

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, FEBRUARY 16, 2022
6:30 PM SPECIAL MEETING
7:00 PM REGULAR MEETING

City Hall
Council Chambers
12 Journey
Aliso Viejo, Ca



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

SPECIAL NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On September 16, 2021, Assembly Bill 361 (AB 361) was signed by Governor Newsom, to allow for the City Council to attend City Council meetings telephonically and for the public to participate in the City Council meeting by electronic means.

Given the health risks associated with COVID-19, state and local officials are recommending measures to promote social distancing; therefore, the City of Aliso Viejo will not have the Council Chambers open to the public for this meeting. Members of the public may access the meeting live using any of the following sources:

- Cox Communications Channel 851
- AT&T U-Verse Channel 99
- Online at www.avcity.org
- Online at <https://attendee.gotowebinar.com/register/3173046942757228812>

Public comments may be submitted by calling (949) 425-2509 to leave a recorded message by 4:00 pm on the day of the meeting or via email to Community-Input@avcity.org. Alternatively, public comments may be submitted by logging onto the meeting through this link and using the "Raise Hand" feature: <https://attendee.gotowebinar.com/register/3173046942757228812>. Comments are limited to three minutes each.

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

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

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

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

DAVID A. DOYLE
CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

MITZI ORTIZ
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:

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
Number of Potential Cases: 1

CONFERENCE LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
Number of Cases: 1

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

- 1.1. PROCLAMATION - BLACK HISTORY MONTH
[Proclamation](#)
- 1.2. TRUSTED PARTNER RECOGNITION - SOKA UNIVERSITY
[Certificate of Recognition](#)
- 1.3. FEATURED BUSINESS OF THE MONTH - SALON PLATINUM
[Certificate of Recognition](#)
- 1.4. RECOGNITION OF SERGEANT CARLOS BARCELOS AND COMMUNITY SERVICES OFFICER BRUCE BURNS

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council can submit public comments by calling (949) 425-2509 to leave a recorded by 4:00 pm on the day of the meeting or via email to Community-Input@avcity.org. Written comments will be read into the record and recorded messages will be aired during the meeting. Alternatively, public comments may be submitted by logging onto the meeting through this link and using the "Raise Hand" feature: <https://attendee.gotowebinar.com/register/3173046942757228812>.

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. RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361
Recommended Action: Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.
[Staff Report](#)
[Attachment 1 - Resolution No. 2021-27](#)
- 4.3. APPROVAL OF MINUTES
Recommended Action: Approve the Minutes as submitted for the January 19, 2022 Regular Meeting.
[Draft Minutes - January 19, 2022 Regular Meeting](#)
- 4.4. ACCOUNTS PAYABLE
Recommended Action:
 1. Ratify accounts payable checks and electronic funds transfers issued January 6, 2022, in the amount of \$866,729.49; and
 2. Ratify accounts payable checks and electronic funds transfers issued January 20, 2022, in the amount of \$505,004.96.
[Staff Report](#)
[Attachment 1 - Accounts Payable Report](#)
- 4.5. TREASURER'S STATEMENTS – NOVEMBER AND DECEMBER 2021
Recommended Action: Approve November and December 2021 Treasurer's Statements.
[Staff Report](#)
[Attachment 1 - Nov'21 Treasurer's Report](#)
[Attachment 2 - Dec'21 Treasurer's Report](#)
- 4.6. AGREEMENT WITH PEAK LIGHTING AND ELECTRIC, INC. FOR INTERIOR AND EXTERIOR LIGHTING MAINTENANCE SERVICES
Recommended Action:
 1. Approve Professional Services Agreement with Peak Lighting and Electric, Inc. to perform Interior and Exterior Lighting Maintenance Services; and
 2. Authorize the City Manager to execute the agreement with Peak Lighting and Electric, Inc. for an amount not to exceed \$75,000.
[Staff Report](#)
[Attachment 1 - Agreement](#)
- 4.7. AGREEMENT WITH TEAM ONE MANAGEMENT FOR JANITORIAL SERVICES
Recommended Action:
 1. Approve Professional Services Agreement with Team One Management to perform Janitorial Services; and

2. Authorize the City Manager to execute the agreement with Team One Management for an amount not to exceed \$700,000.

[Staff Report](#)

[Attachment 1 - Agreement](#)

4.8. RESOLUTION FOR THE PAVEMENT MANAGEMENT RELIEF FUNDING PROGRAM

Recommended Action: Adopt a resolution authorizing the Project List Submittal for Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Funding through the Orange County Transportation Authority 2021 Pavement Management Relief Funding Program.

[Staff Report](#)

[Attachment 1 - Resolution](#)

4.9. RELEASE OF BONDS FOR THE LANDSCAPING IMPROVEMENTS AT THE 20 ENTERPRISE CASCADES OFFICE CAMPUS PROJECT

Recommended Action: Adopt a resolution exonerating Landscaping Surety Bond No. PR2729469 for the 20 Enterprise Cascades Office Campus Project.

[Staff Report](#)

[Attachment 1 - Resolution](#)

5. PUBLIC HEARINGS: None

6. DISCUSSION:

6.1. BICYCLE MASTER PLAN

Recommended Action: Provide staff direction on whether to proceed with a bicycle master plan.

[Staff Report](#)

[Attachment 1 - Existing Bike Lanes](#)

[Attachment 2 - Cycle Track Examples](#)

6.2. CONSIDERATION OF ORDINANCE OR BALLOT MEASURE REQUIRING SPECIAL ELECTIONS TO FILL COUNCIL VACANCIES

Recommended Action:

Discussion and consideration of the following alternatives:

1. Introduce and waive first reading of an Ordinance of the City of Aliso Viejo, California Adding Section 2.04.135 to the Aliso Viejo Municipal Code Regarding Council Vacancies (Attachment 1); OR
2. Adopt a resolution submitting a ballot measure to the voters requiring that Council vacancies be filled by special election (Attachment 2); OR
3. Leave intact the status quo under which each Council may choose whether to fill vacancies of less than two years by appointment or special election (no action).

[Staff Report](#)

[Attachment 1 - Ordinance](#)

[Attachment 2 - Resolution](#)

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

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

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is March 2, 2022.



Proclamation

Black History Month – February 2022

WHEREAS, *Black History Month* is observed in February of each year; and

WHEREAS, *Black History Month* seeks to emphasize Black history and its cultural contributions to American life, and is designed to recognize and pay tribute to the many contributions of African Americans to the history, society and culture of the United States of America; and

WHEREAS, *Black History Month* celebrates the achievements of African Americans in Arts, Civil Rights, Education, Entertainment, Government, History, Law, Literature, Medicine, Military, Music, Politics, Science, Sports, and other endeavors; and

WHEREAS, the City of Aliso Viejo continues to work toward becoming an inclusive community in which all citizens-past, present, and future-are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and

WHEREAS, special recognition is given to Orange County Heritage Council and the Orange County Black History Parade, the African American Alliance Fund, philanthropists, churches, businesses, and organizations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Aliso Viejo, California, hereby proclaims February 2022 as ***Black History Month*** and encourages all residents to celebrate our diversity and continue our efforts to create a world that is more just, peaceful, and prosperous for all.

Dated this 16th day of February, 2022

Ross Chun, Mayor





Certificate of Recognition

Presented to

SOKA UNIVERSITY

**Trusted Partner Supporting the
City of Aliso Viejo**

February 2022

Presented this 16th day of February, 2022

Ross Chun, Mayor





Certificate of Recognition

Presented to

Salon Platinum

Aliso Viejo

Business of the Month

February 2022

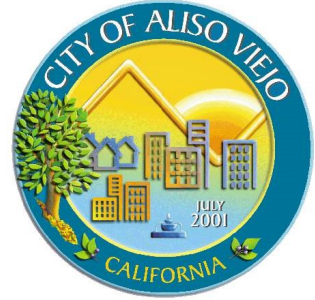
Presented this 16th day of February, 2022

Ross Chun, Mayor



City of Aliso Viejo

AGENDA ITEM



DATE: February 16, 2022

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action:

Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

Fiscal Impact:

None.

Background:

Assembly Bill 361 ("AB 361"), effective October 1, 2021, waives certain provisions of the Ralph M. Brown Act and allows legislative bodies to meet virtually until January 1, 2024, provided there is a state of emergency and either:

1. state or local officials have imposed or recommended measures to promote social distancing; or
2. the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

Under AB 361, the City is not required to allow public access at teleconference locations; however, the City must provide access to meetings via a call-in option or internet-based service option so that members of the public may address the City Council in real time. Additionally, every 30 days the City Council must reconsider the state of emergency and make the determination to continue meeting virtually in accordance with AB 361.

Discussion:

On October 20, 2021, the City Council adopted Resolution No. 2021-27 authorizing virtual City Council meetings under AB 361, having found and determined that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials have

recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. At subsequent meetings, the City Council has reconfirmed the findings and extended the resolution pursuant to AB 361.

Staff will agendize this matter for consideration at each City Council meeting until such time as the state of emergency has been terminated or the City Council determines that conditions no longer exist to prevent meeting safely in person.

Staff recommends that the City Council reconfirm the findings in Resolution No. 2021-27 continue to exist and approve the extension of the resolution.

Attachment:

1. Resolution No. 2021-27

RESOLUTION NO. 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

WHEREAS, the Aliso Viejo City Council (“Council”) is committed to preserving and nurturing public access and participation in meetings of the Council; and

WHEREAS, with the exception of closed sessions, all meetings of the Council are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the Council’s meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor’s executive orders, the Council has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, staff, and Councilmembers; and

WHEREAS, the Governor’s executive order related to the suspension of certain provisions of the Brown Act expires on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed Assembly Bill 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in Orange County, specifically, a state of emergency has been proclaimed related to COVID-19, state and local officials are recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

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

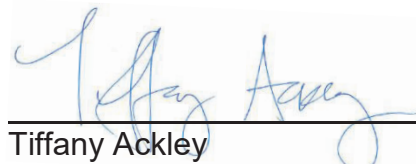
Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. Consistent with the provisions of Government Code Section 54953(e), the Council finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Council authorizes staff to conduct remote teleconference meetings of the Council under the provisions of Government Code Section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Council in accordance with Section 4 of this Resolution.

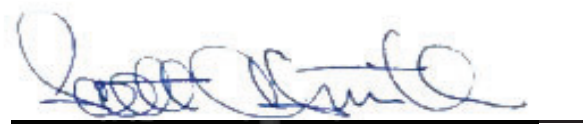
Section 4. Extension by Motion. The Council may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

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



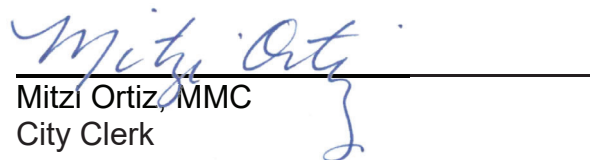
Tiffany Ackley
Mayor

APPROVED AS TO FORM:



Scott C. Smith
City Attorney

ATTEST:



Mitzi Ortiz, MMC
City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Resolution No. 2021-27 was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 20th day of October 2021, by the following roll call vote, to wit:

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

NOES: None

ABSENT: None



MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
January 19, 2022, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

City Council conducted this meeting in accordance with California Government Code Section 54953(e)(2) and COVID-19 pandemic protocols.

CALL TO ORDER: Mayor Chun called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:01 p.m.

ROLL CALL:

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

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
PAUL ESPINOZA, INTERIM ADMINISTRATIVE SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
OMAR DADABHOY, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, ACTING RECREATION & COMMUNITY SERVICES
DIRECTOR
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. CHAD KAJFASZ, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Councilmember Tiffany Ackley led the pledge of allegiance.

1. SPECIAL PRESENTATIONS:

1.1. FEATURED BUSINESS OF THE MONTH – ALISO VIEJO CERTIFIED FARMERS' MARKET

Mayor Chun introduced a video and presented the certificate of recognition to Market Manager Mary Senske. Ms. Senske expressed her appreciation.

1.2. MOULTON NIGUEL WATER DISTRICT PRESENTATION REGARDING DROUGHT & DISTRICT UPDATES

Mayor Chun introduced Assistant General Manager Matt Collings, who provided an update on Moulton Niguel Water District.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

None.

4. CONSENT CALENDAR:

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

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2. RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action: Move to reconfirm findings under Assembly bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

4.3. APPROVAL OF MINUTES

Recommended Action: Approve the minutes as submitted for the December 1, 2021 Regular Meeting.

4.4. ACCOUNTS PAYABLE

City Manager David Doyle and City Clerk Mitzi Ortiz responded to questions regarding payment made.

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued November 23, 2021, in the amount of \$358,685.11;
2. Ratify accounts payable checks and electronic funds transfers issued December 09, 2021, in the amount of \$1,162,500.30; and
3. Ratify accounts payable checks and electronic funds transfers issued December 22, 2021, in the amount of \$394,056.84.

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

4.5. TREASURER'S STATEMENT – OCTOBER 2021

Recommended Action: Approve October 2021 Treasurer's Statement.

4.6. ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

Councilmembers commented on the matter. City Manager David Doyle responded to questions regarding revenue sources.

Recommended Action: Receive and file the Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2021.

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

4.7. RESOLUTION APPROVING THE ISSUANCE BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY OF THE PORTION OF REVENUE BONDS THE PROCEEDS OF WHICH ARE TO BE LOANED TO QCF/I, INC., A 501(c)(3) NONPROFIT HEALTHCARE ORGANIZATION, AND USED TO ACQUIRE THE EXISTING FACILITY LOCATED AT 200 FREEDOM LANE, ALISO, VIEJO, CALIFORNIA ; AND APPROVING CERTAIN OTHER MATTERS RELATING THERETO

Recommended Action: Adopt Resolution No. 2022-01 approving the issuance by the California Municipal Finance Authority of the portion of revenue bonds the proceeds of which are to be loaned to QCF/I, Inc., a 501 (c)(3) nonprofit healthcare organization, and used to acquire the existing facility located at 200 Freedom Lane, Aliso, Viejo, California; and approving certain other matters relating thereto.

4.8. FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC. FOR ECONOMIC DEVELOPMENT CONSULTANT SERVICES

City Manager David Doyle and Community Development Director Omar Dadabhoy responded to questions regarding services provided. Councilmembers commented on the matter.

Recommended Action: Approve and authorize the City Manager to execute a Fifth Amendment to the Professional Services Agreement with Kosmont & Associates, Inc. For economic development consultant services to increase the total compensation by an amount not to exceed \$12,000 and extend the term of the agreement to June 30, 2022.

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

4.9. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MIKE LINARES, INC. FOR COMMUNITY DEVELOPMENT BLOCK PROGRAM (CDBG) PROGRAM ADMINISTRATION FOR FY 2021-2022

Councilmembers commented on the matter.

Recommended Action: Approve and authorize the City Manager to execute the First Amendment to the Professional Services Agreement with Mike Linares, Inc. for Community Development Block Program (CDBG) Program administration for FY 2021-2022.

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

4.10. THIRD AMENDMENT TO PROFESSIONAL SERVICES WITH BECKY CAHA FOR AFFORDABLE HOUSING IMPLEMENTATION SERVICES

Recommended Action: Approve and authorize City Manager to execute a Third Amendment to the Professional Services Agreement with Becky Caha, independent contractor, to increase the amount of the existing agreement.

5. **PUBLIC HEARINGS:**

5.1. PLANNING APPLICATION PA21-016 (SDP/AUP/EP) FOR A SITE DEVELOPMENT PERMIT TO DEMOLISH AN EXISTING BUILDING AND CONSTRUCT A NEW RESTAURANT WITH A DRIVE-THRU; AN ADMINISTRATIVE USE PERMIT FOR OUTDOOR DINING; AND AN EXCEPTION PERMIT FOR A PARKING DEFICIENCY BELOW 15% AT 26641 ALISO CREEK ROAD

City Manager David Doyle introduced Senior Planner Jennifer Lowe, who provided an overview. Community Development Director Omar Dadabhoy, and applicants Jared Taylor (Golden Property Development) and Jason Dedmore (Amy's Kitchen) provided additional information. Staff and applicants responded to questions regarding project timeline, square footage, drive-thru configuration, demolition debris removal, impact on neighboring businesses, grading, and living roof maintenance. Councilmembers commented on the matter. Mayor Chun opened the public hearing and there were no speakers. Mayor Chun closed the public hearing.

Recommended Action:

1. Open and conduct a public hearing;
2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15302 (Replacement or Reconstruction); and
3. Adopt Resolution No. 2022-02 making findings under the California Environmental Quality Act and approving Planning Application PA21-016 (SDP/AUP/EP) for a site development permit to demolish an existing building and construct a new restaurant with a drive-thru; an administrative use permit for outdoor dining; and an exception permit for a parking deficiency below 15% at 26641 Aliso Creek Road.

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

5.2. REQUEST TO APPROVE PLANNING APPLICATION PA21-014 (SDP) FOR A SITE DEVELOPMENT PERMIT TO ALLOW FOR EXTERIOR MODIFICATIONS TO THE BUILDING AND PARKING LOT, INCLUDING REDESIGN OF THE PRIMARY BUILDING ELEVATION, UPGRADES TO LANDSCAPING, AND ADJUSTMENTS TO THE PARKING LOT TO SATISFY ACCESSIBILITY REQUIREMENTS, AT 7 JOURNEY AND DETERMINATION THAT PROJECT IS CATEGORICALLY EXEMPT FROM CEQA

City Manager David Doyle introduced Senior Planner Jennifer Lowe, who provided an overview. Staff responded to questions regarding train caboose aesthetic, building façade. Councilmembers commented on the matter. Applicant Jeremy Webb (Webb Grainworks) provided additional information. Mayor Chun opened the public hearing and there were no speakers. Mayor Chun closed the public hearing.

Recommended Action:

1. Open and 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 Resolution No. 2022-03 approving Planning Application PA21-0174 (SDP) for a site development permit to allow for exterior modifications to the building and parking lot, including redesign of the primary building elevation, upgrades to landscaping, and adjustments to the parking lot to satisfy accessibility requirements, at 7 Journey..

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

5.3. GENERAL PLAN AMENDMENT PA21-019 (GPA) - HOUSING ELEMENT

City Manager David Doyle introduced Community Development Director Omar Dadabhoy, who provided an overview. City Attorney Scott Smith and consultant John Douglas provided additional information. Staff and consultant responded to questions regarding affordable housing levels in recent developments, density bonus provisions, skilled and trained workforce policy, non-compliance, and taxpayer subsidy. Councilmembers commented on the matter. Mayor Chun opened the public hearing and the following person spoke:

1. John Hanna, Southwest Regional Council of Carpenters, regarding skilled and trained workforce.
2. Amir Baum expressed support for mixed-use development.

There were no other speakers. Mayor Chun closed the public hearing.

Recommended Action:

1. Open and conduct a public hearing;
2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption); and
3. Adopt Resolution No. 2022-04 making findings under the California Environmental Quality Act and approving Planning Application PA21-019 (GPA) approving a general plan amendment to adopt the 2021-2029 Housing Element Update.

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

6. DISCUSSION:

6.1. ACCEPTANCE OF DONATED SCULPTURE FROM ARTIST JON SEEMAN FOR PLACEMENT AT ALISO VIEJO RANCH

City Manager David Doyle provided an overview. Councilmembers commented on the matter.

Recommended Action:

1. Accept donation of sculpture from artist Jon Seeman for placement at Aliso Viejo Ranch; and
2. Appropriate funds from General Fund Reserves and authorize City

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

6.2. RESOLUTION AMENDING CITY EMPLOYEE SALARY SCHEDULE TO MODIFY EXISTING POSITION AND ADD NEW HUMAN RESOURCES ANALYST POSITION

City Manager David Doyle provided an overview. City Attorney Scott Smith provided additional information. Staff responded to questions regarding staff training, legal support services, and cost savings. Councilmembers commented on the matter.

Recommended Action: Adopt Resolution No. 2022-05 amending City employee salary schedule to modify existing position and add new Human Resources Analyst position.

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

7. CITY MANAGER' S REPORT:

City Manager David Doyle encouraged residents to visit the Aliso Viejo Certified Farmers' Market on Saturdays from 8:00 a.m. to 1:00 p.m. at Aliso Viejo Town Center; and to register for recreation programs.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Ackley:

- Encouraged residents to obtain free COVID-19 test kits through federal program

Councilmember Harrington: None

Councilmember Munzing: None

Mayor Pro Tem Hurt:

- Encouraged residents to visit Aliso Viejo Ranch and participate in events and programs
- Expressed appreciation to City staff

Mayor Chun:

- Expressed appreciation to donors and staff at American Red Cross Blood Drive
- Met with Moulton Niguel Water District
- Congratulated Aliso Viejo Chamber of Commerce on continued services
- Attended SCAG Transportation Committee Meeting
- Attended League of California Cities Orange County Division Board Meeting
- Expressed belated birthday wishes to Mayor Pro Tem Hurt

9. **ADJOURNMENT:** Mayor Chun adjourned the meeting at 9:27 p.m. to the regularly scheduled meeting of February 16, 2022.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

ROSS CHUN
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: February 16, 2022
TO: Mayor and City Council
FROM: Sheryl Mariano, Accounting Supervisor
SUBJECT: ACCOUNTS PAYABLE

Recommended Actions:

1. Ratify accounts payable checks and electronic funds transfers issued January 6, 2022, in the amount of \$866,729.49; and
2. Ratify accounts payable checks and electronic funds transfers issued January 20, 2022, in the amount of \$505,004.96.

Fiscal Impact:

Expenditures in the amount of \$1,371,734.45.

Background:

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

Discussion:

The attached register containing checks and electronic funds transfers dated January 6, 2022, through January 20, 2022, for \$1,371,734.45 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 Accounting Supervisor.

Attachment:

1. Accounts Payable Report



Accounts Payable

01/06/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
OAKBROOK LANDSCAPE AND POOL CONSTRUCTION INC	P#21-0508-C&D REFUND-OAKBROOK/ 91 TIMBERLAND	500.00
PINNACLE CONTRACTING CORPORATION	P#21-0396-C&D REFUND-PINNACLE CORP/11 COLUMBIA	1,500.00
HOYT ROOFS	P#21-1309& 21-1310 C&D REFUND-HOYT ROOFS/BLUEBIRD	1,000.00
HOYT ROOFS	P#21-1464 & 21-1465 C&D REFUND-HOYT/BLUEBIRD LN	3,000.00
		6,000.00
CITY COUNCIL		
US BANK PURCHASING CARD PROGRAM	MO-11/29 AV CHAMBER OF COMMERCE MTG-REGIS	19.95
AT&T	NOV'21-CC PHONES	247.30
J&M TROPHIES INC	OUTGOING MAYOR PLAQUE-T.ACKLEY	109.40
J&M TROPHIES INC	CITY COUNCIL NAMETAGS - R.CHUN & R.HURT	20.15
	CITY COUNCIL TOTAL:	396.80
CITY MANAGER		
US BANK PURCHASING CARD PROGRAM	MO-CC 2/1-2/4/22 CITY MANAGER CONF - AIRFARE	238.00
AT&T	NOV'21 CM-PHONE	59.42
	CITY MANAGER TOTAL:	297.42
ECONOMIC DEVELOPMENT		
US BANK PURCHASING CARD PROGRAM	DG-THE ROW REMOVAL SUPPLIES	94.69
	ECONOMIC DEVELOPMENT TOTAL:	94.69
CITY CLERK		
MCA DIRECT	2021 MUNICIPAL ELECTION HANDBOOK/DOCUMENTS	404.38
	CITY CLERK TOTAL:	404.38
FINANCE		
US BANK PURCHASING CARD PROGRAM	SM-1/5/22 1099 PROCESS/TYLER TECH WEBINAR-REGIS	150.00
	FINANCE TOTAL:	150.00
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	12/10-1/9/22 ACCT#0202-CH-TV/CABLE	150.49
COX COMMUNICATIONS, INC	12/6-1/5/22 ACCT #8802-CH-INTERNET	1,500.00
AT&T	NOV'21 EOC-4 PHONES	114.10
AT&T	NOV'21 EOC-4 MIFI	160.96
AT&T	NOV'21 CH-4 MIFI	163.96
AT&T	NOV'21-CH-FLEET COMPLETE	129.30
SHI INTERNATIONAL CORP	AUG'21-AUG'26 -5 DEEPFREEZE LICENSE RENEWALS	175.00
SHI INTERNATIONAL CORP	FY21-22 MERAKI LICENSES RENEWAL	20,305.67
TANGENT COMPUTERS INC	12/23-1/22/22- CH O365 LICENSES & SUPPORT	2,084.00
	INFORMATION TECHNOLOGY TOTAL:	24,783.48
NON-DEPARTMENTAL		
DS SERVICES OF AMERICA, INC	11/18/21 CH BOTTLED WATER	79.85
RICOH USA	11/12-12/11/21 RICOH 2504 BACK OFFICE-COPIES	89.43
VOYAGER FLEET SYSTEMS INC	DEC'21 CITY CAR FUEL	270.72
RK BRANDS, LLC	NOV'21-7.01HRS-PIO/MAYOR OUTREACH/SPECIALS PROJ	630.90
ALISO VIEJO SELF STORAGE	JAN'22 RENTAL STORAGE UNIT #535	430.00
	NON-DEPARTMENTAL TOTAL:	1,500.90
C. S. ADMINISTRATION		
US BANK PURCHASING CARD PROGRAM	MO-11/24-11/28 ALL IS BRIGHT EVT-FACEBOOK AD	35.36
CABCO YELLOW INC	SMP-NOV'21-41 TRIPS-TRANSPORTATION SRV	123.00
NATIONAL RECREATION AND PARK ASSOCIATION	REC DEPT-2022 NPRA PREMIER MEMBERSHIP DUES	675.00
WESTAMERICA COMMUNICATIONS INC	AVR- COVID SIGN UPDATE-PRINTING SRV	238.81
	C. S. ADMINISTRATION TOTAL:	1,072.17
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	NOV'21 B&G CAPO- ELEMENTARY & TEEN KEYSTONE PROG	13,125.00
	IGLESIA PARK COMMUNITY CENTER TOTAL:	13,125.00
PLANNING		
US BANK PURCHASING CARD PROGRAM	OD-12/5-12/7 ICSC CONF-FOOD/HOTEL/MONORAIL/PRKG	389.79

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	OD-AVTC-DEC'21 CONSTANT CONTACT-EMAIL MARKETING	45.00
	PLANNING TOTAL:	434.79
ENGINEERING (GENERAL)		
AT&T	NOV'21 PW TABLET-AT&T INTERNET	80.48
MOULTON NIGUEL WATER DIST	10/19/21 MNWD H2O FOR HOAS EVENT	1,000.00
	ENGINEERING (GENERAL) TOTAL:	1,080.48
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	JAN'22 CONTRACT PAYMENT CREDIT	(1,980.08)
COUNTY OF ORANGE	JAN'22 LAW ENFORCEMENT	782,783.60
	LAW ENFORCEMENT-CONTRACT TOTAL:	780,803.52
LAW ENFORCEMENT-OTHER		
US BANK PURCHASING CARD PROGRAM	BG-CHAPLUK & ITANI DEPUTY OF THE YEAR-PLATE FOR TI	200.79
US BANK PURCHASING CARD PROGRAM	BG-12/17 DUI CHECKPOINT-F&B FOR STAFF	230.96
US BANK PURCHASING CARD PROGRAM	BG-12/17 DUI CHECKPOINT SUPPLIES-COSTCO	96.25
AT&T	NOV'21 PALS-PHONE	44.42
SEAVCO INC	LE BMW#3962 MOTORCYCLE HEADLIGHT REPAIR	49.85
OC HARLEY DAVIDSON	LE VIN#1944 M/C-1K SERVICING	595.76
OC HARLEY DAVIDSON	LE-M/C #8767 HEAT SHIELD & BRACKET REPAIR	360.81
ALL CITY MANAGEMENT SERVICES	11/28-12/11/21-459.25HRS SCHOOL CROSSING GUARD SRV	11,632.80
VOYAGER FLEET SYSTEMS INC	DEC'21 MOTORCYCLE FUEL & CAR WASHES	744.95
BLUE 360 MEDIA LLC	2022 CALIFORNIA VEHICLE HANDBOOKS	55.50
BLUE 360 MEDIA LLC	2022 CALIFORNIA PENAL BOOKS	65.70
	LAW ENFORCEMENT-OTHER TOTAL:	14,077.79
EOC		
LIFE STORAGE #961	1/14-2/14/22-RENTAL OFFSITE STORAGE #A1554	250.00
US BANK PURCHASING CARD PROGRAM	SL-12/2 OC EMERGENCY MANAGERS MTG-PARKING	10.00
US BANK PURCHASING CARD PROGRAM	SL-CHARGING STRIP FOR EOC RADIOS-AMAZON	43.09
	EOC TOTAL:	303.09
	GENERAL FUND TOTAL:	844,524.51
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
US BANK PURCHASING CARD PROGRAM	DG-CITY HALL MAINT & REPAIR SUPPLIES-HOME DEPO	123.79
FOSTERS' GARDENS INC	DEC'21 CH- PLANT MAINTENANCE	105.00
PACIFIC PARK II ASSOCIATION	JAN'22 CH HOA ASSESSMENT	347.27
	NON-DEPARTMENTAL TOTAL:	576.06
	GEN. FD-CITY HALL TOTAL:	576.06
103 - GF-AV RECREATION SERVICES		
RECREATION SERVICES		
US BANK PURCHASING CARD PROGRAM	DG-AVR MAINTENANCE & REPAIR SUPPLIES	727.08
US BANK PURCHASING CARD PROGRAM	DG-REFUND-AVR MAINT SUPPLIES-HOME DEPOT	(18.28)
FLOOR TECH AMERICA, INC	12/22 AVR-REPAIR & REPLACE FLOOR PLANKS	697.00
AT&T	NOV'21-4 REC PHONES	178.76
AT&T	NOV'21 REC TABLET-AT&T INTERNET	40.24
PEAK LIGHTING & ELECTRIC INC	DEC'21-AVR-LIGHTING MAINTENANCE	199.00
PEAK LIGHTING & ELECTRIC INC	DEC'21 -AVR-EMERG LIGHTING MAINT	235.42
FOSTERS' GARDENS INC	DEC'21 AVR- PLANT MAINTENANCE	90.00
TANGENT COMPUTERS INC	12/23-1/22/22 AVR O365 LICENSES & SUPPORT	387.00
	RECREATION SERVICES TOTAL:	2,536.22
	GF-AV RECREATION SERVICES TOTAL:	2,536.22
203 - GAS TAX		
TRAFFIC ENGINEERING		
HARTZOG & CRABILL INC	NOV'21 TRAFFIC SIGNAL MONITORING	3,022.62
	TRAFFIC ENGINEERING TOTAL:	3,022.62
STREET MAINTENANCE		
SAN DIEGO GAS & ELECTRIC	NOV'21 ACCT#6953 ST LIGHTS & TRAFFIC CONTROLLERS	2,374.35
	STREET MAINTENANCE TOTAL:	2,374.35
	GAS TAX TOTAL:	5,396.97

Vendor Name	Description (Item)	Amount
204 - MEASURE M		
GEN-MEASURE M		
CABCO YELLOW INC	SMP-M2 FUND-NOV'21-41 TRIPS-TRANSPORTATION SRV	492.00
	GEN-MEASURE M TOTAL:	492.00
	MEASURE M TOTAL:	492.00
215 - PUBLIC SAFETY GRANTS		
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	JAN'22 MOTORCYCLE REPLACEMENT COSTS	64.60
COUNTY OF ORANGE	JAN'22 E CITATION RECURRING COSTS	384.97
COUNTY OF ORANGE	JAN'22 PVS REPLACEMENT	1,136.46
COUNTY OF ORANGE	JAN'22 MDC REPLACEMENT	1,627.11
COUNTY OF ORANGE	JAN'22 PVS RECURRING	1,838.97
COUNTY OF ORANGE	JAN'22 MDC RECURRING	4,011.56
COUNTY OF ORANGE	JAN'22 E CITATION REPLACEMENT COSTS	183.56
	LAW ENFORCEMENT-OTHER TOTAL:	9,247.23
	PUBLIC SAFETY GRANTS TOTAL:	9,247.23
241 - TECHNOLOGY FUND		
GEN-TECHNOLOGY GRANTS		
GRANICUS INC	JAN-MAR'22-GRANICUS-WEBSTREAMING	1,918.35
GRANICUS INC	1/1-3/31/22 720P STREAMING	300.00
	GEN-TECHNOLOGY GRANTS TOTAL:	2,218.35
	TECHNOLOGY FUND TOTAL:	2,218.35
261 - CITY FAC.-AQUATIC CENTER		
GEN-AQUATIC CENTER		
VERNE'S PLUMBING, INC	SEP'21 AQ CTR PLUMBING SERVICE	632.23
PEAK LIGHTING & ELECTRIC INC	DEC'21-AQ CTR-LIGHTING MAINTENANCE	350.51
THE ILLINI COMPANIES, INC	DEC'21 AQ CTR-POOL CHEMICALS	755.41
	GEN-AQUATIC CENTER TOTAL:	1,738.15
	CITY FAC.-AQUATIC CENTER TOTAL:	1,738.15
	GRAND TOTAL:	866,729.49



Accounts Payable

01/20/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
UNITED OF OMAHA LIFE INSURANCE CO.	FEB'22 LIFE ISNURANCE	1,236.13
CALPERS HEALTH	FEB'22 CALPERS HEALTH PREMIUM	27,755.70
CALPERS HEALTH	FEB'22-COUNCIL-CALPERS HEALTH PREMIUM	3,247.69
CHARLES ABBOTT ASSOC INC	NOV'21 CAA-7 COMPUTER STATIONS LEASE CREDIT	(350.00)
CHARLES ABBOTT ASSOC INC	NOV'21 CAA ENG 5004 MNWD	695.61
CHARLES ABBOTT ASSOC INC	NOV'21 CAA ENG 5003 COX	302.91
CHARLES ABBOTT ASSOC INC	NOV'21 CAA ENG 5062 NEW DYNASTY CONST	168.72
CHARLES ABBOTT ASSOC INC	NOV'21 CAA ENG 5049 COX UTILITY	76.68
CHARLES ABBOTT ASSOC INC	NOV'21 CAA ENG 5002 AT&T	24.10
CHOICE BUILDER	FEB'22 DENTAL INSURANCE	2,488.18
CHOICE BUILDER	FEB'22 VISION INSURANCE	373.48
OAKBROOK LANDSCAPE AND POOL CONSTRUCTION INC	EP#21-05-018 REFUND OAKBROOK/91TIMBERLAND	3,000.00
HPR CLICKING	P#21-0965-C&D REFUND-HOMEPRO REMODELING/24 MONSTAD	500.00
JOSE CAMACHO	P#21-1122-C&D REFUND-JOSE CAMACHO/82 MAYFAIR	500.00
ROVICS CONSTRUCTION INC	P#21-1754-C&D REFUND-C.RADKE/ROVICS CONST 61 HM LN	500.00
		40,519.20
CITY COUNCIL		
US BANK PURCHASING CARD PROGRAM	DD-TA 12/5-12/7 ICSC CONFERENCE-HOTEL	208.62
US BANK PURCHASING CARD PROGRAM	DD-RH 12/5-12/7 ICSC CONFERENCE-HOTEL	236.97
US BANK PURCHASING CARD PROGRAM	LL-11/29 VETERANS DAY MEMORIAL WREATH	225.00
US BANK PURCHASING CARD PROGRAM	LL-REFUND-RC 12/1 ICSC 2021 CONF-AIRFARE	(408.96)
US BANK PURCHASING CARD PROGRAM	LL-TA 12/5-12/7/21 ICSC 2021 CONF-AIRFARE	652.96
US BANK PURCHASING CARD PROGRAM	LL-REFUND RC 12/1 ICSC 2021 CONF REGIS	(50.00)
US BANK PURCHASING CARD PROGRAM	LL-REFUND-RC ICSC 2021 CONF-HOTEL	(272.12)
US BANK PURCHASING CARD PROGRAM	PC-RC-11/19 LAGUNA NIGUEL CHAMBER BREAKFAST	25.00
	CITY COUNCIL TOTAL:	617.47
CITY MANAGER		
CALPERS HEALTH	FEB'22-PG-HEALTH PREMIUM	149.00
US BANK PURCHASING CARD PROGRAM	DD-REFUND-12/5-12/7/21 ICSC CONF- HOTEL	(180.27)
US BANK PURCHASING CARD PROGRAM	DD-12/7 ICSC CONF TRANSPORTATION	18.46
US BANK PURCHASING CARD PROGRAM	DD-REFUND-12/5-12/7/21 ICSC CONF- HOTEL	(180.27)
US BANK PURCHASING CARD PROGRAM	DD-12/7 ICSC CONFERENCE - TRANSPORTATION	15.79
US BANK PURCHASING CARD PROGRAM	DD12/7 ICSC CONFERENCE - TRANSPORTATION	17.55
US BANK PURCHASING CARD PROGRAM	DD-12/6 ICSC CONF TRANSPORTATION	12.74
US BANK PURCHASING CARD PROGRAM	DD-12/6 ICSC CONF TRANSPORTATION	18.55
US BANK PURCHASING CARD PROGRAM	DD-12/5-12/7/21 ICSC CONF- HOTEL	180.27
US BANK PURCHASING CARD PROGRAM	DD-12/5 ICSC CONF TRANSPORTATION	32.51
US BANK PURCHASING CARD PROGRAM	DD-12/7 ICSC CONFERENCE - TRANSPORTATION	28.61
US BANK PURCHASING CARD PROGRAM	DD-12/7 ICSC CONF-FOOD & BEVERAGE	291.75
US BANK PURCHASING CARD PROGRAM	DD-12/5-12/7 ICSC CONFERENCE-HOTEL	264.17
US BANK PURCHASING CARD PROGRAM	DD-12/5-12/7/21 ICSC CONF- HOTEL	180.27
US BANK PURCHASING CARD PROGRAM	DD12/6 ICSC CONFERENCE - TRANSPORTATION	43.25
US BANK PURCHASING CARD PROGRAM	DD12/8 ICSC CONFERENCE - FOOD & BEVERAGE	54.96
US BANK PURCHASING CARD PROGRAM	DD-12/6 ICSC CONF-FOOD & BEVERAGE	38.51
US BANK PURCHASING CARD PROGRAM	DD12/6 ICSC CONFERENCE - FOOD & BEVERAGE	131.35
CITY OF BREA	DD & CC-OCCMA DINNER-REGIS	200.00
	CITY MANAGER TOTAL:	1,317.20
ECONOMIC DEVELOPMENT		
HAULAWAY STORAGE CONTAINERS INC	JAN'22-AVTC-STORAGE BIN RENTAL C-19-R2	92.40
PV MAINTENANCE INC	DEC'21-THE ROW REMOVAL-PVM SERVICE	7,507.00
ERIC WINTER	JAN'22-BUSINESS OF THE MONTH-FARMERS MARKET	679.80
NIEVES LANDSCAPE INC	DEC'21 TOWN CENTER TREE REMOVAL	2,500.00
	ECONOMIC DEVELOPMENT TOTAL:	10,779.20
HUMAN RESOURCES		
US BANK PURCHASING CARD PROGRAM	PC-2/2-2/4/22 LCW CONFERENCE - REGISTRATION	620.00

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	PC-2/2-2/4/22 LCW CONFERENCE-AIRFARE	186.80
CHARLES C STILL	DEC'21-REC-M.LESTER &A.IVORY-SECURE LIVE SCAN FEES	114.00
LIEBERT CASSIDY WHITMORE	FY21-22 OC EMPLOYMENT RELATIONS MEMBERSHIP	3,645.00
	HUMAN RESOURCES TOTAL:	4,565.80
CITY CLERK		
GLADWELL GOVERNMENTAL SERVICES INC	FY21-22 RECORDS RETENTION LEGAL REVIEW UPDATE	250.00
STAPLES ADVANTAGE	CC-OFFICE SUPPLIES	30.85
CITY OF BREA	MO-OCCMA DINNER-REGIS	100.00
CODE PUBLISHING COMPANY	MUNICIPAL CODE WEB UPDATE-ORD 21-222/223	567.00
	CITY CLERK TOTAL:	947.85
FINANCE		
CALPERS HEALTH	FEB'22 CALPERS ADMIN FEE	73.62
CALPERS HEALTH	FEB'22 CALPERS ADMIN FEE	8.12
GARDAWORLD	JAN'22-CH-CASH COURIER SERVICE	371.55
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - BREAKROOM SUPPLIES	36.60
STAPLES ADVANTAGE	FIN-OFFICE SUPPLIES	45.21
CHOICE BUILDER	FEB'22 ADMIN FEE	35.00
	FINANCE TOTAL:	570.10
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	12/19 -1/18/22 ACCT #9302-CH-IT SERVER ROOM	85.39
NATHAN M KEETER	DEC'21-NETWORK SUPPORT & SECURITY	416.67
AT&T	11/22-12/21/21 CREDIT-CH ELEVATOR	(206.91)
AT&T	12/22-1/21/22-CH-ELEVATOR	908.98
AT&T	12/19-1/18/22-CH-AT&T-FIBER-INTERNET	1,115.89
CORELOGIC, INC	GIS - SPATIALRECORD UTILITIES	1,267.56
LUNAVI, INC	JAN'22 OFFSITE BACKUP STORAGE SERVICE-ZERTO	1,638.78
JIVE COMMUNICATIONS INC	DEC'21 CH JIVE VOIP SERVICE & SUPPORT	1,840.44
	INFORMATION TECHNOLOGY TOTAL:	7,066.80
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	JAN'22 RECORDS OFF SITE STORAGE	367.75
LEKKINA LONG	LL-90 COVID-19 ANTIGEN RAPID TEST KITS-REIMB	1,920.11
RICOH USA	1/12-2/11/22 RICOH C5200S LEASE	729.92
US BANK PURCHASING CARD PROGRAM	LL-11/30 COSTCO DELIVERY	305.28
US BANK PURCHASING CARD PROGRAM	LL-12/1 COSTCO DELIVERY	14.29
US BANK PURCHASING CARD PROGRAM	LL-12/2 CC MTG DINNER - PITA PITA	130.35
US BANK PURCHASING CARD PROGRAM	LL-12/9 CITY HOLIDAY LUNCH SUPPLIES-MARSHALLS	60.49
US BANK PURCHASING CARD PROGRAM	LL-12/9 CITY HOLIDAY LUNCH SUPPLIES- HOBBY LOBBY	30.05
US BANK PURCHASING CARD PROGRAM	LL-12/9 CITY HOLIDAY LUNCH SUPPLIES-COSTCO	60.23
US BANK PURCHASING CARD PROGRAM	PC-12/9 BREAKROOM SUPPLIES- LIGHTER	6.45
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - BREAKROOM SUPPLIES	32.51
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - BREAKROOM SUPPLIES	18.31
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - DESSERT	30.74
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY PARTY - GIVEAWAYS	270.62
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - SUPPLIES	20.87
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - SUPPLIES	20.87
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - SUPPLIES	24.77
US BANK PURCHASING CARD PROGRAM	PC-REFUND-CITY HOLIDAY LUNCH SUPPLIES	(38.75)
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - FOOD & BEVERAGE	183.18
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - SUPPLIES	450.00
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - DESSERT	59.00
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - SUPPLIES	119.00
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - DESSERT	100.00
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - SUPPLIES	70.19
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY PARTY - GIVEAWAYS	43.09
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - DESSERT	49.98
US BANK PURCHASING CARD PROGRAM	PC-12/9 CITY HOLIDAY LUNCH - FOOD & BEVERAGE	1,255.25
NESTLE WATERS NORTH AMERICA	DEC'21-CH-COFFEE/WATER FILTRATION	25.23
DS SERVICES OF AMERICA, INC	JAN'22-CH-BOTTLED WATER SERVICE	29.52
URBAN CROSSROADS INC	NOV'21 AV RANCH NOISE ASSESSMENT SRV	3,500.00
URBAN CROSSROADS INC	DEC'21 AV RANCH NOISE ASSESSMENT SRV	2,000.00
RICOH USA	12/1-12/31/21 RICOH 2504EX FRONT COUNTER-COPIES	211.25
CINTAS CORPORATION NO. 2	JAN'22 CH FIRST AID MAINTENANCE	198.80
STAPLES ADVANTAGE	CEN-COPY&BREAK ROOM SUPPLIES	176.29
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR#2206 VISTA PARK WATER SERVICE	529.99

Vendor Name	Description (Item)	Amount
RK BRANDS, LLC	DEC'21-9.46HRS-PIO/MAYOR OUTREACH/CM MESSAGE	851.40
ALISO VIEJO SELF STORAGE	FEB'22 RENTAL STORAGE UNIT #519	330.00
NON-DEPARTMENTAL TOTAL:		14,187.03
C. S. ADMINISTRATION		
JONES FOREST PRODUCTS LLC	2021 HOLIDAY TREE REMOVAL SERVICE	1,500.00
PV MAINTENANCE INC	DEC'21 TREE LIGHTING EVT-PVM SUPPORT PO#5632	5,384.50
CALPERS HEALTH	FEB'22-HW-HEALTH PREMIUM	149.00
CALPERS HEALTH	FEB'22-DP-HEALTH PREMIUM	149.00
US BANK PURCHASING CARD PROGRAM	JB-X-MAS HATS-HOBBY LOBBY	21.44
US BANK PURCHASING CARD PROGRAM	JB-REFUND-TREE LIGHTING CRAFTS-MICHAELS	(81.07)
US BANK PURCHASING CARD PROGRAM	LM-12/2MTG WITH REC STAFF BEFORE TREE LIGHTING EVT	287.83
US BANK PURCHASING CARD PROGRAM	LM-CREDIT-TREE LIGHTING SUPPLIES-HOBBY LOBBY	(19.36)
US BANK PURCHASING CARD PROGRAM	NL-REFUND-BREAKFAST WITH SANTA EVT SUPPLIES	(32.27)
US BANK PURCHASING CARD PROGRAM	NL-BREAKFAST WITH SANTA EVT SUPPLIES-AMAZON	8.57
US BANK PURCHASING CARD PROGRAM	NL-BREAKFAST WITH SANTA EVT SUPPLIES-SMART& FINAL	50.81
US BANK PURCHASING CARD PROGRAM	NL-REFUND BREAKFAST WITH SANTA EVT SUPPLIES	(12.88)
US BANK PURCHASING CARD PROGRAM	NL-BREAKFAST WITH SANTA EVT SUPPLIES-AMAZON	10.66
US BANK PURCHASING CARD PROGRAM	NL-BREAKFAST WITH SANTA EVT SUPPLIES-AMAZON	8.57
US BANK PURCHASING CARD PROGRAM	NL-TREE LIGHTING EVT SNACKS-SMART & FINAL	70.67
US BANK PURCHASING CARD PROGRAM	NL-BREAKFAST WITH SANTA EVT SUPPLIES-AMAZON	28.73
US BANK PURCHASING CARD PROGRAM	NL-BREAKFAST WITH SANTA EVT-BAGELS	96.94
US BANK PURCHASING CARD PROGRAM	NL-BREAKFAST WITH SANTA EVT SUPPLIES-AMAZON	12.88
US BANK PURCHASING CARD PROGRAM	NL-EVENT SUPPLIES-AMAZON	23.69
US BANK PURCHASING CARD PROGRAM	NL-EVENT SUPPLIES-AMAZON	15.61
CABCO YELLOW INC	SMP-DEC'21-26 TRIPS-TRANSPORTATION SRV	78.00
SCOTT WAYNE BAKER	DEPOSIT-MOVIE NIGHT SERVICES	875.00
FRIENDS OF THE ALISO VIEJO LIBRARY	FY21-22-YOUTH GRANT-FRIENDS OF THE AV LIBRARY	4,500.00
LAGUNA CANYON FOUNDATION	FY21-22 COMMUNITY ASSISTANCE GRANT-LAGUNA CANYON	1,000.00
C. S. ADMINISTRATION TOTAL:		14,126.32
IGLESIA PARK		
PV MAINTENANCE INC	DEC'21 IGLESIA PARK MAINTENANCE	1,084.21
SO CAL EDISON	DEC'21 ACCT#7997 IGLESIA PARK ELECTRICITY	244.80
IGLESIA PARK TOTAL:		1,329.01
IGLESIA BUILDING		
SONITROL ORANGE COUNTY LLC	NOV'21-IPCC-ACCESS CONTROL SERVICE	94.50
SONITROL ORANGE COUNTY LLC	DEC'21-IPCC-ACCESS CONTROL SERVICE	94.50
SONITROL ORANGE COUNTY LLC	JAN'22-IPCC-ACCESS CONTROL SERVICE	94.50
CTJAMJT CORP.	JAN'22 IPCC-PEST CONTROL SERVICE	95.00
TMR SECURITY & PATROL SERVICES INC	DEC'21-IPCC-18 VISITS PATROL SERVICE	190.00
SO CAL EDISON	DEC'21 ACCT#7997 IGLESIA BLDG ELECTRICITY	962.78
IGLESIA BUILDING TOTAL:		1,531.28
PLANNING		
CALPERS HEALTH	FEB'22-MF-HEALTH PREMIUM	149.00
PLANNING TOTAL:		149.00
BUILDING		
CHARLES ABBOTT ASSOC INC	NOV'21 CAA BUILDING SERVICES	37,196.35
BUILDING TOTAL:		37,196.35
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	NOV'21 CAA CODE ENFORCEMENT	7,469.06
CODE ENFORCEMENT TOTAL:		7,469.06
ENGINEERING (GENERAL)		
STATE WATER RESOURCES CONTROL BOARD	FY21-22 ANNUAL NPDES PERMIT FEE	25,000.00
STATE WATER RESOURCES CONTROL BOARD	FY21-22 ANNUAL NPDES PERMIT FEE	1,498.00
PV MAINTENANCE INC	JAN'22 PUBLIC WORKS WAREHOUSE LEASE	1,035.00
US BANK PURCHASING CARD PROGRAM	LM-AV RANCH CPRS AWARD NOMINATION	70.00
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	DEC'21 FIBER MASTER PLAN	5,775.00
CHARLES ABBOTT ASSOC INC	NOV'21 CAA NPDES COSTS	22,049.49
CHARLES ABBOTT ASSOC INC	NOV'21 CAA SOLID WASTE	2,090.22
CHARLES ABBOTT ASSOC INC	NOV'21 CAA PW ENGINEERING-ADMIN	344.25
COUNTY OF ORANGE	FY21-22 SOUTH COUNTY CO-OP WATERSHED ARGMT	3,369.59
ENGINEERING (GENERAL) TOTAL:		61,231.55

Vendor Name	Description (Item)	Amount
STREET MAINTENANCE		
PV MAINTENANCE INC	DEC'21 STREET MAINTENANCE (45%)	23,166.46
CHARLES ABBOTT ASSOC INC	NOV'21 CAA STREET MAINTENANCE	21,909.39
CHARLES ABBOTT ASSOC INC	NOV'21 CAA ENCROACHMENT PERMITS	427.79
	STREET MAINTENANCE TOTAL:	45,503.64
LAW ENFORCEMENT-OTHER		
J&M TROPHIES INC	LE-NAME PLATES FOR NEW SGT & DEPUTIES	73.54
ALL CITY MANAGEMENT SERVICES	12/12-12/25/21 184HRS SCHOOL CROSSING GUARD SRV	4,660.72
	LAW ENFORCEMENT-OTHER TOTAL:	4,734.26
CRIME PREVENTION		
ALISO VIEJO SELF STORAGE	FEB-JUN'22 RENTAL STORAGE UNIT#75	2,025.00
	CRIME PREVENTION TOTAL:	2,025.00
	GENERAL FUND TOTAL:	255,866.12

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL		
SO CAL EDISON	DEC'21 ACCT#7189 CITY HALL ELECTRICITY	4,614.45
THE GAS COMPANY	12/3-1/4/22 MTR#6544 CITY HALL GAS SERVICE	931.06
SONITROL ORANGE COUNTY LLC	NOV'21 CH-INTRUSION DETECTION	196.51
SONITROL ORANGE COUNTY LLC	NOV'21 CH -ACCESS CONTROL SERVICE	551.22
SONITROL ORANGE COUNTY LLC	DEC'21 CH-INTRUSION DETECTION	196.51
SONITROL ORANGE COUNTY LLC	DEC'21 CH -ACCESS CONTROL SERVICE	551.22
SONITROL ORANGE COUNTY LLC	JAN'22 CH -ACCESS CONTROL SERVICE	551.22
SONITROL ORANGE COUNTY LLC	JAN'22 CH-INTRUSION DETECTION	196.51
CTJAMJT CORP.	JAN'22 CH- PEST CONTROL SERVICE	100.00
THURSTON ELEVATOR CONCEPTS INC	JAN'22 CH-ELEVATOR MAINTENANCE	131.00
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR#8510 CITY HALL WATER SRV	194.44
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR#6010 CITY HALL WATER SRV	158.50
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR#7051 CITY HALL WATER SRV	281.54
	NON-DEPARTMENTAL TOTAL:	8,654.18
	GEN. FD-CITY HALL TOTAL:	8,654.18

103 - GF-AV RECREATION SERVICES

RECREATION SERVICES		
PRESS-TIGE ENTERPRISES INC	9/30 AVR TABLE CLOTH CLEANING SERVICE	328.86
PRESS-TIGE ENTERPRISES INC	9/30 AVR TABLE CLOTH CLEANING SERVICE	396.90
PRESS-TIGE ENTERPRISES INC	CREDIT-INV#10-042101-DUPLICATE PMT	(68.80)
GARDAWORLD	JAN'22-AVR-CASH COURIER SERVICE	371.54
TEAM ONE MANAGEMENT SERVICES	DEC'21 AV RANCH JANITORIAL SERVICE	5,930.00
US BANK PURCHASING CARD PROGRAM	JB-STORAGE SHELF-HOME DEPO	86.18
US BANK PURCHASING CARD PROGRAM	NL-12/6 USPS SUPPLIES	5.34
PRESS-TIGE ENTERPRISES INC	11/21 AVR TABLE CLOTH CLEANING SERVICE	170.10
SONITROL ORANGE COUNTY LLC	NOV'21-AVR-ACCESS CONTROL SERVICE	454.00
SONITROL ORANGE COUNTY LLC	NOV'21 AV & AQ CTR- ACCESS CONTROL SERVICE	108.15
SONITROL ORANGE COUNTY LLC	DEC'21 AV & AQ CTR- ACCESS CONTROL SERVICE	108.15
SONITROL ORANGE COUNTY LLC	DEC'21-AVR-ACCESS CONTROL SERVICE	454.00
SONITROL ORANGE COUNTY LLC	JAN'22-AVR-ACCESS CONTROL SERVICE	454.00
SONITROL ORANGE COUNTY LLC	JAN'22 AV & AQ CTR- ACCESS CONTROL SERVICE	108.15
CAPISTRANO UNIFIED SCHOOL DISTRICT	10/3-10/24/21-AVMS FACILITY PERMIT#11944AV CLASSES	9.00
CAPISTRANO UNIFIED SCHOOL DISTRICT	9/12-10/31/21-CANYON VISTA FACILITY PERMIT#11955	209.79
CAPISTRANO UNIFIED SCHOOL DISTRICT	9/5-11/28/21-AVMS FACILITY PERMIT#11946	40.56
CAPISTRANO UNIFIED SCHOOL DISTRICT	8/22-11/21/21-AVMS FACILITY PERMIT#11954	83.02
CAPISTRANO UNIFIED SCHOOL DISTRICT	9/18-12/11/21-AVMS FACILITY PERMIT#11952	519.48
CAPISTRANO UNIFIED SCHOOL DISTRICT	10/30-12/4/21-AVMS FACILITY PERMIT#11942	24.40
LYONS SECURITY SERVICE IN	DEC'21-68HRS SECURITY SRV-FACILITY RESERVATION	1,774.80
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	JAN-MAR'22 AVR- HVAC QUARTERLY MAINT	2,938.09
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	JAN'22-AVR-DOOR SWITCH INSTALLATION	388.74
RICOH USA	10/1-12/31/21 RICOH C2500 AVR-COPIES	507.38
RICOH USA	1/1 -1/31/22-AVR COPIER SUBSCRIPTION	21.00
CINTAS CORPORATION NO. 2	JAN'22 AVR FIRST AID MAINTENANCE	192.42
NIEVES LANDSCAPE INC	DEC'21-AVR-RAINWATER TRENCHES SRV	172.00
STAPLES ADVANTAGE	AVR-OFFICE SUPPLIES	51.71
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR #0819 AV RANCH WATER SRV	1,703.41

Vendor Name	Description (Item)	Amount
MOULTON NIGUEL WATER DIST	11/22-12/27/21 MTR#1100 AV RANCH WATER SRV	139.28
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR#5356 AV RANCH WATER SRV	281.54
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR#7892/6534 AV RANCH WATER SRV	551.42
MOULTON NIGUEL WATER DIST	11/22-12/27/21 MTR #0958 AV RANCH WATER SERVICE	119.72
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR #0973 AV RANCH WATER SERVICE	86.28
SO CAL EDISON	DEC'21 ACCT#4551 THE FARM ELECTRICITY	496.62
SO CAL EDISON	DEC'21 ACCT#6247 AV RANCH TRACKED CHARGES	918.16
SO CAL EDISON	DEC'21 ACCT#6247 AV RANCH ELECTRICITY	2,456.24
JIVE COMMUNICATIONS INC	DEC'21 AVR JIVE VOIP SERVICE & SUPPORT	613.86
RECREATION SERVICES TOTAL:		23,205.49
GF-AV RECREATION SERVICES TOTAL:		23,205.49

203 - GAS TAX

STREET MAINTENANCE

MOULTON NIGUEL WATER DIST	11/22-12/27/21 MTR #2066 MEDIANS WATER SRV	73.60
PV MAINTENANCE INC	DEC'21 STREET MAINTENANCE (GAS 55%)	28,314.57
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	JAN'22 DIGALERT DATABASE MAINT & 17 TICKETS	38.05
BEAR ELECTRICAL SOLUTIONS INC	DEC'21 TRAFFIC SIGNAL MONITORING-RESPONSE	3,127.00
BEAR ELECTRICAL SOLUTIONS INC	DEC'21 TRAFFIC SIGNAL MONITORING-ROUTINE	3,162.60
R F DICKSON CO INC	DEC'21 STREET SWEEPING SERVICES	8,668.66
MOULTON NIGUEL WATER DIST	11/22-12/27/21 MTR #4551 MEDIANS WATER SRV	101.79
MOULTON NIGUEL WATER DIST	11/22-12/27/21 MTR#6544 MEDIANS WATER SRV	103.00
SO CAL EDISON	DEC'21 GS1 MEDIANS ELECTRICITY	75.39
SO CAL EDISON	DEC'21 STREET LIGHTS LS2 ELECTRICITY	1,086.15
SO CAL EDISON	DEC'21 STREET LIGHTS LS1 ELECTRICITY	15,258.54
SO CAL EDISON	DEC'21 STREET LIGHTS TC1 ELECTRICITY	3,063.56
STREET MAINTENANCE TOTAL:		63,072.91
GAS TAX TOTAL:		63,072.91

204 - MEASURE M

GEN-MEASURE M

CABCO YELLOW INC	SMP-M2 FUND-DEC'21-26 TRIPS-TRANSPORTATION SRV	312.00
GEN-MEASURE M TOTAL:		312.00
MEASURE M TOTAL:		312.00

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

ERIC WINTER	DEC'21 CC MTG & AV SITE VISITS	530.00
REACH SPORTS MARKETING GROUP	AVR DIGITAL SIGNAGE SUBSCRIPTION	425.00
GEN-TECHNOLOGY GRANTS TOTAL:		955.00
TECHNOLOGY FUND TOTAL:		955.00

261 - CITY FAC.-AQUATIC CENTER

GEN-AQUATIC CENTER

COX COMMUNICATIONS, INC	12/19-1/18/22 ACCT #6701-AQ CTR-INTERNET	495.76
PV MAINTENANCE INC	DEC'21 AQ CTR MAINTENANCE	193.00
GARDAWORLD	JAN'22-AQ CTR-CASH COURIER SERVICE	371.54
THE GAS COMPANY	12/6-1/5/22 MTR#2349 AQ CTR GAS SERVICE	3,579.51
ALARM CONNECTIONS, LLC	JAN-MAR'22-AQ CTR- FIRE ALARM MONITORING	152.88
STAPLES ADVANTAGE	AQ CTR-OFFICE SUPPLIES	110.08
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR #6054 AQ CTR WATER SERVICE	361.87
MOULTON NIGUEL WATER DIST	11/15-12/20/21 MTR#2996 AQ CTR WATER SRV	195.51
THE ILLINI COMPANIES, INC	AUG'21 AQ CTR-POOL CHEMICALS	1,555.88
ALISO VIEJO BANQUET CENTER LLC	OCT-DEC'21-AQ CTR-MTR#4987 ELECTRICITY	3,791.60
KNORR SYSTEMS INC	DEC'21 AQ CTR-MONTHLY POOL MAINTENANCE	1,792.64
GEN-AQUATIC CENTER TOTAL:		12,600.27
CITY FAC.-AQUATIC CENTER TOTAL:		12,600.27

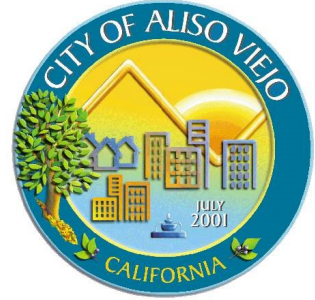
311 - STREET IMPROVEMENTS

ALL AMERICAN ASPHALT	NOV'21 #133 SLURRY SEAL RETENTION	(5,992.50)
		-5,992.50

Vendor Name	Description (Item)	Amount
STREETS & HIGHWAYS		
ALL AMERICAN ASPHALT	NOV'21 #133 SLURRY SEAL	119,850.00
ALL AMERICAN ASPHALT	NOV'21 CREDIT MEMO - SLURRY SEAL REVISION	(34.49)
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	DEC'21 #096 ALISO CREEK REHAB DESIGN	3,450.00
	STREETS & HIGHWAYS TOTAL:	123,265.51
	STREET IMPROVEMENTS TOTAL:	117,273.01
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
PV MAINTENANCE INC	DEC'21 #049 AVR TENT SHED SANDBAGGING	1,299.48
	CAPITAL IMPROVEMENTS TOTAL:	1,299.48
	CAPITAL IMPROVEMENTS TOTAL:	1,299.48
741 - RENEWABLE FARMS		
AARON FLORA	DEC'21 RENEWABLE FARMS-RETENTION PAYMENT	(2,418.50)
AARON FLORA	DEC'21 RENEWABLE FARMS-PAYMENT	24,185.00
		21,766.50
	RENEWABLE FARMS TOTAL:	21,766.50
	GRAND TOTAL:	505,004.96

City of Aliso Viejo

AGENDA ITEM



DATE: February 16, 2022

TO: Mayor and City Council

FROM: Sheryl Mariano, Accounting Supervisor

SUBJECT: TREASURER'S STATEMENTS – NOVEMBER AND DECEMBER 2021

Recommended Action:

Approve November and December 2021 Treasurer's Statements.

Fiscal Impact:

No Fiscal Impact

Background:

Per City policy, the Finance Department presents the monthly Treasurer's Statement for the City Council's review and approval. This statement shows the cash balances for the various funds, with a breakdown of bank account balances, investment account balances and the effective yield earned from investments.

Discussion:

The City's portfolio consists of investments in Certificates of Deposits (CD), Medium Term Notes, US Treasury bonds, Federal Agency (Government Sponsored Enterprises (GSE)) bonds, Corporate Notes (CN), and Local Agency Investment Fund (LAIF). All funds invested with LAIF are available for withdrawal within 24 hours.

With Proposition 1A, the State does not have the ability to borrow from funds invested in LAIF. CD's are insured by Federal Deposit Insurance Corporation (FDIC). FDIC is an independent agency created by Congress in 1933 to supervise banks, insure deposits, and help maintain a stable and sound banking system. Investments in agencies are backed by the implied guarantee of the U.S. government. All CN's purchased are rated "AA" or better by a nationally recognized rating agency.

Interest is credited to the City's bank account on a monthly basis. All deposits in excess of FDIC insurance limits are collateralized by the financial institution in accordance with government codes.

Fund transfers for capital projects and reimbursement of fiscal charges for the CFD 2005-01 are completed on a quarterly basis. Street improvements include payments for the Pacific Park Rehabilitation & Slurry Seal projects and are funded with Measure M and SB 1 funds. COP Capital provides funding for the AV Ranch project and is funded by Bond proceeds, General fund and Development Impact funds.

Attachments:

1. Nov'21 Treasurer's Statement
2. Dec'21 Treasurer's Statement

CITY OF ALISO VIEJO TREASURER'S MONTHLY CASH STATEMENT

November 30, 2021

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
GENERAL FUND	\$ 9,178,748.07	\$ 2,131,246.84	\$ 1,770,301.01	\$ -	\$ 9,539,693.90
TCRF	\$ 89,428.86	-	-	-	89,428.86
GAS TAX FUND	\$ 797,059.70	190,664.72	74,486.11	-	913,238.31
MEASURE M	\$ 662,906.64	174,632.27	-	-	837,538.91
SB1-RMRA	\$ 48,310.42	82,583.32	-	-	130,893.74
PUBLIC SAFETY GRANTS	\$ 144,000.82	19,319.67	11,205.23	-	152,115.26 ⁽¹⁾
AIR QUALITY IMPRVMT FD	\$ 1,016,714.86	-	-	-	1,016,714.86
INTEGRATED WASTE MGMT FD	\$ 17,462.38	-	3,973.45	-	13,488.93
OTHER GRANTS	\$ (38,332.68)	-	-	-	(38,332.68)
TECHNOLOGY GRANT	\$ 142,855.06	23,894.78	1,207.00	-	165,542.84
DEVELOPMENT IMPACT	\$ 1,410,622.33	-	-	-	1,410,622.33
FEDERAL GRANTS	\$ 2,846,994.11	-	-	-	2,846,994.11
CITY FACILITY - AV CTR	\$ 179,758.92	-	-	-	179,758.92
CITY FACILITY - AQUATIC CTR	\$ 98,437.05	38,422.40	107,746.12	-	29,113.33
STREET IMPROVEMENTS	\$ 54,987.65	-	68,902.23	-	(13,914.58) ⁽²⁾
CAPITAL IMPROVEMENTS	\$ (1,466.69)	-	87,681.37	-	(89,148.06) ⁽²⁾
STORM WATER	\$ (13,367.50)	-	370.00	-	(13,737.50) ⁽²⁾
COP CAPITAL	\$ -	-	-	-	- ⁽²⁾
COP	\$ (4,959.40)	-	-	-	(4,959.40)
AV RANCH FOUNDATION	\$ -	-	-	-	-
CFD 2005-01	\$ (2,604.68)	418,906.28	419,155.41	-	(2,853.81)
RENEWABLE FARMS	\$ 44,473.00	36,705.00	-	-	81,178.00
COMMUNITY TRUST	\$ 10,609.68	-	-	-	10,609.68
TOTALS	\$ 16,682,638.60	\$ 3,116,375.28	\$ 2,545,027.93	\$ -	\$ 17,253,985.95

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 7,692,922.53
SAVINGS ACCOUNT:	MONEY MARKET	\$ 25,690.86
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 9,535,372.56

TOTAL CASH

\$ 17,253,985.95

Years to Maturity for November 2021
Weighted Average Yield for November 2021

1.24
0.930%

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

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

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.

\$ 18,152,068.22

Cash With Fiscal Agent	COPS/CFD 2005-01	3,560,660.80
Cash With Investment Advisor	City Investments	13,107,007.70
AV Center		1,209,013.34
PR Account		272,196.38
Petty Cash		3,190.00

GRAND TOTAL OF CITY FUNDS

\$ 35,406,054.17

(1) Public Safety Grant includes the MDC and PVS Program Costs budgeted with SLESF funds.

(2) Transfers in and out are done on a quarterly basis.

Street Improvements include the Slurry Seal, Traffic Management and Street Improvement Projects.

Capital Improvements include park and AV Ranch improvement projects.

Storm Water includes the Dairy Fork and Wood Canyon Emergent Wetland Project.

(3) % of portfolio is based of investments & includes LAIF



Sheryl Mariano, Accounting Supervisor

City of Aliso Viejo

Portfolio Summary
As of 11/30/2021

Investment Type	Original Cost	Par Value	Market Value *	% of Portfolio
Federal Agency Coupon Securities	\$ 3,743,366	\$ 3,735,000	\$ 3,755,864	16.53%
LAIF	\$ 9,535,373	\$ 9,535,373	\$ 9,535,373	42.11%
Medium Term Notes	\$ 2,000,620	\$ 2,000,000	\$ 2,049,484	8.84%
FDIC CDs	\$ 6,364,897	\$ 6,370,000	\$ 6,512,383	28.11%
Treasury Coupon Securities	\$ 998,125	\$ 1,000,000	\$ 1,016,035	4.41%
Portfolio:	\$ 22,642,380	\$ 22,640,373	\$ 22,869,138	100.00%

Years To Maturity 1.24

Weighted Average Yield 0.930%

*Market Values obtained from US Bank Treasury Division

**City of Aliso Viejo
Portfolio Management
Portfolio Details - Investments
November 30, 2021**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
LAIF												
98-30-007	10000	LAIF			9,535,372.56	9,535,372.56	9,535,372.56	0.203		0.203	1	
Subtotal and Average			9,535,372.56		9,535,372.56	9,535,372.56	9,535,372.56			0.203	1	
Medium Term Notes												
037833DM9	10068	Apple		12/06/2019	500,000.00	511,861.00	497,165.00	1.800	Aa1	1.925	1,015	09/11/2024
594918BQ6	10069	Microsoft		12/06/2019	500,000.00	512,338.50	503,635.00	2.000	Aaa	1.794	615	08/08/2023
64952WDL4	10078	New York Life		01/22/2020	500,000.00	511,527.50	498,205.00	2.000	Aaa	2.076	1,148	01/22/2025
30231GBC5	10076	Exxon		12/12/2019	500,000.00	513,757.00	501,615.00	2.019	Aa2	1.946	989	08/16/2024
Subtotal and Average			2,000,620.00		2,000,000.00	2,049,484.00	2,000,620.00			1.935	941	
Federal Agency Coupon Securities												
3133ELCP7	10070	Federal Farm Credit Bank		12/09/2019	235,000.00	240,159.90	233,926.05	1.625	Aaa	1.721	1,098	12/03/2024
3133ELDU5	10079	Federal Farm Credit Bank		02/18/2020	500,000.00	500,278.00	500,745.00	1.580	Aaa	1.496	12	12/13/2021
3133ELNE0	10080	Federal Farm Credit Bank		02/14/2020	500,000.00	508,941.00	499,245.00	1.430	Aaa	1.469	805	02/14/2024
3133ELZF4	10096	Federal Farm Credit Bank		05/14/2020	500,000.00	500,645.50	499,745.00	0.270	Aaa	0.290	348	11/14/2022
3133ELG99	10099	Federal Farm Credit Bank		06/10/2020	500,000.00	495,497.00	498,220.00	0.375	Aaa	0.465	922	06/10/2024
3130A3VC5	10081	Federal Home Loan Bank		02/20/2020	500,000.00	517,148.50	514,900.00	2.250	Aaa	1.441	737	12/08/2023
3130AJ7E3	10085	Federal Home Loan Bank		02/21/2020	500,000.00	506,753.50	499,080.00	1.375	Aaa	1.438	443	02/17/2023
3137EAEX3	10103	Federal Home Loan Mtg Corp		10/20/2020	500,000.00	486,440.50	497,505.00	0.375	Aaa	0.478	1,392	09/23/2025
Subtotal and Average			3,743,366.05		3,735,000.00	3,755,863.90	3,743,366.05			1.058	692	
Treasury Coupon Securities												
912828T91	10067	U.S. Treasury		12/09/2019	500,000.00	510,683.50	500,175.78	1.625	Aaa	1.615	699	10/31/2023
912828YF1	10077	U.S. Treasury		12/12/2019	500,000.00	505,351.50	497,949.22	1.500	Aaa	1.652	288	09/15/2022
Subtotal and Average			998,125.00		1,000,000.00	1,016,035.00	998,125.00			1.634	494	
FDIC CDs												
02007GJX2	10063	Ally Bank		05/23/2019	245,000.00	245,000.00	245,000.00	2.450		2.450	173	05/23/2022
05580ASU9	10066	BMW Bank		10/11/2019	245,000.00	248,718.93	245,000.00	1.850		1.850	314	10/11/2022
05465DAK4	10088	Axos Bank		03/26/2020	245,000.00	254,969.79	245,000.00	1.650		1.651	846	03/26/2024
14042TAN7	10062	Capital One USA Bank		05/22/2019	245,000.00	245,000.00	245,000.00	2.450		2.450	173	05/23/2022
14042RPG0	10089	Capital One USA Bank		04/09/2020	245,000.00	256,602.22	244,412.00	1.600		1.651	1,224	04/08/2025
15118RUV7	10091	Celtic Bank		04/17/2020	245,000.00	253,366.26	245,000.00	1.400		1.401	868	04/17/2024
15201QDF1	10095	Centerstate Bank		04/30/2020	245,000.00	252,027.58	244,522.25	1.200		1.251	881	04/30/2024

**City of Aliso Viejo
Portfolio Management
Portfolio Details - Investments
November 30, 2021**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM 365	Days to Maturity	Maturity Date
FDIC CDs												
27002YEX0	10087	Eagle Bank		03/20/2020	245,000.00	254,242.14	244,510.00	1.550		1.603	840	03/20/2024
29278TKG4	10065	Enerbank USA		08/07/2019	245,000.00	245,000.00	245,000.00	2.050		2.050	250	08/08/2022
33847E3J4	10097	Flagstar Bank		05/15/2020	245,000.00	250,023.97	245,000.00	0.900		0.900	1,261	05/15/2025
32110YPS8	10094	First National Bank of America		04/23/2020	245,000.00	252,336.77	244,522.25	1.250		1.301	873	04/22/2024
38149MYB3	10105	Goldman Sachs Bank		08/11/2021	245,000.00	245,000.00	245,000.00	1.000		1.001	1,714	08/11/2026
538036JN5	10084	Live Oak Banking		02/28/2020	245,000.00	255,956.40	244,529.60	1.650		1.697	1,001	08/28/2024
58404DGU9	10092	Medallion Bank		04/30/2020	245,000.00	252,027.58	244,522.25	1.200		1.251	881	04/30/2024
59013KLQ7	10104	Merrick Bank		12/30/2020	245,000.00	243,990.11	245,000.00	0.550		0.550	1,490	12/30/2025
61690UUJ7	10086	Morgan Stanley Bank, NA		02/28/2020	245,000.00	258,239.07	244,416.90	1.800		1.852	1,184	02/27/2025
61760A4F3	10073	Morgan Stanley Pvt Bank		12/13/2019	245,000.00	259,084.32	244,416.90	1.950		2.002	1,107	12/12/2024
856285RU7	10072	Bank of India		12/06/2019	245,000.00	259,435.40	245,000.00	2.000		2.002	1,092	11/27/2024
7954505W1	10074	Sallie Mae Bank		12/13/2019	245,000.00	251,612.06	244,642.30	1.850		1.638	376	12/12/2022
87164DRQ5	10090	Synovus Bank		04/17/2020	245,000.00	245,000.00	245,000.00	1.200		0.964	138	04/18/2022
866264DP6	10098	Summit State Bank		05/18/2020	245,000.00	249,543.28	244,402.20	0.850		0.901	1,261	05/15/2025
87164WYW2	10064	Synchrony Bank		05/24/2019	245,000.00	245,000.00	245,000.00	2.450		2.450	174	05/24/2022
89214PCQ0	10093	Townebank		04/29/2020	245,000.00	245,000.00	245,000.00	1.150		1.150	149	04/29/2022
89235MJS1	10100	Toyota Financial		06/30/2020	245,000.00	248,769.08	245,000.00	0.800		0.729	1,307	06/30/2025
90348JR93	10106	UBS Bank		08/11/2021	245,000.00	245,000.00	245,000.00	0.950		0.951	1,714	08/11/2026
949495AA3	10071	Wells Fargo Bank West		12/13/2019	245,000.00	251,437.87	245,000.00	1.800		1.802	377	12/13/2022
Subtotal and Average			6,593,563.32		6,370,000.00	6,512,382.83	6,364,896.65			1.519	833	
Total and Average			22,871,046.93		22,640,372.56	22,869,138.29	22,642,380.26			0.930	454	

City of Aliso Viejo
Transaction Activity Report
November 1, 2021 - November 30, 2021
Sorted by Fund - Transaction Date
All Funds

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
10067	999	912828T91	USTR 1.625% MAT	Interest	11/01/2021	U.S. Treasury			4,062.50	4,062.50
10084	999	538036JN5	LIVOAK 1.65% MAT	Interest	11/01/2021	Live Oak Banking			343.34	343.34
10104	999	59013KLQ7	MERRIC 0.55% MAT	Interest	11/01/2021	Merrick Bank			110.75	110.75
10092	999	58404DGU9	MEDBNK 1.2% MAT	Interest	11/02/2021	Medallion Bank			1,474.03	1,474.03
10095	999	15201QDF1	CTRSTE 1.2% MAT	Interest	11/05/2021	Centerstate Bank			1,474.03	1,474.03
10106	999	90348JR93	UBS 0.95% MAT	Interest	11/12/2021	UBS Bank			197.68	197.68
10071	999	949495AA3	WFC 1.8% MAT	Interest	11/15/2021	Wells Fargo Bank			374.55	374.55
10096	999	3133ELZF4	FFCB 0.27% MAT	Interest	11/15/2021	Federal Farm Credit			675.00	675.00
10097	999	33847E3J4	FLAG 0.9% MAT	Interest	11/15/2021	Flagstar Bank			1,111.56	1,111.56
10098	999	866264DP6	SUMM 0.85% MAT	Interest	11/15/2021	Summit State Bank			1,049.81	1,049.81
10091	999	15118RUV7	CELTIC 1.4% MAT	Interest	11/17/2021	Celtic Bank			291.32	291.32
10062	999	14042TAN7	CAPONE 2.45% MAT	Interest	11/22/2021	Capital One USA			3,025.92	3,025.92
10087	999	27002YEX0	EGBN 1.55% MAT	Interest	11/22/2021	Eagle Bank			322.53	322.53
10094	999	32110YPS8	FNAMER 1.25% MAT	Interest	11/22/2021	First National Bank			260.10	260.10
10063	999	02007GJX2	ALLY 2.45% MAT	Interest	11/23/2021	Ally Bank			3,025.92	3,025.92
10064	999	87164WYW2	SYNC 2.45% MAT	Interest	11/24/2021	Synchrony Bank			3,025.92	3,025.92
10088	999	05465DAK4	BOFI 1.65% MAT	Interest	11/26/2021	Axos Bank			343.34	343.34
10059	999	254673XL5	DISC 3.25% MAT	Redemption	11/29/2021	Discover Bank		245,000.00		245,000.00
10059	999	254673XL5	DISC 3.25% MAT	Interest	11/29/2021	Discover Bank			4,013.97	4,013.97
10072	999	856285RU7	SBIIN 2.0% MAT	Interest	11/29/2021	Bank of India			2,470.14	2,470.14
10104	999	59013KLQ7	MERRIC 0.55% MAT	Interest	11/30/2021	Merrick Bank			114.45	114.45
Totals for Pooled Cash								245,000.00	27,766.86	272,766.86
Grand Total								245,000.00	27,766.86	272,766.86

Run Date: 12/21/2021 - 12:13

Portfolio CAVJ
CC
TA (PRF_TA) 7.1.1
Report Ver. 7.3.6.1

California State Treasurer
Fiona Ma, CPA



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

CITY OF ALISO VIEJO

FINANCE DIRECTOR
12 JOURNEY, #100
ALISO VIEJO, CA 92656

Account Number: 98-30-007

November 2021 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	9,535,372.56
Total Withdrawal:	0.00	Ending Balance:	9,535,372.56



PMIA/LAIF Performance Report as of 12/10/21



PMIA Average Monthly Effective Yields⁽¹⁾

Nov	0.203
Oct	0.203
Sep	0.206

Quarterly Performance Quarter Ended 09/30/21

LAIF Apportionment Rate ⁽²⁾ :	0.24
LAIF Earnings Ratio ⁽²⁾ :	0.00000661958813242
LAIF Fair Value Factor ⁽¹⁾ :	0.999873661
PMIA Daily ⁽¹⁾ :	0.20%
PMIA Quarter to Date ⁽¹⁾ :	0.22%
PMIA Average Life ⁽¹⁾ :	321

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 11/30/21 \$178.6 billion

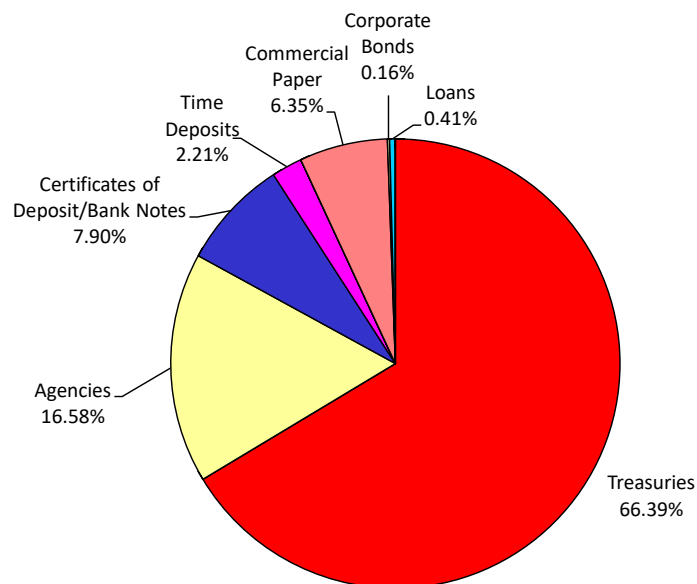


Chart does not include \$7,037,000.00 in mortgages, which equates to 0.003941%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

CITY OF ALISO VIEJO TREASURER'S MONTHLY CASH STATEMENT

December 31, 2021

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
GENERAL FUND	\$ 9,539,693.90	\$ 2,120,672.04	\$ 1,724,123.58	\$ (46,167.31)	\$ 9,890,075.05
TCRF	\$ 89,428.86	363.73			89,792.59
GAS TAX FUND	\$ 913,238.31	94,690.03	77,593.11	(27,536.50)	902,798.73
MEASURE M	\$ 837,538.91	3,007.21		(65,139.45)	775,406.67
SB1-RMRA	\$ 130,893.74	79,990.69		-	210,884.43
PUBLIC SAFETY GRANTS	\$ 152,115.26	18,370.49	15,617.42		154,868.33 (1)
AIR QUALITY IMPRVMT FD	\$ 1,016,714.86	20,513.68			1,037,228.54
INTEGRATED WASTE MGMT FD	\$ 13,488.93	62.94	-		13,551.87
OTHER GRANTS	\$ (38,332.68)	-		(79,252.37)	(117,585.05)
TECHNOLOGY GRANT	\$ 165,542.84	627.77	1,011.00		165,159.61
DEVELOPMENT IMPACT	\$ 1,410,622.33				1,410,622.33
FEDERAL GRANTS	\$ 2,846,994.11	11,587.29		(261.00)	2,858,320.40
CITY FACILITY - AV CTR	\$ 179,758.92				179,758.92
CITY FACILITY - AQUATIC CTR	\$ 29,113.33	52,573.73	77,368.77		4,318.29
STREET IMPROVEMENTS	\$ (13,914.58)	-	9,347.00	92,675.95	69,414.37 (2)
CAPITAL IMPROVEMENTS	\$ (89,148.06)	-	11,378.12	100,526.18	- (2)
STORM WATER	\$ (13,737.50)		11,417.00	25,154.50	- (2)
COP CAPITAL	\$ -				- (2)
COP	\$ (4,959.40)	-	-		(4,959.40)
AV RANCH FOUNDATION	\$ -				-
CFD 2005-01	\$ (2,853.81)	706,276.06	706,416.06		(2,993.81)
RENEWABLE FARMS	\$ 81,178.00	31,236.30	69,883.00		42,531.30
COMMUNITY TRUST	\$ 10,609.68				10,609.68
TOTALS	\$ 17,253,985.95	\$ 3,139,971.96	\$ 2,704,155.06	\$ -	\$ 17,689,802.85

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 6,128,739.21
SAVINGS ACCOUNT:	MONEY MARKET	\$ 25,691.08
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 11,535,372.56

TOTAL CASH

\$ 17,689,802.85

Years to Maturity for December 2021
Weighted Average Yield for December 2021

1.12
0.860%

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

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

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.

\$ 18,444,745.57

Cash With Fiscal Agent	COPS/CFD 2005-01	4,266,940.16
Cash With Investment Advisor	City Investments	12,606,262.70
AV Center		1,254,088.73
PR Account		314,453.98
Petty Cash		3,000.00

GRAND TOTAL OF CITY FUNDS

\$ 36,134,548.42

(1) Public Safety Grant includes the MDC and PVS Program Costs budgeted with SLESF funds

(2) Transfers in and out are done on a quarterly basis.

Street Improvements include the Slurry Seal, Traffic Management and Street Improvement Projects

Capital Improvements include park and AV Ranch improvement projects.

Storm Water includes the Dairy Fork and Wood Canyon Emergent Wetland Project.

(3) % of portfolio is based of investments & includes LAIF



Sheryl Mariano, Accounting Supervisor

City of Aliso Viejo

Portfolio Summary

As of 12/31/2021

Investment Type	Original Cost	Par Value	Market Value *	% of Portfolio
Federal Agency Coupon Securities	\$ 3,242,621	\$ 3,235,000	\$ 3,253,002	13.43%
LAIF	\$ 11,535,373	\$ 11,535,373	\$ 11,535,373	47.78%
Medium Term Notes	\$ 2,000,620	\$ 2,000,000	\$ 2,043,890	8.29%
FDIC CDs	\$ 6,364,897	\$ 6,370,000	\$ 6,429,297	26.36%
Treasury Coupon Securities	\$ 998,125	\$ 1,000,000	\$ 1,012,871	4.13%
Portfolio:	\$ 24,141,635	\$ 24,140,373	\$ 24,274,433	100.00%

Years To Maturity 1.12

Weighted Average Yield 0.860%

*Market Values obtained from US Bank Treasury Division

Holdings Report

City of Aliso Viejo

December 31, 2021

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
87164DRQ5	Synovus Bank 1.200%	04/18/2022	245,000.00	04/17/2020	245,000.00	100.28	245,697.27	1.01%	NR/NR	0.30
				0.96%	245,000.00	1.20%	612.16	697.27	NR	0.33
89214PCQ0	Towne Bank 1.150%	04/29/2022	245,000.00	04/29/2020	245,000.00	100.30	245,727.90	1.01%	NR/NR	0.33
				1.15%	245,000.00	1.15%	494.03	727.90	NR	0.36
02007GJX2	Ally Bank 2.450%	05/23/2022	245,000.00	05/23/2019	245,000.00	100.87	247,138.36	1.01%	NR/NR	0.39
				2.45%	245,000.00	2.44%	641.36	2,138.36	NR	0.43
14042TAN7	Capital One Bank USA 2.450%	05/23/2022	245,000.00	05/22/2019	245,000.00	100.87	247,138.36	1.01%	NR/NR	0.39
				2.45%	245,000.00	2.44%	657.81	2,138.36	NR	0.43
87164WYW2	Synchrony Bank 2.450%	05/24/2022	245,000.00	05/24/2019	245,000.00	100.88	247,153.31	1.01%	NR/NR	0.39
				2.45%	245,000.00	2.44%	624.92	2,153.31	NR	0.43
29278TKG4	EnerBank 2.050%	08/08/2022	245,000.00	08/07/2019	245,000.00	101.08	247,645.27	1.01%	NR/NR	0.60
				2.05%	245,000.00	2.05%	2,022.76	2,645.27	NR	0.63
05580ASU9	BMW Bank 1.850%	10/11/2022	245,000.00	10/11/2019	245,000.00	101.20	247,942.21	1.01%	NR/NR	0.78
				1.85%	245,000.00	-0.10%	1,018.26	2,942.21	NR	0.80
7954505W1	Sallie Mae Bank 1.850%	12/12/2022	245,000.00	12/13/2019	244,642.30	101.43	248,504.73	1.01%	NR/NR	0.95
				1.64%	244,642.30	-0.98%	235.94	3,862.43	NR	0.97
949495AA3	Wells Fargo National Bank West 1.800%	12/13/2022	245,000.00	12/13/2019	245,000.00	101.38	248,389.33	1.01%	NR/NR	0.95
				1.81%	245,000.00	-0.95%	229.56	3,389.33	NR	0.98
27002YEX0	EagleBank 1.550%	03/20/2024	245,000.00	03/20/2020	244,510.00	101.86	249,565.33	1.01%	NR/NR	2.22
				1.60%	244,510.00	-0.15%	124.85	5,055.33	NR	2.20
05465DAK4	Axos Bank 1.650%	03/26/2024	245,000.00	03/26/2020	245,000.00	102.09	250,120.75	1.01%	NR/NR	2.24
				1.65%	245,000.00	-0.17%	66.45	5,120.75	NR	2.22
15118RUV7	Celtic Bank 1.400%	04/17/2024	245,000.00	04/17/2020	245,000.00	101.54	248,773.25	1.01%	NR/NR	2.30
				1.40%	245,000.00	-0.09%	140.96	3,773.25	NR	2.28
32110YPS8	First National Bank of America 1.250%	04/22/2024	245,000.00	04/23/2020	244,522.25	101.20	247,934.61	1.01%	NR/NR	2.31
				1.30%	244,522.25	-0.05%	83.90	3,412.36	NR	2.30
15201QDF1	CenterState Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	101.08	247,643.55	1.01%	NR/NR	2.33
				1.25%	244,522.25	-0.03%	507.45	3,121.30	NR	2.33
58404DGU9	Medallion Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	101.08	247,643.55	1.01%	NR/NR	2.33
				1.25%	244,522.25	-0.03%	507.45	3,121.30	NR	2.33
538036JN5	Live Oak Banking 1.650%	08/28/2024	245,000.00	02/28/2020	244,529.60	102.20	250,386.08	1.01%	NR/NR	2.66
				1.69%	244,529.60	-0.03%	343.34	5,856.48	NR	2.61
856285RU7	State Bank of India 2.000%	11/27/2024	245,000.00	12/06/2019	245,000.00	103.22	252,884.35	1.01%	NR/NR	2.91
				2.00%	245,000.00	-0.03%	469.86	7,884.35	NR	2.84
61760A4F3	Morgan Stanley Private Bank 1.950%	12/12/2024	245,000.00	12/13/2019	244,416.90	103.09	252,572.95	1.01%	NR/NR	2.95
				2.00%	244,416.90	0.00%	261.78	8,156.05	NR	2.89
61690UUJ7	Morgan Stanley Bank 1.800%	02/27/2025	245,000.00	02/28/2020	244,416.90	102.68	251,567.47	1.01%	NR/NR	3.16
				1.85%	244,416.90	0.08%	1,534.44	7,150.57	NR	3.07

Holdings Report

City of Aliso Viejo

December 31, 2021

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
14042RPG0	Capital One Bank NA 1.600%	04/08/2025	245,000.00	04/09/2020 1.65%	244,412.00 244,412.00	102.05 0.15%	250,013.19 912.88	1.01% 5,601.19	NR/NR NR	3.27 3.20
33847E3J4	Flagstar Bank 0.900%	05/15/2025	245,000.00	05/15/2020 0.90%	245,000.00 245,000.00	99.71 0.29%	244,294.40 283.93	1.01% -705.60	NR/NR NR	3.37 3.35
866264DP6	Summit State Bank 0.850%	05/15/2025	245,000.00	05/18/2020 0.90%	244,402.20 244,402.20	99.55 0.30%	243,888.68 268.16	1.01% -513.52	NR/NR NR	3.37 3.35
89235MJS1	Toyota Financial Savings Bank 0.800%	06/30/2025	245,000.00	06/30/2020 0.73%	245,000.00 245,000.00	99.26 0.36%	243,178.92 16.11	1.01% -1,821.08	NR/NR NR	3.50 3.47
59013KLQ7	Merrick Bank 0.550%	12/30/2025	245,000.00	12/30/2020 0.55%	245,000.00 245,000.00	97.72 0.65%	239,403.96 7.38	1.01% -5,596.04	NR/NR NR	4.00 3.98
90348JR93	UBS Bank USA 0.950%	08/11/2026	245,000.00	08/11/2021 0.95%	245,000.00 245,000.00	98.68 0.95%	241,767.96 133.91	1.01% -3,232.04	NR/NR NR	4.61 4.52
38149MYB3	Goldman Sachs Bank 1.000%	08/11/2026	245,000.00	08/11/2021 1.00%	245,000.00 245,000.00	98.91 1.00%	242,321.42 959.86	1.01% -2,678.58	NR/NR NR	4.61 4.52
					6,364,896.65		6,429,297.16	26.36%		2.20
Total Certificates of Deposit			6,370,000.00	1.52%	6,364,896.65	0.50%	13,159.51	64,400.51		2.19
Corporate Bonds										
594918BQ6	Microsoft 2.000%	08/08/2023 06/08/2023	500,000.00	12/06/2019 1.79%	503,635.00 503,635.00	101.90 0.45%	509,477.00 3,972.22	2.09% 5,842.00	Aaa/AAA AAA	1.60 1.32
30231GBC5	Exxon Mobil 2.019%	08/16/2024 07/16/2024	500,000.00	12/12/2019 1.95%	501,615.00 501,615.00	102.66 0.95%	513,316.50 3,785.62	2.08% 11,701.50	Aa2/AA- NR	2.63 2.54
037833DM9	Apple 1.800%	09/11/2024 08/11/2024	500,000.00	12/06/2019 1.92%	497,165.00 497,165.00	102.15 0.91%	510,759.00 2,750.00	2.06% 13,594.00	Aaa/AA+ NR	2.70 2.62
64952WDL4	New York Life 2.000%	01/22/2025	500,000.00	01/22/2020 2.08%	498,205.00 498,205.00	102.07 1.23%	510,337.50 4,416.67	2.06% 12,132.50	Aaa/AA+ AAA	3.06 2.98
					2,000,620.00		2,043,890.00	8.29%		2.50
Total Corporate Bonds			2,000,000.00	1.93%	2,000,620.00	0.88%	14,924.51	43,270.00		2.36
LAIF										
9830007	LAIF 0.212%	01/01/2022	11,535,372.56	12/23/2021 0.21%	11,535,372.56 11,535,372.56	1.00 0.21%	11,535,372.56 0.00	47.78% 0.00	NR/NR NR	0.00 0.00

Holdings Report

City of Aliso Viejo

December 31, 2021

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
					11,535,372.56		11,535,372.56	47.78%		0.00
Total LAIF			11,535,372.56	0.21%	11,535,372.56	0.21%	0.00	0.00		0.00
U.S. Agencies										
3133ELZF4	FFCB 0.270%	11/14/2022	500,000.00	05/14/2020 0.29%	499,745.00 499,745.00	100.14 0.12%	500,713.00 176.25	2.07% 968.00	Aaa/AA+ AAA	0.87 0.90
3130AJ7E3	FHLB 1.375%	02/17/2023	500,000.00	02/21/2020 1.44%	499,080.00 499,080.00	101.07 0.18%	505,354.00 2,559.03	2.07% 6,274.00	Aaa/AA+ AAA	1.13 1.15
3130A3VC5	FHLB 2.250%	12/08/2023	500,000.00	02/20/2020 1.44%	514,900.00 514,900.00	102.91 0.47%	514,550.50 718.75	2.13% -349.50	Aaa/AA+ AAA	1.94 1.93
3133ELNE0	FFCB 1.430%	02/14/2024	500,000.00	02/14/2020 1.47%	499,245.00 499,245.00	101.83 0.58%	509,164.50 2,720.97	2.07% 9,919.50	Aaa/AA+ AAA	2.12 2.11
3133ELG99	FFCB 0.375%	06/10/2024	500,000.00	06/10/2020 0.46%	498,220.00 498,220.00	99.30 0.75%	496,497.00 109.38	2.06% -1,723.00	Aaa/AA+ AAA	2.44 2.46
3133ELCP7	FFCB 1.625%	12/03/2024	235,000.00	12/09/2019 1.72%	233,926.05 233,926.05	102.31 0.86%	240,419.10 297.01	0.97% 6,493.05	Aaa/AA+ AAA	2.93 2.90
3137EAEX3	FHLMC 0.375%	09/23/2025	500,000.00	10/20/2020 0.48%	497,505.00 497,505.00	97.26 1.12%	486,304.00 510.42	2.06% -11,201.00	Aaa/AA+ AAA	3.73 3.73
					3,242,621.05		3,253,002.10	13.43%		2.10
Total U.S. Agencies			3,235,000.00	0.99%	3,242,621.05	0.56%	7,091.81	10,381.05		2.11
U.S. Treasuries										
912828YF1	U.S. Treasury 1.500%	09/15/2022	500,000.00	12/12/2019 1.65%	497,949.22 497,949.22	100.88 -0.02%	504,414.00 2,237.57	2.06% 6,464.78	Aaa/AA+ AAA	0.71 0.73
912828T91	U.S. Treasury 1.625%	10/31/2023	500,000.00	12/09/2019 1.62%	500,175.78 500,175.78	101.69 0.45%	508,457.00 1,391.57	2.07% 8,281.22	Aaa/AA+ AAA	1.83 1.84
					998,125.00		1,012,871.00	4.13%		1.27
Total U.S. Treasuries			1,000,000.00	1.63%	998,125.00	0.22%	3,629.14	14,746.00		1.29
					24,141,635.26		24,274,432.82	100.00%		1.12
TOTAL PORTFOLIO			24,140,372.56	0.86%	24,141,635.26	0.39%	38,804.97	132,797.56		1.11
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							24,313,237.79			

Transaction Report

City of Aliso Viejo

December 01, 2021 - December 31, 2021

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
12/01/2021	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	332.26	-	-
12/03/2021	Interest	3133ELCP7	FFCB 1 5/8 12/03/24	12/03/2024	-	-	1,909.38	-	-
12/08/2021	Interest	3130A3VC5	FHLB 2 1/4 12/08/23	12/08/2023	-	-	5,625.00	-	-
12/10/2021	Interest	3133ELG99	FFCB 0 3/8 06/10/24	06/10/2024	-	-	937.50	-	-
12/13/2021	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	191.30	-	-
12/13/2021	Interest	61760A4F3	MS 1.95 12/12/24	12/12/2024	-	-	2,395.29	-	-
12/13/2021	Interest	7954505W1	SALLMA 1.85 12/12/22	12/12/2022	-	-	2,297.29	-	-
12/13/2021	Interest	949495AA3	WFC 1.8 12/13/22	12/13/2022	-	-	362.47	-	-
12/13/2021	Interest	3133ELDU5	FFCB 1.58 12/13/21	12/13/2021	-	-	3,950.00	-	-
12/13/2021	Maturity	3133ELDU5	FFCB 1.58 12/13/21	12/13/2021	-	500,000.00	-	-	-
12/17/2021	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	281.92	-	-
12/20/2021	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	312.12	-	-
12/22/2021	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	251.71	-	-
12/23/2021	Purchase	9830007	LAIF		-2,000,000.00	-	-	-	-
12/27/2021	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	332.26	-	-
12/29/2021	Interest	89235MJS1	TOYFBN 0.8 06/30/25	06/30/2025	-	-	982.68	-	-
12/30/2021	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	110.75	-	-
Grand Total:					-2,000,000.00	500,000.00	20,271.93	0.00	0.00

California State Treasurer
Fiona Ma, CPA



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

CITY OF ALISO VIEJO

FINANCE DIRECTOR
12 JOURNEY, #100
ALISO VIEJO, CA 92656

Account Number: 98-30-007

December 2021 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
12/23/2021	12/22/2021	RD	1692516	1652745	SHERYL MARIANO	2,000,000.00

Account Summary

Total Deposit:	2,000,000.00	Beginning Balance:	9,535,372.56
Total Withdrawal:	0.00	Ending Balance:	11,535,372.56



PMIA/LAIF Performance Report as of 01/13/22



PMIA Average Monthly Effective Yields⁽¹⁾

Dec	0.212
Nov	0.203
Oct	0.203

Quarterly Performance Quarter Ended 12/31/21

LAIF Apportionment Rate ⁽²⁾ :	0.23
LAIF Earnings Ratio ⁽²⁾ :	0.00000625812849570
LAIF Fair Value Factor ⁽¹⁾ :	0.997439120
PMIA Daily ⁽¹⁾ :	0.22%
PMIA Quarter to Date ⁽¹⁾ :	0.21%
PMIA Average Life ⁽¹⁾ :	340

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/21 \$181.4 billion

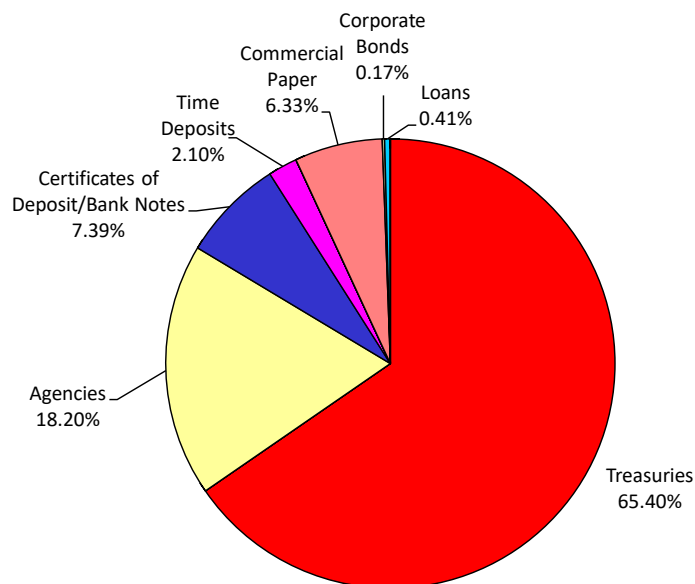


Chart does not include \$6,716,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

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

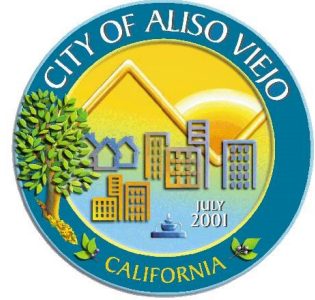
Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Aliso Viejo

AGENDA ITEM



DATE: February 16, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AGREEMENT WITH PEAK LIGHTING AND ELECTRIC, INC. FOR
INTERIOR AND EXTERIOR LIGHTING MAINTENANCE SERVICES

Recommended Actions:

1. Approve Professional Services Agreement with Peak Lighting and Electric, Inc. to perform Interior and Exterior Lighting Maintenance Services; and
2. Authorize the City Manager to execute the agreement with Peak Lighting and Electric, Inc. for an amount not to exceed \$75,000.

Fiscal Impact:

The contractor fee for this work is estimated to be a total of \$75,000 through the initial agreement period through June 30, 2025 including a contingency for extra work and for unforeseen lighting repairs. Lighting maintenance is funded through the General Fund and the Aquatic/Aliso Viejo Center Funds. Sufficient funding is included in the FY 2021-22 Budget.

Background:

The City currently owns and maintains six (6) City facilities requiring lighting maintenance services: Aliso Viejo Center, Aquatic Center, Iglesia Park/Community Center, City Hall, Vista Park, and Aliso Viejo Ranch.

Staff issued a Request for Proposals (RFP) for Interior and Exterior Lighting Maintenance Services on September 10, 2021. The RFPs were advertised on the City website. On October 14, 2021 staff received three proposals for this service from Peak Lighting and Electric, Baker Electric, and AMTEK. Staff reviewed the proposals for completeness, understanding of the work, work plan, references, capabilities of the company, and fee.

Discussion:

Rankings based upon the required criteria are as follows:

1. Peak Lighting and Electric
2. Baker Electric
3. AMTEK

Staff recommends Peak Lighting and Electric to continue performing the Interior and Exterior Lighting Maintenance Services for the City. They have provided acceptable service during the past and continue to work in neighboring cities and local associations. Their proposal addressed the specific tasks required in the scope of services. Peak Lighting and Electric is headquartered in Orange.

Peak Lighting and Electric will continue to provide the requested services at Aliso Viejo Center, Aquatic Center, Iglesia Park/Community Center, City Hall, Vista Park, and Aliso Viejo Ranch for approximately \$11,000 total per year. Additional costs beyond preventive maintenance will be authorized by City staff prior to commencing the work. The initial term of the agreement will be from February 16, 2022 through June 30, 2025. The City has the option to renew the agreement for two additional one-year terms.

Attachment:

1. Agreement

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
INTERIOR AND EXTERIOR LIGHTING MAINTENANCE SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 (“City”) and **Peak Lighting and Electric, Inc.** a **corporation**, with its principal place of business at **1411 N. Batavia St. #122, Orange, CA 92867** (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of professional **Interior and Exterior Lighting Maintenance** services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **Interior and Exterior Lighting Maintenance** 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 Contractor to render such services for the **Interior and Exterior Lighting Maintenance Services** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 **Interior and Exterior Lighting Maintenance** 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 **February 16, 2022** to **June 30, 2025**, 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. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

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

3.2.2 Schedule of Services.

3.2.2.1 Contractor 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. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being

made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

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

3.2.4 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor 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 Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Steven Peak.

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

3.2.6 Contractor's Representative. Contractor hereby designates Steven Peak, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors 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, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors 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 Contractor and shall not be reemployed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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 Contractor 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, Contractor agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

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

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

- (c) Contractors Pollution Liability: (if necessary)

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

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

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

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

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

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

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

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

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; 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 Contractor from waiving the right of subrogation prior to a loss. Contractor 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 Contractor, 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, Contractor 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. Contractor 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 Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor 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 Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions where applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, 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. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seventy Five Thousand Dollars (\$75,000.00)** (“Total Compensation”) without written approval of City’s **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

3.3.3 Reimbursement for Expenses. Contractor 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 Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by

law. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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:

Contractor:

Peak Lighting and Electric, Inc.
1411 N. Batavia St. #122,
Orange, CA 92867
Attn: Steven Peak

City:

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

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor 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 Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor 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 Contractor'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 Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give City written notice of Contractor's objection to the City's release of Proprietary Information. Contractor 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) Contractor 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. Contractor shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Agreement. Contractor shall submit to the City a statement signed by an authorized representative for Contractor certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Contractor's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

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

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

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Contractor 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 Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses except

such loss or damage caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Contractor or the City, its officials, officers, employees, agents or volunteers.

3.5.7.2 If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor'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, Contractor'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 Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor'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 Contractors. City reserves right to employ other Contractors 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. Contractor 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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, Contractor 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. Contractor 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. Contractor 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 Contractor and all of Contractor's employees, including any employee(s) that Contractor intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

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

[Signatures on following page.]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ALISO VIEJO AND PEAK LIGHTING AND ELECTRIC,
INC.**

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2022.

CITY OF ALISO VIEJO

Approved:

By: _____
David Doyle
City Manager

ATTEST:

By: _____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____
Department of Financial Services

PEAK LIGHTING AND ELECTRIC, INC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by Contractor and all of Contractor'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

Scope of Work – Interior & Exterior Lighting Maintenance Services for City Facilities

Provide Interior & Exterior Lighting Maintenance Services for City Hall, Iglesia Community Center, Aliso Viejo Center, Aliso Viejo Aquatics Center, and The Aliso Viejo Ranch. The Lighting maintenance services will be provided once per month.

Iglesia Park – 24671 Via Iglesia

- Walkways path lights (6)- 80watt LED 5k post top
- Tennis court lights (18) – 300-watt LED 5K Tenon Mount
- Handball court lights- (2) -300-watt LED 5k Tenon Mount
- Interior and exterior building lights – T8740 4’ fluorescent/Par 38 flood/9wLED

City Hall – 12 Journey

- Parking lot light poles. (8)
- Interior and Exterior Lights (Suites, lobby, stairways, hallways, Council Chambers, four restrooms, and utility rooms)
- Bollards (9)
- All Suites (Suite 100, 200, 280, 285, 201, and 255)

Aquatic Center, Aliso Viejo Center, Vista Park – 29 & 31 Santa Barbara

- Parking lot pole lights (18) double fixtures
- Walkway bollards lights
- Interior troffer lights
- Interior recessed lights
- Misc. Picnic areas, shade cover lights
- Pool Lights

Aliso Viejo Ranch – 100 Park Avenue

- Parking lot pole lights
- Walkway bollard lights
- Interior and Exterior lights
- Grounds décor lights
- Outdoor string lights
- Buildings H New Barn, A- Old Barn, B-Bunkhouse, C&D Woodsheds, E-Metal Shed and G-Forman’s House

The Specific service to be performed are described below:

- LED upgrade as requested
- Replace defective lamps as needed.
- Replace defective ballasts for all such lamps as required.
- Repair wiring, contactors, and time clocks which control all common area lighting and outdoor lights as needed.
- Replace lamps holders, sockets, and brackets as required.
- Clean lenses, diffusers, and refractors as the time of lamp replacements.
- Replace cracked and broken lenses as required.
- Notify and provide the City with proposals to replace significant equipment or items related to potential liability involving electrical systems.
- All personnel working on the systems will be qualified electricians and will have the ability to use a lift truck.
- Additional services shall be performed on an as-needed basis as directed by the City.

Service shall be performed during regular business hours: Monday-Thursday 7:30 a.m.- 5:30 p.m.: and every other Friday 7:30 a.m. - 4:30 p.m. During emergencies, Work may be required outside of regular business hours.

The successful Proposer shall be responsible for providing a lift truck and all other equipment and supplies necessary to perform the lighting maintenance services.

Suppose at any time there is determined to be major electrical repair work needed due to wiring problems within the existing electrical system. In that case, the City will be notified, and a quotation issued before beginning work. Also, any special equipment (other than lift truck) that must be obtained to perform lighting maintenance, such as scissors lifts, scaffolding, etc., will be quoted separately to the City.

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, 2025 to June 30, 2026. The second renewal period shall be from July 1, 2026 to June 30, 2027.

EXHIBIT “C”

COMPENSATION

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

	Peak Lighting Rates (MONTHLY)	
City Hall	\$	99.00
Iglesia Center	\$	99.00
Aquatic	\$	199.00
AV	\$	99.00
Vista Park	\$	99.00
Ranch	\$	199.00
Iglesia Park	\$	99.00

Normal Labor rates \$79.00/hr., / High reach work requiring a boom or special equipment
\$99.00/hr., / After-hours emergency rates \$129.00/hr.



City of Aliso Viejo

COUNCIL POLICY

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

PURPOSE

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

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

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

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

POLICY

1. GENERAL

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

2. DEFINITIONS

- a. Fraud – Fraud and other similar irregularities including, but not limited to:
 - i. claim for reimbursement of expenses that are not job-related or authorized by current policy;
 - ii. forgery or unauthorized alteration of documents (checks, time sheets, independent contractor agreements, purchase orders, budgets, etc.);



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	2 of 8

- iii. misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);
- iv. improprieties in the handling or reporting of money or financial transactions;
- v. authorizing or receiving payment for goods not received or services not performed;
- vi. computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software;
- vii. misrepresentation of information on documents;
- viii. any violation of Federal, State, or Local laws related to dishonest activities or fraud;
- ix. seeking or accepting anything of material value from those doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the City's Conflict of Interest Code, which incorporates the Fair Political Practices Commission's regulations;
- x. obtaining profit or personal gain as a result of "insider" knowledge of City activities;
- xi. disclosing confidential and proprietary information to outside parties; or
- xii. Intentional, false representation or concealment of material fact for the purpose of personal gain.

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

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

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



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	3 of 8

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

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

3. INVESTIGATION

- a. It is the City's intent to fully investigate any suspected acts of fraud. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.
- b. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- c. The Internal Auditor, in conjunction with the City Attorney, has the primary responsibility for the investigation of fraud.
- d. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.
- e. Employees will be granted "whistle-blower protection," as described below when acting in accordance with this Policy. When informed of suspected fraud, neither the City nor any person acting on behalf of the City shall:
 - i. dismiss or threaten to dismiss the Employee reporting the suspected fraud;
 - ii. discipline, suspend, or threaten to discipline or suspend the Employee reporting the suspected fraud;
 - iii. impose any penalty upon the Employee reporting the suspected fraud, or;
 - iv. intimidate or coerce the Employee reporting the suspected fraud.



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	4 of 8

Violations of these “whistle-blower protections” may result in discipline up to and including dismissal.

- f. Upon conclusion of the investigation, the results will be reported to the City Manager.
- g. The City Manager, following review of investigation results, will take appropriate disciplinary action regarding Employee misconduct. Disciplinary action can include termination of employment or a contract, and referral of the case to the District Attorney’s Office for possible prosecution.
- h. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

PROCEDURE

1. RESPONSIBILITIES OF OFFICIALS

- a. If an Official has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.
- b. An Official shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.
- c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

2. MANAGEMENT RESPONSIBILITIES

- a. Management is responsible for detecting, preventing and reporting fraud in their areas of responsibility.
- b. Each manager should be familiar with the types of fraud that might occur in his or her area and be alert for any indication that fraud is or was in existence in his or her area.
- c. When fraud is detected or suspected, Management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	5 of 8

- d. If Management determines a suspected activity may involve fraud, they should contact their immediate supervisor. In the event the activity involves the immediate supervisor, the activity should be reported to the Department Director.
- e. Upon being notified of suspected fraud, Department Directors shall inform the City Manager.
- f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, Management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrences of fraud.
- g. Management shall cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of fraud, including the prosecution of offenders.
- h. Management will have full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.
- i. In dealing with suspected fraud, great care must be taken. Management should not:
 - i. make accusations;
 - ii. alert individuals suspected of committing fraud that an investigation is underway;
 - iii. treat individuals suspected of committing fraud unfairly, or;
 - iv. make statements that could lead to claims of false accusations or other offenses.
- j. In handling suspected fraud activities, Management has the responsibility to:
 - i. make no contact (unless requested) with the individual suspected of committing fraud to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.;
 - ii. avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney;



City of Aliso Viejo

COUNCIL POLICY

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- iii. avoid discussing the case with anyone inside the City other than the City Manager, Internal Auditor, or City Attorney or law enforcement personnel;
- iv. direct all inquiries from the individual suspected of committing fraud, or his or her representative, to the City Manager or City Attorney. All inquiries by an attorney representing the individual suspected of committing fraud should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager, and;
- v. take appropriate corrective and disciplinary action, up to and including dismissal, if authorized by and in conformance with the City's personnel policies.

3. EMPLOYEE RESPONSIBILITIES

- a. Employees should report detected or suspected fraud to the Employee's supervisor.
- b. In the event the suspected fraud involves the Employee's immediate supervisor, the Employee shall make the report directly to the next higher level of Management and/or the City Manager.
- c. The reporting Employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney, or law enforcement personnel.

4. INTERNAL AUDITOR RESPONSIBILITIES

- a. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.
- b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Attorney, will contact appropriate law enforcement personnel.
- c. The Internal Auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- d. If evidence is uncovered showing possible fraud, the Internal Auditor will proceed as follows:



City of Aliso Viejo

COUNCIL POLICY

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- i. discuss the findings with Management and the City Manager to determine if disciplinary actions should be taken;
- ii. report to the External Auditor such activities in order to assess the effect of the fraud activity on the City's financial statements;
- iii. coordinate with Management regarding notification to insurers and filing of insurance claims;
- iv. take immediate action, in consultation with the City Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:
 - (A) removing the records and placing them in a secure location, or limiting access to the location where the records currently exist, and;
 - (B) preventing the individual suspected of committing the fraud from having access to the records.
- e. In consultation with the City Attorney and appropriate law enforcement personnel, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
- f. If the Internal Auditor is contacted by the media regarding an alleged fraud or investigation, the Internal Auditor will direct all inquiries to the City Manager.
- g. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are supported by evidence, the report will be forwarded to appropriate law enforcement personnel.
- h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the investigation. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven (7) calendar days after notice is received.
- i. The Internal Auditor shall make recommendations to the appropriate department for



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assistance in the prevention of future similar occurrences.

- j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.

DISCIPLINARY ACTIONS

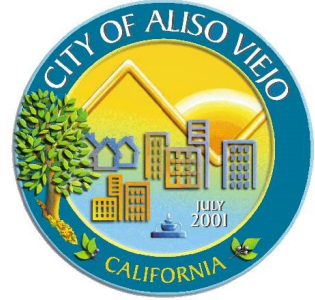
Any Employee found to be responsible for fraud or who knowingly makes false allegations in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment and/or termination of the contract. The severity of the disciplinary action will be based upon the circumstances of the violation and in accordance with the City's personnel policies. The City will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling and/or other employee assistance.

EXCEPTIONS

There will be no exceptions to this Policy unless provided and approved by the City Manager and the City Attorney.

City of Aliso Viejo

AGENDA ITEM



DATE: February 16, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AGREEMENT WITH TEAM ONE MANAGEMENT FOR JANITORIAL SERVICES

Recommended Actions:

1. Approve Professional Services Agreement with Team One Management to perform Janitorial Services; and
2. Authorize the City Manager to execute the agreement with Team One Management for an amount not to exceed \$700,000.

Fiscal Impact:

The contractor fee for this work is estimated to be a total of \$700,000 through the initial 3-year agreement period including a contingency for ordering supplies and for additional work beyond regular janitorial services. Janitorial maintenance is funded through the General Fund and the Aquatic/Aliso Viejo Center Funds. Sufficient funding will be included in the FY 2022-23 Budget.

Background:

The City currently owns and maintains five (5) City facilities requiring janitorial services: Aliso Viejo Center, Aquatic Center, Iglesia Park Community Center, City Hall, and Aliso Viejo Ranch.

Staff issued a Request for Proposals (RFP) for Janitorial Services on November 10, 2021. The RFPs were advertised on the City website. On January 6, 2022 staff received three proposals for this service from Team One Management, Omni Enterprise, and Mek Enterprises. Staff reviewed the proposals for completeness, understanding of the work, work plan, references, capabilities of the company, and fee.

Discussion:

Rankings based upon the required criteria are as follows:

1. Team One Management
2. Omni Enterprise
3. Mek Enterprises

Staff recommends Team One Management to continue performing the Janitorial Services for the City. They have provided acceptable service during the past and continue to work at the County of Orange and other municipalities. Their proposal addressed the specific tasks required in the scope of services. Team One Management is headquartered in Laguna Niguel.

Team One Management will continue to provide the requested services at Aliso Viejo Center, Aquatic Center, Iglesia Park Community Center, City Hall, and Aliso Viejo Ranch for approximately \$157,000 total per year. Additional costs beyond regular janitorial services, including special cleaning requests, will be authorized by City staff prior to commencing the work. Additional contingency was added to account for additional cleaning measures as a result of COVID-19. The initial term of the agreement will be from July 1, 2022 through June 30, 2025. The City has the option to renew the agreement for two additional one-year terms.

Attachment:

1. Agreement

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
JANITORIAL SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 (“City”) and **Team One Management, a corporation**, with its principal place of business at **26324 Camino Capistrano, Unit 209, Laguna Niguel, CA 92677** (“Contractor”). City and Contractor are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of professional **Janitorial** services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **Janitorial** 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 Contractor to render such services for the **Janitorial Services** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 **Janitorial** services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2022 to June 30, 2025**, 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. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

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

3.2.2 Schedule of Services.

3.2.2.1 Contractor 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. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being

made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

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

3.2.4 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor 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 Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Mike Akhavan.

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

3.2.6 Contractor's Representative. Contractor hereby designates Mike Akhavan, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors 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, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors 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 Contractor and shall not be reemployed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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 Contractor 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, Contractor agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

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

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

- (c) Contractors Pollution Liability: (if necessary)

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

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

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

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

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

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

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

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

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; 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 Contractor from waiving the right of subrogation prior to a loss. Contractor 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 Contractor, 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, Contractor 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. Contractor 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 Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor 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 Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subcontractor's policies.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions where applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, 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. Contractor 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 **Seven Hundred Thousand Dollars (\$700,000.00)** ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

3.3.3 Reimbursement for Expenses. Contractor 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 Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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:

Contractor:

Team One Management
26324 Camino Capistrano, Unit 209,
Laguna Niguel CA 92677.
Attn: Mike Akhavan

City:

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

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor 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 Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor 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 Contractor'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 Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give City written notice of Contractor's objection to the City's release of Proprietary Information. Contractor 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) Contractor 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. Contractor shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform Services under this Agreement. Contractor shall submit to the City a statement signed by an authorized representative for Contractor certifying receipt of the City's Fraud Prevention Policy. A finding by the City that any of Contractor's employees have committed fraud against the City or have violated the City's Fraud Prevention Policy shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request and/or termination of this Agreement. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

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

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

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

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Contractor 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 Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Contractor or the City, its officials, officers, employees, agents or volunteers.

3.5.7.2 If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor'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, Contractor'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 Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor'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 Contractors. City reserves right to employ other Contractors 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. Contractor 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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, Contractor 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. Contractor 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. Contractor 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 Contractor and all of Contractor's employees, including any employee(s) that Contractor intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

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

[Signatures on following page.]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ALISO VIEJO AND TEAM ONE MANAGEMENT**

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2022.

CITY OF ALISO VIEJO

TEAM ONE MANAGEMENT

Approved:

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

By: _____
David Doyle
City Manager

By: _____

Its: _____

ATTEST:

Printed Name: _____

By: _____
Mitzi Ortiz, MMC
City Clerk

By: _____

Its: _____

APPROVED AS TO FORM:

Printed Name: _____

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____

Department 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 Contractor and all of Contractor'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

Exhibit "A"
Scope of Work

Janitorial Services For:

Aliso Viejo City Hall
12 Journey
Aliso Viejo, California

Iglesia Park Community Center
24671 Via Iglesia
Aliso Viejo, California

Aliso Viejo Center
31 Santa Barbara Drive
Aliso Viejo, California

Aliso Viejo Aquatics Center
29 Santa Barbara Drive
Aliso Viejo, California

Aliso Viejo Ranch
100 Park Ave
Aliso Viejo, California

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SECTION 1000 SCOPE OF WORK

1000-1 General:

- 1.1 The work to be performed shall consist of furnishing all labor and equipment necessary to maintain janitorial services for Aliso Viejo City Hall, Iglesia Park Community Center, Aliso Viejo Center and Aliso Viejo Aquatics Center (hereinafter called "Buildings"). Water and electricity for janitorial purposes shall be provided to the building and paid for by the City.
- 1.2 The actual work to be performed, contract requirements, and compensation are defined in the sections contained herein.
- 1.3 The general performance criteria are as follows:
 - a. Building Interior: Office space, Council Chambers, lobby, corridors, classrooms, restrooms, closets, and kitchen shall be dusted, vacuumed, and mopped to provide a clean, disinfected, and sanitary condition.
 - b. Restrooms: Public restrooms shall be mopped, cleaned, and sanitized to provide a clean, disinfected, and healthy condition.
 - c. Equipment and Supplies: Contractor shall furnish proper cleaning materials, disinfectants, implements, machinery, and supplies for the satisfactory performance of all janitorial services as specified by City. City may obtain restroom supplies through Contractor or alternate source.
- 1.4 The general schedule for daily cleaning of Building is as follows:
 - a. All nightly cleaning services for building interior shall be performed based on a Schedule of Services described in Exhibit "B".
 - b. All nightly cleaning services for restrooms shall be performed based on a Schedule of Services described in Exhibit "B".
 - c. Nightly cleaning operations will begin between the hours of 8:00 pm and 3:00 am, Sunday through Thursday, with the exception of public restrooms, which are cleaned daily. On Council Meeting nights, cleaning may be required to begin later at the request of the City.
 - d. Additional work may be needed for Friday and Saturday evenings.

1000-2

General care of all areas within Building:

- 2.1 In addition to the supervision of all cleaning services, the supervisory staff will be responsible for the following:
 - a. Instruct personnel and ensure their compliance in the securing of all lighting as soon as possible each night.
 - b. Instruct personnel on securing all office, restroom and building entrances in conjunction with the City representative and/or security staff.
 - c. Immediately transmit all accident and/or damage reports to the City representative and/or security staff.
 - d. Become familiar with the emergency, fire and disaster plans for the building, and in addition to the normal supervisory work of the janitorial crew, the supervisory staff will assume the duties assigned to them by these plans.
 - e. Be available at City request during normal hours of the building operation to answer complaints relating to the janitorial staff.
 - f. Turn in all "lost and found" items to the City's facility management staff.
- 2.2 The Contractor shall cooperate and coordinate the work with other contractors retained by the City.

1000-3

Definitions:

- 3.1 Building Interior - Area covered includes all floors, walls, counters, doors, kitchen, conference room, restrooms, lobby, corridors, carpeted classroom, vinyl-floored classrooms, and closets.
- 3.2 Restrooms - Includes toilets, urinals, sinks, and partitions, stalls, paper towel and soap dispensers.
- 3.3 City - The City of Aliso Viejo. The City shall be represented by the assigned Project Administrator.
- 3.4 Contractor - The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City to perform the work. The Contractor shall be represented by the assigned Project Manager.
- 3.5 Contract - The written agreement covering performance of the work, but not limited to the executed agreement, purchase order, change orders,

thereto, request for proposal, Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D".

- 3.6 Work - That which is to be done under the contract to include furnishing all labor, materials, and equipment. .

SECTION 1100
RESPONSIBILITIES OF THE CONTRACTOR

1100-1 Labor Personnel:

- 1.1 Superintendent - The Contractor shall provide supervisory personnel who communicate effectively in written and oral English and who shall be always present during contract operations. Any order or communications given to these foremen shall be deemed as delivered to the Contractor.
- 1.2 Workers - Workers employed by the Contractor to perform the Work shall do so competently and orderly. Any worker found to be incompetent, disorderly, troublesome, refuses to perform the work properly and acceptably, intemperate, or otherwise objectionable, as determined by the City, shall not be used for further work in this contract. The workers must be able to communicate effectively in English.
- 1.3 Staffing shall be increased as required to accomplish any periodic maintenance herein specified without decreasing the level of nightly janitorial services. All costs for such increased staffing are to be included in contract. No allowances will be granted to compensate for extra personnel required to adequately perform any portion of the work included in the scope of work. In no instance, is the Contractor to use the nightly janitorial crew for extra work during the same time period normally assigned for regular nightly maintenance.
- 1.4 Contractor shall submit a list of at least two emergency telephone numbers of management level supervisory personnel other than the local branch office number or answering service who are authorized to dispatch back-up working crews in the event of a request by City for such services. Vendor will update these emergency telephone numbers as required throughout the term of the contract.

1100-2 Records:

- 2.1 Contractor shall maintain an accurate record showing name, employee number, classification, actual hours worked, and actual wages and benefits paid per diem to each employee.
- 2.2 These records shall reflect all workers_ engaged in the performance of the work.
- 2.3 Said records shall be available upon request of the City and shall be retained for a minimum of three years by the Contractor.

1100-3 Licenses/Permits:

The Contractor shall obtain and pay for all permits and licenses incidental to the work or made necessary by its operations and pay all costs incurred by the permit or license requirements.

1100-4 Contractor's Office and Facilities:

The Contractor shall maintain an office or base of operations within one-hour drive of the site.

1100-5 Safety:

- 5.1 The Contractor shall perform all the Work required in such a manner as to meet all accepted standards for safe practices during all operations and to always maintain safe condition of premises and right of ways. Contractor shall provide all necessary warning/caution signs required in the course of janitorial duties when occupying the Building.
- 5.2 The Contractor shall accept the sole responsibility for complying with all applicable City, County, State, or other legal requirements including but not always limited to full compliance with the intent and terms of the applicable Federal OSHA Standards and Cal/OSHA safety orders and Underwriters Lab (UL) Standards so as to protect all persons, including Contractor's employees, agents of the City, members of the public or others from foreseeable injury, or damage to property.
- 5.3 The Contractor shall conduct operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the area.
- 5.4 All incidents out of the norm including but not limited to crimes, thefts, vandalism, hazards, etc., shall be reported immediately to the City.
- 5.5 All cleaning products shall be user-friendly and non-hazardous to the public or staff (provide MSDS sheets).
- 5.6 Contractor's equipment shall be new or in excellent operating condition and working order (commercial type) for its intended function.
- 5.7 Contractor shall provide a list of acceptable cleaning/disinfectant products, which are to be used for janitorial services.

1100- 6 Cooperation with Others:

The Contractor shall recognize that during the course of the contract other activities and operations will be conducted by the City or other contractors. The

Contractor may be required to modify or curtail operations and shall promptly comply with any request by the City to cooperate.

1100-7 Protection and Restoration of Existing Improvements:

Contractor shall be responsible for making repairs to the building and facilities that were caused by negligence or poor working habits. Contractor shall make all noted repairs to facility within one (1) week of notification by City. If repairs are not made by Contractor within the above stated time period, the City may at its discretion make such repairs by its own contractors and deduct all incurred costs for the repair from the monthly billing due to the janitorial maintenance provider.

1100-8 Worksite Limits:

The Contractor shall not enter the property for any purpose other than for janitorial services as specifically expressed under this Scope of Work.

1100-9 Security:

- 9.1 While cleaning the Building, Contractor will not admit anyone into an area except those authorized by Contractor or City, or employees with proper identification having keys to the area.
- 9.2 Upon completion of nightly janitorial services, Contractor shall turn off all lights, lock and secure doors, close window coverings, and leave offices and rooms in a neat and orderly condition.
- 9.3 Contractor personnel shall abide by all security regulations and procedures as directed by City, either verbally or in writing. Contractor shall promptly notify City's Project Administrator of any security issues or building irregularities.

Section 1200
PROSECUTION OF THE WORK

1200-1 Subcontract:

- 1.1 The Contractor shall be responsible for all work performed under this contract and shall keep all work under their direct control.
- 1.2 Any and all subcontractors used on this work shall be under the direct supervision of the Contractor and shall be considered as employees of the Contractor. Like employees, any subcontractor who is found to be incompetent, disorderly, troublesome, intemperate, or otherwise objectionable or who fails or refuses to perform the work properly and acceptably shall be removed from the site and not be used for further work in this contract.
- 1.3 The City will not arbitrate nor be a party to any disputes between the Contractor and any subcontractor.

1200-2 Assignments:

No contract or portion thereof may be assigned without prior written consent of the City. Consent will not be given to any proposed assignment or delegation that would relieve the Contractor of their responsibilities under the contract. The City will not consent to any assignment or delegation of a part of the work under this contract.

1200-3 Independent:

The Contractor is an independent Contractor and nothing herein contained shall authorize Contractor to act as an agent of the City or to bind or obligate the City in any manner whatsoever.

1200-4 General Environmental Requirements:

4.1 Sound Control:

- a. The Contractor shall comply with all City sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract and shall make every effort to control any undue noise resulting from the operations.
- b. The noise level from the Contractor' operations shall be in accordance with the local ordinance covering "noise control".
- c. Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to vehicles, vacuums,

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polishers, or other equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

1200-5 Water Conservation:

All plumbing and water faucets shall be kept in good working condition and water leaks, equipment or facility damages shall be reported promptly to the City.

1200-6 Water and Air Pollution:

The Contractor shall comply with all water and air pollution control rules, regulations, ordinances, and statutes.

1200-7 Termination, Suspension, and Reduction:

7.1 Termination:

- a. By reason of Contractor's default - If at any time in the opinion of the City, the Contractor has failed to supply an adequate work force, adequate equipment, or has failed in any respect to prosecute the work with the diligence, force and quality specified and intended in and by the terms of the contract, notice thereof in writing will be served by the City. Should the Contractor neglect or refuse to provide means for satisfactory compliance as directed within the time specified, the City shall have the power to terminate the Contractor's control and negotiate for satisfactory performance of the work through alternative sources.
- b. By reasons of acts beyond the control of the City - This contract may be terminated by the City without liability for damages whenever the City is prevented by operation of law, an act of God, or by the official action of the public, Federal or State authorities from complying with the provisions of this contract.
- c. For the convenience of the City - Based on discontinued need for the work or reductions in funding the contract may be terminated upon 30 days written notice by the City to the Contractor. A prompt and fair settlement will be made with the Contractor based on actual expenses and reasonable profit, not to include anticipated profit.

7.2 Reductions:

- a. This contract may be reduced in scope and quantity by the City without liability for damages, if and when funding reductions are enacted by law, or action of the public.
- b. At such time that a reduction occurs, the scope of work and areas under contract will be revised and reduced commensurate with the funding.
- c. Adjustments of the contract specifications and corresponding contract prices will be negotiated in accordance with available funding.

1200-8 Deficient Performance:

- 8.1 The City shall notify the Contractor both verbally and in writing each time its performance is unsatisfactory and corrective action is necessary.
- 8.2 The City will provide a period for completing the corrective actions. Failure to correct the deficiency within the time required by the City shall result in the deduction of payment.
- 8.3 The Contractor shall immediately initiate and complete corrective action upon notice from the City.

Section 1300
COMPENSATION

1300-1 Payment:

- 1.1 Payment to the Contractor will be made for work actually completed in accordance with the specifications contained herein and unit prices proposed in Exhibit "C".
- 1.2 Payment for "extra work" will be made in accordance with the prices proposed in Exhibit "D".

1300-2 Invoicing:

- 2.1 Within fifteen (15) calendar days after the end of the month, the Contractor shall -submit a completely itemized invoice based on work completed for the previous month. Invoices for restroom supplies shall be billed separate from maintenance services.
- 2.2 Individual invoices for janitorial maintenance and restroom supplies shall be submitted in duplicate.
- 2.3 Invoices shall be submitted on standard company letterhead forms and shall state the following.
 - a. Invoice number
 - b. Invoice date
 - c. Invoice period
 - d. Itemized costs with unit prices
 - e. Maintenance, restroom supplies, or authorized additional work
 - f. Project name: list the individual facility
- 2.4 Invoices shall be mailed to the following

City of Aliso Viejo
Attn: Director of Administrative Services
12 Journey, Suite 100
Aliso Viejo, CA 92656

SECTION 1400
EXTRA WORK

1400-1 Authorization:

- 1.1 Extra work may be required by the City to remedy vandalism, accidents, acts of God, theft, or civil disturbances within the areas covered by the contract. Extra work may also be required to perform regular items of work where special conditions dictate that a frequency greater than that specified is necessary.
- 1.2 Extra work may be required by the City in order to add new, to modify existing, or refurbish existing building and facilities.
- 1.3 Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with an estimate of costs to include labor, materials, tools, and equipment. Cost estimates shall clearly state whether it is a 'lump sum' or 'not to exceed' quote.
- 1.4 Work shall not commence without the written authorization of the City.
- 1.5 Extra work may be initiated with a verbal estimate and authorization when a condition exists wherein there is imminent danger of injury to the public or damage to property. Within twenty-four (24) hours after verbal authorization, the written estimate with approval shall be prepared by the Contractor and provided to the City for approval.
- 1.6 Staffing shall be increased as required to accomplish any periodic maintenance or extra work without decreasing the stated level of nightly janitorial services.
- 1.7 Contractor is responsible to respond to emergencies and special requests 24 hours per day within one (1) hour to Building location. A non-response to emergency or special request shall result in a "failure to perform" notice.

1400-2 Payment:

- 2.1 Copies of all extra work authorizations shall be attached to the invoice.
- 2.2 The actual costs for materials and labor shall be compensated to the Contractor for 'not to exceed' quotes.

SECTION 1500
REPAIR

1500-1 Authorization:

- 1.1 The Contractor shall obtain written authorization from the City prior to initiating repair work at the building.
- 1.2 Standardized janitorial maintenance repairs will be compensated in accordance with the unit prices in Exhibit "D".
- 1.3 No approval or compensation will be granted for any damage caused by the Contractor's operations.

1500-2 Payment:

Copies of all repair authorizations shall be attached to the invoice.

SECTION 1600
INSPECTION AND ADMINISTRATION

1600- 1 Control of Work:

- 1.1 A project administrator will be assigned by the City to manage the terms of this contract. The project administrator shall decide any and all questions which may arise as to the following:
 - a. The quality or acceptability of the materials furnished, and the work performed.
 - b. The manner of performance.
 - c. The rate of performance.
 - d. The interpretation of the work specifications.
 - e. The acceptable fulfillment of the contract on the part of the Contractor.

- 1.2 Project Administrator (City) responsibilities:
 - a. Direct the inspection and administration of the work.
 - b. Have the authority to implement alternative action either by City forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions.
 - c. Request and approve "extra work".
 - d. Receive and approve invoices submitted by the Contractor.
 - e. Recommend and provide documentation regarding all claims and compensation.
 - f. Decide any and all questions which may arise as to claims and compensation.
 - g. Have the authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out.
 - h. Refer any questions or doubt relative to the true meaning of the specification to City Council, whose decisions thereon shall be final.
 - i. Secure any separate contract required to accomplish the work and prevent loss or damage.
 - j. Shall be the City's primary day-to-day contact with the Contractor.

- 1.3 Project Manager (Contractor) responsibilities:
 - a. Primary contact with the City.
 - b. Schedule and supervise resources to adequately perform the work.
 - c. Submit proposals for "extra work".

SECTION 1700 SCHEDULES

1700-1 Project Schedule:

An itemized Schedule of Services for the building interior and restrooms is provided in Exhibit "B". Prior to the contract starting date, Contractor shall furnish the City with a projected schedule indicating the days and times services will be performed.

SECTION 1800
BUILDING INVENTORY

1800-1 Building Inventory:

The Work specified herein is for the facilities listed below.

Facilities	Square Feet
City Hall	10,000
Suite 100	6,311
Council Chambers	3,552
Suite 200	3,158
Suite 201	2,352
Suite 255	2,691
Suite 270	1,150
Suite 280	1,145
Aliso Viejo Ranch	
Building H	8,100
Building G	740
Building A	2,600
Building B	900
Iglesia Park Community Center	2,868
Large Classroom	
Small Classroom	
Office	
Kitchen	
Lobby	
Restrooms (Employee & Public)	
Aliso Viejo Center	8,500
Banquet Room	
Meeting Room #1	
Meeting Room #2	
Office #1	
Office #2	
Kitchen	
Lobby	
Corridor	
Restrooms	
Aliso Viejo Aquatic Center	700

SECTION 1900
SUPPLIES & CONSUMABLE ITEMS

1900-1 Cleaning Supplies:

Contractor shall furnish all disinfectants and cleaning supplies and products that are user-friendly and non-hazardous to the public or staff.

1900-2 Consumable Items:

2.1 City shall pay for consumable items such as toilet paper, paper towels, and liquid hand soap for dispenser units, toilet seat covers, waste container liners and sanitary napkins. City shall provide all paper products used in restroom and kitchen areas.

2.2 City may purchase consumable items from Contractor in accordance with contract prices or may purchase separately.

Exhibit "B"
Contractor's Proposed Schedule of Services

The proposed Schedule of Services is for all work described in Exhibit "A" - Scope of Work Janitorial Services for Aliso Viejo City Hall, Iglesia Park Community Center, Aliso Viejo Center, Aliso Viejo Ranch and Aliso Viejo Aquatics Center

ALISO VIEJO CITY HALL				
	Daily	Weekly	Monthly	Annually
Building Interior				
Vacuum carpeted areas	X			
Clean & disinfect all counters, sinks, doorknobs and push bars, conference tables	X			
Empty and re-line all wastebaskets	X			
Sweep and mop all vinyl floor areas	X			
Sweep exterior entryway near lobby	X			
Close all doors, locks and activate alarm	X			
Turn <i>off</i> all lights	X			
Clean & disinfect drinking water fountain	X			
Wipe & disinfect kitchen cabinets	X			
Vacuum & dust Council Chambers	X			
Empty & re-line all wastebaskets in Council Chamber	X			
Dust all ledges and windowsills		X		
Dust desktops, partitions, file cabinets		X		
Dust Mini-Blinds		X		
Disinfect telephones		X		
Spot clean carpeting			X	
Restrooms				
Empty & re-line trash containers	X			
Clean & disinfect toilets, urinals, and sinks	X			
Remove splash marks from walls around sinks, toilets, and urinals	X			
Clean and polish mirrors	X			
Sweep, damp mop & disinfect floors	X			
Spot clean partitions, doors, paper & soap dispensers		X		
Wash door frames and air vents		X		
Wash partitions and stainless-steel fixtures with disinfectant and dry polish			X	
Clean and thoroughly dry all stainless-steel hand/door/kick plates			X	
As Needed Tasks				
Remove leaf debris from interior doorways				
Remove cobwebs				
Spot clean door frames and light switches				
Shampoo carpeting				
Spot clean walls				
Remove fingerprints, smudges from walls and light switch/plates				
Remove graffiti from all surfaces				

IGLESIA PARK COMMUNITY CENTER					
	Daily	Weekly	Monthly	Quarterly	Semi-annual
Bathrooms (Exterior Men's & Women's, Interior Unisex)	X				
Replenish Toilet Paper, Seat Covers, Paper Towels & Soap Dispensers	X				
Empty Trash Containers, Feminine Product Waste Boxes & Replace Liners	X				
Clean & Polish Mirrors	X				
Sweep, Damp Mop, & Disinfect Floors	X				
Clean & Sanitize Door Handles and Door Frames	X				
Clean & Disinfect Sinks, Toilets and Urinals	X				
Remove Splash Marks on Walls around Sinks, Toilets & Urinals	X				
Great Room					
Dust Furniture & Electronics	X				
Clean & Disinfect Countertops & Desktops	X				
Sweep, Damp Mop, & Disinfect Floors (<i>Including under Tables</i>)	X				
Empty Trash/Recycle Containers & Replace Liners	X				
Clean & Disinfect Drinking Fountains & Safety Caps	X				
Sweep & Clean Exterior of Front Entry	X				
Clean & Disinfect Door Handles and Push Bars (<i>Inside & Outside of Building</i>)	X				
Vacuum area carpets (<i>five total</i>)	X				
Clean & polish mirror wall	X				
Computer Room					
Vacuum Carpeting (<i>Including under Tables & Desks</i>)	X				
Clean & Disinfect Countertops & Desks	X				
Empty Trash Containers & Replace Liners	X				
Clean & Disinfect Door Handles	X				
Front Office					
Dust Furniture, Electronics & Wall Pictures	X				
Vacuum & Spot-Clean Carpeting	X				
Empty Trash Containers & Replace Liners	X				
Kitchen					
Clean & Disinfect Sinks, Countertops, Appliance Handles	X				
Sweep, Damp Mop, & Disinfect Floor (<i>Including under Shelving in Pantry</i>)	X				
Replenish Paper Towels & Soap Dispensers	X				
Empty Trash/Recycle Containers & Replace Liners	X				
Building Interior					
Clean & Disinfect Baseboards throughout Building		X			
Dust All Ledges and Windowsills		X			
Spot-clean Stall Partitions, Doors, Seat Cover, Feminine Product Waste Box & Soap Dispensers		X			
Wash Door Frames and Air Vents throughout Building		X			
Disinfect Trash Cans & Feminine Product Waste Boxes		X			
Clean Room Corners throughout Building (<i>especially behind doors</i>)		X			

	Daily	Weekly	Monthly	Quarterly	Semi-annual
Disinfect All Phones throughout Building		X			
Clean Microwave Oven and Stove top (<i>Kitchen</i>)		X			
Clean & Disinfect Tile Walls (<i>All Bathrooms</i>)			X		
Clean & Disinfect Stall Partitions, Stainless Steel Appliances, Fixtures & Orv Polish (<i>All Bathrooms & Kitchen</i>)			X		
Dust Interior Valances (<i>Computer Room & Front Office</i>)			X		
Disinfect Computer Keyboards and Mice (<i>Great Room, Computer Room & Front Office</i>)			X		
Clean & Polish All Light Fixtures throughout Building				X	
Clean All Windows throughout Building, Inside & Out					X
Clean, Polish & Dry All Stainless-Steel Door Handles & Door Kick Plates throughout Building				X	
Remove Hard Water/Mineral Deposits from Sinks, Faucets & Drinking Fountains (<i>Great Room, All Bathrooms & Kitchen</i>)				X	
Clean & Disinfect Refrigerator & Freezer (<i>in pantry</i>)				X	
Deep Clean/Shampoo Carpeting (<i>Front Office & Computer Room</i>)					X
Deep Clean Kitchen Ceiling & Walls, (<i>Behind equipment as well</i>)					X
Strip & Wax Floors (<i>Great Room, Kitchen and All Bathrooms</i>)					X
As Needed Tasks					
Soot Clean Carpet Stains and Flooring Stains					
Remove Scuffs, Stains and Smudges on Walls, Doors, Door Frames & Light Switches/Plates					
Graffiti Removed from Any & All Surfaces					
Clean Ceilings of Debris (<i>Especially Exterior Bathrooms</i>)					
Remove Leaves & Debris from Interior Doorways of Building & Exterior Bathrooms					
Remove Cobwebs					
Spot-clean Cabinets throughout Building					
Extra/Special Cleaning for Scheduled Events					

NOTES:

Daily Tasks (Sunday - Thursday)

Weekly Tasks (Sunday)

Monthly Tasks (First Sunday of the Month)

Quarterly Tasks (Last Sunday of January, April, July, October)

Biannual Tasks (President's Weekend and End of August)

ALISO VIEJO CENTER					
	Daily	Weekly	Monthly	Quarterly	Biannual
Bathrooms	X				
Clean & disinfect toilets, urinals and sinks	X				
Toilet Paper/Seat Covers Changed	X				
Trash Cans Emptied	X				
Soap/Sanitizer Dispensers Refilled	X				
Mirrors Cleaned	X				
Floors Swept/Mopped	X				
Door Handles Wiped/Sanitized	X				
Countertops Wiped Down	X				
Furniture/Paintings Dusted	X				
Foyer/Hallway Cleaning					
Furniture/Frames Wiped Down (Dusted)	X				
Floors Swept/Mopped (Includes Under Tables)	X				
Front Door Glass Cleaned	X				
Trash Emptied	X				
Ballroom					
Carpet Vacuumed (Includes Under Tables if Applicable)	X				
Dance Floor Mopped	X				
Patio					
Sweep/Blow Dirt & Debris from Ground	X				
Trash Cans Emptied	X				
Planters Wiped Down	X				
Tabletops Wiped Down	X				
Trash Can Tops Wiped Down	X				
Offices					
Dust Furniture/Pictures	X				
Vacuum Floors	X				
Trash Cans Emptied	X				
Sanitize Sink	X				
Bride/Groom Rooms					
Dust Furniture/Pictures	X				
Sanitize Sinks	X				
Stock Bathrooms	X				
Vacuum Floors	X				
Kitchen					
Floors Swept/Mopped	X				
Trash Emptied	X				
Building Interior					
Cobwebs in Front Entry Light Fixture Removed		X			
Linen Room Floor Mopped		X			
Power wash Patio			X		
Power Wash Patio Furniture			X		
Power Wash Fence Between Pool & AV Center			X		
Power Wash Patio Overhang (Remove Bird Droppings)			X		
Deep Clean Carpets				X	

<u>Deep Clean Kitchen Ceiling, Walls, and Floors</u> -	- - - + -	- - - - + -	- - - - + -	- - - - -	X - -
<u>Spot Clean</u> - - - - - - - - - + <u>Magic Eraser on Wall Scuffs/Stains</u> Day Porter (restock bathrooms and touch up heavily soiled <u>areas on double event</u>	- - - - - + -	- - - - - 1	- - - - - + - -	- - - - - + -	- - - - - - ; X

NOTES:
 Daily Tasks (7 nights per week)
 Weekly Tasks (Every Thursday)
 Monthly Tasks (First Tuesday of the Month)

**Aliso Viejo Ranch
Buildings A, B, G, H**

Services performed Each Visit

- Vacuum all carpeted areas.
- All trash receptacles will be emptied each visit and liners changed as needed.
- All resilient and ceramic floors will be swept, and spot mopped each visit.
- All counters will be cleaned, and fronts wiped down.
- Entrance floor mats will be swept or vacuumed.
- Spots clean all windows inside and outside.
- Entrance front door glass will be cleaned.
- Conference tables and chairs will be cleaned every day.
- Drinking fountains will be cleaned and disinfected.
- In building H, clean the garage door.
- All door handle, doorframes, light switches, and high touch areas to be disinfected.
- All floors to be swept.

Services performed once a week.

- Office furniture including desks, filing cabinets, credenzas, countertops, and bookcases will be dusted and/or wiped clean.
- All resilient, laminate, and ceramic floors will be swept and mopped.
- Telephones will be damp wiped and disinfected.
- Cobwebs will be sought out and removed.
- All trash receptacles will be emptied, and liners changed as needed.
- Dust windowsills.

RESTROOM SERVICES PERFORMED EACH VISIT

- Toilets and urinals will be cleaned, disinfected, inside and outside, polish all chrome fixtures.
- Clean and sanitize sinks and fixtures.
- Clean and polish mirrors.
- Empty trash.
- Damp wipe paper, soap, and toilet tissue dispensers.
- Fill toilet tissue, hand towels and soap dispensers.
- Wipe splash marks from walls and around basin.
- Sweep and mop floors.
- Clean and disinfect diaper station.
- Client provides restroom supplies (paper, liquid soap products and trash liners).

KITCHEN AREAS, LUNCHROOMS AND COFFEE BARS PERFORMED EACH VISIT

- All countertops, sinks and tabletops, will be cleaned with a disinfectant.
- All vinyl and ceramic floors will be swept and mopped.
- Carpeted areas will be vacuumed.
- The outside surfaces of the microwave and refrigerator will be cleaned.
- The inside of the microwave will be wiped clean nightly.
- In Industrial kitchen of Building H, utilize stainless steel cleaner to clean and polish appliances and counters.

MONTHLY SERVICES

- All venetian blinds, windowsills and partitions will be dusted.
- Kick plates and thresholds will be cleaned.
- Accessible high light fixtures and vents will be dusted.
- Clean all base boards.
- Dust picture frames and glass coverings.
- The perimeter of rooms will be “edged” to remove dust and debris.

QUARTERLY SERVICES

- Wash all interior and exterior windows.

SEMI-ANNUAL SERVICES

- Clean all high duct works and pipes.

SPECIAL SERVICES

- Event services as scheduled.
- Power wash as scheduled

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, 2025 to June 30, 2026. The second renewal period shall be from July 1, 2026 to June 30, 2027.

EXHIBIT “C”

COMPENSATION

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

Attachment 4 - Cost Proposal

Facility:	Monthly cost:
Aliso Viejo City Hall 12 Journey Aliso Viejo, California	\$2,700.00
Iglesia Park Community Center 24671 Via Iglesia Aliso Viejo, California	\$950.00
Aliso Viejo Center 31 Santa Barbara Drive Aliso Viejo, California	\$2,000.00
Aliso Viejo Aquatics Center 29 Santa Barbara Drive Aliso Viejo, California	\$2,100.00
Aliso Viejo Ranch 100 Park Ave Aliso Viejo, California	\$5,300.00



City of Aliso Viejo

COUNCIL POLICY

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

PURPOSE

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

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

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

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

POLICY

1. GENERAL

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

2. DEFINITIONS

- a. Fraud – Fraud and other similar irregularities including, but not limited to:
 - i. claim for reimbursement of expenses that are not job-related or authorized by current policy;
 - ii. forgery or unauthorized alteration of documents (checks, time sheets, independent contractor agreements, purchase orders, budgets, etc.);



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	2 of 8

- iii. misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.);
- iv. improprieties in the handling or reporting of money or financial transactions;
- v. authorizing or receiving payment for goods not received or services not performed;
- vi. computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software;
- vii. misrepresentation of information on documents;
- viii. any violation of Federal, State, or Local laws related to dishonest activities or fraud;
- ix. seeking or accepting anything of material value from those doing business with the City, including vendors, consultants, contractors, lessees, applicants, and grantees. Materiality is determined by the City's Conflict of Interest Code, which incorporates the Fair Political Practices Commission's regulations;
- x. obtaining profit or personal gain as a result of "insider" knowledge of City activities;
- xi. disclosing confidential and proprietary information to outside parties; or
- xii. Intentional, false representation or concealment of material fact for the purpose of personal gain.

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

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

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



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	3 of 8

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

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

3. INVESTIGATION

- a. It is the City's intent to fully investigate any suspected acts of fraud. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.
- b. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- c. The Internal Auditor, in conjunction with the City Attorney, has the primary responsibility for the investigation of fraud.
- d. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.
- e. Employees will be granted "whistle-blower protection," as described below when acting in accordance with this Policy. When informed of suspected fraud, neither the City nor any person acting on behalf of the City shall:
 - i. dismiss or threaten to dismiss the Employee reporting the suspected fraud;
 - ii. discipline, suspend, or threaten to discipline or suspend the Employee reporting the suspected fraud;
 - iii. impose any penalty upon the Employee reporting the suspected fraud, or;
 - iv. intimidate or coerce the Employee reporting the suspected fraud.



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	4 of 8

Violations of these “whistle-blower protections” may result in discipline up to and including dismissal.

- f. Upon conclusion of the investigation, the results will be reported to the City Manager.
- g. The City Manager, following review of investigation results, will take appropriate disciplinary action regarding Employee misconduct. Disciplinary action can include termination of employment or a contract, and referral of the case to the District Attorney’s Office for possible prosecution.
- h. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender, or other appropriate sources.

PROCEDURE

1. RESPONSIBILITIES OF OFFICIALS

- a. If an Official has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.
- b. An Official shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.
- c. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

2. MANAGEMENT RESPONSIBILITIES

- a. Management is responsible for detecting, preventing and reporting fraud in their areas of responsibility.
- b. Each manager should be familiar with the types of fraud that might occur in his or her area and be alert for any indication that fraud is or was in existence in his or her area.
- c. When fraud is detected or suspected, Management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	RES. NO.	POLICY NO.	EFF. DATE	PAGE
FRAUD PREVENTION POLICY	2005-056	400-15	10/01/2008	5 of 8

- d. If Management determines a suspected activity may involve fraud, they should contact their immediate supervisor. In the event the activity involves the immediate supervisor, the activity should be reported to the Department Director.
- e. Upon being notified of suspected fraud, Department Directors shall inform the City Manager.
- f. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, Management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrences of fraud.
- g. Management shall cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of fraud, including the prosecution of offenders.
- h. Management will have full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.
- i. In dealing with suspected fraud, great care must be taken. Management should not:
 - i. make accusations;
 - ii. alert individuals suspected of committing fraud that an investigation is underway;
 - iii. treat individuals suspected of committing fraud unfairly, or;
 - iv. make statements that could lead to claims of false accusations or other offenses.
- j. In handling suspected fraud activities, Management has the responsibility to:
 - i. make no contact (unless requested) with the individual suspected of committing fraud to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.;
 - ii. avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney;



City of Aliso Viejo

COUNCIL POLICY

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- iii. avoid discussing the case with anyone inside the City other than the City Manager, Internal Auditor, or City Attorney or law enforcement personnel;
- iv. direct all inquiries from the individual suspected of committing fraud, or his or her representative, to the City Manager or City Attorney. All inquiries by an attorney representing the individual suspected of committing fraud should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager, and;
- v. take appropriate corrective and disciplinary action, up to and including dismissal, if authorized by and in conformance with the City's personnel policies.

3. EMPLOYEE RESPONSIBILITIES

- a. Employees should report detected or suspected fraud to the Employee's supervisor.
- b. In the event the suspected fraud involves the Employee's immediate supervisor, the Employee shall make the report directly to the next higher level of Management and/or the City Manager.
- c. The reporting Employee shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney, or law enforcement personnel.

4. INTERNAL AUDITOR RESPONSIBILITIES

- a. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.
- b. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Attorney, will contact appropriate law enforcement personnel.
- c. The Internal Auditor shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.
- d. If evidence is uncovered showing possible fraud, the Internal Auditor will proceed as follows:



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COUNCIL POLICY

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- i. discuss the findings with Management and the City Manager to determine if disciplinary actions should be taken;
- ii. report to the External Auditor such activities in order to assess the effect of the fraud activity on the City's financial statements;
- iii. coordinate with Management regarding notification to insurers and filing of insurance claims;
- iv. take immediate action, in consultation with the City Attorney, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:
 - (A) removing the records and placing them in a secure location, or limiting access to the location where the records currently exist, and;
 - (B) preventing the individual suspected of committing the fraud from having access to the records.
- e. In consultation with the City Attorney and appropriate law enforcement personnel, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
- f. If the Internal Auditor is contacted by the media regarding an alleged fraud or investigation, the Internal Auditor will direct all inquiries to the City Manager.
- g. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are supported by evidence, the report will be forwarded to appropriate law enforcement personnel.
- h. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the investigation. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven (7) calendar days after notice is received.
- i. The Internal Auditor shall make recommendations to the appropriate department for



City of Aliso Viejo

COUNCIL POLICY

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assistance in the prevention of future similar occurrences.

- j. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.

DISCIPLINARY ACTIONS

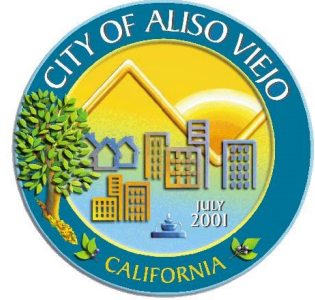
Any Employee found to be responsible for fraud or who knowingly makes false allegations in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination of employment and/or termination of the contract. The severity of the disciplinary action will be based upon the circumstances of the violation and in accordance with the City's personnel policies. The City will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling and/or other employee assistance.

EXCEPTIONS

There will be no exceptions to this Policy unless provided and approved by the City Manager and the City Attorney.

City of Aliso Viejo

AGENDA ITEM



DATE: February 16, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: RESOLUTION FOR THE PAVEMENT MANAGEMENT RELIEF FUNDING PROGRAM

Recommended Action:

Adopt a resolution authorizing the Project List Submittal for Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Funding through the Orange County Transportation Authority 2021 Pavement Management Relief Funding Program.

Fiscal Impact:

Subsequent to the adoption of this resolution, the City will receive \$200,000 in CRRSAA funding for the Aliso Creek Road Rehabilitation from Enterprise to SR 73 Project.

Background:

The federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) appropriated \$10 billion for Highway Infrastructure Programs. The Orange County Transportation Authority (OCTA) is responsible for distributing CRRSAA funds through the 2021 Pavement Management Relief Funding (PMRF) program. To participate in this funding program, local agencies are required to adopt a resolution certifying a project list, which identifies all projects that will use CRRSAA funds. Staff would like to submit a funding application for CRRSAA funds for the Aliso Creek Road Rehabilitation from Enterprise to SR 73 Project.

Discussion:

Funds are apportioned based on population with a guaranteed minimum of \$200,000 for each local agency based on population. The City of Aliso Viejo has been allocated \$200,000 under the PMRF program. The CRRSAA funds are intended to offset revenue losses due to the coronavirus pandemic. The PMRF program is intended to help local agencies with routine maintenance and rehabilitation of highway infrastructures. Consistent with the California Transportation Commission (CTC) and the California Department of Transportation (Caltrans) Local Assistance guidelines, the PMRF program

guidelines only allow CRRSAA funds to be used for street pavement preservation, preventive maintenance, rehabilitation and reconstruction exclusively. Since this program involves federal funds, local agencies must follow all requirements as established by the CTC, Caltrans, and the Federal Highway Administration FHWA. Construction on the Aliso Creek Road Rehabilitation from Enterprise to SR 73 Project is currently scheduled during FY 2023-24.

Environmental:

This Resolution is not subject to the California Environmental Quality Act ("CEQA") because the Ordinance does not qualify as a "project" under CEQA and because the Resolution will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Attachment:

1. Resolution

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY OF ALISO VIEJO WHICH CERTIFIES THAT THE CITY COUNCIL HAS AUTHORIZED THE PROJECT LIST SUBMITTAL FOR CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 (CRRSAA) FUNDING THROUGH THE ORANGE COUNTY TRANSPORTATION AUTHORITY 2021 PAVEMENT MANAGEMENT RELIEF FUNDING PROGRAM

WHEREAS, the City of Aliso Viejo is being provided \$200,000 in federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the 2021 Pavement Management Relief Funding (PMRF) Program; and

WHEREAS, the City of Aliso Viejo is eligible to receive federal funding through the California Department of Transportation; and

WHEREAS, the Orange County Transportation Authority (OCTA) is responsible for the distribution of the CRRSAA funding; and

WHEREAS, OCTA has developed guidelines for administering and distributing CRRSAA funds to eligible local agencies through the 2021 PMRF Program; and

WHEREAS, the City of Aliso Viejo is the lead agency for project(s) and will comply with all applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Buy America;

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Aliso Viejo, that it hereby authorizes the submittal of the following project nomination(s) to OCTA for CRRSAA funding:

- Aliso Creek Road Rehabilitation from Enterprise to SR 73 Project for \$200,000 in CRRSAA funding.

PASSED, APPROVED AND ADOPTED this 16th day of February, 2022.

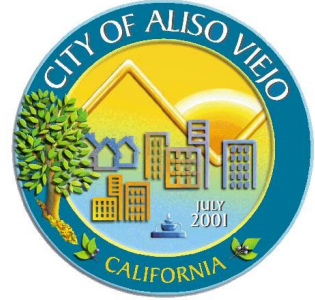
Ross Chun
Mayor

ATTEST:

Mitzi Ortiz, MMC
City Clerk

City of Aliso Viejo

AGENDA ITEM



DATE: February 16, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: RELEASE OF BONDS FOR THE LANDSCAPING IMPROVEMENTS AT
THE 20 ENTERPRISE CASCADES OFFICE CAMPUS PROJECT

Recommended Action:

Adopt a resolution exonerating Landscaping Surety Bond No. PR2729469 for the 20 Enterprise Cascades Office Campus Project.

Fiscal Impact:

No fiscal impact exists.

Background:

The City of Aliso Viejo required bonds for Lockridge Construction, Inc. to assure completion of the landscape improvements at the 20 Enterprise Cascades Office Campus Project. The landscaping surety bond had a total value of \$266,118.47.

Discussion:

The 20 Enterprise Cascades Office Campus Project landscaping has been completed. Staff recommends that the City Council adopt a resolution accepting the improvements at 20 Enterprise and exonerating the bond.

Attachment:

1. Resolution

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, EXONERATING THE LANDSCAPING SURETY BOND ASSOCIATED WITH THE 20 ENTERPRISE CASCADES OFFICE CAMPUS PROJECT

WHEREAS, the City of Aliso Viejo, in the normal course of its review role has required surety bonds for the landscape work at the 20 Enterprise Cascades Office Campus Project; and

WHEREAS, the City of Aliso Viejo, has reviewed and inspected all landscape work associated with the landscape improvements at the 20 Enterprise Cascades Office Campus Project;

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

Section 1: Based upon the inspections conducted by the City Engineer, the City Council of the City of Aliso Viejo accepts the landscape improvements for the 20 Enterprise Cascades Office Campus Project.

Section 2: Based upon the City Engineer's determination that the landscape work is complete, the City Council of the City of Aliso Viejo exonerates the landscaping surety bonds associated with the landscape improvements at the 20 Enterprise Cascades Office Campus Project.

Landscaping Surety Bond No. PR2729469

Section 3: The City Clerk is hereby authorized and directed to execute a certified copy of this Resolution to be attached to each notice of completion as evidence of the City Council's acceptance and authorization.

Section 4. The Mayor shall sign this Resolution and the City Clerk shall certify the adoption thereof.

PASSED, APPROVED AND ADOPTED this 16th day of February, 2022.

Ross Chun
Mayor

APPROVED AS TO FORM:

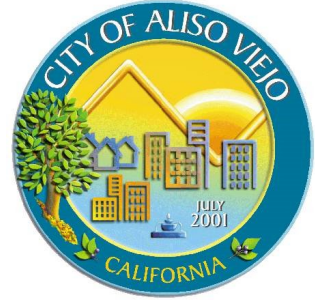
ATTEST:

Scott Smith
City Attorney

Mitzi Ortiz, MMC
City Clerk

City of Aliso Viejo

AGENDA ITEM



DATE: February 16, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: BICYCLE MASTER PLAN

Recommended Action:

Provide staff direction on whether to proceed with a bicycle master plan.

Fiscal Impact:

Fiscal impact will vary depending on the direction from Council. A bicycle master plan including feasibility/conceptual study of buffered bike lanes is estimated to cost up to \$250,000 depending on the scope of work. This cost would be budgeted in FY 2022-23 if authorized.

Background:

On July 21, 2021, City Council directed staff to investigate the feasibility of creating landscaped buffered bike lanes. The City's existing bike lanes are shown in Attachment 1. It should be noted that Aliso Creek Road between Pacific Park and Aliso Viejo Parkway (North) does not have an existing bike lane due to excessive driveway access and other right turn pockets that eliminate the ability to effectively stripe a bike lane.

In an initial review of the city's main arterial streets (Pacific Park/Glenwood, Aliso Creek Road, Aliso Viejo Parkway) it was generally determined that these streets are wide enough for buffered bike lanes to be constructed, however each street and location have different challenges that would need to be considered for actual implementation. The construction cost and level of effort required could vary greatly depending on the type of buffer selected.

It can also be noted separately that Orange County Transportation Authority (OCTA) is currently working on a regional bikeway plan that could be referenced and potentially tied into any local improvements that could connect local and regional facilities, expanding the bikeway system through the County. OCTA is also beginning to review guidance for e-bikes that could potentially assist local agencies in safety and enforcement efforts.

Discussion:

Buffered bike lanes, or cycle tracks, can take many different forms. The main goal of these facilities is to provide physical protection to cyclists from vehicular traffic. They are most commonly used on arterial streets with parking lanes that help provide this protective barrier, though they could be installed on any street with enough space to accommodate them.

A physical barrier could take the form of a landscaped buffer, concrete curb or median, bollards/delineators, or simply be pavement markings (Attachment 2). Any existing on-street bike lane that is at least 8' wide could have a striped buffer added at a relatively low cost and very little lead time to demonstrate a striped cycle track. Very few existing locations are less than 8'.

There are several design factors that need to be carefully reviewed when determining how and where to construct any physical barrier such as a landscaped or concrete median. These include but are not limited to:

- Sight Distance
- Drainage
- Existing Utilities
- Driveway/Street Intersection Conflicts
- Bridge Deck Widths
- Street Sweeping
- Adjacent Slope/Property Maintenance Access
- Additional Ongoing Landscape/Street Maintenance Costs

Given the many different types of cycle tracks and potential design issues, staff would also recommend investigating a slightly different approach in creating an off-street multi-use trail along one side of each arterial street. This would consist of removing the existing sidewalk and curb, relocating the curb, creating the desired 4' landscape buffer strip, and installing a new 10' wide asphalt path that could accommodate both pedestrian and bicycle traffic on a two-way trail like that found along the creek.

An extremely rough cost estimate to build this type of trail is in the ballpark of \$400 per lineal foot. To complete this path along one side of each major arterial the cost estimate at today's prices is about \$25 million. This includes construction, preparing design documents and any construction management efforts. Cycle tracks that include landscape or concrete medians are likely to cost even more since work would be required on both sides of the street.

Staff respectfully requests City Council direction on whether to move forward with a bicycle master plan including feasibility or conceptual study of installing buffered bike lanes. The plan would include review of existing bikeways, conceptual designs, construction cost estimates, a general review of constructability, and prioritization of projects. The cost of the study would depend upon the number of design concepts

requested, and the number/length of streets that are included. The cost could be up to \$250,000 and budgeted in FY 2022-23. Staff would recommend a brief workshop or presentation by our consultant prior to finalizing the scope of work and cost of the plan.

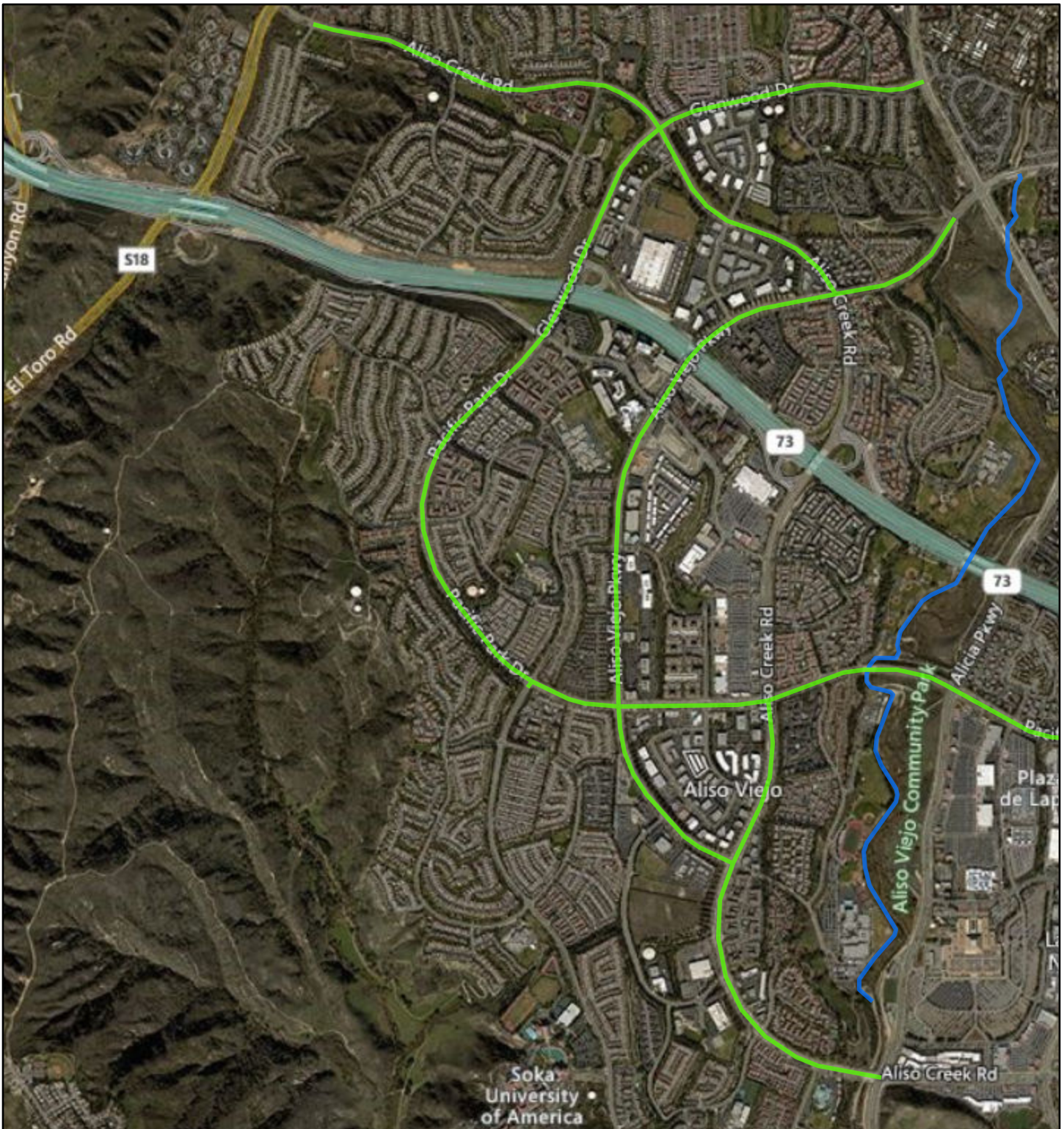
Environmental:

A feasibility study would not require environmental review as it is not considered a project under CEQA. Any potential projects proposed in a study would be reconsidered for environmental review as needed.

Attachments:

1. Existing Bike Lanes
2. Cycle Track Examples

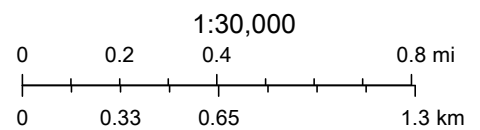
ArcGIS Web Map



11/19/2019, 3:06:00 PM

Bikeways

- Class I – Off Road Bikeway
- Class II – On-Road Striped Bikeway



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Distribution Airbus DS © 2019 HERE

Landscape Buffered Cycle Tracks



Striping/Bollard Buffered Cycle Tracks

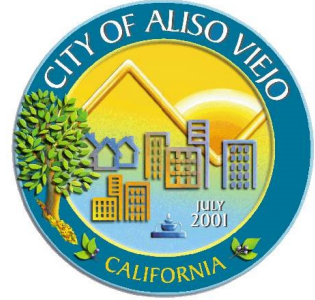


Multi-Use Trail



City of Aliso Viejo

AGENDA ITEM



DATE: February 16, 2022

TO: Mayor and City Council

FROM: Scott Smith, City Attorney

SUBJECT: CONSIDERATION OF ORDINANCE OR BALLOT MEASURE REQUIRING SPECIAL ELECTIONS TO FILL COUNCIL VACANCIES

Recommended Actions:

Discussion and consideration of the following alternatives:

1. Introduce and waive first reading of an Ordinance of the City of Aliso Viejo, California Adding Section 2.04.135 to the Aliso Viejo Municipal Code Regarding Council Vacancies (Attachment 1); OR
2. Adopt a resolution submitting a ballot measure to the voters requiring that Council vacancies be filled by special election (Attachment 2); OR
3. Leave intact the status quo under which each Council may choose whether to fill vacancies of less than two years by appointment or special election (no action).

Fiscal Impact:

None at this time. However, the estimated cost to add a measure to the November 8, 2022 General Municipal Election would be approximately \$9,000 and could be covered in the FY 2022-23 budget. Special elections to fill Council vacancies can range from approximately \$100,000 to \$200,000 depending on whether it is a mailed ballot and whether other items are included on the ballot.

Background:

When a vacancy occurs on the City Council, the Council must choose to fill that vacancy by appointment or special election. An appointee cannot serve for more than one-half of an outstanding Council term; thus, if a vacant term has more than two years remaining, a Council appointee serves only until the next general election where they must face election for the remainder of the term. At its December 1, 2021 meeting, the City Council asked staff to agendize a discussion of this issue, including presentation of two potential enactments to eliminate that choice, either by (1) a Council ordinance requiring that all

Council vacancies be filled by special election, which could be changed by a new Council ordinance, or (2) a ballot measure to be submitted to the voters requiring that all Council vacancies be filled by special election, which could only be changed by a subsequent ballot measure.

Discussion:

Government Code Section 36512 provides that if a vacancy occurs on the City Council, the Council must fill the vacancy within 60 days by either appointing a replacement or by calling a special election. (Gov. Code, § 36512(b).)

If the Council makes an appointment and the appointee assumes less than a two-year term, the appointee serves the remainder of their predecessor's term. If the appointee assumes more than a two-year term, the appointee must stand for election at the next general election. A special election to fill a vacancy must be held on the next regularly scheduled election date not less than 114 days from the date the election is called. This means that a special election to fill a vacancy must occur at the next available statewide election date (which dates are not necessarily November of even-numbered years). The person elected to fill the vacancy holds office for the unexpired term of the former incumbent. (Gov. Code, § 36512(b)(1).)

Government Code section 36512 allows the City Council by ordinance to eliminate the appointment option and self-impose a special election requirement every time a vacancy occurs. (Gov. Code, § 36512(c)(1).) With this ordinance in place, for every subsequent vacancy, the City Council must skip the appointment process and proceed directly to calling and funding a special election. Although the ordinance could be repealed by subsequent Councils, its deadlines are too tight for a repeal to occur during the pendency of a vacancy. (In other words, because the deadlines to fill a vacancy are shorter than the time it takes to repeal an ordinance, a Council wishing to reinstate the appointment option would have to do so outside the deadline for filling a particular vacancy.) The Council could exercise the first option by adopting the ordinance in Attachment 1. Adopting this ordinance would impose the special election requirement each time a vacancy occurs. It would leave future City Councils the option of repealing the election-only limitation but not during the pendency of an actual vacancy. Such a reversion would have to happen between vacancies.

A second and much more binding option is submitting a ballot measure to voters pursuant to Elections Code section 9222 to ask them whether the appointment option for vacancies should be eliminated. Such a ballot measure would be substantially similar to Attachment 2. It asks voters whether the Aliso Viejo Municipal Code should be amended to require a special election whenever a vacancy arises on the Council. If the ballot measure is approved by a majority of voters, then future City Councils would not have the option of appointments to fill vacancies, but rather would be required to immediately call a special election every time a vacancy occurs. Future City Councils would not have the ability to revert to a process for filling vacancies by appointment. Such change could only occur by a vote amending the initiative measure. (Elections Code, § 9217).

The first option would be effectuated via the standard ordinance adoption process (i.e., with a first and second reading before the City Council) (see Attachment 1). The second option would be effectuated by the Council adopting a resolution (see Attachment 2) that formally initiates the process for placing the measure on the November 8, 2022 ballot.

The Council could also decide to take no further action, which would maintain the status quo and enable future City Councils to fill vacancies by appointment or a special election. Under this scenario, each Council would have the option of an appointment or special election for each vacancy.

The most significant consideration of this issue is the cost. Without the appointment option, each Council vacancy would *require* a special election at the first opportunity. The range of costs for doing this is very broad. If the first available election allowed the inclusion of the vacancy question in a general election ballot, the costs would not be significant. However, if the first available election date necessitated a special election on just filling the vacancy, such election could cost \$100,000-\$200,000. Subsequent Councils could not avoid this cost. A Council facing a vacancy with a Council-imposed limitation would have no choice but to call the election, with the option of repealing the ordinance thereafter. A Council facing a vacancy with an electorate-imposed limitation would have no choice but to call the election and would lack the ability to repeal the limitation without an initiative vote.

Environmental:

There is no environmental impact related to this item.

Public Notice:

Through the normal agenda posting process.

Attachments:

1. Draft Council Ordinance
2. Draft Resolution re Ballot Measure

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING SECTION 2.04.135 TO THE ALISO VIEJO MUNICIPAL CODE REGARDING COUNCIL VACANCIES

WHEREAS, the City of Aliso Viejo (“City”) is governed by a five-member elected City Council, whose members are generally elected to staggered four-year terms on the first Tuesday after the first Monday of November of even-numbered years; and

WHEREAS, from time to time, it is possible that a vacancy will occur before a Councilmember’s term is scheduled to expire (e.g., a Councilmember resigns during their term); and

WHEREAS, when a vacancy arises on the City Council, State law provides that the Council must, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election. (Gov. Code, § 36512(b)); and

WHEREAS, State law allows the Council to limit its options in this scenario to calling a special election rather than having the option of appointing someone to fill the vacancy. (Gov. Code, § 36512(c)(1)); and

WHEREAS, the Aliso Viejo Municipal Code (“AVMC”) currently does not contain procedures for filling City Council vacancies; and

WHEREAS, the City Council desires to amend the AVMC to require a special election to fill vacancies that arise on the Council.

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

SECTION 1. Recitals. The City Council hereby finds and determines that the recitals above are true and correct and are incorporated herein.

SECTION 2. CEQA. The City Council hereby finds and determines that this Ordinance relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, Section 15378(b)(5).

SECTION 3. Code Amendment. The Aliso Viejo Municipal Code is hereby amended to add Section 2.04.135 (Council Vacancies) to Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) to read as follows:

“2.04.135 Term Limits

- A. If a vacancy occurs on the City Council, the Council shall immediately call a special election to fill the vacancy.
- B. The election shall be held on the next regularly scheduled election date that is not less than 114 days from the date the election is called.”

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 the 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 hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. Effective Date. This Ordinance shall take effect 30 days after its adoption.

SECTION 6. Publication. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within 15 days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 7. Record of Proceedings. 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, Aliso Viejo, California 92656. The City Clerk is the custodian of the record of proceedings.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2022, by the City Council of the City of Aliso Viejo, California, by the following vote:

Ross Chun, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

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 Ordinance No. 2022-____ was duly passed and adopted by the City Council of the City of Aliso Viejo at its regular meeting held on the ____ day of _____, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY AN ORDINANCE AMENDING THE ALISO VIEJO MUNICIPAL CODE TO ADD SECTION 2.04.135 REGARDING COUNCIL VACANCIES AT THE REGULAR MUNICIPAL ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD NOVEMBER 8, 2022

WHEREAS, the City of Aliso Viejo (“City”) is governed by a five-member elected City Council, whose members are generally elected to staggered four-year terms on the first Tuesday after the first Monday of November of even-numbered years; and

WHEREAS, from time to time, it is possible that a vacancy will occur before a Councilmember’s term is scheduled to expire (e.g., a Councilmember resigns during his or her term); and

WHEREAS, when a vacancy arises on the City Council, State law provides that the Council must, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election (Gov. Code, § 36512(b).); and

WHEREAS, State law allows the Council to limit its options in this scenario to calling a special election rather than having the option of appointing someone to fill the vacancy (Gov. Code, § 36512(c)(1)); and

WHEREAS, the Aliso Viejo Municipal Code (“AVMC”) currently does not contain procedures for filling City Council vacancies; and

WHEREAS, pursuant to Elections Code section 9222, the City Council has the authority and desires to submit to the voters a ballot measure for their consideration and possible adoption at the statewide general election held on November 8, 2022;¹ and

WHEREAS, the ballot measure will ask voters whether the AVMC should be amended to require a special election to fill any vacancy that arises on the Council; and

WHEREAS, the specific terms of the ballot measure are provided for in the ordinance to be considered by the voters is attached as Exhibit “A” and incorporated herein; and

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

¹ AVMC section 1.12.010(A) provides that the City’s general municipal elections shall be held on the same day as the statewide general election, which is the first Tuesday after the first Monday in November of each even-numbered year. For 2022, the first Tuesday after the first Monday is November 8th.

SECTION 1. Recitals. The City Council hereby finds and determines that the recitals of this resolution are true and correct and are incorporated herein.

SECTION 2. Submission of Ballot Measure. The City Council, pursuant to its authority under Elections Code section 9222, hereby orders that the ordinance attached hereto as Exhibit “A” be submitted to the qualified voters of the City at the statewide general election held on Tuesday, November 8, 2022. The proposed ordinance shall be in the form attached hereto as Exhibit “A.”

SECTION 3. Ballot Measure. The City Council, pursuant to its authority under Elections Code section 9222, hereby orders that the ballot measure shall be presented and printed upon the ballot submitted to qualified voters in the manner as set forth in this section below (the “Measure”). On the ballot to be submitted to qualified voters, there shall be printed substantially in the following:

Shall an ordinance be adopted by the City of Aliso Viejo that requires the City Council to fill any vacancy on the Council by immediately calling for a special election and not by appointment?	YES	
	NO	

SECTION 4. Election Procedures.

A. The City Council consents to the consolidation of the election on this ballot Measure with all other elections being held in the same territory on Tuesday, November 8, 2022, and to hold and conduct the consolidated election in the manner prescribed in Election Code section 10418.

B. The ballots to be used at the election shall be in the form and content as required by law.

C. In accordance with Elections Code section 10002, the Board of Supervisors of Orange County is hereby requested to consent to having the Registrar of Voters render such election services to the City of Aliso Viejo as may be requested by the City Clerk of said City. The County of Orange shall be reimbursed in full for such services as are performed.

D. The election services which the City of Aliso Viejo requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and polling place cards; the establishment or appointment of precincts, polling places, and election officers, and making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places; the canvassing of the returns of the election and the furnishing of the results of such

canvassing to the City Clerk of the City of Aliso Viejo; and the performance of such other election services as may be requested by the City Clerk.

E. The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

F. The polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Elections Code section 14401.

G. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.

H. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.

I. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.

J. The Orange County Registrar of Voters is hereby authorized to canvass the returns of said election.

K. The City Clerk of the City of Aliso Viejo shall receive the canvass as it pertains to the election on the Measure, and shall certify the results to the City Council, as required by law.

SECTION 5. Arguments and Impartial Analysis.

A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above Measure, (iii) a bona fide association of citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the Measure, in accordance with Elections Code section 9280 et seq. and may change the argument until and including Friday, August 12, 2022 (unless the Registrar requires additional lead time), after which no arguments for or against the Measure may be submitted to the City Clerk. Arguments in favor of or against the Measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the "Form of Statement to be filed by Author(s) of Argument" as provided by the City Clerk.

B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

C. Pursuant to California Elections Code section 9280, the City Council directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the ballot pamphlet along with the ballot Measure as provided by law. The impartial analysis shall be filed by the deadline set for filing of primary arguments as set forth in subsection A above. The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following:

The above statement is an impartial analysis of Measure _____. If you desire a copy of the ordinance, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you.

SECTION 6. Rebuttals.

A. That pursuant to California Elections Code section 9285, when the Clerk has selected the arguments for and against the Measure which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the Measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than Monday, August 22, 2022 (unless the Registrar establishes an earlier date), accompanied by the "Form of Statement to be filed by Author(s) of Argument" as provided by the City Clerk. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

B. That the provisions herein shall apply only to the election to be held on November 8, 2022, and shall then be repealed.

SECTION 7. Placement on the Ballot. The full text of the Ordinance/Measure shall be printed in the voter pamphlet, and a statement shall be printed in the ballot pursuant to Elections Code section 9223 advising voters that they may obtain a copy of this Ordinance/Measure at no cost, upon request made to the City Clerk.

SECTION 8. Delivery of Resolution to Count. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this resolution, including the Ordinance/Measure attached hereto as Exhibit "A", to the Clerk of the Board of Supervisors of Orange County and to the Registrar of Voters of Orange County.

SECTION 9. CEQA. The City Council hereby finds and determines that the Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, Section 15378(b)(5).

SECTION 10. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable. The City Council hereby declares that it would have adopted this resolution irrespective of the invalidity of any particular portion thereof.

SECTION 11. Effective Date of Resolution. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2022.

Ross Chun, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the __ day of _____, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

(SEAL)

Mitzi Ortiz, MMC, City Clerk

EXHIBIT "A"

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF ALISO VIEJO, CALIFORNIA,
AMENDING THE ALISO VIEJO MUNICIPAL CODE TO ADD SECTION
2.04.135 REGARDING COUNCIL VACANCIES, SUBJECT TO THE
APPROVAL OF THE ELECTORS VOTING ON THE MEASURE IN THE
GENERAL ELECTION HELD ON TUESDAY, NOVEMBER 8, 2022**

SECTION 1. Council Vacancies. Subject to the approval of a majority of the voters of the City of Aliso Viejo, the Aliso Viejo Municipal Code is hereby amended to add Section 2.04.135 (Council Vacancies) to Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) to read as follows:

"2.04.135 Term Limits

- A. If a vacancy occurs on the City Council, the Council shall immediately call a special election to fill the vacancy.
- B. The election shall be held on the next regularly scheduled election date that is not less than 114 days from the date the election is called."

SECTION 2. Voter Approval, Prospective Application, and Effective Date. Except as provided in section 3 below, this ordinance shall take effect if approved by a majority of eligible voters of the City of Aliso Viejo voting in the general election held on Tuesday, November 8, 2022 and shall only apply prospectively to any vacancy that arises after the November 8, 2022 election. If so approved, this Ordinance becomes effective 10 days after the City Council declares and certifies the results of the election by resolution.

SECTION 3. 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 the 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 hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. Publication. The City Clerk is hereby directed to publish this ordinance at least once, within 15 days after the election results are certified, in a newspaper of general circulation published and circulated in the City of Aliso Viejo.

I certify that Ordinance No. _____ was adopted by the electorate of the City of Aliso Viejo at the general election held on November 8, 2022. This ordinance was adopted as

a result of the passage of Measure _____. Please refer to Resolution No. _____ for the recitation of the election results.

Mitzi Ortiz, MMC, City Clerk

(SEAL)