscribed to the within instrument (*) and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal

Susan C. Ramos
SIGNATURE OF NOTARY PUBLIC

SUSAN A. RAMOS
Commission # 1813918
Notary Public - California
Orange County
My Comm. Expires Sep 19, 2012

(*) Affordable Housing Resale Restriction dated June 10, 2009.

**IN WITNESS WHEREOF**, the parties have executed this Affordable Housing Resale Restriction as of the date set forth above.

**HOMEBUYER:**

By: _____
Printed Name: **CANDICE L. BANKS**

**CITY:**

**CITY OF ALISO VIEJO,**
a California municipal corporation

By: _____
Its: **CITY MANAGER**

Mark Pulone

**ATTEST**:

_____
City Clerk

**EXHIBIT A TO AFFORDABLE HOUSING RESALE RESTRICTION**

**LEGAL DESCRIPTION OF PROPERTY**

# LEGAL DESCRIPTION

A condominium comprised of:

**PARCEL NO. 1:**

Unit 52 (the *"Unit")* as shown and described in the Phase 2 Condominium Plan (together with any amendments thereto, collectively, the ***"Plan"***) for portions of Lot 3 of Tract No. 16969 which Tract is shown on the Subdivision Map (***"Map"***) filed in Book 888, at Pages 1 to 20, inclusive, of Miscellaneous Maps, in the Office of the Orange County Recorder, which Plan was recorded on October 5, 2007, as Instrument No. 2007000601291 in Official Records of Orange County (***"Official Records"***).

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest, assigns and others, easements for access, ingress, egress, encroachment, support, maintenance, drainage, repair and for other purposes, all as may be shown on the Map, and as described in the Master Declaration of Covenants, Conditions and Restrictions for Glenwood at Aliso Viejo, recorded on September 28, 2007, as Instrument No. 2007000587521and the Supplemental Declaration of Covenants, Conditions and Restrictions for Glenwood at Aliso Viejo (Harbor Station Phase 2), recorded on October 5, 2007 as Instrument No. 2007000601557 (collectively, the ***"Master Declaration"),*** and that certain Neighborhood Declaration of Covenants, Conditions and Restrictions for Harbor Station at Glenwood at Aliso Viejo recorded on September 28, 2007, as Instrument No. 2007000587522 and that certain Notice of Addition of Covenants, Conditions and Restrictions for Harbor Station at Glenwood at Aliso Viejo (Phase 2), recorded on October 5, 2007 as Instrument No. 2007000601558 , together with any amendment thereto, (collectively, the ***"Neighborhood Declaration"),*** and the Declaration of Covenants, Conditions and Restrictions for Aliso Viejo Community Association, recorded on April 6, 1982 as Instrument No. 82-118353; any supplements and amendments, (collectively ***"AVCA Declaration")***, all in the Official Records.

ALSO RESERVING THEREFROM, the right to enter the Unit (i) to complete and repair any improvements or landscaping located thereon as determined necessary by Grantor, in its sole discretion, (ii) to comply with requirements for the recordation of the Map or the grading or construction of the Neighborhood, as defined in the Neighborhood Declaration, or (iii) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee before such entry. It this reservation of right of entry is not complied with the Grantee, Grantor may enforce this right of entry in a court of law. Grantee shall be responsible for all damages arising out of such failure to comply, including attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire eleven (11) years from the date of recordation of this Grant Deed.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, the right to place on, under or across the Unit, transmission lines and other facilities and equipment for a community antenna television system, telecommunications and fiber optics systems and alarm system cabling ***("Telecommunications System"),*** and thereafter to own and convey such Telecommunications System, and the right to enter upon the Unit to operate, maintain, repair, inspect, replace and remove the Telecommunications System; provided, however, that the exercise of such rights shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Unit.

**PARCEL NO. 2:**

An undivided one-fifteenth (1/15th) fee simple interest as a tenant-in-common in and to the Common Area described in the Plan.

**PARCEL NO. 3:**

# LEGAL DESCRIPTION
(continued)

Exclusive easements for the benefit of the Unit appurtenant to Parcel Nos. 1 and 2 described above, for patio, balcony, air conditioning compressor pads and internal and external telephone wiring purposes, as applicable, over those portions of the Neighborhood Property shown on the Plan or as described in the Neighborhood Declaration.

**PARCEL NO. 4:**

Nonexclusive easements for access, drainage, encroachment, maintenance, repair, and for other purposes, all as may be shown on the Map and as described and reserved for the benefit of Grantee in the Master Declaration, Neighborhood Declaration and the AVCA Declaration.

END OF LEGAL DESCRIPTION

**EXHIBIT B-1 TO AFFORDABLE HOUSING RESALE RESTRICTION**

**NOTICE OF INTENT TO TRANSFER**

**NOTICE OF INTENT TO TRANSFER MUST BE DELIVERED TO THE CITY OF ALISO VIEJO PRIOR TO PROCEEDING WITH ANY TRANSFER OF THE PROPERTY.**

From: **CANDICE L. BANKS** ("Homebuyer")

To: City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, California 92656
Attention: City Manager and Community Development Director

Re: **35 Playa Circle, Bldg. G, Aliso Viejo, California, 92656** ("Property")

***Circle appropriate words:*** Homebuyer desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] the Property.

If City has a program to help locate a Low Income purchaser, does Homebuyer want City to help look for a Low Income purchaser to buy the Property?

Yes: ✓ No:_____

Date 6/11/09

Candice L Banks
Signature of Homebuyer

(949) 916-7858
daytime telephone number of Homebuyer

**EXHIBIT B-2 TO AFFORDABLE HOUSING RESALE RESTRICTION**

**NOTICE OF PROPOSED TRANSFER**

**NOTICE OF PROPOSED TRANSFER MUST BE DELIVERED TO THE CITY OF ALISO VIEJO PRIOR TO PROCEEDING WITH ANY TRANSFER OF THE PROPERTY.**

From: **CANDICE L. BANKS** ("Homebuyer")

To: City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, California 92656
Attention: City Manager and Community Development Director

Re: **35 Playa Circle, Bldg. G, Aliso Viejo, California, 92656** ("Property")

Homebuyer has previously delivered a Notice of Intent to Transfer to City on _____.

***Check the appropriate box:***

___ Thirty (30) days have passed since City's receipt of the Notice of Intent to Transfer and Homebuyer has received no response from City.

___ City has notified Homebuyer on _____ that it declines to purchase the Property.

***Circle appropriate words:*** Homebuyer desires to [sell, convey, transfer by inheritance or devise, lease, gift, otherwise transfer] the Property.

Proposed Transferee: _____

Income of Proposed Transferee:_____

Household Size of Proposed Transferee:_____

Proposed Transfer Price:_____

Date _____ _____
Signature of Homebuyer

(_____) _____
daytime telephone number of Homebuyer

## EXHIBIT C TO AFFORDABLE HOUSING RESALE RESTRICTION

## REQUEST FOR NOTICE UNDER CIVIL CODE SECTION 2924b

[See 1337308]

**Recording Requested by**
**and When Recorded Mail to:**

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, California 92656
Attention: City Manager

Space Above for Recorder's Use
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103 and Government Code Section 273830)

**Request for Notice Under Civil Code Section 2924b**

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded CONCURRENTLY HEREWITH, Official Records of Orange County, California, and describing land therein as

See Exhibit A attached hereto

executed by **Candice L. Banks, an unmarried woman**, as Trustor, in which **Shea Home Loans, Inc** is named as Beneficiary, and First American Title Insurance Company, as Trustee, be mailed to **CITY OF ALISO VIEJO**, a California municipal corporation, at 12 Journey, Suite 100, Aliso Viejo, California 92656, Attention: City Manager and Community Development Director.

**NOTICE:** A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

**CITY:**

**CITY OF ALISO VIEJO**, a California municipal corporation

By: _____
Its: **CITY MANAGER**

**ATTEST:**

_____
City Clerk

**EXHIBIT A TO REQUEST FOR NOTICE UNDER CIVIL CODE SECTION 2924b**

**LEGAL DESCRIPTION**

# LEGAL DESCRIPTION

A condominium comprised of:

**PARCEL NO. 1:**

Unit 52 (the ***"Unit"***) as shown and described in the Phase 2 Condominium Plan (together with any amendments thereto, collectively, the ***"Plan"***) for portions of Lot 3 of Tract No. 16969 which Tract is shown on the Subdivision Map (***"Map"***) filed in Book 888, at Pages 1 to 20, inclusive, of Miscellaneous Maps, in the Office of the Orange County Recorder, which Plan was recorded on October 5, 2007, as Instrument No. 2007000601291 in Official Records of Orange County (***"Official Records"***).

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest, assigns and others, easements for access, ingress, egress, encroachment, support, maintenance, drainage, repair and for other purposes, all as may be shown on the Map, and as described in the Master Declaration of Covenants, Conditions and Restrictions for Glenwood at Aliso Viejo, recorded on September 28, 2007, as Instrument No. 2007000587521and the Supplemental Declaration of Covenants, Conditions and Restrictions for Glenwood at Aliso Viejo (Harbor Station Phase 2), recorded on October 5, 2007 as Instrument No. 2007000601557 (collectively, the ***"Master Declaration"),*** and that certain Neighborhood Declaration of Covenants, Conditions and Restrictions for Harbor Station at Glenwood at Aliso Viejo recorded on September 28, 2007, as Instrument No. 2007000587522 and that certain Notice of Addition of Covenants, Conditions and Restrictions for Harbor Station at Glenwood at Aliso Viejo (Phase 2), recorded on October 5, 2007 as Instrument No. 2007000601558 , together with any amendment thereto, (collectively, the ***"Neighborhood Declaration"),*** and the Declaration of Covenants, Conditions and Restrictions for Aliso Viejo Community Association, recorded on April 6, 1982 as Instrument No. 82-118353; any supplements and amendments, (collectively ***"AVCA Declaration"),*** all in the Official Records.

ALSO RESERVING THEREFROM, the right to enter the Unit (i) to complete and repair any improvements or landscaping located thereon as determined necessary by Grantor, in its sole discretion, (ii) to comply with requirements for the recordation of the Map or the grading or construction of the Neighborhood, as defined in the Neighborhood Declaration, or (iii) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee before such entry. It this reservation of right of entry is not complied with the Grantee, Grantor may enforce this right of entry in a court of law. Grantee shall be responsible for all damages arising out of such failure to comply, including attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire eleven (11) years from the date of recordation of this Grant Deed.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, the right to place on, under or across the Unit, transmission lines and other facilities and equipment for a community antenna television system, telecommunications and fiber optics systems and alarm system cabling ***("Telecommunications System"),*** and thereafter to own and convey such Telecommunications System, and the right to enter upon the Unit to operate, maintain, repair, inspect, replace and remove the Telecommunications System; provided, however, that the exercise of such rights shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Unit.

**PARCEL NO. 2:**

An undivided one-fifteenth (1/15th) fee simple interest as a tenant-in-common in and to the Common Area described in the Plan.

**PARCEL NO. 3:**

# LEGAL DESCRIPTION
(continued)

Exclusive easements for the benefit of the Unit appurtenant to Parcel Nos. 1 and 2 described above, for patio, balcony, air conditioning compressor pads and internal and external telephone wiring purposes, as applicable, over those portions of the Neighborhood Property shown on the Plan or as described in the Neighborhood Declaration.

**PARCEL NO. 4:**

Nonexclusive easements for access, drainage, encroachment, maintenance, repair, and for other purposes, all as may be shown on the Map and as described and reserved for the benefit of Grantee in the Master Declaration, Neighborhood Declaration and the AVCA Declaration.

END OF LEGAL DESCRIPTION

STATE OF CALIFORNIA )
) ss.
COUNTY OF Orange )

On June 11, 2009 before me, Susan G. Ramos, Notary Public, personally appeared **MARK PULONE**, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose names(~~s~~) is/~~are~~ subscribed to the within instrument (*) and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal

Susan G. Ramos
SIGNATURE OF NOTARY PUBLIC

SUSAN A. RAMOS
Commission # 1813918
Notary Public - California
Orange County
My Comm. Expires Sep 19, 2012

(*) Request for Notice Under Civil Code Section 2924b for Unit 52, portion of Lot 3, Tract 16969 filed & recorded on Oct. 5, 2007 Inst. # 20070006012 91.

**EXHIBIT D TO AFFORDABLE HOUSING RESALE RESTRICTION**

**REIMBURSEMENT AGREEMENT**

[see 1337309]

## REIMBURSEMENT AGREEMENT

This **REIMBURSEMENT AGREEMENT**, dated as of **June 10, 2009** ("Reimbursement Agreement"), is entered into by and between the **CITY OF ALISO VIEJO**, a California municipal corporation ("City"), and **Candice L. Banks, an unmarried woman** ("Homebuyer").

### *RECITALS*

A. Homebuyer is purchasing a condominium located at **35 Playa Circle, Bldg. G, Aliso Viejo, California, 92656** ("Property").

B. City and Homebuyer have executed an Affordable Housing Resale Restriction ("Restriction") which requires as to each Homebuyer that for a forty-five (45) year period the Property be sold only to Low Income Households at an Affordable Housing Cost, which may result in purchase prices which are substantially less than the current fair market value of the Property; this 45-year Affordability Period shall be reset for each Homebuyer.

C. Homebuyer is obtaining a loan ("Loan" or "First Lien") from a private lender ("Lender") for a portion of the costs of acquisition of the Property. A description of the Loan is set forth in Exhibit A hereto, which is incorporated herein.

D. Pursuant to the Restriction, City has the right to acquire the Property in the event that it becomes subject to a foreclosure proceeding, and has the right to make payments to cure a default or delinquency on the Loan.

E. The right to make payments to cure a default or delinquency on the Loan will be of benefit to City by allowing City to prevent the foreclosure of the Property, which will prevent the early termination of the Restriction.

F. City's right to make payments to cure a default or delinquency on the Loan is also of benefit to Homebuyer, by allowing Homebuyer to retain ownership of the Property and to avoid foreclosure.

G. City desires to obtain the authority to make payments to cure a default or delinquency on the Loan, on the condition that Homebuyer agrees to reimburse City for any payments made to cure a default or delinquency on the Loan. In order to induce City to obtain the authority to make payments to cure a default or delinquency on the Loan, Homebuyer is willing to agree to reimburse City for any payments made to cure a Loan default or delinquency. Homebuyer understands and acknowledges that City would not make payments to cure a Loan default or delinquency but for Homebuyer's agreement to make such reimbursements to City, as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**1. Cure of Loan Default.** City hereby has the right, but not the obligation, to make payments to Lender to fully or partially cure any default or delinquency in payments of the Loan.

2. **Reimbursement Obligation of Homebuyer.** Homebuyer hereby agrees to reimburse City for any and all payments made by City to fully or partially cure any default or delinquency in payments of the Loan. Such payments shall be made within thirty (30) days after written demand is made therefor from City to Homebuyer. City may make such written demand to Homebuyer at any time after making such payments. If such written demand is made by personal delivery of such demand given to Homebuyer, or left at the Property, such demand shall be deemed given immediately upon such delivery. If such written demand is made by reliable overnight delivery service (such as FedEx), such demand shall be deemed given one business day after deposit of the written demand with the overnight delivery service. If such written demand is made by registered or certified U.S. Mail, such demand shall be deemed given three business days after deposit of the written demand with the U.S. Postal Service.

3. **Security for Reimbursement.** The obligation of Homebuyer to make the reimbursement payments to City required under Section 2 shall be secured by a deed of trust which shall encumber Homebuyer's fee title to the Property and leasehold interest in the Lot. Such deed of trust shall be in the form attached hereto as Exhibit B, which is hereby incorporated herein. Such deed of trust shall be junior and subordinate to the deed of trust which secures the Loan. Homebuyer consents to recordation of such deed of trust in the Official Records of Orange County, California.

4. **Notice of Default and Delinquency.** Homebuyer agrees to deliver to City a copy of any notice of default or delinquency in repayment of the Loan which Homebuyer receives from or on behalf of Lender. Such notices shall be delivered to City within five (5) days of Homebuyer's receipt of such notice from Lender.

5. **Waivers.**

**a.** Homebuyer expressly agrees that any payment due hereunder may be extended from time to time at City's sole and absolute discretion and that City may accept security in consideration for any such extension or release any security for this Reimbursement Agreement at its sole discretion all without in any way affecting the liability of Homebuyer.

**b.** No extension of time for payment of the amounts due pursuant to this Reimbursement Agreement made by agreement by City with any person now or hereafter liable for the payment of this Reimbursement Agreement shall operate to release, discharge, modify, change or affect the original liability of Homebuyer under this Reimbursement Agreement, either in whole or in part.

**c.** The obligations of Homebuyer under this Reimbursement Agreement shall be absolute and Homebuyer waives any and all rights to offset, deduct or withhold any payments or charges due under this Reimbursement Agreement for any reasons whatsoever.

**d.** Homebuyer waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights of interests in or to properties securing of this Reimbursement Agreement, and the benefit of any exemption under any homestead exemption laws, if applicable.

e. No previous waiver and no failure or delay by City in acting with respect to the terms of this Reimbursement Agreement shall constitute a waiver of any breach, default, or failure or condition under this Reimbursement Agreement. A waiver of any term of this Reimbursement Agreement must be made in writing and shall be limited to the express written terms of such waiver.

6. **Attorneys' Fees and Costs.** Homebuyer agrees that if any amounts due under this Reimbursement Agreement are not paid when due, Homebuyer shall pay, in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Reimbursement Agreement, whether or not suit is filed.

7. **Miscellaneous.**

a. **Term of Agreement.** This Reimbursement Agreement shall take effect upon the date set forth in the first paragraph hereof and shall terminate upon the final payment in full of the Loan.

b. **Successor is Deemed Included in All References to Predecessor.** Whenever in this Reimbursement Agreement either Homebuyer or City is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Reimbursement Agreement contained by or on behalf of Homebuyer or City shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

c. ***Amendment.*** *Homebuyer and City may alter, modify or cancel, or agree or consent to alter, modify or cancel this Reimbursement Agreement by a writing executed by both of them at any time.*

d. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received in the manner and to the addresses set forth in Section 23 of the Restriction.

e. **Further Assurances and Corrective Instruments.** Homebuyer and City agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required.

f. **Execution in Counterparts.** This Reimbursement Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

g. **Applicable Law.** This Reimbursement Agreement shall be governed by and construed in accordance with the laws of the State of California.

h. **Captions.** The captions or headings in this Reimbursement Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Reimbursement Agreement.

i. **Definitions.** Any terms used herein but not separately defined herein shall be defined as provided in the Restriction and the Agreement, as applicable.

**IN WITNESS WHEREOF**, Homebuyer and City have caused this Reimbursement Agreement to be executed by their duly authorized respective officers, all as of the date first above written.

**CITY:**

**CITY OF ALISO VIEJO,**
a California municipal corporation

By: _____
Its: **CITY MANAGER**

**ATTEST:**

_____
City Clerk

**HOMEBUYER:**

By: _____
Printed Name: **CANDICE L. BANKS**

**i. Definitions.** Any terms used herein but not separately defined herein shall be defined as provided in the Restriction and the Agreement, as applicable.

**IN WITNESS WHEREOF**, Homebuyer and City have caused this Reimbursement Agreement to be executed by their duly authorized respective officers, all as of the date first above written.

**CITY:**

**CITY OF ALISO VIEJO,**
a California municipal corporation

By: _____
Its: **CITY MANAGER**

**ATTEST:**

_____
City Clerk

**HOMEBUYER:**

By: Candice Banks
Printed Name: **CANDICE L. BANKS**

## EXHIBIT A TO REIMBURSEMENT AGREEMENT

Name of Homebuyer: **Candice L. Banks, an unmarried woman**

Address of Property: **35 Playa Circle, Bldg. G, Aliso Viejo, California, 92656**

Name of Lender: **Shea Home Loans, Inc**

Amount of Loan: **$157,660**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

CITY OF ALISO VIEJO
12 JOURNEY, SUITE 100
ALISO VIEJO, CA 92656
ATTN: CITY MANAGER

**EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383**

# DECLARATION OF RESTRICTIVE COVENANTS

**APN 934-537-42**
**City of Aliso Viejo, County of Orange**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this ___ day of _____, 20__ by the CITY OF ALISO VIEJO, a California municipal corporation (hereinafter "Declarant"), with reference to the following facts:

A. The City of Aliso Viejo ("City") purchased and now owns that certain property located at 35 Playa Circle, Aliso Viejo, CA 92656, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. There currently exists on title to the Property, for the benefit of the City, a restrictive covenant, titled "Affordable Housing Resale Restriction" and recorded in the Official Records of Orange County on June 12, 2009 as Document No. 2009000308728 (the "Resale Restriction"), which, among other things, restricts resale of the Property to certain income-eligible individuals and households.

C. Since the City is now the owner of the Property and a beneficiary of the Resale Restriction, many of the Resale Restriction terms are inapplicable, and the City desires to withdraw the Resale Restriction and replace it with this Declaration and the covenants contained herein.

D. The City intends to lease the Property to a non-profit organization, which will, in turn, sublease the Property to an individual or family that qualifies as extremely low or lower income households based on the area median income ("AMI").

NOW, THEREFORE, in consideration of the foregoing, Declarant hereby covenants and agrees as follows:

1. The Resale Restriction is hereby withdrawn and shall be of no further force or effect.

2. The Property shall, at all times, be occupied and used solely as a personal residence by a Qualified Household, who shall pay an Affordable Rent, as herein defined. "Qualified Household" shall mean an individual or family that qualifies as an extremely low or

lower income household based on the AMI, as defined in California Health and Safety Code Section 50053 and accompanying regulations of the California Department of Housing and Community Development ("HCD"), as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time. "Affordable Rent" shall mean the maximum rent for "lower income households" as defined in California Health and Safety Code Section 50053(b)(3) and accompanying regulations of HCD, as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time, with allowance for utilities, as such allowance may be established by the County of Orange.

IN WITNESS WHEREOF, this Declaration is executed this __ day of _____, 2021, at _____, California.

DECLARANT:

CITY OF ALISO VIEJO, a California municipal corporation

Date: _____

By: _____
City Manager

**EXHIBIT A**
Legal Description

A condominium comprised of:

PARCEL NO. 1:

Unit 52 (the *"Unit')* as shown and described in the Phase 2 Condominium Plan (together with any amendments thereto, collectively, the *"Plan')* for portions of Lot 3 of Tract No. 16969 which Tract is shown on the Subdivision Map *("Map')* filed in Book 888, at Pages I to 20, inclusive, of Miscellaneous Maps, in the Office of the Orange County Recorder, which Plan was recorded on October 5, 2007, *as* Instrument No. 2007000601291 and Amended on May 20, 2009 as Instrument No. 2009000253181, both of Official Records of Orange County *("Official Records").*

RESERVING THEREFROM, for the benefit of Grantor, its successors in interest, assigns and others, easements for access, ingress, egress, encroachment, support, maintenance, drainage, repair and for other purposes, all as may be shown on the Map, and as described in the Master Declaration of Covenants, Conditions and Restrictions for Glenwood at Aliso Viejo, recorded on September 28, 2007, as Instrument No. 2007000587521 and the Supplemental Declaration of Covenants, Conditions and Restrictions for Glenwood at Aliso Viejo (Harbor Station Phase 2), recorded on October 5, 2007 as Instrument No. 2007000601557 (collectively, the *"Master Declaration"),* and that certain Neighborhood Declaration of Covenants, Conditions and Restrictions for Harbor Station at Glenwood at Aliso Viejo recorded on September 28, 2007, as Instrument No. 2007000587522 and that certain Notice of Addition of Covenants, Conditions and Restrictions for Harbor Station at Glenwood at Aliso Viejo (Phase 2), recorded on October 5, 2007 as Instrument No. 2007000601558, together with any amendment thereto, (collectively, the *"Neighborhood Declaration"*, and the Declaration of Covenants, Conditions and Restrictions for Aliso Viejo Community Association, recorded on April 6, 1982 as Instrument No. 82-118353; any supplements and amendments, (collectively *"AVCA Declaration"),* all in the Official Records.

ALSO RESERVING THEREFROM, the right to enter the Unit (i) to complete and repair any improvements or landscaping located thereon as determined necessary by Grantor, in its sole discretion, (ii) to comply with requirements for the recordation of the Map or the grading or construction of the Neighborhood, as defined in the Neighborhood Declaration, or (iii) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee before such entry. It this reservation of right of entry is not complied with the Grantee, Grantor may enforce this right of entry in a court of law. Grantee shall be responsible for all damages arising out of such failure to comply, including attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire eleven (11) years from the date of recordation of this Grant Deed.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, the right to place on, under or across the Unit, transmission lines and other facilities and equipment for a community antenna television system, telecommunications and fiber optics systems and alarm system cabling *("Telecommunications System"),* and thereafter to own and convey such Telecommunications System, and the right to enter upon the Unit to operate,

maintain, repair, inspect, replace and remove the Telecommunications System; provided, however, that the exercise of such rights shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Unit.

PARCEL NO.2:

An undivided one-fifteenth (1/15th) fee simple interest as a tenant-in-common in and to the Common Area described in the Plan.

PARCEL NO.3:

Exclusive easements for the benefit of the Unit appurtenant to Parcel Nos. 1 and 2 described above, for patio, balcony, air conditioning compressor pads and internal and external telephone wiring purposes, as applicable, over those portions of the Neighborhood Property shown on the Plan or as described in the Neighborhood Declaration.

PARCEL NO. 4:

Nonexclusive easements for access, drainage, encroachment, maintenance, repair, and for other purposes, all as may be shown on the Map and as described and reserved for the benefit of Grantee in the Master Declaration, Neighborhood Declaration and the AVCA Declaration.

APN: 934-537-42

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )
COUNTY OF _____ )

On _____, 2021 before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:_____ (seal)

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: David A. Doyle, City Manager
Sea Shelton, Interim Director of Financial Services/City Treasurer

SUBJECT: PROPOSED ANNUAL BUDGET FOR FY 2021-22

---

**Recommended Actions:**

1. Adopt a Resolution adopting the Annual Budget for FY 2021-22;

2. Adopt a Resolution approving updated Salary Schedules, including cost-of-living adjustments and the addition of a new position; and

3. Adopt a Resolution setting the Proposition 4 (Gann) Appropriations Limit for Fiscal Year 2021-22 for the City of Aliso Viejo at $48,200,927, utilizing 28.76% of this limit in FY 2021-22.

**Fiscal Impact:**

The Annual Budget allocates City resources to accomplish the goals of the City Council and provide City services to its residents. A majority of City services are funded by the City's General Fund. In FY 2021-22 the City is reporting a balanced operating budget with General Fund revenues exceeding operating expenditures by $152,115.

General Fund reserves totaling $659,200 will be utilized for debt service payment on the Certificates of Participation (COP). The General Fund balance at the end of operations for FY 2021-22 is estimated to be $24.5 million and is 111.0% of the FY 2021-22 operating budget.

In addition to the General Fund, the City uses "Special Funds" to offset a portion of the City's expenditures. "Special Funds" are typically restricted funds that can only be used for specific purposes such as Traffic Congestion Relief Funds, Gas Tax, SB 1, Measure M funds, Air Quality AB 2766 funds (AQMD), Other Grants and Federal Grants. At the end of operations for FY 2021-22 the estimated fund balance for all City funds is $29.4 million.

**Background:**

In preparation for the adoption of this year's Annual Budget, Council reviewed the draft budget and comments received have been incorporated into the Proposed Budget as directed.

**Discussion:**

Proposed FY 2021-22 Budget.

A summary of changes from the FY 2021-22 Draft Budget presented on May 5, 2021 is as follows:

General Fund

| | | |
|---|---|---|
| • Banner Program | $ | (35,000) |
| • Landscape Contract | $ | (28,000) |
| • Full Time – IT Systems Administrator | $ | (40,555) |
| • Part Time Clerical Staff – Community Development/Finance | $ | (28,955) |
| • Management Training and Ergonomic Review | $ | (22,000) |
| • Animal Services Contract Adjustment | $ | 11,800 |
| • Law Enforcement Services Contract Adjustment | $ | 50,000 |
| Net Change to General Fund Balance | $ | (92,710) |

Cost-of-Living Adjustments.

On June 6, 2018, the Council approved a Classification and Compensation Plan establishing the concept of adjusting salary ranges on July 1st of each year based on the Annual Consumer Price Index, Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim ("CPI'). This Cost-of-Living Adjustment (COLA) percentage is determined by calculating the annual percentage change of the CPI from the previous calendar year. Due to the uncertainty of how the COVID-19 pandemic would affect City finances, the COLA adjustment that would have been effective July 1, 2020, was suspended during the FY 2020-2021 budget adoption process. At its May 6, 2021, City Council directed staff to restore the FY 2020-21 COLA adjustment of 3.2% retroactively to January 1, 2021. Staff is recommending that the COLA adjustment be applied to all salary ranges with the exception of the Recreation Leader and Senior Recreation Leader positions. City Council has already approved range adjustments to meet State of California minimum wage requirements for these two positions for FY 2020-21 and FY 2021-22 in January 2021. The estimated cost to apply the COLA for six months is estimated to be $52,400 and will be paid out of the FY 2020-21 budget.

The COLA adjustment for FY 2021-22 is calculated to be 1.7% and has been included in the proposed budget. The annual cost for this adjustment is estimated to be $55,700 for FY 2021-22. The attached resolution to update the salary schedules applies the 3.2% COLA to salary ranges effective January 1, 2021 and the 1.7% COLA effective July 1, 2021.

Contract Adjustments

Since the presentation of the draft budget, staff received final numbers for certain contracts. Both the Animal Services and Law Enforcement contracts had slight overall decreases in the amounts of $11,800 and $50,000, respectively. The Public Works Department recently completed a request for proposal process for landscaping services and new contract approved by City Council at its May 5, 2021, meeting. An increase in the amount of $28,000 was added to the landscaping budget to ensure adequate funding per the new contract.

New Positions

Two City positions are proposed to be added to meet the needs of the community. The first is a part-time, non-benefitted office assistant which will provide administrative support to both the Community Development and Financial Services Department. The addition of this part-time administrative support position will free up time of professional staff to focus on higher level work. The position will work approximately 20 hours per week with an estimated annual cost of $28,955. In addition, a new job classification is being proposed in the I.T. Department. A description of the new position is provided below.

Systems Administrator

Over the past five years, the City's information technology capabilities have expanded exponentially to increase organizational efficiencies, ensure greater cyber security, and better meet the needs of the residents. This growth continues with the opening of the Aliso Viejo Ranch and additional initiatives to increase effective delivery of City services such as the Enterprise Land Management System project. The City's I.T. Department currently consists of two full-time and one part-time position. In order to meet the increasing information technology requirements of the City, it is being proposed that the department's current part-time position be converted to a full-time Systems Administrator. This position will perform advanced level technical support functions including but not limited to systems maintenance, data center operations, disaster recovery, and server support. The position will also be able to take on work currently being completed by contract services which will offset some of the cost to add the position. It is being proposed that a cell phone allowance be provided to the Systems Administrator in the amount of $75 per month. The Systems Administrator serves as a backup to the I.T. Manager and may need to be contacted outside normal business hours. The fully burdened cost for the position is $123,000. Adjusted for part-time wages and contract cost savings, the total cost to convert the position to full-time for FY 2021-22 is $40,555.

Training Budget

Funding in the amount of $22,000 has been added to the Human Resources budget to allow for leadership and management training three to four times a year and as needed

ergonomic assessments of employee workstations. Currently departments include in their individual budgets funding for training and professional development in specific areas of expertise. Additional training is being proposed for the development and enhancement of managerial and leadership skills. This type of training will enhance managers skills and knowledge needed to make better business decisions which can contribute to the overall health of the organization. To be consistent with the visions, values, and strategies, managers need to receive information on how to strengthen their capability to meet organizational goals. Investment in this type of training also assists with overall employee morale and is important component of succession planning.

Ergonomic-related injuries and illnesses often strike in work environments not associated with large numbers of workplace injuries, like the office environment. An ergonomic assessment is an assessment of a worker at their workstation to ensure correct working postures and workstation set-up. These assessments can help mitigate future workplace injuries and illness and reduce workers' compensation costs.

FY 2021-2022 Appropriations Limit

Pursuant to Article XIIIB of the California Constitution, the City must compute an annual appropriations limit (known as the Gann Limit), which places a ceiling on the total amount of tax revenues the City can appropriate annually. The limit is adjusted each year using the following factors: 1) the percentage change in California Per Capita Income, or the change in the City's Assessed Valuation due to new non-residential construction, whichever is greater; and 2) the percentage change in the Citywide, or Countywide population, whichever is greater. As required by Government Code Section 7910, the City Council is being asked to formally adopt by resolution the Appropriations Limit for Fiscal Year 2021-22.

Section 7901 of the Government Code allows entities to use either the population increase within the City or the increase within the County. This year the estimated population change for the City's population was negative 1.07% and the County negative 0.84%. It is recommended that Council adopt the percentage change in the California per capita personal income and the percentage change in population change for the County for use in the adjustment of the (Gann) Appropriations Limit for Fiscal Year 2021-22. Staff has completed an analysis to confirm the City's limit is established at a level that supports the receipts of its tax proceeds and ensures compliance with Government Code requirements. For FY 2020-21, the City will be utilizing 28.76% of its appropriations limit and, therefore, Aliso Viejo is in compliance with Government Code requirements.

Conclusion

Staff continues its ongoing analysis of revenues and expenditures while following developments at the State and Federal level. Revenue enhancements, maintaining current service levels, ensuring the completion of capital improvement projects, and continuing to focus on economic development and recovery within the City is of the utmost priority. Additionally, Staff continues to explore revenue enhancement opportunities and

seek outside grants and other funding opportunities when possible, to uphold the City's vision of offering excellent amenities to residents and businesses.

The FY 2021-22 Proposed Budget was developed taking current economic conditions into consideration and includes growth in appropriations necessary to maintain and/or enhance current service levels and accommodate Council-approved programs and projects. With these conservative practices in place, a net positive cash flow of $152,115 to the General Fund balance is anticipated. The City has maintained its excellent fiscal standing using conservative budgeting practices and reserve policies. Continuing these practices will allow the City to retain its current AA+ rating, remain fiscally strong, and be able to continue current programs and projects while maintaining reserves above the minimum policy level.

**Attachments:**

1. FY 2020-21 Proposed Annual Budget
2. Proposed Budget Presentation
3. Proposed FY 2021-22 Budget Resolution
4. Salary Schedule Resolution
5. Proposition 4 (Gann) Appropriations Limit Calculation
6. Proposition 4 (Gann) Appropriations Limit Resolution

# CITY OF ALISO VIEJO
## GENERAL FUND RESOURCES AND APPROPRIATIONS
## FY 2021-22 PROPOSED BUDGET

| | FY 2020-21 Adopted Budget | FY 2020-21 Amended Budget | FY 2020-21 Mid-Year Budget | FY 2021-22 Proposed Budget |
|---|---|---|---|---|
| **RESOURCES** | | | | |
| Taxes | 16,150,275 | 16,150,275 | 15,870,775 | 16,510,075 |
| Licenses & Permits | 523,205 | 523,205 | 769,455 | 716,100 |
| Fines & Forfeitures | 320,000 | 320,000 | 295,000 | 280,000 |
| Rev-Use of Money & Property | 360,000 | 360,000 | 360,000 | 126,725 |
| Intergovernmental Revenue | 38,000 | 38,000 | 38,000 | 50,000 |
| Current Charges | 273,525 | 273,525 | 341,475 | 340,850 |
| Recreation Services | 437,670 | 437,670 | 260,800 | 806,030 |
| Rental Income | 192,750 | 192,750 | 192,750 | 185,410 |
| Other Revenue | 284,570 | 902,470 | 922,200 | 3,202,340 |
| **Total Estimated Resources** | 18,579,995 | 19,197,895 | 19,050,455 | 22,217,530 |
| **APPROPRIATIONS** | | | | |
| City Council | 188,325 | 188,325 | 184,835 | 196,065 |
| City Manager | 643,880 | 643,880 | 626,945 | 725,815 |
| Economic Development | 476,460 | 1,155,150 | 1,203,350 | 476,870 |
| Human Resources | 218,835 | 218,835 | 215,595 | 254,160 |
| City Clerk | 451,880 | 451,880 | 452,530 | 428,630 |
| City Attorney | 487,100 | 487,100 | 487,100 | 465,000 |
| Financial Services | 874,265 | 874,265 | 862,385 | 937,690 |
| Information Technology | 811,575 | 811,575 | 812,445 | 917,730 |
| Non-Departmental | 496,995 | 496,995 | 494,995 | 602,760 |
| C.Svcs. Administration | 683,250 | 649,750 | 618,755 | 686,795 |
| Iglesia Park | 161,970 | 161,970 | 166,320 | 193,000 |
| Iglesia Building | 48,435 | 48,435 | 50,435 | 52,000 |
| Iglesia Park Community Center | 157,500 | 157,500 | 157,500 | 157,500 |
| Planning | 1,018,255 | 1,018,255 | 1,091,525 | 1,066,310 |
| Building & Safety | 571,765 | 571,765 | 742,715 | 648,130 |
| Code Enforcement | 96,000 | 96,000 | 96,000 | 106,000 |
| P.W. Engineering | 1,413,800 | 1,413,800 | 1,400,010 | 1,372,480 |
| Traffic Engineering | - | - | - | - |
| Street Maintenance | 494,300 | 494,300 | 494,300 | 538,700 |
| Law Enforcement - Contract | 8,962,055 | 8,962,055 | 8,840,180 | 9,292,525 |
| Law Enforcement - Other | 330,050 | 330,050 | 327,050 | 282,050 |
| Crime Prevention | 51,815 | 51,815 | 50,815 | 36,075 |
| Animal Care Services | 358,830 | 358,830 | 358,830 | 376,240 |
| EOC | 34,740 | 50,440 | 50,440 | 34,900 |
| CIP Project Expenses | - | - | - | - |
| Transfer-Out Other Funds | 158,310 | 196,940 | 296,665 | 354,370 |
| City Hall | 176,205 | 180,715 | 201,175 | 232,260 |
| Recreation Services | 993,575 | 946,075 | 874,520 | 1,631,360 |
| **Total Estimated Appropriations** | 20,360,170 | 21,016,700 | 21,157,415 | 22,065,415 |
| **NET CHANGE IN FUND BALANCE** | (1,780,175) | (1,818,805) | (2,106,960) | 152,115 |
| Beginning Fund Balance | 32,970,759 | 32,970,759 | 32,970,759 | 24,973,929 |
| GF Reserves-Projected | (2,314,535) | (3,814,535) | (5,787,625) | (659,200) |
| GF Asset Replacement Reserves | (175,000) | (175,000) | (102,245) | - |
| **PROJECTED ENDING FUND BALANCE** | **28,701,049** | **27,162,419** | **24,973,929** | **24,466,844** |

# CITY OF ALISO VIEJO
## GOVERNMENT WIDE-RESOURCES AND APPROPRIATIONS
## FY 2021-22 PROPOSED BUDGET

| | | FY 2020-21 Adopted Budget | FY 2020-21 Amended Budget | FY 2020-21 Mid-Year Budget | FY 2021-22 Proposed Budget |
|---|---|---|---|---|---|
| **RESOURCES** | | | | | |
| 101 | General Fund | 18,579,995 | 19,197,895 | 19,050,455 | 22,217,530 |
| 202 | Traffic Congestion Relief | 59,000 | 59,000 | 59,000 | 1,125 |
| 203 | Gas Tax | 1,311,360 | 1,311,360 | 1,311,360 | 1,324,775 |
| 204 | Measure M | 670,595 | 670,595 | 670,595 | 721,160 |
| 205 | SB1-RMRA | 978,255 | 978,255 | 978,255 | 1,004,670 |
| 215 | Public Safety Grants | 177,000 | 177,000 | 177,000 | 176,620 |
| 221 | AQMD Air Quality | 80,000 | 80,000 | 137,365 | 73,240 |
| 225 | Integrated Waste Management | 13,130 | 13,130 | 13,130 | 12,925 |
| 231 | Other Grants | 160,750 | 160,750 | 310,750 | 210,405 |
| 241 | Technology Grant | 146,500 | 146,500 | 146,500 | 125,150 |
| 245 | Development Impact | - | - | - | - |
| 251 | Federal Grants | 485,305 | 1,232,555 | 1,388,960 | 3,338,820 |
| 260 | City Fac.-Conference Center | 1,843,000 | 1,843,000 | 919,395 | 1,875,150 |
| 261 | City Fac.-Aquatic Center | 967,310 | 967,310 | 930,280 | 1,023,110 |
| 280 | Improvement & Replacement Fund | - | - | - | - |
| | **Total Estimated Resources** | 25,472,200 | 26,837,350 | 26,093,045 | 32,104,680 |
| **APPROPRIATIONS** | | | | | |
| 101 | General Fund | 20,360,170 | 21,016,700 | 21,157,415 | 22,065,415 |
| 202 | Traffic Congestion Relief | 51,295 | 51,295 | 51,295 | 144,305 |
| 203 | Gas Tax | 1,163,200 | 1,163,200 | 1,183,200 | 1,131,800 |
| 204 | Measure M | 1,103,860 | 1,349,960 | 1,349,960 | 816,125 |
| 205 | SB1-RMRA | 1,020,000 | 1,266,100 | 1,266,100 | 1,225,000 |
| 215 | Public Safety Grants | 171,245 | 171,245 | 171,245 | 192,315 |
| 221 | AQMD Air Quality | 130,000 | 130,000 | 166,040 | 65,000 |
| 225 | Integrated Waste Management | 12,500 | 12,500 | 23,700 | 13,000 |
| 231 | Other Grants | - | 160,000 | 310,000 | 210,000 |
| 241 | Technology Grant | 169,750 | 169,750 | 169,750 | 75,180 |
| 245 | Development Impact | 1,860,000 | 1,860,000 | 1,642,100 | - |
| 251 | Federal Grants | 355,805 | 1,103,055 | 1,184,180 | 3,020,120 |
| 260 | City Fac.-Conference Center | 1,843,000 | 1,843,000 | 919,395 | 1,875,150 |
| 261 | City Fac.-Aquatic Center | 967,310 | 967,310 | 930,280 | 1,023,110 |
| 280 | Improvement & Replacement Fund | - | - | - | - |
| | **Total Estimated Appropriations** | 29,208,135 | 31,264,115 | 30,524,660 | 31,856,520 |
| **NET CHANGE IN FUND BALANCE** | | (3,735,935) | (4,426,765) | (4,431,615) | 248,160 |
| | Beginning Fund Balance | 44,425,751 | 44,425,751 | 44,425,751 | 29,832,116 |
| | Long Term Financing | (3,694,000) | (3,694,000) | (4,272,150) | - |
| | GF Reserves | (2,314,535) | (3,814,535) | (5,787,625) | (659,200) |
| | GF Asset Replacement Reserves | (175,000) | (175,000) | (102,245) | - |
| **PROJECTED ENDING FUND BALANCE** | | **34,506,281** | **32,315,451** | **29,832,116** | **29,421,076** |

| Reserve Levels | |
|---|---|
| Restricted Fund Balance | |
| Special Revenue Funds | 3,703,490 |
| Long Term Financing | 47,545 |
| Unrestricted Fund Balance | |
| Committed Fund Balance | 1,203,196 |
| Assigned Fund Balance | |
| Contingency Reserves | - |
| Self Insurance/Benefit Obligations | 600,000 |
| Asset Replacement Reserves | 8,500,000 |
| 800 MHZ upgrade & replacement | |
| Emergencies & Unanticipated traffic projects | 14,100,000 |
| Unassigned Fund Balance | 1,266,844 |
| Total Fund Balance | 29,421,076 |

# CITY OF ALISO VIEJO

## CAPITAL IMPROVEMENT PLAN

### FY 2021-22

| Proj. # | Project Description | Total Cost | General Fund | TCRF | M2 Fairshare | Meas. M Comp. | Gas Tax | SB1 | Federal Grants | State Grants/ Other | Technology Fund | Reimbursements From Other Govts | Beverage Container |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Traffic Management/Safety Projects (311-8201)** | | | | | | | | | | | | |
| 122 | OCTA Project - Los Alisos Bvld Signal Sync | 14,000 | - | 14,000 | - | - | - | - | - | - | - | | |
| 130 | OCTA Project - Aliso Creek Signal Sync | 171,000 | | 130,305 | 40,695 | | | | | | | | |
| | **Total** | 185,000 | - | 144,305 | 40,695 | - | - | - | - | - | - | - | - |

| Proj. # | Project Description | Total Cost | General Fund | TCRF | M2 Fairshare | Meas. M Comp. | Gas Tax | SB1 | Federal Grants | State Grants/ Other* | Technology Fund | Reimbursements From Other Govts | Beverage Container |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Street Improvement Projects (311-8301)** | | | | | | | | | | | | |
| 096 | Aliso Creek Rd Rehab (AVP to City Limit) | 125,000 | - | | - | - | 125,000 | - | - | - | - | | |
| 127 | Deerhurst/Foxborough/Wolverine | 1,225,000 | - | | - | - | | 1,225,000 | - | - | - | - | |
| 133 | Slurry Seal - 21-22 | 750,000 | | | 750,000 | - | | - | | | | - | |
| | **Total** | 2,100,000 | - | - | 750,000 | - | 125,000 | 1,225,000 | - | - | - | - | - |

| Proj. # | Project Description | Total Cost | General Fund | TCRF | M2 Fairshare | Meas. M Comp. | Gas Tax | SB1 | Federal Grants | State Grants/ Other | Technology Fund | Reimbursements From Other Govts | Beverage Container |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Capital Improvements (331-8701)** | | | | | | | | | | | | |
| 005 | Vista Park Improvements | 16,920 | - | | | | | | 16,920 | | | | |
| 012 | Iglesia Park Improvements | 29,000 | - | | | | | | 20,000 | | | | 9,000 |
| 043 | Iglesia Bldg Improvements | 20,000 | - | | | | | | 20,000 | | | | |
| 049 | AV Ranch IT Phase 2 | 115,630 | 115,630 | | | | | | | | | | |
| 057 | City Hall Improvements | 139,000 | 5,000 | - | - | - | - | - | 134,000 | - | - | - | - |
| 111 | AV Ctr Improvements | 20,000 | - | - | - | - | - | - | 20,000 | - | - | - | - |
| 118 | Aquatic Ctr Improvements | 33,000 | 13,000 | - | - | - | - | - | 20,000 | - | - | - | - |
| 131 | Permit Tracking (ELM) Software System | 128,630 | 38,630 | | | | | | | 90,000 | | | |
| | **Total** | 502,180 | 172,260 | - | - | - | - | - | 230,920 | 90,000 | - | - | 9,000 |

| Proj. # | Project Description | Total Cost | General Fund | TCRF | M2 Fairshare | Meas. M Comp. | Gas Tax | SB1 | Federal Grants | State Grants/ Other** | Technology Fund | Reimbursements From Other Govts | Beverage Container |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Stormwater Improvements (332-8601)** | | | | | | | | | | | | |
| 030 | Wood Canyon Wetland Project | 10,000 | 10,000 | | - | - | - | - | - | - | - | | |
| 091 | Dairy Fork Wetland Project | 20,000 | 20,000 | | - | - | - | - | - | - | - | | |
| | **Total** | 30,000 | 30,000 | - | - | - | - | - | - | - | - | - | - |
| | **GRAND TOTAL** | **2,817,180** | **202,260** | **144,305** | **790,695** | **-** | **125,000** | **1,225,000** | **230,920** | **90,000** | **-** | **-** | **9,000** |



City of Aliso Viejo, CA

# Budget Report

## Account Summary

For Fiscal: 2021-2022 Period Ending: 06/30/2022

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| **Fund: 101 - GENERAL FUND** | | | | | | | |
| **Revenue** | | | | | | | |
| 101-31010 | CURRENT - SECURED | 2,900,000.00 | 2,900,000.00 | 0.00 | 0.00 | -2,900,000.00 | 100.00 % |
| 101-31020 | CURRENT - UNSECURED | 84,000.00 | 84,000.00 | 0.00 | 0.00 | -84,000.00 | 100.00 % |
| 101-31030 | PRIOR YEAR TAXES | 20,000.00 | 20,000.00 | 0.00 | 0.00 | -20,000.00 | 100.00 % |
| 101-31040 | SUPPLEMENTAL ROLL | 40,000.00 | 40,000.00 | 0.00 | 0.00 | -40,000.00 | 100.00 % |
| 101-31050 | MISCELLANEOUS PROPERTY TAX | 5,000.00 | 5,000.00 | 0.00 | 0.00 | -5,000.00 | 100.00 % |
| 101-31070 | PROPERTY TAX IN LIEU | 5,621,900.00 | 5,621,900.00 | 0.00 | 0.00 | -5,621,900.00 | 100.00 % |
| 101-31075 | REAL PROPERTY TRANSFER TAX | 325,000.00 | 325,000.00 | 0.00 | 0.00 | -325,000.00 | 100.00 % |
| 101-31076 | HOMEOWNER PROP TAX RELIEF | 14,000.00 | 14,000.00 | 0.00 | 0.00 | -14,000.00 | 100.00 % |
| 101-31210 | GENERAL SALES TAX | 4,680,000.00 | 4,680,000.00 | 0.00 | 0.00 | -4,680,000.00 | 100.00 % |
| 101-31310 | FRANCHISE-ELECTRIC | 375,000.00 | 375,000.00 | 0.00 | 0.00 | -375,000.00 | 100.00 % |
| 101-31320 | FRANCHISE-GAS | 75,000.00 | 75,000.00 | 0.00 | 0.00 | -75,000.00 | 100.00 % |
| 101-31330 | FRANCHISE-CABLE TV | 620,000.00 | 620,000.00 | 0.00 | 0.00 | -620,000.00 | 100.00 % |
| 101-31340 | FRANCHISE-WASTE COLLECTION | 450,000.00 | 450,000.00 | 0.00 | 0.00 | -450,000.00 | 100.00 % |
| 101-31350 | FRANCHISE-OTHER | 60,000.00 | 60,000.00 | 0.00 | 0.00 | -60,000.00 | 100.00 % |
| 101-31520 | COUNTY FIRE TAX CREDIT | 175.00 | 175.00 | 0.00 | 0.00 | -175.00 | 100.00 % |
| 101-31530 | PUBLIC UTILITY TAX | 40,000.00 | 40,000.00 | 0.00 | 0.00 | -40,000.00 | 100.00 % |
| 101-31540 | TRANSIENT OCCUPANCY TAX | 1,200,000.00 | 1,200,000.00 | 0.00 | 0.00 | -1,200,000.00 | 100.00 % |
| 101-32010 | BUILDING PERMITS | 330,000.00 | 330,000.00 | 0.00 | 0.00 | -330,000.00 | 100.00 % |
| 101-32020 | ELECTRICAL PERMITS | 100,000.00 | 100,000.00 | 0.00 | 0.00 | -100,000.00 | 100.00 % |
| 101-32030 | PLUMBING PERMITS | 75,000.00 | 75,000.00 | 0.00 | 0.00 | -75,000.00 | 100.00 % |
| 101-32040 | MECHANICAL PERMITS | 100,000.00 | 100,000.00 | 0.00 | 0.00 | -100,000.00 | 100.00 % |
| 101-32055 | C & D PERMITS | 30,000.00 | 30,000.00 | 0.00 | 0.00 | -30,000.00 | 100.00 % |
| 101-32060 | AUP | 4,000.00 | 4,000.00 | 0.00 | 0.00 | -4,000.00 | 100.00 % |
| 101-32061 | TUP | 600.00 | 600.00 | 0.00 | 0.00 | -600.00 | 100.00 % |
| 101-32062 | EXCEPTION PERMIT | 1,000.00 | 1,000.00 | 0.00 | 0.00 | -1,000.00 | 100.00 % |
| 101-32063 | ZONING/HOA/REVIEW | 1,500.00 | 1,500.00 | 0.00 | 0.00 | -1,500.00 | 100.00 % |
| 101-32070 | SIGNAGE | 3,000.00 | 3,000.00 | 0.00 | 0.00 | -3,000.00 | 100.00 % |
| 101-32085 | USE PERMIT | 16,000.00 | 16,000.00 | 0.00 | 0.00 | -16,000.00 | 100.00 % |
| 101-32090 | ISSUANCE FEE | 45,000.00 | 45,000.00 | 0.00 | 0.00 | -45,000.00 | 100.00 % |
| 101-32095 | WATER QUALITY | 10,000.00 | 10,000.00 | 0.00 | 0.00 | -10,000.00 | 100.00 % |
| 101-33010 | VEHICLE CODE FINES | 100,000.00 | 100,000.00 | 0.00 | 0.00 | -100,000.00 | 100.00 % |
| 101-33160 | PARKING CITATIONS | 180,000.00 | 180,000.00 | 0.00 | 0.00 | -180,000.00 | 100.00 % |
| 101-34010 | INVESTMENT EARNINGS | 126,725.00 | 126,725.00 | 0.00 | 0.00 | -126,725.00 | 100.00 % |
| 101-35010 | MOTOR VEHICLE LICENSE FEE | 35,000.00 | 35,000.00 | 0.00 | 0.00 | -35,000.00 | 100.00 % |
| 101-35220 | STATE MANDATED REIMBURSEMENT | 15,000.00 | 15,000.00 | 0.00 | 0.00 | -15,000.00 | 100.00 % |
| 101-36010 | SALES OF PUBLICATIONS | 50.00 | 50.00 | 0.00 | 0.00 | -50.00 | 100.00 % |
| 101-36270 | ENGINEERING FEES | 12,000.00 | 12,000.00 | 0.00 | 0.00 | -12,000.00 | 100.00 % |
| 101-36280 | TRANSPORTATION PERMIT | 3,000.00 | 3,000.00 | 0.00 | 0.00 | -3,000.00 | 100.00 % |
| 101-36290 | ENCROACHMENT PERMITS | 4,500.00 | 4,500.00 | 0.00 | 0.00 | -4,500.00 | 100.00 % |
| 101-36295 | WQMP | 19,000.00 | 19,000.00 | 0.00 | 0.00 | -19,000.00 | 100.00 % |
| 101-36310 | PLANNING FEES | 7,500.00 | 7,500.00 | 0.00 | 0.00 | -7,500.00 | 100.00 % |
| 101-36320 | ENVIRONMENTAL FEES/CEQA | 1,000.00 | 1,000.00 | 0.00 | 0.00 | -1,000.00 | 100.00 % |
| 101-36350 | GENERAL PLAN | 30,000.00 | 30,000.00 | 0.00 | 0.00 | -30,000.00 | 100.00 % |
| 101-36355 | HOUSING ADMINISTRATION | 3,700.00 | 3,700.00 | 0.00 | 0.00 | -3,700.00 | 100.00 % |
| 101-36360 | SPECIAL EVENTS FEES | 1,500.00 | 1,500.00 | 0.00 | 0.00 | -1,500.00 | 100.00 % |
| 101-36390 | PUBLIC NOTIFICATION FEE | 500.00 | 500.00 | 0.00 | 0.00 | -500.00 | 100.00 % |
| 101-36410 | BUILDING PLAN CHECK FEES | 225,000.00 | 225,000.00 | 0.00 | 0.00 | -225,000.00 | 100.00 % |
| 101-36420 | SMIP | 750.00 | 750.00 | 0.00 | 0.00 | -750.00 | 100.00 % |
| 101-36425 | CASP CERT/TRNG | 2,000.00 | 2,000.00 | 0.00 | 0.00 | -2,000.00 | 100.00 % |
| 101-36430 | BUILDING STANDARD FEE (CBSC) | 350.00 | 350.00 | 0.00 | 0.00 | -350.00 | 100.00 % |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| 101-36440 | SCANNING | 20,000.00 | 20,000.00 | 0.00 | 0.00 | -20,000.00 | 100.00 % |
| 101-36450 | CODE ENFORCEMENT CITATIONS | 10,000.00 | 10,000.00 | 0.00 | 0.00 | -10,000.00 | 100.00 % |
| 101-37505 | INFORMATION TECHNOLOGY FEE | 40,000.00 | 40,000.00 | 0.00 | 0.00 | -40,000.00 | 100.00 % |
| 101-37530 | MISCELLANEOUS REVENUE | 35,000.00 | 35,000.00 | 0.00 | 0.00 | -35,000.00 | 100.00 % |
| 101-37540 | ADMINISTRATIVE REVENUE | 24,840.00 | 24,840.00 | 0.00 | 0.00 | -24,840.00 | 100.00 % |
| 101-37560 | RETURNED CHECK CHARGES | 200.00 | 200.00 | 0.00 | 0.00 | -200.00 | 100.00 % |
| 101-39999 | INTERFUND TRANSFERS | 3,102,300.00 | 3,102,300.00 | 0.00 | 0.00 | -3,102,300.00 | 100.00 % |
| | **Revenue Total:** | **21,226,090.00** | **21,226,090.00** | **0.00** | **0.00** | **-21,226,090.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 1101 - CITY COUNCIL** | | | | | | | |
| 101-4-1101-4103-000 | CITY COUNCIL COMPENSATION | 31,200.00 | 31,200.00 | 0.00 | 0.00 | 31,200.00 | 100.00 % |
| 101-4-1101-4201-000 | RETIREMENT | 5,180.00 | 5,180.00 | 0.00 | 0.00 | 5,180.00 | 100.00 % |
| 101-4-1101-4202-000 | FICA/MEDICARE | 2,265.00 | 2,265.00 | 0.00 | 0.00 | 2,265.00 | 100.00 % |
| 101-4-1101-4203-000 | STATE UNEMPMNT INS/CLAIMS | 690.00 | 690.00 | 0.00 | 0.00 | 690.00 | 100.00 % |
| 101-4-1101-4206-000 | MEDICAL INSURANCE | 71,420.00 | 71,420.00 | 0.00 | 0.00 | 71,420.00 | 100.00 % |
| 101-4-1101-4207-000 | DENTAL INSURANCE | 4,580.00 | 4,580.00 | 0.00 | 0.00 | 4,580.00 | 100.00 % |
| 101-4-1101-4208-000 | VISION INSURANCE | 980.00 | 980.00 | 0.00 | 0.00 | 980.00 | 100.00 % |
| 101-4-1101-4224-000 | DEFERRED COMPENSATION | 47,950.00 | 47,950.00 | 0.00 | 0.00 | 47,950.00 | 100.00 % |
| 101-4-1101-4501-000 | ADVERTISING & PROMOTIONS | 700.00 | 700.00 | 0.00 | 0.00 | 700.00 | 100.00 % |
| 101-4-1101-4502-000 | AWARDS & RECOGNITION | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 100.00 % |
| 101-4-1101-4511-000 | COMMUNICATION | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 100.00 % |
| 101-4-1101-4514-000 | COUNCIL EVENTS | 1,100.00 | 1,100.00 | 0.00 | 0.00 | 1,100.00 | 100.00 % |
| 101-4-1101-4520-000 | MTGS/CONF./TRNG & DEV. | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 100.00 % |
| 101-4-1101-4521-000 | MEMBERSHIP & DUES | 100.00 | 100.00 | 0.00 | 0.00 | 100.00 | 100.00 % |
| 101-4-1101-4601-000 | SUPPLIES | 1,400.00 | 1,400.00 | 0.00 | 0.00 | 1,400.00 | 100.00 % |
| | **Department: 1101 - CITY COUNCIL Total:** | **196,065.00** | **196,065.00** | **0.00** | **0.00** | **196,065.00** | **100.00%** |
| **Department: 1501 - CITY MANAGER** | | | | | | | |
| 101-4-1501-4101-000 | REGULAR EMPLOYEES | 511,095.00 | 511,095.00 | 0.00 | 0.00 | 511,095.00 | 100.00 % |
| 101-4-1501-4104-000 | OVERTIME PAY | 8,255.00 | 8,255.00 | 0.00 | 0.00 | 8,255.00 | 100.00 % |
| 101-4-1501-4201-000 | RETIREMENT | 80,095.00 | 80,095.00 | 0.00 | 0.00 | 80,095.00 | 100.00 % |
| 101-4-1501-4202-000 | FICA/MEDICARE | 7,920.00 | 7,920.00 | 0.00 | 0.00 | 7,920.00 | 100.00 % |
| 101-4-1501-4203-000 | STATE UNEMPMNT INS/CLAIMS | 530.00 | 530.00 | 0.00 | 0.00 | 530.00 | 100.00 % |
| 101-4-1501-4206-000 | MEDICAL INSURANCE | 36,735.00 | 36,735.00 | 0.00 | 0.00 | 36,735.00 | 100.00 % |
| 101-4-1501-4207-000 | DENTAL INSURANCE | 3,265.00 | 3,265.00 | 0.00 | 0.00 | 3,265.00 | 100.00 % |
| 101-4-1501-4208-000 | VISION INSURANCE | 485.00 | 485.00 | 0.00 | 0.00 | 485.00 | 100.00 % |
| 101-4-1501-4209-000 | LIFE INSURANCE | 2,040.00 | 2,040.00 | 0.00 | 0.00 | 2,040.00 | 100.00 % |
| 101-4-1501-4224-000 | DEFERRED COMPENSATION | 42,900.00 | 42,900.00 | 0.00 | 0.00 | 42,900.00 | 100.00 % |
| 101-4-1501-4225-000 | VEHICLE/CELL | 13,200.00 | 13,200.00 | 0.00 | 0.00 | 13,200.00 | 100.00 % |
| 101-4-1501-4511-000 | COMMUNICATION | 900.00 | 900.00 | 0.00 | 0.00 | 900.00 | 100.00 % |
| 101-4-1501-4520-000 | MTGS/CONF./TRNG & DEV. | 12,215.00 | 12,215.00 | 0.00 | 0.00 | 12,215.00 | 100.00 % |
| 101-4-1501-4521-000 | MEMBERSHIP & DUES | 3,580.00 | 3,580.00 | 0.00 | 0.00 | 3,580.00 | 100.00 % |
| 101-4-1501-4601-000 | SUPPLIES | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 100.00 % |
| 101-4-1501-4611-000 | PUBLICATIONS/REF MATERIAL | 1,100.00 | 1,100.00 | 0.00 | 0.00 | 1,100.00 | 100.00 % |
| | **Department: 1501 - CITY MANAGER Total:** | **725,815.00** | **725,815.00** | **0.00** | **0.00** | **725,815.00** | **100.00%** |
| **Department: 1502 - ECONOMIC DEVELOPMENT** | | | | | | | |
| 101-4-1502-4302-000 | ECONOMIC DEVELOPMENT MKTING/... | 49,570.00 | 49,570.00 | 0.00 | 0.00 | 49,570.00 | 100.00 % |
| 101-4-1502-4520-000 | MTGS/CONF./TRNG & DEV. | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 100.00 % |
| 101-4-1502-4521-000 | MEMBERSHIP & DUES | 24,800.00 | 24,800.00 | 0.00 | 0.00 | 24,800.00 | 100.00 % |
| 101-4-1502-4781-000 | C.S-OTHER | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 100.00 % |
| | **Department: 1502 - ECONOMIC DEVELOPMENT Total:** | **476,870.00** | **476,870.00** | **0.00** | **0.00** | **476,870.00** | **100.00%** |
| **Department: 1503 - HUMAN RESOURCES** | | | | | | | |
| 101-4-1503-4101-000 | REGULAR EMPLOYEES | 153,835.00 | 153,835.00 | 0.00 | 0.00 | 153,835.00 | 100.00 % |
| 101-4-1503-4201-000 | RETIREMENT | 33,105.00 | 33,105.00 | 0.00 | 0.00 | 33,105.00 | 100.00 % |
| 101-4-1503-4202-000 | FICA/MEDICARE | 2,515.00 | 2,515.00 | 0.00 | 0.00 | 2,515.00 | 100.00 % |
| 101-4-1503-4203-000 | STATE UNEMPMNT INS/CLAIMS | 180.00 | 180.00 | 0.00 | 0.00 | 180.00 | 100.00 % |
| 101-4-1503-4206-000 | MEDICAL INSURANCE | 8,180.00 | 8,180.00 | 0.00 | 0.00 | 8,180.00 | 100.00 % |
| 101-4-1503-4207-000 | DENTAL INSURANCE | 415.00 | 415.00 | 0.00 | 0.00 | 415.00 | 100.00 % |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| 101-4-1503-4208-000 | VISION INSURANCE | 225.00 | 225.00 | 0.00 | 0.00 | 225.00 | 100.00 % |
| 101-4-1503-4209-000 | LIFE INSURANCE | 795.00 | 795.00 | 0.00 | 0.00 | 795.00 | 100.00 % |
| 101-4-1503-4224-000 | DEFERRED COMPENSATION | 16,160.00 | 16,160.00 | 0.00 | 0.00 | 16,160.00 | 100.00 % |
| 101-4-1503-4225-000 | VEHICLE/CELL | 900.00 | 900.00 | 0.00 | 0.00 | 900.00 | 100.00 % |
| 101-4-1503-4309-000 | OTHER CONTRACTUAL SERVICES | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 100.00 % |
| 101-4-1503-4520-000 | MTGS/CONF./TRNG & DEV. | 28,500.00 | 28,500.00 | 0.00 | 0.00 | 28,500.00 | 100.00 % |
| 101-4-1503-4521-000 | MEMBERSHIP & DUES | 1,050.00 | 1,050.00 | 0.00 | 0.00 | 1,050.00 | 100.00 % |
| 101-4-1503-4601-000 | SUPPLIES | 800.00 | 800.00 | 0.00 | 0.00 | 800.00 | 100.00 % |
| 101-4-1503-4612-000 | OPERATING SUPPLIES | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 100.00 % |
| | **Department: 1503 - HUMAN RESOURCES Total:** | **254,160.00** | **254,160.00** | **0.00** | **0.00** | **254,160.00** | **100.00%** |
| **Department: 1601 - CITY CLERK** | | | | | | | |
| 101-4-1601-4101-000 | REGULAR EMPLOYEES | 229,220.00 | 229,220.00 | 0.00 | 0.00 | 229,220.00 | 100.00 % |
| 101-4-1601-4102-000 | PART TIME WAGES | 27,980.00 | 27,980.00 | 0.00 | 0.00 | 27,980.00 | 100.00 % |
| 101-4-1601-4104-000 | OVERTIME PAY | 1,890.00 | 1,890.00 | 0.00 | 0.00 | 1,890.00 | 100.00 % |
| 101-4-1601-4201-000 | RETIREMENT | 51,445.00 | 51,445.00 | 0.00 | 0.00 | 51,445.00 | 100.00 % |
| 101-4-1601-4202-000 | FICA/MEDICARE | 4,320.00 | 4,320.00 | 0.00 | 0.00 | 4,320.00 | 100.00 % |
| 101-4-1601-4203-000 | STATE UNEMPMNT INS/CLAIMS | 700.00 | 700.00 | 0.00 | 0.00 | 700.00 | 100.00 % |
| 101-4-1601-4206-000 | MEDICAL INSURANCE | 29,225.00 | 29,225.00 | 0.00 | 0.00 | 29,225.00 | 100.00 % |
| 101-4-1601-4207-000 | DENTAL INSURANCE | 3,360.00 | 3,360.00 | 0.00 | 0.00 | 3,360.00 | 100.00 % |
| 101-4-1601-4208-000 | VISION INSURANCE | 475.00 | 475.00 | 0.00 | 0.00 | 475.00 | 100.00 % |
| 101-4-1601-4209-000 | LIFE INSURANCE | 1,270.00 | 1,270.00 | 0.00 | 0.00 | 1,270.00 | 100.00 % |
| 101-4-1601-4224-000 | DEFERRED COMPENSATION | 16,890.00 | 16,890.00 | 0.00 | 0.00 | 16,890.00 | 100.00 % |
| 101-4-1601-4225-000 | VEHICLE/CELL | 900.00 | 900.00 | 0.00 | 0.00 | 900.00 | 100.00 % |
| 101-4-1601-4303-000 | LEGAL NOTICES | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00 % |
| 101-4-1601-4305-000 | TECHNOLOGY SERVICES | 32,040.00 | 32,040.00 | 0.00 | 0.00 | 32,040.00 | 100.00 % |
| 101-4-1601-4309-000 | OTHER CONTRACTUAL SERVICES | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 100.00 % |
| 101-4-1601-4502-000 | AWARDS & RECOGNITION | 700.00 | 700.00 | 0.00 | 0.00 | 700.00 | 100.00 % |
| 101-4-1601-4520-000 | MTGS/CONF./TRNG & DEV. | 9,000.00 | 9,000.00 | 0.00 | 0.00 | 9,000.00 | 100.00 % |
| 101-4-1601-4521-000 | MEMBERSHIP & DUES | 1,215.00 | 1,215.00 | 0.00 | 0.00 | 1,215.00 | 100.00 % |
| 101-4-1601-4525-000 | ELECTION | 200.00 | 200.00 | 0.00 | 0.00 | 200.00 | 100.00 % |
| 101-4-1601-4601-000 | SUPPLIES | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 100.00 % |
| 101-4-1601-4611-000 | PUBLICATIONS/REF MATERIAL | 300.00 | 300.00 | 0.00 | 0.00 | 300.00 | 100.00 % |
| 101-4-1601-4734-000 | CODIFICATION | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 100.00 % |
| | **Department: 1601 - CITY CLERK Total:** | **428,630.00** | **428,630.00** | **0.00** | **0.00** | **428,630.00** | **100.00%** |
| **Department: 2101 - CITY ATTORNEY** | | | | | | | |
| 101-4-2101-4304-000 | LEGAL SERVICES | 306,000.00 | 306,000.00 | 0.00 | 0.00 | 306,000.00 | 100.00 % |
| 101-4-2101-4532-000 | SPECIAL PROJECTS | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 100.00 % |
| 101-4-2101-4701-000 | NPDES | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| 101-4-2101-4731-000 | GENERAL PLAN | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 100.00 % |
| 101-4-2101-4733-000 | ZONING CODE | 7,500.00 | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 100.00 % |
| 101-4-2101-4734-000 | CODIFICATION | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 100.00 % |
| 101-4-2101-4735-000 | LITIGATION | 75,000.00 | 75,000.00 | 0.00 | 0.00 | 75,000.00 | 100.00 % |
| | **Department: 2101 - CITY ATTORNEY Total:** | **465,000.00** | **465,000.00** | **0.00** | **0.00** | **465,000.00** | **100.00%** |
| **Department: 2501 - FINANCE** | | | | | | | |
| 101-4-2501-4101-000 | REGULAR EMPLOYEES | 494,955.00 | 494,955.00 | 0.00 | 0.00 | 494,955.00 | 100.00 % |
| 101-4-2501-4102-000 | PART TIME WAGES | 26,960.00 | 26,960.00 | 0.00 | 0.00 | 26,960.00 | 100.00 % |
| 101-4-2501-4104-000 | OVERTIME PAY | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| 101-4-2501-4201-000 | RETIREMENT | 86,055.00 | 86,055.00 | 0.00 | 0.00 | 86,055.00 | 100.00 % |
| 101-4-2501-4202-000 | FICA/MEDICARE | 8,740.00 | 8,740.00 | 0.00 | 0.00 | 8,740.00 | 100.00 % |
| 101-4-2501-4203-000 | STATE UNEMPMNT INS/CLAIMS | 880.00 | 880.00 | 0.00 | 0.00 | 880.00 | 100.00 % |
| 101-4-2501-4206-000 | MEDICAL INSURANCE | 8,120.00 | 8,120.00 | 0.00 | 0.00 | 8,120.00 | 100.00 % |
| 101-4-2501-4207-000 | DENTAL INSURANCE | 1,420.00 | 1,420.00 | 0.00 | 0.00 | 1,420.00 | 100.00 % |
| 101-4-2501-4208-000 | VISION INSURANCE | 350.00 | 350.00 | 0.00 | 0.00 | 350.00 | 100.00 % |
| 101-4-2501-4209-000 | LIFE INSURANCE | 3,015.00 | 3,015.00 | 0.00 | 0.00 | 3,015.00 | 100.00 % |
| 101-4-2501-4224-000 | DEFERRED COMPENSATION | 90,000.00 | 90,000.00 | 0.00 | 0.00 | 90,000.00 | 100.00 % |
| 101-4-2501-4225-000 | VEHICLE/CELL | 900.00 | 900.00 | 0.00 | 0.00 | 900.00 | 100.00 % |
| 101-4-2501-4301-000 | PROFESSIONAL SERVICES | 150,260.00 | 150,260.00 | 0.00 | 0.00 | 150,260.00 | 100.00 % |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| 101-4-2501-4305-000 | TECHNOLOGY SERVICES | 26,510.00 | 26,510.00 | 0.00 | 0.00 | 26,510.00 | 100.00 % |
| 101-4-2501-4309-000 | OTHER CONTRACTUAL SERVICES | 22,050.00 | 22,050.00 | 0.00 | 0.00 | 22,050.00 | 100.00 % |
| 101-4-2501-4512-000 | POSTAGE | 250.00 | 250.00 | 0.00 | 0.00 | 250.00 | 100.00 % |
| 101-4-2501-4513-000 | PRINTING | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 100.00 % |
| 101-4-2501-4520-000 | MTGS/CONF./TRNG & DEV. | 6,960.00 | 6,960.00 | 0.00 | 0.00 | 6,960.00 | 100.00 % |
| 101-4-2501-4521-000 | MEMBERSHIP & DUES | 1,370.00 | 1,370.00 | 0.00 | 0.00 | 1,370.00 | 100.00 % |
| 101-4-2501-4601-000 | SUPPLIES | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 100.00 % |
| 101-4-2501-4611-000 | PUBLICATIONS/REF MATERIAL | 895.00 | 895.00 | 0.00 | 0.00 | 895.00 | 100.00 % |
| 101-4-2501-4620-000 | MINOR EQUIPMENT | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 100.00 % |
| | **Department: 2501 - FINANCE Total:** | **937,690.00** | **937,690.00** | **0.00** | **0.00** | **937,690.00** | **100.00%** |
| **Department: 3101 - INFORMATION TECHNOLOGY** | | | | | | | |
| 101-4-3101-4101-000 | REGULAR EMPLOYEES | 310,055.00 | 310,055.00 | 0.00 | 0.00 | 310,055.00 | 100.00 % |
| 101-4-3101-4201-000 | RETIREMENT | 41,345.00 | 41,345.00 | 0.00 | 0.00 | 41,345.00 | 100.00 % |
| 101-4-3101-4202-000 | FICA/MEDICARE | 5,425.00 | 5,425.00 | 0.00 | 0.00 | 5,425.00 | 100.00 % |
| 101-4-3101-4203-000 | STATE UNEMPMNT INS/CLAIMS | 530.00 | 530.00 | 0.00 | 0.00 | 530.00 | 100.00 % |
| 101-4-3101-4206-000 | MEDICAL INSURANCE | 44,165.00 | 44,165.00 | 0.00 | 0.00 | 44,165.00 | 100.00 % |
| 101-4-3101-4207-000 | DENTAL INSURANCE | 5,060.00 | 5,060.00 | 0.00 | 0.00 | 5,060.00 | 100.00 % |
| 101-4-3101-4208-000 | VISION INSURANCE | 720.00 | 720.00 | 0.00 | 0.00 | 720.00 | 100.00 % |
| 101-4-3101-4209-000 | LIFE INSURANCE | 2,105.00 | 2,105.00 | 0.00 | 0.00 | 2,105.00 | 100.00 % |
| 101-4-3101-4224-000 | DEFERRED COMPENSATION | 24,970.00 | 24,970.00 | 0.00 | 0.00 | 24,970.00 | 100.00 % |
| 101-4-3101-4225-000 | VEHICLE/CELL | 2,700.00 | 2,700.00 | 0.00 | 0.00 | 2,700.00 | 100.00 % |
| 101-4-3101-4301-000 | PROFESSIONAL SERVICES | 105,000.00 | 105,000.00 | 0.00 | 0.00 | 105,000.00 | 100.00 % |
| 101-4-3101-4305-000 | TECHNOLOGY SERVICES | 119,870.00 | 119,870.00 | 0.00 | 0.00 | 119,870.00 | 100.00 % |
| 101-4-3101-4481-000 | COMPUTER EXPENSE | 240,475.00 | 240,475.00 | 0.00 | 0.00 | 240,475.00 | 100.00 % |
| 101-4-3101-4520-000 | MTGS/CONF./TRNG & DEV | 9,500.00 | 9,500.00 | 0.00 | 0.00 | 9,500.00 | 100.00 % |
| 101-4-3101-4521-000 | MEMBERSHIP AND DUES | 1,060.00 | 1,060.00 | 0.00 | 0.00 | 1,060.00 | 100.00 % |
| 101-4-3101-4601-000 | SUPPLIES | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 100.00 % |
| 101-4-3101-4611-000 | PUBLICATIONS/REF MATERIAL | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 100.00 % |
| 101-4-3101-4612-000 | OPERATING SUPPLIES | 250.00 | 250.00 | 0.00 | 0.00 | 250.00 | 100.00 % |
| 101-4-3101-4620-000 | MINOR EQUIPMENT | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 100.00 % |
| | **Department: 3101 - INFORMATION TECHNOLOGY Total:** | **917,730.00** | **917,730.00** | **0.00** | **0.00** | **917,730.00** | **100.00%** |
| **Department: 3501 - NON-DEPARTMENTAL** | | | | | | | |
| 101-4-3501-4301-000 | PROFESSIONAL SERVICES | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 100.00 % |
| 101-4-3501-4306-000 | WEBSITE SERVICES | 11,140.00 | 11,140.00 | 0.00 | 0.00 | 11,140.00 | 100.00 % |
| 101-4-3501-4421-000 | EQUIPMENT RENTAL | 16,760.00 | 16,760.00 | 0.00 | 0.00 | 16,760.00 | 100.00 % |
| 101-4-3501-4431-000 | BUILDING & GROUND MAINTENANCE | 55,300.00 | 55,300.00 | 0.00 | 0.00 | 55,300.00 | 100.00 % |
| 101-4-3501-4471-000 | RENT | 14,800.00 | 14,800.00 | 0.00 | 0.00 | 14,800.00 | 100.00 % |
| 101-4-3501-4512-000 | POSTAGE | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| 101-4-3501-4513-000 | PRINTING | 12,120.00 | 12,120.00 | 0.00 | 0.00 | 12,120.00 | 100.00 % |
| 101-4-3501-4516-000 | FUEL | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| 101-4-3501-4517-000 | VEHICLE MAINTENANCE | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 100.00 % |
| 101-4-3501-4521-000 | MEMBERSHIP & DUES | 60,870.00 | 60,870.00 | 0.00 | 0.00 | 60,870.00 | 100.00 % |
| 101-4-3501-4522-000 | INSURANCE EXPENSES | 293,500.00 | 293,500.00 | 0.00 | 0.00 | 293,500.00 | 100.00 % |
| 101-4-3501-4553-000 | COMMUNITY BRANDING | 55,690.00 | 55,690.00 | 0.00 | 0.00 | 55,690.00 | 100.00 % |
| 101-4-3501-4601-000 | SUPPLIES | 16,800.00 | 16,800.00 | 0.00 | 0.00 | 16,800.00 | 100.00 % |
| 101-4-3501-4612-000 | OPERATING SUPPLIES | 17,780.00 | 17,780.00 | 0.00 | 0.00 | 17,780.00 | 100.00 % |
| 101-4-3501-4620-000 | MINOR EQUIPMENT | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| | **Department: 3501 - NON-DEPARTMENTAL Total:** | **602,760.00** | **602,760.00** | **0.00** | **0.00** | **602,760.00** | **100.00%** |
| **Department: 4101 - C. S. ADMINISTRATION** | | | | | | | |
| 101-4-4101-4101-000 | REGULAR EMPLOYEES | 156,605.00 | 156,605.00 | 0.00 | 0.00 | 156,605.00 | 100.00 % |
| 101-4-4101-4201-000 | RETIREMENT | 33,695.00 | 33,695.00 | 0.00 | 0.00 | 33,695.00 | 100.00 % |
| 101-4-4101-4202-000 | FICA/MEDICARE | 2,550.00 | 2,550.00 | 0.00 | 0.00 | 2,550.00 | 100.00 % |
| 101-4-4101-4203-000 | STATE UNEMPMNT INS/CLAIMS | 180.00 | 180.00 | 0.00 | 0.00 | 180.00 | 100.00 % |
| 101-4-4101-4209-000 | LIFE INSURANCE | 770.00 | 770.00 | 0.00 | 0.00 | 770.00 | 100.00 % |
| 101-4-4101-4224-000 | DEFERRED COMPENSATION | 24,970.00 | 24,970.00 | 0.00 | 0.00 | 24,970.00 | 100.00 % |
| 101-4-4101-4225-000 | VEHICLE/CELL | 900.00 | 900.00 | 0.00 | 0.00 | 900.00 | 100.00 % |
| 101-4-4101-4501-000 | ADVERTISING & PROMOTIONS | 189,870.00 | 189,870.00 | 0.00 | 0.00 | 189,870.00 | 100.00 % |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| 101-4-4101-4520-000 | MTGS/CONF./TRNG & DEV. | 17,000.00 | 17,000.00 | 0.00 | 0.00 | 17,000.00 | 100.00 % |
| 101-4-4101-4521-000 | MEMBERSHIP & DUES | 2,570.00 | 2,570.00 | 0.00 | 0.00 | 2,570.00 | 100.00 % |
| 101-4-4101-4522-000 | INSURANCE EXPENSES | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 100.00 % |
| 101-4-4101-4524-000 | RECREATION-SENIOR TRANSPORTATI... | 6,360.00 | 6,360.00 | 0.00 | 0.00 | 6,360.00 | 100.00 % |
| 101-4-4101-4527-000 | REC-CITY SPECIAL EVENTS | 125,310.00 | 125,310.00 | 0.00 | 0.00 | 125,310.00 | 100.00 % |
| 101-4-4101-4528-000 | REC-PARTNER EVENTS | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 100.00 % |
| 101-4-4101-4529-000 | REC-YOUTH PROGRAMS | 31,000.00 | 31,000.00 | 0.00 | 0.00 | 31,000.00 | 100.00 % |
| 101-4-4101-4530-000 | COMMUNITY GRANTS | 13,690.00 | 13,690.00 | 0.00 | 0.00 | 13,690.00 | 100.00 % |
| 101-4-4101-4531-000 | COMMUNITY OUTREACH | 32,225.00 | 32,225.00 | 0.00 | 0.00 | 32,225.00 | 100.00 % |
| 101-4-4101-4532-000 | SPECIAL PROJECTS | 12,500.00 | 12,500.00 | 0.00 | 0.00 | 12,500.00 | 100.00 % |
| 101-4-4101-4533-000 | COMMUNITY ASSISTANCE GRANTS | 18,500.00 | 18,500.00 | 0.00 | 0.00 | 18,500.00 | 100.00 % |
| 101-4-4101-4534-000 | COMMUNITY EVENTS | 6,600.00 | 6,600.00 | 0.00 | 0.00 | 6,600.00 | 100.00 % |
| 101-4-4101-4601-000 | SUPPLIES | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 100.00 % |
| | **Department: 4101 - C. S. ADMINISTRATION Total:** | **686,795.00** | **686,795.00** | **0.00** | **0.00** | **686,795.00** | **100.00%** |
| **Department: 4102 - IGLESIA PARK** | | | | | | | |
| 101-4-4102-4411-000 | UTILITIES | 23,500.00 | 23,500.00 | 0.00 | 0.00 | 23,500.00 | 100.00 % |
| 101-4-4102-4431-000 | BUILDING & GROUND MAINTENANCE | 164,000.00 | 164,000.00 | 0.00 | 0.00 | 164,000.00 | 100.00 % |
| 101-4-4102-4461-000 | OTHER EQUIPMENT MAINTENANCE | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 100.00 % |
| | **Department: 4102 - IGLESIA PARK Total:** | **193,000.00** | **193,000.00** | **0.00** | **0.00** | **193,000.00** | **100.00%** |
| **Department: 4103 - IGLESIA BUILDING** | | | | | | | |
| 101-4-4103-4309-000 | OTHER CONTRACTUAL SERVICES | 4,800.00 | 4,800.00 | 0.00 | 0.00 | 4,800.00 | 100.00 % |
| 101-4-4103-4411-000 | UTILITIES | 18,000.00 | 18,000.00 | 0.00 | 0.00 | 18,000.00 | 100.00 % |
| 101-4-4103-4431-000 | BUILDING & GROUND MAINTENANCE | 29,200.00 | 29,200.00 | 0.00 | 0.00 | 29,200.00 | 100.00 % |
| | **Department: 4103 - IGLESIA BUILDING Total:** | **52,000.00** | **52,000.00** | **0.00** | **0.00** | **52,000.00** | **100.00%** |
| **Department: 4104 - IGLESIA PARK COMMUNITY CENTER** | | | | | | | |
| 101-4-4104-4529-000 | REC-YOUTH PROGRAMS | 157,500.00 | 157,500.00 | 0.00 | 0.00 | 157,500.00 | 100.00 % |
| | **Department: 4104 - IGLESIA PARK COMMUNITY CENTER Total:** | **157,500.00** | **157,500.00** | **0.00** | **0.00** | **157,500.00** | **100.00%** |
| **Department: 4401 - PLANNING** | | | | | | | |
| 101-4-4401-4101-000 | REGULAR EMPLOYEES | 516,985.00 | 516,985.00 | 0.00 | 0.00 | 516,985.00 | 100.00 % |
| 101-4-4401-4102-000 | PART TIME WAGES | 36,880.00 | 36,880.00 | 0.00 | 0.00 | 36,880.00 | 100.00 % |
| 101-4-4401-4201-000 | RETIREMENT | 90,230.00 | 90,230.00 | 0.00 | 0.00 | 90,230.00 | 100.00 % |
| 101-4-4401-4202-000 | FICA/MEDICARE | 9,205.00 | 9,205.00 | 0.00 | 0.00 | 9,205.00 | 100.00 % |
| 101-4-4401-4203-000 | STATE UNEMPMNT INS/CLAIMS | 1,060.00 | 1,060.00 | 0.00 | 0.00 | 1,060.00 | 100.00 % |
| 101-4-4401-4206-000 | MEDICAL INSURANCE | 76,750.00 | 76,750.00 | 0.00 | 0.00 | 76,750.00 | 100.00 % |
| 101-4-4401-4207-000 | DENTAL INSURANCE | 4,510.00 | 4,510.00 | 0.00 | 0.00 | 4,510.00 | 100.00 % |
| 101-4-4401-4208-000 | VISION INSURANCE | 620.00 | 620.00 | 0.00 | 0.00 | 620.00 | 100.00 % |
| 101-4-4401-4209-000 | LIFE INSURANCE | 2,325.00 | 2,325.00 | 0.00 | 0.00 | 2,325.00 | 100.00 % |
| 101-4-4401-4224-000 | DEFERRED COMPENSATION | 19,745.00 | 19,745.00 | 0.00 | 0.00 | 19,745.00 | 100.00 % |
| 101-4-4401-4225-000 | VEHICLE/CELL | 900.00 | 900.00 | 0.00 | 0.00 | 900.00 | 100.00 % |
| 101-4-4401-4309-000 | OTHER CONTRACTUAL SERVICES | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 100.00 % |
| 101-4-4401-4513-000 | PRINTING | 13,000.00 | 13,000.00 | 0.00 | 0.00 | 13,000.00 | 100.00 % |
| 101-4-4401-4520-000 | MTGS/CONF./TRNG & DEV. | 9,000.00 | 9,000.00 | 0.00 | 0.00 | 9,000.00 | 100.00 % |
| 101-4-4401-4521-000 | MEMBERSHIP & DUES | 5,700.00 | 5,700.00 | 0.00 | 0.00 | 5,700.00 | 100.00 % |
| 101-4-4401-4532-000 | SPECIAL PROJECTS | 111,000.00 | 111,000.00 | 0.00 | 0.00 | 111,000.00 | 100.00 % |
| 101-4-4401-4601-000 | SUPPLIES | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 100.00 % |
| 101-4-4401-4611-000 | PUBLICATIONS/REF MATERIAL | 200.00 | 200.00 | 0.00 | 0.00 | 200.00 | 100.00 % |
| 101-4-4401-4612-000 | OPERATING SUPPLIES | 700.00 | 700.00 | 0.00 | 0.00 | 700.00 | 100.00 % |
| 101-4-4401-4620-000 | MINOR EQUIPMENT | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 100.00 % |
| 101-4-4401-4731-000 | GENERAL PLAN | 45,000.00 | 45,000.00 | 0.00 | 0.00 | 45,000.00 | 100.00 % |
| 101-4-4401-4732-000 | C.S-PLANNING | 85,000.00 | 85,000.00 | 0.00 | 0.00 | 85,000.00 | 100.00 % |
| | **Department: 4401 - PLANNING Total:** | **1,066,310.00** | **1,066,310.00** | **0.00** | **0.00** | **1,066,310.00** | **100.00%** |
| **Department: 4402 - BUILDING** | | | | | | | |
| 101-4-4402-4101-000 | REGULAR EMPLOYEES | 80,410.00 | 80,410.00 | 0.00 | 0.00 | 80,410.00 | 100.00 % |
| 101-4-4402-4201-000 | RETIREMENT | 6,155.00 | 6,155.00 | 0.00 | 0.00 | 6,155.00 | 100.00 % |
| 101-4-4402-4202-000 | FICA/MEDICARE | 1,485.00 | 1,485.00 | 0.00 | 0.00 | 1,485.00 | 100.00 % |
| 101-4-4402-4203-000 | STATE UNEMPMNT INS/CLAIMS | 180.00 | 180.00 | 0.00 | 0.00 | 180.00 | 100.00 % |
| 101-4-4402-4206-000 | MEDICAL INSURANCE | 15,030.00 | 15,030.00 | 0.00 | 0.00 | 15,030.00 | 100.00 % |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| 101-4-4402-4207-000 | DENTAL INSURANCE | 2,535.00 | 2,535.00 | 0.00 | 0.00 | 2,535.00 | 100.00 % |
| 101-4-4402-4208-000 | VISION INSURANCE | 360.00 | 360.00 | 0.00 | 0.00 | 360.00 | 100.00 % |
| 101-4-4402-4209-000 | LIFE INSURANCE | 420.00 | 420.00 | 0.00 | 0.00 | 420.00 | 100.00 % |
| 101-4-4402-4224-000 | DEFERRED COMPENSATION | 7,055.00 | 7,055.00 | 0.00 | 0.00 | 7,055.00 | 100.00 % |
| 101-4-4402-4513-000 | PRINTING | 16,000.00 | 16,000.00 | 0.00 | 0.00 | 16,000.00 | 100.00 % |
| 101-4-4402-4520-000 | MTGS/CONF./TRNG & DEV. | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 100.00 % |
| 101-4-4402-4561-000 | TAXES/FEES/PERMITS | 14,000.00 | 14,000.00 | 0.00 | 0.00 | 14,000.00 | 100.00 % |
| 101-4-4402-4601-000 | SUPPLIES | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 100.00 % |
| 101-4-4402-4612-000 | OPERATING SUPPLIES | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 100.00 % |
| 101-4-4402-4751-000 | C.S-BUILDING | 500,000.00 | 500,000.00 | 0.00 | 0.00 | 500,000.00 | 100.00 % |
| | **Department: 4402 - BUILDING Total:** | **648,130.00** | **648,130.00** | **0.00** | **0.00** | **648,130.00** | **100.00%** |
| **Department: 4403 - CODE ENFORCEMENT** | | | | | | | |
| 101-4-4403-4612-000 | OPERATING SUPPLIES | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 100.00 % |
| 101-4-4403-4761-000 | C.S-CODE ENFORCEMENT | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 100.00 % |
| 101-4-4403-4781-000 | C.S-OTHER | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| | **Department: 4403 - CODE ENFORCEMENT Total:** | **106,000.00** | **106,000.00** | **0.00** | **0.00** | **106,000.00** | **100.00%** |
| **Department: 4501 - ENGINEERING (GENERAL)** | | | | | | | |
| 101-4-4501-4101-000 | REGULAR EMPLOYEES | 413,395.00 | 413,395.00 | 0.00 | 0.00 | 413,395.00 | 100.00 % |
| 101-4-4501-4201-000 | RETIREMENT | 48,445.00 | 48,445.00 | 0.00 | 0.00 | 48,445.00 | 100.00 % |
| 101-4-4501-4202-000 | FICA/MEDICARE | 6,885.00 | 6,885.00 | 0.00 | 0.00 | 6,885.00 | 100.00 % |
| 101-4-4501-4203-000 | STATE UNEMPMNT INS/CLAIMS | 530.00 | 530.00 | 0.00 | 0.00 | 530.00 | 100.00 % |
| 101-4-4501-4206-000 | MEDICAL INSURANCE | 51,995.00 | 51,995.00 | 0.00 | 0.00 | 51,995.00 | 100.00 % |
| 101-4-4501-4207-000 | DENTAL INSURANCE | 4,275.00 | 4,275.00 | 0.00 | 0.00 | 4,275.00 | 100.00 % |
| 101-4-4501-4208-000 | VISION INSURANCE | 700.00 | 700.00 | 0.00 | 0.00 | 700.00 | 100.00 % |
| 101-4-4501-4209-000 | LIFE INSURANCE | 2,190.00 | 2,190.00 | 0.00 | 0.00 | 2,190.00 | 100.00 % |
| 101-4-4501-4224-000 | DEFERRED COMPENSATION | 17,945.00 | 17,945.00 | 0.00 | 0.00 | 17,945.00 | 100.00 % |
| 101-4-4501-4225-000 | VEHICLE/CELL | 2,700.00 | 2,700.00 | 0.00 | 0.00 | 2,700.00 | 100.00 % |
| 101-4-4501-4471-000 | RENT | 13,000.00 | 13,000.00 | 0.00 | 0.00 | 13,000.00 | 100.00 % |
| 101-4-4501-4513-000 | PRINTING | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 100.00 % |
| 101-4-4501-4520-000 | MTGS/CONF/TRNG & DEV | 9,500.00 | 9,500.00 | 0.00 | 0.00 | 9,500.00 | 100.00 % |
| 101-4-4501-4521-000 | MEMBERSHIP & DUES | 1,420.00 | 1,420.00 | 0.00 | 0.00 | 1,420.00 | 100.00 % |
| 101-4-4501-4562-000 | PERMITS | 196,550.00 | 196,550.00 | 0.00 | 0.00 | 196,550.00 | 100.00 % |
| 101-4-4501-4601-000 | SUPPLIES | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 100.00 % |
| 101-4-4501-4612-000 | OPERATING SUPPLIES | 3,750.00 | 3,750.00 | 0.00 | 0.00 | 3,750.00 | 100.00 % |
| 101-4-4501-4620-000 | MINOR EQUIPMENT | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 100.00 % |
| 101-4-4501-4701-000 | NPDES | 406,200.00 | 406,200.00 | 0.00 | 0.00 | 406,200.00 | 100.00 % |
| 101-4-4501-4702-000 | AB939-SOLID WASTE | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 100.00 % |
| 101-4-4501-4736-000 | C.S-MASTER PLANS | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 100.00 % |
| 101-4-4501-4741-000 | C.S-CITY ENGINEERING | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 100.00 % |
| | **Department: 4501 - ENGINEERING (GENERAL) Total:** | **1,372,480.00** | **1,372,480.00** | **0.00** | **0.00** | **1,372,480.00** | **100.00%** |
| **Department: 4503 - STREET MAINTENANCE** | | | | | | | |
| 101-4-4503-4771-000 | C.S-STREET MAINTENANCE | 538,700.00 | 538,700.00 | 0.00 | 0.00 | 538,700.00 | 100.00 % |
| | **Department: 4503 - STREET MAINTENANCE Total:** | **538,700.00** | **538,700.00** | **0.00** | **0.00** | **538,700.00** | **100.00%** |
| **Department: 5101 - LAW ENFORCEMENT-CONTRACT** | | | | | | | |
| 101-4-5101-4308-000 | LAW ENFORCEMENT | 9,292,525.00 | 9,292,525.00 | 0.00 | 0.00 | 9,292,525.00 | 100.00 % |
| | **Department: 5101 - LAW ENFORCEMENT-CONTRACT Total:** | **9,292,525.00** | **9,292,525.00** | **0.00** | **0.00** | **9,292,525.00** | **100.00%** |
| **Department: 5102 - LAW ENFORCEMENT-OTHER** | | | | | | | |
| 101-4-5102-4462-000 | EQUIP MAINT-800MHZ MAINT/BACK | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| 101-4-5102-4511-000 | COMMUNICATION | 600.00 | 600.00 | 0.00 | 0.00 | 600.00 | 100.00 % |
| 101-4-5102-4516-000 | FUEL | 16,300.00 | 16,300.00 | 0.00 | 0.00 | 16,300.00 | 100.00 % |
| 101-4-5102-4517-000 | VEHICLE MAINTENANCE | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 100.00 % |
| 101-4-5102-4520-000 | MTGS/CONF./TRNG & DEV. | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 100.00 % |
| 101-4-5102-4535-000 | SPECIAL EVENTS | 1,800.00 | 1,800.00 | 0.00 | 0.00 | 1,800.00 | 100.00 % |
| 101-4-5102-4612-000 | OPERATING SUPPLIES | 5,725.00 | 5,725.00 | 0.00 | 0.00 | 5,725.00 | 100.00 % |
| 101-4-5102-4613-000 | TACTICAL GEAR | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 100.00 % |
| 101-4-5102-4721-000 | C.S-CROSSING GUARDS | 195,495.00 | 195,495.00 | 0.00 | 0.00 | 195,495.00 | 100.00 % |
| 101-4-5102-4803-000 | PUBLIC SAFETY EQUIPMENT | 32,130.00 | 32,130.00 | 0.00 | 0.00 | 32,130.00 | 100.00 % |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| **Department: 5102 - LAW ENFORCEMENT-OTHER Total:** | | **282,050.00** | **282,050.00** | **0.00** | **0.00** | **282,050.00** | **100.00%** |
| **Department: 5103 - CRIME PREVENTION** | | | | | | | |
| 101-4-5103-4102-000 | PART TIME WAGES | 23,225.00 | 23,225.00 | 0.00 | 0.00 | 23,225.00 | 100.00 % |
| 101-4-5103-4201-000 | RETIREMENT | 1,670.00 | 1,670.00 | 0.00 | 0.00 | 1,670.00 | 100.00 % |
| 101-4-5103-4202-000 | FICA/MEDICARE | 325.00 | 325.00 | 0.00 | 0.00 | 325.00 | 100.00 % |
| 101-4-5103-4203-000 | STATE UNEMPMNT INS/CLAIMS | 175.00 | 175.00 | 0.00 | 0.00 | 175.00 | 100.00 % |
| 101-4-5103-4471-000 | RENT | 4,680.00 | 4,680.00 | 0.00 | 0.00 | 4,680.00 | 100.00 % |
| 101-4-5103-4520-000 | MTGS/CONF./TRNG & DEV. | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 100.00 % |
| 101-4-5103-4612-000 | OPERATING SUPPLIES | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 100.00 % |
| **Department: 5103 - CRIME PREVENTION Total:** | | **36,075.00** | **36,075.00** | **0.00** | **0.00** | **36,075.00** | **100.00%** |
| **Department: 5301 - ANIMAL CONTROL** | | | | | | | |
| 101-4-5301-4722-000 | C.S-ANIMAL CARE SERVICES | 376,240.00 | 376,240.00 | 0.00 | 0.00 | 376,240.00 | 100.00 % |
| **Department: 5301 - ANIMAL CONTROL Total:** | | **376,240.00** | **376,240.00** | **0.00** | **0.00** | **376,240.00** | **100.00%** |
| **Department: 5401 - EOC** | | | | | | | |
| 101-4-5401-4471-000 | RENT | 2,760.00 | 2,760.00 | 0.00 | 0.00 | 2,760.00 | 100.00 % |
| 101-4-5401-4520-000 | MTGS/CONF/TRNG & DEV | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 100.00 % |
| 101-4-5401-4521-000 | MEMBERSHIP & DUES | 640.00 | 640.00 | 0.00 | 0.00 | 640.00 | 100.00 % |
| 101-4-5401-4601-000 | SUPPLIES | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 100.00 % |
| 101-4-5401-4612-000 | OPERATING SUPPLIES | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 100.00 % |
| **Department: 5401 - EOC Total:** | | **34,900.00** | **34,900.00** | **0.00** | **0.00** | **34,900.00** | **100.00%** |
| **Department: 9501 - TRANSFERS OUT** | | | | | | | |
| 101-4-9501-4999-000 | TRANSFERS OUT | 1,013,570.00 | 1,013,570.00 | 0.00 | 0.00 | 1,013,570.00 | 100.00 % |
| **Department: 9501 - TRANSFERS OUT Total:** | | **1,013,570.00** | **1,013,570.00** | **0.00** | **0.00** | **1,013,570.00** | **100.00%** |
| **Expense Total:** | | **20,860,995.00** | **20,860,995.00** | **0.00** | **0.00** | **20,860,995.00** | **100.00%** |
| **Fund: 101 - GENERAL FUND Surplus (Deficit):** | | **365,095.00** | **365,095.00** | **0.00** | **0.00** | **-365,095.00** | **100.00%** |
| **Fund: 102 - GEN. FD-CITY HALL** | | | | | | | |
| **Revenue** | | | | | | | |
| 102-34120 | RENT-CITY HALL LEASE | 185,410.00 | 185,410.00 | 0.00 | 0.00 | -185,410.00 | 100.00 % |
| **Revenue Total:** | | **185,410.00** | **185,410.00** | **0.00** | **0.00** | **-185,410.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 3501 - NON-DEPARTMENTAL** | | | | | | | |
| 102-4-3501-4301-000 | PROFESSIONAL SERVICES | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 100.00 % |
| 102-4-3501-4411-000 | UTILITIES | 72,000.00 | 72,000.00 | 0.00 | 0.00 | 72,000.00 | 100.00 % |
| 102-4-3501-4431-000 | BUILDING & GROUND MAINTENANCE | 118,660.00 | 118,660.00 | 0.00 | 0.00 | 118,660.00 | 100.00 % |
| 102-4-3501-4561-000 | TAXES/FEES/PERMITS | 600.00 | 600.00 | 0.00 | 0.00 | 600.00 | 100.00 % |
| **Department: 3501 - NON-DEPARTMENTAL Total:** | | **206,260.00** | **206,260.00** | **0.00** | **0.00** | **206,260.00** | **100.00%** |
| **Department: 8101 - GOVERNMENT BUILDINGS** | | | | | | | |
| 102-4-8101-5910-000 | IMPROVEMENTS | 26,000.00 | 26,000.00 | 0.00 | 0.00 | 26,000.00 | 100.00 % |
| **Department: 8101 - GOVERNMENT BUILDINGS Total:** | | **26,000.00** | **26,000.00** | **0.00** | **0.00** | **26,000.00** | **100.00%** |
| **Expense Total:** | | **232,260.00** | **232,260.00** | **0.00** | **0.00** | **232,260.00** | **100.00%** |
| **Fund: 102 - GEN. FD-CITY HALL Surplus (Deficit):** | | **-46,850.00** | **-46,850.00** | **0.00** | **0.00** | **46,850.00** | **100.00%** |
| **Fund: 103 - GF-AV RECREATION SERVICES** | | | | | | | |
| **Revenue** | | | | | | | |
| 103-34130 | FACILITY RENTAL | 283,650.00 | 283,650.00 | 0.00 | 0.00 | -283,650.00 | 100.00 % |
| 103-34150 | OTHER INCOME | 10,000.00 | 10,000.00 | 0.00 | 0.00 | -10,000.00 | 100.00 % |
| 103-34160 | PROGRAM REVENUE | 200.00 | 200.00 | 0.00 | 0.00 | -200.00 | 100.00 % |
| 103-34161 | CONTRACT CLASSES | 255,680.00 | 255,680.00 | 0.00 | 0.00 | -255,680.00 | 100.00 % |
| 103-34162 | CITY CAMP REVENUE | 100,000.00 | 100,000.00 | 0.00 | 0.00 | -100,000.00 | 100.00 % |
| 103-34169 | REFUNDS | 500.00 | 500.00 | 0.00 | 0.00 | -500.00 | 100.00 % |
| 103-37831 | FARM RENTAL REVENUE | 156,000.00 | 156,000.00 | 0.00 | 0.00 | -156,000.00 | 100.00 % |
| **Revenue Total:** | | **806,030.00** | **806,030.00** | **0.00** | **0.00** | **-806,030.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 4105 - RECREATION SERVICES** | | | | | | | |
| 103-4-4105-4101-000 | REGULAR EMPLOYEES | 326,845.00 | 326,845.00 | 0.00 | 0.00 | 326,845.00 | 100.00 % |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| 103-4-4105-4102-000 | PART TIME WAGES | 391,095.00 | 391,095.00 | 0.00 | 0.00 | 391,095.00 | 100.00 % |
| 103-4-4105-4104-000 | OVERTIME PAY | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| 103-4-4105-4201-000 | RETIREMENT | 53,230.00 | 53,230.00 | 0.00 | 0.00 | 53,230.00 | 100.00 % |
| 103-4-4105-4202-000 | FICA/MEDICARE | 11,895.00 | 11,895.00 | 0.00 | 0.00 | 11,895.00 | 100.00 % |
| 103-4-4105-4203-000 | STATE UNEMPMNT/CLAIMS | 2,995.00 | 2,995.00 | 0.00 | 0.00 | 2,995.00 | 100.00 % |
| 103-4-4105-4206-000 | MEDICAL INSURANCE | 32,590.00 | 32,590.00 | 0.00 | 0.00 | 32,590.00 | 100.00 % |
| 103-4-4105-4207-000 | DENTAL INSURANCE | 2,250.00 | 2,250.00 | 0.00 | 0.00 | 2,250.00 | 100.00 % |
| 103-4-4105-4208-000 | VISION INSURANCE | 415.00 | 415.00 | 0.00 | 0.00 | 415.00 | 100.00 % |
| 103-4-4105-4209-000 | LIFE INSURANCE | 1,485.00 | 1,485.00 | 0.00 | 0.00 | 1,485.00 | 100.00 % |
| 103-4-4105-4224-000 | DEFERRED COMPENSATION | 89,600.00 | 89,600.00 | 0.00 | 0.00 | 89,600.00 | 100.00 % |
| 103-4-4105-4305-000 | TECHNOLOGY SERVICES | 119,380.00 | 119,380.00 | 0.00 | 0.00 | 119,380.00 | 100.00 % |
| 103-4-4105-4309-000 | OTHER CONTRACTUAL SERVICES | 141,410.00 | 141,410.00 | 0.00 | 0.00 | 141,410.00 | 100.00 % |
| 103-4-4105-4411-000 | UTILITIES | 52,600.00 | 52,600.00 | 0.00 | 0.00 | 52,600.00 | 100.00 % |
| 103-4-4105-4431-000 | BUILDING & GROUND MAINTENANCE | 158,500.00 | 158,500.00 | 0.00 | 0.00 | 158,500.00 | 100.00 % |
| 103-4-4105-4451-000 | FARM OPERATING EXPENDITURES | 156,000.00 | 156,000.00 | 0.00 | 0.00 | 156,000.00 | 100.00 % |
| 103-4-4105-4511-000 | COMMUNICATION | 3,240.00 | 3,240.00 | 0.00 | 0.00 | 3,240.00 | 100.00 % |
| 103-4-4105-4536-000 | SUMMER CAMP SCHOLARSHIPS | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 100.00 % |
| 103-4-4105-4561-000 | TAXES/FEES/PERMITS | 12,580.00 | 12,580.00 | 0.00 | 0.00 | 12,580.00 | 100.00 % |
| 103-4-4105-4570-000 | CITY CAMP EXPENSE | 33,750.00 | 33,750.00 | 0.00 | 0.00 | 33,750.00 | 100.00 % |
| 103-4-4105-4601-000 | SUPPLIES | 10,500.00 | 10,500.00 | 0.00 | 0.00 | 10,500.00 | 100.00 % |
| 103-4-4105-4612-000 | OPERATING SUPPLIES | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 100.00 % |
| 103-4-4105-4620-000 | MINOR EQUIPMENT | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| | **Department: 4105 - RECREATION SERVICES Total:** | **1,631,360.00** | **1,631,360.00** | **0.00** | **0.00** | **1,631,360.00** | **100.00%** |
| | **Expense Total:** | **1,631,360.00** | **1,631,360.00** | **0.00** | **0.00** | **1,631,360.00** | **100.00%** |
| | **Fund: 103 - GF-AV RECREATION SERVICES Surplus (Deficit):** | **-825,330.00** | **-825,330.00** | **0.00** | **0.00** | **825,330.00** | **100.00%** |
| **Fund: 202 - TRAFFIC CONGESTION RLF FD** | | | | | | | |
| **Revenue** | | | | | | | |
| 202-34010 | INVESTMENT EARNINGS | 1,125.00 | 1,125.00 | 0.00 | 0.00 | -1,125.00 | 100.00 % |
| | **Revenue Total:** | **1,125.00** | **1,125.00** | **0.00** | **0.00** | **-1,125.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 9501 - TRANSFERS OUT** | | | | | | | |
| 202-4-9501-4999-000 | TRANSFERS OUT | 144,305.00 | 144,305.00 | 0.00 | 0.00 | 144,305.00 | 100.00 % |
| | **Department: 9501 - TRANSFERS OUT Total:** | **144,305.00** | **144,305.00** | **0.00** | **0.00** | **144,305.00** | **100.00%** |
| | **Expense Total:** | **144,305.00** | **144,305.00** | **0.00** | **0.00** | **144,305.00** | **100.00%** |
| | **Fund: 202 - TRAFFIC CONGESTION RLF FD Surplus (Deficit):** | **-143,180.00** | **-143,180.00** | **0.00** | **0.00** | **143,180.00** | **100.00%** |
| **Fund: 203 - GAS TAX** | | | | | | | |
| **Revenue** | | | | | | | |
| 203-34010 | INVESTMENT EARNINGS | 8,350.00 | 8,350.00 | 0.00 | 0.00 | -8,350.00 | 100.00 % |
| 203-35050 | GAS TAX-2105 | 295,705.00 | 295,705.00 | 0.00 | 0.00 | -295,705.00 | 100.00 % |
| 203-35060 | GAS TAX-2106 | 183,095.00 | 183,095.00 | 0.00 | 0.00 | -183,095.00 | 100.00 % |
| 203-35070 | GAS TAX-2107 | 376,310.00 | 376,310.00 | 0.00 | 0.00 | -376,310.00 | 100.00 % |
| 203-35080 | GAS TAX-ADMIN TAX | 7,500.00 | 7,500.00 | 0.00 | 0.00 | -7,500.00 | 100.00 % |
| 203-35090 | GAS TAX-2103 | 453,815.00 | 453,815.00 | 0.00 | 0.00 | -453,815.00 | 100.00 % |
| | **Revenue Total:** | **1,324,775.00** | **1,324,775.00** | **0.00** | **0.00** | **-1,324,775.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 4502 - TRAFFIC ENGINEERING** | | | | | | | |
| 203-4-4502-4301-000 | PROFESSIONAL SERVICES | 90,000.00 | 90,000.00 | 0.00 | 0.00 | 90,000.00 | 100.00 % |
| | **Department: 4502 - TRAFFIC ENGINEERING Total:** | **90,000.00** | **90,000.00** | **0.00** | **0.00** | **90,000.00** | **100.00%** |
| **Department: 4503 - STREET MAINTENANCE** | | | | | | | |
| 203-4-4503-4411-000 | UTILITIES | 243,000.00 | 243,000.00 | 0.00 | 0.00 | 243,000.00 | 100.00 % |
| 203-4-4503-4771-000 | C.S-STREET MAINTENANCE | 568,800.00 | 568,800.00 | 0.00 | 0.00 | 568,800.00 | 100.00 % |
| 203-4-4503-4772-000 | C.S-STREET SWEEPING | 105,000.00 | 105,000.00 | 0.00 | 0.00 | 105,000.00 | 100.00 % |
| | **Department: 4503 - STREET MAINTENANCE Total:** | **916,800.00** | **916,800.00** | **0.00** | **0.00** | **916,800.00** | **100.00%** |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| **Department: 9501 - TRANSFERS OUT** | | | | | | | |
| 203-4-9501-4999-000 | TRANSFERS OUT | 125,000.00 | 125,000.00 | 0.00 | 0.00 | 125,000.00 | 100.00 % |
| **Department: 9501 - TRANSFERS OUT Total:** | | **125,000.00** | **125,000.00** | **0.00** | **0.00** | **125,000.00** | **100.00%** |
| **Expense Total:** | | **1,131,800.00** | **1,131,800.00** | **0.00** | **0.00** | **1,131,800.00** | **100.00%** |
| **Fund: 203 - GAS TAX Surplus (Deficit):** | | **192,975.00** | **192,975.00** | **0.00** | **0.00** | **-192,975.00** | **100.00%** |
| **Fund: 204 - MEASURE M** | | | | | | | |
| **Revenue** | | | | | | | |
| 204-34010 | INVESTMENT EARNINGS | 7,130.00 | 7,130.00 | 0.00 | 0.00 | -7,130.00 | 100.00 % |
| 204-35604 | MEASURE M | 688,600.00 | 688,600.00 | 0.00 | 0.00 | -688,600.00 | 100.00 % |
| 204-35606 | MEASURE M-SMP | 25,430.00 | 25,430.00 | 0.00 | 0.00 | -25,430.00 | 100.00 % |
| **Revenue Total:** | | **721,160.00** | **721,160.00** | **0.00** | **0.00** | **-721,160.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 6104 - GEN-MEASURE M** | | | | | | | |
| 204-4-6104-4309-000 | OTHER CONTRACTUAL SERVICES | 25,430.00 | 25,430.00 | 0.00 | 0.00 | 25,430.00 | 100.00 % |
| **Department: 6104 - GEN-MEASURE M Total:** | | **25,430.00** | **25,430.00** | **0.00** | **0.00** | **25,430.00** | **100.00%** |
| **Department: 9501 - TRANSFERS OUT** | | | | | | | |
| 204-4-9501-4999-000 | TRANSFERS OUT | 790,695.00 | 790,695.00 | 0.00 | 0.00 | 790,695.00 | 100.00 % |
| **Department: 9501 - TRANSFERS OUT Total:** | | **790,695.00** | **790,695.00** | **0.00** | **0.00** | **790,695.00** | **100.00%** |
| **Expense Total:** | | **816,125.00** | **816,125.00** | **0.00** | **0.00** | **816,125.00** | **100.00%** |
| **Fund: 204 - MEASURE M Surplus (Deficit):** | | **-94,965.00** | **-94,965.00** | **0.00** | **0.00** | **94,965.00** | **100.00%** |
| **Fund: 205 - SB1-RMRA** | | | | | | | |
| **Revenue** | | | | | | | |
| 205-34010 | INVESTMENT EARNINGS | 4,670.00 | 4,670.00 | 0.00 | 0.00 | -4,670.00 | 100.00 % |
| 205-35095 | SB1-RMRA | 1,000,000.00 | 1,000,000.00 | 0.00 | 0.00 | -1,000,000.00 | 100.00 % |
| **Revenue Total:** | | **1,004,670.00** | **1,004,670.00** | **0.00** | **0.00** | **-1,004,670.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 9501 - TRANSFERS OUT** | | | | | | | |
| 205-4-9501-4999-000 | TRANSFERS OUT | 1,225,000.00 | 1,225,000.00 | 0.00 | 0.00 | 1,225,000.00 | 100.00 % |
| **Department: 9501 - TRANSFERS OUT Total:** | | **1,225,000.00** | **1,225,000.00** | **0.00** | **0.00** | **1,225,000.00** | **100.00%** |
| **Expense Total:** | | **1,225,000.00** | **1,225,000.00** | **0.00** | **0.00** | **1,225,000.00** | **100.00%** |
| **Fund: 205 - SB1-RMRA Surplus (Deficit):** | | **-220,330.00** | **-220,330.00** | **0.00** | **0.00** | **220,330.00** | **100.00%** |
| **Fund: 215 - PUBLIC SAFETY GRANTS** | | | | | | | |
| **Revenue** | | | | | | | |
| 215-34010 | INVESTMENT EARNINGS | 1,620.00 | 1,620.00 | 0.00 | 0.00 | -1,620.00 | 100.00 % |
| 215-35616 | SLESF | 175,000.00 | 175,000.00 | 0.00 | 0.00 | -175,000.00 | 100.00 % |
| **Revenue Total:** | | **176,620.00** | **176,620.00** | **0.00** | **0.00** | **-176,620.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 5102 - LAW ENFORCEMENT-OTHER** | | | | | | | |
| 215-4-5102-4803-000 | PUBLIC SAFETY EQUIPMENT | 192,315.00 | 192,315.00 | 0.00 | 0.00 | 192,315.00 | 100.00 % |
| **Department: 5102 - LAW ENFORCEMENT-OTHER Total:** | | **192,315.00** | **192,315.00** | **0.00** | **0.00** | **192,315.00** | **100.00%** |
| **Expense Total:** | | **192,315.00** | **192,315.00** | **0.00** | **0.00** | **192,315.00** | **100.00%** |
| **Fund: 215 - PUBLIC SAFETY GRANTS Surplus (Deficit):** | | **-15,695.00** | **-15,695.00** | **0.00** | **0.00** | **15,695.00** | **100.00%** |
| **Fund: 221 - AQMD AIR QUALITY (AB2766)** | | | | | | | |
| **Revenue** | | | | | | | |
| 221-34010 | INVESTMENT EARNINGS | 8,240.00 | 8,240.00 | 0.00 | 0.00 | -8,240.00 | 100.00 % |
| 221-35621 | AB2766-AIR QUALITY MGMT DIST | 65,000.00 | 65,000.00 | 0.00 | 0.00 | -65,000.00 | 100.00 % |
| **Revenue Total:** | | **73,240.00** | **73,240.00** | **0.00** | **0.00** | **-73,240.00** | **100.00%** |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| **Expense** | | | | | | | |
| **Department: 6121 - GENERAL - AB2766** | | | | | | | |
| 221-4-6121-4803-000 | PUBLIC SAFETY/ WORKS EQUIPMENT | 65,000.00 | 65,000.00 | 0.00 | 0.00 | 65,000.00 | 100.00 % |
| **Department: 6121 - GENERAL - AB2766 Total:** | | **65,000.00** | **65,000.00** | **0.00** | **0.00** | **65,000.00** | **100.00%** |
| **Expense Total:** | | **65,000.00** | **65,000.00** | **0.00** | **0.00** | **65,000.00** | **100.00%** |
| **Fund: 221 - AQMD AIR QUALITY (AB2766) Surplus (Deficit):** | | **8,240.00** | **8,240.00** | **0.00** | **0.00** | **-8,240.00** | **100.00%** |
| **Fund: 225 - INTEGRATED WASTE MGMT FD** | | | | | | | |
| **Revenue** | | | | | | | |
| 225-34010 | INVESTMENT EARNINGS | 45.00 | 45.00 | 0.00 | 0.00 | -45.00 | 100.00 % |
| 225-35625 | BEVERAGE CONTAINER RECYCLING | 12,880.00 | 12,880.00 | 0.00 | 0.00 | -12,880.00 | 100.00 % |
| **Revenue Total:** | | **12,925.00** | **12,925.00** | **0.00** | **0.00** | **-12,925.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 6125 - GEN-BEV CONTAINER RECYCLE** | | | | | | | |
| 225-4-6125-4309-000 | OTHER CONTRACTUAL SERVICES-BEV | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 100.00 % |
| **Department: 6125 - GEN-BEV CONTAINER RECYCLE Total:** | | **4,000.00** | **4,000.00** | **0.00** | **0.00** | **4,000.00** | **100.00%** |
| **Department: 9501 - TRANSFERS OUT** | | | | | | | |
| 225-4-9501-4999-000 | TRANSFERS OUT | 9,000.00 | 9,000.00 | 0.00 | 0.00 | 9,000.00 | 100.00 % |
| **Department: 9501 - TRANSFERS OUT Total:** | | **9,000.00** | **9,000.00** | **0.00** | **0.00** | **9,000.00** | **100.00%** |
| **Expense Total:** | | **13,000.00** | **13,000.00** | **0.00** | **0.00** | **13,000.00** | **100.00%** |
| **Fund: 225 - INTEGRATED WASTE MGMT FD Surplus (Deficit):** | | **-75.00** | **-75.00** | **0.00** | **0.00** | **75.00** | **100.00%** |
| **Fund: 231 - OTHER GRANTS** | | | | | | | |
| **Revenue** | | | | | | | |
| 231-34010 | INVESTMENT EARNINGS | 405.00 | 405.00 | 0.00 | 0.00 | -405.00 | 100.00 % |
| 231-35230 | STATE GRANTS | 210,000.00 | 210,000.00 | 0.00 | 0.00 | -210,000.00 | 100.00 % |
| **Revenue Total:** | | **210,405.00** | **210,405.00** | **0.00** | **0.00** | **-210,405.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 9501 - TRANSFERS OUT** | | | | | | | |
| 231-4-9501-4999-000 | TRANSFERS OUT | 210,000.00 | 210,000.00 | 0.00 | 0.00 | 210,000.00 | 100.00 % |
| **Department: 9501 - TRANSFERS OUT Total:** | | **210,000.00** | **210,000.00** | **0.00** | **0.00** | **210,000.00** | **100.00%** |
| **Expense Total:** | | **210,000.00** | **210,000.00** | **0.00** | **0.00** | **210,000.00** | **100.00%** |
| **Fund: 231 - OTHER GRANTS Surplus (Deficit):** | | **405.00** | **405.00** | **0.00** | **0.00** | **-405.00** | **100.00%** |
| **Fund: 241 - TECHNOLOGY FUND** | | | | | | | |
| **Revenue** | | | | | | | |
| 241-31330 | FRANCHISE-PEG FEE | 123,200.00 | 123,200.00 | 0.00 | 0.00 | -123,200.00 | 100.00 % |
| 241-34010 | INVESTMENT EARNINGS | 1,950.00 | 1,950.00 | 0.00 | 0.00 | -1,950.00 | 100.00 % |
| **Revenue Total:** | | **125,150.00** | **125,150.00** | **0.00** | **0.00** | **-125,150.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 6141 - GEN-TECHNOLOGY GRANTS** | | | | | | | |
| 241-4-6141-4309-000 | OTHER CONTRACTUAL SERVICES | 16,680.00 | 16,680.00 | 0.00 | 0.00 | 16,680.00 | 100.00 % |
| 241-4-6141-4481-000 | IT/COMPUTER EQUIPMENT | 53,500.00 | 53,500.00 | 0.00 | 0.00 | 53,500.00 | 100.00 % |
| 241-4-6141-4620-000 | MINOR EQUIPMENT | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| **Department: 6141 - GEN-TECHNOLOGY GRANTS Total:** | | **75,180.00** | **75,180.00** | **0.00** | **0.00** | **75,180.00** | **100.00%** |
| **Expense Total:** | | **75,180.00** | **75,180.00** | **0.00** | **0.00** | **75,180.00** | **100.00%** |
| **Fund: 241 - TECHNOLOGY FUND Surplus (Deficit):** | | **49,970.00** | **49,970.00** | **0.00** | **0.00** | **-49,970.00** | **100.00%** |
| **Fund: 251 - FEDERAL GRANTS** | | | | | | | |
| **Revenue** | | | | | | | |
| 251-35430 | FEDERAL GRANTS | 3,338,820.00 | 3,338,820.00 | 0.00 | 0.00 | -3,338,820.00 | 100.00 % |
| **Revenue Total:** | | **3,338,820.00** | **3,338,820.00** | **0.00** | **0.00** | **-3,338,820.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 6131 - OTHER GRANTS** | | | | | | | |
| 251-4-6131-4612-000 | OPERATING SUPPLIES | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 100.00 % |
| **Department: 6131 - OTHER GRANTS Total:** | | **500.00** | **500.00** | **0.00** | **0.00** | **500.00** | **100.00%** |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| **Department: 6151 - GEN-FEDERAL GRANT** | | | | | | | |
| 251-4-6151-4309-000 | OTHER CONTRACTUAL SERVICES | 31,000.00 | 31,000.00 | 0.00 | 0.00 | 31,000.00 | 100.00 % |
| **Department: 6151 - GEN-FEDERAL GRANT Total:** | | **31,000.00** | **31,000.00** | **0.00** | **0.00** | **31,000.00** | **100.00%** |
| **Department: 9501 - TRANSFERS OUT** | | | | | | | |
| 251-4-9501-4999-000 | TRANSFERS OUT | 2,988,620.00 | 2,988,620.00 | 0.00 | 0.00 | 2,988,620.00 | 100.00 % |
| **Department: 9501 - TRANSFERS OUT Total:** | | **2,988,620.00** | **2,988,620.00** | **0.00** | **0.00** | **2,988,620.00** | **100.00%** |
| **Expense Total:** | | **3,020,120.00** | **3,020,120.00** | **0.00** | **0.00** | **3,020,120.00** | **100.00%** |
| **Fund: 251 - FEDERAL GRANTS Surplus (Deficit):** | | **318,700.00** | **318,700.00** | **0.00** | **0.00** | **-318,700.00** | **100.00%** |
| **Fund: 260 - CITY FAC.-CONF. CENTER** | | | | | | | |
| **Revenue** | | | | | | | |
| 260-37810 | FOOD & BEVERAGE | 506,380.00 | 506,380.00 | 0.00 | 0.00 | -506,380.00 | 100.00 % |
| 260-37820 | BEVERAGE | 251,820.00 | 251,820.00 | 0.00 | 0.00 | -251,820.00 | 100.00 % |
| 260-37830 | PACKAGE REVENUE | 621,545.00 | 621,545.00 | 0.00 | 0.00 | -621,545.00 | 100.00 % |
| 260-37831 | RENTAL REVENUE | 10,495.00 | 10,495.00 | 0.00 | 0.00 | -10,495.00 | 100.00 % |
| 260-37832 | EQUIPMENT RENTAL REVENUE | 129,305.00 | 129,305.00 | 0.00 | 0.00 | -129,305.00 | 100.00 % |
| 260-37836 | MUSIC REVENUE | 73,180.00 | 73,180.00 | 0.00 | 0.00 | -73,180.00 | 100.00 % |
| 260-37865 | MISCELLANEOUS REVENUE | 282,425.00 | 282,425.00 | 0.00 | 0.00 | -282,425.00 | 100.00 % |
| **Revenue Total:** | | **1,875,150.00** | **1,875,150.00** | **0.00** | **0.00** | **-1,875,150.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 6160 - GEN-CONFERENCE CENTER** | | | | | | | |
| 260-4-6160-7101-000 | P/R-SALARIES | 88,940.00 | 88,940.00 | 0.00 | 0.00 | 88,940.00 | 100.00 % |
| 260-4-6160-7102-000 | P/R-WAGES | 116,100.00 | 116,100.00 | 0.00 | 0.00 | 116,100.00 | 100.00 % |
| 260-4-6160-7103-000 | CONTRACT LABOR | 135,300.00 | 135,300.00 | 0.00 | 0.00 | 135,300.00 | 100.00 % |
| 260-4-6160-7201-000 | P/R-BENEFITS | 51,520.00 | 51,520.00 | 0.00 | 0.00 | 51,520.00 | 100.00 % |
| 260-4-6160-7301-000 | COST OF F&B | 176,020.00 | 176,020.00 | 0.00 | 0.00 | 176,020.00 | 100.00 % |
| 260-4-6160-7303-000 | MISCELLANEOUS EXPENSE | 17,645.00 | 17,645.00 | 0.00 | 0.00 | 17,645.00 | 100.00 % |
| 260-4-6160-7304-000 | MUSIC EXPENSE | 34,210.00 | 34,210.00 | 0.00 | 0.00 | 34,210.00 | 100.00 % |
| 260-4-6160-7305-000 | EQUIPMENT RENTAL EXPENSE | 93,520.00 | 93,520.00 | 0.00 | 0.00 | 93,520.00 | 100.00 % |
| 260-4-6160-7306-000 | PACKAGE EXPENSE | 150,500.00 | 150,500.00 | 0.00 | 0.00 | 150,500.00 | 100.00 % |
| 260-4-6160-7401-000 | EQUIPMENT MAINTENANCE | 17,270.00 | 17,270.00 | 0.00 | 0.00 | 17,270.00 | 100.00 % |
| 260-4-6160-7402-000 | COMPUTER EXPENSE | 20,375.00 | 20,375.00 | 0.00 | 0.00 | 20,375.00 | 100.00 % |
| 260-4-6160-7411-000 | UTILITIES | 103,870.00 | 103,870.00 | 0.00 | 0.00 | 103,870.00 | 100.00 % |
| 260-4-6160-7421-000 | BUILDING & GROUND MAINTENANCE | 75,365.00 | 75,365.00 | 0.00 | 0.00 | 75,365.00 | 100.00 % |
| 260-4-6160-7431-000 | SUPPLIES | 51,015.00 | 51,015.00 | 0.00 | 0.00 | 51,015.00 | 100.00 % |
| 260-4-6160-7441-000 | MARKETING | 120,970.00 | 120,970.00 | 0.00 | 0.00 | 120,970.00 | 100.00 % |
| 260-4-6160-7445-000 | FEES & PERMITS | 66,660.00 | 66,660.00 | 0.00 | 0.00 | 66,660.00 | 100.00 % |
| 260-4-6160-7451-000 | MANAGEMENT FEES | 331,270.00 | 331,270.00 | 0.00 | 0.00 | 331,270.00 | 100.00 % |
| **Department: 6160 - GEN-CONFERENCE CENTER Total:** | | **1,650,550.00** | **1,650,550.00** | **0.00** | **0.00** | **1,650,550.00** | **100.00%** |
| **Department: 9501 - TRANSFERS OUT** | | | | | | | |
| 260-4-9501-4999-999 | TRANSFERS OUT | 224,600.00 | 224,600.00 | 0.00 | 0.00 | 224,600.00 | 100.00 % |
| **Department: 9501 - TRANSFERS OUT Total:** | | **224,600.00** | **224,600.00** | **0.00** | **0.00** | **224,600.00** | **100.00%** |
| **Expense Total:** | | **1,875,150.00** | **1,875,150.00** | **0.00** | **0.00** | **1,875,150.00** | **100.00%** |
| **Fund: 260 - CITY FAC.-CONF. CENTER Surplus (Deficit):** | | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00%** |
| **Fund: 261 - CITY FAC.-AQUATIC CENTER** | | | | | | | |
| **Revenue** | | | | | | | |
| 261-37810 | FOOD & BEVERAGE | 15,000.00 | 15,000.00 | 0.00 | 0.00 | -15,000.00 | 100.00 % |
| 261-37835 | AQUATIC FEES | 153,500.00 | 153,500.00 | 0.00 | 0.00 | -153,500.00 | 100.00 % |
| 261-37840 | POOL USE FEES | 10,000.00 | 10,000.00 | 0.00 | 0.00 | -10,000.00 | 100.00 % |
| 261-37845 | AQUATIC CLASSES | 680,000.00 | 680,000.00 | 0.00 | 0.00 | -680,000.00 | 100.00 % |
| 261-37860 | MERCHANDISE | 12,500.00 | 12,500.00 | 0.00 | 0.00 | -12,500.00 | 100.00 % |
| 261-39999 | INTERFUND TRANSFERS | 152,110.00 | 152,110.00 | 0.00 | 0.00 | -152,110.00 | 100.00 % |
| **Revenue Total:** | | **1,023,110.00** | **1,023,110.00** | **0.00** | **0.00** | **-1,023,110.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 6161 - GEN-AQUATIC CENTER** | | | | | | | |
| 261-4-6161-7101-000 | P/R-SALARIES | 77,000.00 | 77,000.00 | 0.00 | 0.00 | 77,000.00 | 100.00 % |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| 261-4-6161-7102-000 | P/R-WAGES | 372,400.00 | 372,400.00 | 0.00 | 0.00 | 372,400.00 | 100.00 % |
| 261-4-6161-7201-000 | P/R-BENEFITS | 67,110.00 | 67,110.00 | 0.00 | 0.00 | 67,110.00 | 100.00 % |
| 261-4-6161-7301-000 | COST OF F&B | 8,000.00 | 8,000.00 | 0.00 | 0.00 | 8,000.00 | 100.00 % |
| 261-4-6161-7303-000 | MISCELLANEOUS EXPENSE | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 100.00 % |
| 261-4-6161-7321-000 | ANHS POOL RENTAL | 5,750.00 | 5,750.00 | 0.00 | 0.00 | 5,750.00 | 100.00 % |
| 261-4-6161-7322-000 | CONTRACT INSTRUCTOR PAYMENTS | 56,000.00 | 56,000.00 | 0.00 | 0.00 | 56,000.00 | 100.00 % |
| 261-4-6161-7401-000 | EQUIPMENT MAINTENANCE | 62,500.00 | 62,500.00 | 0.00 | 0.00 | 62,500.00 | 100.00 % |
| 261-4-6161-7402-000 | COMPUTER EXPENSE | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 100.00 % |
| 261-4-6161-7411-000 | UTILITIES | 55,900.00 | 55,900.00 | 0.00 | 0.00 | 55,900.00 | 100.00 % |
| 261-4-6161-7421-000 | BUILDING & GROUND MAINTENANCE | 62,450.00 | 62,450.00 | 0.00 | 0.00 | 62,450.00 | 100.00 % |
| 261-4-6161-7425-000 | POOL MAINTENANCE | 15,500.00 | 15,500.00 | 0.00 | 0.00 | 15,500.00 | 100.00 % |
| 261-4-6161-7431-000 | SUPPLIES | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 100.00 % |
| 261-4-6161-7432-000 | MINOR EQUIPMENT | 7,500.00 | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 100.00 % |
| 261-4-6161-7433-000 | OPERATING SUPPLIES | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 100.00 % |
| 261-4-6161-7435-000 | MERCHANDISE | 7,500.00 | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 100.00 % |
| 261-4-6161-7440-000 | METINGS/CONFERENCES/TRAINING &.. | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 100.00 % |
| 261-4-6161-7441-000 | MARKETING | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 100.00 % |
| 261-4-6161-7445-000 | FEES & PERMITS | 20,660.00 | 20,660.00 | 0.00 | 0.00 | 20,660.00 | 100.00 % |
| 261-4-6161-7451-000 | MANAGEMENT FEES | 143,340.00 | 143,340.00 | 0.00 | 0.00 | 143,340.00 | 100.00 % |
| | **Department: 6161 - GEN-AQUATIC CENTER Total:** | **1,023,110.00** | **1,023,110.00** | **0.00** | **0.00** | **1,023,110.00** | **100.00%** |
| | **Expense Total:** | **1,023,110.00** | **1,023,110.00** | **0.00** | **0.00** | **1,023,110.00** | **100.00%** |
| | **Fund: 261 - CITY FAC.-AQUATIC CENTER Surplus (Deficit):** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00%** |
| **Fund: 311 - STREET IMPROVEMENTS** | | | | | | | |
| **Revenue** | | | | | | | |
| 311-39999 | INTERFUND TRANSFERS | 2,285,000.00 | 2,285,000.00 | 0.00 | 0.00 | -2,285,000.00 | 100.00 % |
| | **Revenue Total:** | **2,285,000.00** | **2,285,000.00** | **0.00** | **0.00** | **-2,285,000.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 8201 - TRAFFICE SAFETY** | | | | | | | |
| 311-4-8201-5701-000 | CONSTRUCTION | 185,000.00 | 185,000.00 | 0.00 | 0.00 | 185,000.00 | 100.00 % |
| | **Department: 8201 - TRAFFICE SAFETY Total:** | **185,000.00** | **185,000.00** | **0.00** | **0.00** | **185,000.00** | **100.00%** |
| **Department: 8301 - STREETS & HIGHWAYS** | | | | | | | |
| 311-4-8301-5501-000 | DESIGN | 125,000.00 | 125,000.00 | 0.00 | 0.00 | 125,000.00 | 100.00 % |
| 311-4-8301-5601-000 | CONSTRUCTION MANAGEMENT | 120,000.00 | 120,000.00 | 0.00 | 0.00 | 120,000.00 | 100.00 % |
| 311-4-8301-5701-000 | CONSTRUCTION | 1,710,000.00 | 1,710,000.00 | 0.00 | 0.00 | 1,710,000.00 | 100.00 % |
| 311-4-8301-5901-000 | PROJECT CONTINGENCY | 145,000.00 | 145,000.00 | 0.00 | 0.00 | 145,000.00 | 100.00 % |
| | **Department: 8301 - STREETS & HIGHWAYS Total:** | **2,100,000.00** | **2,100,000.00** | **0.00** | **0.00** | **2,100,000.00** | **100.00%** |
| | **Expense Total:** | **2,285,000.00** | **2,285,000.00** | **0.00** | **0.00** | **2,285,000.00** | **100.00%** |
| | **Fund: 311 - STREET IMPROVEMENTS Surplus (Deficit):** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00%** |
| **Fund: 331 - CAPITAL IMPROVEMENTS** | | | | | | | |
| **Revenue** | | | | | | | |
| 331-39999 | INTERFUND TRANSFERS | 502,180.00 | 502,180.00 | 0.00 | 0.00 | -502,180.00 | 100.00 % |
| | **Revenue Total:** | **502,180.00** | **502,180.00** | **0.00** | **0.00** | **-502,180.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 8701 - CAPITAL IMPROVEMENTS** | | | | | | | |
| 331-4-8701-5901-000 | PROJECT CONTINGENCY | 18,060.00 | 18,060.00 | 0.00 | 0.00 | 18,060.00 | 100.00 % |
| 331-4-8701-5910-000 | IMPROVEMENTS | 484,120.00 | 484,120.00 | 0.00 | 0.00 | 484,120.00 | 100.00 % |
| | **Department: 8701 - CAPITAL IMPROVEMENTS Total:** | **502,180.00** | **502,180.00** | **0.00** | **0.00** | **502,180.00** | **100.00%** |
| | **Expense Total:** | **502,180.00** | **502,180.00** | **0.00** | **0.00** | **502,180.00** | **100.00%** |
| | **Fund: 331 - CAPITAL IMPROVEMENTS Surplus (Deficit):** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00%** |
| **Fund: 332 - STORM WATER** | | | | | | | |
| **Revenue** | | | | | | | |
| 332-39999 | INTERFUND TRANSFERS | 30,000.00 | 30,000.00 | 0.00 | 0.00 | -30,000.00 | 100.00 % |
| | **Revenue Total:** | **30,000.00** | **30,000.00** | **0.00** | **0.00** | **-30,000.00** | **100.00%** |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Remaining |
|---|---|---|---|---|---|---|---|
| **Expense** | | | | | | | |
| **Department: 8601 - DRAINAGE IMPROVEMENTS** | | | | | | | |
| 332-4-8601-5911-000 | REHABILITATION | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 100.00 % |
| **Department: 8601 - DRAINAGE IMPROVEMENTS Total:** | | **30,000.00** | **30,000.00** | **0.00** | **0.00** | **30,000.00** | **100.00%** |
| **Expense Total:** | | **30,000.00** | **30,000.00** | **0.00** | **0.00** | **30,000.00** | **100.00%** |
| **Fund: 332 - STORM WATER Surplus (Deficit):** | | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00%** |
| **Fund: 411 - DEBT SERVICE** | | | | | | | |
| **Revenue** | | | | | | | |
| 411-39999 | INTERFUND TRANSFERS | 659,200.00 | 659,200.00 | 0.00 | 0.00 | -659,200.00 | 100.00 % |
| **Revenue Total:** | | **659,200.00** | **659,200.00** | **0.00** | **0.00** | **-659,200.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 7101 - DEBT SERVICE** | | | | | | | |
| 411-4-7101-4541-000 | PRINCIPAL PAYMENT | 235,000.00 | 235,000.00 | 0.00 | 0.00 | 235,000.00 | 100.00 % |
| 411-4-7101-4542-000 | INTEREST & FISCAL CHGS | 424,200.00 | 424,200.00 | 0.00 | 0.00 | 424,200.00 | 100.00 % |
| **Department: 7101 - DEBT SERVICE Total:** | | **659,200.00** | **659,200.00** | **0.00** | **0.00** | **659,200.00** | **100.00%** |
| **Expense Total:** | | **659,200.00** | **659,200.00** | **0.00** | **0.00** | **659,200.00** | **100.00%** |
| **Fund: 411 - DEBT SERVICE Surplus (Deficit):** | | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00%** |
| **Fund: 721 - COMMUNITY TRUST** | | | | | | | |
| **Expense** | | | | | | | |
| **Department: 7501 - TRUST FUND** | | | | | | | |
| 721-4-7501-6102-000 | SCHOLARSHIPS | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 100.00 % |
| **Department: 7501 - TRUST FUND Total:** | | **5,000.00** | **5,000.00** | **0.00** | **0.00** | **5,000.00** | **100.00%** |
| **Expense Total:** | | **5,000.00** | **5,000.00** | **0.00** | **0.00** | **5,000.00** | **100.00%** |
| **Fund: 721 - COMMUNITY TRUST Total:** | | **5,000.00** | **5,000.00** | **0.00** | **0.00** | **5,000.00** | **100.00%** |
| **Fund: 731 - CFD 2005-01** | | | | | | | |
| **Revenue** | | | | | | | |
| 731-31080 | CFD 2005-01 ASSESSMENTS | 2,131,690.00 | 2,131,690.00 | 0.00 | 0.00 | -2,131,690.00 | 100.00 % |
| 731-34010 | INVESTMENT EARNINGS | 28,000.00 | 28,000.00 | 0.00 | 0.00 | -28,000.00 | 100.00 % |
| **Revenue Total:** | | **2,159,690.00** | **2,159,690.00** | **0.00** | **0.00** | **-2,159,690.00** | **100.00%** |
| **Expense** | | | | | | | |
| **Department: 7501 - TRUST FUND** | | | | | | | |
| 731-4-7501-4541-000 | PRINCIPAL PAYMENT | 710,000.00 | 710,000.00 | 0.00 | 0.00 | 710,000.00 | 100.00 % |
| 731-4-7501-4542-000 | INTEREST & FISCAL CHGS | 1,449,690.00 | 1,449,690.00 | 0.00 | 0.00 | 1,449,690.00 | 100.00 % |
| **Department: 7501 - TRUST FUND Total:** | | **2,159,690.00** | **2,159,690.00** | **0.00** | **0.00** | **2,159,690.00** | **100.00%** |
| **Expense Total:** | | **2,159,690.00** | **2,159,690.00** | **0.00** | **0.00** | **2,159,690.00** | **100.00%** |
| **Fund: 731 - CFD 2005-01 Surplus (Deficit):** | | **0.00** | **0.00** | **0.00** | **0.00** | **0.00** | **0.00%** |
| **Report Surplus (Deficit):** | | **-416,040.00** | **-416,040.00** | **0.00** | **0.00** | **416,040.00** | **100.00%** |

ALISO VIEJO

# Proposed Budget

## FY 2021-22

### June 2, 2021

# Proposed Budget 2021-22

## Budget Calendar and Highlights

- **Draft Budget to Council – May 5, 2021**
- **FY 2021-22 Budget Adoption – June 2, 2021**
- **Preparation of the Budget**
  - Factors include:
    - Economic forecasts provided by Cal State Fullerton and Chapman University
    - Economic and fiscal information provided by:
      - State Controller's Office
      - Department of Finance
      - Legislative Analyst's Office
      - Contract - Financial Consultants
    - Growth rates, Market trends, City Revenue and Expenditure trends, etc.
    - State Budget updates
    - American Rescue Plan stimulus funds

# Proposed Budget 2021-22

## Budget Highlights

Summary of changes from the FY 2021-22 Draft Budget presentation

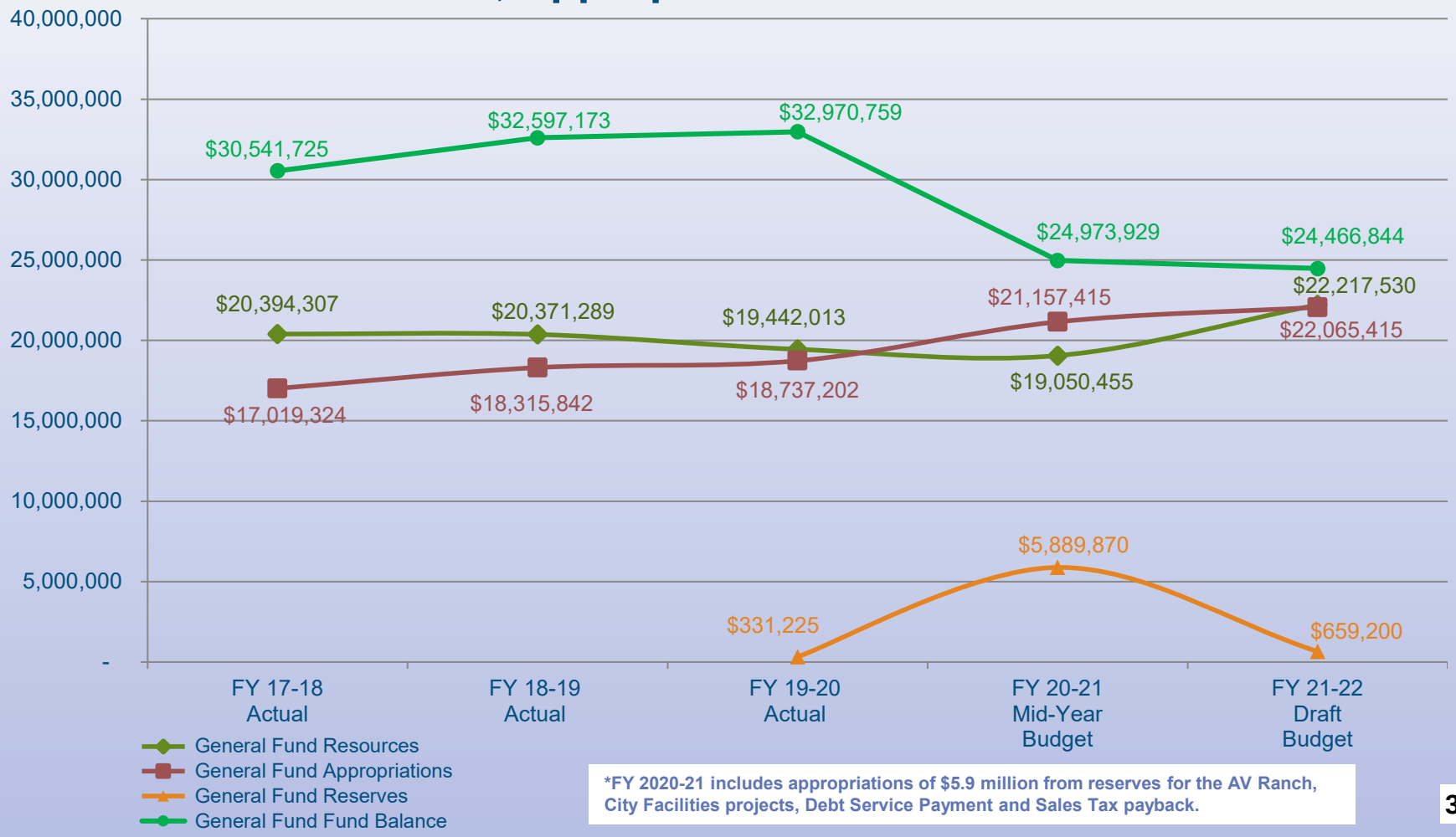
- General Fund

| | |
|---|---|
| • Banner Program | $ (35,000) |
| • Landscape Contract | $ (28,000) |
| • Full Time Systems Administrator – IT Department | $ (40,555) |
| • Part Time Clerical Staff- Shared by Community Development & Finance | $ (28,955) |
| • Management Training and Ergonomic Review | $ (22,000) |
| • Animal Services Contract Adjustment | $ 11,800 |
| • Law Enforcement Contract Adjustment | $ 50,000 |
| Net Change to General Fund Fund Balance | $ (92,710) |

# Proposed Budget 2021-22

## General Fund

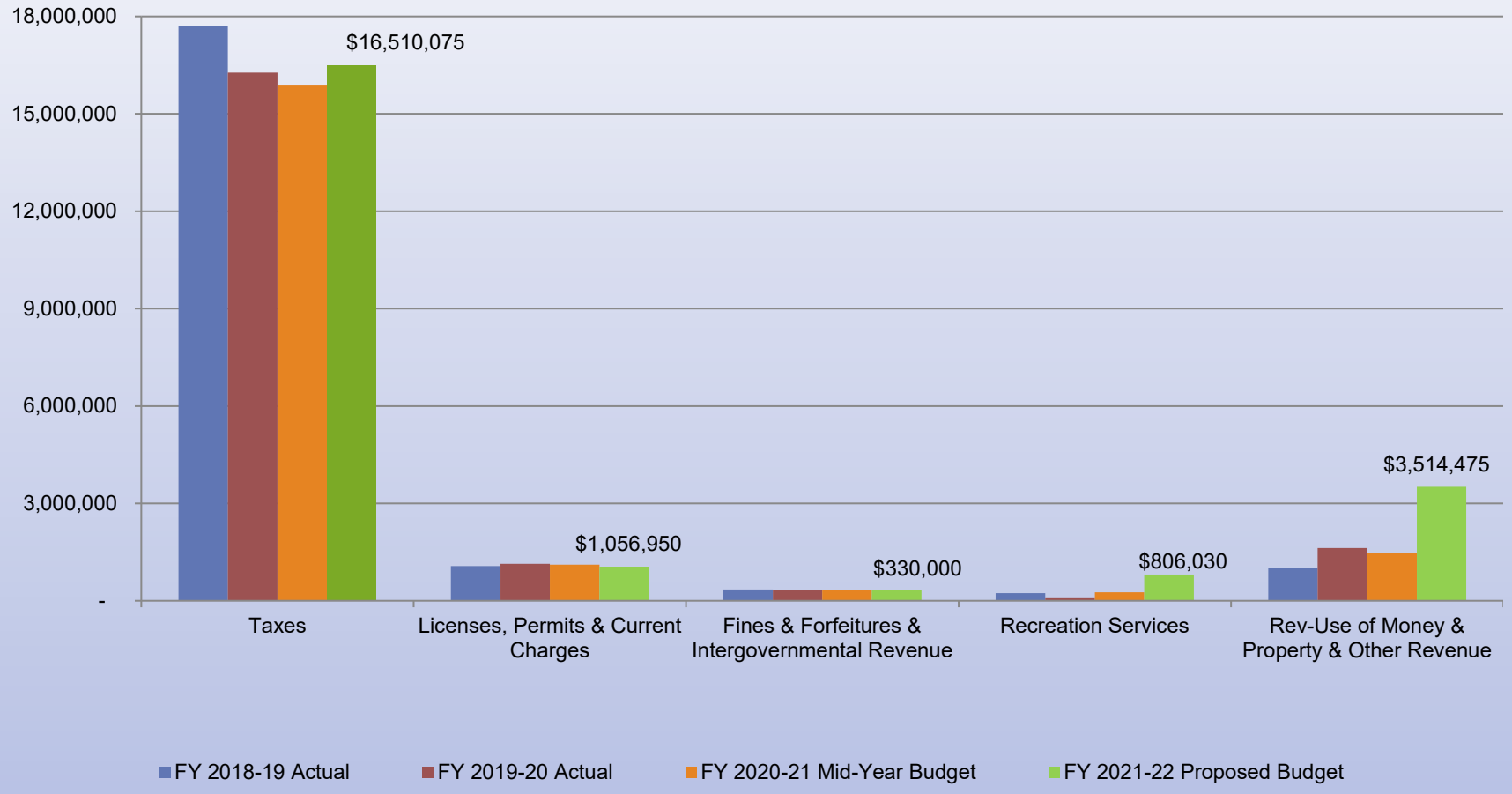
### Resources, Appropriations and Fund Balance




*FY 2020-21 includes appropriations of $5.9 million from reserves for the AV Ranch, City Facilities projects, Debt Service Payment and Sales Tax payback.

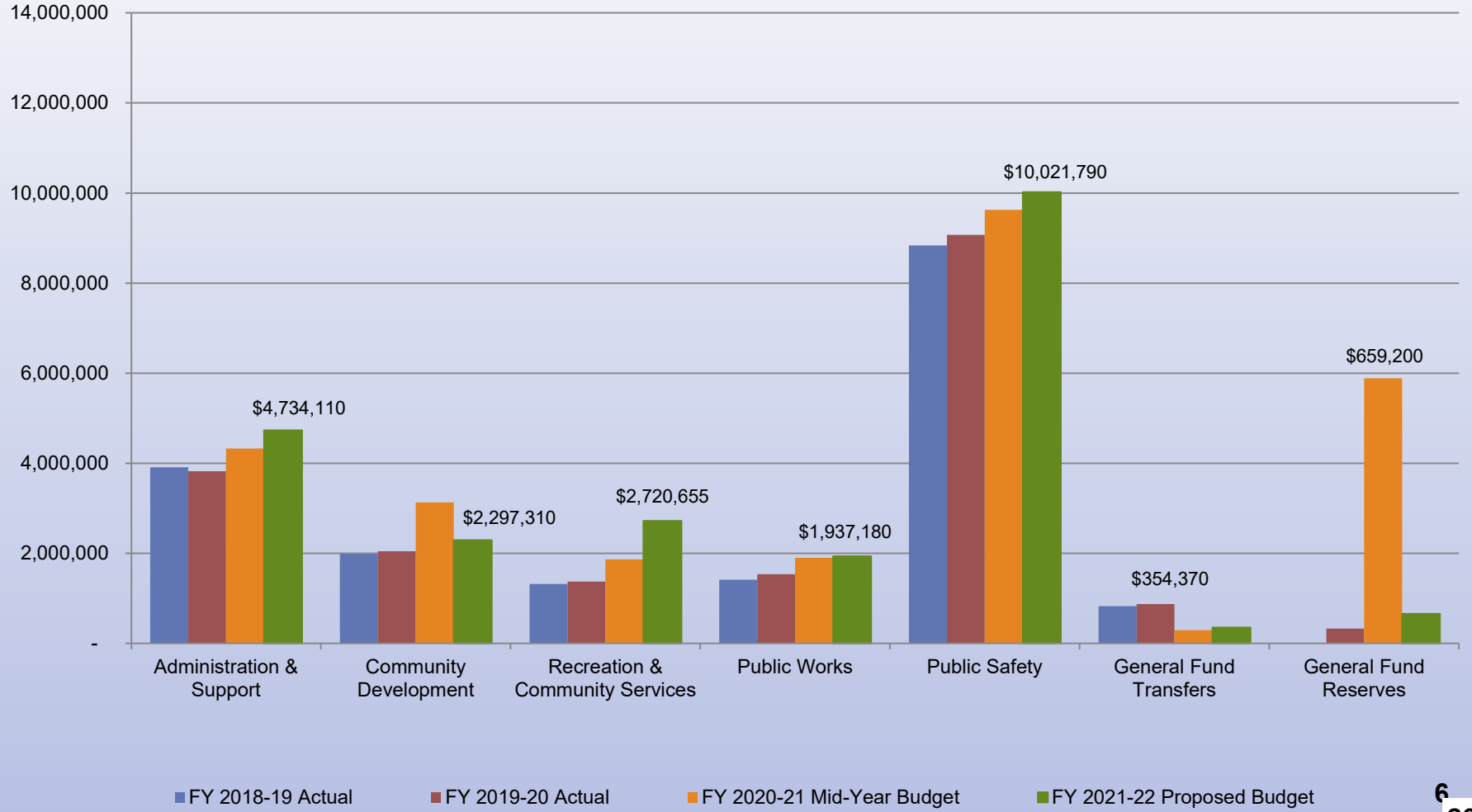
# Proposed Budget 2021-22

## General Fund Resources



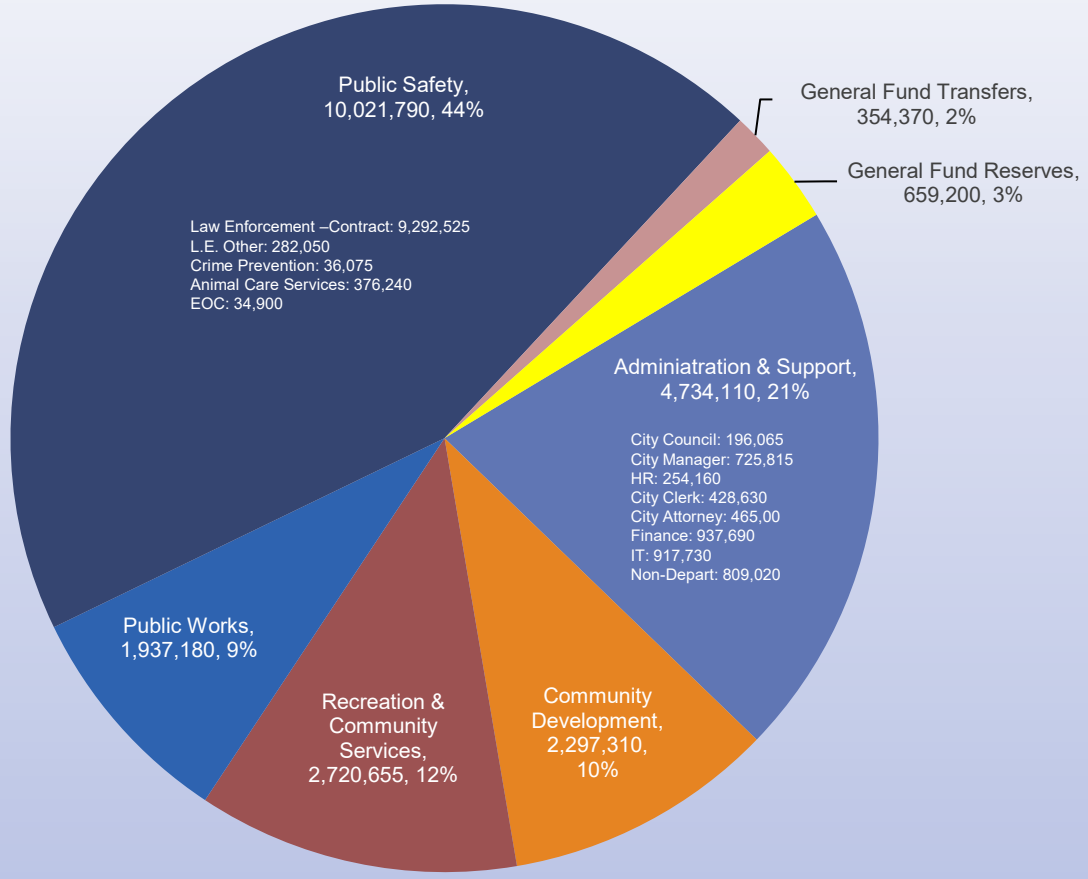
# Proposed Budget 2021-22

## General Fund Appropriations



# Proposed Budget 2021-22

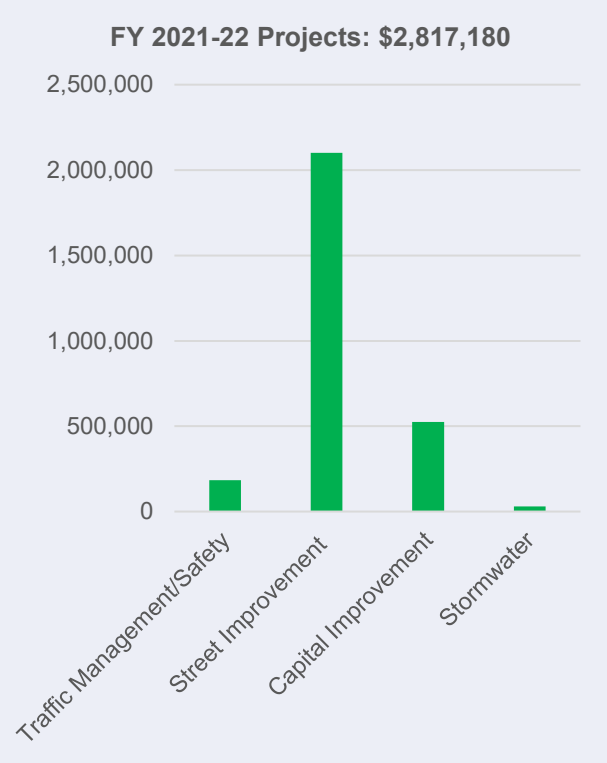
## General Fund Appropriations by Department



# Proposed Budget 2021-22

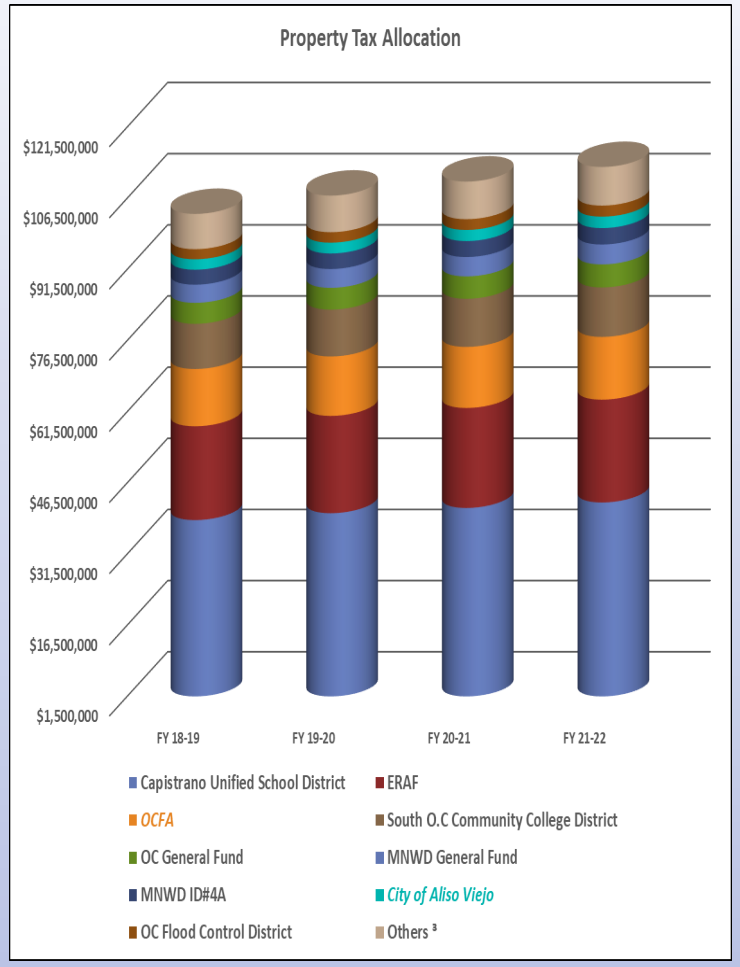
## Capital Improvement Projects

- **Traffic Management/Safety Projects total $185,000**
  - OCTA Project P – Los Alisos Blvd Signal Sync
  - OCTA Project P – Aliso Creek Signal Sync
- **Street Improvement Projects total $2,100,000**
  - Aliso Creek Rehab – Aliso Viejo Pkwy to City Limit
  - Deerhurst/Foxborough/Wolverine Rehab
  - Slurry Seal
- **Capital Improvement Projects total $502,180**
  - ADA Improvements at City Hall and City Facilities
  - Iglesia Park Drinking Fountain
  - AV Ranch IT Phase 2
  - City Hall Roof Improvement
  - Aquatic Center Improvements
  - Permit Tracking Software
- **Stormwater Projects total $30,000**
  - Ongoing monitoring of Dairy Fork & Wetlands areas



# Proposed Budget 2021-22

## Property Tax Allocation




| | | FY 18-19 | FY 19-20 | FY 20-21 | FY 21-22 |
|---|---|---|---|---|---|
| Total Aliso Viejo Assessed Valuation [1] | | 10,320,677,681 | 10,706,653,293 | 11,001,898,143 | 11,310,476,365 |
| Property Tax Dollar Breakdown [2] | | | | | |
| Capistrano Unified School District | 0.3747 | 38,671,579 | 40,117,830 | 41,224,112 | 42,380,355 |
| ERAF | 0.1916 | 19,774,418 | 20,513,948 | 21,079,637 | 21,670,873 |
| ***OCFA*** | **0.1170** | **12,075,193** | **12,526,784** | **12,872,221** | **13,233,257** |
| South O.C Community College District | 0.0922 | 9,515,665 | 9,871,534 | 10,143,750 | 10,428,259 |
| OC General Fund | 0.0429 | 4,427,571 | 4,593,154 | 4,719,814 | 4,852,194 |
| MNWD General Fund | 0.0371 | 3,828,971 | 3,972,168 | 4,081,704 | 4,196,187 |
| MNWD ID#4A | 0.0306 | 3,158,127 | 3,276,236 | 3,366,581 | 3,461,006 |
| ***City of Aliso Viejo*** | ***0.0213*** | **2,198,304** | **2,280,517** | **2,343,404** | **2,409,131** |
| OC Flood Control District | 0.0206 | 2,126,060 | 2,205,571 | 2,266,391 | 2,329,958 |
| OC Public Library [3] | 0.0174 | 1,791,670 | 1,858,675 | 1,909,930 | 1,963,499 |
| MNWD ID #4A-1 [3] | 0.0172 | 1,771,028 | 1,837,262 | 1,887,926 | 1,940,878 |
| OC Department of Education General Fund [3] | 0.0170 | 1,752,451 | 1,817,990 | 1,868,122 | 1,920,519 |
| OC Beaches & Parks CSA 26 [3] | 0.0159 | 1,643,052 | 1,704,499 | 1,751,502 | 1,800,628 |
| OCTA [3] | 0.0029 | 301,364 | 312,634 | 321,255 | 330,266 |
| OC Vector Control District [3] | 0.0012 | 120,752 | 125,268 | 128,722 | 132,333 |
| OC Cemetery General Fund [3] | 0.0005 | 53,668 | 55,675 | 57,210 | 58,814 |
| | 1.0000 | 103,209,873 | 107,069,745 | 110,022,282 | 113,108,157 |
| Total Property Tax from all Sources | | 8,211,394 | 8,647,685 | 8,922,850 | 9,009,900 |

[1] Source: County of Orange Auditor Controller
[2] Source: HDL Coren & Cone

# Proposed Budget 2021-22

## Recommended Actions

- Adopt a Resolution adopting the Annual Budget for FY 2021-2022
- Adopt a Resolution approving updated Salary Schedules, including cost-of-living adjustments and the addition of the Systems Administrator position
- Adopt a Resolution setting the Appropriations Limit for FY 2021-2022 at $48,200,927



ALISO VIEJO

**RESOLUTION NO. 2021-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING THE FISCAL YEAR 2021-22 BUDGET FOR THE CITY OF ALISO VIEJO**

**WHEREAS**, the City Council of the City of Aliso Viejo requires a fiscal plan for the City's operation; and

**WHEREAS**, a proposed budget for the City of Aliso Viejo for the fiscal year commencing July 1, 2021, and ending June 30, 2022, was submitted to the City Council, as required by Ordinance 2001-005; and

**WHEREAS**, the City Council has conducted a public hearing, has heard and considered public comments, has modified the preliminary budget accordingly, and wishes to adopt such budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022; and

**WHEREAS**, preparation of the fiscal year 2021-22 Annual Budget conforms to the Management and Budget Policies adopted by the City Council on November 16, 2005 by Resolution No. 2005-056; and

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

**SECTION 1**. That the fiscal year 2021-22 Annual Budget is hereby adopted.

**SECTION 2**. That the City Manager and the Director of Financial Services are hereby authorized to make expenditures in accordance with the fiscal year 2021-22 Annual Budget, as adopted, with the exception of those expenditures that require City Council approval in accordance with the ordinances and regulations of the City.

**SECTION 3.** That a copy of said fiscal year 2021-22 Annual Budget is on file in the office of the City Clerk and is incorporated by reference into this resolution.

**SECTION 4.** That the Director of Financial Services is directed to enter the fiscal year 2021-22 Annual Budget into the City's financial system in accordance with appropriate accounting practices, and the City Manager, with the Director of Financial Services' assistance, shall assure compliance therewith.

**SECTION 5**. That the Mayor of the City of Aliso Viejo shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 2nd of June, 2021.

_____
Tiffany Ackley
Mayor

ATTEST:

_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Scott C. Smith
City Attorney

**RESOLUTION NO. 2021 - XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A SALARY SCHEDULE AND BENEFITS FOR CITY OF ALISO VIEJO EMPLOYEES**

**WHEREAS**, on June 6, 2018 the City Council approved an updated Classification and Compensation Plan which included adjusting salary ranges on July 1st of each year based on the Annual Consumer Price Index, Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim ("CPI"); and

**WHEREAS**, the change in the Annual CPI was 3.2% in 2019 and 1.7% in 2020; and

**WHEREAS**, during the budget adoption process, the 3.2% cost-of-living adjustment that was to be effective July 1, 2020, was suspended for FY 2020-21; and

**WHEREAS**, City Council would like to approve that each salary range shall receive the 3.2% cost of living adjustment retroactively to January 1, 2021 as well as approve the 1.7% cost of living adjustment effective July 1, 2021; and

**WHEREAS**, only the 1.7% range adjustment for the positions of Recreation Leader shall apply since salary ranges for each position had previously been adjusted January 20, 2021, and is scheduled to be adjusted again effective January 1, 2022, to meet the State of California minimum wage requirement; and

**WHEREAS**, a new position titled, Systems Administrator, shall be created to meet the services needs of the community.

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

Section 1. Effective January 1, 2021, salary ranges and base salaries for all classifications, with the exception of Recreation Leader and Senior Recreation Leader, shall be increased by a cost-of-living adjustment of 3.2% as contained in Exhibit A, Salary Schedule.

Section 2. Effective July 1, 2021, salary ranges and base salaries for all classifications shall be increased by a cost-of-living adjustment of 1.7% as contained in Exhibit B, Salary Schedule.

Section 3. Effective July 1, 2021, the position of Systems Administrator shall be created and included in the Salary Schedule (Exhibit B) and the position shall be paid a cell phone allowance in the amount of $75 per month.

Section 4. Recreation Leader and Senior Recreation Leader salary ranges shall be adjusted to meet the State of California's minimum wage and to allow an appropriate wage gap between Recreation Leader and Senior Recreation Leader position effective January 1, 2022 as included in the City's Salary Schedule (Exhibit A and B).

**PASSED, APPROVED AND ADOPTED** this 2nd day of June 2021.

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

ATTEST:

Mitzi Ortiz, MMC
City Clerk

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss.

CITY OF ALISO VIEJO )

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2021-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 2nd day of June, 2021, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

**EXHIBIT A**

**City of Aliso Viejo**
**Salary Schedule**
**Effective January 1, 2021**

| Full-Time Classifications | Annual Range Minimum | Annual Control Point | Annual Range Maximum |
|---|---|---|---|
| Accountant | $66,300 | $75,972 | $91,166 |
| Accountant/Payroll | $63,144 | $72,354 | $86,825 |
| Accounting Technician | $47,441 | $54,361 | $65,233 |
| Accounting Supervisor | $91,162 | $104,459 | $125,347 |
| Administrative Secretary | $51,123 | $63,452 | $76,142 |
| Assistant Planner | $62,313 | $71,402 | $85,682 |
| Associate Engineer | $85,222 | $97,654 | $117,185 |
| Associate Planner | $73,114 | $83,779 | $100,535 |
| City Clerk | $111,563 | $127,832 | $153,399 |
| City Manager (Contract) | | | $291,262 |
| Director of Administrative Services | $145,716 | $171,236 | $205,483 |
| Director of Community Development | $145,716 | $171,236 | $205,483 |
| Director of Financial Services/City Treasurer | $145,716 | $171,236 | $205,483 |
| Director of Government Services | $145,716 | $171,236 | $205,483 |
| Director of Public Works | $145,716 | $171,236 | $205,483 |
| Director of Recreation and Community Services | $145,716 | $171,236 | $205,483 |
| Executive Assistant | $63,052 | $72,250 | $86,700 |
| Facilities Supervisor | $74,797 | $85,705 | $102,846 |
| Financial Analyst | $66,300 | $75,972 | $91,166 |
| Financial Services Manager | $106,072 | $121,545 | $145,854 |
| Human Resources Manager | $105,911 | $121,357 | $145,628 |
| IT Analyst | $57,987 | $66,453 | $79,744 |
| IT Manager | $108,876 | $128,837 | $154,604 |
| Junior Accountant | $57,403 | $65,777 | $78,932 |
| Management Analyst | $68,422 | $78,403 | $94,083 |
| Office Assistant | $38,996 | $44,684 | $53,621 |
| Office Specialist | $42,895 | $52,458 | $62,948 |
| Permit Technician | $56,770 | $65,228 | $78,274 |
| Planning Technician | $52,529 | $60,192 | $72,230 |
| Recreation Coordinator | $60,519 | $69,347 | $83,216 |
| Recreation and Community Services Manager | $101,003 | $115,736 | $138,883 |
| Recreation and Community Services Supervisor | $69,596 | $79,748 | $95,698 |
| Recreation Specialist | $42,448 | $48,640 | $58,368 |
| Secretary to the City Manager | $63,052 | $76,775 | $92,130 |
| Senior Accountant | $76,245 | $87,368 | $104,841 |
| Senior Planner | $85,079 | $97,489 | $116,987 |
| Senior Planner I | $85,079 | $106,904 | $128,285 |

**EXHIBIT A**

| Elected Officials | Monthly Compensation |
|---|---|
| Council Members (Municipal Code) | $520 |
| Mayor (Municipal Code) | $520 |

| Part-Time Classifications | Hourly Range Minimum | Hourly Control Point | Hourly Range Maximum |
|---|---|---|---|
| Accountant | $31.88 | $36.52 | $43.83 |
| Crime Prevention Specialist | $29.51 | $33.82 | $40.58 |
| IT Analyst | $27.88 | $31.95 | $38.34 |
| Office Assistant | $18.75 | $21.48 | $25.78 |
| Planning Aide | $15.48 | $17.74 | $21.29 |
| Recreation Coordinator (PT) | $29.10 | $33.34 | $40.01 |
| Recreation Leader* | $14.00 | $15.55 | $18.67 |
| Senior Recreation Leader* | $16.10 | $17.88 | $21.47 |

*Recreation Leader and Senior Recreation Leader to be adjusted as follows effective January 1, 2022 to meet State of California Minimum Wage requirements and prevent compaction:

**EFFECTIVE JANUARY 1, 2022**

| Part-Time Classifications | Hourly Range Minimum | Hourly Control Point | Hourly Range Maximum |
|---|---|---|---|
| Recreation Leader | $15.00 | $16.66 | $20.00 |
| Senior Recreation Leader | $17.25 | $19.16 | $23.00 |

**EXHIBIT B**

**City of Aliso Viejo**
**Salary Schedule**
**Effective July 1, 2021**

| Full-Time Classifications | Annual Range Minimum | Annual Control Point | Annual Range Maximum |
|---|---|---|---|
| Accountant | $67,427 | $77,264 | $92,716 |
| Accountant/Payroll | $64,217 | $73,584 | $88,301 |
| Accounting Technician | $48,247 | $55,285 | $66,342 |
| Accounting Supervisor | $92,711 | $106,235 | $127,478 |
| Administrative Secretary | $51,992 | $64,531 | $77,437 |
| Assistant Planner | $63,372 | $72,616 | $87,139 |
| Associate Engineer | $86,671 | $99,314 | $119,177 |
| Associate Planner | $74,357 | $85,203 | $102,244 |
| City Clerk | $113,460 | $130,005 | $156,007 |
| City Manager (Contract) | | | $296,214 |
| Director of Administrative Services | $148,194 | $174,147 | $208,977 |
| Director of Community Development | $148,194 | $174,147 | $208,977 |
| Director of Financial Services/City Treasurer | $148,194 | $174,147 | $208,977 |
| Director of Government Services | $148,194 | $174,147 | $208,977 |
| Director of Public Works | $148,194 | $174,147 | $208,977 |
| Director of Recreation and Community Services | $148,194 | $174,147 | $208,977 |
| Executive Assistant | $64,124 | $73,478 | $88,174 |
| Facilities Supervisor | $76,068 | $87,162 | $104,594 |
| Financial Analyst | $67,427 | $77,264 | $92,716 |
| Financial Services Manager | $107,875 | $123,611 | $148,333 |
| Human Resources Manager | $107,712 | $123,420 | $148,104 |
| IT Analyst | $58,973 | $67,583 | $81,100 |
| IT Manager | $110,727 | $131,027 | $157,232 |
| Junior Accountant | $58,379 | $66,895 | $80,274 |
| Management Analyst | $69,585 | $79,736 | $95,683 |
| Office Assistant | $39,658 | $45,443 | $54,533 |
| Office Specialist | $43,625 | $53,349 | $64,019 |
| Permit Technician | $57,735 | $66,337 | $79,605 |
| Planning Technician | $53,422 | $61,215 | $73,458 |
| Recreation Coordinator | $61,548 | $70,525 | $84,631 |
| Recreation and Community Services Manager | $102,720 | $117,704 | $141,244 |
| Recreation and Community Services Supervisor | $70,780 | $81,104 | $97,325 |
| Recreation Specialist | $43,170 | $49,467 | $59,360 |
| Secretary to the City Manager | $64,124 | $78,080 | $93,696 |
| Senior Accountant | $77,542 | $88,853 | $106,623 |
| Senior Planner | $86,525 | $99,146 | $118,975 |
| Senior Planner I | $86,525 | $108,722 | $130,466 |
| Systems Administrator | $80,845 | $94,618 | $113,541 |

**EXHIBIT B**

| Elected Officials | Monthly Compensation |
|---|---|
| Council Members (Municipal Code) | $520 |
| Mayor (Municipal Code) | $520 |

| Part-Time Classifications | Hourly Range Minimum | Hourly Control Point | Hourly Range Maximum |
|---|---|---|---|
| Accountant | $32.42 | $37.15 | $44.57 |
| Crime Prevention Specialist | $30.01 | $34.39 | $41.27 |
| IT Analyst | $28.35 | $32.49 | $38.99 |
| Office Assistant | $19.07 | $21.85 | $26.22 |
| Planning Aide | $15.74 | $18.04 | $21.65 |
| Recreation Coordinator (PT) | $29.60 | $33.90 | $40.69 |
| Recreation Leader* | $14.24 | $15.82 | $18.98 |
| Senior Recreation Leader* | $16.37 | $18.19 | $21.83 |

*Recreation Leader and Senior Recreation Leader to be adjusted as follows effective January 1, 2022 to meet State of California Minimum Wage requirements:

**EFFECTIVE JANUARY 1, 2022**

| Part-Time Classifications | Hourly Range Minimum | Hourly Control Point | Hourly Range Maximum |
|---|---|---|---|
| Recreation Leader | $15.00 | $16.66 | $20.00 |
| Senior Recreation Leader | $17.25 | $19.16 | $23.00 |

# CITY OF ALISO VIEJO

## APPROPRIATIONS LIMIT WORK SHEET

## *CITYWIDE* POPULATION CALCULATION
## 2021-2022

| | | |
|---|---|---|
| California Per Capita Income<br>% Change over Prior Year | 5.73% | |
| Population Change<br>% Change over Prior Year (City) | -1.07% | |
| Per Capita converted to a Ratio | 1.0573 | |
| Population converted to a Ratio | 0.9893 | |
| Calculation of Growth Factor | 1.0460 | |
| 2020-2021 Appropriations Limit | $45,974,884 | |
| 2021-2022 Appropriations Limit | $48,089,126 | (NOT-RECOMMENDED) |

# CITY OF ALISO VIEJO

## APPROPRIATIONS LIMIT WORK SHEET

## *COUNTYWIDE* POPULATION CALCULATION
## 2021-2022

| | | |
|---|---|---|
| California Per Capita Income<br>% Change over Prior Year | 5.73% | |
| Population Change<br>% Change over Prior Year (County) | -0.84% | |
| Per Capita converted to a Ratio | 1.0573 | |
| Population converted to a Ratio | 0.9916 | |
| Calculation of Growth Factor | 1.0484 | |
| 2020-2021 Appropriations Limit | $45,974,884 | |
| 2021-2022 Appropriations Limit | $48,200,927 | (RECOMMENDED) |

# CITY OF ALISO VIEJO

## APPROPRIATIONS LIMIT WORK SHEET

## *NON-RESIDENTIAL NEW CONSTRUCTION* CALCULATION

### 2021-2022

| | | |
|---|---|---|
| Non-Residential New Construction<br>% Change over Prior Year | -4.16% | |
| Population Change<br>% Change over Prior Year (County) | -0.84% | |
| Non-Residential new construction<br>converted to a Ratio | 0.9584 | |
| Population converted to a Ratio | 0.9916 | |
| Calculation of Growth Factor | 0.9503 | |
| 2020-2021 Appropriations Limit | $45,974,884 | |
| 2021-2022 Appropriations Limit | $43,690,090 | (NOT-RECOMMENDED) |

# CITY OF ALISO VIEJO

## ANNUAL APPROPRIATIONS LIMIT

### 2021-2022

| Fiscal Year | | Appropriations Limit | Percentage Change |
|---|---|---|---|
| 2001-2002 | Base Year | 9,700,000 | Base Yr. |
| 2002-2003 | Adjusted Base | 9,774,092 | 0.76% |
| 2003-2004 | Adjusted Base | 10,341,870 | 5.81% |
| 2004-2005 | Adjusted Base | 10,910,727 | 5.50% |
| 2004-2005 | Actual | 10,493,809 | -3.82% |
| 2005-2006 | Adjusted Base | 12,795,601 | 21.93% |
| 2006-2007 | Adjusted Base | 13,334,344 | 4.21% |
| 2007-2008 | Adjusted Base | 13,954,603 | 4.65% |
| 2008-2009 | Adjusted Base | 14,985,870 | 7.39% |
| 2009-2010 | Actual | 18,492,058 | 23.40% |
| 2010-2011 | Actual | 18,215,199 | -1.50% |
| 2011-2012 | Actual | 18,870,328 | 3.60% |
| 2012-2013 | Actual | 27,710,088 | 46.84% |
| 2013-2014 | Actual | 29,396,830 | 6.09% |
| 2014-2015 | Actual | 32,633,003 | 11.01% |
| 2015-2016 | Actual | 34,245,483 | 4.94% |
| 2016-2017 | Actual | 36,441,702 | 6.41% |
| 2017-2018 | Actual | 38,047,127 | 4.41% |
| 2018-2019 | Actual | 42,360,293 | 11.34% |
| 2019-2020 | Actual | 44,118,739 | 4.15% |
| 2020-2021 | Actual | 45,974,884 | 4.21% |
| 2021-2022 | Actual | 48,200,927 | 4.84% |

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
State Capitol ▪ Room 1145 ▪ Sacramento CA ▪ 95814-4998 ▪ www.dof.ca.gov

May 2021

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**
California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2021, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2021-22. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2021-22 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2021**.

**Please Note**: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

/s/ Erika Li

Erika Li
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2021-22 appropriation limit is:

Per Capita Personal Income

| Fiscal Year (FY) | Percentage change over prior year |
|---|---|
| 2021-22 | 5.73 |

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2021-22 appropriation limit.

**2021-22:**

Per Capita Cost of Living Change = 5.73 percent
Population Change = -0.46 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.73 + 100}{100} = 1.0573$

Population converted to a ratio: $\frac{-0.46 + 100}{100} = 0.9954$

Calculation of factor for FY 2021-22: 1.0573 x 0.9954 = 1.0524

**Attachment B**
**Annual Percent Change in Population Minus Exclusions***
**January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021**

| County<br>City | Percent Change<br>2020-2021 | --- Population Minus Exclusions ---<br>1-1-20 | <br>1-1-21 | Total Population<br>1-1-2021 |
|---|---|---|---|---|
| Orange | | | | |
| Aliso Viejo | -1.07 | 50,351 | 49,813 | 49,813 |
| Anaheim | -1.01 | 357,042 | 353,451 | 353,468 |
| Brea | -0.79 | 45,498 | 45,137 | 45,137 |
| Buena Park | -0.86 | 82,336 | 81,626 | 81,626 |
| Costa Mesa | -0.78 | 113,661 | 112,780 | 112,780 |
| Cypress | -1.07 | 49,055 | 48,531 | 48,531 |
| Dana Point | -0.83 | 33,466 | 33,189 | 33,189 |
| Fountain Valley | -0.84 | 55,419 | 54,953 | 54,953 |
| Fullerton | -1.86 | 142,070 | 139,431 | 139,431 |
| Garden Grove | -0.57 | 173,457 | 172,476 | 172,476 |
| Huntington Beach | -0.93 | 198,725 | 196,874 | 196,874 |
| Irvine | -2.31 | 277,988 | 271,564 | 271,564 |
| Laguna Beach | -0.86 | 22,690 | 22,495 | 22,495 |
| Laguna Hills | -1.03 | 31,397 | 31,073 | 31,073 |
| Laguna Niguel | 0.94 | 64,559 | 65,168 | 65,168 |
| Laguna Woods | -1.07 | 16,209 | 16,036 | 16,036 |
| La Habra | -1.04 | 63,471 | 62,808 | 62,808 |
| Lake Forest | -0.02 | 84,556 | 84,538 | 84,538 |
| La Palma | -1.06 | 15,607 | 15,442 | 15,442 |
| Los Alamitos | -0.55 | 11,602 | 11,538 | 11,538 |
| Mission Viejo | -1.06 | 95,130 | 94,119 | 94,119 |
| Newport Beach | -0.64 | 86,415 | 85,865 | 85,865 |
| Orange | -1.53 | 139,504 | 137,366 | 137,366 |
| Placentia | -0.77 | 51,569 | 51,173 | 51,173 |
| Rancho Santa Margarita | -1.08 | 48,708 | 48,183 | 48,183 |
| San Clemente | -0.73 | 64,538 | 64,065 | 64,065 |
| San Juan Capistrano | -0.78 | 36,081 | 35,801 | 35,801 |
| Santa Ana | 0.02 | 331,304 | 331,369 | 331,369 |
| Seal Beach | -1.09 | 24,683 | 24,414 | 24,443 |
| Stanton | 1.08 | 39,150 | 39,573 | 39,573 |
| Tustin | -0.62 | 80,511 | 80,009 | 80,009 |
| Villa Park | -1.07 | 5,821 | 5,759 | 5,759 |
| Westminster | -0.51 | 91,931 | 91,466 | 91,466 |
| Yorba Linda | -0.85 | 68,426 | 67,846 | 67,846 |
| Unincorporated | 0.22 | 127,510 | 127,787 | 127,787 |
| County Total | -0.84 | 3,180,440 | 3,153,718 | 3,153,764 |

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

*Assessor Department*

# Memo

**April 9, 2021**

**To:** **Frank Davies** **Auditor-Controller**

**From:** **Claude Parrish** **Assessor**

**Subject:** **Proposition 111 Assessed Valuation Factor for GANN Limit: Nonresidential New Construction**

In response to your memo request of April 1, 2021, please find attached the 2021/22 Proposition 111 Report related to non-residential new construction data.

An addition to how the Gann spending limit (Proposition 111) may be calculated was passed by the voters in June of 1990 and it amended Article XIII B of the California Constitution. It provides an alternate method for calculating the "Gann Limit" for each taxing jurisdiction. It changed the definition of "cost of living" in subdivision (e)(2) of Section 8 of Article XIII B to be either:

A) The percentage change in California per capita personal income from the preceding year, or

B) The percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

The information transmitted by this memorandum addresses the Assessor Department's assistance for item B.

Data is available and presented in this report for Roll years 2019/20 and 2020/21. We have generated by Tax Rate Area (TRA) the attached information for your use.

If you have questions, please call me or Mr. Neil Shah at (714) 834-2733.

CP:ks

Attachments: 2021/22 Proposition 111 Report, Roll Year Values and Calendar Year Nonresidential New Construction Data for Cities and County

ct: Salvador Lopez, Auditor-Controller's Office
JC Squires, Auditor-Controller's Office
Megan Vu, Auditor-Controller's Office
Margie Pham, Auditor-Controller's Office
Mark Servino, County Counsel's Office
Neil Shah, Assessor Department, Manager, Management Services

# Proposition 111 Report

| Prime TRA | Description | 2019-20 Secured Roll Column A | 2020-21 Secured Roll Column B | Non-Residential New Construction 1/1/18 - 12/31/18 Column C | Non-Residential New Construction 1/1/19 - 12/31/19 Column D |
|---|---|---|---|---|---|
| 01 | ANAHEIM | $ 50,853,681,819 | $ 53,253,297,032 | $ 454,928,759 | $ 482,118,643 |
| 02 | BREA | $ 10,757,527,992 | $ 11,236,645,746 | $ 20,941,823 | $ 9,951,708 |
| 03 | FULLERTON | $ 21,800,472,105 | $ 22,893,548,284 | $ 100,040,611 | $ 12,265,669 |
| 04 | HUNTINGTON BEACH | $ 42,171,997,619 | $ 44,006,657,457 | $ 37,914,002 | $ 12,238,988 |
| 05 | LAGUNA BEACH | $ 16,191,803,028 | $ 16,982,714,949 | $ 6,044,652 | $ 1,133,893 |
| 06 | LA HABRA | $ 7,151,308,120 | $ 7,521,421,219 | $ 8,090,558 | $ 14,618,630 |
| 07 | NEWPORT BEACH | $ 60,871,795,577 | $ 63,793,873,480 | $ 39,129,896 | $ 27,137,149 |
| 08 | ORANGE | $ 24,590,611,869 | $ 25,506,171,062 | $ 73,380,661 | $ 26,594,618 |
| 09 | PLACENTIA | $ 7,051,404,229 | $ 7,362,048,385 | $ 6,693,615 | $ 9,346,308 |
| 10 | SAN CLEMENTE | $ 17,906,887,529 | $ 18,686,644,690 | $ 3,218,396 | $ 10,986,892 |
| 11 | SANTA ANA | $ 29,278,388,490 | $ 30,676,622,812 | $ 31,800,700 | $ 21,546,086 |
| 12 | SEAL BEACH | $ 6,384,112,182 | $ 6,629,354,972 | $ 185,300 | $ 1,292,300 |
| 13 | TUSTIN | $ 14,134,978,596 | $ 14,848,363,854 | $ 61,871,776 | $ 50,181,176 |
| 14 | BUENA PARK | $ 11,010,348,679 | $ 11,499,159,772 | $ 36,366,235 | $ 21,187,183 |
| 15 | COSTA MESA | $ 21,387,393,970 | $ 22,450,415,487 | $ 26,005,757 | $ 32,005,754 |
| 16 | LA PALMA | $ 2,310,119,327 | $ 2,402,488,430 | $ 784,000 | $ 197,000 |
| 17 | STANTON | $ 3,074,342,627 | $ 3,250,835,607 | $ 2,403,130 | $ 9,690,876 |
| 18 | GARDEN GROVE | $ 17,785,310,753 | $ 18,659,400,011 | $ 531,198 | $ 4,167,122 |
| 19 | CYPRESS | $ 7,835,036,108 | $ 8,173,244,612 | $ 11,642,679 | $ 4,592,357 |
| 20 | WESTMINSTER | $ 10,051,668,836 | $ 10,530,495,989 | $ 2,387,448 | $ 7,897,538 |
| 21 | FOUNTAIN VALLEY | $ 10,333,268,800 | $ 10,729,721,061 | $ 7,416,717 | $ 13,090,580 |
| 22 | LOS ALAMITOS | $ 2,338,622,961 | $ 2,512,860,824 | $ 814,050 | $ 6,293,582 |
| 23 | SAN JUAN CAPISTRANO | $ 8,823,314,731 | $ 9,233,109,119 | $ 7,741,606 | $ 1,023,612 |
| 24 | VILLA PARK | $ 1,928,029,931 | $ 2,011,472,822 | $ - | $ - |
| 25 | YORBA LINDA | $ 16,731,314,262 | $ 17,422,603,506 | $ 15,100,280 | $ 14,398,516 |
| 26 | IRVINE | $ 85,786,641,064 | $ 91,032,293,456 | $ 403,608,397 | $ 166,937,060 |
| 27 | MISSION VIEJO | $ 18,458,388,549 | $ 19,174,024,904 | $ 34,665,897 | $ 23,366,633 |
| 28 | DANA POINT | $ 13,436,835,809 | $ 13,953,472,650 | $ 4,716,071 | $ 5,850,399 |
| 29 | LAGUNA NIGUEL | $ 16,723,776,929 | $ 17,381,630,000 | $ 680,079 | $ 8,462,721 |
| 30 | LAKE FOREST | $ 16,672,754,838 | $ 17,434,708,636 | $ 10,568,454 | $ 22,690,274 |
| 31 | LAGUNA HILLS | $ 7,396,403,099 | $ 7,666,786,182 | $ 3,767,562 | $ 3,649,968 |
| 32 | LAGUNA WOODS | $ 3,308,952,895 | $ 3,522,522,705 | $ 239,420 | $ 1,893,918 |
| 33 | RANCHO SANTA MARGARITA | $ 8,984,522,692 | $ 9,277,418,536 | $ 6,446,980 | $ 5,907,055 |
| 34 | ALISO VIEJO | $ 11,049,700,940 | $ 11,377,540,207 | $ 14,061,758 | $ 408,431 |
| 52 | ORANGE CO -ANAHEIM AREA | $ - | $ - | $ - | $ - |
| 53 | ORANGE CO - BREA OLINDA AREA | $ 240,033,391 | $ 244,379,075 | $ - | $ - |
| 54 | ORANGE CO -BUENA PARK | $ 42,313,326 | $ 43,910,738 | $ - | $ - |
| 55 | ORANGE CO. - NEWPORT MESA AREA | $ 201,198,251 | $ 222,910,925 | $ - | $ - |
| 61 | ORANGE CO -FULLERTON AREA | $ - | $ - | $ - | $ - |
| 62 | ORANGE CO -GARDEN GROVE AREA | $ 153,019,276 | $ 164,822,626 | $ - | $ - |
| 64 | ORANGE CO - HUNTINGTON BEACH | $ 55,262,458 | $ 56,283,089 | $ - | $ - |
| 66 | ORANGE CO -LAGUNA BEACH AREA | $ 2,174,681,858 | $ 2,308,079,699 | $ - | $ - |
| 67 | ORANGE CO -LA HABRA AREA | $ - | $ - | $ - | $ - |
| 68 | ORANGE CO - LOS ALAMITOS AREA | $ 2,417,020,213 | $ 2,538,558,462 | $ 615,115 | $ 510,000 |
| 70 | ORANGE CO -LOWELL JOINT | $ - | $ - | $ - | $ - |
| 71 | ORANGE CO -MAGNOLIA | $ 732,084,115 | $ 777,957,426 | $ - | $ 43,000 |
| 73 | ORANGE CO -OCEAN VIEW | $ 118,365,537 | $ 122,349,024 | $ - | $ - |
| 76 | ORANGE CO - ORANGE AREA | $ 1,850,143,171 | $ 1,936,686,163 | $ 56,300 | $ 1,366,000 |
| 80 | ORANGE CO - PLACENTIA AREA | $ 569,442,784 | $ 590,791,919 | $ - | $ - |
| 81 | ORANGE CO - IRVINE AREA | $ 51,828,712 | $ 53,917,743 | $ 275,000 | $ 923,185 |
| 82 | ORANGE CO - CAPISTRANO AREA | $ 15,545,459,127 | $ 16,207,268,959 | $ 4,718,348 | $ 3,853,000 |
| 83 | ORANGE CO - SANTA ANA AREA | $ 282,521,890 | $ 265,695,773 | $ 293,646 | $ - |
| 84 | ORANGE CO -SAVANNA | $ - | $ - | $ - | $ - |
| 88 | ORANGE CO - SADDLEBACK VALLEY | $ 609,907,145 | $ 627,195,454 | $ - | $ - |
| 89 | ORANGE CO - TUSTIN AREA | $ 6,057,554,766 | $ 6,342,647,591 | $ 257,000 | $ - |
| 91 | ORANGE CO - WESTMINSTER AREA | $ 593,942,655 | $ 635,505,355 | $ - | $ 9,000 |
| | Unspecified | $ 83,500 | $ - | $ - | $ - |
| **COUNTY TOTALS** | | $636,266,579,130 | $666,232,528,479 | $ 1,440,403,876 | $ 1,039,826,824 |

**RESOLUTION No. 2021-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, SETTING THE PROPOSITION 4 (GANN) APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021-2022 FOR THE CITY OF ALISO VIEJO**

**WHEREAS**, Article X111B of the Constitution of the State of California (enacted with the passage of Proposition 4 in 1979 and modified with the passage of Proposition 111 in 1990), provides that the total annual appropriations limit of such entity for the prior year be adjusted for changes in the non-residential assessed valuation or the percentage change in the California Per Capita Income and population except as otherwise specifically provided for in said Article; and

**WHEREAS**, Section 7910 of the Government Code provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following fiscal year pursuant to Article X111B at a regularly scheduled meeting or a noticed special meeting. Prior to such meeting, documentation used in the determination of the appropriation limit shall be available to the public; and

**WHEREAS**, Proposition 111 as approved by the voters of the State of California, revised the method for calculating the Gann Spending Limit. It also requires a recorded vote of the City Council regarding which of the annual adjustment factors have been selected each year; and

**WHEREAS**, the County of Orange, Local Agency Formation Commission (LAFCO), established the appropriations limit for the newly incorporated City; and

**WHEREAS**, the City Council of the City of Aliso Viejo wishes to establish the appropriation limit for Fiscal Year 2021-2022 for the City of Aliso Viejo.

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

Section 1. That it is hereby found and determined that the documentation used in the determination of the appropriations limit for the City of Aliso Viejo for fiscal year 2021-2022 was available to the public in City offices of said City at least fifteen days prior to this date.

Section 2. That pursuant to the provisions of Section 56812(b) of the California Government Code, a measure concerning the establishment of the permanent appropriations limit for the City of Aliso Viejo was submitted and approved at the General Municipal election held in the City of Aliso Viejo on November 2, 2004.

Section 3. That the factors recommended are the percentage change in the California per capita personal income of 5.73% and the percentage change in the population growth for the County in the amount of -0.84%.

Section 4. That the Appropriations Limit for the City of Aliso Viejo is established in accordance with the California Government Code and is $48,200,927.

Section 5. That the Mayor of the City of Aliso Viejo shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 2nd day of June 2021.

_____
Tiffany Ackley
Mayor

ATTEST:

_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Scott C. Smith
City Attorney

STATE OF CALIFORNIA )
COUNTY OF ORANGE ) ss.
CITY OF ALISO VIEJO )

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2021-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 2nd day of June, 2021, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

# City of Aliso Viejo
***AGENDA ITEM***

DATE: June 2, 2021

TO: Mayor and City Council

FROM: Mike Munzing, Councilmember

SUBJECT: RESOLUTION CONDEMNING TERRORIST ATTACKS ON ISRAEL AND AFFIRMING SUPPORT FOR COMBATTING ANTI-SEMITISM

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**Recommended Action:**

That the City Council review and approve a Resolution Condemning Terrorist Attacks on Israel and Affirming Support for Combatting Anti-Semitism.

**Discussion:**

Once again, Israel has been suffering from unprovoked missile attacks from Hamas terrorists. As Israel is one of America's closest allies in the world and as their response has been restrained to the extreme, and as Jewish individuals and communities, around our country, are once again feeling the pain of Anti-Semitism. Attacks on our friends in the Jewish community are increasing daily and this needs to be addressed and we need to assure our Jewish residents that we stand with them and they have our unyielding support.

**Attachment:**

1. Resolution Condemning Terrorist Attacks on Israel and Affirming Support for Combatting Anti-Semitism

**Resolution Condemning Terrorist Attacks on Israel and Affirming Support for Combatting Anti-Semitism**

WHEREAS, On Monday, May 10, 2021, Hamas terrorists launched rocket attacks on Israel which targeted civilian population centers including Israel's capital, Jerusalem; and

WHEREAS, Over 10 days, between May 10 and May 21, more than 4,360 rockets were fired at Israel from Gaza, 13 Israeli's were killed from rocket fire and many injured, and 680 of those rockets misfired in Gaza killing and injuring residents of Gaza; and

WHEREAS, Israel is a strong ally of the United States and the City of Aliso stands with Israel; the attacks on May 11, 2021 were an attack on democracy; and

WHEREAS, Israel was officially declared an independent nation on May 14, 1948, in fulfillment of the eternal desire of the Jewish people to return to the land of the historic Kingdom of Israel established 3,000 years ago and to the holy city of Jerusalem; and

WHEREAS, The State of Israel was re-born out of the ashes of the Holocaust and World War II where the death of six million Jews did not eliminate the will of a people to seek dignity in life and a place of SAFETY, Self-determination, respect and recognition among the people of the civilized world; and

WHEREAS, Israel, since its inception, when the combined forces of five Arab nations invaded to destroy the dream of the Jewish people, continues to face the hostility and anti-Semitism, and frequently through the years of its statehood, the armed aggression, of its neighbors; and

WHEREAS, despite these conflicts, in the 73 years since its establishment, the modern State of Israel has rebuilt a nation, forged a new and dynamic society, created a unique and vital economic, political, cultural and intellectual life FOR ALL ITS INHABITANTS despite the heavy cost Of EIGHT wars, terrorism, international racism and economic boycotts; and

WHEREAS, Israel continues to strive for peace with security and dignity for itself, its neighbors and throughout the world; and

WHEREAS, The City of Aliso Viejo stands with Israel as a strong and trusted ally of the United States; now, therefore, be it

RESOLVED, That the City of Aliso Viejo condemns the acts of terrorism committed by Hamas against the people of the State of Israel, supports Israel's efforts of self-defense and collective security against external forces, and affirms support for policies and initiatives combatting anti-Semitic behavior within the City and around the world.

| | |
|---|---|
| Tiffany Ackley<br>Mayor | Ross Chun<br>Mayor Pro Tem |

| | | |
|---|---|---|
| David Harrington<br>Councilmember | Richard Hurt<br>Councilmember | Mike Munzing<br>Councilmember |

CC: Patricia Bates, State Senator, via email to Erik.Weigand@sen.ca.gov
Laurie Davies, State Assemblywoman, via email to Laurie.Davies@asm.ca.gov
Bruce Channing, ACC-OC Executive Director, via email to bchanning@accoc.org
Tony Cardenas, League of California Cities, Public Affairs Regional Manager Orange County Division, via email to TCardenas@cacities.org

# City of Aliso Viejo
*Agenda Item*

DATE: June 2, 2021

TO: Mayor and City Council

FROM: DAVID HARRINGTON, CITY COUNCIL

SUBJECT: DISCUSSION RE: RE-ORDER OF COUNCIL POSITIONS

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**Recommendation:**

Re-order the leadership of the City Council as it applies to Mayor and Mayor Pro-Tem.

**Fiscal Impact:**

NONE

**Background:**

In April of 2021, Councilman D. Harrington was asked to sponsor the Orange County Young Republicans and be the guest speaker at their May 24 meeting. Councilman Harrington agreed and asked if they would like a tour of the Aliso Viejo Ranch. The OCYR agreed to the tour and to have their meeting AFTER the tour at Councilman Harrington's residence. Councilman Harrington notified City Manager Dave Doyle that a group of college students wanted a tour of the AV Ranch and would he be willing to give the college students a tour. Councilman Harrington did NOT advise the City Manager the group was a political group so as to not trigger any conflict with the tour being a political event, a campaign event or any other prohibited use of the Ranch. The tour of the AV Ranch was just that, a tour for students. The meeting of the OCYR was held at the private residence of Councilman Harrington following the tour and was not in any way related to the tour. Councilman Harrington and Councilman Munzing attended the tour and apparently Councilman Chun was invited but did not attend. During the tour, there was NO political discussions and no campaign discussions, it was for all intents and purposes a tour of the Ranch.

On Sunday, May 16, Councilman Harrington was notified a flier had been posted using the City of Aliso Viejo seal along with a photo of the City Manager (Doyle) advertising the OCYR meeting. Councilman Harrington was unaware such a flier had been produced or disseminated, had no participation or input in it's production and did not authorize ANYONE to produce said flier. Upon being notified of the flier, Councilman

Harrington immediately began contacting members of the OCYR to inform them to immediately cease using the City Seal and the image of the City Manager. On May 16, the same day of notification, the flier was in fact changed with the seal removed and the image of the City Manager removed. OCYR apologized for the flier.

On May 24, the tour of the Ranch was conducted by the City Manager. Approximately 15 students attended the tour along with Councilman Munzing and Councilman Harrington. Following the tour, the students left the Ranch and proceeded to Councilman Harrington's residence. Councilman Harrington discussed the importance of local government and the responsibilities of government with the group. At one point, one of the attendees informed Councilman Harrington there was a "crazy woman in front of your house taking video of females leaving the event asking if they were leaving the 'Republican event.'"

Councilman Harrington immediately went out to the front of the residence and there was Councilwoman Tiffany Ackley, the current Mayor, standing outside of her vehicle with her children in the backseat, visible through the open door of her vehicle. Councilman Harrington asked Ackley if her phone worked. She said "yes." Councilman Harrington asked Ackley why she did not just call him if she had a concern and she said, "I want to know if the City Manager is here (at my residence)." Councilman Harrington said he was not and she said, "His car is here," pointing to a much newer model of the vehicle driven by the City Manager (not the older model of the vehicle actually driven by the City Manager). Councilman Harrington advised her among other things it was a disgrace and disgusting she would show up at his residence, accost females leaving the event, asking them if they belonged to a particular political party and either pretending to video them with her cell phone or actually video taping them with her cell phone. Ackley was defiant saying, "I'm here." Councilman Harrington responded, "How dare you come to my house, how dare you." Ackley said, "I'm here." Again, the entire time of this incident, Ackley's young children were in the backseat of her vehicle with the door open. Councilman Harrington returned to his guests and thankfully Ackley left prior to Mrs. Harrington coming outside.

**Discussion:**

This is an interesting time in the United States of America. Politics, unfortunately, invades every aspect of our lives. Anyone who has been paying attention can see this infestation in science and education and health care. We electeds have a unique place in society, we can either fan the flames of partisanship and political hackery, OR, we can find ways to bridge the gap, teach the younger generation of students and potential leaders a better way. Councilman Harrington has gone out of his way to assist Ackley including helping her write her recent anti-hate resolution, serving with her on the Economic Development Ad Hoc and many other issues. City Councilmembers need to put the City First, not their political affiliation, they need to demonstrate a mature and reasoned disposition as an example to the citizens who have entrusted a great deal of trust in them. Ackley could have simply called Councilman Harrington and discussed the

matter with him, she could have asked to go on the tour or better yet, in an attempt at detente, she could have asked to attend the tour and/or the meeting. What a wonderful example to younger people, who look to US for guidance and direction, as to how adults elected to office should act. Instead, Ackley chose a juvenile approach, one of bullying and accosting young women who were trying to learn about local government. This behavior exhibited by Ackley is unacceptable and not deserving of the office she holds, it is despicable, reprehensible and cannot be tolerated any longer.

It is my firm belief and opinion Ackley should no longer continue in the role as Mayor of Aliso Viejo. This Council should not tolerate such abhorrent behavior. Mayor Pro Tem Ross Chun should immediately assume the role of Mayor with Councilman Richard Hurt assuming the role of Mayor Pro Tem. In December of 2021, barring any other changes, we can reassess the roles of the Council.