AGENDA
ALISO VIEJO CITY COUNCIL
WEDNESDAY, FEBRUARY 19, 2020
7:00 PM REGULAR MEETING
City Hall
Council Chambers
12 Journey
Aliso Viejo, CA

Mayor Mike Munzing
Mayor Pro Tem Tiffany Ackley
Councilmember Ross Chun
Councilmember David C. Harrington
Councilmember William A. Phillips

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:
   1.1. FEATURED BUSINESS OF THE MONTH – AZARIAN GYMNASICS
   1.2. RECOGNITION OF OCFA FIRE EXPLORER OF THE YEAR JOSHUA BO BATESON
   1.3. RECOGNITION OF SAMURAI BASEBALL 8U - 2019 IRVINE PONY CHAMPIONS
   1.4. RECOGNITION OF SAMURAI BASEBALL 10U - 2019 CALIFORNIA COMPETITIVE YOUTH BASEBALL (CCYB) CHAMPIONS

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

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

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS
    Recommended Action: Approve the reading by title only of all ordinances and resolutions wherein the titles appear on the public agenda; said titles shall be determined to have been read by title, and further reading is waived.
4.2.  APPROVAL OF MINUTES – FEBRUARY 5, 2020 REGULAR MEETING  
**Recommended Action:** Approve the subject Minutes as submitted. 
Draft Minutes - February 5, 2020 Regular Meeting

4.3.  ACCOUNTS PAYABLE  
**Recommended Action:**  
1. Ratify accounts payable checks and electronic funds transfers issued January 23, 2020 in the amount of $92,498.55 and  
2. Ratify accounts payable checks and electronic funds transfers issued January 30, 2020 in the amount of $854,254.47  
Staff Report  
Attachment 1 - Accounts Payable Report

4.4.  AGREEMENT BETWEEN ALISO VIEJO COMMUNITY ASSOCIATION (AVCA) AND CITY FOR REIMBURSEMENT OF LAW ENFORCEMENT COSTS ASSOCIATED WITH AVCA SPECIAL EVENTS  
**Recommended Action:**  
1. Approve agreement between Aliso Viejo Community Association (AVCA) and City for reimbursement of Law Enforcement costs associated with AVCA Special Events; and  
2. Authorize City Manager to execute agreement.  
Staff Report  
Attachment 1 - Letter Agreement  
Exhibit A - AVCA EVENTS  
Exhibit B - Estimated Staffing Schedule

5.  PUBLIC HEARINGS:  

5.1.  REQUEST TO APPROVE PLANNING APPLICATION PA19-041 (CUP) FOR A CONDITIONAL USE PERMIT TO ALLOW A CHURCH, TEMPLE, OR OTHER PLACE OF WORSHIP USE TYPE IN THEATER AUDITORIUMS 19 AND 20 OF THE EXISTING MOVIE STADIUM LOCATED AT 26701 ALISO CREEK ROAD  
**Recommended Action:**  
1. Conduct a public hearing;  
2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301; and  
3. Adopt a Resolution approving PA19-041 to permit a conditional use permit (CUP) to allow a church, temple, or other place of worship use type in theater auditoriums 19 and 20 of the existing movie stadium located at 26701 Aliso Creek Rd.  
Staff Report  
Attachment 1 - Resolution  
Attachment 2 - Project Description  
Attachment 3 - Project Plan  
Attachment 4 - License Agreement  
Attachment 5 - PowerPoint Presentation
6. **DISCUSSION:**

6.1. **AMENDMENT TO PUBLIC AGENCY RETIREMENT SYSTEM (PARS) DEFINED CONTRIBUTION PLAN**

**Recommended Action:** Approve the Amendment to the City of Aliso Viejo Public Agency Retirement System (PARS) Defined Contribution Plan which amends the Plan effective March 1, 2020.

**Staff Report**

Attachment 1 - Amendment to PARS Plan

7. **CITY MANAGER’S REPORT:**

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

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is March 4, 2020.
CALL TO ORDER: Mayor Munzing 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 MIKE MUNZING
MAYOR PRO TEM TIFFANY ACKLEY
COUNCILMEMBER ROSS CHUN
COUNCILMEMBER DAVID C. HARRINGTON
COUNCILMEMBER WILLIAM A. PHILLIPS

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
HONGDAO NGUYEN, ASSISTANT CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
GINA THARANI, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
OMAR DADABHOY, COMMUNITY DEVELOPMENT DIRECTOR
SENIOR PLANNER, ERICA ROESS
STEPHANIE PHILLIPS, COMMUNITY SERVICES MANAGER
JASMINE BROWN, RECREATION COORDINATOR
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
SEA SHELTON, HUMAN RESOURCES MANAGER
LT. CHAD KAIFASZ, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Boy Scout Samuel Benjamin led the pledge of allegiance.

1. SPECIAL PRESENTATIONS:

1.1. SUMMER CAMP VIDEO PRESENTATION

Recreation Coordinator Jasmine Brown provided an overview of the 2020 Summer Camp offerings and introduced a video. Councilmembers commented on the matter.
1.2. ORANGE COUNTY FIRE AUTHORITY BUDGET PRESENTATION BY LORI ZELLER, DEPUTY CHIEF – ADMINISTRATION & SUPPORT BUREAU

City Manager David Doyle introduced OCFA Deputy Chief of Administration & Support Bureau Lori Zeller who provided the presentation.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

City Manager David Doyle added the introduction of Sea Shelton, Human Resources Manager. Councilmembers welcomed Ms. Shelton.

3. COMMUNITY INPUT:

None.

4. CONSENT CALENDAR:

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

Motion: Mayor Pro Tem Ackley moved and Councilmember Phillips seconded to approve the recommended actions. Motion carried unanimously.

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 – JANUARY 15, 2020 SPECIAL MEETING AND JANUARY 15, 2020 REGULAR MEETING

Recommended Action: Approved the subject Minutes as submitted.

4.3. ACCOUNTS PAYABLE

Recommended Action:
1. Ratify accounts payable checks and electronic funds transfers issued January 02, 2020 in the amount of $56,416.22;
2. Ratify accounts payable checks and electronic funds transfers issued January 09, 2020 in the amount of $349,990.74; and
3. Ratify accounts payable checks and electronic funds transfers issued January 16, 2020 in the amount of $1,032,721.59.
4.4. TreaSuRer’S StaTeMeNT – deCemBeR 2019

Financial Services Director Gina Tharani responded to questions regarding disbursements.

Recommended Action: Approve December 2019 Treasurer’s Statement.

4.5. SeConD aMendMeNT TO THE aUdITING SERViceS aGReEMENT wITh ROGERS, aNdERSON, MALODY & SCOTT, LLP.

Recommended Action:
1. Approve the Second Amendment to the auditing services contract; and
2. Authorize the City Manager to execute the agreement.

4.6. aWARD cONTRACT TO CONSERVE LANDCARE FOR THE AlISO vIEJO MEDIAN LANDSCAPE IMPROVEMENT PROJECT

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

Recommended Action:
1. 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);
2. Approve Contract Documents and Specifications for the Aliso Viejo Median Landscape Improvement Project;
3. Award a contract in the amount of $780,550.00 to Conserve LandCare as the lowest responsible bidder for the Aliso Viejo Median Landscape Improvement Project;
4. Authorize the City Manager to execute a contract with Conserve LandCare;
5. Authorize the appropriation $157,000.00 in unreserved gas tax funds; and
6. Authorize City staff to make total compensation to Conserve LandCare up to $780,550.00 plus $78,055 (10% of the contract amount) to allow for contingencies, totaling $858,605.00.

Motion: Mayor Pro Tem Ackley moved and Councilmember Harrington seconded to approve the recommended actions. Motion carried unanimously.

4.7. aGReEMENT FOR ENTERPRISE LAND MANAGEMENT SYSTEM SELECTION AND IMPLEMENTATION SERVICES

City Manager David Doyle and Community Development Director Omar Dadabhoy responded to questions regarding purpose of software and agreement terms.
Recommended Action:
1. Approve a professional services agreement with Go Live Technology, Inc for $124,000 for Enterprise Land Management (ELM) system implementation services; and
2. Authorize the City Manager to execute the agreement.

Motion: Councilmember Harrington moved and Councilmember Phillips seconded to approve the recommended actions. Motion carried unanimously.

4.8. 4TH OF JULY BIKE PARADE & CELEBRATION

Recommended Action:
1. Authorize City staff to host the 4th of July Bike Parade & Celebration for 2020 with the support of a community committee; and
2. Approve appropriations of general fund monies in the amount $12,000 for the 4th of July Bike Parade & Celebration.

5. PUBLIC HEARINGS:

5.1. PLANNING APPLICATION PA19-036 (EXT) – A REQUEST FOR A SECOND, ONE-YEAR EXTENSION FOR PLANNING APPLICATION PA15-030 (SDP/EP) FOR THE PROPERTIES LOCATED AT 1 AND 6 POLARIS WAY

City Manager David Doyle introduced Senior Planner Erica Roess who provided the staff report. Staff responded to questions regarding parking structure, extension regulations and trees. Applicant Ben Shaffer provided additional information regarding the project. Mayor Munzing opened the public hearing. There were no speakers. Mayor Munzing closed the public hearing. Councilmembers commented on the matter.

Recommended Action:
1. Conduct a public hearing;
2. Make a determination that the environmental effects of the project have been previously assessed in conjunction with the Mitigated Negative Declaration (State Clearinghouse #2016041066); and that under State CEQA Guidelines, Section 15162, no further environmental review is required for the proposed second, one-year extension to Planning Application PA15-030 (SDP/EP); and
3. Adopt Resolution No. 2020-03 approving a second, one-year extension to Planning Application PA15-030 (SDP/EP) for the properties located at 1 and 6 Polaris Way.

Motion: Councilmember Harrington moved and Councilmember Phillips seconded to approve the recommended actions. Motion carried unanimously.
6. DISCUSSION:

6.1. SUMMER CAMP SCHOLARSHIPS

City Manager David Doyle introduced Recreation & Community Services Manager Stephanie Phillips who provided the staff report. Staff responded to questions regarding funding and business support. Councilmembers commented on the matter.

**Recommended Action:** Discuss and approve the proposed Summer Camp Scholarship program.

**Motion:** Councilmember Harrington moved and Mayor Pro Tem Ackley seconded to approve the recommended action, as amended to provide up to three scholarships per week totaling up to $6,000. Motion carried unanimously.

6.2. MID-YEAR BUDGET UPDATE

City Manager David Doyle introduced Financial Services Director Gina Tharani who provided the staff report. Staff responded to questions regarding federal funding opportunities, development impact fee appropriations, revenue projections, training funds, gas tax, facilit. Councilmembers commented on the matter.

**Recommended Action:** Adopt the recommended Mid-Year Budget for Fiscal Year 2019-20.

**Motion:** Councilmember Harrington moved and Councilmember Phillips seconded to approve the recommended action. Motion carried unanimously.

7. CITY MANAGER’ S REPORT:

City Manager David Doyle commented on the progress of the Aliso Viejo Ranch construction project; announced registration for Summer Camps; YWCA of North Orange County mammogram screening to be held from 8:00 a.m. to 11:45 a.m. on February 22, 2020 at the Iglesia Park Community Center; Aquatic Center Open House to be held from 1:00 p.m. to 3:00 p.m. on February 29, 2020; encouraged residents to follow the City on Facebook, Twitter, Instagram and Nextdoor; and provided Aliso Viejo Ranch construction update.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Chun:
- Attended Southern California Edison Government Advisory Panel
- Attended Orange County Mosquito and Vector Control District Meeting
- Attended Aliso Niguel High School concert
- Attended appropriations briefing by U.S. Congressman Harley Rouda
- Attended Brave Race 5K and Joyful Child Fun Run
- Attended League of California Cities Transportation, Communication & Public Works Policy Committee Meeting
- Attended Boys & Girls Club of Capistrano Valley Youth of the Year
- Attended Capistrano Unified School District Innovation Showcase
- Requested bike safety information related to 4th of July Bike Parade & Celebration
- Attended League of California Cities OC Division General Membership Meeting

Councilmember Phillips:
- Expressed appreciation for staff’s efforts in getting sidewalks replaced
- Commented on diseased trees
- Submitted in writing:
  - Attended Orange County Library Advisory Board Meeting
  - Attended Boys & Girls Club of Capistrano Valley Youth of the Year
  - Attended Brave Race 5K and Joyful Child Fun Run
  - Attended Aliso Viejo Girls Softball Opening Day

Councilmember Harrington:
- Submitted in writing:
  - Attended ACC-OC Legislative and Regulatory Committee Meeting
  - Participated in ACC-OC Executive Committee Conference Call
  - Attached OCFA Board of Directors Meeting
  - Attended ACC-OC Sacramento Advocacy Trip

Mayor Pro Tem Ackley:
- Proposed use of organic pesticides and herbicides in City parks
- Commented on March 3, 2020 Election
- Wished Mayor Munzing well in upcoming medical procedure

Mayor Munzing:
- Submitted in writing:
  - Attended TCA Committee Meetings
  - Attended Aliso Viejo Chamber of Commerce After Hours
  - Attended South Orange County Economic Coalition Membership Meeting
  - Attended Brave Race 5K and Joyful Child Fun Run
  - Attended South Orange County Association of Mayors Breakfast

9. **ADJOURNMENT:** Mayor Munzing adjourned the meeting at 8:43 p.m. to the regularly scheduled meeting of February 19, 2020.
Respectfully submitted:  

MITZI ORTIZ, MMC  
CITY CLERK

Approved by:  

MIKE MUNZING  
MAYOR
Recommended Action(s):

1. Ratify accounts payable checks and electronic funds transfers issued January 23, 2020 in the amount of $92,498.55 and
2. Ratify accounts payable checks and electronic funds transfers issued January 30, 2020 in the amount of $854,254.47

Fiscal Impact:

Expenditures in the amount of $946,753.02

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 January 23, 2020 through January 30, 2020 for $946,753.02 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 01/23/2020

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### General Fund Total

**General Fund Total:** 43,105.41

**Non-Departmental Total:** 3,854.08

**Gen. FD-City Hall Total:** 3,854.08

**Recreation Services Total:** 10.46
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## Accounts Payable

01/30/2020

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**City Council Total:** 221.05
**City Manager Total:** 59.21
**Human Resources Total:** 175.00
**City Clerk Total:** 115.75
**Finance Total:** 4,109.53
**Information Technology Total:** 536.10
**Non-Departmental Total:** 744.13
**C. S. Administration Total:** 15,895.00
**Iglesia Park Total:** 4,148.76
**Iglesia Building Total:** 460.00
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<td><strong>CODE ENFORCEMENT TOTAL:</strong></td>
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<td><strong>ENGINEERING (GENERAL) TOTAL:</strong></td>
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<td><strong>CRIME PREVENTION TOTAL:</strong></td>
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<td><strong>GENERAL FUND TOTAL:</strong></td>
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<td><strong>RECREATION SERVICES TOTAL:</strong></td>
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<td><strong>GF-AV RECREATION SERVICES TOTAL:</strong></td>
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<td><strong>GAS TAX TOTAL:</strong></td>
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**TOTALS:**

- **Planning:** 81.48
- **Building:** 45,051.34
- **Code Enforcement:** 6,573.55
- **Engineering (General):** 27,570.85
- **Street Maintenance:** 9,227.05
- **Law Enforcement-Other:** 5,101.91
- **Crime Prevention:** 47.39
- **EOC:** 40.04
- **General Fund:** 119,908.14
- **Non-Departmental:** 2,294.29
- **Government Buildings:** 4,100.00
- **General Fund-City Hall:** 6,394.29
- **Recreation Services:** 184.18
- **GF-AV Recreation Services:** 184.18
- **Gas Tax:** 1,106.78

---

**Notes:**
- Various vendors and descriptions indicating different services and costs, with totals provided at the end of each section.
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<tr>
<th>Vendor Name</th>
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<td>NIEVES LANDSCAPE INC</td>
<td>STREETS &amp; HIGHWAYS TOTAL:</td>
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<td>CTI AMIT CORP.</td>
<td>CAPITAL IMPROVEMENTS TOTAL:</td>
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<td>ARC DOCUMENT SOLUTIONS</td>
<td>#91-DF-SWRCB ANNUAL PERMIT FEE</td>
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<td>ARC DOCUMENT SOLUTIONS</td>
<td>DRAINAGE IMPROVEMENTS TOTAL:</td>
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<td>CHARLES ABBOTT ASSOC INC</td>
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**311 - STREET IMPROVEMENTS**

**STREETS & HIGHWAYS**

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**331 - CAPITAL IMPROVEMENTS**

**CAPITAL IMPROVEMENTS**

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**332 - STORM WATER**

**DRAINAGE IMPROVEMENTS**

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**340 - COP-CERTIFICATE OF PARTICIPATION**

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**711 - DEPOSIT ACCOUNTS FUND**

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<td>D AND H BUILDING SYSTEMS INC</td>
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<td>P#19-1385-REFUND-THOMAS DVORAK</td>
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<td>DBAC INC.</td>
<td>P#19-1439-REFUND-DBAC INC</td>
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**DEPOSIT ACCOUNTS FUND TOTAL:** 38,975.30

**GRAND TOTAL:** 854,254.47
Recommended Action(s):

1. Approve agreement between Aliso Viejo Community Association (AVCA) and City for reimbursement of Law Enforcement costs associated with AVCA Special Events; and

2. Authorize City Manager to execute agreement.

Fiscal Impact:

The proposed agreement between the City and AVCA will reimburse the City for all direct costs associated with providing enhanced police services at various AVCA events throughout the year. It is anticipated that the cost of these services to be reimbursed is approximately $15,630.

Discussion:

The Aliso Viejo Community Association (AVCA) conducts various events in the City throughout the year including the Fall Harvest Festival, 4th of July Community Celebration and Fireworks, and Spring Celebration. Recent events around the country have shown that community events with public attendees can be a potential target for domestic terrorism or other public safety hazards.

AVCA and the City recognize that while the City is one of the safest communities in the country, it is prudent to minimize the future risk of any and all public safety threats if possible. As such, the City and AVCA have discussed the presence of additional Orange County Sheriff’s Department (OCSD) personnel at various community events.
AVCA has agreed to reimburse the City for direct costs associated with additional law enforcement presence at special events. The City will provide a supplemental bill, generated by OCSD, to AVCA identifying the additional law enforcement personnel costs.

If approved by Council, the first event said services will be provided is the Spring Celebration.

**Attachment(s):**

1. Agreement
2. Exhibit A – AVCA Events
3. Exhibit B – Estimated Staffing Schedule
February 12, 2020

Marilyn Smith
Aliso Viejo Community Association
95 Argonaut, Suite 190
Aliso Viejo, CA 92656

Re: Letter of Agreement re Reimbursement of Orange County Sheriff’s Department Costs for Aliso Viejo Community Association Events

Dear Ms. Smith:

The Aliso Viejo Community Association (“AVCA”) has requested the presence of Orange County Sheriff’s Department (“OCSD”) deputies at specified AVCA events, as described in the attached Exhibit “A,” which is incorporated herein by reference (“AVCA Events”). The City of Aliso Viejo (“City”) wishes to facilitate AVCA’s request for OCSD services at AVCA Events, subject to the terms and conditions of this Letter of Agreement (“Agreement”). Once executed by AVCA and the City (collectively the “Parties” and each individually a “Party”), this Agreement shall govern the Parties’ responsibilities and obligations with respect to OCSD’s presence at AVCA Events and AVCA’s reimbursement to the City for such OCSD services.

AVCA agrees to coordinate the presence of OCSD deputies at AVCA Events, including the cost of each event, in accordance with the estimated staffing schedule in the attached Exhibit “B,” which is incorporated herein by reference. The Parties acknowledge and agree that the cost of each AVCA Event may differ depending on, among other things, OCSD personnel available to work an AVCA Event, and AVCA shall reimburse the City for actual costs incurred for providing the requested OCSD services. Moreover, annually, on the anniversary date of this Agreement, including the initial term and any extensions thereof, OCSD rates shall be increased by the CPI for the preceding 12 months. The term “CPI,” as used herein, shall mean the Consumer Price Index All Urban Consumers for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Labor Statistics. Such CPI increase is intended to pay for OCSD’s annual rate adjustments, as charged to the City, and not for the City to make any profit on this Agreement.

Upon receiving a supplemental invoice from OCSD for an AVCA event, the City shall pay the charges and forward the invoice to AVCA within seven (7) calendar days of the City’s receipt of the invoice. Upon receiving a copy of an OCSD invoice from the City, AVCA shall have fourteen (14) calendar days to reimburse the City for the full amount of the invoice.

The term of this Agreement shall be for five (5) years, which may be extended for two additional five (5) year terms upon the mutual written consent of the Parties. Notwithstanding the foregoing, either Party may terminate this Agreement, at any time, with or without cause, by providing five (5) calendar days’ written notice to the other Party. In the event that this Agreement is terminated, AVCA shall reimburse the City for all AVCA-related OCSD invoices.
incurred prior to termination of this Agreement.

As a condition precedent to this Agreement, AVCA shall provide proof to the City that it carries Commercial General Liability insurance with coverage at least as broad as Insurance Services Office “occurrence” Form CG 0001 in the amount of $1,000,000, and $2,000,000 in the general aggregate, and Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 in the amount of $1,000,000. The City, its officials, officers, employees, agents and volunteers shall be named as additional insureds with regard to liability and defense of suits or claims arising out of any AVCA Event and/or the performance of this Agreement. Additional Insured Endorsements shall not (1) be restricted to ongoing operations; (2) exclude contractual liability; (3) restrict coverage to sole liability of AVCA; or (4) contain any other exclusions contrary to this Agreement. If the existing policies do not meet these insurance requirements, AVCA agrees to amend, supplement or endorse the policies to do so. AVCA shall also provide proof of workers’ compensation coverage 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. AVCA shall waive all subrogation rights against the indemnified parties identified below. Each 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.

To the fullest extent permitted by law, AVCA shall defend, indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of AVCA, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of this Agreement, each AVCA Event, and/or OCSD’s presence and operations at any and all AVCA Events, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. AVCA’s obligations hereunder shall survive termination of this Agreement and shall not be restricted to any insurance proceeds, if any, received by AVCA or the City.

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

This Agreement constitutes the entire Agreement between the Parties regarding the subject matter of this Agreement, superseding all other Agreements or understandings, whether written or oral. This Agreement may not be modified or amended except in writing signed by the Parties.

If you agree with the terms of this Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Agreement is enclosed for your records.
IN WITNESS WHEREOF, the parties have executed this Letter of Agreement for Reimbursement of Orange County Sheriff’s Department Costs for Aliso Viejo Community Association Events on this ____ day of __________, 2020.

CITY OF ALISO VIEJO

By: ________________________________
   David Doyle
   City Manager

ALISO VIEJO COMMUNITY ASSOCIATION

By: ________________________________
   [INSERT NAME AND TITLE]

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

ATTEST:

By: ________________________________
   Mitzi Ortiz, MMC
   City Clerk

By: ________________________________
   [INSERT NAME AND 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
EXHIBIT “A”

AVCA EVENTS
EXHIBIT B

ESTIMATED STAFFING SCHEDULE
<table>
<thead>
<tr>
<th>Event:</th>
<th>AVCA Spring Celebration &amp; Pancake Breakfast</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9:00 am – 11:30 am</td>
</tr>
<tr>
<td>Number Attending:</td>
<td>1,000 – 1,500 people</td>
</tr>
<tr>
<td>Event Includes:</td>
<td>Community Booths, Egg Hunts, Pancake Breakfast, Balloon Twisters, Face Painting, Bubble Activities, and Photos with Peter Rabbit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event:</th>
<th>AVCA Summer Concerts (5 events per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5:30 pm – 7:30 pm</td>
</tr>
<tr>
<td>Number Attending:</td>
<td>1,500 – 2,000 people</td>
</tr>
<tr>
<td>Event Includes:</td>
<td>Live Music, Community Booths, Food Trucks, Opportunity Drawing, and Face Painting</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event:</th>
<th>AVCA Movie Nights (4 events per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6:00 pm – 10:00 pm</td>
</tr>
<tr>
<td>Number Attending:</td>
<td>500 – 800 people</td>
</tr>
<tr>
<td>Event Includes:</td>
<td>Movie Showing, Community Booths, Food Trucks, Opportunity Drawing, Face Painting, and Bubble Activities</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event:</th>
<th>AVCA July 4th Celebration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6:00 pm – 9:30 pm</td>
</tr>
<tr>
<td>Number Attending:</td>
<td>6,500 - 7,000 people</td>
</tr>
<tr>
<td>Event Includes:</td>
<td>Fireworks, Live Music, Community Booths, Food Trucks, Face Painting, Balloon Twisters, Airbrush Tattoo Artists, and Carnival Games</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event:</th>
<th>AVCA Fall Harvest Festival &amp; Hot Dog BBQ</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10:00 am – 12:00 pm</td>
</tr>
<tr>
<td>Number Attending:</td>
<td>1,000 - 1,500 people</td>
</tr>
<tr>
<td>Event Includes:</td>
<td>Community Booths, Children’s Costume Parade, Hot Dog BBQ, Pony Rides, Food Drive, Balloon Twisters, and Carnival Games</td>
</tr>
</tbody>
</table>
Events: 4 hours minimum / Staffed positions will be determined by who actually signs up to work event.

- In addition: Each event will also be reviewed by Police Services for any additional security that may be needed in order to assist in the prevention of criminal type of behavior or activity before any type of contract will be approved.
- July 4th event will be staffed at a minimum of 5.5 hours

**Spring Celebration**
Personnel = 2 w/patrol vehicles

**Summer Concerts (x5)**
Personnel = 3 w/patrol vehicles

**Movie Nights (x4)**
Personnel = 2 w/patrol vehicles

**4th of July**
Personnel = 10 w/patrol vehicles & including at least 2 supervisors / *2 CSOs

**Harvest Festival**
Personnel = 2 w/patrol vehicles

The cost of an event can fluctuate depending on OCSD personnel available to work the event. AVCA to reimburse the City for actual costs incurred.
City of Aliso Viejo  
AGENDA ITEM

DATE: February 19, 2020  
TO: Mayor and City Council  
FROM: Omar Dadabhoy, Community Development Director  
Robert Paley, Assistant Planner  
SUBJECT: REQUEST TO APPROVE PLANNING APPLICATION PA19-041 (CUP) FOR A CONDITIONAL USE PERMIT TO ALLOW A CHURCH, TEMPLE, OR OTHER PLACE OF WORSHIP USE TYPE IN THEATER AUDITORIUMS 19 AND 20 OF THE EXISTING MOVIE STADIUM LOCATED AT 26701 ALISO CREEK RD.

Recommended Action(s):

1. Conduct a public hearing; and

2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301; and

3. Adopt a Resolution approving PA19-041 to permit a conditional use permit (CUP) to allow a church, temple, or other place of worship use type in theater auditoriums 19 and 20 of the existing movie stadium located at 26701 Aliso Creek Rd.

Fiscal Impact:

There is no fiscal impact to the City associated with this discretionary action. Applicants submitting for a discretionary permit approval from the City must deposit monies in an account which funds Staff’s time associated with processing the application.

Background:

On December 11, 2019, Luke Reid of Resound Church submitted an application to allow the use of a church in theater auditoriums 19 and 20 of the existing movie stadium located in the Town Center Commercial (CT) zoning district at the 26701 Aliso Creek Road.

Aliso Viejo Municipal Code (AVMC) section 15.18.020 permits the use type churches, temples, and other places of worship as a principal or accessory use in the CT zoning district if a conditional use permit is approved.
Uses requiring a conditional use permit have moderate to significant potential for adverse impacts on surrounding properties, residents, or businesses and are subject to the discretion of the City Council according to AVMC section 15.70.030. AVMC section 15.74.040 further establishes the requirements for the permitting of a conditional use permit.

The movie stadium has been used in the past as a temporary venue for such uses, however this application is the first to permanently establish an accessory use of this type through a conditional use permit approval.

**Discussion:**

Resound Church proposes to operate their Sunday morning services out of two theater auditoriums (Attachment 2). Theater auditorium 20 will be used for the main adult service and a portion of theater auditorium 19 will be used for the ancillary children’s service as depicted on the attached floor plan (Attachment 3). The spaces have two separate entrances but are connected by a secondary hallway. In accordance with their agreement with the theater operator (Attachment 4), Resound Church will only set-up and breakdown on the Sundays that service will take place and will store equipment related to church services in designated areas in the theater during the week. Both the adult and children services will take place between 10:00 a.m. and 11:00 a.m. with set-up beginning at 7:00 a.m. and all breakdown completed by 12:00 p.m.

The church has a congregation of roughly 100 members and 30 staff and volunteers. They will utilize the parking garage on the same parcel as the movie stadium. AVMC section 15.38.040 establishes the parking standard for church services and requires 1 space per every 35 sq/ft of seating area in the main auditorium plus additional spaces for any ancillary facilities on the same site in the amount of 50 percent of the number of spaces required for the main auditorium. The parking requirement for a theater use is 1 parking space for every 3 fixed seats. There are 452 combined fixed seats for theaters 19 (202) and 20 (252) which, if operating as a theater, would require 151 parking stalls. While Resound Church will utilize the provided seating in theater auditorium 20, theater auditorium 19 will only use the non-fixed seating area as shown on the attached floor plan. However, calculating the entire area of the combined theaters, there is 2,600 square feet of usable area. Based on the required parking ratio, the church use requires only 55 parking stalls. Thus, the parking requirement for the church use is less intensive than the theater use, and adequate parking can be provided.

The church service will include an amplified sermon as well as amplified musical accompaniment consisting of various instruments and singing. As the theater auditoriums are designed to contain the sound associated with cinematic experiences, there are no noise or vibration concerns for the primary use associated with the movie stadium. Furthermore, the movie stadium’s earliest movie start time on Sunday is 12:30 p.m. There will be no food or concession service provided, and the applicant expects and encourages the congregation to patronize the surrounding businesses in the Town Center after service concludes, thereby providing economic support to local business.
Therefore, because the proposed used is compatible with the existing primary use of the movie stadium and will not create adverse impacts to surrounding uses, staff recommends that City Council adopt a Resolution approving PA19-041 to permit a conditional use permit (CUP) to allow a church, temple, or other place of worship use type in theater auditoriums 19 and 20 of the existing movie stadium located at 26701 Aliso Creek Road.

**Environmental:**

Staff has determined the project is Categorically Exempt from environmental review pursuant to CEQA Guidelines 15301 (Class 1: Existing Facilities). Class 1 applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible expansion of use beyond that existing at the time of the lead agency's determination. The proposed project qualifies for the Class 1 exemption because the project is for the permitting of a church, temple, or other place of worship involving negligible or no expansion of the existing use. The Project is further exempt from environmental review as none of the exceptions to the Categorical Exemptions outlined in Title 14, California Code of Regulations Section 15300.2 applies to the Project.

**Public Notice:**

In accordance with Aliso Viejo Municipal Code (AVMC) Section 15.70.070, a public hearing notice was mailed to all property owners within 300 feet of the subject property and was published in the Aliso Viejo News on February 6, 2020.

**City Attorney:**

The City Attorney’s office reviewed and provided comments for this report.

**Attachment(s):**

1. Resolution approving PA19-041 (CUP)

2. Written project description

3. Project Plan

4. License Agreement

5. PowerPoint Presentation
RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING PLANNING APPLICATION PA19-041 (CUP) FOR A CONDITIONAL USE PERMIT TO ALLOW A CHURCH, TEMPLE, OR OTHER PLACE OF WORSHIP USE TYPE IN THEATER AUDITORIUMS 19 AND 20 OF THE EXISTING MOVIE STADIUM LOCATED AT 26701 ALISO CREEK RD.

WHEREAS, on December 11, 2019, Luke Reid of Resound Church submitted Planning Application PA19-041 (CUP) for a conditional use permit to allow a church, temple, or other place of worship use type in theater auditoriums 19 and 20 of the existing movie stadium located at 26701 Aliso Creek Rd. (Project); and,

WHEREAS, pursuant to AVMC Section 15.74.040, the purpose of a conditional use permit is to provide for individual approval or denial of land uses requiring such permits under the Zoning Code; and,

WHEREAS, pursuant to Aliso Viejo Municipal Code (AVMC) Table 15.18.020, a church, temple, or other place of worship requires conditional use permit (CUP) approval within the Town Center Commercial (CT) Zoning District; and,

WHEREAS, pursuant to AVMC Section 15.70.030, the Aliso Viejo City Council is the decision-making authority for a conditional use permit (CUP); and,

WHEREAS, pursuant to Title 14, California Code of Regulations, Section 15367, the City of Aliso Viejo (“City”) is Lead Agency for purposes of the Project; and,

WHEREAS, the City has reviewed the proposed Project and has determined that it is Categorically Exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15301 (Existing Facilities); and,

WHEREAS, the City has determined that none of the Exceptions to the Categorical Exemptions outlined in Title 14, California Code of Regulations Section 15300.2 applies to the Project; and,

WHEREAS, the foregoing exemptions are sufficient to independently exempt the whole of the action from CEQA; and,

WHEREAS, on February 19, 2020, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by Staff in the Agenda Report and oral presentation related to Planning Application PA19-041 (CUP).
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Determination of Recitals. The City Council hereby finds and determines that all the recitals set forth above are true and correct. The above recitals are hereby incorporated as substantive findings of this Resolution.

SECTION 2. Compliance with CEQA. The City Council hereby finds and determines the project is Categorically Exempt from environmental review pursuant to CEQA Guidelines 15301 (Class 1: Existing Facilities). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The proposed project qualifies for the Class 1 exemption because the project is for the permitting of a church, temple, or other place of worship involving negligible or no expansion of the existing use.

SECTION 3. Approval of Project and Findings for Conditional Use Permit. In accordance with Section 15.74.040.C of the AVMC, the City Council hereby approves the CUP for Planning Application PA19-041 (CUP) subject to the conditions set forth in Exhibit “A,” attached hereto and incorporated herein by reference.

The City Council, sitting as the legislative body and based upon the entire record, including the staff report and all written and oral evidence presented, finds that:

1. Consistency with General Plan. The land use is consistent with the General Plan and any applicable specific plan in that:

The proposed use is consistent with the “Town Center Commercial” (TCC) land use category as referenced in Aliso Viejo General Plan. The TCC land use designation provides for a mixture of uses within the Aliso Viejo Town Center including: community retail, and commercial services, offices, theaters, art galleries and entertainment facilities, hotels/motels and restaurants, recreation and community facilities. A church, temple, or other place of worship is a designated community facility. The use is further consistent with General Plan Land Use Goal LU-1, which provides that Aliso Viejo should provide a diverse mix of land uses to meet future needs of all residents and the business community as well as General Plan Land Use Policy LU-1.4 as it supports an effort to provide beneficial religious services to the entire community.

2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of the Zoning Code and is consistent with the Code and any applicable specific plan in that:

The proposed use is located within the “Town Center Commercial” (CT) Zoning District. Aliso Viejo Municipal Code (AVMC) section 15.18.020 permits the use
type churches, temples, other places of worship as a principal or accessory use if a conditional use permit is approved. Uses requiring a conditional use permit have moderate to significant potential for adverse impacts on surrounding properties, residents, or businesses and are subject to the discretion of the City Council according to AVMC section 15.70.030. AVMC and section 15.74.040 for the permitting of a conditional use permit. The use is further compatible with the development standards of AVMC section 15.22 Supplemental Nonresidential Regulations including, but not limited to, parking and noise standards, as the use is an accessory use that will operate within an existing movie theater and will not exceed the established standards for the zoning district.

3. **Compliance with CEQA.** Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act in that:

The Project is Categorically Exempt from environmental review pursuant to CEQA Guidelines 15301 (Class 1: Existing Facilities). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The Project qualifies for the Class 1 exemption because the project is for the permitting of a church, temple, or other place of worship involving negligible or no expansion of the existing use. The Project is further exempt from environmental review as none of the exceptions to the Categorical Exemptions outlined in Title 14, California Code of Regulations Section 15300.2 applies to the Project.

4. **Surrounding Uses:** Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity in that:

The proposed use is located within the “Town Center Commercial” (CT) Zoning District which encompasses the Aliso Viejo Town Center. The Aliso Viejo Town Center includes a variety of uses including community retail, and commercial services, offices, art galleries and entertainment facilities, and restaurants, recreation and community facilities, and theaters. The center currently supports an existing movie theater which is classified as an assembly use. The church use is also an assembly use that will use existing theater space to provide beneficial religious services to the entire community. The use will have not create a noise impact on the surrounding uses as the theater is designed to accommodate surround-sound cinema experiences and will therefore contain any sound that will be created by amplified sermons and music. The use will not have any impact on parking as the parking requirement for a theater use is more restrictive than that of a religious institution and there is adequate parking to accommodate both uses.
SECTION 4. Filing of Notice of Exemption. The City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project.

SECTION 5. Location of Documents. The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

[Signatures on following page]
PASSED, APPROVED AND ADOPTED this 19th day of February 2020.

_____________________________
Mike Munzing
Mayor

APPROVED AS TO FORM:  
Scott C. Smith
City Attorney

ATTEST:
Mitzi Ortiz, MMC
City Clerk
I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Resolution No. 2020-___ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 19th day of February 2020, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

MITZI ORTIZ
CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Resolution No. 2020-___ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held February 19, 2020.

MITZI ORTIZ
CITY CLERK

(SEAL)
EXHIBIT “A”
PLANNING APPLICATION PA19-041 (CUP)

CONDITIONS OF APPROVAL

1. **Project Description.** Approval of the Planning Application PA19-041 (CUP) is for a conditional use permit to allow a church, temple, or other place of worship use type in theater auditoriums 19 and 20 of the existing movie stadium located at 26701 Aliso Creek Rd. in accordance with all plans and exhibits as presented to and approved by the City Council on February 19, 2020.

2. **Applicant.** For the purpose of Planning Application PA19-041 (CUP) and as referenced in the conditions, “Applicant” shall apply to Resound Church, business owner, business operator, and future successors of the approved establishment.

3. **Period of Validity.** Approval of Planning Application PA19-041 (CUP) is valid for a period of two years from the effective date set out above. If building or other ministerial permits for the project are not issued within such period of time, the approval shall expire and shall thereafter be null and void unless an extension is requested by the applicant prior to the expiration date and subsequently approved by the Community Development Director pursuant to AVMC Section 15.74.100.

4. **Development Per Approved Plans.** This approval constitutes a precise plan for location and design of uses, structures, features and materials submitted with this application. Development shall occur substantially as shown on the plans and description letter approved for this project and on file in the Planning Division, subject to any modifications imposed by the conditions of approval herein as confirmed by the Community Development Director. Any land use, construction or improvement not specifically approved by this use permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature or material not specifically approved shall require an amendment to the approved plans unless the Community Development Director determines such modifications are minor and consistent with the spirit and intent of the original approving action and that the action would have been the same for the modifications as for the approved plans. The Community Development Director may approve such minor modifications in accordance with AVMC Section 15.74.110.

5. **Operation of Use.** The use shall be limited to theater auditoriums 19 and 20 only and shall operate on Sunday between the hours of 7:00 a.m. and 12:00 p.m., including set-up and break-down. Operation outside of the specified timeframe shall require prior authorization from the Community Development Director.

6. **Limited Activities.** With the exception of greeting and ushering attendees into the theater auditoriums, all activities shall occur inside theater auditoriums 19 and 20. Any activity proposed to take place outside of the approved operation of use shall be subject to the discretion of the City Manager or their designee and may require additional City permits.
7. **Sermon and Music.** The live sermon and live music shall be limited to the band area as depicted in the attached floor plan with no more than 5 musical instruments and 3 amplified vocalists. Decibel levels shall not exceed 75dBA.

8. **Maximum Seating.** Theater auditorium 19 shall only be used for ancillary services as depicted in the floor plan which identifies a 160 square feet toddler area and 1,925 square feet elementary school aged class area. Theater auditorium 20 shall be used as depicted by the floor plan which indicates a 160 square foot speaker and band area and 252 fixed seats. Service attendance for theater auditorium 20 shall be limited to the number of fixed seats (252) and available wheelchair accessible areas.

9. **Signage.** Signs may only be permitted as allowed by the Park Plaza at the Town Center Master Sign Program and in accordance with Chapter 15.34 of the AVMC.

10. **Payment of Fees.** The applicant shall be responsible for payment of all applicable fees along with reimbursement for all City expense in ensuring compliance with conditions. All fees and expenses shall be paid in full prior to issuance of a certificate of occupancy. Prior to issuance of applicable City approvals or permits, the applicant shall be fully responsible for reimbursing the City of Aliso Viejo for all expenses incurred to process the application and assure compliance with all conditions of approval.

11. **Compliance with Conditions.** The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City Staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to the granting of these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120.

12. **Certificate of Occupancy.** When no additional tenant improvements are constructed, the Applicant shall apply for a Certificate of Occupancy to the Building Department. The Certificate of Occupancy shall serve as evidence the tenant space and building comply substantially with the plans and specifications that have been submitted to, and approved by, City of Aliso Viejo. Additional work to the tenant space and building shall be reviewed by the Building Official and may be subject to additional building permits prior to issuance Certificate of Occupancy. Any change in land use, business name and/or change in ownership will require a new Certificate of Occupancy issued by the Building Department.

13. **Indemnification.** The Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, conditional or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the City, and/or any of its officials, officers, employees, agents, departments,
agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City’s defense, and that Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

14. **Adverse Impacts.** In the event of adverse impacts on the health, safety or welfare of the neighborhood or public, or receipt of complaints directly related to the Applicant’s business, the Director shall investigate and, if significant adverse impacts directly related to the Applicant’s business are found to exist, the Director or Chief of Police shall have the discretion to bring this Permit back to consider additional conditions, amended conditions or permit revocation. A copy of the conditions of approval shall be kept on the premises of the establishment and be presented to any peace officer or any authorized city official upon request.
Resound Church Conditional Use Permit (CUP)
26701 Aliso Creek Rd.

**1. Project Description Update**

A. Two Auditoriums will be used on a weekly basis with the possibility of a third as the church grows and expands. Presently, auditoriums 19 and 20 are the auditoriums we plan on using for our adult service and our children’s programs.

B. Adult church service (auditorium 20)
7am - set up
8:30-9:30-sound check
9:30-9:45am-team huddle and prayer
9:45-10am welcome guests in lobby
10am-doors open and service starts with live music/worship.
10:20-welcome new comers & announcements
10:30-sermon
11am-service close
Pack down and clean up.

Children’s program (auditorium 19)
9:45-10am - check in
10am-10:30am - free play for age groups in designated areas
10:30-10:45-bible lesson
10:45-11:15 - Snack and pack down.

C. All our sermons and music will be live. One shielded acoustic drum set to control and reduce noise levels. Two-three guitars, two to three vocalists on microphones and one keyboard/piano. All instruments are run through our sound board system which is run and monitored by our productions team. The speaker will use a microphone and this is also controlled by our production team. Our decibel range does not and will not exceed 75dB.

D. Sunday school will be provided for children birth through-elementary. The age groups will have separate space for babies, toddlers, elementary. Theatre 19 will serve as the children’s theatre. Padded foam flooring, gate systems and age appropriate activities, toys and gear are used for each meeting to facilitate a safe and fun environment.

E. In Aliso Viejo we have three paid staff. We have 30 volunteers with a total congregation size of approximately 95. Our expected attendance number in the theatre’s will be around that number also.
Resound Church Conditional Use Permit (CUP)
26701 Aliso Creek Rd.

2. Floor Plan CONTINUED

Theatre 19 will house the toddler and elementary children's programs. Each area is separated by baby gate systems. The toddler area has a teepee play tent and floor play area. The area designated for those 2 and under has foam flooring, is separated by a gate system and has age appropriate gear and toys. The entire area is carpeted.

The elementary area has children's tables and stools and floor play mats. This area is separated from the toddler area as well as stair or ramp access with gate systems. Within the elementary area we aim to have craft, age appropriate toys and activities.

Any snacks distributed during our programs are allergen friendly and age appropriate.

All our volunteers are background checked and we strictly adhere to ratio protocols and safety systems.

Theatre 20 will house our adult worship service. We will simply be using the theater seating. Our band and speaker space will be set up at floor level (No staging or risers) All cables and cords are taped to the floor and are not present in any public access paths.
Regal Edwards Aliso Viejo & IMAX

4.4 ★ ★ ★ ★ ★ (1,400)
Movie theater

Movie theater chain known for presenting 3D films on a giant screen, including blockbusters.
2. Floor Plan

Illustrated below are the two theatres we are planning on using for our main adult service (20) and our children's program (19).
License Agreement

This Church License Agreement ("Agreement"), is entered into and effective dated as of {(Today)} by and between Regal Cinemas, Inc. ("RCI") and Resound Church, ("Licensee"). In consideration of the mutual promises contained herein, the parties agree as follows:

1. Grant. Licensee is granted a revocable license to conduct Weekly Services pursuant to this Agreement. Licensee shall not interfere with or disrupt Location's business. If the landlord (if any) for the Location requires that RCI terminate this Agreement, or notifies RCI that this Agreement violates the lease for the Location, or if this Agreement or any of Licensee's activities violates any law, rule, Regulation, covenant or agreement applicable to the Location, this Agreement shall terminate immediately upon notice from RCI. Additionally, this Agreement may be terminated by RCI, at any time, with or without cause, upon 30 days prior notice without any further liability to RCI or Location.

2. Licensee's Obligations. Licensee agrees to pay RCI the Weekly Rate, Surcharge, as defined below and as applicable, as required by this Agreement, all other fees, and to reimburse RCI for any expenses incurred. Licensee shall, remove any and all materials from the Location immediately after conclusion of the Weekly Services, except for those material placed in the Storage Space, if applicable. Licensee is prohibited from placing any materials, including without limitation, banners, signs, placards, or other symbols, inside or outside of the Location without the written consent of RCI. All Weekly Services will be produced in accordance with all applicable laws, guild and union agreements (if applicable), laws and governmental Regulations. Licensee will ensure that no part of any Weekly Service will defame any person, or violate or infringe upon any law, statute, rule, Regulation, or trademark, trade name, service mark, copyright, right of publicity or other right of any person. Licensee may not use the name, trade name or any trademark of RCI without RCI's prior written consent.

3. RCI's Obligations. RCI agrees to provide the Location in a reasonable condition necessary for accessing and conducting the Weekly Services. From time to time, it may be necessary for RCI to change the Access Time or Auditorium used by Licensee, in which case RCI will provide Licensee with prior notice of such change. RCI shall not be liable to Licensee for any losses resulting from the change. If Licensee does not receive a request for accommodation or special need from a Weekly Services guest in connection with accessibility to the Location, Licensee will immediately notify RCI of the request. If RCI is unable to accommodate the request, RCI will so notify Licensee. Any request for physical assistance will be Licensee's sole responsibility and expense.

4. Payment to RCI. Licensee agrees to pay to RCI the Weekly Rate on a monthly basis as set forth on Schedule 1. Monthly payments are due to RCI between the fifth (5th) day and the fifteenth (15th) day of the month. Payments not received by RCI within fifteen (15) days of each month are considered late and will be subject to the payment of interest as set forth in Section 9. Payment shall be made pursuant to the payment instructions described below. Licensee shall pay to RCI all other sums owed under this Agreement, including but not limited to any projector rental fees, cleaning fees, cancellation fees, or other fees incurred for moves, changes or additions not reflected in this contract ("Surcharge") upon receipt of an invoice supplied by RCI following the month in which such charges are incurred.

5. Cancellations.

   A. Cancellation of a Weekly Service or Auditorium. If, during the Term of the Agreement, Licensee requests temporary cancellation of any Weekly Service or Auditorium(s), the following cancellation fee will be incurred by Licensee, provided RCI is given written notice in the time periods set forth below prior to such Weekly Service:

<table>
<thead>
<tr>
<th>Notification of Cancellation</th>
<th>Cancellation Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 21 Calendar days</td>
<td>0% of the Weekly Services Price, plus Surcharges</td>
</tr>
<tr>
<td>14 to 20 Calendar days</td>
<td>30% of the Weekly Services Price, plus Surcharges</td>
</tr>
<tr>
<td>6 to 13 Calendar days</td>
<td>50% of the Weekly Services Price, plus Surcharges</td>
</tr>
<tr>
<td>Less than 5 Calendar days</td>
<td>100% of the Weekly Services Price, plus Surcharges</td>
</tr>
</tbody>
</table>

   B. Cancellation of Agreement. In the event Licensee terminates this Agreement prior to the expiration of the Term, Licensee must deliver written notice to RCI forty-five (45) days (the "Notification Period") prior to the final Weekly Service and shall be responsible for paying to RCI the Weekly Rate for all Weekly Services held during such Notification Period. During the Notification Period, Licensee is prohibited from any cancellation of Weekly Service or Auditorium as provided in Section 5.A.

6. Representations. If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to RCI that the signer has full authority to sign such Agreement and that Licensee is duly authorized to enter into this Agreement. Licensee warrants and represents to RCI that Licensee owns or has the right to conduct the Weekly Services as provided in this Agreement, and has all the necessary rights and licenses in and to all images and sounds to be used during or in connection with the Weekly Services and rights to advertise the Weekly Services or use titles in advertisements during the Weekly Services, including copyrights and trademarks for all materials used by Licensee for or in connection with the Weekly Services. Further, Licensee agrees that it shall provide any and all clearances and licenses required of any third party, and that it shall be solely liable for any and all licensing fees, including, but not limited to, those fees that may be due to BMI, ASCAP, SESAC or other such entities, arising out of or required because of Licensee's conduct of the Weekly Services. RCI does not represent, warrant or otherwise guarantee that any Location is named for church use/Weekly
Services; or that RCI or Location Landlord will obtain any permits or licenses or fulfill any other requirements for such use. Licensee acknowledges and agrees that if permits, licenses or other requirements are required for Weekly Services at a Location, obtainment of such shall be Licensee's sole responsibility.

7. Insurance; Indemnity. At least 10 business days prior to the Sunday Start Date, Licensee will provide to Regal Cinemas, Inc. a certificate of insurance naming Regal Cinemas, Inc. as additional insured and evidencing general liability coverage in an amount of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Licensee shall indemnify and hold harmless RCI from and against any claims and all losses, damages, liabilities, claims, actions, causes of action, costs and expenses, including reasonable attorneys' fees, that may be presented against either of the additional insured parties above by reason of any action, arbitration or claim, whether commenced or threatened, as a result of (a) any breach by Licensee of any term, covenant, representation or warranty hereunder, (b) any negligent, willful and/or unlawful act or omission by Licensee, including any intellectual property claims based on the use of any commercially produced and made available CD, DVD, video or any other works owned by or subject to rights held by any third party (except if such works were provided by RCI), or (c) any damages to any person or property occurring during the use of the Location as a result of any action or negligence of Licensee.

8. Limitation. Licensee acknowledges and agrees that RCI is not responsible for damages, expenses, lost profits, consequential damages, exemplary damages, special damages or any other kind of damages arising as a result of a breach of this Agreement or the failure of a Weekly Service in whole or in part, except as otherwise provided in this Agreement. If the exhibition of a Weekly Service fails at the Location, unless due to the negligence or willful misconduct of Licensee, the only obligation of RCI with respect to such failure is to "make good" to Licensee by providing to Licensee another date and time for the Weekly Service and for the service that failed at such Location. In case of a failure of a Weekly Service due to the negligence or misconduct of Licensee, RCI shall not be obligated to provide any reimbursement or "make good" any commitment contemplated herein.

9. Miscellaneous. Licensee may not assign or sublicense all or any portion of its rights and obligations under this Agreement without the prior written consent of RCI. This Agreement shall be governed by the laws of the State of Colorado without regard to conflicts of law rules. Every dispute concerning the interpretation or effect of this Agreement must be resolved in the United States District Court for the District of Colorado or the District Court, City and County of Denver, State of Colorado. To the maximum extent permitted by law, RCI (but not any of its individual employees, officers, directors, agents or independent contractors) and Licensee agree to personal jurisdiction, subject matter jurisdiction, and venue in both courts. In all proceedings to resolve disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all of its costs, including attorneys' fees and court costs. Except for a failure to pay money, the failure by either party to perform any of their respective obligations hereunder shall not subject the party so in default to any remedy hereunder where such failure is occasioned by acts of God, fires, accidents, explosions, floods, wars, interruptions of or delays in transportation, labor disputes or shortages, governmental laws, restrictions, rules or Regulations, riots, sabotage or any other similar or different circumstances or causes beyond the reasonable control of the party in default. If any Licensee fails to pay any amount to RCI under this Agreement, Licensee shall be obligated to pay interest on the unpaid amount, from the date such unpaid amount was due until such unpaid amount is paid, at 12% per annum. Licensee agrees that its sole rights and remedies in connection with this Agreement shall be limited to termination of the Agreement and the "make good" obligation as specifically set forth in this Agreement; and Licensee hereby waives all other rights and remedies, including, without limitation, claims for damages and injunctive relief. In any action to enforce, interpret or seek damages for violation of this Agreement, the prevailing party will be entitled to recover all reasonable attorneys' fees, litigation expenses and court costs.

IN WITNESS WHEREOF, Regal Cinemas, Inc. and Licensee have executed this Agreement.

REGAL CINEMAS, INC.: 

By: 

Title: 

Date: 

LICENSEE: Rebound Church 

By: 

Title: Lead Pastor/President

Date: 12/05/19

RECEIVED
DEC 11 2019
PLANNING DEPARTMENT
PLANNING APPLICATION PA19-041(CUP) – RESOUND CHURCH
26701 ALISO CREEK ROAD

February 19, 2020
Planning Application PA19-041 (CUP) is for a conditional use permit to allow Resound Church to operate church services in theater auditoriums 19 and 20 of the existing movie stadium located at 26701 Aliso Creek Rd.
5. **Operation of Use.** The use shall be limited to theater auditoriums 19 and 20 only and shall operate on Sunday between the hours of 7:00 a.m. and 12:00 p.m., including set-up and break-down. Operation outside of the specified timeframe shall require prior authorization from the Community Development Director.

6. **Limited Activities.** With the exception of greeting and ushering attendees into the theater auditoriums, all activities shall occur inside theater auditoriums 19 and 20. Any activity proposed to take place outside of the approved operation of use shall be subject to the discretion of the City Manager or their designee and may require additional City permits.

7. **Sermon and Music.** The live sermon and live music shall be limited to the band area as depicted in the attached floor plan with no more than 5 musical instruments and 3 amplified vocalists. Decibel levels shall not exceed 75dBA.

8. **Maximum Seating.** Theater 19 shall only be used for ancillary services as depicted in the attached floor plan with identifies a 160 square feet toddler area and 1,925 square feet elementary school aged class area. Theater 20 shall be used as depicted by the attached floor plan which indicates a 160 square foot speaker and band area and 252 fixed seats. Service attendance for Theater 20 shall be limited to the number of fixed seats (252) and available wheelchair accessible areas.

9. **Signage.** Signs may only be permitted as allowed by the Park Plaza at the Town Center Master Sign Program and in accordance with Chapter 15.34 of the AVMC.
RECOMMENDED ACTIONS

- Conduct a public hearing; and,

- Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301; and,

- Adopt a Resolution approving PA19-041 to permit a conditional use permit (CUP) to allow a church, temple, or other place of worship use type in theater auditoriums 19 and 20 of the existing movie stadium located at 26701 Aliso Creek Rd.
PLANNING APPLICATION PA19-041(CUP) – RESOUND CHURCH 26701 ALISO CREEK ROAD
Recommended Action:

Approve the Amendment to the City of Aliso Viejo Public Agency Retirement System (PARS) Defined Contribution Plan (“Plan”) which amends the Plan effective March 1, 2020.

Fiscal Impact:

The estimated net cost for the Plan for Fiscal Year 2020-21 is $22,420, which includes the City’s contributions on behalf of the Tier I and Tier III participants and a $300 per month administrative fee. The Tier I contribution rate will be adjusted each year to be equal to the CalPERS employer normal cost rate plus the required normal member contribution to CalPERS for classic employees. The Tier III contribution is the fixed rate of 7.5% which is the required amount to comply with federal requirements.

Background:

In 1990, Congress enacted the Omnibus Budget Reconciliation Act (OBRA 90) which mandates that all public employees who are not members of their employer’s existing retirement system be covered by Social Security or an alternate plan.

The City of Aliso Viejo participates in the California Public Employees Retirement System (“CalPERS”) which provides retirement benefits for full-time employees, certain part-time employees working 1,000 hours or more per year, and Council Members who are eligible to, and do in fact, elect optional membership in CalPERS. This is a recognized and approved alternative to Social Security and satisfies OBRA 90 requirements.

Effective September 1, 2015 part-time employees working less than 1,000 hours per year, and with no prior CalPERS membership, and Council Members not eligible to participate
in CalPERS have been enrolled in the Plan. In addition, employees meeting specified requirements make contributions from their wages.

**Discussion:**

A recent review of the Plan identified language in the Plan that differs from the program PARS originally presented to, and that was subsequently approved by, Council. City staff and PARS employees have implemented the program consistent with the program as presented and approved by Council. This oversight requires the City to amend the agreement to conform with the Council approved program.

In addition, City staff recommends the contract be amended to reflect the way the contract has been implemented since inception as City Council intended and authorized. This requires the contract be amended to add a new Tier (Tier 3) to the program.

**Tier I**

City Councilmembers not participating in CalPERS. The contribution to employees in this tier would be equal to the payment to CalPERS on a normal cost basis plus the required employee contribution for all other CalPERS eligible employees that qualify as classic. This amount would fluctuate slightly year to year as CalPERS adjusts the normal cost rate. The employee portion of the contribution is fixed at 7% by statute.

**Tier II**

Employees shall participate in this Plan on each day during which the Employee is a full-time Employee of the Employer currently participating in CalPERS. Notwithstanding the preceding, effective March 1, 2020, Tier II shall be closed to any Employee not already participating in the Plan under Tier II. There is currently only one legacy employee participating. Tier II employees do not receive a City contribution.

**Tier III**

The City contributes to the Plan in an amount equal to seven and one-half percent (7.5%) of compensation for employees eligible Under Tier III rather than participating in Social Security. Part time employees that are not eligible for CalPERS fall under Tier III.

Again, these changes reflect the program presented by PARS, approved by City Council in 2015, and implemented by the City and PARS.
Attachment:

1. Amendment to PARS Defined Contribution Plan
AMENDMENT
TO THE
CITY OF ALISO VIEJO
PUBLIC AGENCY RETIREMENT SYSTEM (PARS)
DEFINED CONTRIBUTION PLAN

WHEREAS, the City of Aliso Viejo (“Employer”) adopted the City of Aliso Viejo Public Agency Retirement System (PARS) Defined Contribution Plan (“Plan”) for the benefit of certain eligible employees, effective September 1, 2015; and

WHEREAS, the Employer desires to amend the Plan to: (1) conform the contribution rate for Tier I participants to the City Council’s intent at the time the Plan was initially adopted; (2) to clarify eligibility and benefits for part-time employees eligible to participate in the Plan; and (3) to close Tier II to all eligible employees that are not currently participating in the Plan under Tier II; and

WHEREAS, the Employer has the right to amend the Plan in accordance with Section 7.3 of the Plan.

NOW THEREFORE, BE IT RESOLVED, that effective March 1, 2020, the Plan is hereby amended as follows:

1. Article I, Section 1.1, Eligibility for Participation, is hereby amended in its entirety to read as follows:

   “An Employee shall participate in this Plan if he or she meets the eligibility requirements under one of the following tiers:

   **Tier I:**
   An Employee who is a member of the governing body of the Employer (“City Council”) shall participate in this Plan on each day during which the Employee is not accruing a benefit under Social Security or another Retirement System provided and maintained by the Employer.

   **Tier II:**
   An Employee shall participate in this Plan on each day during which the Employee is a full-time Employee of the Employer currently participating in CalPERS. Notwithstanding the preceding, effective March 1, 2020, Tier II shall be closed to any Employee not already participating in the Plan under Tier II.

   **Tier III:**
   An Employee who is employed on a part-time basis, except a member of the City Council participating under Tier I, shall participate in this Plan on each day during which the Employee is not accruing a benefit under Social Security or another Retirement System provided and maintained by the Employer.”

2. Article I, Section 1.4, In-Service Distributions, is hereby amended in its entirety to read as follows:
“A Participant under Tier I or Tier III who is no longer eligible to participate because he or she is no longer in the Eligible Class of Employees, but has not terminated employment with the Employer, shall become an Inactive Participant and shall remain such for twenty-four (24) months after which his or her interest in the Plan will be distributed to him or her as long as no Employer or Employee contributions have been made to his or her Account during that twenty-four (24) month period.”

3. Article II, Section 2.1, **Amount of Employer Contributions**, is hereby amended in its entirety to read as follows:

**“Tier I:**

There is hereby created and established and shall be maintained by the Plan Administrator the Employer Contribution Account. For each day that an Employee remains a Participant under Tier I of this Plan, the Employer shall make a contribution to the Plan in an amount equal to the applicable percentage of Compensation. For purposes of this Section 2.1, the term “applicable percentage” shall refer to the percentage equal to the employer normal cost rate, as set forth in the CalPERS actuarial valuation prepared for the Employer on an annual basis, plus the required normal member contribution for classic employees, currently equal to seven percent (7%), in effect each Plan Year. Such contribution shall be based on Compensation paid on or after August 1, 2015.

**Tier II:**

No Employer contributions shall be provided under Tier II of this Plan. All references throughout the Plan to Employer contributions and/or Employer Contribution Account shall have no bearing on Tier II Participants of the Plan until such time, if any, the Plan is amended to provide for Employer contributions on behalf of Tier II Participants.

**Tier III:**

There is hereby created and established and shall be maintained by the Plan Administrator the Employer Contribution Account. For each day that an Employee remains a Participant under Tier III of this Plan, the Employer shall make a contribution to the Plan in an amount equal to seven and one-half percent (7.5%) of Compensation.

Such contributions shall be made before the close of the Plan Year and subject to the limitation provisions of Section 2.7 of the Plan. Employer contributions will be allocated to each Participant in the ratio that such Participant’s Compensation bears to the Compensation of all Participants. These amounts shall be credited to the Employer Contribution Account and are subject to change at the discretion of the Employer.”

4. Article II, Section 2.2, **Amount of Employee Contributions**, is hereby amended in its entirety to read as follows:

**“Tier I and Tier III:**

No Employee contributions shall be permitted under Tier I or Tier III of this Plan. All references throughout the Plan to Employee contributions and/or Employee Contribution
Account shall have no bearing on Tier I or Tier III Participants of the Plan until such time, if any, the Plan is amended to provide for Employee contributions by Tier I or Tier III Participants.

**Tier II:**

There is hereby created and established and shall be maintained by the Plan Administrator, the Employee Contribution Account. For each day that an Employee remains a Participant under Tier II of this Plan, the Employee will make mandatory contributions to the Plan based on a percentage of his or her Compensation. The amount of the Employee contribution to the Plan under this section shall be determined exclusively by the Employer and prescribed in Schedule A. No Employee shall have the right to select his or her level of Employee contributions.

5. The definition of “Eligible Employee” under Article VIII, **Definitions**, is hereby amended to read as follows:

   “‘Eligible Employee’ means all of those Employees of the Employer who meet the requirements of Section 1.1, Tier I, Tier II or Tier III, hereof.”

6. Schedule A to the Plan is hereby amended in its entirety to read as set forth in Exhibit A to this Amendment, incorporated herein by reference.

7. All other terms and conditions under the Plan remain unchanged.

**IN WITNESS THEREOF,** this Amendment to the City of Aliso Viejo Public Agency Retirement System (PARS) Defined Contribution Plan is hereby adopted effective March 1, 2020.

**EMPLOYER:**

**CITY OF ALISO VIEJO**

By: _______________________________

**APPROVED AS TO FORM AND CONTENT:**

**BEST BEST & KRIEGER LLP**

By: _______________________________

Attorneys for Employer
Employee contributions to the Plan shall be based on the following schedule established by the Employer. The Employee shall contribute a percentage of his or her base salary to the Plan based on his or her participation in one of the following tiers. The percentage of the Employee contribution shall be fixed permanently and shall only be subject to change by a Plan amendment adopted by the Employer.

Schedule A shall be amended from time to time for the purpose of adding or deleting Employees from the schedule based on changes in their employment status.

Employee contributions (0-20% per pay period)

0% Contribution 11% Contribution
1% Contribution 12% Contribution
2% Contribution 13% Contribution
3% Contribution 14% Contribution
4% Contribution 15% Contribution
5% Contribution 16% Contribution
6% Contribution 17% Contribution
7% Contribution 18% Contribution
8% Contribution 19% Contribution
9% Contribution 20% Contribution

Gina Tharani