

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, APRIL 20, 2022
6:00 PM STUDY SESSION
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/5063210786369783055>

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/5063210786369783055>. 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

STUDY SESSION:

BICYCLE TRACKS OVERVIEW
[PowerPoint Presentation](#)

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. SPECIAL PRESENTATIONS:

- 1.1. FEATURED BUSINESS OF THE MONTH - PACIFIC LIFE INSURANCE
[Certificate of Recognition](#)
- 1.2. TRUSTED PARTNER RECOGNITIONS - CAPISTRANO UNIFIED SCHOOL DISTRICT AND BOYS & GIRLS CLUB OF CAPISTRANO VALLEY
[Certificate of Recognition - CUSD](#)
[Certificate of Recognition - Boys & Girls Club](#)
- 1.3. PROCLAMATION - FAIR HOUSING MONTH
[Proclamation](#)
- 1.4. PROCLAMATION - DMV / DONATE LIFE MONTH
[Proclamation](#)
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/5063210786369783055>. 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 March 2, 2022 Special Meeting and the March 2, 2022 Regular Meeting.

[Draft Minutes - March 16, 2022 Special Meeting](#)

[Draft Minutes - March 16, 2022 Regular Meeting](#)

4.4. ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued March 10, 2022, in the amount of \$790,050.75;
2. Ratify accounts payable checks and electronic funds transfers issued March 17, 2022, in the amount of \$354,268.22; and
3. Ratify accounts payable checks and electronic funds transfers issued March 31, 2022, in the amount of \$398,414.80.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.5. TREASURER'S STATEMENTS – JANUARY AND FEBRUARY 2022

Recommended Action: Approve January and February 2022 Treasurer's Statements

[Staff Report](#)

[Attachment 1 - Jan'22 Treasurer's Report](#)

[Attachment 2 - Feb'22 Treasurer's Report](#)

4.6. AWARD CONTRACT TO RJ NOBLE COMPANY, INC. FOR THE ALISO CREEK ROAD REHABILITATION PROJECT – WOLVERINE TO ALICIA PARKWAY

Recommended Action:

1. Approve Contract Documents, Specifications, and Plans for the Aliso Creek Road Rehabilitation Project – Wolverine to Alicia Parkway;
2. Award a contract in the amount of \$1,423,585 to RJ Noble Company, Inc. as the lowest responsible bidder for the Aliso Creek Road Rehabilitation Project – Wolverine to Alicia Parkway;
3. Authorize the City Manager to execute a contract with RJ Noble Company, Inc.;
4. Authorize City staff to make total compensation to RJ Noble Company, Inc. up to \$1,423,585 plus \$142,358.50 (10% of the contract amount) to allow for contingencies, totaling \$1,565,943.50; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

[Staff Report](#)

[Attachment 1 - Contract](#)

[Attachment 2 - Submitted Bid](#)

5. PUBLIC HEARINGS:

5.1. ADOPTION OF AN URGENCY ORDINANCE AND INITIATION OF CODE AMENDMENT TO ADD SECTIONS RELATED TO URBAN LOT SPLITS AND OUTDOOR DINING

Recommended Action:

1. Find that said actions are statutorily exempt from the California Environmental Quality Act (CEQA) under California Government Code sections 65852.21, subd. (j), and 66411.7, subd. (n), whereby the adoption of an ordinance by a city to implement the provisions of Government Code sections 66411.7 and 65852.21, regulating Urban Lot Splits and Two-Unit Projects, is statutorily exempt from the requirements of CEQA;
2. Adopt an Urgency Ordinance entitled: AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING SECTIONS 14.28 URBAN LOT SPLITS AND 15.14.210 TWO UNIT PROJECTS AND DETERMINING THE ACTION TO BE EXEMPT FROM CEQA; and
3. Introduce and give first reading to an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING SECTIONS 14.28 URBAN LOT SPLITS AND 15.14.210 TWO UNIT PROJECTS AND AMENDING SECTION 15.22.190 OUTDOOR DINING AND DETERMINING THE ACTION TO BE EXEMPT FROM CEQA.

[Staff Report](#)

[Attachment 1 - Urgency Ordinance](#)

[Attachment 2 - Non-Urgency Ordinance](#)

[Attachment 3 - PowerPoint Presentation](#)

6. DISCUSSION:**6.1. CONSIDERATION OF REIMBURSEMENT OF CITY FEES FOR TASTE OF ALISO NIGUEL EVENT**

Recommended Action: Discuss and provide direction to staff regarding reimbursement of the cost of City fees for Taste of Aliso Niguel event to Parents & Friends of Aliso Niguel High School (PFAN) in the amount of \$509.53.

[Staff Report](#)

6.2. ORDINANCE AND CITY COUNCIL POLICY REGARDING AFFORDABLE HOUSING UNIT DOCUMENTATION**Recommended Action:**

1. Find that the Ordinance is not subject to the requirements of the California Environmental Quality Act for the following reasons:
 - a) The ordinance is not a "project" within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in direct or indirect physical change in the environment.
 - b) The ordinance is exempt under Section 15061(b)(3), the general rule exemption, because it can be seen with certainty that there is no possibility that this code amendment will have a significant effect on the environment;
2. Introduce for first reading an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING CHAPTER 3.18 TO THE ALISO VIEJO MUNICIPAL CODE REGARDING AFFORDABLE HOUSING UNIT REPORTING AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; and
3. Adopt a City Council Policy regarding affordable housing unit documentation.

6.3. **ORDINANCE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION**

Recommended Action:

1. Find that the Ordinance is not subject to the requirements of the California Environmental Quality Act for the following reasons:
 - a) The Ordinance is not a "project" within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in direct or indirect physical change in the environment;
 - b) The Ordinance is exempt under Section 15061(b)(3), the general rule exemption, because it can be seen with certainty that there is no possibility that the code amendments therein will have a significant effect on the environment; and
2. Introduce for first reading an Ordinance entitled: ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA AMENDING CHAPTERS 3.06 AND 15.18 OF THE ALISO VIEJO MUNICIPAL CODE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

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

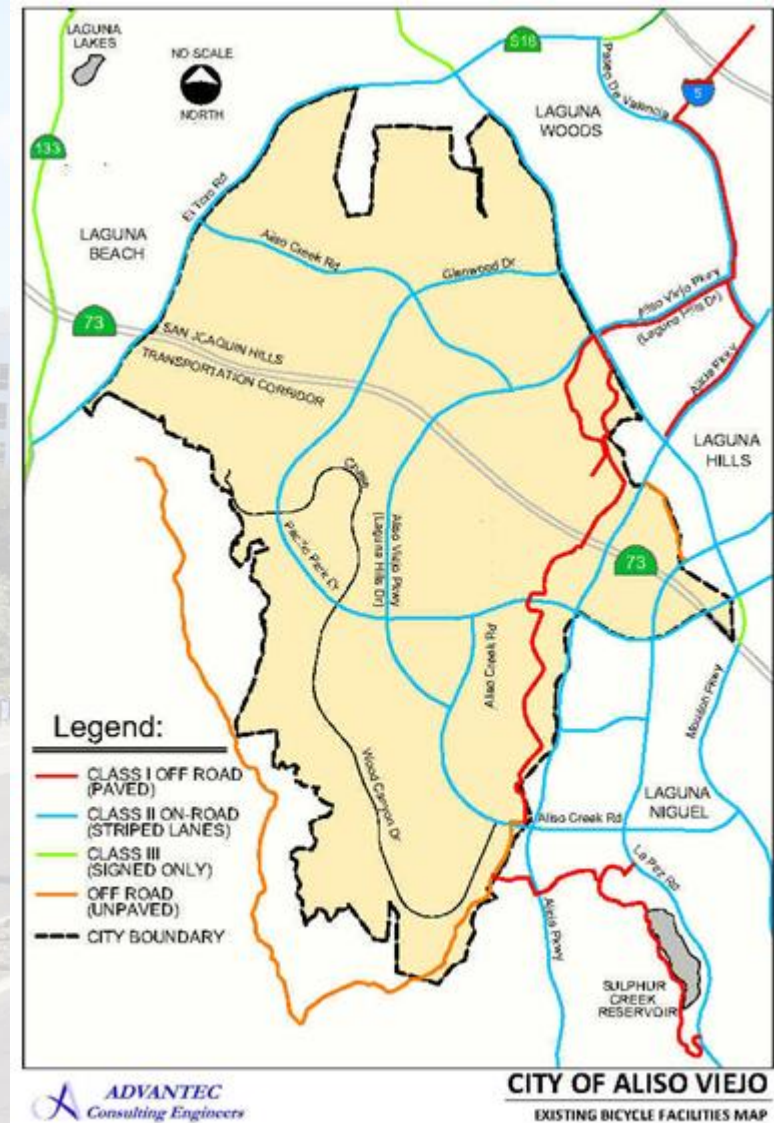
8. **ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:**

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is May 4, 2022.

City of Aliso Viejo Bicycle Tracks Presentation

Carlos A. Ortiz, PE,TE (CA), PTOE
Chief Operating Officer /
Consultant Project Manager
ADVANTEC Consulting Engineers, Inc.



April 20, 2022

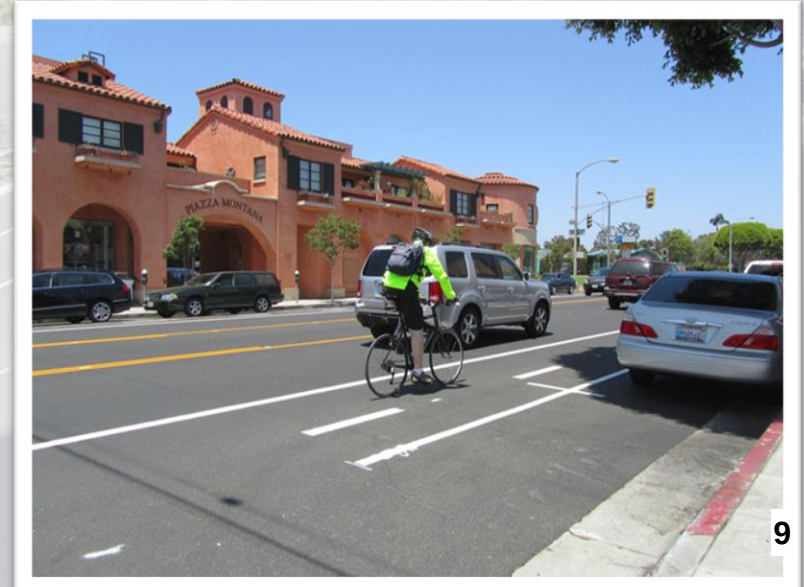
Bicycle Facilities | *Class I*

- Offsite
- Shared with Pedestrians and NEVs



Bicycle Facilities | *Class II*

- Within Roadway Segments
- Striped Bicycle Facility (Typically 2 – 8 ft lane)

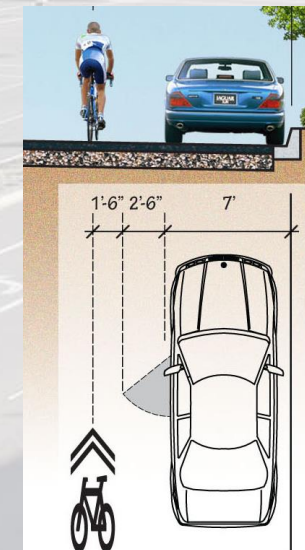
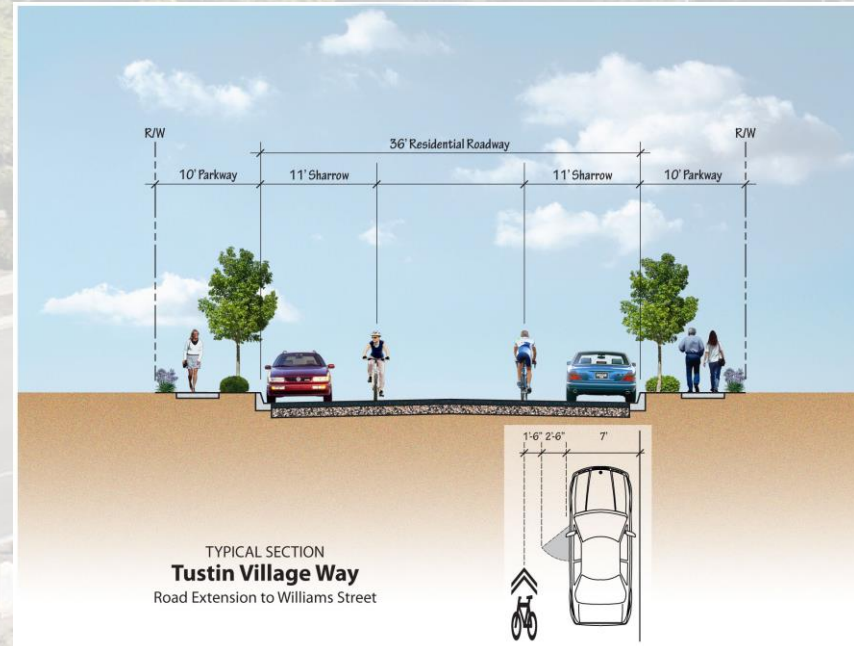


Bicycle Facilities | *Class II*



Bicycle Facilities | *Class III*

- Within Roadway Segments
- Bike Route
- Shared with Vehicles
- Sharrows



Bicycle Facilities | *Class IV (Cycle Tracks)*

- Within Roadway Segments
- 2-6 Ft Separate Buffer Area (with and w/o landscaping)
- One-Way or Two-Way Traffic
- Pedestrians/Bicyclists/NEV
- Typically 8-20 ft Lane and Shoulder
- Reduced Vehicle Lanes and/or Lane Widths
- Utility Relocation
- Drainage Impacts
- Traffic Signal Modifications
- Roadway Lighting Modifications
- Slope Maintenance Access
- Street Sweeping



Bicycle Facilities | *Class IV (Cycle Tracks)*

- Typical Along Collector and Residential Roads
- Near Beach Communities
- Grid Roadway System
- Lower Speed Roadways
- Evaluate On-Street Parking
- Evaluate Driveways
- Evaluate Ridership
- Perform Line-Of-Sight Analysis
- Evaluate Maintenance & Cost



Bicycle Facilities | *Class IV (Cycle Tracks)*

- Connectivity to Other Bicycle Facilities
- Connectivity to Different Land Uses
- Connectivity to Multi-Modal Facilities
- Cannot be Located Within Caltrans Right-of-Way



City of Aliso Viejo: Cycle Track/Class IV Bicycle Facilities

Assessment and Study – Phase I (Initial Phase)

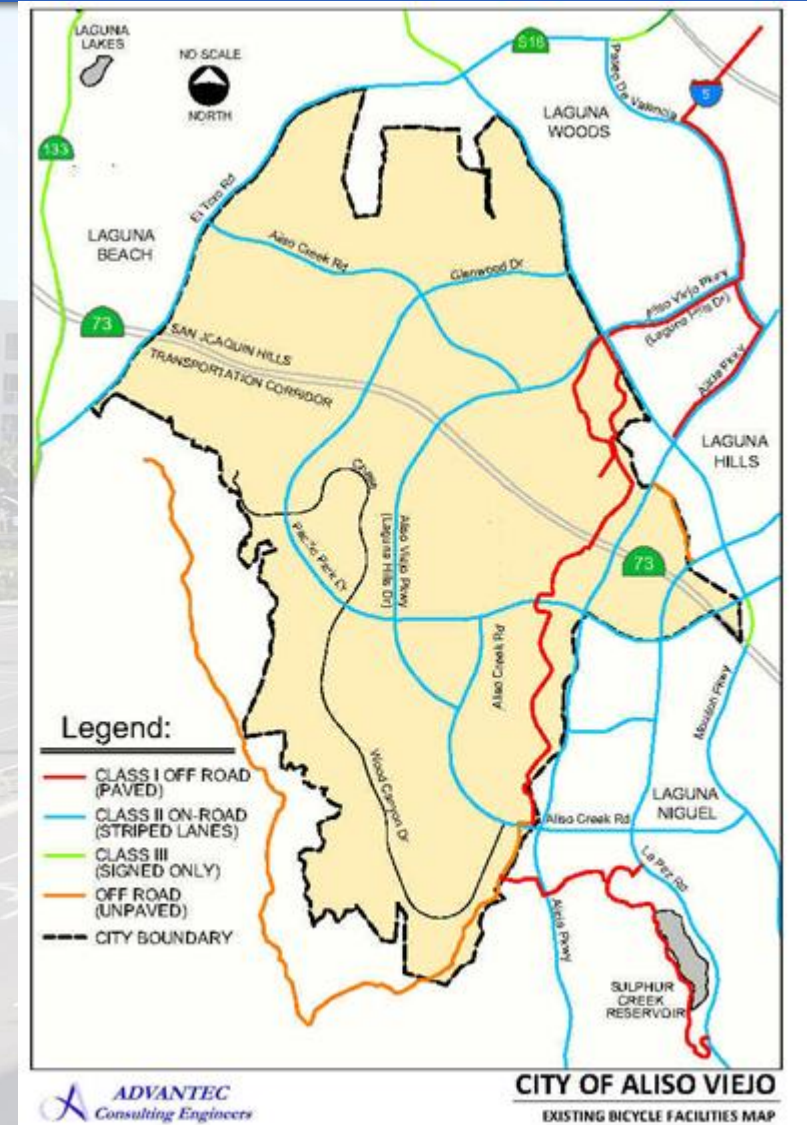
- Project Management
- Data Collection and Field Work
- Evaluate City's Bicycle Facilities and Gaps
- Evaluate City's Roadway Classification and Posted Speeds
- Bicycle Counts (if needed)
- Evaluate a One-Way or Two-Way Cycle Track
- Initial Recommendation of Selected Corridors to Further Evaluate Cycle Tracks/Class IV Applications in the City
- Community Outreach Meetings
- Planning/City Council Meetings



City of Aliso Viejo: Cycle Track/Class IV Bicycle Facilities

Assessment and Study – Phase II (Intermediate Phase)

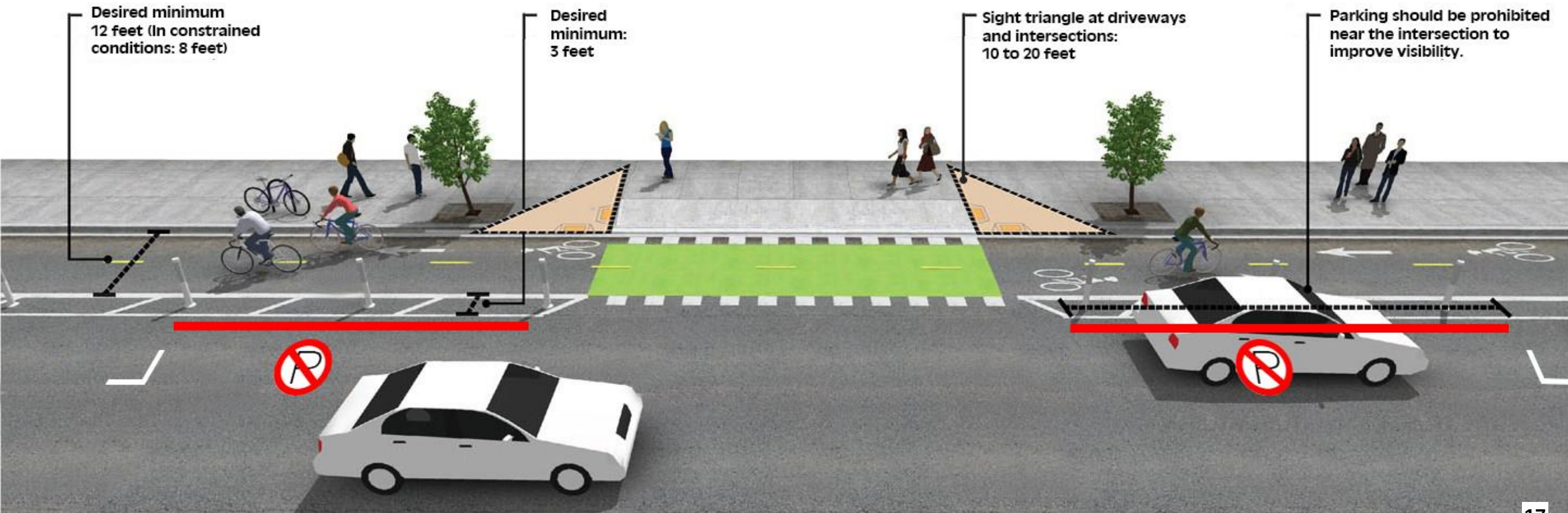
- Project Management
- Conceptual Design of Bicycle Facilities
- Review and Evaluate of Existing Geometrics (Vertical and Horizontal)
- Review and Evaluate Existing Utilities near the Curb/Gutter
- Review and Evaluate Line-of-Sight at Driveways/Intersections
- Evaluate Vehicle Turning Analysis
- Evaluate Traffic Signal Upgrades
- Provide and Engineer's Cost Analysis for selected Corridor(s)
- Evaluate Pilot Project and Location
- Community Outreach Meetings
- Planning/City Council Meetings



City of Aliso Viejo: Cycle Track/Class IV Bicycle Facilities

Assessment and Study – Phase II (Intermediate Phase)

- Review and Evaluate Line-of-Sight at Driveways/Intersections



City of Aliso Viejo: Cycle Track/Class IV Bicycle Facilities Assessment and Study – Phase III (Final Phase)

- **Project Management**
- **Evaluate Drainage Facilities with Recommended Design**
- **Evaluate Median Treatments if a Raised Median is Recommended**
- **Evaluate Maintenance & Cost**
- **Benefit-Cost Analysis**
- **Final Recommendations**
- **Evaluate Funding Opportunities**
- **Community Outreach Meetings**
- **Planning/City Council Meetings**
- **Develop City's Standards for Bicycle Facilities**

City of Aliso Viejo: Cycle Track/Class IV Bicycle Facilities Assessment and Study – Phase III (Final Phase)

■ Buffer Treatment Best Practices

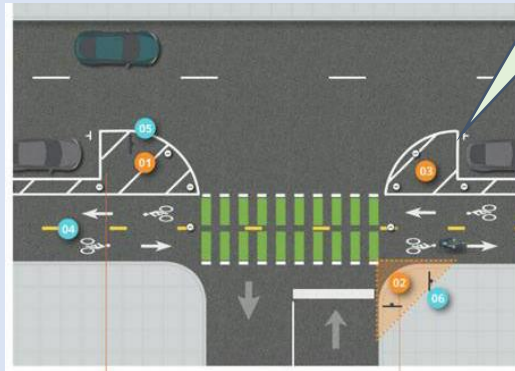
Armadillo Raised Markers



PCC Curb



Alternative Solutions



Striping
Treatment

Stamped
Pavement
Treatment



City of Aliso Viejo: Cycle Track/Class IV Bicycle Facilities Assessment and Study – Phase III (Final Phase)

- **Buffer Treatment Best Practices**



Drainage Inlet



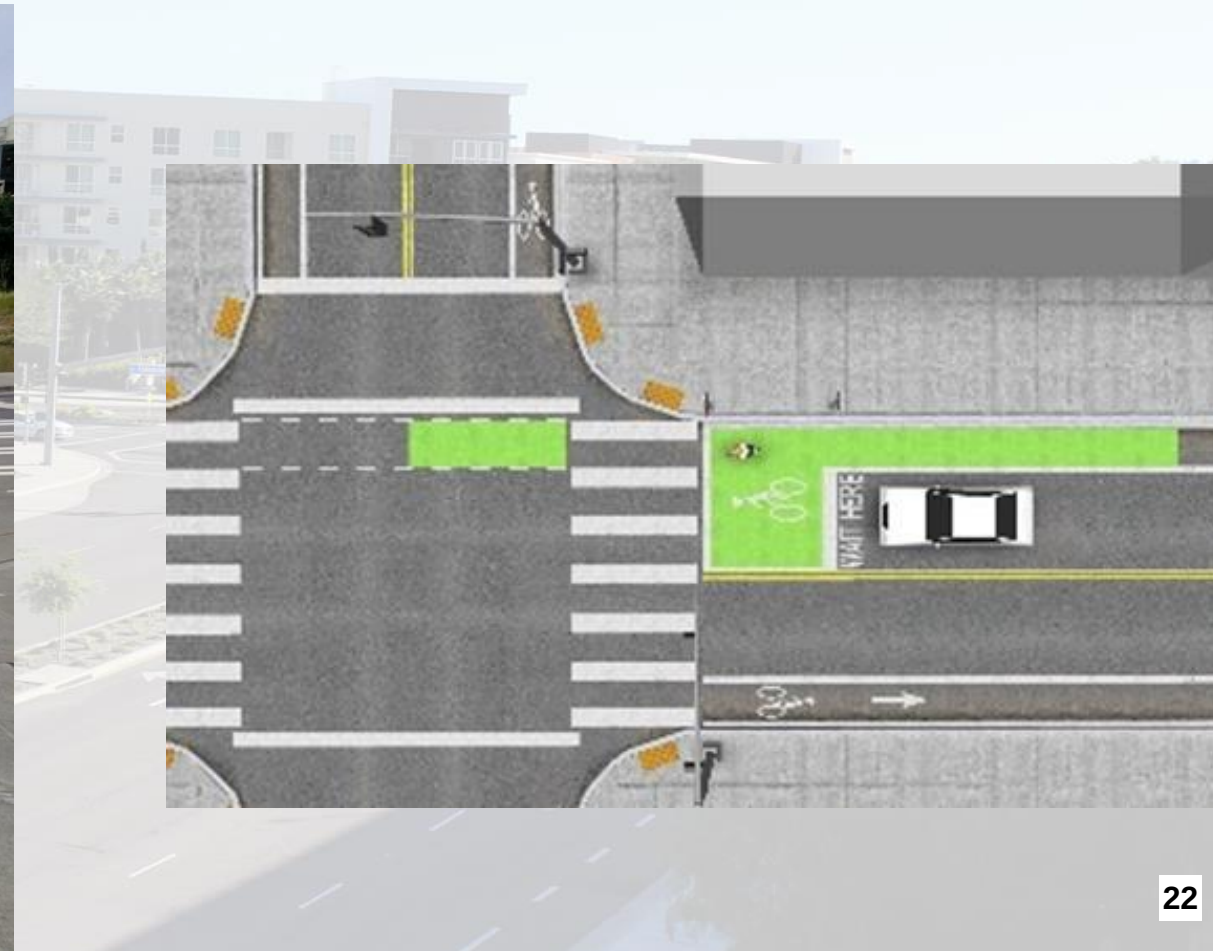
City of Aliso Viejo: Cycle Track/Class IV Bicycle Facilities Assessment and Study – Phase III (Final Phase)

- Cycle Tracks Treatment Best Practices



City of Aliso Viejo: Cycle Track/Class IV Bicycle Facilities Assessment and Study – Phase III (Final Phase)

- **Buffer Intersection Treatment Best Practices**





Certificate of Recognition

Presented to

Pacific Life

Aliso Viejo

Business of the Month

April 2022

Presented this 20th day of April, 2022

Ross Chun, Mayor





Certificate of Recognition

Presented to

**CAPISTRANO UNIFIED
SCHOOL DISTRICT**

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

April 2022

Presented this 20th day of April, 2022

Ross Chun, Mayor





Certificate of Recognition

Presented to

**BOYS & GIRLS CLUBS OF
CAPISTRANO VALLEY**

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

April 2022

Presented this 20th day of April, 2022

Ross Chun, Mayor





Proclamation

Fair Housing Month

April 2022

WHEREAS, one of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and

WHEREAS, this promise is made to us by the Nation's Fair Housing Law which requires that all people be treated equally in connection with sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status or religion; and

WHEREAS, this year marks the 54th anniversary of the Federal Fair Housing Act, the original legislation targeting the elimination of housing discrimination in America; and

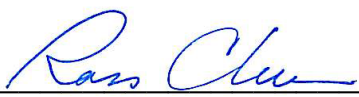
WHEREAS, since the adoption of the fair housing legislation in April 1968, April has been designated Fair Housing Month; and

WHEREAS, each year the U.S. Department of Housing and Urban Development and the Fair Housing Foundation organize events and activities during this month to focus attention on the issue of equal opportunity in housing; and

WHEREAS, April is Fair Housing Month throughout the nation and we are asking each resident of the City of Aliso Viejo to support efforts to put into practice the principles of freedom, justice and equality upon which this great nation was founded;

NOW, THEREFORE, BE IT RESOLVED, that the Aliso Viejo City Council does hereby proclaim April 2022 as Fair Housing Month in the City of Aliso Viejo.

Dated this 20th day of April, 2022



Ross Chun, Mayor





Proclamation

DMV/Donate Life Month – April 2022

WHEREAS, organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 100,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and

WHEREAS, donation of tissue can save and heal the lives of more than 75 others; and

WHEREAS, organ donors saved more than 40,000 lives last year the most ever; and

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and

WHEREAS, being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency.

NOW, THEREFORE BE IT RESOLVED, that the Aliso Viejo City Council does hereby proclaim the month of April 2022 as DMV/Donate Life Month in the City of Aliso Viejo and encourages residents to check "YES!" online, or when applying for or renewing their driver's license or I.D. card at the DMV.

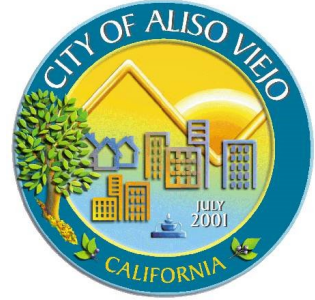
Dated this 20th day of April, 2022

Ross Chun, Mayor



City of Aliso Viejo

AGENDA ITEM



DATE: April 20, 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:

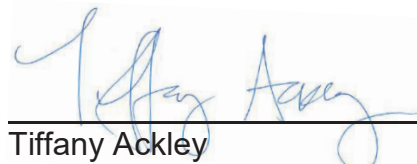
Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

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.

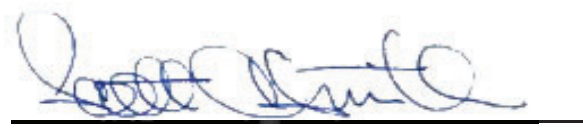
Section 4. Extension by Motion. The Council may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

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



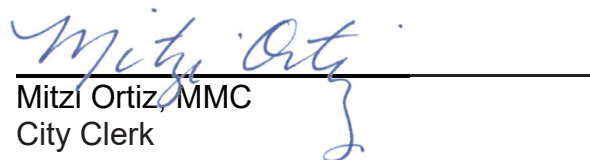
Tiffany Ackley
Mayor

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
SPECIAL MEETING
March 16, 2022, 6:00 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 Special Meeting of the City Council of the City of Aliso Viejo to order 6:00 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

PUBLIC COMMENTS:

None.

CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Number of Cases: 1

Case Name: Christopher Nils Connolly v. City of Aliso Viejo, et al.

Case Number: 2022-01243882-CU-BT-CXC

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

ADJOURNMENT: Mayor Chun adjourned the meeting at 6:57 p.m. to the March 16, 2022 Regular City Council Meeting.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

ROSS CHUN
MAYOR

DRAFT

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
March 16, 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 7:05 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
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
OMAR DADABHOY, COMMUNITY DEVELOPMENT DIRECTOR
STEPHANIE PHILLIPS, RECREATION & COMMUNITY SERVICES
DIRECTOR
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
SHERYL MARIANO, ACCOUNTING SUPERVISOR
CAPT. SCOTT MERRILL, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Councilmember Hurt led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated there was no reportable action. Please refer to the March 16, 2022 Special Meeting Minutes.

1. SPECIAL PRESENTATIONS:

1.1. FEATURED BUSINESS OF THE MONTH – NORTH STAR IMAGING

Mayor Chun introduced the video and presented the certificate of recognition to Business Unit Manager David Nokk. Mr. Nokk expressed his appreciation.

1.2. RECOGNITION OF PROFESSOR JUDY WU FOR WOMEN'S HISTORY MONTH PRESENTATIONS TO ALISO VIEJO STUDENTS

This matter was heard following Discussion Item 6.1.

1.3. INTRODUCTION OF CHIEF OF POLICE SERVICES CAPTAIN SCOTT MERRILL AND ADMINISTRATIVE SERGEANT CHAD PHILLIPS

Mayor Chun introduced City Manager David Doyle who welcomed Chief of Police Services Captain Scott Merrill and Administrative Sergeant Chad Phillips.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

1. Marlene Lewis requested changes to reporting procedures to barking dogs.

4. CONSENT CALENDAR:

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

Motion: Councilmember Hurt 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

City Manager David Doyle provided an overview.

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

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

4.3. APPROVAL OF MINUTES

Recommended Action: Approve the minutes as submitted for the March 2, 2022 Special Meeting and the March 2, 2022 Regular Meeting.

4.4. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued March 3, 2022, in the amount of \$219,250.75.

4.5. GENERAL PLAN ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2021

Recommended Action:

1. Find that the action is not a project as defined by the California Environmental Quality Act pursuant to State CEQA Guidelines section 15378(b)(5);
2. Receive and file the 2021 General Plan Annual Progress Report (APR); and
3. Direct staff to submit the APR to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

4.6. NAMING OF PRIVATE STREET

City Manager David Doyle responded to questions regarding stakeholder consent.

Recommended Action: Approve a request to name a new private street Glaukos Way.

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

5. PUBLIC HEARINGS:

None.

6. DISCUSSION:

6.1. MID-YEAR BUDGET UPDATE

City Manager David Doyle introduced Accounting Supervisor Sheryl Mariano, who provided an overview. Staff responded to questions regarding revenue sources, unfunded pension liability, proposed projects, grant funding opportunities, Aliso Viejo Town Center, and Aliso Viejo Ranch sponsorships. Councilmembers commented on the matter.

Recommended Action: Adopt the recommended Mid-Year Budget for Fiscal Year 2021-22.

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

1. SPECIAL PRESENTATIONS CONTINUED:

1.2. RECOGNITION OF PROFESSOR JUDY WU FOR WOMEN'S HISTORY MONTH PRESENTATIONS TO ALISO VIEJO STUDENTS

Mayor Chun presented the certificate of recognition to Professor Judy Wu. Professor Wu expressed her appreciation.

7. CITY MANAGER' S REPORT:

City Manager David Doyle expressed appreciation to Recreation & Community Services Director Stephanie Phillips for her years of service; announced spring Recreation Class and Summer Camp registration; and Movie Night to be held at 6:00 p.m. on March 25, 2022 at Aliso Viejo Middle School.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Ackley:

- Commented on upcoming 4th of July celebration

Councilmember Harrington:

- Expressed appreciation to Recreation & Community Services Director Stephanie Phillips
- Obtained Council consensus to consider fee waiver for Taste of Aliso Niguel event

Councilmember Munzing:

- Expressed appreciation to Recreation & Community Services Director Stephanie Phillips
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Attended retirement luncheon for Captain Kajfasz and Sergeant Gardner

Mayor Pro Tem Hurt:

- Attended TCA Board of Directors Meeting
- Expressed birthday wishes to Councilmember Munzing

Mayor Chun:

- Expressed birthday wishes to Councilmember Munzing
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Attended retirement luncheon for Captain Kajfasz and Sergeant Gardner

9. **ADJOURNMENT:** Mayor Chun adjourned the meeting at 8:20 p.m. to the regularly scheduled meeting of April 6, 2022.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

ROSS CHUN
MAYOR

DRAFT

City of Aliso Viejo

AGENDA ITEM



DATE: April 20, 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 March 10, 2022, in the amount of \$790,050.75;
2. Ratify accounts payable checks and electronic funds transfers issued March 17, 2022, in the amount of \$354,268.22; and
3. Ratify accounts payable checks and electronic funds transfers issued March 31, 2022, in the amount of \$398,414.80.

Fiscal Impact:

Expenditures in the amount of \$1,542,733.77.

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 March 10, 2022, through March 31, 2022, for \$1,542,733.77 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

03/10/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	MAR'22 CONTRACT PAYMENT CREDIT	(1,980.08)
COUNTY OF ORANGE	MAR'22 LAW ENFORCEMENT	782,783.60
	LAW ENFORCEMENT-CONTRACT TOTAL:	780,803.52
	GENERAL FUND TOTAL:	780,803.52
215 - PUBLIC SAFETY GRANTS		
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	MAR'22 MOTORCYCLE REPLACEMENT COSTS	64.60
COUNTY OF ORANGE	MAR'22 E CITATION REPLACEMENT COSTS	183.56
COUNTY OF ORANGE	MAR'22 E CITATION RECURRING COSTS	384.97
COUNTY OF ORANGE	MAR'22 PVS REPLACEMENT	1,136.46
COUNTY OF ORANGE	MAR'22 MDC REPLACEMENT	1,627.11
COUNTY OF ORANGE	MAR'22 PVS RECURRING	1,838.97
COUNTY OF ORANGE	MAR'22 MDC RECURRING	4,011.56
	LAW ENFORCEMENT-OTHER TOTAL:	9,247.23
	PUBLIC SAFETY GRANTS TOTAL:	9,247.23
	GRAND TOTAL:	790,050.75



Accounts Payable

03/17/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011510024-1/6 PUBLIC NOTICE PA21-016/AMYS	475.00
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011510030-1/6 PUBLIC NOTICE PA21-014/WEBBS	485.00
UNITED OF OMAHA LIFE INSURANCE CO.	APR'22 LIFE INSURANCE	1,199.82
CALPERS HEALTH	APR'22 CALPERS HEALTH PREMIUM	25,920.05
CALPERS HEALTH	APR'22-COUNCIL-CALPERS HEALTH PREMIUM	3,247.69
SCOTT WAYNE BAKER	8/26/22 MOVIE NIGHT SCREEN- ENCANTO	1,750.00
RJM DESIGN GROUP INC	JAN'22 PA21-016/AMY'S LANDSCAPE SERVICE	465.00
BEST BEST & KRIEGER	NOV'21 BBK-FENNEL-SPECIAL PROJ	947.50
BEST BEST & KRIEGER	DEC'21 BBK -PA21-025/FENNEL RESTAURANT	124.50
BEST BEST & KRIEGER	DEC'21 BBK-PA18-034/COMPASS BIBLE	83.00
BEST BEST & KRIEGER	DEC'21 BBK-PA21-025/FENNEL RESTAURANT	788.50
BEST BEST & KRIEGER	JAN'22 BBK-PA18-034/COMPASS BIBLE	1,120.50
BEST BEST & KRIEGER	JAN'22 BBK-PA21-0104/WEBB	332.00
BEST BEST & KRIEGER	JAN'22 BBK -PA21-016/AMY'S DRIVE-THRU	415.00
BEST BEST & KRIEGER	JAN'22 BBK-PA21-025/FENNEL RESTAURANT	290.50
CHOICE BUILDER	APR'22 DENTAL INSURANCE	2,336.22
CHOICE BUILDER	MAR'22-DG ADJ DENTAL INSURANCE	(151.96)
CHOICE BUILDER	MAR'22-DG ADJ VISION INSURANCE	(20.47)
CHOICE BUILDER	APR'22 VISION INSURANCE	353.01
DEPT OF CONSERVATION	OCT-DEC'21 SEISMIC MAPPING FEES	710.84
DIVISION OF THE STATE ARCHITECT	OCT-DEC'21 CASP FEES	98.00
CA BUILDING STANDARDS COMMISSION	OCT-DEC'21 CA BLDG STANDARD ADMIN FEES	336.60
ROVICS CONSTRUCTION INC	P#21-1789 REFUND-ROVICS CONT/138 CAPE VICTORIA	500.00
TITAN NORTH AMERICA INC	P#21-1600-REFUND-TITAN CONT/27066 LA PAZ	750.00
PACIFIC TUSK BUILDERS	P#21-1562-C&D REFUND-PACIFIC TUSK/95 ENTERPRISE	500.00
		43,056.30
CITY MANAGER		
US BANK PURCHASING CARD PROGRAM	DD-CM FASTRACK/TOLL ROADS MONTHLY CHARGES	335.00
US BANK PURCHASING CARD PROGRAM	DD-2/1-2/3 LCC CM CONF-HOTEL	739.76
US BANK PURCHASING CARD PROGRAM	DD- 2/1 LCC CM CONF-DINNER	265.05
US BANK PURCHASING CARD PROGRAM	DD-2/3 LCC CM CONF- HERTZ CAR RENTAL	285.28
US BANK PURCHASING CARD PROGRAM	DD-2/2 LCC CM CONF-BREAKFAST	26.58
US BANK PURCHASING CARD PROGRAM	DD-2/3 LCC CM CONF-AIRFARE	108.99
US BANK PURCHASING CARD PROGRAM	DD-2/9 ACE PARKING-MTG W/PATRICK COX/VALUEROCK	13.50
US BANK PURCHASING CARD PROGRAM	LL-CC-FY21-22 3CMA MEMBERSHIP DUES	400.00
US BANK PURCHASING CARD PROGRAM	LL -CC FY21-22 CAPIO MEMBERSHIP DUES	275.00
CALPERS HEALTH	APR'22-PG-HEALTH PREMIUM	149.00
STAPLES ADVANTAGE	CM-OFFICE SUPPLIES	45.37
MMASC	DD-FY21-22 MMASC MEMBERSHIP RENEWAL	90.00
	CITY MANAGER TOTAL:	2,733.53
ECONOMIC DEVELOPMENT		
KOSMONT & ASSOCIATES	OCT'21 ECONOMIC DEVELOPMENT SERVICES	1,076.40
KOSMONT & ASSOCIATES	NOV'22 ECONOMIC DEVELOPMENT SERVICES	2,090.40
KOSMONT & ASSOCIATES	DEC'21 ECONOMIC DEVELOPMENT SERVICES	1,645.80
ERIC WINTER	FEB'22 BUSINESS OF THE MONTH-SALON PLATINUM	679.80
	ECONOMIC DEVELOPMENT TOTAL:	5,492.40
HUMAN RESOURCES		
J&M TROPHIES INC	POLICE SERVICES PLAQUE FOR C.KAJFASZ & B.GARDNER	361.46
SOUTH COAST MEDICAL GROUP	1/6 PCR TEST & 1/26 EMPLOYEE EXAM	395.00
	HUMAN RESOURCES TOTAL:	756.46
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011510037-1/6 PN HE UPDATE PUBLIC NOTICE	525.00
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	LL-FEB'22-MAR'23 IIMC MEMBERSHIP RENEWAL	115.00
	CITY CLERK TOTAL:	640.00

Vendor Name	Description (Item)	Amount
CITY ATTORNEY		
BEST BEST & KRIEGER	OCT'21 BBK-COMMUNITY PSYCHIATRY-SP PROJ (NO DEP)	451.50
BEST BEST & KRIEGER	NOV'21 BBK-COMMUNITY PSYCHIATRY-SP PROJ (NO DEP)	520.00
BEST BEST & KRIEGER	DEC'21 BBK-MELIORA PHARMACY-SP PROJ (NO DEP)	622.50
BEST BEST & KRIEGER	JAN'22 BBK LEGAL SERVICES	21,265.00
BEST BEST & KRIEGER	JAN'22 BBK CODE ENFORCEMENT	914.00
BEST BEST & KRIEGER	JAN'22 BBK LABOR & EMPLOYMENT	1,430.40
BEST BEST & KRIEGER	JAN'22 BBK - LABOR/BENEFITS	357.60
BEST BEST & KRIEGER	JAN'22 BBK - ZONING CODE (CEQA & ENVIRON)	3,844.20
BEST BEST & KRIEGER	JAN'22 BBK - GENERAL LITIGATION	280.80
CITY ATTORNEY TOTAL:		29,686.00
FINANCE		
US BANK PURCHASING CARD PROGRAM	SM-2/15-2/18 CSMFO CONFERENCE-HOTEL	365.13
CALPERS HEALTH	APR'22 CALPERS ADMIN FEEPR	69.03
CALPERS HEALTH	APR'22 CALPERS ADMIN FEE	8.12
GARDAWORLD	MAR'22-CH-CASH COURIER SERVICE	428.20
STAPLES ADVANTAGE	FIN-OFFICE SUPPLIES	113.13
CHOICE BUILDER	APR'22 ADMIN FEE	35.00
HINDERLITER DE LLAMAS & ASSOCIATES	JAN-MAR'22 SALES TAX RECOVERY SERVICE	176.37
HINDERLITER DE LLAMAS & ASSOCIATES	JAN-MAR'22 SALES TAX CONTRACT SERVICE	1,527.98
FINANCE TOTAL:		2,722.96
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	2/19-3/18/22 ACCT #9302-CH-IT SERVER ROOM	85.39
US BANK PURCHASING CARD PROGRAM	IA - EOC YOUTUBE SUBSCRIPTION	64.99
US BANK PURCHASING CARD PROGRAM	IA-JAN-DEC'22 BLUEBEAM DIGITAL PLAN CHECKING SOFTW	1,950.00
US BANK PURCHASING CARD PROGRAM	IA - PATCH CABLES-AMAZON	96.85
US BANK PURCHASING CARD PROGRAM	IA-FEB'22-WAITWHILE SUB-FRONT COUNTER	159.00
NATHAN M KEETER	FEB'22 NETWORK SUPPORT & SECURITY ENGINEER	416.67
AT&T	2/22-3/21/22-CH-ELEVATOR	1,236.20
AT&T	1/19/21-2/18/22-CH-AT&T-FIBER-INTERNET	1,105.52
LUNAVI, INC	MAR'22 OFFSITE BACKUP STORAGE SERVICE-ZERTO	1,088.78
INFORMATION TECHNOLOGY TOTAL:		6,203.40
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	MAR'22 RECORDS OFF SITE STORAGE	426.55
US BANK PURCHASING CARD PROGRAM	LL-1/31 AV COSTCO MEMBERSHIP RENEWAL #8994	120.00
US BANK PURCHASING CARD PROGRAM	LL-2/16 CC DINNER-BEYOND THAI CUISINE	75.73
US BANK PURCHASING CARD PROGRAM	SP-VEHICLE REMOTE BATTERIES-CVS PHARMACY	14.63
RICOH USA	3/12-4/11/22 RICOH C5200S LEASE	729.92
NESTLE WATERS NORTH AMERICA	FEB'22-CH-COFFEE/WATER FILTRATION	45.23
DS SERVICES OF AMERICA, INC	3/3 CH-BOTTLED WATER SERVICE	80.85
IPROMOTEU.COM INC	RC/RH/TA/JS-BUSINESS CARDS	180.80
IPROMOTEU.COM INC	P.CANTONWINE - BUSINESS CARDS	45.20
IPROMOTEU.COM INC	R.BRUNELL & S.WILSON - BUSINESS CARDS	90.40
PEAK LIGHTING & ELECTRIC INC	FEB'22 -VP-LIGHTING MAINTENANCE	141.01
PEAK LIGHTING & ELECTRIC INC	MAR'22 -VP-LIGHTING MAINTENANCE	107.71
ASCAP	FY 21-22 ASCAP LICENSING FEE	400.25
CINTAS CORPORATION NO. 2	MAR'22-CH-FIRST AID MAINTENANCE	199.23
FEDERAL EXPRESS	CC-3/7 MM COUNCIL MEMBER MAIL-FEDEX	9.80
STAPLES ADVANTAGE	CEN-COPY & BREAK ROOM SUPPLIES	390.89
VOYAGER FLEET SYSTEMS INC	FEB'22 CITY CAR FUEL	242.82
QUADIENT FINANCE USA, INC	QUADIENT POSTAGE THROUGH 2/28/22	552.04
ALISO VIEJO SELF STORAGE	APR'22 RENTAL STORAGE UNIT #519	330.00
NON-DEPARTMENTAL TOTAL:		4,183.06
C. S. ADMINISTRATION		
CALPERS HEALTH	APR'22-DP-HEALTH PREMIUM	149.00
CALPERS HEALTH	APR'22-HW-HEALTH PREMIUM	149.00
SCOTT WAYNE BAKER	REM BAL-AVMS MOVIE EVENT SERVICE	875.00
CABCO YELLOW INC	SMP FEB'22-41 TRIPS-TRANSPORTATION SRV	123.00
C. S. ADMINISTRATION TOTAL:		1,296.00
IGLESIA PARK		
PV MAINTENANCE INC	FEB'22 IGLESIA PARK MAINTENANCE	684.74
IGLESIA PARK TOTAL:		684.74

Vendor Name	Description (Item)	Amount
IGLESIA BUILDING		
TMR SECURITY & PATROL SERVICES INC	FEB'22-IPCC-18 VISITS PATROL SERVICE	190.00
CTJAMJT CORP.	MAR'22 IPCC-PEST CONTROL SERVICE	95.00
PELTEK, INC	MAR'22 IPCC FLAG POLE WELDING REPAIR	300.00
PEAK LIGHTING & ELECTRIC INC	MAR'22-IPCC-LIGHTING MAINTENANCE	179.73
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	2/23 IPCC-QTRLY HVAC MAINTENANCE	182.85
IGLESIA BUILDING TOTAL:		947.58
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	FEB'22 B&G CAPO- ELEMENTARY & TEEN KEYSTONE PROG	13,125.00
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	JAN'22 B&G CAPO- ELEMENTARY & TEEN KEYSTONE PROG	13,125.00
IGLESIA PARK COMMUNITY CENTER TOTAL:		26,250.00
PLANNING		
CALPERS HEALTH	APR'22-MF-HEALTH PREMIUM	149.00
REBECCA J CAHA	FEB'22 AFFORDABLE HOUSING CONSULTANT SERVICES	1,031.25
CALIFORNIA ASSOCIATION FOR LOCAL ECONOMIC DEVELOPEM...	OD-FY21-22 CALED MEMBERSHIP DUES	570.00
CALIFORNIA ASSOCIATION FOR LOCAL ECONOMIC DEVELOPEM...	JL-FY21-22 CALED MEMBERSHIP DUES	100.00
JHD PLANNING LLC	JUL-DEC'21 HOUSING ELEMENT PROFESSIONAL SRV	2,210.00
PLANNING TOTAL:		4,060.25
BUILDING		
STAPLES ADVANTAGE	BLDG-OFFICE SUPPLIES	58.24
BUILDING TOTAL:		58.24
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	MAR'22 PUBLIC WORKS WAREHOUSE LEASE	1,035.00
US BANK PURCHASING CARD PROGRAM	SP-QL-ENGINEERS LICENSE RENEWAL	180.00
RICHARD FISHER ASSOCIATES	FEB'22 ON CALL LANDSCAPE & ARCHITECTURAL SERVICES	3,678.25
COUNTY OF ORANGE	JUL-DEC'21 #105 J01P28 URBAN OUTFALL AGRMNT	18,347.53
ENGINEERING (GENERAL) TOTAL:		23,240.78
STREET MAINTENANCE		
PV MAINTENANCE INC	FEB'22 STREET MAINTENANCE (45%)	27,823.45
STREET MAINTENANCE TOTAL:		27,823.45
LAW ENFORCEMENT-OTHER		
J&M TROPHIES INC	LE-AV CITY TILES FOR STG B.GALICIA &J.GAGEN	34.48
J&M TROPHIES INC	LE-NAME BADGE FOR DEPUTY DAN LEE	10.51
VOYAGER FLEET SYSTEMS INC	FEB'22 MOTORCYCLE FUEL & CAR WASHES	637.90
VIGICABI INC	LE-SGT.GARDNER ALUMINUM SIGN BOARD	132.00
LAW ENFORCEMENT-OTHER TOTAL:		814.89
GENERAL FUND TOTAL:		180,650.04
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
JMG SECURITY SYSTEMS INC	APR-JUN'22-CH-FIRE ALARM MONITORING	339.12
JMG SECURITY SYSTEMS INC	APR-JUN'22-CH-FIRE ALARM MONITORING	176.91
THE GAS COMPANY	2/3-3/7/22 MTR#6544 CITY HALL GAS SERVICE	722.41
CTJAMJT CORP.	MAR'22 CH-PEST CONTROL SERVICE	100.00
PEAK LIGHTING & ELECTRIC INC	FEB'22-CH-LIGHTING MAINTENANCE	225.91
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	2/22 CH-QTRLY HVAC MAINTENANCE	1,786.65
THURSTON ELEVATOR CONCEPTS INC	MAR'22 CH-ELEVATOR MAINTENANCE	131.00
SO CAL EDISON	FEB'22 ACCT#7189 CITY HALL ELECTRICITY	5,323.65
SEMACONNECT INC	MAR'22-CH-CHARGING STATION RMA KIT	167.50
NON-DEPARTMENTAL TOTAL:		8,973.15
GEN. FD-CITY HALL TOTAL:		8,973.15
103 - GF-AV RECREATION SERVICES		
JAZMIN WILSON	FACILITY RENTAL REFUND-JAZMIN WILSON	192.00
JAZMIN WILSON	REFUND- ADMIN FEE/NON-RESIDENT-JAZMIN WILSON	(100.00)
		92.00
RECREATION SERVICES		
PV MAINTENANCE INC	FEB'22 AV RANCH MAINTENANCE	1,546.62
PV MAINTENANCE INC	FEB'22 AV RANCH IT MAINTENANCE	1,339.25
PRESS-TIGE ENTERPRISES INC	2/27 AVR TABLE CLOTH CLEANING SERVICE	294.84
SKYHAWKS SPORTS ACADEMY, INC	WINTER2022-RWC117/47/44-BASKETBALL/SOCCER-22PART	1,896.00

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	SM-AVR GARDA SAFE KEY-FIREKING INV#T783106	119.86
TLP EDUCATION LLC	WINTER2022- RWC186 SPANISH-5 PARTICIPANTS	321.00
FITNESS WITH FLAVOR LLC	WINTER2022-RWC161/165/167 DANCE-13 PARTICIPANTS	975.00
FITNESS WITH FLAVOR LLC	WINTER2022-RWC171BABY FITNESS-3PARTICIPANTS	225.00
GARDAWORLD	MAR'22-AVR-CASH COURIER SERVICE PO#5560	428.19
TEAM ONE MANAGEMENT SERVICES	FEB'22 AV RANCH JANITORIAL SERVICE	5,190.00
WADORYU USA INC	WINTER2022-RWC105 KARATE-2 PARTICIPANTS	84.00
RONALD GORMAN	WINTER2022-RWC091/090 GUITAR/UKULELE -1PART	686.40
DS SERVICES OF AMERICA, INC	2/16 AVR BOTTLED WATER SERVICE	25.33
CTJAMJT CORP.	MAR'22 AVR-PEST CONTROL SERVICE PO#5498	395.00
PEAK LIGHTING & ELECTRIC INC	FEB'22 -AVR-LIGHTING MAINTENANCE	271.17
CINTAS CORPORATION NO. 2	MAR'22 AVR FIRST AID MAINTENANCE	233.49
STAPLES ADVANTAGE	REC OFFICE SUPPLIES	57.80
MOULTON NIGUEL WATER DIST	1/24-2/21/22 MTR#1100 AV RANCH WATER SRV PO#5483	113.20
MOULTON NIGUEL WATER DIST	1/24-2/21/22 MTR#0958 AV RANCH WATER SRV PO#5483	136.02
SO CAL EDISON	FEB'22 ACCT#4551 THE FARM ELECTRICITY	736.52
SO CAL EDISON	FEB'22 ACCT#6247 AVR TRACKED CHARGES ELECTRICITY	798.88
SO CAL EDISON	FEB'22 ACCT#6247 AV RANCH ELECTRICITY	2,390.36
	RECREATION SERVICES TOTAL:	18,263.93
	GF-AV RECREATION SERVICES TOTAL:	18,355.93

203 - GAS TAX

TRAFFIC ENGINEERING

HARTZOG & CRABILL INC	JAN & FEB'22 TRAFFIC SIGNAL MONITORING	2,255.00
HARTZOG & CRABILL INC	FEB'22 TRAFFIC SIGNAL MONITORING	2,000.00
	TRAFFIC ENGINEERING TOTAL:	4,255.00

STREET MAINTENANCE

PV MAINTENANCE INC	FEB'22 STREET MAINTENANCE (GAS 55%)	34,006.43
BEAR ELECTRICAL SOLUTIONS INC	FEB'22 TRAFFIC SIGNAL MONITORING-RESPONSE	19,241.05
BEAR ELECTRICAL SOLUTIONS INC	FEB'22 TRAFFIC SIGNAL MONITORING-ROUTINE	3,162.60
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	MAR'22 DATABASE MAINT. + 21 TICKETS	44.65
R F DICKSON CO INC	FEB'22 STREET SWEEPING SERVICES	8,668.66
MOULTON NIGUEL WATER DIST	1/24-2/21/22 MTR #4551 MEDIANS WATER SRV	100.16
MOULTON NIGUEL WATER DIST	1/24-2/21/22 MTR#6544 MEDIANS WATER SRV	93.64
MOULTON NIGUEL WATER DIST	1/24-2/21/22 MTR #2066 MEDIANS WATER SRV	71.97
SO CAL EDISON	FEB'22 STREET LIGHTS LS2 ELECTRICITY	1,128.27
SO CAL EDISON	FEB'22 STREET LIGHTS LS1 ELECTRICITY	15,365.17
SO CAL EDISON	FEB'22 STREET LIGHTS TC1 ELECTRICITY	3,337.29
	STREET MAINTENANCE TOTAL:	85,219.89

GAS TAX TOTAL: 89,474.89

204 - MEASURE M

GEN-MEASURE M

CABCO YELLOW INC	SMP M2 FUND-FEB'22-41 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	MAR'22 AFIS	1,958.00
	LAW ENFORCEMENT-OTHER TOTAL:	1,958.00
	PUBLIC SAFETY GRANTS TOTAL:	1,958.00

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS

ERIC WINTER	FEB'22 CC MTGS & AV SITE VISITS	726.00
	GEN-TECHNOLOGY GRANTS TOTAL:	726.00
	TECHNOLOGY FUND TOTAL:	726.00

Vendor Name	Description (Item)	Amount
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	FEB'22-AQ CTR-RETENTION FEES	(1,625.00)
		-1,625.00
GEN-AQUATIC CENTER		
COX COMMUNICATIONS, INC	2/19-3/18/22 ACCT #6701-AQ CTR-INTERNET	494.73
PV MAINTENANCE INC	FEB'22 AQ CTR MAINTENANCE	289.50
GARDAWORLD	MAR'22-AQ CTR-CASH COURIER SERVICE	428.19
VERNE'S PLUMBING, INC	FEB'22 AQ CTR SHOWER DRAIN REPAIR SRV	265.00
THE GAS COMPANY	2/4-3/8/22 MTR#2349 AQ CTR GAS SERVICE	4,776.42
PREMIER AQUATIC SERVICES	FEB'22-AQ CTR-MANAGEMENT FEES	10,833.33
PEAK LIGHTING & ELECTRIC INC	FEB'22-AQ CTR-LIGHTING MAINTENANCE	159.30
PEAK LIGHTING & ELECTRIC INC	FEB'22-AQ CTR-POOL LIGHT REPAIR	198.93
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	2/23 AQ CTR-QTRLY HVAC MAINTENANCE	248.89
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	2/22-AQ CTR- HEATER TRIPPING REPAIR SRV	1,958.09
ALPHA WATER SYSTEMS INC	AQ CTR-ROBOTIC POOL CLEANER	5,279.71
STAPLES ADVANTAGE	AQ CTR-OFFICE SUPPLIES	239.82
THE ILLINI COMPANIES, INC	FEB'22 AQ CTR-POOL CHEMICALS	1,127.66
KNORR SYSTEMS INC	FEB'22 AQ CTR-MONTHLY POOL MAINTENANCE	1,792.64
	GEN-AQUATIC CENTER TOTAL:	28,092.21
	CITY FAC.-AQUATIC CENTER TOTAL:	26,467.21
311 - STREET IMPROVEMENTS		
STREETS & HIGHWAYS		
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA	FEB'22 #097 ALISO CREEK REHAB DESIGN SRV	2,916.00
	STREETS & HIGHWAYS TOTAL:	2,916.00
	STREET IMPROVEMENTS TOTAL:	2,916.00
741 - RENEWABLE FARMS		
AARON FLORA	FEB'22 RENEWABLE FARMS-RETENTION PAYMENT	(2,695.00)
AARON FLORA	FEB'22 RENEWABLE FARMS-PAYMENT	26,950.00
		24,255.00
	RENEWABLE FARMS TOTAL:	24,255.00
	GRAND TOTAL:	354,268.22



Accounts Payable

03/31/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
US BANK PURCHASING CARD PROGRAM	SP-JUN'22-JUN'23 APWA MEMBERSHIP DUES	277.50
RJM DESIGN GROUP INC	FEB'22 PA21016/AMY'S DRIVE-THRU LANDSCAPE	1,421.25
CHARLES ABBOTT ASSOC INC	JAN'22 CAA ENG 5004 MNWD	940.00
CHARLES ABBOTT ASSOC INC	JAN'22 CAA ENG 5005 SCE - SADDLEBACK	649.96
CHARLES ABBOTT ASSOC INC	JAN'22 CAA ENG 5049 COX UTILITY	578.46
CHARLES ABBOTT ASSOC INC	JAN'22 CAA ENG 5003 COX	578.46
CHARLES ABBOTT ASSOC INC	JAN'22 CAA ENG 5063 VISTA POINTE RIDGE	457.95
CHARLES ABBOTT ASSOC INC	JAN'22 CAA ENG 5062 NEW DYNASTY CONST	216.92
CHARLES ABBOTT ASSOC INC	JAN'22 CAA ENG 5046 NX UTILITIES	73.06
CHARLES ABBOTT ASSOC INC	JAN'22 CAA ENG 5060 EL TORO WATER DISTRICT	48.21
CHARLES ABBOTT ASSOC INC	JAN'22 CAA ENG 5002 AT&T	24.10
CHARLES ABBOTT ASSOC INC	JAN'22 CAA-7 COMPUTER STATIONS LEASE CREDIT	(350.00)
TURELK INC	P#21-1215 C&D REFUND-TURELK/1 ENTERPRISE	2,000.00
ALL OC CONSTRUCTION	P#21-1704-ALL OC CONST/OC KITCHEN-11CORONADO CAY	500.00
REPIPE1	REFUND-CANCELLED P#22-0260(80%OF PLUMBING \$279.87)	223.90
PROMENADE II COMMUNITY ASOC	WQMP2022 OVERPAYMENT-PROMENADE II COMMUNITY	70.00
		7,709.77
CITY COUNCIL		
AT&T	FEB'22 CC-PHONES	247.00
US BANK PURCHASING CARD PROGRAM	MO-REFUND-TA YOSEMITE POLICYMAKERS CONF-HOTEL	(315.82)
US BANK PURCHASING CARD PROGRAM	MO-MM 3/2 AV CHAMBER BREAKFAST	14.95
US BANK PURCHASING CARD PROGRAM	MO-TA 3/16-3/17 YOSEMITE POLICYMAKERS CONF-HOTEL	315.82
US BANK PURCHASING CARD PROGRAM	MO-TA 2/14 YOSEMITE POLICYMAKERS CONF-HOTEL	315.82
US BANK PURCHASING CARD PROGRAM	MO-RC 2/25 ECON LUNCHEON REGIS	75.00
DAVID HARRINGTON	DH-3/8/22 ACCOC ADVOCACY TRIP-PARKING REIMB	40.00
TIFFANY ACKLEY	TA 3/17-3/20 YOSEMITE POLICYMAKERS CONF-MILEAGE	443.43
TIFFANY ACKLEY	TA 3/17-3/20 YOSEMITE POLICYMAKERS CONF-MEALS	98.61
TIFFANY ACKLEY	TA 3/17-3/20 YOSEMITE POLICYMAKERS CONF PARKING	35.00
	CITY COUNCIL TOTAL:	1,269.81
CITY MANAGER		
AT&T	FEB'22 CM-PHONE	59.37
US BANK PURCHASING CARD PROGRAM	PC-3/16 CM STAFF MEETING- LUNCH	262.14
US BANK PURCHASING CARD PROGRAM	PC-3/16 CM MEETING/PANEL-PASTRIES	39.43
US BANK PURCHASING CARD PROGRAM	PC-3/16 CM STAFF MEETING-DRINKS	49.95
US BANK PURCHASING CARD PROGRAM	PC-OCCMA MEETING -GUEST ATTENDANCE	54.00
US BANK PURCHASING CARD PROGRAM	MO-FY21-22 CAPIO MEMBERSHIP RENEWAL	275.00
US BANK PURCHASING CARD PROGRAM	LL-CC ICMA MEMBERSHIP RENEWAL	175.00
	CITY MANAGER TOTAL:	914.89
ECONOMIC DEVELOPMENT		
ERIC WINTER	APR'22 BUSINESS OF THE MONTH-NSI	679.80
ERIC WINTER	MAR'22 BUSINESS OF THE MONTH-NSI	679.80
EFUEL LLC	OCT-DEC'21 SALES TAX-EFUEL	104,748.00
	ECONOMIC DEVELOPMENT TOTAL:	106,107.60
HUMAN RESOURCES		
US BANK PURCHASING CARD PROGRAM	PC-IPMA CP CERTIFICATION STUDY GUIDE	100.00
US BANK PURCHASING CARD PROGRAM	PC-OFFICE SUPPLIES-CONTAINER STORE	80.78
US BANK PURCHASING CARD PROGRAM	PC-OFFICE SUPPLIES-AMAZON	9.69
US BANK PURCHASING CARD PROGRAM	PC-3/10 FIN DIR 2ND INTERVIEW W/CM	7.45
US BANK PURCHASING CARD PROGRAM	SP- 3/7 FACILITY INTERVIEW PANEL LUNCH	112.82
US BANK PURCHASING CARD PROGRAM	PC-3/8 FIN DIR PANEL/CM/HR- LUNCH	171.15
PATRICIA CANTONWINE	3/16 FIN DR PANEL ASSIST -THANK YOU CARD	25.00
PATRICIA CANTONWINE	3/16 FIN DR PANEL ASSIST -THANK YOU CARD	25.00
PATRICIA CANTONWINE	3/16 FIN DR PANEL ASSIST -THANK YOU CARD	25.00
	HUMAN RESOURCES TOTAL:	556.89

Vendor Name	Description (Item)	Amount
CITY CLERK		
US BANK PURCHASING CARD PROGRAM	MO-4/5-4/10/22 CCAC CONF-FLIGHT	276.97
US BANK PURCHASING CARD PROGRAM	MO-4/5-4/10/22 CCAC CONF REGISTRATION	450.00
	CITY CLERK TOTAL:	726.97
CITY ATTORNEY		
BEST BEST & KRIEGER	FEB'22 BBK LEGAL SERVICES	22,179.00
BEST BEST & KRIEGER	FEB'22 BBK LEGAL SRV-CC	5,803.96
BEST BEST & KRIEGER	FEB'22 BBK LABOR & EMPLOYMENT	1,341.00
BEST BEST & KRIEGER	FEB'22 BBK GENERAL LITIGATION	149.00
BEST BEST & KRIEGER	FEB'22 BBK - LABOR/BENEFITS	774.80
BEST BEST & KRIEGER	FEB'22 BBK #801 TOWN CTR SPECIFIC PLAN	558.60
	CITY ATTORNEY TOTAL:	30,806.36
FINANCE		
LANCE SOLL LUNGHARD LLP	DEC'21-FIN INTERIM STAFF-LSL PROFESSIONAL SRV	425.00
PARS	JAN'22 PARS REP FEES	300.00
	FINANCE TOTAL:	725.00
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	3/10-4/9/22 ACCT#0202-CH-TV/CABLE	154.73
COX COMMUNICATIONS, INC	3/6-4/5/22 ACCT #8802-CH-INTERNET	1,500.00
AT&T	2/6-3/5/22 CH-ALARM/POTS LINE	2,827.31
AT&T	FEB'22 CH-4 MIFI	163.96
AT&T	FEB'22 CH- FLEET COMPLETE	128.30
AT&T	FEB'22 EOC-4 MIFI	160.96
AT&T	FEB'22 EOC-4 PHONES	106.75
AT&T	FEB'22-HR PHONE HARDWARE	859.05
US BANK PURCHASING CARD PROGRAM	IA -EOC YOUTUBE SUBSCRIPTION	64.99
US BANK PURCHASING CARD PROGRAM	IA -IMAGINETOWNCETER.COM-GODADDY	20.17
US BANK PURCHASING CARD PROGRAM	IA-MAR'22-WAITWHILE SUB-FRONT COUNTER	159.00
US BANK PURCHASING CARD PROGRAM	IA-IT SUPPLIES-MOUSE/CABLES/CABLE MANAGEMENT	343.61
SHI INTERNATIONAL CORP	12/8/21-12/7/22 BLUEBEAM LICENSES	6,475.00
JIVE COMMUNICATIONS INC	MAR'22 CH JIVE VOIP SERVICE & SUPPORT	1,847.86
TANGENT COMPUTERS INC	3/23-4/22/22 CH O365 LICENSES & SUPPORT	2,291.47
	INFORMATION TECHNOLOGY TOTAL:	17,103.16
NON-DEPARTMENTAL		
US BANK PURCHASING CARD PROGRAM	PC-OFFICE SUPPLIES-AMAZON	51.14
US BANK PURCHASING CARD PROGRAM	LL-FOLDING WAGON-COSTCO	96.96
US BANK PURCHASING CARD PROGRAM	LL-3/11 COSTCO DELIVERY	279.40
US BANK PURCHASING CARD PROGRAM	LL-3/16 CC DINNER - BEYOND THAI	141.30
US BANK PURCHASING CARD PROGRAM	LL-3/2 CC MTG DINNER-URBANE CAFE	113.84
US BANK PURCHASING CARD PROGRAM	PC-3/10 QTRLY LUNCHEON SUPPLIES-DOLLAR TREE	8.18
US BANK PURCHASING CARD PROGRAM	PC-3/10 QTRLY LUNCHEON SUPPLIES-DRINKS	8.62
US BANK PURCHASING CARD PROGRAM	PC-3/10 QTRLY LUNCHEON DECOR & FLATWARE-AMAZON	92.91
US BANK PURCHASING CARD PROGRAM	PC-RETIREMENT CARDS	10.54
US BANK PURCHASING CARD PROGRAM	LL-3/2 CC MTG DINNER-URBANE CAFE	14.95
US BANK PURCHASING CARD PROGRAM	PC-3/10 QTRLY LUNCHEON-CATERING EL RANCHO	1,060.90
US BANK PURCHASING CARD PROGRAM	PC-3/10 QTRLY LUNCHEON -DRINKS	21.42
US BANK PURCHASING CARD PROGRAM	PC-3/10 QTRLY LUNCHEON CATERING DEPOSIT	200.00
US BANK PURCHASING CARD PROGRAM	LL-3/2 CC MTG DINNER-URBANE CAFE	16.96
US BANK PURCHASING CARD PROGRAM	PC-3/10 QTRLY LUNCHEON-CAKE	19.99
US BANK PURCHASING CARD PROGRAM	PC-3/10 QTRLY LUNCHEON DECOR & FLATWARE-AMAZON	20.46
J&M TROPHIES INC	LE NAMEPLATES & NAMETAGS-SGT CP & CHIEF SM	212.54
RICOH USA	11/1-1/31/22 RICOH C5200S COPIES	489.52
RICOH USA	1/1-1/31/22 RICOH 2504EX FRONT COUNTER-COPIES	66.37
RICOH USA	2/1-2/28/22 RICOH 2504EX FRONT COUNTER-COPIES	193.79
RICOH USA	2/12-3/11/22 RICOH 2504 BACK OFFICE-COPIES	114.93
NIEVES LANDSCAPE INC	MAR'22 VISTA PARK LANDSCAPE MAINTENANCE	1,028.96
FEDERAL EXPRESS	CC-3/7 TA COUNCIL MEMBER MAIL-FEDEX	9.80
VOYAGER FLEET SYSTEMS INC	MAR'22 CITY CAR FUEL	117.62
VIGICABI INC	SPRING 2022 BANNERS & INSTALLATION	2,693.00
	NON-DEPARTMENTAL TOTAL:	7,084.10
C. S. ADMINISTRATION		
ANDREW JOHN KEATHLEY	4/30 JAMFEST EVENT-BAND PERFORMANCE	1,500.00
US BANK PURCHASING CARD PROGRAM	NL-MOVIE EVENT CRAFT SUPPLIES-AMAZON	36.36

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	NL-MOVIE EVENT CRAFT SUPPLIES-AMAZON	89.29
US BANK PURCHASING CARD PROGRAM	NL-MOVIE EVENT PRIZES-FUNEXPRESS	49.48
US BANK PURCHASING CARD PROGRAM	NL-MOVIE EVENT PRIZES-AMAZON	34.44
US BANK PURCHASING CARD PROGRAM	NL-MOVIE EVENT CRAFT SUPPLIES-AMAZON	20.46
US BANK PURCHASING CARD PROGRAM	NL-EDIBLE CRAFT FOR HEARTY PARTY-RALPHS	9.49
US BANK PURCHASING CARD PROGRAM	NL-CRAFTS FOR HEARTY PARTY-HOBBY LOBBY	6.43
US BANK PURCHASING CARD PROGRAM	NL-MOVIE EVENT CRAFT SUPPLIES-AMAZON	6.71
US BANK PURCHASING CARD PROGRAM	NL-CABLE MANAGEMENT STRAPS-AMAZON	6.45
ALLIANT INSURANCE SERVICES INC	3/25 AVMS MOVIE NIGHT EVENT INSURANCE	225.00
ALLIANT INSURANCE SERVICES INC	4/30 JAMFEST EVENT INSURANCE	321.00
WESTAMERICA COMMUNICATIONS INC	24,000 SPRING 2022 BROCHURE PRINTING	25,663.70
SMART LEVELS MAILING & PRINTING INC	SUMMER CAMP 2022 RETRACTABLE BANNER	176.71
C. S. ADMINISTRATION TOTAL:		28,145.52
IGLESIA PARK		
EL TORO WATER DISTRICT	2/8-3/8/22 MTR #3499 IGLESIA PARK WATER SRV	834.92
EL TORO WATER DISTRICT	2/8-3/8/22 MTR #4114 IGLESIA PARK WATER SRV	729.18
NIEVES LANDSCAPE INC	MAR'22 IGLESIA LANDSCAPE MAINTENANCE	6,846.00
MIRACLE RECREATION EQUIPMENT COMPANY, INC	MAR'22 IP PLAYGROUND EQUIPMENT	698.80
SO CAL EDISON	FEB'22 ACCT#7997 IGLESIA PARK ELECTRICITY	214.64
IGLESIA PARK TOTAL:		9,323.54
IGLESIA BUILDING		
TEAM ONE MANAGEMENT SERVICES	MAR'22 IPCC-JANITORIAL SERVICE	861.00
EL TORO WATER DISTRICT	2/8-3/8/22 MTR#1850 IGLESIA BLDG WATER SRV	238.02
SONITROL ORANGE COUNTY LLC	APR'22-IPCC-ACCESS CONTROL SERVICE	99.22
PROTECTION ONE ALARM MONITORING INC	CREDIT BAL-IPCC- ALARM MONITORING SERVICE	(50.00)
PROTECTION ONE ALARM MONITORING INC	3/17-4/16/22 IPCC- ALARM MONITORING SERVICE	54.50
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	1/14/22 IPCC- HVAC REPAIR	4,553.06
SO CAL EDISON	FEB'22 ACCT#7997 IGLESIA BLDG ELECTRICITY	720.33
IGLESIA BUILDING TOTAL:		6,476.13
PLANNING		
US BANK PURCHASING CARD PROGRAM	OD-2/24 ENERGOV TRAINING-F&B	90.92
US BANK PURCHASING CARD PROGRAM	OD-2/24 ENERGOV TRAINING-F&B	108.27
US BANK PURCHASING CARD PROGRAM	OD-AVTC FEB'22 CONSTANT CONTACT	45.00
PLANNING TOTAL:		244.19
BUILDING		
CHARLES ABBOTT ASSOC INC	JAN'22 CAA BUILDING SERVICES	22,101.50
BUILDING TOTAL:		22,101.50
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	JAN'22 CAA CODE ENFORCEMENT	7,879.66
CODE ENFORCEMENT TOTAL:		7,879.66
ENGINEERING (GENERAL)		
AT&T	FEB'22 PW TABLET-AT&T INTERNET	80.48
US BANK PURCHASING CARD PROGRAM	SP & QL 4/7 CEAOC MEETING REGIS	90.00
US BANK PURCHASING CARD PROGRAM	SP-4/4 APWA FACILITY & GROUNDS WORKSHOP	150.00
CHARLES ABBOTT ASSOC INC	JAN'22 CAA NPDES COSTS	20,820.43
CHARLES ABBOTT ASSOC INC	JAN'22 CAA SOLID WASTE	6,393.24
ENGINEERING (GENERAL) TOTAL:		27,534.15
STREET MAINTENANCE		
CHARLES ABBOTT ASSOC INC	JAN'22 CAA STREET MAINTENANCE	25,487.65
STREET MAINTENANCE TOTAL:		25,487.65
LAW ENFORCEMENT-OTHER		
AT&T	FEB'22 PALS-PHONE	44.37
US BANK PURCHASING CARD PROGRAM	CP-3/16 TACTICAL WINDOW TINT ON SGT'S VEHICLE	160.00
ALL CITY MANAGEMENT SERVICES	1/9-1/22/22-414HRS-SCHOOL CROSSING GUARD SRV	10,486.62
ALL CITY MANAGEMENT SERVICES	2/6-2/19/22-414HRS-SCHOOL CROSSING GUARD SRV	10,486.62
VOYAGER FLEET SYSTEMS INC	MAR'22 MOTORCYCLE FUEL & CAR WASHES	616.63
LAW ENFORCEMENT-OTHER TOTAL:		21,794.24
EOC		
US BANK PURCHASING CARD PROGRAM	SL-3/14 WELCOME DONUTS FOR CHIEF/SGT	44.40

Vendor Name	Description (Item)	Amount
LIFE STORAGE #961	4/14-5/14/22-RENTAL OFFSITE STORAGE #A1554	250.00
	EOC TOTAL:	294.40
	GENERAL FUND TOTAL:	322,285.53

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL

JMG SECURITY SYSTEMS INC	MAR'22-CH-FIRE ALARM TROUBLESHOOTING PO#5542	235.00
TEAM ONE MANAGEMENT SERVICES	MAR'22 CH-JANITORIAL SERVICE	2,856.00
SONITROL ORANGE COUNTY LLC	APR'22 CH -ACCESS CONTROL SERVICE	552.74
SONITROL ORANGE COUNTY LLC	APR'22 CH-INTRUSION DETECTION	196.51
PEAK LIGHTING & ELECTRIC INC	MAR'22-CH-LIGHTING MAINTENANCE	169.50
FOSTERS' GARDENS INC	MAR'22 CH- PLANT MAINTENANCE	115.00
NIEVES LANDSCAPE INC	MAR'22 CITY HALL LANDSCAPE MAINTENANCE	678.00
PACIFIC PARK II ASSOCIATION	APR'22 CH HOA ASSESSMENT	347.27
ALISO VIEJO COMMUNITY ASSOCIATION	FY21-22-AVCA-4TH QTR-CITY HALL HOA DUES	1,503.39
ALISO VIEJO COMMUNITY ASSOCIATION	FY21-22-AVCA-4TH QTR-35 PLAYA MASTER HOA FEES	94.64
	NON-DEPARTMENTAL TOTAL:	6,748.05
	GEN. FD-CITY HALL TOTAL:	6,748.05

103 - GF-AV RECREATION SERVICES

GABRIELA GONZALEZ	REFUND-USER CREDIT CONVERSION-GABRIELA GONZALEZ	15.00
TRAM PHAM	REFUND-CREDIT CONVERSION-TRAM PHAM	13.00
		28.00

RECREATION SERVICES

PRESS-TIGE ENTERPRISES INC	3/12 AVR TABLE CLOTH CLEANING SERVICE	350.78
PRESS-TIGE ENTERPRISES INC	3/18 AVR TABLE CLOTH CLEANING SERVICE	224.64
TUMBLE-N-KIDS, INC	WINTER2022-RWC028/027/025/026GYMNASTICS-39 PART	3,414.00
OC PLAYBALL INC	WINTER2022-RWC029/030 OC PLAYBALL-7 PARTICIPANTS	567.00
SKYHAWKS SPORTS ACADEMY, INC	WINTER2022-RWC116/040/041-MULTI SPORT-18 PART	1,662.00
US BANK PURCHASING CARD PROGRAM	NL-SUPPLIES PAPER TOWEL-SMART & FINAL	21.00
LAURELINDA HAUSSON	WINTER2022-RWC085 FINE ARTS-7 PARTICIPANTS	861.00
LAURELINDA HAUSSON	WINTER2022-RWC087/003-LEGO-15 PARTICIPANTS	1,749.00
ULINE	AVR-TRASH BINS FOR CATERING KITCHEN	193.44
AT&T	2/6-3/5/22 AVR-ALARM/POTS LINE	877.07
AT&T	FEB'22 REC TABLET-AT&T INTERNET	40.24
AT&T	FEB'22 REC-4 PHONES	178.44
JENNIFER ANDRUS-NELSON	WINTER2022-RWC069-SOCIAL SKILLS- 9 PARTICPANTS	777.60
CLICKSTART DOG TRAINING ACADEMY, LLC	WINTER2022-RWC118-BASIS COMMUNICATION-7 PART	990.00
SONITROL ORANGE COUNTY LLC	APR'22-AVR-ACCESS CONTROL SERVICE	485.78
SONITROL ORANGE COUNTY LLC	APR'22 AV & AQ CTR- ACCESS CONTROL SERVICE	113.56
BREAKTHROUGH SPORTS LLC	WINTER2022-RWC108/109/032 BASKETBALL24 PARTICIPAN	1,047.60
KIMBERLY KRANTZ	WINTER2022-RWC120 POETRY WRITING-3 PARTICIPANTS	81.00
PEAK LIGHTING & ELECTRIC INC	MAR'22 -AVR-ELECTRICAL REPAIR	305.59
PEAK LIGHTING & ELECTRIC INC	MAR'22 -AVR-LIGHTING MAINTENANCE	211.91
FOSTERS' GARDENS INC	MAR'22 AVR- PLANT MAINTENANCE	110.00
RICOH USA	2/1-2/28/22 AVR COPIER SUBSCRIPTION	21.00
RICOH USA	3/1-3/31/22-AVR COPIER SUBSCRIPTION	21.00
NIEVES LANDSCAPE INC	MAR'22 AV RANCH LANDSCAPE MAINTENANCE	2,262.67
MANHATTAN STITCHING COMPANY INC	REC-ADDITIONAL STAFF POLOS	1,066.73
SHI INTERNATIONAL CORP	AVR-12 EARPHONES FOR RADIOS	571.08
JIVE COMMUNICATIONS INC	MAR'22 AVR JIVE VOIP SERVICE & SUPPORT	607.88
TANGENT COMPUTERS INC	3/23-4/22/22 AVR O365 LICENSES & SUPPORT	425.53
	RECREATION SERVICES TOTAL:	19,237.54
	GF-AV RECREATION SERVICES TOTAL:	19,265.54

203 - GAS TAX

TRAFFIC ENGINEERING

NICHOLS CONSULTING ENGINEERS, CHTD	FEB'22 PAVEMENT MANAGEMENT PLAN UPDATE	13,310.00
	TRAFFIC ENGINEERING TOTAL:	13,310.00

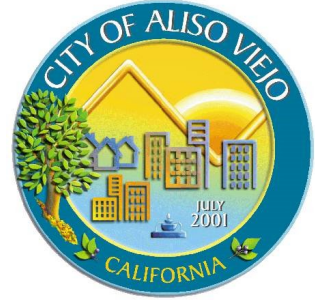
STREET MAINTENANCE

EL TORO WATER DISTRICT	2/8-3/8/22 MTR #5675 CALLE CORTEZ WATER SERVICE	87.13
NIEVES LANDSCAPE INC	MAR'22 MEDIANS LANDSCAPE MAINTENANCE	1,586.00

Vendor Name	Description (Item)	Amount
SO CAL EDISON	FEB'22 GS1 MEDIANS ELECTRICITY	71.29
SAN DIEGO GAS & ELECTRIC	FEB'22 ACCT#6953 ST LIGHTS & TRAFFIC CONTROLLERS	2,546.72
	STREET MAINTENANCE TOTAL:	4,291.14
	GAS TAX TOTAL:	17,601.14
241 - TECHNOLOGY FUND		
GEN-TECHNOLOGY GRANTS		
ERIC WINTER	MAR'22 CC MTGS & AV SITE VISITS	1,109.00
	GEN-TECHNOLOGY GRANTS TOTAL:	1,109.00
	TECHNOLOGY FUND TOTAL:	1,109.00
261 - CITY FAC.-AQUATIC CENTER		
GEN-AQUATIC CENTER		
VERNE'S PLUMBING, INC	MAR'22 AQ CTR RESTROOM-PLUMBING SRV	354.61
PREMIER AQUATIC SERVICES	AQ CTR-2/3 CONCESSIONS-STATER BROS	58.45
PREMIER AQUATIC SERVICES	AQ CTR-REPLACEMENT PARTS-INV#449929 ALPHA WATER	143.78
PREMIER AQUATIC SERVICES	AQ CTR-3/8 LIGHT WEDGE-INV#447973 ALPHA WATER	13.13
PREMIER AQUATIC SERVICES	AQ CTR-2/17 PROPANE-CIRCLE K	28.00
PREMIER AQUATIC SERVICES	AQ CTR-2/17 PROPANE-CIRCLE K	28.00
PREMIER AQUATIC SERVICES	AQ CTR-2/15 PROPANE FOR HEATERS-CHEVRON	51.70
PREMIER AQUATIC SERVICES	AQ CTR-2/17 MANAGER MONTHLY MTG F&B-FLAME BROILER	59.69
PREMIER AQUATIC SERVICES	AQ CTR-2/3 SWIM TEAM CANDY-STATER BROS	13.98
PREMIER AQUATIC SERVICES	AQ CTR-2/1 FEBRUARY DECORATIONS-MICHAELS	24.50
PREMIER AQUATIC SERVICES	AQ CTR-2/28 MARCH & APRIL DECORATIONS-DOLLAR TREE	26.94
CTJAMJT CORP.	MAR'22 AQ CTR PEST CONTROL SERVICE	185.00
PEAK LIGHTING & ELECTRIC INC	MAR'22-AQ CTR-LIGHTING MAINTENANCE	109.01
TEAM ONE MANAGEMENT SERVICES	MAR'22 AQ CTR-JANITORIAL SERVICE	2,003.90
NIEVES LANDSCAPE INC	MAR'22 AQ CTR LANDSCAPE MAINTENANCE	912.48
	GEN-AQUATIC CENTER TOTAL:	4,013.17
	CITY FAC.-AQUATIC CENTER TOTAL:	4,013.17
311 - STREET IMPROVEMENTS		
ALL AMERICAN ASPHALT	JUL-NOV'21 #133 FY21-22 SLURRY SEAL RETENTION PMT	24,012.37
		24,012.37
	STREET IMPROVEMENTS TOTAL:	24,012.37
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
JANET OSTASHAY	OCHC PROG #049 AV RANCH HISTORIC SITE PLAQUE	3,380.00
	CAPITAL IMPROVEMENTS TOTAL:	3,380.00
	CAPITAL IMPROVEMENTS TOTAL:	3,380.00
	GRAND TOTAL:	398,414.80

City of Aliso Viejo

AGENDA ITEM



DATE: April 20, 2022

TO: Mayor and City Council

FROM: Sheryl Mariano, Accounting Supervisor

SUBJECT: TREASURER'S STATEMENTS – JANUARY AND FEBRUARY 2022

Recommended Action:

Approve January and February 2022 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. Jan'22 Treasurer's Statement
2. Feb'22 Treasurer's Statement

CITY OF ALISO VIEJO

TREASURER'S MONTHLY CASH STATEMENT

January 31, 2022

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
GENERAL FUND	\$ 9,890,075.05	\$ 3,809,873.01	\$ 1,504,667.44		\$ 12,195,280.62
TCRF	\$ 89,792.59				89,792.59
GAS TAX FUND	\$ 902,798.73		68,469.88		834,328.85
MEASURE M	\$ 775,406.67	135,849.39	804.00		910,452.06
SB1-RMRA	\$ 210,884.43	81,995.73			292,880.16
PUBLIC SAFETY GRANTS	\$ 154,868.33	22,971.09	9,247.23		168,592.19 (1)
AIR QUALITY IMPRVMT FD	\$ 1,037,228.54				1,037,228.54
INTEGRATED WASTE MGMT FD	\$ 13,551.87		8,905.55		4,646.32
OTHER GRANTS	\$ (117,585.05)				(117,585.05)
TECHNOLOGY GRANT	\$ 165,159.61		3,173.35		161,986.26
DEVELOPMENT IMPACT	\$ 1,410,622.33				1,410,622.33
FEDERAL GRANTS	\$ 2,858,320.40				2,858,320.40
CITY FACILITY - AV CTR	\$ 179,758.92				179,758.92
CITY FACILITY - AQUATIC CTR	\$ 4,318.29	63,221.94	55,123.83		12,416.40
STREET IMPROVEMENTS	\$ 69,414.37	6,026.99	123,300.00		(47,858.64) (2)
CAPITAL IMPROVEMENTS	\$ -		1,299.48		(1,299.48) (2)
STORM WATER	\$ -				- (2)
COP CAPITAL	\$ -				- (2)
COP	\$ (4,959.40)	-	-		(4,959.40)
AV RANCH FOUNDATION	\$ -				-
CFD 2005-01	\$ (2,993.81)	49,337.39	49,477.39		(3,133.81)
RENEWABLE FARMS	\$ 42,531.30	22,234.50	24,185.00		40,580.80
COMMUNITY TRUST	\$ 10,609.68				10,609.68
TOTALS	\$ 17,689,802.85	\$ 4,191,510.04	\$ 1,848,653.15	\$ -	\$ 20,032,659.74

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 8,465,993.70
SAVINGS ACCOUNT:	MONEY MARKET	\$ 25,691.30
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 11,540,974.74

TOTAL CASH

\$ 20,032,659.74

Years to Maturity for January 2022
Weighted Average Yield for January 2022

1.08
0.870%

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.

\$ 18,597,255.74

Cash With Fiscal Agent	COPS/CFD 2005-01	4,316,280.63
Cash With Investment Advisor	City Investments	12,606,262.70
AV Center		1,301,633.37
PR Account		370,080.04
Petty Cash		2,999.00

GRAND TOTAL OF CITY FUNDS

\$ 38,629,915.48

(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 1/31/2022

Investment Type	Original Cost	Par Value	Market Value *	% of Portfolio
Federal Agency Coupon Securities	\$ 3,242,621	\$ 3,235,000	\$ 3,220,662	13.43%
LAIF	\$ 11,540,975	\$ 11,540,975	\$ 11,540,975	47.79%
Medium Term Notes	\$ 2,000,620	\$ 2,000,000	\$ 2,019,070	8.29%
FDIC CDs	\$ 6,364,897	\$ 6,370,000	\$ 6,381,287	26.36%
Treasury Coupon Securities	\$ 998,125	\$ 1,000,000	\$ 1,007,579	4.13%
Portfolio:	\$ 24,147,237	\$ 24,145,975	\$ 24,169,572	100.00%

Years To Maturity 1.08

Weighted Average Yield 0.870%

*Market Values obtained from US Bank Treasury Division

Holdings Report

City of Aliso Viejo

January 31, 2022

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	100.23	245,571.34	1.01%	NR/NR	0.21
				0.96%	245,000.00	-0.14%	861.86	571.34	NR	0.21
89214PCQ0	Towne Bank 1.150%	04/29/2022	245,000.00	04/29/2020	245,000.00	100.25	245,618.14	1.01%	NR/NR	0.24
				1.15%	245,000.00	-0.08%	733.32	618.14	NR	0.24
02007GJX2	Ally Bank 2.450%	05/23/2022	245,000.00	05/23/2019	245,000.00	100.73	246,776.74	1.01%	NR/NR	0.31
				2.45%	245,000.00	-0.37%	1,151.16	1,776.74	NR	0.31
14042TAN7	Capital One Bank USA 2.450%	05/23/2022	245,000.00	05/22/2019	245,000.00	100.73	246,776.74	1.01%	NR/NR	0.31
				2.45%	245,000.00	-0.37%	1,167.61	1,776.74	NR	0.31
87164WYW2	Synchrony Bank 2.450%	05/24/2022	245,000.00	05/24/2019	245,000.00	100.73	246,791.20	1.01%	NR/NR	0.31
				2.45%	245,000.00	-0.36%	1,134.72	1,791.20	NR	0.31
29278TKG4	EnerBank 2.050%	08/08/2022	245,000.00	08/07/2019	245,000.00	100.94	247,310.35	1.01%	NR/NR	0.52
				2.05%	245,000.00	-0.03%	2,449.33	2,310.35	NR	0.51
05580ASU9	BMW Bank 1.850%	10/11/2022	245,000.00	10/11/2019	245,000.00	101.03	247,530.61	1.01%	NR/NR	0.69
				1.85%	245,000.00	0.12%	1,403.21	2,530.61	NR	0.68
7954505W1	Sallie Mae Bank 1.850%	12/12/2022	245,000.00	12/13/2019	244,642.30	101.20	247,935.84	1.01%	NR/NR	0.86
				1.64%	244,642.30	0.19%	620.89	3,293.54	NR	0.85
949495AA3	Wells Fargo National Bank West 1.800%	12/13/2022	245,000.00	12/13/2019	245,000.00	101.16	247,837.84	1.01%	NR/NR	0.87
				1.81%	245,000.00	0.20%	229.56	2,837.84	NR	0.85
27002YEX0	EagleBank 1.550%	03/20/2024	245,000.00	03/20/2020	244,510.00	100.99	247,414.23	1.01%	NR/NR	2.13
				1.60%	244,510.00	0.67%	124.85	2,904.23	NR	2.08
05465DAK4	Axos Bank 1.650%	03/26/2024	245,000.00	03/26/2020	245,000.00	101.20	247,934.86	1.01%	NR/NR	2.15
				1.65%	245,000.00	0.67%	66.45	2,934.86	NR	2.09
15118RUV7	Celtic Bank 1.400%	04/17/2024	245,000.00	04/17/2020	245,000.00	100.65	246,587.60	1.01%	NR/NR	2.21
				1.40%	245,000.00	0.70%	140.96	1,587.60	NR	2.16
32110YPS8	First National Bank of America 1.250%	04/22/2024	245,000.00	04/23/2020	244,522.25	100.31	245,767.59	1.01%	NR/NR	2.22
				1.30%	244,522.25	0.71%	83.90	1,245.34	NR	2.18
15201QDF1	CenterState Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	100.19	245,469.67	1.01%	NR/NR	2.25
				1.25%	244,522.25	0.72%	757.15	947.42	NR	2.21
58404DGU9	Medallion Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	100.19	245,469.67	1.01%	NR/NR	2.25
				1.25%	244,522.25	0.72%	757.15	947.42	NR	2.21
538036JN5	Live Oak Banking 1.650%	08/28/2024	245,000.00	02/28/2020	244,529.60	101.16	247,834.41	1.01%	NR/NR	2.58
				1.69%	244,529.60	0.79%	343.34	3,304.81	NR	2.49
856285RU7	State Bank of India 2.000%	11/27/2024	245,000.00	12/06/2019	245,000.00	102.06	250,040.14	1.01%	NR/NR	2.82
				2.00%	245,000.00	0.84%	886.03	5,040.14	NR	2.72
61760A4F3	Morgan Stanley Private Bank 1.950%	12/12/2024	245,000.00	12/13/2019	244,416.90	101.92	249,701.80	1.01%	NR/NR	2.87
				2.00%	244,416.90	0.85%	667.54	5,284.90	NR	2.77
61690UUJ7	Morgan Stanley Bank 1.800%	02/27/2025	245,000.00	02/28/2020	244,416.90	101.47	248,598.07	1.01%	NR/NR	3.08
				1.85%	244,416.90	0.91%	1,908.99	4,181.17	NR	2.95

Holdings Report

City of Aliso Viejo

January 31, 2022

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	244,412.00	100.84	247,070.01	1.01%	NR/NR	3.19
				1.65%	244,412.00	0.95%	1,245.81	2,658.01	NR	3.08
33847E3J4	Flagstar Bank 0.900%	05/15/2025	245,000.00	05/15/2020	245,000.00	98.57	241,502.38	1.01%	NR/NR	3.29
				0.90%	245,000.00	0.99%	471.21	-3,497.62	NR	3.23
866264DP6	Summit State Bank 0.850%	05/15/2025	245,000.00	05/18/2020	244,402.20	98.41	241,108.67	1.01%	NR/NR	3.29
				0.90%	244,402.20	0.99%	445.03	-3,293.53	NR	3.23
89235MJS1	Toyota Financial Savings Bank 0.800%	06/30/2025	245,000.00	06/30/2020	245,000.00	98.12	240,400.13	1.01%	NR/NR	3.41
				0.73%	245,000.00	1.02%	182.58	-4,599.87	NR	3.36
59013KLQ7	Merrick Bank 0.550%	12/30/2025	245,000.00	12/30/2020	245,000.00	96.62	236,707.00	1.01%	NR/NR	3.92
				0.55%	245,000.00	1.15%	7.38	-8,293.00	NR	3.87
90348JR93	UBS Bank USA 0.950%	08/11/2026	245,000.00	08/11/2021	245,000.00	97.34	238,488.64	1.01%	NR/NR	4.53
				0.95%	245,000.00	1.25%	133.91	-6,511.36	NR	4.40
38149MYB3	Goldman Sachs Bank 1.000%	08/11/2026	245,000.00	08/11/2021	245,000.00	97.57	239,043.32	1.01%	NR/NR	4.53
				1.00%	245,000.00	1.25%	1,167.95	-5,956.68	NR	4.40
					6,364,896.65		6,381,286.99	26.36%		2.12
Total Certificates of Deposit			6,370,000.00	1.52%	6,364,896.65	0.55%	19,141.89	16,390.34		2.07
Corporate Bonds										
594918BQ6	Microsoft 2.000%	08/08/2023	500,000.00	12/06/2019	503,635.00	101.25	506,265.00	2.09%	Aaa/AAA	1.52
		06/08/2023		1.79%	503,635.00	0.74%	4,805.56	2,630.00	AAA	1.39
30231GBC5	Exxon Mobil 2.019%	08/16/2024	500,000.00	12/12/2019	501,615.00	101.17	505,864.00	2.08%	Aa2/AA-	2.54
		07/16/2024		1.95%	501,615.00	0.96%	4,626.88	4,249.00	NR	2.42
037833DM9	Apple 1.800%	09/11/2024	500,000.00	12/06/2019	497,165.00	100.72	503,575.50	2.06%	Aaa/AA+	2.61
		08/11/2024		1.92%	497,165.00	0.96%	3,500.00	6,410.50	NR	2.51
64952WDL4	New York Life 2.000%	01/22/2025	500,000.00	01/22/2020	498,205.00	100.67	503,365.00	2.06%	Aaa/AA+	2.98
				2.08%	498,205.00	1.29%	250.00	5,160.00	AAA	2.88
					2,000,620.00		2,019,069.50	8.28%		2.41
Total Corporate Bonds			2,000,000.00	1.93%	2,000,620.00	0.99%	13,182.44	18,449.50		2.30
LAIF										
9830007	LAIF 0.230%	02/01/2022	11,540,974.74	01/14/2022	11,540,974.74	1.00	11,540,974.74	47.79%	NR/NR	0.00
				0.23%	11,540,974.74	0.23%	0.00	0.00	NR	0.00

Holdings Report

City of Aliso Viejo

January 31, 2022

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.
					11,540,974.74		11,540,974.74	47.79%		0.00
Total LAIF			11,540,974.74	0.23%	11,540,974.74	0.23%	0.00	0.00		0.00
U.S. Agencies										
3133ELZF4	FFCB	11/14/2022	500,000.00	05/14/2020	499,745.00	99.86	499,316.50	2.07%	Aaa/AA+	0.79
	0.270%			0.29%	499,745.00	0.09%	288.75	-428.50	AAA	0.78
3130AJ7E3	FHLB	02/17/2023	500,000.00	02/21/2020	499,080.00	100.58	502,907.00	2.07%	Aaa/AA+	1.05
	1.375%			1.44%	499,080.00	0.35%	3,131.94	3,827.00	AAA	1.03
3130A3VC5	FHLB	12/08/2023	500,000.00	02/20/2020	514,900.00	102.01	510,071.50	2.13%	Aaa/AA+	1.85
	2.250%			1.44%	514,900.00	0.67%	1,656.25	-4,828.50	AAA	1.81
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	100.48	502,403.00	2.07%	Aaa/AA+	2.04
	1.430%			1.47%	499,245.00	0.52%	3,316.81	3,158.00	AAA	1.99
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	97.96	489,810.50	2.06%	Aaa/AA+	2.36
	0.375%			0.46%	498,220.00	0.67%	265.62	-8,409.50	AAA	2.34
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	100.76	236,778.95	0.97%	Aaa/AA+	2.84
	1.625%			1.72%	233,926.05	0.80%	615.24	2,852.90	AAA	2.77
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	95.87	479,374.50	2.06%	Aaa/AA+	3.65
	0.375%			0.48%	497,505.00	1.14%	666.67	-18,130.50	AAA	3.60
					3,242,621.05		3,220,661.95	13.43%		2.02
Total U.S. Agencies			3,235,000.00	0.99%	3,242,621.05	0.59%	9,941.28	-21,959.10		1.98
U.S. Treasuries										
912828YF1	U.S. Treasury	09/15/2022	500,000.00	12/12/2019	497,949.22	100.61	503,027.50	2.06%	Aaa/AA+	0.62
	1.500%			1.65%	497,949.22	0.07%	2,879.83	5,078.28	AAA	0.61
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	100.91	504,551.00	2.07%	Aaa/AA+	1.75
	1.625%			1.62%	500,175.78	0.65%	2,087.36	4,375.22	AAA	1.71
					998,125.00		1,007,578.50	4.13%		1.19
Total U.S. Treasuries			1,000,000.00	1.63%	998,125.00	0.36%	4,967.19	9,453.50		1.17
					24,147,237.44		24,169,571.68	100.00%		1.08
TOTAL PORTFOLIO			24,145,974.74	0.87%	24,147,237.44	0.43%	47,232.80	22,334.24		1.05
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							24,216,804.48			

Transaction Report

City of Aliso Viejo

January 01, 2022 - January 31, 2022

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
01/03/2022	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	343.34	-	-
01/11/2022	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	197.68	-	-
01/13/2022	Interest	949495AA3	WFC 1.8 12/13/22	12/13/2022	-	-	374.55	-	-
01/14/2022	Interest	9830007	LAIF		-	-	5,602.18	-	-
01/14/2022	Purchase	9830007	LAIF		-5,602.18	-	-	-	-
01/18/2022	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	291.32	-	-
01/20/2022	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	322.53	-	-
01/24/2022	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	260.10	-	-
01/24/2022	Interest	64952WDL4	NYLIFE 2 01/22/25	01/22/2025	-	-	5,000.00	-	-
01/26/2022	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	343.34	-	-
01/31/2022	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	114.45	-	-
Grand Total:					-5,602.18	0.00	12,849.49	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

January 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/14/2022	1/13/2022	QRD	1695564	N/A	SYSTEM	5,602.18

Account Summary

Total Deposit:	5,602.18	Beginning Balance:	11,535,372.56
Total Withdrawal:	0.00	Ending Balance:	11,540,974.74



PMIA/LAIF Performance Report as of 02/10/22



PMIA Average Monthly Effective Yields⁽¹⁾

Jan	0.234
Dec	0.212
Nov	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⁾ 01/31/22 \$202.8 billion

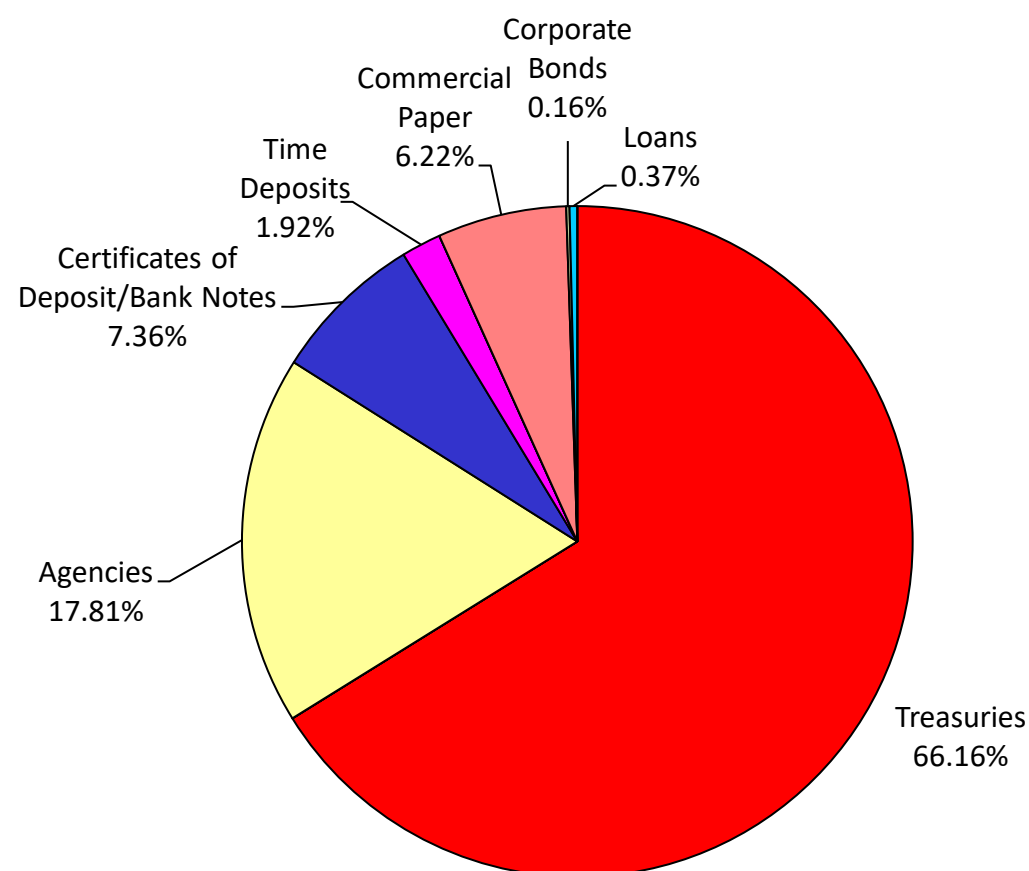


Chart does not include \$6,159,000.00 in mortgages, which equates to 0.003%. Percentages may not total 100% due to rounding.

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

February 28, 2022

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
GENERAL FUND	\$ 12,195,280.62	\$ 1,946,627.99	\$ 1,440,030.60		\$ 12,701,878.01
TCRF	\$ 89,792.59				89,792.59
GAS TAX FUND	\$ 834,328.85	87,963.55	64,701.53		857,590.87
MEASURE M	\$ 910,452.06		456.00		909,996.06
SB1-RMRA	\$ 292,880.16	77,220.40			370,100.56
PUBLIC SAFETY GRANTS	\$ 168,592.19		17,219.23		151,372.96 ⁽¹⁾
AIR QUALITY IMPRVMT FD	\$ 1,037,228.54				1,037,228.54
INTEGRATED WASTE MGMT FD	\$ 4,646.32				4,646.32
OTHER GRANTS	\$ (117,585.05)				(117,585.05)
TECHNOLOGY GRANT	\$ 161,986.26	27,059.98	824.00		188,222.24
DEVELOPMENT IMPACT	\$ 1,410,622.33				1,410,622.33
FEDERAL GRANTS	\$ 2,858,320.40				2,858,320.40
CITY FACILITY - AV CTR	\$ 179,758.92				179,758.92
CITY FACILITY - AQUATIC CTR	\$ 12,416.40	66,899.91	79,761.35		(445.04)
STREET IMPROVEMENTS	\$ (47,858.64)		4,500.00		(52,358.64) ⁽²⁾
CAPITAL IMPROVEMENTS	\$ (1,299.48)		98,386.04		(99,685.52) ⁽²⁾
STORM WATER	\$ -				- ⁽²⁾
COP CAPITAL	\$ -				- ⁽²⁾
COP	\$ (4,959.40)		1,300.00		(6,259.40)
AV RANCH FOUNDATION	\$ -				-
CFD 2005-01	\$ (3,133.81)	4,983.79	2,129.98		(280.00)
RENEWABLE FARMS	\$ 40,580.80	28,931.60	19,816.00		49,696.40
COMMUNITY TRUST	\$ 10,609.68				10,609.68
TOTALS	\$ 20,032,659.74	\$ 2,239,687.22	\$ 1,729,124.73	\$ -	\$ 20,543,222.23

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 8,976,556.00
SAVINGS ACCOUNT:	MONEY MARKET	\$ 25,691.49
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 11,540,974.74

TOTAL CASH

\$ 20,543,222.23

Years to Maturity for February 2022
Weighted Average Yield for February 2022

1.04
0.890%

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.

\$ 18,587,770.16

Cash With Fiscal Agent	COPS/CFD 2005-01	4,311,303.50
Cash With Investment Advisor	City Investments	12,606,262.70
AV Center		1,423,591.82
PR Account		243,752.14
Petty Cash		2,860.00

GRAND TOTAL OF CITY FUNDS

\$ 39,130,992.39

(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 2/28/2022

Investment Type	Original Cost	Par Value	Market Value *	% of Portfolio
Federal Agency Coupon Securities	\$ 3,242,621	\$ 3,235,000	\$ 3,196,072	13.43%
LAIF	\$ 11,540,975	\$ 11,540,975	\$ 11,540,975	47.79%
Medium Term Notes	\$ 2,000,620	\$ 2,000,000	\$ 1,996,048	8.29%
FDIC CDs	\$ 6,364,897	\$ 6,370,000	\$ 6,322,436	26.36%
Treasury Coupon Securities	\$ 998,125	\$ 1,000,000	\$ 1,002,930	4.13%
Portfolio:	\$ 24,147,237	\$ 24,145,975	\$ 24,058,460	100.00%

Years To Maturity 1.04

Weighted Average Yield 0.890%

*Market Values obtained from US Bank Treasury Division

Holdings Report

City of Aliso Viejo

February 28, 2022

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	100.14	245,353.54	1.01%	NR/NR	0.13
				0.96%	245,000.00	0.14%	1,087.40	353.54	NR	0.14
89214PCQ0	Towne Bank 1.150%	04/29/2022	245,000.00	04/29/2020	245,000.00	100.17	245,405.72	1.01%	NR/NR	0.16
				1.15%	245,000.00	0.15%	949.46	405.72	NR	0.17
02007GJX2	Ally Bank 2.450%	05/23/2022	245,000.00	05/23/2019	245,000.00	100.54	246,317.37	1.01%	NR/NR	0.23
				2.45%	245,000.00	0.15%	1,611.63	1,317.37	NR	0.23
14042TAN7	Capital One Bank USA 2.450%	05/23/2022	245,000.00	05/22/2019	245,000.00	100.54	246,317.37	1.01%	NR/NR	0.23
				2.45%	245,000.00	0.15%	1,628.08	1,317.37	NR	0.23
87164WYW2	Synchrony Bank 2.450%	05/24/2022	245,000.00	05/24/2019	245,000.00	100.54	246,332.07	1.01%	NR/NR	0.23
				2.45%	245,000.00	0.15%	1,595.18	1,332.07	NR	0.24
29278TKG4	EnerBank 2.050%	08/08/2022	245,000.00	08/07/2019	245,000.00	100.75	246,826.72	1.01%	NR/NR	0.44
				2.05%	245,000.00	0.37%	302.73	1,826.72	NR	0.44
05580ASU9	BMW Bank 1.850%	10/11/2022	245,000.00	10/11/2019	245,000.00	100.82	247,014.64	1.01%	NR/NR	0.62
				1.85%	245,000.00	0.51%	1,750.91	2,014.64	NR	0.61
7954505W1	Sallie Mae Bank 1.850%	12/12/2022	245,000.00	12/13/2019	244,642.30	100.95	247,327.99	1.01%	NR/NR	0.79
				1.64%	244,642.30	0.64%	968.59	2,685.69	NR	0.78
949495AA3	Wells Fargo National Bank West 1.800%	12/13/2022	245,000.00	12/13/2019	245,000.00	100.91	247,221.66	1.01%	NR/NR	0.79
				1.81%	245,000.00	0.65%	193.32	2,221.66	NR	0.78
27002YEX0	EagleBank 1.550%	03/20/2024	245,000.00	03/20/2020	244,510.00	99.92	244,802.29	1.01%	NR/NR	2.06
				1.60%	244,510.00	1.59%	93.64	292.29	NR	2.01
05465DAK4	Axos Bank 1.650%	03/26/2024	245,000.00	03/26/2020	245,000.00	100.12	245,284.20	1.01%	NR/NR	2.07
				1.65%	245,000.00	1.59%	33.23	284.20	NR	2.02
15118RUV7	Celtic Bank 1.400%	04/17/2024	245,000.00	04/17/2020	245,000.00	99.57	243,934.50	1.01%	NR/NR	2.13
				1.40%	245,000.00	1.61%	112.77	-1,065.50	NR	2.09
32110YPS8	First National Bank of America 1.250%	04/22/2024	245,000.00	04/23/2020	244,522.25	99.24	243,134.82	1.01%	NR/NR	2.15
				1.30%	244,522.25	1.61%	58.73	-1,387.43	NR	2.11
15201QDF1	CenterState Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	99.12	242,831.75	1.01%	NR/NR	2.17
				1.25%	244,522.25	1.62%	982.68	-1,690.50	NR	2.13
58404DGU9	Medallion Bank 1.200%	04/30/2024	245,000.00	04/30/2020	244,522.25	99.12	242,831.75	1.01%	NR/NR	2.17
				1.25%	244,522.25	1.62%	982.68	-1,690.50	NR	2.13
538036JN5	Live Oak Banking 1.650%	08/28/2024	245,000.00	02/28/2020	244,529.60	99.91	244,767.74	1.01%	NR/NR	2.50
				1.69%	244,529.60	1.69%	310.11	238.14	NR	2.44
856285RU7	State Bank of India 2.000%	11/27/2024	245,000.00	12/06/2019	245,000.00	100.68	246,671.39	1.01%	NR/NR	2.75
				2.00%	245,000.00	1.74%	1,261.92	1,671.39	NR	2.65
61760A4F3	Morgan Stanley Private Bank 1.950%	12/12/2024	245,000.00	12/13/2019	244,416.90	100.53	246,303.40	1.01%	NR/NR	2.79
				2.00%	244,416.90	1.75%	1,034.03	1,886.50	NR	2.69
61690UUJ7	Morgan Stanley Bank 1.800%	02/27/2025	245,000.00	02/28/2020	244,416.90	100.00	244,998.04	1.01%	NR/NR	3.00
				1.85%	244,416.90	1.80%	24.16	581.14	NR	2.90

Holdings Report

City of Aliso Viejo

February 28, 2022

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	244,412.00	99.38	243,477.33	1.01%	NR/NR	3.11
				1.65%	244,412.00	1.81%	1,546.52	-934.67	NR	3.00
33847E3J4	Flagstar Bank 0.900%	05/15/2025	245,000.00	05/15/2020	245,000.00	97.16	238,050.33	1.01%	NR/NR	3.21
				0.90%	245,000.00	1.81%	640.36	-6,949.67	NR	3.15
866264DP6	Summit State Bank 0.850%	05/15/2025	245,000.00	05/18/2020	244,402.20	97.01	237,669.11	1.01%	NR/NR	3.21
				0.90%	244,402.20	1.81%	604.78	-6,733.09	NR	3.16
89235MJS1	Toyota Financial Savings Bank 0.800%	06/30/2025	245,000.00	06/30/2020	245,000.00	96.71	236,941.95	1.01%	NR/NR	3.34
				0.73%	245,000.00	1.82%	332.93	-8,058.05	NR	3.28
59013KLQ7	Merrick Bank 0.550%	12/30/2025	245,000.00	12/30/2020	245,000.00	95.21	233,264.99	1.01%	NR/NR	3.84
				0.55%	245,000.00	1.85%	3.69	-11,735.01	NR	3.79
90348JR93	UBS Bank USA 0.950%	08/11/2026	245,000.00	08/11/2021	245,000.00	95.68	234,405.96	1.01%	NR/NR	4.45
				0.95%	245,000.00	1.97%	114.78	-10,594.04	NR	4.35
38149MYB3	Goldman Sachs Bank 1.000%	08/11/2026	245,000.00	08/11/2021	245,000.00	95.90	234,948.88	1.01%	NR/NR	4.45
				1.00%	245,000.00	1.97%	120.82	-10,051.12	NR	4.34
					6,364,896.65		6,322,435.51	26.36%		2.04
Total Certificates of Deposit			6.370,000.00	1.52%	6,364,896.65	1.25%	18,345.13	-42,461.14		1.99
Corporate Bonds										
594918BQ6	Microsoft 2.000%	08/08/2023	500,000.00	12/06/2019	503,635.00	100.80	504,003.00	2.09%	Aaa/AAA	1.44
		06/08/2023		1.79%	503,635.00	1.44%	638.89	368.00	AAA	1.34
30231GBC5	Exxon Mobil 2.019%	08/16/2024	500,000.00	12/12/2019	501,615.00	99.83	499,158.00	2.08%	Aa2/AA-	2.47
		07/16/2024		1.95%	501,615.00	2.09%	420.62	-2,457.00	NR	2.37
037833DM9	Apple 1.800%	09/11/2024	500,000.00	12/06/2019	497,165.00	99.63	498,136.50	2.06%	Aaa/AA+	2.54
		08/11/2024		1.92%	497,165.00	1.95%	4,250.00	971.50	NR	2.43
64952WDL4	New York Life 2.000%	01/22/2025	500,000.00	01/22/2020	498,205.00	98.95	494,750.50	2.06%	Aaa/AA+	2.90
				2.08%	498,205.00	2.38%	1,083.33	-3,454.50	AAA	2.80
					2,000,620.00		1,996,048.00	8.28%		2.33
Total Corporate Bonds			2,000,000.00	1.93%	2,000,620.00	1.96%	6,392.84	-4,572.00		2.23
LAIF										
9830007	LAIF 0.278%	03/01/2022	11,540,974.74	01/14/2022	11,540,974.74	1.00	11,540,974.74	47.79%	NR/NR	0.00
				0.28%	11,540,974.74	0.28%	0.00	0.00	NR	0.00

Holdings Report

City of Aliso Viejo

February 28, 2022

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.
					11,540,974.74		11,540,974.74	47.79%		0.00
Total LAIF			11,540,974.74	0.28%	11,540,974.74	0.28%	0.00	0.00		0.00
U.S. Agencies										
3133ELZF4	FFCB	11/14/2022	500,000.00	05/14/2020	499,745.00	99.39	496,949.00	2.07%	Aaa/AA+	0.71
	0.270%			0.29%	499,745.00	1.13%	401.25	-2,796.00	AAA	0.70
3130AJ7E3	FHLB	02/17/2023	500,000.00	02/21/2020	499,080.00	100.20	500,986.00	2.07%	Aaa/AA+	0.97
	1.375%			1.44%	499,080.00	1.17%	267.36	1,906.00	AAA	0.96
3130A3VC5	FHLB	12/08/2023	500,000.00	02/20/2020	514,900.00	101.20	505,975.00	2.13%	Aaa/AA+	1.78
	2.250%			1.44%	514,900.00	1.57%	2,593.75	-8,925.00	AAA	1.73
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	99.68	498,412.50	2.07%	Aaa/AA+	1.96
	1.430%			1.47%	499,245.00	1.59%	337.64	-832.50	AAA	1.93
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	97.13	485,642.50	2.06%	Aaa/AA+	2.28
	0.375%			0.46%	498,220.00	1.66%	421.88	-12,577.50	AAA	2.26
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	99.66	234,208.52	0.97%	Aaa/AA+	2.76
	1.625%			1.72%	233,926.05	1.75%	933.47	282.47	AAA	2.69
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	94.78	473,898.50	2.06%	Aaa/AA+	3.57
	0.375%			0.48%	497,505.00	1.89%	822.92	-23,606.50	AAA	3.52
					3,242,621.05		3,196,072.02	13.43%		1.94
Total U.S. Agencies			3,235,000.00	0.99%	3,242,621.05	1.52%	5,778.27	-46,549.03		1.91
U.S. Treasuries										
912828YF1	U.S. Treasury	09/15/2022	500,000.00	12/12/2019	497,949.22	100.41	502,051.00	2.06%	Aaa/AA+	0.55
	1.500%			1.65%	497,949.22	0.74%	3,459.94	4,101.78	AAA	0.54
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	100.18	500,879.00	2.07%	Aaa/AA+	1.67
	1.625%			1.62%	500,175.78	1.52%	2,715.81	703.22	AAA	1.64
					998,125.00		1,002,930.00	4.13%		1.11
Total U.S. Treasuries			1,000,000.00	1.63%	998,125.00	1.13%	6,175.75	4,805.00		1.09
					24,147,237.44		24,058,460.27	100.00%		1.04
TOTAL PORTFOLIO			24,145,974.74	0.89%	24,147,237.44	0.88%	36,691.99	-88,777.17		1.01
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							24,095,152.26			

Transaction Report

City of Aliso Viejo

February 01, 2022 - February 28, 2022

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
02/01/2022	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	343.34	-	-
02/07/2022	Interest	29278TKG4	CMS 2.05 08/08/22	08/08/2022	-	-	2,531.89	-	-
02/08/2022	Interest	594918BQ6	MSFT 2 08/08/23	08/08/2023	-	-	5,000.00	-	-
02/11/2022	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	197.68	-	-
02/11/2022	Interest	38149MYB3	GS 1 08/11/26	08/11/2026	-	-	1,235.07	-	-
02/14/2022	Interest	949495AA3	WFC 1.8 12/13/22	12/13/2022	-	-	374.55	-	-
02/14/2022	Interest	3133ELNE0	FFCB 1.43 02/14/24	02/14/2024	-	-	3,575.00	-	-
02/16/2022	Interest	30231GBC5	XOM 2.019 08/16/24	08/16/2024	-	-	5,047.50	-	-
02/17/2022	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	291.32	-	-
02/17/2022	Interest	3130AJE3	FHLB 1 3/8 02/17/23	02/17/2023	-	-	3,437.50	-	-
02/22/2022	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	322.53	-	-
02/22/2022	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	260.10	-	-
02/28/2022	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	343.34	-	-
02/28/2022	Interest	61690UUJ7	MS 1.8 02/27/25	02/27/2025	-	-	2,223.12	-	-
02/28/2022	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	107.06	-	-
Grand Total:					0.00	0.00	25,290.00	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

February 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	11,540,974.74
Total Withdrawal:	0.00	Ending Balance:	11,540,974.74



PMIA/LAIF Performance Report as of 03/08/22



PMIA Average Monthly Effective Yields⁽¹⁾

Feb	0.278
Jan	0.234
Dec	0.212

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⁾ 02/28/22 \$199.1 billion

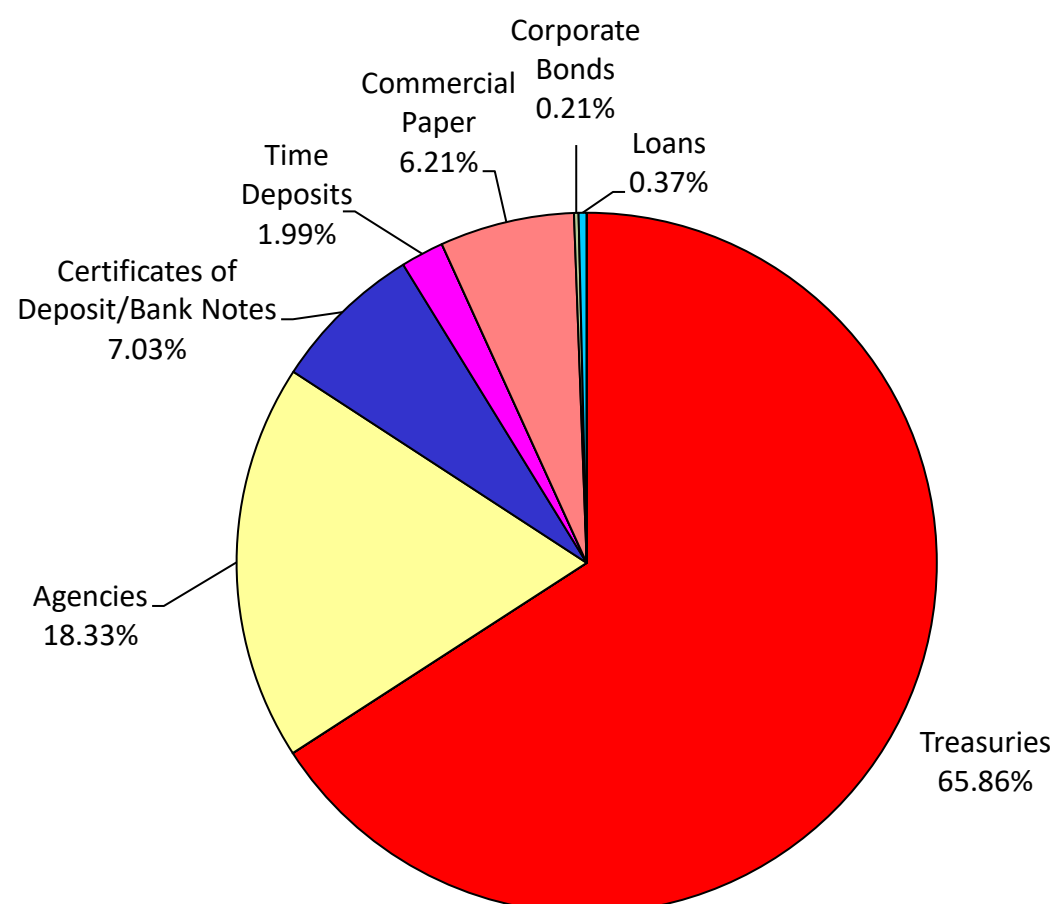


Chart does not include \$5,920,000.00 in mortgages, which equates to 0.003%. Percentages may not total 100% due to rounding.

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).

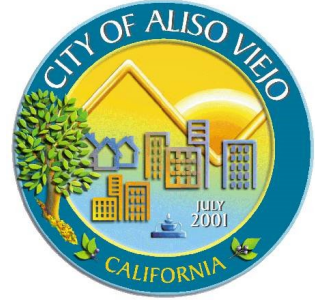
Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Aliso Viejo

AGENDA ITEM



DATE: April 20, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: AWARD CONTRACT TO RJ NOBLE COMPANY, INC. FOR THE ALISO CREEK ROAD REHABILITATION PROJECT – WOLVERINE TO ALICIA PARKWAY

Recommended Actions:

1. Approve Contract Documents, Specifications, and Plans for the Aliso Creek Road Rehabilitation Project – Wolverine to Alicia Parkway;
2. Award a contract in the amount of \$1,423,585 to RJ Noble Company, Inc. as the lowest responsible bidder for the Aliso Creek Road Rehabilitation Project – Wolverine to Alicia Parkway;
3. Authorize the City Manager to execute a contract with RJ Noble Company, Inc.;
4. Authorize City staff to make total compensation to RJ Noble Company, Inc. up to \$1,423,585 plus \$142,358.50 (10% of the contract amount) to allow for contingencies, totaling \$1,565,943.50; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

Fiscal Impact:

Total fiscal impact will be approximately \$1,625,943.50 including construction management (\$60,000), construction (\$1,423,585) and contingency (\$142,358.50) and will be funded with SB 1 funds. The Moulton Niguel Water District (MNWD) will reimburse the City approximately \$81,071 for adjusting their sewer manholes and water valves. Staff included \$100,000 in the FY 2021-22 budget and will include \$1,525,943.50 in the FY 2022-23 budget for this project, not including the MNWD work.

Background:

The City advertised for bids through April 5, 2022 and multiple online plan rooms were used. Twelve contractors requested and received construction documents for the work.

The City received and opened four bids at 2:00 P.M. on April 5, 2022. The total amounts for each of the bids received are as follows:

<u>Contractor</u>	<u>Base Bid</u>
1. RJ Noble Company, Inc.	\$1,423,585
2. All American Asphalt	\$1,429,877
3. Hardy & Harper, Inc.	\$1,470,000
4. Onyx Paving Company, Inc.	\$1,696,000

City staff has reviewed the bid from RJ Noble Company, Inc. and the bid appears to be responsive and complete.

This project is exempt from the CEQA process since it is maintaining existing streets.

Discussion:

The engineer's estimate for this base bid work was about \$1,400,000. The average bid item costs were comparable to the engineer's estimate.

RJ Noble Company, Inc. recently completed similar street rehabilitation projects on Pacific Park between Aliso Viejo Parkway and Aliso Creek Road and Alicia Parkway between Pacific Park and the north City limits. They have also performed similar work in other surrounding cities with favorable references.

Staff requests authorization for payments to RJ Noble Company, Inc. up to \$1,565,943.50 (10% above the contract amount) to cover for contingencies such as overages on quantities and additional work requested by the City.

The schedule for this project is as follows:

- Advertise for bids	March 17 – April 5, 2022
- Bids due	April 5, 2022
- Council approves award of contract	April 20, 2022
- Notice to Proceed	June 6, 2022
- Start construction	June 6, 2022
- Complete construction (30 working days)	July 20, 2022

Attachments:

1. Contract with RJ Noble Company, Inc.
2. RJ Noble Company, Inc. Submitted Bid

SECTION 00500
CONTRACT
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

CONTRACT

THIS CONTRACT is made this _____ day of _____, 20__, in the County of Orange, State of California, by and between the City of Aliso Viejo hereinafter called City, and _____, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Aliso Creek Road Rehabilitation Project – Wolverine to Alicia Parkway

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within thirty (30) working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Million, Four Hundred Twenty Three Thousand, Five Hundred Eighty Five Dollars (\$1,423,585.00). Payment shall be made as set forth in the General Conditions.

At any time during the term of the Contract, City may, pursuant to the terms and provisions of the Contract Documents, request that the Contractor perform additional work. Contractor shall not perform, nor be compensated for, additional work without written authorization from the City pursuant to the terms and provisions of the Contract Documents. Notwithstanding any other provisions of the Contract Documents, for contracts in excess of \$25,000.00, the City Manager may approve additional work not to exceed 10% of the original Contract amount, **One hundred forty two thousand, three hundred fifty eight dollars and 50/100 (\$142,358.50)**, as set forth in this Article 3. Any additional work in excess of this amount shall be approved by the City Council.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay City the sum of **\$500** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees City may deduct that amount from any money due or that may become due

SECTION 00500
CONTRACT
CONTRACT - 1

SECTION 00500

CONTRACT

Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Noncollusion Declaration form
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the office of the City Engineer or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

SECTION 00500

CONTRACT

CONTRACT - 2

SECTION 00500

CONTRACT

Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

ARTICLE 9. DECLARATION OF POLITICAL CONTRIBUTIONS. Prior to the City's approval of this Contract, Contractor shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Contractor and all of Contractor 's employees, including any employee(s) that Contractor intends to assign to perform work on the Project.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ALISO VIEJO

RJ Noble Company, Inc.

By: _____
David A. Doyle

By: _____
[INSERT NAME AND TITLE]

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

Attest:

By: _____
[INSERT NAME AND TITLE]

By: _____
Mitzi Ortiz, MMC
City Clerk

Classification of Contractor's License

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Department of Financial Services

SECTION 00500

CONTRACT

CONTRACT - 3

SECTION 00500
CONTRACT
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

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 work on the Project:

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

City/County/State

Date

Name of Business

Print Name

Signature

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

END OF CONTRACT

SECTION 00500
CONTRACT
CONTRACT - 4

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Aliso Viejo (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for **Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated **March 2022**, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect City from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein

SECTION 00610
PERFORMANCE BOND
CONTRACT - 5

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

shall limit City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if City, when declaring the Contractor in default, notifies Surety of City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

SECTION 00610
PERFORMANCE BOND
CONTRACT - 6

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SECTION 00610
PERFORMANCE BOND
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PERFORMANCE BOND FORM

SECTION 00610
PERFORMANCE BOND
CONTRACT - 9

SECTION 00750
SPECIAL CONDITIONS
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of Aliso Viejo (hereinafter designated as "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway** (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or

SECTION 00700
SPECIAL CONDITIONS
SC - 1

BBK: March 2012

SECTION 00750
SPECIAL CONDITIONS
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

SECTION 00750
SPECIAL CONDITIONS
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SECTION 00750
SPECIAL CONDITIONS
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF PAYMENT BOND

SECTION 00700
SPECIAL CONDITIONS
SC - 4

BBK: March 2012

SECTION 00400
BID FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

BID FORM

NAME OF BIDDER: R.J. NOBLE COMPANY

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Aliso Creek Road Rehabilitation Project – Wolverine to Alicia Parkway

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following UNIT PRICES:

BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization	LS	1	58,000.00	58,000.00
2	2.5" Cold Mill	SF	485,000	0.19	92,150.00
3	1.5" ARHM W/ Fibers	TON	4,500	127.00	571,500.00
4	1" AC Leveling Course W/ Fibers	TON	3,000	117.00	351,000.00
5	Adjust Existing Manhole Frame And Cover To Finish Grade Per SCE Requirements & Specifications.	EA	3	825.00	2,475.00
6	Adjust Existing Valve Can And Lid To Finish Grade Per MNWD Std Plan W-8.	EA	53	932.00	49,396.00
7	Adjust Existing Sewer Manhole Frame And Cover To Finish Grade Per MNWD Std Plan S-1.	EA	16	905.00	14,480.00
8	Adjust Existing Storm Drain Manhole Frame And Cover To Finish Grade Per SPPWC Std Plan 206-2.	EA	17	905.00	15,385.00
9	Adjust Existing Water Manhole Frame And Cover To Finish Grade Per MNWD Std Plan S-1.	EA	19	905.00	17,195.00
10	Sawcut Full Depth And Remove Existing AC Pavement. Prune Tree Roots 18" Below Top Subgrade. Replace Full Depth Asphalt And 1' AC Base Course.	SY	50	150.00	7,500.00

SECTION 00400
BID FORM
BID - 1

SECTION 00400
BID FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

11	Remove Existing Curb And Gutter To Nearest Joints. See Plan. Construct A2-6 Curb And Gutter Per SPPWC Std Plan 120-3, And Per Standard Specifications.	LF	10	121.00	1,210.00
12	Install Detectable Warning Surface On Existing Ramp(S) Per SPPWC Std Plan 111-5 As Shown On Plan And Per Standard Specifications.	EA	2	675.00	1,350.00
13	Remove And Reconstruct Curb Ramp (Non-Caltrans)	EA	10	11,700.00	117,000.00
14	Construct PCC Sidewalk, 4" Thick. Per SPPWC Std Plan 113-2	SF	140	10.60	1,484.00
15	Install Traffic Loop Detectors, Type E	EA	112	300.00	33,600.00
16	Install Traffic Loop Detectors, Type D	EA	52	330.00	17,160.00
17	Traffic Striping, Markings, Signage And Legends (Thermoplastic)	LS	1	48,000.00	48,000.00
18	Temporary Traffic Control	LS	1	15,000.00	15,000.00
19	WPCP/SWPPP	LS	1	8,100.00	8,100.00
20	Project Information Signs	EA	2	800.00	1,600.00

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

~~\$ 1,423,583.00~~ ^{BB} 1,423,585.00

One million four hundred twenty three thousand five hundred eighty five dollars and zero cents

Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

SECTION 00400
BID FORM
BID - 2

SECTION 00400**BID FORM****Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway**

The undersigned agrees that this Bid Form constitutes a firm offer to City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 782908, Expiration Date 08/31/2022, class of license A & C12, DIR Public Works Contractor Registration No. 1000004235. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____

Addenda No. _____

Addenda No. _____

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Noncollusion Declaration form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. The completed Iran Contracting Act Certification form.
7. The completed Public Works Contractor Registration Certification form.

SECTION 00400**BID FORM****BID - 3**

SECTION 00400**BID FORM****Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway**

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder R.J. NOBLE COMPANY

Signature X 

Name and Title STEVEN L. MENDOZA, SECRETARY

Dated 04/05/2022

END OF BID FORM**SECTION 00400****BID FORM****BID - 4**

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder R.J. NOBLE COMPANY

Signature X 

Name STEVEN L. MENDOZA,

Title SECRETARY

Dated 04/05/2022

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00405
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
BID - 5

SECTION 00410
BID BOND
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

BID BOND

The makers of this bond are R.J. NOBLE COMPANY,
as Principal, and Western Surety Company,
as Surety and are held and firmly bound unto the City of Aliso Viejo, hereinafter called City, in the
penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to
City for the work described below, for the payment of which sum in lawful money of the United
States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying bid dated April 5, 20 22, for **Aliso Creek Road
Rehabilitation Project - Wolverine to Alicia Parkway**

If the Principal does not withdraw its bid within the time specified in the Contract
Documents; and if the Principal is awarded the Contract and provides all documents to City as
required by the Contract Documents; then this obligation shall be null and void. Otherwise, this
bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation
under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by City and judgment is recovered,
the Surety shall pay all litigation expenses incurred by City in such suit, including reasonable
attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument
under their several seals this 25th day of March, 20 22, the name and corporate seal
of each corporation.

(Corporate Seal)

R.J. NOBLE COMPANY

Contractor/ Principal

By x 
Title STEVEN L. MENDOZA, SECRETARY
Western Surety Company

(Corporate Seal)

Surety

By 
Attorney-in-Fact
James Scott Salandi

(Attach Attorney-in-Fact Certificate)

Title _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGEOn 03/30/2022

Date

before me,

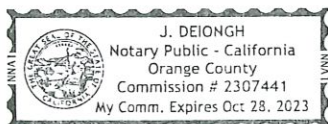
J. DEIONGH, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared STEVEN L. MENDOZA

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

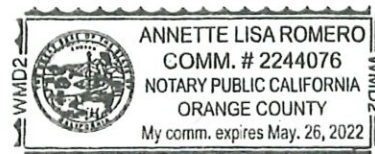
On March 25, 2022 before me, Annette Lisa Romero, a Notary Public
(insert name and title of the officer)

personally appeared James Scott Salandi, Attorney-in-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Annette Lisa Romero (Seal)



SECTION 00410
BID BOND
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally
appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s) _____

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document _____

Number of Pages _____

Date of Document _____

Signer(s) Other Than Named Above _____

SECTION 00410**BID BOND****Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway**

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

END OF BID BOND FORM

SECTION 00410**BID BOND****BID - 8**

BBK: March 2012

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

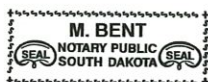
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of March, 2022



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

SECTION 00420
NONCOLLUSION DECLARATION
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

NONCOLLUSION DECLARATION

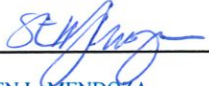
The undersigned declares: STEVEN L. MENDOZA

I am the SECRETARY of R.J. NOBLE COMPANY, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/05/2022 [date], at 15505 E. LINCOLN AVE, ORANGE [city], CA [state].

Name of Bidder	<u>R.J. NOBLE COMPANY</u>
Signature	<u>X </u>
Name	<u>STEVEN L. MENDOZA</u>
Title	<u>SECRETARY</u>
Dated	<u>04/05/2022</u>

END OF NONCOLLUSION DECLARATION

SECTION 00420
NONCOLLUSION DECLARATION
BID - 9

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

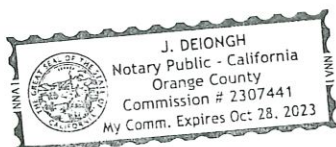
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On 04/05/2022 before me, J. DEIONGH, NOTARY PUBLIC
 Date Here Insert Name and Title of the Officer
 personally appeared STEVEN L. MENDOZA
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: R.J. NOBLE COMPANY
- 2.0 Type, if Entity: CORPORATION
- 3.0 Bidder Address: 15505 E. LINCOLN AVENUE
ORANGE, CA 92865
- 714-637-6321 714-637-1550 stevemendoza@rjnoblecompany.com
Facsimile Number Telephone Number Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?
72 YEARS
- 5.0 How many years has Bidder's organization been in business under its present name? 72 YEARS
- 5.1 Under what other or former names has Bidder's organization operated?: NONE
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 1999
- 6.2 State of Incorporation: CALIFORNIA
- 6.3 President's Name: AUSTIN M. CARVER
- 6.4 Vice-President's Name(s): KASONDRA C. GONZALEZ
- 6.5 Secretary's Name: STEVEN L. MENDOZA
- 6.6 Treasurer's Name: JAMES N. DUCOTE

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

7.0 If an individual or a partnership, answer the following: **N/A**

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals: **N/A**

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

ASPHALT PAVING/GRINDING, EXCAVATION

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 11

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

14.0 List Trade References: [PLEASE SEE THE ATTACHED](#)

15.0 List Bank References (Bank and Branch Address):

[PLEASE SEE THE ATTACHED](#)

16.0 Name of Bonding Company and Name and Address of Agent:

[PATRIOT RISK & INSURANCE SERVICES](#)

[2415 CAMPUS DRIVE SUITE 200, IRVINE, CA 92612](#) [SCOTT SALANDI 949-486-7917 \(BONDS\)](#)

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 12

**Billing Address:**

Company Name: R.J. Noble Company
Street: P.O. Box 620
City: Orange
State/Zip Code: CA 92856-6620

Shipping Address:

Street: 15505 E. Lincoln Ave.
City: Orange
State/Zip Code: CA 92865

Type of Business: Corporation xxxx Partnership Proprietorship

In Business Since: 1950

President: Michael J. Carver
CFO: James N. Ducote

Fed ID # 33-0866299

Business References:

Name: Oxnard Refinery
Street: P.O. Box 258
City: Oxnard
Telephone: (805) 487-4798
State/Zip Code: CA 93032
Customer/Acct#

Name: I.T.L Incorporated
Street: 8330 S. Atlantic Ave.
City: Cudahy
Telephone: 323-562-3230
State/Zip Code: CA 90201
Customer/Acct#

Name: Chandler Aggregates
Street: P.O. Box 78450
City: Corona
Telephone: (951) 277-3900
State/Zip Code: CA 92877
Customer/Acct#

Bank: First Foundation Bank
Street: 18101 VonKarman Ave., Suite 750
City: Irvine
Telephone: (949) 202-4158
Contact: Ryan Wilkinson
Account# 2010001126
State/Zip Code: CA 92612

Bonding Information:

Western Surety Company
 6300 Canoga Ave., Suite 1150 W
 Woodland Hills, CA 91367
 (818) 713-2031

Dun & Bradstreet
 #004862686

[**Duplicate Page if needed for listing additional current projects.**] [PLEASE SEE THE ATTACHED](#)

[illegible]

BBK: March 2012

I. List of Current Projects (Backlog)

Project	Description of Bidders Work	Start Date	Completion Date	% Complete	Cost of Bidders Work	Contact Name / Phone Number
City of Fullerton	Rosecrans Ave Street Rehab	04/2022	07/2022	0%	\$1,113,745.00	City Hall / 714-738-6300
City of Orange	Annual Pavement Maintenance Ph. 2	03/2022	05/2022	10%	\$1,040,944.50	City Hall / 714-744-2225
City of La Mirada	Capital Improvements - #2018-08	05/2022	08/2022	0%	\$3,557,975.00	City Hall / 562-943-0131
City of Garden Grove	Euclid-Westminster - #109000	01/2022	05/2022	10%	\$1,122,070.00	City Hall / 714-741-5000
Caltrans	12-0Q8204	03/2022	10/2022	0%	\$3,525,455.00	District Office / 657-328-6000
City of Whittier	20-004 Colima Rd Rehab	02/2022	07/2022	0%	\$6,272,070.00	City Hall / 562-567-9999
City of Industry	Resurfacing Valley Blvd	01/2022	04/2022	70%	\$1,539,740.65	City Hall / 626-333-2211
City of Pico Rivera	Pavement Rehab Overlay Reconstruction	06/2022	11/2022	0%	\$8,815,145.00	City Hall / 562-942-2000
City of Costa Mesa	Citywide Parkway Maint - 21-03	11/2021	06/2022	0%	\$3,021,475.00	City Hall / 714-754-5000
City of Tustin	Newport Ave Pavement Rehab	05/2022	08/2022	0%	\$1,349,811.85	City Hall / 714-573-3000

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

[PLEASE SEE THE ATTACHED LIST OF COMPLETED PROJECTS](#)

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work



ASPHALT PAVING • ENGINEERING CONTRACTORS
LIC. A-782908

CITY OF LA MIRADA

13700 LA MIRADA BLVD
LA MIRADA, CA 90638

MARK STOWELL
562-943-0131

PROJECT DESCRIPTION:
CAPITOL IMPROVEMENT PROJECT MEASURE I PH 5
RESIDENTIAL STREET REHABILITATION
CONTRACT: \$7,932,019.00
PROJECT DURATION: 05/2019-02/2020

CITY OF NEWPORT BEACH

100 CIVIC CENTER DRIVE
NEWPORT BEACH, CA 92660

RAYMUND REYES rreyes@newportbeachca.gov
949-644-3325

PROJECT DESCRIPTION:
MACARTHUR BLVD & UNIVERSITY DRIVE
PAVEMENT REHABILITATION
CONTRACT: \$2,319,580.00-\$2,505,705.75
PROJECT DURATION: 06/2019-11/2019

CITY OF BUENA PARK

6650 BEACH BLVD
BUENA PARK, CA 90621

NABIL S. HENEIN
714-562-3670

PROJECT DESCRIPTION:
LA PALMA AVENUE IMPTS FROM BEACH BLVD TO KNOTT AVENUE
CONTRACT: \$1,478,955.00
PROJECT DURATION: 05/2019-08/2019



ASPHALT PAVING • ENGINEERING CONTRACTORS
LIC. A-782908

CITY OF FOUNTAIN VALLEY

10200 SLATER AVE
FOUNTAIN VALLEY, CA 92708
REGINO DEAVILA regino.deavila@fountainvalley.org
714-593-4515

T1275 REHABILITATION & RESURFACING OF WARNER
FROM BROOKHURST STREET TO EUCLID STREET
CONTRACT \$1,468,466.00 - \$1,504,541.00
START/COMPLETED 06/2020-08/2020

CITY OF SAN JUAN CAPISTRANO

32400 PASEO ADELANTO
SAN JUAN CAPISTRANO, CA 92675
PAUL MESHKIN Pmeshkin@sanjuancapistrano.org
949-443-6350

MEREDITH CANYON STREETS CIP 19101
CONTRACT \$3,136,382.50
START/COMPLETED 06/2020-01/2021

CITY OF BUENA PARK

6650 BEACH BLVD
BUENA PARK, CA 90622
NABIL S. HENEIN NHenein@buenapark.com
714-562-3670

CRESCENT AVENUE PAVEMENT REHABILITATION
CONTRACT \$1,103,196.00 – 1,104,902.25
START/COMPLETED 11/2020-02/2021



ASPHALT PAVING • ENGINEERING CONTRACTORS
LIC. A-782908

CITY OF ANAHEIM

200 S. ANAHEIM BLVD STE. 276
ANAHEIM, CA

BOB LUCIANO
714-765-5176

PROJECT DESCRIPTION:
RESIDENTIAL STREET IMPROVEMENTS OF GROUP 9
CONTRACT: \$7,024,436.03 - \$6,984,232.35
PROJECT DURATION: 09/2018-12/2019

CITY OF STANTON

7800 KATELLA AVE
STANTON, CA 90680-3162

GUILLERMO PEREZ
714-890-4205

PROJECT DESCRIPTION:
RESIDENTIAL & ARTERIAL STREET REHABILITATION
CONTRACT \$1,088,600.00
PROJECT DURATION: 10/2018-04/2019

CITY OF IRVINE

1 CIVIC CENTER PLAZA
IRVINE, CA 92606

STACY DELONG SDeLong@cityofirvine.org
949-724-6442

PROJECT DESCRIPTION:
ANNUAL STREET REHAB & SLURRY SEAL
CONTRACT \$7,077,967.00 45%
PROJECT DURATION: 12/2018-08/2019

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

CHUCK SPIERS, GENERAL SUPERINTENDENT 20%

TIM THOMAS, FOREMAN 100%

2. Summarize each person's specialized education:

CHUCK SPIERS, OPERATING ENGINEER'S APPRENTICE PROGRAM

TIM THOMAS, NO SPECIAL EDUCATION

3. List each person's years of construction experience relevant to the project:

CHUCK SPIERS, OVER 20+ YEARS CONSTRUCTION EXPERIENCE

TIM THOMAS, OVER 20 YEARS EXPERIENCE IN LABOR CONSTRUCTION

4. Summarize such experience:

CHUCK SPEIRS, 10 YEARS OPERATIN ENGINEER, 2 YEARS FOREMAN , 12 YEARS SUPERINTENDENT , LAST 10 YEARS TO CURRENT GENERAL SUPERINTENDENT

TIM THOMAS, OVER 20 YEARS AS A FIELD LABOR & CONSTRUCTION FOREMAN

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by City.

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder R.J. NOBLE COMPANY

Signature X 

Name STEVEN L. MENDOZA

Title SECRETARY

Dated 04/05/2022

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

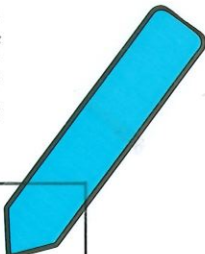
SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 16

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.



Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number
LOOPS	SMITHSON ELECTRIC	1938 E. KATELLA AVE ORANGE, CA 92867	614518 C10	1000001610
Concrete	Abbest Inc.	7600 Acacia Ave, Garden Grove, CA 92841	359622 A	1000011529
Striping	BC Traffic Specialists	638 W. Southern Ave., Orange, CA 92865	477686 B	1000407561
Crack Fill	Pavement Rehab	1181 Princess Ct., Costa Mesa, CA 92626	105137U C-12	1000064423

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

Portion of Work	Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder R.J. NOBLE COMPANY

Signature x 

Name STEVEN L. MENDOZA

Title SECRETARY

Dated 04/05/2022

END OF LIST OF SUBCONTRACTORS FORM

SECTION 00430
CONTRACTOR INFORMATION AND EXPERIENCE FORM
BID - 18

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed: ^x  _____

Titled: STEVEN L. MENDOZA, SECRETARY

Firm: R.J. NOBLE COMPANY

Date: 04/05/2022

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

SECTION 00450
IRAN CONTRACTING ACT CERTIFICATION
BID - 19

SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
Aliso Creek Road Rehabilitation Project - Wolverine to Alicia Parkway

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: R.J. NOBLE COMPANY

DIR Registration Number: 1000004235

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder R.J. NOBLE COMPANY

Signature X 

Name STEVEN L. MENDOZA

Title SECRETARY

Dated 04/05/2022

**END OF PUBLIC WORKS CONTRACTOR REGISTRATION
 CERTIFICATION**

SECTION 00460
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
BID - 20

City of Aliso Viejo

AGENDA ITEM



DATE: April 20, 2022

TO: Mayor and City Council

FROM: Community Development Director

SUBJECT: ADOPTION OF AN URGENCY ORDINANCE AND INITIATION OF CODE AMENDMENT TO ADD SECTIONS RELATED TO URBAN LOT SPLITS AND OUTDOOR DINING

Recommended Actions:

1. Find that said actions are statutorily exempt from the California Environmental Quality Act (CEQA) under California Government Code sections 65852.21, subd. (j), and 66411.7, subd. (n), whereby the adoption of an ordinance by a city to implement the provisions of Government Code sections 66411.7 and 65852.21, regulating Urban Lot Splits and Two-Unit Projects, is statutorily exempt from the requirements of CEQA;
2. Adopt an Urgency Ordinance entitled: AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING SECTIONS 14.28 URBAN LOT SPLITS AND 15.14.210 TWO UNIT PROJECTS AND DETERMINING THE ACTION TO BE EXEMPT FROM CEQA; and
3. Introduce and give first reading to an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING SECTIONS 14.28 URBAN LOT SPLITS AND 15.14.210 TWO UNIT PROJECTS AND AMENDING SECTION 15.22.190 OUTDOOR DINING AND DETERMINING THE ACTION TO BE EXEMPT FROM CEQA.

Fiscal Impact:

No fiscal impact will result from this report.

Background:

In 2021, Governor Newsom signed several new housing bills into law. Senate Bill 9 (SB 9) is the most controversial and substantive of the new housing laws. SB 9 requires cities to allow any single-family zoned lot to be split into two lots and allow up to two single-family dwellings on each newly-created lot without any discretionary review. This

could result in the development of up to four dwelling units on what was formerly one single-family residential lot — with no public hearing and no project-specific conditions. SB 9 allows local governments to impose restrictions on lot splits and two-unit projects, but any such restriction must be objective and might have to yield to allow for development under SB 9.

The new SB 9 provisions went into effect on January 1, 2022. As a result, staff is recommending that the City Council adopt an urgency ordinance that would amend the City's Land Use Code to address development under SB 9. The ordinance would impose appropriate restrictions that are allowed by SB 9 so that SB 9 lot splits and two-unit projects are as compatible as possible with existing residential neighborhoods. The urgency ordinance is effective upon adoption.

Discussion:

SB 9 allows any single-family lot to be split, roughly into halves, with resulting lots as small as 1,200 square feet. In addition, SB 9 allows up to two single-family dwellings to be developed on each newly created lot. An SB 9 lot split followed by an SB 9 two-unit project on each of the two new lots would result in four total dwellings on what was formerly one single-family residential lot, all without any discretionary review. SB 9 requires these lot splits and two-unit projects to be approved ministerially with no public hearing. SB 9 allows local governments to impose limited restrictions on lot splits and two-unit projects, but any such restriction must be objective. Provided below is a summary of the SB 9 provisions.

Regulations for Urban Lot Splits

- A lot split must result in two lots that are fairly equal in size (a 60/40 split at most)
- Each new lot must be at least 1,200 square feet in size
- A lot split cannot involve the demolition or alteration of
 - o affordable housing,
 - o rent-controlled housing,
 - o housing that was withdrawn from rent within the last 15 years, or
 - o housing that was occupied by a tenant at any time during the past three years
- A lot split must be in a single-family zone
- A lot cannot be split if it is a historic landmark or within a designated historic district
- A lot cannot be split if it was established through a prior SB 9 lot split
- A lot cannot be split if the lot owner or anyone acting in concert with the lot owner previously subdivided an adjacent parcel through the SB 9 lot split process

Restraints on Local Regulations for Urban Lot Splits

- Local agencies may only impose objective standards on lot splits
- Objective standards must allow the construction of two units of up to 800 square feet each on each new lot
- Local agencies must prohibit non-residential use of the new lots
- No right-of-way dedications or offsite improvements may be required
- No correction of any existing non-conforming zoning condition may be required
- The applicant must sign an affidavit stating that the owner intends to occupy one of the housing units on one of the new lots as the owner's principal residence for at least three years following the lot split
- Local agencies must report the number of SB 9 lot-split applications to the state on an annual basis
- Local agencies may only deny an otherwise qualifying SB 9 lot split if the City's Building Official finds that the resulting housing development project would have a specific adverse impact on public health and safety or on the physical environment and that there is no feasible, satisfactory mitigation

Regulations for Two-Unit Projects on Urban Lot Splits

- As with lot splits, a two-unit project cannot involve the demolition or alteration of
 - o affordable housing,
 - o rent-controlled housing,
 - o housing that was withdrawn from rent within the last 15 years, or
 - o housing that was occupied by a tenant at any time in the past three years
- The project site cannot be a historic landmark or within a designated historic district
- The project cannot involve the demolition of more than 25 percent of the exterior walls of an existing dwelling unless allowed to do so by the local jurisdiction or the site has not been occupied by a tenant at any time during the last three years

Restraints on Local Standards for Two-Unit Projects on Urban Lot Splits

- Local agencies may only impose objective standards on proposed projects
- Objective standards must allow the construction of two units of up to 800 square feet each on the lot
- Local agencies may require only one off-street parking space per unit and must allow no off-street parking if the site is within one-half mile walking distance of

either a “high-quality transit corridor” or “major transit stop” or is within one block of a car-share vehicle location

- Local agencies may apply the existing setbacks of the underlying zoning district except for existing and replacement structures, but the existing setbacks must yield, down to four feet from side and rear property lines, as necessary to facilitate two dwellings of up to 800 square feet each.
- Local agencies must prohibit short-term rentals of units created under SB 9
- When a lot is both created by an SB 9 lot split and developed with an SB 9 two-unit development, a local agency may prohibit Accessory Dwelling Unit (ADUs) and Junior ADUs on that lot
- Because the approval of SB 9 two-unit projects is a ministerial action, CEQA does not apply

Areas Where SB 9 Lot Splits/Two-Unit Projects Are Prohibited

- Within a Very High Fire Hazard Severity Zone unless the lot complies with fire-safety mitigation measures
- A hazardous waste site
- Within a flood plain or floodway
- Within Natural Community Conservation Planning (NCCP) lands
- Within land protected by a conservation easement

SB 9 and ADUs

- A lot that is not split may be developed with two SB 9 primary units and an ADU and Junior ADU for a total of four units on the lot
- A lot that is split is allowed to have two “units” of any kind on each of the resulting lots. “Units” include the original main house, new primary unit(s) under SB 9, an ADU, or a Junior ADU.

Proposed Urgency Ordinance

In coordination with the City Attorney’s office, staff has drafted an urgency ordinance that would amend the City’s Land Use Code to address development under SB 9. The ordinance would impose appropriate restrictions that are allowed by SB 9 so that SB 9 lot splits and two-unit projects are as compatible as possible with existing residential neighborhoods. The urgency ordinance would impose the following restrictions allowed under SB 9 so that SB 9 Urban Lot Splits and Two-Unit Projects remain compatible with existing residential neighborhoods as much as possible:

- Only individual property owners, as opposed to corporations or corporate persons of any kind, may apply for an Urban Lot Split or Two-Unit Project.
- Applicants are responsible for all applicable processing and development fees.
- Applicants must enter into easement agreements with each public service provider to ensure the provision of public services to each resulting lot.
- Each resulting lot must have at least 10-feet of frontage on the public right-of-way for access.
- The total floor area of each primary unit must be between 500 to 800 square feet in size
- A primary dwelling unit that was legally established before an Urban Lot Split cannot be expanded in size beyond 800 sf.
- On new lots 2,000 square feet or larger, new units are limited to 16 feet in height and one story.
- On new lots smaller than 2,000 square feet, new units are limited to 22 feet in height and two stories. Furthermore, any portion of the unit that exceeds one story needs to be setback five feet from the first story footprint.
- Rooftop decks are prohibited on any new or remodeled unit resulting from an Urban Lot Split.
- Front setback areas must be kept free of any structure higher than three feet, be at least 50 percent landscaped with drought-tolerant plants and allow for fire-safety access.
- If there is an existing primary unit, any new units must match the architectural design of the existing unit. If there is no existing unit, any new units must match each other in exterior materials, color, and roof pitch.
- To protect privacy, no window or door of a new unit may have a direct line of sight to adjoining residential lot. This can be achieved through fencing, landscape or privacy glass.
- If a new unit is located within 30 feet of a property line that is not adjacent to a public right-of-way, then any windows or doors facing said property line must be designed for privacy protection.
- The removal of trees greater than 6 inches in trunk diameter is prohibited unless removal is necessary to construct at least an 800 square foot unit. Any such trees that are removed must be replaced at a two to one ratio.
- Landscape screening must be planted and maintained between each new unit and any adjacent lots.
- Each primary unit must have its own direct utility connection.

- Lots located in Very High Fire Hazard Severity Zones must comply with specific fire-hazard mitigation measures to be eligible for an Urban Lot Split or Two-Unit Project.
- Primary dwelling units on a lot created by an Urban Lot Split may not be owned or conveyed separately from each other. Separate conveyance of resulting lots is permitted.
- An applicant for an Urban Lot Split must sign an affidavit stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots for a minimum of three years.
- Property owners must provide construction notice to all adjacent property owners 30 days prior to starting construction of any unit. The owner must record a deed restriction on the property to ensure the lot and related development is maintained in compliance with the city's regulations

Revisions to City's Outdoor Dining Regulations

Additionally, the ordinance makes changes to the City's regulations relating to outdoor dining. The revisions are in response to Assembly Bill ("AB 61"), which addresses the issue of outdoor dining that established in some parking areas during the pandemic. AB 61 provides that if a city does not adopt an ordinance that relaxes the city's parking standards for outdoor dining, the city must reduce the number of parking spaces for existing uses by the number of spaces that the city determines is needed to accommodate the expanded outdoor dining area. That reduction would be required through January 1, 2024. The City does not wish to reduce the number of parking spaces for its existing uses, and is therefore updating its outdoor dining ordinance. The proposed ordinance would allow any legally established restaurant to use up to 10 percent of its parking spaces for the outdoor dining with the approval of a temporary use permit until January 1, 2024. A temporary use permit could be conditioned by the City to protect the public health, safety, and welfare.

Environmental:

Staff has reviewed the project for conformance with the California Environmental Quality Act (CEQA) and determined that the activity is statutorily exempt from CEQA pursuant to California Government Code sections 65852.21, subd. (j), and 66411.7, subd. (n), whereby the adoption of an ordinance by a city to implement the provisions of Government Code sections 66411.7 and 65852.21 and regulating Urban Lot Splits and Two-Unit Projects is statutorily exempt from the requirements of CEQA.

Public Notice:

In accordance with the requirements of Government Code section 65090, the non-urgency ordinance has been noticed in a newspaper of general circulation.

City Attorney:

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

Attachments:

1. Draft Urgency Ordinance
2. Draft Non-Urgency Ordinance
3. PowerPoint Presentation

ORDINANCE NO. 2022-_____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ALISO VIEJO, CALIFORNIA ADDING SECTIONS 14.28 URBAN LOT
SPLITS AND 15.14.210 TWO UNIT PROJECTS AND DETERMINING
THE ORDINANCE TO BE EXEMPT FROM CEQA**

WHEREAS, the City of Aliso Viejo, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in 2021, the California Legislature approved, and the Governor signed into law Senate Bill 9 (“SB 9”), which among other things, adds Government Code section 65852.21 and 66411.7 to impose new limits on local authority to regulate urban lot splits and two-unit projects; and

WHEREAS, SB 9 allows local agencies to adopt objective design, development, and subdivision standards for urban lot splits and two-unit projects; and

WHEREAS, SB 9 took effect January 1, 2022, and preempts any conflicting city ordinance; and

WHEREAS, the City desires to amend its local regulatory scheme to comply with Government Code sections 66411.7 and 65852.21 and to appropriately regulate projects under SB 9; and

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare based on the passage of the new SB 9 Law because if the City does not adopt appropriate objective standards for urban lot splits and two-unit projects under SB 9 as of January 1, 2022, the City would thereafter be limited to applying the few objective standards that already in its code, which did not anticipate and were not enacted with urban lot splits and ministerial two-unit projects in mind; and

WHEREAS, the approval of urban lot splits and two-unit projects based solely on the City’s default standards, without appropriate regulations governing lot configuration, unit size, height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety. These threats to public safety, health, and welfare justify adoption of this ordinance as an urgency ordinance to be effective immediately upon adoption by a four-fifths vote of the City Council; and

WHEREAS, in 2021, the California Legislature approved, and the Governor signed into law, Assembly Bill 61, which among other things adds Government Code Section 65907 to permit the outdoor expansion of businesses to mitigate COVID-19 impacts; and

WHEREAS, AB 61 took effect January 1, 2022, and preempts any conflicting city ordinance; and

WHEREAS, to protect the public safety, health, and welfare, the City Council may adopt this ordinance as an urgency measure in accordance with Government Code section 36937, subdivision (b).

NOW, THEREFORE, the City Council of the City of Aliso Viejo does ordain as follows:

Section 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. Under California Government Code sections 65852.21, subd. (j), and 66411.7, subd. (n), the adoption of an ordinance by a city or county implementing the provisions of Government Code sections 66411.7 and 65852.21 and regulating urban lot splits and two-unit projects is statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA"). Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements these new laws enacted by SB 9.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 15 exemption set forth in State CEQA Guidelines section 15315. The Class 15 exemption categorically exempts from CEQA, among other things, the division of property in urbanized areas zoned for residential use into four or fewer parcels. Here, the ordinance is categorically exempt under Class 15 exemption because the ordinance regulates a single urban lot split of one parcel into two separate lots between 60 percent and 40 percent of the original lot area in a residential zone. Further, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of a second dwelling unit in a residential zone and a duplex or similar multi-family residential structure totaling no more than four dwelling units as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the construction of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit, in a residential zone. Moreover, the City Council finds that none of the "exceptions" to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the ordinance will:

Section 3. Sections 14.28 and 15.14.210 of the City of Aliso Viejo Municipal Code is hereby added and Section 15.22.190 is amended and restated as provided in Exhibit "A", attached hereto and incorporated herein by reference.

Section 4. This ordinance takes effect immediately upon its adoption.

Section 5. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

Section 6. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

Section 7. The City Council hereby directs staff to prepare, execute, and file with the Orange County Clerk a notice of exemption within five (5) working days of the adoption of this Ordinance.

Section 8. The Custodian of Records for this Ordinance is the City Clerk and the records comprising the administrative record for this Ordinance are located at 12 Journey, Suite 100, Aliso Viejo, CA 92656.

PASSED, APPROVED AND ADOPTED this 4th day of May 2022.

Ross Chun
Mayor

ATTEST:

Mitzi Ortiz, CMC
City Clerk

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Ordinance No. 2022-__ 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 April 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2022-__ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held April 20, 2022 and that the Summary of the Ordinance was published on (date) and (date) in the Aliso Viejo News.

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

Exhibit A

Chapter 14.28 Urban Lot Splits

14.28.010 **Purpose.** The purpose of this section is to allow and appropriately regulate urban lot splits in accordance with Government Code section 66411.7.

14.28.020 **Definition.** An “urban lot split” means the subdivision of an existing, legally subdivided lot into two lots in accordance with the requirements of this section.

14.28.030 **Application.**

A. Owners.

1. Only individual property owners may apply for an urban lot split. “Individual property owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. “Individual property owner” does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).
2. Any person with a mortgage interest in the lot to be split under this section must sign the application and the parcel map indicating the person’s consent to the project.

B. An application for an urban lot split must be submitted on the city’s approved form. Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.

C. The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

14.28.040 **Approval.**

- A. An application for a parcel map for an urban lot split is approved or denied ministerially, by the Community Development Director, without discretionary review.
- B. A tentative parcel map for an urban lot split is approved ministerially if it complies with all the requirements of this section. The tentative parcel

map may not be recorded. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restriction and easements.

- C. The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.
- D. The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

14.28.050 **Requirements.** An urban lot split must satisfy each of the following requirements:

A. Map Act Compliance.

- 1. The urban lot split must conform to all applicable requirements of the Subdivision Map Act (Gov. Code § 66410 et. seq., "SMA") and implementing requirements in this code, except as otherwise expressly provided in this section.
- 2. If an urban lot split violates any part of the SMA, the city's subdivision regulations, including this section, or any other legal requirement:
 - a. The buyer or grantee of a lot that is created by the urban lot split has all the remedies available under the SMA, including but not limited to an action for damages or to void the deed, sale, or contract.
 - b. The city has all the remedies available to it under the SMA, including but not limited to the following:
 - i. An action to enjoin any attempt to sell, lease, or finance the property.
 - ii. An action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
 - iii. Criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000, or both; or a misdemeanor.
 - iv. Record a notice of violation.
 - v. Withhold any or all future permits and approvals.

3. Notwithstanding section 66411.1 of the SMA, no dedication of rights-of-way or construction of offsite improvements is required for an urban lot split.

B. **Zone.** The lot to be split is in a single-family residential zone. For purposes of this section, a single-family residential zone is a zone where the only residential use that is allowed as a primary use is a single residential dwelling on a lot.

C. **Lot Location.**

1. The lot to be split is not located on a site that is any of the following:
 - a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 - b. A wetland.
 - c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 - d. A hazardous waste site that has not been cleared for residential use.
 - e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
 - f. Within a 100-year flood hazard area, unless the site has either:
 - i. been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - ii. meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.
 - g. Within a regulatory floodway, unless all development on the site has received a no-rise certification.
 - h. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

- i. Habitat for protected species.
 - j. Land under conservation easement.
2. The purpose of subpart ~~15.28.040C.1 above~~ 15.28.040C.1 above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)
 3. The applicant must provide evidence that the requirements of Government Code section 65913.4(a)(6)(B)–(K) are satisfied.
 4. Not Historic. The lot to be split must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.

D. No Prior Urban Lot Split.

1. The lot to be split was not established through a prior urban lot split.
2. The lot to be split is not adjacent to any lot that was established through a prior urban lot split by the owner of the lot to be split or by any person acting in concert with the owner. =

E. No Impact on Protected Housing.

1. The urban lot split must not require or include the demolition or alteration of any of the following types of housing:
 - a. Housing that is income-restricted for households of moderate, low, or very low income.
 - b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.
 - d. Housing that has been occupied by a tenant in the last three years.
2. As part of the urban lot split application, the applicant and the owner of a property must provide a sworn statement by affidavit

representing and warranting that subpart 15.28.040E.1 above is satisfied.

a. The sworn statement must state that:

- i. No housing that is income-restricted for households of moderate, low, or very low income will be demolished or altered.
- ii. No housing that is subject to any form of rent or price control will be demolished or altered.
- iii. No housing that has been withdrawn from rental or lease under the Ellis Act at any time in the last 15 years will be demolished or altered.
- iv. No housing that has been occupied by a tenant in the last three years will be demolished or altered.

b. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.}]

F. Lot Size.

1. The lot to be split must be at least 2,400 square feet.
2. The resulting lots must each be at least 1,200 square feet.
3. Each of the resulting lots must be between 60 percent and 40 percent of the original lot area.

G. Easements.

1. The owner must enter into an easement agreement with each public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.
2. Each easement must be shown on the tentative parcel map.
3. Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property before the final map may be approved, in accordance with subpart 14.28.040B above.

4. If an easement is recorded and the project is not completed, making the easement moot, the property owner may request, and the city will provide, a notice of termination of the easement, which the owner may record.

H. Lot Access.

1. Each resulting lot must adjoin a public street right-of-way.
2. Each resulting lot must have frontage on the public street right-of-way of at least 10 feet.

I. Unit Standards.

1. **Quantity.** No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, “unit” means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under section 15.14.080 of this code, an ADU, or a JADU

2. Unit Size.

- a. The total floor area of each primary dwelling that is developed on a resulting lot must be
 - i. less than or equal to 800 square feet and
 - ii. more than 500 square feet.
- b. A primary dwelling that was legally established prior to the urban lot split and that is larger than 800 square feet is limited to the lawful floor area at the time of the urban lot split. It may not be expanded.
- c. A primary dwelling that was legally established prior to the urban lot split and that is smaller than 800 square feet may be expanded to 800 square feet after the urban lot split.

3. Height Restrictions.

- a. On a resulting lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.
- b. On a resulting lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any

portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the setback.

- c. No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot resulting from an urban lot split.

4. Lot Coverage. The maximum lot coverage is 75 percent. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

5. Setbacks.

- a. **Generally.** All setbacks must conform to those objective setbacks that are imposed through the underlying zone.

- b. **Exceptions.** Notwithstanding subpart [15.28.040I.5.a](#) above:

- i. **Existing Structures.** No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.
- ii. **800 sf; four-foot side and rear.** The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

- c. **Front Setback Area.** Notwithstanding any other part of this code, dwellings that are constructed after an urban lot split must be at least 10 feet from the front property lines. The front setback [areas](#) must:

- i. be kept free from all structures greater than three feet high;
- ii. be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;
- iii. allow for vehicular and fire-safety access to the front structure.

6. Parking. Each new primary dwelling unit that is built on a lot after an urban lot split must have at least one off-street parking space per unit unless one of the following applies:

- a. The lot is located within one-half mile walking distance of either
 - i. a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or
 - ii. a site that contains
 - (ia) an existing rail or bus rapid transit station,
 - (ib) a ferry terminal served by either a bus or rail transit service, or
 - (ic) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
- b. The site is located within one block of a car-share vehicle location.

7. Architecture.

- a. If there is a legal primary dwelling on the lot that was established before the urban lot split, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- b. If there is no legal primary dwelling on the lot before the urban lot split, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- c. All exterior lighting must be limited to down-lights.
- d. No window or door of a dwelling that is constructed on the lot after the urban lot split may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

- e. If a dwelling is constructed on a lot after an urban lot split and any portion of the dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

8. Landscaping.

a. Tree Removal.

- i. No mature tree may be removed on a lot with any development under this chapter unless removal is necessary to constructing a dwelling unit that must be allowed under state law.
- ii. "Mature tree" means a tree with a diameter of six inches or more or a height of eight feet or taller.
- iii. A tree may only be removed under subparagraph 15.28.040I.8.a.i above if it is replaced with at least two mature trees of the same type and with a trunk diameter that is the same or larger than that of the removed tree.

b. Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:

- i. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24"-inch box size plant shall be provided for every ten linear feet of exterior wall.
- ii. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least ~~6~~six feet in height may be installed.
- iii. All landscaping must be drought-tolerant.
- iv. All landscaping must be from the city's approved plant list.

9. Nonconforming Conditions. An urban lot split ~~may be~~is approved without requiring a legal nonconforming zoning condition to be corrected.

10. Utilities.

- a. Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.
- b. Notwithstanding paragraph 15.28.040I.10.a above, a primary dwelling unit may have a direct utility connection to an onsite wastewater treatment system in accordance with this paragraph and the city's code. Each primary dwelling unit on the lot that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- c. All utilities must be underground.

11. Building & Safety. All structures built on the lot must comply with all current local building standards. An urban lot split is a change of use.

J. Fire-Hazard Mitigation Measures.

1. A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:
 - a. It must have direct access to a public street right-of-way with a paved street with a width of at least 40 feet. The public street right-of-way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.
 - b. All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.
 - c. All enclosed structures on the site must have fire sprinklers.
 - d. All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.
 - e. If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.
2. Prior to submitting an application for an urban lot split, the applicant must obtain a certificate of compliance with all applicable fire-hazard mitigation measures in accordance with this subpart 15.28.040J. The

city or its authorized agent must inspect the site, including all structures on the site, and certify as to its compliance. The certificate must be included with the application. The applicant must pay the city's costs for inspection. Failure to pay is grounds for denying the application.

K. Separate Conveyance.

1. Within a resulting lot.

- a. Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.
- b. Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an urban lot split.
- c. All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.
- d. No timeshare, as defined by state law or this code, is permitted. This includes any co-ownership arrangement that gives an owner the right to exclusive use of the property for a defined period or periods of time.

2. Between resulting lots. Separate conveyance of the resulting lots is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, the owner must record appropriate CC&Rs, easements, or other documentation that is necessary to allocate rights and responsibility between the owners of the two lots.

L. Regulation of Uses.

- 1. Residential-only.** No non-residential use is permitted on any lot created by urban lot split.
- 2. No STRs.** No dwelling unit on a lot that is created by an urban lot split may be rented for a period of less than 30 days.
- 3. Owner Occupancy.** The applicant for an urban lot split must sign an affidavit stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal

residence for a minimum of three years after the urban lot split is approved.

M. Notice of Construction.

1. At least 30 business days before starting any construction of a structure on a lot created by an urban lot split, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 - a. Notice that construction has been authorized,
 - b. The anticipated start and end dates for construction,
 - c. The hours of construction,
 - d. Contact information for the project manager (for construction-related complaints), and
 - e. Contact information for the Building & Safety Department.
2. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

N. Deed Restriction. The owner must record a deed restriction on each lot that results from the urban lot split, on a form approved by the city, that does each of the following:

1. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
2. Expressly prohibits any non-residential use of the lots created by the urban lot split.
3. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
4. States that:

- a. The lot is formed by an urban lot split and is therefore subject to the city's urban lot-split regulations, including all applicable limits on dwelling size and development.
- b. Development on the lot is limited to development of residential units under sections 15.10 and 15.14 of this code, except as required by state law.

15.28.050 Specific Adverse Impacts.

- A. Notwithstanding anything else in this section, the city may deny an application for an urban lot split if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
- B. "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
- C. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

15.28.050 Coastal Regulations Apply in Full. Nothing in this section alters or lessens the effect or application of the California Coastal Act.

Section 15.14.210 Two-unit Projects

- A. **Purpose.** The purpose of this section is to allow and appropriately regulate two-unit projects in accordance with Government Code section 65852.21.
- B. **Definition.** A "two-unit project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this section.

C. Application.

1. Owners.

- a.** Only individual property owners may apply for a two-unit project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Rev. & Tax Code § 214.15).
 - b.** Any person with a mortgage interest in the lot to be split under this section must sign the application and the parcel map indicating the person's consent to the project.
2. An application for a two-unit project must be submitted on the city's approved form.
 3. The applicant must obtain a certificate of compliance with the Subdivision Map Act and the implementing regulations in this code for the lot and provide the certificate with the application.
 4. Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
 5. The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

D. Approval.

1. An application for a two-unit project is approved or denied ministerially, by the Community Development Director, without discretionary review.
2. The ministerial approval of a two-unit project does not take effect until the city has confirmed that the required documents have been recorded, such as the deed restriction and easements.
3. The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.

4. The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

E. **Requirements.** A two-unit project must satisfy each of the following requirements:

1. **Map Act Compliance.** The lot must have been legally subdivided.

2. **Zone.** The lot is in a single-family residential zone. For purposes of this section, a single-family residential zone is a zone where the only residential use that is allowed as a primary use is a single residential dwelling on a lot.

3. **Lot Location.**

- a. The lot is not located on a site that is any of the following:

- i. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 - ii. A wetland.
 - iii. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 - iv. A hazardous waste site that has not been cleared for residential use.
 - v. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
 - vi. Within a 100-year flood hazard area, unless the site has either:
 - (ia) been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - (ib) meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

- vii. Within a regulatory floodway, unless all development on the site has received a no-rise certification.
 - viii. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
 - ix. Habitat for protected species.
 - x. Land under conservation easement.
- b.** The purpose of subpart 15.28.040C.1 above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)
 - c.** The applicant must provide evidence that the requirements of Government Code section 65913.4(a)(6)(B)–(K) are satisfied.

4. No Impact on Protected Housing.

- a.** The two-unit project must not require or include the demolition or alteration of any of the following types of housing:
 - i. Housing that is income-restricted for households of moderate, low, or very low income.
 - ii. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - iii. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the two unit project application.
 - iv. Housing that has been occupied by a tenant in the last three years.
- b.** As part of the two-unit project application, the applicant and the owner of a property must provide a sworn statement by affidavit representing and warranting that subpart E.4.a above is satisfied.
 - i. The sworn statement must state that:
 - (ia) No housing that is income-restricted for households of moderate, low, or very low income will be demolished or altered.

- (ib) No housing that is subject to any form of rent or price control will be demolished or altered.
 - (ic) No housing that has been withdrawn from rental or lease under the Ellis Act at any time in the last 15 years will be demolished or altered.
 - (id) No housing that has been occupied by a tenant in the last three years will be demolished or altered.
- b. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.}]

B. Unit Standards.

1. Quantity.

- a. No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under this section of this code, an ADU, or a JADU.
- b. A lot that is not created by an urban lot split may have a two-unit project under this section, plus any ADU or JADU that must be allowed under state law and the city's ADU ordinance.

2. Unit Size.

- a. The total floor area of each primary dwelling built that is developed under this section must be
 - (ia) less than or equal to 800 square feet and
 - (ib) more than 500 square feet.
- ii. A primary dwelling that was legally established on the lot prior to the two-unit project and that is larger than 800 square feet is limited to the lawful floor area at the time of the two-unit project. The unit may not be expanded.

- iii. A primary dwelling that was legally established prior to the two-unit project and that is smaller than 800 square feet may be expanded to 800 square feet after or as part of the two-unit project.

b. Height Restrictions.

- i. On a lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.
- ii. On a lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the setback.
- iii. No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a two-unit project.

- c. Demo Cap.** The two-unit project may not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last three years.

- d. Lot Coverage.** The maximum lot coverage is 75 percent. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

e. Setbacks.

- i. **Generally.** All setbacks must conform to those objective setbacks that are imposed through the underlying zone.
- ii. **Exceptions.** Notwithstanding subpart A1.e above:
 - (ia) **Existing Structures.** No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.
 - (ib) **800 sf; four-foot side and rear.** The setbacks imposed by the underlying zone must yield to

the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

- ii. **Front Setback Area.** Notwithstanding any other part of this code, dwellings that are constructed under this section must be at least 10 feet from the front property lines. The front setback area must:

- (ia) be kept free from all structures greater than three feet high;
- (ib) be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;
- (ic) allow for vehicular and fire-safety access to the front structure.

- b. **Parking.** Each new primary dwelling unit must have at least one off-street parking space per unit unless one of the following applies:

- i. The lot is located within one-half mile walking distance of either
 - (ia) a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or
 - (ib) a site that contains:
 - an existing rail or bus rapid transit station,
 - a ferry terminal served by either a bus or rail transit service, or
 - the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

- ii. The site is located within one block of a car-share vehicle location.

b. Architecture.

- i. If there is a legal primary dwelling on the lot that was established before the two-unit project, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- ii. If there is no legal primary dwelling on the lot before the two-unit project, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- iii. All exterior lighting must be limited to down-lights.
- iv. No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- v. If any portion of a dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

c. Landscaping. Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:

- i. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24" box size plant shall be provided for every ten linear feet of exterior wall.
- ii. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least 6 feet in height may be installed.

- iii. All landscaping must be drought-tolerant.
- iv. All landscaping must be from the city's approved plant list.

d. Nonconforming Conditions. A two-unit project may only be approved if all nonconforming zoning conditions are corrected.

e. Utilities.

- i. Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.
- ii. Notwithstanding paragraph A1.e.i above, a primary dwelling unit may have a direct utility connection to an onsite wastewater treatment system in accordance with this paragraph and the city's code. Each primary dwelling unit on the lot that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- i. All utilities must be underground.

f. Building & Safety. All structures built on the lot must comply with all current local building standards. A project under this section is a change of use and subjects the whole of the lot, and all structures, to the city's current code.

2. Fire-Hazard Mitigation Measures.

- a.** A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:
 - i. It must have direct access to a public street right-of-way with a paved street with a width of at least 40 feet. The public street right-of-way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.
 - ii. All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.
 - iii. All enclosed structures on the site must have fire sprinklers.

- iv. All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.
 - v. If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.
- b.** Prior to submitting an application for an urban lot split, the applicant must obtain a certificate of compliance with all applicable fire-hazard mitigation measures in accordance with this subpart A2. The city or its authorized agent must inspect the site, including all structures on the site, and certify as to its compliance. The certificate must be included with the application. The applicant must pay the city's costs for inspection. Failure to pay is grounds for denying the application.

3. Separate Conveyance.

- a.** Primary dwelling units on the lot may not be owned or conveyed separately from each other.
- b.** Condominium airspace divisions and common interest developments are not permitted within the lot.
- c.** All fee interest in the lot and all the dwellings must be held equally and undivided by all individual property owners.
 - i. No timeshare, as defined by state law or this code, is permitted. This includes any co-ownership arrangement that gives an owner the right to exclusive use of the property for a defined period or periods of time.

4. Regulation of Uses.

- a. Residential-only.** No non-residential use is permitted on the lot.
- b. No STRs.** No dwelling unit on the lot may be rented for a period of less than 30 days.
- c. Owner Occupancy.** Unless the lot was formed by an urban lot split, the individual property owners of a lot with a two-unit project must occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

5. Notice of Construction.

- a.** At least 30 business days before starting any construction of a two-unit project, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 - i. Notice that construction has been authorized,
 - ii. The anticipated start and end dates for construction,
 - iii. The hours of construction,
 - iv. Contact information for the project manager (for construction-related complaints), and
 - v. Contact information for the Building & Safety Department.
- b.** This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

6. Deed Restriction. The owner must record a deed restriction, on a form approved by the city, that does each of the following:

- a.** Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
- b.** Expressly prohibits any non-residential use of the lot.
- c.** Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
- d.** If the lot does not undergo an urban lot split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.
- e.** Limits development of the lot to residential units that comply with the requirements of this section, except as required by state law.

B Specific Adverse Impacts.

1. Notwithstanding anything else in this section, the city may deny an application for a two-unit project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a “specific, adverse impact” on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
2. “Specific adverse impact” has the same meaning as in Gov. Code § 65589.5(d)(2): “a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete” and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
3. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

C Coastal Regulations Apply in Full. Nothing in this section alters or lessens the effect or application of the California Coastal Act.

D Remedies. If a two-unit project violates any part of this code or any other legal requirement:

1. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.
2. The city may:
 - a. Bring an action to enjoin any attempt to sell, lease, or finance the property.
 - b. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
 - c. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000, or both; or a misdemeanor.
 - d. Record a notice of violation.
 - e. Withhold any or all future permits and approvals.

- f. Pursue all other administrative, legal, or equitable remedies that are allowed by law or the city's code.

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING SECTIONS 14.28 URBAN LOT SPLITS AND 15.14.210 TWO UNIT PROJECTS AND AMENDING SECTION 15.22.190 OUTDOOR DINING AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of Aliso Viejo, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in 2021, the California Legislature approved, and the Governor signed into law Senate Bill 9 (“SB 9”), which among other things, adds Government Code section 65852.21 and 66411.7 to impose new limits on local authority to regulate urban lot splits and two-unit projects; and

WHEREAS, SB 9 allows local agencies to adopt objective design, development, and subdivision standards for urban lot splits and two-unit projects; and

WHEREAS, SB 9 took effect January 1, 2022, and preempts any conflicting city ordinance; and

WHEREAS, the City desires to amend its local regulatory scheme to comply with Government Code sections 66411.7 and 65852.21 and to appropriately regulate projects under SB 9; and

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare based on the passage of the new SB 9 Law because if the City does not adopt appropriate objective standards for urban lot splits and two-unit projects under SB 9 as of January 1, 2022, the City would thereafter be limited to applying the few objective standards that are already in its code, which did not anticipate and were not enacted with urban lot splits and ministerial two-unit projects in mind; and

WHEREAS, in 2021, the California Legislature approved, and the Governor signed into law, Assembly Bill 61, which among other things adds Government Code Section 65907 to permit the outdoor expansion of businesses to mitigate COVID-19 impacts; and

WHEREAS, AB 61 took effect January 1, 2022, and preempts any conflicting city ordinance; and

WHEREAS, the City desires to amend its local regulatory scheme to comply with Government Code section 65907 and to appropriately regulate outdoor dining with social distancing; and

NOW, THEREFORE, the City Council of the City of Aliso Viejo does ordain as follows:

Section 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. Under California Government Code sections 65852.21, subd. (j), and 66411.7, subd. (n), the adoption of an ordinance by a city or county implementing the provisions of Government Code sections 66411.7 and 65852.21 and regulating urban lot splits and two-unit projects is statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA"). Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements these new laws enacted by SB 9.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 15 exemption set forth in State CEQA Guidelines section 15315. The Class 15 exemption categorically exempts from CEQA, among other things, the division of property in urbanized areas zoned for residential use into four or fewer parcels. Here, the ordinance is categorically exempt under Class 15 exemption because the ordinance regulates a single urban lot split of one parcel into two separate lots between 60 percent and 40 percent of the original lot area in a residential zone. Further, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of a second dwelling unit in a residential zone and a duplex or similar multi-family residential structure totaling no more than four dwelling units as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the construction of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit, in a residential zone. Moreover, the City Council finds that none of the "exceptions" to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the ordinance will:

Section 3. Sections 14.28 and 15.14.210 of the City of Aliso Viejo Municipal Code is hereby added and Section 15.22.190 is amended and restated as provided in Exhibit "A", attached hereto and incorporated herein by reference.

Section 4. This ordinance takes effect immediately upon its adoption.

Section 5. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

Section 6. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

Section 7. The City Council hereby directs staff to prepare, execute, and file with the Orange County Clerk a notice of exemption within five (5) working days of the adoption of this Ordinance.

Section 8. The Custodian of Records for this Ordinance is the City Clerk and the records comprising the administrative record for this Ordinance are located at 12 Journey, Suite 100, Aliso Viejo, CA 92656.

PASSED, APPROVED AND ADOPTED this 4th day of May 2022.

Ross Chun
Mayor

ATTEST:

Mitzi Ortiz, CMC
City Clerk

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

CITY OF ALISO VIEJO)

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Ordinance No. 2022-__ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 4th day of May 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2022-__ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held May 4, 2022 and that the Summary of the Ordinance was published on (date) and (date) in the Aliso Viejo News.

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

Exhibit A

Chapter 14.28 Urban Lot Splits

14.28.010 **Purpose.** The purpose of this section is to allow and appropriately regulate urban lot splits in accordance with Government Code section 66411.7.

14.28.020 **Definition.** An “urban lot split” means the subdivision of an existing, legally subdivided lot into two lots in accordance with the requirements of this section.

14.28.030 **Application.**

A. Owners.

1. Only individual property owners may apply for an urban lot split. “Individual property owner” means a natural person holding fee title individually or jointly in the person’s own name or a beneficiary of a trust that holds fee title. “Individual property owner” does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by § 214.15).
2. Any person with a mortgage interest in the lot to be split under this section must sign the application and the parcel map indicating the person’s consent to the project.

B. An application for an urban lot split must be submitted on the city’s approved form. Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.

C. The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

14.28.040 **Approval.**

- A. An application for a parcel map for an urban lot split is approved or denied ministerially, by the Community Development Director, without discretionary review.
- B. A tentative parcel map for an urban lot split is approved ministerially if it complies with all the requirements of this section. The tentative parcel

map may not be recorded. A final parcel map is approved ministerially as well, but not until the owner demonstrates that the required documents have been recorded, such as the deed restriction and easements.

- C. The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.
- D. The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

14.28.050 **Requirements.** An urban lot split must satisfy each of the following requirements:

A. Map Act Compliance.

1. The urban lot split must conform to all applicable requirements of the Subdivision Map Act (Gov. Code § 66410 et. seq., "SMA") and implementing requirements in this code, except as otherwise expressly provided in this section.
2. If an urban lot split violates any part of the SMA, the city's subdivision regulations, including this section, or any other legal requirement:
 - a. The buyer or grantee of a lot that is created by the urban lot split has all the remedies available under the SMA, including but not limited to an action for damages or to void the deed, sale, or contract.
 - b. The city has all the remedies available to it under the SMA, including but not limited to the following:
 - i. An action to enjoin any attempt to sell, lease, or finance the property.
 - ii. An action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
 - iii. Criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000, or both; or a misdemeanor.
 - iv. Record a notice of violation.
 - v. Withhold any or all future permits and approvals.

3. Notwithstanding section 66411.1 of the SMA, no dedication of rights-of-way or construction of offsite improvements is required for an urban lot split.

B. **Zone.** The lot to be split is in a single-family residential zone. For purposes of this section, a single-family residential zone is a zone where the only residential use that is allowed as a primary use is a single residential dwelling on a lot.

C. **Lot Location.**

1. The lot to be split is not located on a site that is any of the following:
 - a. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 - b. A wetland.
 - c. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 - d. A hazardous waste site that has not been cleared for residential use.
 - e. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
 - f. Within a 100-year flood hazard area, unless the site has either:
 - i. been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - ii. meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.
 - g. Within a regulatory floodway, unless all development on the site has received a no-rise certification.
 - h. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.

- i. Habitat for protected species.
 - j. Land under conservation easement.
2. The purpose of subpart ~~15.28.040C.1 above~~ 15.28.040C.1 above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)
 3. The applicant must provide evidence that the requirements of Government Code section 65913.4(a)(6)(B)–(K) are satisfied.
 4. Not Historic. The lot to be split must not be a historic property or within a historic district that is included on the State Historic Resources Inventory. Nor may the lot be or be within a site that is designated by ordinance as a city or county landmark or as a historic property or district.

D. No Prior Urban Lot Split.

1. The lot to be split was not established through a prior urban lot split.
2. The lot to be split is not adjacent to any lot that was established through a prior urban lot split by the owner of the lot to be split or by any person acting in concert with the owner. =

E. No Impact on Protected Housing.

1. The urban lot split must not require or include the demolition or alteration of any of the following types of housing:
 - a. Housing that is income-restricted for households of moderate, low, or very low income.
 - b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - c. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the urban lot split application.
 - d. Housing that has been occupied by a tenant in the last three years.
2. As part of the urban lot split application, the applicant and the owner of a property must provide a sworn statement by affidavit

representing and warranting that subpart 15.28.040E.1 above is satisfied.

a. The sworn statement must state that:

- i. No housing that is income-restricted for households of moderate, low, or very low income will be demolished or altered.
- ii. No housing that is subject to any form of rent or price control will be demolished or altered.
- iii. No housing that has been withdrawn from rental or lease under the Ellis Act at any time in the last 15 years will be demolished or altered.
- iv. No housing that has been occupied by a tenant in the last three years will be demolished or altered.

b. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.}]

F. Lot Size.

1. The lot to be split must be at least 2,400 square feet.
2. The resulting lots must each be at least 1,200 square feet.
3. Each of the resulting lots must be between 60 percent and 40 percent of the original lot area.

G. Easements.

1. The owner must enter into an easement agreement with each public-service provider to establish easements that are sufficient for the provision of public services and facilities to each of the resulting lots.
2. Each easement must be shown on the tentative parcel map.
3. Copies of the unrecorded easement agreements must be submitted with the application. The easement agreements must be recorded against the property before the final map may be approved, in accordance with subpart 14.28.040B above.

4. If an easement is recorded and the project is not completed, making the easement moot, the property owner may request, and the city will provide, a notice of termination of the easement, which the owner may record.

H. Lot Access.

1. Each resulting lot must adjoin a public street right-of-way.
2. Each resulting lot must have frontage on the public street right-of-way of at least 10 feet.

I. Unit Standards.

1. **Quantity.** No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, “unit” means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under section 15.14.080 of this code, an ADU, or a JADU

2. Unit Size.

- a. The total floor area of each primary dwelling that is developed on a resulting lot must be
 - i. less than or equal to 800 square feet and
 - ii. more than 500 square feet.
- b. A primary dwelling that was legally established prior to the urban lot split and that is larger than 800 square feet is limited to the lawful floor area at the time of the urban lot split. It may not be expanded.
- c. A primary dwelling that was legally established prior to the urban lot split and that is smaller than 800 square feet may be expanded to 800 square feet after the urban lot split.

3. Height Restrictions.

- a. On a resulting lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.
- b. On a resulting lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any

portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the setback.

- c. No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot resulting from an urban lot split.

4. Lot Coverage. The maximum lot coverage is 75 percent. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

5. Setbacks.

- a. **Generally.** All setbacks must conform to those objective setbacks that are imposed through the underlying zone.

- b. **Exceptions.** Notwithstanding subpart [15.28.040I.5.a](#) above:

- i. **Existing Structures.** No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.
- ii. **800 sf; four-foot side and rear.** The setbacks imposed by the underlying zone must yield to the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

- c. **Front Setback Area.** Notwithstanding any other part of this code, dwellings that are constructed after an urban lot split must be at least 10 feet from the front property lines. The front setback [areas](#) must:

- i. be kept free from all structures greater than three feet high;
- ii. be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;
- iii. allow for vehicular and fire-safety access to the front structure.

6. Parking. Each new primary dwelling unit that is built on a lot after an urban lot split must have at least one off-street parking space per unit unless one of the following applies:

- a. The lot is located within one-half mile walking distance of either
 - i. a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or
 - ii. a site that contains
 - (ia) an existing rail or bus rapid transit station,
 - (ib) a ferry terminal served by either a bus or rail transit service, or
 - (ic) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.
- b. The site is located within one block of a car-share vehicle location.

7. Architecture.

- a. If there is a legal primary dwelling on the lot that was established before the urban lot split, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- b. If there is no legal primary dwelling on the lot before the urban lot split, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- c. All exterior lighting must be limited to down-lights.
- d. No window or door of a dwelling that is constructed on the lot after the urban lot split may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

- e. If a dwelling is constructed on a lot after an urban lot split and any portion of the dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

8. Landscaping.

a. Tree Removal.

- i. No mature tree may be removed on a lot with any development under this chapter unless removal is necessary to constructing a dwelling unit that must be allowed under state law.
- ii. "Mature tree" means a tree with a diameter of six inches or more or a height of eight feet or taller.
- iii. A tree may only be removed under subparagraph 15.28.040I.8.a.i above if it is replaced with at least two mature trees of the same type and with a trunk diameter that is the same or larger than that of the removed tree.

b. Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:

- i. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24"-inch box size plant shall be provided for every ten linear feet of exterior wall.
- ii. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least ~~6~~six feet in height may be installed.
- iii. All landscaping must be drought-tolerant.
- iv. All landscaping must be from the city's approved plant list.

9. Nonconforming Conditions. An urban lot split ~~may be~~is approved without requiring a legal nonconforming zoning condition to be corrected.

10. Utilities.

- a. Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.
- b. Notwithstanding paragraph 15.28.040I.10.a above, a primary dwelling unit may have a direct utility connection to an onsite wastewater treatment system in accordance with this paragraph and the city's code. Each primary dwelling unit on the lot that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- c. All utilities must be underground.

11. Building & Safety. All structures built on the lot must comply with all current local building standards. An urban lot split is a change of use.

J. Fire-Hazard Mitigation Measures.

1. A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:
 - a. It must have direct access to a public street right-of-way with a paved street with a width of at least 40 feet. The public street right-of-way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.
 - b. All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.
 - c. All enclosed structures on the site must have fire sprinklers.
 - d. All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.
 - e. If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.
2. Prior to submitting an application for an urban lot split, the applicant must obtain a certificate of compliance with all applicable fire-hazard mitigation measures in accordance with this subpart 15.28.040J. The

city or its authorized agent must inspect the site, including all structures on the site, and certify as to its compliance. The certificate must be included with the application. The applicant must pay the city's costs for inspection. Failure to pay is grounds for denying the application.

K. Separate Conveyance.

1. Within a resulting lot.

- a. Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.
- b. Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an urban lot split.
- c. All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.
- d. No timeshare, as defined by state law or this code, is permitted. This includes any co-ownership arrangement that gives an owner the right to exclusive use of the property for a defined period or periods of time.

2. Between resulting lots. Separate conveyance of the resulting lots is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. If any attached structures span or will span the new lot line, the owner must record appropriate CC&Rs, easements, or other documentation that is necessary to allocate rights and responsibility between the owners of the two lots.

L. Regulation of Uses.

- 1. Residential-only.** No non-residential use is permitted on any lot created by urban lot split.
- 2. No STRs.** No dwelling unit on a lot that is created by an urban lot split may be rented for a period of less than 30 days.
- 3. Owner Occupancy.** The applicant for an urban lot split must sign an affidavit stating that the applicant intends to occupy one of the dwelling units on one of the resulting lots as the applicant's principal

residence for a minimum of three years after the urban lot split is approved.

M. Notice of Construction.

1. At least 30 business days before starting any construction of a structure on a lot created by an urban lot split, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 - a. Notice that construction has been authorized,
 - b. The anticipated start and end dates for construction,
 - c. The hours of construction,
 - d. Contact information for the project manager (for construction-related complaints), and
 - e. Contact information for the Building & Safety Department.
2. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

N. Deed Restriction. The owner must record a deed restriction on each lot that results from the urban lot split, on a form approved by the city, that does each of the following:

1. Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
2. Expressly prohibits any non-residential use of the lots created by the urban lot split.
3. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
4. States that:

- a. The lot is formed by an urban lot split and is therefore subject to the city's urban lot-split regulations, including all applicable limits on dwelling size and development.
- b. Development on the lot is limited to development of residential units under sections 15.10 and 15.14 of this code, except as required by state law.

15.28.050 Specific Adverse Impacts.

- A. Notwithstanding anything else in this section, the city may deny an application for an urban lot split if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a "specific, adverse impact" on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
- B. "Specific adverse impact" has the same meaning as in Gov. Code § 65589.5(d)(2): "a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete" and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
- C. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

15.28.050 Coastal Regulations Apply in Full. Nothing in this section alters or lessens the effect or application of the California Coastal Act.

Section 15.14.210 Two-unit Projects

- A. **Purpose.** The purpose of this section is to allow and appropriately regulate two-unit projects in accordance with Government Code section 65852.21.
- B. **Definition.** A "two-unit project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot in accordance with the requirements of this section.

C. Application.

1. Owners.

- a.** Only individual property owners may apply for a two-unit project. "Individual property owner" means a natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, LP, LLC, C corp, S corp, etc.) except for a community land trust (as defined by Rev. & Tax Code § 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Rev. & Tax Code § 214.15).
- b.** Any person with a mortgage interest in the lot to be split under this section must sign the application and the parcel map indicating the person's consent to the project.

- 2.** An application for a two-unit project must be submitted on the city's approved form.
- 3.** The applicant must obtain a certificate of compliance with the Subdivision Map Act and the implementing regulations in this code for the lot and provide the certificate with the application.
- 4.** Only a complete application will be considered. The city will inform the applicant in writing of any incompleteness within 30 days after the application is submitted.
- 5.** The city may establish a fee to recover its costs for adopting, implementing, and enforcing this section of the code, in accordance with applicable law. The city council may establish and change the fee by resolution. The fee must be paid with the application.

D. Approval.

- 1.** An application for a two-unit project is approved or denied ministerially, by the Community Development Director, without discretionary review.
- 2.** The ministerial approval of a two-unit project does not take effect until the city has confirmed that the required documents have been recorded, such as the deed restriction and easements.
- 3.** The approval must require the owner and applicant to hold the city harmless from all claims and damages related to the approval and its subject matter.

4. The approval must require the owner and applicant to reimburse the city for all costs of enforcement, including attorneys' fees and costs associated with enforcing the requirements of this code.

E. **Requirements.** A two-unit project must satisfy each of the following requirements:

1. **Map Act Compliance.** The lot must have been legally subdivided.

2. **Zone.** The lot is in a single-family residential zone. For purposes of this section, a single-family residential zone is a zone where the only residential use that is allowed as a primary use is a single residential dwelling on a lot.

3. **Lot Location.**

- a. The lot is not located on a site that is any of the following:

- i. Prime farmland, farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.
 - ii. A wetland.
 - iii. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation measures required by existing building standards.
 - iv. A hazardous waste site that has not been cleared for residential use.
 - v. Within a delineated earthquake fault zone, unless all development on the site complies with applicable seismic protection building code standards.
 - vi. Within a 100-year flood hazard area, unless the site has either:
 - (ia) been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
 - (ib) meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

- vii. Within a regulatory floodway, unless all development on the site has received a no-rise certification.
 - viii. Land identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
 - ix. Habitat for protected species.
 - x. Land under conservation easement.
- b.** The purpose of subpart 15.28.040C.1 above is merely to summarize the requirements of Government Code section 65913.4(a)(6)(B)–(K). (See Gov. Code § 66411.7(a)(3)(C).)
 - c.** The applicant must provide evidence that the requirements of Government Code section 65913.4(a)(6)(B)–(K) are satisfied.

4. No Impact on Protected Housing.

- a.** The two-unit project must not require or include the demolition or alteration of any of the following types of housing:
 - i. Housing that is income-restricted for households of moderate, low, or very low income.
 - ii. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - iii. Housing, or a lot that used to have housing, that has been withdrawn from rental or lease under the Ellis Act (Gov. Code §§ 7060–7060.7) at any time in the 15 years prior to submission of the two unit project application.
 - iv. Housing that has been occupied by a tenant in the last three years.
- b.** As part of the two-unit project application, the applicant and the owner of a property must provide a sworn statement by affidavit representing and warranting that subpart E.4.a above is satisfied.
 - i. The sworn statement must state that:
 - (ia) No housing that is income-restricted for households of moderate, low, or very low income will be demolished or altered.

- (ib) No housing that is subject to any form of rent or price control will be demolished or altered.
 - (ic) No housing that has been withdrawn from rental or lease under the Ellis Act at any time in the last 15 years will be demolished or altered.
 - (id) No housing that has been occupied by a tenant in the last three years will be demolished or altered.
- b. The city may conduct its own inquiries and investigation to ascertain the veracity of the sworn statement, including but not limited to, surveying owners of nearby properties; and the city may require additional evidence of the applicant and owner as necessary to determine compliance with this requirement.}]

B. Unit Standards.

1. Quantity.

- a. No more than two dwelling units of any kind may be built on a lot that results from an urban lot split. For purposes of this paragraph, "unit" means any dwelling unit, including, but not limited to, a primary dwelling unit, a unit created under this section of this code, an ADU, or a JADU.
- b. A lot that is not created by an urban lot split may have a two-unit project under this section, plus any ADU or JADU that must be allowed under state law and the city's ADU ordinance.

2. Unit Size.

- a. The total floor area of each primary dwelling built that is developed under this section must be
 - (ia) less than or equal to 800 square feet and
 - (ib) more than 500 square feet.
- ii. A primary dwelling that was legally established on the lot prior to the two-unit project and that is larger than 800 square feet is limited to the lawful floor area at the time of the two-unit project. The unit may not be expanded.

- iii. A primary dwelling that was legally established prior to the two-unit project and that is smaller than 800 square feet may be expanded to 800 square feet after or as part of the two-unit project.

b. Height Restrictions.

- i. On a lot that is larger than 2,000 square feet, no new primary dwelling unit may exceed a single story or 16 feet in height, measured from grade to peak of the structure.
- ii. On a lot that is smaller than 2,000 square feet, no new primary dwelling unit may exceed two stories or 22 feet in height, measured from grade to peak of the structure. Any portion of a new primary dwelling that exceeds one story must be stepped back by an additional five feet from the ground floor; no balcony deck or other portion of the second story may project into the setback.
- iii. No rooftop deck is permitted on any new or remodeled dwelling or structure on a lot with a two-unit project.

- c. Demo Cap.** The two-unit project may not involve the demolition of more than 25 percent of the existing exterior walls of an existing dwelling unless the site has not been occupied by a tenant in the last three years.

- d. Lot Coverage.** The maximum lot coverage is 75 percent. This lot coverage standard is only enforced to the extent that it does not prevent two primary dwelling units on the lot at 800 square feet each.

e. Setbacks.

- i. **Generally.** All setbacks must conform to those objective setbacks that are imposed through the underlying zone.
- ii. **Exceptions.** Notwithstanding subpart A1.e above:
 - (ia) **Existing Structures.** No setback is required for an existing legally established structure or for a new structure that is constructed in the same location and to the same dimensions as an existing legally established structure.
 - (ib) **800 sf; four-foot side and rear.** The setbacks imposed by the underlying zone must yield to

the degree necessary to avoid physically precluding the construction of up to two units on the lot or either of the two units from being at least 800 square feet in floor area; but in no event may any structure be less than four feet from a side or rear property line.

- ii. **Front Setback Area.** Notwithstanding any other part of this code, dwellings that are constructed under this section must be at least 10 feet from the front property lines. The front setback area must:

- (ia) be kept free from all structures greater than three feet high;
- (ib) be at least 50 percent landscaped with drought-tolerant plants, with vegetation and irrigation plans approved by a licensed landscape architect;
- (ic) allow for vehicular and fire-safety access to the front structure.

- b. **Parking.** Each new primary dwelling unit must have at least one off-street parking space per unit unless one of the following applies:

- i. The lot is located within one-half mile walking distance of either
 - (ia) a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours or
 - (ib) a site that contains:
 - an existing rail or bus rapid transit station,
 - a ferry terminal served by either a bus or rail transit service, or
 - the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

- ii. The site is located within one block of a car-share vehicle location.

b. Architecture.

- i. If there is a legal primary dwelling on the lot that was established before the two-unit project, any new primary dwelling unit must match the existing primary dwelling unit in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- ii. If there is no legal primary dwelling on the lot before the two-unit project, and if two primary dwellings are developed on the lot, the dwellings must match each other in exterior materials, color, and dominant roof pitch. The dominant roof slope is the slope shared by the largest portion of the roof.
- iii. All exterior lighting must be limited to down-lights.
- iv. No window or door of a dwelling that is constructed on the lot may have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- v. If any portion of a dwelling is less than 30 feet from a property line that is not a public right-of-way line, then all windows and doors in that portion must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

c. Landscaping. Evergreen landscape screening must be planted and maintained between each dwelling and adjacent lots (but not rights of way) as follows:

- i. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24" box size plant shall be provided for every ten linear feet of exterior wall.
- ii. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least 6 feet in height may be installed.

- iii. All landscaping must be drought-tolerant.
- iv. All landscaping must be from the city's approved plant list.

d. Nonconforming Conditions. A two-unit project may only be approved if all nonconforming zoning conditions are corrected.

e. Utilities.

- i. Each primary dwelling unit on the lot must have its own direct utility connection to the utility service provider.
- ii. Notwithstanding paragraph A1.e.i above, a primary dwelling unit may have a direct utility connection to an onsite wastewater treatment system in accordance with this paragraph and the city's code. Each primary dwelling unit on the lot that is or that is proposed to be connected to an onsite wastewater treatment system must first have a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- i. All utilities must be underground.

f. Building & Safety. All structures built on the lot must comply with all current local building standards. A project under this section is a change of use and subjects the whole of the lot, and all structures, to the city's current code.

2. Fire-Hazard Mitigation Measures.

- a.** A lot in a very high fire hazard severity zone must comply with each of the following fire-hazard mitigation measures:
 - i. It must have direct access to a public street right-of-way with a paved street with a width of at least 40 feet. The public street right-of-way must have at least two independent points of access for fire and life safety to access and for residents to evacuate.
 - ii. All dwellings on the site must comply with current fire code requirements for dwellings in a very high fire hazard severity zone.
 - iii. All enclosed structures on the site must have fire sprinklers.

- iv. All sides of all dwellings on the site must be within a 150-foot hose-pull distance from either the public street right-of-way or of an onsite fire hydrant or standpipe.
 - v. If the lot does not have a swimming pool, the lot must have a water reservoir of at least 5,000 gallons per dwelling, with fire-authority approved hookups compatible with fire-authority standard pump and hose equipment.
- b.** Prior to submitting an application for an urban lot split, the applicant must obtain a certificate of compliance with all applicable fire-hazard mitigation measures in accordance with this subpart A2. The city or its authorized agent must inspect the site, including all structures on the site, and certify as to its compliance. The certificate must be included with the application. The applicant must pay the city's costs for inspection. Failure to pay is grounds for denying the application.

3. Separate Conveyance.

- a.** Primary dwelling units on the lot may not be owned or conveyed separately from each other.
- b.** Condominium airspace divisions and common interest developments are not permitted within the lot.
- c.** All fee interest in the lot and all the dwellings must be held equally and undivided by all individual property owners.
 - i. No timeshare, as defined by state law or this code, is permitted. This includes any co-ownership arrangement that gives an owner the right to exclusive use of the property for a defined period or periods of time.

4. Regulation of Uses.

- a. Residential-only.** No non-residential use is permitted on the lot.
- b. No STRs.** No dwelling unit on the lot may be rented for a period of less than 30 days.
- c. Owner Occupancy.** Unless the lot was formed by an urban lot split, the individual property owners of a lot with a two-unit project must occupy one of the dwellings on the lot as the owners' principal residence and legal domicile.

5. Notice of Construction.

- a.** At least 30 business days before starting any construction of a two-unit project, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:
 - i. Notice that construction has been authorized,
 - ii. The anticipated start and end dates for construction,
 - iii. The hours of construction,
 - iv. Contact information for the project manager (for construction-related complaints), and
 - v. Contact information for the Building & Safety Department.
- b.** This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

6. Deed Restriction. The owner must record a deed restriction, on a form approved by the city, that does each of the following:

- a.** Expressly prohibits any rental of any dwelling on the property for a period of less than 30 days.
- b.** Expressly prohibits any non-residential use of the lot.
- c.** Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot.
- d.** If the lot does not undergo an urban lot split: Expressly requires the individual property owners to live in one of the dwelling units on the lot as the owners' primary residence and legal domicile.
- e.** Limits development of the lot to residential units that comply with the requirements of this section, except as required by state law.

B Specific Adverse Impacts.

1. Notwithstanding anything else in this section, the city may deny an application for a two-unit project if the building official makes a written finding, based on a preponderance of the evidence, that the project would have a “specific, adverse impact” on either public health and safety or on the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
2. “Specific adverse impact” has the same meaning as in Gov. Code § 65589.5(d)(2): “a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete” and does not include (1) inconsistency with the zoning ordinance or general plan land use designation or (2) the eligibility to claim a welfare exemption under Revenue and Taxation Code section 214(g).
3. The building official may consult with and be assisted by planning staff and others as necessary in making a finding of specific, adverse impact.

C Coastal Regulations Apply in Full. Nothing in this section alters or lessens the effect or application of the California Coastal Act.

D Remedies. If a two-unit project violates any part of this code or any other legal requirement:

1. The buyer, grantee, or lessee of any part of the property has an action for damages or to void the deed, sale, or contract.
2. The city may:
 - a. Bring an action to enjoin any attempt to sell, lease, or finance the property.
 - b. Bring an action for other legal, equitable, or summary remedy, such as declaratory and injunctive relief.
 - c. Pursue criminal prosecution, punishable by imprisonment in county jail or state prison for up to one year, by a fine of up to \$10,000, or both; or a misdemeanor.
 - d. Record a notice of violation.
 - e. Withhold any or all future permits and approvals.

- f. Pursue all other administrative, legal, or equitable remedies that are allowed by law or the city's code.

Section 15.22.190 Outdoor Dining

- A. Applicability – General Provisions. Outdoor dining may be permitted as an accessory use subject to the provisions of this section if an administrative use permit is approved in accordance with AVMC [15.74.040](#).
- B. Allowing an Increase in Outdoor Dining Area If an Exception Permit Is Approved. The area devoted to outdoor dining shall not exceed 1,000 square feet and shall be accessory to the main restaurant use. Outdoor dining area may be expanded to a maximum of 40 percent of the indoor floor area of the restaurant if an exception permit is approved pursuant to AVMC [15.74.070](#).
- C. Required Findings. Before approving an application, the decision-making authority shall make the following findings in addition to those required in AVMC [15.74.040](#):
 1. That the proposed outdoor dining is accessory to the eating and drinking establishment;
 2. That the accessory outdoor dining area will not result in the reduction of existing parking spaces below that required for the restaurant use.
- D. Required Conditions. Approval of an application to add or expand outdoor accessory dining shall include the following conditions:
 1. The outdoor dining area shall be subject to the existing hours of operation, operational characteristics and conditions of any use permit applicable to the overall establishment;
 2. Amplified live music shall not be permitted outdoors unless an exception permit is approved pursuant to AVMC [15.74.070](#). Unamplified live music may be permitted if included as part of the outdoor dining administrative use permit;
 3. All doors and windows leading to the outdoor dining area shall remain closed while indoor amplified music or live entertainment is being played;
 4. Fences, walls, roofs or similar barriers shall serve only to define the outdoor dining area and shall not constitute a permanent all-weather enclosure;

5. Any additional conditions the decision-making authority deems necessary or appropriate to ensure that operation of the outdoor dining area is consistent with the findings made at the time of approval.
- E. Notwithstanding Subsection A through C, until January 1, 2024, any legally established restaurant may utilize up to 10 percent of their parking spaces for the establishment of outdoor dining with the approval of a Temporary Use Permit provided measures can be taken to protect the health, safety and welfare of diners and employees.



ADOPTION OF AN URGENCY ORDINANCE AND INITIATION OF CODE AMENDMENT TO MAKE THE CITY'S LAND USE CODE CONSISTENT WITH SENATE BILL 9 AND TO ADD OUTDOOR DINING PROVISIONS

April 20, 2022

PURPOSE

- SB 9 was one of several state housing bills signed into law this year
- Went into effect on Jan. 1, 2022
- Requires cities to allow:
 - Any single-family zoned lot to be split into two lots
 - Up to two single-family dwellings on each newly created lot
- Prohibits discretionary review - No public hearings
- Cities can regulate Lot Splits/Two-Unit Projects but only with objective standards necessary to protect public health and safety

SB 9 RULES FOR LOT SPLITS/2-UNIT PROJECTS

- New lots must be fairly equal in size (60/40 split at most)
- Each new lot must be at least 1,200 SF in size
- Lot split/Project must be in a single-family zone
- Lot split/Project must be within urbanized area or urban cluster (includes SJC)
- Lot split/Project cannot involve a historic landmark or be in a historic district

SB 9 RULES FOR LOT SPLITS/2-UNIT PROJECTS

- Lot cannot be split if lot owner or anyone acting in concert with owner previously split an adjacent parcel via SB 9 process
- Prohibits demolition of more than 25% of exterior walls of existing dwelling if occupied by a tenant in last 3 years
- Lot split/Project cannot involve the demolition/alteration of:
 - Affordable housing
 - Rent-controlled housing
 - Housing occupied by a tenant in the past 3 years

SB 9 RULES FOR LOT SPLITS/2-UNIT PROJECTS

- Cities may only impose objective standards
- Objective standards must allow 2 minimum 800 SF units/lot
- Non-residential use and short-term rentals must be prohibited
- No ROW dedications/off-site improvements may be required
- No correction of non-conforming conditions may be required
- Applicant must intend to occupy one of the units for at least 3 years following lot split

SB 9 RULES FOR LOT SPLITS/2-UNIT PROJECTS

- Cities must annually report number of SB 9 lot splits to state
- Can only require 1 parking space/unit and no parking if project located ½ mile walking distance from major transit
- No CEQA review since approval is ministerial action
- Cities may only deny a lot split if City Building Official determines project would have adverse impact on public health and safety or the physical environment and there's no feasible, satisfactory mitigation

SB 9 RULES FOR LOT SPLITS/2-UNIT PROJECTS

- Lot Splits/Projects prohibited in the following areas:
 - Farmland, wetlands, hazardous waste sites, floodplains/floodways, earthquake fault zones
 - Within protected habitat, habitat preserves or conservation easement areas
 - Very High Fire Hazard Severity Zones only if lot complies w/ fire-safety measures
- Lots that are split and developed with 4 units cannot have ADUs
- SB 9 does not affect HOA CC&Rs or private restrictive covenants

PROPOSED URGENCY ORDINANCE

- Only individual property owners, not corporations, can apply
- Applicants responsible for all processing and development fees
- Applicants must enter into agreements w/ service providers
- Each lot must have at least 20' of street frontage for access
- Each unit limited to 500-800 SF in size
- Establishes height limit: 16' / 1-story on lots 2,000 SF or larger & 22' / 2-story on lots less than 2,000 SF
- Projects must meet setbacks and lot coverage to extent two 800 SF units/lot can be built

PROPOSED URGENCY ORDINANCE

- Units must architecturally match existing unit and/or each other
- Front setback areas must be kept clear for fire access
- Units must provide privacy protection to adjacent homes (fencing, landscape, privacy glass)
- Tree removal prohibited except to allow two 800 SF units per lot
- Each unit must have its own utility connection and utility lines must be underground
- Units may not be owned or conveyed separately
- Applicants must notify neighbors before construction commences
- Owner must record a deed restriction on the property

PROPOSED NON-URGENCY ORDINANCE

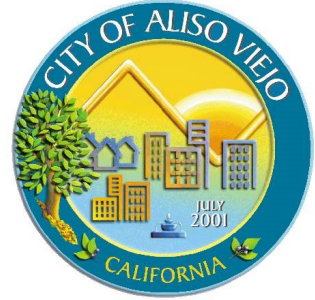
- The Urgency Ordinance also addresses Assembly Bill 61 which took effect on January 1, 2022
 - Cities must accommodate outdoor dining with proper social distancing due to COVID-19
 - Sunsets in 2024
- Ordinance allows for up to 10% of parking area to be used for outdoor dining
- Businesses currently permitted to operate with outdoor dining under the City's Emergency Order will be addressed at the time the Order is removed

RECOMMENDED ACTIONS

- Conduct a public hearing;
- Find that said actions are statutorily exempt from the California Environmental Quality Act (CEQA);
- Adopt the proposed Urgency Ordinance;
- Give first reading to the proposed ordinance.

City of Aliso Viejo

AGENDA ITEM



DATE: April 20, 2022

TO: Mayor and City Council

FROM: David Doyle, City Manager

SUBJECT: CONSIDERATION OF REIMBURSEMENT OF CITY FEES FOR TASTE
OF ALISO NIGUEL EVENT

Recommended Action:

Discuss and provide direction to staff regarding reimbursement of the cost of City fees for Taste of Aliso Niguel event to Parents & Friends of Aliso Niguel High School (PFAN) in the amount of \$509.53.

Fiscal Impact:

As normal course of business, the City collected the required Special Event fee and Banner fee from PFAN for the Taste of Aliso Niguel event. Approval of the reimbursement request would cost the City \$509.53.

Background:

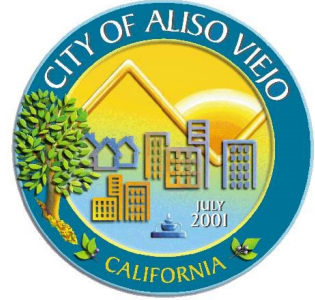
Each year PFAN, a nonprofit organization whose purpose is to raise money to benefit the students, student organizations, booster clubs, activities, departments, and facilities at Aliso Niguel High School, holds the Taste of Aliso Niguel, a fundraising special event. The event will include food samples provided by local vendors, beer and wine sales, and a silent auction. The event will begin at 6:00 pm and conclude at 11:00 pm. The event organizers anticipate hosting over 1,000 residents and raising funds for student organizations and clubs.

Discussion:

At its last meeting Council directed staff to place this item on the next agenda for consideration.

City of Aliso Viejo

AGENDA ITEM



DATE: April 20, 2022

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney
David Doyle, City Manager
Community Development Director

SUBJECT: ORDINANCE AND CITY COUNCIL POLICY REGARDING AFFORDABLE HOUSING UNIT DOCUMENTATION

Recommended Actions:

1. Find that the Ordinance is not subject to the requirements of the California Environmental Quality Act for the following reasons:
 - a) The ordinance is not a "project" within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in direct or indirect physical change in the environment.
 - b) The ordinance is exempt under Section 15061(b)(3), the general rule exemption, because it can be seen with certainty that there is no possibility that this code amendment will have a significant effect on the environment;
2. Introduce for first reading an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING CHAPTER 3.18 TO THE ALISO VIEJO MUNICIPAL CODE REGARDING AFFORDABLE HOUSING UNIT REPORTING AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; and
3. Adopt a City Council Policy regarding affordable housing unit documentation.

Fiscal Impact:

Indeterminate. Direct costs to the City will depend on the number of instances where households do not submit the required documentation and the direction provided by the City Council (as applicable) in each case regarding enforcement.

Background:

Southern California is experiencing a housing crisis, especially with regard to housing for very low and low income households (collectively “Low Income Households”). The City actively creates, increases, and preserves affordable housing opportunities by: (1) conditioning City entitlements for housing developments with a percentage of units affordable to Low Income Households; and (2) extending loans to qualifying Low Income Households to facilitate the purchase of a home (often referred to as an “affordable housing subsidy”).

These designated units are typically governed by an affordability covenant, resale restriction, or other agreement that restricts future tenants or purchasers to qualifying Low Income Households. They carry annual reporting requirements regarding household income and proof of occupancy. Most households comply with their reporting responsibility, but occasionally some do not.

Timely and accurate household information helps the City comply with State reporting obligations and ensures that the City’s affordable units remain occupied by qualifying households. Research by City staff determined that neither the Aliso Viejo Municipal Code (“Code”) nor any City Council policy specifically addresses affordable housing reporting requirements.

Discussion:

Attached for the Council’s consideration are an Ordinance (Attachment 1) and City Council policy (Attachment 2) governing the timely submission of affordable housing unit documentation. A brief overview of each item is provided below.

Ordinance

The Ordinance adds a new Chapter 3.18 to the Aliso Viejo Municipal Code requiring any person owning, occupying, or leasing property subject to an “Affordable Housing Agreement” to submit timely verification of income or occupancy required under their Affordable Housing Agreement. The Ordinance defines the term “Affordable Housing Agreement” broadly to cover “any City-executed agreement regulating the operation and maintenance of property that restricts the sale or occupancy thereof to specified households at a specified price or rent.” Examples would include an affordable housing resale restriction, affordability covenant, or housing agreement.

Staff recommends the City Council adopt this Ordinance as a means to both incentivize households to comply with reporting responsibilities and to provide City staff with an additional tool to ensure compliance. Violations of this new Chapter would be cite-able as misdemeanors.

City Council Policy

The Policy applies in instances where any person owning, occupying, or leasing property subject to an Affordable Housing Agreement¹ fails to submit required income or occupancy verification. In such cases, the Policy directs City staff to proceed as follows:

1. Initial Notice. Staff shall mail the household an initial delinquency notice (“Initial Notice”) via certified mail with return receipt requested. The Initial Notice shall specify the outstanding documentation and provide the household with 14 calendar days -- from the date of mailing -- to submit said documentation. Staff shall proceed to Step 2 below if the household does not timely submit the outstanding documentation.
2. Notice of Default. Staff shall mail the household a notice of default (“Default Notice”) in accordance with the procedures set forth in the operative Affordable Housing Agreement. Except to the extent that the Affordable Housing Agreement provides otherwise, the Default Notice shall be mailed via certified mail with return receipt requested and provide the household with 30 calendar days -- from the date of mailing -- to submit the outstanding documentation.
3. Referral to City Attorney’s Office. If the household does not timely submit the outstanding documentation after Steps 1 and 2 above, staff shall refer the matter to the City Attorney’s Office. The City Attorney’s Office shall analyze the matter and provide an overview to the City Council regarding the City’s enforcement options and opportunities to recover enforcement costs.² Such overview shall be provided at the next available City Council meeting. Enforcement options may include imposing fines (in accordance with the Ordinance), a lawsuit for specific performance, foreclosure, or any other available remedy provided in the Affordable Housing Agreement.

Staff recommends the City Council adopt this Policy as it will provide staff with an established framework and timeline for addressing violations of affordable housing reporting requirements.

Attachments:

1. Ordinance
2. City Council Policy

¹ The Ordinance and Policy have identical definitions for “Affordable Housing Agreement.”

² Enforcement cost recovery is primarily addressed contractually between the City and the household. For instance, the City’s Affordable Housing Resale Restriction (for a property on Playa Circle) provides that in the event that any action is instituted to enforce payment or performance under the restriction, the non-prevailing party is “responsible for and shall pay all costs and attorneys’ fees incurred” by the prevailing party in enforcing the restriction.

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA ADDING CHAPTER 3.18 TO THE ALISO VIEJO MUNICIPAL CODE REGARDING AFFORDABLE HOUSING UNIT REPORTING AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the Southern California region is experiencing a housing crisis, especially in providing housing affordable to very low and low income households (collectively “Low Income Households”); and

WHEREAS, the City of Aliso Viejo (“City”) actively creates, increases, and preserves affordable housing opportunities; and

WHEREAS, the City’s efforts in this sphere include: (1) conditioning City entitlements for housing developments with a percentage of units affordable to Low Income Households; and (2) extending loans to qualifying Low Income Households to facilitate the purchase of a home (often referred to as an “affordable housing subsidy”); and

WHEREAS, these designated units are typically governed by an affordability covenant, resale restriction, or other agreement that restricts future tenants or purchasers to qualifying Low Income Households and establishes annual reporting requirements regarding household income and/or proof of occupancy;¹ and

WHEREAS, most households comply with their reporting responsibility, but occasionally some do not; and

WHEREAS, timely and accurate household information helps the City comply with State reporting obligations and ensures that the City’s affordable units remain occupied by qualified households; and

WHEREAS, the Aliso Viejo Municipal Code (“Code”) does not currently regulate affordable housing reporting requirements; and

WHEREAS, this Ordinance adds a provision to the Code that requires households to submit any income or occupancy verification requested by the City in accordance with an affordable housing agreement (which is defined to include any City-executed resale restriction, affordability covenant, or housing agreement); and

WHEREAS, this Code amendment is intended to incentivize households to comply with their reporting responsibilities and to provide City staff with an additional tool for ensuring compliance with them;

¹ Common terms for these affordability covenants and resale restrictions range from 30 – 55 years.

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

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 finds that this Ordinance is not a “project” subject to the California Environmental Quality Act (“CEQA”). The Ordinance does not qualify as a project because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, § 15378, subd. (a).) The Ordinance simply regulates documentation that must be submitted to the City. In the alternative, the City Council finds that the Ordinance falls within the “common sense” exemption set forth in State CEQA Guidelines section 15061, subdivision (b)(3), which exempts activity from CEQA where “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” Here, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance merely regulates documentation that must be submitted to the City; it will not result in any development or in any new activity with the potential to impact the environment.

SECTION 3. Code Amendment. Chapter 3.18 (Reporting for Affordable Housing Units) is hereby added to the Aliso Viejo Municipal Code to read in its entirety as follows:

“3.18.010 Definitions

The following words shall have the meaning indicated when used in this chapter:

“Affordable Housing Agreement” means any effective, City-executed agreement regulating the operation and maintenance of property and restricting the sale or occupancy thereof to specified households at a specified price or rent. Examples include, but are not limited to an: affordable housing resale restriction, affordability covenant, or housing agreement.

“City” means the City of Aliso Viejo, California.

3.18.020 Reporting for Affordable Housing Units

It is unlawful for any person owning, occupying, or leasing property subject to an Affordable Housing Agreement to fail to submit any verification of income or occupancy requested by the City in accordance with the Affordable Housing Agreement.”

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.

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)

60367.01100\34884568.2



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	POLICY NO.	EFF. DATE	PAGE
ENFORCEMENT POLICY - AFFORDABLE HOUSING UNIT DOCUMENTATION	100-__		1 of 2

BACKGROUND

Southern California is experiencing a housing crisis, especially with regard to housing for very low and low income households (collectively “Low Income Households”). The City actively creates, increases, and preserves affordable housing opportunities by: (1) conditioning City entitlements for housing developments with a percentage of units affordable to Low Income Households; and (2) extending loans to qualifying Low Income Households to facilitate the purchase of a home (often referred to as an “affordable housing subsidy”).

These designated units are typically governed by an affordability covenant, resale restriction, or other agreement that restricts future tenants or purchasers to qualifying Low Income Households. They carry annual reporting requirements regarding household income and proof of occupancy. Most households comply with their reporting responsibility, but occasionally some do not.

Timely and accurate household information helps the City comply with State reporting obligations and ensures that the City’s affordable units remain occupied by qualified households.

PURPOSE

This Policy establishes procedures governing how the City will address instances where households do not comply with required reporting requirement. The City’s diligent attention to, and enforcement of, this requirement will facilitate the City’s compliance with State reporting obligations and ensure the City’s affordable units remain occupied by qualified households.

POLICY

If any person owning, occupying, or leasing property subject to an Affordable Housing Agreement¹ does not submit an income and/or occupancy verification requested by the City, then City staff shall proceed as follows:

1. Initial Notice. Staff shall mail the household an initial delinquency notice (“Initial Notice”) via certified mail with return receipt requested. The Initial Notice shall specify the outstanding documentation and provide the household with 14 calendar days—from the date of mailing—to

¹ For purposes of this Policy, the term “Affordable Housing Agreement” means any effective, City-executed agreement regulating the operation and maintenance of property and restricting the sale or occupancy thereof to specified households at a specified price or rent. Examples include, but are not limited to an: affordable housing resale restriction, affordability covenant, or housing agreement.



City of Aliso Viejo

COUNCIL POLICY

SUBJECT	POLICY NO.	EFF. DATE	PAGE
ENFORCEMENT POLICY - AFFORDABLE HOUSING UNIT DOCUMENTATION	100-__		2 of 2

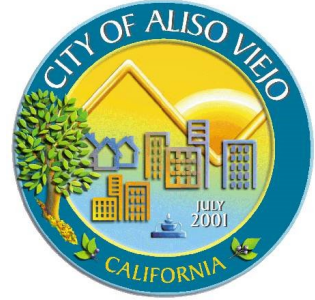
submit said documentation. Staff shall proceed to Step 2 below if the household does not timely submit the outstanding documentation.

2. Notice of Default. Staff shall mail the household a notice of default ("Default Notice") in accordance with the procedures set forth in the operative Affordable Housing Agreement. Except to the extent that the Affordable Housing Agreement provides otherwise, the Default Notice shall be mailed via certified mail with return receipt requested and provide the household with 30 calendar days—from the date of mailing—to submit the outstanding documentation.
3. Referral to City Attorney's Office. If the household does not timely submit the outstanding documentation after Steps 1 and 2 above, staff shall refer the matter to the City Attorney's Office. The City Attorney's Office shall analyze the matter and provide an overview to the City Council at its first available meeting regarding the City's enforcement options and opportunities to recover enforcement costs. Enforcement options may include, among other things, imposing fines, suing for specific performance, pursuing foreclosure, or any other available remedy provided in the Affordable Housing Agreement.

DRAFT

City of Aliso Viejo

AGENDA ITEM



DATE: April 20, 2022

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney
David Doyle, City Manager

SUBJECT: ORDINANCE REGARDING TRANSIENT LODGING OCCUPANT
REGISTRATION

Recommended Actions:

1. Find that the Ordinance is not subject to the requirements of the California Environmental Quality Act for the following reasons:
 - a) The Ordinance is not a "project" within the meaning of Section 15378 of the State CEQA Guidelines because it has no potential for resulting in direct or indirect physical change in the environment;
 - b) The Ordinance is exempt under Section 15061(b)(3), the general rule exemption, because it can be seen with certainty that there is no possibility that the code amendments therein will have a significant effect on the environment; and
2. Introduce for first reading an Ordinance entitled: ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA AMENDING CHAPTERS 3.06 AND 15.18 OF THE ALISO VIEJO MUNICIPAL CODE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Fiscal Impact:

The Ordinance will ensure that hotel occupants in the City retain their transient status and the City continues to receive transient occupancy tax ("TOT") revenue.

Background:

The City's General Plan and Zoning Ordinance make clear distinctions between residential and commercial zones. Residential zones are zones where long-term residency is appropriate based on the distinct nature of residential environs and the

availability of resident-serving infrastructure such as schools, parks, public safety, and community services. Conversely, commercial zones are zones where long-term residency is inappropriate based on the lack of services, the incompatibility of long-term residency with commercial environs, and the impairment of long-term residential occupation with the zoning's underlying goals of enhancing and preserving the City's tax base—particularly from sales tax and transient occupancy tax ("TOT").

Hotel uses and TOT are essential to the City's fiscal health and were subject to City incentives and negotiations memorialized in development agreements between the City and property owners/developers. Long-term residential uses in commercial zones creates land use incompatibilities and impairs the City's return on its fiscal investment made by entering into development agreements that contemplated hotels as the consideration given thereunder.

Section 3.06.020 of the Aliso Viejo Municipal Code ("AVMC") imposes a 10 percent TOT on each guest who occupies a hotel ¹ room for a period of 30 days or less. TOT is a general tax, the proceeds of which are deposited into the City's general fund. The general fund pays for essential services in the City, including but not limited to law enforcement, fire protection and street operations and maintenance.

Discussion:

Section 3.06.010 of the AVMC requires guests residing in a hotel longer than 30 days to re-register with the hotel at the expiration of the 30-day period. The proposed Ordinance (Attachment 1) builds on Section 3.06.010 by adding a new Section 3.06.045 (Transient Registration), amending Section 3.06.300 (Violations), and amending Table 15.18.020 (Nonresidential Districts). Collectively, these AVMC amendments will further strengthen the City's TOT framework by ensuring that hotel occupants retain their transient status and the City continues to receive TOT revenue. A brief overview of this Ordinance's AVMC amendments is provided below.

Chapter 3.06 – Transient Occupancy Tax

The Ordinance includes two amendments to Chapter 3.06 (Transient Occupancy Tax). The first amendment adds a new section 3.06.045, which is focused on hotel operators. The new section 3.06.045 will read as follows:

"Section 3.06.045 Transient Registration

It is unlawful for any operator of a hotel subject to the tax imposed by this chapter to register any person as an occupant for a period longer than 30 consecutive calendar days. Any person whose occupancy might otherwise exceed 30

¹ "Hotel" within the TOT context is defined broadly to include, among other things, "...any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house..." (See AVMC, Section 3.06.010).

consecutive calendar days shall be checked-out and re-registered by the operator every 30 days.”

The second amendment to Chapter 3.06 revises section 3.06.300's penalty provisions to include violations of the new section 3.06.045 (above). Upon adoption of this Ordinance, any violation of section 3.06.045 will be a misdemeanor, punishable by criminal fines corresponding to misdemeanor violations of the AVMC and civil fines equal to the tax that would have applied to the occupancy in excess of 30 days.

Chapter 15.18 – Nonresidential Districts

As noted above, this Ordinance also amends Table 15.18.020, which sets forth the permitted uses in the City's nonresidential zoning districts. Specifically, this Ordinance amends Table 15.18.020's transitory lodging use entries (e.g., hotels and motels) to specify that establishments that allow occupants to register for periods longer than 30 consecutive days are not permitted in any zoning district. Upon adoption of this Ordinance, these entries in Table 15.18.020 will read as follows:

“Table 15.18.020:

Permitted Uses in Nonresidential Districts

Land Use	CT Town Center Commercial	CC Community Commercial	CN Neighborhood Commercial	PO Professional Office	BP-1 Business Park – 1	BP-2 Business Park – 2
...						
Lodging Uses:						
Alcoholic beverage sales, for on- or off-premises consumption, subject to <u>AVMC 15.22.200</u>	<u>AUP</u>	<u>AUP</u>	<u>AUP</u>	<u>AUP</u>	<u>AUP</u>	<u>AUP</u>
Hotels and bed and breakfast inns ¹	C	NP	NP	C	C	C
Motels ¹	NP	NP	NP	NP	C	C
¹ Hotels, bed and breakfast inns, and motels that allow persons to register as occupants for periods longer than 30 consecutive calendar days are not permitted (NP) in any district.						
Office, Retail and Service Uses:						
...						

Staff recommends adopting this Ordinance, which will further strengthen the City's TOT framework by ensuring that hotel occupants retain their transient status and the City continues to receive TOT revenue. Adopting this Ordinance will also further the City's land use and fiscal goals by advancing the General Plan's land use goals of providing services and facilities for residential uses as well as its fiscal goals set forth above.

Public Notice:

This item was publicly noticed in accordance with California law and the City's normal agenda procedures.

Attachment:

1. Ordinance

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA AMENDING CHAPTERS 3.06 AND 15.18 OF THE ALISO VIEJO MUNICIPAL CODE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Aliso Viejo's ("City") General Plan and Zoning Ordinance make clear distinctions between: (1) residential zones -- where long-term residency is appropriate based on the distinct nature of residential environs and the availability of resident-serving infrastructure such as schools, parks, public safety, and community services and (2) commercial zones -- where long-term residency is inappropriate based on the lack of these services, the incompatibility of long-term residency with commercial environs, and the impairment of long-term residential occupation with the zoning's underlying goals of enhancing and preserving the City's tax base, particularly from sales tax and transient occupancy tax ("TOT"); and

WHEREAS, hotel uses and the TOT are essential to the City's fiscal health and were subject to City incentives and negotiations memorialized in development agreements between the City and property owners/developers; and

WHEREAS, long-term residential uses in commercial zones creates land use incompatibilities and impairs the City's return on its fiscal investment made by entering into development agreements that contemplated hotels as the consideration given thereunder; and

WHEREAS, in accordance with California Revenue and Taxation Section Code 7280 *et seq.*, Section 3.06.020 of the Aliso Viejo Municipal Code ("AVMC") imposes a 10 percent transient occupancy tax (i.e., TOT) on each guest who occupies a hotel ¹ room for a period of 30 days or less; and

WHEREAS, TOT is a general tax, the proceeds of which are deposited into the City of Aliso Viejo's ("City") general fund. The general fund pays for essential services in the City, including but not limited to law enforcement, fire protection and street operations and maintenance; and

WHEREAS, AVMC Section 3.06.010 requires guests residing in a hotel longer than 30 days to re-register with the hotel at the expiration of the 30 day period, thus maintaining their transient status; and

WHEREAS, this Ordinance furthers the City's land use and fiscal goals by advancing the General Plan's land use goals of providing services and facilities for residential uses as

¹ "Hotel" within the TOT context is defined broadly to include, among other things, "...any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house..." (See AVMC, Section 3.06.010).

well as its fiscal goals mentioned above by: (1) prohibiting hotel operators from registering any person as an occupant for a period longer than 30 consecutive calendar days; and (2) requiring hotel operators to check-out and re-register an occupant every 30 days; and

WHEREAS, the forging will ensure that hotel occupants retain their transient status and the City continues to receive TOT revenue; and

WHEREAS, Table 15.18.020 in AVMC Section 15.18.020 sets forth the permitted uses in the City's nonresidential zoning districts; and

WHEREAS, this Ordinance amends Table 15.18.020's transitory lodging use entries (e.g., hotels and motels) to specify that establishments that allow occupants to register for periods longer than 30 consecutive days are not permitted in any zoning district; and

WHEREAS, the City Council conducted a public hearing to consider the Ordinance in accordance with AVMC Chapter 15.78 and California Government Code Section 65854; and

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

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 that this Ordinance is not a "project" subject to the California Environmental Quality Act ("CEQA"). The Ordinance does not qualify as a project because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, § 15378, subd. (a).) It simply regulates occupant registration at transitory lodgings (e.g., hotels and motels). In the alternative, the City Council finds that the Ordinance falls within the "common sense" exemption set forth in State CEQA Guidelines section 15061, subdivision (b)(3), which exempts activity from CEQA where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Here, it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment because the Ordinance simply regulates occupant registration at transitory lodgings; it will not result in any development or in any new activity with the potential to impact the environment.

SECTION 3. Required Zoning Code Amendment Findings. In accordance with AVMC Section 15.78.050(E), after receiving public testimony, reviewing the evidence submitted by staff and discussing the Ordinance, the City Council hereby makes the following findings:

1. General Plan Consistency. This Ordinance's amendments to Zoning Code (Title 15) of the Aliso Viejo Municipal Code are consistent with the City's adopted General Plan for the reasons set forth below:

- A. General Plan Land Use Policy LU-1.6 provides, among other things, that the City should support development of hotel land uses as a means to increase City revenues. This Ordinance regulates such uses by prohibiting operators thereof from allowing any person to register as an occupant for a period longer than 30 consecutive calendar days. Complying with this requirement will ensure that guests' stays remain transient and do not circumvent the City's transient occupancy tax requirements. Collectively, this is intended to maximize the availability of hotel rooms for transient visitors and ensure that the City continues to receive transient occupancy tax revenue. For these reasons, this Ordinance is consistent with General Plan Land Use Policy LU-1.6.
- B. General Plan Implementation Program No. I-1, which directs the City to prepare, adopt, and implement a Zoning Ordinance consistent with State law to establish permitted densities, intensities, and uses within Aliso Viejo. This Ordinance amends the City's Zoning Code to clarify that the only hotels, motels, and bed and breakfast inns permitted in the City are those that do not allow any person to register as an occupant for a period longer than 30 consecutive calendar days. Complying with this requirement will ensure that these lodging uses collect and remit transient occupancy tax to the City in accordance with State law (see Revenue and Taxation Code Section 7280(a).) For these reasons, this Ordinance is consistent with General Plan Implementation Program No. I-1.

2. Public Welfare. The City Council hereby finds that this Ordinance's amendments to the Zoning Code (Title 15) will not create conditions materially detrimental to the public health, safety, and general welfare; the amendments simply regulate occupant registration at transitory lodgings.

SECTION 5. Code Amendment. Section 3.06.045 is hereby added to Title 3 (Transient Occupancy Tax) of the Aliso Viejo Municipal Code and shall read in its entirety as follows:

"3.06.045 Transient Registration

It is unlawful for any operator of a hotel subject to the tax imposed by this chapter to register any person as an occupant for a period longer than 30 consecutive calendar days. Any person whose occupancy might otherwise exceed 30 consecutive calendar days shall be checked-out and re-registered by the operator every 30 days."

SECTION 6. Code Amendment. Section 3.06.300 of Title 3 of the Aliso Viejo Municipal Code is hereby amended to read as follows (additions shown in underline and deletions shown in ~~strike through~~):

“3.06.300 Violations – Misdemeanor

A. Any operator or other person who:

1. Knowingly or willfully fails or refuses to remit taxes due under this chapter to the tax administrator prior to the time of delinquency as specified in AVMC 3.06.060 through 3.06.080;
2. Who willfully fails or refuses to register as required;
3. Who willfully fails to furnish any return required to be made;
4. Who fails or refuses to furnish a supplemental return or other data required by the tax administrator; ~~or~~
5. Who renders a false or fraudulent return; or ~~or claim is guilty of a misdemeanor.~~
6. Who fails to check-out and re-register occupants in accordance with AVMC 3.06.045 is guilty of a misdemeanor, punishable by criminal fines corresponding to misdemeanor violations of this code and civil fines equal to the tax that would have applied to the occupancy in excess of 30 days.

B. Any person required to make, render, sign or verify any report or claim who does so with the intent to defeat or evade the determination of any amount due under this chapter is guilty of a misdemeanor.”

SECTION 7. Code Amendment. The “Lodging Uses” rows in Table 15.18.020 of Section 15.18.020 of Title 15 (Zoning Code) of the Aliso Viejo Municipal Code are hereby amended to read as follows (additions shown in underline):

“Table 15.18.020:

Permitted Uses in Nonresidential Districts

Land Use	CT Town Center Commercial	CC Community Commercial	CN Neighborhood Commercial	PO Professional Office	BP-1 Business Park – 1	BP-2 Business Park – 2
...						
Lodging Uses:						
Alcoholic beverage sales, for on- or off-premises consumption, subject to AVMC 15.22.200	AUP	AUP	AUP	AUP	AUP	AUP
Hotels and bed and breakfast inns ¹	C	NP	NP	C	C	C
Motels ¹	NP	NP	NP	NP	C	C
¹ Hotels, bed and breakfast inns, and motels that allow persons to register as occupants for periods longer than 30 consecutive calendar days are not permitted (NP) in any district.						
Office, Retail and Service Uses:						
” ...						

SECTION 8. 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 9. Effective Date. This Ordinance shall take effect 30 days after its adoption.

SECTION 10. 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 11. 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.

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)