AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, OCTOBER 21, 2020
6:30 P.M. CLOSED SESSION
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

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. 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 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

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Mayor
Unrepresented Employee: City Manager

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

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1. FEATURED BUSINESS OF THE MONTH - BIG FISH LITTLE FISH
Certificate of Recognition

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 – AUGUST 26, 2020 SPECIAL MEETING, SEPTEMBER 16, 2020 SPECIAL MEETING, AND SEPTEMBER 16, 2020 REGULAR MEETING
Recommended Action: Approve the subject Minutes as submitted.
Draft Minutes - October 7, 2020 Special Meeting
Draft Minutes - October 7, 2020 Regular Meeting

4.3. ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued September 24, 2020 in the amount of $90,393.98; and
2. Ratify accounts payable checks and electronic funds transfers issued October 1, 2020 in the amount of $970,724.21.

Staff Report
Attachment 1 - Accounts Payable Report

4.4. COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) ANNUAL REPORT FISCAL YEAR 2020/21

Recommended Action: Receive and file the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) Annual Report for Fiscal Year 2020/21.

Staff Report
Attachment 1 - CFD No. 2005-01 Annual Report

4.5. ANNUAL MEASURE M2 EXPENDITURE REPORT

Recommended Action: Approve a Resolution to adopt the FY 2019-20 M2 Expenditure Report.

Staff Report
Attachment 1 - Resolution
Attachment 2 - Measure M2 Expenditure Report

4.6. AGREEMENT WITH HF&H CONSULTANTS FOR SOLID WASTE CONSULTING SERVICES

Recommended Action:

1. Approve an agreement with HF&H Consultants for Solid Waste Consulting Services;
2. Authorize the City Manager to execute a professional services agreement with HF&H Consultants; and
3. Authorize City staff to make total compensation to HF&H Consultants up to $69,000 plus $6,900 (10% of the contract amount) to allow for contingencies, totaling $75,900.

Staff Report
Attachment 1 - Agreement
Attachment 2 - CR&R Letter

4.7. ADOPTION OF THE 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Action:

1. Find that the 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER) is not subject to the California Environmental Quality Act (CEQA) because the activity is not a project as defined in Section 15378 (b)(5) of the State CEQA Guidelines;
2. Approve and adopt the 2019-2020 CAPER; and

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

Staff Report
Attachment 1 - 2019-2020 CDBG CAPER

5. PUBLIC HEARINGS:

5.1. REQUEST TO APPROVE PLANNING APPLICATION PA18-035 (CUP) FOR A CONDITIONAL USE PERMIT TO ESTABLISH A PRIVATE EDUCATION USE WITH AN ALTERNATIVE PARKING PLAN THAT INCLUDES AN OFFSITE PARKING AGREEMENT FOR A PARKING DEFICIENCY OVER 15 PERCENT AT 145 COLUMBIA

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 (Existing Facilities); and
3. Adopt a Resolution approving Planning Application PA18-035 (CUP) for a conditional use permit to establish a private education use with an alternative parking plan that includes an offsite parking agreement for a parking deficiency over 15 percent at 145 Columbia.

Staff Report
Attachment 1 - Draft Resolution
Attachment 2 - Applicant Project Description Letter
Attachment 3 - Parking Study
Attachment 4 - Draft Parking Agreement
Attachment 5 - Project Plans

5.2. ORDINANCE AMENDING TITLE 15 OF THE CITY OF ALISO VIEJO MUNICIPAL CODE RELATING TO MEDICAL USES IN THE TOWN CENTER COMMERCIAL (CT) ZONE

Recommended Action:

1. Find that the proposed amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA guidelines, because it will not result in a direct or reasonable foreseeable indirect physical change in the environment as there is no possibility that it may have a significant effect on the environment and because it is not a project as defined in Section 15378 of the CEQA guidelines.
2. Introduce an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING TABLE 15.18.020 OF SECTION 15.18.020 OF CHAPTER 15.18 OF THE ALISO VIEJO MUNICIPAL CODE, "PERMITTED USES IN NONRESIDENTIAL DISTRICTS REGARDING OUTPATIENT MEDICAL USES IN THE TOWN CENTER COMMERCIAL (CT) ZONING DISTRICT.

Staff Report
Attachment 1 - Ordinance

6. DISCUSSION:

6.1. ORDINANCE ADDING CHAPTER 7.60 REQUIRING REPLACEMENT OF TREES REMOVED IN THE CITY

Recommended Action:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15308 as the project relates actions related to the protection of the environment; and
2. Introduce an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING CHAPTER 7.60 TREE REMOVAL AND REPLACEMENT PERMIT TO THE ALISO VIEJO MUNICIPAL CODE.

Staff Report
Attachment 1: Ordinance
Attachment 2 - PowerPoint Presentation
Attachment 3 - Public Comments (regarding prior draft ordinance)

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is November 4, 2020.

Certificate of Recognition

Presented to

Big Fish Little Fish

Aliso Viejo
Business of the Month
October 2020

Presented this 21st day of October, 2020

Mike Munzing, Mayor

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
October 7, 2020, 6:30 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 Pro Tem Ackley called the Special Meeting of the City Council of the City of Aliso Viejo to order at 6:30 p.m.

ROLL CALL:

PRESENT: MAYOR PRO TEM TIFFANY ACKLEY *(via teleconference)*
COUNCILMEMBER ROSS CHUN *(via teleconference)*
COUNCILMEMBER DAVID C. HARRINGTON *(via teleconference)*
COUNCILMEMBER WILLIAM A. PHILLIPS *(via teleconference)*

ABSENT: MAYOR MIKE MUNZING

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
SEA SHELTON, HUMAN RESOURCES MANAGER

PUBLIC COMMENTS:

None.

CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representative: City Manager
Unrepresented employee: All City Employees

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

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

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Mayor
Unrepresented Employee: City Manager

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

ADJOURNMENT: Mayor Pro Tem Ackley adjourned the meeting at 7:11 p.m. to the October 7, 2020 Regular City Council Meeting.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
TIFFANY ACKLEY
MAYOR PRO TEM

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
October 7, 2020, 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 Pro Tem Ackley called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:15 p.m.

ROLL CALL:

PRESENT: MAYOR PRO TEM TIFFANY ACKLEY *(via teleconference)*
COUNCILMEMBER ROSS CHUN *(via teleconference)*
COUNCILMEMBER DAVID C. HARRINGTON *(via teleconference)*
COUNCILMEMBER WILLIAM A. PHILLIPS *(via teleconference)*

ABSENT: MAYOR MIKE MUNZING

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 MANAGER
SEA SHELTON, HUMAN RESOURCES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
LT. CHAD KAJFASZ, CHIEF OF POLICE SERVICES
SARAH LIMONES, SENIOR EMERGENCY MANAGEMENT PROGRAM COORDINATOR

PLEDGE OF ALLEGIANCE: City Manager David Doyle led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken. Please refer to the October 7, 2020 Special Meeting Minutes.

1. SPECIAL PRESENTATIONS:

1.1. PROCLAMATION - FIRE PREVENTION WEEK

Mayor Pro Tem Ackley presented the proclamation to OCFA Battalion Chief Ken Harrison. Chief Harrison expressed his appreciation and commented on the importance of fire prevention and safety.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

City Clerk Mitzi Ortiz read the following electronic communication into the record:

1. Bethany Hernandez expressed opposition to Proposition 16.

4. CONSENT CALENDAR:

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

Motion: Councilmember Harrington moved and Councilmember Chun seconded to approve the recommended actions. Motion carried 4-0-1, with Mayor Munzing absent.

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 – AUGUST 26, 2020 SPECIAL MEETING, SEPTEMBER 16, 2020 SPECIAL MEETING, AND SEPTEMBER 16, 2020 REGULAR MEETING

Recommended Action: Approve the subject Minutes as submitted.

4.3. SECOND READING AND ADOPTION OF AN ORDINANCE RELATING TO THE RECOVERY OF COSTS INCURRED BY THE ORANGE COUNTY SHERIFF'S DEPARTMENT'S RESPONSE TO FALSE ALARMS

Recommended Action: Conduct second reading and adopt Ordinance No. 2020-217 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING CHAPTER 8.34 TO THE ALISO VIEJO MUNICIPAL CODE RELATING TO THE RECOVERY OF COSTS INCURRED BY THE ORANGE COUNTY

SHERIFF'S DEPARTMENT'S RESPONSE TO FALSE ALARMS.

4.4. ACCOUNTS PAYABLE

Recommended Action:
1. Ratify accounts payable checks and electronic funds transfers issued September 03, 2020 in the amount of $2,326,472.20;
2. Ratify accounts payable checks and electronic funds transfers issued September 10, 2020 in the amount of $132,307.08; and
3. Ratify accounts payable checks and electronic funds transfers issued September 17, 2020 in the amount of $171,916.61.

4.5. TREASURER'S STATEMENT – AUGUST 2020

Recommended Action: Approve August 2020 Treasurer's Statement.

4.6. AWARD CONTRACT TO ONYX PAVING COMPANY, INC. FOR THE WINDSONG, CEDARBROOK, AND PARK AVENUE STREET REHABILITATION PROJECT

City Manager David Doyle introduced Public Works Director Shaun Pelletier, who provided an overview. Staff responded to questions regarding project schedule.

Recommended Action:
1. Approve Contract Documents, Specifications, and Plans for the Windsong, Cedarbrook, and Park Avenue Project;
2. Award a contract in the amount of $402,000 to Onyx Paving Company, Inc. as the lowest responsible bidder for the Windsong, Cedarbrook, and Park Avenue 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 $402,000 plus $40,200 (10% of the contract amount) to allow for contingencies, totaling $442,200;
5. Exempt this project from Chapter 8.12 Noise Control of the Aliso Viejo Municipal Code;
6. Approve the appropriation of $246,100 from unreserved Measure M fund balance and $246,100 from unreserved SB1 fund balance; and
7. 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 Phillips moved and Mayor Pro Tem Ackley seconded to approve the recommended actions. Motion carried 4-0-1, with Mayor Munzing absent.

4.7. CONFLICT OF INTEREST CODE BIENNIAL REVIEW

Recommended Action: Adopt Resolution No. 2020-35 approving the amended Conflict

of Interest Code, pursuant to the Political Reform Act, section 87303.

4.8. INVESTMENT POLICY

Recommended Action: Adopt Resolution No. 2020-36 which adopts the Investment Policy for Fiscal Year 2020-21 and rescinds Resolution No. 2019-13 in its entirety.

4.9. AUTHORIZE MAYOR'S SIGNATURE ON MULTI-JURISDICTIONAL LETTER TO SCAG

Recommended Action: Authorize the Mayor's signature on a letter to the Southern California Association of Governments (SCAG) President Rex Richardson requesting the agency's Regional Housing Needs Assessment (RHNA) Litigation Study Team be reconvened.

5. PUBLIC HEARINGS:

None.

6. DISCUSSION:

6.1. EMPLOYEE HEALTH BENEFIT ALLOWANCE AND PERSONNEL POLICY UPDATE

City Manager David Doyle provided an overview. Human Resources Manager Sea Shelton provided additional information.

Recommended Action: Adopt Resolution No. 2020-37 approving a 3.5% ($70.31 per month) increase to the employee health benefit allowance, effective January 1, 2021, and updates to the City's personnel policies.

Motion: Councilmember Chun moved and Councilmember Harrington seconded to approve the recommended actions. Motion carried 4-0-1, with Mayor Munzing absent.

7. CITY MANAGER' S REPORT:

City Manager David Doyle provided an update on the Aliso Viejo Ranch project.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Phillips:

- Encouraged Councilmembers to tour Aliso Viejo Ranch site
- Requested OCFA offer fire extinguisher training to the community

Councilmember Chun:

- Attended City's drive-in concert
- Commented on Active Minds Chapter created at Aliso Niguel High School
- Commended CUSD Against Racism on recent efforts
- Attended League of California Cities Annual Conference
- Attended SCAG Transportation Committee Meeting
- Commented on Red Cross fundraiser at Panda Express

Councilmember Harrington: None.

Mayor Pro Tem Ackley:
- Commented on various meetings regarding alleged incident with Police Services

9. **ADJOURNMENT:** Mayor Pro Tem Ackley adjourned the meeting at 7:42 p.m. to the regularly scheduled meeting of October 21, 2020.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
TIFFANY ACKLEY
MAYOR PRO TEM

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: October 21, 2020

TO: Mayor and City Council

FROM: Gina M. Tharani, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Action(s):

1. Ratify accounts payable checks and electronic funds transfers issued September 24, 2020 in the amount of $90,393.98 and
2. Ratify accounts payable checks and electronic funds transfers issued October 01, 2020 in the amount of $970,724.21

Fiscal Impact:

Expenditures in the amount of $1,061,118.19

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 September 24, 2020 through October 01,2020 for $1,061,118.19 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

09/24/2020

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
UNITED OF OMAHA LIFE INSURANCE CO.	OCT'20 LIFE INSURANCE	1,227.94
		1,227.94
ECONOMIC DEVELOPMENT		
CAROLYN WOJCIECHOWSKI	8/20-9/15-AVTC-THE ROW-LINE DANCING CLASS-3 WRKSHP	200.00
	ECONOMIC DEVELOPMENT TOTAL:	**200.00**
HUMAN RESOURCES		
MAGELLAN BEHAVIORAL HEALTH	OCT-DEC'20-EAP	165.00
	HUMAN RESOURCES TOTAL:	**165.00**
CITY CLERK		
SOUTHERN CALIFORNIA SHREDDING INC	9/9-STANDARD FILE BOX SHREDDING-MIN SRV CHARGE	115.00
CODE PUBLISHING COMPANY	MUNICIPAL CODE-CUMULATIVE PRINT SUPPLEMENT	427.35
	CITY CLERK TOTAL:	**542.35**
CITY ATTORNEY		
BEST BEST & KRIEGER	AUG'20-BBK - LEGAL SERVICES	17,487.51
BEST BEST & KRIEGER	AUG'20-BBK -COVID-19 EMERGENCY RESPONSE	1,095.00
BEST BEST & KRIEGER	AUG'20-BBK - CODE ENFORCEMENT	3,119.49
BEST BEST & KRIEGER	AUG'20-BBK - AGENDA REPORTS	3,708.90
BEST BEST & KRIEGER	AUG'20 BBK - LABOR & EMPLOYMENT	525.60
BEST BEST & KRIEGER	AUG'20 BBK-MAJOR GENERAL PLAN UPDATE-SPECIAL PROJ	205.50
BEST BEST & KRIEGER	AUG'20 BBK - #801 TOWN CTR SPECIFIC PLAN	1,768.00
	CITY ATTORNEY TOTAL:	**27,910.00**
INFORMATION TECHNOLOGY		
JOSE RUEL FABELLA DIRA	8/13-8/31/20-21 HRS-GIS MAPS UPDATE & LUCITY PROJ	2,100.00
	INFORMATION TECHNOLOGY TOTAL:	**2,100.00**
NON-DEPARTMENTAL		
IPROMOTEU.COM INC	AA,SP-BUSINESS CARDS	85.12
PEAK LIGHTING & ELECTRIC INC	SEP'20-VP-LIGHTING MAINTENANCE	171.93
RICOH USA	8/1-8/31/20 RICOH 2504EX (FRONT OFFICE)-COPIES	131.95
	NON-DEPARTMENTAL TOTAL:	**389.00**
C. S. ADMINISTRATION		
JEREMY HENDERSON	9/25-DRIVE-IN-CONCERT-DIRECTIONAL PARKING SERVICES	1,417.50
LEARNING RESOURCES NETWORK INC	FY20-21-SP/JB/NL/AA/LM-LERN MEMBERSHIP DUES	395.00
SELECT MULTIMEDIA CORPORATION	REM BAL-9/25-DRIVE-IN-CONCERT-SOUND EQUIP RENTAL	3,253.34
REMARKABLE MOVIE NIGHTS	9/25-DRIVE-IN-CONCERT-INFLATABLE SCREEN & CAMERA S	4,900.00
ALISO VIEJO MIDDLE SCHOOL	FY20-21 REC YOUTH PROGRAM GRANT	2,000.00
THE GLENNWOOD FOUNDATION	FY20-21- CAG-THE GLENNWOOD FOUNDATION	2,500.00
PARENTS FOR ALISO NIGUEL	FY20-21-CAG-PARENTS FOR ALISO NIGUEL	1,000.00
LAURA'S HOUSE	FY20-21-CAG-LAURA'S HOUSE	2,250.00
LAGUNA CANYON FOUNDATION	FY20-21-CAG-LAGUNA CANYON FOUNDATION	1,000.00
FAMILY ASSISTANCE MINISTRIES	FY20-21-CAG-FAMILY ASSISTANCE MINISTRIES	3,000.00
WELLNESS & PREVENTION FOUNDATION	FY20-21-CAG-WELLNESS & PREVENTION FOUNDATION	2,000.00
ASSISTANCE LEAGUE OF CAPISTRANO VALLEY	FY20-21-CAG-ASSISTANCE LEAGUE OF CAPISTRANO VALLEY	1,000.00
SOUTH COAST SYMPHONY	FY20-21-CAG-SOUTH COAST SYMPHONY	750.00
	C. S. ADMINISTRATION TOTAL:	**25,465.84**
IGLESIA PARK		
EL TORO WATER DISTRICT	8/10-9/9/20-MTR#4114 IGLESIA PARK WATER SRV	998.41
EL TORO WATER DISTRICT	8/10-9/9/20-MTR#3499 IGLESIA PARK WATER SRV	1,170.67
ANDY GUMP INC	5/20-6/19/20-IP-PORTABLE RESTROOM RENTAL SERVICE	195.62
	IGLESIA PARK TOTAL:	**2,364.70**
IGLESIA BUILDING		
TEAM ONE MANAGEMENT SERVICES	SEP'20-IPCC-JANITORIAL SERVICE	820.00
EL TORO WATER DISTRICT	8/10-9/9/20 MTR#1850 IGLESIA BUILDING WATER SERVIC	224.80
	IGLESIA BUILDING TOTAL:	**1,044.80**

Vendor Name	Description (Item)	Amount
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	AUG'20-COMMUNICATION CHARGES	1,032.00
	LAW ENFORCEMENT-OTHER TOTAL:	**1,032.00**
	GENERAL FUND TOTAL:	**62,441.63**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
TEAM ONE MANAGEMENT SERVICES	SEP'20-CH-JANITORIAL SERVICE & SUPPLIES	2,766.87
PEAK LIGHTING & ELECTRIC INC	SEP'20-CITY HALL-LIGHTING MAINTENANCE	197.99
WAXIE'S ENTERPRISES, INC	SEP'20-CH-MULTIFOLD TOWELS	66.10
	NON-DEPARTMENTAL TOTAL:	**3,030.96**
	GEN. FD-CITY HALL TOTAL:	**3,030.96**
103 - GF-AV RECREATION SERVICES		
RECREATION SERVICES		
SO CAL EDISON	AUG'20 ACCT#3176 AV RANCH ELECTRICITY	185.53
SO CAL EDISON	AUG'20 ACCT#3234 AV RANCH ELECTRICITY	43.87
	RECREATION SERVICES TOTAL:	**229.40**
	GF-AV RECREATION SERVICES TOTAL:	**229.40**
203 - GAS TAX		
STREET MAINTENANCE		
APPLIED CONCEPTS INC	PW-ELECTRONIC PORTABLE MESSAGE BOARD	14,569.98
EL TORO WATER DISTRICT	8/10-9/9/20 MTR #5675 CALLE CORTEZ WATER SERVICE	107.93
SAN DIEGO GAS & ELECTRIC	AUG'20 ACCT#6953 ST LIGHTS & TRAFFIC CONTROLLERS	2,043.83
	STREET MAINTENANCE TOTAL:	**16,721.74**
	GAS TAX TOTAL:	**16,721.74**
215 - PUBLIC SAFETY GRANTS		
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	SEP'20 AFIS	2,259.00
	LAW ENFORCEMENT-OTHER TOTAL:	**2,259.00**
	PUBLIC SAFETY GRANTS TOTAL:	**2,259.00**
261 - CITY FAC.-AQUATIC CENTER		
GEN-AQUATIC CENTER		
CTJAMJT CORP.	SEP'20-AQ CTR-PEST CONTROL SERVICE	110.00
TEAM ONE MANAGEMENT SERVICES	SEP'20-AQ CTR-JANITORIAL SERVICE	1,180.00
PEAK LIGHTING & ELECTRIC INC	SEP'20-AQ CTR-LIGHTING MAINTENANCE	189.50
	GEN-AQUATIC CENTER TOTAL:	**1,479.50**
	CITY FAC.-AQUATIC CENTER TOTAL:	**1,479.50**
340 - COP-CERTIFICATE OF PARTICIPATION		
CAPITAL IMPROVEMENTS		
DUDEK	JUL'20#049 AV RANCH MITIGATION MONITORING	1,243.75
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	AUG'20 #049 AV RANCH LLA & ADD'L SURVEY	1,980.00
	CAPITAL IMPROVEMENTS TOTAL:	**3,223.75**
	COP-CERTIFICATE OF PARTICIPATION TOTAL:	**3,223.75**
711 - DEPOSIT ACCOUNTS FUND		
BEST BEST & KRIEGER	AUG'20 BBK-PA 18-020/MICROBREWERY/7 JOURNEY	1,008.00
		1,008.00
	DEPOSIT ACCOUNTS FUND TOTAL:	**1,008.00**
	GRAND TOTAL:	**90,393.98**

Accounts Payable

10/01/2020

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
ISAAC AZIZ	IA-AV CITY COMPUTER LOAN PROG-SURFACE BOOK	3,000.00
CALPERS HEALTH	SEP'20-ADJ-RR-CALPERS HEALTH PREMIUM	1,677.62
CALPERS HEALTH	OCT'20 CALPERS HEALTH PREMIUM	22,206.82
CALPERS HEALTH	OCT'20-COUNCIL CALPERS HEALTH PREMIUM	1,677.62
		28,562.06
CITY MANAGER		
CALPERS HEALTH	OCT'20-PG-HEALTH PREMIUM	139.00
STAPLES ADVANTAGE	CM-PENS/SHARPIES/FOLDERS/TAPE	60.97
	CITY MANAGER TOTAL:	**199.97**
ECONOMIC DEVELOPMENT		
T & G GLOBAL LLC	DEPOSIT-HOLIDAY LIGHTS AT THE ROW	7,675.00
	ECONOMIC DEVELOPMENT TOTAL:	**7,675.00**
FINANCE		
CALPERS HEALTH	OCT'20 CALPERS ADMIN FEE	61.42
CALPERS HEALTH	OCT'20 CALPERS ADMIN FEE	4.03
PARS	JUL'20 REP FEES	300.00
STAPLES ADVANTAGE	FIN-OFFICE SUPPLIES	25.34
GFOA	FY 20-21-GFOA-BUDGET AWARD FEES	575.00
	FINANCE TOTAL:	**965.79**
INFORMATION TECHNOLOGY		
JIVE COMMUNICATIONS INC	SEP'20 JIVE VOIP PHONE SERVICE	1,809.46
VICTORY LOCK CONTROL, INC	CH -FRONT LOBBY & CC-SENSOR SWITCHES INSTALLATION	826.28
	INFORMATION TECHNOLOGY TOTAL:	**2,635.74**
NON-DEPARTMENTAL		
DS SERVICES OF AMERICA, INC	SEP'20-CH-BOTTLED WATER SERVICE	18.16
CIVICPLUS INC	FY20-21-CIVIC PLUS-WEBSITE MAINT & HOSTING	4,195.80
ALISO VIEJO SELF STORAGE	OCT'20 RENTAL STORAGE UNIT#519	315.00
RICOH USA	8/12-9/11/20-RICOH 2504 (BACK OFFICE)-COPIES	135.19
NIEVES LANDSCAPE INC	SEP'20-VISTA PARK LANDSCAPE MAINTENANCE	276.78
STAPLES ADVANTAGE	CEN-COFFEE/TEA/ENVELOPES/COPY PAPER	291.57
	NON-DEPARTMENTAL TOTAL:	**5,232.50**
C. S. ADMINISTRATION		
CALPERS HEALTH	OCT'20-HW-HEALTH PREMIUM	139.00
CALPERS HEALTH	OCT'20-DP-HEALTH PREMIUM	139.00
ALLIANT INSURANCE SERVICES INC	OCT'20 -THE ROW-SPECIAL EVENTS INSURANCE	428.00
	C. S. ADMINISTRATION TOTAL:	**706.00**
IGLESIA PARK		
NIEVES LANDSCAPE INC	SEP'20-IGLESIA PARK LANDSCAPE MAINTENANCE	7,480.00
	IGLESIA PARK TOTAL:	**7,480.00**
IGLESIA BUILDING		
SONITROL ORANGE COUNTY LLC	OCT'20-IPCC-ACCESS CONTROL SERVICE	90.00
HARBOR POINTE AIR CONDITION	9/3/20-IPCC-HVAC-WATER LEAK REPAIR	169.63
HARBOR POINTE AIR CONDITION	9/8-IPCC-IOMPRESSOR W/TRIPPED BREAKER INSPECTION	219.50
HARBOR POINTE AIR CONDITION	9/8/20-IPCC- HVAC MAINT	165.85
	IGLESIA BUILDING TOTAL:	**644.98**
PLANNING		
CALPERS HEALTH	OCT'20-MF-HEALTH PREMIUM	139.00
	PLANNING TOTAL:	**139.00**
ENGINEERING (GENERAL)		
STAPLES ADVANTAGE	ENG-MARKERS/LABEL MAKER TAPE	20.98
	ENGINEERING (GENERAL) TOTAL:	**20.98**
LAW ENFORCEMENT-OTHER		
THE TOLL ROADS	OCT-DEC'20-LE TOLL ROADS CHARGES	1,000.00

Vendor Name	Description (Item)	Amount
OC HARLEY DAVIDSON	LE-HARLEY M/C-VIN#8767-RIFLE MOUNT/REPLACE BATTERY	386.72
OC HARLEY DAVIDSON	LE-HARLEY M/C VIN#8767-SHIFTER FORK REPLACEMENT	2,077.65
	LAW ENFORCEMENT-OTHER TOTAL:	**3,464.37**
	GENERAL FUND TOTAL:	**57,726.39**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
ALEJANDRO SOLIS	SEP'20-CH-2ND FLOOR-PAINTING SERVICE	1,984.72
SONITROL ORANGE COUNTY LLC	OCT'20-CH-ACCESS CONTROL SERVICE	501.35
SONITROL ORANGE COUNTY LLC	OCT'20-CH-INTRUSION DETECTION	178.24
FOSTERS' GARDENS INC	SEP'20 PLANT MAINTENANCEE	165.00
NIEVES LANDSCAPE INC	SEP'20-CITY HALL LANDSCAPE MAINTENANCE	454.17
HARBOR POINTE AIR CONDITION	9/11/20-CH-HVAC MAINT	1,620.54
VICTORY LOCK CONTROL, INC	CITY HALL-REPLACE-ENTRANCE HANDLE LOCK	260.11
PACIFIC PARK II ASSOCIATION	OCT'20 CITY HALL HOA ASSESSMENT	329.39
	NON-DEPARTMENTAL TOTAL:	**5,493.52**
	GEN. FD-CITY HALL TOTAL:	**5,493.52**
103 - GF-AV RECREATION SERVICES		
RECREATION SERVICES		
SKYHAWKS SPORTS ACADEMY, INC	9/16-THE ROW-SUPER TOTS CLASS	40.00
SONITROL ORANGE COUNTY LLC	OCT'20-AV CTR &AQ CTR- ACCESS CONTROL	103.00
WAXIE'S ENTERPRISES, INC	CS-HAND SANITIZER STATIONS REFILL	275.71
	RECREATION SERVICES TOTAL:	**418.71**
	GF-AV RECREATION SERVICES TOTAL:	**418.71**
261 - CITY FAC.-AQUATIC CENTER		
GEN-AQUATIC CENTER		
TROY ALARM INC	10/1-12/31/20-AQ CTR- FIRE ALARM MONITORING	147.00
NIEVES LANDSCAPE INC	SEP'20-AQ CTR-LANDSCAPE MAINTENANCE	245.45
STAPLES ADVANTAGE	AQ CTR-COPY PAPER/TONER/POST-ITS	232.90
HARBOR POINTE AIR CONDITION	8/19/20-AQ CTR-HVAC-CONTROL BOARD TROUBLESHOOT	439.00
	GEN-AQUATIC CENTER TOTAL:	**1,064.35**
	CITY FAC.-AQUATIC CENTER TOTAL:	**1,064.35**
311 - STREET IMPROVEMENTS		
ALL AMERICAN ASPHALT	JUL'20 #129 SLURRY SEAL-RETENTION	(10,813.21)
ALL AMERICAN ASPHALT	AUG'20 #129 SLURRY SEAL	(36,681.25)
		-47,494.46
STREETS & HIGHWAYS		
ALL AMERICAN ASPHALT	JUL'20 #129 SLURRY SEAL-MOBILIZATION/TRAFFIC CTRL	216,264.20
ALL AMERICAN ASPHALT	AUG'20 #129 SLURRY SEAL-MOBILIZATION/TRAFFIC CTRL	733,625.00
	STREETS & HIGHWAYS TOTAL:	**949,889.20**
	STREET IMPROVEMENTS TOTAL:	**902,394.74**
711 - DEPOSIT ACCOUNTS FUND		
RJM DESIGN GROUP INC	AUG'20-ENG#5042/SOKA RES-LANDSCAPING-FINAL WALK	1,374.95
RJM DESIGN GROUP INC	AUG'20-ENG#2233/95 ARGONAUT-1ST REVIEW OF DELTA1	751.55
CELLEA BELOTTI	P#20-0135-REFUND-CELLEA BELOTTI/49 DOGWOOD-AV	500.00
PACIFIC TUSK BUILDERS	P#20-0572-REFUND-PACIFIC TUSK BUILDERS/85 ENT	1,000.00
		3,626.50
	DEPOSIT ACCOUNTS FUND TOTAL:	**3,626.50**
	GRAND TOTAL:	**970,724.21**

City of Aliso Viejo
AGENDA ITEM

DATE: October 21, 2020

TO: Mayor and City Council

FROM: Gina M. Tharani, Director of Financial Services/City Treasurer

SUBJECT: COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) ANNUAL REPORT FISCAL YEAR 2020/21

Recommended Action:

Receive and file the Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) Annual Report for Fiscal Year 2020/21.

Fiscal Impact:

None

Background:

Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) ("CFD No. 2005-01") was formed by the City on March 16, 2005 for the purpose of financing the acquisition and/or construction of certain public improvements to be owned by the City, the County of Orange and Moulton Niguel Water District. On December 6, 2007, the City issued the CFD No. 2005-01 (Glenwood at Aliso Viejo) 2007 Special Tax Bonds (the "2007 Bonds") in the amount of $34,070,000. Proceeds of the Bonds were used to finance the acquisition and construction of the authorized public facilities. On February 13, 2014, the City issued for CFD No. 2005-01 the 2014 Special Tax Refunding Bonds in the aggregate amount of $32,270,000 ("Refunding Bonds"). The Refunding Bonds were issued to take advantage of favorable market interest rates, reduce debt service payments, and ultimately provide savings to property owners by lowering their special assessments.

The Annual Report provides certain general, financial and administrative information related to CFD No. 2005-01, including: (I) the Special Tax Levy for Fiscal Year 2020/21, the current Fiscal Year, (II) Summary of Delinquent Special Taxes for Fiscal Year 2019/20 and prior years, (III) Fund Balances as of June 30, 2020 and Fund/Account Descriptions, (IV) Background of CFD No. 2005-01, (V) and Summary of the projected and actual development within CFD No. 2005-01. The information described above is provided to the City for informational purposes only and is not required by any statute of law.

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

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

Section VI. of the Annual Report includes information regarding the amount of annual Special Taxes collected and the authorized expenditures for Fiscal Year 2019/20.

Discussion:

Fiscal year 2007/08 was the first year CFD No. 2005-01 levied assessments. Special assessments were levied in fiscal year 2019/20 in the total amount of $2,100,721. As of June 30, 2020, the County had collected and apportioned to the City $2,077,395 of the amounts levied in fiscal year 2019/20. During fiscal year 2019/20, assessments collected in fiscal year 2019/20 combined with certain existing funds on balance were used to pay debt service due on the Refunding Bonds in the total amount of $2,026,860 and an additional $36,203 has been transferred to pay for administrative expenses of the CFD for Fiscal Year 2019/20 and 2020/21. Special assessments were levied in the amount of $2,051,054 for fiscal year 2020/21, the current fiscal year, and will be collected and apportioned by the County of Orange commencing December 2020. The collection of special assessments in fiscal year 2020/21 will be reported in the Annual Report prepared in the next fiscal year.

An Improvement Fund was established pursuant to a Fiscal Agent Agreement executed in connection with the issuance of the Refunding Bonds to finance remaining obligations for the construction of the City's aquatic center facilities. All monies on deposit in the Improvement Fund have been disbursed to pay for authorized facilities and the fund was subsequently closed.

In order to be in compliance with the Accountability Act (Sections 50075.1 and 53410 of the Government Code of the State of California), City Council must accept and file the Annual Report Fiscal Year 2020/21 for CFD No. 2005-01.

Attachment:

1. Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) Annual Report Fiscal Year 2020/21

MUNICIPALITIES | SCHOOL DISTRICTS | CITIES | COUNTIES | PARK & RECREATION | WATER DISTRICTS | MUNICIPALITIES | SCHOOL DISTRICTS | COMMUNITIES



ALISO VIEJO

Live Life Inspired

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)

ANNUAL REPORT
FISCAL YEAR 2020/21

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INTRODUCTION

This Annual Special Tax Report ("Report") summarizes certain general, financial and administrative information related to Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) ("CFD No. 2005-01") of the City of Aliso Viejo ("City"). The Report outlines the following for CFD No. 2005-01: (I) Special Tax Levy for Fiscal Year 2020/21, (II) Summary of Delinquent Special Taxes, (III) Fund Balances and Descriptions, (IV) Background of CFD No. 2005-01, (V) Development Summary, and (VI) Reporting of information in compliance with the Local Agency Special Tax and Bond Accountability Act (SB 165). The Report also includes Attachments that are referenced by and/or supplement the information outlined herein. All capitalized terms not defined herein are used as defined in the Modified Rate and Method of Apportionment ("RMA") (see Attachment 3 for a full copy of the RMA).

SECTION I. SPECIAL TAX LEVY FOR FY 2020/21

Section I of the Report contains information for the determination of the Fiscal Year ("FY") 2020/21 Special Tax levy.

A. Annual Special Tax Requirement

The Annual Special Tax Requirement represents the interest and principal payments due on the CFD No. 2005-01 2014 Special Tax Refunding Bonds ("Refunding Bonds") in Calendar Year 2021, estimated Administrative Expenses and anticipated delinquencies for FY 2020/21, and the funds available to offset the Special Tax Obligation. The Annual Special Tax Requirement calculated in accordance with the RMA is $2,051,060.22. The table below shows the calculation used to determine the FY 2020/21 Annual Special Tax Requirement. FY 2019/20 amounts are shown for comparison.

SPECIAL TAX COMPONENTS	FY 2020/21 DOLLARS	FY 2019/20 DOLLARS
Principal Due (September 1)	$710,000.00	$640,000.00
Interest Due (March 1)	712,025.00	726,325.00
Interest Due (September 1)	712,025.00	726,325.00
Administrative Expenses	39,583.00	38,808.00
Anticipated Delinquencies	41,021.00	31,195.00
Special Taxes Available for Facilities	0.00	0.00
Subtotal: Special Tax Obligation	*$2,214,654.00*	*$2,162,653.00*
Less: Available Sources of Funds		
Available Funds[1]	($163,593.78)	($61,927.71)
Subtotal: Available Sources of Funds	*($163,593.78)*	*($61,927.71)*
SPECIAL TAX REQUIREMENT	**$2,051,060.22**	**$2,100,725.29**

[1] Based on account balances in the Special Tax Fund, Administrative Expense Fund and Surplus Account as of May 31, 2020 plus anticipated remaining special tax receipts from the County, less any remaining debt service obligations for Bond Year 2020.

B. Distribution of Special Tax

Special Taxes that CFD No. 2005-01 may levy are limited by the RMA. The FY 2020/21 Annual Special Tax rate, number of units and/or Acreage levied and aggregate levy amount for each Special Tax classification are listed in the following table.

LAND USE CLASS	BUILDING SQUARE FOOTAGE	NUMBER OF UNITS/ ACRES	FY 2020/21 MAXIMUM SPECIAL TAX	FY 2020/21 APPLIED ANNUAL SPECIAL TAX	PERCENT OF MAXIMUM	FY 2020/21 LEVY AMOUNT
ZONE 1						
Residential	< 1,901	141	$3,786.88	$2,898.32	76.54%	$408,663.12
Residential	1,901 – 2,350	23	$5,475.82	$4,190.98	76.54%	$96,392.54
Residential	2,351 – 2,800	86	$5,858.48	$4,483.84	76.54%	$385,610.24
Residential	2,801 – 3,250	70	$6,749.14	$5,165.52	76.54%	$361,586.40
Residential	3,251 – 3,700	87	$7,639.78	$5,847.18	76.54%	$508,704.66
Residential	3,701 – 4,150	47	$7,758.54	$5,938.08	76.54%	$279,089.76
Residential	4,151 – 4,600	0	$8,853.68	$6,776.26	76.54%	$0.00
Residential	> 4,600	0	$9,038.42	$6,917.66	76.54%	$0.00
Residential	Prepaid Parcels	1	$0.00	$0.00	NA	$0.00
ZONE 2						
Residential	< 1,901	0	$1,451.42	$1,110.86	76.54%	$0.00
Residential	1,901 – 2,350	0	$1,583.38	$1,211.84	76.54%	$0.00
Residential	2,351 – 2,800	0	$1,715.30	$1,312.82	76.54%	$0.00
Residential	2,801 – 3,250	0	$2,638.96	$2,019.74	76.54%	$0.00
Residential	3,251 – 3,700	2	$3,496.62	$2,676.16	76.54%	$5,352.32
Residential	3,701 – 4,150	2	$3,694.54	$2,827.64	76.54%	$5,655.28
Residential	4,151 – 4,600	0	$4,697.34	$3,595.16	76.54%	$0.00
Residential	> 4,600	0	$4,882.08	$3,736.54	76.54%	$0.00
NON-RESIDENTIAL AND UNDEVELOPED PROPERTIES						
Non-Residential	N/A	0	$72,331.20	$0.00	0.00%	$0.00
Undeveloped	N/A	0	$83,008.41	$0.00	0.00%	$0.00
TOTAL[1]	**N/A**	**459 UNITS/ 0.00ACRES**	**N/A**	**N/A**	**N/A**	**$2,051,054.32**

[1] Any difference between the special tax requirement detail in Section I-A above and the actual levy amount is due to rounding.

C. Estimated Administrative Expenses

Each year a portion of the Special Tax levy goes to pay the ongoing costs of administration. The estimated FY 2020/21 Administrative Expenses are shown below followed by a description of each line item.

ADMINISTRATIVE EXPENSES	FY 2020/21 DOLLARS	FY 2019/20 DOLLARS
City Staff and Expenses	$22,530.00	$21,656.00
Consultant Fees and Expenses	10,500.00	10,450.00
County Tax Collection Fees	6,153.00	6,302.00
Other Fees and Expenses	400.00	400.00
TOTAL EXPENSES	**$39,583.00**	**$38,808.00**

City Staff and Expenses – Includes staff time spent on the administration of CFD No. 2005-01, its accounts and obligations as well as expenses related to CFD No. 2005-01 including postage, supplies, copying, telephone, and technology costs.

Consultant Fees and Expenses – Includes the City's estimated costs to hire consultants related to the administration of CFD No. 2005-01. Consultants used include attorneys, fiscal agent and the special tax administrator. These consultants monitor the special taxes collected by CFD No. 2005-01, provide for the timely payment of debt service, and compliance with State and Federal laws and reporting requirements.

County Tax Collection Fee – Refers to the processing fee charge by the County of Orange ("County") for placing the Special Taxes on the County Property Tax roll. The County currently charges 0.3% of the amount applied to the Tax roll.

Other Fees and Expenses – This item has been added to protect CFD No. 2005-01 from unanticipated unbudgeted costs.

SECTION II. SUMMARY OF DELINQUENT SPECIAL TAXES

CFD No. 2005-01 levied a total of $2,100,720.82 in Special Taxes in FY 2019/20. As of September 30, 2020, three (3) parcels were delinquent in their FY 2019/20 Special Tax obligation in the total amount of $10,554.60, which translates to an aggregate delinquency rate of 0.50%.

Delinquent Special Taxes as of September 30, 2020 for FY 2019/20 and the four (4) previous Fiscal Years are summarized in the table below:

FISCAL YEAR	NO. OF PARCELS LEVIED	NO. OF PARCELS DELINQUENT	TOTAL ANNUAL LEVY	ANNUAL DELINQUENT AMOUNT[1]	PERCENT OF ANNUAL DELINQUENT
2015/16	459	0	$1,946,831.12	$0.00	N/A
2016/17	459	0	$1,997,540.50	$0.00	N/A
2017/18	459	0	$2,054,151.24	$0.00	N/A
2018/19	459	0	$2,065,929.10	$0.00	N/A
2019/20	459	3	$2,100,720.82	$10,554.60	0.50%

[1] Data was obtained from the Orange County Auditor-Controller's Office.

The City has covenanted to the bondholders of the Refunding Bonds that the City will commence and diligently pursue judicial foreclosure proceedings against (i) properties under common ownership with delinquent Special Taxes in the aggregate of $10,000 or more by October 1 following the close of the Fiscal Year and (ii) all properties with delinquent Special Taxes if the amount collected by October 1 in prior Fiscal Year Special Taxes is less than ninety-five percent (95%) of the total amount levied in the prior Fiscal Year. Collections received from Fiscal Year 2019/20 Special Taxes exceed 95%. In addition, no property owner is delinquent in their payment of Special Taxes in an aggregate amount of $10,000 or more. Accordingly, no actions are required by the City at this time.

SECTION III. FUND BALANCES & DESCRIPTION

The balances as of June 30, 2020 of the funds, accounts and subaccounts established pursuant to the Fiscal Agent Agreement ("FAA") executed in association with the Refunding Bonds are shown in the table below. The funds are currently being held by The Bank of New York Mellon Trust Company, N.A., acting as fiscal agent ("Fiscal Agent").

FUND, ACCOUNT, SUBACCOUNT	ACCOUNT NUMBER	BALANCE
Special Tax Fund	517346	$1,407,505.08
Administrative Expense Fund	517347	$39,583.00
Costs of Issuance Fund	517348	$0.00
Improvement Fund	517349	$0.00
Bond Fund - Interest Account	517350	$132,582.93
Bond Fund - Principal Account	517351	$0.00
Reserve Fund	517352	$3,050,462.52
Rebate Fund	517353	$0.00

The following provides a description of the major funds, accounts and sub-accounts:

Special Tax Fund

The Fiscal Agent deposits monies collected from the payment of Special Tax Revenues (or any proceeds from the sale of property collected pursuant to the foreclosure provisions of the FAA) and Special Tax Prepayments into this fund to be held in trust and transferred on the dates, in the amounts and in the priority as set forth in the FAA.

Administrative Expense Fund

The Fiscal Agent holds this fund for payment of Administrative Expenses as defined in the FAA. Interest earnings from investments of this fund are retained in this fund.

Reserve Fund

Moneys in the Reserve Fund are held in trust for the payment of the principal, interest and any premium on the Refunding Bonds. Amounts exceeding the Reserve Requirement shall be transferred to the Interest Account and Principal Account at the request of the City in accordance with the FAA. The Reserve Requirement, as of any date of calculation, is equal to the lesser of the (1) Maximum Annual Debt Service on the Refunding Bonds (2) 125% of the average Annual Debt Service on the Refunding Bonds, or (3) 10% of the original principal amount of the Refunding Bonds.

The Reserve Requirement as of June 30, 2020 was $2,992,500.00.

Bond Fund

Interest and Principal Accounts

On or before each Interest Payment Date, the Fiscal Agent shall deposit enough money, together with any amounts already on deposit, to pay the required principal of, interest, and any premium on the Refunding Bonds.

Costs of Issuance Fund

Authorized expenses and/or payments paid out of this fund included, among other things, printing costs; costs of reproducing and binding documents, including but not limited to the preliminary official statement and the official statement regarding the Refunding Bonds; closing costs; filing and recording fees; fees and expenses of counsel to the District; expenses incurred by the City in connection with the issuance of the Refunding Bonds; Bond (underwriter's discount); legal fees and charges, including bond counsel, disclosure counsel and counsel to the underwriter; financial advisor's fees; appraiser's fees and costs; tax consultant's fees and costs; charges for authentication, transportation and safekeeping of the Refunding Bonds; and other costs, charges and fees in connection with the foregoing.

Improvement Fund

Moneys in the Improvement Fund shall be disbursed for the payment or reimbursement of the costs of the design, acquisition and construction of authorized facilities. More specifically, the funds deposited in the Improvement Fund established in connection with the Refunding Bonds will be used to finance remaining obligations for the construction of the City's aquatic center facilities. A more detailed description of the authorized facilities of the CFD No. 2005-01 is presented in Attachment 5 of this Report, including those facilities that have been completed.

SECTION IV. BACKGROUND OF CFD NO. 2005-01

A. Summary Table of Information

The following table shows information related to the formation of CFD No. 2005-01 and the outstanding bond issue for CFD No. 2005-01:

CFD FORMATION	
Date of Resolution of Intention to Establish	March 16, 2005
Resolution of Intention Number	2005-017
Date of Resolution of Formation	April 20, 2005
Resolution of Formation Number	2005-024
2014 REFUNDING BOND ISSUE OF CFD NO. 2005-01	
Bond Issuance Amount	$32,270,000
Interest Rate Range	2.00% - 5.00%
Foreclosure Covenants	<95% aggregate Special Tax levy or >$10,000 per owner
Bonds Subject to Arbitrage	Yes
Bond Rating	S&P: BBB+
County Fund Number	R1 084

B. CFD No. 2005-01 Background

On March 16, 2005, the City Council of the City of Aliso Viejo adopted a resolution of intention to form a community facilities district under the Act, including two zones therein, to levy a special tax and to incur bonded indebtedness for the purpose of financing public infrastructure facilities in and for each improvement area within the district. After conducting a noticed public hearing, the City Council adopted resolutions establishing CFD No. 2005-01, providing for a special tax, approving the proposed rate and method of appointment of the special tax and approving the issuance of bonded indebtedness to finance the authorized facilities, and calling a special election to submit to the qualified electors within CFD No. 2005-01 the propositions to levy the special tax and the issuance of bonds.

On April 20, 2005, an election was held within CFD No. 2005-01 in which the landowner(s) eligible to vote unanimously approved the levy of special tax and the incurrence of bonded indebtedness in an amount not to exceed $37,500,000.

Subsequently, the City Council instituted proceedings to amend the rate and method of apportionment. On November 1, 2006, an election was held at which election the qualified electors of CFD No. 2005-01 approved amendments to the rate and method of apportionment, which included (1) the establishment of separate special tax rates and zones for parcels subject to both the Orange County Community Facilities District No. 88-1 and CFD No. 2005-01 (“Zone 2”) (2) the reduction of Residential Property Land Uses Classes, and (3) reduction of the Maximum Annual Special Tax rate for Non-Residential Property and Undeveloped Property.

CFD No. 2005-01 consists of approximately 42.32 taxable acres comprising a master-planned development known as Glenwood at Aliso Viejo. CFD No. 2005-01 is fully built out and contains 459 single-family residential ("SFR") dwelling units, 43 Affordable Units that are not subject to the CFD No. 2005-01 Special Tax and other parcels representing exempt properties such as slopes open space, public right-of-way, parcels owned by the City and developed as a Community Center, Aquatic Center, and a public park. The number of single-family residential dwelling units originally planned to be built within each Zone is listed in the table below.

ZONE	NUMBER OF PROJECTED UNITS	
1	SFR Property	455
	Affordable Units	43
2	SFR Property	4
TOTAL		**502**

C. Boundaries

CFD No. 2005-01 is located on the northeast corner of Glenwood Drive and Aliso Creek Road. A reduced map of the boundaries of CFD No. 2005-01 titled "Map of Proposed Boundaries of Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo)" is incorporated herein as Attachment 2.

A full-scale map is on file with the Clerk of the City of Aliso Viejo and was recorded with the County Recorder in the County of Orange in Book 90 of Maps of Assessment and Community Facilities Districts, Page 46, Document No. 2005000222493.

D. The Bonds

Authority of Issuance

Bonds are authorized to be issued by the City under the Act, as amended, and other applicable laws of the State of California.

Purpose of the Bonds

Bonds were issued on December 6, 2007 in the amount of $34,070,000 ("2007 Bonds"), the proceeds of which were used primarily to finance the costs of acquisition, construction, expansion, improvement and rehabilitation of authorized facilities within CFD No. 2005-01. These facilities are further described in Attachment 5 of this Report.

On February 13, 2014, the City issued for CFD No. 2005-01, the 2014 Special Tax Refunding Bonds in the aggregate amount of $32,270,000 ("Refunding Bonds"). The Refunding Bonds were issued to refund the outstanding 2007 Bonds, fund a reserve fund, and pay the cost of issuing the Refunding Bonds.

The purpose of the bond refunding was to take advantage of favorable market interest rates, which as a result provided a reduction in debt service payments. The average annual saving in debt service payments was applied towards reducing property owners' special tax payments beginning in FY 2014/15.

Foreclosure Covenants

The City has covenanted to the bondholders of the Refunding Bonds that the City will commence and diligently pursue judicial foreclosure proceedings against (i) properties under common ownership with delinquent Special Taxes in the aggregate of $10,000 or more by October 1 following the close of the Fiscal Year and (ii) all properties with delinquent Special Taxes if the amount collected by October 1 in prior Fiscal Year Special Taxes is less than ninety-five percent (95%) of the total amount levied.

Koppel & Gruber Public Finance ("K&G Public Finance") will examine the records of the County by October 1 of each Fiscal Year to determine the amount of delinquencies and will assist in pursuing each delinquency.

Arbitrage Covenants

The City has covenanted that it will determine whether any portion of investment from any account established by the FAA must be rebated to the Federal Government. K&G Public Finance and/or its sub consultant have been retained to perform the calculations for the Refunding Bonds. The next installment calculation is scheduled for 2023.

SECTION V. DEVELOPMENT SUMMARY

CFD No. 2005-01 is fully developed with five hundred and two (502) single-family residential units, including four hundred and fifty-five (455) taxable units of Residential Property within Zone 1, forty-three (43) Affordable Units within Zone 1, and four (4) taxable units of Residential Property within Zone 2. There were development changes that departed from the May 2011 Development Plan. The following table summarizes the number of units planned per the May 2011 Development Plan and the actual number of units with a Special Tax levy for FY 2020/21 by Land Use Class.

LAND USE CLASS	BUILDING SQUARE FOOTAGE	NUMBER OF PLANNED UNITS[1]	NUMBER OF DEVELOPED UNITS
ZONE 1			
Residential Property	< 1,901	141	141
Residential Property	1,901 – 2,350	21	23
Residential Property	2,351 – 2,800	82	86
Residential Property	2,801 – 3,250	62	71
Residential Property	3,251 – 3,700	91	87
Residential Property	3,701 – 4,150	58	47
Residential Property	4,151 – 4,600	0	0
Residential Property	>4,600	0	0
Affordable Units[2]	NA	43	43
ZONE 2			
Residential Property	< 1,901	0	0
Residential Property	1,901 – 2,350	0	0
Residential Property	2,351 – 2,800	0	0
Residential Property	2,801 – 3,250	0	0
Residential Property	3,251 – 3,700	2	2
Residential Property	3,701 – 4,150	2	2
Residential Property	4,151 – 4,600	0	0
Residential Property	>4,600	0	0
Affordable Units	NA	0	0
TOTAL		**502 UNITS**	**502 UNITS**

[1] Based on the Development Plan prepared by Shea Homes and dated May 17, 2011.

[2] Affordable Units are not subject to the CFD No. 2005-01 Special Tax.

SECTION VI. LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT COMPLIANCE (SB 165)

A. Background

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

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

The information contained in this Section has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2019/20.

B. Bond Proceeds

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

Refunding Bond Proceeds

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

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

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

C. Collection of Special Taxes

In accordance with the FAA, all Special Taxes collected by the City shall be deposited in the Special Tax Fund. The table below provides a summary of the Special Taxes deposited, interest accrued, transfers, and other transactions within the special tax fund established for the 2007 Bonds and the Special Tax Fund established under the FAA for fiscal year ended June 30, 2020.

Special Tax Fund

ITEM	BALANCE
BEGINNING BALANCE AS OF JULY 1, 2019	**$1,321,452.84**
Sources of Funds	
Special Tax Receipts	$2,077,395.03
Interest Accrued	11,781.31
Miscellaneous Transfers In[1]	59,939.00
Subtotal: Sources	*$2,149,115.34*
Uses of Funds	
Transfers to Administrative Expense Fund[2]	($36,203.57)
Transfers to Bond Fund (Debt Service)	(2,026,859.53)
Miscellaneous Transfers (out)	0.00
Subtotal: Uses	*($2,063,063.10)*
ENDING BALANCE AS OF JUNE 30, 2020	**$1,407,505.08**

[1] Consists of a special tax prepayment made by a parcel owner. The deposit, along with funds transferred from the Reserve Fund, will be used to call a portion of the outstanding Refunding Bonds on September 1, 2020.

[2] Represents the total amount transferred to the Administrative Expense Fund representing Administrative Expenses budgeted for Fiscal Year 2020/21.

D. Authorized Facilities

CFD No. 2005-01 is authorized to finance the acquisition and construction of certain facilities to be owned by the City, the County of Orange, and the Moulton Niguel Water District (the "Facilities"). The authorized facilities are summarized in Attachment 5 of this Report.

E. Expenditures to Fund Authorized Facilities

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

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

ITEM	BALANCE
Sources of Funds	
Deposit into Improvement Fund[1]	$30,000.00
Interest Accrued	5.52
Miscellaneous Transfers	0.00
Total Sources	*$30,005.52*
Expenditures	
Aquatic Center Improvements	(21,386.23)
Transfer to Bond Fund[2]	(8,619.29)
Total Expenditures	*$(30,005.52)*

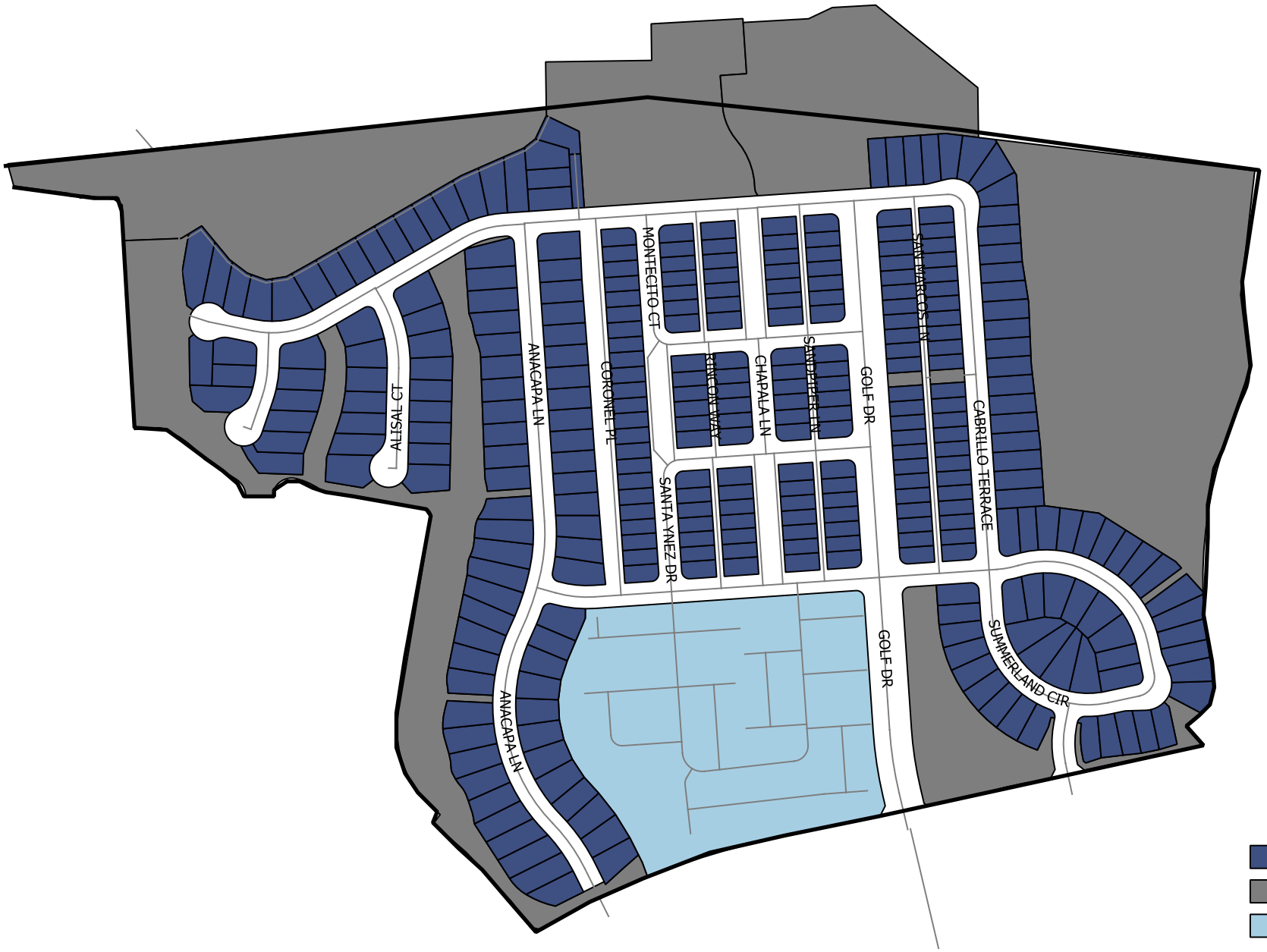
[1] Transferred from the 2007 Improvement Fund.

[2] Transferred remaining balance to Bond Fund.

ATTACHMENT 1
DEVELOPMENT MAP

The following page shows the development status map for CFD No. 2005-1.

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(GLENWOOD AT ALISO VIEJO)



Legend

- Developed Property
- Open Space
- Harbor Station Condominiu

ATTACHMENT 2
BOUNDARY MAP

The following page shows the recorded boundary map.

CONFORMED COPY
Not Compared with Original

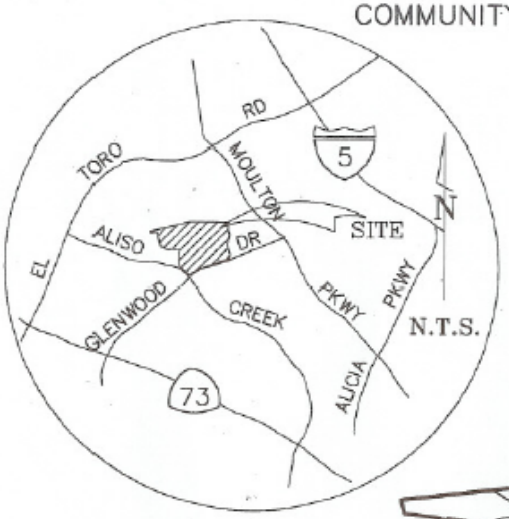
90 46

90 46

SHEET 1 OF 1

MAP OF PROPOSED BOUNDARIES
COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO)

CITY OF ALISO VIEJO
COUNTY OF ORANGE
STATE OF CALIFORNIA



VICINITY MAP

FILED IN THE OFFICE OF THE CITY CLERK THIS 16th DAY OF March, 2005.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF CITY OF ALISO VIEJO COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO), CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AT A REGULAR MEETING THEREOF, HELD ON THE 16th DAY OF March, 2005, BY ITS RESOLUTION NO. 2005-516

SUSAN A. ROBINSON, CMC
CITY CLERK
CITY OF ALISO VIEJO

Requested by City of Aliso Viejo

FILED THIS ____ DAY OF March 24, 2005, AT THE HOUR OF 1:56 O'CLOCK P.M. IN THE BOOK 90 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 46 AND AS INSTRUMENT NO. 2005000211493 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA.

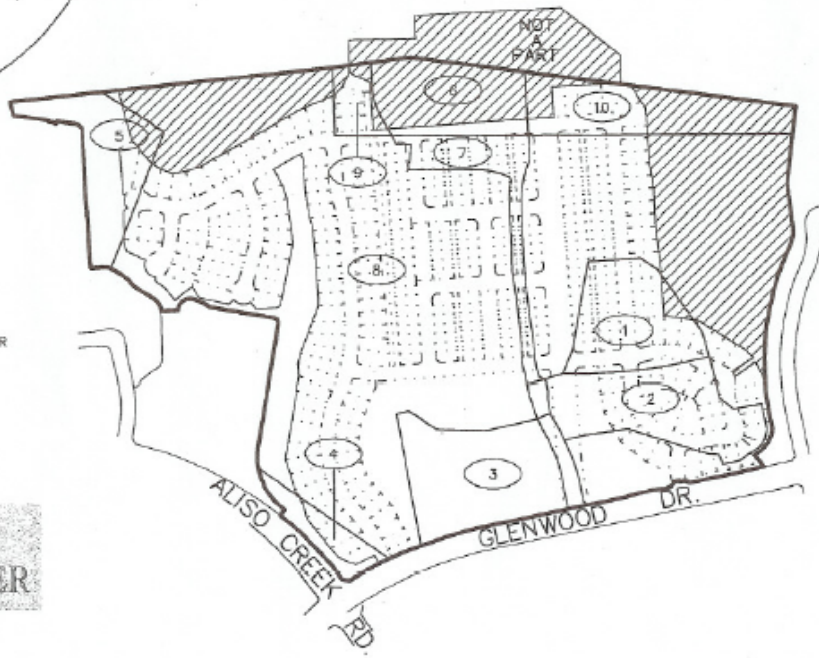
FEE: $ Exempt

COUNTY CLERK/RECORDER
TOM DALY

Leticia Silva
BY DEPUTY COUNTY CLERK RECORDER
COUNTY OF ORANGE
STATE OF CALIFORNIA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE ORANGE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE ORANGE COUNTY ASSESSOR'S MAPS SHALL COVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



LEGEND

- PROPOSED BOUNDARY
- 1 — MAP REFERENCE NUMBER
- GOLF COURSE
  COMMUNITY CENTER
  AQUATICS CENTER

N

300' 150' 0' 300'
SCALE : 1" = 300'

MAP REF. NO.	ASSESSOR'S PARCEL NO.	ACRES
1	623-431-44	4.556
2	623-431-45	5.68
3	623-431-46	6.785
4	623-431-37	1.68
5	623-431-38	4.25
6	623-431-47	4.121
7	623-431-48	2.789
8	623-431-49	68.385
9	623-431-50	1.206
10	623-431-51	4.683

KOPPEL GRUBER PUBLIC FINANCE
334 Via Vera Cruz
Suite 251
San Marcos, California 92078
Phone (760) 510-0290 Fax (760) 510-0288

(05-023) MARCH 2005 EXEMPT RECORDING REQUESTED PER GOVERNMENT CODE NO. 6103

ATTACHMENT 3
MODIFIED RATE & METHOD OF APPORTIONMENT FOR CFD NO. 2005-01 (GLENWOOD AT ALISO VIEJO)

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-01
(GLENWOOD AT ALISO VIEJO)

MODIFIED RATE AND METHOD OF APPORTIONMENT

An Annual Special Tax shall be levied on all Taxable Property within the boundaries of City of Aliso Viejo Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo) ("CFD No. 2005-01") and collected each Fiscal Year commencing in Fiscal Year 2006-2007 according to the tax liability determined by the Council, through the application of this Modified Rate and Method of Apportionment of the Special Tax to the extent and in the manner herein provided.

1. Definitions

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel map, or if the land area is not shown on an Assessor's Parcel map, the land area shown on the applicable final map, parcel map, condominium plan, record of survey or other recorded document creating and describing such area of land. The square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560 square feet.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No 2005-01 including, but not limited to the following: the costs of computing the Special Taxes; the costs of preparing the Annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2005-01, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2005-01, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2005-01 associated with applicable federal and State laws; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2005-01, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also

include amounts estimated or advanced by the City or CFD No. 2005-01 for any other administrative purposes of CFD No. 2005-01, including attorney's fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

"Affordable Unit" means a residential unit classified as Land Use Class 1 that is either deed-restricted to maintain the affordability of the residential unit or, at the City's sole discretion, otherwise qualifies as affordable housing. A maximum of 43 Affordable Units will be classified as Exempt Property in accordance with Section 8 below. Any additional units (beyond 43) will be subject to the Special Tax and to mandatory prepayment of the Special Tax Obligation applicable to such Affordable Unit by the Property Owner prior to the issuance of a Certificate of Occupancy.

"Annual Special Tax" means any Special Tax levied within CFD No. 2005-01 pursuant to the Act and this Modified Rate and Method of Apportionment for any Fiscal Year.

"Annual Special Tax Requirement" means that amount required in any Fiscal Year to: (i) pay Debt Service; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities, provided that the inclusion of such amount does not cause the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

"Assessor" means the Assessor of the County.

"Assessor's Parcel" means a lot or parcel shown on an Assessor's Parcel map with an assigned Assessor's parcel number.

"Assigned Annual Special Tax" means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section 3 below.

"Backup Annual Special Tax" or **"Revised Backup Annual Special Tax"** means the Special Tax applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section 3.A.iv below.

"Bonds" means any bonds or other indebtedness (as defined in the Act) of CFD No. 2005-01, whether in one or more series, secured by the levy of all or a portion of the Annual Special Taxes.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

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

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement and for preparing the Annual Special Tax roll and calculating the Backup Annual Special Taxes.

"Certificate of Occupancy" means a permit issued by the City as a precondition to the occupancy of a residential dwelling unit.

"City" means the City of Aliso Viejo, California.

"Council" means the City Council of the City acting as the legislative body of the CFD under the Act.

"County" means the County of Orange, California.

"Debt Service" means for each Fiscal Year, the total amount of principal and interest payable on any Outstanding Bonds during the Calendar Year commencing on January 1 of such Fiscal Year.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Property Owner Association Property or Public Property, for which a building permit for new construction or renovations was issued prior to March 1 of the previous Fiscal Year.

"Development Agreement" means the Development Agreement dated September 1, 2004 executed by the City, Aliso Viejo Golf Club Joint Venture and Aliso Viejo Commercial Property Joint Venture and Ordinance 2004-065 and Ordinance 2004-066 and the Assignment and Assumption of Development Agreement, Consent and Estoppel dated December 14, 2005 executed by the City, Aliso Viejo Golf Club Joint Venture, Aliso Viejo Commercial Property Joint Venture and Shea Homes Limited Partnership.

"Exempt Property" means Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section 8.

"Facilities" means facilities, fees or improvements authorized to be funded by CFD No. 2005-01.

"Final Subdivision" means a subdivision of property created by recordation of a final map or parcel map pursuant to the Subdivision Map Act (California Government

Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 or lot line adjustment that creates individual lots for which building permits may be issued without further subdivision.

"Fiscal Year" means the period starting on July 1 and ending the following June 30.

"Golf Course Property" means any property within CFD No. 2005-01 that is used as a golf course, including but not limited to clubhouse, pro shop, parking, maintenance facilities and other golf-related amenities.

"Indenture" means the indenture, trust agreement, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Class" means any of the classes listed in Table 1 and Table 2 under Section 3 below.

"Lot" means a parcel created by a Final Subdivision on which a single family residential home can be constructed.

"Maximum Annual Special Tax" means the greatest amount of Special Tax, determined in accordance with Section 3 below, which may be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

"Outstanding Bonds" mean all Bonds that are deemed to be outstanding under the Indenture.

"Property Owner" means a homebuilder or Golf Course Property developer.

"Property Owner Association Property" means any Assessor's Parcel within the boundaries of CFD No. 2005-01 owned in fee by a property owner association, including any master or sub-association.

"Proportionately" means, for Developed Property, that the ratio of the actual Special Tax levy to the Assigned Annual Special Tax is equal for all Assessor's Parcels of Developed Property, or where the Backup Annual Special Tax is being levied, that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Assessor's Parcels upon which an Annual Backup Special Tax is being levied. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Annual Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. The term "Proportionately" may

similarly be applied to other categories of Taxable Property as listed in Section 4 below.

"Provisional Taxable Property" means all Assessor's Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

"Public Property" means any property within the boundaries of CFD No. 2005-01, which is owned by, or irrevocably offered for dedication to, the federal government, the State of California, the County, the City or any other public agency; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. Public Property shall also include any property within CFD No. 2005-01 that is used or expected to be used for the Community Conference Center, Aquatics Center, the Public Park, the Public Parking Lot and Golf Drive as defined in the Development Agreement.

"Residential Floor Area" means all of the square footage of usable area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, or similar area. The determination of Residential Floor Area shall be made by reference to the livable space as identified on the building permit(s) issued for such Assessor's Parcel or other data that may be furnished to the CFD Administrator by the Property Owner or City.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Special Tax" means any special tax levied within CFD No. 2005-01 pursuant to the Act and this Modified Rate and Method of Apportionment.

"Special Tax Obligation" means the total obligation of an Assessor's Parcel of Taxable Property to pay the Special Tax for the period described in Section 7 below.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2005-01, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

"Tract" means a group of Lots owned by the same Property Owner.

"Trustee" means the trustee or fiscal agent under the Indenture.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property within the boundaries of CFD No. 2005-01 not classified as Developed Property or Provisional Taxable Property.

"Zone 1" means all property located within CFD No. 2005-01 which is not located within Zone 2.

"Zone 2" means all property within CFD No. 2005-01 located within Assessor's Parcel 623-431-38 (as designated on the County Assessor's Roll for Fiscal Year 2006-2007).

2. Classification of Property within CFD No. 2005-01

Each Fiscal Year the CFD Administrator shall initially classify all property within the boundaries of CFD No. 2005-01 as Taxable Property or Exempt Property. Taxable Property within the boundaries of CFD No. 2005-01 shall be further classified as Developed Property, Provisional Taxable Property or Undeveloped Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Modified Rate and Method of Apportionment determined pursuant to Sections 3 and 4 below. Assessor's Parcels of Developed Property shall be classified as Residential Property or Non-Residential Property. Assessor's Parcels of Residential Property shall be further classified to its applicable Land Use Class based on its Residential Floor Area.

3. Maximum Annual Special Tax Rates

A. Developed Property

(i). Maximum Annual Special Tax

The Maximum Annual Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Annual Special Tax or (ii) the amount derived by application of the Backup Annual Special Tax or the Revised Backup Annual Special Tax.

(ii). Assigned Annual Special Tax

(a) The Assigned Annual Special Tax for Residential Property is shown in Table 1 and Table 2 for the 2006-2007 Fiscal Year.

Table 1
Zone 1 Assigned Annual Special Tax Rates
Fiscal Year 2006-2007

Land Use Class	Description	Residential Floor Area	Fiscal Year 2006-2007 Assigned Annual Special Tax
1	Residential Property	Less than 1,901 Sq. Ft.	$2,870 per unit
2	Residential Property	1,901 Sq. Ft. to 2,350 Sq. Ft.	$4,150 per unit
3	Residential Property	2,351 Sq. Ft. to 2,800 Sq. Ft.	$4,440 per unit
4	Residential Property	2,801 Sq. Ft. to 3,250 Sq. Ft.	$5,115 per unit
5	Residential Property	3,251 Sq. Ft. to 3,700 Sq. Ft.	$5,790 per unit
6	Residential Property	3,701 Sq. Ft. to 4,150 Sq. Ft.	$5,880 per unit
7	Residential Property	4,151 Sq. Ft. to 4,600 Sq. Ft.	$6,710 per unit
8	Residential Property	Greater than 4,600 Sq. Ft.	$6,850 per unit

Table 2
Zone 2 Assigned Annual Special Tax Rates
Fiscal Year 2006-2007

Land Use Class	Description	Residential Floor Area	Fiscal Year 2006-2007 Assigned Annual Special Tax
1	Residential Property	Less than 1,901 Sq. Ft.	$1,100 per unit
2	Residential Property	1,901 Sq. Ft. to 2,350 Sq. Ft.	$1,200 per unit
3	Residential Property	2,351 Sq. Ft. to 2,800 Sq. Ft.	$1,300 per unit
4	Residential Property	2,801 Sq. Ft. to 3,250 Sq. Ft.	$2,000 per unit
5	Residential Property	3,251 Sq. Ft. to 3,700 Sq. Ft.	$2,650 per unit
6	Residential Property	3,701 Sq. Ft. to 4,150 Sq. Ft.	$2,800 per unit
7	Residential Property	4,151 Sq. Ft. to 4,600 Sq. Ft.	$3,560 per unit
8	Residential Property	Greater than 4,600 Sq. Ft.	$3,700 per unit

On July 1st of each Fiscal Year, commencing July 1, 2007, the Assigned Annual Special Tax for Residential Property shall increase by two-percent (2.0%) of the amount in effect in the prior Fiscal Year.

(b) The Maximum Annual Special Tax for Non-Residential Property shall be $54,818 per Acre. On July 1st of each Fiscal Year, commencing July 1, 2007, the Maximum Annual Special Tax for Non-Residential Property shall increase by two-percent (2.0%) of the amount in effect in the prior Fiscal Year.

(iii). Multiple Land Use Classes

In some instances an Assessor's Parcel of Residential Property may contain more than one Land Use Class or an Assessor's Parcel may contain both Residential Property and Non-Residential Property. For Assessor's Parcels of Residential Property containing more than one Land Use Class, the Assigned Annual Special Tax levied on an Assessor's Parcel shall be the sum of the Assigned Annual Special Taxes for all Land Use Classes located on that Assessor's Parcel. The Maximum Annual Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Annual Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated as Residential Property and Non-Residential Property as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

(iv). Backup Annual Special Tax

Each Fiscal Year, each Assessor's Parcel of Residential Property shall be subject to a Backup Annual Special Tax. In each Fiscal Year, the Backup Annual Special Tax rate for Residential Property within a Final Subdivision shall be the rate per dwelling unit calculated according to the following formula:

$$B = \frac{Z \times A}{T}$$

The terms above have the following meanings:

B = Backup Annual Special Tax per Assessor's Parcel for the applicable Fiscal Year.

Z = Maximum Annual Special Tax for Undeveloped Property for the applicable Fiscal Year per Acre as shown is Section 3.B.

A = Acreage of Taxable Property, excluding Provisional Taxable Property, in such Final Subdivision that lies within the boundaries of CFD No. 2005-01, as

determined by the CFD Administrator pursuant to Section 8.

T = Total number of Assessor's Parcels of for which building permits for residential construction have or may be issued within the Final Subdivision that lie within the boundaries of CFD No. 2005-01.

If a Final Subdivision includes Assessor's Parcels for which building permits for both residential and non-residential construction may be issued, then the Backup Annual Special Tax for each Assessor's Parcel of Residential Property within such Final Subdivision area shall be computed by the CFD Administrator exclusive of the allocable portion of total Acreage of Taxable Property attributable to Assessor's Parcels for which building permits for non-residential construction may be issued.

Except as provided below (and except for the 2% annual increase), once a Final Subdivision is recorded, the Backup Annual Special Tax for each Assessor's Parcel within such Final Subdivision shall be fixed and shall not be recalculated. Notwithstanding the foregoing, if Assessor's Parcels of Residential Property are subsequently changed or modified by recordation of a subsequent Final Subdivision, then the Backup Special Tax as previously determined will be applied to the unchanged Lots and a Revised Backup Special Tax shall be recalculated to equal the amount of the Backup Special Tax that would have been generated if such change did not take place and applied to the Lots that are part of the changed or modified area based on the following formula:

$$R = \frac{B}{N}$$

The terms above have the following meanings:

R = Revised Backup Annual Special Tax per Assessor's Parcel that applies to the changed or modified lots in a Final Subdivision.

B = Backup Annual Special Tax applicable to the changed or modified lots in a Final Subdivision prior to the change or modification.

N = Total number of new Assessor's Parcels of Residential Property created through the change or modification of the Final Subdivision.

B. Undeveloped Property and Provisional Taxable Property.

The Maximum Annual Special Tax for Undeveloped Property and Provisional Taxable Property shall be $62,910 per Acre for Fiscal Year 2006-2007. On July 1st of each Fiscal Year, commencing July 1, 2007, the Maximum Annual Special Tax for Undeveloped Property and Provisional Taxable Property shall increase by two-percent (2.0%) of the amount in effect in the prior Fiscal Year.

4. Method of Apportionment

For each Fiscal Year the Council shall determine the Annual Special Tax Requirement and levy the Special Tax, until the amount of Special Taxes equals the Annual Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property in an amount up to 100% of the applicable Assigned Annual Special Tax as necessary to satisfy the Annual Special Tax Requirement;

Second: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Annual Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Annual Special Tax is determined through the application of the Backup Annual Special Tax shall be increased in equal percentages from the Assigned Annual Special Tax up to 100% of the Maximum Annual Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Annual Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Taxable Property at up to 100% of the Maximum Annual Special Tax for Provisional Taxable Property.

Notwithstanding the above, under no circumstances shall the Annual Special Tax levied against any Assessor's Parcel of Residential Property for which a Certificate of

Occupancy has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2005-01.

5. Collection of Special Taxes

Collection of the Special Tax shall be by the County in the same manner as ordinary ad valorem property taxes are collected and the Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Special Taxes.

6. Prepayment of Special Tax Obligation

The Special Tax Obligation for any Assessor's Parcel may be prepaid in full and permanently satisfied at anytime or prepaid in part prior to the first conveyance to the initial home buyer, as described herein, provided that a prepayment may be made only if at the time of the prepayment there are no delinquent Special Taxes with respect to such Assessor's Parcel and all other Assessor's Parcels which are under the same ownership and located within the CFD. An owner of an Assessor's Parcel intending to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay and any fee required to calculate the prepayment. Within sixty (60) days of receipt of such written notice and fee payment, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor's Parcel and the date through which the amount of such prepayment shall be valid.

A. Prepayment in Full

The "Prepayment" shall be an amount equal to the sum of (1) Principal, (2) Premium, (3) Defeasance, and (4) Fees, minus the Reserve Fund Credit, where the terms "Principal," "Premium," "Defeasance," "Fees," and "Reserve Fund Credit," have the following meanings:

> **"Principal"** means the principal amount of Bonds to be redeemed from the proceeds of such Prepayment and equals the quotient derived by dividing (a) the applicable Maximum Annual Special Tax for the applicable Assessor's Parcel by (b) the projected aggregate Maximum Annual Special Taxes as determined by the CFD Administrator (and excluding from (b) any Special Taxes for Assessor's Parcels which have fully prepaid the Special Tax), and (c) multiplying the quotient by the principal amount of Outstanding Bonds as of the first interest and/or principal payment date following the then current Fiscal Year.

"Premium" means an amount equal to the Principal multiplied by the applicable redemption premium, if any, for the Bonds so redeemed with the proceeds of any such Prepayment.

"Defeasance" means an amount equal to the amount needed to pay interest on the Principal to be redeemed until the earliest redemption date as determined by the CFD Administrator for the Outstanding Bonds less the amount that is estimated by the CFD Administrator to be received from the reinvestment of the difference of the Prepayment and the Fees. Credit shall also be given for any Special Tax heretofore paid and which will not be needed for purposes of funding the then current Fiscal Year's Annual Special Tax Requirement.

"Unfunded Facilities" means an amount equal to the estimated cost of the unfunded public facilities allocable to the Assessor's Parcel for which the Prepayment is being calculated and is computed by multiplying the quotient calculated when determining Principal by $34,790,000, less the estimated cost of any such facilities financed by previously issued Bonds. Unfunded Facilities shall equal zero following the issuance of all of the Bonds (i.e., all the authorized Bonds have been issued and/or CFD No. 2005-01 has covenanted not to issue any more Bonds, other than refunding bonds).

"Fees" equal the fees and expenses of CFD No. 2005-01 related to the Prepayment, including but not limited to City Administration Expenses, publishing fees, and bond call fees.

"Reserve Fund Credit" shall equal the lesser of (i) the expected reduction in the applicable reserve fund requirement (as defined in the Indenture), if any, following the redemption of Bonds from proceeds of the Prepayment or (ii) the amount derived by subtracting the new reserve fund requirement in effect after the redemption of Bonds from the balance in the reserve fund (as such term is defined in the Indenture) on the prepayment date, but in no event shall such amount be less than zero.

The sum of the amounts calculated in the preceding steps shall be paid to CFD No. 2005-01 and shall be used to pay and redeem Bonds in accordance with the Indenture and to pay the Fees. Upon receipt of such Prepayment by CFD No. 2005-01, the obligation to pay the Special Tax for such Assessor's Parcel shall be deemed to be permanently satisfied, the Special Tax shall not be levied thereafter on such Assessor's Parcel, and the CFD Administrator shall cause notice of cancellation of the Special Tax for such Assessor's Parcel to be recorded within 30 working days of receipt of the Prepayment.

Notwithstanding the foregoing, no prepayment shall be allowed unless the amount of Special Taxes that may be levied pursuant to this Modified Rate and Method of Apportionment after the proposed prepayment is at least the sum of (i) the estimated Administrative Expenses, based on the average annual Administrative Expenses to date, and (ii) one hundred ten percent (110%) of the maximum annual debt service for the Bonds, taking into account the Bonds to remain outstanding after such prepayment.

B. Prepayment in Part

The Special Tax on all Lots within a Tract of Developed Property or Undeveloped Property for which building permits have been issued may be partially prepaid prior to the conveyance of each Lot to the initial home buyer. The Prepayment shall be calculated as in Section 6.A.; except that a partial prepayment shall be calculated according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meanings:

PP = the partial prepayment
P_E = the Prepayment calculated according to Section 6.A.
F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax.

The Property Owner of any Tract who desires such prepayment shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax, (ii) the percentage by which the Special Tax shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the Property Owner with a statement of the amount required for the partial prepayment of the Special Tax for each Lot within the Tract within sixty (60) days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel or Lot that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No. 2005-01 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel or Lot, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Annual Special Tax, shall continue to be levied on such Assessor's Parcel or Lot pursuant to Section 3.

7. Term of Annual Special Tax

The Annual Special Tax shall be levied for a period not to exceed 40 years commencing with Fiscal Year 2006-2007.

8. Exemptions

A maximum of 43 Affordable Units are exempt from the Special Tax. If, in any Fiscal Year, the CFD Administrator identifies a total number of Affordable Units within CFD No. 2005-01 greater than 43, the Property Owner of the additional Affordable Units will be required to prepay the Special Tax Obligation on such Affordable Units prior to issuance of a Certificate of Occupancy.

The CFD Administrator shall classify as Exempt Property (i) Assessor's Parcels of Public Property, (ii) Assessor's Parcels of Property Owner Association Property, (iii) Assessor's Parcels of Golf Course Property, (iv) Assessor's Parcels with public utility easement making unpractical the utilization thereof for purposes other than those permitted in such easement, or (v) as determined reasonably by the CFD Administrator, provided that no such classification would reduce the sum of all Taxable Property in CFD No. 2005-01 to less than 42.32 acres of Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property in CFD No. 2005-01 to less than 42.32 acres of Acreage be classified as Provisional Taxable Property, and will continue to be subject to the CFD No. 2005-01 Special Taxes accordingly. Exempt Property status for the purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.

The Special Tax Obligation for any property which would be classified as Public Property upon its transfer or dedication to a public agency but which is classified as Provisional Taxable Property pursuant to the first paragraph of Section 8 above shall be prepaid in full by the seller pursuant to Section VII, prior to the transfer/dedication of such property to such public agency. Until the Special Tax Obligation for any such Public Property is prepaid, the property shall continue to be subject to the levy of the Special Tax as Provisional Taxable Property.

If the use of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in the first paragraph of Section 8 above that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be deemed to be Taxable Property.

9. Appeals

Any landowner or resident who pays the Annual Special Tax and believes that the amount of the Annual Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may amend the amount of the Annual Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any by the CFD Administrator, the landowner or resident believes such error still exists, such person may file a written notice with the City Clerk of the City appealing the amount of the Annual Special Tax levied on such Assessor's Parcel. Upon the receipt of any such notice, the City Clerk shall forward a copy of such notice to the City Manager or designee, who may establish such procedures as deemed necessary to undertake the review of any such appeal. The City Manager or designee thereof shall interpret this Modified Rate and Method of Apportionment and make determinations relative to the administration of the Annual Special Tax and any landowner or resident appeals as herein specified. The decision of the City Manager or designee shall be final and binding as to all persons.

ATTACHMENT 4
DELINQUENCY REPORT

The following page shows the delinquent FY 2019/20 special taxes for CFD No. 2005-01.

FINAL INSTALLMENT DELINQUENCY REPORT
FISCAL YEAR 2019/2020

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-01
COUNTY FUND NUMBER: R1084

LEVY AND DELINQUENCY SUMMARY
as of: September 30, 2020

Total Amount Levied:	$2,100,720.82	**Total Amount Delinquent:**	$10,554.60
Total Parcels Levied:	459	**Number of Parcels Delinquent:**	3
Total Amount Collected:	$2,090,166.22	**Delinquent Percentage:**	0.50%

DELINQUENCY DETAIL

Assessors Parcel Number	Owner**	Mailing Address**	Applied Special Tax Amount	Delinquent Amount
623-645-28	MARTUCCI, JOHN TR J & G &	10 RINCON WAY ALISO VIEJO, CA 92656	$ 4,580.88	$ 2,290.44
623-646-17	CHOI, YOUNG BUM	42 OLD MISSION RD ALISO VIEJO, CA 92656-1623	$ 5,277.30	$ 5,277.30
623-647-06	BARNES, ROBERT T & KATHERINE	52 SUMMERLAND CIR ALISO VIEJO, CA 92656-1628	$ 5,973.72	$ 2,986.86
Total Delinquent Amount:				**$ 10,554.60**

** Information based on 2019/2020 Secured Roll data.

ATTACHMENT 5
DESCRIPTION OF AUTHORIZED FACILITIES
FOR CFD NO. 2005-01 (GLENWOOD AT ALISO VIEJO)

The purpose of CFD No. 2005-01 is to provide for the cost of financing the construction and engineering design of the Facilities (described generally below), the payment of development impact fees and the incidental expenses related to financing, forming and administering CFD No. 2005-01. The attached Figure A – Major CFD Financed Facilities shows the location of the major CFD financed Facilities. Descriptions of the authorized Facilities, which are further defined in Exhibit A of the Resolution of Intention (Resolution Number 2005-017), are as follows:

The Facilities proposed to be financed by CFD No. 2005-01 include the following:

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

Figure A - Major CFD Financed Facilities*



1. **Community Conference Center**
2. **Aquatics Center**
3. **Public Park**
4. **Public Parking Lot**
5. **Golf Drive**

* This exhibit identifies only major facilities to be financed by the CFD and does not constitute a comprehensive list of improvements to be CFD financed.

MAJOR CFD FINANCED FACILITIES

Figure B - Community & Aquatic Center Site Plan*



1. **Community Conference Center**
2. **Aquatics Center**
3. **Public Park**
4. **Public Parking Lot**

* This exhibit identifies only major facilities to be financed by the CFD and does not constitute a comprehensive list of improvements to be CFD financed.

MAJOR CFD FINANCED FACILITIES

6

ATTACHMENT 6
DEBT SERVICE SCHEDULE

The following page shows the debt service schedule for the Refunding Bonds.

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO)
$32,270,000 2014 SPECIAL TAX REFUNDING BONDS

DEBT SERVICE SCHEDULE

CUSIP	Coupon Rate	Maturity Date	Principal	Interest	Total Debt
016398AY5	4.00 %	09-01-2021	$ 710,000.00	$ 1,424,050.00	$ 2,134,050.00
016398AZ2	4.00 %	09-01-2022	$ 780,000.00	$ 1,395,650.00	$ 2,175,650.00
016398BA6	4.00 %	09-01-2023	$ 855,000.00	$ 1,364,450.00	$ 2,219,450.00
016398BB4	5.00 %	09-01-2024	$ 935,000.00	$ 1,330,250.00	$ 2,265,250.00
016398BC2	5.00 %	09-01-2025	$ 1,025,000.00	$ 1,283,500.00	$ 2,308,500.00
016398BD0	5.00 %	09-01-2026	$ 1,125,000.00	$ 1,232,250.00	$ 2,357,250.00
016398BE8	5.00 %	09-01-2027	$ 1,220,000.00	$ 1,176,000.00	$ 2,396,000.00
016398BF5	5.00 %	09-01-2028	$ 1,335,000.00	$ 1,115,000.00	$ 2,450,000.00
016398BG3	5.00 %	09-01-2029	$ 1,450,000.00	$ 1,048,250.00	$ 2,498,250.00
016398BH1	5.00 %	09-01-2030	$ 1,570,000.00	$ 975,750.00	$ 2,545,750.00
016398BJ7	5.00 %	09-01-2031	$ 1,700,000.00	$ 897,250.00	$ 2,597,250.00
016398BK4	5.00 %	09-01-2032	$ 1,840,000.00	$ 812,250.00	$ 2,652,250.00
016398BL2	5.00 %	09-01-2033	$ 1,985,000.00	$ 720,250.00	$ 2,705,250.00
016398BM0	5.00 %	09-01-2034	$ 2,140,000.00	$ 621,000.00	$ 2,761,000.00
016398BN8	5.00 %	09-01-2035	$ 2,305,000.00	$ 514,000.00	$ 2,819,000.00
016398BN8	5.00 %	09-01-2036	$ 2,475,000.00	$ 398,750.00	$ 2,873,750.00
016398BN8	5.00 %	09-01-2037	$ 2,655,000.00	$ 275,000.00	$ 2,930,000.00
016398BN8	5.00 %	09-01-2038	$ 2,845,000.00	$ 142,250.00	$ 2,987,250.00
			$ 28,950,000.00	**$ 16,725,900.00**	**$ 45,675,900.00**

ATTACHMENT 7
FISCAL YEAR 2020/21 SPECIAL TAX ROLL

Special Taxes levied in FY 2020/21 for CFD No. 2005-1 are shown on the following pages.

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-01
FISCAL YEAR 2020/21 TAX ROLL

APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
623-642-01	2	3,701 - 4,150	$ 2,827.64
623-642-02	2	3,701 - 4,150	$ 2,827.64
623-642-03	2	3,251 - 3,700	$ 2,676.16
623-642-04	1	3,251 - 3,700	$ 5,847.18
623-642-05	1	3,701 - 4,150	$ 5,938.08
623-642-06	1	3,701 - 4,150	$ 5,938.08
623-642-07	1	3,251 - 3,700	$ 5,847.18
623-642-08	1	3,251 - 3,700	$ 5,847.18
623-642-09	1	3,251 - 3,700	$ 5,847.18
623-642-10	1	3,251 - 3,700	$ 5,847.18
623-642-11	1	3,251 - 3,700	$ 5,847.18
623-642-12	1	3,701 - 4,150	$ 5,938.08
623-642-13	1	3,251 - 3,700	$ 5,847.18
623-642-14	1	3,701 - 4,150	$ 5,938.08
623-642-15	1	3,701 - 4,150	$ 5,938.08
623-642-16	1	3,251 - 3,700	$ 5,847.18
623-642-17	1	3,701 - 4,150	$ 5,938.08
623-642-18	1	3,701 - 4,150	$ 5,938.08
623-642-19	1	3,251 - 3,700	$ 5,847.18
623-642-21	1	2,351 - 2,800	$ 4,483.84
623-642-22	1	2,351 - 2,800	$ 4,483.84
623-642-23	1	1,901 - 2,350	$ 4,190.98
623-642-24	1	2,351 - 2,800	$ 4,483.84
623-642-25	1	2,351 - 2,800	$ 4,483.84
623-642-26	1	1,901 - 2,350	$ 4,190.98
623-642-27	1	2,351 - 2,800	$ 4,483.84
623-642-28	1	2,351 - 2,800	$ 4,483.84
623-642-29	1	1,901 - 2,350	$ 4,190.98
623-642-30	1	3,701 - 4,150	$ 5,938.08
623-642-31	1	3,251 - 3,700	$ 5,847.18
623-642-32	1	2,801 - 3,250	$ 5,165.52
623-642-33	1	3,251 - 3,700	$ 5,847.18
623-642-34	1	3,701 - 4,150	$ 5,938.08
623-642-35	1	3,251 - 3,700	$ 5,847.18
623-642-36	1	2,801 - 3,250	$ 5,165.52
623-642-37	1	3,701 - 4,150	$ 5,938.08

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-01
FISCAL YEAR 2020/21 TAX ROLL

APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
623-642-38	1	2,801 - 3,250	$ 5,165.52
623-642-39	1	3,251 - 3,700	$ 5,847.18
623-642-40	1	3,701 - 4,150	$ 5,938.08
623-642-41	1	2,801 - 3,250	$ 5,165.52
623-642-42	1	3,701 - 4,150	$ 5,938.08
623-642-43	1	3,251 - 3,700	$ 5,847.18
623-642-44	1	2,801 - 3,250	$ 5,165.52
623-642-45	1	3,701 - 4,150	$ 5,938.08
623-642-46	1	3,701 - 4,150	$ 5,938.08
623-642-47	1	3,251 - 3,700	$ 5,847.18
623-642-48	1	3,251 - 3,700	$ 5,847.18
623-642-49	1	3,251 - 3,700	$ 5,847.18
623-642-50	1	3,701 - 4,150	$ 5,938.08
623-642-51	1	3,251 - 3,700	$ 5,847.18
623-642-52	1	3,701 - 4,150	$ 5,938.08
623-642-53	1	3,251 - 3,700	$ 5,847.18
623-642-54	1	3,701 - 4,150	$ 5,938.08
623-642-55	1	3,251 - 3,700	$ 5,847.18
623-642-56	1	3,251 - 3,700	$ 5,847.18
623-642-57	1	3,251 - 3,700	$ 5,847.18
623-642-58	1	3,701 - 4,150	$ 5,938.08
623-642-59	1	2,801 - 3,250	$ 5,165.52
623-642-60	1	3,701 - 4,150	$ 5,938.08
623-642-61	1	3,251 - 3,700	$ 5,847.18
623-642-62	1	3,701 - 4,150	$ 5,938.08
623-642-63	1	3,251 - 3,700	$ 5,847.18
623-642-64	1	3,251 - 3,700	$ 5,847.18
623-642-65	1	3,251 - 3,700	$ 5,847.18
623-642-66	1	3,251 - 3,700	$ 5,847.18
623-642-67	1	3,701 - 4,150	$ 5,938.08
623-642-68	1	3,251 - 3,700	$ 5,847.18
623-642-69	1	3,251 - 3,700	$ 5,847.18
623-642-70	1	3,251 - 3,700	$ 5,847.18
623-642-71	2	3,251 - 3,700	$ 2,676.16
623-643-01	1	3,701 - 4,150	$ 5,938.08
623-643-02	1	3,701 - 4,150	$ 5,938.08

CITY OF ALISO VIEJO
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APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
623-643-03	1	3,251 - 3,700	$ 5,847.18
623-643-04	1	3,701 - 4,150	$ 5,938.08
623-643-05	1	3,251 - 3,700	$ 5,847.18
623-643-06	1	3,701 - 4,150	$ 5,938.08
623-643-07	1	3,701 - 4,150	$ 5,938.08
623-643-08	1	3,251 - 3,700	$ 5,847.18
623-643-09	1	3,251 - 3,700	$ 5,847.18
623-643-10	1	3,701 - 4,150	$ 5,938.08
623-643-11	1	3,701 - 4,150	$ 5,938.08
623-643-12	1	3,701 - 4,150	$ 5,938.08
623-643-13	1	3,701 - 4,150	$ 5,938.08
623-643-14	1	3,251 - 3,700	$ 5,847.18
623-643-15	1	3,701 - 4,150	$ 5,938.08
623-643-16	1	3,701 - 4,150	$ 5,938.08
623-643-17	1	3,701 - 4,150	$ 5,938.08
623-643-18	1	3,251 - 3,700	$ 5,847.18
623-643-19	1	2,801 - 3,250	$ 5,165.52
623-643-20	1	3,251 - 3,700	$ 5,847.18
623-643-21	1	3,251 - 3,700	$ 5,847.18
623-643-22	1	2,801 - 3,250	$ 5,165.52
623-643-23	1	3,251 - 3,700	$ 5,847.18
623-643-24	1	3,251 - 3,700	$ 5,847.18
623-643-25	1	2,351 - 2,800	$ 4,483.84
623-643-26	1	1,901 - 2,350	$ 4,190.98
623-643-27	1	2,351 - 2,800	$ 4,483.84
623-643-28	1	2,351 - 2,800	$ 4,483.84
623-643-29	1	2,351 - 2,800	$ 4,483.84
623-643-30	1	2,801 - 3,250	$ 5,165.52
623-643-31	1	2,351 - 2,800	$ 4,483.84
623-643-32	1	2,801 - 3,250	$ 5,165.52
623-643-33	1	2,351 - 2,800	$ 4,483.84
623-643-34	1	2,801 - 3,250	$ 5,165.52
623-643-35	1	2,351 - 2,800	$ 4,483.84
623-643-36	1	2,351 - 2,800	$ 4,483.84
623-643-38	1	2,351 - 2,800	$ 4,483.84
623-643-39	1	2,801 - 3,250	$ 5,165.52

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COMMUNITY FACILITIES DISTRICT NO. 2005-01
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APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
623-643-40	1	2,351 - 2,800	$ 4,483.84
623-643-41	1	2,801 - 3,250	$ 5,165.52
623-643-42	1	2,351 - 2,800	$ 4,483.84
623-643-43	1	2,801 - 3,250	$ 5,165.52
623-643-44	1	2,351 - 2,800	$ 4,483.84
623-643-45	1	2,801 - 3,250	$ 5,165.52
623-643-46	1	2,351 - 2,800	$ 4,483.84
623-643-47	1	2,801 - 3,250	$ 5,165.52
623-643-48	1	2,351 - 2,800	$ 4,483.84
623-643-49	1	2,351 - 2,800	$ 4,483.84
623-643-50	1	2,351 - 2,800	$ 4,483.84
623-643-51	1	2,801 - 3,250	$ 5,165.52
623-643-52	1	2,351 - 2,800	$ 4,483.84
623-643-53	1	2,801 - 3,250	$ 5,165.52
623-643-54	1	2,351 - 2,800	$ 4,483.84
623-643-55	1	2,801 - 3,250	$ 5,165.52
623-643-56	1	2,351 - 2,800	$ 4,483.84
623-643-57	1	2,801 - 3,250	$ 5,165.52
623-643-58	1	2,351 - 2,800	$ 4,483.84
623-643-59	1	2,351 - 2,800	$ 4,483.84
623-643-61	1	2,351 - 2,800	$ 4,483.84
623-643-62	1	2,801 - 3,250	$ 5,165.52
623-643-63	1	2,351 - 2,800	$ 4,483.84
623-643-64	1	2,801 - 3,250	$ 5,165.52
623-643-65	1	2,351 - 2,800	$ 4,483.84
623-643-66	1	2,801 - 3,250	$ 5,165.52
623-643-67	1	2,351 - 2,800	$ 4,483.84
623-643-68	1	2,801 - 3,250	$ 5,165.52
623-643-69	1	2,351 - 2,800	$ 4,483.84
623-643-70	1	1,901 - 2,350	$ 4,190.98
623-643-71	1	2,351 - 2,800	$ 4,483.84
623-643-72	1	2,351 - 2,800	$ 4,483.84
623-644-01	1	3,251 - 3,700	$ 5,847.18
623-644-02	1	3,701 - 4,150	$ 5,938.08
623-644-03	1	3,251 - 3,700	$ 5,847.18
623-644-04	1	2,801 - 3,250	$ 5,165.52

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COMMUNITY FACILITIES DISTRICT NO. 2005-01
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APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
623-644-05	1	3,701 - 4,150	$ 5,938.08
623-644-06	1	3,251 - 3,700	$ 5,847.18
623-644-07	1	3,701 - 4,150	$ 5,938.08
623-644-08	1	3,251 - 3,700	$ 5,847.18
623-644-09	1	3,251 - 3,700	$ 5,847.18
623-644-10	1	3,701 - 4,150	$ 5,938.08
623-644-11	1	3,251 - 3,700	$ 5,847.18
623-644-12	1	3,701 - 4,150	$ 5,938.08
623-644-13	1	3,251 - 3,700	$ 5,847.18
623-644-14	1	3,251 - 3,700	$ 5,847.18
623-644-15	1	2,801 - 3,250	$ 5,165.52
623-644-16	1	3,701 - 4,150	$ 5,938.08
623-644-17	1	2,801 - 3,250	$ 5,165.52
623-644-18	1	3,251 - 3,700	$ 5,847.18
623-644-19	1	3,701 - 4,150	$ 5,938.08
623-644-20	1	2,801 - 3,250	$ 5,165.52
623-644-21	1	3,251 - 3,700	$ 5,847.18
623-644-22	1	2,801 - 3,250	$ 5,165.52
623-644-23	1	3,701 - 4,150	$ 5,938.08
623-644-24	1	3,251 - 3,700	$ 5,847.18
623-644-25	1	2,801 - 3,250	$ 5,165.52
623-644-26	1	3,701 - 4,150	$ 5,938.08
623-644-27	1	3,251 - 3,700	$ 5,847.18
623-644-28	1	3,701 - 4,150	$ 5,938.08
623-644-29	1	2,801 - 3,250	$ 5,165.52
623-644-30	1	3,251 - 3,700	$ 5,847.18
623-644-31	1	3,701 - 4,150	$ 5,938.08
623-644-32	1	3,251 - 3,700	$ 5,847.18
623-644-33	1	3,701 - 4,150	$ 5,938.08
623-644-34	1	3,251 - 3,700	$ 5,847.18
623-644-35	1	3,251 - 3,700	$ 5,847.18
623-644-36	1	3,701 - 4,150	$ 5,938.08
623-644-37	1	3,251 - 3,700	$ 5,847.18
623-644-38	1	3,251 - 3,700	$ 5,847.18
623-644-39	1	2,801 - 3,250	$ 5,165.52
623-644-40	1	3,701 - 4,150	$ 5,938.08

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COMMUNITY FACILITIES DISTRICT NO. 2005-01
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APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
623-644-41	1	3,251 - 3,700	$ 5,847.18
623-644-42	1	2,801 - 3,250	$ 5,165.52
623-645-01	1	2,351 - 2,800	$ 4,483.84
623-645-02	1	2,351 - 2,800	$ 4,483.84
623-645-03	1	1,901 - 2,350	$ 4,190.98
623-645-04	1	2,351 - 2,800	$ 4,483.84
623-645-05	1	2,801 - 3,250	$ 5,165.52
623-645-06	1	2,351 - 2,800	$ 4,483.84
623-645-07	1	1,901 - 2,350	$ 4,190.98
623-645-08	1	2,351 - 2,800	$ 4,483.84
623-645-09	1	1,901 - 2,350	$ 4,190.98
623-645-10	1	2,351 - 2,800	$ 4,483.84
623-645-11	1	2,801 - 3,250	$ 5,165.52
623-645-12	1	2,351 - 2,800	$ 4,483.84
623-645-13	1	2,801 - 3,250	$ 5,165.52
623-645-14	1	2,351 - 2,800	$ 4,483.84
623-645-15	1	2,351 - 2,800	$ 4,483.84
623-645-16	1	2,351 - 2,800	$ 4,483.84
623-645-17	1	1,901 - 2,350	$ 4,190.98
623-645-18	1	2,351 - 2,800	$ 4,483.84
623-645-19	1	2,351 - 2,800	$ 4,483.84
623-645-20	1	2,801 - 3,250	$ 5,165.52
623-645-21	1	1,901 - 2,350	$ 4,190.98
623-645-22	1	2,351 - 2,800	$ 4,483.84
623-645-23	1	2,351 - 2,800	$ 4,483.84
623-645-24	1	1,901 - 2,350	$ 4,190.98
623-645-25	1	2,801 - 3,250	$ 5,165.52
623-645-26	1	2,351 - 2,800	$ 4,483.84
623-645-27	1	1,901 - 2,350	$ 4,190.98
623-645-28	1	2,351 - 2,800	$ 4,483.84
623-646-01	1	2,351 - 2,800	$ 4,483.84
623-646-02	1	2,801 - 3,250	$ 5,165.52
623-646-03	1	2,351 - 2,800	$ 4,483.84
623-646-04	1	2,801 - 3,250	$ 5,165.52
623-646-05	1	2,351 - 2,800	$ 4,483.84
623-646-06	1	2,351 - 2,800	$ 4,483.84

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APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
623-646-07	1	2,351 - 2,800	$ 4,483.84
623-646-08	1	2,801 - 3,250	$ 5,165.52
623-646-09	1	2,351 - 2,800	$ 4,483.84
623-646-10	1	2,801 - 3,250	$ 5,165.52
623-646-11	1	2,351 - 2,800	$ 4,483.84
623-646-12	1	2,801 - 3,250	$ 5,165.52
623-646-13	1	2,351 - 2,800	$ 4,483.84
623-646-14	1	2,351 - 2,800	$ 4,483.84
623-646-15	1	2,801 - 3,250	$ 5,165.52
623-646-16	1	2,351 - 2,800	$ 4,483.84
623-646-17	1	2,801 - 3,250	$ 5,165.52
623-646-18	1	2,351 - 2,800	$ 4,483.84
623-646-19	1	2,801 - 3,250	$ 5,165.52
623-646-20	1	2,351 - 2,800	$ 4,483.84
623-646-21	1	2,801 - 3,250	$ 5,165.52
623-646-22	1	2,351 - 2,800	$ 4,483.84
623-646-23	1	2,351 - 2,800	$ 4,483.84
623-646-24	1	2,351 - 2,800	$ 4,483.84
623-646-25	1	2,801 - 3,250	$ 5,165.52
623-646-26	1	2,351 - 2,800	$ 4,483.84
623-646-27	1	2,351 - 2,800	$ 4,483.84
623-646-28	1	1,901 - 2,350	$ 4,190.98
623-646-29	1	2,801 - 3,250	$ 5,165.52
623-646-30	1	2,351 - 2,800	$ 4,483.84
623-646-31	1	2,801 - 3,250	$ 5,165.52
623-646-32	1	2,351 - 2,800	$ 4,483.84
623-646-33	1	2,351 - 2,800	$ 4,483.84
623-646-34	1	1,901 - 2,350	$ 4,190.98
623-646-35	1	2,351 - 2,800	$ 4,483.84
623-646-36	1	2,801 - 3,250	$ 5,165.52
623-646-37	1	1,901 - 2,350	$ 4,190.98
623-646-38	1	2,801 - 3,250	$ 5,165.52
623-646-39	1	2,351 - 2,800	$ 4,483.84
623-646-40	1	2,351 - 2,800	$ 4,483.84
623-646-41	1	1,901 - 2,350	$ 4,190.98
623-646-42	1	2,351 - 2,800	$ 4,483.84

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APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
623-646-43	1	1,901 - 2,350	$ 4,190.98
623-646-44	1	2,351 - 2,800	$ 4,483.84
623-646-45	1	2,801 - 3,250	$ 5,165.52
623-646-46	1	2,351 - 2,800	$ 4,483.84
623-646-47	1	1,901 - 2,350	$ 4,190.98
623-646-48	1	2,351 - 2,800	$ 4,483.84
623-646-49	1	2,801 - 3,250	$ 5,165.52
623-646-50	1	2,351 - 2,800	$ 4,483.84
623-646-51	1	2,801 - 3,250	$ 5,165.52
623-646-52	1	2,351 - 2,800	$ 4,483.84
623-646-53	1	2,351 - 2,800	$ 4,483.84
623-646-54	1	1,901 - 2,350	$ 4,190.98
623-646-55	1	2,351 - 2,800	$ 4,483.84
623-646-56	1	1,901 - 2,350	$ 4,190.98
623-646-57	1	2,351 - 2,800	$ 4,483.84
623-646-58	1	1,901 - 2,350	$ 4,190.98
623-646-59	1	2,351 - 2,800	$ 4,483.84
623-646-60	1	1,901 - 2,350	$ 4,190.98
623-646-61	1	2,351 - 2,800	$ 4,483.84
623-646-62	1	2,801 - 3,250	$ 5,165.52
623-646-63	1	2,351 - 2,800	$ 4,483.84
623-646-64	1	2,801 - 3,250	$ 5,165.52
623-646-65	1	2,351 - 2,800	$ 4,483.84
623-646-66	1	1,901 - 2,350	$ 4,190.98
623-647-01	1	3,251 - 3,700	$ 5,847.18
623-647-02	1	3,251 - 3,700	$ 5,847.18
623-647-03	1	2,801 - 3,250	$ 5,165.52
623-647-04	1	3,251 - 3,700	$ 5,847.18
623-647-05	1	2,801 - 3,250	$ 5,165.52
623-647-06	1	3,251 - 3,700	$ 5,847.18
623-647-07	1	2,801 - 3,250	$ 5,165.52
623-647-08	1	3,251 - 3,700	$ 5,847.18
623-647-09	1	3,251 - 3,700	$ 5,847.18
623-647-10	1	3,251 - 3,700	$ 5,847.18
623-647-11	1	3,251 - 3,700	$ 5,847.18
623-647-12	1	3,251 - 3,700	$ 5,847.18

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COMMUNITY FACILITIES DISTRICT NO. 2005-01
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APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
623-647-13	1	2,801 - 3,250	$ 5,165.52
623-647-14	1	3,251 - 3,700	$ 5,847.18
623-647-15	1	3,251 - 3,700	$ 5,847.18
623-647-16	1	3,251 - 3,700	$ 5,847.18
623-647-17	1	2,801 - 3,250	$ 5,165.52
623-647-18	1	3,251 - 3,700	$ 5,847.18
623-647-19	1	3,251 - 3,700	$ 5,847.18
623-647-20	1	2,801 - 3,250	$ 5,165.52
623-647-21	1	3,251 - 3,700	$ 5,847.18
623-647-22	1	3,251 - 3,700	$ 5,847.18
623-647-23	1	2,801 - 3,250	$ 5,165.52
623-647-24	1	3,251 - 3,700	$ 5,847.18
623-647-25	1	3,251 - 3,700	$ 5,847.18
623-647-26	1	3,251 - 3,700	$ 5,847.18
623-647-27	1	3,251 - 3,700	$ 5,847.18
623-647-28	1	3,251 - 3,700	$ 5,847.18
623-647-29	1	2,801 - 3,250	$ 5,165.52
623-647-30	1	2,801 - 3,250	$ 5,165.52
623-647-31	1	3,251 - 3,700	$ 5,847.18
623-647-32	1	3,251 - 3,700	$ 5,847.18
623-647-33	1	2,801 - 3,250	$ 5,165.52
623-647-34	1	3,251 - 3,700	$ 5,847.18
623-647-35	1	3,251 - 3,700	$ 5,847.18
623-647-36	1	2,801 - 3,250	$ 5,165.52
623-647-37	1	3,251 - 3,700	$ 5,847.18
623-647-38	1	2,801 - 3,250	$ 5,165.52
623-647-39	1	3,251 - 3,700	$ 5,847.18
623-647-40	1	2,801 - 3,250	$ 5,165.52
623-647-41	1	3,251 - 3,700	$ 5,847.18
934-537-20	1	< 1,901	$ 2,898.32
934-537-21	1	< 1,901	$ 2,898.32
934-537-22	1	< 1,901	$ 2,898.32
934-537-24	1	< 1,901	$ 2,898.32
934-537-25	1	< 1,901	$ 2,898.32
934-537-26	1	< 1,901	$ 2,898.32
934-537-27	1	< 1,901	$ 2,898.32

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APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
934-537-29	1	< 1,901	$ 2,898.32
934-537-30	1	< 1,901	$ 2,898.32
934-537-31	1	< 1,901	$ 2,898.32
934-537-33	1	< 1,901	$ 2,898.32
934-537-34	1	< 1,901	$ 2,898.32
934-537-35	1	< 1,901	$ 2,898.32
934-537-36	1	< 1,901	$ 2,898.32
934-537-37	1	< 1,901	$ 2,898.32
934-537-39	1	< 1,901	$ 2,898.32
934-537-40	1	< 1,901	$ 2,898.32
934-537-41	1	< 1,901	$ 2,898.32
934-537-43	1	< 1,901	$ 2,898.32
934-537-44	1	< 1,901	$ 2,898.32
934-537-46	1	< 1,901	$ 2,898.32
934-537-47	1	< 1,901	$ 2,898.32
934-537-49	1	< 1,901	$ 2,898.32
934-537-50	1	< 1,901	$ 2,898.32
934-537-52	1	< 1,901	$ 2,898.32
934-537-53	1	< 1,901	$ 2,898.32
934-537-54	1	< 1,901	$ 2,898.32
934-537-55	1	< 1,901	$ 2,898.32
934-537-57	1	< 1,901	$ 2,898.32
934-537-58	1	< 1,901	$ 2,898.32
934-537-60	1	< 1,901	$ 2,898.32
934-537-61	1	< 1,901	$ 2,898.32
934-537-62	1	< 1,901	$ 2,898.32
934-537-63	1	< 1,901	$ 2,898.32
934-537-65	1	< 1,901	$ 2,898.32
934-537-66	1	< 1,901	$ 2,898.32
934-537-67	1	< 1,901	$ 2,898.32
934-537-68	1	< 1,901	$ 2,898.32
934-537-70	1	< 1,901	$ 2,898.32
934-537-71	1	< 1,901	$ 2,898.32
934-537-73	1	< 1,901	$ 2,898.32
934-537-74	1	< 1,901	$ 2,898.32
934-537-75	1	< 1,901	$ 2,898.32

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-01
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APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
934-537-76	1	< 1,901	$ 2,898.32
934-537-78	1	< 1,901	$ 2,898.32
934-537-79	1	< 1,901	$ 2,898.32
934-537-80	1	< 1,901	$ 2,898.32
934-537-81	1	< 1,901	$ 2,898.32
934-537-82	1	< 1,901	$ 2,898.32
934-537-83	1	< 1,901	$ 2,898.32
934-537-85	1	< 1,901	$ 2,898.32
934-537-86	1	< 1,901	$ 2,898.32
934-537-87	1	< 1,901	$ 2,898.32
934-537-88	1	< 1,901	$ 2,898.32
934-537-89	1	< 1,901	$ 2,898.32
934-537-90	1	< 1,901	$ 2,898.32
934-537-92	1	< 1,901	$ 2,898.32
934-537-93	1	< 1,901	$ 2,898.32
934-537-94	1	< 1,901	$ 2,898.32
934-537-95	1	< 1,901	$ 2,898.32
934-537-96	1	< 1,901	$ 2,898.32
934-537-97	1	< 1,901	$ 2,898.32
934-537-99	1	< 1,901	$ 2,898.32
934-538-00	1	< 1,901	$ 2,898.32
934-538-01	1	< 1,901	$ 2,898.32
934-538-02	1	< 1,901	$ 2,898.32
934-538-04	1	< 1,901	$ 2,898.32
934-538-05	1	< 1,901	$ 2,898.32
934-538-06	1	< 1,901	$ 2,898.32
934-538-07	1	< 1,901	$ 2,898.32
934-538-09	1	< 1,901	$ 2,898.32
934-538-10	1	< 1,901	$ 2,898.32
934-538-12	1	< 1,901	$ 2,898.32
934-538-13	1	< 1,901	$ 2,898.32
934-538-15	1	< 1,901	$ 2,898.32
934-538-16	1	< 1,901	$ 2,898.32
934-538-18	1	< 1,901	$ 2,898.32
934-538-19	1	< 1,901	$ 2,898.32
934-538-21	1	< 1,901	$ 2,898.32

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-01
FISCAL YEAR 2020/21 TAX ROLL

APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
934-538-22	1	< 1,901	$ 2,898.32
934-538-24	1	< 1,901	$ 2,898.32
934-538-25	1	< 1,901	$ 2,898.32
934-538-27	1	< 1,901	$ 2,898.32
934-538-28	1	< 1,901	$ 2,898.32
934-538-30	1	< 1,901	$ 2,898.32
934-538-31	1	< 1,901	$ 2,898.32
934-538-33	1	< 1,901	$ 2,898.32
934-538-34	1	< 1,901	$ 2,898.32
934-538-36	1	< 1,901	$ 2,898.32
934-538-37	1	< 1,901	$ 2,898.32
934-538-39	1	< 1,901	$ 2,898.32
934-538-40	1	< 1,901	$ 2,898.32
934-538-42	1	< 1,901	$ 2,898.32
934-538-43	1	< 1,901	$ 2,898.32
934-538-45	1	< 1,901	$ 2,898.32
934-538-46	1	< 1,901	$ 2,898.32
934-538-48	1	< 1,901	$ 2,898.32
934-538-49	1	< 1,901	$ 2,898.32
934-538-50	1	< 1,901	$ 2,898.32
934-538-51	1	< 1,901	$ 2,898.32
934-538-53	1	< 1,901	$ 2,898.32
934-538-54	1	< 1,901	$ 2,898.32
934-538-55	1	< 1,901	$ 2,898.32
934-538-56	1	< 1,901	$ 2,898.32
934-538-57	1	< 1,901	$ 2,898.32
934-538-58	1	< 1,901	$ 2,898.32
934-538-60	1	< 1,901	$ 2,898.32
934-538-61	1	< 1,901	$ 2,898.32
934-538-62	1	< 1,901	$ 2,898.32
934-538-63	1	< 1,901	$ 2,898.32
934-538-64	1	< 1,901	$ 2,898.32
934-538-65	1	< 1,901	$ 2,898.32
934-538-67	1	< 1,901	$ 2,898.32
934-538-68	1	< 1,901	$ 2,898.32
934-538-70	1	< 1,901	$ 2,898.32

CITY OF ALISO VIEJO
COMMUNITY FACILITIES DISTRICT NO. 2005-01
FISCAL YEAR 2020/21 TAX ROLL

APN	Zone	Residential Floor Area (Square Feet)	Levy Amount
934-538-71	1	< 1,901	$ 2,898.32
934-538-72	1	< 1,901	$ 2,898.32
934-538-73	1	< 1,901	$ 2,898.32
934-538-74	1	< 1,901	$ 2,898.32
934-538-75	1	< 1,901	$ 2,898.32
934-538-77	1	< 1,901	$ 2,898.32
934-538-78	1	< 1,901	$ 2,898.32
934-538-79	1	< 1,901	$ 2,898.32
934-538-80	1	< 1,901	$ 2,898.32
934-538-81	1	< 1,901	$ 2,898.32
934-538-82	1	< 1,901	$ 2,898.32
934-538-84	1	< 1,901	$ 2,898.32
934-538-85	1	< 1,901	$ 2,898.32
934-538-86	1	< 1,901	$ 2,898.32
934-538-87	1	< 1,901	$ 2,898.32
934-538-89	1	< 1,901	$ 2,898.32
934-538-90	1	< 1,901	$ 2,898.32
934-538-92	1	< 1,901	$ 2,898.32
934-538-93	1	< 1,901	$ 2,898.32
934-538-95	1	< 1,901	$ 2,898.32
934-538-96	1	< 1,901	$ 2,898.32
934-538-98	1	< 1,901	$ 2,898.32
934-538-99	1	< 1,901	$ 2,898.32
934-539-00	1	< 1,901	$ 2,898.32
934-539-01	1	< 1,901	$ 2,898.32
934-539-03	1	< 1,901	$ 2,898.32
		Total Levy Amount	**$ 2,051,054.32**
		Parcel Count	**458**

City of Aliso Viejo
AGENDA ITEM

DATE: October 21, 2020

TO: Mayor and City Council

FROM: Gina Tharani, Dir. of Financial Services/City Treasurer

SUBJECT: ANNUAL MEASURE M2 EXPENDITURE REPORT

Recommended Action:

Approve Resolution to adopt the FY 2019-20 M2 Expenditure Report.

Fiscal Impact:

None

Background:

Measure M was approved by Orange County voters in 1990 and renewed for a 30-year extension as Measure M2 in 2006. Together the two measures have raised the sales tax in Orange County by one-half cent for 50 years to alleviate traffic congestion. After Measure M1 sunset in March 2011, Measure M2 funds became available. Measure M2 "Fairshare" funds are made available to the City annually, just as Measure M1 "Turnback" funds were, for purposes of road maintenance and improving major arterial streets and roads. Cities are apportioned Measure M2 "Fairshare" funds based upon a formula using each city's population, miles of MPAH designated roadways, and taxable sales. In addition, competitive grant programs are also available through Measure M2.

The City approved Master Funding Agreement No. C-1-2753 for M2 Comprehensive Transportation Funding Programs (CTFP) between the Orange County Transportation Authority (OCTA) and the City of Aliso Viejo on July 20, 2011. This updated agreement specifies responsibilities of the City under the new Measure M2 program provisions in accordance with OCTA's Ordinance No. 3 Renewed Measure M Transportation Ordinance and Investment Plan.

Requirements for the Measure M2 funding program include an annual expenditure report for all M2 revenues and expenditures during the fiscal year, including general fund monies expended to satisfy the Maintenance of Effort requirements, and fund balances at the fiscal year end. The Expenditure Report must be adopted and submitted to OCTA each year within six months of the City's fiscal year end on June 30th. The M2 Expenditure

Reports for FY 2018-19 were adopted by Council on October 16, 2019 and subsequently approved by OCTA.

Discussion:

The Expenditure Report for FY 2019-20 includes all Measure M funds received and expended during the fiscal year. Schedule 1 reflects the Beginning and Ending Balances of the City's Measure M fund, Schedule 2 reflects the fund's Revenues and Expenditures, and Schedule 3 includes a detailed breakdown of the Expenditure activity. The City's General Fund obligation to satisfy the minimum Maintenance of Effort requirements is also reported in Schedule 3. Lastly, Schedule 4 provides a listing of projects funded by M2 Fairshare funds.

All expenditures for transportation programs and projects funded in whole or in part by Measure M2 are included in the reports. Expenditures include routine street and right-of-way maintenance, traffic engineering, storm water and rehabilitation projects outlined in the Capital Improvement Plan. In FY 2019-20, M2 Fairshare funds were expended for the City's Slurry Seal project. Funding and expenditures for the City's Senior Mobility Program is included in the schedules in the "Other M2" category.

The City's annual Maintenance of Effort (MOE) requirement was a minimum of $400,000 through FY 2013-14, $409,360 through FY 2016-17 and $462,004 through FY 2019-20. Per OCTA's Ordinance No. 3, the maintenance of effort level is re-adjusted every three fiscal years through the end of the thirty-year Measure M2 term in 2041. Each city's MOE amount is adjusted equal to the percentage change for the Construction Cost Index compiled by Caltrans for the immediately preceding three calendar years, provided that any percentage increase did not exceed the percentage increase in the growth rate of the City's general fund revenues over the same period. Effective July 1, 2020, the City's maintenance of effort level was increased to $538,604 and will be readjusted in July 2023.

In order to satisfy the eligibility requirements for Measure M2 funding, the City Council must approve and adopt the annual Expenditure Report for submittal to OCTA.

Attachments:

1. Resolution

2. Measure M2 Expenditure Report 2019-20

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF ALISO VIEJO.

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds.

WHEREAS, local jurisdictions are required to adopt an annual Expenditure Report as part of one of the eligibility requirements.

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED that the City Council for City of Aliso Viejo, does hereby inform OCTA that:

a) The M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.

b) The FY 2019-20 M2 Expenditure Report is hereby adopted by the City of Aliso Viejo.

c) The Director of Financial Services/City Treasurer for the City of Aliso Viejo is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the Fiscal Year ending 2019-20.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2020.

_____

Mike Munzing
Mayor

ATTEST:

_____

Mitzi Ortiz, MMC
City Clerk

City of Aliso Viejo

Schedule 1

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Beginning and Ending Balances

	Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	$ -	$ -
Q	Local Fair Share	4	$ 825,442	$ -
R	High Frequency Metrolink Service	5	$ -	$ -
S	Transit Extensions to Metrolink	6	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ 14,237	$ -
V	Community Based Transit/Circulators	9	$ -	$ -
W	Safe Transit Stops	10	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	11	$ -	$ -
	Other*	12	$ -	$ -
Balances at Beginning of Fiscal Year		13	$ 839,679	$ -
	Monies Made Available During Fiscal Year	14	$ 757,015	$ 44,090
Total Monies Available (Sum Lines 13 & 14)		15	$ 1,596,694	$ 44,090
	Expenditures During Fiscal Year	16	$ 160,020	$ 44,090
Balances at End of Fiscal Year				
A-M	Freeway Projects	17	$ -	$ -
O	Regional Capacity Program (RCP)	18	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	19	$ -	$ -
Q	Local Fair Share**	20	$ 1,422,621	$ -
R	High Frequency Metrolink Service	21	$ -	$ -
S	Transit Extensions to Metrolink	22	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	24	$ 14,053	$ -
V	Community Based Transit/Circulators	25	$ -	$ -
W	Safe Transit Stops	26	$ -	$ -
X	Environmental Cleanup Program (Water Quality)**	27	$ -	$ -
	Other*	28	$ -	$ -

**In the prior year 2018-19 report $101,589 was inadvertantly reported in Column X (Water Quality project) and should have been reported in column Q as M2 Fair Share funds used towards Project #119 M2 Tier 1 Clean Up Phase V project. In the current report starting balances have been adjusted to reflect no starting balance in X and a reduction in the M2 Fair Share starting balance. The ending balance of this report accurately reflects the ending fund balances for M2 Fair Share and SMP funds.

City of Aliso Viejo

M2 Expenditure Report

Fiscal Year Ended June 30, 2020

Sources and Uses

Schedule 2

	Description	Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	$ -	$ -
Q	Local Fair Share	4	$ 729,735	$ 43,474
R	High Frequency Metrolink Service	5	$ -	$ -
S	Transit Extensions to Metrolink	6	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ 27,280	$ 616
V	Community Based Transit/Circulators	9	$ -	$ -
W	Safe Transit Stops	10	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	11	$ -	$ -
	Other*	12	$ -	$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	$ 757,015	$ 44,090
Expenditures:				
A-M	Freeway Projects	14	$ -	$ -
O	Regional Capacity Program (RCP)	15	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	$ -	$ -
Q	Local Fair Share	17	$ 132,556	$ 43,474
R	High Frequency Metrolink Service	18	$ -	$ -
S	Transit Extensions to Metrolink	19	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	$ 27,464	$ 616
V	Community Based Transit/Circulators	22	$ -	$ -
W	Safe Transit Stops	23	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	24	$ -	$ -
	Other*	25	$ -	$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	$ 160,020	$ 44,090
TOTAL BALANCE (Subtract line 26 from 13)		27	$ 596,995	$ -

* Please provide a specific description

M2 Expenditure Report

Fiscal Year Ended June 30, 2020

Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees+	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2[2]	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	$ 79,433	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 79,433
Construction & Right-of-Way															
New Street Construction	2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Reconstruction	3	$ -	$ -	$ -	$ -	$ -	$ -	$ 132,555.80	$ 43,474.20	$ -	$ -	$ -	$ -	$ -	$ 176,030
Signals, Safety Devices, & Street Lights	4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pedestrian Ways & Bikepaths	5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Drains	6	$ 18,105.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,105
Storm Damage	7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction[1]	8	$ 18,105.00	$ -	$ -	$ -	$ -	$ -	$ 132,555.80	$ 43,474.20	$ -	$ -	$ -	$ -	$ -	$ 194,135.00
Right of Way Acquisition	9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction & Right-of-Way	10	$ 18,105.00	$ -	$ -	$ -	$ -	$ -	$ 132,555.80	$ 43,474.20	$ -	$ -	$ -	$ -	$ -	$ 194,135.00
Maintenance															
Patching	11	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Overlay & Sealing	12	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Lights & Traffic Signals	13	$ 320,706.56	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 320,707
Storm Damage	14	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Street Purpose Maintenance	15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Maintenance[1]	16	$ 320,706.56	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 320,707
Other-SMP	17		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,463.95	$ 616.05	$ -	$ 28,080
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	$ 418,244	$ -	$ -	$ -	$ -	$ -	$ 132,556	$ 43,474	$ -	$ -	$ 27,464	$ 616	$ -	$ 622,354
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: _____													

[1] Includes direct charges for staff time

[2] Other M2 includes A-M, R,S,T,U,V, and W

\+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

City of Aliso Viejo

Schedule 4

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Local Fair Share Project List

PROJECT NAME	AMOUNT EXPENDED
Annual Slurry Seal (#129)	$ 176,030
	$ 176,030.00

M2 Expenditure Report
Fiscal Year Ended June 30, 2020

I hereby certify that:

☑ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;

☑ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;

☑ The City of Aliso Viejo is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;

☑ The City's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and

☑ The City of Aliso Viejo has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to the level of its maintenance of effort requirement.

Gina Tharani
Director of Financial Services/City Treasurer

9/30/2020
Date

Gina Tharani
Signature

City of Aliso Viejo
AGENDA ITEM

DATE: October 21, 2020

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AGREEMENT WITH HF&H CONSULTANTS FOR SOLID WASTE CONSULTING SERVICES

Recommended Actions:

1. Approve an agreement with HF&H Consultants for Solid Waste Consulting Services;

2. Authorize the City Manager to execute a professional services agreement with HF&H Consultants; and

3. Authorize City staff to make total compensation to HF&H Consultants up to $69,000 plus $6,900 (10% of the contract amount) to allow for contingencies, totaling $75,900.

Fiscal Impact:

Total fiscal impact will be approximately $69,000. Funds are included in the FY 2020-21 budget for this work.

Background:

With the assistance of HF&H Consultants, the City entered into an Amended and Restated Agreement with CR&R Incorporated (CR&R) for Integrated Solid Waste Management Services on October 18, 2017. Under the agreement, CR&R is the exclusive provider of solid waste services to the City. The agreement term is November 1, 2017 through October 31, 2027 and is automatically extended thereafter unless City provides a written two year notice of non-renewal.

Through a letter dated April 1, 2020, CR&R proposed a regular annual rate increase of 2.8%, effective July 1, 2020, which was approved by the City. In addition to the annual rate adjustment, CR&R has proposed extraordinary rate adjustments due to increased costs to recycle waste and to process organics waste.

A new Senate Bill (SB 1383) has also been drafted which will impact how cities manage and enforce recycling efforts. Final language is anticipated to be released soon. This bill will become effective January 1, 2022.

Discussion:

Given the timing of COVID-19 in the spring, staff did not entertain the requested extraordinary rate adjustments for implementation on July 1. Staff is now recommending HF&H Consultants review the proposed rate adjustments to determine the validity and to negotiate any adjusted rate with CR&R.

SB 1383 is drafted to include provisions of mandatory recycling and organics programs, contamination monitoring, customer outreach requirements, comprehensive reporting requirements, route monitoring, container standards, minimum processing facility standards, edible food recovery, and other requirements. Financial penalties could be levied against the City for failure to implement the new programs. HF&H will review the proposed language and ensure the franchise agreement complies, and/or will recommend any required updated terms to negotiate with CR&R.

Staff recommends HF&H to perform the solid waste consulting services because of their familiarity with the City's solid waste program and current franchise agreement.

Attachments:

1. Agreement

2. CR&R Letter

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
SOLID WASTE CONSULTING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal organization 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 **HF&H Consultants, LLC**, a **Limited Liability Company**, with its principal place of business at **19200 Von Karman Avenue, Suite 360, Irvine, CA 92612** ("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 **solid waste consulting** 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 **solid waste consulting** 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 **franchise waste agreement rate negotiation** 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 **solid waste consulting** 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 **October 21, 2020** to **June 30, 2023**, 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. 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. 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.

3.2.3 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: **Laith Ezzet**.

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 **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 **Laith Ezzet**, 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 and without giving written notice to the City, 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: Not Applicable.

(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, 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 as 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 **Sixty Nine Thousand** DOLLARS (**$69,000**) ("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 in an amount not to exceed 10% of the contract value **($6,900)**.

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 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. 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. 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.

3.4 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.

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:

HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612
Attn: Laith Ezzet

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 Letter of 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 Letter of Agreement at City's request and/or termination of this Letter of 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.

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. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

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.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202__.

CITY OF ALISO VIEJO

By:_____
David A. Doyle
City Manager

HF&H CONSULTANTS, LLC

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"

SCOPE OF SERVICES

City of Aliso Viejo

Scope of Work and Fee Estimate to Provide Solid Waste Consulting Services

September 20, 2020

Background

The City of Aliso Viejo (City) entered into an Amended and Restated Agreement with CR&R Incorporated (CR&R) for Integrated Solid Waste Management Services on October 18, 2017. Under the agreement, CR&R is the exclusive provider of solid waste services to the City. The agreement term is November 1, 2017 through October 31, 2027, and is automatically extended thereafter unless City provides a written two year notice of non-renewal.

Through a letter dated April 1, 2020, CR&R proposed a regular annual rate increase of 2.8%, effective July 1, 2020, which was approved by the City. In addition to the annual rate adjustment, CR&R has proposed three categories of extraordinary rate adjustments, described below. The City has requested HF&H's assistance in reviewing these adjustments.

CR&R Request

CR&R has submitted letters with extraordinary rate adjustment requests as follows:

- Letter dated April 1, 2020 (Attachment 1):
    - Indication of the downward commodity value trend in relation to China National Sword, with submission of related extraordinary rate adjustment (Recycling Adjustment) to be provided separately (see summary of letter dated May 14, 2020).
    - Anaerobic digestion processing costs communicated as $117.37 per ton, or $2.07 per home. As this price is higher than CR&R originally expected, an increase (AD Adjustment) of $0.59 per home is requested (request updated in May 29, 2020 letter).
    - Indication of an increase to the food scraps processing cost of over 32% at the WM Core facility. Separate summary of increase (Food Scrap Processing Adjustment) to be submitted (see summary of letter dated May 14, 2020).

- Letter dated May 14, 2020 (Attachment 2):
    - Recycling Adjustment: Calculation provided, indicating proposed monthly residential rate increase of $1.72 per home. The increase is based on the decline in the average

recycling material sales per home from the four years prior to China Sword and the two year average thereafter. As the calculation indicates tons collected remaining relatively consistent, the decrease is driven by the total revenue collected per ton. The $1.60 per home per month variance, adjusted for franchise fee of 7.15%, results in a requested increase of $1.72 per home per month.

- AD Adjustment: Updated proposed increase to $0.60 per home per month (request updated in May 29, 2020 letter).
- Food Scrap Processing Adjustment: Submission of WM notice increase to fees, which is the basis for the pass-through proposed increase of 32.2% to commercial food scrap organic processing rates.

- Letter dated May 29, 2020 (Attachment 3):
  - AD Adjustment: Indication that initial AD Adjustment was under-estimated as the actual green waste tons are higher in 2019 and the house count assessed the AD component rate is less than previously estimated. The updated proposed monthly increase is $0.90 per home, resulting in a $2.37 AD processing fee per home per month for Aliso Viejo's residential organics program. The requested rate is based on actual net processing costs incurred applied to the number of related green waste tons per home on a monthly basis.

In summary, the proposed extraordinary rate adjustments have the following impact:

- Commercial: Food scrap organic processing rates increased by 32.2%
- Residential: Two rate adjustments, totaling a 24% overall increase, as follows:

Base Rate	$17.06
AD Processing Rate	$2.37
Recycling Adjustment	$1.72
Proposed Total Rate	**$21.15**

Rate Adjustment Review Procedures

In order to review the proposed extraordinary rate adjustment request, we anticipate performing the following procedures:

1. Review the extraordinary rate adjustment request submitted by CR&R in the letters listed above.

2. Perform an initial review of the data and calculations submitted by CR&R for completeness and overall reasonableness.

3. Validate selected data contained within the calculations submitted.

4. In lieu of a site-visit, due to COVID-19 restrictions, conduct an electronic data validation of certain data provided.

5. Interview CR&R management to seek explanation for any unusual variances in the observed data.

6. Prepare a memorandum with exhibits documenting our findings.

7. Discuss the results of the steps above and related potential rate increase with the City.

8. Negotiate an amendment reflecting the agreed upon terms. For example, if the City approves an increase for recycling rates due to reduced prices for recycling commodities, it may desire to implement a revenue sharing system so customers would receive a credit rebate if the recycling markets improve.

SB 1383

SB 1383 becomes effective January 1, 2022 and contains various provisions that require public agencies to update their solid waste franchise agreements in order to achieve compliance. Nearly all customers will be required to participate in recycling and organics diversion programs, including single family and multi-family residential customers, and commercial customers. Participation in diversion programs will no longer voluntary. Unlike AB 939, which allowed CalRecycle to consider a "good faith effort" in determining compliance, SB 1383 is more prescriptive and does not allow for a good faith effort. There are variety of financial penalties that CalRecycle may levy on public agencies for failure to implement the required programs. The specific requirements include provision of mandatory recycling and organics programs, contamination monitoring, customer outreach requirements, comprehensive reporting requirements, route monitoring, container standards, minimum processing facility standards, edible food recovery, and other requirements.

We will perform a detailed review of the current agreement to identify provisions that must be updated to comply with SB 1383. We will prepare draft language for review by the City and CR&R, and negotiate updated terms that will reflect compliance with the requirements of SB 1383. Some of the proposed requirements may result in additional rate increases requested by

CR&R, and we will review any proposed increases for reasonableness. The final work product will be an updated solid waste agreement.

Fees

We will perform the scope of work based on time and materials, not-to-exceed the total budget without written authorization from the City. The estimated budget is $69,000. This cost estimate assumes that renegotiation of terms in the franchise agreement is limited to the rate adjustment matters contained in the CR&R letters, and updating it for the minimum SB 1383 requirements. The cost estimate does not include updates to the City's municipal code.

We will bill you once per month based on the number of hours worked and expenses incurred. Payment is due within 30 days of invoicing.

Hourly rates for professional and administrative personnel are listed below:

Position	Rate
Senior Vice President	$299
Senior Project Manager	$269
Senior Associate/Project Manager	$189 - $245
Associate Analyst	$160 - $179
Assistant Analyst	$139 - $159
Administrative Staff	$99 - $110

Mileage will be billed at the standard rate provided by the IRS per mile. Any expenses related to outside document reproduction/couriers/postage will be billed at actual cost.

Schedule

The project schedule will be determined by mutual agreement with the City. The earliest that any rate increase would become effective is July 1, 2021. The feasibility of meeting this target date will require the parties to reach agreement on terms of the amendment by late spring 2021. As CalRecycle has yet to complete is final rulemaking, and the requirements of SB 1383 do not begin before January 1, 2022, it may be more realistic to assume a January 1, 2022 start date for the amendment, with rate increases implemented at that time.

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, 2023 through June 30, 2024. The second renewal period shall be from July 1, 2024 through June 30, 2025.

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-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

April 1, 2020

Sent Via Email

Mr. Shaun S. Pelletier, P.E.
City Engineer
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335

Re: Annual Adjustment for Solid Waste Rates - 2020

Dear Mr. Pelletier:

As provided for in Section 6.4 of the Franchise Agreement between the City of Aliso Viejo and CR&R Incorporated for Integrated Solid Waste Management Services, the rates illustrated in Exhibit "1" shall be adjusted annually starting July 1, 2020 to reflect the annual change in Consumer Price Index, Producer Price Index and County of Orange Waste Disposal Agreement gate rate.

The Excel file submitted via email illustrates a total adjustment of 2.8% based upon service, fuel and disposal components as outlined in section 6.4 of the agreement. Included are copies of the corresponding indexes used for the calculations.

Based on the aforementioned, we have prepared a new Rate Schedule to reflect the adjustment that will become effective July 1, 2020. Please review and let me know if you have any questions.

Additional Rate Items:

We understand that current recent events are creating challenges and for our industry, these events are further increasing the impact on global recycling markets that began a couple of years ago. China, historically the biggest buyer of U.S. recyclables, implemented a country-wide ban known as National Sword that went into effect January 1, 2018. Recycling markets world-wide have been devastated by the trade restrictions resulting in huge losses in the value of recyclable materials and has created a flood of commodities with limited global outlets. The loss of revenue, which is used to offset the true cost of recycling programs, has had a significant impact on our ability to operate our recycling and processing programs in a "business as usual" mode.

11292 Western Ave.
P.O. Box 125
Stanton, CA 90680-2912

t: 800.826.9677
t: 714.826.9049
f: 714.890.6347

Unfortunately, we are not seeing a change in this downward commodity value trend and as a result, we are preparing a summary to illustrate the impacts of the change in revenue. CR&R will submit under separate cover a request for an extraordinary rate adjustment to help recoup the increase in recycling program costs.

Additionally, since the negotiation of the amended and restated franchise agreement, overall costs for anaerobic digestion processing have changed from the original estimates. With new technology come unforeseen challenges impacting our ability to operate as planned. After two years of operations with a first of its kind project, operational costs are coming in higher than expected. Based upon the city's overall green waste generation and processing cost of $117.37 per ton, the cost is $2.07 per home, an increase of $.59 over the current rate of $1.48. CR&R is requesting a pass through rate adjustment to the AD rate component for the additional processing costs effective July 1.

The city's foresight in approving the residential AD processing program has enabled the City to secure capacity for processing and provide a co-collected organics program with the inclusion of food scraps well before the state mandated requirement under SB 1383.

CR&R has utilized WM Core facility for source-separated commercial food scraps whereby material is processed and diverted. CR&R was notified by WM of a substantial increase of over 32% for the per ton processing rate of commercial food scraps. CR&R will submit a summary illustrating the increase and a request for a pass through adjustment to the food scrap processing component to reflect the increased costs of processing.

As always, it's a pleasure being of service to the City of Aliso Viejo.

Sincerely,

Dean A. Ruffridge,
Senior Vice President

cc: David A. Doyle, City Manager
Moy Yahya
Craig Dibley
Chrystal Denning

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City of Aliso Viejo
AGENDA ITEM

DATE: October 21, 2020

TO: Mayor and City Council

FROM: Omar Dadabhoy, Community Development Director
Jennifer Lowe, Senior Planner

SUBJECT: ADOPTION OF THE 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Actions:

1. Find that the 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER) is not subject to the California Environmental Quality Act (CEQA) because the activity is not a project as defined in Section 15378 (b)(5) of the State CEQA Guidelines;

2. Approve and adopt the 2019-2020 CAPER; and

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

Fiscal Impact:

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

Background:

On July 18, 2018, the City Council adopted a 2018-2022 Consolidated Plan which established a multi-year strategy for the use of CDBG funds. On April 17, 2019, the City Council adopted the 2019-2020 Annual Action Plan for the expenditure of CDBG funds during the applicable fiscal year. The Annual Action Plan identified specific activities to be funded by CDBG during a one-year period.

The 2019-2020 CAPER has been prepared to inform residents of the City of Aliso Viejo and HUD of the City's use of federal grant funds to meet priority housing and community needs identified in the Consolidated Plan and Annual Action Plan.

Discussion:

The CDBG funding priorities for the 2019-2020 Annual Action Plan were of three types:

1) Public facilities and improvements (ADA-Related Aliso Viejo Ranch Construction - $171,732);

2) Fair housing services (Fair Housing Foundation - $3,500); and

3) Program administration (Consultant Mike Linares and City Staff - $43,800).

Although the Aliso Viejo Ranch project construction was approved to commence during FY 2018-2019, actual construction activities did not begin until FY 2019-2020. Therefore, the 2018-2019 CDBG funds ($185,697) allocated for public facilities and improvements carried over into FY 2019-2020. Approximately 70% of the authorized improvements for the Aliso Viejo Ranch project were completed during FY 2019-2020. All funding allocated for ADA improvements at the Aliso Viejo Ranch for the last two fiscal years were spent during FY 2019-2020.

All CDBG funds ($3,500) allocated for the fair housing services were spent in FY 2019-2020 with a total of 44 Aliso Viejo households being served.

A total of $22,980 out of a potential total of $43,800 was spent in the administration of the program. Any unspent "administration" funds will roll-over to "public facilities and improvements" for FY 2021-2022.

Environmental:

Staff recommends the City Council find the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15378(b)(5). The action is an administrative activity of the City that involves a report to a Federal agency on the utilization of CDBG funds. For the actual implementation of the development project identified for the 2019-2020 Annual Action Plan contained within the Consolidated Plan, "The Ranch," subsequent entitlements and associated CEQA and NEPA documentation have been approved separately. Therefore, the report itself does not authorize any development or changes to land use. Thus, the project would not result in any direct or indirect changes to the environment, and consequently, this action is not a project within the meaning of CEQA.

Public Notice:

For the required 15-day public review period, a 1/8 public meeting notice was published in the Orange County Register on October 5, 2020 per HUD and local requirements.

Attachment:

1. 2019-2020 Consolidated Annual Performance and Evaluation

City of Aliso Viejo

2019-2020

Consolidated Annual Performance & Evaluation Report

Draft September 25, 2020

Contents

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Attachments

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

Attachment 2: PR26 - CDBG Financial Summary Report

Attachment 3: Impediments to Fair Housing Plan

Attachment 4: Public Notice and Summary of Public Comments

CR-05 - Goals and Outcomes

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

The 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared to assist residents of the City of Aliso Viejo and the U.S. Department of Housing and Urban Development (HUD) in assessing the City's use of federal grant funds to meet priority housing and community needs identified in the City's 2018–2022 Consolidated Plan. The CAPER will focus on annual goals and accomplishments for the period of July 1, 2019, through June 30, 2020 – the FY 2019-2020 reporting period.

The 2019-2020 reporting period is the second year of the City's 2018-2022 Con Plan cycle. The 2019-2020 Annual Action Plan outlined an expenditure plan for the City's $219,032 CDBG grant allocation. The Action Plan identified three activities to be carried out during the reporting period utilizing CDBG funds. Activities include public infrastructure improvements (Aliso Viejo Ranch ADA Improvements – Year 2), public service grants (fair housing services), and program administration; however, the following five-year goals were established in the 2018-2022 Consolidated Plan. Furthermore, Table 1 summarizes five-year goals and accomplishments and respective one-year accomplishments for the 2019-2020 reporting period. It is important to note that several five-year goals will not be implemented until year four or five of the Consolidated Plan cycle.

- Public Infrastructure Improvements: An estimated 12,000 City residents will benefit from installing or rehabilitating CDBG-funded public infrastructure improvements.
- Public Facility Improvements: An estimated 6,000 City residents will benefit from the installation or rehabilitation of CDBG-funded public facilities such as community centers, parks, and other public and private facilities.
- Single-Family Housing Rehabilitation: Provide CDBG-funded assistance to rehabilitate an estimated 15 owner-occupied units.
- Homeless Services: Homeless individuals and individuals at risk of homelessness have been assisted with shelter and/or support services funded with City general funds; however, it is anticipated that in future years CDBG will be allocated for these services. An estimated 75 individuals will be assisted with CDBG funds.
- Public Services: Various social service programs that serve seniors, youths, victims of domestic violence, and other lower-income persons have been funded with City general funds. The City anticipates it will allocate CDBG some of these services in future years. An estimated 750 lower income individuals will be assisted with CDBG funds.
- Fair Housing Services: HUD requires the City to ensure individuals have fair access to housing. To ensure impediments to fair housing choice are address. The City will allocate CDBG funds for fair housing outreach, education, and enforcement services. An estimated 300 households will benefit from this CDBG-funded activity.
- Program Administration: The City will provide resources to ensure oversight and coordination of the CDBG program.

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

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

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected FY 19-20 Program Year	Actual FY 19-20 Program Year	1 Yr. Percent Complete
Fair Housing Services	Non-Homeless Special Needs	CDBG: $3,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	93	31.00%	60	44	73.33%
Homeless Services	Homeless	CDBG: $0	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	5	0	0.00%	0	0	0.00%
Homeless Services	Homeless	CDBG: $0	Homeless Person Overnight Shelter	Persons Assisted	20	0	0.00%	0	0	0.00%
Homeless Services	Homeless	CDBG: $0	Homelessness Prevention	Persons Assisted	50	0	0.00%	0	0	0.00%
Program Administration	Administration	CDBG: $22,980	Other	Other	5	2	40.00%	1	1	100.00%
Public Facility Improvements	Non-Housing Community Development	CDBG: $357,429	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6,000	0	0.00%	3,392	0	0.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected 5 Yr. Strategic Plan	Actual 5 Yr. Strategic Plan	5 Yr. Percent Complete	Expected FY 19-20 Program Year	Actual FY 19-20 Program Year	1 Yr. Percent Complete
Public Infrastructure Improvements	Non-Housing Community Development	CDBG: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	12,000	0	0.00%	0	0	0.00%
Public Services	Non-Homeless Special Needs	CDBG: $0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	0	0.00%	0	0	0.00%
Single-Family Housing Rehabilitation	Affordable Housing	CDBG: $0	Homeowner Housing Rehabilitated	Household Housing Unit	15	0	0.00%	0	0	0.00%

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

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

Consistent with the Consolidated Plan and the City's 2019-2020 Annual Action Plan, the City focused funds on capital improvement, public services, and program administration. In general, the City met one-year goals. After a year of delays, the City's partially CDBG-funded public facility improvement project began construction. The improvements to the Aliso Viejo Ranch project are approximately 70% complete. It is anticipated that the project will be completed in early 2021, with CDBG-funded ADA project elements completed by the end of 2020. ADA restroom and accessible pathways to the historic barn were constructed during the reporting period, as was grading and flatwork required to create accessible parking and pathways to existing buildings. As delineated in the Consolidated Plan, activities such as public service grants and housing rehabilitation would not be implemented until year three or later of the Consolidated Plan cycle.

With respect to housing, the Orange County Housing Authority (OCHA) reports that it provided rental assistance to 128 lower-income Aliso Viejo renter households during the reporting period.

Detailed information regarding CDBG program accomplishments for the 2019-2020 reporting period is provided in **Attachment 1** (*PR03 - CDBG Activity Summary Report (GPR)*).

CR-10 - Racial and Ethnic composition of families assisted

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

	CDBG
White	37
Black or African American	2
Asian	3
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total *	2
Total	**44**
Hispanic	10
Not Hispanic	34

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

* This default IDIS table excludes multi-racial program beneficiaries.

Narrative

According to the U.S. Census Bureau, most Aliso Viejo residents are racially White – 71.0% per the *2018 American Community Survey 5-Year Estimates*. This same data source reports that 19.1% of the City's population is Hispanic/Latino, and 15.0% is Asian – the two largest minority racial populations. Based on the data from Table 2, approximately 84.1% of CDBG-funded program participants are White, 22.7% Hispanic/Latino, and 6.8% Asian. These percentages appear to be consistent with the City's overall demographics. Approximately 60% of these assisted households had an income of less than 50% of the County median income.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	$219,032	$383,910
HOME *	HOME	$0	$0
HOPWA *	HOPWA	$0	$0
ESG *	ESG	$0	$0
General Fund	General Fund	$0	$0
Section 8	Section 8	Not Available	Not Available
Other	Other	$0	$0

Table 3 - Resources Made Available

* The City is not a recipient of HOME, HOPWA, or ESG funds. OCHA administers the Section 8 program.

Narrative

The 2019-2020 Annual Action Plan allocated $219,032 in CDBG funds for a variety of activities. The City did not receive any program income during the reporting period. As reported in Table 3, the City spent $383,910 in CDBG funds during the reporting period.[1]

Identify the geographic distribution and location of investments

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

Table 4 – Identify the geographic distribution and location of investments

Narrative

In general, the City expended 2019-2020 CDBG funding as anticipated. Unexpended CDBG funds will be reprogrammed for future eligible activities. **Attachment 2** (*PR26 - CDBG Financial Summary Report*) provides a detailed summary of CDBG funding expenditure.

With respect to the geographic expenditure of CDBG funds, all 2019-2020 CDBG-funded activities were distributed for citywide benefit.

[1] HUD's IDIS expenditure reports reflect total FY 19-20 expenditure of $487,515.25. This figure includes $103,605.96 of FY 20-21 funds reported and accrued in the wrong fiscal year. IDIS reports are footnoted accordingly.

Leveraging

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

The City of Aliso Viejo Ranch is a multi-million dollar public facility improvement project. CDBG funds represent a small percentage of the overall project costs.

There is no match requirement for the CDBG program.

With respect to public or private owned land available to address needs identified in the Consolidated Plan, none was identified or utilized during the reporting period.

CR-20 - Affordable Housing 91.520(b)

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

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

Table 5 – Number of Households

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

Table 6 – Number of Households Supported

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

The City did not utilize CDBG funds to undertake housing activities during the 2019-2020 reporting period. Per the Consolidated Plan, the City will consider implementing a housing rehabilitation program in 2020-2021.

With respect to rental assistance, the federal rental assistance program is administered in Aliso Viejo by OCHA. The City has no control over the allocation of housing assistance vouchers or certificates within the City. OCHA reports that it assisted 128 Aliso Viejo households with federal rental assistance vouchers or certificates during the 2019-2020 reporting period.

Discuss how these outcomes will impact future annual action plans.

As indicated above, no housing activity was undertaken during the City's first two years as a CDBG entitlement community; however, it is anticipated that a housing improvement program may be implemented in FY 2021-2022.

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

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

Table 7 – Number of Households Served

* The City is not a recipient of HOME funds.

Narrative Information

Table 7 reflects the fact that the City did not fund housing activities during the 2019-2020 reporting period. OCHA reports that 128 Aliso Viejo extremely low-income and very low-income renter households received rental assistance during the 2019-2020 reporting period.

As indicated in the 2019-2020 Action Plan, the City did not utilize CDBG funds to support housing activities during the reporting period; however, the City continued to support OCHA's administration of HUD's voucher and certificate rental assistance program. The City did monitor properties and housing units that are subject to long-term affordability covenants.

The City is not a recipient of HOME funds.

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

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

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

The City did not allocate CDBG funds for homeless outreach services during the 2019-2020 reporting period; however, a deputy sheriff was designated as the City's Homeless Liaison Officer. In this role, OC Sheriff personnel works directly with homeless individuals by assessing their needs and providing referrals and linkages to various local and regional services, such as Mercy House. The City also continues to support the Continuum of Care outreach and assessment strategy to address homelessness on a regional basis.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City did not allocate CDBG funds for emergency shelter or transitional housing during the 2019-2020 reporting period.

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

No CDBG funds were allocated during the 2019-2020 reporting period for homelessness prevention services. However, it is important to note that the City participates in the regional Continuum of Care (CoC) planning process, including developing the regional plan to end homelessness and the regional discharge plan to prevent individuals from leaving institutions, hospitals, etc., from becoming homeless. OCHA reports that federal rental assistance vouchers and certificates were provided to 12 homeless households in Aliso Viejo. Five homeless families benefitted from Continuum of Care Program Permanent Supportive Housing Certificates, and seven homeless veteran households benefitted from Veterans Affairs Supportive Housing (VASH) vouchers.

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

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

As indicated above, no CDBG funds were allocated during the 2019-2020 reporting period for homelessness prevention assistance; however, as reported above, five homeless families benefitted from Continuum of Care Program Permanent Supportive Housing Certificates, and seven homeless veteran households benefitted from VASH vouchers.

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

Actions taken to address the needs of public housing

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

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

Not applicable.

Actions taken to provide assistance to troubled PHAs

Not applicable.

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

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

The 2019-2020 Annual Action Plan indicates that the City will address barriers to affordable housing by taking the following actions:

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

During the 2019-2020 Reporting Period, the City adopted a regulatory framework to facilitate the development of Accessory Dwelling Units.

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

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

The 2019-2020 Annual Action Plan indicates the City will take certain steps to address underserved residents' needs. During the reporting period, the City supported OCHA's efforts to obtain additional rental assistance funding, especially for senior and low-income households. OCHA reports it assisted 85 senior households and 25 disabled households with rental assistance during the reporting period.

The Fair Housing Foundation provided fair housing services aimed at ensuring all households have access to safe and decent housing that they desire and can afford, without regard to their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income, or other characteristics protected by laws. The Fair Housing Foundation assisted 44 households during the 2019-2020 reporting period.

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

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

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

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

According to the U.S. Census Bureau, approximately 4.2% of Aliso Viejo residents have incomes below the poverty level. The data further indicates that about 6.5% of City residents age 65 and older, and 2.7% of children under 18 live below the poverty level. [1] The Consolidated Plan and Annual Action Plan indicate that the City will support the services listed below to reduce the number of families living in poverty:

- Support affordable housing programs, including rehabilitation for lower income, senior and disabled homeowners, and rental assistance for very low-income renters via OCHA. OCHA provided rental assistance to 128 renter households during the reporting period, including 85 senior and 25 disabled renter households.
- The Fair Housing Foundation educated and counseled 44 households regarding their rights to access safe and decent housing. Approximately 52% of households served are very low-income.

[1. POVERTY STATUS IN THE PAST 12 MONTHS, 2018 American Community Survey 5-Year Estimates, S1701.]

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

During FY 2019-2020, the City continued efforts to eliminate institutional gaps and enhance program coordination with the community. For example, the City partnered with a nonprofit to deliver social services. City departments also continued to work together to implement CDBG-funded activities that addressed community priority needs. The City assisted OCHA by participating in the Cities Advisory Committee – a quarterly meeting of cities and OCHA to discuss federal rental housing assistance and regional housing issues. As a member of the Orange County Continuum of Care Community Forum, the City provided critical information to the regional Continuum of Care (CoC) as it prepared the County's CoC Homeless Assistance grant application for HUD's consideration. The City also participated in developing the county's Ten-Year Plan to end chronic homelessness and the regional discharge plan.

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

As indicated above, the City participated in regional coordination of services by participating in the quarterly Cities Advisory Committee held by OCHA to discuss federal rental housing assistance and as a member of the Orange County CoC Forum. The City also continued to work with private developers to identify potential housing development opportunities, including projects with an affordable housing component.

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

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

Before attaining "CDBG Entitlement Community" status, the City participated in the CDBG program under the umbrella of the County of Orange. In 2015, the County prepared an update to the AI, which provided a summary of fair housing impediments and the actions taken by the County (and City) to address impediments. The City now contracts with the Fair Housing Foundation (FHF) to provide fair housing outreach, education, and enforcement services, and to address the impediments identified in the County AI. A summary of the County AI is provided as **Attachment 3**.

During the 2019-2020 reporting period, the following actions were taken to address impediments to fair housing in Aliso Viejo:

- Due to the Coronavirus pandemic, FHF conducted fewer landlord, tenant, and property management workshop during the reporting period. Nonetheless, FHF collaborated with several community-based organizations such as the Iglesia Park Community Center, the Chamber of Commerce, and AVCA to ensure residents had access to fair housing resources.
- FHF addressed seven allegations of fair housing violations. Four complaints alleged housing discrimination based on a physical disability, one based on gender, one based on mental disability, and one based on race. Six allegations were resolved through counseling. Upon further investigation, one allegation of housing discrimination based on a physical disability was sustained. This case was eventually resolved by exploring options and training.
- FHF addressed 47 landlord/tenant issues. Most complaints were related to rights and responsibilities, unit habitability, lease terms, and notices.

- FHF distributed over 1,600 pieces of literature regarding fair housing throughout the community. Materials were published in English and Spanish.
- The City attended quarterly OCHA meetings to discuss various housing and assisted housing policies and issues.
- The City continued to work with local law enforcement and the criminal justice system to address hate crimes. No hate crimes were recorded by the FBI in 2018 – the latest year available for this information.
- The City is partnering with other Orange County grantees to prepare a countywide AI for the 2020-2024 cycle.

CR-40 - Monitoring 91.220 and 91.230

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

The City CDBG program policies and procedures include a requirement to conduct monitoring of eventual sub-recipients. The purpose of this oversight is to provide program staff with information necessary to verify the accuracy of data supplied by sub-recipients, ensure that sub-recipients are carrying out individual activities as described in their contracts, and to ensure that sub-recipients use appropriate accounting and record-keeping methods as it relates to the use of CDBG funds. Each grant year will begin with sub-recipient training to discuss several topics: 1) review the CDBG program goals, objectives, and subrecipient obligations; 2) review the content of the subrecipient agreements; and 3) review regulations related to the CDBG program that impact sub-recipient program implementation. During the fiscal year, sub-recipients will submit quarterly accomplishment reports. Quarterly invoices must be accompanied by documentation to support the reimbursement requests. The City will conduct monitoring on a biennial basis. Program staff will also work closely with City departments to ensure CDBG program regulations and other federal requirements are implemented during the reporting period.

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

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

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

To encourage resident participation in the City's CDBG program, the City published a notice in the *Orange County Register* on October 5, 2020, announcing a 15-day public comment period and public meeting for the 2019-20 CAPER. The CAPER was made available for public review and comment from October 6, 2020, through October 20, 2020, at Aliso Viejo City Hall located at 12 Journey, Aliso Viejo, CA, and on the City of Aliso Viejo website at www.avcity.org. A meeting to obtain additional public comments was held on October 21, 2020. Due to the governor's Coronavirus public health executive order, members of the public will participate by teleconference. A copy of this notice and a summary of public comments are provided as **Attachment 4**.

CR-45 - CDBG 91.520(c)

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

No modifications to program objectives were undertaken or required during the 2019-2020 reporting period.

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

No

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

Not applicable.

PGM Year: 2018
Project: 0001 - ADA Improvements: Aliso Viejo Ranch
IDIS Activity: 12 - ADA Improvements: Aliso Viejo Ranch

Status: Open
Location: 100 Park Ave Aliso Viejo, CA 92656-2845

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

Initial Funding Date: 10/13/2018

Description:

CDBG funds for ADA improvements to Aliso Viejo Ranch community center.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060606	$220,449.82	$220,449.82	$220,449.82
		2019	B19MC060606	$136,979.18	$136,979.18	$136,979.18
		2020	B20MC060606 *	$207,230.00	$103,605.96	$103,605.96
Total	**Total**			**$564,659.00**	**$461,034.96**	**$461,034.96**

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

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

Female-headed Households:	0	0	0

Income Category:

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

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	CDBG funds allocated to undertake ADA improvements at the Aliso Viejo Ranch. Architectural design was completed in prior years (under County CDBG administration). Bids for the project have been solicited and submitted proposals exceeded expected project costs. City staff is currently reviewing and prioritizing work to be done on the facility and further identifying/estimating costs for ADA improvements. It is anticipated that construction will begin in October 2019.	
2019	During the 2019-2020 reporting period, the City continued construction of the Aliso Viejo Ranch project, including construction of ADA improvements to the existing project site. Overall, the project is approximately 70% complete. It is anticipated the project will be completed in early 2021. ADA improvements funded by CDBG include ADA compliant accessibility path and restroom, and flatwork required to create accessible parking and pathways to access existing structures. This component of the project will be completed during the second quarter of the 2020-21 reporting period.	

* A draw down of $103,605.96 in 2020 expenditures was accrued to FY 2019-20

PGM Year: 2019
Project: 0001 - Fair Housing Foundation
IDIS Activity: 13 - Fair Housing Foundation

Status: Completed 8/18/2020 12:00:00 AM
Location: 12 Journey Ste 100 Aliso Viejo, CA 92656-5335

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)
National Objective: LMC

Initial Funding Date: 10/21/2019

Description:

Fair housing outreach, education and enforcement services with the goal to reduce and eliminate impediments to the fair access of housing opportunities.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060606	$3,500.00	$3,500.00	$3,500.00
Total	**Total**			**$3,500.00**	**$3,500.00**	**$3,500.00**

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	37	10
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**44**	**10**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	16
Low Mod	0	0	0	7
Moderate	0	0	0	15
Non Low Moderate	0	0	0	6
Total	0	0	0	44
Percent Low/Mod				86.4%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	CDBG funds allocated to support fair housing services. A total of 44 households were assisted during the 19-20 report period. The Fair Housing Foundation (FHF) addressed various landlord-tenant issues with the most prevalent issues related to rights and responsibilities, habitability, and lease terms. The FHF also reports it received 7 allegations of fair housing law violations. Allegations were related to gender, mental disability, race, and physical disability (4 complaint). Six cases were resolved through counseling. 1 case was opened for investigation based on an allegations of housing discrimination based on physical disability. The allegation was sustained, but was eventually resolved through accommodations and training. The activity is complete.	

PGM Year: 2019
Project: 0002 - CDBG Program Administration
IDIS Activity: 14 - CDBG Program Administration

Status: Completed 6/30/2020 12:00:00 AM
Location: ,

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

Initial Funding Date: 10/21/2019

Description:

CDBG program oversight and coordination.
Additional administrative costs were incurred during the FY 19-20 reporting period to pay for the City's share for preparation of the Orange County 2020-2024 Analysis of Impediments to Fair Housing.
Additional admin funds were incurred to plan for the use of CDBG-Coronavirus (CDBG-CV) funds, allocated to the City by the CARES Act of 2020.
The activity is complete.
An unspent balance of $20,819.71 (2019 funds) will be reprogrammed.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060606	$22,980.29	$22,980.29	$22,980.29
Total	**Total**			**$22,980.29**	**$22,980.29**	**$22,980.29**

Proposed Accomplishments

Actual Accomplishments

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

Female-headed Households: 0

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

Annual Accomplishments

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

Total Funded Amount:	**$591,139.29**
Total Drawn Thru Program Year:	**$487,515.25**
Total Drawn In Program Year:	**$487,515.25**

Office of Community Planning and Development	DATE:	10-05-20
U.S. Department of Housing and Urban Development	TIME:	11:32
Integrated Disbursement and Information System		
PR26 - CDBG Financial Summary Report		
Program Year 2019		
ALISO VIEJO , CA		

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	220,449.82
02 ENTITLEMENT GRANT	219,032.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	439,481.82
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	464,534.96
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	(103,605.96) [1]
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	360,929.00
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	22,980.29
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	383,909.29
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	55,572.53
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	464,534.96
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	(103,605.96) [1]
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	360,929.00
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23	PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24	CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25	CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26	PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27	DISBURSED IN IDIS FOR PUBLIC SERVICES	3,500.00
28	PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29	PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30	ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31	TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	3,500.00
32	ENTITLEMENT GRANT	219,032.00
33	PRIOR YEAR PROGRAM INCOME	0.00
34	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35	TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	219,032.00
36	PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	1.60%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	22,980.29
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	22,980.29
42	ENTITLEMENT GRANT	219,032.00
43	CURRENT YEAR PROGRAM INCOME	0.00
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	219,032.00
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	10.49%

1. Adjustment amount reflects a FY 20-21 draw down of $103,605.96 that was inadvertantly accrued to FY 19-20. IDIS will be revised to accrue this draw down to the correct program years.

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

Report returned no data.

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

Report returned no data.

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

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount	
2018	1	12	6319263	ADA Improvements: Aliso Viejo Ranch	03F	LMC	$38,172.23	
2018	1	12	6343748	ADA Improvements: Aliso Viejo Ranch	03F	LMC	$168,083.14	
2018	1	12	6374125	ADA Improvements: Aliso Viejo Ranch	03F	LMC	$38,878.91	
2018	1	12	6404463	ADA Improvements: Aliso Viejo Ranch	03F	LMC	$215,900.68	2
					03F	**Matrix Code 03F**	**$461,034.96**	2
2019	1	13	6319240	Fair Housing Foundation	05J	LMC	$858.46	
2019	1	13	6343742	Fair Housing Foundation	05J	LMC	$876.32	
2019	1	13	6374125	Fair Housing Foundation	05J	LMC	$873.60	
2019	1	13	6404447	Fair Housing Foundation	05J	LMC	$891.62	
					05J	**Matrix Code 05J**	**$3,500.00**	
Total							**$464,534.96**	2

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

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	1	13	6319240	Fair Housing Foundation	05J	LMC	$858.46
2019	1	13	6343742	Fair Housing Foundation	05J	LMC	$876.32
2019	1	13	6374125	Fair Housing Foundation	05J	LMC	$873.60
2019	1	13	6404447	Fair Housing Foundation	05J	LMC	$891.62
					05J	**Matrix Code 05J**	**$3,500.00**
Total							**$3,500.00**

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

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	2	14	6319239	CDBG Program Administration	21A		$5,001.98
2019	2	14	6343743	CDBG Program Administration	21A		$3,130.62
2019	2	14	6374125	CDBG Program Administration	21A		$1,153.47
2019	2	14	6404447	CDBG Program Administration	21A		$13,694.22
					21A	**Matrix Code 21A**	**$22,980.29**
Total							**$22,980.29**

2. This figure includes $103,605.96 in FY 20-21 expenditures accrued to FY FY 19-20

FAIR HOUSING ACTION PLAN
(AI SUMMARY MATRIX)

The analysis of impediments to fair housing determined that the following are private and public-sector impediments to fair housing choice that may exist within some of the jurisdictions evaluated for the ***FY 2015-19 Analysis of Impediments to Fair Housing***.

Private Sector Impediments

- Discrimination against protected classes in the sale and rental of housing
- Steering of homebuyers, in-place renters, and apartment seekers
- Illegal appraisal practices
- Disparate treatment in mortgage loan underwriting
- Difficulty in obtaining affordable homeowner's insurance and rental property insurance
- Discriminatory property management practices inconsistent with fair housing laws
- Discriminatory advertising
- Hate crimes committed at residences
- Section 8 is not included within the meaning of source of income as that term is defined in the California Fair Employment and Housing Act

Public Sector Impediments

- New affordable housing in four census tracts may likely perpetuate conditions of minority and low-income concentrations
- Section 8 assisted households reside in one high poverty neighborhood, which is inconsistent with HUD's de-concentration policies
- A few cities have planning and zoning practices inconsistent with federal and state fair housing laws

The **Fair Housing Action Plan AI Summary Matrix** describes the actions that the County of Orange, participating cities, metropolitan cities, and the Fair Housing Council of Orange County (FHCOC) will implement over five years to ameliorate the identified private and public sector fair housing impediments identified in the ***FY 2015-19 County Of Orange Analysis Of Impediments To Fair Housing Choice And Fair Housing Action Plan***.

ORANGE COUNTY URBAN COUNTY PROGRAM FAIR HOUSING ACTION PLAN 2015-2020

***PRIVATE SECTOR IMPEDIMENTS* TO BE ADDRESSED**	**GOALS**	**ACTIVITIES OR STRATEGIES TO MEET THE GOALS**	**RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS**	**PROPOSED INVESTMENT**	**BENCHMARK YEAR TO BE COMPLETED**
Discrimination against protected classes in the sale and rental housing markets	Increase the number of housing discrimination cases processed by FHCOC	• County should continue to allocate CDBG funding to FHCOC • County should continue to maintain community awareness of FHCOC services ▪ County should continue to support the efforts of FHCOC to develop & expand its education program	Fair Housing Council of Orange County The City of Aliso Viejo contracted with the Fair Housing Foundation to provide these fair housing services	CDBG Funds CDBG Funds	Action to be included in Program Year **2015-2016 through 2019-2020** Annual Action Plans 2018-2019 through 2020-2021
Steering of home buyers, in-place renters and apartment seekers	Increase community awareness of private sector steering practices	• Provide information to homebuyers on how to detect steering in the home search & loan application processes • Provide information to renters on how to detect steering by property managers • Add steering to FHCOC's categories of alleged housing discriminatory acts	Fair Housing Council of Orange County The City of Aliso Viejo contracted with the Fair Housing Foundation to provide these fair housing services	CDBG Funds CDBG Funds	Action to be included in Program Year **2017-2018 through 2019-2020** Annual Action Plans 2018-2019 through 2020-2021
Illegal appraisal practices	Increase homebuyer awareness of the importance of appraisal reports	• Add "how to read an appraisal report" to homebuyer counseling services provided by FHCOC to inform homebuyers	Fair Housing Council of Orange County	CDBG Funds	Action to be included in Program Year **2017-2018 through 2019-2020** Annual Action Plans
Disparate treatment in mortgage loan underwriting	Reduce the loan disparity ratios between Hispanic and Black loan applicants and White non-Hispanic loan applicants	• Identify lenders in the West & South Orange County Sub Areas • Transmit the findings of the AI & the lender info to HUD & the Consumer Financial Protection Bureau	Fair Housing Council of Orange County The City of Aliso Viejo contracted with the Fair Housing Foundation to provide these fair housing services	CDBG Funds CDBG Funds	Action to be included in Program Year **2017-2018** Annual Action Plan 2018-2019 through 2020-2021

PRIVATE SECTOR IMPEDIMENTS TO BE ADDRESSED	GOALS	ACTIVITIES OR STRATEGIES TO MEET THE GOALS	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	BENCHMARK YEAR TO BE COMPLETED
Difficulty in obtaining affordable homeowner's insurance and rental property insurance	Increase homebuyer and landlord awareness of how to obtain affordable homeowner's insurance	• Add "homeowner's insurance" & "CLUE Reports" to homebuyer counseling services provided by FHCOC • Provide educational services to homebuyers so they understand CLUE Reports ▪ Inform landlords of the enactment of AB 447	Fair Housing Council of Orange County	CDBG Funds	Action to be included in Program Year **2017-2018 through 2019-2020** Annual Action Plans
Discriminatory property management practices inconsistent with federal and State fair housing laws	Increase property managers' awareness of fair housing requirements	• Continue to disseminate fair housing information to on-site apartment managers at educational seminars • Continue to have FHCOC process housing discrimination complaints • Have FHCOC prepare a model template of written policies (e.g., reasonable accommodations) & transmit the model template to the Apartment Owners Association	Fair Housing Council of Orange County The City of Aliso Viejo contracted with the Fair Housing Foundation to provide these fair housing services	CDBG Funds CDBG Funds	Action will be included in the Program Year **2017-2018** Annual Action Plan 2018-2019 through 2020-2021
Discriminatory advertising	Reduce the publication of discriminatory words and phrases	• Support efforts to amend the Communications Decency Act to extend the Fair Housing Act ban on discriminatory online advertising ▪ Submit a request to Craigslist & the OC Register that they publish a notice stating that disabled persons can request an accommodation for their service &/or companion animal • Request that the OC Register publish a Fair Housing Notice & include FHCOC contact information	Fair Housing Council of Orange County The City of Aliso Viejo contracted with the Fair Housing Foundation to provide these fair housing services	CDBG Funds CDBG Funds	Action will be included in Program Year **2017-2018 through 2019-2020** Annual Action Plans 2018-2019 through 2020-2021

PRIVATE SECTOR IMPEDIMENTS TO BE ADDRESSED	GOALS	ACTIVITIES OR STRATEGIES TO MEET THE GOALS	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	BENCHMARK YEAR TO BE COMPLETED
Hate crimes committed at residences are an impediment to fair housing choice	Provide written resource material to hate crime victims	• Prepare a Hate Crime Victims Resource Directory • Transmit the Directory to the Human Relations Commission, Sheriff's Dept. & city Police Departments	Fair Housing Council of Orange County The City of Aliso Viejo contracted with the Fair Housing Foundation to provide these fair housing services	CDBG Fund CDBG Funds	Action will be included in the Program Year **2017-2018** Annual Action Plan 2018-2019 through 2220-2021
Section 8 is not included within the meaning of source of income as that term is defined in the California Fair Employment & Housing Act	Include Section 8 within the meaning of source of income	• Support the enactment of SB 1053	Orange County Housing Authority	N/A	California Association of Housing Authorities (CAHA) is supporting SB 1053

PUBLIC SECTOR IMPEDIMENTS TO BE ADDRESSED	GOALS	ACTIVITIES OR STRATEGIES TO MEET THE GOALS	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	BENCHMARK YEAR TO BE COMPLETED
New affordable housing in four census tracts may likely perpetuate conditions of minority and low-income concentrations	Avoid new affordable housing developments in the four census tracts	• Evaluate affordable housing development proposals in these four census tracts against HUD's site & neighborhood standards • Obtain input from FHCOC on proposed affordable housing developments, if any, in the four census tracts • Discuss & obtain input on proposed affordable housing developments, if any, from the HUD LA Field Office	Orange County Housing Authority Orange County Community Services Fair Housing Council of Orange County	Agency funding	Action will be Implemented in Program Years **2016-2017 to 2019-2020**

PUBLIC SECTOR IMPEDIMENTS TO BE ADDRESSED	GOALS	ACTIVITIES OR STRATEGIES TO MEET THE GOALS	RESPONSIBLE ENTITIES ASSIGNED TO MEET GOALS	PROPOSED INVESTMENT	BENCHMARK YEAR TO BE COMPLETED
Section 8 assisted households reside in one high poverty neighborhood which is inconsistent with HUD's de-concentration goals	Increase the number of Section 8 households residing outside of high poverty and within low poverty neighborhoods	• Transmit the Section 8 location study to the OCHA • Identify apartments located in low poverty neighborhoods • Transmit the list of apartments to the OCHA • Encourage landlords in low poverty areas to participate in the Section 8 program • Encourage OCHA to include in the Briefing Packet given to families a map that shows the boundaries of high poverty neighborhoods	Orange County Housing Authority Orange County Community Services	Orange County Community Services funding	Action will be Implemented in Program Year **2017-2018**
A few cities have planning and zoning practices inconsistent with federal and state fair housing laws	Assist cities in amending their planning and zoning practices so they are consistent with federal and state fair housing laws	• Provide assistance to cities to adopt model zoning & planning practices	Orange County Community Services Fair Housing Council of Orange County	CDBG funding	Action will be Implemented in Program Year **2017-2018**

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

NOTICE IS HEREBY GIVEN that on Wednesday, October 21, 2020, at 7:00 pm (or as soon thereafter as possible) the City Council of the City of Aliso Viejo will conduct a public hearing to consider the following:

APPROVAL AND AUTHORIZE SUBMISSION OF THE CITY OF ALISO VIEJO'S 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Hearing Location: City Hall Council Chambers, 12 Journey, Suite 150, Aliso Viejo, CA 92656 (Unless otherwise noted in the advisory below.)

Novel Coronavirus, COVID-19 Advisory: In the event the Governor's Executive Order N-33-20, issued on March 19, 2020, remains in effect on the date of this public hearing, members of the City Council, city staff, and applicants, will be participating by teleconference. Furthermore, the meeting will be conducted in compliance with the Governor's Executive Order N-25-20 issued March 12, 2020, and supplemental Executive Order N-29-20 issued March 17, 2020. The meeting will be available on Cox Communications Channel 851, AT&T U-Verse Channel 99, and online at www.avcity.org.

2019-2020 CAPER
The City of Aliso Viejo is a recipient of Community Development Block Grant (CDBG) funds, awarded to the City by the U. S. Department of Housing and Urban Development (HUD). In order to receive CDBG funds, the City is required to prepare a multi-year strategic plan known as the Consolidated Plan. At the beginning of each year, the City prepares a one-year expenditure plan outlining the planned use of CDBG funds. At the conclusion of the fiscal year, the City must prepare a year-end performance report known as the Consolidated Annual Performance and Evaluation Report (CAPER). The 2019-2020 CAPER covers the period of July 1, 2019, through June 30, 2020, and provides a summary of activities undertaken with CDBG funds during the report period.

INVITATION TO BE HEARD: All interested persons will be given an opportunity to comment on these items during the public hearing. Additionally, the draft 2019-2020 CAPER will be available for public review. The review period will begin October 6, 2020, and will end October 20, 2020. The draft documents will be available at City Hall and on the City of Aliso Viejo website at www.avcity.org. Comments may be submitted before the hearing via email to community-input@avcity.org, or by calling (949) 425-2509 to leave a recorded message. Emailed comments will continue to be accepted during the public hearing, through the close of the public comment period. Please reference the 2019-2020 CAPER and City Council meeting date in any correspondence.

If you wish to challenge the above projects in court, the challenge will be limited only to those issues you or someone else raised at the public hearing or in written correspondence delivered to the City at or before the public hearing as described in this notice. The agenda materials pertaining to this item will be made available for public review at the City and on the City's website at www.avcity.org by approximately 4:30 pm on October 16, 2020. Please contact Mitzi Ortiz, MMC, City Clerk at (949) 425-2505 if you have any questions regarding the agenda materials.

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

/s/
Mitzi Ortiz, MMC
City Clerk

1/8-page display ad published in the Orange County Register on October 5, 2020

City of Aliso Viejo
AGENDA ITEM

DATE: October 21, 2020

TO: Mayor and City Council

FROM: Omar Dadabhoy, Community Development Director
Jennifer Lowe, Senior Planner

SUBJECT: REQUEST TO APPROVE PLANNING APPLICATION PA18-035 (CUP) FOR A CONDITIONAL USE PERMIT TO ESTABLISH A PRIVATE EDUCATION USE WITH AN ALTERNATIVE PARKING PLAN THAT INCLUDES AN OFFSITE PARKING AGREEMENT FOR A PARKING DEFICIENCY OVER 15 PERCENT AT 145 COLUMBIA

Recommended Actions:

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 (Existing Facilities); and

3. Adopt a Resolution (Attachment 1) approving Planning Application PA18-035 (CUP) for a conditional use permit to establish a private education use with an alternative parking plan that includes an offsite parking agreement for a parking deficiency over 15 percent at 145 Columbia.

Fiscal Impact:

There is no fiscal impact to the City associated with this discretionary action.

Background:

Compass Bible Church ("Applicant" or "Compass") has been operating in the City since 2006. During this time, their operations have grown from primarily an office use at 140 Columbia and services at 2A Liberty to occupying three of the four buildings within Columbia Corporate Center (120, 140, and 150 Columbia). Over the years, Compass has grown its ministry beyond the Aliso Viejo campus to include churches across the United States and internationally. In 2018, Compass Bible Church purchased 145 Columbia, a 26,958 square foot office/industrial building to operate has its headquarters. Compass has conducted tenant improvements at 145 Columbia to establish administrative offices that will oversee ministry activities of multiple campuses, including Compass H.B.,

Compass Tustin, Compass Boise, and Compass Guatemala. Compass would also like to expand its operations to use a portion of the building to begin providing religious education through Compass Bible Institute.

Discussion:

The building located at 145 Columbia will operate as the main office for all Compass Bible Church locations. Additionally, Compass Bible Church ("Applicant") has proposed to use the building for a private, religious, vocational school intended to educate individuals that aspire to full-time employment in Christian ministry and/or take on leadership roles in their churches. Although under the same parent organization, the training program operates independently of the church operations located at Columbia Corporate Center. Therefore, operations associated with the church, including but not limited to, worship services, group meetings, and special events, are not be permitted at 145 Columbia.

Compass Bible Institute Training Program

To establish Compass Bible Institute ("School") at 145 Columbia, the Applicant is proposing to convert storage rooms into classrooms that will be aimed toward providing current and future pastors, missionaries, and ministry staff with religious training. Areas of study are for those who aspire to be pastors, biblical counselors, church administrators, youth ministers, and worship leaders. The curriculum would focus on subjects such as setting ministry budgets, officiating/preaching at a wedding or funeral, dealing with facility needs/growth, community outreach, and key elements of a general theological doctrine.

AVMC Section 15.18.020 states that "schools, private, without outdoor facilities, such as business, vocational, and professional" are permitted in the Business Park 2 (BP-2) zoning district with an approved conditional use permit. The project consists of converting existing storage areas into 3 classrooms, totaling 3,598 square feet. With a maximum of 75 students onsite, the school will operate Monday through Friday, from 8:00 a.m. to 10:00 p.m., and on Saturdays from 8:00 a.m. to 4:00 p.m.

Parking

Conversion of storage areas into training room increases the parking requirement for the site, creating an onsite parking deficiency of 32.1% (45 parking spaces). AVMC Section 15.38.140(A) states the Applicant may request approval of an alternative parking plan to permit a reduction in the required number of parking spaces in excess of 15 percent and/or to permit off-site parking to satisfy the parking requirements provided the City requirements for an alternative parking plan are satisfied. To mitigate the shortage of parking onsite, the Applicant proposes to enter into an offsite parking agreement with Accuride International, property owner of Columbia Corporate Center. The parking agreement states that Accuride shall grant the non-exclusive use of 50 parking spaces on the property of Columbia Corporate Center to Compass Bible Church for the operations of Compass Bible Institute at 145 Columbia. The parking agreement is valid for a term of 15 years. However, if after 15 years and Compass Bible Institute continues

to operate at 145 Columbia and the required parking cannot be satisfied with the number of parking spaces onsite, a condition of approval has been incorporated in the attached resolution (See Condition No. 19, Attachment 1) that states Compass Bible Institute shall be required to provide a new offsite parking agreement prior to the expiration of the term in the current parking agreement. If the Applicant fails to secure the required parking spaces for the School and its operations, the Applicant would be required to either cease or reduce its operations to a level where parking can be accommodated by the onsite parking spaces at 145 Columbia.

Below is a summary of the parking for the Project.

Use	AVMC Parking Requirement	Parking Required
General Office (22,204 s.f.)	1 space per 250 s.f.	89
Storage (1,156 s.f.)	1 space per 1,000 s.f.	1
Private School (max 75 students)	1 space per every 1.5 students	50
	Total Number of Spaces Required	**140**
	Number of Existing Spaces Onsite	**95**
	Number of Spaces Deficient / % Deficiency	**45 / 32.1%**
	Number of Spaces Provided Offsite	**50**

As requirement of the request for an alternative parking plan, the Applicant submitted a parking study that provided data and analysis of the location and proximity of the off-site parking spaces, feasibility of the alternative parking plan, methods to address safety concerns regarding vehicular and pedestrian access to the proposed parking spaces, and evaluation of the Applicant's current and future parking demand, and projected parking demand for all tenants and uses that will share parking. The study, conducted by RK Engineering, reviewed peak hours of operation for 145 Columbia and tenant operations at Columbia Corporate Center. Based on observed and projected parking counts, location of shared the off-site parking area, and uses immediately adjacent to the parking spaces, RK Engineering concluded that the peak hours of operation between the users are offset and there would be adequate parking available. RK Engineering determined the alternative parking plan would meet the City requirements while ensuring the safety of vehicular and pedestrian traffic. The recommendations made in the parking study, which includes installation of a new crosswalk at the intersection of Columbia and Columbia, just southwest of the site, have been incorporated as conditions of approval in the proposed Resolution (Attachment 1).

Environmental:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the project is considered Categorically Exempt Class 1 – Existing Facilities (CEQA Section 15301) as it consists of activities involving operation, repair, maintenance, permitting, leasing, licensing, minor alteration of, or legislative activities to regulate, existing public or private structures, facilities, mechanical equipment or other property, or topographical features, provided the activity involves negligible or no expansion of use beyond that existing at the time of the City's determination.

Public Notice:

On October 8, 2020, a public hearing notice was published in the Aliso Viejo News and mailed to all owners of real properties within 300 feet of the subject real property.

Attachments:

1. Draft Resolution
2. Applicant Project Description Letter
3. Parking Study
4. Draft Parking Agreement
5. Project Plans

RESOLUTION NO. 2020- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING PLANNING APPLICATION PA18-035 (CUP) FOR A CONDITIONAL USE PERMIT TO ESTABLISH A PRIVATE EDUCATION USE WITH AN ALTERNATIVE PARKING PLAN THAT INCLUDES AN OFFSITE PARKING AGREEMENT FOR A PARKING DEFICIENCY OVER 15 PERCENT AT 145 COLUMBIA

WHEREAS, on October 21, 2020, the Applicant, Elements Architecture on behalf of Compass Bible Church, submitted Planning Application PA18-035 (CUP) for a conditional use permit to establish a private education use with an alternative parking plan that includes an offsite parking agreement for a parking deficiency over 15 percent at 145 Columbia (Project);

WHEREAS, pursuant to Aliso Viejo Municipal Code ("AVMC") Section 15.18.020, schools, private, without outdoor facilities, such as business, vocational and professional require conditional use permit ("CUP") approval within the Business Park 2 (BP-2) Zoning District;

WHEREAS, pursuant to AVMC Section 15.38.140, approval of an alternative parking plan to permit a reduction in the required number of parking spaces in excess of 15 percent and/or to permit off-site parking to satisfy the parking requirements set forth in this chapter provided the requirements of this section are satisfied;

WHEREAS, a CUP is required for all land uses identified in the AVMC as requiring such permits, pursuant to AVMC Section 15.74.040.B;

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;

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);

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 October 21, 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 PA18-035 (CUP); and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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 of 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 finds the proposed project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 exemption for activities involving operation, repair, maintenance, permitting, leasing, minor alteration of, or legislative activities to regulate, existing public or private structures, facilities, mechanical equipment or other property, or topographical features, provided the activity involves negligible or no expansion of use beyond that existing at the time of the City's determination. (State CEQA Guidelines, section 15301.) The exemption identified under Class 1 includes interior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposed project qualifies for a Class 1 exemption because the project consists of establishment of a small-scale private school with no outdoor facilities for business, vocational or professional curriculum within an existing building. Tenant improvements associated with the project involve minor modification to the interior of the existing building, limited to the moving and construction of interior walls and electrical work. The proposed training rooms will occupy 3,598 square feet of a 26,958 square foot building. The alternative parking plan is comprised of existing parking spaces within established parking lots to meet the project's parking requirements. No additional improvements beyond the existing parking lots are needed. Therefore, the proposed project is exempt from CEQA pursuant to State CEQA Guidelines, section 15301.

To the extent the Class 1 categorical exemption applies to the proposed project, staff has determined that none of the exceptions to the categorical exemptions apply. (14 C.C.R. §15300.2.) Specifically, the proposed project is not located in a particularly sensitive environment. Improvements will be installed on existing structures in urbanized/developed areas. The cumulative impact of successive projects of this same type in the same place over time would not be significant because these types of conversions are limited in size and number; there are a finite number of training rooms that could be accommodated within this existing building. The existing office building is not located within an officially designated state scenic highway. Thus, the proposed project would not have an impact in this regard. Similarly, the building is not located on a site designated pursuant to Government Code section 65962.5 (Cal/EPA Hazardous Waste and Substances Site Lists). Finally, the proposed project does not involve any improvements, modifications, or other changes to a historical resource. Therefore, none of the circumstances outlined in Title 14, California Code of Regulations, section 15300.2 applies. Thus, the categorical exemption outlined above remains applicable to the proposed project.

SECTION 3. Approval of Project and Findings for Conditional Use Permit for a Private Education Use. In accordance with Section 15.74.040 (C) of the AVMC, the City Council hereby approves the CUP for Planning Application PA18-035 (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 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 administrative offices and small-scale private education use is consistent with the General Plan Land Use Designation of Business Park (BP), which allows for a range of light industrial uses with supporting offices and/or services. Additionally, Goal LU-1 states the City shall "provide a diverse mix of land uses to meet the future needs of all residents and the business community." Under Goal LU-1.4, the City shall "support efforts to provide beneficial civic, religious, recreational, cultural, and educational opportunities and public services to the entire community." The Applicant complies with these relevant General Plan Goals, and enhances the diverse mix of land uses within Aliso Viejo and serves to benefit the communities in Aliso Viejo by providing a network of religious, cultural, and educational programs and public services.

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.:*

   The Project is located within the Business Park 2 (BP-2) Zoning District. "Schools, private, without outdoor facilities, such as business, vocational and professional" are permitted within the BP-2 district with an approved conditional use permit. The Project as proposed, 145 Columbia has an onsite parking deficiency of 32.1% or 45 parking spaces. AVMC Section 15.38.140(A) states the Applicant may request approval of an alternative parking plan to permit a reduction in the required number of parking spaces in excess of 15 percent and/or to permit off-site parking to satisfy the parking requirements provided the requirements of this section are satisfied. Details of the alternative parking plan are further outlined in Section 4 below. Furthermore, alternative parking plans require submission of a parking study and approval of a conditional use permit. The proposed alternative parking plans incudes the use of 50 parking spaces located directly across the street, in front of 150 Columbia. The parking study, conducted by RK Engineering, reviewed the feasibility of users of each parcel or land use proposed to be included in the alternative parking plan using the proposed off-site parking and identification of methods for addressing any safety concerns regarding vehicular or pedestrian access to the proposed parking spaces and any opportunities in the area for illegal

parking. Furthermore, the parking study conducted an evaluation and analysis of Applicant's current and projected parking demand parking demand for all tenants or land uses that will share parking and concluded there currently is enough parking available in the business park based on staggering of various uses' peak hours of operation. Peak hours of operation Even with the new parking requirement for assembly uses, such as churches, the parking study determined adequate parking is available for the proposed use (see Finding No. 6). The Director and City Engineer reviewed the parking study, were satisfied with the methodology, and recommend approval of the parking study and exception permit. With approval of the exception permit, permitting 116 parking stalls, the use is consistent with the provisions of the Zoning Code

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

   The proposed project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 exemption for activities involving operation, repair, maintenance, permitting, leasing, minor alteration of, or legislative activities to regulate, existing public or private structures, facilities, mechanical equipment or other property, or topographical features, provided the activity involves negligible or no expansion of use beyond that existing at the time of the City's determination. (State CEQA Guidelines, section 15301.) The exemption identified under Class 1 includes interior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposed project qualifies for a Class 1 exemption because the project consists of establishment of a small-scale private school with no outdoor facilities for business, vocational or professional curriculum within an existing building. Tenant improvements associated with the project involve minor modification to the interior of the existing building, limited to the moving and construction of interior walls and electrical work. The proposed training rooms will occupy 3,598 square feet of a 26,958 square foot building. The alternative parking plan is comprised of existing parking spaces within established parking lots to meet the project's parking requirements. No additional improvements beyond the existing parking lots are needed. Therefore, the proposed project is exempt from CEQA pursuant to State CEQA Guidelines, section 15301.

   To the extent the Class 1 categorical exemption applies to the proposed project, staff has determined that none of the exceptions to the categorical exemptions apply. (14 C.C.R. §15300.2.) Specifically, the proposed project is not located in a particularly sensitive environment. Improvements will be installed on existing structures in urbanized/developed areas. The cumulative impact of successive projects of this same type in the same place over time would not be significant because these types of conversions are limited in size and number; there are a finite number of training rooms that could be accommodated within this existing building. The existing office building is not located within an officially designated state scenic highway. Thus, the proposed project would not have an impact in this regard. Similarly, the building is not located on a site designated pursuant to

Government Code section 65962.5 (Cal/EPA Hazardous Waste and Substances Site Lists). Finally, the proposed project does not involve any improvements, modifications, or other changes to a historical resource. Therefore, none of the circumstances outlined in Title 14, California Code of Regulations, section 15300.2 applies. Thus, the categorical exemption outlined above remains applicable to the proposed 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 site is located within an area primarily characterized by office, light industrial, and manufacturing uses. The site is directly bound by Aliso Creek Road to the north, and the streets of Columbia and Columbia to the west and south. Just north of Aliso Creek Road is Argonaut Park and to the west of Columbia are office/industrial buildings. South of Columbia is Columbia Corporate Center, which is the location of the 50 off-site parking spaces and Compass Bible Church. The site is directly bound to the east by an office/industrial property. There is no indication the use will create conditions materially detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the site. There is no indication the use will create conditions materially detrimental or injurious to the properties, improvements or land uses in the vicinity.

SECTION 4. Approval of Project and Findings for Conditional Use Permit for an Alternative Parking Plan. In accordance with Section 15.38.140(F) of the AVMC, the City Council hereby approves the CUP for Planning Application PA18-035 (CUP) subject to the conditions set forth in Exhibit "A," attached hereto and incorporated herein by reference.

1. *Given the specific conditions of the site and the adjacent area and based upon the information and conclusions of the parking study, the alternate parking standards will provide sufficient parking for the use(s) served.*

   AVMC Section 15.38.140(A) states the Applicant may request approval of an alternative parking plan to permit a reduction in the required number of parking spaces in excess of 15 percent and/or to permit off-site parking to satisfy the parking requirements provided the requirements of this section are satisfied. Details of the alternative parking plan are further outlined in Section 4 below. Furthermore, alternative parking plans require submission of a parking study and approval of a conditional use permit. The proposed alternative parking plans incudes the use of 50 parking spaces located directly across the street, in front of 150 Columbia. The parking study, conducted by RK Engineering, reviewed the feasibility of users of each parcel or land use proposed to be included in the alternative parking plan using the proposed off-site parking and identification of methods for addressing any safety concerns regarding vehicular or pedestrian access to the proposed parking spaces and any opportunities in the area for illegal

parking. Furthermore, the parking study conducted an evaluation and analysis of Applicant's current and projected parking demand parking demand for all tenants or land uses that will share parking and concluded there currently is enough parking available in the business park based on staggering of various uses' peak hours of operation. The ensure accessibility to the offsite parking and the safety of pedestrians traveling to and from the site, the parking study makes recommendations in regard to the addition of a crosswalk, placement of adequate signage and communication with students about parking.

2. *The alternative parking plan complies with the purpose and intent of this chapter.*

   Off-street parking is required for all land uses in accordance with this chapter. These regulations are intended to: (1) provide for the demand for off-street parking generated by the various land uses in the city; (2) ensure the health, safety and welfare of the public by ensuring safe access to homes and businesses; and (3) provide for properly designed parking facilities with adequate numbers of parking spaces in order to reduce traffic congestion, promote business and enhance public safety. As described in the parking, sufficient parking is available for patrons of the proposed use. The parking study includes recommendations to provide adequate pedestrian access to and from the offsite parking lot via the use of existing sidewalks and the proposed crosswalk, which have been incorporated in Exhibit A, Conditions of Approval, of this Resolution.

3. *If off-site parking is proposed, sufficient access and property rights in the off-site parking are provided to ensure that sufficient parking is provided for the use(s) served for the life or term of the use(s).*

   The alternative parking plan for offsite parking is supported by a parking agreement that will be recorded against all properties partied to the agreement. Accuride International, property owner of Columbia Corporate Center (100, 120, 140, and 150 Columbia) has agreed to provide the Applicant with 50 parking spaces for the operations at 145 Columbia. The initial term of the agreement is for 15 years; however, conditions of approval have been incorporated in this Resolution that requires the Applicant to secure a new parking agreement prior to expiration of the term of the parking agreement or Accuride desiring to terminate the agreement prior term expiration. In the event that parking cannot be secured, the Applicant shall be required to reduce its operations to a level that can be accommodated by the parking onsite or potential face revocation of the CUP.

4. *If off-site parking is proposed, the distance between the use(s) served and the off-site parking is no greater than reasonably feasible to ensure that sufficient parking is provided for the use(s) served. In making this finding, greater weight shall be given to off-site parking that is closer to the use(s) served.*

   The location of the off-site parking is directly across the street from the uses served at 145 Columbia. The parking study concludes that the off-site parking is not

greater than reasonably feasible to ensure sufficient parking is provided for the use.

SECTION 5. 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. Additionally, pursuant to the Governor's Executive Order N-80-20 issued September 23, 2020, the Notice of Exemption for this project will be posted on the City of Aliso Viejo website, filed in the State Clearinghouse CEQAnet Web Port, and provided to parties requesting NOE notification, in compliance with those orders.

SECTION 6. 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.

PASSED, APPROVED AND ADOPTED this 21st day of October 2020.

_____
Mike Munzing
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 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 21st day of October 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 October 21, 2020.

_____
MITZI ORTIZ
CITY CLERK

(SEAL)

EXHIBIT "A"
PLANNING APPLICATION PA18-035 (CUP)
CONDITIONS OF APPROVAL

1. Project Description. Approval of the Planning Application PA18-035 (CUP) is for a conditional use permit to establish a private education use with an alternative parking plan that includes an offsite parking agreement for a parking deficiency over 15 percent at 145 Columbia, Aliso Viejo, CA in accordance with all plans and exhibits as presented to and approved by the City Council on October 21, 2020.

2. Period of Validity. Approval of Planning Application PA18-035 (CUP) is valid for a period of two years from the effective date set out above.

3. 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 with the Department of Planning Services, 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.

4. Applicant Designation. For the purpose of Planning Application PA18-035 (CUP) and as referenced in the conditions, "Applicant" shall apply to Compass Bible Church, Compass Bible Institute, owner, operator, and future successors of the approved establishment.

5. Payment of Fees. The Applicant shall be responsible for payment of all applicable fees along with reimbursement for all City expenses 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.

6. 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.

7. 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.

8. Signs. All signs shall be maintained on the property in accordance with the Municipal Code and any adopted Sign Program in effect for the property.

9. Compliance with Building Codes. Tenant improvements shall be submitted for review, approved and permits issued, and shall comply with standards, regulations and requirements of current editions of the California Building Code, California Plumbing Code and California Mechanical Code, California Electrical Code, including any local amendments adopted by the City of Aliso Viejo.

10. Building Plans. The Applicant shall submit plans to the Building Department reflecting the change in floor plan uses. The Resolution, as approved by City Council shall be printed within the updated plan set.

11. Orange County Fire Authority. Prior to the issuance of necessary building permits, the Applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

    a. Prior to issuance of a building permit: Architectural (Service Codes PR200-PR285)

b. Prior to concealing interior construction:

i. Fire Alarm System (Service Code PR500-PR520), if modified, provided voluntarily, or required by code.

ii. Fire Sprinkler System (Service Codes PR430-PR455), if the building is currently sprinklered and the system requires modification

12. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

13. Hours of Operation. The hours of operation of the private education use shall be limited to Monday through Friday from 8:00 AM – 10:00 PM and Saturdays from 8:00 AM – 4:00 PM. The hours/days with weekend hours shall not to exceed 8 AM-6 PM to increase with demand. The days and hours may be further modified upon approval by the Community Development Director; however, in no event shall it exceed a 24-hour window.

14. Maximum Number of Students. The educational use, including classrooms and training areas, shall be limited to no more than 75 students onsite at one time. In the event there are multiple classes scheduled throughout the day, classes shall be spaced 30-minutes apart.

15. Training Area/Classrooms. As depicted on the plans submitted by the Applicant, the Project shall be limited to three training rooms, totaling 3,598 square feet.

16. Prohibition of Church Activities. The property at 145 Columbia shall not be used for any activities associated with the primary church operations located at 120, 140, and 150 Columbia, including but not limited to, worship services, group meetings, Bible studies, and ancillary church activities.

17. Alternative Parking Plan. In accordance with the terms of the approved alternative parking plan, Applicant shall ensure its ability to secure, at a minimum, 45 parking spaces in an offsite parking agreement. Failure to secure and maintain the necessary parking spaces, or if the Alternative Parking Plan is found to be inadequate, the Community Development Director may require a reduction in operations, the maximum number of students, or hours of operation at 145 Columbia to meet AVMC requirements or the tenant shall cease operations and the City may elect to begin revocation proceedings.

18. Parking Agreement, Early Termination. The parties may not terminate the agreement before its term expires, without the Community Development Director's express written approval. If any party to the parking agreement desires to terminate the

agreement, the party shall provide notice to the City 180 days prior to the requested date of termination. The Director may approve early termination of the agreement, if the property owner provides the City with a new parking agreement that meets the requirements of the CUP or a proposal to reduce onsite operations to a level that can be accommodated by the onsite parking requirements stated in the Aliso Viejo Municipal Code. If the owner fails to obtain a new parking agreement or reduce its operations to meet AVMC requirements by date the parking agreement is set to terminate, then the tenant shall cease operations prior to the expiration of the parking agreement and the City shall immediately begin revocation proceedings. The parking agreement must include this condition either by reference or by a substantially-conforming restatement.

19. Parking Agreement, Perpetuity. Assurance of the availability of the off-site parking spaces shall be provided by means of the parking agreement between all affected parking owners shall remain in effect for the duration of the use permit. If Applicant continues to operate an educational use at 145 Columbia beyond the term of the parking agreement and the required parking for the uses cannot be satisfied with the number of parking spaces onsite, the Applicant shall be required to provide a new offsite parking agreement prior that meets the requirements of the CUP or a proposal to reduce onsite operations to a level that can be accommodated by the onsite parking requirements stated in the Aliso Viejo Municipal Code. If the owner fails to obtain a new parking agreement or reduce its operations to meet AVMC requirements by date the parking agreement is set to terminate, then the tenant shall cease operations prior to the expiration of the parking agreement and the City shall immediately begin revocation proceedings.

20. Parking Agreement, Modifications. This Agreement shall not be amended or modified, if such amendment or modification would materially affect the parking rights of the parties hereto, without first obtaining the written approval of the Community Development Director and City Attorney of the City of Aliso Viejo.

21. Parking Agreement, Recordation. The parking agreement shall be signed and recorded with the County Clerk Recorder within five days after approval of the alternative parking plan.

22. Crosswalk Installation. Prior to commencement of educational use operations, the Applicant shall install one (1) white ‘ladder’ type or ‘continental’ type crosswalk along the east side of Columbia to connect the pedestrian route between 145 Columbia and Columbia Corporate Center (100, 120, 140, and 150 Columbia) and all required signage to the satisfaction of the Director of Public Works. The Applicant shall be required to obtain all necessary permits for the installation of the crosswalk and responsible for all future costs associated with the maintenance of the crosswalk.

23. Pedestrian Route. The pedestrian route shall be well-lit and provide for a secure and safe passage for students to the satisfaction of the Community Development Director

and Crime Prevention Specialist. Students shall be instructed to safely utilize existing sidewalks and crosswalks and avoid crossing Columbia mid-block.

24. Communications with Students. The Applicant shall communicate the availability of off-site parking and pedestrian paths of travel with its students. Midblock crossings should be highly discouraged. If necessary, a designated staff member assist in implementing and promoting the parking Management strategies. The designated offsite parking area for 145 Columbia should be posted in a conspicuous location within the building so it is visible to all students.

25. Communications with Neighbors. The Applicant communicate the parking management strategies with the tenants surrounding the offsite parking area. The City will defer to all communications to the Applicant to resolve potential parking conflicts if they should occur.

26. Adverse Impacts. In the event of adverse impacts on the health, safety or welfare of the neighborhood or public, or receipt of substantiated complaints directly related to the Applicant's operations and/or alternative parking plan, the Community Dire 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 improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include but not be limited to the restriction of operations that may include but not be limited to hours of the training program and class size.

27. Crime Prevention Through Environmental Design. The Project shall be subject to the requirements of Title 15 Zoning Code, Appendix A Crime Prevention Through Environmental Design ("CPTED"). Based on the City Crime Prevention Specialist shall review and inspection of the Project, the Applicant shall make the required improvements and submit the necessary documentation showing compliance to the satisfaction of the Crime Prevention Specialist.

28. Cameras. Security cameras shall be installed per the satisfaction of the Director of Police Services. The security camera footage shall be kept for at least 30 days and available to the Orange County Sheriff Department (OCSD) within 24 hours if such usage is necessary.

September 1, 2020

Jennifer Lowe
City of Aliso Viejo
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RE: 145 Columbia Conditional Use Permit Application

Project Description

The following is a detailed description of a proposed tenant improvement to the existing building located at 145 Columbia, Aliso Viejo, California.

Property Usage

The existing occupancy (to be vacated) is primarily office with a small amount of warehouse for shipping and receiving. Compass Bible Church (CBC) plans to re-locate all their administrative offices into this building. They will also utilize ±3,600 SF (3 classrooms) of training space for private Christian education.

Most of the planned improvements to 145 Columbia will be interior tenant improvements. The only exterior improvements will be minor façade treatments. No changes to the overall building footprint or square footage are proposed.

Parking

Parking requirements for Office uses (general and professional), Storage and Schools (private without outdoor facilities, such as business, vocational and professional) as defined in the City of Aliso Viejo Zoning code are as follows:

1 space per 250 sq/ft GFA (Office)
1 space per 1000 sq/ft GFA (Storage)
1 space per every 1.5 students (Schools)

Parking required:	22,204 sf/250 (Office) =	89 parking spaces
	1,156 sf/1000 (Storage) =	1 parking space
	75 Students /1.5 students (School) =	50 parking spaces
Total required:		**140 parking spaces**

On-site parking provided:	95 parking spaces
Off-site parking provided at Columbia Corp. Center:	50 parking spaces
Total proposed:	**145 parking spaces**

Detailed tabulations are shown on the plans. Administrative offices for Compass Bible Church are currently located at 140 Columbia and are proposed to be relocated to 145 Columbia. 50 parking stalls currently allocated for administrative offices at 140 Columbia will be utilized by 145

Columbia. Administrative office use at 145 Columbia will not overlap with weekend services at Compass Bible Church. The site plan indicates that safe pedestrian access from all existing parking stalls to the building entrances is provided.

Independent Administrative Office (first and second floor)

All churches have a need for administrative office space to conduct the operations / business aspect of their program. It is typically located on the same campus or near the church for convenience but not ancillary to the "House of Worship" function of the church. The off-site office facility is not used for any worship service or congregational meetings.
For example, the administrative offices of Compass Bible Church at this location oversee the ministry activities of multiple campuses including Compass H.B., Compass Boise, Compass Guatemala, and Compass Tustin.
The administrative office facility is not used for evening or weekend services
Typical hours of use are 8AM – 5PM, M - F

Spaces and activity examples include the following typical office functions:

1. Pastor offices for preparation of sermons to be given at a later time in the main church. These include pastors and directors overseeing all ministries - men's, women's, children, youth, etc.
2. Pastor's / director's assistant staff offices for documentation and communication of team efforts.
3. Conference rooms to strategize various church activities and ministry concepts.
4. Finance offices for business functions such as setting budgets, analyzing financial statements, accounts payable, payroll, retirement plans and insurance.
5. Marketing group offices to plan for and prepare church growth documentation.
6. Lunch rooms / lounge areas for staff breaks.
7. Training rooms to train and prepare church staff to perform church related ministry.
8. Copy and printing work rooms to prepare materials for distribution.
9. Storage rooms to hold a myriad of materials used to facilitate activities at church campuses.

Training Rooms (first floor only)

Compass is planning to implement a Biblically based training program for current and future pastors, missionaries and ministry staff. This program will be open for enrollment to individuals that will be trained to do ministry at any like-minded church in the U.S. and other countries. It is likely that after completing their training, individuals will move on to serve full time as missionaries or pastors.

Examples of class curriculum will include but not be limited to:

1. Setting ministry budgets
2. Officiating / Preaching at a wedding or funeral
3. Dealing with facility needs / growth
4. Effectively reaching out to your local community
5. Key elements of general theological doctrine

Schedule
The following schedule is part of the application:
1. Administrative office M – F / 8am - 5pm
2. Training Center M – F / 8am - 10pm, Sat / 8am – 4pm

Surrounding Uses
The subject building is surrounded by commercial office and light industrial uses consistent with the zoning.

This site is not located within a hazardous waste and substance site pursuant to section 65962.5 of the government code.

Required findings for Site Development Permit

1. *Consistency with General Plan. The project is consistent with the general plan and any applicable specific plan.* The proposed scope of work will not alter the current use and is consistent with the current General Plan and Specific Plan.

2. *Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and is consistent with this code and any applicable specific plan.* The proposed scope of work will not alter the current land use and shall continue to comply with the permitted use provisions and development standards of the current Zoning Code.

3. *Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.* The proposed scope of work shall be in compliance with the requirements of the California Environmental Quality Act. The project will not result in or have the potential to result in:

- the harm, harassment, or take of any fish and/or wildlife species
- the direct or indirect destruction, ground disturbance, or other modification of any habitat that may support fish and/or wildlife species
- the removal of vegetation with potential to support wildlife
- noise, vibration, dust, light, pollution, or an alteration in water quality that may affect fish and/or wildlife directly or from a distance
- any interference with the movement of any fish and/or wildlife species

4. *Architectural Design. The architectural design of the project, including but not limited to the architectural style, scale, building mass, materials, colors, architectural details, and roof style, is compatible with surrounding development.* The proposed scope of work will be an interior tenant improvement project with minor exterior improvements. Changes to the existing architectural style, scale, building mass, materials, or roof style are not anticipated. Changes to the exterior building color and minor architectural detail changes to the entry tower will be made and will be compatible with the surrounding development.

5. Site Design. *The site design of the project, including but not limited to project entries, interior circulation, pedestrian and bicycle access, pedestrian amenities, screening of equipment and trash enclosures, exterior lighting, and other site design elements, is compatible with surrounding development.* The proposed scope of work will be an interior tenant improvement project with minor exterior improvements. Changes to the site design of the project, including but not limited to project entries, interior circulation, pedestrian and bicycle access, screening of equipment and trash enclosures, exterior lighting, and other site design elements are not anticipated.

6. Landscape Design. *Project landscaping, including but not limited to the location, type, size, color, texture, and coverage of plant materials, has been designed so as to provide visual relief, complement buildings, visually emphasize prominent design elements and vistas, screen undesirable views, provide a harmonious transition between adjacent land uses and between development and open space, and provide an overall unifying influence to enhance the visual continuity of the project.* The existing project landscaping is expected to remain and provide visual relief, complement buildings, visually emphasize prominent design elements and vistas, screen undesirable views, provide a harmonious transition between adjacent land uses and between development and open space, and provide an overall unifying influence to enhance the visual continuity of the project.

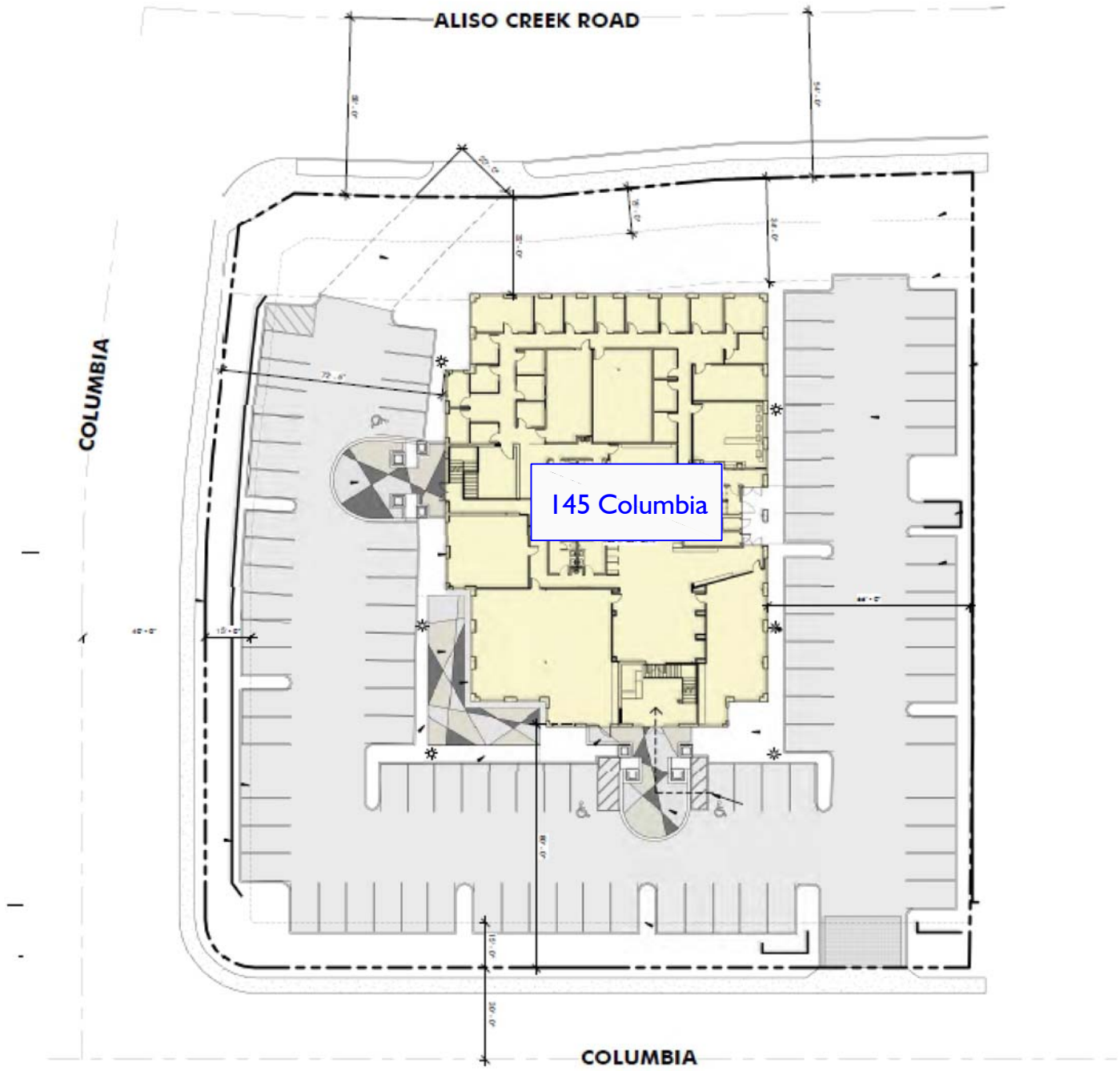
Required findings for Conditional Use Permit

1. *Consistency with General Plan. The land use is consistent with the general plan and any applicable specific plan.* The proposed scope of work is located within a Business Park (BP) land use designation. Community facilities, such as churches, are a permitted use in BP land use areas. The additional scope of work requested by CBC provides additional options for Aliso Viejo residents of all ages to receive religious educational opportunities.

2. *Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.* The proposed scope of work will not alter the current land use and shall continue to comply with the permitted use provisions and development standards of the current Zoning Code. The proposed scope of work is located within a Business Park (BP) zoning district, which permits interior training areas with a conditional use permit. Currently, CBC operates under Conditional Use Permits UPAV06-01 and UPAV06-10.

3. *Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.* The proposed scope of work will be an interior tenant improvement project. The environmental impacts of the Project, if any, will be at a level of insignificance pursuant to the requirements of the California Environmental Quality Act.

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.* The proposed scope of work will be an interior tenant improvement project. 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 are not anticipated.


ALISO CREEK ROAD
COLUMBIA
145 Columbia
COLUMBIA

July 11, 2019

Mr. Rick Talcott
Compass Bible Church
140 Columbia
Aliso Viejo, CA 92656

Subject: 145 Columbia Parking Study, City of Aliso Viejo

Dear Mr. Talcott:

Introduction

RK ENGINEERING GROUP, INC. (RK) is pleased to provide this parking analysis for the 145 Columbia building located in the City of Aliso Viejo. The 2-story general office building consists of approximately 26,958 square feet and has approximately 95 dedicated parking spaces.

A location map is provided in Exhibit A and a Site Plan is provided in Exhibit B.

Compass Bible Church (CBC) is proposing to move their administrative offices from 140 Columbia to 145 Columbia. In addition, private Christian educational classrooms will also be available at 145 Columbia. It should be noted that religious assembly use is not being proposed at this location. A breakdown of the proposed land uses at 145 Columbia is identified below:

City of Aliso Viejo Parking Requirements

Tenant	Size[2]		Hours of Operation	Land Use	Percent of Gross Floor Area	Parking Code[1]	Number of Spaces Required
Compass Bible Church General Office Use	22,204	S.F.	Mon-Fri 8AM-5PM	General Office	82%	1 space for each 250 gfa	89
	1,156	S.F.	--	Storage	4%	1 space for each 1000 gfa	1
	3,598 (75 Sudents)	S.F.	Mon-Fri 8AM-5PM Sat 8AM-4PM	School	13%	1 space for every 1.5 Students	50
Project Totals	**26,958**				**100%**		**140**
Total Number Parking Spaces Provided On-Site							**95**
Number of Parking Spaces Deficient Per Municipal Code							**-45**
Percent of Parking Spaces Deficient Per Municipal Code							**-32.13%**

Based on the City of Aliso Viejo's Nonresidential Parking Requirements (15.38.040), 145 Columbia requires a total of 140 parking spaces. Since the site provides 95 onsite parking spaces, the project is deficient per code by 45 parking spaces (32%). In order to provide sufficient parking for the project, 45 parking spaces will need to be available offsite during weekday conditions.

Since the general office use is not in operation on weekends, student parking (50 required parking spaces) can be accommodated onsite during Saturdays at 145 Columbia.

Due to the onsite deficiency of code parking at 145 Columbia, an additional 45 parking spaces will need to be provided offsite at 140 and 150 Columbia located directly across the street from 145 Columbia during weekdays. It should be noted that Compass Bible Church currently occupies both of these buildings and they will not be in use during the administrative operating hours of 145 Columbia.

As previously mentioned, 140 Columbia (12,484 square feet) will relocate its administrative office to 145 Columbia. Based on the City of Aliso Viejo Municipal Parking Code, 12,484 square feet of general office use (1 space per 250 square feet of gross floor area) requires a total of 50 parking spaces. Since the use will be relocated, 50 parking spaces will be deducted from the observed parking counts in the parking lots located near Compass Bible Church Buildings 140 and 150.

Therefore when taking into account the parking code deficiency of 45 parking spaces at 145 Columbia and the 50 parking spaces that will be deducted from the parking area located near Buildings 140 and 150, the net difference in parking spaces is 5 less spaces.

It should be noted that 140 Columbia will not be in operation during weekdays when 145 Columbia is occupied. As a result, 140 Columbia will not generate a parking demand during weekdays when 145 Columbia is in operation. See Table 2 for details.

Table 1 and Table 2 include the parking requirements based on the City of Aliso Viejo Municipal Parking Code for all uses/tenants within the study area.

Appendix A includes the City of Aliso Viejo Parking Requirements for Nonresidential Uses.

Parking & Traffic Review Scope of Work & Objectives:

In order to confirm the scope of work for the analysis, RK contacted the City of Aliso Viejo (Ms. Jennifer Lowe, Senior Planner) prior to initiating the work effort. Based on feedback provided by the City, the following objectives have been determined and are included in this report.

The primary objective of this traffic and parking analysis is to demonstrate that adequate parking can be provided during all hours of operation at 145 Columbia. The analysis will be utilized to determine if overflow parking (45 parking spaces) from 145 Columbia can be accommodated at 140 and 150 Columbia during all of the hours of operation. Furthermore, a parking management plan with a pedestrian route will also be included in this review. It should be noted that 140 Columbia will not be in operation during weekdays when 145 Columbia is occupied.

In order to determine the adequacy of parking, RK obtained typical consecutive weekday (Monday thru Friday) parking demand surveys from 7:00 AM to 10:00 PM and Saturday from 8:00 AM thru 4:00 PM. The study area includes buildings 100-150 Columbia (inner circle of Columbia). It should be noted that there were no tenant vacancies at the time of the parking surveys.

In addition, peak hour turning movement counts were collected at the adjacent project intersection of Columbia at Columbia and 24 Hour ADT (Average Daily Traffic) counts were collected on both adjacent roadways (Columbia). The traffic data will be utilized to determine if a crosswalk located at the intersection would provide adequate pedestrian access for visitors parking at 140 and 150 Columbia and walking to and from building 145.

Observed Parking Surveys (Weekday & Saturday)

In order to determine if the overflow parking (45 parking spaces) can be accommodated, an observed parking survey was obtained during six (6) consecutive days. All of the proposed hours of operation at 145 Columbia were surveyed for a period of one (1) week.

- Weekdays: Monday, March 18, 2019 through Friday, March 22, 2019 from 7:00 AM to 10:00 PM at one hour intervals.

- Saturday: March 23, 2019 from 8:00 AM to 4:00 PM at one hour intervals.

As a result, a total of 6 consecutive days (83 hours) of parking surveys were completed in order to determine the parking demand for the study area. The parking surveys were conducted by an independent third party (Counts Unlimited, Inc.,) and were obtained during typical operations within the study area.

Representatives from Counts Unlimited Inc. utilized Parking Zones A-E within the study area to determine the hourly parking demand for each zone. During the time of the parking survey, the number of parked vehicles was counted in each of the parking zones.

Observed Parking Survey Study Area (Exhibit C)

The primary parking study area is bound by Columbia and consists of buildings 100 – 150 Columbia. Compass Bible Church occupies 140 and 150 Columbia. A mix of general office and commercial tenants occupy the remainder of the study area. All of the parking spaces within the study area Zone A, B, C and D are shared globally by all tenants. There are a total of 359 parking spaces available within Zones A-D. There were no tenant vacancies during the time of the parking surveys.

Since the overflow parking area has been designated at Zone A and B (Compass Bible Church buildings 140 and 150 Columbia), the observed parking analysis will determine if overflow parking can be accommodated within these two zones during weekday conditions. Parking Zones A and B have a total of 138 parking spaces. Since the general office use is not in operation on weekends, student parking (50 required parking spaces) can be accommodated onsite during Saturdays at 145 Columbia.

For informational purposes, the remainder of the study area (Zone C and D) was counted to determine the parking demand in these areas as well. Parking Zones C and D have a total of 221 parking spaces. Overflow parking from 145 Columbia is not expected to park in Zones C and D.

In addition, 125 Columbia (Parking Zone E) consisting of 82 parking spaces was also included in the parking survey. A RPA (Reciprocal Parking Agreement) that was recorded in 2010 between Compass Bible Church and "Accuride" grants parking rights to Compass Bible Church for up to 65 vehicles on Thursday evenings after 5:00 PM; allows a total of 82 vehicles to park on Saturdays after 12:00 PM; and allows a total of 82 vehicles to park all day on Sundays. Furthermore, 125 Columbia has parking rights for up to 40 parking spaces at 140 Columbia on Wednesday evenings after 5:00 PM. The parking surveys obtained in this report, include parking demands at both of these locations during the time frames mentioned in the RPA. Therefore it reflects the parking demands memorialized in the RPA. Overflow parking from 145 Columbia will not utilize the parking area at 125 Columbia.

Based on the parking demand surveys collected at 125 Columbia (Zone E) for a typical Thursday after 5:00 PM and a typical Saturday from 8:00 AM - 4:00 PM, Compass Bible Church Campus has a sufficient amount of parking available if the parking lot located at 125 Columbia was no longer available.

- Table 6: The Thursday peak demand at Zone E occurred at 5:00 PM when a total of 16 vehicles were parked on site. At this time the entire campus has a total of 276 parking spaces available.

- Table 7: The Saturday peak demand at Zone E occurred at 11:00 AM and 1:00 PM to 2:00 PM when a total of 11 vehicles were parked on site. At this time the entire campus has a total of 383 parking spaces available.

- Therefore, if the RPA expired, Compass Bible Church Campus would still have a sufficient number of parking spaces available to accommodate the project.

The RPA (Reciprocal Parking Agreement) is included in Appendix B.

The raw data of the observed parking counts are provided in Appendix C.

Peak Weekday Observed Parking Demand Results (Tables 3-7 & 9)

Overflow Parking Area (Zones A & B):
Based on 5 consecutive days of weekday parking surveys, and taking into account the 50 parking spaces (parking requirement for administrative use) that will be relocated at 145 Columbia and including the overflow of 45 code required parking spaces from 145 Columbia, the overall peak weekday parking demand occurred on Wednesday, March 20th at 10:00 AM when a total of 115 vehicles were parked. The parking zones provide a total of 138 parking spaces. As a result, a total of 23 parking spaces are available during peak weekday parking demand times.

Therefore, based on the peak parking demand survey during typical weekday conditions, overflow parking from 145 Columbia can be accommodated.

Parking Zones C, D, & E
The peak weekday parking demand for the remainder of the study area occurred on Wednesday March, 20th when a total of 188 vehicles were parked. The parking area has a total of 221 parking spaces. As a result, a total of 33 parking spaces are available during peak weekday parking demand times.

As previously noted, overflow parking from 145 Columbia will not utilize the parking areas located in Zones C, D & E.

Saturday (Non-Overflow Day) Observed Peak Parking Demand (Tables 8 & 9)

All Parking Area (Zones A, B, C, D, & E)
The Saturday peak parking demand occurred on Saturday March, 23 from 3:00 PM to 4:00 PM when a total of 72 vehicles were parked within the study area. As a result, a total of 287 parking spaces are available during peak Saturday parking demand times.

It should be noted that Saturday represents a non-overflow parking day for 145 Columbia. During this time, the general office use is not in operation. The educational use (3 Classrooms with 75 students) which requires a total of 50 parking spaces will be in operation. Building 145 Columbia provides a total of 95 parking spaces. As a result, the project has a sufficient amount of parking onsite during Saturday operations to accommodate all of the parking demands for 145 Columbia. The Saturday information is provided for informational purposes only.

Traffic Data Collection & Analysis (Exhibit D)

Columbia is classified as a Collector (2 Lanes Undivided) and has a curb to curb width of approximately 40'. Sidewalks and street lights are provided along the roadway. Columbia primarily serves general office and light industrial uses in the area.

Photos of the intersection are provided in Appendix D.

24-Hour ADT (Average Daily Traffic) Counts

RK obtained two 24-Hour ADT counts at both roadway segments (Columbia and Columbia) located adjacent to the proposed off-site parking area.

The 24-Hour ADT volume for (East) Columbia is 1,915 vehicles in 24 hours.
The 24-Hour ADT volume for (North) Columbia is 5,613 vehicles in 24 hours.

The traffic volumes are consistent with collector roadways. It is likely that (North) Columbia (which has a higher traffic volume) serves as a cut-through roadway for motorists.

The ADT and LOS raw traffic data sheets are provided in Appendix E.

Existing Peak Hour Turning Movement Counts (Columbia at Columbia):

RK collected weekday AM/PM peak hour turning movement counts at the intersection of Columbia at Columbia in order to determine the existing level of service at the project.

The study area intersection has been analyzed using the unsignalized intersection methodology of the Highway Capacity Manual. For this intersection, the calculation of level of service is dependent on the occurrence of gaps occurring in the traffic flow of the main street. Using data collected describing the intersection configuration and traffic volumes at this location; the level of service has been calculated. It is typical to determine level of service for unsignalized intersections based on the worst individual movement or movements sharing a single lane. The levels of service defined for the unsignalized intersection methodology[1] is as follows:

[1] Source: HCM (Highway Capacity Manual)

LOS	Average Control Delay Per Vehicle (Seconds)
	Unsignalized
A	0.00 - 10.00
B	10.01 - 15.00
C	15.01 - 25.00
D	25.01 - 35.00
E	35.01 - 50.00
F	>50.01

Based on the HCM calculations, the intersection of Columbia at Columbia is currently operating at an acceptable LOS (LOS C or better) during both AM and PM peak hour conditions.

The AM LOS was calculated at B (13.6 second delay)
The PM LOS was calculated at B (11.6 second delay)

Based on a review of the ADT traffic volumes and the AM/PM weekday peak hour traffic volumes, a pedestrian crosswalk can be implemented at the intersection.

Parking Management Plan Recommendations (Exhibit E-1 & E-2)

In order to efficiently maximize the parking conditions in the offsite parking area (Zone A and B) and ensure that there is sufficient parking that does not negatively encroach on adjacent businesses; RK would recommend implementing the following recommendations:

1. Based on the City of Aliso Viejo's Nonresidential Parking Requirements (15.38.040), the proposed uses (general office, storage and classroom) at 145 Columbia require a total of 140 parking spaces. Since the site provides 95 onsite parking spaces, the project is deficient per code by 45 parking spaces (32%). In order to provide sufficient parking for the project, 45 parking spaces will need to be available offsite during weekday conditions at Zones A and B (parking lots near 140 and 150 Columbia.

2. A total of three (3) classrooms and 75 students will be in operation at 145 Columbia on weekdays from 8:00 AM to 10:00 PM and Saturdays from 8:00 AM to 4:00 PM. The parking code requirements (1 space per 1.5 students) are equal to 50 parking spaces. During weekday operations, Students are encouraged to park within Zones A and B located adjacent to 145 Columbia and utilize the pedestrian route identified in Exhibit E. Students will be provided with a PDF that outlines the designated offsite parking area. Due to the fact that the administrative use is not in operation on Saturdays, students will be able to park onsite at 145 Columbia.

3. The pedestrian route shall be well-lit and provide for a secure and safe passage for students. Students will be instructed to safely utilize existing sidewalks and crosswalks and avoid crossing Columbia mid-block.

4. Install one (1) white 'ladder' type or 'continental' type crosswalk along the east side of Columbia to connect the pedestrian route from Zones A and B to 145 Columbia.

    a. The crosswalk will allow for pedestrian access to and from 145 Columbia. (See Exhibit D for crosswalk details and Appendix E for 'ladder' type or 'continental' type crosswalk defined by CalTrans pavement marking crosswalks)

    b. Install pedestrian crossing signs with arrow (W11-2 & W16-7P) and ahead plaques (W16-9P) up to 100 feet at the beginning of the proposed pedestrian crosswalk approach. (See Exhibit E)

    c. Keep all objects and vegetation below a height of 36" within the Limited Use Area to improve intersection sight distance.

d. All aspects of sidewalk access treatment (concrete, truncated domes, slopes) should be updated to current ADA specifications at each end of the new crosswalk.

e. Install an R9-3 (No Pedestrian Crossing) sign at the driveway located at 145 Columbia and the driveway located between 140 and 150 Columbia to avoid pedestrians from crossing mid-block.

f. All crosswalk signs should have Prismatic Reflective sheeting.

g. The pedestrian route should be well lit and provide a clear path to and from both parking areas.

5. In order to promote bicycle riding and reduce parking demand, Compass Bible Church may consider adding secure bicycle racks to provide bicycle parking for the students that choose to commute via bike.

6. In order to have a successful Parking Management Plan, Compass Bible Church shall communicate and share the recommendations in this report with the students. A designated team member can be assigned as the ETC (Employee Transportation Coordinator) to assist in implementing and promoting the Parking Management Strategies. The designated offsite parking area for 145 Columbia should be posted in a conspicuous location within the building so it is visible to all students.

7. Compass Bible Church should communicate the Parking Management Strategies with the tenants surrounding the offsite parking area. Establishing a good line of communication with other tenants in the business park, as it relates to parking, will provide for an easy transition and a forum to resolve potential parking conflicts if they should occur.

8. The Parking demand and pedestrian route should be monitored after 90 days of occupying 145 Columbia. A two hour observed parking study during hours of operation should be completed to ensure parking is adequate and not impacting adjacent tenants. Furthermore, the pedestrian route should be reviewed to ensure the crosswalk is being utilized by students.

Conclusion

Based on six (6) consecutive days of parking surveys which include over 83 hours of observed parking demand counts, overflow parking from 145 Columbia can be accommodated within Zones A and B (140 and 150 Columbia). Furthermore, it is important to note that 140 Columbia (12,484 square feet) will relocate its administrative offices to 145 Columbia. It should be noted that 140 Columbia will not be in operation during weekdays when 145 Columbia is occupied. Since the use will be relocated, the parking requirement of 50 parking spaces will be reduced from the parking surrounding buildings 140 and 150. As a result, the offsite parking area will have a net difference of 5 less parking spaces per the City of Aliso Viejo's Municipal Parking Code when taking into account the overflow parking requirements for 145 Columbia (45 parking spaces).

This analysis also includes recommendations to provide adequate pedestrian access to and from the offsite parking lot via the use of existing sidewalks and the proposed crosswalk located at the intersection of Columbia and Columbia.

If you have any questions regarding this review or need further clarification, please contact us at (949) 474-0809.

Sincerely,
RK ENGINEERING GROUP, INC.

Rogier Goedecke
President

Attachments
RG:sl/rk15215.doc
JN:2808-2019-01

Exhibits

Exhibit A

Location Map



Legend:

- = Project Site
- = CBC Administrative and Training Center

N

Site Plan



Parking Zones

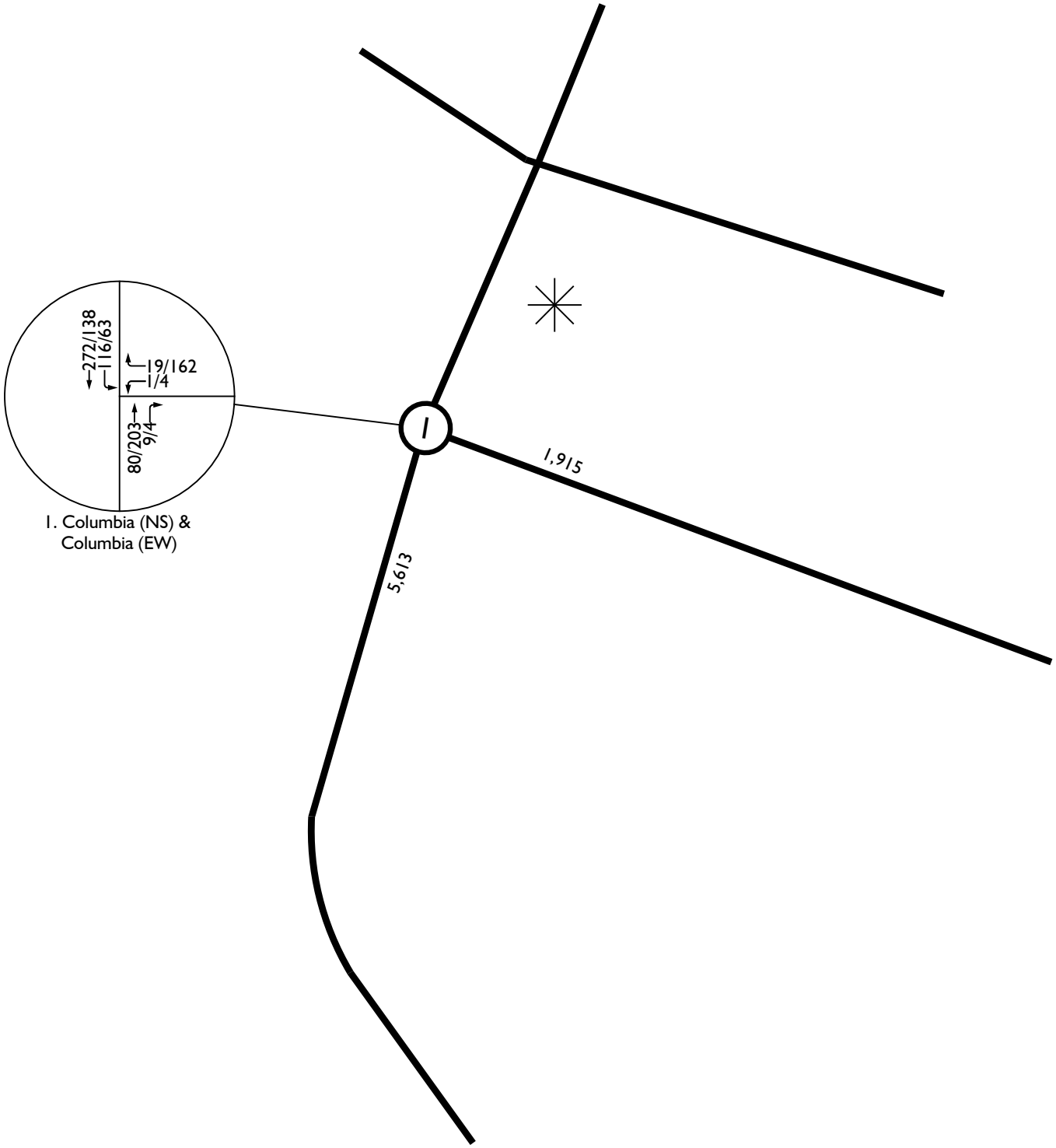


Legend:

- = Study Site
- ✳ = CBC Administrative and Training Center
- 96 = Total Number of Parking Spaces

N

Existing Volumes



1. Columbia (NS) & Columbia (EW)

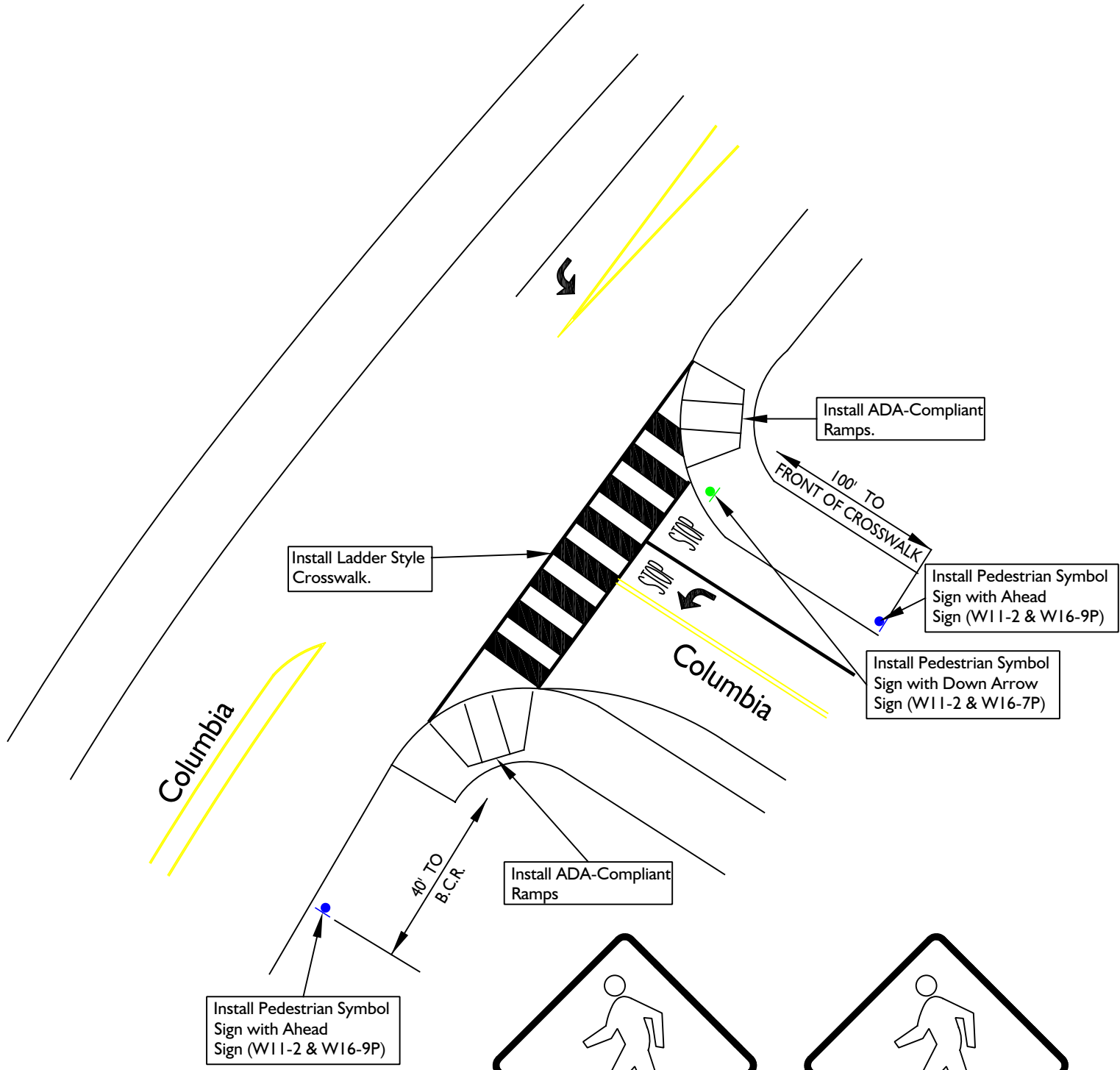
Legend:

✳ = Project Site

1000 = Average Daily Traffic

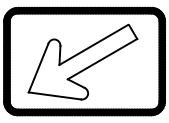
N

Crosswalk Detail (Columbia (NS) at Columbia (EW))



Notice:

1. The exhibit is not to scale and all changes made are for conceptual purposes only and not meant for construction.





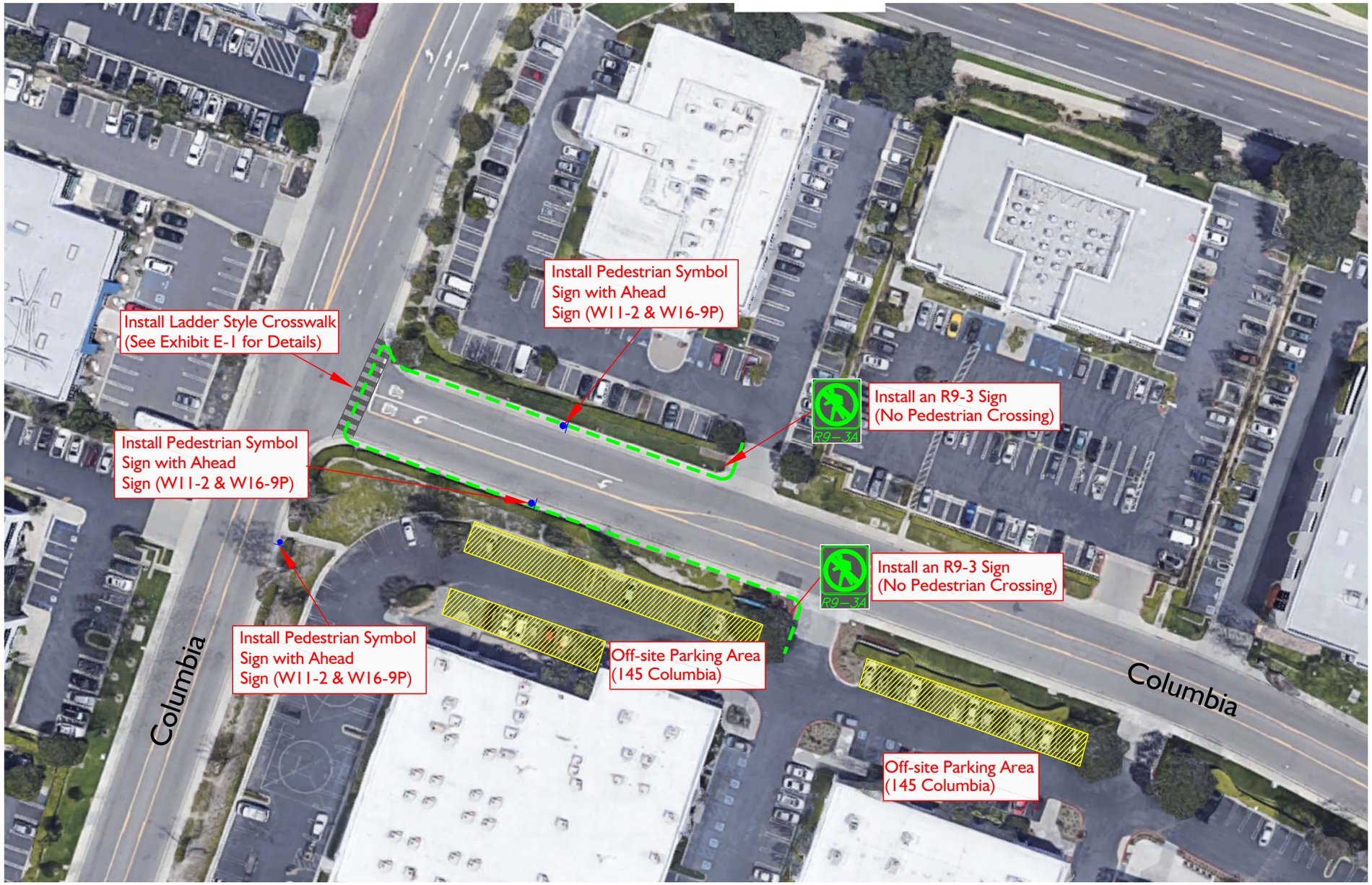
W16-9P

Legend:

- = Pedestrian Sign (W11-2 & W16-7P)
- = Pedestrian Advisory Sign (W11-2 & W16-9P)

N

Recommendations



Legend:

- = Pedestrian Route Option
- = Pedestrian Advisory Sign (W11-2 & W16-9P)

N

Notice:

1. The exhibit is not to scale and all changes made are for conceptual purposes only and not meant for construction.

Tables

Table 1
145 Columbia Parking Analysis Compass Bible Church Parking Requirements
City of Aliso Viejo Municipal Parking Code (15.38.040 Spaces Required for Nonresidential Uses) [1]

Tenant	Size[2]		Hours of Operation	Land Use	Percent of Gross Floor Area	Parking Code[1]	Number of Spaces Required
Compass Bible Church General Office Use	22,204	S.F.	Mon-Fri 8AM-5PM	General Office	82%	1 space for each 250 gfa	89
	1,156	S.F.	--	Storage	4%	1 space for each 1000 gfa	1
	3,598 (75 Sudents)	S.F.	Mon-Fri 8AM-5PM Sat 8AM-4PM	School	13%	1 space for every 1.5 Students	50
Project Totals	**26,958**				**100%**		**140**
Total Number Parking Spaces Provided On-Site							**95**
Number of Parking Spaces Deficient Per Municipal Code							**-45**
Percent of Parking Spaces Deficient Per Municipal Code							**-32.13%**

[1] Parking rates obtained from City of Aliso Viejo Municipal Parking Code Section 15.38.040 - Spaces Required for Nonresidential Uses

[2] S.F. Square Feet

Table 2
100 - 150 Columbia Monday thru Friday Parking Requirements
City of Aliso Viejo Municipal Parking Code (15.38.040 Off Street Parking Spaces Required)[1]

Address	Suite	Tenant	Hours of Operation	S.F.[2]	Land Use	Percent of Gross Floor Area	Parking Code[1]	Number of Spaces Required
100 Columbia		RX Sight[4]	Mon-Fri 8AM-5PM	19,377	General Office	33%	1 space for each 250 gfa	**129**
				2,632	Warehouse		1 space for each 1,000 gfa	
				19,105	Laboratory		1 space per 400 gfa	
120 Columbia	100 & 150	Compass Bible Church[3]	Mon-Fri Sat 5PM-8PM Sun 9AM-1PM	11,900	Various Operations	9%	Ministry Programs	32
	200	Ortho Align	Mon-Fri 8AM-5PM	4,978	General Office	4%	1 space for each 250 gfa	20
	300 & 400	AACN	Mon-Fri 8AM-5PM	6,392	General Office	5%	1 space for each 250 gfa	26
	500	Ortho Align	Mon-Fri 8AM-5PM	6,791	General Office	5%	1 space for each 250 gfa	27
	600	Compass Bible Church[3]	Mon-Fri Sat 5PM-8PM Sun 9AM-1PM	10,449	Various Operations	8%	Ministry Programs	29
140 Columbia		Compass Bible Church[3]	Mon-Fri Sat 5PM-8PM Sun 9AM-1PM	12,484	Existing General Office Use will Relocate to 145 Columbia	10%	Ministry Programs	3
150 Columbia		Compass Bible Church[3]	Mon-Fri Sat 5PM-8PM Sun 9AM-1PM	31,645	Various Operations	25%	Ministry Programs	90
Total Required Parking				**125,753**		**100%**		**356**
Total Number Parking Spaces Provided On-Site								**359**
Number of Parking Spaces in Excess of Municipal Code								**3**
Percent of Parking Spaces in Excess Per Municipal Code								**1%**

[1] Parking rates obtained from City of Riverside Municipal Parking Code Section 19.580.060 - Off Street Parking Spaces

[2] S.F. Square Feet

[3] Compass Bible Church (CBC) has weekday ministry programs that tend fluctuate from building to building. The parking numbers provided consist of the maximum parking demands expected during weekday conditions by visitors and staff of CBC.

[4] After the observed parking counts were completed, RX Sight converted existing building square feet to include 19,105 square feet of laboratory use. As a result, the parking requirements for RX Sight increased by 15 parking spaces. (Existing = 17,675 s.f. of general office, 10,599 s.f. of warehouse and 12,871 s.f. of manufacturing = 114 parking spaces.) (Conversion =19,377 s.f. general office, 19,105 s.q. laboratory, and 2,632 of warehouse = 129 parking spaces)

Table 3
Observed Parking Survey Results[1]
Monday, March 18, 2019

	Overflow Parking Area[2]					
Time	**Zone A (150 Columbia)**	**Zone B (140 Columbia)**	**Subtotal Parking Demand (Zone A & B)**	**Subtract Parking Requirement Difference[3]**	**Total Parking Demand w/ Overflow**	**Total Number of Parking Spaces Available (Zones A & B) w/ Overflow**
# of Parking Spaces (Inventory)	**96**	**42**	**138**			
7:00 AM	6	3	9		9	129
8:00 AM	8	6	14	-5	9	129
9:00 AM	12	13	25	-5	20	118
10:00 AM	14	19	33	-5	28	110
11:00 AM[4]	**10**	**24**	**34**	**-5**	**29**	**109**
12:00 PM	10	12	22	-5	17	121
1:00 PM	4	20	24	-5	19	119
2:00 PM	10	9	19	-5	14	124
3:00 PM	10	14	24	-5	19	119
4:00 PM	9	11	20	-5	15	123
5:00 PM	7	11	18	-5	13	125
6:00 PM	5	7	12		12	126
7:00 PM	4	10	14		14	124
8:00 PM	4	19	23		23	115
9:00 PM	4	6	10		10	128
10:00 PM	5	3	8		8	130

Time	**Zone C**		**Zone D**	**Total Parking Demand (Zones C & D)**	**Total Number of Parking Spaces Available (Zones C & D)**
# of Parking Spaces (Inventory)	**118**	**Add RX Sight Parking Requirement Change[5]**	**103**	**221**	
7:00 AM	23	15	9	47	174
8:00 AM	35	15	35	85	136
9:00 AM	**88**	**15**	**52**	**155**	**66**
10:00 AM	77	15	57	149	72
11:00 AM	79	15	60	154	67
12:00 PM	67	15	56	138	83
1:00 PM	69	15	45	129	92
2:00 PM	77	15	34	126	95
3:00 PM	72	15	54	141	80
4:00 PM	65	15	49	129	92
5:00 PM	49	15	34	98	123
6:00 PM	22	15	14	51	170
7:00 PM	6	15	17	38	183
8:00 PM	5	15	19	39	182
9:00 PM	4	15	9	28	193
10:00 PM	5	15	1	21	200

[1] Observed parking counts were obtained during typical conditions and straddle the proposed hours of operation at 145 Columbia.
[2] The overflow parking area for 145 Columbia is located at 140 and 150 Columbia (Zone A & B).

[3] 140 Columbia (12,484 square feet) will relocate its administrative office to 145 Columbia. Based on the City of Aliso Viejo Municipal Parking Code, 12,484 square feet of general office use (1 space per 250 square feet of gross floor area) requires a total of 50 parking spaces. Since the use will be relocated, 50 parking spaces will be deducted from the observed parking counts in the parking lots located near Compass Bible Church Buildings 140 and 150 during its operating hours (M-F 8AM - 5PM). Therefore when taking into account the parking code deficiency of 45 parking spaces at 145 Columbia and the 50 parking spaces that will be deducted from the parking area located near Buildings 140 and 150, the net difference in parking spaces is 5 less spaces.
[4] Peak Observed Parking Demand Time
[5] After the observed parking counts were completed, RX Sight converted existing building square feet to include 19,105 square feet of laboratory use. As a result, the parking requirements for RX Sight increased by 15 parking spaces. (Existing = 17,675 s.f. of general office, 10,599 s.f. of warehouse and 12,871 s.f. of manufacturing = 114 parking spaces.) (Conversion =19,377 s.f. general office, 19,105 s.q. laboratory, and 2,632 of warehouse = 129 parking spaces)

Table 4
Observed Parking Survey Results[1]
Tuesday, March 19, 2019

	Overflow Parking Area[2]					
Time	**Zone A (150 Columbia)**	**Zone B (140 Columbia)**	**Subtotal Parking Demand (Zone A & B)**	**Subtract Parking Requirement Difference[3]**	**Total Parking Demand w/ Overflow**	**Total Number of Parking Spaces Available (Zones A & B) w/ Overflow**
# of Parking Spaces (Inventory)	**96**	**42**	**138**			
7:00 AM	5	3	8		8	130
8:00 AM	10	9	19	-5	14	124
9:00 AM	22	24	46	-5	41	97
10:00 AM	51	40	91	-5	86	52
11:00 AM	53	36	89	-5	84	54
12:00 PM	24	32	56	-5	51	87
1:00 PM	17	31	48	-5	43	95
2:00 PM	18	32	50	-5	45	93
3:00 PM	15	27	42	-5	37	101
4:00 PM	13	26	39	-5	34	104
5:00 PM	9	25	34	-5	29	109
6:00 PM	30	33	63		63	75
7:00 PM[4]	**82**	**37**	**119**		**119**	**19**
8:00 PM	81	34	115		115	23
9:00 PM	6	7	13		13	125
10:00 PM	4	4	8		8	130

Time	**Zone C**		**Zone D**	**Total Parking Demand (Zones C & D)**	**Total Number of Parking Spaces Available (Zones C & D)**
# of Parking Spaces (Inventory)	**118**	**Add RX Sight Parking Requirement Change[5]**	**103**	**221**	
7:00 AM	17	15	5	37	184
8:00 AM	35	15	33	83	138
9:00 AM	65	15	76	156	65
10:00 AM	75	15	88	178	43
11:00 AM	**78**	**15**	**93**	**186**	**35**
12:00 PM	61	15	67	143	78
1:00 PM	73	15	56	144	77
2:00 PM	79	15	60	154	67
3:00 PM	68	15	62	145	76
4:00 PM	64	15	59	138	83
5:00 PM	48	15	45	108	113
6:00 PM	31	15	33	79	142
7:00 PM	41	15	45	101	120
8:00 PM	39	15	41	95	126
9:00 PM	9	15	12	36	185
10:00 PM	3	15	0	18	203

[1] Observed parking counts were obtained during typical conditions and straddle the proposed hours of operation at 145 Columbia.
[2] The overflow parking area for 145 Columbia is located at 140 and 150 Columbia (Zone A & B).

3 140 Columbia (12,484 square feet) will relocate its administrative office to 145 Columbia. Based on the City of Aliso Viejo Municipal Parking Code, 12,484 square feet of general office use (1 space per 250 square feet of gross floor area) requires a total of 50 parking spaces. Since the use will be relocated, 50 parking spaces will be deducted from the observed parking counts in the parking lots located near Compass Bible Church Buildings 140 and 150 during its operating hours (M-F 8AM - 5PM). Therefore when taking into account the parking code deficiency of 45 parking spaces at 145 Columbia and the 50 parking spaces that will be deducted from the parking area located near Buildings 140 and 150, the net difference in parking spaces is 5 less spaces.

[4] Peak Observed Parking Demand Time

[5] After the observed parking counts were completed, RX Sight converted existing building square feet to include 19,105 square feet of laboratory use. As a result, the parking requirements for RX Sight increased by 15 parking spaces. (Existing = 17,675 s.f. of general office, 10,599 s.f. of warehouse and 12,871 s.f. of manufacturing = 114 parking spaces.) (Conversion =19,377 s.f. general office, 19,105 s.q. laboratory, and 2,632 of warehouse = 129 parking spaces)

Table 5
Observed Parking Survey Results[1]
Wednesday, March 20, 2019

	Overflow Parking Area[2]					
Time	**Zone A (150 Columbia)**	**Zone B (140 Columbia)**	**Subtotal Parking Demand (Zone A & B)**	**Subtract Parking Requirement Difference[3]**	**Total Parking Demand w/ Overflow**	**Total Number of Parking Spaces Available (Zones A & B) w/ Overflow**
# of Parking Spaces (Inventory)	**96**	**42**	**138**			
7:00 AM	7	21	28		28	110
8:00 AM	10	24	34	-5	29	109
9:00 AM	32	37	69	-5	64	74
10:00 AM[4]	**82**	**38**	**120**	**-5**	**115**	**23**
11:00 AM	78	37	115	-5	110	28
12:00 PM	28	30	58	-5	53	85
1:00 PM	20	28	48	-5	43	95
2:00 PM	19	30	49	-5	44	94
3:00 PM	20	18	38	-5	33	105
4:00 PM	17	25	42	-5	37	101
5:00 PM	15	20	35	-5	30	108
6:00 PM	12	12	24		24	114
7:00 PM	12	18	30		30	108
8:00 PM	16	17	33		33	105
9:00 PM	17	18	35		35	103
10:00 PM	4	4	8		8	130

Time	**Zone C**		**Zone D**	**Total Parking Demand (Zones C & D)**	**Total Number of Parking Spaces Available (Zones C & D)**
# of Parking Spaces (Inventory)	**118**	**Add RX Sight Parking Requirement Change[5]**	**103**	**221**	
7:00 AM	21	15	36	72	149
8:00 AM	37	15	52	104	117
9:00 AM	64	15	69	148	73
10:00 AM	83	15	69	167	54
11:00 AM	**83**	**15**	**90**	**188**	**33**
12:00 PM	76	15	72	163	58
1:00 PM	77	15	70	162	59
2:00 PM	77	15	73	165	56
3:00 PM	65	15	66	146	75
4:00 PM	64	15	67	146	75
5:00 PM	57	15	46	118	103
6:00 PM	30	15	23	68	153
7:00 PM	43	15	40	98	123
8:00 PM	39	15	39	93	128
9:00 PM	40	15	40	95	126
10:00 PM	5	15	1	21	200

[1] Observed parking counts were obtained during typical conditions and straddle the proposed hours of operation at 145 Columbia.

[2] The overflow parking area for 145 Columbia is located at 140 and 150 Columbia (Zone A & B).

3 140 Columbia (12,484 square feet) will relocate its administrative office to 145 Columbia. Based on the City of Aliso Viejo Municipal Parking Code, 12,484 square feet of general office use (1 space per 250 square feet of gross floor area) requires a total of 50 parking spaces. Since the use will be relocated, 50 parking spaces will be deducted from the observed parking counts in the parking lots located near Compass Bible Church Buildings 140 and 150 during its operating hours (M-F 8AM - 5PM). Therefore when taking into account the parking code deficiency of 45 parking spaces at 145 Columbia and the 50 parking spaces that will be deducted from the parking area located near Buildings 140 and 150, the net difference in parking spaces is 5 less spaces.

[4] Peak Observed Parking Demand Time

[5] After the observed parking counts were completed, RX Sight converted existing building square feet to include 19,105 square feet of laboratory use. As a result, the parking requirements for RX Sight increased by 15 parking spaces. (Existing = 17,675 s.f. of general office, 10,599 s.f. of warehouse and 12,871 s.f. of manufacturing = 114 parking spaces.) (Conversion =19,377 s.f. general office, 19,105 s.q. laboratory, and 2,632 of warehouse = 129 parking spaces)

Table 6
Observed Parking Survey Results[1]
Thursday, March 21, 2019

	Overflow Parking Area[2]					
Time	**Zone A (150 Columbia)**	**Zone B (140 Columbia)**	**Subtotal Parking Demand (Zone A & B)**	**Subtract Parking Requirement Difference[3]**	**Total Parking Demand w/ Overflow**	**Total Number of Parking Spaces Available (Zones A & B) w/ Overflow**
# of Parking Spaces (Inventory)	**96**	**42**	**138**			
7:00 AM	6	2	8		8	130
8:00 AM	14	7	21	-5	16	122
9:00 AM	30	28	58	-5	53	85
10:00 AM	69	35	104	-5	99	39
11:00 AM	67	37	104	-5	99	39
12:00 PM	23	26	49	-5	44	94
1:00 PM	14	19	33	-5	28	110
2:00 PM	13	22	35	-5	30	108
3:00 PM	17	25	42	-5	37	101
4:00 PM	16	23	39	-5	34	104
5:00 PM	13	23	36	-5	31	107
6:00 PM	30	21	51		51	87
7:00 PM[4]	**82**	**23**	**105**		**105**	**33**
8:00 PM	72	27	99		99	39
9:00 PM	10	8	18		18	120
10:00 PM	4	2	6		6	132

Time	**Zone C**		**Zone D**	**Zone E**	**Total Parking Demand (Zones C, D, E)**	**Total Number of Parking Spaces Available (Zones C & D)**
# of Parking Spaces (Inventory)	**118**	**Add RX Sight Parking Requirement Change[5]**	**103**	**82**	**303**	
7:00 AM	21	15	36		72	231
8:00 AM	37	15	52		104	199
9:00 AM	64	15	69		148	155
10:00 AM	**83**	**15**	**69**		167	136
11:00 AM	**83**	**15**	**90**		**188**	**115**
12:00 PM	76	15	72		163	140
1:00 PM	77	15	70		162	141
2:00 PM	77	15	73		165	138
3:00 PM	65	15	66		146	157
4:00 PM	64	15	67		146	157
5:00 PM	57	15	46	16	134	169
6:00 PM	30	15	23	10	78	225
7:00 PM	43	15	40	10	108	195
8:00 PM	39	15	39	9	102	201
9:00 PM	40	15	40	5	100	203
10:00 PM	5	15	1	4	25	278

[1] Observed parking counts were obtained during typical conditions and straddle the proposed hours of operation at 145 Columbia.
[2] The overflow parking area for 145 Columbia is located at 140 and 150 Columbia (Zone A & B).

3 140 Columbia (12,484 square feet) will relocate its administrative office to 145 Columbia. Based on the City of Aliso Viejo Municipal Parking Code, 12,484 square feet of general office use (1 space per 250 square feet of gross floor area) requires a total of 50 parking spaces. Since the use will be relocated, 50 parking spaces will be deducted from the observed parking counts in the parking lots located near Compass Bible Church Buildings 140 and 150 during its operating hours (M-F 8AM - 5PM). Therefore when taking into account the parking code deficiency of 45 parking spaces at 145 Columbia and the 50 parking spaces that will be deducted from the parking area located near Buildings 140 and 150, the net difference in parking spaces is 5 less spaces.

[4] Peak Observed Parking Demand Time

[5] After the observed parking counts were completed, RX Sight converted existing building square feet to include 19,105 square feet of laboratory use. As a result, the parking requirements for RX Sight increased by 15 parking spaces. (Existing = 17,675 s.f. of general office, 10,599 s.f. of warehouse and 12,871 s.f. of manufacturing = 114 parking spaces.) (Conversion =19,377 s.f. general office, 19,105 s.q. laboratory, and 2,632 of warehouse = 129 parking spaces)

Table 7
Observed Parking Survey Results[1]
Friday, March 22, 2019

	Overflow Parking Area[2]					
Time	**Zone A (150 Columbia)**	**Zone B (140 Columbia)**	**Subtotal Parking Demand (Zone A & B)**	**Subtract Parking Requirement Difference[3]**	**Total Parking Demand w/ Overflow**	**Total Number of Parking Spaces Available (Zones A & B) w/ Overflow**
# of Parking Spaces (Inventory)	**96**	**42**	**138**			
7:00 AM	6	5	11		11	127
8:00 AM	10	8	18	-5	13	125
9:00 AM	35	22	57	-5	52	86
10:00 AM[4]	**77**	**35**	**112**	**-5**	**107**	**31**
11:00 AM[4]	**78**	**34**	**112**	**-5**	**107**	**31**
12:00 PM	43	18	61	-5	56	82
1:00 PM	12	22	34	-5	29	109
2:00 PM	14	26	40	-5	35	103
3:00 PM	11	19	30	-5	25	113
4:00 PM	13	20	33	-5	28	110
5:00 PM	9	19	28	-5	23	115
6:00 PM	7	23	30		30	108
7:00 PM	7	25	32		32	106
8:00 PM	9	24	33		33	105
9:00 PM	6	17	23		23	115
10:00 PM	5	5	10		10	128

Time	**Zone C**		**Zone D**	**Total Parking Demand (Zones C & D)**	**Total Number of Parking Spaces Available (Zones C & D)**
# of Parking Spaces (Inventory)	**118**	**Add RX Sight Parking Requirement Change[5]**	**103**	**221**	
7:00 AM	19	15	21	55	166
8:00 AM	37	15	40	92	129
9:00 AM	63	15	57	135	86
10:00 AM	**72**	**15**	**66**	153	68
11:00 AM	**74**	**15**	**66**	**155**	**66**
12:00 PM	63	15	50	128	93
1:00 PM	57	15	50	122	99
2:00 PM	65	15	56	136	85
3:00 PM	60	15	52	127	94
4:00 PM	55	15	49	119	102
5:00 PM	42	15	28	85	136
6:00 PM	23	15	31	69	152
7:00 PM	12	15	34	61	160
8:00 PM	11	15	32	58	163
9:00 PM	10	15	21	46	175
10:00 PM	4	15	7	26	195

[1] Observed parking counts were obtained during typical conditions and straddle the proposed hours of operation at 145 Columbia.

[2] The overflow parking area for 145 Columbia is located at 140 and 150 Columbia (Zone A & B).

3 140 Columbia (12,484 square feet) will relocate its administrative office to 145 Columbia. Based on the City of Aliso Viejo Municipal Parking Code, 12,484 square feet of general office use (1 space per 250 square feet of gross floor area) requires a total of 50 parking spaces. Since the use will be relocated, 50 parking spaces will be deducted from the observed parking counts in the parking lots located near Compass Bible Church Buildings 140 and 150 during its operating hours (M-F 8AM - 5PM). Therefore when taking into account the parking code deficiency of 45 parking spaces at 145 Columbia and the 50 parking spaces that will be deducted from the parking area located near Buildings 140 and 150, the net difference in parking spaces is 5 less spaces.

[4] Peak Observed Parking Demand Time

[5] After the observed parking counts were completed, RX Sight converted existing building square feet to include 19,105 square feet of laboratory use. As a result, the parking requirements for RX Sight increased by 15 parking spaces. (Existing = 17,675 s.f. of general office, 10,599 s.f. of warehouse and 12,871 s.f. of manufacturing = 114 parking spaces.) (Conversion =19,377 s.f. general office, 19,105 s.q. laboratory, and 2,632 of warehouse = 129 parking spaces)

Table 8
Observed Parking Survey Results
Non-Overflow Day[1]
Saturday, March 23, 2019

Time	Zone A (150 Columbia)	Zone B (140 Columbia)	Subtotal Parking Demand (Zone A & B)	Total Number of Parking Spaces Available (Zones A & B) w/ Overflow
# of Parking Spaces (Inventory)	96	42	138	
8:00 AM	10	14	24	114
9:00 AM	10	15	25	113
10:00 AM[2]	8	18	26	112
11:00 AM	11	11	22	116
12:00 PM	8	10	18	120
1:00 PM	8	10	18	120
2:00 PM	8	11	19	119
3:00 PM	11	20	31	107
4:00 PM	13	19	32	106

Time	Zone C		Zone D	Zone E	Total Parking Demand (Zones C, D & E)	Total Number of Parking Spaces Available (Zones C & D)
# of Parking Spaces (Inventory)	118	Add RX Sight Parking Requirement Change[3]	103	82	303	
8:00 AM	8	15	7	9	39	264
9:00 AM	8	15	8	9	40	263
10:00 AM	6	15	5	11	37	266
11:00 AM	7	15	7	9	38	265
12:00 PM	7	15	7	10	39	264
1:00 PM	7	15	7	11	40	263
2:00 PM	6	15	4	11	36	267
3:00 PM	13	15	6	7	41	262
4:00 PM	12	15	7	6	40	263

[1] Since the general office use is not in operation on weekends, student parking (50 required parking spaces) can be accommodated onsite during Saturdays at 145 Columbia.

[2] Peak Observed Parking Demand Time

[3] After the observed parking counts were completed, RX Sight converted existing building square feet to include 19,105 square feet of laboratory use. As a result, the parking requirements for RX Sight increased by 15 parking spaces. (Existing = 17,675 s.f. of general office, 10,599 s.f. of warehouse and 12,871 s.f. of manufacturing = 114 parking spaces.) (Conversion =19,377 s.f. general office, 19,105 s.q. laboratory, and 2,632 of warehouse = 129 parking spaces)

Table 9
Overall Peak Parking Survey Results Summary

Day	Time of Day	Overflow Parking Area[2]				
		Zone A (150 Columbia)	Zone B (140 Columbia)	Subtotal Parking Demand (Zone A & B)	Subtract Parking Requirement Difference[3]	Total Number of Parking Spaces Available (Zones A & B) w/ Overflow
# of Parking Spaces (Inventory)		**96**	**42**	**138**		
Wednesday, March 20, 2019	**10:00 AM**	82	38	120	-5	23
Saturday, March 23, 2019 (Non-Overflow Day)	**10:00 AM**	8	18	26		112

[1] Observed parking counts were obtained during typical conditions and straddle the proposed hours of operation at 145 Columbia.

[2] The overflow parking area for 145 Columbia is located at 140 and 150 Columbia (Zone A & B).

[3] 140 Columbia (12,484 square feet) will relocate its administrative office to 145 Columbia. Based on the City of Aliso Viejo Municipal Parking Code, 12,484 square feet of general office use (1 space per 250 square feet of gross floor area) requires a total of 50 parking spaces. Since the use will be relocated, 50 parking spaces will be deducted from the observed parking counts in the parking lots located near Compass Bible Church Buildings 140 and 150. Therefore when taking into account the parking code deficiency of 45 parking spaces at 145 Columbia and the 50 parking spaces that will be deducted from the parking area located near Buildings 140 and 150, the net difference in parking spaces is 5 less spaces.

Appendices

Appendix A

City of Aliso Viejo Municipal Code

space shall be required for one-half or more fractional parking space, and any fractional space less than one-half of a parking space shall not be counted.

E. Electric Charging Stations. Spaces with provision for electric vehicle charging shall be credited toward the off-street parking requirements of this chapter. [Ord. 2012-146 § 3 (Exh. A); Ord. 2011-138 § 3 (Exh. A); Ord. 2011-137 § 3 (Exh. A); Ord. 2011-132 § 3 (Exh. A); Ord. 2010-126 § 1 (Exh. A); Ord. 2010-123 § 3 (Exh. A)].

15.38.030 Spaces required for residential uses.
Residential land uses shall provide off-street parking in accordance with the following table unless modified per the provisions of AVMC 15.38.020.

TABLE 15.38.030:

RESIDENTIAL PARKING REQUIREMENTS

Land Use	Minimum Off-Street Parking Requirement	Additional Requirements
Single-family detached and single-family attached	2 spaces per unit in a garage plus 1 space for any second dwelling unit (which may be a tandem driveway space, subject to AVMC 15.14.080)	Plus 0.5 off-street guest spaces per unit if there is no on-street parking in front of the units. Each garage space shall have minimum unobstructed interior dimensions of 10 ft. x 20 ft.
Multifamily dwellings, townhomes	2 spaces per unit in a garage	
Multifamily dwellings, apartments (either rental or condominium):		
• Studio:	• 1 covered space per unit	Plus 0.5 guest spaces per unit, with parking distributed so that all units are within 150 feet of the resident's assigned or reasonably available parking space and within 150 feet of the nearest designated guest space.
• 1 bedroom:	• 1.2 covered spaces per unit	
• 2 or more bedrooms:	• 2 covered spaces per unit	
Affordable housing pursuant to Chapter 15.58 AVMC:		
• Studio to 1 bedroom:	1 space per unit	Spaces may be tandem or uncovered.
• 2 – 3 bedrooms:	2 spaces per unit	
• 4 or more bedrooms:	2.5 spaces per unit	
Live/work and other mixed use developments	2 spaces per unit in a garage plus the spaces required for the nonresidential uses per this chapter; or as required in applicable specific plan	Each garage space shall have minimum unobstructed interior dimensions of 10 ft. x 20 ft.
Mobilehome parks	2 covered spaces per unit, which may be in tandem, plus 0.5 guest spaces per unit	
Single-room occupancy housing	1 space per dwelling unit	
Boarding or rooming houses	1 space per sleeping room	
Managed care: assisted living, congregate care facilities, and other senior group housing (age	• 1 space per dwelling unit; or • 0.5 spaces per bed in dormitory housing	If the number of beds is uncertain at the time of city review, the requirement shall be 0.5 spaces per

restricted)		each 100 sq/ft of sleeping area
Managed care: convalescent homes	0.5 spaces per bed	
Homeless and emergency shelters	0.3 spaces per bed	If the number of beds is uncertain at the time of city review, the requirement shall be 0.3 spaces per each 100 sq/ft of sleeping area
Transitional and supportive housing	• 1 space per dwelling unit; or • 0.3 spaces per bed in dormitory housing	
Alcoholism or drug abuse recovery facilities and residential care facilities; all for 6 or fewer persons	As required for the single-family or multifamily dwelling unit in which the facility is located	
Clubhouses and community pools and cabanas	1 space per each 500 sq/ft of gross site area	

[Ord. 2011-138 § 3 (Exh. A); Ord. 2011-137 § 3 (Exh. A); Ord. 2011-132 § 3 (Exh. A); Ord. 2010-126 § 1 (Exh. A); Ord. 2010-123 § 3 (Exh. A)].

15.38.040 Spaces required for nonresidential uses.

A. Parking Required. Nonresidential land uses and uses in the special purpose districts (Chapters 15.18 and 15.26 AVMC) shall provide off-street parking in accordance with the following table unless modified per the provisions of AVMC 15.38.120.

B. Bicycle and Motorcycle Parking. In addition to the automobile parking spaces required per this section, bicycle and motorcycle parking shall be provided for certain nonresidential uses in accordance with AVMC 15.38.110.

TABLE 15.38.040:

NONRESIDENTIAL PARKING REQUIREMENTS

Land Use	Minimum Off-Street Parking Requirement (GFA = gross floor area)	Additional Requirements
	AUTOMOTIVE USES:	
Auto, motorcycle, truck, recreation vehicle and marine sales and service	1 space per each 2,500 sq/ft of gross site area, but not less than 8	
Auto repair services, major and minor (as a principal or accessory use)	1 space per 400 sq/ft GFA, excluding areas used exclusively for storage	
Auto, truck, recreation vehicle and marine storage and equipment rental	1 space per each 5,000 sq/ft of gross site area, plus 1 for any caretaker's residence	
Car washes, automated	1 space for self-drying after wash tunnel	
Car washes, full service	10 spaces, not counting the wash queuing area before the wash tunnel, plus a stacking area after the wash tunnel equal to five times the capacity of the tunnel	Parking and stacking requirements may be modified if an exception permit is approved pursuant to AVMC 15.74.070
Gas stations and charging stations	4 spaces, plus the spaces required for any fast food,	

		convenience store, auto repair or other accessory uses	
DINING, DRINKING AND ENTERTAINMENT USES:			
Bars, taverns, cocktail lounges and microbreweries		1 space per 80 sq/ft GFA	
Coffee houses, cyber or Internet cafes, and hookah lounges		1 space per 100 sq/ft GFA	
Live entertainment and dancing as a principal use		1 space per 60 sq/ft GFA	Outdoor dining or drinking area is included in GFA
Restaurants, full-service, all		1 space per 80 sq/ft GFA	
Restaurants, drive-through, subject to AVMC 15.38.070(H)		1 space per 100 sq/ft GFA	
Retail sale of take-out food such as ice cream, frozen yogurt, and bakery goods, with ancillary seating		1 space per 150 sq/ft GFA	
Theaters and cinemas, live or motion picture		See “Public, Recreation and Assembly Uses”	
Video arcades as a principal use		1 space per each 200 sq/ft GFA	
LODGING AND GROUP CARE USES:			
Child day care centers and preschools		1 per employee plus 1 drop-off space per each 8 children based on total capacity	Access/drop-off plan may be required
Hospitals		1 per 1.7 patient beds	
Hotels and bed and breakfast inns	Under 200 guest rooms	1.1 spaces for each guest room plus 1 space for every 75 sq/ft of meeting room floor area	Plus the spaces required for restaurants, retail stores and other ancillary facilities open to the public
	200 guest rooms or more	1.3 spaces for each guest room plus 1 space for every 75 sq/ft of meeting room floor area	
Motels		1.2 spaces for each guest room plus 1 space for every 75 sq/ft of meeting room floor area	Plus the spaces required for restaurants, retail stores and other ancillary facilities open to the public
Managed care: assisted living, congregate care facilities, and other senior group housing (age restricted)		• 1 space per dwelling unit; or • 0.5 spaces per bed in dormitory housing	For convalescent home and dormitory space, if the number of beds is uncertain at the time of city review, the requirement shall be 0.5 spaces per each 100 sq/ft of sleeping area
Managed care: convalescent homes		0.5 spaces per bed	
Homeless and emergency shelters		0.3 spaces per bed	For shelter and dormitory space, if the number of beds is uncertain at the time of city review, the requirement shall be 0.3 spaces per each 100 sq/ft of sleeping area
Transitional/supportive housing		• 1 space per dwelling unit; or • 0.3 spaces per bed in dormitory housing	
OFFICE, RETAIL AND SERVICE USES:			
Animal boarding/kennels		1 space per 500 sq/ft GFA	
Animal grooming services		1 space per 250 sq/ft GFA	
Animal hospitals/veterinary clinics		1 space per 220 sq/ft GFA	

Banks and other financial institutions with tellers	1 space per 220 sq/ft GFA	
Barber shops	1 space per 220 sq/ft GFA	
Beauty, nail, tanning and similar salons	1 space per 150 sq/ft GFA	
Check cashing facilities	1 space per 250 sq/ft GFA	
Convenience stores and liquor stores	1 space per 250 sq/ft GFA	
Dry cleaners, with no central plant on site	1 space per 300 sq/ft GFA	
Fortune telling, palmistry and similar services	1 space per 250 sq/ft GFA	
Furniture and appliance stores	1 space per 500 sq/ft GFA	
Live/work and other mixed use developments	2 spaces per unit in a garage plus the spaces required for the nonresidential uses per this chapter; or as required in an applicable specific plan	Each garage space shall have minimum unobstructed interior dimensions of 10 ft. x 20 ft.
Laundromats	1 space per 220 sq/ft GFA	
Massage parlors, massage centers, day spas and any other establishment offering massage services	1 space per 200 sq/ft GFA	
Miscellaneous small-scale services such as travel services, photo developing, shoe repair, appliance repair, and similar uses	1 space per 300 sq/ft GFA	
Office uses, general and professional	1 space per 250 sq/ft GFA	
Office uses, medical, dental, counseling, chiropractic, acupuncture and similar services	1 space per 200 sq/ft GFA	
Pet stores selling live animals and pet supplies and accessories	1 space per 250 sq/ft GFA	
Plant nurseries and garden supply stores	1 space per 1,000 sq/ft of retail display area, plus 1 space per 500 sq/ft of any indoor display area	
Printing and copy services	Services with self-service facilities for the public such as copiers, computers and similar: 1 space per 220 sq/ft GFA. Services without facilities for the public: 1 space per 500 sq/ft GFA	
Retail home improvement and hardware stores over 80,000 sq/ft GFA	1 space per 400 sq/ft GFA	Home improvement stores under 80,000 sq/ft shall conform to the general retail parking standard
Retail stores, general,* under 80,000 sq/ft GFA	1 space per 250 sq/ft GFA	
Retail stores, general,* over 80,000 sq/ft GFA	1 space per 220 sq/ft GFA	
*Such as supermarkets and other retail stores selling such items as food, apparel, shoes, books, office supplies, gifts, and similar merchandise to the general public. Typically open less than 24 hours/day.		
Shopping centers	1 space per 220 sq/ft GFA	

Tattoo parlors	1 space per 220 sq/ft GFA	
Thrift stores and pawn shops	1 space per 300 sq/ft GFA	
Video rental stores	1 space per 250 sq/ft GFA	
PUBLIC, RECREATION AND ASSEMBLY USES:		
Bowling alleys	3 spaces per lane plus the spaces required for restaurant and bar area and other uses on the premises	
Churches, temples, other places of worship	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. Such additional spaces may be provided off site and may be exempted from the locational limitations set forth in AVMC 15.38.060(B)(2) if approved by conditional use permit pursuant to AVMC 15.38.140.	
Cinemas and live theaters	1 space per every 3 fixed seats	
Clubs, lodges, union halls, and similar uses	1 space per each 75 sq/ft GFA	
Colleges and universities, public or private	1 space per every 3 full-time equivalent students based on maximum capacity, plus 1 space for every 2 faculty or staff members	Additional spaces may be required for athletic facilities on the site such as stadiums and gymnasiums and for performance facilities such as performing arts theaters
Community centers and senior citizen centers	1 space per each 4 persons based on the maximum capacity of all facilities capable of simultaneous use, as determined by the planning director	
Driving ranges, lighted or unlighted	1 space per tee plus the spaces required for other uses on the site	
Electric substations	1 space per each employee plus 1 space per each vehicle used in connection with the facility	
Family/children entertainment centers, indoor, with climbing apparatus, play equipment, food service, video games, party facilities, and similar attractions	1 space per every 4 guests based on maximum capacity, plus bus and drop-off spaces as determined for each use in the conditional use permit	
Family/children entertainment centers, outdoor, and similar outdoor recreation uses, with such attractions as miniature		

golf, batting cages, boat rides. May also include indoor attractions.		
Fire and police stations	1 per employee plus 1 per each fire, police or other emergency vehicle	
Golf courses, miniature, pitch and putt and par 3	3 per hole, plus the spaces required for other uses on the premises	
Golf courses, regulation	5 per hole, plus the spaces required for other uses on the premises	
Government offices	1 space per 250 sq/ft GFA	
Gymnasiums	1 space per every 3 seats, or 1 space per every 35 sq/ft of seating area where there are no fixed seats	
Health clubs, boxing and martial arts uses, gymnastics, dance studios, and similar physical activity uses (all floor area sizes)	1 space per 150 sq/ft GFA	For purposes of this use, swimming pool area shall be counted as part of GFA
Helicopter pads	As required by conditional use permit	
Libraries and museums	1 space per 250 sq/ft GFA	
Mortuaries and funeral homes	1 space per every 3 seats, plus 1 space per every 35 sq/ft of seating area in the main auditorium where there are no fixed seats	For bench/pew seating, 18 inches of lineal bench shall count as 1 seat. Spaces provided for funeral services may be tandem if approved by conditional use permit.
Outdoor amphitheaters and stadiums	1 space per every 3 seats, or 1 space per every 35 sq/ft of seating area where there are no fixed seats	
Parks and open space, passive, public	As determined for each park based on the size of the site and the facilities to be provided	
Pool halls/billiard centers as a principal use	1 space per 200 sq/ft GFA	
Roller and ice rinks, indoor	1 space per 100 sq/ft GFA	
Schools, private, with outdoor facilities:		Additional spaces may be required for athletic facilities on the site such as stadiums and gymnasiums and for performance facilities such as performing arts theaters
• Elementary and middle schools	• 2 spaces per classroom	
• High schools	• 1 space per every 6 full-time equivalent students based on maximum capacity, plus 1 space for each faculty or staff member	
Schools, private, without outdoor facilities, such as business, vocational and professional	1 space per every 1.5 students, based on the maximum capacity	
Schools, public	Same as private school requirements	

Skateboard, roller hockey, and stunt bike facilities, indoor or outdoor	1 space per 500 sq/ft of activity area
Stations and terminals, train, bus and taxi	As determined in the conditional use permit for each facility
Swim schools	1 space per 500 sq/ft of enclosed pool area
Tutorial services, not including schools or colleges	1 space per 250 sq/ft GFA
RESEARCH, INDUSTRIAL AND HEAVY COMMERCIAL USES:	
Computer data centers and server farms	1 space per 1,000 sq/ft GFA or 1 space per employee, whichever is greater. The number of spaces per employee shall be based on the number of employees on duty during any one shift.
Contractor and construction equipment yards, with outside storage	1 space per 300 sq/ft GFA of associated office space plus 1 per vehicle stored on the premises
Dry cleaners and laundries, central plants	1 space per 500 sq/ft GFA plus the spaces required for delivery vehicles
Laboratories, dry	1 space per 400 sq/ft GFA
Laboratories, wet, when accessory to a permitted use and under 1,000 sq/ft in floor area (wet laboratories as a principal use are listed under “Specialized research, development, manufacturing and wet laboratories,” below)	1 space per 400 sq/ft GFA
Light manufacturing and light industrial uses, including the manufacture and assembly of products from materials such as cloth, fiber, fur, glass, leather, stone, wood, plastics, metal, and paper (except milling); may include offices, storage and other incidental uses on the same site	1 space per 400 sq/ft GFA
Lumber yards and other building materials sales, outdoor	1 space per 1,000 sq/ft of outdoor retail display area, plus 1 space per 500 sq/ft of any indoor retail display area
Pest control services	1 space per 500 sq/ft GFA
Plumbing repair shops	1 space per 500 sq/ft GFA
Recycling recovery facilities as a principal use, with collection and sorting only (such as a materials recovery facility), not including auto salvage or junkyards	1 space per every 1.5 employees
Recycling collection facilities as an accessory use, such as drop-off bins and	5 spaces plus 1 space for each attendant, if any

mobile recycling units	
Research and development, other than specialized (see below)	1 space per 400 sq/ft GFA
Specialized research, development, manufacturing and wet laboratories, where chemicals, drugs or biological matter are tested and analyzed, typically requiring water, direct ventilation, specialized piped utilities and protective measures	1 space per 400 sq/ft GFA
Storage facilities, personal, indoor, such as miniwarehouses	1 space per every 4,000 sq/ft of gross leasable area
Welding, machine, milling and plating operations	1 space per 500 sq/ft GFA
Warehouses and distribution facilities as a principal use, for storing or shipping food, beverages, packages, merchandise or other items	1 space per 1,000 sq/ft GFA or 1 space per employee, whichever is greater
OTHER USES:	
Temporary uses and events	As required in the temporary use permit
Adult businesses, subject to Chapter 4.12 AVMC, Adult Business Regulations	1 space per 150 sq/ft GFA

[Ord. 2012-140 § 3 (Exh. A); Ord. 2011-138 § 3 (Exh. A); Ord. 2011-137 § 3 (Exh. A); Ord. 2011-132 § 3 (Exh. A); Ord. 2010-126 § 1 (Exh. A); Ord. 2010-123 § 3 (Exh. A)].

15.38.050 Approval of parking facilities.
A. Site Development and Grading Permits. Establishment or expansion of off-street parking facilities shall be subject to approval of a site development permit in accordance with AVMC 15.74.020 unless the parking facilities are for single-family detached and single-family attached residences or are part of a previously approved development project. The director may administratively approve off-street parking facilities that are part of a previously approved development project if the director determines that all requirements of this chapter have been satisfied. A grading permit shall also be required unless exempted under the city's grading code.

B. Site Plan Requirements. A site plan shall be filed with all applications for a parking facility and/or development project site development permit. The plan shall show the off-street parking facilities and the use(s) to be served, together with pedestrian arrangements (including crosswalks, if necessary) connecting them. The plan shall be accompanied by information required to determine parking as required by AVMC 15.38.030 or 15.38.040. [Ord. 2011-138 § 3 (Exh. A); Ord. 2011-137 § 3 (Exh. A); Ord. 2011-132 § 3 (Exh. A); Ord. 2010-126 § 1 (Exh. A); Ord. 2010-123 § 3 (Exh. A)].

Cross-reference: grading and excavation code, Chapter 13.08 AVMC.

15.38.060 Parking accessibility and location.
A. Parking Accessibility.

1. All required off-street parking spaces shall be designed, located, constructed and maintained so as to be fully usable and accessible at all times. Violation of this

Appendix B

Reciprocal Parking Agreement

Exhibit 1

to Rescission of Termination and Amendment
of Reciprocal Parking Agreement

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE COMPANY
NATIONAL HOMEBUILDER SERVICES
SUBDIVISION DEPARTMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Aliso Viejo
12 Journey Circle, Suite 100
Aliso Viejo, CA 92656
Attn: City Manager

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder
45.00
2010000678267 02:28pm 12/16/10
93 401 A12 14
0.00 0.00 0.00 0.00 36.00 0.00 0.00 0.00

29-1340

RECIPROCAL PARKING AGREEMENT

THIS RECIPROCAL PARKING AGREEMENT (this "**Agreement**") is made and entered into this 29th day of November, 2010, by and between COMPASS BIBLE CHURCH, a California religious nonprofit corporation ("**Compass**"), ACCURIDE INTERNATIONAL, INC., a California Corporation ("**Accuride**") and Noel Arthur Turner, a married man as his sole and separate property ("**Neighbor**").

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Neighbor is the fee owner of that real property located in Aliso Viejo, California, commonly identified as 125 Columbia and more particularly described in the legal description on Exhibit A attached hereto (the "**Neighbor Property**").

B. Accuride is the fee owner of and Compass is the current tenant of that real property located in Aliso Viejo, California, commonly identified as Suites 140 & 150 Columbia and more particularly described in the legal description on Exhibit B attached hereto (the "**Compass Property**").

C. Presently, Compass utilizes the Compass Property for worship, ministry and related religious activities and services (collectively, the "**Compass Activities**") pursuant to Conditional Use Permits UPAV06-01 and UPAV06-10, which run with the Compass Property ("**CUP**"); the Compass Property is improved with (and serviced by) approximately 360 off-street parking spaces and associated ingress/egress areas located in the area(s) depicted in Exhibit C attached hereto (the "**Compass Parking Area**").

D. Neighbor utilizes the Neighbor Property for general office and related meetings; the Neighbor Property is (i) located proximate to the Compass Property and (ii) improved with (and serviced by) approximately 82 off-street parking spaces and associated ingress/egress areas located in the area(s) depicted in Exhibit D attached hereto (the "**Neighbor Parking Area**").

E. Subject to the terms and conditions set forth herein, Accuride and Compass are willing to allow Neighbor to utilize the Compass Parking Area, and Neighbor is willing and able to allow Accuride and Compass to utilize the Neighbor Parking Area on a non-exclusive basis in accordance with the terms of this Agreement.

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Grant of Parking Rights.

a. Neighbor. Neighbor hereby grants to Accuride and Compass (as well as Compass' and Accuride's agents, officers, employees, licensees, permitees and invitees) an irrevocable license to use, on a nonexclusive basis, the Neighbor Parking Area for (i) pedestrian and vehicular ingress and egress, (ii) the parking of sixty five (65) motor vehicles, on Thursday evenings after 5:00 pm, (iii) the parking of eighty two (82) motor vehicles on Saturdays after 12:00 pm, and (iv) the parking of eighty two (82) motor vehicles all day Sunday, all as contemplated by and subject to the terms and conditions contained herein.

b. Compass. Compass and Accuride hereby grant to Neighbor (as well as Neighbor's agents, officers, employees, licensees, permitees and invitees) an irrevocable license to use, on a nonexclusive basis, that portion of the Compass Parking Area specifically set forth on Exhibit C and labeled "40 PARKING STALLS REQUIRED FOR MOXXOR" for (i) pedestrian and vehicular ingress and egress and (ii) the parking of forty (40) motor vehicles on Wednesday evenings after 5 pm, all as contemplated by and subject to the terms and conditions contained herein.

2. Term. Compass and Accuride shall be entitled to use the Neighbor Parking Area, and Neighbor shall be entitled to use the Compass Parking Area in accordance with the provisions of this Agreement until such time as the Compass Property is no longer subject to the terms and conditions of the CUP.

3. Parking Area Revisions. Neither party shall reduce (or otherwise seek reduction of) the number of parking spaces identified in Recital C and D, which are incorporated herein by reference, without the other party's prior written approval.

4. No Hazardous Materials. In exercising its rights hereunder, Compass shall not use, or permit the use of, Hazardous Materials on, about, under or in the Neighbor Parking Area. Compass shall indemnify, protect, defend and hold harmless Neighbor from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including, without limitation, attorneys' fees, costs of investigation, litigation and remedial response, arising out of any Hazardous Material used or permitted to be used by Compass on, about, under or in the Neighbor Parking Area. In exercising its rights hereunder, Neighbor shall not use, or permit the use of, Hazardous Materials on, about, under or in the Compass Parking Area. Neighbor shall indemnify, protect, defend and hold harmless Compass and Accuride from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including, without limitation, attorneys' fees, costs of investigation, litigation and remedial response, arising out of any Hazardous Material used or permitted to be used by Neighbor on, about, under or in the Compass Parking Area. For the purpose of this Section 4, the term "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean all federal, state, county, municipal, local and other

statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

5. Liability Insurance. During the term of this Agreement, each party shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of liability of not less than One Million Dollars ($1,000,000.00) for bodily or personal injury or death, and for property damage, arising out of any one occurrence (where said injury, death, damage, action or liability is incurred by virtue of a party's exercise of the rights granted pursuant to this Agreement).

6. Indemnification.

a. Compass. Compass covenants and agrees to indemnify, defend and hold harmless Neighbor, its directors, officers, partners, agents, representatives and employees from and against all claims, expenses, liabilities, loss, damage, and costs, including reasonable attorney fees, arising as a result (directly or indirectly) of or in connection with any accident, injury, loss, or damage, to any person occurring on (or resulting from acts committed on) the Neighbor Parking Area as a result of Compass' exercise of the rights granted pursuant to this Agreement. Notwithstanding anything to the contrary contained herein, Neighbor shall not be entitled to indemnification for any damage, loss, injury or claim arising from the gross negligence or willful misconduct of Neighbor, its lessees, sublessees, licenses, invitees or permittees.

b. Neighbor. Neighbor covenants and agrees to indemnify, defend and hold harmless Compass, Accuride, and their directors, officers, partners, agents, representatives and employees from and against all claims, expenses, liabilities, loss, damage, and costs, including reasonable attorney fees, arising as a result (directly or indirectly) of or in connection with any accident, injury, loss, or damage, to any person occurring on (or resulting from acts committed on) the Compass Parking Area as a result of Neighbor' exercise of the rights granted pursuant to this Agreement. Notwithstanding anything to the contrary contained herein, Compass shall not be entitled to indemnification for any damage, loss, injury or claim arising from the gross negligence or willful misconduct of Compass, its lessees, sublessees, licenses, invitees or permittees.

7. Covenants Run With the Land. This Agreement, and all of the rights, duties, powers, covenants, conditions, restrictions and obligations contained in this Agreement during the term hereof, (i) burden the Neighbor Property and the Compass Property (collectively, the "Parcels" and each a "Parcel") and are binding upon the parties and their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, occupants and all other persons acquiring any Parcel, or portion thereof or interest therein, including leasehold interests, whether by operation of law or in any manner whatsoever, and (ii) benefit the Parcels and inure to the benefit of the parties, and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, as parties, enforceable as equitable servitudes and constituting covenants running with the land pursuant to applicable law. Every conveyance of an interest in the Parcels shall be deemed to have been made subject to and incorporating the terms of this Agreement. This Agreement, and all of the rights, duties, powers, covenants, conditions, restrictions and obligations contained in this

Agreement shall pass to future tenants of the Compass Property who intend to use the Compass Property pursuant to the CUP.

8. Modification of Agreement. This Agreement shall not be amended or modified, if such amendment or modification would materially affect the parking rights of the parties hereto, without first obtaining the written approval of the planning director and the city attorney of the City of Aliso Viejo.

9. Miscellaneous. This Agreement is effective and binding upon its recordation in the Official Records of the County of Orange, California. None of the terms or provisions of this Agreement create a partnership or joint venture between or among the parties. The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person. Except as otherwise specified in this Agreement, this Agreement may be modified or amended in whole or in part only by a written and properly recorded instrument, executed by the parties. Invalidation of any provision contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall not affect any other provisions hereof, or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances, or would frustrate the purposes of this Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. If a party brings an action or proceeding (including a cross-complaint, counterclaim or third party claim) against another party to enforce or interpret, or due to the breach or violation of, any provision of this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses in such action or proceeding, including reasonable attorneys' fees, which shall be payable whether or not such action or proceeding is prosecuted to judgment. For convenience, the signatures of each of the signatories may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

[THIS SPACE INTENTIONALL LEFT BLANK; SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

"Compass"

COMPASS BIBLE CHURCH,
a California religious nonprofit corporation

By: _____

Its: PRESIDENT

"Neighbor"

_____

Noel Arthur Turner,
a married man as his sole
and separate property

"Accuride"

ACCURIDE INTERNATIONAL, INC.

By: _____

Its: CORPORATE CONTROLLER

STATE OF CALIFORNIA

COUNTY OF ORANGE

On DECEMBER 3 2010, 2010, before me PAMELA J. RICCI,
(Here insert name and title of officer)

personally MIKE FABAREZ 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

PAMELA J RICCI
Commission # 1902166
Notary Public - California
Orange County
My Comm. Expires Sep 26, 2014

60367.00100\5567828.1

STATE OF CALIFORNIA

COUNTY OF ORANGE

On DECEMBER 3, 2010, 2010, before me PAMELA J. RICCI.
(Here insert name and title of officer)

personally NOEL ARTHUR TURNER 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

PAMELA J. RICCI
Commission # 1902155
Notary Public - California
Orange County
My Comm. Expires Sep 28, 2014

60367.00100\5567828.1

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Dec. 10, 2010 before me, Julian Garcia, Notary Public
(Here insert name and title of the officer)

personally appeared ~Jeffrey Alan Dunkle~

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.

JULIAN GARCIA
COMM. #1905138
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. SEPT 23, 2014

Julian Garcia
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Reciprocal Parking Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 14 Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

2008 Version CAPA v12.10.07 800-873-9865 www.NotaryClasses.com

Appendix C

Compass Bible Church
Observed Parking Counts

Table 1
Observed Parking Survey Results
145 Columbia Parking Analysis Compass Bible Church
Monday, March 18, 2019

	Observed Parking Counts[3]				
Time	**Zone A**	**Zone B**	**Zone C**	**Zone D**	**Subtotal Parking**
# of Parking Spaces (Inventory)	**96**	**42**	**118**	**103**	**359**
7:00 AM	6	3	23	9	41
8:00 AM	8	6	35	35	84
9:00 AM	12	13	88	52	165
10:00 AM	14	19	77	57	167
11:00 AM	10	24	79	60	173
12:00 PM	10	12	67	56	145
1:00 PM	4	20	69	45	138
2:00 PM	10	9	77	34	130
3:00 PM	10	14	72	54	150
4:00 PM	9	11	65	49	134
5:00 PM	7	11	49	34	101
6:00 PM	5	7	22	14	48
7:00 PM	4	10	6	17	37
8:00 PM	4	19	5	19	47
9:00 PM	4	6	4	9	23
10:00 PM	5	3	5	1	14

Table 2
Observed Parking Survey Results
145 Columbia Parking Analysis Compass Bible Church
Tuesday, March 19, 2019

	Observed Parking Counts[3]				
Time	**Zone A**	**Zone B**	**Zone C**	**Zone D**	**Subtotal Parking**
# of Parking Spaces (Inventory)	**96**	**42**	**118**	**103**	**359**
7:00 AM	5	3	17	5	30
8:00 AM	10	9	35	33	87
9:00 AM	22	24	65	76	187
10:00 AM	51	40	75	88	254
11:00 AM	53	36	78	93	260
12:00 PM	24	32	61	67	184
1:00 PM	17	31	73	56	177
2:00 PM	18	32	79	60	189
3:00 PM	15	27	68	62	172
4:00 PM	13	26	64	59	162
5:00 PM	9	25	48	45	127
6:00 PM	30	33	31	33	127
7:00 PM	82	37	41	45	205
8:00 PM	81	34	39	41	195
9:00 PM	6	7	9	12	34
10:00 PM	4	4	3	0	11

Table 3
Observed Parking Survey Results
145 Columbia Parking Analysis Compass Bible Church
Wednesday, March 20, 2019

	Observed Parking Counts[3]				
Time	**Zone A**	**Zone B**	**Zone C**	**Zone D**	**Subtotal Parking**
# of Parking Spaces (Inventory)	**96**	**42**	**118**	**103**	**359**
7:00 AM	7	21	21	36	85
8:00 AM	10	24	37	52	123
9:00 AM	32	37	64	69	202
10:00 AM	82	38	83	69	272
11:00 AM	78	37	83	90	288
12:00 PM	28	30	76	72	206
1:00 PM	20	28	77	70	195
2:00 PM	19	30	77	73	199
3:00 PM	20	18	65	66	169
4:00 PM	17	25	64	67	173
5:00 PM	15	20	57	46	138
6:00 PM	12	12	30	23	77
7:00 PM	12	18	43	40	113
8:00 PM	16	17	39	39	111
9:00 PM	17	18	40	40	115
10:00 PM	4	4	5	1	14

Table 4
Observed Parking Survey Results
145 Columbia Parking Analysis Compass Bible Church
Thursday, March 21, 2019

	Observed Parking Counts[3]					
Time	**Zone A**	**Zone B**	**Zone C**	**Zone D**	**Zone E (125 Columbia)**	**Subtotal Parking**
# of Parking Spaces (Inventory)	**96**	**42**	**118**	**103**	**82**	**359**
7:00 AM	6	2	17	6		31
8:00 AM	14	7	34	37		92
9:00 AM	30	28	69	63		190
10:00 AM	69	35	78	73		255
11:00 AM	67	37	82	78		264
12:00 PM	23	26	65	67		181
1:00 PM	14	19	68	60		161
2:00 PM	13	22	77	71		183
3:00 PM	17	25	74	70		186
4:00 PM	16	23	57	66		162
5:00 PM	13	23	40	42	16	134
6:00 PM	30	21	62	66	10	189
7:00 PM	82	23	83	82	10	280
8:00 PM	72	27	88	87	9	283
9:00 PM	10	8	7	7	5	37
10:00 PM	4	2	3	0	4	13

Table 5
Observed Parking Survey Results
145 Columbia Parking Analysis Compass Bible Church
Friday, March 22, 2019

	Observed Parking Counts[3]				
Time	**Zone A**	**Zone B**	**Zone C**	**Zone D**	**Subtotal Parking**
# of Parking Spaces (Inventory)	**96**	**42**	**118**	**103**	**359**
7:00 AM	6	5	19	21	51
8:00 AM	10	8	37	40	95
9:00 AM	35	22	63	57	177
10:00 AM	77	35	72	66	250
11:00 AM	78	34	74	66	252
12:00 PM	43	18	63	50	174
1:00 PM	12	22	57	50	141
2:00 PM	14	26	65	56	161
3:00 PM	11	19	60	52	142
4:00 PM	13	20	55	49	137
5:00 PM	9	19	42	28	98
6:00 PM	7	23	23	31	84
7:00 PM	7	25	12	34	78
8:00 PM	9	24	11	32	76
9:00 PM	6	17	10	21	54
10:00 PM	5	5	4	7	21

Table 6
Observed Parking Survey Results
Non-Overflow Parking Day
Saturday, March 23, 2019

	Observed Parking Counts[3]					
Time	**Zone A**	**Zone B**	**Zone C**	**Zone D**	**Zone E (125 Columbia)**	**Subtotal Parking**
# of Parking Spaces (Inventory)	**96**	**42**	**118**	**103**	**82**	**359**
8:00 AM	10	14	8	7	9	48
9:00 AM	10	15	8	8	9	50
10:00 AM	8	18	6	5	11	48
11:00 AM	11	11	7	7	9	45
12:00 PM	8	10	7	7	10	42
1:00 PM	8	10	7	7	11	43
2:00 PM	8	11	6	4	11	40
3:00 PM	11	20	13	6	7	57
4:00 PM	13	19	12	7	6	57

Appendix D

Photos of Project Area


150
COMPASS BIBLE CHURCH


145


STOP
STOP


STOP
STOP










145







Appendix E

ADT & LOS

Counts Unlimited, Inc.

PO Box 1178
Corona, CA 92878
Phone: (951) 268-6268
email: counts@countsunlimited.com

City of Aliso Viejo
Columbia
N/ Columbia
24 Hour Directional Volume Count

ASV001
Site Code: 105-19176

Start Time	21-Mar-19 Thu	Northbound Morning	Northbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Southbound Morning	Southbound Afternoon	Hour Totals Morning	Hour Totals Afternoon	Combined Totals Morning	Combined Totals Afternoon
12:00		2	56			1	37				
12:15		5	66			2	33				
12:30		7	33			0	46				
12:45		1	30	15	185	1	38	4	154	19	339
01:00		1	35			0	37				
01:15		0	35			0	37				
01:30		0	44			0	23				
01:45		1	40	2	154	3	28	3	125	5	279
02:00		1	46			1	32				
02:15		2	33			2	19				
02:30		0	43			0	28				
02:45		6	54	9	176	3	40	6	119	15	295
03:00		4	56			3	31				
03:15		3	47			2	36				
03:30		3	64			1	37				
03:45		3	52	13	219	8	29	14	133	27	352
04:00		0	73			6	23				
04:15		2	51			5	34				
04:30		5	91			5	31				
04:45		3	**80**	10	295	17	39	33	127	43	422
05:00		6	**110**			13	49				
05:15		3	**88**			25	47				
05:30		13	**102**			27	40				
05:45		6	70	28	370	42	**65**	107	201	135	571
06:00		12	68			16	**63**				
06:15		7	61			20	**76**				
06:30		12	67			36	**53**				
06:45		10	36	41	232	56	20	128	212	169	444
07:00		10	32			53	23				
07:15		15	21			107	22				
07:30		22	16			87	18				
07:45		23	23	70	92	**102**	22	349	85	419	177
08:00		24	23			**94**	29				
08:15		31	60			**96**	24				
08:30		21	97			**112**	18				
08:45		18	30	94	210	81	18	383	89	477	299
09:00		20	26			81	11				
09:15		25	19			85	2				
09:30		22	11			59	18				
09:45		31	11	98	67	57	13	282	44	380	111
10:00		21	10			46	11				
10:15		25	9			33	6				
10:30		23	3			31	11				
10:45		28	6	97	28	25	2	135	30	232	58
11:00		**31**	4			26	1				
11:15		**36**	8			30	6				
11:30		**44**	7			47	4				
11:45		**61**	2	172	21	38	0	141	11	313	32
Total		649	2049	649	2049	1585	1330	1585	1330	2234	3379
Combined Total		2698		2698		2915		2915		5613	
AM Peak	-	11:00	-	-	-	07:45	-	-	-	-	-
Vol.	-	172	-	-	-	404	-	-	-	-	-
P.H.F.		0.705				0.902					
PM Peak	-	-	04:45	-	-	-	05:45	-	-	-	-
Vol.	-	-	380	-	-	-	257	-	-	-	-
P.H.F.			0.864				0.845				
Percentage		24.1%	75.9%			54.4%	45.6%				
ADT/AADT		ADT 5,613		AADT 5,613							

Counts Unlimited, Inc.

PO Box 1178
Corona, CA 92878
Phone: (951) 268-6268
email: counts@countsunlimited.com

City of Aliso Viejo
Columbia
E/ Columbia
24 Hour Directional Volume Count

ASV002
Site Code: 105-19176

Start	21-Mar-19	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
Time	Thu	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		0	14			0	30				
12:15		0	10			1	18				
12:30		0	15			1	14				
12:45		1	12	1	51	0	12	2	74	3	125
01:00		0	14			0	17				
01:15		0	9			0	13				
01:30		0	7			0	19				
01:45		0	7	0	37	0	14	0	63	0	100
02:00		0	9			1	14				
02:15		1	5			0	11				
02:30		0	12			0	14				
02:45		2	14	3	40	2	17	3	56	6	96
03:00		0	17			0	23				
03:15		1	15			0	15				
03:30		0	14			1	15				
03:45		1	9	2	55	1	19	2	72	4	127
04:00		2	7			0	29				
04:15		1	11			0	18				
04:30		1	6			0	37				
04:45		0	10	4	34	1	**23**	1	107	5	141
05:00		1	8			0	**52**				
05:15		4	10			1	**42**				
05:30		4	12			1	**49**				
05:45		4	**37**	13	67	0	23	2	166	15	233
06:00		0	**37**			2	16				
06:15		5	**53**			2	20				
06:30		5	**23**			2	23				
06:45		15	6	25	119	1	14	7	73	32	192
07:00		16	3			0	10				
07:15		33	5			3	8				
07:30		25	1			1	1				
07:45		**35**	10	109	19	4	1	8	20	117	39
08:00		**31**	16			4	7				
08:15		**21**	10			2	43				
08:30		**38**	2			10	71				
08:45		17	2	107	30	4	22	20	143	127	173
09:00		27	0			4	8				
09:15		35	0			9	6				
09:30		19	0			8	2				
09:45		11	0	92	0	14	3	35	19	127	19
10:00		15	0			12	5				
10:15		8	2			11	2				
10:30		9	0			13	0				
10:45		7	0	39	2	15	3	51	10	90	12
11:00		8	0			**16**	0				
11:15		6	0			**19**	0				
11:30		12	0			**24**	0				
11:45		5	0	31	0	**42**	0	101	0	132	0
Total		426	454	426	454	232	803	232	803	658	1257
Combined Total		880		880		1035		1035		1915	
AM Peak	-	07:45	-	-	-	11:00	-	-	-	-	-
Vol.	-	125	-	-	-	101	-	-	-	-	-
P.H.F.		0.822				0.601					
PM Peak	-	-	05:45	-	-	-	04:45	-	-	-	-
Vol.	-	-	150	-	-	-	166	-	-	-	-
P.H.F.			0.708				0.798				
Percentage		48.4%	51.6%			22.4%	77.6%				
ADT/AADT		ADT 1,915		AADT 1,915							

Counts Unlimited
PO Box 1178
Corona, CA 92878
(951) 268-6268

City of Aliso Viejo
N/S: Columbia
E/W: Columbia
Weather: Clear

File Name : ASV_Columbia_Columbia AM
Site Code : 10519176
Start Date : 3/21/2019
Page No : 1

Groups Printed- Total Volume

	Columbia Southbound				Columbia Westbound				Columbia Northbound				Coast to Coast Driveway Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	16	37	0	53	0	0	0	0	0	10	0	10	0	0	0	0	63
07:15 AM	32	74	1	107	0	0	3	3	0	12	1	13	0	0	0	0	123
07:30 AM	24	62	1	87	0	0	1	1	0	21	1	22	0	0	0	0	110
07:45 AM	33	67	2	102	0	0	4	4	0	19	2	21	0	0	0	0	127
Total	105	240	4	349	0	0	8	8	0	62	4	66	0	0	0	0	423
08:00 AM	28	64	2	94	0	0	4	4	1	20	3	24	0	0	0	0	122
08:15 AM	20	68	8	96	0	0	2	2	0	29	1	30	0	0	0	0	128
08:30 AM	35	73	4	112	1	0	9	10	0	11	3	14	1	0	0	1	137
08:45 AM	15	62	4	81	0	0	4	4	1	14	2	17	0	0	1	1	103
Total	98	267	18	383	1	0	19	20	2	74	9	85	1	0	1	2	490
Grand Total	203	507	22	732	1	0	27	28	2	136	13	151	1	0	1	2	913
Apprch %	27.7	69.3	3		3.6	0	96.4		1.3	90.1	8.6		50	0	50		
Total %	22.2	55.5	2.4	80.2	0.1	0	3	3.1	0.2	14.9	1.4	16.5	0.1	0	0.1	0.2	

	Columbia Southbound				Columbia Westbound				Columbia Northbound				Coast to Coast Driveway Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	33	67	2	102	0	0	4	4	0	19	2	21	0	0	0	0	127
08:00 AM	28	64	2	94	0	0	4	4	**1**	20	**3**	24	0	0	0	0	122
08:15 AM	20	68	**8**	96	0	0	2	2	0	**29**	1	**30**	0	0	0	0	128
08:30 AM	**35**	**73**	4	**112**	**1**	0	**9**	**10**	0	11	3	14	**1**	0	0	**1**	**137**
Total Volume	116	272	16	404	1	0	19	20	1	79	9	89	1	0	0	1	514
% App. Total	28.7	67.3	4		5	0	95		1.1	88.8	10.1		100	0	0		
PHF	.829	.932	.500	.902	.250	.000	.528	.500	.250	.681	.750	.742	.250	.000	.000	.250	.938

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City of Aliso Viejo
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Site Code : 10519176
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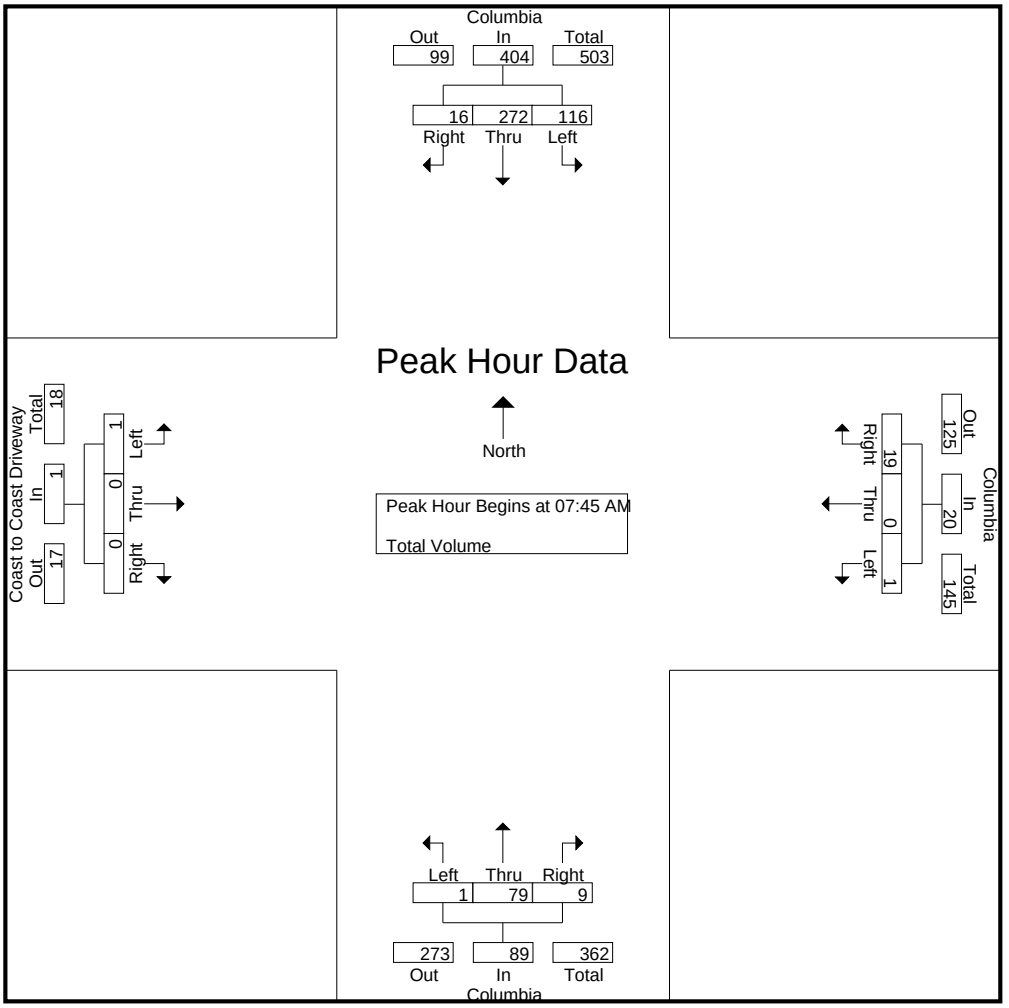

Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:45 AM				07:45 AM				07:30 AM				08:00 AM			
+0 mins.	33	67	2	102	0	0	4	4	0	21	1	22	0	0	0	0
+15 mins.	28	64	2	94	0	0	4	4	0	19	2	21	0	0	0	0
+30 mins.	20	68	**8**	96	0	0	2	2	**1**	20	**3**	24	**1**	0	0	**1**
+45 mins.	**35**	**73**	4	**112**	**1**	0	**9**	**10**	0	**29**	1	**30**	0	0	**1**	1
Total Volume	116	272	16	404	1	0	19	20	1	89	7	97	1	0	1	2
% App. Total	28.7	67.3	4		5	0	95		1	91.8	7.2		50	0	50	
PHF	.829	.932	.500	.902	.250	.000	.528	.500	.250	.767	.583	.808	.250	.000	.250	.500

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Page No : 1

Groups Printed- Total Volume

	Columbia Southbound				Columbia Westbound				Columbia Northbound				Coast to Coast Driveway Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	5	16	2	23	1	1	27	29	1	41	1	43	5	1	0	6	101
04:15 PM	10	23	1	34	3	0	15	18	0	34	1	35	2	0	0	2	89
04:30 PM	6	25	0	31	0	0	37	37	0	52	0	52	2	0	2	4	124
04:45 PM	7	32	0	39	1	0	22	23	0	57	3	60	1	0	0	1	123
Total	28	96	3	127	5	1	101	107	1	184	5	190	10	1	2	13	437
05:00 PM	7	42	0	49	1	0	51	52	0	57	1	58	2	0	0	2	161
05:15 PM	10	37	0	47	2	0	40	42	1	45	0	46	3	0	0	3	138
05:30 PM	10	30	0	40	0	0	49	49	0	53	2	55	0	0	0	0	144
05:45 PM	36	29	0	65	1	0	22	23	0	47	1	48	1	0	1	2	138
Total	63	138	0	201	4	0	162	166	1	202	4	207	6	0	1	7	581
Grand Total	91	234	3	328	9	1	263	273	2	386	9	397	16	1	3	20	1018
Apprch %	27.7	71.3	0.9		3.3	0.4	96.3		0.5	97.2	2.3		80	5	15		
Total %	8.9	23	0.3	32.2	0.9	0.1	25.8	26.8	0.2	37.9	0.9	39	1.6	0.1	0.3	2	

	Columbia Southbound				Columbia Westbound				Columbia Northbound				Coast to Coast Driveway Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	7	**42**	0	49	1	0	**51**	**52**	0	**57**	1	**58**	2	0	0	2	**161**
05:15 PM	10	37	0	47	**2**	0	40	42	**1**	45	0	46	**3**	0	0	**3**	138
05:30 PM	10	30	0	40	0	0	49	49	0	53	**2**	55	0	0	0	0	144
05:45 PM	**36**	29	0	**65**	1	0	22	23	0	47	1	48	1	0	**1**	2	138
Total Volume	63	138	0	201	4	0	162	166	1	202	4	207	6	0	1	7	581
% App. Total	31.3	68.7	0		2.4	0	97.6		0.5	97.6	1.9		85.7	0	14.3		
PHF	.438	.821	.000	.773	.500	.000	.794	.798	.250	.886	.500	.892	.500	.000	.250	.583	.902

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City of Aliso Viejo
N/S: Columbia
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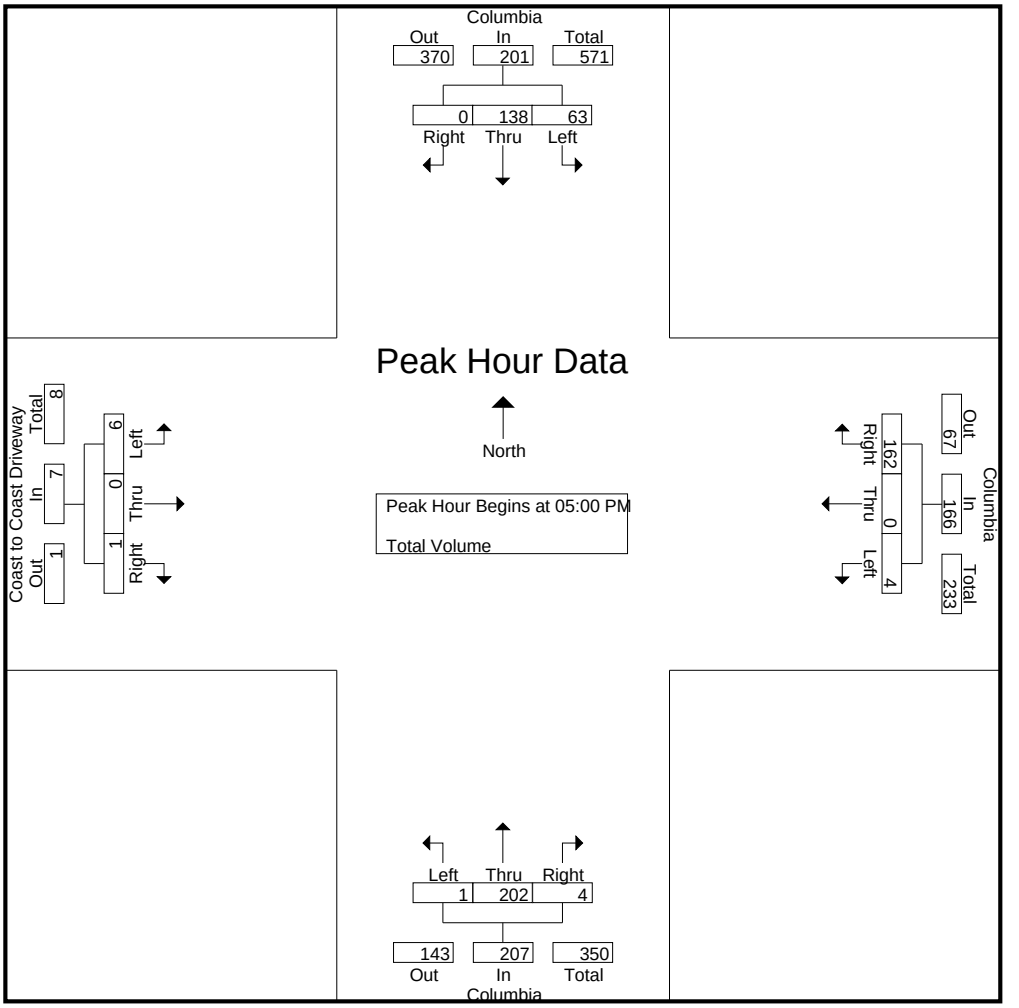
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	05:00 PM				04:45 PM				04:45 PM				04:00 PM			
+0 mins.	7	**42**	0	49	1	0	22	23	0	**57**	**3**	**60**	**5**	**1**	0	**6**
+15 mins.	10	37	0	47	1	0	**51**	**52**	0	57	1	58	2	0	0	2
+30 mins.	10	30	0	40	**2**	0	40	42	**1**	45	0	46	2	0	**2**	4
+45 mins.	**36**	29	0	**65**	0	0	49	49	0	53	2	55	1	0	0	1
Total Volume	63	138	0	201	4	0	162	166	1	212	6	219	10	1	2	13
% App. Total	31.3	68.7	0		2.4	0	97.6		0.5	96.8	2.7		76.9	7.7	15.4	
PHF	.438	.821	.000	.773	.500	.000	.794	.798	.250	.930	.500	.913	.500	.250	.250	.542



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	150	0		0	60	
Storage Lanes	1	1		0	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Frt		0.850	0.986			
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1837	0	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1837	0	1770	1863
Link Speed (mph)	30		30			30
Link Distance (ft)	296		195			167
Travel Time (s)	6.7		4.4			3.8

Intersection Summary	
Area Type:	Other



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Traffic Volume (vph)	1	19	80	9	116	272
Future Volume (vph)	1	19	80	9	116	272
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Adj. Flow (vph)	1	20	85	10	123	289
Shared Lane Traffic (%)						
Lane Group Flow (vph)	1	20	95	0	123	289

Intersection Summary

Intersection	
Int Delay, s/veh	2.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	1	19	80	9	116	272
Future Vol, veh/h	1	19	80	9	116	272
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	150	0	-	-	60	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	20	85	10	123	289

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	625	90	0	0	95	0
Stage 1	90	-	-	-	-	-
Stage 2	535	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	449	968	-	-	1499	-
Stage 1	934	-	-	-	-	-
Stage 2	587	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	412	968	-	-	1499	-
Mov Cap-2 Maneuver	419	-	-	-	-	-
Stage 1	857	-	-	-	-	-
Stage 2	587	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9	0	2.3
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	419	968	1499	-
HCM Lane V/C Ratio	-	-	0.003	0.021	0.082	-
HCM Control Delay (s)	-	-	13.6	8.8	7.6	-
HCM Lane LOS	-	-	B	A	A	-
HCM 95th %tile Q(veh)	-	-	0	0.1	0.3	-



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12
Grade (%)	0%		0%			0%
Storage Length (ft)	150	0		0	60	
Storage Lanes	1	1		0	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor						
Frt		0.850	0.998			
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1859	0	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1859	0	1770	1863
Link Speed (mph)	30		30			30
Link Distance (ft)	296		195			167
Travel Time (s)	6.7		4.4			3.8

Intersection Summary	
Area Type:	Other



Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Traffic Volume (vph)	4	162	203	4	63	138
Future Volume (vph)	4	162	203	4	63	138
Confl. Peds. (#/hr)						
Confl. Bikes (#/hr)						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Growth Factor	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%
Bus Blockages (#/hr)	0	0	0	0	0	0
Parking (#/hr)						
Mid-Block Traffic (%)	0%		0%			0%
Adj. Flow (vph)	4	180	226	4	70	153
Shared Lane Traffic (%)						
Lane Group Flow (vph)	4	180	230	0	70	153

Intersection Summary

Intersection	
Int Delay, s/veh	4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	162	203	4	63	138
Future Vol, veh/h	4	162	203	4	63	138
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	150	0	-	-	60	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	180	226	4	70	153

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	521	228	0	0	230	0
Stage 1	228	-	-	-	-	-
Stage 2	293	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	516	811	-	-	1338	-
Stage 1	810	-	-	-	-	-
Stage 2	757	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	489	811	-	-	1338	-
Mov Cap-2 Maneuver	552	-	-	-	-	-
Stage 1	768	-	-	-	-	-
Stage 2	757	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.7	0	2.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	552	811	1338	-
HCM Lane V/C Ratio	-	-	0.008	0.222	0.052	-
HCM Control Delay (s)	-	-	11.6	10.7	7.8	-
HCM Lane LOS	-	-	B	B	A	-
HCM 95th %tile Q(veh)	-	-	0	0.8	0.2	-

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Compass Bible Church
140 Columbia
Aliso Viejo, CA 92656
Attention: Rick Talcott

PARKING AGREEMENT

This Parking Agreement ("Agreement") dated September __, 2019, is made between Accuride International Inc., a California corporation ("**Accuride**"), and Compass Bible Church, a California religious nonprofit corporation ("**Compass**"),

A. Accuride is the fee owner of that real property located in Aliso Viejo, California, commonly identified as 120, 140 and 150 Columbia, Aliso Viejo, CA 92656 and more particularly described on Exhibit A attached hereto ("**Property**");

B. Compass is the fee owner of that real property located in Aliso Viejo, California, commonly identified as 145 Columbia, Aliso Viejo, CA 92656 and more particularly described on Exhibit B attached hereto ("**Building**");

C. Compass is also the long term tenant of the Property pursuant to a lease with Accuride ("**Lease**").

D. Compass desires to use parking spaces available to Compass as tenant of the Property for use as vehicular parking for the Building.

E. Accuride desires to make parking spaces available to Compass and Compass desires to use parking spaces controlled by Accuride, generally described as 50 parking spaces on the Property in the locations noted on Exhibit A1-1 attached hereto, on a non-exclusive basis, and on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Grant of Parking Rights. Accuride hereby makes available to Compass fifty (50) parking spaces on the Property in the locations noted on Exhibit A1-A attached hereto, to be used on a non-exclusive basis for any activities held at the Building. These parking spaces granted are subject to the overall limitation of parking rights for the Property granted under the Lease, and in no event shall this agreement grant additional parking rights above and beyond those set forth in the Lease.

2. Compensation. Since Compass is the tenant of the Property, and has rights to use parking spaces on the Property pursuant to the Lease, no compensation will be paid by Compass for the use of the parking spaces on the Property during the term of the Lease.

3. Term and Termination

The term of this Agreement shall be for fifteen (15) years from the date of recording ("Term"). Notwithstanding the foregoing, Accuride shall have the right to terminate this Agreement upon the earlier to occur of (i) the Building is no longer owned by Compass or an affiliate thereof, (ii) Compass is no longer a tenant of the Property (due to expiration or early termination of the Lease) or, (iii) the Property is no longer used for church purposes under the terms of the Conditional Use Permit _____ ("CUP"), provided such termination shall be subject to the following conditions:

a. This Agreement may not be terminated before its Term expires without the City of Aliso Viejo's ("City") Community Development Director's express written approval.

b. The party to this Agreement requesting termination shall provide written notice to the City one hundred eighty (180) days prior to the requested date of termination ("Termination Date").

Should the parties desire to terminate this Agreement earlier than the expiration date of the Lease, the Community Development Director may approve early termination of the Agreement if:

a. Compass provides the City with a new parking agreement that meets the requirements of the CUP, or

b. Compass agrees to reduce onsite operations to a level that can be accommodated by the onsite parking requirements stated in the Aliso Viejo Municipal Code.

If Compass fails to obtain a new parking agreement or fails to reduce its operations to meet Aliso Viejo Municipal Code requirements by the Termination Date, then Compass shall cease operations in the Building on or prior to the Termination Date, this Agreement shall terminate as of the Termination Date, and the City shall immediately begin revocation proceedings of the CUP for the Building.

4. No Hazardous Materials. In exercising its rights hereunder, Compass shall not use, or permit the use of, Hazardous Materials on, about, under or in the Property. Compass shall indemnify, protect, defend and hold harmless Accuride from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including, without limitation, attorneys' fees, costs of investigation, litigation and remedial response, arising out of any Hazardous Material used or permitted to be used by Compass on, about, under or in the Property. For the purpose of this paragraph 4, the term "Hazardous Materials"

shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

5. Liability Insurance. During the term of this Agreement, Compass shall maintain or cause to be maintained in full force and effect Commercial General Liability insurance with a combined single limit of liability of not less than Two Million Dollars ($2,000,000.00) for bodily or personal injury or death, and for property damage, arising out of any one occurrence (where said injury, death, damage, action or liability is incurred by virtue of Compass's exercise of the rights granted pursuant to this Agreement). Compass will name Accuride as additional insured on Compass's liability insurance police for the entire term of this Agreement.

6. Indemnification. Compass covenants and agrees to indemnify, defend and hold harmless Accuride, its directors, officers, partners, agents, representatives and employees from and against all claims, expenses, liabilities, loss, damage, and costs, including reasonable attorney fees, arising as a result (directly or indirectly) of or in connection with any accident, injury, loss, or damage, to any person occurring on (or resulting from acts committed on) the Property as a result of Compass's exercise of the rights granted pursuant to this Agreement. Notwithstanding anything to the contrary contained herein, Accuride shall not be entitled to indemnification for any damage, loss, injury or claim arising from the gross negligence or willful misconduct of Accuride, its lessees, sublessees, licenses, invitees or permittees.

7. No Responsibility. Accuride assumes no responsibility for any damage to person or property arising out of this Agreement. Articles left in vehicles are at the vehicle owner's risk. Compass understands and expressly agrees that Accuride is not responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to others or any other individual person injury of any nature. Compass will be responsible for all surrounding perimeter areas of the Property during Compass's use of the Property.

8. Covenants Run with the Land. This Agreement, and all of the rights, duties, powers, covenants, conditions, restrictions and obligations contained in this Agreement during the term hereof, (i) burden the Property (and are binding upon the parties and their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, occupants and all other persons acquiring the Property, or portion thereof or interest therein, whether by operation of law or in any manner whatsoever, and (ii) benefit the Building and inure to the benefit of the parties, and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, as parties, enforceable as equitable servitudes and constituting covenants running with the land pursuant to applicable law.

9. Modification of Agreement. This Agreement shall not be amended or modified, if such amendment or modification would materially affect the parking rights of the parties hereto, without first obtaining the written approval of the planning director and the city attorney of the City of Aliso Viejo.

10. Miscellaneous. This Agreement is effective and binding upon its recordation in the Official Records of the County of Orange, California. None of the terms or provisions of this Agreement create a partnership or joint venture between or among the parties. The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person. Except as otherwise specified in this Agreement, this Agreement may be modified or amended in whole or in part only by a written and properly recorded instrument, executed by the parties. Invalidation of any provision contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall not affect any other provisions hereof, or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances, or would frustrate the purposes of this Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. If a party brings an action or proceeding (including a cross-complaint, counterclaim or third party claim) against another party to enforce or interpret, or due to the breach or violation of, any provision of this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses in such action or proceeding, including reasonable attorneys' fees, which shall be payable whether or not such action or proceeding is prosecuted to judgment. For convenience, the signatures of each of the signatories may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

"Accuride"	"Compass" Compass Bible Church
	Rick Talcott, Business Administrator
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.	Date: Date:

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 201___ 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.

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.

_____
Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 201___ 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

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that certain real property located in the City of Aliso Viejo, County of Orange, State of California more particularly described as:

LOTS 12, 13, 14 AND 15 OF TRACT NO. 12903, IN THE UNINCORPORATED TERRITORY OF ALISO VIEJO, RECORDED IN BOOK 588, PAGES 37 THROUGH 41 INCLUSIVE, OFMISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY. SAID LAND IS ALSO SHOWN AS PARCELS 1 THROUGH 4 INCLUSIVE, IN THE UNINCORPORATED TERRITORY OF ALISO VIEJO, AS SHOWN ON LOT LINE ADJUSTMENT 89-057, RECORDED AUGUST 15, 1990 AS INSTRUMENT NO. 90-432546, OFFICIAL RECORDS OF ORANGE COUNTY CALIFORNA.

APN: 623-142-05

EXHIBIT B

DESCRIPTION OF THE BUILDING

All that certain real property located in the City of Aliso Viejo, County of Orange, State of California more particularly described as:

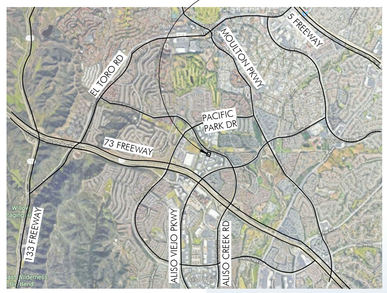
LOT 16 OF TRACT NO. 12903, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 588, PAGES 37 THROUGH 41 INCLUSIVE, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 623-143-01

EXHIBIT A1-1

LOCATION OF PARKING SPACES

VICINITY MAP



KEY PLAN



PROJECT DATA

PROJECT ADDRESS: 145 COLUMBIA
ALISO VIEJO, CA 92656

ACCESSOR'S PARCEL NUMBER: 623-143-01

GENERAL PLAN DESIGNATION: BUSINESS PARK (BP)

ZONING CLASSIFICATION: BUSINESS PARK 2 (BP-2)

LEGAL DESCRIPTION:

LOT 16 OF TRACT NO. 12903, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 588, PAGES 37 THROUGH 41 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA. EXCEPTING THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

SITE AREA: 63,457 S.F. (EXISTING - NO CHANGE)

BUILDING AREA (GROSS): 26,958 S.F. (EXISTING - NO CHANGE)

FOR COMPLETE SITE & CODE ANALYSIS, SEE SHEET A1-2

SCOPE OF WORK:

TENANT IMPROVEMENT OF EXISTING 2-STORY BUILDING; INCLUDING MINOR EXTERIOR OPENING MODIFICATION, NEW EXTERIOR PAINT, ACCENT METAL PANELS; AND DEMOLITION AND CONSTRUCTION OF INTERIOR PARTITIONS, STAIRWAYS, PLUMBING FIXTURES, EQUIPMENT, CEILINGS AND LIGHTING.

PROJECT DIRECTORY

CLIENT:

COMPASS BIBLE CHURCH
150 COLUMBIA
ALISO VIEJO, CA 92656
CONTACT: RICK TALCOTT
TEL: (949) 540-0699
EMAIL: rick@compasschurch.org

APPLICANT / ARCHITECT:

ELEMENTS ARCHITECTURE
6B LIBERTY #100
ALISO VIEJO, CA 92656
CONTACT: M. STEVEN CAMP, AIA
TEL: (949) 488-0865 X1111
EMAIL: stevec@elementsarch.com

SHEET INDEX

SHEET #	SHEET NAME
A0-1	COVER SHEET & PROJECT INFO
A1-1	SURROUNDING PARKING EXHIBIT
A1-1A	PARKING STUDY DETAILS
A1-2	ENLARGED SITE PLAN
A1-3	EXISTING SITE PHOTOS (FOR REFERENCE)
A2-1	PROPOSED FLOOR PLAN - GROUND FLOOR
A2-2	PROPOSED FLOOR PLAN - SECOND FLOOR
A2-3	ROOF PLAN
A3-1	EXTERIOR ELEVATIONS
A3-2	EXTERIOR ELEVATIONS (CONTINUED)
A3-3	EXTERIOR RENDERINGS & FINISHES
A3-4	EXTERIOR RENDERINGS & FINISHES (CONTINUED)



ARCHITECT:

ELEMENTS ARCHITECTURE

M. Steven Camp, Principal Architect
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stevec@elementsarch.com

OWNER:

COMPASS BIBLE CHURCH

Rick Talcott, Owner's Representative
150 Columbia
Aliso Viejo, CA 92656

PROJECT / LOCATION:

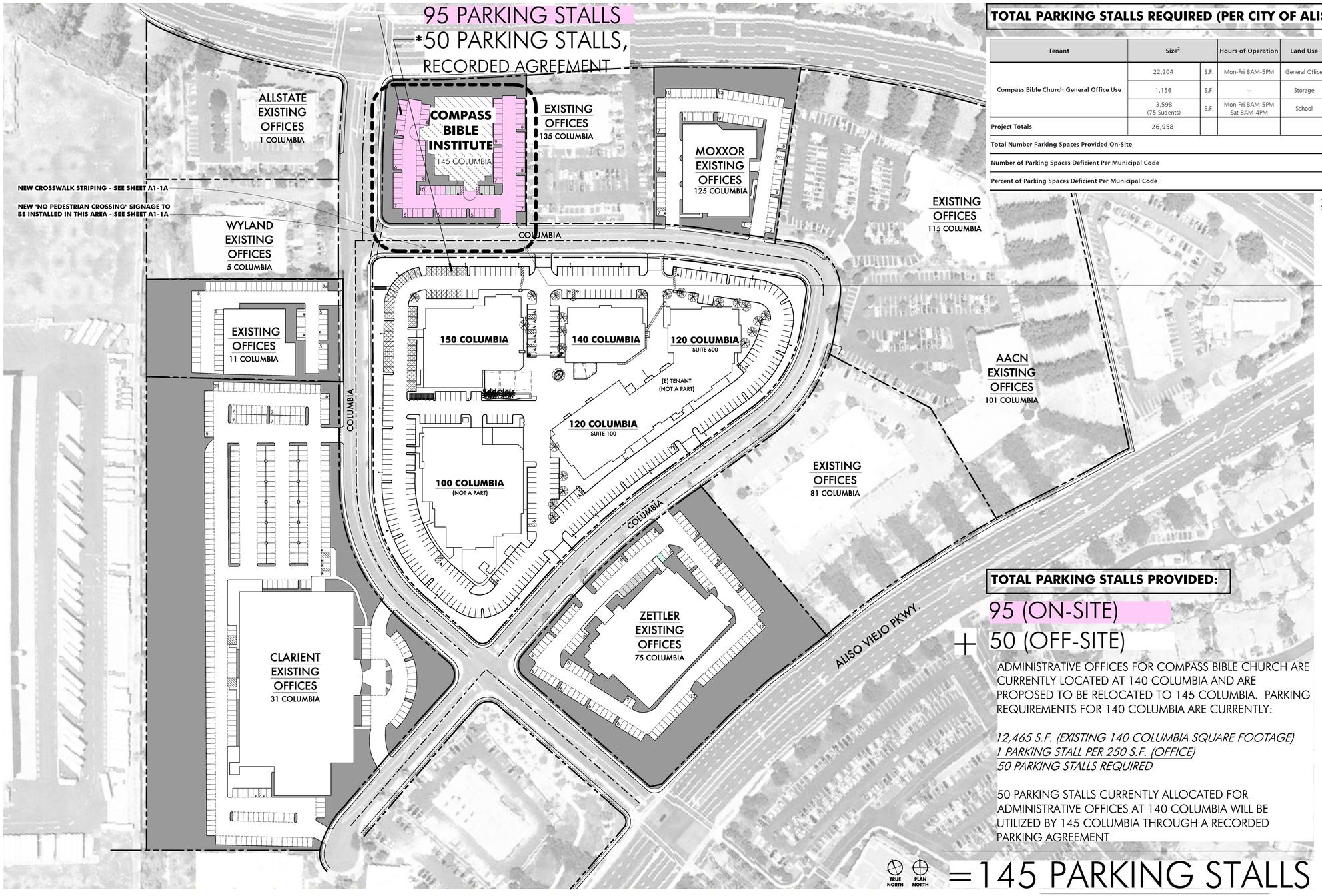
COMPASS BIBLE INSTITUTE & ADMINISTRATIVE OFFICES

145 COLUMBIA, ALISO VIEJO, CA

COVER SHEET & PROJECT INFO

A0-1

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



TOTAL PARKING STALLS REQUIRED (PER CITY OF ALISO VIEJO):

Tenant	Size[2]		Hours of Operation	Land Use	Percent of Gross Floor Area	Parking Code[1]	Number of Spaces Required
Compass Bible Church General Office Use	22,204	S.F.	Mon-Fri 8AM-5PM	General Office	82%	1 space for each 250 gfa	89
	1,156	S.F.	--	Storage	4%	1 space for each 1000 gfa	1
	3,598 (75 Sudents)	S.F.	Mon-Fri 8AM-5PM Sat 8AM-4PM	School	13%	1 space for every 1.5 Students	50
Project Totals	**26,958**				**100%**		**140**
Total Number Parking Spaces Provided On-Site							**95**
Number of Parking Spaces Deficient Per Municipal Code							**-45**
Percent of Parking Spaces Deficient Per Municipal Code							**-32.13%**

* THIS TABLE IS SHOWN FOR REFERENCE ONLY, PLEASE REFER TO PARKING STUDY BY RK ENGINEERING GROUP INC. FOR FULL ANALYSIS

PARKING STUDY NOTES:

1. SINCE THE SITE PROVIDES 95 ONSITE PARKING SPACES, THE PROJECT IS DEFICIENT PER CODE BY 45 PARKING SPACES (32%). IN ORDER TO PROVIDE SUFFICIENT PARKING FOR THE PROJECT, 45 PARKING SPACES WILL NEED TO BE AVAILABLE OFFSITE DURING WEEKDAY CONDITIONS AT ZONES A AND B (PARKING LOTS NEAR 140 AND 150 COLUMBIA.
2. A TOTAL OF THREE (3) CLASSROOMS AND 75 STUDENTS WILL BE IN OPERATION AT 145 COLUMBIA ON WEEKDAYS FROM 8:00 AM TO 10:00 PM AND SATURDAYS FROM 8:00 AM TO 4:00 PM. THE PARKING CODE REQUIREMENTS (1 SPACE PER 1.5 STUDENTS) ARE EQUAL TO 50 PARKING SPACES. DURING WEEKDAY OPERATIONS, STUDENTS ARE ENCOURAGED TO PARK WITHIN ZONES A AND B LOCATED ADJACENT TO 145 COLUMBIA AND UTILIZE THE PEDESTRIAN ROUTE IDENTIFIED IN EXHIBIT E. STUDENTS WILL BE PROVIDED WITH A PDF THAT OUTLINES THE DESIGNATED OFFSITE PARKING AREA. DUE TO THE FACT THAT THE ADMINISTRATIVE USE IS NOT IN OPERATION ON SATURDAYS, STUDENTS WILL BE ABLE TO PARK ONSITE AT 145 COLUMBIA.
3. THE PEDESTRIAN ROUTE SHALL BE WELL-LIT AND PROVIDE FOR A SECURE AND SAFE PASSAGE FOR STUDENTS. STUDENTS WILL BE INSTRUCTED TO SAFELY UTILIZE EXISTING SIDEWALKS AND CROSSWALKS AND AVOID CROSSING COLUMBIA MID-BLOCK.
4. INSTALL ONE (1) WHITE 'LADDER' TYPE OR 'CONTINENTAL' TYPE CROSSWALK ALONG THE EAST SIDE OF COLUMBIA TO CONNECT THE PEDESTRIAN ROUTE FROM ZONES A AND B TO 145 COLUMBIA.
   - A. THE CROSSWALK WILL ALLOW FOR PEDESTRIAN ACCESS TO AND FROM 145 COLUMBIA.(SEE EXHIBIT D FOR CROSSWALK DETAILS AND APPENDIX E FOR 'LADDER' TYPE OR 'CONTINENTAL' TYPE CROSSWALK DEFINED BY CALTRANS PAVEMENT MARKING CROSSWALKS)
   - B. INSTALL PEDESTRIAN CROSSING SIGNS WITH ARROW (W11-2 & W16-7P) AND AHEAD PLAQUES (W16-9P) UP TO 100 FEET AT THE BEGINNING OF THE PROPOSED PEDESTRIAN CROSSWALK APPROACH. (SEE EXHIBIT E)
   - C. KEEP ALL OBJECTS AND VEGETATION BELOW A HEIGHT OF 36" WITHIN THE LIMITED USE AREA TO IMPROVE INTERSECTION SIGHT DISTANCE.
   - D. ALL ASPECTS OF SIDEWALK ACCESS TREATMENT (CONCRETE, TRUNCATED DOMES, SLOPES) SHOULD BE UPDATED TO CURRENT ADA SPECIFICATIONS AT EACH END OF THE NEW CROSSWALK.
   - E. INSTALL AN R9-3 (NO PEDESTRIAN CROSSING) SIGN AT THE DRIVEWAY LOCATED AT 145 COLUMBIA AND THE DRIVEWAY LOCATED BETWEEN 140 AND 150 COLUMBIA TO AVOID PEDESTRIANS FROM CROSSING MID-BLOCK.
   - F. ALL CROSSWALK SIGNS SHALL HAVE PRISMATIC REFLECTIVE SHEETING.
   - G. THE PEDESTRIAN ROUTE SHALL BE WELL LIT AND PROVIDE A CLEAR PATH TO AND FROM BOTH PARKING AREAS.
5. IN ORDER TO HAVE A SUCCESSFUL PARKING MANAGEMENT PLAN, COMPASS BIBLE CHURCH SHALL COMMUNICATE AND SHARE THE RECOMMENDATIONS IN THIS REPORT WITH THE STUDENTS. A DESIGNATED TEAM MEMBER CAN BE ASSIGNED AS THE ETC (EMPLOYEE TRANSPORTATION COORDINATOR) TO ASSIST IN IMPLEMENTING AND PROMOTING THE PARKING MANAGEMENT STRATEGIES. THE DESIGNATED OFFSITE PARKING AREA FOR 145 COLUMBIA SHOULD BE POSTED IN AN INCONSPICUOUS LOCATION WITHIN THE BUILDING SO IT IS VISIBLE TO ALL STUDENTS.
6. COMPASS BIBLE CHURCH SHALL COMMUNICATE THE PARKING MANAGEMENT STRATEGIES WITH THE TENANTS SURROUNDING THE OFFSITE PARKING AREA. ESTABLISHING A GOOD LINE OF COMMUNICATION WITH OTHER TENANTS IN THE BUSINESS PARK, AS IT RELATES TO PARKING, WILL PROVIDE FOR AN EASY TRANSITION AND A FORUM TO RESOLVE POTENTIAL PARKING CONFLICTS IF THEY SHOULD OCCUR.
7. THE PARKING DEMAND AND PEDESTRIAN ROUTE SHALL BE MONITORED AFTER 90 DAYS OF OCCUPYING 145 COLUMBIA. A TWO HOUR OBSERVED PARKING STUDY DURING HOURS OF OPERATION SHALL BE COMPLETED TO ENSURE PARKING IS ADEQUATE AND NOT IMPACTING ADJACENT TENANTS. FURTHERMORE, THE PEDESTRIAN ROUTE SHALL BE REVIEWED TO ENSURE THE CROSSWALK IS BEING UTILIZED BY STUDENTS.

TOTAL PARKING STALLS PROVIDED:

95 (ON-SITE)

\+ 50 (OFF-SITE)

ADMINISTRATIVE OFFICES FOR COMPASS BIBLE CHURCH ARE CURRENTLY LOCATED AT 140 COLUMBIA AND ARE PROPOSED TO BE RELOCATED TO 145 COLUMBIA. PARKING REQUIREMENTS FOR 140 COLUMBIA ARE CURRENTLY:

12,465 S.F. (EXISTING 140 COLUMBIA SQUARE FOOTAGE)
1 PARKING STALL PER 250 S.F. (OFFICE)
50 PARKING STALLS REQUIRED

50 PARKING STALLS CURRENTLY ALLOCATED FOR ADMINISTRATIVE OFFICES AT 140 COLUMBIA WILL BE UTILIZED BY 145 COLUMBIA THROUGH A RECORDED PARKING AGREEMENT

=145 PARKING STALLS

OVERALL SITE AERIAL PLAN | 1"=60'-0"

FOR REFERENCE ONLY

SURROUNDING PARKING EXHIBIT

ARCHITECT:
ELEMENTS ARCHITECTURE
M. Steven Camp, Principal Architect
68 Liberty #100, Aliso Viejo, CA 92656
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www.elementsarch.com
stevec@elementsarch.com

OWNER:
COMPASS BIBLE CHURCH
Rick Talcott, Owner's Representative
150 Columbia
Aliso Viejo, CA 92656

PROJECT / LOCATION:

COMPASS BIBLE INSTITUTE & ADMINISTRATIVE OFFICES

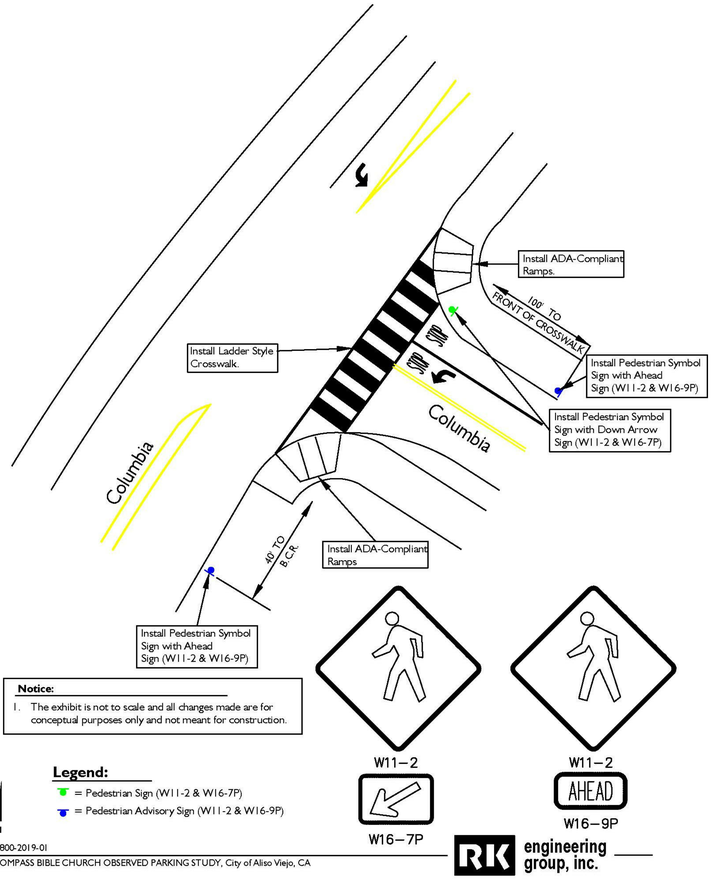
145 COLUMBIA, ALISO VIEJO, CA

A1-1

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019

Exhibit E-1

Crosswalk Detail (Columbia (NS) at Columbia (EW))



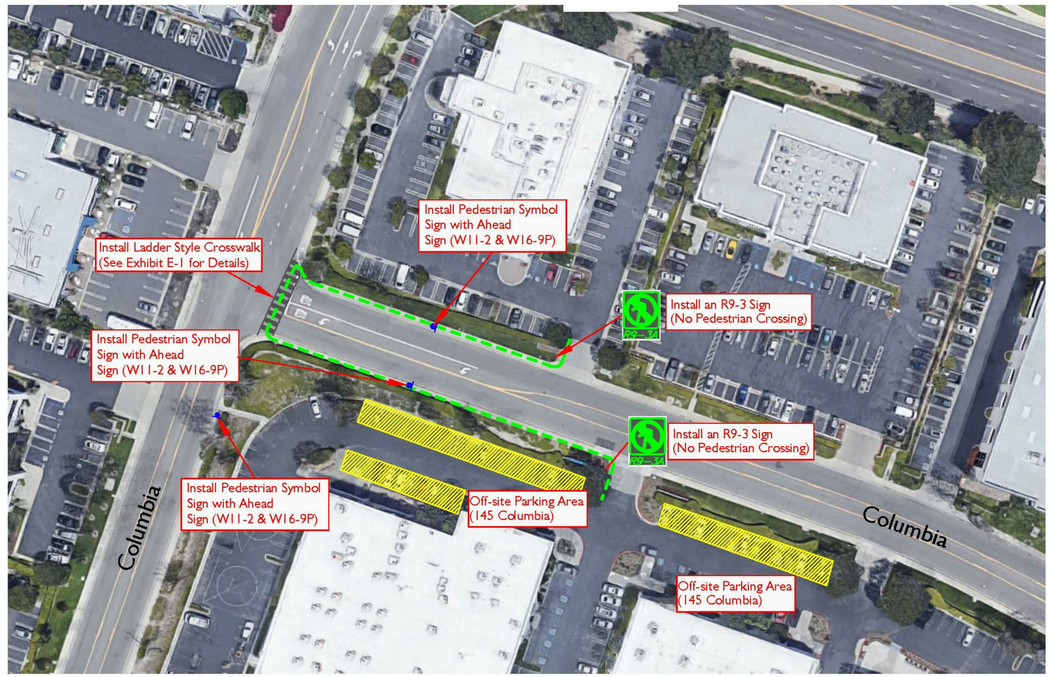
2800-2019-01
COMPASS BIBLE CHURCH OBSERVED PARKING STUDY, City of Aliso Viejo, CA

RK engineering group, inc.

CROSSWALK STRIPING

Exhibit E-2

Recommendations



2808-2019-01
145 COLUMBIA PARKING ANALYSIS FOR COMPASS BIBLE CHURCH, City of Aliso Viejo, CA

RK engineering group, inc.

"NO PEDESTRIAN CROSSING" SIGNAGE

ARCHITECT:
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145 COLUMBIA, ALISO VIEJO, CA

PARKING STUDY DETAILS

A1-1A

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



CODE ANALYSIS

GENERAL PLAN DESIGNATION (EXISTING):	BP		
ZONING (EXISTING):	BP-2		
TOTAL SITE AREA (EXISTING):	63,457 S.F.		
TOTAL BUILDING AREA (EXISTING):	26,958 S.F.		
COVERAGE (EXISTING):	42.4%		
	REQUIREMENT	**EXISTING**	**PROPOSED**
STRUCTURE HEIGHTS:	45'	34'	NO CHANGE
NON-RESIDENTIAL FLOOR AREA RATIO:	1.0	<1	NO CHANGE
NON-RESIDENTIAL BUILDING SETBACKS: FROM AERTERIAL HIGHWAYS (FT)	30'	N/A	N/A
FROM LOCAL NONRESIDENTIAL STREETS	15'	32' MIN	NO CHANGE
FROM RESIDENTIAL STREETS	40'	N/A	N/A
FROM ABUTTING PARCELS IN RESIDENTIAL, OS AND OR DISTRICTS	40'	N/A	N/A
FROM ABUTTING NON-RESIDENTIAL	10'	N/A	N/A
FROM INTERIOR PROPERTY LINES	0'	66'	NO CHANGE
NON-RESIDENTIAL INTERIOR LANDSCAPING:	2.5% NET PROJECT AREA	9.6%	7.9%
NET PROJECT AREA: INTERIOR LANDSCAPING:		52,960 SF 5,072 SF	52,960 SF 4,175 SF
NON-RESIDENTIAL BOUNDARY LANDSCAPING:	MIN AVG DEPTH =10	UNKNOWN	NO CHANGE
DROUGHT TOLERANT:	50%	UNKNOWN	NO CHANGE
PARKING*:	140	95 (ONSITE) 50 (COLUMBIA CORP. CENTER)	145

**SEE SHEET A1-1 FOR COMPLETE PARKING ANALYSIS & TABULATION*

SURVEY INFORMATION

ACCESSOR'S PARCEL NUMBER: 623-143-01

LAND AREA: 63,457 SQUARE FEET (1.46 ACRES)

LEGAL DESCRIPTION:

LOT 16 OF TRACT NO. 12903, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 588, PAGES 37 THROUGH 41 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM, ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, AND OTHER HYDROCARBON SUBSTANCES BY WHATEVER NAME KNOWN, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND NOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN INSTRUMENTS OF RECORD.

BASIS OF BEARINGS:

THE BEARING OF N 70 DEGREES 03'00" W ALONG THE CENTERLINE OF COLUMBIA PER TRACT NO. 12903, BOOK 588, PAGES 37-41 OF MISCELLANEOUS MAPS, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

1" = 20'-0"

ENLARGED SITE PLAN

A1-2

ARCHITECT:

ELEMENTS ARCHITECTURE

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OWNER:

COMPASS BIBLE CHURCH

Rick Talcott, Owner's Representative
150 Columbia
Aliso Viejo, CA 92656

PROJECT / LOCATION:

COMPASS BIBLE INSTITUTE & ADMINISTRATIVE OFFICES
145 COLUMBIA, ALISO VIEJO, CA

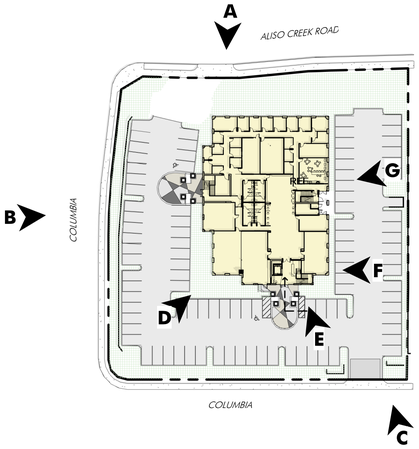
C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



EXISTING PHOTO A



EXISTING PHOTO D



KEY SITE PLAN

1" = 60'-0"



EXISTING PHOTO B



EXISTING PHOTO E



EXISTING PHOTO C



EXISTING PHOTO F



EXISTING PHOTO G

EXISTING SITE PHOTOS (FOR REFERENCE)

ARCHITECT:

ELEMENTS ARCHITECTURE

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Aliso Viejo, CA 92656

PROJECT / LOCATION:

COMPASS BIBLE INSTITUTE & ADMINISTRATIVE OFFICES

145 COLUMBIA, ALISO VIEJO, CA

A1-3

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



LEGEND

- GENERAL OFFICE & WORK AREAS
- CONFERENCE & TRAINING ROOMS
- UTILITY / STORAGE
- CIRCULATION

1/8" = 1'-0"

PROPOSED FLOOR PLAN - GROUND FLOOR

ARCHITECT:

ELEMENTS ARCHITECTURE

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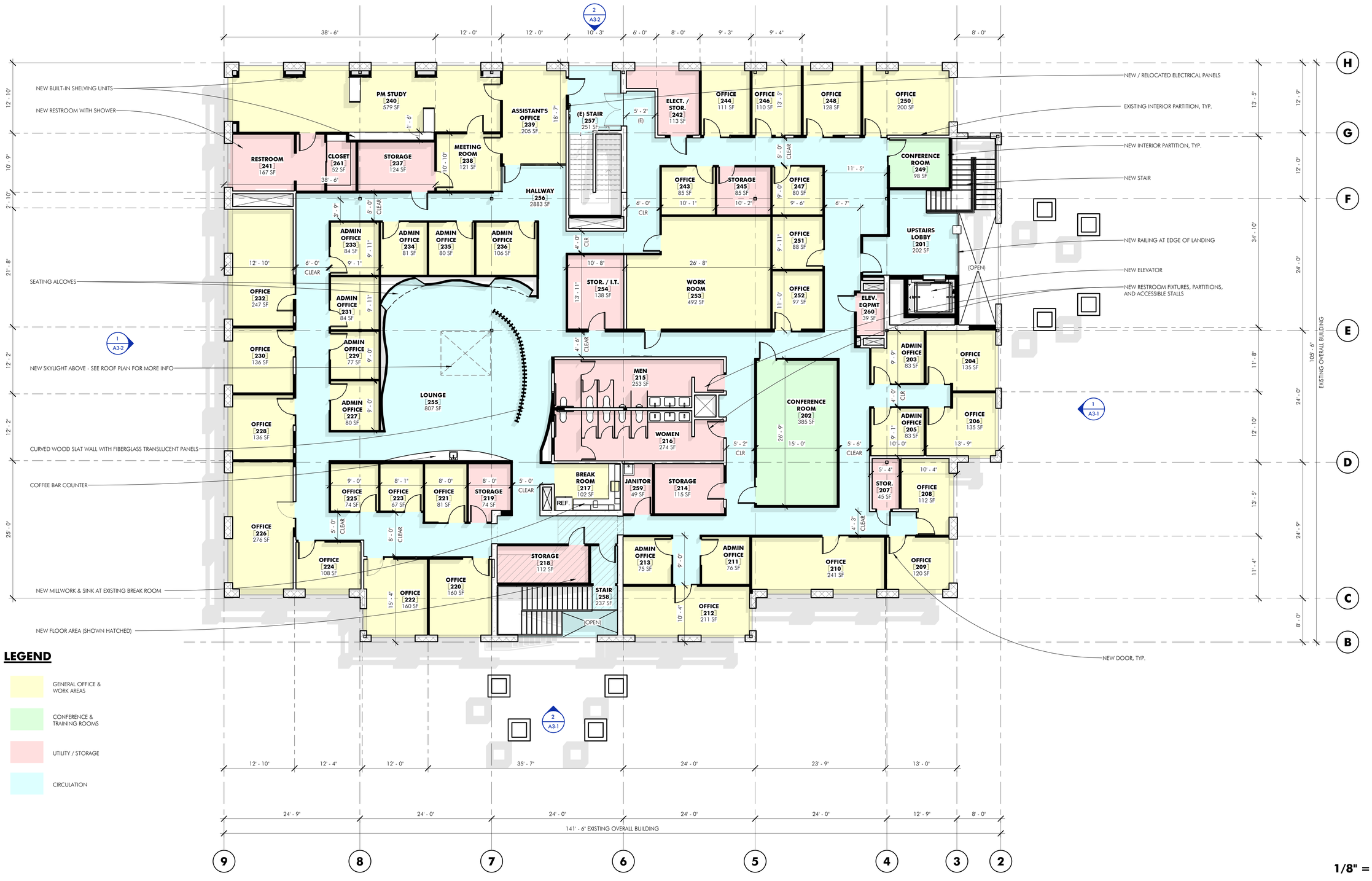
PROJECT / LOCATION:

COMPASS BIBLE INSTITUTE & ADMINISTRATIVE OFFICES

145 COLUMBIA, ALISO VIEJO, CA

A2-1

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



LEGEND

- GENERAL OFFICE & WORK AREAS
- CONFERENCE & TRAINING ROOMS
- UTILITY / STORAGE
- CIRCULATION

1/8" = 1'-0"

PROPOSED FLOOR PLAN - SECOND FLOOR

ARCHITECT:
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Rick Talcott, Owner's Representative
150 Columbia
Aliso Viejo, CA 92656

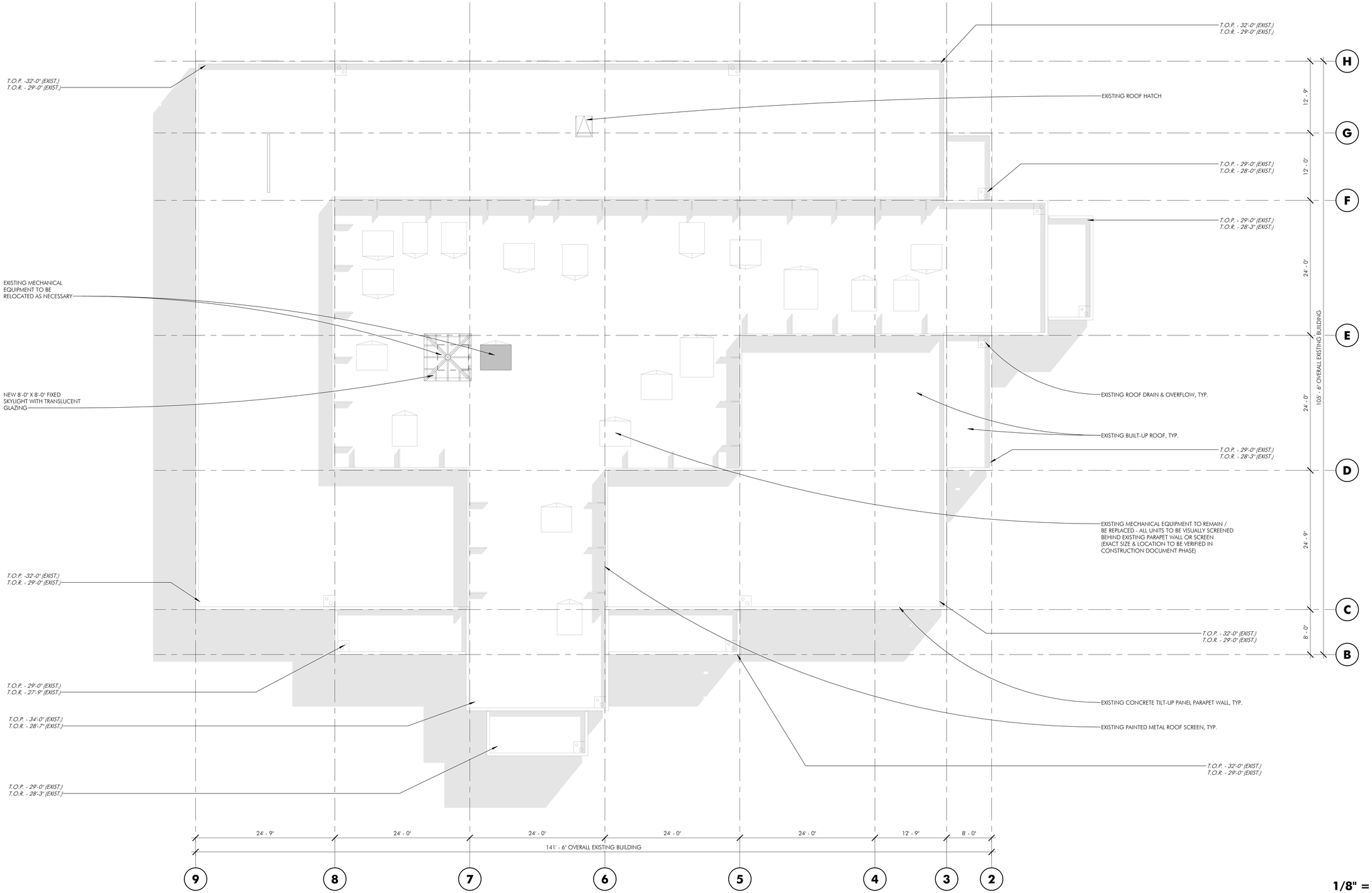
PROJECT / LOCATION:

COMPASS BIBLE INSTITUTE & ADMINISTRATIVE OFFICES

145 COLUMBIA, ALISO VIEJO, CA

A2-2

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



1/8" = 1'-0"

ROOF PLAN

ARCHITECT:

ELEMENTS ARCHITECTURE

M. Steven Camp, Principal Architect
6B Liberty #100, Aliso Viejo, CA 92656
Tel. 949.488.0865, Fax. 949.488.0864
www.elementsarch.com
stevec@elementsarch.com

OWNER:

COMPASS BIBLE CHURCH

Rick Talcott, Owner's Representative
150 Columbia
Aliso Viejo, CA 92656

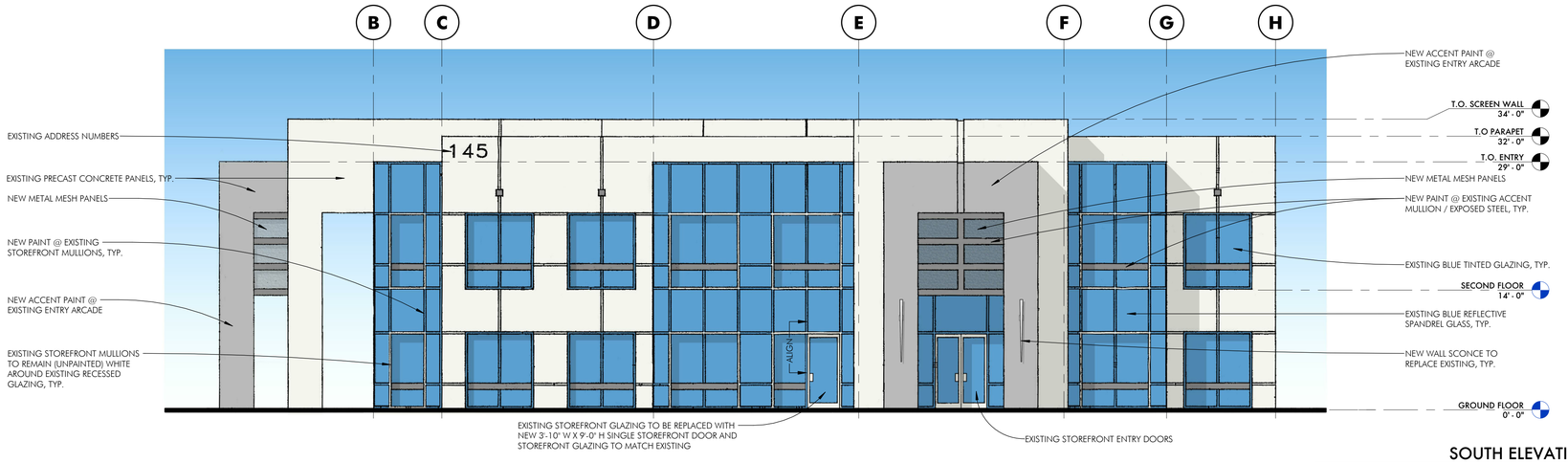
PROJECT / LOCATION:

COMPASS BIBLE INSTITUTE & ADMINISTRATIVE OFFICES

145 COLUMBIA, ALISO VIEJO, CA

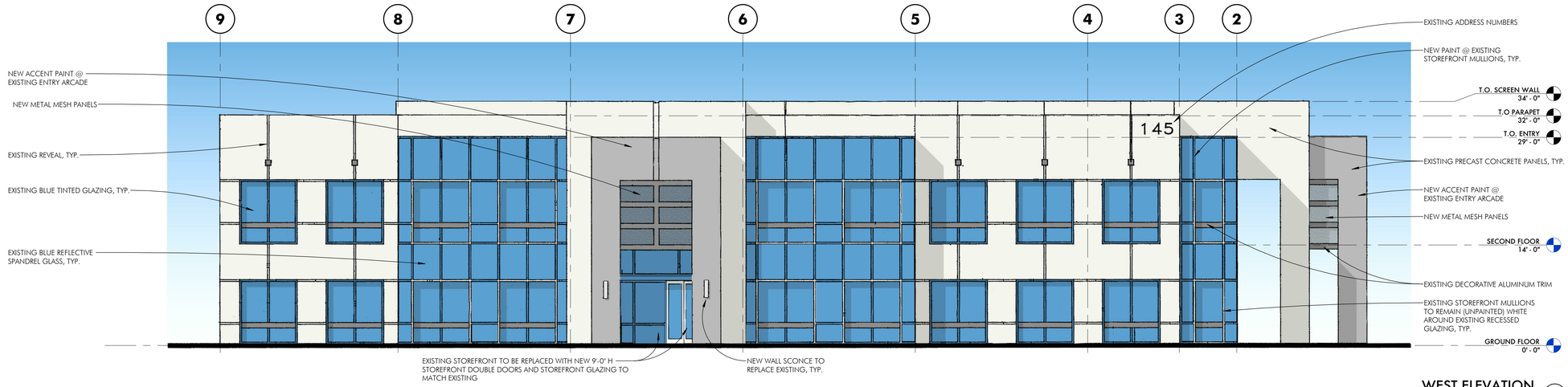
A2-3

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



SOUTH ELEVATION 1

1/8" = 1'-0"



WEST ELEVATION 2

1/8" = 1'-0"

NOTE: EXTERIOR SIGNAGE IS N.A.P. - ANY PROPOSED SIGNAGE WILL BE SUBMITTED UNDER A SEPARATE PERMIT

ARCHITECT:

ELEMENTS ARCHITECTURE

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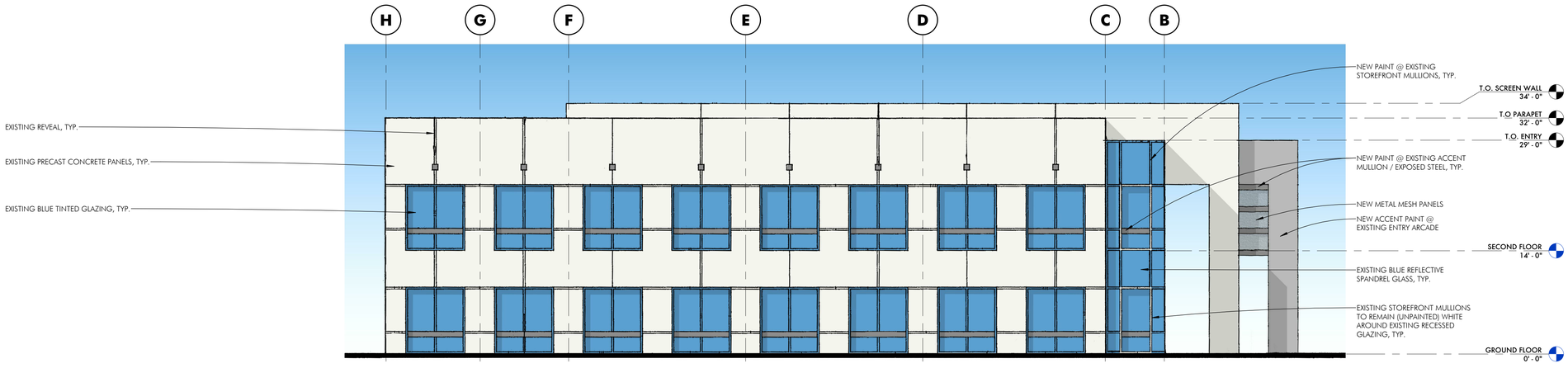
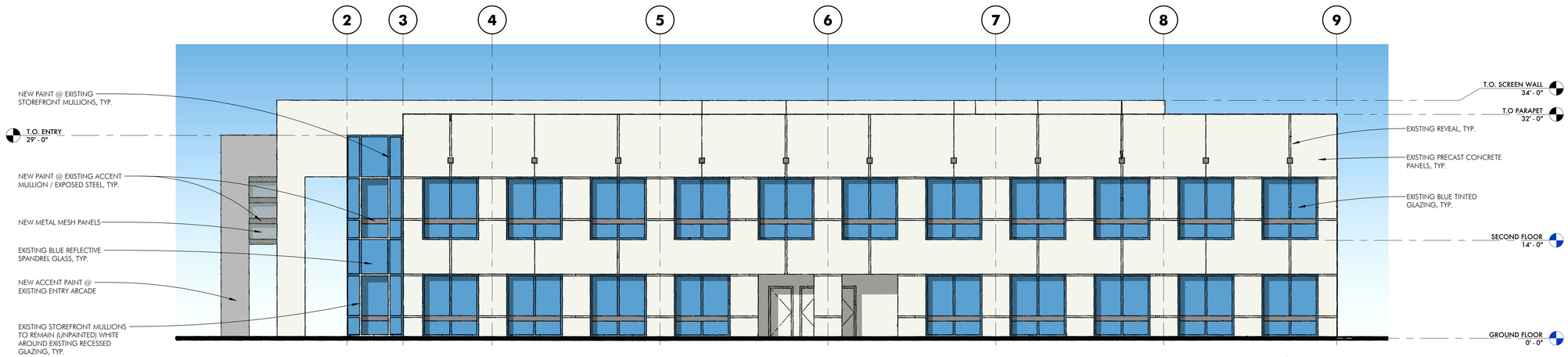
EXTERIOR ELEVATIONS

A3-1

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



NORTH ELEVATION (1)
1/8" = 1'-0"



EAST ELEVATION (2)
1/8" = 1'-0"

NOTE: EXTERIOR SIGNAGE IS N.A.P. - ANY PROPOSED SIGNAGE WILL BE SUBMITTED UNDER A SEPARATE PERMIT

EXTERIOR ELEVATIONS (CONTINUED)

ARCHITECT:

ELEMENTS ARCHITECTURE

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145 COLUMBIA, ALISO VIEJO, CA

A3-2

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



EXISTING SOUTH ELEVATION

THE PROPOSED EXTERIOR IMPROVEMENTS TO THE FRONT ELEVATION OF THE EXISTING BUILDING WILL INCLUDE NEW PAINT, NEW METAL WIRE MESH AT THE BUILDING ENTRY, AND NEW WALL SCONCES TO REPLACE THE EXISTING LIGHT FIXTURES.



PROPOSED SOUTH ELEVATION

PROPOSED SOUTHWEST CORNER

PROPOSED

EXTERIOR RENDERINGS & FINISHES

ARCHITECT:

ELEMENTS ARCHITECTURE

M. Steven Camp, Principal Architect
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stevec@elementsarch.com

OWNER:

COMPASS BIBLE CHURCH

Rick Talcott, Owner's Representative
150 Columbia
Aliso Viejo, CA 92656

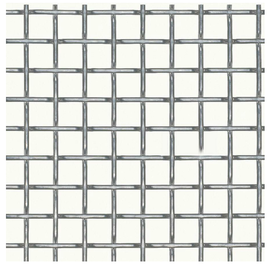
PROJECT / LOCATION:

COMPASS BIBLE INSTITUTE & ADMINISTRATIVE OFFICES

145 COLUMBIA, ALISO VIEJO, CA

A3-3

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019



MCNICHOLS, 'TECHNA' 8165, STAINLESS STEEL, 70% OPEN AREA

METAL WIRE MESH



MODERN FORMS, 70", STAFF, STAINLESS STEEL

EXTERIOR WALL SCONCE
AT MAIN (SOUTH) ENTRY



MODERN FORMS,16", URBAN, WHITE

EXTERIOR WALL SCONCE
AT SECONDARY (WEST) ENTRY



PROPOSED SOUTH ELEVATION

SW 7602
Indigo Batik
Interior / Exterior
Locator Number: 224-C7

STOREFRONT MULLION, TYP.

SW 7068
Grizzle Gray
Interior / Exterior
Locator Number: 236-C6

EXPOSED STEEL & STOREFRONT MULLION ACCENT

SW 7067
Cityscape
Interior / Exterior
Locator Number: 236-C5

EXTERIOR WALL ACCENT

PAINT COLORS

EXTERIOR RENDERINGS & FINISHES (CONTINUED)

ARCHITECT:
ELEMENTS ARCHITECTURE
M. Steven Camp, Principal Architect
6B Liberty #100, Aliso Viejo, CA 92656
Tel. 949.488.0865, Fax. 949.488.0864
www.elementsarch.com
stevec@elementsarch.com

OWNER:
COMPASS BIBLE CHURCH
Rick Talcott, Owner's Representative
150 Columbia
Aliso Viejo, CA 92656

PROJECT / LOCATION:
COMPASS BIBLE INSTITUTE & ADMINISTRATIVE OFFICES
145 COLUMBIA, ALISO VIEJO, CA

A3-4

C.U.P. UPDATED PACKAGE - OCTOBER 2, 2019

City of Aliso Viejo
AGENDA ITEM

DATE: October 21, 2020

TO: Mayor and City Council

FROM: Omar Dadabhoy, Community Development Director

SUBJECT: ORDINANCE AMENDING TITLE 15 OF THE CITY OF ALISO VIEJO MUNICIPAL CODE RELATING TO MEDICAL USES IN THE TOWN CENTER COMMERCIAL (CT) ZONE

Recommended Actions:

1. Find that the proposed amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA guidelines, because it will not result in a direct or reasonable foreseeable indirect physical change in the environment as there is no possibility that it may have a significant effect on the environment and because it is not a project as defined in Section 15378 of the CEQA guidelines.

2. Introduce an Ordinance (Attachment 1) entitled:

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING TABLE 15.18.020 OF SECTION 15.18.020 OF CHAPTER 15.18 OF THE ALISO VIEJO MUNICIPAL CODE, "PERMITTED USES IN NONRESIDENTIAL DISTRICTS REGARDING OUTPATIENT MEDICAL USES IN THE TOWN CENTER COMMERCIAL (CT) ZONING DISTRICT.

Fiscal Impact:

None

Background:

At their regularly scheduled meeting on June 17, 2020, the City Council directed Staff to prepare an ordinance which would limit the amount of medical uses permitted in the Town Center Commercial (CT) zone.

The public hearing for the item was opened at the City Council's regularly scheduled meeting on September 16, 2020. At that meeting, the City Council directed Staff to make certain modifications to the Ordinance and continued the public hearing to October 21,

2020 to allow Staff time to complete their research and make recommendations as appropriate.

Discussion:

Due to a concern over the City's limited amount of retail space converting into medical uses, the City Council directed Staff to prepare an ordinance limiting the amount of medical uses that can be permitted in the Town Center.

According to research conducted by Planning Division Staff, there is a total of 506,674 square feet of building space in the Town Center Commercial (CT) Zone. Of the total square footage, approximately 10.9% or 55,073 square feet of medical uses have been approved. Of the existing medical uses, 17,171 square feet are located on the first floor and 37,902 square feet are on second and third floors.

The original draft ordinance presented to the City Council on September 16, 2020, set a maximum of 60,000 square feet of total medical use space in the CT Zone. During the course of that meeting, the City Council directed staff to revise the ordinance to limit the square footage of medical uses only on the first floor. This would preserve the first floor for commercial and retail uses, which is their optimal location.

The revised ordinance would set a cap on the total square footage of medical uses permitted on the first floor of buildings within the CT Zone to 20,000. This would allow for some additional square footage on the first floor either through an expansion of an existing use or a new user. The cap would be established in Table 15.18.020 Permitted uses in the nonresidential districts of the Aliso Viejo Municipal Code. An amendment is proposed to Footnote 5, which would limit outpatient medical uses in the CT Zone to a total of 20,000 square feet on the first floor. No limitation would be placed on building space above the first floor.

Environmental:

Section 15061(b)(3) of the CEQA Guidelines establishes a statutory exemption for the adoption of an ordinance because it will not result in a direct or reasonably foreseeable indirection physical change in the environment because there is no possibility that it may have a significant effect on the environment and because it is not a "project" as the term in defined in Section 15378 of the State CEQA Guidelines. The proposed Code amendment qualifies for this exemption.

Public Notice:

In accordance with the requirements of Government Code section 65090, the ordinance was noticed in a newspaper of general circulation. The original public hearing date was set for September 16, 2020. At that meeting, the City Council opened the public hearing and continued the item to a date certain: October 21, 2020. Notice of the continued public hearing was posted in accordance with Government Code Section 54955.1.

City Attorney:

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

Attachment:

1. Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING TABLE 15.18.020 OF SECTION 15.18.020 OF CHAPTER 15.18 OF THE ALISO VIEJO MUNICIPAL CODE, "PERMITTED USES IN NONRESIDENTIAL DISTRICTS," REGARDING OUTPATIENT MEDICAL USES IN THE TOWN CENTER COMMERCIAL (CT) ZONING DISTRICT

WHEREAS, the City of Aliso Viejo, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, Chapter 15.18 of the Aliso Viejo Municipal Code designates the Town Center Commercial (CT) Zoning District as providing "large-scale community and regional-serving commercial uses"; and

WHEREAS, Chapter 15.18 of the Aliso Viejo Municipal Code provides that the CT Zoning District is to serve as "a mixed use center intended to function as the community's urban core, central business district and community shopping area"; and

WHEREAS, there has been a growth in the number of outpatient medical office type uses in the CT Zoning District; and

WHEREAS, the City Council of the City of Aliso Viejo desires to preserve the original intent of the CT Zoning District by ensuring a mix of uses and maintaining a "community shopping area"; and

WHEREAS, the City considered the proposed Ordinance at a public hearing on September 16, 2020, requested refinements to the draft Ordinance, and continued the public hearing to October 21, 2020; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO DOES ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. The following findings are made pursuant to AVMC 15.78.050 in support of this Zoning Code Amendment:

A. Public Welfare. Approval of the code amendment will not create conditions materially detrimental to the public health, safety and general welfare.

There are numerous opportunities and land available for additional medical uses to establish throughout the City's zoning districts, including the CT Zone. Over 10 percent

of the CT Zone is already used for medical uses, providing diverse range of health-related uses. Given the current availability of medical uses and the ability to establish new medical uses in the CT Zone and other zoning districts, approval of this ordinance will not create conditions materially detrimental to the public health, safety and general welfare.

B. General Plan Consistency. The code amendment is consistent with the goals, objectives, and policies of the general plan and any applicable specific plan.

The ordinance is consistent with the goals, objectives and policies of the General Plan, including Goal LU-1, "Provide a diverse mix of land uses to meet the future needs of all residents and the business community," and Policy LU-1.2, "Attract a broad range of additional retail, medical, and office uses providing employment at all income levels and making a positive contribution to the City's tax base." Residents cannot meet significant portions of their retail needs from retail outlets based in Aliso Viejo and must instead spend their tax dollars in adjacent communities. This ordinance would maintain a diversity of land uses and balance of retail, medical and office uses.

SECTION 3. Table 15.18.020 of Section 15.18.020, "Permitted uses in nonresidential districts," of Chapter 15.18 of the Aliso Viejo Municipal Code is hereby amended in part to read as follows:

Land Use	CT Town Center Commercial	CC Community Commercial	CN Neighborhood Commercial	PO Professional Office	BP-1 Business Park – 1	BP-2 Business Park – 2
Outpatient medical uses, small (five or fewer clients on premises at a given time)[5]	C	C	C	P	P	P
Outpatient medical uses, large (six or more clients on premises at a given time)[5]	C	C	NP	C	C	C

[5] Outpatient medical uses, small and large, located in the first story of buildings in the Town Center Commercial (CT) Zone shall be limited to a total of 20,000 square feet. Health facilities and outpatient medical uses in all zoning districts, including the "Health facilities and outpatient medical uses overlay district" are also subject to specific permitting and regulating provisions found in AVMC 15.22.220.

SECTION 4. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Aliso Viejo hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a).) Further, this Ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) The City Council hereby directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption within five working days of first reading, and again after second reading, of this ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

SECTION 7. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City.

[*Signatures on following page*]

SIGNATURE PAGE TO ORDINANCE NO. 2020-_____

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Aliso Viejo, California, at a regular meeting of the City Council held on the 4th day of November 2020.

_____
Mike Munzing
Mayor

ATTEST:

_____
Mitzi Ortiz, CMC
City Clerk

APPROVED AS TO FORM:

_____
Scott C. Smith
City Attorney

City of Aliso Viejo
AGENDA ITEM

DATE: October 21, 2020

TO: Mayor and City Council

FROM: Omar Dadabhoy, Community Development Director

SUBJECT: ORDINANCE ADDING CHAPTER 7.60 REQUIRING REPLACEMENT OF TREES REMOVED IN THE CITY

Recommended Actions:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15308 as the project relates actions related to the protection of the environment; and

2. Introduce an Ordinance (Attachment 1) entitled:

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING CHAPTER 7.60 TREE REMOVAL AND REPLACEMENT PERMIT TO THE ALISO VIEJO MUNICIPAL CODE.

Fiscal Impact:

Processing of proposed tree removal and replacement permits would be completed by Staff. If the proposed ordinance is approved, Staff would present the City Council with a resolution to establish a fee for processing of permits.

Background:

The City Council directed Staff to prepare an ordinance requiring replacement of trees removed in the City. This direction was provided, in part, due to the waning of the City's urban forest over time as trees are removed due to various reasons and the more recent emergence of a beetle infestation of local pine trees which has left the City with a number of trees which are either dead or dying. Without an ordinance requiring replacement of these trees, the decline in the number of trees in the City will intensify in the coming years.

As this will mainly impact associations and sub associations in the City as well as businesses, the City met with AVCA and the Chamber of Commerce to discuss and allow for input.

Discussion:

The proposed ordinance would require that a permit be obtained and that replacement trees be provided when a tree is removed. Exempted from these requirements would-be single-family homes (including townhomes and condos), trees with a trunk diameter of less than four inches, trees removed due to conflicts with utility lines and removal to comply with OCFA guidelines in Very High Fire Severity Zones. Below are the requirements for removing and replacing trees as proposed in the ordinance.

- Replacement requirements:
    - If a tree with a diameter greater than four inches is removed, it must be replaced with a similar 24-inch box tree. If a smaller tree is required or necessary, two 15-gallon trees may be planted instead. Conversely, if a larger tree is desired, a ratio of 0.5 to 1 may be used.
    - If a permit is not obtained, the number of trees required is doubled.
    - If the development site is inadequate in size to accommodate some or all of the required trees, the surplus trees shall be planted on public property in the immediate vicinity.
- Self-certification – Residential and commercial associations would be required to submit a report annually stating the number and location of trees removed/altered and similar information regarding the replacement trees.
    - Reports would be submitted beginning January 1, 2022. Associations would have 45 days from the end of the calendar year to submit reports.
    - If significant errors are found on reports, an association could be placed on probation. If significant errors persist for a two-year rolling period, the association may no longer be allowed to self-certify.
- Permit Requirement – A tree removal and replacement permit would generally be required for removal of trees in areas that are not exempted, not under the control of an association or for associations no longer allowed to self-certify.
    - Permit Options:
        - One-time permit – To be obtained each time a tree is proposed for removal
        - New development proposals – Can be incorporated into development proposal with no additional permit required
        - Annual permits – Can include all anticipated activity for a 12-month period with up to four amendments per year

Public Outreach and Input

As part of the process of developing the proposed ordinance, staff first collaborated with AVCA, which resulted in a number of modifications. This includes the ability for larger associations to self-certify (not requiring a permit issued by the City), the ability to obtain

an annual permit, the ability to remove trees on an emergency basis and reducing violations from a misdemeanor to an infraction.

Subsequently, staff mailed the draft ordinance and cover letter to all associations in the City. As part of that process, a number of associations shared the information with their homeowners. Homeowners were mainly concerned with the impact to single family homes. The draft ordinance provided to the associations exempted single family homes, however, additional language has been added to ensure clarity on this issue. Staff was also contacted by three residents in support of the draft ordinance.

Staff also received substantive comments from associations and homeowners. Staff reviewed the comments and amended the draft ordinance as appropriate. The following are some of the changes made to the ordinance based on the community input received:

- Although they are commonly understood terms, staff added definitions for “Project” and “Property” as they relate to this ordinance
- Clarification that single-family homes, including townhomes and condominiums are exempt
- An exemption from the permit for trees removed in Very High Fire Severity Zones and per OCFA guidelines
- Originally, the draft ordinance required that two new 24-inch box trees be provided for each six inches of the diameter of a removed tree. Based on concerns regarding the costs of adding trees, this requirement was substituted with a simple one-for-one replacement requirement. Now, the ordinance would require that each tree removed be replaced with at least a 24-inch box tree. Staff believes this continues to meet the City Council’s objective of ensuring that the number of trees in the City does not diminish over time
- Based on numerous concerns regarding the need to obtain a permit, all associations would now be permitted to self-certify
- No fee would be required for self-certification
- Reduced amount of information required for self-certification reports and permits

An additional comment requesting that trees that were removed to protect public property not be replaced did not result in modifications to the ordinance. As proposed, trees do not require replacement in the exact location they were removed and instead, can be planted in more appropriate locations under the association’s control. Comments regarding allowing for smaller than 24-inch box trees and paying in-lieu fees also did not result in modifications. The ordinance already allows for smaller than 24-inch trees, as necessary. In addition, while the payment of in-lieu fees has its merits, this concept will need further review and research. Staff proposes that if during implementation it is found that associations are experiencing difficulty in replacing trees, that an in-lieu system be considered.

Environmental:

Staff has reviewed the project for conformance with the California Environmental Quality Act (CEQA) and determined that the activity is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to Section 15308 as the project relates to actions related to the protection of the environment.

Public Notice:

Public Notice was provided through the normal agenda posting process. The original Draft Ordinance was also mailed to all associations and sub associations in the City.

City Attorney:

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

Attachments:

1. Draft Ordinance
2. PowerPoint Presentation
3. Public Comments received (regarding prior draft ordinance)

ORDINANCE NO. 2020-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING CHAPTER 7.60 TREE REMOVAL AND REPLACEMENT PERMIT TO THE ALISO VIEJO MUNICIPAL CODE

WHEREAS, the City of Aliso Viejo ("City") is authorized to protect the health, welfare, and safety of its residents pursuant to its police power; and

WHEREAS, the City recognizes its role as a steward of the natural and biological resources within the City's jurisdiction; and

WHEREAS, the City's General Plan includes policies to protect sensitive habitat areas and vegetation throughout the City; and

WHEREAS, the City recognizes the role that trees play in reducing air and noise pollution, saving energy by shading and cooling, furnishing habitat for wildlife, enhancing aesthetics of a property, and contributing to community image, pride, and quality of life; and

WHEREAS, over time, trees have been removed from the City's inventory and have not been replaced; and

WHEREAS, the City desires to protect its remaining trees and the quality of life for its residents.

THE CITY COUNCIL OF THE CITY OF ALISO VIEJO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that this project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, section 15308, actions by regulatory agencies for protection of the environment. Specifically, the proposed Ordinance involves an action taken by a regulatory agency (the City) to assure the maintenance, restoration, enhancement, and/or protection of the environment, that is trees within the City's jurisdiction. The City wishes to preserve, and enhance, the quality of existing tree cover in the City and to curtail the haphazard removal of mature and valuable trees from within the City. The proposed Ordinance involves the establishment of tree removal standards, rather than a relaxation of standards. Thus, the Ordinance itself is an action to protect the environment and thus is categorically exempt from CEQA on this ground.

Moreover, and in the alternative, the City Council finds that the proposed project is categorically exempt from CEQA pursuant to State CEQA Guidelines, section 15304, Class 4, as the proposed Ordinance is related to Minor Alteration to Land. Here, the Ordinance regulates the alteration, removal and relocation of vegetation in the form of trees which would ultimately be replaced if removed. The proposed Ordinance does not identify any specific tree for removal, and the City does not have any scenic trees

designated within its boundaries. Thus, the proposed Ordinance would be exempt from CEQA on this ground also.

The City Council finds that each of the exemptions cited above is independently sufficient to exempt the whole of its action – adoption of the Ordinance – from CEQA review.

Finally, the City Council finds that none of the exceptions to the categorical exemptions in State CEQA Guidelines, section 15300.2 is applicable. Specifically, the Project will not result in a cumulative impact from successive projects of the same type in the same place, over time. Similarly, there are no unusual circumstances surrounding the Project that results in a reasonable possibility of a significant effect on the environment. Likewise, the Project will not damage scenic resources, including trees – it would in fact seek to preserve and protect trees within the City – historic buildings, rock outcroppings, or similar resources, as the site is already developed. Moreover, the proposed Ordinance does not call out any specific site for tree removal and thus there is no one site to evaluate under Section 65962.5 of the Government Code. Finally, the proposed Ordinance would not cause a substantial adverse change in the significance of an historical resource. Thus, Classes 8 and 4 exemptions apply, and no further environmental review is required.

SECTION 2. Chapter 7.60 is hereby added to Title 7, Health and Safety, of the Aliso Viejo Municipal Code as provided in Exhibit "A" of this ordinance. Exhibits "A" is attached hereto and incorporated herein by reference.

SECTION 3. Conflicting Regulations. Upon the effective date of this ordinance, all former ordinances or parts thereof that conflict with or are inconsistent with the provisions of this ordinance are repealed and declared to be of no further force and effect.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. Restatement of Existing Law. The adoption of this ordinance shall not, in any manner, affect the prosecution for violation of ordinances adopted prior to its effective date or be construed as a waiver of any of the penalty or penal provisions applicable to such violation.

SECTION 6. Effective Date. This ordinance takes effect 30 days after its adoption.

SECTION 7. Publication. The City Clerk shall publish this ordinance within 15 days of its adoption in accordance with California Government Code section 36933.

SECTION 8. Notice of Exemption. The City Council hereby directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption within five working days of first reading, and again after second reading, of this ordinance.

SECTION 9. Location and Custodian of Records. The documents and materials associated with this ordinance that constitute the record of proceedings on which these findings are based are located at Aliso Viejo City Hall, 12 Journey, Suite 100, Aliso Viejo, California 92656. The Director of Community Development is the custodian of the record of proceedings.

PASSED, APPROVED AND ADOPTED this 4th day of November, 2020.

_____
Mike Munzing
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 foregoing Ordinance No. 2020-__ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 4th day of November 2020, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2020-__ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held November 4, 2020.

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT "A"

Chapter 7.60 Tree Removal and Replacement Permit

7.60.010 Purpose and Intent

A. The purpose and intent of this chapter is to establish procedures necessary to achieve all of the following objectives:

1. That the city continues to realize the benefits provided by its trees, including shade and microclimate control, soil stabilization and protection, watershed protection, maintenance of healthy air quality, preservation of scenic views, aesthetics and community character, maintenance of habitat for birds and other wildlife, and protection and enhancement of property values among other such benefits;
2. That suitable trees are maintained throughout the City, in a healthy and safe condition;
3. That the use of native, drought resistant and California-friendly trees on public and private property is encouraged;
4. That a functional and manageable process for reporting tree removal is provided for properties where such removal is necessary or will not adversely impact adjacent properties or community character;
5. That new tree planting is required or encouraged where appropriate on public and private property in order to create and maintain a healthy and diverse collection of native and California-friendly trees, consistent with the natural environment of the City; and
6. Existing trees should be preserved to the greatest extent possible.

B. Definitions. For the purposes of this chapter, the following words and phrases shall have the meanings set forth in this section.

1. "Accepted arboricultural standards" means those pruning standards approved in the publication "Pruning Standards," published by the International Society of Arboriculture, as the same now exists and may be revised from time to time.
2. "Accepted arboricultural practices" means practices set forth as acceptable or better in current, generally accepted textbooks on arboriculture and tree care and in current professional journals on arboriculture or university-level publications on tree care.
3. "Alter" means to take an action that foreseeably diminishes the health or vigor of a tree. "Alter" includes actions that may lead to the death of a tree or to permanent significant damage to the health or structural integrity of the tree. Alter includes, but is not limited to, excessive or improper pruning of a tree, grade changes around or near a tree, excessive irrigation of a tree, and trenching in the root zone of a tree. "Alter" does not include: periodic trimming, shaping, trenching that would not foreseeably diminish the health of a tree, thinning or pruning of tree branches or roots to preserve or protect its health, growth, appearance or to protect adjacent

property from damage, in accordance with accepted arboricultural standards and practices.

4. “Certified Arborist” means a person who has been tested by and is currently certified as an “arborist” by the International Society of Arboriculture or a person who, as determined by the director, is equally qualified in the field of arboriculture.
5. “Circumference” means the circumference of a tree measured around the tree’s outside bark four and one-half feet above the average natural ground level immediately surrounding the trunk of the tree.
6. “Director” means the director of the City’s Department of Community Development or a person or persons within that Department designated by the Director to perform any of the discretionary duties or responsibilities of the Director as are set forth in this chapter.
7. “Diameter” means each instance where the diameter of a tree is listed in this chapter, the listed diameter is a tree’s diameter measured four and one-half feet above the average natural ground level immediately surrounding the trunk of the tree and has been determined by dividing the tree’s listed circumference, as “circumference” is defined in this chapter, by the number 3.14. In any instance where the diameter of a tree is needed to interpret or implement any provision of this chapter, it shall be determined by dividing the tree’s actual “circumference,” as defined in this chapter, by the number 3.14.
8. “Drip line” means an area of the ground delineated by the vertical projection of the outside periphery of the crown area of a tree down to the ground surface.
9. “Project” means any proposal for a new or changed use, or for new construction, alteration, or enlargement of any structure, or an activity that is subject to Permit categories I or II, below.
10. “Property” means a legal parcel.

C. Applicability. No person shall alter, remove, or relocate, or permit or cause the alteration, removal, or relocation of any tree situated in the City and protected under this Chapter without a permit as provided in this chapter. A tree removal and replacement permit shall be required as follows:

1. New development projects. Tree removals associated with a development project that is subject to other discretionary land use approvals or subdivision may be permitted in conjunction with the other discretionary approvals by the reviewing authority for those approvals, subject to the reviewing authority making the required findings in Chapter 15.74 of this Code and adding conditions of approval for replacement trees and landscaping in accordance with the intent of this chapter and as deemed appropriate by the reviewing authority.
2. Utility easements. Tree removal proposed by utility companies for trees within utility easements shall require issuance of a tree removal and replacement permit, except in cases where a Certified Arborist has determined, in writing, that such existing tree(s) are a hazard to utility lines or facilities. Nothing in this section shall be construed to prevent utility companies from trimming trees, or otherwise maintaining the landscape within an easement for the purpose of preventing damage to utility lines or facilities.

3. Common residential landscaped areas. Tree removal within common landscaped areas of residential projects for the purpose of landscape maintenance, such as by a homeowner's association or other entity having responsibility for property maintenance, shall require issuance of tree removal and replacement permit, subject to Section 7.60.020(B).
4. Nonresidential projects. Tree removal on nonresidential projects, including commercial centers and business parks, shall require issuance of a tree removal and replacement permit.
5. Common Areas of Multifamily Dwellings. Removal of any tree within the front or street side yard setback, or any required setback adjacent to a public or private right-of-way or trail easement, in the common area of a multifamily dwelling shall require issuance of a tree removal and replacement permit.

D. Exemptions. The requirement for a tree removal and replacement permit does not apply to the following circumstances:

1. Orchards. Removal of trees which are growing on property in use as a nursery, garden center, tree farm, or orchard, where such trees, or their produce, are being grown for the purposes of sale, does not require issuance of a tree removal and replacement permit.
2. Single-family (attached and detached) residential lots. Trees located within yard setbacks of a single-family residential lot, whether or not the dwelling unit is attached or detached, may be removed without the issuance of a tree removal and replacement permit.
3. Individually owned multifamily dwelling units including condominiums and townhomes but excluding apartments.
4. Trees with trunk diameter less than four inches measured three feet above grade.
5. Utility easements. Tree removal proposed by utility companies for trees within utility easements in cases in which a Certified Arborist has determined, in writing, that such tree(s) are a hazard to utility lines, facilities, or people.
6. Trees removed to meet the Orange County Fire Authority C-05 guidelines, as may be amended.

7.60.020 Tree Alteration, Removal and Relocation

A. Tree Replacement. The owner, association, or other responsible party shall be required to replace trees approved for removal as part of Permit Categories I and II, below. Any tree damaged or removed shall also be replaced in accordance to the standards stated herein.

1. For each tree that was altered and/or removed, one tree of the same genus and species as the altered or removed tree (or another genus/species, if approved by the Director), shall be planted on the property within 45 days. The tree(s) shall be each of a minimum 24-inch box container size and at least 8 feet in height (measured from the top of the container) and planted nearest areas to the public

rights-of-way. The 24-inch box tree may be substituted for two fifteen-gallon trees, or 0.5 36-inch box or larger tree (rounding shall be subject to Section 15.02.050).

2. If the property is inadequate in size to accommodate some or all required replacement trees, the unaccommodated trees shall be planted on public property in the immediate vicinity of the property with the approval of the Community Development and Public Works Directors. Alternatively, the property owner may plant the unaccommodated trees on another property in the vicinity that is similar in nature and use.
3. In the event the removed tree is subject to certain disease and pests or is unavailable in local nurseries in the County of Orange, the replacement tree may not be of the same genus or species but should look similar in nature to the removed trees, which shall be in the City's discretion.
4. Replacement trees should also follow as closely as possible, any City-adopted street tree program or plan.
5. Trees planted within 15 feet of walls or pavement shall be installed with root barriers to help prevent foundation or pavement damage. Tree grates should be installed around trunks where trees are planted within sidewalks or other paved pedestrian areas.

B. Permit category I – Tree removal and replacement– For property where no additional development is proposed.

1. A residential or commercial association may self-certify that they have met the provisions of this Chapter. The self-certification shall consist of the following:

    a. On an annual basis, beginning January 1, 2022, the association shall, report on the number and location of trees removed, replaced, and newly planted or the number of trees to be planted, and attested to by a Certified Arborist. The report shall also include the size of the replacement trees planted. If certain trees are identified as having been removed, but no replanting has occurred by the date the report is submitted, the report shall indicate when the replacement tree will be planted, which shall be no longer than 45 calendar days.
    b. The report shall be provided within 45 calendar days of the beginning of each calendar year.
    c. Once submitted to the Director, the Director shall make a determination within 30 business days, regarding the acceptability of the association's self-certification including, without limitation, compliance with Section 7.60.020(A)(1 through 5), regarding the acceptability of the association's self-certification.
    d. Within the same 30-day period, the Director may also request additional information or clarification regarding the trees removed, replaced, altered or newly planted, to which the association shall respond to within 15 calendar days of receiving such request.
    e. If the Director finds substantial errors or omissions in the reporting or that replacement trees were not planted, as required, or within the required

timeframe, the association shall be placed on probation for the following reporting period. If the Director finds substantial errors or omissions in two reports in any given two-year rolling period, that homeowner's association shall not permitted to apply for self-certification for a two-year period. Such an association may apply for an annual permit or a one-time for each instance a tree is removed, replaced or altered.

f. Replacement trees shall be subject to Section 7.60.020(A).

2. An annual permit shall entail the following:

    a. The permit becomes void at the end of one year, at which time a new application must be submitted and approved.
    b. The annual permit may be amended a maximum of four times throughout the effective year. If the permit requires additional amendments, a new annual permit application shall be submitted for review and approval.
    c. The application for an annual permit shall include all of the anticipated activities for the one-year application period and shall contain all of the following information:

        i. The number, location and species of each tree to be altered, removed, or relocated.
        ii. The species and size of each replacement tree and the date by which replacement trees will be planted.
        iii. Other relevant information, as may be requested by the Director.

    d. Upon receipt of an application, the Director shall make a determination, within 15 business days, as to the acceptability of the requested tree alteration, removal, or relocation.

3. A one-time permit shall entail the following

    a. The application for a one-time shall include all of the anticipated activities for the one-year application period and shall contain all of the following information

        i. The number, location and species of each tree to be altered, removed, or relocated.
        ii. The species and size of each replacement tree and the date by which replacement trees will be planted.
        iii. Other relevant information, as may be requested by the Director.

    b. Upon receipt of an application, the Director shall make a determination, within 15 business days, as to the acceptability of the requested tree alteration, removal, or relocation.

4. Annual and one-time permits shall be subject to application fees as set forth by Resolution of the City Council.

C. Permit category II – Tree alteration, removal or relocation on property proposed for development – Requirements.

1. All development proposals and subdivision applications shall clearly designate all trees on the property by trunk location and an accurate outline of each tree's drip line and shall indicate those trees which are proposed to be altered, removed, or relocated. The reasons for the proposed removal of any tree shall be stated in writing. The development plan or tentative subdivision map shall indicate the genus and species, the shape, the drip line and the trunk circumference of each tree. These tree delineations must also be shown on every page of the development and improvement plans where any work is proposed within the root zone of any tree. The owner of the property and the person in control of the proposed development shall protect and preserve each tree situated within the site of the proposed development during the period the application(s) for the proposed development is being considered by the City. The proposed development shall be designed so that:

    a. The proposed lots and/or improvements preserve and protect any trees to the greatest extent possible.
    b. The road and lot grades protect trees to the greatest extent possible and the existing grade shall be maintained within each such tree's root zone.

2. If the proposed project is approved, the recordation of the final map or issuance of a grading permit or building permit for the project shall constitute a permit to alter, remove, or relocate any trees designated for alteration, removal, or relocation upon the project's approved plans. Any change in the trees to be altered, removed, or relocated as designated on the approved development plan or tentative map shall only be permitted upon the written approval of the Director or, when the Director determines that the proposed change may be substantial, by the City Council.
3. If construction-related alteration, removal, or relocation of trees is necessary, the applicant shall apply for a permit as required under Subsection 7.60.020(A) above. Minor changes may be considered by the Director and major changes shall be considered by the approving body. The Director shall have the discretion to determine what changes are considered minor and major.

D. Emergency Tree Removal. Any tree or portion of a tree that poses a current or imminent threat to life or property may be removed immediately, without prior approval or consultation with a Certified Arborist.

1. In the event of an Emergency Tree Removal, the City's Community Development and Public Works Directors shall be notified in writing within five calendar days, and a permit application shall be submitted within fifteen business days of the

removal. Trees that have been removed due to an emergency must be replaced in accordance to this Chapter.

7.60.030 Enforcement

A. Appeals. Appeals shall be governed by AVMC 1.10.

B. Enforcement. Any person who fails to plant a replacement tree by the approved deadline; alters, removes, or relocates a tree, or who permits; or causes to be altered, removed or relocated any tree in violation of any provision of this chapter shall be guilty of an infraction, punishable as set forth in AVMC Subsection 1.06.010. A violation shall also be deemed a public nuisance and may also be subject to administrative and/or civil enforcement.

C. An owner of property within the City has the primary responsibility for maintenance of trees on his or her property. Tenants and occupants of the property, as well as the owner's employees, contractors and others acting on the owner's behalf shall be deemed to be the agents of the owner.

D. Replacement Trees – Alternative Enforcement. In lieu of or in addition to enforcement under subsection B, above, any person who alters, removes, or relocates a tree, or who permits or causes to be altered, removed or relocated any tree in violation of any provision of this chapter, may petition the City Manager for alternative enforcement. Alternative enforcement includes requesting permission to replace each tree so altered, removed, or relocated, with two replacement trees for each tree which was altered, removed or relocated without a permit, each of the same genus and species (or another genus/species as approved by the Director). Each tree shall be of a minimum 24-inch box container size, to be planted on the property on which the violation was committed or property within the immediate vicinity. An increased number of smaller-sized trees of the same genus and species (or another genus/species if approved by the Director) or a fewer number of such trees of a larger size may be permitted if approved by the Director. If approved by the City Manager, the Director may grant the petition, with or without conditions, if they find that the proposed replacement trees will substantially restore the property environmentally to a condition equal to its condition prior to the violation. The conditions imposed by the Director may include requirements for security to ensure the tree's successful establishment and proper care for a stated period of time. The Director may also authorize the planting of a lesser number of larger trees or a larger number of smaller trees than specified if they find that either adjustment will be more beneficial to the permanency of all trees on the property.

TREE REMOVAL AND REPLACEMENT ORDINANCE

October 21, 2020

PURPOSE

- The City Council directed Staff to prepare an ordinance requiring replacement of trees removed in the City
- The number of trees in the City has declined over time
- Emergence of a beetle infestation of local pine trees which has left the City with a number of trees which are either dead or dying
- Without an ordinance requiring replacement of these trees, the decline in the number of trees in the City will intensify in the coming years

REPLACEMENT REQUIREMENT

- One 24-inch box tree for each tree removed or altered (actions that lead to death or permanent damage to the tree)
  - May be replaced with 15-gallon trees at a 2 to 1 ratio or larger trees at a 0.5 to 1 ratio
- Must be planted on the same property
- If property is inadequate in size to accommodate replacement trees, planting may occur on public property or on a nearby site

EXEMPTIONS

- Orchards (nurseries, garden centers, tree farms, etc.)
- Single family homes, including condominiums and townhomes
- Trees with less than a four-inch diameter trunk
- In utility easements if certified arborist determines that a hazard exists
- Trees removed to meet OCFA's C-05 guidelines (High Fire Severity Zones)

REPORTING AND PERMITTING OPTIONS

- Self-Certification
- One-time
- Annual Permit
- Incorporated into development proposal

SELF-CERTIFICATION

- Available to all residential and commercial associations
- Certification reports due beginning January 1, 2022
- Due within 45-days of the end of the calendar year
- Reports should include the number and location of removed and altered trees and the number, size and location of replacement trees
- No fee

PERMIT PROCESS

- Application Submittal (annual and one-time permits)
  - Number of trees to be removed
  - Location and species of each tree to be removed, altered or relocated
  - Species and size of replacement trees
  - Date by which replacement trees will be planted
  - Fee to be set by resolution of the City Council

PUBLIC OUTREACH

- Provided draft ordinance to AVCA resulting in several changes:
  - Option for Annual Permit
  - Penalty for non-compliance reduced to infraction from misdemeanor
  - Concerns regarding permit costs were also noted and will be taken into account at the time a fee resolution is considered
  - Added provisions for emergency tree removal
  - Increased time permitted to replace trees

PUBLIC OUTREACH

- Provided draft ordinance to all associations in the City resulting in additional changes:
  - Option to self-certify and with no fee
  - Reduction in number of replacement trees - modified to require one replacement tree for each tree removed. Previously, required two trees per each six inches of trunk width of the existing tree
  - Clarification that single family homes, including townhomes and condominiums are exempt
  - Exemption for trees removed to meet OCFA guidelines for High Fire Severity Zones
  - Added definitions for certain terms to add clarity

RECOMMENDED ACTIONS

- Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15308 as the project relates actions related to the protection of the environment; and

- Introduce an Ordinance, entitled:

  AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING CHAPTER 7.60 TREE REMOVAL AND REPLACEMENT PERMIT TO THE ALISO VIEJO MUNICIPAL CODE

Laguna Audubon II
Master Association

August 13, 2020

City of Aliso Viejo - City Council and Staff

RE: Proposed Tree Removal/Replacement –Municipal Code Ordinance

I am responding on behalf of the Laguna Audubon II Master Association regarding the proposed Tree Removal Permit Ordinance.

As a point of reference, our association is the largest residential HOA in the city, occupying approximately 340 acres at the northern end of Aliso Viejo, encompassing 1681 residences with a population of just over 4000. We have been in existence since 1989.
Our Board of Directors wishes to address several concerns with the ordinance as presented. We do not take the issue of *trees* lightly. A number of years ago we engaged a professional arborist to inventory the trees in our common area. At that time there were over 4000 trees including over a dozen varieties. That number has diminished by approximately 3-4% over the years for reasons discussed below. Along with the inventory we developed a comprehensive "Tree Policy" (attached) and formed a "Landscape Committee" to oversee that policy on behalf of the Board and the homeowners.

We are completely in accord with the *Purpose and Intent* as outlined in 7.60.010 A. of your Exhibit; however we have some serious concerns with the impact and the mechanics of applying the ordinance.

Our first concern relates to density. We have attached a Density Index of the trees in our community. As you can see we are at, or in excess of, the suggested density. Thirty years ago developers planted a variety of trees for maximum visual impact in selling their houses. In the intervening years they have grown tremendously! Over the years, we thinned some of them to allow for healthy growth of other tree, shrubs and ground cover. Others have been removed due to death, disease, safety, or adverse impact on homeowner property. When appropriate, we have replaced some of these with the same or a more suitable species. To be required to replace a removed tree with 2 to 6 more trees would only further increase the density to no one's benefit.

Our other concern relates to the stipulation that the replacement trees be of 24" box size and 8' high. In our community, as I'm sure is the case in many others, planting trees of this size is not realistic because of long enclosed corridors and slopes that are exceptionally steep. It is not only costly but dangerous to attempt to place something of that size in these hard to reach areas. A 15 gallon tree would make more sense.

We also questioned the impreciseness of where these replacement trees would need to go. We forwarded a question to the Director of Community Development about the definition of "plot' and "project" as stated in the document. He is working with the City Attorney on that question. If the City feels is a need for more trees, you might consider the option that our like-named county in Florida has adopted (its ordinance is quite similar in all other ways to what is proposed here). They allow the tree remover to place an amount of money into a "tree bank" which the city/county can then draw on to plant in other areas.

In summation, we hope that you can look at this proposed ordinance with our concerns in mind and consider the idea of possibly making exceptions for the larger property "owners" that have viable plans already in effect. You have already included a provision for annual permits, but those are still impacted by the aforementioned concerns.

Please feel free to call on us if we can offer any additional input.

Sincerely

Dan Newkirk
President
Laguna Audubon II Master Association

Attachments: LA II Tree Policy
LA II Tree Density Chart

BERDING | WEIL
ATTORNEYS AT LAW

BERDING & WEIL LLP

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925.820.5592 f

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714.429.0600
714.429.0699 f

SAN DIEGO
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858.625.3900
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WWW.BERDINGWEIL.COM

August 14, 2020

VIA ELECTRONIC MAIL ONLY: odadabhoy@avcity.org

Mr. Omar Dadabhoy
Community Development Director
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656

Re: Tree Removal/Replacement - Proposed Municipal Code Ordinance
Our client: Village Cottages Homeowners Association

Dear Mr. Dadabhoy:

Our firm is legal counsel for Village Cottages Homeowners Association ("Association") and we are contacting you on behalf of the Association's Board of Directors regarding the above referenced subject. The Association's Board has reviewed the proposed ordinance and strongly objects to this infringement on private property rights. Perhaps it makes sense for imposing such stringent requirements on new developments, public property or commercial property, but it does not make sense for private homeowner association common property.

As the entity empowered by the Association's CC&Rs with managing, maintaining, and repairing the Association's common landscaped areas, the Board is in a far better position than the City to judge the health and need for removal or replacement of any trees within its common landscaped areas and has a strong vested interest in maintaining a safe and aesthetically pleasing environment for its residents. In fact, the Board has been successfully managing its trees and landscaping for nearly 25 years without any problems. The Board feels the City's proposed ordinance is an unnecessary intrusion into the Board's authority to determine what tree care is best for its community by adding an unwanted and unnecessary layer of bureaucratic oversight along with additional costs in the form of a "tree tax" which the Association's homeowners must ultimately bear through higher assessments.

Therefore, the Board specifically requests that the City remove Subsection 7.60.010.C.3 regarding "common residential landscaped areas" from the proposed ordinance and instead add common area residential landscaped areas to the list of exemptions from a tree removal and replacement permit under proposed Subsection 7.60.010.D.

Please feel free to contact me if you wish to discuss any of the Association's concerns further.

Very truly yours,

BERDING & WEIL LLP

Douglas P. Bickham
Senior Attorney
dbickham@berdingweil.com

DPB:dpb

cc: Board of Directors, Village Cottages Homeowners Association

4829-5269-5240, v. 1

KENSINGTON COMMUNITY ASSOCIATION

August 14, 2020

Omar Dadabhoy
12 Journey, Suite 100
Aliso Viejo, CA 92656

RE: Tree Removal/Replacement – Municipal Code Ordinance

Dear Omar:

This is a formal response from the Kensington Community Association of Aliso Viejo to the proposed Tree Removal/ Replacement Municipal Code Ordinance. The Kensington Community Association opposes this proposed ordinance.

As a community, they strongly feel this is an overstep of authority onto the surrounding HOA communities. Kensington is not in favor of this infringement of personal rights to property and does not vote in favor.

If you have any questions or concerns, please reach out to our Community Manager Kaycie Lambright at 949-508-1554 or klambright@powerstonepm.com.

Sincerely,

Kensington Community Association
Board of Directors

CC: Board of Directors

Michael Nguyen
949-246-2974
nguyen.m.michael@gmail.com

City Council of Aliso Viejo

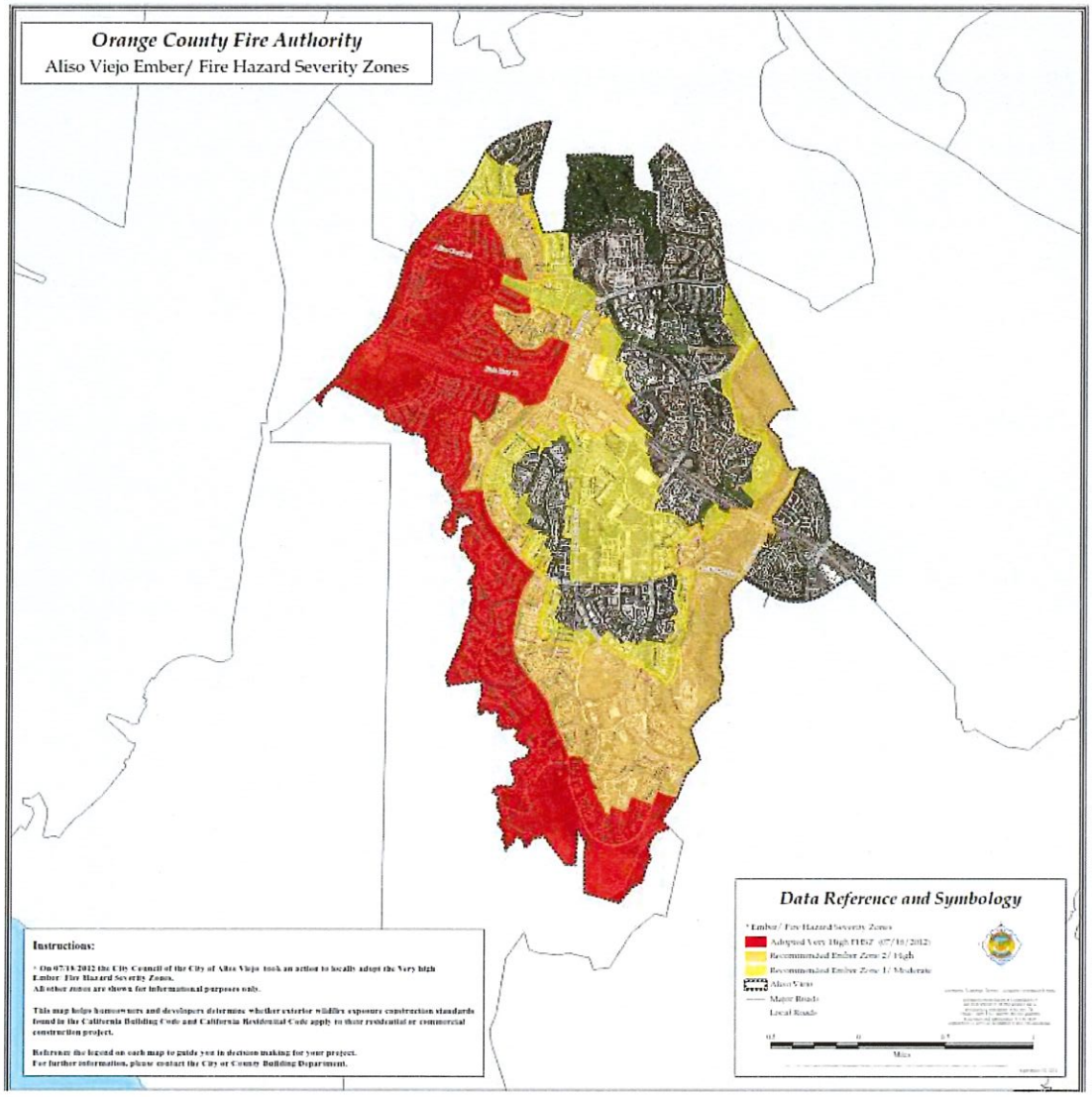
Dear Mayor Mike Munzing and Council Members,

I am a long time resident of Aliso Viejo where I haved lived for more than 20 years. I was told recently that the City Council is proposing a new ordinance for tree removal / replacement where if you remove a tree you will 1) be required to obtain a permit prior to removing it and 2) you will be required to replace it.

I request the City Council to drop this proposed ordinance for the following reasons. First, the homeowners and HOAs have the rights to remove their own trees, so no permits should be needed to do that. Secondly, the homeowners and HOAs have the rights not to replace the tree with another one.

Further, many areas in Aliso Viejo are part of the Very High Fire Hazard Severity Zones (VHFHSZ) as shown in the map below. These zones are specified by both CAL FIRE state agency and OC Fire Authority (OCFA). And the City of Aliso Viejo has adopted this map and its Very High Fire Hazard Severity Zones since 2012. Therefore, the City Council, HOAs, and homeowners need to abide by the Fuel Modification Standards that the OCFA specifies for these zones such as

- Horizontal Separation where **"All trees shall be in a maximum grouping of 3 and shall be separated by a distance of 30 feet"**.
- Vertical Separation where **"Trees and shrubs more than 10 feet in height require separation of 4 feet between the plant material and the lowest branch of the tree of shrubs"**
- Further, OCFA has specified a list of plant species for mandatory removal because of their fire hazards.


Orange County Fire Authority
Aliso Viejo Ember/ Fire Hazard Severity Zones
Instructions:
• On 07/10/2012 the City Council of the City of Aliso Viejo took an action to locally adopt the Very high Ember Fire Hazard Severity Zones.
All other zones are shown for informational purposes only.
This map helps homeowners and developers determine whether exterior wildfire exposure construction standards found in the California Building Code and California Residential Code apply to their residential or commercial construction project.
Reference the legend on each map to guide you in decision making for your project.
For further information, please contact the City or County Building Department.
Data Reference and Symbology
* Ember / Fire Hazard Severity Zones
Adopted Very High FHSZ (07/10/2012)
Recommended Ember Zone 2 / High
Recommended Ember Zone 1 / Moderate
Aliso Viejo
Major Roads
Local Roads
Miles



PLANT SEPARATION

Plant separation, both horizontally and vertically, within 100 feet or to the property line, can help protect your home by reducing the fire's ability to spread.



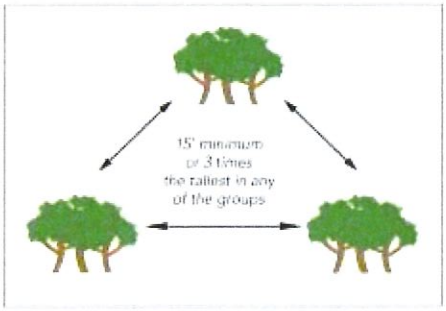
Trees and shrubs that give us privacy, safety from wind, and lessen the noise level around your home can also lead wildfire to your doorstep.

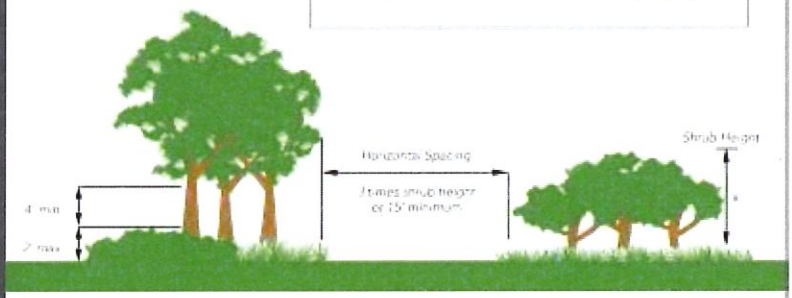
Orange County Fire Authority

www.ocfa.org/RSG

SHRUB SEPARATION

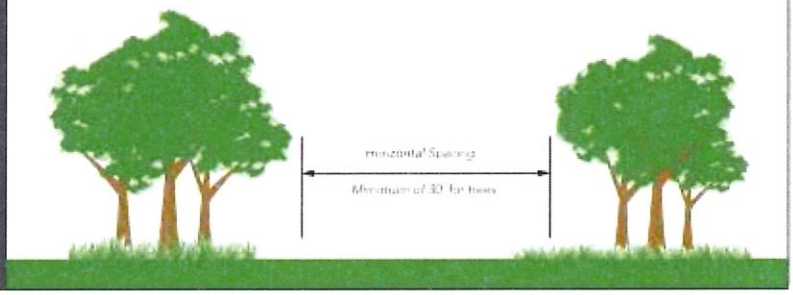
- Plants that are more than 2 feet in height should be in groups of no more than 3 and need to be separated by 3 times the height of the tallest plant, or 15 feet, whichever is greater.





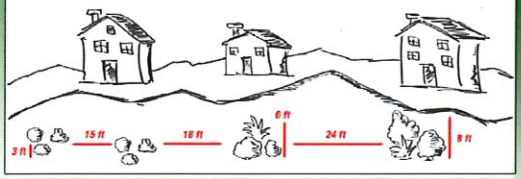
TREE SEPARATION

- Trees should be in groups of no more than 3 and at least 30 feet apart.

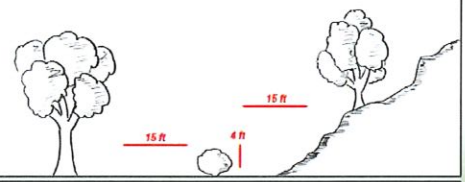


HORIZONTAL SEPARATION

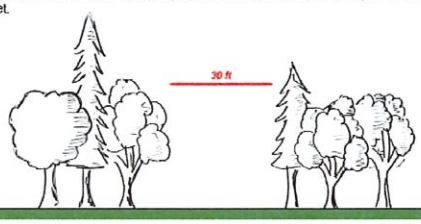
All shrubs greater than 2 feet in height shall be in a maximum grouping of 3 plants and separated by a distance of 3 times the height of the tallest shrub in the group, or 15 feet, whichever is greater.



Shrubs greater than 2 feet in height shall be no closer than 15 feet from the edge of the tree canopy(s) measured horizontally.

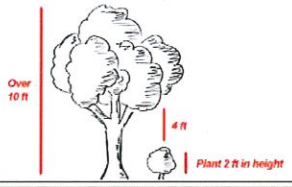


All trees shall be in a maximum grouping of 3 and shall be separated by a distance of 30 feet.

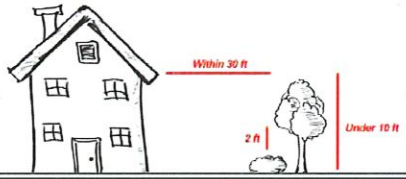


VERTICAL SEPARATION

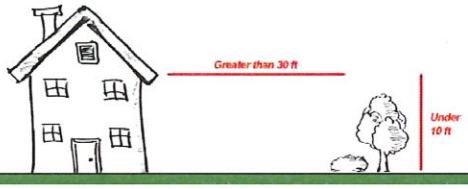
Trees and shrubs more than 10 feet in height require vertical separation of 4 feet between the plant material and the lowest branch of the tree or shrub.



Trees and shrubs less than 10 feet in height, and are located within 30 feet of the home, require vertical separation of 2 feet between the plant material below and the lowest branch of the tree or shrub.



No vertical separation is required between the plant material below when trees or shrubs are located more than 30 feet from the home and they are less than 10 feet in height.



Attachment 7

UNDESIRABLE and INVASIVE PLANT SPECIES

Certain plants are considered to be undesirable and invasive due to their physical or chemical characteristics. Physical properties that would contribute to high flammability include large amounts of dead material retained within the plant, rough or peeling bark, and the production of copious amounts of litter. Chemical properties include the presence of volatile substances such as oils, resins, wax, and pitch. Certain native plants are notorious for containing these volatile substances.

Plants with these characteristics shall not be planted in any fuel modification zones or anywhere within the area covered by Alternate Methods & Materials agreements (see Section 4). Should these species already exist within these areas, they shall be removed because of their invasiveness or potential threat they pose to structures.

PLANT SPECIES (MANDATORY REMOVAL)

Botanical Name	Common Name
Adenostoma Fasciculatum	Chamise
Adenostoma Sparsifolium	Red Shanks
Anthemix Cotula	Mayweed
Artemisia Californica	California Sagebrush
Brassica Nigra	Black Mustard
Brassica Rapa	Wild Turnip, Yellow Mustard, Field Mustard
Cardaria Draba	Noary Cress, Perennial Peppergrass
Cirsium Vulgare	Wild Artichoke
Conyza Canadensis	Horseweed
Cortaderia Selloana	Pampas Grass
Cynara Cardunculus	Artichoke Thistle
Eriogonum Fasciculatum	Common Buckwheat
Heterothaca Grandiflora	Telegraph Plant
Lactuca Serriola	Prickly Lettuce
Nassella/Stipa tenuissima	Mexican Feathergrass
Nicotiana Bigelevil	Indian Tobacco
Nicotiana Glauca	Tree Tobacco
Ricinus Communis	Castor Bean Plant
Sacsola Austails	Russian Thistle/Tumblewood
Salvia Mellifera	Black Sage
Silybum Marianum	Milk Thistle
Urtica Urens	Burning Nettle
Ornamental:	
Arecaceae (all palm species)	Palms
Cortaderia	Pampas Grass
Cupressus sp	Cypress
Eucalyptus sp	Eucalyptus
Juniperus sp	Juniper
Pinus sp	Pine

Please note that the fire hazards in these Very High Fire Hazard Severity Zones are real where we already have had multiple local wild fires such as

The Aliso Canyon wild fires in June 2018 which prompted evacuation of several neighborhoods.

http://abc7.com/aliso-viejo-fire-chars-175-acres-reaches-65-percent-containment/3560337/

LAGUNA BEACH, Calif. (KABC) -- The Aliso Viejo Fire reached 65 percent containment Monday and charred about 175 acres.

The blaze, dubbed the Aliso Fire, quickly spread after sparking along a trail in the Aliso Woods Canyon area around 1 p.m. Saturday. **The fast-moving brush fire prompted evacuations for neighborhoods in Laguna Beach and Aliso Viejo.**

About 2,000 residents at one point were impacted by the fire and homes were threatened in Laguna Beach and Aliso Viejo, officials said.

...

About 2,000 residents at one point were impacted by the fire and homes were threatened in Laguna Beach and Aliso Viejo, officials said. Evacuation orders in Aliso Viejo were lifted at 9 p.m., according to the OCFA.

All evacuations were expected to remain in place in Laguna Beach neighborhoods through Sunday morning, Laguna Beach police said.





- Aliso Viejo Brush Fire Behind Sports Park

A brush fire could have caused much more damage, if not for fast action by OCFA and Aliso Viejo police services.

By Ashley Ludwig, Patch Staff

May 31, 2017 9:51 am PT | Updated May 31, 2017 11:29 am PT





https://www.ocregister.com/2017/08/06/brush-fire-burns-2-acres-near-laguna-niguel-regional-park/

LAGUNA NIGUEL — A brush fire burned two acres of open space hill area above Laguna Niguel Regional Park Sunday, Aug. 6, before firefighters put it out, authorities said.



This was why OCFA has these Fuel Modification Standards for Very High Fire Hazard Severity Zones. Further, the new proposed ordinance would

1. Create conflict with the City itself because it already adopted OCFA's Map for Very High Fire Hazard Severity Zones and Fuel Modification Standards.
2. Create conflict with OCFA and Cal FIRE because they specify the Map for Very High Fire Hazard Severity Zones and Fuel Modification Standards.
3. Create conflict with HOAs and homeowners who live in Very High Fire Hazard Severity Zones and need to conform to OCFA's Fuel Modification Standards and to protect their lives and properties from wild fires.

Given these various reasons, I request the City Council to drop this proposed ordinance.

Thank you for your consideration.

Michael Nguyen

PS. Attached are the corresponding OCFA documents.

From: Victoria Gish
To: Omar Dadabhoy
Subject: Aliso Viejo Tree Removal and Replacement Ordinance
Date: Monday, September 21, 2020 4:44:47 PM

Good Afternoon Omar,

I am reaching out to you on behalf of the Eagle Pointe Board of Directors.

The Board has reviewed the draft ordinance and would like to note that at this time they are against this implementation.

While they understand the need to ensure proper tree maintenance in the City of Aliso Viejo, they are a private, gated community and it is the Eagle Pointe Association alone that bares the cost of all tree maintenance within the Community.

Thank you for your time.

Please let us know the results of the meeting in October.

Thank you,



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From: Mitzi Ortiz
To: Omar Dadabhoy
Cc: Patricia Cantonwine
Subject: FW: Tree Removal/Replacement Ordinance
Date: Monday, September 28, 2020 5:26:38 PM

-----Original Message-----
From: Froeschner <agenterf@cox.net>
Sent: Monday, September 28, 2020 3:54 PM
To: city-clerk <city-clerk@AVCity.org>; city-manager <city-manager@avcity.org>
Subject: Tree Removal/Replacement Ordinance

> To Whom It May Concern,
>
> This letter is in regards to the proposed Tree Removal/Replacement municipal code ordinance that is currently scheduled to be heard by city council on 10/21/20. I am on the Architectural Committee and was previously on the Board of Directors of the Carmel Association in the city of Aliso Viejo. I have also been a resident of the city since 1998. I am writing this letter on behalf of the Carmel Association regarding our concerns over the proposed ordinance and how it will impact residential HOAs in the city of Aliso Viejo.
>
> While we (Carmel HOA) understand the purpose and intent of the proposed ordinance, we feel the ordinance would pose a financial hardship to the HOAs of this city and fails to take into account the many obstacles the HOAs already encounter with the removal of trees. We appreciate the city's desire to protect the environment and the aesthetics of our beautiful city; however, we feel that residential HOAs should be exempt from this ordinance. There is understandably a need to protect and maintain the trees in the city, but it seems that the residential HOAs have numerous barriers that would make adherence to this ordinance very difficult.
>
> In regards to our specific HOA, we have only 4 streets (145 single family homes). Our HOA dues are kept low as we have no community pools, clubhouses, gates, security guards, etc. to maintain. Our CCRs ensure that homes on the west side of three of our four streets are “view protected." The CCRs of our HOA specifically state that “no Improvement may be installed or permitted to grow in such a location or to such a height as to impair the view which exists across the rear lot line between the prolongations of the side lot line of certain lots" (homes on the west side of Deerwood, Goldenrain, and Lantana) in Section 10.16. The CCRs further define “Improvements” to include buildings, landscaping, hedges, planted trees, etc. Homes that were sold as “view protected” were sold at much higher prices by the builder in the early 1990s. Unfortunately, the builder also planted many trees on the slopes and failed to take into account the height of the trees at full maturity or the close proximity of many of them to each other. At the time, the trees were small and did not obstruct the views of these lots. However, over time, the trees (most of them Torrey Pines) have grown to be very tall. Over the past 10 years, our HOA has had to thin, trim, or completely remove some of these trees as they were in violation of the CCRs. Our HOA only removes the trees if the homeowner with a view protected lot specifically requests to have their view restored, and there is no other option, as it is very expensive. Some of our homeowners appreciate the shade and privacy of the trees and do not request they be trimmed or removed. When possible, we try to re-plant new trees further down on the slope so that when they do reach full maturity, they will not impair the view of the homes above. We have not replaced the Torrey Pines with more Torrey Pines; our slopes are not very big, and the trees could potentially grow too tall (even when planted lower on the slope) and again block the views of the homes above.

> Having lived in this city for over 20 years, I am aware that there are many view lots in different associations throughout the city. Some of the HOAs have view protected lots, while others are not protected by the CCRs. However, most HOAs try to maintain the views for the homeowners with view lots because it maintains property values. Our city is known for having beautiful views, and many people move to this city specifically for homes with view lots. The reputation our city has for having homes with “million dollar views” is imperative to maintaining property values of homes.
>

> If HOAs are not exempt from this ordinance, there are numerous other hardships that the HOAs will have to endure. In addition to having the cumbersome process of applying for, paying for, and waiting for approval from the city for a tree removal/replacement permit, Section 7.60.020(A)(1) states that "the application may also include the documentation of any type, including written recommendations from a Certified Arborist, concerning the health, quality and desirability of alternatives to the tree or trees in question." It does not state who would have to pay for the certified arborist. Our HOA operates on a shoe-string budget, so we can keep HOA dues low. If we have the added expense of hiring a certified arborist every time we have to remove/replace a tree, it would create another financial hardship for our HOA. This section also states that there would be a permit fee, which, if the city refuses to exempt residential HOAs from this ordinance, should be waived. The city should not be in the business of making money from HOAs with this process.
>
> In 7.60.020(2)(c), pertaining to the permit process, it states that the Director will make the determination as to the acceptability of the requested tree alteration, removal, or relation based on "scenic beauty." "Scenic beauty" is subjective. As a homeowner with a view, my "scenic beauty" is the beautiful skyline meeting the mountains behind my home, not a wall of Torrey Pine trees. The determination of "scenic beauty" should not be determined by a government (city) employee.
>
> Section 7.60.020(2)(f) states that the Director may deem it appropriate to plant replacement trees. As previously stated, we have tried to plant replacement tree when it is feasible. However, some of our slopes have an abundance of trees (see pictures in attachment) and would not automatically require a replacement tree be planted. It is counter productive to plant a replacement tree in an area with an abundance of trees.
>
> In Section 7.60.020(2)(h), it states that the permit shall be made available at the property owner's primary place of business within City limits and accessible to all residents and City staff. Many of the HOAs in the city have property management companies that are not located within the city limits. It is not feasible to require that the permit be placed within city limits if the property manager is in a neighboring city.
>
> In summary, our hope is that you will exempt residential HOAs from Ordinace 7.60. It does not appear that residential HOAs have provided the city with a reason to impose this type of burdensome ordinance upon us. As a small HOA, we do our best to maintain our slopes and take very good care of our landscape. It is an already difficult and time consuming project to remove a tree. Having the additional burden of obtaining a permit from the city and being subjected to these guidelines would make the process that much more arduous. If the city refuses to exempt the residential HOAs from this ordinance, we ask that you would wave all permit fees and any other additional fees that may be incurred by hiring certified arborists, etc. We also ask that if the city mandates HOAs to plant a replacement tree upon the removal of another tree, the city incur the cost of the replacement tree and the planting of it. Additionally, Section 7.60.020(2)(h) should be modified to state that the permit can be held outside the city limits if the HOA's property manager is not within city limits.
>
> Please ensure that this letter is given to the Mayor, Mayor Pro Tem, and City Council Members and submitted for review at the meeting on 10/21/20.
>
> Thank you for your time and consideration in this matter.
>
>
> Sincerely,
>
>
> Dawn Froeschner