AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, JUNE 15, 2022
6:30 PM CLOSED 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 via GoToWebinar at https://attendee.gotowebinar.com/register/1596964097157751312

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/1596964097157751312. 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	SCOTT C. SMITH	MITZI ORTIZ
CITY MANAGER	CITY ATTORNEY	CITY CLERK

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

CALL TO ORDER: CONVENE SPECIAL MEETING

PUBLIC COMMENTS:

CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: 38 Colonial Way, Aliso Viejo, CA 92656 APN: 629-531-77
Agency Designated Negotiator(s): Mayor and City Manager
Negotiating Parties: City of Aliso Viejo, William Zapata and/or their authorized representatives
Under Negotiation: Price and terms of payment for potential sale

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1. FEATURED BUSINESS OF THE MONTH - GLAUKOS
Certificate of Recognition

1.2. TRUSTED PARTNER RECOGNITION - ALISO VIEJO CHAMBER OF COMMERCE
Certificate of Recognition

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:
Members of the public wishing to address the City Council can submit public comments 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/1596964097157751312. 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 June 1, 2022 Regular Meeting.
Draft Minutes - June 1, 2022 Regular Meeting

4.4. SECOND READING AND ADOPTION OF AN ORDINANCE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION
Recommended Action: Conduct second reading and adopt Ordinance entitled: 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.
Staff Report
Attachment 1 - Ordinance

4.5. SECOND READING AND ADOPTION OF AN ORDINANCE PROHIBITING UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO
Recommended Action: Conduct second reading and adopt Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING CHAPTER 8.36 (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER PROHIBITED) TO TITLE 8 (PUBLIC PEACE, MORALS AND WELFARE) OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO.
Staff Report
Attachment 1 - Ordinance

4.6. ACCOUNTS PAYABLE
Recommended Action: Ratify accounts payable checks and electronic funds transfers issued May 26, 2022, in the amount of $389,823.15.
Staff Report
Attachment 1 - Accounts Payable Report

4.7. PROFESSIONAL SERVICES AGREEMENT WITH MIKE LINARES, INC. FOR THE PREPARATION OF THE CITY'S CDBG CONSOLIDATED PLAN AND THE CDBG PROGRAM ADMINISTRATION FOR FY 2022/23 - 2024/25
Recommended Action: Approve and authorize the City Manager to execute a Professional Services Agreement with Mike Linares, Inc. for a three-year term (July 1, 2022 through June 30, 2025) with the ability to extend for an additional two years at the City Manager's discretion.
Staff Report
Attachment 1 - Agreement
Attachment 2 - Request for Proposals

4.8. PROFESSIONAL SERVICES AGREEMENT WITH BECKY CAHA, INDEPENDENT CONTRACTOR, FOR AFFORDABLE HOUSING IMPLEMENTATION SERVICES

Recommended Action: Approve and authorize the City Manager to execute a Professional Services Agreement (PSA) with Becky Caha, Independent Contractor, for Affordable Housing Implementation Services for a three-year term with the ability to extend for an additional two years at the City Manager's discretion.

Staff Report
Attachment 1 - Agreement
Attachment 2 - Request for Proposals

4.9. FISCAL YEAR 2022-23 PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING (SB 1)

Recommended Action: Adopt a Resolution of the City Council of the City of Aliso Viejo which adopts a list of projects for fiscal year 2022-23 funded by SB 1: The Road Repair and Accountability Act of 2017.

Staff Report
Attachment 1 - Resolution

4.10. RENEWED MEASURE M ELIGIBILITY

Recommended Action:

1. Adopt a 7-year Capital Improvements Program (CIP) for Street Projects; and
2. Adopt a Resolution of the City Council of the City of Aliso Viejo concerning the status of the Pavement Management Plan.

Staff Report
Attachment 1 - 7-Year CIP
Attachment 2 - Resolution
Attachment 3 - Pavement Management Plan

4.11. BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE

Recommended Action: Direct staff to review the City's Conflict of Interest Code for updates and submit its findings to Council by October 1, 2022.

Staff Report

4.12. AGREEMENT FOR FY 2022-23 LAW ENFORCEMENT SERVICES

Recommended Action: Approve and authorize the City Manager to execute the agreement with the County of Orange for FY 2022-23 law enforcement services.

Staff Report
Attachment 1 - Agreement
Attachment 2 - Cost Spreadsheet

5. PUBLIC HEARINGS:

5.1. REQUEST TO APPROVE PLANNING APPLICATION PA21-027 (CUP) FOR A CONDITIONAL USE PERMIT TO ESTABLISH AN AUTOMOTIVE REPAIR FACILITY (TESLA COLLISION CENTER) AT 41 COLUMBIA

Recommended Action:

1. Open and conduct a public hearing;
2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
3. Adopt a Resolution approving Planning Application PA21-027 (CUP) for a conditional use permit to establish an automotive repair facility at 41 Columbia.

Staff Report
Attachment 1 - Resolution
Attachment 2 - Project Description Letter
Attachment 3 - Project Plans
Attachment 4 - Presentation

5.2. MASTER FEE SCHEDULE

Recommended Action:

1. Conduct a public hearing;
2. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) and Section 15273(a)(1) of Title 14 of the California Code of Regulations;
3. Adopt a Resolution establishing and amending user fees for various City services including credit card processing, electric vehicle charging, and hourly rentals at Iglesia Park Community Center; and
4. Authorize the City Manager, or his/her designee, to adjust fees on an annual basis using inflationary indexes.

Staff Report
Attachment 1 - Resolution
Attachment 2 - Fees and Calculations

6. DISCUSSION:

6.1. PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2022-23

Recommended Action:

1. Adopt a Resolution adopting the Annual Budget for Fiscal Year 2022-23; and
2. Adopt a Resolution approving updated Salary Schedules, including cost of living adjustments and the addition of a new full-time classification.

Staff Report
Attachment 1 - Budget Resolution
Attachment 2 - Proposed Budget
Attachment 3 - CIP List
Attachment 4 - Salary Schedule Resolution
Attachment 5 - Salary Schedule
Attachment 6 - GANN Calculation
Attachment 7 - Budget Presentation

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

Adjourn to July 20, 2022. The regularly scheduled City Council meeting of July 6, 2022 has been cancelled.

Certificate of Recognition

Presented to

GLAUKOS

Aliso Viejo
Business of the Month
June 2022

Presented this 15th day of June, 2022

Ross Chun, Mayor

Certificate of Recognition

Presented to

ALISO VIEJO CHAMBER OF COMMERCE

Trusted Partner Supporting the City of Aliso Viejo

June 2022

Presented this 15th day of June, 2022

Ross Chun, Mayor

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 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 theCOVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the BrownAct 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 ofthe 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 asof 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 presentimminent 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 threatof 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 areincorporated 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 ofemergency related to COVID-19 is currently in effect; (2) state and local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Council authorizes staff to conduct remote teleconference meetings of the Council under the provisions of Government Code Section 54953(e).

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

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

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

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

ATTEST:

Mitzi Ortiz, MMC
City Clerk

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

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

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

NOES: None

ABSENT: None

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
June 1, 2022, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

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

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

ROLL CALL:

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

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
GEORGE BUELL, INTERIM COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. SCOTT MERRILL, CHIEF OF POLICE SERVICES

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

1. SPECIAL PRESENTATIONS:

None.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

Mayor Chun requested the addition of an item to authorize the use of City letterhead for correspondence expressing condolences to the family of Dr. John Cheng.

Motion: Councilmember Munzing moved and Mayor Pro Tem Hurt seconded to approve the addition of the item as Consent Calendar Item 4.13. Motion carried 5-0.

3. COMMUNITY INPUT:

1. Gary Alldredge expressed concerns regarding e-bike safety and regulations.
2. Erik Hansen expressed concerns regarding e-bike safety and public outreach.
3. Lesa Lockridge expressed concerns regarding park safety and lighting.
4. April Palmer indicated interest in an update on Aliso Viejo Town Center revitalization.

4. CONSENT CALENDAR:

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

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

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

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

4.3. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the May 4, 2022 Regular Meeting.

4.4. ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued April 28, 2022, in the amount of $390,592.35; and
2. Ratify accounts payable checks and electronic funds transfers issued May 12, 2022, in the amount of $1,256,184.36.

4.5. TREASURER'S STATEMENT – MARCH 2022

Recommended Action: Approve March 2022 Treasurer's Statement.

4.6. AUTHORIZED OFFICERS FOR LOCAL AGENCY INVESTMENT FUND (LAIF)

Recommended Action: Adopt Resolution No. 2022-09 to update the City employees authorized to order the deposit or withdrawal of monies in the Local Agency Fund (LAIF) and rescinding Resolution No. 2006-027.

4.7. PROFESSIONAL SERVICES AGREEMENT WITH ROGERS, ANDERSON, MALODY & SCOTT, LLP FOR AUDITING SERVICES

Recommended Action:
1. Approve the agreement with Rogers, Anderson, Malody & Scott, LLP for auditing services; and
2. Authorize the City Manager to execute the agreement for an amount not to exceed $36,000.

4.8. AQUATIC CENTER MANAGEMENT SERVICES AGREEMENT WITH PREMIER AQUATIC SERVICES

Recommended Action: Approve and authorize the City Manager to execute the Aquatic Center Management Services Agreement with Premier Aquatic Services.

4.9. CONTRACT WITH ALL AMERICAN ASPHALT FOR THE FY 22-23 SLURRY SEAL AND REHABILITATION PROJECT

Recommended Action:
1. Approve Contract Documents, Specifications, and Plans for the FY 22-23 Slurry Seal and Rehabilitation Project;
2. Award a contract in the amount of $1,362,775.83 to All American Asphalt as the lowest responsible bidder for the FY 22-23 Slurry Seal and Rehabilitation Project;
3. Authorize the City Manager to execute a contract with All American Asphalt;
4. Authorize City staff to make total compensation to All American Asphalt up to $1,362,775.83 plus $136,277.58 (10% of the contract amount) to allow for contingencies, totaling $1,499,053.41; 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).

4.10. THREE-YEAR AGREEMENT WITH NV5, INC. FOR CONSTRUCTION INSPECTION SERVICES

Recommended Action:
1. Approve a 3-year agreement with NV5, Inc. to perform construction inspection services; and

2. Authorize the City Manager to execute a professional services agreement with NV5, Inc. for an amount of approximately $100,000 annually not to exceed $300,000 over the 3-year term of the agreement.

4.11. AGREEMENTS WITH RICHARD FISHER ASSOCIATES AND RJM DESIGN GROUP, INC. FOR LANDSCAPE ARCHITECTURE AND INSPECTION SERVICES

Recommended Action:

1. Approve an agreement with Richard Fisher Associates to perform landscape architecture and inspection services for an amount not to exceed $300,000;
2. Approve an agreement with RJM Design Group, Inc. to perform landscape architecture and inspection services for an amount not to exceed $100,000; and
3. Authorize the City Manager to execute professional services agreements with Richard Fisher Associates and RJM Design Group, Inc.

4.12. GENERAL MUNICIPAL ELECTION – NOVEMBER 8, 2022

Recommended Action:

1. Adopt Resolution No. 2022-10 calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2022, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities and for the submission to the voters a question relating to establishing term limits for Members of the City Council;
2. Adopt Resolution No. 2022-11 requesting the Orange County Board of Supervisors to consolidate a General Municipal Election to be held on Tuesday, November 8, 2022, with the Statewide General Election to be held on the date pursuant to § 10403 of the Elections Code; and
3. Adopt Resolution No. 2022-12 adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 8, 2022.

4.13 REQUEST TO AUTHORIZE USE OF CITY LETTERHEAD

Mayor Chun provided an overview. Councilmembers commented on the matter.

Recommended Action: Authorize the use of City letterhead for correspondence expressing condolences to the family of Dr. John Cheng.

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

5. PUBLIC HEARINGS:

5.1. ORDINANCE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION

City Manager David Doyle introduced City Attorney Scott Smith, who provided an overview. Mayor Chun opened the public hearing and the following persons provided comment:

1. Lynn Mohrfeld (California Hotel/Lodging Association) expressed concern with the absence of short-term rentals in the proposed ordinance.

There were no other comments. Mayor Chun closed the public hearing. Staff responded to questions regarding short-term rentals. Councilmembers commented on the matter.

Recommended Action:

1. Open the public hearing, take any public testimony, and close the public hearing;
2. 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
3. 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.

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

6. DISCUSSION:

6.1. ORDINANCE PROHIBITING UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO

City Manager David Doyle introduced Chief of Police Services Scott Merrill, who provided an overview. Staff responded to questions regarding etching, and theft prevention efforts. Councilmembers commented on the matter.

Recommended Action: Introduce an Ordinance for first reading, entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING CHAPTER 8.36 (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER PROHIBITED) TO TITLE 8 (PUBLIC PEACE, MORALS AND WELFARE) OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO.

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

6.2. DRAFT ANNUAL BUDGET FOR FY 2022-23

City Manager David Doyle introduced Financial Services Director Ann Eifert, who provided an overview. Staff responded to questions regarding unallocated General Fund Reserves, investment revenue, unfunded pension liability, public safety costs, property tax revenue, animal control services. Councilmembers commented on the matter.

Recommended Action:
1. Review the draft FY 2022-23 Annual Budget;
2. Authorize Cost of Living adjustment (4.3%) effective July 1, 2022 ($123,615); and
3. Provide any additional direction to staff regarding the draft FY 2022-23 Budget.

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

7. CITY MANAGER' S REPORT:

City Manager David Doyle reported on school safety efforts; announced Summer Camp registration and scholarship opportunities; Certified Farmers' Market held from 8:00 a.m. to 1:00 p.m. on Saturdays at Aliso Viejo Town Center; and Furry Friends Pet Fair to be held from 8:00 a.m. to 12:00 p.m. on August 6, 2022 at Aliso Viejo Ranch;

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Ackley:
- Commented on school safety

Councilmember Harrington: None

Councilmember Munzing:
- Commented on school safety

Mayor Pro Tem Hurt:
- Commented on school safety
- Attended Soka University Public Policy student presentations

Mayor Chun:
- Attended Red Cross Sound the Alarm Event on May 21, 2022
- Attended Aliso Niguel High School PTSA Meeting
- Attended Capistrano Unified School District Vocational Webinar

- Presented at Don Juan Avila Middle School on Asian American Pacific Islander Month
- Attended Aliso Viejo Ranch Historic Site Dedication Ceremony and Reception Honoring Bill Phillips
- Attended OCFA Best and Bravest Awards Dinner
- Attended American Red Cross OC Heroes Luncheon
- Attended Aliso Niguel High School Senior Awards Night
- Attended Southern California Edison Asian American Pacific Islander Month Celebration
- Attended OCFA Board of Directors Meeting
- Interviewed by Japanese newspaper publication Seikyo Shimbun
- Attended memorial service for Dr. John Cheng
- Attended Annual Memorial Day Observance at El Toro Memorial Park
- Attended OCFA Human Resources Committee Meeting
- Attended OCFA Security Committee Meeting
- Attended Boys & Girls Club of Laguna Beach Community Partners Breakfast

9. **ADJOURNMENT:** Mayor Chun adjourned the meeting at 8:52 p.m. to the regularly scheduled meeting of June 15, 2022.

Respectfully submitted:

_____
MITZI ORTIZ, MMC
CITY CLERK

Approved by:

_____
ROSS CHUN
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE REGARDING TRANSIENT LODGING OCCUPANT REGISTRATION

Recommended Action:

Conduct second reading and adopt Ordinance entitled:

> 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.

Discussion:

On June 1, 2022, the City Council approved the introduction and first reading of the subject Ordinance by a 5-0 vote. If adopted, the Ordinance will take effect 30 days after adoption.

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 foregoing 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, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO ORDAINS 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 ~~strikethrough~~):

"**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.

_____
Ross Chun
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 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 ____ day of _____, 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 _____, 2022 and that the Summary of the Ordinance was published on _____ and _____ in the Laguna Niguel News.

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE PROHIBITING UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO

Recommended Action:

Conduct second reading and adopt Ordinance entitled:

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING CHAPTER 8.36 (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER PROHIBITED) TO TITLE 8 (PUBLIC PEACE, MORALS AND WELFARE) OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO.

Discussion:

On June 1, 2022, the City Council approved the introduction and first reading of the subject Ordinance by a 5-0 vote. If adopted, the Ordinance will take effect 30 days after adoption.

Attachment:

1. Ordinance

ORDINANCE NO. 2022-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING CHAPTER 8.36 (UNLAWFUL POSSESSION OF A CATALYTIC CONVERTER PROHIBITED) TO TITLE 8 (PUBLIC PEACE, MORALS AND WELFARE) OF THE ALISO VIEJO MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY OF ALISO VIEJO

WHEREAS, citizens nationwide have experienced rising rates of catalytic converter thefts, numbering approximately 65,000 in 2021; and

WHEREAS, citizens statewide have experienced rising rates of catalytic converter thefts, numbering approximately 18,000 in 2021; and

WHEREAS, citizens countywide have experienced rising rates of catalytic converter thefts, numbering approximately 2,000 in 2021; and

WHEREAS, the citizens of Aliso Viejo have experienced catalytic converter thefts from automobiles over the past several years; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Aliso Viejo to define and punish catalytic converter thefts absent an identifiable victim; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Aliso Viejo requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters, thus limiting law enforcement's ability to (1) protect the public by preventing catalytic converter thefts and (2) seize suspected stolen catalytic converters when no victim is present; and

WHEREAS, catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including, but not limited to: (1) the ease and undetectable nature of committing such thefts, potentially in a matter of seconds and through the use of common tools such as a reciprocating saw; (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from $200 to $1,200 per catalytic converter; and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified; and

WHEREAS, preventing these crimes at present is nearly impossible due to the ease and speed with which catalytic converter thefts can be committed and the difficulty of tracing a particular catalytic converter back to its prior owner (the victim), because catalytic converters typically have no identifying markers; and

WHEREAS, the citizens of Aliso Viejo and the Orange County Sheriff's Department are in need of legislation criminalizing mere possession of catalytic converters absent proof of ownership or lawful possession, for multiple reasons including, but not limited to: (1) achieving deterrence by establishing zero-tolerance for catalytic converter thefts; (2) establishing sanctions for possessing stolen catalytic converters; (3) preventing criminals from profiting from the sale and recycling of stolen catalytic converters; (4) providing indirect justice to the victims of catalytic converter theft cases that have gone or will go unsolved for the reasons discussed above; and (5) minimizing the fiscal and personnel impact on the City of Aliso Viejo and the Orange County Sheriff's Department by reducing the time invested in deterring and investigating catalytic converter thefts; and

WHEREAS, individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences in the form of costly repairs, inconvenience, and feelings of a lack of safety in the community; and

WHEREAS, this Ordinance is necessary to provide the City of Aliso Viejo and the Orange County Sheriff's Department clear legal authority to better protect the public and deter this criminal activity.

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

SECTION 1. **Recitals**. The above recitals are true and correct and incorporated herein.

SECTION 2. **CEQA**. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) 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 criminalizes the possession of catalytic converters; it will not result in any development or in any new activity with the potential to impact the environment. City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. **Code Amendment**. Chapter 8.36 is hereby added to Title 8 (Public Peace, Morals and Welfare) of the Aliso Viejo Municipal Code and shall read in its entirety as follows:

"**Chapter 8.36 (Unlawful Possession of a Catalytic Converter Prohibited) of Title 8 (Public Peace, Morals and Welfare)**

8.36.010 Unlawful possession of a catalytic converter prohibited.

A. It shall be unlawful to possess any catalytic converter that is not attached to a vehicle, unless the possessor has valid documentation or other proof to verify that they are in lawful possession of the catalytic converter.

B. It is unlawful for any person to falsify or cause to be falsified any information in any documentation or other proof intended to show valid proof of ownership or possession of a catalytic converter.

8.36.020 Definitions

A. For purposes of this section, “lawful possession” includes (1) being the lawful owner of the catalytic converter or (2) in possession of the catalytic converter with the lawful owner’s written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a “lawful possession.”

B. For purposes of this section, “documentation or other proof” means written document(s) that clearly identify the vehicle from which the catalytic converter originated based on the totality of the circumstances, and includes, but is not limited to, the following types of documents:

1. Bill of sale from the original owner with the signature of the vehicle owner authorizing removal of the catalytic converter, as well as the name, address, and telephone number of the vehicle owner.

2. Documentation from an auto-body shop or similar business proving that the owner relinquished the catalytic converter to the auto-body shop or similar business.

3. Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.

4. Photographs of the vehicle from which the catalytic converter originated clearly showing the license plate number and vehicle identification number (VIN) of the car from which the catalytic converter was removed.

8.36.030 Violations – Misdemeanor

A. Each and every violation of this section shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Aliso Viejo Municipal Code. Each and every catalytic converter unlawfully possessed is a separate violation of this section.

B. It is unlawful and a misdemeanor subject to punishment in accordance with Chapter 1.06 of Title 1 of this Code, for any person to violate any provision of this section.

C. The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law."

SECTION 4. **Severability**. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, 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, Suite 100, Aliso Viejo, California 92656. The City Clerk is the custodian of the record of proceedings.

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

_____
Ross Chun
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 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:

_____
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 _____, 2022, and that the Summary of the Ordinance was published on _____, 2022 and _____, 2022 in the Laguna Niguel News.

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Action(s):

Ratify accounts payable checks and electronic funds transfers issued May 26, 2022, in the amount of $389,823.15.

Fiscal Impact:

Expenditures in the amount of $389,823.15.

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 May 26, 2022, for $389,823.15 is being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been audited and deemed accurate by the Director of Financial Services.

Attachment(s):

1. Accounts Payable Report

Accounts Payable

05/26/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
UNITED OF OMAHA LIFE INSURANCE CO.	JUN'22 LIFE INSURANCE	1,320.28
CALPERS HEALTH	JUN'22 CALPERS HEALTH PREMIUM	26,026.85
CALPERS HEALTH	JUN'22-COUNCIL-CALPERS HEALTH PREMIUM	3,247.69
RJM DESIGN GROUP INC	APR'22 ENG 2247/SUMMIT IV 15-25 ENT- PLANCHECK	1,801.20
VISTA POINTE RIDGE HOA	ENG 5063-DEPOSIT REFUND-VISTA POINTE RIDGE	2,658.54
CHARLES ABBOTT ASSOC INC	MAR'22 CAA ENG 5046 NX UTILITIES	413.99
CHARLES ABBOTT ASSOC INC	MAR'22 CAA ENG 5004 MNWD	476.56
CHARLES ABBOTT ASSOC INC	MAR'22 CAA ENG 5049 COX UTILITY	530.26
CHARLES ABBOTT ASSOC INC	MAR'22 CAA ENG 5002 AT&T	771.28
CHARLES ABBOTT ASSOC INC	MAR'22 CAA ENG 5003 COX	337.44
CHARLES ABBOTT ASSOC INC	MAR'22 CAA ENG 5005 SCE - SADDLEBACK	1,145.94
CHARLES ABBOTT ASSOC INC	MAR'22 CAA-7 COMPUTER STATIONS LEASE CREDIT	(350.00)
CHOICE BUILDER	JUN'22 DENTAL INSURANCE	2,263.10
CHOICE BUILDER	JUN'22 VISION INRUANCE	356.34
DEPT OF CONSERVATION	JAN-MAR'22 SEISMIC MAPPING FEES	214.29
DIVISION OF THE STATE ARCHITECT	JAN-MAR'22 CASP FEES	104.40
CA BUILDING STANDARDS COMMISSION	JAN-MAR'22 CA BLDG STANDARD ADMIN FEES	326.70
SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY	MAR'22 SAN JOAQUIN ROAD FEES ADJ	985.11
MARK ROSS	P#22-0197-BLDG PERMIT REFUND-M.ROSS	38.38
MARK ROSS	P#22-0197-DUPLICATE ISSUANCE FEE REFUND-M.ROSS	20.60
PACIFIC TUSK BUILDERS	P#21-1567 C&D REFUND/DOVE ST-PACIFIC TUSK BUILDERS	500.00
PACIFIC TUSK BUILDERS	P#21-1566-C&D REFUND/DOVE ST-PACIFIC TUSK BUILDERS	500.00
BIENEK ROOFING	P#22-0461-C&D REFUND/18 SPICEWOOD-BIENEK ROOFING	500.00
		44,188.95
CITY MANAGER		
CALPERS HEALTH	JUN'22-PG-HEALTH PREMIUM	149.00
	CITY MANAGER TOTAL:	**149.00**
HUMAN RESOURCES		
SMARTHIRE, A DIVISION OF KROUT & SCHNEIDER, INC	4/7 FIN DIR BACKGROUND CHECK	122.50
	HUMAN RESOURCES TOTAL:	**122.50**
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	APR'22 PN-OUTDOOR DINNING/SLURRY SEAL/SB9 HOUSING	1,763.44
	CITY CLERK TOTAL:	**1,763.44**
FINANCE		
CALPERS HEALTH	JUN'22 CALPERS ADMIN FEE	69.30
CALPERS HEALTH	JUN'22 CALPERS ADMIN FEE	8.12
GARDAWORLD	MAY'22-CH-CASH COURIER SERVICE PO#5560	435.50
PARS	MAR'22 PARS REP FEES	300.00
CHOICE BUILDER	JUN'22 ADMIN FEE	35.00
US BANK N.A. - CUSTODY	APR'22 CUSTODIAN CHARGES	135.50
OPENGOV, INC	3/29/22-3/28/2023-OPENGOV BUDGET BOOK	5,143.00
US BANK N.A. - CUSTODY	OCT'21 CUSTODIAN CHARGES	146.00
	FINANCE TOTAL:	**6,272.42**
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	5/10-6/9/22 ACCT#0202-CH-TV/CABLE & INSTALLATION	384.99
COX COMMUNICATIONS, INC	5/6-6/5/22 ACCT #8802-CH-INTERNET	1,500.00
US BANK PURCHASING CARD PROGRAM	IA-EOC YOUTUBE SUBSCRIPTION	64.99
US BANK PURCHASING CARD PROGRAM	IA-IT SUPPLIES/MOUSE-AMAZON	28.81
US BANK PURCHASING CARD PROGRAM	IA- APR'22-WAITWHILE SUB-FRONT COUNTER	159.00
STORMWIND LLC	IA/RC/HN-IT CLASSES-STORMWIND	4,770.00
GOTO COMMUNICATIONS	MAY'22 CH GOTO VOIP SERVICE & SUPPORT	1,847.86
LUNAVI, INC	FEB'22 OFFSITE BACKUP STORAGE SERVICE-ZERTO	2,648.44
LUNAVI, INC	MAY'22 OFFSITE BACKUP STORAGE SERVICE-ZERTO	1,349.57
	INFORMATION TECHNOLOGY TOTAL:	**12,753.66**

Vendor Name	Description (Item)	Amount
NON-DEPARTMENTAL		
DS SERVICES OF AMERICA, INC	4/14 CH BOTTLED WATER SRV	82.35
J&M TROPHIES INC	PLATES &BADGES-LMENDOZA/P.RAIMONDI/V.GREEN/T.KIRBY	60.61
PEAK LIGHTING & ELECTRIC INC	MAY'22 -VP-LIGHTING MAINTENANCE	105.51
NIEVES LANDSCAPE INC	MAY'22 VISTA PARK WESTERIA PLANTING SRV	41.97
FEDERAL EXPRESS	4/26/22 MM/RC/RH-COUNCIL MEMBER MAIL-FEDEX	29.40
VOYAGER FLEET SYSTEMS INC	APR'22 CITY CAR FUEL	206.95
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR#2206 VISTA PARK WATER SERVICE	787.04
QUADIENT FINANCE USA, INC	QUADIENT POSTAGE THROUGH 5/13/22	500.00
ALISO VIEJO SELF STORAGE	JUN'22 RENTAL STORAGE UNIT #535	430.00
	NON-DEPARTMENTAL TOTAL:	**2,243.83**
C. S. ADMINISTRATION		
CALPERS HEALTH	JUN'22-DP-HEALTH PREMIUM	149.00
CALPERS HEALTH	JUN'22-HW-HEALTH PREMIUM	149.00
ALLIANT INSURANCE SERVICES INC	5/19 HONORING OUR HISTORY-SPECIAL EVT INSURANCE	259.00
SOLINK INC	5/19 HONORING OUR HISTORY EVENT CARDS	77.04
WESTAMERICA COMMUNICATIONS INC	23,500 SUMMER CLASS 2022 BROCHURE PRINTING	22,071.00
CABCO YELLOW INC	APR'22 SMP GEN FUND 41TRIPS-TRANSPORTATION SRV	123.00
	C. S. ADMINISTRATION TOTAL:	**22,828.04**
IGLESIA PARK		
EL TORO WATER DISTRICT	4/11-5/10/22 MTR #3499 IGLESIA PARK WATER SRV	1,348.07
EL TORO WATER DISTRICT	4/11-5/10/22 MTR #4114 IGLESIA PARK WATER SRV	1,164.58
SO CAL EDISON	APR'22 ACCT#7997 IGLESIA PARK ELECTRICITY	172.11
	IGLESIA PARK TOTAL:	**2,684.76**
IGLESIA BUILDING		
TEAM ONE MANAGEMENT SERVICES	MAY'22 IPCC-JANITORIAL SERVICE PO#5502	861.00
SONITROL ORANGE COUNTY LLC	JUN'22-IPCC-ACCESS CONTROL SERVICE	99.22
EL TORO WATER DISTRICT	4/11-5/10/22 MTR#1850 IGLESIA BLDG WATER SRV	238.02
PROTECTION ONE ALARM MONITORING INC	5/17-6/16/22 IPCC- ALARM MONITORING SERVICE	4.50
PROTECTION ONE ALARM MONITORING INC	5/17-6/16/22 IPCC- ALARM MONITORING SERVICE	50.00
SO CAL EDISON	APR'22 ACCT#7997 IGLESIA BUILDING ELECTRICITY	788.30
	IGLESIA BUILDING TOTAL:	**2,041.04**
PLANNING		
UNITED OF OMAHA LIFE INSURANCE CO.	MAY'22-JL ADJ-LIFE INSURANCE	(62.49)
UNITED OF OMAHA LIFE INSURANCE CO.	MAY'22-OD ADJ-LIFE INSURANCE	(96.16)
CALPERS HEALTH	JUN'22-MF-HEALTH PREMIUM	149.00
BRIAN JAMES CORNELIUS	4/21-5/1/22 AVTC PROFESSIONAL CONSULTANT SERVICES	4,554.00
CHOICE BUILDER	MAY'22-OD ADJ- DENTAL INSURANCE	(151.96)
CHOICE BUILDER	MAY'22-OD ADJ-VISION INSURANCE	(15.03)
	PLANNING TOTAL:	**4,377.36**
BUILDING		
CHARLES ABBOTT ASSOC INC	MAR'22 CAA BUILDING SERVICES	45,888.34
CHARLES ABBOTT ASSOC INC	MAR'22 CAA BUILDING SRV-PERMIT TECH	638.70
	BUILDING TOTAL:	**46,527.04**
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	MAR'22 CAA CODE ENFORCEMENT	8,661.76
	CODE ENFORCEMENT TOTAL:	**8,661.76**
ENGINEERING (GENERAL)		
RICHARD FISHER ASSOCIATES	APR'22 ON CALL LANDSCAPE & ARCHITECTURAL SERVICES	4,763.75
CHARLES ABBOTT ASSOC INC	MAR'22 CAA NPDES COSTS	28,112.86
CHARLES ABBOTT ASSOC INC	MAR'22 CAA SOLID WASTE	2,617.69
COUNTY OF ORANGE	FY21-22-35 PLAYA CIR #934-537-42-PROPERTY TAX	1,962.48
BUREAU VERITAS TECHNICAL ASSESSMENTS LLC	FACILITIES ASSESSMENT-FINAL PAYMENT	2,192.89
	ENGINEERING (GENERAL) TOTAL:	**39,649.67**
STREET MAINTENANCE		
CHARLES ABBOTT ASSOC INC	MAR'22 CAA STREET MAINTENANCE	25,612.91
	STREET MAINTENANCE TOTAL:	**25,612.91**
LAW ENFORCEMENT-OTHER		
J&M TROPHIES INC	AV BRASS PLATE-DEPUTY PEREYRA'S TILE PLAQUE	17.24
ALL CITY MANAGEMENT SERVICES	4/17-4/30/22-460 HRS-SCHOOL CROSSING GUARD SRV	11,651.80
VOYAGER FLEET SYSTEMS INC	APR'22 MOTORCYCLE FUEL & CAR WASHES	524.90
	LAW ENFORCEMENT-OTHER TOTAL:	**12,193.94**

Vendor Name	Description (Item)	Amount
ANIMAL CONTROL		
CITY OF MISSION VIEJO	APR-JUN'22 ANIMAL CARE SERVICES	94,058.87
	ANIMAL CONTROL TOTAL:	**94,058.87**
	GENERAL FUND TOTAL:	**326,129.19**
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
TEAM ONE MANAGEMENT SERVICES	MAY'22 CH-JANITORIAL SERVICE PO#5502	2,856.00
SONITROL ORANGE COUNTY LLC	JUN'22 CH -ACCESS CONTROL SERVICE	552.74
SONITROL ORANGE COUNTY LLC	JUN'22 CH-INTRUSION DECTECTION	196.51
CTJAMJT CORP.	MAY'22 CH- PEST CONTROL SERVICE	100.00
PEAK LIGHTING & ELECTRIC INC	MAY'22-CH-LIGHTING MAINTENANCE	105.99
SOUTH COAST AIR QUALITY MGMT DIST	FY21-22 CITY HALL AQMD TOXIC HOT SPOTS PROGRAM	143.88
FOSTERS' GARDENS INC	MAY'22 CH- PLANT MAINTENANCE	115.00
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR#8510 CITY HALL WATER SRV	160.25
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR#6010 CITY HALL WATER SRV	127.55
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR#7051 CITY HALL WATER SRV	326.44
SEMACONNECT INC	APR'22 CH CHARGING STATION UPGRADE	4,545.10
	NON-DEPARTMENTAL TOTAL:	**9,229.46**
	GEN. FD-CITY HALL TOTAL:	**9,229.46**
103 - GF-AV RECREATION SERVICES		
JOLIE WEGNER	REFUND-BABY BOOMER BOUNCE RSP152 CLASS-J.WEGNER	25.00
		25.00
RECREATION SERVICES		
PRESS-TIGE ENTERPRISES INC	5/18 AVR TABLE CLOTH CLEANING SERVICE	350.78
GARDAWORLD	MAY'22-AVR-CASH COURIER SERVICE PO#5560	435.49
SUNBELT RENTALS, IN	4/14/22 AV RANCH SCISSOR LIFT RENTAL	507.69
SONITROL ORANGE COUNTY LLC	JUN'22 AV & AQ CTR- ACCESS CONTROL SERVICE	113.56
SONITROL ORANGE COUNTY LLC	JUN'22-AVR-ACCESS CONTROL SERVICE	485.78
CTJAMJT CORP.	MAY'22 AV RANCH PEST CONTROL SERVICE	95.00
CTJAMJT CORP.	MAY'22 AV RANCH PEST CONTROL SERVICE	300.00
HEVI LITE, INC	MAY'22 AV RANCH LED INTERAL COMPONENTS	1,238.40
PEAK LIGHTING & ELECTRIC INC	MAY'22 -AVR-LIGHTING MAINTENANCE	240.00
PEAK LIGHTING & ELECTRIC INC	MAY'22 -AVR-LIGHTING MAINTENANCE	9.03
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	MAY'22 AV RANCH LAMP HEAD ASSEMBLY SRV	215.84
BREAKTHROUGH SPORTS LLC	SPRING2022-RSP069 BASKETBALL-8 PARTICIPANTS	331.20
CAROLYN LONG	SPRING2022-RSP101 YOGA-3 PARTCIPANTS	124.20
FITNESS WITH FLAVOR LLC	SPRING2022-RSP096/098 HIP HOP-7 PARTICIPANTS	254.40
JOHN DAVID ALLEN JR	SPRING2022-RSP076/021 TENNIS-10 PARTICIPANTS	252.00
CAROLYN WOJCIECHOWSKI	SPRING2022-RSP089/091/113/115 LINE DANCE-41 PART	834.00
WADORYU USA INC	SPRING2022-RSO064 KARATE-1 PARTICIPANT	42.00
BETTER LIFE HEALTH INC	SPRING2022-RSP118 SENIOR CARDIO-2PARTICIPANTS	108.00
FOSTERS' GARDENS INC	MAY'22 AVR- PLANT MAINTENANCE	110.00
FEDERAL EXPRESS	5/3/22-J.BALDASTI/HEVILITE-FEDEX CHARGES	11.93
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR #0819 AV RANCH WATER SRV	182.66
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR#5356 AV RANCH WATER SRV	326.44
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR#7892/6534 AV RANCH WATER SRV	564.45
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR #0973 AV RANCH WATER SERVICE	83.09
SO CAL EDISON	APR'22 ACCT#4551 THE FARM ELECTRICITY	760.86
SO CAL EDISON	APR'22 ACCT#6247 AV RANCH ELECTRICITY	2,380.58
SO CAL EDISON	APR'22 ACCT#6247 AV RANCH TRACKED CHARGES	764.82
GOTO COMMUNICATIONS	MAY'22 AVR GOTO VOIP SERVICE & SUPPORT	8.07
GOTO COMMUNICATIONS	MAY'22 AVR GOTO VOIP SERVICE & SUPPORT	670.00
	RECREATION SERVICES TOTAL:	**11,800.27**
	GF-AV RECREATION SERVICES TOTAL:	**11,825.27**
203 - GAS TAX		
TRAFFIC ENGINEERING		
HARTZOG & CRABILL INC	APR'22 TRAFFIC SIGNAL MONITORING	1,000.00
	TRAFFIC ENGINEERING TOTAL:	**1,000.00**

Vendor Name	Description (Item)	Amount
STREET MAINTENANCE		
BEAR ELECTRICAL SOLUTIONS INC	APR'22 TRAFFIC SIGNAL MONITORING-ROUTINE	3,162.60
R F DICKSON CO INC	APR'22 STREET SWEEPING SERVICES	8,668.66
EL TORO WATER DISTRICT	4/11-5/10/22 MTR #5675 CALLE CORTEZ WATER SERVICE	87.13
SO CAL EDISON	APR'22 STREET LIGHTS TC1 ELECTRICITY	3,270.03
	STREET MAINTENANCE TOTAL:	**15,188.42**
	GAS TAX TOTAL:	**16,188.42**

204 - MEASURE M

GEN-MEASURE M		
CABCO YELLOW INC	APR'22 SMP M2FUND 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	APR-JUN'22 800MHZ COST ALLOCATION	4,056.00
	LAW ENFORCEMENT-OTHER TOTAL:	**4,056.00**
	PUBLIC SAFETY GRANTS TOTAL:	**4,056.00**

241 - TECHNOLOGY FUND

GEN-TECHNOLOGY GRANTS		
ERIC WINTER	APR'22 CC MTGS & AV SITE VISITS	628.00
	GEN-TECHNOLOGY GRANTS TOTAL:	**628.00**
	TECHNOLOGY FUND TOTAL:	**628.00**

251 - FEDERAL GRANTS

GEN-FEDERAL GRANT		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011526584-4/7 ADPTN 22-23 AAP FOR CDBG PH	1,746.40
FAIR HOUSING FOUNDATION	JAN-MAR'22 FAIR HOUSING FOUNDATION SERVICES	1,056.45
FAIR HOUSING FOUNDATION	JUL-SEP'21 FAIR HOUSING FOUNDATION SERVICES	827.00
FAIR HOUSING FOUNDATION	OCT-DEC'21 FAIR HOUSING FOUNDATION SERVICES	987.74
	GEN-FEDERAL GRANT TOTAL:	**4,617.59**
	FEDERAL GRANTS TOTAL:	**4,617.59**

261 - CITY FAC.-AQUATIC CENTER

GEN-AQUATIC CENTER		
GARDAWORLD	MAY'22-AQ CTR-CASH COURIER SERVICE PO#5560	435.49
PREMIER AQUATIC SERVICES	AQ CTR-3/4 BREAKROOM SUPPLIES-AMAZON	38.71
PREMIER AQUATIC SERVICES	AQ CTR-3/4 SWIM LESSON EQUIP CLASSROOM BOXES	54.41
PREMIER AQUATIC SERVICES	AQ CTR-3/4 HOLIDAY DECORATIONS/SHAMROCKS-AMAZON	19.96
PREMIER AQUATIC SERVICES	AQ CTR-3/15 HOLIDAY PROMOTION SUPPLIES-AMAZON	29.07
PREMIER AQUATIC SERVICES	AQ CTR-3/5SWIM LESSON LEVEL GRADUATION REWARD TOYS	103.89
PEAK LIGHTING & ELECTRIC INC	MAY'22-AQ CTR-LIGHTING MAINTENANCE	143.97
PREMIER AQUATIC SERVICES	AQ CTR-POWDER COAT FOR UMBRELLA STANDS-REIMB	1,086.12
SMART LEVELS MAILING & PRINTING INC	AQ CTR-UPDATED SPRING & SUMMER HOURS SIGNS	213.34
TEAM ONE MANAGEMENT SERVICES	MAY'22 AQ CTR-JANITORIAL SERVICE PO#5502	1,239.00
MAGIC JUMP RENTALS ORANGE COUNTY LLC	AQ CTR-4/10 BOUNCE HOUSE RENTAL SRV	180.45
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR #6054 AQ CTR WATER SERVICE	502.67
MOULTON NIGUEL WATER DIST	4/18-5/16/22 MTR#2996 AQ CTR WATER SRV	226.69
STGSD, INC	AQ CTR-RETAIL KICKBOARDS	175.88
FINIS, INC	AQ CTR-REPLACEMENT PARTS FOR SWIM PLATFORMS	101.60
	GEN-AQUATIC CENTER TOTAL:	**4,551.25**
	CITY FAC.-AQUATIC CENTER TOTAL:	**4,551.25**

311 - STREET IMPROVEMENTS

TRAFFICE SAFETY		
HARTZOG & CRABILL INC	APRIL 2022 #130 ALISO CREEK SIGNAL SYNC	1,425.00
	TRAFFICE SAFETY TOTAL:	**1,425.00**
	STREET IMPROVEMENTS TOTAL:	**1,425.00**

Vendor Name	Description (Item)	Amount
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
THIRTIETH STREET ARCHITECTS INC	12/1/21-4/14/22 #049 RANCH AS-BUILTS FOR MNWD	4,160.00
TOVEY/SCHULTZ CONSTRUCTION, INC	#049 AV RANCH STREAM ROCKBED EDGING	5,990.97
	CAPITAL IMPROVEMENTS TOTAL:	**10,150.97**
	CAPITAL IMPROVEMENTS TOTAL:	**10,150.97**
332 - STORM WATER		
DRAINAGE IMPROVEMENTS		
SIERRA ANALYTICAL LABS INC	MAY'22 #091 DAIRY FORK WETLAND WQ MONITORING	530.00
	DRAINAGE IMPROVEMENTS TOTAL:	**530.00**
	STORM WATER TOTAL:	**530.00**
	GRAND TOTAL:	**389,823.15**

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: George Buell, Interim Community Development Director
Rose Rivera, Senior Planner

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH MIKE LINARES, INC. FOR THE PREPARATION OF THE CITY'S CDBG CONSOLIDATED PLAN AND THE CDBG PROGRAM ADMINISTRATION

Recommended Action:

Approve and authorize the City Manager to execute a Professional Services Agreement with Mike Linares, Inc. ("Consultant") for a three-year term (July 1, 2022 through June 30, 2025) with the ability to extend for an additional two years at the City Manager's discretion.

Fiscal Impact:

The Consultant is paid based on actual hours performing services. Funding for the subject services is in the General Fund and reimbursed by HUD. Accordingly, staff is requesting approval from the City Council for a three-year agreement (July 1, 2022 - June 30, 2025) with Mike Linares at a cost not to exceed $27,500 a year, with the exception of FY 2022-23. A 5-year Consolidated Plan as required by HUD will be prepared in FY 2022-23 which would bring the administration cost to not to exceed $50,000. The City has allocated a total of $43,400 for program administration for FY 2022-23, so the remaining $6,600 would be absorbed by the General Fund.

Discussion:

In 2017, the Consultant assisted the city with the transition from being a Participating Community under the County of Orange CDBG Program to an Entitlement City that undertakes its own program administration responsibilities through the preparation of the necessary documentation needed to become an entitlement city.

The Consultant prepared a Consolidated Plan to establish a multi-year strategy for the use of CDBG funds to address community needs. The adopted Consolidated Plan covers July 1, 2018, through June 30, 2023, and identifies an array of goals and activities that can be implemented over the five-year period. Additionally, the Consultant prepares each fiscal year's Annual Action Plan, which establishes a framework for that specific year's

CDBG expenditure plan. The Consultant also provides guidance to City staff, prepares necessary environmental documents for each year's projects, monitors project activities and expenditures, and serves as a primary contact for HUD.

At the conclusion of the five-year agreement in June 2022, staff prepared a Request for Proposals (RFP) (Attachment 2) in May 2022 and sent it to three (3) prospective consultants.

Staff received one (1) proposal, and it was from Mike Linares. In the proposal, Mike Linares committed to providing the same services he provided in the previous agreement (FY 2017- FY 2022) at a rate of $27,500 per year.

In conclusion, staff have been very pleased with Mike Linares's work and request that the Council approve a new agreement with Mike Linares, Inc., to continue the excellent services provided to the City.

Attachments:

1. Agreement

2. Request for Proposals

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATIVE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **MIKE LINARES, LLC**, a **CALIFORNIA CORPORATION**, with its principal place of business at **P.O. BOX 3913, SAN CLEMENTE, CA 92672** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATIVE** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATIVE** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM IN THE CITY OF ALISO VIEJO** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATIVE** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **JULY 1, 2022** to **JUNE 30, 2025**, unless earlier terminated as provided herein. The City Manager shall have the

unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms.***] Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services.

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

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

and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

(1) Additional Insured: The City of Aliso Viejo, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of

suits or claims arising out of the performance of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWENTY-SEVEN THOUSAND FIVE HUNDRED** DOLLARS annually for a total compensation of (**$27,500**) ("Total Compensation") without written approval of City's **COMMUNITY DEVELOPMENT DIRECTOR**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771,

1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

MIKE LINARES, INC.
P.O. BOX 3913
SAN CLEMENTE, CA 92672
(714) 608-7263

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **COMMUNITY DEVELOPMENT DIRECTOR**

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers,

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

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

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

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

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

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

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

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND MIKE LINARES, INC.

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

CITY OF ALISO VIEJO

Approved:

By:_____
David Doyle
City Manager

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____
Ann Eifert
Director of Financial Services

MIKE LINARES, INC.

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by the applicant and all of applicants employees, including any employee(s) that applicant intends to assign to perform the work or services described in Agreement dated _____. If none, please state so:

NONE

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

San Clemente CA	May 29, 2022
City, State	Date
Mike Linares, Inc.	Mike Linares
Name of Business	Print Name
Signature	

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

Mike Linares, Inc.

Name of Business

Mike Linares

Print Name

Signature

May 29, 2022

Date

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

I, Mike Linares, the President
(President, Secretary, Manager, Owner or Representative)

of Mike Linares, Inc.
(Name of Company or Corporation or Owner), certify that I have read and understand the insurance requirements set forth in the Request for Proposals for the CDBG Administration Services and the Agreement form included therein, and accept such requirements as specified.

Firm: Mike Linares
Name (Please Print or Type)

By: 
Signature

Date: May 29, 2022

This executed form must be submitted with the Proposal.

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Work

Mike Linares has reviewed the City's Scope of Work and is prepared to undertake all of the listed duties with two exceptions:

Under the direction of City staff, Mike Linares, Inc. will provide CDBG Administration Services, including but not limited to the following:

1. Provide general CDBG program administration services and technical support under the direction of the Community Development Director.
2. Assist with the developing, implementing, and administering of eligible CDBG programs under the direction of the Community Development Director.
3. Provide a schedule for all HUD requirements to ensure all programs are in place.
4. Prepare and submit reports and plans on an annual basis for the CDBG program, including:
   A. Year 1 (FY22-23): FY21-22 Consolidated Annual Performance Report (CAPER) and the 2023-2027 Consolidated Plan, including the FY23-24 Annual Action Plan (AAP)
   B. Year 2 (FY23-24): FY22-23 CAPER and FY24-25 AAP
   C. Year 3 (FY24-25): FY23-24 CAPER and FY25-26 AAP
5. Provide annual service-provider on-site monitoring.
6. Assist with preparing agendas, staff reports, and recommendations for City Council and other special meetings.
7. Review applications and projects for compliance with the National Environmental Protection Act (NEPA).
8. Assist City Staff in maintaining information on the Integrated Disbursement and Information System (IDIS) and assisting with the voucher/draw-down requests.
9. Represent the City at various agency and organization meetings. Attend meetings of the City Council, City staff, public officials, community leaders, developers, contractors, and the general public as requested by City staff.
10. Facilitate communication between the City of Aliso Viejo and HUD.
11. Generate monthly status reports as necessary or requested.
12. Prepare and implement all public outreach programs and public participation under the CDBG program.
13. Coordinate or facilitate finance-related requirements between the City of Aliso Viejo and HUD.
14. Assist City staff in helping to ensure public works projects using CDBG funds comply with HUD regulations (Note: Mike Linares does not provide federal labor standards compliance services).
15. Provide general program administration and CDBG technical support.

- Annual Action Plan: The Annual Action Plan is the yearly expenditure plan for using CDBG funds. To undertake this process, the consultant will work closely with City staff to determine which projects and programs will be funded with CDBG.
- IDIS Set-up/Uploading: Upon completion and approval of the ConPlan by the Aliso Viejo City Council, Mike Linares, Inc. will set-up and upload the ConPlan and Annual Action Plan in IDIS; this will complete the initial stage of the process. HUD's CPD Representative assigned to the City will review the submitted ConPlan and may request additional information or modifications or approve the document.

EXHIBIT "B"

SCHEDULE OF SERVICES

CDBG Administration: With respect to program implementation, it is important to note that the administration of the CDBG programs is cyclical. At certain times of the grant cycle, extra time and resources are required to complete tasks (e.g., coordinating the annual public service grant allocation process and preparing the Action Plan and CAPER). Below is an outline of the typical implementation schedule for a HUD program year.

MONTH	CDBG -PROGRAM RELATED TASK
July	▪ Start of Program Year – Setup CDBG activities in IDIS ▪ Begin to collect & report data for the year-end report ▪ Prepare public service grant agreements and related materials ▪ Prepare NEPA reviews
August	▪ Collect and report program data for the year-end report ▪ Coordinate year-end financial data with City Finance Department ▪ Prepare draft CAPER
September	▪ Coordinate public review of CAPER ▪ Final CAPER ▪ Submit CAPER to HUD
October	▪ Prepare new grant year CDBG application
November	▪ Solicit housing and non-housing programs/projects for CDBG funds ▪ Distribute CDBG funding applications to sub-recipients & City departments
December	▪ Receive & review funding requests
January	▪ Prepare draft CDBG expenditure plan ▪ Mid-year budget reviews and adjustments
February	▪ Hold required public review/meetings for the proposed use of HUD funds ▪ Draft annual Action Plan

MONTH	CDBG -PROGRAM RELATED TASK
March	▪ Draft annual Action Plan ▪ Committee/Commission meetings
April	▪ Committee/Commission meetings ▪ Assist with preparation of agenda report for City Council Action Plan approval
May	▪ Submit Action Plan to HUD ▪ Prepare grant agreements for the new program year ▪ Monitor subrecipients
June	▪ Closeout program year ▪ Prepare grant agreements for the new program year ▪ Monitor subrecipients ▪ Prepare for year-end reporting
Ongoing	▪ Prepare various HUD-related quarterly, semi-annual and annual reports

Mike Linares' approach is to make sure the steps outlined above are implemented in a timely manner with the assistance and support of City staff and sub-recipients early in the program implementation process to ensure efficient and effective utilization of CDBG resources.

Consolidated Plan Preparation: Several steps will be necessary to initiate and complete the process:

- Citizen Participation: A significant portion of the Con Plan is dedicated to outlining the actions the City will take to obtain the input of residents and stakeholders during the preparation of the ConPlan. Community meetings, community surveys, focus groups, and public hearings are examples of actions utilized by communities. In consultation with City staff, Mike Linares, Inc. will identify existing data sources that can be utilized to prepare this section of the ConPlan.
- Research and Analysis: The ConPlan content and format are dictated mainly by HUD's eConPlan template; however, additional data collection and analysis are required to complete the template. Mike Linares, Inc. will utilize existing data sources to augment data provided by HUD to complete applicable ConPlan narratives and tables.
- Strategic Annual Plan: The Strategic Plan portion of the ConPlan establishes program and multi-year goals to address priority housing and community needs. The Strategic Plan will establish the general categories of programs and activities the City will undertake to meet priority needs. Mike Linares, Inc. will prepare applicable sections of the ConPlan in consultation with City staff to complete strategic five-year and annual activity goals.

EXHIBIT "C"

COMPENSATION

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

Cost Proposal

Mike Linares, Inc's proposed cost for CDBG program administrative services is based on an average of six hours per week or approximately 250 hours per year. At an hourly rate of $110.00, a not to exceed contract amount of $27,500 is proposed. This amount includes a flat rate to prepare the Annual Action Plan ($7,500) and the CAPER ($8,500). All rates are subject to an annual revision (at a time fitting for the City's budget preparation process). The adjustment will be based on the Consumer Price Index (CPI) published by the U.S. Department of Labor Statistics.

The proposed cost for the preparation of the 2023-2027 Consolidate is summarized below:

2023-2027 CONSOLIDATED PLAN PREPARATION TASKS	COSTS
DOCUMENT PREPARATION TASKS	
• Review/Revise Citizen Participation Plan & Prepare Applicable Section of the Consolidated Plan	$2,500
• Prepare Housing Market Analysis	$5,750
• Prepare Housing & Community Needs Assessments	$5,750
• Prepare Strategic Plan	$6,000
• Meeting(s) & Public Hearing(s)	$1,500
• Prepare Annual Action Plan *	$5,000
SUB-TOTAL	**$26,500**
CON PLAN RELATED TASKS	
• HUD Required Revisions	NA
• Obtain/Prepare /Analyze Community Needs (i.e., community survey, existing data sources, etc.) **	$3,000
• Reprographics & Miscellaneous Expenses (cost +10%) **	$500
SUB-TOTAL	**$3,500**
NOT TO EXCEED FIXED PRICE	**$30,000**

* Preparation of the FY 23-24 Annual Action Plan is included as a cost of preparing the Consolidated Plan and will not be billed as an annual program administration cost for FY 23-24. General FY 23-24 CDBG program administration will be billed at the agreed-to hourly rate for hours dedicated to regular program administration – approximately $12,500.

** If needed and with prior staff approval.

CITY OF ALISO VIEJO



REQUEST FOR PROPOSALS
FOR:
PROFESSIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION SERVICES

COMMUNITY DEVELOPMENT DEPARTMENT
12 Journey, Suite 100
Aliso Viejo, CA 92656

Issued
May 12, 2022

May 12, 2022

SUBJECT: REQUEST FOR PROPOSALS
PROFESSIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION SERVICES

The City of Aliso Viejo is requesting proposals to provide Community Development Block Grant (CDBG) administration services.

A detailed Request for Proposals is attached for your reference and information. Proposals are due on or before 5:00 p.m. Thursday, May 26, 2022.

Any questions regarding the Request for Proposal should be directed to me. I can be reached at RRivera@avcity.org or (949) 425-2528.

Thank you for your interest, and I look forward to receiving your submittal.

Sincerely,

Rose Rivera
Senior Planner

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

The City of Aliso Viejo ("City") is requesting proposals ("Proposals") from qualified consultants ("Respondents") for:

PROFESSIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION SERVICES. The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of Respondent to perform the work or provide the services described in this Request for Proposals ("RFP"). The Proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this project.

1. INTRODUCTION

1.1 About the City

The City of Aliso Viejo was incorporated July 1, 2001, as a general law city which, operates under the council/manager form of government. The City encompasses approximately seven (7) square miles; serves an approximate population of 50,000 people and is located in southern Orange County.

The City provides municipal services primarily through contracts for police and fire services, public works, engineering, building, code enforcement, recreation, and legal services. The City's fiscal year begins on July 1 and ends on June 30.

The City became an entitlement city in 2017. The City is anticipated to receive $217,000 for the 2022-2023 program year. The City typically allocates funding for service providers, and capital improvement projects and administration.

1.2 Project Description

The City of Aliso Viejo is interested in contracting with an experienced professional company for Community Development Block Grant (CDBG) administration services.

It is the intent of the City to contract for the services presented herein for an initial term of three (3) years. The City of Aliso Viejo reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms to both the City and the selected firm.

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

1.3 City Contact for this RFP

The principal contact for the City regarding this RFP will be:

Rose Rivera, Senior Planner
12 Journey, Suite 100
Aliso Viejo, CA 92656
(949) 425-2528
rrivera@avcity.org

CONTACT WITH CITY PERSONNEL OTHER THAN THE ABOVE REGARDING THIS RFP MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

1.4 No Deviations from the RFP

In submitting a Proposal, Respondent is certifying that it takes no exceptions to this RFP including, but not limited to the Agreement attached hereto as Attachment "3." Respondent is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

2. PROPOSAL SCHEDULE

The estimated schedule for this RFP is as follows:

1.	RFP Release	May 12, 2022
2.	Questions Regarding this RFP Due By	May 20, 2022
3.	Due Date for Proposals (by 5:00 p.m.)	May 26, 2022
4.	Anticipated Final Selection	June 1, 2022
5.	Project Start	July 1, 2022

3. SCOPE OF REQUIRED SERVICES

3.1 Scope of Work

A detailed Scope of Work is attached hereto as Attachment "1". The Respondent will be expected to fulfill, at a minimum, the services and technical requirements described in the attached Scope of Work. Upon final selection, the Scope of Work may be modified and refined during negotiations with the City.

4. PROPOSAL REQUIREMENTS

4.1 Proposal Content

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The content and sequence of the information contained in each copy of the Proposal shall be as follows:

4.1.1 Table of Contents

Include a clear identification of the material by section and by page number.

4.1.2 Summary Sheet

Include a fully-completed copy of the Summary Sheet included with this RFP (Attachment 2, "Required Forms").

4.1.3 Cover Letter

Identify Respondent's legal name and contact information. Summarize key elements of the Proposal. The letter must stipulate that the cost proposal will remain valid for a

period of at least 180 days. The letter shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

4.1.4 Personnel.

Identify the names and specific qualifications, experience, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project. Include a resume for all primary staff. Identify any subconsultants which Respondent proposes to use for any portion of the services.

Respondent shall also identify a Management Contact (Representative authorized to sign an agreement for your firm) and a Project Manager (person responsible for day-to-day management of the project). The successful Respondent may only change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

4.1.5 Project Approach

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project. Include a statement affirming your firm's capacity to perform all work throughout the contract term. Submit a project schedule if applicable.

4.1.6 Scope of Work

Provide a detailed scope of services which reflects the Scope of Services described in this RFP. Proposals must address all items set forth in Section 3 "Scope of Required Services." Additional information which, in your opinion, should be included must be clearly identified.

4.1.7 Experience

(a) List of representative projects undertaken by Respondent in the last 5 years demonstrating experience in each category of the project. Identify the names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

(b) Identify all previous and current contracts with the City. Include a contact name, description of services, and dates of services performed.

(c) List all public agencies (not to include the City) for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

4.1.8 Additional Forms

The following forms are included in Attachment "2" Required Forms:

(a) Respondent must submit the attached "Acknowledgment of Insurance Requirements" form acknowledging that it has reviewed the insurance requirements

and will provide such insurance. The applicable insurance requirements are set forth in the standard agreement form, attached hereto as Attachment “3”.

(b) Respondent must submit a Declaration of Political Contributions, signed under penalty of perjury, regarding disclosure of political contributions to City officials.

(c) Respondent must submit the acknowledgement for the Fraud Policy.

4.1.9 Cost Proposal

Include a detailed cost proposal for each phase of work inclusive of all hourly rates, anticipated travel, and other incidental costs and charges. The cost proposal shall be submitted in a separate, sealed envelope, which shall be marked "Cost Proposal” and state Respondents name. If requested, the successful Respondent may be required to submit an electronic copy of the cost proposal in MS Word, Excel or other format acceptable to the City.

4.2 Proposal Format

One (1) electronic pdf version emailed to Rose Rivera, rrivera@avcity.org.

Proposals shall be organized in the order presented above. Proposals must include page numbers for all pages in the Proposal.

5. SUBMITTAL INSTRUCTIONS

Proposals should be emailed to the email address above no later than 5:00 p.m. on the date indicated in Section 2. If a hard copy submittal is preferred, two (2) hard copies of the proposal must be received at City Hall no later than 5:00 p.m. on the date indicated in Section 2. Proposals received in the mail after 5:00 p.m. on the date indicated in Section 2, regardless of the date of their postmarks, will be rejected.

Proposals will be received at the following address:

City of Aliso Viejo
Rose Rivera, Senior Planner
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: Community Development Block Grant (CDBG) Implementation Services

If hand delivered, address as above and deliver to the City Clerk receptionist on the first floor of City Hall.

The envelope should clearly indicate "Proposal for Community Development Block Grant (CDBG) Implementation Services " and Respondent's name and address shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Respondent, e.g. Envelope 1 of 3, as required.

6. EVALUATION

6.1 Evaluation Criteria.

A Selection Committee will evaluate and rank the proposals. Proposals will be evaluated according to the following criteria:

Ability, capacity and skill of Respondent to perform the services

Ability to meet time requirements

Character, integrity and reputation

City's previous experience with the vendor

Sufficiency of financial resources needed to perform the required services

Reasonableness of Cost Proposal

6.2 Respondent Presentations/Interviews

The City may, at its discretion, invite a shortlist of Respondents to participate in a panel interview to be held at City. The City may require that Respondents prepare a presentation as part of the interview. No Respondent shall be entitled to or otherwise guaranteed an interview.

6.3 Award of Contract

If awarded, the contract will be awarded on the basis of the evaluation criteria set forth herein. The City reserves the right to reject all Proposals and to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

If selected, Respondent will be expected to execute a contract with the City in substantially the same form as the Agreement attached hereto as Attachment "3."

6.4 Protests

Protests based on the content of the RFP shall be submitted to the City no later than ten (10) calendar days prior to the scheduled Proposal submittal deadline. Any respondent protesting the recommended award on any ground not based upon the content of RFP must file a protest with the City within three (3) calendar days after the issuance of a notice of recommendation for award. Any protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Respondent for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

7. REQUESTS FOR CLARIFICATIONS

All questions, interpretations or clarifications, either administrative or technical must be requested in writing and directed to the City contact listed in Section 1.3, above.

All written questions will be answered in writing and conveyed to all firms. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 5:00 p.m. local time on the date identified in Section 1.2, Proposal Schedule.

8. GENERAL PROVISIONS

8.1 Respondent is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. The City reserves the right to reject any or all Proposals or to select the Proposal most advantageous to the City. The City reserves the right to verify all information submitted in the Proposal. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Respondents or to allow corrections of errors or omissions.

8.2 Amendments to RFP. The City reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.

8.3 No Commitment to Award. Issuance of this RFP and receipt of Proposals does not commit the City to award a contract. The City expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all Proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.

8.4 Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if the City receives the amendment prior to the deadline stated herein for receiving Proposals.

8.5 Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

8.6 Late Proposals. The City will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City.

8.7 Costs for Preparing. The City will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the City. The City will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

8.8 Alternative Proposals. Only one final Proposal is to be submitted by each Respondent. Multiple Proposals will result in rejection of all Proposals submitted by the Respondent.

8.9 Public Documents; Confidential Information.

Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful Respondent have completed negotiations and entered into the Agreement or City has rejected all Proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal.

If a Respondent desires to exclude a portion of its Proposal from disclosure under the California Public Records Act, the Respondent must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Respondent submits trade secret information, the Respondent must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary” (“Proprietary Information”), the City will provide Respondents who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Respondent shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Respondent shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the Proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

Attachment 1 – Scope of Work

Under the direction of City staff, provide typical Community Development Block Grant Administration Services including but not limited to the following:

1. Provide general CDBG program administration services and technical support under the direction of the Community Development Director.
2. Develop, implement and administer eligible CDBG programs under the direction of the Community Development Director.
3. Provide a schedule for all HUD requirements to ensure all programs are in place.
4. Prepare and submit Reports and Plans on an annual basis for the CDBG program, including:
   A. Year 1 (FY22/23) – FY21/22 Consolidated Annual Performance Report (CAPER), FY23/24 Action Plan (AP), and 2023-2027 Consolidated Plan and Regional Analysis of Impediments to Fair Housing
   B. Year 2 (FY23/24) – FY22/23 CAPER, FY24/25 AP
   C. Year 3 (FY24/25) – FY23/24 CAPER, FY25/26 AP,
5. Provide annual service-provider on-site monitoring.
6. Assist in the preparation of agendas, staff reports and recommendations for City Council and other special meetings.
7. Review applications and projects for compliance with the National Environmental Protection Act (NEPA) and the California Environmental Quality Act (CEQA).
8. Assist City Staff in maintaining information on the Integrated Disbursement and Information System (IDIS) and assisting with the voucher/draw-down requests.
9. Represent the City at various agency and organization meetings. Attend meetings of the City Council, City staff, public officials, community leaders, developers, contractors and the general public as directed.
10. Facilitate communication between the City of Aliso Viejo and HUD.
11. Generate monthly status reports if necessary.
12. Prepare and implement all public outreach programs and public participation under the CDBG program.
13. Coordinate all finance-related requirements between the City of Aliso Viejo and HUD.
14. Ensure public works projects using CDBG funds comply with HUD regulations.
15. Provide general program administration and CDBG technical support.

OTHER SERVICES

The consultant is permitted and encouraged to include within their proposal any other alternatives or optional services deemed viable for implementation by the City.

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

Attachment 2 – Required Forms

CITY OF ALISO VIEJO

SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Aliso Viejo and auditing services required for this Request for Proposals):

Name:_____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for managing the audit at the client site and preparation of the audit work papers):

Name:_____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

_____

_____ _____ _____

Signature Print Name Title

This executed form must be submitted with the Proposal.

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 the applicant and all of applicants employees, including any employee(s) that applicant intends to assign to perform the work or services described in Agreement dated _____. If none, please state so:

_____

_____

_____

_____

_____

_____

_____

_____

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

_____ _____

City, State Date

_____ _____

Name of Business Print Name

_____

Signature

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

_____ _____

Name of Business Print Name

_____

Signature

_____

Date

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

I,_____, the _____
(President, Secretary, Manager, Owner or Representative)

of _____, certify that I have
(Name of Company or Corporation or Owner)

read and understand the insurance requirements set forth in the Request for Proposals for the [INSERT PROJECT NAME/NUMBER] and the Agreement form included therein, and accept such requirements as specified.

Firm: _____
Name (Please Print or Type)

By: _____
Signature

Date: _____

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

Attachment 3 – Agreement Form

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATION SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **[INSERT NAME OF COMPANY]**, a **[INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional Community Development Block Grant (CDBG) administration services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional Community Development Block Grant (CDBG) administration services to public clients, is licensed in the State of California, and is familiar with the plans of City.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Community Development Block Grant (CDBG) administration services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2022** to **June 30, 20, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services.

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

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

(c) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

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

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

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

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

(e) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability

Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

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

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

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

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

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

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

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

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

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

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day

written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be

responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

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

3.3 Fees and Payments.

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

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

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

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **[INSERT NAME & DEPARTMENT]**

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

3.5.3 Ownership of Materials and Confidentiality.

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

the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

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

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

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

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

3.5.7 Indemnification.

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

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

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

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

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

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

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

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND [INSERT NAME]

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

CITY OF ALISO VIEJO

Approved:

By:_____
David Doyle
City Manager

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____
Gina Tharani
Director of Financial Services

[INSERT NAME OF CONSULTANT]

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

_____

_____

_____

_____

_____

_____

_____

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

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

Name of Business	Print Name
Signature	
Date	

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

EXHIBIT "C"

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

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

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: George Buell, Interim Community Development Director
Rose Rivera, Senior Planner

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH BECKY CAHA, INDEPENDENT CONTRACTOR, FOR AFFORDABLE HOUSING IMPLEMENTATION SERVICES

Recommended Action:

Approve and authorize the City Manager to execute a Professional Services Agreement (PSA) with Becky Caha, Independent Contractor, for Affordable Housing Implementation Services for a three-year term with the ability to extend for an additional two years at the City Manager's discretion.

Fiscal Impact:

Staff is requesting City Council approval of a three-year Agreement (July 1, 2022 through June 30, 2025) with Becky Caha, independent contractor, at cost of $25,000 a year. This agreement will be paid out of the General Fund through the Community Development Department's Contractual Services account which has funds allocated for the purpose of administering affordable housing services in the City.

Discussion:

The City has been working with Ms. Caha since 2009 as an Associate under the umbrella of Rosenow Spevacek Group, Inc (RSG). More recently, Ms. Caha left RSG and started her own firm, providing contractual services with the City beginning in 2017. Ms. Caha's agreement will conclude on June 30, 2022. Consequently, staff prepared a Request for Proposals (RFP) (Attachment 2) in May of 2022 and sent it to three (3) prospective firms/individuals.

Staff received one (1) proposal, and it was from Ms. Caha. In summary, the fees for anticipated services in the proposal are as follows:

- Eligibility Review $325.00 per loan
- Loan Document Preparation / Processing Fee $400.00 per loan
- Any other Activities in the Scope of Work $150.00 per hour

Ms. Caha will provide affordable housing services which include the following:

- Administering the resale and refinancing of affordable units.
- Responding to inquiries from the general public regarding affordable housing opportunities in the City.
- Verifying compliance of all affordable unit property owners via annual ownership recertification and follow up.
- Assisting staff with the review of documentation provided by the developments with affordable rental units.
- Assisting staff in any required code enforcement action against individuals that do not comply with the applicable affordability restrictions and terms.
- Assisting staff with the provision of data pertinent to affordable housing-based grants.

Ms. Caha has also been instrumental in the City's recent acquisition of affordable housing units.

In conclusion, staff has been very pleased with Ms. Caha's work and requests that the Council approve the subject agreement to continue the excellent services provided to the City.

Attachments:

1. Agreement

2. Request for Proposals

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
AFFORDABLE HOUSING IMPLEMENTATION SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **BECKY CAHA**, an **INDEPENDENT CONTRACTOR**, with its principal place of business at **9812 CONTINENTAL DR., HUNTINGTON BEACH, CA 92646** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **AFFORDABLE HOUSING IMPLEMENTATION** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **AFFORDABLE HOUSING IMPLEMENTATION** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **AFFORDABLE HOUSING IMPLEMENTATION** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **AFFORDABLE HOUSING IMPLEMENTATION** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **JUY 1, 2022** to **JUNE 30, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two

additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services.

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

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

and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

(1) Additional Insured: The City of Aliso Viejo, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of

suits or claims arising out of the performance of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SEVENTY-FIVE THOUSAND** DOLLARS (**$75,000**) ("Total Compensation") without written approval of City's **COMMUNITY DEVELOPMENT DIRECTOR**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and

Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

BECKY CAHA
9812 CONTINENTAL DRIVE
HUNTINGTON BEACH, CA 92646

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **COMMUNITY DEVELOPMENT DIRECTOR**

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

3.5.2 Ownership of Materials and Confidentiality.

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

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

the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of

all damages, expert witness fees and attorneys fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

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

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

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

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

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

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

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND BECKY CAHA

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

CITY OF ALISO VIEJO

Approved:

By:_____
David Doyle
City Manager

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____
Ann Eifert
Director of Financial Services

BECKY CAHA, INDEPENDENT CONTRACTOR

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

Using the space provided below, please list any political contributions of money, in-kind services, or loans made to any member of the City Council within the last twelve (12) months by the applicant and all of applicants employees, including any employee(s) that applicant intends to assign to perform the work or services described in Agreement dated _____. If none, please state so:

NONE

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

Huntington Beach, CA
City, State

May 26, 2022
Date

Becky Caha
Name of Business

Becky Caha
Print Name

Becky Caha
Signature

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

Becky Caha
Name of Business

Becky Caha
Print Name

Becky Caha
Signature

May 26, 2022
Date

This executed form must be submitted with the Proposal.

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK

For this engagement, I propose to provide "turn-key" staffing services wherein I would be available to handle some or all of the tasks identified in the Scope of Services as follows:

- Respond to inquiries from the general public regarding affordable housing opportunities in the City.

- Determine eligibility for prospective homebuyers purchasing deed-restricted affordable units to include the following components:
    - Affordable Housing Resale Restrictions;
    - Escrow Instructions; and
    - Payoff processing and reconveyance/release preparation.

- Coordinate with escrow and title on the resale of properties and the refinancing of affordable units.

- Review terms to determine eligibility to refinance first trust deed loans.

- Prepare subordination agreements as required for refinancing.

- Maintain eligibility income data and records for homebuyers purchasing deed-restricted affordable units.

- Verify compliance of all affordable unit property owners via annual ownership recertification and follow up.

- As necessary, assist City staff with the review of documentation provided by the developments with affordable rental units.

- As necessary, assist City staff in any required code enforcement action against individuals that do not comply with the applicable affordability restrictions and terms.

- As necessary, assist City staff with the provision of data pertinent to affordable housing based grants.

EXHIBIT "B"

COMPENSATION

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

COST PROPOSAL

As the individual who has been providing these services for the past 13 years, I am well-versed in the City's requirements to be able to administer these activities in an accurate and timely manner. This knowledge will allow the City's housing program to move forward without lapse in coverage or time needed to bring someone up to speed on all required activities. The fees for anticipated services are as follows:

Eligibility Review	$325.00 per loan
Loan Document Preparation/Processing Fee	$400.00 per loan

Eligibility review fee will be due upon eligibility determination. The loan document preparation and processing fee will be due upon close of escrow.

Occupancy Monitoring

I will continue to provide the City with monitoring services for compliance of the requirements of this affordable housing program. I will be responsible for the annual monitoring of the occupancy of the affordable units to ensure that the units are owner occupied and no unauthorized transfer has taken place. If requested by City, an annual report will be prepared outlining the specifics of the annual monitoring endeavor, as well as outlining any remediation activities that will need to take place in order to ensure compliance with the occupancy requirements of this program.

It is my understanding that the City also has 20 studio and one-bedroom rental units in the Vantis development; along with 2 senior developments, Vintage Aliso and Liberty at Aliso currently under construction with a total of 398 rental units that will be affordable to households earning lower incomes. I am available to work with the City in the administration of these developments at whatever capacity may be needed, including, but not limited to, review of developments' annual reports, review of rents and tenant incomes, and any tenant qualification review required.

Contract Budget Amount

As outlined above, the eligibility review and loan processing will be billed on a fixed fee. Any other activities under the Scope of Work will be billed on a time and materials basis. My hourly billing rate is $150 / hour. It is anticipated that this **annual fee will not exceed** $25,000. My fee is based upon an estimate of the number of annual hours needed for each task. If the Scope of Services is substantially changed in the future, I will notify the City and request a fee adjustment. The annual fee will be subject to an annual inflationary adjustment in accordance with the published Consumer Price Index pertinent to Orange County.

I do not charge clients for travel or mileage, parking, standard telephone/fax expenses, general postage or incidental copies. However, I do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. I also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

Invoices will be issued monthly and are payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

CITY OF ALISO VIEJO



REQUEST FOR PROPOSALS
FOR:
PROFESSIONAL AFFORDABLE HOUSING IMPLEMENTATION SERVICES

COMMUNITY DEVELOPMENT DEPARTMENT
12 Journey, Suite 100
Aliso Viejo, CA 92656

Issued
May 12, 2022

May 12, 2022

SUBJECT: REQUEST FOR PROPOSALS
PROFESSIONAL AFFORDABLE HOUSING IMPLEMENTATION SERVICES

The City of Aliso Viejo is requesting proposals to provide affordable housing implementation services.

A detailed Request for Proposals is attached for your reference and information. Proposals are due on or before 5:00 p.m. Thursday, May 26, 2022.

Any questions regarding the Request for Proposal should be directed to me. I can be reached at RRivera@avcity.org or (949) 425-2528.

Thank you for your interest, and I look forward to receiving your submittal.

Sincerely,

Rose Rivera
Senior Planner

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

The City of Aliso Viejo ("City") is requesting proposals ("Proposals") from qualified consultants ("Respondents") for:

PROFESSIONAL AFFORDABLE HOUSING IMPLEMENTATION SERVICES. The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of Respondent to perform the work or provide the services described in this Request for Proposals ("RFP"). The Proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this project.

1. INTRODUCTION

1.1 About the City

The City of Aliso Viejo was incorporated July 1, 2001, as a general law city which, operates under the council/manager form of government. The City encompasses approximately seven (7) square miles; serves an approximate population of 50,000 people and is located in southern Orange County.

Between 2004 and now, the City has facilitated the development of 478 lower-income affordable units included within four (4) developments in Aliso Viejo: Glenwood, Vantis, Vintage Aliso, and Liberty at Aliso. Vintage at Aliso and Liberty at Aliso has a total of 398 senior affordable rental units. Glenwood has forty-three (43) for-sale, one and two-bedroom condominium affordable units. Vantis has fifteen (15) for-sale one and two-bedroom condominium affordable units and twenty (20) studio and one-bedroom rental affordable units. There is a fifty-five (55) year affordability restriction on Vintage at Aliso and Liberty at Aliso, forty-five (45) year, re-setting, affordability restriction on the Glenwood and Vantis for-sale units, and a thirty (30) year affordability restriction on the Vantis rental units.

As a party to the forty-five (45) deed restriction for the Glenwood and Vantis for-sale units, the City is an active participant in the loan documentation and monitoring for the fifty-eight (58) units. Furthermore, the City has a role in reviewing the annual reports required for the rental affordable units.

1.2 Project Description

The City of Aliso Viejo is interested in contracting with an experienced professional company for eligibility review and affordable housing compliance monitoring. The required services and performance conditions are described in Section V. Scope of Services.

It is the intent of the City to contract for the services presented herein for an initial term of three (3) years. The City of Aliso Viejo reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms to both the City and the selected firm.

Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City.

Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

1.3 City Contact for this RFP

The principal contact for the City regarding this RFP will be:

Rose Rivera, Senior Planner
12 Journey, Suite 100
Aliso Viejo, CA 92656
(949) 529-8061
rrivera@avcity.org

CONTACT WITH CITY PERSONNEL OTHER THAN THE ABOVE REGARDING THIS RFP MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

1.4 No Deviations from the RFP

In submitting a Proposal, Respondent is certifying that it takes no exceptions to this RFP including, but not limited to the Agreement attached hereto as Attachment "3." Respondent is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

2. PROPOSAL SCHEDULE

The estimated schedule for this RFP is as follows:

1.	RFP Release	May 12, 2022
2.	Questions Regarding this RFP Due By	May 20, 2022
3.	Due Date for Proposals (by 5:00 p.m.)	May 26, 2022
4.	Anticipated Final Selection	June 1, 2022
5.	Project Start	July 1, 2022

3. SCOPE OF REQUIRED SERVICES

3.1 Scope of Work

A detailed Scope of Work is attached hereto as Attachment "1". The Respondent will be expected to fulfill, at a minimum, the services and technical requirements described in the attached Scope of Work. Upon final selection, the Scope of Work may be modified and refined during negotiations with the City.

4. PROPOSAL REQUIREMENTS

4.1 Proposal Content

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The content and sequence of the information contained in each copy of the Proposal shall be as follows:

4.1.1 Table of Contents

Include a clear identification of the material by section and by page number.

4.1.2 Summary Sheet

Include a fully-completed copy of the Summary Sheet included with this RFP (Attachment 2, “Required Forms”).

4.1.3 Cover Letter

Identify Respondent's legal name and contact information. Summarize key elements of the Proposal. The letter must stipulate that the cost proposal will remain valid for a period of at least 180 days. The letter shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

4.1.4 Personnel.

Identify the names and specific qualifications, experience, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project. Include a resume for all primary staff. Identify any subconsultants which Respondent proposes to use for any portion of the services.

Respondent shall also identify a Management Contact (Representative authorized to sign an agreement for your firm) and a Project Manager (person responsible for day-to-day management of the project). The successful Respondent may only change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

4.1.5 Project Approach

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project. Include a statement affirming your firm’s capacity to perform all work throughout the contract term. Submit a project schedule if applicable.

4.1.6 Scope of Work

Provide a detailed scope of services which reflects the Scope of Services described in this RFP. Proposals must address all items set forth in Section 3 "Scope of Work." Additional information which, in your opinion, should be included must be clearly identified.

4.1.7 Experience

(a) List of representative projects undertaken by Respondent in the last 5 years demonstrating experience in each category of the project. Identify the names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

(b) Identify all previous and current contracts with the City. Include a contact name, description of services, and dates of services performed.

(c) List all public agencies (not to include the City) for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

4.1.8 Additional Forms

The following forms are included in Attachment "2" Required Forms:

(a) Respondent must submit the attached "Acknowledgment of Insurance Requirements" form acknowledging that it has reviewed the insurance requirements and will provide such insurance. The applicable insurance requirements are set forth in the standard agreement form, attached hereto as Attachment "3".

(b) Respondent must submit a Declaration of Political Contributions, signed under penalty of perjury, regarding disclosure of political contributions to City officials.

(c) Respondent must submit the acknowledgement for the Fraud Policy.

4.1.9 Cost Proposal

Include a detailed cost proposal for each phase of work inclusive of all hourly rates, anticipated travel, and other incidental costs and charges.

4.2 Proposal Format

One (1) electronic pdf version emailed to Rose Rivera, rrivera@avcity.org.

Proposals shall be organized in the order presented above. Proposals must include page numbers for all pages in the Proposal.

5. SUBMITTAL INSTRUCTIONS

Proposals should be emailed to the email address above no later than 5:00 p.m. on the date indicated in Section 2. If a hard copy submittal is preferred, two (2) hard copies of the proposal must be received at City Hall no later than 5:00 p.m. on the date indicated in Section 2. Proposals received in the mail after 5:00 p.m. on the date indicated in Section 2, regardless of the date of their postmarks, will be rejected.

Proposals will be received at the following address:

City of Aliso Viejo
Rose Rivera, Senior Planner
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: Professional Affordable Housing Implementation Services

If hand delivered, address as above and deliver to the City Clerk receptionist on the first floor of City Hall.

The envelope should clearly indicate "Proposal for Affordable Housing Implementation Services" and Respondent's name and address shall appear in the upper left-hand corner of the

envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Respondent, e.g. Envelope 1 of 3, as required.

6. EVALUATION

6.1 Evaluation Criteria.

A Selection Committee will evaluate and rank the proposals. Proposals will be evaluated according to the following criteria:

Ability, capacity and skill of Respondent to perform the services

Ability to meet time requirements

Character, integrity and reputation

City's previous experience with the vendor

Sufficiency of financial resources needed to perform the required services

Reasonableness of Cost Proposal

6.2 Respondent Presentations/Interviews

The City may, at its discretion, invite a shortlist of Respondents to participate in a panel interview to be held at City. The City may require that Respondents prepare a presentation as part of the interview. No Respondent shall be entitled to or otherwise guaranteed an interview.

6.3 Award of Contract

If awarded, the contract will be awarded on the basis of the evaluation criteria set forth herein. The City reserves the right to reject all Proposals and to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

If selected, Respondent will be expected to execute a contract with the City in substantially the same form as the Agreement attached hereto as Attachment "3."

6.4 Protests

Protests based on the content of the RFP shall be submitted to the City no later than ten (10) calendar days prior to the scheduled Proposal submittal deadline. Any respondent protesting the recommended award on any ground not based upon the content of RFP must file a protest with the City within three (3) calendar days after the issuance of a notice of recommendation for award. Any protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Respondent for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Respondent's sole and exclusive remedy

in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

7. REQUESTS FOR CLARIFICATIONS

All questions, interpretations or clarifications, either administrative or technical must be requested in writing and directed to the City contact listed in Section 1.3, above.

All written questions will be answered in writing and conveyed to all firms. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 5:00 p.m. local time on the date identified in the Section 1.2, Proposal Schedule.

8. GENERAL PROVISIONS

8.1 Respondent is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. The City reserves the right to reject any or all Proposals or to select the Proposal most advantageous to the City. The City reserves the right to verify all information submitted in the Proposal. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Respondents or to allow corrections of errors or omissions.

8.2 Amendments to RFP. The City reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.

8.3 No Commitment to Award. Issuance of this RFP and receipt of Proposals does not commit the City to award a contract. The City expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all Proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.

8.4 Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if the City receives the amendment prior to the deadline stated herein for receiving Proposals.

8.5 Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

8.6 Late Proposals. The City will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City.

8.7 Costs for Preparing. The City will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the City. The City will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

8.8 Alternative Proposals. Only one final Proposal is to be submitted by each Respondent. Multiple Proposals will result in rejection of all Proposals submitted by the Respondent.

8.9 Public Documents; Confidential Information.

Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful Respondent have completed negotiations and entered into the Agreement or City has rejected all Proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal.

If a Respondent desires to exclude a portion of its Proposal from disclosure under the California Public Records Act, the Respondent must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Respondent submits trade secret information, the Respondent must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary” (“Proprietary Information”), the City will provide Respondents who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Respondent shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Respondent shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the Proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

Attachment 1 – Scope of Work

The City of Aliso Viejo is interested in contracting with an experienced professional company on behalf of the City to:

- Respond to inquiries from the general public regarding affordable housing opportunities in the City.

- Determine eligibility for prospective homebuyers purchasing deed-restricted affordable units.

- Prepare loan documentation for homebuyers purchasing deed-restricted affordable units to include the following components:
  - Affordable Housing Re-Sale Restriction;
  - Escrow Instructions; and
  - Payoff processing and re-conveyance/release preparation.

- Coordinate with escrow and title on the resale of properties and the refinancing of affordable units.

- Review terms to determine eligibility to refinance first trust deed loans.

- Prepare subordination Agreement preparation for re-financings.

- Maintain eligibility income data and records for homebuyers purchasing deed-restricted affordable units.

- Verify compliance of all affordable unit property owners via annual ownership recertification and follow up.

- As necessary, assist staff with the review of documentation provided by the developments with affordable rental units.

- As necessary, assist staff in any required code enforcement action against individuals that do not comply with the applicable affordability restrictions and terms.

- As necessary, assist staff with the provision of data pertinent to affordable housing based grants.

Please note, the City receives a “Housing Trust Fund Contribution” as an administrative and monitoring contribution upon the closing of each and all escrows in connection with the sale of an affordable property in an amount equal to five percent (5%) of AMI for the presumed family size. The City assumes that the time and work necessary to process one such sale would not exceed the contribution provided.

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

Attachment 2 – Required Forms

CITY OF ALISO VIEJO

SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Aliso Viejo and auditing services required for this Request for Proposals):

Name:_____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for managing the audit at the client site and preparation of the audit work papers):

Name:_____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

_____

_____ _____ _____

Signature Print Name Title

This executed form must be submitted with the Proposal.

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 the applicant and all of applicants employees, including any employee(s) that applicant intends to assign to perform the work or services described in Agreement dated _____. If none, please state so:

_____

_____

_____

_____

_____

_____

_____

_____

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

_____ _____

City, State Date

_____ _____

Name of Business Print Name

_____

Signature

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

_____ _____

Name of Business Print Name

_____

Signature

_____

Date

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

I,_____, the _____
(President, Secretary, Manager, Owner or Representative)

of _____, certify that I have
(Name of Company or Corporation or Owner)

read and understand the insurance requirements set forth in the Request for Proposals for the [INSERT PROJECT NAME/NUMBER] and the Agreement form included therein, and accept such requirements as specified.

Firm: _____
Name (Please Print or Type)

By: _____
Signature

Date: _____

This executed form must be submitted with the Proposal.

CITY OF ALISO VIEJO
REQUEST FOR PROPOSALS

Attachment 3 – Agreement Form

CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
AFFORDABLE HOUSING IMPLEMENTATION SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and **[INSERT NAME OF COMPANY]**, a **[INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional affordable housing implementation consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional affordable housing implementation consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional affordable housing implementation consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2022** to **June 30, 20, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine

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

3.2.2 Schedule of Services.

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

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

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional

compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

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

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this

Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

3.2.10 Insurance.

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

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

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

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion

for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

(c) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by

the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

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

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

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

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at

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

3.3 Fees and Payments.

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

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents

and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

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

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: **[INSERT NAME & DEPARTMENT]**

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

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

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

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

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

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

3.5.7 Indemnification.

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

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

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

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

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

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

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

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

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

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

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

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

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

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

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

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-

insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND [INSERT NAME]

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

CITY OF ALISO VIEJO

Approved:

By:_____
David Doyle
City Manager

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET

By:_____
Gina Tharani
Director of Financial Services

[INSERT NAME OF CONSULTANT]

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

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

_____

_____

_____

_____

_____

_____

_____

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

_____ _____

City/County/State Date

_____ _____

Name of Business Print Name

_____

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

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

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

Name of Business	Print Name
Signature	
Date	

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

EXHIBIT "C"

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

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

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

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

SUBJECT: FISCAL YEAR 2022-23 PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION ACCOUNT FUNDING (SB 1)

Recommended Action:

Adopt a Resolution of the City Council of the City of Aliso Viejo which adopts a list of projects for fiscal year 2022-23 funded by SB 1: The Road Repair and Accountability Act of 2017.

Fiscal Impact:

SB 1 Road Maintenance and Rehabilitation Account (RMRA) funds are projected to be about $1,135,470 in FY 2022-23.

Background:

This Road Maintenance and Rehabilitation Account (RMRA) funding began being received in January 2018 with projected funds collected of around $4 million through the remainder of this year and about $1,100,000 next fiscal year.

Current year funds are being applied towards the Slurry Seal project, Deerhurst/Wolverine/Foxborough Rehabilitation, and Aliso Creek Road (Aliso Viejo Parkway to City Limit) Design.

Discussion:

Use of RMRA funds requires additional reporting through the California Transportation Commission (CTC). Each year the Council approved projects proposed to utilize the funds must be submitted to the CTC for approval. Expenditure reports are subsequently due at the end of each year to account for the funds. The required resolution adopting the project list to be sent to CTC is attached for Council approval.

Projects utilizing SB 1 funds in FY 2022-23 may include the following:

- Annual Slurry Seal Program – Area 5 (Construction)
- Aliso Creek Road (Aliso Viejo Parkway to City Limit) Rehabilitation (Construction)
- Aliso Creek Road (Enterprise to SR-73) Rehabilitation (Design)
- Enterprise (Aliso Creek to Aliso Viejo Parkway) Rehabilitation (Design)

Staff respectfully recommends approval of the attached resolution.

Environmental:

Each proposed project will include required environmental actions prior to commencing construction.

Attachment:

1. Resolution

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Aliso Viejo are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Aliso Viejo must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Aliso Viejo, will receive an estimated $1,004,050 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the sixth year in which the City of Aliso Viejo is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Aliso Viejo used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects; and

WHEREAS, the funding from SB 1 will help the City of Aliso Viejo maintain and rehabilitate arterial, collector and/or local streets throughout the City this year as well as into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Aliso Viejo's streets are in a Good condition and this revenue will help us increase the overall quality of our road system and over the next decade will maintain our streets and roads in a Good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete

streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED by the City of Aliso Viejo as follows:

1. The foregoing recitals are true and correct.

2. The fiscal year 2022-23 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

    1. Aliso Creek Road Rehabilitation – Enterprise to SR-73 (Pre-Construction)

    Description: Prepare construction documents for street patching, asphalt overlay, utility structure adjustments, sidewalk improvements, pavement markings
    Estimated Pre-Construction Schedule: Start 07/22 – Completion 06/23
    Estimated Construction Schedule: Start 07/23 – Completion 12/23
    Estimated Useful Life: 10-20 years

    2. Enterprise Rehabilitation – Aliso Creek Road to Aliso Viejo Parkway (Pre-Construction)

    Description: Prepare construction documents for street patching, asphalt overlay, utility structure adjustments, sidewalk improvements, pavement markings
    Estimated Pre-Construction Schedule: Start 07/22 – Completion 06/23
    Estimated Construction Schedule: Start 07/23 – Completion 12/23
    Estimated Useful Life: 10-20 years

    3. Aliso Creek Road Rehabilitation – Aliso Viejo Parkway to City Limit (Construction)

    Description: Street patching, asphalt milling, asphalt overlay, utility structure adjustments, sidewalk improvements, pavement markings
    Estimated Construction Schedule: Start 06/22 – Completion 12/22
    Estimated Useful Life: 10-20 years

    4. FY 2022-23 Slurry Seal Program

    Description: Asphalt milling, slurry seal, utility structure adjustments, pavement markings
    Estimated Construction Schedule: Start 07/22 – Completion 12/22
    Estimated Useful Life: 5-7 years

PASSED, APPROVED AND ADOPTED this 15th day of June, 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 15th day of June, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

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

SUBJECT: RENEWED MEASURE M ELIGIBILITY

Recommended Actions:

1. Adopt a 7-year Capital Improvements Program (CIP) for Street Projects; and

2. Adopt a Resolution of the City Council of the City of Aliso Viejo concerning the status of the Pavement Management Plan.

Fiscal Impact:

The City will receive approximately $6.1 million in FY 2022-23 through FY 2028-29 in Measure M2 Fair Share funds.

Background:

To maintain eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to Orange County Transportation Authority (OCTA). Measure M2 Fair Share funds are made available to the City annually. Since incorporation, the City has received approximately $8.8 million, or an average of $516,700 annually in source revenues for road maintenance and improving major arterial streets and roads. Cities will be apportioned Measure M2 funds by applying a formula using population; miles of MPAH designated roadways, and taxable sales. The City has also applied for and received (or been awarded) about $2.3 million in competitive funds.

Every year, OCTA requires a submittal of the City's programs and projects affecting circulation and transportation to verify that these elements are in alignment with Measure M2 and countywide plans. This year's submittal requires the following documentation:

Measure M2 7-year Capital Improvement Program (7-year CIP)

The City's 7-year CIP is a transportation planning and fiscal forecasting document used to guide future programming for transportation CIP projects. The 7-year CIP is consistent with the proposed citywide CIP Budget for FY 2022-23. The submittal of the 7-year CIP

does not commit the City to fund the identified improvements but projects must be included in the 7-year CIP to be eligible to receive Measure M2 funding. This document is updated every year to allow for changes based on maintenance needs or City Council priorities. The CIP emphasizes projects that improve circulation, mitigate traffic congestion, and maintain the City's investment in existing transportation infrastructure.

Pavement Management Plan Update (PMP)

Each jurisdiction is required to update and certify its Pavement Management Program (PMP) every two years. The PMP is a system to monitor the condition of and perform periodic maintenance and rehabilitation of City streets and roadways. City Staff has recently updated its PMP. The Pavement Condition Index (PCI) average for all City streets is 83, in the Good Condition range.

Discussion:

The proposed 7-year CIP for streets is attached. The 7-year CIP includes the City approved 5-year plan which emphasizes rehabilitation work such as slurry sealing and overlays to maintain the condition of the City's street network. The proposed projects have been assigned to each year based upon priority rankings. Since the exact amount of the funds are not known, it is possible that some projects may not be completed in a given year, but it is important to list them to ensure Measure M funds can be utilized where appropriate. If projects are delayed due to funding, it is staff's intention to still complete them in the priority ranking order.

In addition to the PMP, the City will complete a long range pavement assessment in FY 2022-23 that will provide additional details on the lifespan of City streets.

With the adoption of the 7-year CIP and Pavement Management Plan Resolution, the City's Measure M2 eligibility package is complete.

Environmental:

Not applicable.

Attachments:

1. 7-year CIP
2. Resolution
3. Pavement Management Plan

Orange County Transportation Authority

FY 2022/23 - FY 2028/29 Capital Improvement Program

TIP ID CP-11272 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number:
Additional Project IDs:
Type of Work: Road Maintenance
Type of Work Description: Road Maintenance - Rehabilitation of roadway

Limits
Aliso Creek Road Rehab - Enterprise to 73

Project Notes

Project Title
Aliso Creek Road Rehab - Enterprise to 73

Project Description
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay. 1,400 lf

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	Measure M2 Local Fairshare	$10,000	$0	$0	$0	$10,000	$10,000
2023	Local Streets and Roads apportionments	$30,000	$0	$0	$0	$30,000	$30,000
2024	Measure M2 Local Fairshare	$0	$0	$10,000	$0	$10,000	$10,609
2024	Local Streets and Roads apportionments	$0	$0	$590,000	$0	$590,000	$625,931
Totals:		**$40,000**	**$0**	**$600,000**	**$0**	**$640,000**	**$676,540**

Last Revised: 22-00 - In Progress **Total Programmed:** $640,000

TIP ID CP-10012 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number:
Additional Project IDs:
Type of Work: Road Maintenance
Type of Work Description: Road Maintenance - Rehabilitation of roadway

Limits
Aliso Creek Road from Aliso Viejo Parkway south to City Limits (4,500 lf)

Project Notes

Project Title
Aliso Creek Road Rehabilitation - Wolverine to Alicia Parkway

Project Description
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay.

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	Measure M2 Local Fairshare	$0	$0	$850,000	$0	$850,000	$875,500
2023	Local Streets and Roads apportionments	$0	$0	$850,000	$0	$850,000	$875,500
Totals:		**$0**	**$0**	**$1,700,000**	**$0**	**$1,700,000**	**$1,751,000**

Last Revised: 22-00 - In Progress **Total Programmed:** $1,700,000

TIP ID CP-10002 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number: 19-OCTA-TSP-3941
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Coordinate signals within project limits

Limits
Aliso Creek Road from El Toro Road to Moulton Parkway

Project Notes
FY21-22 Other=TCRF funds

Project Title
Aliso Creek Road Traffic Signal Synchronization (Project P)

Project Description
Aliso Viejo's portion of signal timing and equipment upgrades to Aliso Creek Road.

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	Measure M2 Local Fairshare	$0	$0	$160,000	$0	$160,000	$164,800
2023	Other	$0	$0	$80,000	$0	$80,000	$82,400
Totals:		**$0**	**$0**	**$240,000**	**$0**	**$240,000**	**$247,200**

Last Revised: 22-00 - In Progress **Total Programmed:** $240,000

TIP ID CP-10003 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number:
Additional Project IDs:
Type of Work: Road Maintenance
Type of Work Description: Road Maintenance - Slurry seal of roadway

Project Title
Annual Slurry Seal Program

Project Description
Annual program for slurry seal of roadways on residential streets. One fifth of the streets are sealed each year in accordance with the Pavement Management System.

Limits
Citywide

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	Local Streets and Roads apportionments	$0	$0	$15,000	$0	$15,000	$15,450
2023	Measure M2 Local Fairshare	$10,000	$0	$1,550,000	$0	$1,560,000	$1,606,500
2024	Measure M2 Local Fairshare	$10,000	$0	$740,000	$0	$750,000	$795,066
2024	Local Streets and Roads apportionments	$0	$0	$15,000	$0	$15,000	$15,914
2025	Local Streets and Roads apportionments	$0	$0	$15,000	$0	$15,000	$16,391
2025	Measure M2 Local Fairshare	$10,000	$0	$740,000	$0	$750,000	$818,618
2026	Measure M2 Local Fairshare	$10,000	$0	$740,000	$0	$750,000	$842,877
2026	Local Streets and Roads apportionments	$0	$0	$15,000	$0	$15,000	$16,883
2027	Measure M2 Local Fairshare	$10,000	$0	$740,000	$0	$750,000	$867,863
2027	Local Streets and Roads apportionments	$0	$0	$15,000	$0	$15,000	$17,389
2028	Measure M2 Local Fairshare	$10,000	$0	$740,000	$0	$750,000	$893,599
2028	Local Streets and Roads apportionments	$0	$0	$15,000	$0	$15,000	$17,911
2029	Measure M2 Local Fairshare	$10,000	$0	$740,000	$0	$750,000	$920,107
2029	Local Streets and Roads apportionments	$0	$0	$15,000	$0	$15,000	$18,448
Totals:		**$70,000**	**$0**	**$6,095,000**	**$0**	**$6,165,000**	**$6,863,016**

Last Revised: 22-00 - In Progress

Total Programmed: $6,165,000

TIP ID CP-11903 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number:
Additional Project IDs:
Type of Work: Bikeways
Type of Work Description: Bikeways - Planning

Project Title
Citywide Bike Lane Study

Project Description
Plan and design bicycle facilities throughout the City

Limits
Citywide

Project Notes
Other-SCAG grant being applied

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	Other	$200,000	$0	$0	$0	$200,000	$200,000
2023	Measure M2 Local Fairshare	$50,000	$0	$0	$0	$50,000	$50,000
Totals:		**$250,000**	**$0**	**$0**	**$0**	**$250,000**	**$250,000**

Last Revised: 22-00 - In Progress

Total Programmed: $250,000

TIP ID CP-10004 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number: 14-ALSO-ECP-3728
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Constructed wetlands

Project Title
Dairy Fork Wetland

Project Description
Maintenance of wetland to improve water quality of Dairy Fork sub-watershed.

Limits
Dairy Fork Tributary Outfall

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	General Fund	$0	$0	$0	$20,000	$20,000	$20,000
2024	General Fund	$0	$0	$0	$20,000	$20,000	$20,000
2025	General Fund	$0	$0	$0	$20,000	$20,000	$20,000
2026	General Fund	$0	$0	$0	$20,000	$20,000	$20,000
2027	General Fund	$0	$0	$0	$20,000	$20,000	$20,000
2028	General Fund	$0	$0	$0	$20,000	$20,000	$20,000
2029	General Fund	$0	$0	$0	$20,000	$20,000	$20,000
Totals:		**$0**	**$0**	**$0**	**$140,000**	**$140,000**	**$140,000**

Last Revised: 22-00 - In Progress **Total Programmed:** $140,000

TIP ID CP-10006 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number:
Additional Project IDs:
Type of Work: Road Maintenance
Type of Work Description: Road Maintenance - Rehabilitation of roadway

Project Title
Enterprise Rehab - Aliso Creek Road to Aliso Viejo Parkway

Project Description
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay.

Limits
Aliso Creek Road to Aliso Viejo Parkway (1,450 lf)

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	Measure M2 Local Fairshare	$10,000	$0	$0	$0	$10,000	$10,000
2023	Local Streets and Roads apportionments	$50,000	$0	$0	$0	$50,000	$50,000
2024	Local Streets and Roads apportionments	$0	$0	$650,000	$0	$650,000	$689,585
2024	Measure M2 Local Fairshare	$0	$0	$10,000	$0	$10,000	$10,609
Totals:		**$60,000**	**$0**	**$660,000**	**$0**	**$720,000**	**$760,194**

Last Revised: 22-00 - In Progress **Total Programmed:** $720,000

TIP ID CP-10007 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number:
Additional Project IDs:
Type of Work: Road Maintenance
Type of Work Description: Road Maintenance - Reconstruction of roadway

Project Title
Glenwood Rehab - SR73 to Aliso Creek Road

Project Description
Rehabilitation of roadway including full depth replacement of failed areas, pavement grinding, and asphalt overlay (2,700 lf)

Limits
Glenwood from 73 Freeway to Aliso Creek Road

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2024	Measure M2 Local Fairshare	$10,000	$0	$0	$0	$10,000	$10,000
2024	Local Streets and Roads apportionments	$75,000	$0	$0	$0	$75,000	$75,000
2025	Local Streets and Roads apportionments	$0	$0	$765,000	$0	$765,000	$835,936
2025	Measure M2 Local Fairshare	$0	$0	$10,000	$0	$10,000	$10,927
Totals:		**$85,000**	**$0**	**$775,000**	**$0**	**$860,000**	**$931,863**

Last Revised: 22-00 - In Progress **Total Programmed:** $860,000

TIP ID CP-10008 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number: 18-OCTA-TSP-3905
Additional Project IDs:
Type of Work: Traffic Signals
Type of Work Description: Traffic Signals - Coordinate signals within project limits

Limits
Columbia to Melinda

Project Notes
Other=TCRF Funds

Project Title
Los Alisos Route Traffic Signal Synchronization (Project P)

Project Description
Aliso Viejo's portion of signal timing & equipment upgrades to Aliso Viejo Parkway. O&M performed in-house.

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	Measure M2 Local Fairshare	$0	$0	$14,000	$0	$14,000	$14,420
Totals:		**$0**	**$0**	**$14,000**	**$0**	**$14,000**	**$14,420**

Last Revised: 22-00 - In Progress

Total Programmed: $14,000

TIP ID CP-10013 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number: 13-ALSO-ECP-3682
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Catchment Retrofit

Limits
Various catch basins throughout the City

Project Notes

Project Title
Stormwater Litter Control Project - Phase 3

Project Description
Storm Water Pollution Project - This project will include installation of Bio Clean High Capacity Filter Inserts on storm drain catch basins located on Public Streets within the City of Aliso Viejo. This is for maintenance of catch basin filters.

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	General Fund	$0	$0	$0	$10,200	$10,200	$10,200
Totals:		**$0**	**$0**	**$0**	**$10,200**	**$10,200**	**$10,200**

Last Revised: 22-00 - In Progress

Total Programmed: $10,200

TIP ID CP-10014 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number: 16-ALSO-ECP-3844
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Catchment Retrofit

Limits
Various catch basins throughout the City

Project Notes

Project Title
Stormwater Litter Control Project - Phase 4

Project Description
Storm Water Pollution Project - This project will include installation of Bio Clean High Capacity Filter Inserts on storm drain catch basins located on Public Streets within the City of Aliso Viejo. This is for maintenance of catch basin filters.

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	General Fund	$0	$0	$0	$11,100	$11,100	$11,100
2024	General Fund	$0	$0	$0	$11,100	$11,100	$11,100
2025	General Fund	$0	$0	$0	$11,100	$11,100	$11,100
Totals:		**$0**	**$0**	**$0**	**$33,300**	**$33,300**	**$33,300**

Last Revised: 22-00 - In Progress

Total Programmed: $33,300

TIP ID CP-10015 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number: 17-ALSO-ECP-3878
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Catchment Retrofit

Project Title
Stormwater Litter Control Project - Phase 5

Project Description
Storm Water Pollution Proj-This project will include installation of Bio Clean high Capacity Filter inserts on storm drain catch basins located on Public Streets. ECP funding approved in 2017. This is for maintenance of catch basin filters.

Limits
Various catch basins throughout the City

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	General Fund	$0	$0	$0	$7,000	$7,000	$7,000
2023	Gas Tax	$0	$0	$0	$23,000	$23,000	$23,000
2024	General Fund	$0	$0	$0	$7,000	$7,000	$7,000
2024	Gas Tax	$0	$0	$0	$23,000	$23,000	$23,000
2025	General Fund	$0	$0	$0	$7,000	$7,000	$7,000
2025	Gas Tax	$0	$0	$0	$23,000	$23,000	$23,000
2026	General Fund	$0	$0	$0	$7,000	$7,000	$7,000
2026	Gas Tax	$0	$0	$0	$23,000	$23,000	$23,000
Totals:		**$0**	**$0**	**$0**	**$120,000**	**$120,000**	**$120,000**

Last Revised: 22-00 - In Progress

Total Programmed: $120,000

TIP ID CP-10016 **IMPLEMENTING AGENCY** Aliso Viejo, City of

Local Project Number:
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Constructed wetlands

Project Title
Wood Canyon Wetland

Project Description
Maintenance of wetland to improve water quality in the Wood Canyon Wetland

Limits
Wood Canyon Wetland

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	General Fund	$0	$0	$0	$10,000	$10,000	$10,000
2024	General Fund	$0	$0	$0	$10,000	$10,000	$10,000
2025	General Fund	$0	$0	$0	$10,000	$10,000	$10,000
2026	General Fund	$0	$0	$0	$10,000	$10,000	$10,000
2027	General Fund	$0	$0	$0	$10,000	$10,000	$10,000
2028	General Fund	$0	$0	$0	$10,000	$10,000	$10,000
2029	General Fund	$0	$0	$0	$10,000	$10,000	$10,000
Totals:		**$0**	**$0**	**$0**	**$70,000**	**$70,000**	**$70,000**

Last Revised: 22-00 - In Progress

Total Programmed: $70,000

RESOLUTION NO. 2022-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM

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

WHEREAS, the local jurisdiction is required to adopt and update a Pavement Management Plan (PMP), using the required format, regarding the status of road pavement conditions and implementation of the PMP on a biennial basis; and

WHEREAS, the local jurisdiction is required to provide a plan that manages the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads.

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

a) The PMP is in conformance with the PMP Submittal Template provided in the Countywide Pavement Management Plan Guidelines.

b) The City hereby adopts a PMP and has provided an updated PMP report, using the required format, to OCTA.

c) The Public Works Director, City Engineer or designee is authorized to sign the PMP certification form.

PASSED, APPROVED AND ADOPTED this 15th day of June, 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 15th day of June, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

City of Aliso Viejo

Pavement Management Plan

Prepared by: NCE
Submitted to OCTA 06-30-2022

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I. Pavement Management Plan Certification

The City of Aliso Viejo certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Transportation Authority Ordinance No. 3. This ordinance requires that a Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from renewed Measure M (M2).

The plan was developed by City of Aliso Viejo* using PAVER™, a pavement management system, conforming to American Society of Testing and Materials (ASTM) Standard D6433, and contains, at a minimum, the following elements:

- Inventory of MPAH and local routes reviewed and updated biennially. The last update of the inventory was completed on October, 2021 for Arterial (MPAH) streets and November, 2021 for local streets.
- Assessment of pavement condition for all routes in the system, updated biennially. The last field review of pavement condition was completed on November, 2021.
- Percentage (by pavement area) of all sections of pavement needing:
    - Preventative Maintenance: 76.3%
    - Rehabilitation: 23.7%
    - Reconstruction: 0%
- Budget needs for Preventative Maintenance, Rehabilitation, and/or Reconstruction of deficient sections of pavement for:
    - Current biennial period $10.57 million
    - Following biennial period $1.58 million
- Funds budgeted or available for Preventative Maintenance, Rehabilitation, and/or Reconstruction:
    - Current biennial period $3.80 million
    - Following biennial period $2.84 million
- Backlog by year of unfunded pavement rehabilitation, restoration, and reconstruction needs.
- The Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Plan Guidelines adopted by the OCTA Board of Directors.

*An electronic copy of the Pavement Management Plan (with Micro Paver or StreetSaver compatible files) has been, or will be, submitted with the certification statement.

A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

Shaun Pelletier	**City of Aliso Viejo**
Name (Print)	Jurisdiction
Signed	Date
Director of Public Works	
Title	

II. Executive Summary

The City of Aliso Viejo (City) selected NCE to perform an update of the City's Pavement Management Plan (PMP). The goal of this project is to update the PMP with current pavement conditions and to perform funding analyses to help inform and educate policy makers as well as to comply with the Orange County Transportation Authority's (OCTA) Measure M2 Program.

The 2022 PMP update includes an assessment of the entire street network via semi-automated inspection method. The assessment was completed between October 2021 and April 2022. The City has a street system that is in an overall "Good" condition with a network average (weighted by area) PCI of 83. Approximately 76.3 percent (by area) of the network is in "Very Good" or "Good" condition category, 17.6 percent is in "Fair", 6% in "Poor" condition, and none (0%) are in "Very Poor" condition.

Based on the pavement condition, the City has met OCTA's requirements for receiving a 10 percent reduction in M2 local matching funds by maintaining the PCI above 75. The City's eligibility would continue for the next seven years under the current funding plans. Besides, the impact of CIP projects over the next seven years will maintain the PCI above 75. The City will continue to be eligible for 10 a percent reduction in M2 local matching funds for the next seven years.

III. Background

The City owns and maintains approximately 70.3 centerline miles of pavements, which includes 26.3 miles of the Master Plan of Arterial Highways (MPAH) streets, 44 miles of local streets representing a total replacement cost of $213 million.

IV. Current Pavement Conditions (PCI)

Current Network PCI	Current MPAH PCI	Current Local PCI
83	79	86

V. Projected Pavement Conditions (PCI)

Should be by projected PCI by year under existing or expected funding levels for next seven fiscal years ("Today" is before June 30, 2022).

Fiscal Year	Current Funding	Entire Network PCI	MPAH	Local
Today	$2,310,000	83	79	86
2022-23	$2,310,000	83	79	86
2023-24	$1,500,000	82	78	86
2024-25	$1,500,000	82	78	85
2025-26	$1,500,000	81	77	84
2026-27	$1,500,000	81	76	84
2027-28	$1,500,000	80	75	83
2028-29	$1,500,000	79	75	83

VI. Alternative Funding Levels

Maintain Existing Average Network PCI

Fiscal Year	Maintain Funding	Entire Network PCI	MPAH	Local
Today	$2,310,000	83	79	86
2022-23	$5,000,000	86	85	86
2023-24	$5,000,000	89	87	89
2024-25	$1,900,000	88	88	88
2025-26	$750,000	87	86	87
2026-27	$1,000,000	86	86	86
2027-28	$2,600,000	85	85	85
2028-29	$210,000	83	83	85

Improve Average Network PCI

Fiscal Year	Improve Funding	Entire Network PCI	MPAH	Local
Today	$2,310,000	83	79	86
2022-23	$7,300,000	85	86	85
2023-24	$1,000,000	84	84	84
2024-25	$700,000	83	83	83
2025-26	$4,000,000	83	83	83
2026-27	$3,100,000	84	84	83
2027-28	$4,300,000	84	85	83
2028-29	$3,000,000	84	84	83

VII. Current and Projected Backlog by Year of Pavement Maintenance Needs

Fiscal Year	Current Funding Backlog ($ million)	Maintain PCI Backlog ($ million)	Increase PCI Backlog ($ million)
Today	$2.4	$2.4	$2.4
2022-23	$2.4	$2.4	$0.0
2023-24	$2.8	$2.8	$0.0
2024-25	$2.3	$2.3	$0.0
2025-26	$2.6	$2.6	$0.0
2026-27	$4.5	$4.5	$0.0
2027-28	$5.8	$5.8	$0.8
2028-29	$6.5	$6.5	$0.0

VIII. Centerline Mileage

Entire Pavement Network	MPAH	Local Streets
70.3	26.3	44.0

IX. Percentage of Network in Each of Five Condition Categories Based on Centerline Miles

Condition Category	PCI Range	Network	Percent Area of Total Pavement	Area of Pavement (sf)	Percent Centerline Mileage of Network	Centerline Mileage of Network
Very Good	86-100	MPAH	8.63%	1,331,088	41.6%	5.8
		Local	32.94%	5,079,186		25.4
Good	75-85	MPAH	15.82%	2,438,596	34.8%	10.2
		Local	18.96%	2,922,457		13.5
Fair	60-74	MPAH	13.77%	2,122,877	17.6%	8.9
		Local	3.86%	595,357		2.6
Poor	41-59	MPAH	2.42%	373,112	6.0%	1.4
		Local	3.60%	555,076		2.6
Very Poor	0-40	MPAH	0.00%	0	0.0%	0.0
		Local	0.00%	0		0.0

X. Reduction in M2 Local Match

A local agency match reduction of 10% of the eligible cost for projects submitted for consideration of funding through the M2 Comprehensive Transportation Funding Programs (CTFP) call for projects is available if the local agency either:

a. Shows measurable improvement of paved road conditions during the previous reporting period defined as an overall weighted (by area) average system improvement of one Pavement Condition Index (PCI) point with no reduction in the overall weighted (by area) average PCI in the Master Plan of Arterial Highways (MPAH) or local street categories;

or

b. Have road pavement conditions during the previous reporting period, within the highest 20% of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in "good condition".

The City of Aliso Viejo has met both the criteria noted above by having an average weighted PCI of 83. This means the City continues to remain eligible for M2 funding.

XI. Appendix A – Seven-Year Road Maintenance and Rehabilitation Plan Based on Current *or* Expected Funding Level

The seven-year plan for road maintenance and rehabilitation should be based on current and projected budget. Street sections selected for treatment should be identified here. Specific data to be submitted should follow the format below:

MPAH								
	Limits of Work							
Street Name	**From**	**To**	**Length of Segment**	**Width of Segment**	**Pavement Area**	**Type of Treatment**	**Cost of Treatment**	**Year of Treatment**

LOCAL								
	Limits of Work							
Street Name	**From**	**To**	**Length of Segment**	**Width of Segment**	**Pavement Area**	**Type of Treatment**	**Cost of Treatment**	**Year of Treatment**

Please attach the seven-year road maintenance and rehabilitation plan, following the above template, after this sheet. The plan should be labeled Appendix A.

MPAH								
Street Name	From	To	Length (ft)	Width (ft)	Area (sf)	Treatment Type	Cost of Treatment	Year of Treatment
Aliso Creek Rd	Aliso Viejo Pkwy	Liberty	1,767	48	83,266	CIP - Mill and Overlay	$287,261.72	FY 2022/23
Aliso Creek Rd	Liberty	Pursuit	942	48	43,666	CIP - Mill and Overlay	$150,644.56	FY 2022/23
Aliso Creek Rd	Pursuit	Wood Canyon Dr	985	48	47,280	CIP - Mill and Overlay	$163,112.60	FY 2022/23
Aliso Creek Rd	Wood Canyon Dr	City Limits (Bridge)	740	48	35,520	CIP - Mill and Overlay	$122,541.45	FY 2022/23
Aliso Creek Rd	City Limits (Bridge)	Wood Canyon Dr	750	48	35,830	CIP - Mill and Overlay	$123,610.92	FY 2022/23
Aliso Creek Rd	Wood Canyon Dr	Pursuit	979	48	45,342	CIP - Mill and Overlay	$156,426.64	FY 2022/23
Aliso Creek Rd	Pursuit	Liberty	935	48	43,430	CIP - Mill and Overlay	$149,830.38	FY 2022/23
Aliso Creek Rd	Liberty	Aliso Viejo Pkwy	1,767	48	83,066	CIP - Mill and Overlay	$286,571.73	FY 2022/23
Aliso Creek Rd	73 Toll Overpass	Enterprise	1,405	51	71,655	CIP - Mill and Overlay	$60,000.00	FY 2022/23
Aliso Viejo Parkway	Moulton Pkwy	Briarglen	603	49	29,547	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$18,259.92	FY 2023/24
Aliso Viejo Parkway	Endeavor	Grand	1,187	49	58,163	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$35,944.48	FY 2023/24
Pacific Park Dr	Chase	Cheyenne	1,727	41	69,207	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$42,769.62	FY 2023/24
Pacific Park Dr	Bridge w/s	Aliso Creek Rd	1,436	96	68,928	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$42,597.20	FY 2023/24
Glenwood Dr	SR 73 Bridge	Brookline	997	42	41,874	CIP - Slurry Seal	$16,620.55	FY 2023/24
Glenwood Dr	Aliso Creek Rd	Brookline	1,595	42	65,440	CIP - Slurry Seal	$25,974.32	FY 2023/24
Glenwood Dr	Brookline	SR 73 Bridge	997	42	41,774	CIP - Localized Treatment (e.g. Digout, Crack Seal)	$16,580.85	FY 2023/24
Glenwood Dr	Brookline	Aliso Creek Rd	1,586	42	65,062	CIP - Localized Treatment (e.g. Digout, Crack Seal)	$25,824.28	FY 2023/24
Aliso Creek Rd	73 Toll Overpass	Enterprise	1,405	51	71,655	CIP - Mill and Overlay	$600,000.00	FY 2023/24
Aliso Viejo Parkway	Cedarbrook	Briarglen	1,540	49	73,910	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$47,046.33	FY 2024/25
Aliso Viejo Parkway	Briarglen	Moulton Pkwy	603	49	31,397	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$19,985.30	FY 2024/25
Aliso Viejo Parkway	Briarglen	Cedarbrook	1,540	49	75,360	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$47,969.31	FY 2024/25
Pacific Park Dr	Canyon Vistas	Coronado Cay	805	40	30,600	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$19,477.98	FY 2024/25
Pacific Park Dr	Coronado Cay	Enterprise	1,251	41	50,041	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$31,852.87	FY 2024/25
Pacific Park Dr	73 Toll Overpass	Enterprise	475	41	19,475	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$12,396.53	FY 2024/25
Glenwood Dr	SR 73 Bridge	Brookline	997	42	41,874	CIP - Mill and Overlay	$151,540.28	FY 2024/25
Glenwood Dr	Aliso Creek Rd	Brookline	1,595	42	65,440	CIP - Mill and Overlay	$236,824.66	FY 2024/25
Glenwood Dr	Brookline	SR 73 Bridge	997	42	41,774	CIP - Mill and Overlay	$151,178.38	FY 2024/25
Glenwood Dr	Brookline	Aliso Creek Rd	1,586	42	65,062	CIP - Mill and Overlay	$235,456.69	FY 2024/25
Aliso Creek Rd	Enterprise	Autumnglen	1,016	48	47,218	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$30,055.93	FY 2024/25
Aliso Creek Rd	Pacific Park Dr	Journey	1,397	48	67,056	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$42,683.52	FY 2024/25
Aliso Creek Rd	Journey	Aliso Viejo Pkwy	1,102	48	52,896	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$33,670.18	FY 2024/25
Aliso Creek Rd	Aliso Viejo Pkwy	Journey	1,104	48	51,342	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$32,681.00	FY 2024/25
Aliso Creek Rd	Journey	Pacific Park Dr	1,423	48	68,304	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$43,477.92	FY 2024/25
Aliso Creek Rd	Pacific Park Dr	Autumnglen	1,065	48	49,570	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$31,553.06	FY 2024/25
Aliso Creek Rd	Autumnglen	Enterprise	1,016	48	47,318	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$30,119.58	FY 2024/25
Aliso Creek Rd	Windsong	Aliso Viejo Pkwy	1,051	40	40,790	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$25,964.28	FY 2024/25
Aliso Creek Rd	Aliso Viejo Pkwy	Windsong	1,044	41	41,254	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$26,259.63	FY 2024/25
Wood Canyon Dr	Las Flores	Valencia	1,664	50	83,200	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$52,959.75	FY 2024/25
Wood Canyon Dr	SOKA South Entrance	Calypso St	1,102	61	67,222	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$42,789.19	FY 2024/25
Pacific Park Dr	Wood Canyon Dr	Cheyenne	1,236	42	50,662	Mill and Overlay	$265,743.34	FY 2025/26
Pacific Park Dr	Enterprise	Coronado Cay	1,248	41	51,098	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$33,501.46	FY 2025/26
Aliso Creek Rd	El Toro Rd	Hummingbird Ln	661	41	25,851	Mill and Overlay	$135,599.29	FY 2025/26
Aliso Creek Rd	Glenwood Dr	Eastwing	1,143	41	45,413	Mill and Overlay	$238,210.15	FY 2025/26
Alicia Parkway	Pacific Park	Morning Ridge	1,153	41	47,273	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$31,923.48	FY 2026/27
Alicia Parkway	Morning Ridge	73 Overpass	514	41	21,074	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$14,231.28	FY 2026/27
Alicia Parkway	73 Overpass	Holly Oak	520	41	21,320	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$14,397.41	FY 2026/27
Alicia Parkway	Holly Oak	North City Limits	1,396	41	57,236	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$38,651.50	FY 2026/27
Alicia Parkway	North City Limits	Holly Oak	1,393	42	58,506	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$39,509.13	FY 2026/27
Alicia Parkway	Holly Oak	73 Overpass	523	42	21,966	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$14,833.65	FY 2026/27
Alicia Parkway	73 Overpass	Morning Ridge	513	42	21,546	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$14,550.02	FY 2026/27
Alicia Parkway	Morning Ridge	Pacific Park Dr	1,154	42	48,468	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$32,730.46	FY 2026/27
Aliso Viejo Parkway	Enterprise	Columbia	1,671	45	76,995	Mill and Overlay	$415,987.05	FY 2026/27
Aliso Creek Rd	Windsong	73 Toll Overpass	1,338	51	66,688	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$45,034.44	FY 2026/27

MPAH								
Street Name	**From**	**To**	**Length (ft)**	**Width (ft)**	**Area (sf)**	**Treatment Type**	**Cost of Treatment**	**Year of Treatment**
Aliso Viejo Parkway	Pacific Park Dr	1134 n/o Pacific Park Dr	1,134	51	56,036	Mill and Overlay	$311,832.69	FY 2027/28
Aliso Viejo Parkway	Aliso Creek Rd	Cedarbrook	674	49	31,776	Mill and Overlay	$176,829.10	FY 2027/28
Pacific Park Dr	Heather Ridge	Alicia Pkwy	992	75	41,664	Mill and Overlay	$231,854.47	FY 2027/28
Pacific Park Dr	City Limits	Aliso Niguel	1,656	42	69,552	Mill and Overlay	$398,658.80	FY 2028/29
Pacific Park Dr	Aliso Niguel	La Paz	632	42	26,544	Mill and Overlay	$152,145.15	FY 2028/29
Pacific Park Dr	Chase	Cheyenne	1,727	41	69,207	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$49,581.71	FY 2028/29
Pacific Park Dr	Alicia Pkwy	Bridge e/s	1,167	48	56,016	Mill and Overlay	$321,073.03	FY 2028/29
Pacific Park Dr	Bridge w/s	Aliso Creek Rd	1,436	96	68,928	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$49,381.83	FY 2028/29
Pacific Park Dr	Aliso Viejo Pkwy	Wood Canyon Dr	1,358	42	55,256	Mill and Overlay	$316,716.86	FY 2028/29

Local Streets								
Street Name	**From**	**To**	**Length (ft)**	**Width (ft)**	**Area (sf)**	**Treatment Type**	**Cost of Treatment**	**Year of Treatment**
Shining Star Wy	Gatewood Dr	End	102	36	4,922	CIP - Slurry Seal	$2,420.61	FY 2022/23
Style Dr	Gatewood Dr	Dead End	410	36	17,510	CIP - Slurry Seal	$8,611.33	FY 2022/23
Style Dr	Style Dr	End	63	56	3,528	CIP - Slurry Seal	$1,735.05	FY 2022/23
Enterprise	Aliso Viejo Pkwy	Summit	1,000	39	37,450	CIP - Slurry Seal	$9,631.09	FY 2022/23
Enterprise	Summit	Aliso Creek Rd	2,035	39	77,915	CIP - Localized Treatment (e.g. Digout, Crack Seal)	$20,037.55	FY 2022/23
Enterprise	Aliso Creek Rd	Summit	2,024	39	78,936	CIP - Localized Treatment (e.g. Digout, Crack Seal)	$20,300.12	FY 2022/23
Enterprise	Summit	Aliso Viejo Pkwy	1,004	39	39,006	CIP - Slurry Seal	$10,031.25	FY 2022/23
Westridge Dr	Oakview Dr	Wood Canyon Dr	874	40	34,480	CIP - Slurry Seal	$16,957.09	FY 2022/23
Gatewood Dr	Oakview Dr	Dead End	1,105	40	45,450	CIP - Slurry Seal	$22,352.08	FY 2022/23
Southern Hills Dr	Bel Flora Ct	Dead End	976	40	40,290	CIP - Slurry Seal	$19,814.42	FY 2022/23
Bel Flora Ct	Oakview Dr	Country Walk Dr	542	40	21,680	CIP - Slurry Seal	$10,662.11	FY 2022/23
Oakview Dr	Wood Canyon Dr	Crimson Canyon	943	40	37,600	CIP - Slurry Seal	$18,491.49	FY 2022/23
Oakview Dr	Crimson Canyon	Endless Vista	1,486	40	59,440	CIP - Slurry Seal	$29,232.29	FY 2022/23
Oakview Dr	Endless Vista	Gate	2,018	40	80,370	CIP - Slurry Seal	$39,525.56	FY 2022/23
Midnight Ct	Dawn Ln	Dead End	158	36	6,938	CIP - Slurry Seal	$3,412.07	FY 2022/23
Evening Light Ln	Dusk Wy	Dawn Ln	866	36	31,176	CIP - Slurry Seal	$15,332.20	FY 2022/23
Dusk Wy	Dawn Ln	Evening Light	264	36	9,504	CIP - Slurry Seal	$4,674.02	FY 2022/23
Dawn Ln	Oakview Dr	Dusk Wy	1,255	36	45,180	CIP - Slurry Seal	$22,219.29	FY 2022/23
Orion	Liberty	End	447	45	20,115	CIP - Slurry Seal	$9,892.45	FY 2022/23
Liberty	Aliso Viejo Pkwy	1033' s/o Aliso Viejo Pkwy	1,033	64	66,112	CIP - Slurry Seal	$32,513.54	FY 2022/23
Liberty	1033' s/o Aliso Viejo Pkwy	Pursuit	2,179	64	139,456	CIP - Slurry Seal	$68,583.75	FY 2022/23
Liberty	Pursuit	Aliso Creek Rd	955	64	61,120	CIP - Slurry Seal	$30,058.50	FY 2022/23
Duray Ct	Monstad St	End	264	40	11,810	CIP - Slurry Seal	$5,808.10	FY 2022/23
Kewen Wy	Grindlay Pl	Monstad St	538	32	17,216	CIP - Slurry Seal	$8,466.74	FY 2022/23
Grindlay Pl	Monstad St	Kewen Wy	190	40	8,850	CIP - Slurry Seal	$4,352.38	FY 2022/23
Monstad St	Pursuit	Grindlay Pl	984	40	40,610	CIP - Slurry Seal	$19,971.79	FY 2022/23
Monstad St	Monstad St	End	68	70	6,010	CIP - Slurry Seal	$2,955.69	FY 2022/23
Mesa Cr	Lyon Ridge	End	260	36	9,360	CIP - Slurry Seal	$4,603.20	FY 2022/23
Lyon Ridge	Lyon Ridge	Dead End	796	36	28,656	CIP - Slurry Seal	$14,092.87	FY 2022/23
Lyon Ridge	Pursuit	Lyon Ridge	157	36	5,652	CIP - Slurry Seal	$2,779.62	FY 2022/23
Lyon Ridge	Lyon Ridge	Dead End	88	36	3,168	CIP - Slurry Seal	$1,558.01	FY 2022/23
Pursuit	Liberty	Rue Du Chateau	890	45	40,050	CIP - Slurry Seal	$19,696.39	FY 2022/23
Pursuit	Rue Du Chateau	Lyon Ridge	1,538	45	69,210	CIP - Slurry Seal	$34,037.12	FY 2022/23
Pursuit	Lyon Ridge	Aliso Creek Rd	1,580	45	71,100	CIP - Slurry Seal	$34,966.62	FY 2022/23
City Lights Dr	Pacific Park	Prvt Prop	1,390	64	88,960	CIP - Slurry Seal	$43,750.07	FY 2022/23
Journey	Aliso Creek	Pacific Park Dr	1,829	45	82,155	CIP - Slurry Seal	$40,403.41	FY 2022/23
Journey	Journey (N)	Journey (S)	3,207	45	144,165	CIP - Slurry Seal	$70,899.61	FY 2022/23
Heather Ridge	Pacific Park Dr	Woodside	471	40	18,725	CIP - Slurry Seal	$9,208.86	FY 2022/23
Creekside	Woodside	Morningridge	792	40	31,680	CIP - Slurry Seal	$15,580.06	FY 2022/23
Woodside	Morning Ridge	Creekside	807	40	32,130	CIP - Slurry Seal	$15,801.37	FY 2022/23
Morning Ridge	Alicia Pkwy	Creekside	561	40	22,440	CIP - Slurry Seal	$11,035.88	FY 2022/23
Morning Ridge	Creekside	Woodside	1,126	40	45,040	CIP - Slurry Seal	$22,150.44	FY 2022/23
Enterprise	Aliso Viejo Pkwy	Summit	1,000	39	37,450	CIP - Mill and Overlay	$106,744.55	FY 2023/24
Enterprise	Summit	Aliso Creek Rd	2,035	39	77,915	CIP - Mill and Overlay	$222,082.81	FY 2023/24
Enterprise	Aliso Creek Rd	Summit	2,024	39	78,936	CIP - Mill and Overlay	$224,992.99	FY 2023/24
Enterprise	Summit	Aliso Viejo Pkwy	1,004	39	39,006	CIP - Mill and Overlay	$111,179.65	FY 2023/24
Via Iglesia	Calle Cortez	Moulton Pkwy	1,950	40	78,000	CIP - Slurry Seal	$23,199.60	FY 2025/26
Via Iglesia	Calle Cortez	Moulton Pkwy	1,400	40	57,000	CIP - Slurry Seal	$16,953.56	FY 2025/26
Prairie Falcon	Egret Ln	Crane St	1,223	40	48,920	CIP - Slurry Seal	$14,550.31	FY 2025/26

Local Streets								
Street Name	**From**	**To**	**Length (ft)**	**Width (ft)**	**Area (sf)**	**Treatment Type**	**Cost of Treatment**	**Year of Treatment**
Prairie Falcon	Crane St	Dead End	829	40	34,320	CIP - Slurry Seal	$10,207.82	FY 2025/26
Crane St	Canyon Wren Ln	Prarie Falcon	101	40	4,010	CIP - Slurry Seal	$1,192.70	FY 2025/26
Bluebird Ln	Cardinal Ave	Dead End	921	34	32,564	CIP - Slurry Seal	$9,685.54	FY 2025/26
Cardinal Ave	Canyon Wren Ln	Bluebird ln	918	34	31,122	CIP - Slurry Seal	$9,256.64	FY 2025/26
Nutcracker Ln	Cuervo Dr	Dead End	421	39	17,579	CIP - Slurry Seal	$5,228.54	FY 2025/26
Calle Corta	Westwing	El Toro Rd	1,364	40	54,470	CIP - Slurry Seal	$16,201.06	FY 2025/26
Canyon Wren Ln	Westwing	Crane St	1,833	40	73,320	CIP - Slurry Seal	$21,807.63	FY 2025/26
Canyon Wren Ln	Crane St	El Toro Rd	1,208	40	48,230	CIP - Slurry Seal	$14,345.09	FY 2025/26
Bob White Ln	Pinyon Jay	Cuervo Dr	264	39	10,276	CIP - Slurry Seal	$3,056.40	FY 2025/26
King Eider Ln	Calle Corta	Dead End	970	36	36,170	CIP - Slurry Seal	$10,758.07	FY 2025/26
Chickadee Ln	Calle Corta	Dead End	1,056	36	39,176	CIP - Slurry Seal	$11,652.15	FY 2025/26
Pheasant Ln	Westwing	Dead End	950	36	35,450	CIP - Slurry Seal	$10,543.92	FY 2025/26
Rosy Finch Ln	Westwing	Dead End	964	36	35,894	CIP - Slurry Seal	$10,675.98	FY 2025/26
Sora Ct	Westwing	Dead End	73	36	3,478	CIP - Slurry Seal	$1,034.46	FY 2025/26
Westwing	Aliso Creek	Ramblewood	2,548	40	101,770	CIP - Slurry Seal	$30,269.53	FY 2025/26
Westwing	Calle Corta	Aliso Creek	1,784	40	71,360	CIP - Slurry Seal	$21,224.66	FY 2025/26
Dove Ln	Macaw St	Dead End	424	36	16,454	CIP - Slurry Seal	$4,893.93	FY 2025/26
Macaw St	Larkspur Dr	Dove	264	36	9,504	CIP - Slurry Seal	$2,826.78	FY 2025/26
Mallard Dr	Moorhen	Dead End	432	36	16,802	CIP - Slurry Seal	$4,997.43	FY 2025/26
Peacock Ct	Moorhen Ln	Dead end	264	36	10,754	CIP - Slurry Seal	$3,198.57	FY 2025/26
Pinyon Jay	Wigeon Ln	Bob White	206	39	8,034	CIP - Slurry Seal	$2,389.56	FY 2025/26
Moorhen Ln	Westwing	Mallard Dr	392	36	14,112	CIP - Slurry Seal	$4,197.34	FY 2025/26
Blue Jay Dr	Woodstork Ln	Dead End West	470	36	18,170	CIP - Slurry Seal	$5,404.32	FY 2025/26
Blue Jay Dr	Woodstork Ln	Dead End East	398	36	15,548	CIP - Slurry Seal	$4,624.45	FY 2025/26
Woodstork Ln	Skylark Dr	Bluejay Dr	264	36	9,464	CIP - Slurry Seal	$2,814.89	FY 2025/26
Raven Ln	Skylark Dr	Dead End	1,490	36	54,800	CIP - Slurry Seal	$16,299.21	FY 2025/26
Eastwing	Skylark Dr	Aliso Creek Rd	528	40	21,570	CIP - Slurry Seal	$6,415.58	FY 2025/26
Skylark Dr	Larkspur Dr	Eastwing	1,166	40	46,520	CIP - Slurry Seal	$13,836.48	FY 2025/26
Larkspur Dr	Spoonbill Dr	Skylark Dr	913	40	36,430	CIP - Slurry Seal	$10,835.40	FY 2025/26
Spoonbill Dr	Surfbird Ln	Lakespur Dr	528	40	21,120	CIP - Slurry Seal	$6,281.74	FY 2025/26
Wigeon Ln	Cuervo Dr	Pinyon Jay	264	39	10,296	CIP - Slurry Seal	$3,062.35	FY 2025/26
Osprey Ave	Surfbird Ln	Dead End	264	37	11,018	CIP - Slurry Seal	$3,277.09	FY 2025/26
Golden Eagle Ct	Surfbird Ln	Dead End	264	37	11,018	CIP - Slurry Seal	$3,277.09	FY 2025/26
Surfbird Ln	Spoonbill Dr	Seagull Ln	1,211	37	45,657	CIP - Slurry Seal	$13,579.80	FY 2025/26
Surfbird Ln	Seagull Ln	Dead End	670	37	26,040	CIP - Slurry Seal	$7,745.10	FY 2025/26
Merlin Ave	Surfbird Ln	Moorhen Ln	1,672	34	56,788	CIP - Slurry Seal	$16,890.50	FY 2025/26
Swan Ln	Surfbird Ln	Dead End	370	36	14,510	CIP - Slurry Seal	$4,315.72	FY 2025/26
Dunlin Ln	Surfbird Ln	Dead End	528	38	21,314	CIP - Slurry Seal	$6,339.44	FY 2025/26
Brookline	Brookline	Glenwood	380	64	24,320	CIP - Slurry Seal	$7,233.52	FY 2025/26
Brookline	Aliso Creek Rd	Dead End	1,551	44	69,404	CIP - Slurry Seal	$20,642.89	FY 2025/26
Columbia	Aliso Creek Rd	Aliso Viejo Pkwy	1,622	44	71,208	CIP - Mill and Overlay	$245,667.60	FY 2025/26
Columbia	Columbia	Columbia	1,796	36	64,656	CIP - Mill and Overlay	$223,063.20	FY 2025/26
Columbia	Columbia	End	423	40	17,580	CIP - Mill and Overlay	$60,651.00	FY 2025/26
Argonaut	Aliso Creek Rd	Argonaut	1,483	44	65,252	CIP - Mill and Overlay	$225,119.40	FY 2025/26
Argonaut	Argonaut	Argonaut	1,633	44	71,852	CIP - Mill and Overlay	$247,889.40	FY 2025/26
Argonaut	Argonaut	Glenwood Dr	398	44	17,432	CIP - Mill and Overlay	$60,140.40	FY 2025/26
Solitaire Ln	Seagull Ln	Dead End	1,040	36	38,690	CIP - Slurry Seal	$11,507.60	FY 2025/26
Lynoak	Briarglen	Dead End	264	36	10,754	CIP - Slurry Seal	$3,198.57	FY 2025/26
Spicewood	Eastwind	Dead End	815	36	30,590	CIP - Slurry Seal	$9,098.41	FY 2025/26

Local Streets								
Street Name	**From**	**To**	**Length (ft)**	**Width (ft)**	**Area (sf)**	**Treatment Type**	**Cost of Treatment**	**Year of Treatment**
Windflower	Eastwind	Dead End	792	36	29,762	CIP - Slurry Seal	$8,852.14	FY 2025/26
Parkwood	Eastwind	Dead End	792	36	29,762	CIP - Slurry Seal	$8,852.14	FY 2025/26
Blackbird Ln	Seagull Ln	Dead End	886	36	33,146	CIP - Slurry Seal	$9,858.64	FY 2025/26
Coralwind	Eastwind	Dead End	615	36	23,390	CIP - Slurry Seal	$6,956.91	FY 2025/26
Briarglen	Eastwind	Dahlia	1,077	32	34,304	CIP - Slurry Seal	$10,203.07	FY 2025/26
Briarglen	Dahlia	Aliso Viejo Pkwy	1,001	32	32,032	CIP - Slurry Seal	$9,527.30	FY 2025/26
Briarglen	Briarglen	Dead End	106	60	7,460	CIP - Slurry Seal	$2,218.83	FY 2025/26
Eastwind	Amber	Briarglen	1,571	30	47,130	CIP - Slurry Seal	$14,017.91	FY 2025/26
Amber	Eastwood	Dead End	351	36	13,886	CIP - Slurry Seal	$4,130.12	FY 2025/26
Birchmont	Cedarbrook	Eastwind	804	40	32,160	CIP - Slurry Seal	$9,565.37	FY 2025/26
Cuervo Dr	Canyon Wren Ln	Wigeon Ln	1,066	36	38,376	CIP - Slurry Seal	$11,414.20	FY 2025/26
Seagull Ln	Surfbird Ln	Canyon Wren Ln	933	40	37,320	CIP - Slurry Seal	$11,100.12	FY 2025/26
Cedarbrook	Rainwood	Aliso Viejo Pkwy	1,510	37	55,790	CIP - Slurry Seal	$16,593.66	FY 2025/26
Cedarbrook	Glenwood Dr	Rainwood	1,790	37	66,070	CIP - Slurry Seal	$19,651.25	FY 2025/26
Cedarbrook	Da Vinci	Glenwood Dr	1,071	43	46,703	CIP - Slurry Seal	$13,890.91	FY 2025/26
Da Vinci	Glenwood Dr	Cedarbrook	1,943	43	83,549	CIP - Slurry Seal	$24,850.05	FY 2025/26
Calle Cortez	Via Iglesia	Moulton Pkwy	443	36	14,903	CIP - Slurry Seal	$4,432.61	FY 2025/26
Egret Ln	Prarie Falcon	Seagull Ln	2,039	40	81,500	CIP - Slurry Seal	$24,240.61	FY 2025/26
Satinbush	Collingwood	Dead End	141	36	6,326	CIP - Slurry Seal	$2,522.95	FY 2026/27
Collingwood	Briarcliff	Diamondgate	730	36	26,280	CIP - Slurry Seal	$10,481.04	FY 2026/27
Thornbird	Briarcliff	Dead End	536	36	20,546	CIP - Slurry Seal	$8,194.20	FY 2026/27
Helmcrest	Briarcliff	Dead End	634	36	24,074	CIP - Slurry Seal	$9,601.24	FY 2026/27
Grandbriar	Briarcliff	Dead End	792	36	29,762	CIP - Slurry Seal	$11,869.74	FY 2026/27
Briarcliff	Lindengrove	Westwing	1,144	36	41,034	CIP - Slurry Seal	$16,365.26	FY 2026/27
Lindengrove	Diamondgate	Briarcliff	1,165	36	41,860	CIP - Slurry Seal	$16,694.69	FY 2026/27
Goldenfield	Diamondgate	Dead End	114	36	5,304	CIP - Slurry Seal	$2,115.35	FY 2026/27
Mareblu	Pacific Park	Dead End	565	38	21,470	CIP - Slurry Seal	$8,562.71	FY 2026/27
Crystal Glen	Diamondgate	Dead End	332	36	13,202	CIP - Slurry Seal	$5,265.25	FY 2026/27
Diamond Gate	Lindengrove	Dead End	1,481	36	54,706	CIP - Slurry Seal	$21,817.96	FY 2026/27
Crestview	Meadow Point	Dead End	733	36	27,638	CIP - Slurry Seal	$11,022.64	FY 2026/27
Meadow Point	Skygate	Diamondgate	486	40	19,440	CIP - Slurry Seal	$7,753.10	FY 2026/27
Skygate	Westwing	Meadow Point	1,056	40	42,240	CIP - Slurry Seal	$16,846.24	FY 2026/27
Phoebe Ct	Royal Tern	Dead End	306	30	10,430	CIP - Slurry Seal	$4,159.71	FY 2026/27
Condor Ln	Sanderling Ln	Hummingbird Ln	126	36	4,536	CIP - Slurry Seal	$1,809.06	FY 2026/27
Sanderling Ln	Falcon Crest Ln	Hummingbird Ln	569	36	20,484	CIP - Slurry Seal	$8,169.47	FY 2026/27
Falcon Crest Ln	Royal Tern Ln	Sanderling Ln	566	36	20,376	CIP - Slurry Seal	$8,126.40	FY 2026/27
Royal Tern Ln	Dead End	Phoebe	953	36	35,558	CIP - Slurry Seal	$14,181.31	FY 2026/27
Willet Ln	Hummingbird Ln	Royal Turn Ln	232	36	8,352	CIP - Slurry Seal	$3,330.96	FY 2026/27
White Pelican Ln	Blue Heron Ln	Dead End	268	36	10,898	CIP - Slurry Seal	$4,346.36	FY 2026/27
Blue Heron Ln	San Bittern Ln	Dead End	567	36	21,612	CIP - Slurry Seal	$8,619.34	FY 2026/27
Goldfinch Ln	Hummingbird Ln	Woodswallow Ln	148	40	5,920	CIP - Slurry Seal	$2,361.03	FY 2026/27
Firecrest Ln	Songbird Ln	Woodswallow Ln	156	36	5,616	CIP - Slurry Seal	$2,239.78	FY 2026/27
Trumpeter Ln	Woodswallow Ln	Songbird Ln	264	36	9,504	CIP - Slurry Seal	$3,790.40	FY 2026/27
Songbird Ln	Trumpeter Ln	Firecrest Ln	1,320	36	47,520	CIP - Slurry Seal	$18,952.02	FY 2026/27
Coral Bill Ln	Hummingbird Ln	Woodswallow	158	40	6,320	CIP - Slurry Seal	$2,520.56	FY 2026/27
San Bittern Ln	Hummingbird Ln	Dead End	827	36	30,962	CIP - Slurry Seal	$12,348.33	FY 2026/27
Starling Ln	Hummingbird Ln	Dead End	686	36	25,951	CIP - Slurry Seal	$10,349.83	FY 2026/27
Hummingbird Ln	Aliso Creek	San Bittern Ln	1,590	40	63,600	CIP - Slurry Seal	$25,365.08	FY 2026/27
Hummingbird Ln	San Bittern Ln	Dead End	1,052	40	42,080	CIP - Slurry Seal	$16,782.43	FY 2026/27

Local Streets								
Street Name	**From**	**To**	**Length (ft)**	**Width (ft)**	**Area (sf)**	**Treatment Type**	**Cost of Treatment**	**Year of Treatment**
Flintstone	Eastwing	Dead End	1,320	30	40,850	CIP - Slurry Seal	$16,291.88	FY 2026/27
Timberbluff	Ramblewood	Dead End	267	36	10,862	CIP - Slurry Seal	$4,332.01	FY 2026/27
Ramblewood	Shorecliff	Westwing	574	34	19,456	CIP - Slurry Seal	$7,759.48	FY 2026/27
Mayflower	Shore Cliff	Dead End	421	36	16,406	CIP - Slurry Seal	$6,543.07	FY 2026/27
Shorecliff	Ridgecrest	Dead End	1,848	30	56,690	CIP - Slurry Seal	$22,609.22	FY 2026/27
Brooktree	Oakleigh	Dead End	424	30	15,210	CIP - Slurry Seal	$6,066.08	FY 2026/27
Ridgecrest	Oakleigh	Shorecliff	1,584	30	47,520	CIP - Slurry Seal	$18,952.02	FY 2026/27
Oakleigh	Eastwing	Brooktree	414	30	12,420	CIP - Slurry Seal	$4,953.37	FY 2026/27
Heatherwood	Eastwing	Dead End	931	36	34,706	CIP - Slurry Seal	$13,841.52	FY 2026/27
Eaglepoint	End	End	507	36	18,252	CIP - Slurry Seal	$7,279.30	FY 2026/27
Pathfinder	Saddleridge	Eaglepoint	264	36	9,504	CIP - Slurry Seal	$3,790.40	FY 2026/27
Crossbow	Sandbridge	Saddleridge	293	36	10,548	CIP - Slurry Seal	$4,206.77	FY 2026/27
Sandbridge	Highpoint	Heatherwood	1,169	40	46,760	CIP - Slurry Seal	$18,648.92	FY 2026/27
Highpoint	Stonebrook	Dead End	957	40	39,530	CIP - Slurry Seal	$15,765.44	FY 2026/27
Stonebrook	Westwing	Dead End	528	36	20,258	CIP - Slurry Seal	$8,079.34	FY 2026/27
Hazelbranch	Baylaurel	Dead End	196	36	8,306	CIP - Slurry Seal	$3,312.62	FY 2026/27
Copper Crest	End	End	921	36	35,656	CIP - Slurry Seal	$14,220.40	FY 2026/27
Bay Laurel	Westwing	Coppercrest	514	40	20,560	CIP - Slurry Seal	$8,199.78	FY 2026/27
Tanglewood	Westwing	Dead End	1,050	36	38,990	CIP - Slurry Seal	$15,550.07	FY 2026/27
Northwinds	Westwing	Dead End	698	35	25,680	CIP - Slurry Seal	$10,241.75	FY 2026/27
Eastwing	Heatherwood	Aliso Creek	1,229	40	49,160	CIP - Slurry Seal	$19,606.09	FY 2026/27
Eastwing	Heatherwood	Ramblewood	1,941	40	77,640	CIP - Slurry Seal	$30,964.54	FY 2026/27
Park Ave	Cedarbrook	Dead End	622	40	26,160	CIP - Slurry Seal	$10,433.18	FY 2026/27
Windsong	Aliso Creek (West)	Dead End	514	44	22,546	CIP - Slurry Seal	$8,991.84	FY 2026/27
Windsong	Aliso Creek (East)	Cedarbrook	1,400	40	56,000	CIP - Slurry Seal	$22,334.03	FY 2026/27
Hollyoak	Alicia Pkwy	Laurelmont	1,225	40	49,000	CIP - Slurry Seal	$19,542.28	FY 2026/27
Laurelmont	Alicia Parkway	Hollyoak	1,338	40	53,435	CIP - Slurry Seal	$21,311.06	FY 2026/27
Cedarbrook	Aliso Viejo Pkwy	Starcrest	1,295	40	51,800	CIP - Slurry Seal	$20,658.98	FY 2026/27
Cedarbrook	Starcrest	Windsong	900	40	35,920	CIP - Slurry Seal	$14,325.69	FY 2026/27
Cedarbrook	Windsong	Park Ave	1,618	40	64,560	CIP - Slurry Seal	$25,747.95	FY 2026/27
Saddleridge	Highpoint	Dead End	1,097	36	40,742	CIP - Slurry Seal	$16,248.81	FY 2026/27
Erica Ln	Grand	Richemont Wy	146	36	5,176	CIP - Slurry Seal	$1,655.92	FY 2027/28
Peppertree	Pacific Park Dr	Sprucewood	1,162	40	46,360	CIP - Slurry Seal	$14,831.64	FY 2027/28
Peppertree	Sprucewood	End	1,046	40	42,690	CIP - Slurry Seal	$13,657.53	FY 2027/28
Elderwood	Sagebrush	Dead End	1,584	36	58,274	CIP - Slurry Seal	$18,643.21	FY 2027/28
Clusterberry	Timberland	Elderwood	158	36	5,608	CIP - Slurry Seal	$1,794.13	FY 2027/28
Sagebrush	Timberland	Canyon Vistas	312	40	12,400	CIP - Slurry Seal	$3,967.05	FY 2027/28
Bearberry	Timberland	Dead End	158	36	6,938	CIP - Slurry Seal	$2,219.63	FY 2027/28
Timberland	Peppertree	Dead End	2,213	36	84,228	CIP - Slurry Seal	$26,946.50	FY 2027/28
Sprucewood	Canyon Vistas	Peppertree	2,423	36	87,108	CIP - Slurry Seal	$27,867.88	FY 2027/28
Rock Rose	Canyon Vistas	Peppertee	2,073	36	74,628	CIP - Slurry Seal	$23,875.24	FY 2027/28
Coastal Oak	Canyon Vistas	Peppertree	1,848	36	66,408	CIP - Slurry Seal	$21,245.47	FY 2027/28
Wood Vista Wy	Hopseed	Canyon Vista	1,136	40	45,440	CIP - Slurry Seal	$14,537.31	FY 2027/28
Stone Pine	Hopseed	Dead End	792	36	29,762	CIP - Slurry Seal	$9,521.56	FY 2027/28
Lantana	Hopseed	Dead End	792	36	29,762	CIP - Slurry Seal	$9,521.56	FY 2027/28
Golden Rain	Hopseed	Dead End	770	36	28,910	CIP - Slurry Seal	$9,248.98	FY 2027/28
Deerwood	Hopseed	Dead End	950	36	35,390	CIP - Slurry Seal	$11,322.09	FY 2027/28
Hopseed	Hollyleaf	Wood Vista	2,048	40	81,920	CIP - Slurry Seal	$26,208.12	FY 2027/28
Lilac	Hollyleaf	Dead End	150	36	6,615	CIP - Slurry Seal	$2,116.29	FY 2027/28

Local Streets								
Street Name	**From**	**To**	**Length (ft)**	**Width (ft)**	**Area (sf)**	**Treatment Type**	**Cost of Treatment**	**Year of Treatment**
Sugar Gum	Hollyleaf	Dead End	335	36	13,310	CIP - Slurry Seal	$4,258.18	FY 2027/28
Coffeeberry	Hollyleaf	Dead End	422	36	16,442	CIP - Slurry Seal	$5,260.18	FY 2027/28
Hollyleaf	Hopseed	Bottlebrush	984	36	35,424	CIP - Slurry Seal	$11,332.96	FY 2027/28
Hollyleaf	Bottlebrush	Dead End	1,111	36	40,786	CIP - Slurry Seal	$13,048.39	FY 2027/28
Sugarbush	Bottlebrush	Dead End	630	28	18,890	CIP - Slurry Seal	$6,043.35	FY 2027/28
Bottlebrush	Silkwood	Hollyleaf	480	36	17,280	CIP - Slurry Seal	$5,528.27	FY 2027/28
Scrub Oak	Silkwood	Dead End	453	36	17,558	CIP - Slurry Seal	$5,617.21	FY 2027/28
Silkwood	Canyon Vistas	Dead End	1,206	36	44,666	CIP - Slurry Seal	$14,289.69	FY 2027/28
Canyon Vistas	Pacific Park	Wood Vista Way	953	40	37,970	CIP - Slurry Seal	$12,147.49	FY 2027/28
Canyon Vistas	Wood Vista Way	Silkwood	1,569	40	62,760	CIP - Slurry Seal	$20,078.39	FY 2027/28
Enterprise	Pacific Park Dr	Antares	418	44	18,392	CIP - Slurry Seal	$5,884.03	FY 2027/28
Enterprise	Antares	Aliso Viejo Pkwy	1,672	44	76,318	CIP - Slurry Seal	$24,415.91	FY 2027/28
Enterprise	Aliso Viejo Pkwy	Summit	1,000	39	37,450	CIP - Slurry Seal	$11,981.13	FY 2027/28
Enterprise	Summit	Aliso Creek Rd	2,035	39	77,915	CIP - Slurry Seal	$24,926.82	FY 2027/28
Enterprise	Aliso Creek Rd	Summit	2,024	39	78,936	CIP - Slurry Seal	$25,253.46	FY 2027/28
Enterprise	Summit	Aliso Viejo Pkwy	1,004	39	39,006	CIP - Slurry Seal	$12,478.93	FY 2027/28
Enterprise	Aliso Viejo Pkwy	Antares	1,672	35	61,970	CIP - Slurry Seal	$19,825.65	FY 2027/28
Enterprise	Antares	Pacific Park Dr	418	35	16,180	CIP - Slurry Seal	$5,176.36	FY 2027/28
Palm Harbor	Cayman Brac	Cape Coral	292	36	10,512	CIP - Slurry Seal	$3,363.03	FY 2027/28
Cape Coral	Laguna Madre	Brittany Bay	712	36	25,632	CIP - Slurry Seal	$8,200.27	FY 2027/28
Laguna Madre	Cayman Brac	Cape Coral	284	36	10,224	CIP - Slurry Seal	$3,270.90	FY 2027/28
Paradise Bay	Chase	Cayman Brac	144	36	5,184	CIP - Slurry Seal	$1,658.48	FY 2027/28
Cayman Brac	Brittany Bay	Laguna Madre	643	36	23,148	CIP - Slurry Seal	$7,405.58	FY 2027/28
Cayman Brac	Brittany Bay	Key Largo	559	36	20,124	CIP - Slurry Seal	$6,438.14	FY 2027/28
Brittany Bay	Cayman Brac	Key Largo	310	36	11,160	CIP - Slurry Seal	$3,570.34	FY 2027/28
Key Largo	Sanborn	Cayman Brae	595	36	21,420	CIP - Slurry Seal	$6,852.76	FY 2027/28
Boulder Cir	Northern Pine	Dead End	149	36	6,614	CIP - Slurry Seal	$2,115.97	FY 2027/28
Oak Ridge Cir	Northern Pine	Dead End	183	36	7,838	CIP - Slurry Seal	$2,507.56	FY 2027/28
Sierra Cir	Northern Pine	Dead End	185	31	6,985	CIP - Slurry Seal	$2,234.66	FY 2027/28
Northern Pine Loop	Ponderosa	Ponderosa	2,112	36	76,032	CIP - Slurry Seal	$24,324.41	FY 2027/28
Ponderosa St	Sanborn	Northern Pine	131	40	5,160	CIP - Slurry Seal	$1,650.80	FY 2027/28
Picket Ln	Wood Canyon	Plateau	143	36	5,098	CIP - Slurry Seal	$1,630.97	FY 2027/28
Plateau	Wood Canyon	Plateau	141	36	5,076	CIP - Slurry Seal	$1,623.93	FY 2027/28
Plateau	North End	Picket Ln	1,342	36	49,562	CIP - Slurry Seal	$15,856.04	FY 2027/28
Plateau	Picket Ln	South End	439	36	17,154	CIP - Slurry Seal	$5,487.96	FY 2027/28
Kara Ct	Richmont Wy	Dead End	264	36	10,754	CIP - Slurry Seal	$3,440.46	FY 2027/28
Gala Ct	Richmont Wy	Dead End	264	36	10,754	CIP - Slurry Seal	$3,440.46	FY 2027/28
Richmont Wy	Caledon Ct	Kara Ct	534	36	19,224	CIP - Slurry Seal	$6,150.21	FY 2027/28
Caledon Ct	Richmont Wy	Dead End	321	36	12,806	CIP - Slurry Seal	$4,096.94	FY 2027/28
Nantais	Pierremont	Dead End	264	36	10,754	CIP - Slurry Seal	$3,440.46	FY 2027/28
Pierremont	Parisville	Dead end	910	36	33,950	CIP - Slurry Seal	$10,861.40	FY 2027/28
Parisville	Grand	Dead End	398	36	15,578	CIP - Slurry Seal	$4,983.77	FY 2027/28
Grand Ave	Aliso Viejo Pkwy	Wood Canyon Dr	909	45	39,405	CIP - Slurry Seal	$12,606.58	FY 2027/28
Grand Ave	Aliso Viejo Pkwy	Vantis Dr (pvt)	264	65	15,310	CIP - Slurry Seal	$4,898.03	FY 2027/28
Sanborn	Chase	Aurora	1,189	36	42,804	CIP - Slurry Seal	$13,694.00	FY 2027/28
Sanborn	Aurora	Wood Canyon Dr	999	36	35,824	CIP - Slurry Seal	$11,460.93	FY 2027/28
Chase	Thisledown	Paradise Bay	1,132	43	48,676	CIP - Slurry Seal	$15,572.59	FY 2027/28
Chase	Paradise Bay	Sanborn	658	43	28,294	CIP - Slurry Seal	$9,051.91	FY 2027/28
Chase	Sanborn	Pacific Park Dr	587	43	25,241	CIP - Slurry Seal	$8,075.18	FY 2027/28

Local Streets								
Street Name	**From**	**To**	**Length (ft)**	**Width (ft)**	**Area (sf)**	**Treatment Type**	**Cost of Treatment**	**Year of Treatment**
Wood Canyon Dr	Pacific Park Dr	Sanborn	1,346	43	57,878	CIP - Slurry Seal	$18,516.52	FY 2027/28
Wood Canyon Dr	Sanborn	Grand	703	43	30,179	CIP - Slurry Seal	$9,654.96	FY 2027/28
Wood Canyon Dr	Grand	Alastair	1,354	43	58,222	CIP - Slurry Seal	$18,626.57	FY 2027/28
Wood Canyon Dr	Alastair	Thistledown	542	43	23,306	CIP - Slurry Seal	$7,456.13	FY 2027/28
Oakgrove Dr	Wood Canyon Dr	Pleasant Walk	1,340	40	53,480	CIP - Slurry Seal	$17,109.50	FY 2027/28
Shining Star Wy	Gatewood Dr	End	102	36	4,922	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$3,526.25	FY 2028/29
Style Dr	Gatewood Dr	Dead End	410	36	17,510	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$12,544.62	FY 2028/29
Southern Hills Dr	Bel Flora Ct	Dead End	976	40	40,290	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$28,864.81	FY 2028/29
Oakview Dr	Wood Canyon Dr	Crimson Canyon	943	40	37,600	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$26,937.63	FY 2028/29
Kewen Wy	Grindlay Pl	Monstad St	538	32	17,216	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$12,333.99	FY 2028/29
Grindlay Pl	Monstad St	Kewen Wy	190	40	8,850	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$6,340.37	FY 2028/29
Mesa Cr	Lyon Ridge	End	260	36	9,360	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$6,705.75	FY 2028/29
Lyon Ridge	Pursuit	Lyon Ridge	157	36	5,652	Slurry Seal with Localized Treatment (e.g. Digout, Crack Seal)	$4,049.24	FY 2028/29

XII. Appendix B – Complete Street Listing Current Conditions

A complete street listing of current pavement conditions should be included in this report. Specific data to be submitted should follow the format below:

MPAH						
Street Name	**From**	**To**	**Width of Segment**	**Area**	**Current PCI**	**Most Recent Inspection Date**

LOCAL						
Street Name	**From**	**To**	**Width of Segment**	**Area**	**Current PCI**	**Most Recent Inspection Date**

Please attach the complete street listing, following the above template, after this sheet. The pages should be labeled Appendix B.

MPAH						
Street Name	**From**	**To**	**Width of Segment (ft)**	**Area (sf)**	**PCI**	**Most Recent Inspection Date**
Alicia Parkway	Pacific Park	Morning Ridge	41	47,273	97	10/27/2021
Alicia Parkway	Morning Ridge	73 Overpass	41	21,074	97	10/27/2021
Alicia Parkway	73 Overpass	Holly Oak	41	21,320	97	10/27/2021
Alicia Parkway	Holly Oak	North City Limits	41	57,236	97	10/27/2021
Alicia Parkway	North City Limits	Holly Oak	42	58,506	97	10/27/2021
Alicia Parkway	Holly Oak	73 Overpass	42	21,966	98	10/27/2021
Alicia Parkway	73 Overpass	Morning Ridge	42	21,546	98	10/27/2021
Alicia Parkway	Morning Ridge	Pacific Park Dr	42	48,468	97	10/27/2021
Aliso Creek Rd	Enterprise	Autumnglen	48	47,218	83	10/27/2021
Aliso Creek Rd	Autumnglen	Pacific Park Dr	48	49,670	80	10/27/2021
Aliso Creek Rd	Pacific Park Dr	Journey	48	67,056	87	10/27/2021
Aliso Creek Rd	Journey	Aliso Viejo Pkwy	48	52,896	87	10/27/2021
Aliso Creek Rd	Aliso Viejo Pkwy	Liberty	48	83,266	62	10/27/2021
Aliso Creek Rd	Liberty	Pursuit	48	43,666	67	10/27/2021
Aliso Creek Rd	Pursuit	Wood Canyon Dr	48	47,280	74	10/27/2021
Aliso Creek Rd	Wood Canyon Dr	City Limits (Bridge)	48	35,520	66	10/27/2021
Aliso Creek Rd	City Limits (Bridge)	Wood Canyon Dr	48	35,830	65	10/27/2021
Aliso Creek Rd	Wood Canyon Dr	Pursuit	48	45,342	65	10/27/2021
Aliso Creek Rd	Pursuit	Liberty	48	43,430	62	10/27/2021
Aliso Creek Rd	Liberty	Aliso Viejo Pkwy	48	83,066	64	10/27/2021
Aliso Creek Rd	Aliso Viejo Pkwy	Journey	48	51,342	88	10/27/2021
Aliso Creek Rd	Journey	Pacific Park Dr	48	68,304	89	10/27/2021
Aliso Creek Rd	Pacific Park Dr	Autumnglen	48	49,570	85	10/27/2021
Aliso Creek Rd	Autumnglen	Enterprise	48	47,318	85	10/27/2021
Aliso Creek Rd	Enterprise	73 Toll Overpass	51	70,205	60	10/27/2021
Aliso Creek Rd	73 Toll Overpass	Windsong	51	68,646	82	10/27/2021
Aliso Creek Rd	Windsong	Aliso Viejo Pkwy	40	40,790	90	10/27/2021
Aliso Creek Rd	Aliso Viejo Pkwy	Columbia	40	78,250	74	10/27/2021
Aliso Creek Rd	Columbia	Glenwood Dr	40	69,150	69	10/27/2021
Aliso Creek Rd	Glenwood Dr	Eastwing	41	45,413	61	10/27/2021

MPAH						
Street Name	**From**	**To**	**Width of Segment (ft)**	**Area (sf)**	**PCI**	**Most Recent Inspection Date**
Aliso Creek Rd	Eastwing	Westwing	41	87,297	75	10/27/2021
Aliso Creek Rd	Westwing	Hummingbird Ln	41	90,350	76	10/27/2021
Aliso Creek Rd	Hummingbird Ln	El Toro Rd	41	26,846	75	10/27/2021
Aliso Creek Rd	Aliso Viejo Pkwy	Windsong	41	41,254	94	10/27/2021
Aliso Creek Rd	Windsong	73 Toll Overpass	51	66,688	95	10/27/2021
Aliso Creek Rd	73 Toll Overpass	Enterprise	51	71,655	56	10/27/2021
Aliso Creek Rd	Glenwood Dr	Columbia	41	71,694	78	10/27/2021
Aliso Creek Rd	Columbia	Aliso Viejo Pkwy	41	79,389	74	10/27/2021
Aliso Creek Rd	El Toro Rd	Hummingbird Ln	41	25,851	69	10/27/2021
Aliso Creek Rd	Hummingbird Ln	Westwing	41	91,714	77	10/27/2021
Aliso Creek Rd	Westwing	Eastwing	41	88,970	77	10/27/2021
Aliso Creek Rd	Eastwing	Glenwood Dr	41	46,371	74	10/27/2021
Aliso Viejo Parkway	Cedarbrook	Briarglen	49	73,910	91	10/27/2021
Aliso Viejo Parkway	Briarglen	Moulton Pkwy	49	31,397	91	10/27/2021
Aliso Viejo Parkway	Moulton Pkwy	Briarglen	49	29,547	85	10/27/2021
Aliso Viejo Parkway	Briarglen	Cedarbrook	49	75,360	90	10/27/2021
Aliso Viejo Parkway	Cedarbrook	Aliso Creek Rd	49	31,727	73	10/27/2021
Aliso Viejo Parkway	Aliso Creek Rd	Columbia	49	76,848	60	10/27/2021
Aliso Viejo Parkway	Columbia	Enterprise	45	76,360	55	10/27/2021
Aliso Viejo Parkway	Enterprise	Vantis Dr	48	56,674	70	10/27/2021
Aliso Viejo Parkway	Vantis Dr	Grand	48	48,240	80	10/27/2021
Aliso Viejo Parkway	Grand	Endeavor	48	55,426	81	10/27/2021
Aliso Viejo Parkway	Endeavor	Pacific Park Dr	48	54,432	79	10/27/2021
Aliso Viejo Parkway	Pacific Park Dr	1134 n/o Pacific Park Dr	51	56,036	81	10/27/2021
Aliso Viejo Parkway	Endeavor	Grand	49	58,163	83	10/27/2021
Aliso Viejo Parkway	Grand	Vantis Dr	48	46,546	79	10/27/2021
Aliso Viejo Parkway	Vantis Dr	Enterprise	48	56,334	75	10/27/2021
Aliso Viejo Parkway	Enterprise	Columbia	45	76,995	66	10/27/2021
Aliso Viejo Parkway	Columbia	Aliso Creek Rd	45	70,615	69	10/27/2021
Aliso Viejo Parkway	Aliso Creek Rd	Cedarbrook	49	31,776	67	10/27/2021

MPAH						
Street Name	**From**	**To**	**Width of Segment (ft)**	**Area (sf)**	**PCI**	**Most Recent Inspection Date**
Aliso Viejo Parkway	Aliso Creek Rd	Liberty	44	52,592	78	10/27/2021
Aliso Viejo Parkway	Liberty	Pacific Park Dr	44	79,816	78	10/27/2021
Aliso Viejo Parkway	Pacific Park Dr	Liberty	40	71,336	81	10/27/2021
Aliso Viejo Parkway	Liberty	Aliso Creek Rd	40	49,440	87	10/27/2021
Glenwood Dr	SR 73 Bridge	Brookline	42	41,874	63	10/27/2021
Glenwood Dr	Argonaut	Aliso Creek Rd	42	44,954	75	10/27/2021
Glenwood Dr	Aliso Creek Rd	Brookline	42	65,440	63	10/27/2021
Glenwood Dr	Brookline	SR 73 Bridge	42	41,774	61	10/27/2021
Glenwood Dr	Brookline	Aliso Creek Rd	42	65,062	54	10/27/2021
Glenwood Dr	Aliso Creek Rd	Argonaut	42	43,164	77	10/27/2021
Glenwood Dr	Argonaut	Cedarbrook	42	40,110	74	10/27/2021
Glenwood Dr	Cedarbrook	Da Vinci	42	45,962	80	10/27/2021
Glenwood Dr	Da Vinci	City Limits	42	37,044	80	10/27/2021
Glenwood Dr	City Limits	Da Vinci	42	36,750	81	10/27/2021
Glenwood Dr	Da Vinci	Cedarbrook	42	47,922	71	10/27/2021
Glenwood Dr	Cedarbrook	Argonaut	42	38,560	76	10/27/2021
Pacific Park Dr	City Limits	Aliso Niguel	42	69,552	75	10/27/2021
Pacific Park Dr	Aliso Niguel	La Paz	42	26,544	76	10/27/2021
Pacific Park Dr	Wood Canyon Dr	Aliso Viejo Pkwy	48	64,068	78	10/27/2021
Pacific Park Dr	Aliso Viejo Pkwy	City Lights Dr	48	60,524	97	10/27/2021
Pacific Park Dr	City Lights Dr	Aliso Creek Rd	48	44,668	98	10/27/2021
Pacific Park Dr	Aliso Creek Rd	Bridge w/s	48	68,928	81	10/27/2021
Pacific Park Dr	Bridge e/s	Alicia Pkwy	48	56,256	78	10/27/2021
Pacific Park Dr	La Paz Rd	Aliso Niguel	42	26,796	47	10/27/2021
Pacific Park Dr	Aliso Niguel	City Limits	42	67,742	70	10/27/2021
Pacific Park Dr	La Paz Rd	Heather Ridge	75	91,575	58	10/27/2021
Pacific Park Dr	Heather Ridge	Alicia Pkwy	75	41,664	59	10/27/2021
Pacific Park Dr	Alicia Pkwy	Bridge e/s	48	56,016	78	10/27/2021
Pacific Park Dr	Bridge w/s	Aliso Creek Rd	96	68,928	79	10/27/2021
Pacific Park Dr	Aliso Creek Rd	City Lights Dr	42	38,096	89	10/27/2021

MPAH						
Street Name	**From**	**To**	**Width of Segment (ft)**	**Area (sf)**	**PCI**	**Most Recent Inspection Date**
Pacific Park Dr	City Lights Dr	Aliso Viejo Pkwy	42	52,796	97	10/27/2021
Pacific Park Dr	Aliso Viejo Pkwy	Wood Canyon Dr	42	55,256	72	10/27/2021
Pacific Park Dr	Wood Canyon Dr	Cheyenne	42	50,662	69	10/27/2021
Pacific Park Dr	Cheyenne	Chase	42	72,156	74	10/27/2021
Pacific Park Dr	Chase	Canyon Vistas	42	53,940	81	10/27/2021
Pacific Park Dr	Canyon Vistas	Coronado Cay	40	30,600	87	10/27/2021
Pacific Park Dr	Coronado Cay	Enterprise	41	50,041	88	10/27/2021
Pacific Park Dr	Enterprise	73 Toll Overpass	41	20,407	82	10/27/2021
Pacific Park Dr	73 Toll Overpass	Enterprise	41	19,475	86	10/27/2021
Pacific Park Dr	Enterprise	Coronado Cay	41	51,098	91	10/27/2021
Pacific Park Dr	Coronado Cay	Canyon Vistas	41	33,087	94	10/27/2021
Pacific Park Dr	Canyon Vistas	Chase	42	54,352	94	10/27/2021
Pacific Park Dr	Chase	Cheyenne	41	69,207	81	10/27/2021
Pacific Park Dr	Cheyenne	Wood Canyon Dr	41	50,881	80	10/27/2021
Wood Canyon Dr	Aliso Creek	Las Flores	50	53,850	77	10/27/2021
Wood Canyon Dr	Westridge Dr	Pacific Park Dr	70	69,360	72	10/27/2021
Wood Canyon Dr	Las Flores	Valencia	50	83,200	83	10/27/2021
Wood Canyon Dr	Valencia	Tivoli	50	49,600	76	10/27/2021
Wood Canyon Dr	Tivoli	Cottage Ln	50	48,900	71	10/27/2021
Wood Canyon Dr	Cottage Ln	SOKA South Entrance	61	93,897	74	10/27/2021
Wood Canyon Dr	SOKA South Entrance	Calypso St	61	67,222	83	10/27/2021
Wood Canyon Dr	Calypso St	Oak View Dr	61	98,612	77	10/27/2021
Wood Canyon Dr	Oak View Dr	Huntington Ln (Access Rd)	55	76,300	80	10/27/2021
Wood Canyon Dr	Huntington Ln (Access Rd)	Westridge Dr	55	62,535	72	10/27/2021

Local Streets

Street Name	From	To	Width of Segment (ft)	Area (sf)	PCI	Most Recent Inspection Date
Amber	Eastwood	Dead End	36	13,886	91	11/16/2021
Argonaut	Aliso Creek Rd	Argonaut	44	65,252	51	11/16/2021
Argonaut	Argonaut	Argonaut	44	71,852	60	11/16/2021
Argonaut	Argonaut	Glenwood Dr	44	17,432	56	11/16/2021
Autumnglen	Aliso Creek Rd	Summerfield	40	52,800	96	11/16/2021
Barrington	Cranwell	Chesterwood	30	7,920	96	11/16/2021
Bay Laurel	Westwing	Coppercrest	40	20,560	89	11/17/2021
Bearberry	Timberland	Dead End	36	6,938	96	11/16/2021
Beech Dr	Poplar Dr	Pacific Grove Dr	40	31,680	96	11/16/2021
Bel Flora Ct	Oakview Dr	Country Walk Dr	40	21,680	84	11/16/2021
Birch Dr	Rowan Dr	Mallorn Dr	36	9,720	98	11/16/2021
Birchmont	Cedarbrook	Eastwind	40	32,160	93	11/16/2021
Blackbird Ln	Seagull Ln	Dead End	36	33,146	87	11/17/2021
Blue Heron Ln	San Bittern Ln	Dead End	36	21,612	81	11/17/2021
Blue Jay Dr	Woodstork Ln	Dead End West	36	18,170	84	11/17/2021
Blue Jay Dr	Woodstork Ln	Dead End East	36	15,548	81	11/17/2021
Bluebird Ln	Cardinal Ave	Dead End	34	32,564	86	11/17/2021
Bob White Ln	Pinyon Jay	Cuervo Dr	39	10,276	83	11/17/2021
Bottlebrush	Silkwood	Hollyleaf	36	17,280	92	11/16/2021
Boulder Cir	Northern Pine	Dead End	36	6,614	77	11/16/2021
Boundary Oak	Wood Canyon Dr	Weybride Wy	40	34,420	97	11/16/2021
Boundary Oak	Weybridge Wy	Pleasent Walk	40	47,120	96	11/16/2021
Briarcliff	Lindengrove	Westwing	36	41,034	93	11/17/2021
Briarglen	Eastwind	Dahlia	32	34,304	89	11/16/2021
Briarglen	Dahlia	Aliso Viejo Pkwy	32	32,032	89	11/16/2021
Briarglen	Briarglen	Dead End	60	7,460	93	11/16/2021
Brittany Bay	Cayman Brac	Key Largo	36	11,160	90	11/16/2021
Brookline	Brookline	Glenwood	64	24,320	81	11/16/2021
Brookline	Aliso Creek Rd	Dead End	44	69,404	84	11/16/2021
Brookstone Pl	Somerset Dr	Seton Dr	36	6,480	97	11/16/2021

Local Streets

Street Name	From	To	Width of Segment (ft)	Area (sf)	PCI	Most Recent Inspection Date
Brooktree	Oakleigh	Dead End	30	15,210	77	11/17/2021
Caledon Ct	Richmont Wy	Dead End	36	12,806	96	11/16/2021
Calle Corta	Westwing	El Toro Rd	40	54,470	83	11/17/2021
Calle Cortez	Via Iglesia	Moulton Pkwy	36	14,903	91	11/17/2021
Calypso St	Wood Canyon Dr	Sunbury Dr	36	20,880	96	11/16/2021
Cameo Dr	Laurelwood St	Charlemont Dr	36	27,022	96	11/16/2021
Canyon Vistas	Pacific Park	Wood Vista Way	40	37,970	91	11/16/2021
Canyon Vistas	Wood Vista Way	Silkwood	40	62,760	94	11/16/2021
Canyon Wren Ln	Westwing	Crane St	40	73,320	84	11/17/2021
Canyon Wren Ln	Crane St	El Toro Rd	40	48,230	85	11/17/2021
Cape Coral	Laguna Madre	Brittany Bay	36	25,632	90	11/16/2021
Cardinal Ave	Canyon Wren Ln	Bluebird ln	34	31,122	83	11/17/2021
Cayman Brac	Brittany Bay	Laguna Madre	36	23,148	90	11/16/2021
Cayman Brac	Brittany Bay	Key Largo	36	20,124	94	11/16/2021
Cedarbrook	Aliso Viejo Pkwy	Starcrest	40	51,800	82	11/16/2021
Cedarbrook	Starcrest	Windsong	40	35,920	95	11/16/2021
Cedarbrook	Windsong	Park Ave	40	64,560	95	11/16/2021
Cedarbrook	Rainwood	Aliso Viejo Pkwy	37	55,790	73	11/16/2021
Cedarbrook	Glenwood Dr	Rainwood	37	66,070	68	11/16/2021
Cedarbrook	Da Vinci	Glenwood Dr	43	46,703	81	11/16/2021
Chancey Ct	Cameo Dr	Dead End	36	6,938	96	11/16/2021
Charlemont Dr	Cameo Dr	Deerborn Dr	36	11,988	96	11/16/2021
Chase	Thisledown	Paradise Bay	43	48,676	87	11/16/2021
Chase	Paradise Bay	Sanborn	43	28,294	87	11/16/2021
Chase	Sanborn	Pacific Park Dr	43	25,241	89	11/16/2021
Chesterwood	Cliffwood	Barrington	30	15,760	97	11/16/2021
Chestnut Dr	Beech Dr	Pacific Grove Dr	36	19,008	98	11/16/2021
Chickadee Ln	Calle Corta	Dead End	36	39,176	79	11/17/2021
City Lights Dr	Pacific Park	Prvt Prop	64	88,960	80	11/16/2021
Cliffwood	Cranwell	Chesterwood	30	18,840	97	11/16/2021

Local Streets						
Street Name	**From**	**To**	**Width of Segment (ft)**	**Area (sf)**	**PCI**	**Most Recent Inspection Date**
Clusterberry	Timberland	Elderwood	36	5,608	96	11/16/2021
Coastal Oak	Canyon Vistas	Peppertree	36	66,408	87	11/16/2021
Coffeeberry	Hollyleaf	Dead End	36	16,442	93	11/16/2021
Collingwood	Briarcliff	Diamondgate	36	26,280	93	11/17/2021
Columbia	Aliso Creek Rd	Aliso Viejo Pkwy	44	71,208	54	11/16/2021
Columbia	Columbia	Columbia	36	64,656	52	11/16/2021
Columbia	Columbia	End	40	17,580	60	11/16/2021
Condor Ln	Sanderling Ln	Hummingbird Ln	36	4,536	90	11/17/2021
Copper Crest	End	End	36	35,656	91	11/17/2021
Coral Bill Ln	Hummingbird Ln	Woodswallow	40	6,320	54	11/17/2021
Coralwind	Eastwind	Dead End	36	23,390	93	11/16/2021
Crane St	Canyon Wren Ln	Prarie Falcon	40	4,010	88	11/17/2021
Cranwell	Barrington	Cliffwood	30	15,840	97	11/16/2021
Creekside	Woodside	Morningridge	40	31,680	55	11/16/2021
Crestview	Meadow Point	Dead End	36	27,638	91	11/17/2021
Crossbow	Sandbridge	Saddleridge	36	10,548	88	11/17/2021
Crystal Glen	Diamondgate	Dead End	36	13,202	89	11/17/2021
Cuervo Dr	Canyon Wren Ln	Wigeon Ln	36	38,376	85	11/17/2021
Da Vinci	Glenwood Dr	Cedarbrook	43	83,549	88	11/16/2021
Dawn Ln	Oakview Dr	Dusk Wy	36	45,180	79	11/16/2021
Deerborn Dr	Cameo Dr	Calypso St	36	30,744	97	11/16/2021
Deerborn Dr	Calypso St	Sherwood Dr	36	19,008	97	11/16/2021
Deerhurst	Wolverine	Foxborough	40	72,320	95	11/17/2021
Deerhurst	Foxborough	Pacific Park Dr	40	69,880	95	11/17/2021
Deerwood	Hopseed	Dead End	36	35,390	95	11/16/2021
Diamond Gate	Lindengrove	Dead End	36	54,706	89	11/17/2021
Dove Ln	Macaw St	Dead End	36	16,454	79	11/17/2021
Dunlin Ln	Surfbird Ln	Dead End	38	21,314	85	11/17/2021
Duray Ct	Monstad St	End	40	11,810	83	11/16/2021
Dusk Wy	Dawn Ln	Evening Light	36	9,504	74	11/16/2021

Local Streets						
Street Name	**From**	**To**	**Width of Segment (ft)**	**Area (sf)**	**PCI**	**Most Recent Inspection Date**
Eaglepoint	End	End	36	18,252	86	11/17/2021
Eastwind	Amber	Briarglen	30	47,130	91	11/16/2021
Eastwing	Skylark Dr	Aliso Creek Rd	40	21,570	78	11/17/2021
Eastwing	Heatherwood	Aliso Creek	40	49,160	91	11/17/2021
Eastwing	Heatherwood	Ramblewood	40	77,640	88	11/17/2021
Egret Ln	Prarie Falcon	Seagull Ln	40	81,500	87	11/17/2021
Elderwood	Sagebrush	Dead End	36	58,274	94	11/16/2021
Enterprise	Pacific Park Dr	Antares	44	18,392	75	11/16/2021
Enterprise	Antares	Aliso Viejo Pkwy	44	76,318	79	11/16/2021
Enterprise	Aliso Viejo Pkwy	Summit	39	37,450	78	11/16/2021
Enterprise	Summit	Aliso Creek Rd	39	77,915	60	11/16/2021
Enterprise	Aliso Creek Rd	Summit	39	78,936	54	11/16/2021
Enterprise	Summit	Aliso Viejo Pkwy	39	39,006	83	11/16/2021
Enterprise	Aliso Viejo Pkwy	Antares	35	61,970	78	11/16/2021
Enterprise	Antares	Pacific Park Dr	35	16,180	77	11/16/2021
Erica Ln	Grand	Richemont Wy	36	5,176	88	11/16/2021
Evening Light Ln	Dusk Wy	Dawn Ln	36	31,176	80	11/16/2021
Falcon Crest Ln	Royal Tern Ln	Sanderling Ln	36	20,376	82	11/17/2021
Firecrest Ln	Songbird Ln	Woodswallow Ln	36	5,616	86	11/17/2021
Flintstone	Eastwing	Dead End	30	40,850	91	11/17/2021
Foxborough	Deerhurst	Dead End	36	25,380	97	11/17/2021
Gala Ct	Richmont Wy	Dead End	36	10,754	87	11/16/2021
Gatewood Dr	Oakview Dr	Dead End	40	45,450	86	11/16/2021
Glenhurst	Aliso Creek	Gate	40	42,600	92	11/16/2021
Golden Eagle Ct	Surfbird Ln	Dead End	37	11,018	89	11/17/2021
Golden Rain	Hopseed	Dead End	36	28,910	92	11/16/2021
Goldenfield	Diamondgate	Dead End	36	5,304	87	11/17/2021
Goldfinch Ln	Hummingbird Ln	Woodswallow Ln	40	5,920	54	11/17/2021
Grand Ave	Aliso Viejo Pkwy	Wood Canyon Dr	45	39,405	88	11/16/2021
Grand Ave	Aliso Viejo Pkwy	Vantis Dr (pvt)	65	15,310	71	11/16/2021

Local Streets

Street Name	From	To	Width of Segment (ft)	Area (sf)	PCI	Most Recent Inspection Date
Grandbriar	Briarcliff	Dead End	36	29,762	85	11/17/2021
Grindlay Pl	Monstad St	Kewen Wy	40	8,850	89	11/16/2021
Hazelbranch	Baylaurel	Dead End	36	8,306	86	11/17/2021
Heather Ridge	Pacific Park Dr	Woodside	40	18,725	61	11/16/2021
Heatherwood	Eastwing	Dead End	36	34,706	94	11/17/2021
Helmcrest	Briarcliff	Dead End	36	24,074	83	11/17/2021
Highpoint	Stonebrook	Dead End	40	39,530	90	11/17/2021
Hollyleaf	Hopseed	Bottlebrush	36	35,424	93	11/16/2021
Hollyleaf	Bottlebrush	Dead End	36	40,786	90	11/16/2021
Hollyoak	Alicia Pkwy	Laurelmont	40	49,000	97	11/16/2021
Hopseed	Hollyleaf	Wood Vista	40	81,920	88	11/16/2021
Hummingbird Ln	Aliso Creek	San Bittern Ln	40	63,600	81	11/17/2021
Hummingbird Ln	San Bittern Ln	Dead End	40	42,080	76	11/17/2021
Journey	Aliso Creek	Pacific Park Dr	45	82,155	82	11/16/2021
Journey	Journey (N)	Journey (S)	45	144,165	80	11/16/2021
Kara Ct	Richmont Wy	Dead End	36	10,754	95	11/16/2021
Kewen Wy	Grindlay Pl	Monstad St	32	17,216	89	11/16/2021
Key Largo	Sanborn	Cayman Brae	36	21,420	91	11/16/2021
King Eider Ln	Calle Corta	Dead End	36	36,170	85	11/17/2021
Knollwood	Wood Canyon Dr	City Line	40	21,120	69	11/16/2021
Laguna Madre	Cayman Brac	Cape Coral	36	10,224	94	11/16/2021
Lantana	Hopseed	Dead End	36	29,762	95	11/16/2021
Larkspur Dr	Spoonbill Dr	Skylark Dr	40	36,430	83	11/17/2021
Laurelmont	Alicia Parkway	Hollyoak	40	53,435	97	11/16/2021
Laurelwood	Wood Canyon	Cameo Dr	36	9,036	96	11/16/2021
Liberty	Aliso Viejo Pkwy	1033' s/o Aliso Viejo Pkwy	64	66,112	81	11/16/2021
Liberty	1033' s/o Aliso Viejo Pkwy	Pursuit	64	139,456	73	11/16/2021
Liberty	Pursuit	Aliso Creek Rd	64	61,120	80	11/16/2021
Lilac	Hollyleaf	Dead End	36	6,615	95	11/16/2021
Lindengrove	Diamondgate	Briarcliff	36	41,860	90	11/17/2021

Local Streets						
Street Name	**From**	**To**	**Width of Segment (ft)**	**Area (sf)**	**PCI**	**Most Recent Inspection Date**
Lynoak	Briarglen	Dead End	36	10,754	91	11/16/2021
Lyon Ridge	Lyon Ridge	Dead End	36	28,656	84	11/16/2021
Lyon Ridge	Pursuit	Lyon Ridge	36	5,652	86	11/16/2021
Lyon Ridge	Lyon Ridge	Dead End	36	3,168	95	11/16/2021
Macaw St	Larkspur Dr	Dove	36	9,504	75	11/17/2021
Mallard Dr	Moorhen	Dead End	36	16,802	75	11/17/2021
Mallorn Dr	Rowan Dr	Dead End	36	44,166	97	11/16/2021
Maple Dr	Poplar Dr	Pacific Grove Dr	40	22,680	96	11/16/2021
Mareblu	Pacific Park	Dead End	38	21,470	97	11/16/2021
Mayflower	Shore Cliff	Dead End	36	16,406	78	11/17/2021
Meadow Point	Skygate	Diamondgate	40	19,440	95	11/17/2021
Merlin Ave	Surfbird Ln	Moorhen Ln	34	56,788	84	11/17/2021
Mesa Cr	Lyon Ridge	End	36	9,360	90	11/16/2021
Midnight Ct	Dawn Ln	Dead End	36	6,938	78	11/16/2021
Monstad St	Pursuit	Grindlay Pl	40	40,610	82	11/16/2021
Monstad St	Monstad St	End	70	6,010	55	11/16/2021
Moorhen Ln	Westwing	Mallard Dr	36	14,112	89	11/17/2021
Morning Ridge	Alicia Pkwy	Creekside	40	22,440	51	11/16/2021
Morning Ridge	Creekside	Woodside	40	45,040	67	11/16/2021
Myrtle Dr	Pacific Park Dr	Poplar Dr	40	4,240	98	11/16/2021
Nantais	Pierremont	Dead End	36	10,754	89	11/16/2021
Northern Pine Loop	Ponderosa	Ponderosa	36	76,032	94	11/16/2021
Northwinds	Westwing	Dead End	35	25,680	91	11/17/2021
Nutcracker Ln	Cuervo Dr	Dead End	39	17,579	89	11/17/2021
Oak Ridge Cir	Northern Pine	Dead End	36	7,838	76	11/16/2021
Oakgrove Dr	Wood Canyon Dr	Pleasant Walk	40	53,480	95	11/16/2021
Oakleigh	Eastwing	Brooktree	30	12,420	87	11/17/2021
Oakview Dr	Wood Canyon Dr	Crimson Canyon	40	37,600	92	11/16/2021
Oakview Dr	Crimson Canyon	Endless Vista	40	59,440	86	11/16/2021
Oakview Dr	Endless Vista	Gate	40	80,370	80	11/16/2021

Local Streets

Street Name	From	To	Width of Segment (ft)	Area (sf)	PCI	Most Recent Inspection Date
Orion	Liberty	End	45	20,115	85	11/16/2021
Osprey Ave	Surfbird Ln	Dead End	37	11,018	71	11/17/2021
Pacific Grove Dr	Oakgrove Dr	Maple Dr	40	21,120	97	11/16/2021
Pacific Grove Dr	Oakgrove Dr	Mallorn Dr	40	4,240	97	11/16/2021
Palm Harbor	Cayman Brac	Cape Coral	36	10,512	95	11/16/2021
Paradise Bay	Chase	Cayman Brac	36	5,184	89	11/16/2021
Parisville	Grand	Dead End	36	15,578	85	11/16/2021
Park Ave	Cedarbrook	Dead End	40	26,160	95	11/16/2021
Parkwood	Eastwind	Dead End	36	29,762	94	11/16/2021
Pathfinder	Saddleridge	Eaglepoint	36	9,504	96	11/17/2021
Peacock Ct	Moorhen Ln	Dead end	36	10,754	75	11/17/2021
Peppertree	Pacific Park Dr	Sprucewood	40	46,360	92	11/16/2021
Peppertree	Sprucewood	End	40	42,690	86	11/16/2021
Pheasant Ln	Westwing	Dead End	36	35,450	91	11/17/2021
Phoebe Ct	Royal Tern	Dead End	30	10,430	71	11/17/2021
Picket Ln	Wood Canyon	Plateau	36	5,098	90	11/16/2021
Pierremont	Parisville	Dead end	36	33,950	88	11/16/2021
Pinyon Jay	Wigeon Ln	Bob White	39	8,034	93	11/17/2021
Plateau	Wood Canyon	Plateau	36	5,076	91	11/16/2021
Plateau	North End	Picket Ln	36	49,562	93	11/16/2021
Plateau	Picket Ln	South End	36	17,154	91	11/16/2021
Ponderosa St	Sanborn	Northern Pine	40	5,160	98	11/16/2021
Poplar Dr	Maple Dr	Beech Dr	40	21,120	97	11/16/2021
Prairie Falcon	Egret Ln	Crane St	40	48,920	82	11/17/2021
Prairie Falcon	Crane St	Dead End	40	34,320	87	11/17/2021
Pursuit	Liberty	Rue Du Chateau	45	40,050	81	11/16/2021
Pursuit	Rue Du Chateau	Lyon Ridge	45	69,210	78	11/16/2021
Pursuit	Lyon Ridge	Aliso Creek Rd	45	71,100	77	11/16/2021
Ramblewood	Shorecliff	Westwing	34	19,456	88	11/17/2021
Raven Ln	Skylark Dr	Dead End	36	54,800	82	11/17/2021

Local Streets

Street Name	From	To	Width of Segment (ft)	Area (sf)	PCI	Most Recent Inspection Date
Richmont Wy	Caledon Ct	Kara Ct	36	19,224	95	11/16/2021
Ridgecrest	Oakleigh	Shorecliff	30	47,520	94	11/17/2021
Rock Rose	Canyon Vistas	Peppertee	36	74,628	92	11/16/2021
Rosy Finch Ln	Westwing	Dead End	36	35,894	84	11/17/2021
Rowan Dr	Mallorn	Birch	36	14,004	97	11/16/2021
Royal Tern Ln	Dead End	Phoebe	36	35,558	65	11/17/2021
Saddleridge	Highpoint	Dead End	36	40,742	83	11/17/2021
Sagebrush	Timberland	Canyon Vistas	40	12,400	94	11/16/2021
San Bittern Ln	Hummingbird Ln	Dead End	36	30,962	72	11/17/2021
Sanborn	Chase	Aurora	36	42,804	89	11/16/2021
Sanborn	Aurora	Wood Canyon Dr	36	35,824	89	11/16/2021
Sandbridge	Highpoint	Heatherwood	40	46,760	84	11/17/2021
Sanderling Ln	Falcon Crest Ln	Hummingbird Ln	36	20,484	78	11/17/2021
Satinbush	Collingwood	Dead End	36	6,326	74	11/17/2021
Scrub Oak	Silkwood	Dead End	36	17,558	87	11/16/2021
Seagull Ln	Surfbird Ln	Canyon Wren Ln	40	37,320	78	11/17/2021
Sequoia Dr	Pacific Grove Dr	Beech Dr	36	26,208	96	11/16/2021
Seton Dr	Brookstone Pl	Sunbury Dr	36	11,160	96	11/16/2021
Sherwood Dr	Deerborn Dr	Sunbury Dr	36	19,008	96	11/16/2021
Shining Star Wy	Gatewood Dr	End	36	4,922	89	11/16/2021
Shorecliff	Ridgecrest	Dead End	30	56,690	93	11/17/2021
Sierra Cir	Northern Pine	Dead End	31	6,985	87	11/16/2021
Silkwood	Canyon Vistas	Dead End	36	44,666	95	11/16/2021
Skygate	Westwing	Meadow Point	40	42,240	93	11/17/2021
Skylark Dr	Larkspur Dr	Eastwing	40	46,520	82	11/17/2021
Solitaire Ln	Seagull Ln	Dead End	36	38,690	85	11/17/2021
Somerset Dr	Sunbury Dr	Brookstone Pl	36	9,504	98	11/16/2021
Songbird Ln	Trumpeter Ln	Firecrest Ln	36	47,520	68	11/17/2021
Sora Ct	Westwing	Dead End	36	3,478	86	11/17/2021
Southern Hills Dr	Bel Flora Ct	Dead End	40	40,290	87	11/16/2021

Local Streets

Street Name	From	To	Width of Segment (ft)	Area (sf)	PCI	Most Recent Inspection Date
Spicewood	Eastwind	Dead End	36	30,590	93	11/16/2021
Spoonbill Dr	Surfbird Ln	Lakespur Dr	40	21,120	88	11/17/2021
Springdale	Summerfield	Dead End	27	11,016	94	11/16/2021
Sprucewood	Canyon Vistas	Peppertree	36	87,108	90	11/16/2021
Starling Ln	Hummingbird Ln	Dead End	36	25,951	54	11/17/2021
Stockbridge	Boundary Oak	Cranwell	35	22,855	96	11/16/2021
Stone Pine	Hopseed	Dead End	36	29,762	95	11/16/2021
Stonebrook	Westwing	Dead End	36	20,258	85	11/17/2021
Style Dr	Gatewood Dr	Dead End	36	17,510	89	11/16/2021
Style Dr	Style Dr	End	56	3,528	73	11/16/2021
Sugar Gum	Hollyleaf	Dead End	36	13,310	96	11/16/2021
Sugarbush	Bottlebrush	Dead End	28	18,890	94	11/16/2021
Summerfield	Autumnglen	Aliso Creek	40	61,720	95	11/16/2021
Sunbury Dr	Sherwood Dr	Calypso St	36	22,248	96	11/16/2021
Surfbird Ln	Spoonbill Dr	Seagull Ln	37	45,657	85	11/17/2021
Surfbird Ln	Seagull Ln	Dead End	37	26,040	81	11/17/2021
Swan Ln	Surfbird Ln	Dead End	36	14,510	77	11/17/2021
Tanglewood	Westwing	Dead End	36	38,990	94	11/17/2021
Thornbird	Briarcliff	Dead End	36	20,546	84	11/17/2021
Timberbluff	Ramblewood	Dead End	36	10,862	84	11/17/2021
Timberland	Peppertree	Dead End	36	84,228	91	11/16/2021
Trumpeter Ln	Woodswallow Ln	Songbird Ln	36	9,504	45	11/17/2021
Via Iglesia	Calle Cortez	Moulton Pkwy	40	78,000	80	11/17/2021
Via Iglesia	Calle Cortez	Moulton Pkwy	40	57,000	81	11/17/2021
Walnut Dr	Mallorn Dr	End	36	10,954	97	11/16/2021
Westridge Dr	Oakview Dr	Wood Canyon Dr	40	34,480	82	11/16/2021
Westwing	Aliso Creek	Ramblewood	40	101,770	89	11/17/2021
Westwing	Calle Corta	Aliso Creek	40	71,360	83	11/17/2021
White Pelican Ln	Blue Heron Ln	Dead End	36	10,898	65	11/17/2021
Wigeon Ln	Cuervo Dr	Pinyon Jay	39	10,296	89	11/17/2021

Local Streets						
Street Name	**From**	**To**	**Width of Segment (ft)**	**Area (sf)**	**PCI**	**Most Recent Inspection Date**
Willet Ln	Hummingbird Ln	Royal Turn Ln	36	8,352	79	11/17/2021
Windflower	Eastwind	Dead End	36	29,762	94	11/16/2021
Windsong	Aliso Creek (West)	Dead End	44	22,546	91	11/16/2021
Windsong	Aliso Creek (East)	Cedarbrook	40	56,000	93	11/16/2021
Wolverine Way	Aliso Creek	Sandcastle	36	34,194	95	11/16/2021
Wolverine Way	Sandcastle	CDS	36	38,304	96	11/16/2021
Wood Canyon Dr	Pacific Park Dr	Sanborn	43	57,878	89	11/16/2021
Wood Canyon Dr	Sanborn	Grand	43	30,179	92	11/16/2021
Wood Canyon Dr	Grand	Alastair	43	58,222	90	11/16/2021
Wood Canyon Dr	Alastair	Thistledown	43	23,306	90	11/16/2021
Wood Vista Wy	Hopseed	Canyon Vista	40	45,440	90	11/16/2021
Woodside	Morning Ridge	Creekside	40	32,130	70	11/16/2021
Woodstork Ln	Skylark Dr	Bluejay Dr	36	9,464	85	11/17/2021

XIII. Appendix C – GIS Digital Data

The required segment attributes are:

- Street name
- Unique segment identifier (Segment ID from original source if available)
- Name of intersecting road at the beginning of a segment
- Name of intersecting road at the end of the segment
- Current pavement condition index (PCI)
- Current PCI inspection date
- Length of road segment in feet
- Width of road segment in feet
- Paved area of road segment in square feet or square yards
- Project PCI at end of Seven-Year Road Maintenance and Rehabilitation Plan

Please note that the City has requested a waiver regarding the Appendix C-GIS Digital Data Submittal for the 2022 cycle.

XIV. Appendix D – Quality Assurance/Quality Control Plan

Introduction

When performing data collection in any field, the need for quality control is paramount as it is essential for accurate planning, analysis and design. This is particularly true for collecting pavement distress data for a pavement management system.

The Quality Assurance/Quality Control (QA/QC) Plan establishes minimum quality standards for performance and procedures for updates of the pavement management system.

If applicable, utilize the space below to include information on the agency's QA/QC policies:



Quality Control Plan

2021/22 Citywide Pavement Management Program / PMP
10/04/2021

NCE
Fountain Valley, CA
17050 Bushard St.
Suite 200
Fountain Valley, CA 92708



City of Aliso Viejo

Public Works Department
12 Journey, Suite 100
Aliso Viejo, CA 92656

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Appendix A1 Resumes of Field Inspectors

1. Introduction

The need for quality control is paramount when performing data collection in any field, as it is essential for accurate planning, analysis, and design. NCE's *Quality Assurance Management Plan* (QAMP) affirms that:

> *NCE is dedicated to achieving technical and management excellence and to delivering professional engineering and environmental services that meet or exceed our clients' needs. NCE's Quality Assurance/Quality Control (QA/QC) Program is designed to achieve these goals. This QA Management Plan (QAMP) describes NCE's QA Program, which is based on four principles: client satisfaction, employee participation, problem prevention, and continuous quality improvements.*

NCE's QAMP establishes minimum quality standards for performance and procedures for assuring that our clients receive quality service. It requires the participation of employees at every level. It encourages Project Managers and technical staff to take pride in their work and to assume responsibility for ensuring that the work is done correctly the first time. The QAMP is designed to reduce the incidence of quality-related and, where necessary, results in corrective actions and modification of work procedures to minimize the incidence of future problems.

NCE has also prepared detailed and specific quality control plans (QCPs) for projects; the most notable example is for the **Long-Term Pavement Performance (LTPP) – Western Regional Support Contract** for the Federal Highway Administration. This is a 150-page document that covers data collection on highways, including deflection, profile, pavement distresses, traffic, maintenance and rehabilitation history, materials testing and sampling as well as document control.

1.1. Objectives

This document constitutes a formal QCP for the City of Aliso Viejo. It was prepared on October 4, 2021. The QCP focuses on data collection issues as part of the pavement management update. Specifically, it is intended for the 2021/2022 Pavement Management Update. The focus is on the collection of network-level pavement distress data. As defined by the National Cooperative Highway Research Program Synthesis 401 *Quality Management of Pavement Data Collection,* "Network-level data collection involves collection of large quantities of pavement condition data, which is often converted to individual condition indices or aggregated into composite condition indices."

1.2. Structure

The following components are addressed in this QCP:

- Condition inspection procedures used
- Accuracy required for data collection
- Inspector qualifications and experience
- Safety procedures.

2. Quality Control Plan

2.1. Condition Inspection Procedures

The governing document for performing condition surveys for the City of Aliso Viejo is ASTM D6433, *"Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys."* Both asphalt concrete (AC) and Portland cement concrete (PCC) pavements are included in this protocol. The following distresses are collected for each pavement type.

AC Pavements

1. Alligator (fatigue) cracking
2. Bleeding
3. Block cracking
4. Bumps and sags
5. Corrugation
6. Depression
7. Edge cracking
8. Joint reflection cracking
9. Lane/shoulder drop-off
10. Longitudinal and transverse cracking
11. Patching and utility cut patching
12. Polish aggregate
13. Potholes
14. Railroad crossing
15. Rutting
16. Shoving
17. Slippage cracking
18. Swelling
19. Raveling
20. Weathering

PCC Concrete (Jointed) Pavements

1. Blowup/buckling
2. Corner breaks
3. Divided slab
4. Durability ("D") cracking
5. Faulting
6. Joint seal damage
7. Lane/shoulder drop-off
8. Linear cracking
9. Patching (large) and utility cuts
10. Patching (small)
11. Polished aggregate
12. Popouts
13. Pumping
14. Punchout
15. Railroad crossing
16. Scaling, map cracking, and crazing
17. Shrinkage cracks
18. Spalling (corner)
19. Spalling (joint)

Any exceptions to the ASTM procedures will be discussed with the City before any inspections are performed. Exceptions are usually related to distresses or situations that are not covered in the manuals. Examples include slippage cracks, roller checkmarks, or edge cracking on streets with no curbs and gutters. Others include the raveling of surface seals or surveying the open-graded AC mixes. Any modifications will be documented and submitted to the City for approval.

All distress or condition inspections are performed as semi-automated inspections, and the entire pavement is inspected. Field crews are typically composed of a two-person crew travelling in a van. The crew will collect and record visual distresses using equipment installed in the van.

The data will be summarized into sample units and entered into the PAVER™ database. The size of the sample unit will be 2,500± 1,000 square feet as per ASTM D6433 protocols. In addition, the sample units will match the existing management sections set up in the PAVER™ database.

Before the actual inspection work begins the NCE team will perform two Field QC Steps. These are outlined as follows:

Step 1: Calibration

The first steps in this process is having NCE's field technician and Marker Geospatial's field manager meet in the field, drive a few roads, and review some of the variety of pavement conditions that exist in the City of Aliso Viejo. This is a valuable exercise to calibrate or synchronize the team's view of the various distresses and ensure a consistent product.

Step 2: Quality Control

The QC team conducts an independent review of the pavement condition data collected on the City's pavement network. Since semi-automated distress data collection is different from the walking protocols, this is required to ensure that the pavement data collected is consistent with those protocols.

Up to 20 pavement sites were selected for quality control purposes. They included a range of:

- Pavement Types (AC or PCC)
- Functional Classifications
- Pavement condition or age

An independent NCE technician will be selecting the 20 sites and performing a detailed walking inspection. The semi-automated team will then perform a blind test on these sites and the results will be compared.

Acceptability Criteria

The types and severities of the distresses must be the same and quantities within ±10% of each other. If corrections are required on more than 10% of the calibration sites, then an additional four sites will be selected and compared. This will continue until more than 95% of the calibration sites meet the acceptability criteria.

2.2. Accuracy Required for Data Collection

The accuracy required for data collection has two components, both of which are further described in the following paragraphs.

- Re-inspections
- PCI comparisons with past inspections

2.2.1 Re-Inspection "Check"

At least 5% of all inspections are randomly re-inspected by other team members. A different inspector will review these sites and determine the revised pavement distress measurements. If the initial inspection is determined to be inaccurate, the original inspector is given refresher training before being allowed to continue with any further inspections. Should the data be inaccurate for a certain day, all the data for that day will be re-inspected following refresher training to ensure accuracy.

Acceptability Criteria

At the time of re-inspection, the actual distresses will be re-inspected and verified, and any corrections made, if necessary. Distress types and severities must be the same and re-measured quantities within ±10% of the original measured quantity.

If corrections are required on more than 10% of the re-inspected sample units, then an additional 5% will be re-inspected. This will continue until more than 95% of the re-inspected sections meet the acceptability criteria.

2.2.2 PCI Comparison with Past Inspections

As another level of quality control, the new PCIs are compared with the previous PCIs. If they differ by more than ±10 PCI points, these sections are automatically flagged for further investigation.

If PCI Increases 10 points:

The section is investigated to see if a maintenance and rehabilitation event has occurred since the last inspection, but which has not been recorded. This can only be resolved with feedback from the City. Typically, it may include activities such as:

- Crack sealing activities – changes medium or high severity cracking to low severity
- Patching activities - alligator cracking that has been removed and patched, so that the resultant PCI is increased.
- Surface seals
- Overlay

Therefore, an up-to-date maintenance and rehabilitation history file in the PAVER™ database is desirable, both for historical accuracy as well as to provide additional quality control.

If PCI Decreases 10 points:

The section is checked to see if the average deterioration rate (usually 3 to 4 points per year) is exceeded. If the drop in PCI is within the acceptable range, no further action is required. If the drop is more than the acceptable range, a re-inspection will be performed. The default performance curves in the pavement management software form the basis for acceptability.

2.3. Inspector Qualifications and Experience

All NCE's inspectors are required to attend formal training on condition distress inspections. For example, any of NCE's inspectors working on the LTPP project are required to attend a week-long training workshop every year to maintain their certifications. The Regional Transportation Commission (RTC) of Washoe County requires inspectors to be calibrated prior to performing any work using the ASTM D6433 protocols (also known as the pavement management inspections).

For pavement management (or ASTM D6433) inspections, NCE's technicians underwent the Orange County Transportation Authority technician prequalification exercise held in January 2021/2022.

Similarly, in agencies that use the StreetSaver® system, NCE's inspectors attend the distress training conducted by the Metropolitan Transportation Commission (MTC). After the formal training, technicians work with an experienced inspector before they are allowed to work on their own. Within the first month of working on their own, up to 20% of their work is checked weekly. Any necessary corrections are made immediately.

Finally, NCE conducts a one-day training and calibration workshop for all NCE staff involved with data collection. This is conducted once a year. The following table lists the inspectors assigned to this project and their most recent training date.

Inspector Name	Date of Distress Training	Training Conducted by:
Joseph De Leon	November 3, 2021	Lisa K. Senn
Franc Escobedo	November 3, 2021	Lisa K. Senn

Resumes of technicians utilized on this project are included in Appendix A1.

3. Safety Procedures

NCE administers a health and safety program in compliance with the Nevada Occupational Safety and Health Act (Section 618.383) and California Occupational Safety and Health Administration (OSHA) Title VIII, Section 3203. The program is documented in NCE's *Workplace Safety Program Manual*, which can be provided upon request.

Generally, the safety procedures include:

- Inspectors wear a Class 2 safety vest at all times.
- Flashing beacons are placed on all vehicles utilized for inspections.
- Stopped vehicles are to be parked at locations away from moving traffic (nearby parking, shoulders etc.).
- For higher volume streets, inspectors usually use the sidewalk, and move in the face of traffic when conducting survey. This will furnish them with more time and provides them with better chances in escaping a dangerous situation involving incoming vehicles.

On streets where there is a high volume of traffic or high speeds, additional measures may be necessary, such as:

- Inspections occur during off-peak periods or on weekends.
- An additional inspector attends to watch out for traffic.
- Traffic flaggers are provided in extreme cases.

In extreme cases where it is not possible to walk on the pavement surface, inspections will be performed from sidewalks or raised medians. However, this is extremely rare for city or county roads/streets; this is most often encountered on state highways, and lane closures are the most likely option in that circumstance.

All NCE inspectors are required to take online safety programs annually as administered by "Click Safety." These classes include:

- Workzone Traffic Safety Tips for Construction.
- Cal Heat Illness Prevention for all Industry Workers.
- Cal Person Protective Equipment for Construction.

Appendix A1

Resumes of Field Inspectors

Franc Escobedo

Engineering Field Technician

Franc has over 21 years of experience as a pavement management technician for NCE. He has performed numerous pavement condition inspections throughout California, Idaho and Washington. His experience includes distress collection across various Pavement Management Systems, including the Metropolitan Transportation Commission StreetSaver®, PAVER, Cartographs, and Hansen systems.

Additionally, Franc has completed both the OCTA PAVER and MTC "Distress Identification" courses for both asphalt concrete and portland cement pavements and now assists with the training of agency staff on both courses.

Franc performs all activities relating to pavement data collection using hardcopy forms or tablets. As part of the quality control process, he performs cross-checks of data in the PMS database. He regularly performs quality control checks of field collected data and pavement maintenance history to ensure that PMS databases are accurate and up-to-date. During this process, he generates detailed reports that are necessary to perform his cross-checks of the collected data.

His field experience and expertise are added benefits to agencies during field training. Listed below are a collection of agencies for which Mr. Escobedo has performed condition inspections – they total over 6,000 centerline miles of roads and streets.

Representative Projects

Projects included various forms of inspections for pavement distress data collection, such as walking, windshield, and/or semi-automated.

City and County of San Francisco, As-Needed Pavement Condition Survey Services, APE15117

City of San Francisco, CA

Engineering Technician. Pavement distress surveyor. Scope: Since 2016, NCE performed condition surveys on almost 1,000 centerline miles of streets. A particular challenge in 2016 and 2017 was the change in distress protocols when weathering and raveling were split into two different distresses; this resulted in an increase of the Pavement Condition Index, further confirmed by a research study. Project cost: $868,796.

City of Berkeley, Pavement Management System Updates

City of Berkeley, CA

Engineering Technician. Pavement distress surveyor. Scope: NCE is updating StreetSaver® and providing a five-year paving plan for 2018 – 2022. For the first four years the City will select streets for treatment based on criteria identified under Measure M. Project cost: $49,900.

County of Sonoma Pavement Management Update

Sonoma County, CA

Engineering Technician. Pavement distress surveyor. Scope: The scope included updating existing pavement management system annually, developing pavement treatment strategies, conducting budgetary analysis, and providing non-pavement needs assessment. Project cost: $823,981.



Education

Computer Operations Program, Computer Learning Center, Los Angeles, CA, 1983-84
Network Engineering & Administrative Program
Computer Learning Center, Anaheim, CA, 1997
Certified Network Administration
Computer Learning Center, Anaheim, CA 1997

Registrations and Certifications

OCTA PAVER Certification (expires 2023)
MTC StreetSaver® Rater Certification Program (expires November 2023)

Joined NCE

2004

Total Years of Experience

22 years

City and County of San Francisco As-Needed Pavement Engineering Services, San Francisco International Airport (SFIA),

City of San Francisco, CA

Engineering Technician. Pavement distress surveyor. Scope: Since 2011, NCE has provided on-call pavement consultant services on a very complex airfield environment under tight security, conducted forensic analysis on the portland cement concrete (PCC) apron areas, and implemented the PAVER™ PMS. NCE performed the pavement designs for Runway 10R-28L, Plot 40, and Plot 12, determined the structural adequacy and performed mechanistic pavement designs using FAARFIELD for Runways 1L/19R and Taxiways E, F, and L. Determined the ACN/PCN for all runways and taxiways. NCE conducted forensic analysis on a new taxiway exhibiting premature large-scale reflective block cracking and rutting at Boarding Area A and dimpling of Taxiways B and M. NCE designed a high stability asphalt concrete mix to solve this problem. Developed mitigation plan for premature failure of thin-bonded PCC overlay on access roads Developed construction guidelines for long lasting longitudinal joints within asphalt concrete pavements. Updated the PAVER™ Airport PMS and performed automated distress surveys as per ASTM D5340. Digital images were collected, and the information was used to update SFIA's GIS and asset management system. Prepared final reports on the funding and maintenance needs for the next 20 years for the Federal Aviation Administration. NCE is currently providing similar pavement services to SFIA as a subconsultant through 2022. Project cost: $1.2 million.

County of Orange Program Management System Updates

Orange County, CA

Engineering Technician. Pavement distress surveyor. Scope: Scope includes verifying the road inventory for a road network (674 centerline miles), surveying the roads using ASTM D6433-11 protocols, updating the maintenance history, developing maintenance strategies, performing multiple budget scenarios, linking to a GIS shapefile, developing a seven-year work plan, and preparing reports. Concurrent with the pavement condition survey, mobile data collection units gathered high-resolution 360 degree geo-referenced right-of-way street level digital imagery along with 3D point cloud data. Assets collected included markings, signs, curb ramps, signals, and drainage features. Work provided from 2009-2020. Project cost: $2.3 million.

Pavement Management

Pavement Management Inspections

Engineering Field Technician

- Ada County, Idaho
- Agoura Hills
- Aliso Viejo
- Antioch
- Auburn, WA
- Anaheim
- Bakersfield
- Baldwin Park
- Bell
- Brentwood
- Buena Park
- Burbank
- Camarillo
- Campbell
- Carmel
- Carson
- Chula Vista
- Commerce
- Contra Costa County
- Corona
- Cudahy
- Cypress
- Dana Point
- Diamond Bar
- Dinuba
- Downey
- East Palo Alto
- El Centro
- Elk Grove
- Encinitas
- Fairfield
- Fremont
- Fresno County
- Fullerton
- Hayward
- Highland
- Hillsborough
- Humboldt County
- Inyo County
- La Habra
- Lake Forest
- Las Vegas
- Lemon Grove
- Livermore
- Mammoth Lakes
- Manhattan Beach
- Marina
- Marin County
- Martinez
- Mendocino County
- Milpitas
- Mission Viejo
- Mono County
- Monterey
- Monterey County
- Moreno Valley
- Mountain View
- Napa County
- Newport Beach
- Oakland
- Orange
- Orange County
- Oxnard
- Pacific Grove
- Palm Springs
- Poway
- Redwood City
- Richmond
- Rogue River National Forest
- San Bruno
- San Clemente
- San Diego County
- San Francisco
- San Marino
- San Mateo County
- San Ramon
- Santa Barbara
- Santa Cruz
- Santa Cruz County
- Santa Maria
- Santa Monica
- Seal Beach
- Siskiyou County
- Sonoma County
- South Lake Tahoe
- Stanislaus County
- Stanton
- State of Nevada
- State of Oregon
- State of Washington
- Thousand Oaks
- Torrance
- Tulare
- Tuolumne County
- Tustin
- Umpqua National Forest
- Vallejo
- Vernon
- Vista
- Walnut Creek
- West Covina
- West Sacramento
- Whittier
- Yorba Linda

Joseph DeLeon

Field Technician



Joseph DeLeon joined NCE in 2017 as a pavement management technician and is experienced in collecting distress data for pavement management systems. Apart from conducting field inspections, he has performed all functions related to data collection and is an active participant in the quality control process. As part of this process, he performs cross-checks of data in the PMP database. Joseph has performed quality control checks of field collected data and pavement maintenance history to ensure that PMP databases are accurate and up to date. During this process, he generates detailed reports, needed to help perform his crosschecks of the data collected. Joseph has completed the Orange County Transportation Authority's (OCTA) PAVER™ 'Distress Identification' course for Asphalt Concrete and Portland Cement Pavements. Joseph is also certified by the Metropolitan Transportation Commission (MTC) to perform pavement distress inspections; the certification testing involves passing a rigorous field test to test the inspector's knowledge of the distress procedures once a year. The Pavement Inspector Certification/Testing covers both ASTM D6433 for PAVER™ and StreetSaver® modified ASTM D6433 distress types.

Education
Mendocino College

Registrations and Certifications
OCTA PAVER Certification (expires 2023)
MTC StreetSaver® Rater Certification Program (expires 2023)

Joined NCE
2017

Total Years of Experience
5 years

Representative Projects

Pavement Asset Management

Pavement Condition Surveys
Various Cities and Counties, CA

Field Technician. Listed below are a collection of agencies that he has performed condition inspections. Projects included various forms of inspections for pavement distress data collection, such as walking, windshield and/or semi-automated Some of his current/past PMP/PMS clients include.

- Baldwin Park
- Buena Park
- Clearlake
- Downey
- El Cajon
- Elk Grove
- Fairfield
- Highland
- Garden Grove
- Kings County
- Lake County
- Lake Forest
- Lakeport
- Martinez
- Oakland
- Orange City
- Orange Cove
- Pacific Grove
- San Buenaventura
- Sand City
- Santa Ana
- Sonoma County
- South Gate
- Stockton
- Thousand Oaks
- Torrance
- Ventura

Pavement Management System
County of Sonoma, CA

Field technician. Responsible for collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected rural mountain roads and residential streets in East Sonoma County.

Pavement Management System
City of Elk Grove CA

Field Technician. Responsible for collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected residential, collector and arterial streets in Elk Grove.

Pavement Management System
City of Stockton, CA

Field Technician. Responsible for collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected urban arterials and residential streets in Stockton.

Pavement Management System
City of Martinez, CA

Field Technician. Responsible for collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected urban arterials and residential streets in Martinez.

Pavement Management System
City of San Buenaventura, CA

Field Technician. Responsible for collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected urban collectors and arterials and residential roads in Ventura.

Pavement Management System
City of Torrance, CA

Field Technician. Responsible for collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected urban arterials in Torrance.

Pavement Management System
City of El Cajon, CA

Field Technician. Responsible for collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected urban arterials and residential streets in El Cajon.

Pavement Management System
City of Buena Park, CA

Field Technician. Responsible for collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected urban arterials and residential streets in Buena Park.

Pavement Management System
City of Lakeport, City of Clearlake, County of Lake, CA

Field Technician. Responsible for collecting distress data for AC surfaces according to the MTC8 system. Inspected rural mountain roads, rural residential roads and rural arterials in the cities of Lakeport, Clearlake and Lake County.

Database Creation
County of Santa Cruz, CA

Field Technician. Responsible for collecting distress data for AC surfaces according to the MTC8 system. Inspected rural mountain roads, rural residential roads and rural arterials in Central Santa Cruz County. This data was modified off three separate paper databases which NCE merged into one StreetSaver® database.

Database Creation
City of Sand City, CA

Field Technician. Responsible for collecting distress data for AC surfaces according to the MTC8 system. Inspected industrial collectors for the City of Sand City. This data was modified off an old paper database used by Monterey County to create a StreetSaver® database for Sand City.

Pavement Management System
City of Pacific Grove, CA

Field Technician. Responsible for collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected residential and collector streets in Pacific Grove.

Pavement Management System
City of King City, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected residential, collector and arterial streets in Pacific Grove.

Pavement Technical Assistance Program (PTAP)
City of Fairfield, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected residential, collector and arterial streets in Fairfield.

Pavement Technical Assistance Program (PTAP) / Quality Control (QC)
City of Oakland, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected residential, collector and urban arterial streets in Northern, Southeast, Downtown and Central Oakland including Jack London Square and Lake Merritt. Also conducted quality control on residential and arterials in Western Oakland.

Control Sections
City of Anaheim, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected control sections for a prior automated survey.

Distress Data Quality Control
City of Cypress, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Conducted windshield inspections on fresh slurry seals in residential Cypress.

Control Sections
City of Thousand Oaks, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected control sections for a prior automated survey.

Pavement Technical Assistance Program (PTAP)
City of Yuba City, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected residential, collector and arterial streets in Yuba City.

Pavement Technical Assistance Program (PTAP) / Quality Control (QC)
County of Marin, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected residential, collector and arterial streets in Marin County. Conducted quality control.

Novato Sidewalks
City of Novato, CA

Field Technician. Collected and catalogued sidewalk distresses into a GIS point-cloud using a TRIMBLE device with a modified version of MTC8.

Control Sections
City of Hanford, City of Lemoore, County of Kings, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Selected and inspected control sections in the cities of Hanford, Lemoore and parts of Kings County for a prior automated survey.

Pavement Management Systems
City of Downey, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected residential, collector and urban arterial streets in Downey.

Pavement Technical Assistance Program (PTAP)
County of Alameda, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected urban residential streets and rural valley roads in and around Hayward, Castro Valley, Livermore and Altamont.

Automated Survey
County of Calaveras, CA

Field Technician. Drove automated rig to conduct automated survey on rural mountain roads in Calaveras County.

Pavement Technical Assistance Program (PTAP)
City of Novato, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected residential and collector streets in Novato.

Pavement Technical Assistance Program (PTAP) / Quality Control (QC)
City and County of San Francisco, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the MTC8 system. Inspected urban residential, collector and arterial streets in the Sunset, Lake Merced, Twin Peaks and Mission Districts of San Francisco, as well as quality control in other adjacent areas.

Automated Survey
City of Elk Grove, CA

Field Technician. Drove automated rig to conduct automated survey on residential roads in Elk Grove.

Automated Data Quality Control
City of Richmond, CA

Field Technician. Conducted quality control on automated data which used the old MTC7 system for industrial arterials in Eastern and Central Richmond.

GIS / Automated Survey / Control Sections
City of Citrus Heights, CA

Field Technician. Used StreetSaver® linkage portal to prepare GIS network for field use. Drove automated rig to conduct automated survey on residential roads and urban arterials in Citrus Heights, followed by inspection of control sections.

Automated Survey / Control Sections
City of Garden Grove, CA

Field Technician. Drove automated rig to conduct automated survey on residential roads and urban collectors and arterials in Garden Grove, followed by inspection of control sections.

Pavement Management Systems
City of Santa Ana, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected residential and collector streets as part of a full network update for Santa Ana.

San Francisco MUNI Distress Data Collection
San Francisco Municipal Transportation Agency

Field Technician. Collecting distress data for AC surfaces according to the MTC8 system. Inspected the asphalt lanes where MUNI light rails are installed on Market Street from 1st to 36th street.

Automated Survey / Control Sections
City of Baldwin Park, CA

Field Technician. Drove automated rig to conduct automated survey on residential roads and urban collectors and arterials in Baldwin Park, followed by inspection of control sections.

Pavement Management Systems
City of Santa Ana, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected residential, collector and urban arterial streets in Buena Park.

Whittier Boulevard Pavement Management Systems
City of Whittier, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected every block of urban arterial Whitter Boulevard from beginning to end.

Pavement Management Systems
City of Santa Barbara, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected residential, collector and urban arterial streets in Santa Barbara.

Automated Survey / Control Sections
City of Redondo Beach, CA

Field Technician. Drove automated rig to conduct automated survey on residential roads and urban arterials in Redondo Beach, followed by inspection of control sections.

Distress Data Quality Control
City of West Covina, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Conducted quality control on arterials and collectors in West Covina.

Pavement Management Systems
City of South Gate, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected residential, collector and urban arterial streets in South Gate.

Pavement Technical Assistance Program (PTAP)
County of Sonoma, CA

Field Technician. Collecting distress data for AC surfaces according to the MTC8 system. Inspected residential streets, rural arterials and mountain roads in Northern, Central, Southeast and Northwest Sonoma County.

Automated Survey / Control Sections
City of Elk Grove, CA

Field Technician. Drove automated rig to conduct automated survey on residential roads in Elk Grove, followed by inspection of control sections.

Distress Data Quality Control
City of Redondo Beach, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Conducted quality control for prior automated survey in Redondo Beach.

Automated Survey / Control Sections
City of San Clemente, CA

Field Technician. Drove automated rig to conduct automated survey on residential roads and arterials in San Clemente, followed by inspection of control sections.

Pavement Management Systems
City of Newport Beach, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Conducted windshield inspections on residential, collector and alleyways in Newport Beach.

Automated Survey / Control Sections / Trench Cuts
City of Anaheim, CA

Field Technician. Drove automated rig to conduct automated survey on residential roads and arterials in Anaheim, followed by inspection of control sections. Also conducted trench cut surveys for upcoming arterial maintenance.

Automated Survey / Control Sections
City of Manhattan Beach, CA

Field Technician. Drove automated rig to conduct automated survey on residential roads and arterials in Manhattan Beach, followed by inspection of control sections.

Pavement Management Systems
City of Stanton, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected urban arterials in Stanton.

Pavement Management Systems
City of Torrance, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected urban arterials in Torrance.

Orange County Automated Survey
City of Dana Point, County of Orange, CA

Field Technician. Drove automated rig to conduct automated survey on residential roads and collectors in Dana Point, Las Flores, North Tustin and Rossmoor.

Automated Survey
City of Kingman, AZ

Field Technician. Drove automated rig to conduct automated survey on residential roads, collectors and arterials in Kingman.

Distress Data Quality Control
City of San Marino, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Conducted quality control for prior inspections.

Pavement Management Systems
City of Ventura, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Inspected residential, collector and urban arterial streets in Ventura.

Distress Data Quality Control
City of Cypress, CA

Field Technician. Collecting distress data for AC/PCC surfaces according to the ASTM19/20 system. Conducted quality control for prior inspections in Cypress.

XV. Appendix E – Pavement Management Data Files

The Pavement Management data files shall be submitted to OCTA in spreadsheet format. This must include the following information:

- Street name and limits for all public streets
- Street identifiers (Branch ID, Section ID)
- Direction (if applicable)
- Beginning and ending of each section
- Length, widths, and true areas
- Functional Classification (MPAH, Local)
- Number of travel lanes
- PCI and date of inspection
- Type of recommended treatment
- Cost of recommended treatment

The Pavement Management data files are attached here as a CD, or included as Appendix E

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: Mitzi Ortiz, MMC, City Clerk

SUBJECT: BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE

Recommended Action:

Direct staff to review the City's Conflict of Interest Code for updates and submit its findings to Council by October 1, 2022.

Fiscal Impact:

None.

Background:

Pursuant to the Political Reform Act, the City adopted a Conflict of Interest Code which consists of standard provisions contained in Section 18730 of Title 2 of the California Code of Regulations, as amended. The Code also designates City officials, officers, employees, and consultants who make or participate in making governmental decisions which may affect their financial interests, who must disclose those interests in certain financial disclosure statements, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

The Political Reform Act requires the City Council, as the code reviewing body, to direct staff to review the Code by July 1 of each even-numbered year. Staff must then submit a biennial notice to Council by October 1 indicating whether amendments are needed. If so, the amended Code will be presented to Council for approval by resolution.

Discussion:

The City's first Conflict of Interest Code was adopted in 2001. The Code has subsequently been reviewed biennially with the last amendment approved in 2020. With Council direction, staff will begin a thorough review of the Code with assistance from the City Attorney's office. Staff will submit its findings to Council for consideration by October 1, 2022.

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: David A. Doyle, City Manager

SUBJECT: AGREEMENT FOR FY 2022-23 LAW ENFORCEMENT SERVICES

Recommended Action:

Approve and authorize the City Manager to execute the agreement with the County of Orange for FY 2022-23 law enforcement services.

Fiscal Impact:

The cost for the agreement with the County of Orange for FY 2022-23 law enforcement services is $9,917,082. Approximately three years ago, the Board of Supervisors approved a new labor contract for Orange County Sheriff's Department employees. The agreement amount for FY 2022-23 increased by approximately $412,712 or 4.34%. This increase is due to a combination of the aforementioned agreed upon salary increases, the implementation of the body worn camera (BWC) system, and overhead costs compared to the prior year.

Background:

The City of Aliso Viejo has contracted with the County of Orange for the Sheriff-Coroner to provide law enforcement services since 2001. Over the past few years, the City has decreased staffing by ½ an investigator resulting in shared cost and case load with the City of Laguna Woods. The School Resource Officer is a shared annual cost with the City of Laguna Niguel and the supervisors are a shared resource with the Cities of Laguna Hills and Laguna Woods with each paying a third for four patrol supervisor positions. See below for a breakdown of personnel for the City of Aliso Viejo.

[Continued on next page.]

Discussion:

Law Enforcement Services Agreement

Staff	FY 2021-22	FY 2022-23
Captain	1	1
Administrative Sergeant	1	1
Patrol Sergeants	1.33	1.33
Investigators	1.5	1.5
Patrol Deputies (DSII)	14	14
School Resource Officer	.65	.65
Motorcycle Deputies	2	2
Directed Enforcement Deputy (DSII)	1	1
Sworn Compliment	**22.48**	**22.48**

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

Attachments:

1. Law Enforcement Services Agreement
2. Cost Spreadsheet

AGREEMENT

BETWEEN THE

CITY OF ALISO VIEJO

AND THE

COUNTY OF ORANGE

THIS AGREEMENT is entered into this First day of May 2022, which date is enumerated for purposes of reference only, by and between the CITY OF ALISO VIEJO, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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Attachment B:	City Ordinances	
Attachment C:	Payment	
Attachment D:	County Billing Policy	
Attachment E:	Forfeited and Seized Asset Policy	
Attachment F:	TVAP Resolution	
Attachment G:	TVAP Form	

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A. TERM:

The term of this Agreement shall commence July 1, 2022 and terminate June 30, 2023 unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 2023 for COUNTY to provide to CITY, during all or part of the period between July 1, 2023 and June 30, 2024, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2023 and August 31, 2023, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2022 through June 30, 2023. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

C. REGULAR SERVICES BY COUNTY:

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

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C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to the CITY's Council.
3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 2022 through June 30, 2023, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Captain in charge of CITY Police Services. If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Captain to

C. REGULAR SERVICES BY COUNTY: (Continued)

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

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

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

C. REGULAR SERVICES BY COUNTY: (Continued)

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

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

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

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

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

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

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

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

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

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of SHERIFF at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.
5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY.

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E. BODY WORN CAMERA AND IN CAR VIDEO:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, body worn cameras (hereinafter called "BWC") that will be worn by SHERIFF'S personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles designated by SHERIFF for use within CITY service area.
2. SHERIFF has the exclusive right to use said BWC and ICV for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of BWC and the acquisition and installation of ICV and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete.

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of BWC and ICV, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said BWC and ICV during the period July 1, 2022 through June 30, 2023.
4. If, following the initial acquisition of BWC and ICV referenced above, CITY requires BWC and ICV for additional SHERIFF'S personnel or vehicles designated for use in the CITY service area, COUNTY will purchase said additional BWC and ICV. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and

E. BODY WORN CAMERA AND IN CAR VIDEO: (Continued)

upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

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

F. LICENSING SERVICES BY CITY:

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

G. PAYMENT:

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

G. PAYMENT: (Continued)

Attachment A of this Agreement, to be provided by the COUNTY for the period July 1, 2022 through June 30, 2023, shall be $9,917,082 as set forth in Attachment C.

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

3. COUNTY shall invoice CITY monthly. During the period July 1, 2022 through June 30, 2023, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2022 and June 30, 2023.

4a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 2022-23 costs set forth in Attachment C nor in the Fiscal Year 2022-23 Maximum Obligation of City set forth in Subsection G-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the

G. PAYMENT: (Continued)

extent such increases are attributable to work performed by such personnel after July 1, 2022, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full fornsuch increases on a pro-rata basis over the portion of the period between July 1, 2022 and June 30, 2023 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 2022 through June 30, 2023, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 2022 and June 30, 2023 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

4b. If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2022 through June 30, 2023 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of service

G. PAYMENT: (Continued)

and adjustment of costs, the parties shall execute an amendment to this Agreement so providing. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

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

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H. NOTICES:

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

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

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

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

I. STATUS OF COUNTY:

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

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J. STATE AUDIT:

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

K. ALTERATION OF TERMS:

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

L. INDEMNIFICATION:

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

L. INDEMNIFICATION: (Continued)

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

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

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

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

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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

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

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

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

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

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

TVAP resolution in effect at the time of purchase.

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

N. MOBILE DATA COMPUTERS:

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

N. MOBILE DATA COMPUTERS: (Continued)

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2022 through June 30, 2023.

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

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

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

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O. E-CITATION UNITS:

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

   The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2022 through June 30, 2023.
4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY

O. E-CITATION UNITS: (Continued)

set forth in Subsection G-2 of this Agreement.

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

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

DATED:_____

CITY OF ALISO VIEJO

ATTEST:_____
City Clerk

BY:_____
Mayor

APPROVED AS TO FORM:

BY:_____
City Attorney

DATED:_____

COUNTY OF ORANGE

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

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

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

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

BY: _____
Deputy

DATED: 5/3/22

ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF ALISO VIEJO

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

LEVEL OF SERVICE PROVIDED BY SHERIFF:

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

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	5.36%
Deputy Sheriff II	Traffic	4.00	5.36%
Investigative Assistant	Traffic	2.00	5.36%
Office Specialist	Traffic	1.00	5.36%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	4.99%
Investigator	Auto Theft	2.00	4.99%
Investigative Assistant	Auto Theft	1.00	4.99%
Office Specialist	Auto Theft	1.00	4.99%
DET:			
Sergeant	DET	1.00	11.98%
Investigator	DET	1.00	11.98%
COURTS:			
Investigative Assistant	Courts	2.00	9.80%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	8.16%
TOTAL		**16.90**	

ATTACHMENT B

CITY OF ALISO VIEJO

ORDINANCE NO. 2010-126

LICENSING

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

BINGO GAME

CANVASSER/SOLICITOR

ESCORT SERVICES

JUNK COLLECTOR

JUNK DEALER

MASSAGE ESTABLISHMENT (Includes FBI fees)

MASSAGE PRACTITIONER/TECHNICIAN (Includes FBI fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RETAIL SALE OF FIREARMS/GUN DEALER

SECONDHAND DEALER (PAWNBROKER)

SECURITY SYSTEM

TAXICAB STAND

ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF ALISO VIEJO

"PAYMENT"
(Subsection G-2)

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	$ 443,024	$ 443,024
SUPERVISION:				
Sergeant	Administrative	1.00	$ 370,408	$ 370,408
Sergeant	Patrol	1.00	$ 370,408	$ 370,408
Sergeant (shared)	Patrol	0.33	$ 370,408	$ 122,235
INVESTIGATION SERVICES:				
Investigator		1.00	$ 365,635	$ 365,634
Investigator (shared)		0.50	$ 365,635	$ 182,818
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	15.00	$ 307,545	$ 4,613,175
Deputy Sheriff II -Motor	Traffic	2.00	$ 312,557	$ 625,114
ADDITIONAL SERVICES:				
Community Services Officer	Parking Control	2.00	$ 145,384	$ 290,768
Deputy Sheriff II (shared)	School Resource Officer	0.65	$ 307,545	$ 199,905
Senior Emerg. Mgmt. Prog. Coord.		1.00	$ 196,088	$ 196,088
TOTAL POSITIONS		**25.48**		**$ 7,779,577**

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost $
TRAFFIC:				
Sergeant	Traffic	0.60	5.36%	$ 15,835
Deputy Sheriff II	Traffic	4.00	5.36%	$ 81,477
Investigative Assistant	Traffic	2.00	5.36%	$ 16,700
Office Specialist	Traffic	1.00	5.36%	$ 6,501
AUTO THEFT:				
Sergeant	Auto Theft	0.30	4.99%	$ 7,352
Investigator	Auto Theft	2.00	4.99%	$ 34,525
Investigative Assistant	Auto Theft	1.00	4.99%	$ 7,797
Office Specialist	Auto Theft	1.00	4.99%	$ 5,837
DET:				
Sergeant	DET	1.00	11.98%	$ 51,984
Investigator	DET	1.00	11.98%	$ 48,189
COURTS:				
Investigative Assistant	Courts	2.00	9.80%	$ 30,734
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	8.16%	$ 31,936
TOTAL REGIONAL/SHARED		**16.90**		**$ 338,867**

OTHER CHARGES AND CREDITS (Subsection G-2):

OTHER CHARGES:

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

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2022-23; reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS	**$**	**1,798,638**
TOTAL COST OF SERVICES (Subsection G-2)	**$**	**9,917,082**

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

I. POLICY

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

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

II. DEFINITIONS

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

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

III. FIXED PRICE CONTRACTS

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

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

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

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

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

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

IV. ACTUAL COST CONTRACTS

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

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

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

V. PAYMENT DUE DATES

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

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

VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

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

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

VII. COLLECTIONS

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

VIII. DISCOUNT FOR EARLY PAYMENT

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

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

IX. DEFERRED REVENUE

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

X. COST RECOVERY

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

XI. EXISTING CONTRACTS

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

XII. DEVIATIONS FROM POLICY

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

POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS

BACKGROUND

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

CONTRACTED PATROL AND INVESTIGATION OFFICERS

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

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

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

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

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

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

RESOLUTION NO. 2021-04

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

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

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

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

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

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

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

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

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

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

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

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

22655.5 (b) Vehicle is evidence of crime

22669 Abandoned vehicle

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22651 (a) Unattended vehicle on bridge

22651 (d) Vehicle blocking driveway

22651 (e) Vehicle blocking fire hydrant

22651 (f) Vehicle blocking freeway

22651 (h) (1) Driver arrested

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

22651 (i) (1) Multiple parking citations

22651 (j) Lack of vehicle registration

22651 (k) Parking over seventy-two hours

22651 (l) Parking in a construction zone

22651 (m) Violation of special events restriction

22651 (n) No parking zone

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

22651 (p) Driver unlicensed or license suspended

22651 (r) Vehicle blocking another vehicle

22651 (t) Notice to appear/illegal amber lights

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

22651 (v) Illegally letting stand a mobile billboard advertisement

22651 (w) Second or subsequent violation of an ordinance

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

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

22655.5 (b) Vehicle is evidence of crime

22669 Abandoned vehicle

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

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

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

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

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

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

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

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

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

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

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

ATTEST:

Mitzi Ortiz, MMC
City Clerk

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

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

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

NOES: None

ABSENT: None

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM

REQUEST

CONTRACT CITY

Participating City Request to Purchase From the TVA in FY	Date

QUANTITY	ITEM DESCRIPTION	APPLICABILTY TO TVA PROGRAM	ESTIMATED COST

CERTIFICATION

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

CITY MANAGER REQUEST:

Printed Name _____

Signature: _____ DATE _____

APPROVALS

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT

Recommended For Approval

CITY POLICE SERVICES CHIEF	MANAGER – TVA PROGRAM

OCSD
BUDGET
USE ONLY

CITY OF ALISO VIEJO

FISCAL YEAR 2022-23

FINAL

Updated 5/2/2022

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

Add: Body Worn Cameras (BWC)

Transition: Patrol Video Cameras (PVS) to In Car Video (ICV)

			SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	DIRECT PURCHASE POSITIONS		SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
1	Captain		203,609	0	192,068	0	6,357	0	8,381	24,035	4,502	4,072	0	0	**443,024**
1	Sergeant - Administrative		154,157	0	151,242	15,136	6,357	0	8,381	27,247	4,502	3,386	0	0	**370,408**
1.33	Sergeant - Patrol (Share with LW)		205,029	0	201,152	20,131	8,454	0	11,147	36,239	5,988	4,503	0	0	**492,643**
1.5	Investigator (Share w/LW)		203,454	0	202,462	18,663	9,536	0	12,572	90,569	6,753	4,443	0	0	**548,452**
15	DS II Patrol		1,864,170	0	1,853,760	129,285	95,355	0	125,715	437,490	67,530	39,870	0	0	**4,613,175**
0.65	DS II School Resource Officer (Share with LN)		80,781	0	80,330	5,602	4,132	0	5,448	18,958	2,926	1,728	0	0	**199,905**
2	DS II Motorcycle		254,556	0	251,072	17,238	12,714	0	16,762	58,332	9,004	5,436	0	0	**625,114**
22.48	**Subtotal Safety**		**$2,965,756**	**$0**	**$2,932,086**	**$206,055**	**$142,905**	**$0**	**$188,406**	**$692,870**	**$101,205**	**$63,438**	**$0**	**$0**	**$7,292,721**
2	Community Services Officer		119,016	0	85,402	0	12,714	0	16,762	54,494	0	2,380	0	0	**290,768**
1	Sr. Emergency Mgt. Prog. Coord. (full position)		112,731	0	64,330	0	6,357	0	8,381	2,034	0	2,255	0	0	**196,088**
3.00	**Subtotal Professional**		**$231,747**	**$0**	**$149,732**	**$0**	**$19,071**	**$0**	**$25,143**	**$56,528**	**$0**	**$4,635**	**$0**	**$0**	**$486,856**
25.48	**TOTAL STAFF**		**$3,197,503**	**$0**	**$3,081,818**	**$206,055**	**$161,976**	**$0**	**$213,549**	**$749,398**	**$101,205**	**$68,073**	**$0**	**$0**	**$7,779,577**
	REGIONAL / SHARED STAFF														
0.6	Traffic - Sergeant	5.36%	7,032	883	5,904	486	244	215	269	489	145	168	0	0	**15,835**
4	Traffic - Deputy Sheriff II	5.36%	31,593	7,394	28,551	1,846	1,629	3,627	1,795	3,261	964	817	0	0	**81,477**
2	Traffic - Investigative Assistant	5.36%	7,469	3	6,110	0	801	0	898	1,270	0	149	0	0	**16,700**
1	Traffic - Office Specialist	5.36%	2,968	85	1,902	0	401	0	449	635	0	61	0	0	**6,501**
0.3	Auto Theft - Sergeant	4.99%	3,273	411	2,748	226	97	100	125	227	67	78	0	0	**7,352**
2	Auto Theft - Investigator	4.99%	14,461	1,240	13,347	1,240	646	452	836	1,515	449	339	0	0	**34,525**
1	Auto Theft - Investigative Assistant	4.99%	3,445	104	2,852	0	317	0	418	590	0	71	0	0	**7,797**
1	Auto Theft - Office Specialist	4.99%	2,710	0	1,748	0	317	0	418	590	0	54	0	0	**5,837**
1	DET Sergeant	11.98%	19,734	3,903	18,092	1,814	680	0	1,004	5,722	539	496	0	0	**51,984**
1	DET Investigator	11.98%	17,187	4,958	16,147	1,491	680	0	1,004	5,722	539	461	0	0	**48,189**
2	Courts - Investigative Assistant	9.80%	13,774	1,720	11,535	0	1,246	108	1,642	399	0	310	0	0	**30,734**
1	Motorcycle Sergeant + MDC	8.16%	13,308	12	12,367	1,236	649	1,421	684	1,243	368	298	350	0	**31,936**
16.90	**Subtotal**		**$136,954**	**$20,713**	**$121,303**	**$8,339**	**$7,707**	**$5,923**	**$9,542**	**$21,663**	**$3,071**	**$3,302**	**$350**	**$0**	**$338,867**

CITY OF ALISO VIEJO

FISCAL YEAR 2022-23

FINAL

Updated 5/2/2022

Share: Four (4) Sergeants with LH, LW (1/3 AV, 1/3 LH, 1/3 LW)
One (1) Deputy Sheriff II - School Resources Officer (SRO) with LN (0.35)
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Add: Body Worn Cameras (BWC)

Transition: Patrol Video Cameras (PVS) to In Car Video (ICV)

		SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	ADDITIONAL COSTS/REVENUE	SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	REVENUE	TOTAL
	Overtime		931,153	64,488							18,623			**1,014,264**
	Estimate: Vacancy Credit											(200,000)		**(200,000)**
	Annual Leave (Pay Downs & Termination Pay)											100,157		**100,157**
	AB109 (2011 Public Safety Realignment)												(9,600)	**(9,600)**
	Body Worn Cameras (BWC) and In Car Video (ICV) Costs											260,836		**260,836**
	Contract Administration											28,458		**28,458**
	Data Line					1,522								**1,522**
2	E - Citation											4,599		**4,599**
	Enhanced Helicopter Response Services						21,060							**21,060**
	Facility Lease					49,178								**49,178**
	Holiday Pay: Comp & Straight Time											127,812		**127,812**
	Integrated Law & Justice Agency of Orange County											2,734		**2,734**
	Mobile Data Computers (MDC) - Acquisition													**0**
18.33	Mobile Data Computers (MDC) - Recurring Costs											67,129		**67,129**
	Patrol Training Cost Allocation (FTB)									111,237				**111,237**
	Premium Pay											85,149		**85,149**
	Retirement Rate Discount (Expenses for Interest and Issuance)			6,159										**6,159**
	Retirement Rate Discount, (Gross)			(122,794)										**(122,794)**
	Revenue/False Alarms												(8,260)	**(8,260)**
	Revenue/Training Reimbursement													**0**
	Revenue/Restitution Reimbursement												(2,410)	**(2,410)**
	Services & Supplies					37,333								**37,333**
	Transportation - Vehicle Fuel, Maintenance, Mileage Interest etc.						224,074							**224,074**
	Subtotal	**$0**	**$931,153**	**($52,146)**	**$0**	**$88,033**	**$245,134**	**$0**	**$0**	**$111,237**	**$18,623**	**$476,874**	**($20,270)**	**$1,798,638**
	FY 2022-23 - FINAL CONTRACT TOTAL	**$3,334,457**	**$951,866**	**$3,150,975**	**$214,394**	**$257,716**	**$251,057**	**$223,091**	**$771,061**	**$215,513**	**$89,998**	**$477,224**	**($20,270)**	**$9,917,082**
	FY 2021-22 - FINAL CONTRACT TOTAL	**$3,210,329**	**$917,979**	**$3,162,187**	**$200,618**	**$242,987**	**$268,537**	**$209,567**	**$778,323**	**$216,880**	**$84,808**	**$229,079**	**($16,924)**	**$9,504,370**
		3.87%	3.69%	-0.35%	6.87%	6.06%	-6.51%	6.45%	-0.93%	-0.63%	6.12%	108.32%	19.77%	4.34%
		$124,128	$33,887	($11,212)	$13,776	$14,729	($17,480)	$13,524	($7,262)	($1,367)	$5,190	$248,145	($3,346)	**$412,712**

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: Rose Rivera, Senior Planner

SUBJECT: REQUEST TO APPROVE PLANNING APPLICATION PA21-027 (CUP) FOR A CONDITIONAL USE PERMIT TO ESTABLISH AN AUTOMOTIVE REPAIR FACILITY (TESLA COLLISION CENTER) AT 41 COLUMBIA

Recommended Actions:

1. Open and conduct a public hearing;

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

3. Adopt a Resolution (Attachment 1) approving Planning Application PA21-027 (CUP) for a conditional use permit to establish an automotive repair facility at 41 Columbia.

Fiscal Impact:

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

Background:

On November 6, 2021, the Applicant, Bill Hofman, of Hofman Planning Associates on behalf of Tesla Motors Inc., submitted an application for a conditional use permit to establish an automotive repair facility within an existing 30,737 square foot building located at 41 Columbia. The industrial building was formerly occupied by a television studio operated by Benny Hinn Ministries but has been vacant for several years.

Property Information	
Existing Site Address	41 Columbia
Assessor's Parcel Number	623-141-09
Applicant/Agent	Bill Hofman, Hofman Planning Associates for Tesla Motors, Inc.
Property Owner	Cal-Tex Acquisition IV, LLC
General Plan Designation	Business Park (BP)
Zoning District	Business Park-2 (BP-2)
Existing Site Size	2 acres
Existing Conditions	Light Industrial Building

	Adjacent Land Uses	Zoning
North	NeoGenomics Laboratories	Business Park-2 (BP-2)
South	73 Toll Road	N/A
East	NeoGenomics Laboratories	Business Park-2 (BP-2)
West	UPS Fulfillment Center	Business Park-2 (BP-2)

Discussion:

Tesla Motors, Inc. is proposing to occupy an existing 30,737 square foot building located at 41 Columbia for an auto repair facility. Aliso Viejo Municipal Code (AVMC) Section 15.18.020 states that "auto repair service, major" uses are permitted in the Business Park 2 (BP-2) zoning district with an approved conditional use permit.

Business Operations

The proposed project consists of converting the existing building into an automotive collision repair center for Tesla vehicles. The operation includes: the assessment of vehicle damage; and repair or replacement of body panels, paint, glass, and mechanical and trim components. The anticipated hours of operation will be Monday through Friday from 8 a.m. to 12 a.m. All repair activity will be conducted within the facility. Work in progress (WIP) cars will remain inside the building. The service shop consists of a 21,437 square foot area containing a total of 10 vehicle lifts, eight (8) open service bays, an alignment rack, prep booth, spray booth, and two (2) wash bays. Vehicles will be taken in through the roll-up doors located on the rear of the building and cleaned at the wash bay. From there, cars will be moved to assigned lifts for repairs. Repairs will typically involve disassembly, painting and vehicle reassembly. Replacement parts will be delivered to the loading dock and moved to the parts and storage area via forklift.

Customers who go to the facility will primarily be by appointment only. Customers will drive their car in or have a tow provider take their car to the facility on the day of their appointment. Tesla will have staff members who will review the damaged vehicle with the customer, and customers will wait in the lounge area while staff prepares the estimate in the office. Tesla does not offer loaner vehicles or shuttle service; however, customers will be offered ride share vouchers (e.g., Uber, Lyft, etc.) to get to their next destination.

Site Improvements

The Applicant is proposing parking lot striping modifications which have been designed in compliance with Chapter 15.38 of the zoning code requirements which requires that all parking stalls are a minimum of nine (9) feet wide by 18 feet long, and the drive aisles are maintained at a minimum of 24 feet. The parking lot currently has 88 parking spaces, and with the striping modifications, is proposed to have 89 parking spaces. Of the 89 parking spaces, five (5) will be ADA accessible. Tesla chargers will be installed at five (5) of the parking spaces located directly adjacent to the rear of the building. Below is a summary of the parking for the Project.

Use	AVMC Parking Requirement	Parking Required
Automotive Repair Services, excluding storage (28,237 s.f.)	1 space per 400 s.f.	71
Storage (2,410 s.f.)	1 space per 1,000 s.f.	2
	Total Number of Spaces Required	**73**
	Number of Onsite Parking Spaces	**89**

AVMC Section 15.38.040 requires a total of 73 parking spaces for automotive repair services and the project proposes 89 spaces. Therefore, sufficient onsite parking will be provided.

To secure the parking lot, the Applicant is proposing a sliding gate along the drive aisle facing Columbia. Per AVMC Section 15.18.020, storage areas (including vehicle storage) shall be visually screened from adjacent streets with an opaque fence or plant screen. The Applicant is proposing a six-foot tall decorative iron gate with perforated metal screening to block the view of the parking area from Columbia. Since the parking area is set back approximately 100' from Columbia, the perforated material will visually obscure the parking area. The vehicles will be parked in the rear of the building and with the addition of the decorative gate, the vehicles will not be visible from Columbia.

Four (4) new HVAC units and ventilating units are proposed to be installed on the roof of the building. Pursuant to AVMC Section 15.62.080.E.2.a, roof-mounted mechanical equipment shall be screened from a horizontal line of sight. The intent of the code requirement is to ensure that mechanical equipment cannot be viewed at a 90-degree angle from nearby properties given the City's hilly topography. After extensive discussion with City staff, the Applicant provided an analysis to show that screening is only warranted on the south elevation of the building which faces the 73 Toll Road. Because the building is located at the highest point of Columbia, there is no public viewpoint from a 90' angle that could see the roof from the north or east of the building. Additionally, there is an existing parapet along the east side of the building that would screen the new equipment from Columbia. The west elevation (UPS facility) is elevated approximately 50' higher than the subject site and is surrounded by a six-foot high block wall which obscures the view of the subject site. Along the southern property line, there is potential for those driving along the 73 Toll Road and from the offices across the highway and therefore screening will be provided to conceal the proposed roof top units. The screen will be constructed to match in color and materials of the existing building.

Environmental:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the project is considered Categorically Exempt Class 1 – Existing Facilities (CEQA Section 15301) as it consists of activities involving operation, repair, maintenance, permitting, leasing, licensing, minor alteration of, or legislative activities to regulate, existing public or private structures, facilities, mechanical equipment or other property, or topographical features,

provided the activity involves negligible or no expansion of use beyond that existing at the time of the City's determination.

Public Notice:

On June 2, 2022, a public hearing notice was published in the Laguna Niguel News and mailed to all owners of real properties and tenants within 300 feet of the subject real property.

Attachments:

1. Resolution
2. Project Description Letter
3. Project Plans
4. Presentation

RESOLUTION NO. 2022- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING PLANNING APPLICATION PA21-027 (CUP) FOR A CONDITIONAL USE PERMIT TO ESTABLISH AN AUTO REPAIR FACILITY AT 41 COLUMBIA

WHEREAS, on November 9, 2021, the Applicant, Bill Hofman of Hofman Planning Associates on behalf of Tesla Motors, Inc., submitted Planning Application PA21-027 (CUP) for a conditional use permit to establish an auto repair facility at 41 Columbia (Project); and

WHEREAS, pursuant to Aliso Viejo Municipal Code ("AVMC") Section 15.18.020, auto repair services, major, require conditional use permit ("CUP") approval within the Business Park 2 (BP-2) Zoning District; and

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

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

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

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

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

WHEREAS, on June 15, 2022, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation related to Planning Application PA21-027 (CUP); and

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

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

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

SECTION 2. Compliance with CEQA. The City Council finds the proposed project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 exemption for activities involving operation, repair, maintenance, permitting, leasing, minor alteration of, or legislative activities to regulate, existing public or private structures, facilities, mechanical equipment or other property, or topographical features, provided the activity involves negligible or no expansion of use beyond that existing at the time of the City's determination. (State CEQA Guidelines, section 15301.) The exemption identified under Class 1 includes interior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposed project qualifies for a Class 1 exemption because the project consists of the establishment of an automotive repair facility within an existing building. Tenant improvements associated with the project involve minor modifications to the interior and exterior of the existing building. No additional improvements beyond the existing parking lots are needed. Therefore, the proposed project is exempt from CEQA pursuant to State CEQA Guidelines, section 15301.

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

SECTION 3. Approval of Project and Findings for Conditional Use Permit for an auto repair facility. In accordance with Section 15.74.040 (C) of the AVMC, the City Council hereby approves the CUP for Planning Application PA21-027 (CUP) subject to the conditions set forth in Exhibit "A," attached hereto and incorporated herein by reference.

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

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

The proposed project is consistent with the General Plan Land Use Designation of Business Park (BP), which allows for a range of uses including light industrial uses with supporting services. Additionally, Goal LU-1 states the City shall "provide a diverse mix of land uses to meet the future needs of all residents and the business community." The proposed Project will help meet the auto repair needs of the surrounding business park users and residents. The proposed project will create revenue-generating land use consistent with Policy LU-3.1, produce new job opportunities consistent with Policy LU-3.2, reduce pollutants from urban development pursuant to Policy LU-4.4, and comply with all federal and state environmental guidelines consistent with Policy LU-4.5. The Project will comply with these relevant General Plan Goals and further enhances the diverse mix of land uses within Aliso Viejo.

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

   The Project is located within the Business Park 2 (BP-2) Zoning District. "Auto repair services, major" are permitted within the BP-2 district with an approved conditional use permit. The Project complies with development standards of the BP-2 zone in regard to building height, parking, setbacks, screening, etc. and will not change the footprint of the existing building. The Project as proposed, with approval of the conditional use permit, would be consistent with the provisions of the Zoning Code.

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

   The proposed project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 exemption for activities involving operation, repair, maintenance, permitting, leasing, minor alteration of, or legislative activities to regulate, existing public or private structures, facilities, mechanical equipment or other property, or topographical features, provided the activity involves negligible or no expansion of use beyond that existing at the time of the City's determination. (State CEQA Guidelines, section 15301.) The exemption identified under Class 1 includes interior alterations involving such things as interior partitions, plumbing, and electrical conveyances. The proposed project qualifies for a Class 1 exemption because the project consists of establishment of an auto repair facility within an existing building. Tenant improvements associated with the project involve minor modification to the interior and exterior of the existing building. No additional improvements beyond the existing parking lots are needed. Therefore, the proposed project is exempt from CEQA pursuant to State CEQA Guidelines, section 15301.

   To the extent the Class 1 categorical exemption applies to the proposed project, staff has determined that none of the exceptions to the categorical exemptions

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

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

   The site is located within an area primarily characterized by light industrial, office and manufacturing uses. The site is bound by Columbia to the north, and the 73 Toll Road to the south. The neighboring structures are industrial uses including NeoGenomics laboratory (31 and 51 Columbia) to the north and east, UPS customer fulfillment center (22 Brookline) to the west. Because Tesla's work in progress vehicles will be kept within the building, from the outside view, the use will not look any different than the surrounding structures. There is no indication the use will create conditions materially detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the site. There is no indication the use will create conditions materially detrimental or injurious to the properties, improvements or land uses in the vicinity.

SECTION 4. Filing of Notice of Exemption. The City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project.

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

PASSED, APPROVED AND ADOPTED this 15th day of June 2022.

_____

Ross Chun
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. 2022-___ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 15th day of June 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ
CITY CLERK

(SEAL)

EXHIBIT "A"
PLANNING APPLICATION PA21-027 (CUP)
CONDITIONS OF APPROVAL

1. Project Description. Approval of the Planning Application PA21-027 (CUP) is for a conditional use permit to establish an automotive repair facility at 41 Columbia, Aliso Viejo, CA in accordance with all plans and exhibits as presented to and approved by the City Council on June 15, 2022.

2. Period of Validity. The period of validity for Planning Application PA21-027 (CUP) shall run indefinitely, unless the use is not established within two years of the permit's effective date set out above pursuant to AVMC Section 15.74.090(B).

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

4. Applicant Designation. For the purpose of Planning Application PA21-027 (CUP) and as referenced in the conditions, "Applicant" shall apply to Hofman Planning Associates on behalf of Tesla Motors, Inc., owner, operator, and future successors of the approved establishment.

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

6. Compliance with Conditions. The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to the granting of these

permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120.

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

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

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

10. Conditions of Approval. Prior to the issuance of necessary building permits, the Applicant shall list all conditions of approval on the title sheet.

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

    a. Prior to issuance of a building permit:

i. Spray Booth (Service code PR345)

ii. Hazardous Material Process/Storage (Service Code PR315)

iii. Chemical Classification (Service Codes PR318-PR328)

b. Prior to concealing interior construction:

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

ii. Fire Sprinkler System (Service Codes PR400-PR465), if modified, provided voluntarily, or required by code.

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

13. State and Federal Permits. All necessary State and Federal permits, including the South Coast Air Quality Management District permit, shall be obtained prior to operations.

14. Signs. All signs proposed for this development shall be designed in accordance with the Municipal Code and any adopted Sign Program in effect for the property and shall require review and approval of Planning Services and Building Department prior to installation.

15. Mechanical Equipment. All roof-top equipment shall be screened as shown on the approved CUP plans and exhibits to the satisfaction of the Community Development Director. Such screening shall be architecturally consistent with the building and an integral part of the building design.

16. Hours of Operation. The hours of operation of the auto repair facility use shall be limited to Monday through Friday from 8 a.m. to 12 a.m. Any request to modify hours of operation or use shall be submitted in writing to the Director for review and approval. Furthermore, based on substantiated complaints or concerns, the Director may modify the hours of operation as deemed necessary.

17. CPTED Inspection. The project is subject to a final CPTED inspection by the Crime Prevention Specialist prior to issuance of permit of occupancy. Based on the Crime Prevention Specialist review and inspection of the Project, the Applicant shall make the required improvements and submit the necessary documentation showing compliance to the satisfaction of the Crime Prevention Specialist.

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

19. Parking. A minimum of 73 onsite parking spaces shall be maintained at all times. If conversion of the mezzanine to another use is contemplated, a parking analysis will be required prior to conversion in order to demonstrate whether or not additional parking spaces are needed. No customer or employee parking shall be permitted on any public street.

20. Vehicle Delivery. All vehicles delivered to the premises for service shall be driven or offloaded to the interior of the building only.

21. Outdoor Storage or Repair. No outdoor storage of materials or outdoor activities including but not limited to vehicle cleaning, washing, painting, repair or material storage, shall occur outside of any building or structure.

22. Pollution Prevention Requirements. The facility shall comply with the City's Pollution Prevention requirements (Stormwater Program Management, AVMC Chapter 7.35). An annual water quality inspection will be conducted by City staff to verify compliance.

23. Hazardous Materials. All hazardous materials shall be stored and disposed of in compliance with Local, State and Federal regulations. The business owner and/or manager shall be required to show proof of clearance or permit from Orange County Health Care Agency (OCHCA) and Orange County Fire Authority (OCFA) for the collection and disposal of hazardous materials including used batteries.

24. Maintenance. The Applicant shall be responsible for maintaining the entire site as a blight and nuisance-free condition at all times. This shall include but not be limited to ensuring the site is free of litter, unpermitted signage, odors, and excessive noise generated from the business operations.

25. Noise. The use shall not generate noise that exceeds ambient noise levels established in AVMC Chapter 8.12. Doors shall remain closed during hours of operation except while cars enter and exit the building. Furthermore, based on substantiated complaints or concerns, the Director may modify conditions relative to facility operations as deemed necessary.

26. Adverse Impacts. In the event of adverse impacts on the health, safety or welfare of the neighborhood or public, or receipt of substantiated complaints directly related to the Applicant's operations, the Community Development Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police shall have the discretion to bring this Permit back to the City Council for the consideration of additional improvements and

protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include but not be limited to the restriction of operations.

3500 Deer Creek Road, Palo Alto CA 94304
P 650 681 5100 F 650 681 5101

05/04/2022

Re: 41 Columbia, Aliso Viejo, CA
Operational Narrative for Collision Auto Repair Services

To Whom It May Concern,

Tesla Motors, Inc. is proposing to redesign and use the existing 30,737sf building located at 41 Columbia, Aliso Viejo, CA as an auto repair service facility as defined in the local zoning code. The property is currently zoned BP-2 (Business Park-2) which permits Auto Repair Service uses under a Conditional Use Permit.

The proposed project consists of fully remodeling the existing building into an automotive collision repair center that will address the repair of Tesla vehicles that have been involved in a collision. The operation includes the assessment of damage and if needed, the repair or replacement of the following:

- Frame
- Body Panels
- Glass
- Paint
- Mechanical and trim components to ensure the functionality and safety of the vehicle

The anticipated hours of operation will be Monday through Friday from 8am to 12am midnight. During this time, approximately 35-45 employees will provide repair services for approximately 60-80 cars each week. Repairs typically take 11-16 days on average. All repair activity will be conducted within inside the facility at the service area and public view will be limited. Work in progress (WIP) cars will be inside the building. Vehicles will be brought in through the roll-up doors from the rear parking area and cleaned at the wash bay. Cars will be brought to assigned lifts for repairs. Repairs will typically involve disassembly, painting and vehicle reassembly. Some repairs may involve the use of pneumatic tools, welding, grinding, sanding taping and spray painting. Replacement parts will be delivered to the loading dock and moved to the parts and storage area via forklift.

Prevention protocols consistent with Tesla Environmental Health & Safety operational guidelines will be used to manage hazardous waste streams, noise, and odor generated by operations. Hazardous waste such as paint, solvents, contaminated solids, oil absorbents, coolant and lubricating oils will be managed to minimize adverse effects on the environment and be in compliance with the Federal Resource Conservation and Recover act (RCARA) and California State hazardous waste requirements. In addition, various fume and dust extraction devices are used in the collision repair process and contained filtrated air systems are used for paint application process. Tesla will obtain the necessary AQMD permits for their operations. Noise is mitigated by containing all repair work within the facility service area and with use of air regulators for pneumatic tooling and equipment. Battery handling and storage guidelines for 12 volt and high voltage systems are provided to all employees through Tesla's service information website - https://service.tesla.com/. Additionally, first responder handling of battery systems is made publicly available - https://www.tesla.com/firstresponders. Any used or spent batteries will be recycled with the battery supplier.

Customers who come to the facility will primarily be by appointment only. We estimate 5 to 15 appointment customers per day. Day of customers (walk-ins) are limited, but we estimate 1 per

3500 Deer Creek Road, Palo Alto CA 94304
P 650 681 5100 F 650 681 5101

day. Customers will either bring their car in or have a provider tow their car to our facility on the day of their appointment. Customers will be greeted by staff at the lobby. Staff will review the damaged vehicle with the customer. Then customers will wait in the lounge while staff prepares an estimate in the office. If there are multiple customers, estimates will be reviewed in the conference room. After dropping off their cars, customers are eligible for a ride share voucher (ie. Uber) to get to their next destination. When their car is complete, customers are usually dropped off by a 3rd party or walk-in after returning a rental.

The existing parking lot will be partially fenced off for public and private uses. The private use area will be screened from public view. On a typical day, we anticipate parking use to be as follows:

- Customers – 2 max at any given time
- Employees – 35 (screened/private)
- Vehicles Waiting for Repair Work to commence – 20 (screened/private)
- Repair complete vehicles waiting for customer pickup – up to 15

Thank you for your time in reviewing our project proposal. We look forward to being a part of the city of Aliso Viejo and having our services be available to its community.

Sincerely,

Carl Deaton | Director, Collision
E. cdeaton@tesla.com

Stephen Li | Senior Design Manager
T: 415.340.0919 E: stli@tesla.com

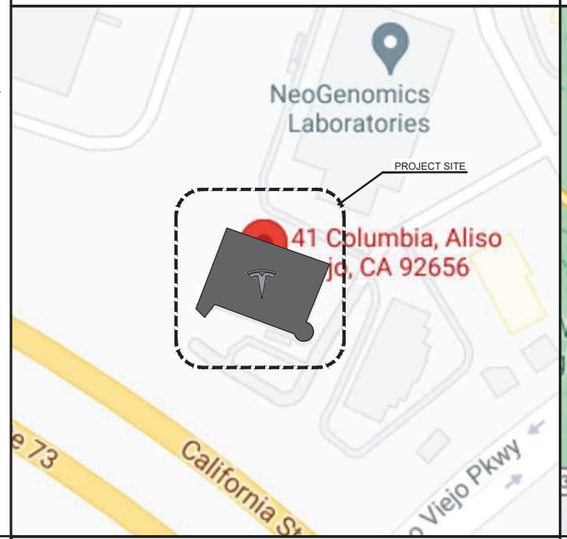
ABBREVIATIONS

ACOUS.	ACOUSTICAL
A.D.A.	AMERICANS WITH DISABILITIES ACT
ADJ.	ADJUSTABLE
A.F.F.	ABOVE FINISHED FLOOR
ALUM.	ALUMINUM
ALT.	ALTERNATE
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL
B.A.F.	BIG ASS FAN
BD.	BOARD
BLDG.	BUILDING
BLKG.	BLOCKING
BOT.	BOTTOM
B.O.	BOTTOM OF
CAB.	CABINET
CLG.	CEILING
CL.	CLOSET
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONSTR.	CONSTRUCTION
CONT.	CONTINUOUS
CTR.	CENTER
DBL.	DOUBLE
DIA.	DIAMETER
DIM.	DIMENSION
DN.	DOWN
DWG.	DRAWING
(E)	EXISTING
EA.	EACH
EL.	ELEVATION
EHS.	ENVIRONMENTAL, HEALTH & SAFETY
ELEC.	ELECTRICAL
EMER.	EMERGENCY
EQ.	EQUAL
EQUIP.	EQUIPMENT
EXT.	EXTERIOR
F.A.	FIRE ALARM
F.D.	FLOAT DIMENSION
F.E.F.	FIRE EXTINGUISHER CABINET
FIN.	FINISH
F.H.C.	FIRE HOSE CABINET
FLR.	FLOOR
FLASH.	FLASHING
FLOUR.	FLUORESCENT
F.O.F.	FACE OF FINISH
F.O.M.	FACE OF MASONRY
F.O.S.	FACE OF STUDS
F.R.T.	FIRE RETARDANT TREATED
GA.	GAUGE
GC.	GENERAL CONTRACTOR
GYP.	GYPSUM
H.C.	HOLLOW CORE
HDCP.	HANDICAP
HDW.	HARDWARE
HT.	HEIGHT
HORIZ.	HORIZONTAL
H.P.	HIGH POINT
HPC.	HIGH POWER CONNECTOR
HR.	HOUR
IN.	INCH
INSUL.	INSULATION
INT.	INTERIOR
IT.	INFORMATION TECHNOLOGY
JST.	JOIST
JT.	JOINT
LAM.	LAMINATE
LAV.	LAVATORY
LIN.	LINEAR
L.L.	LANDLORD
L.P.	LOW POINT
LT.	LIGHT
MAX.	MAXIMUM
MDO.	MEDIUM DENSITY OVERLAY
MECH.	MECHANICAL
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
M.O.	MASONRY OPENING
MTD.	MOUNTED
MTL.	METAL
(N)	NEW
N/A	NOT APPLICABLE
N.I.C.	NOT IN CONTRACT
NOM.	NOMINAL
NO. or #	NUMBER
NSO.	NEW STORE OPENING
N.T.S.	NOT TO SCALE
O	OWNER - TESLA PM
O.C.	ON CENTER
OPNG.	OPENING
OPP.	OPPOSITE
P.LAM.	PLASTIC LAMINATE
PLYWD.	PLYWOOD
PM.	PROJECT MANAGER
PR.	PAIR
P.T.	PRESSURE TREATED
RCP	REFLECTED CEILING PLAN
REC.	RECESSED
REV.	REVISION
REQ'D.	REQUIRED
RM.	ROOM
R.O.	ROUGH OPENING
S.C.	SOLID CORE
SCHED.	SCHEDULE
SF	SQUARE FEET
SIM	SIMILAR
SPEC.	SPECIFICATION
SR.	SERVICE READINESS
S.S.	STAINLESS STEEL
S.T.C.	SOUND TRANSMISSION COEFFICIENT
STD.	STANDARD
STL.	STEEL
STOR.	STORAGE
STRL.	STRUCTURAL
SUSP.	SUSPENDED
SYM.	SYMMETRICAL
T.	TENANT
TEMP.	TEMPERED
THK.	THICK
T.O.	TOP OF
T.O.C.	TOP OF CONCRETE
TYP.	TYPICAL
U.N.	UNLESS OTHERWISE NOTED
U.S.	UNDERSIDE
V	VENDOR
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
W.C.	WATER CLOSET
WD.	WOOD
W.R.	WATER RESISTANT
W/	WITH

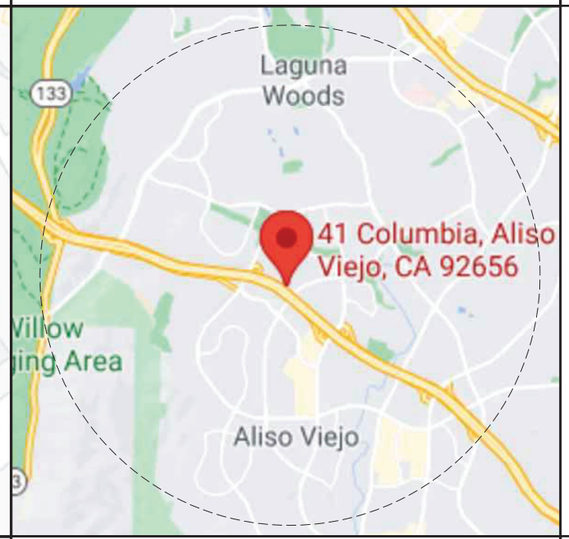
TESLA COLLISION CENTER
TENANT IMPROVEMENT
ALISO VIEJO

41 COLUMBIA
ALISO VIEJO, CA 92656

AREA MAP



LOCATION MAP



INDEX OF DRAWINGS

ARCHITECTURAL

	A0.00	COVER SHEET
	A1.00	SITE PLAN
	C1	TOPOGRAPHIC SURVEY OF EXISTING SITE (BY OTHERS)
	C2	PROPOSED ADA DESIGN (BY OTHERS)
	A1.01A	FLOOR PLAN
	A1.01B	MEZZANINE PLAN
	A2.01	EXTERIOR ELEVATION - RENOVATION
	A2.02	EXTERIOR RENDERINGS
2	A2.03	SECTION AND DIAGRAMS
	A4.00	ROOF PLAN
	FS1-1	SITE PHOTO PLAN
	FS1-2	SITE PHOTOS

GENERAL NOTES

- DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL UNSUITABLE MATERIALS AND DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL TOWN, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.
- ANY BROKEN OR HAZARDOUS EXISTING SIDEWALK, DRIVEWAY APRONS AND CURBING ADJACENT TO AND ON THE SUBJECT SITE SHALL BE REPLACED IN ACCORDANCE WITH CURRENT STANDARDS.

REFERENCE SYMBOLS

#	KEYNOTE	ID X'-X" A.F.F.	CEILING TYPE AND HEIGHT
#	COLUMN BUBBLE AND GRID	#	WALL TYPE
	DATUM POINT	XXX	DOOR NUMBER
	CUT LINE	X XX	FIXTURE / EQUIPMENT TYPE
℄	CENTER LINE SYMBOL	FINISH	FINISH TAG
	ELEVATIONS		PLAN DETAIL
	ELEVATION	ROOM	ROOM NAME
	SECTION		SECTION DETAIL
		ALIGN	ALIGN

PROJECT SCOPE / NOTES

2

TESLA MOTORS, INC. IS PROPOSING TO REDESIGN AND USE THE EXISTING 30,737 SF BUILDING LOCATED AT 41 COLUMBIA, ALISO VIEJO, CA AS AN AUTO REPAIR SERVICE FACILITY AS DEFINED IN THE LOCAL ZONING CODE. THE PROPERTY IS CURRENTLY ZONED BP-2 (BUSINESS PARK-2) WHICH PERMITS AUTO REPAIR SERVICE USES UNDER A CONDITION USE PERMIT.

THE PROPOSED PROJECT CONSISTS OF FULLY REMODELING THE EXISTING BUILDING INTO AN AUTOMOTIVE COLLISION REPAIR CENTER THAT WILL ADDRESS THE REPAIR OF TESLA VEHICLES THAT HAVE BEEN INVOLVED IN A COLLISION.

WORK INCLUDES: NEW ELECTRIC VEHICLE CHARGING, SERVICE AREA EQUIPMENT INSTALLATION, NEW VEHICLE LIFTS, NEW PAINT BOOTH INSTALLATION, EXTERIOR PAINT, NEW FURNITURE AND MILLWORK. NO CHANGE TO EXISTING BUILDING FOOTPRINT AND/OR SQUARE FOOTAGE.

EXTERIOR SITE WORK INCLUDES: PARKING RE-STRIPING, RE-GRADING TO MEET ADA COMPLIANCE, INSTALLATION OF NEW FENCE AND SLIDING GATE.

CODE / PROJECT INFORMATION

BUILDING CODE: CALIFORNIA BUILDING CODE		BUILDING CODE:	2019
STRUCTURAL CODE: CALIFORNIA BUILDING CODE		STRUCTURAL CODE:	2019
MECHANICAL CODE :CALIFORNIA MECHANICAL CODE		MECHANICAL CODE:	2019
ELECTRICAL CODE:CALIFORNIAELECTRICAL CODE		ELECTRICAL CODE:	2019
PLUMBING CODE: CALIFORNIA PLUMBING CODE		PLUMBING CODE:	2019
ENERGY CODE: CALIFORNIA ENERGY CONSERVATION CODE		ENERGY CODE:	2019
ACCESSIBILITY CODE: CALIFORNIA BUILDING CODE CHAPTER 11		ACCESSIBILITY CODE:	2019
FIRE CODE: CALIFORNIA FIRE CODE		FIRE CODE:	2019

NOTES:
ALISO VIEJO AMENDMENTS TO ALL CODES ARE AVAILABLE ONLINE AT HTTPS://WWW.CODEPUBLISHING.COM/CA/ALISOVIEJO/#!/ALISOVIEJO01/ALISOVIEJO01.HTML

PROJECT DIRECTORY

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STRUCTURAL ENGINEER
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E: CRF@CRFENGINEERING.COM
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FREMONT, CA 94538

STEPHEN LI
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TESLA

CHIPMAN DESIGN ARCHITECTURE INC
JOHN HACKMAN ARCHITECT
1350 E TOUHY AVE.
FIRST FLOOR EAST
DES PLAINES IL 60018
PHONE 847.298.6900

I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, THE SAME COMPLY WITH ALL RULES, REGULATIONS AND ORDINANCES OF ALISO VIEJO, CA RELATING TO STRUCTURES AND BUILDINGS.

TESLA
ALISO VIEJO, CA

41 COLUMBIA
ALISO VIEJO, CA 92656

ISSUE / REVISION

10.25.21	CUP SUBMITTAL
12.21.21	1 CUP COMMENTS
03.18.22	2 CUP COMMENTS
05.17.22	3 CUP COMMENTS

DRAWING TITLE

COVER SHEET

SCALE: AS NOTED
PROJECT NUMBER: 21-2425.00

SHEET NUMBER

A0.00

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PARKING CALCULATIONS

ALISO VIEJO, CA CITY ZONING CODE, TABLE 15.38.040
AUTO REPAIR SERVICES, MAJOR AND MINOR: 1 PER 400 SQ FT
EXCLUDING AREAS USED EXCLUSIVELY FOR STORAGE: 1 PER 4000 SQ FT
ACCESSIBLE PARKING PER ALISO VIEJO, CA ZONING CODE REQUIRES 1 ADA PARKING SPACE FOR EVERY 25 PARKING SPACES.

AUTO REPAIR REQUIRED PARKING: 28,327 SQ FT / 400 = 71
STORAGE REQUIRED PARKING: 2,410 SQ FT / 4000 = 1

	REQUIRED	EXISTING	PROPOSED
AUTOMOBILE	72	82	82
ACCESSIBLE (CAR)	3	5	4
ACCESSIBLE (VAN)	1	0	1
TOTAL	76	87	88

STANDARD SETBACKS

ALISO VIEJO, CA MUNICIPAL CODE, TABLE 15.18.030
NONRESIDENTIAL DEVELOPMENT STANDARDS

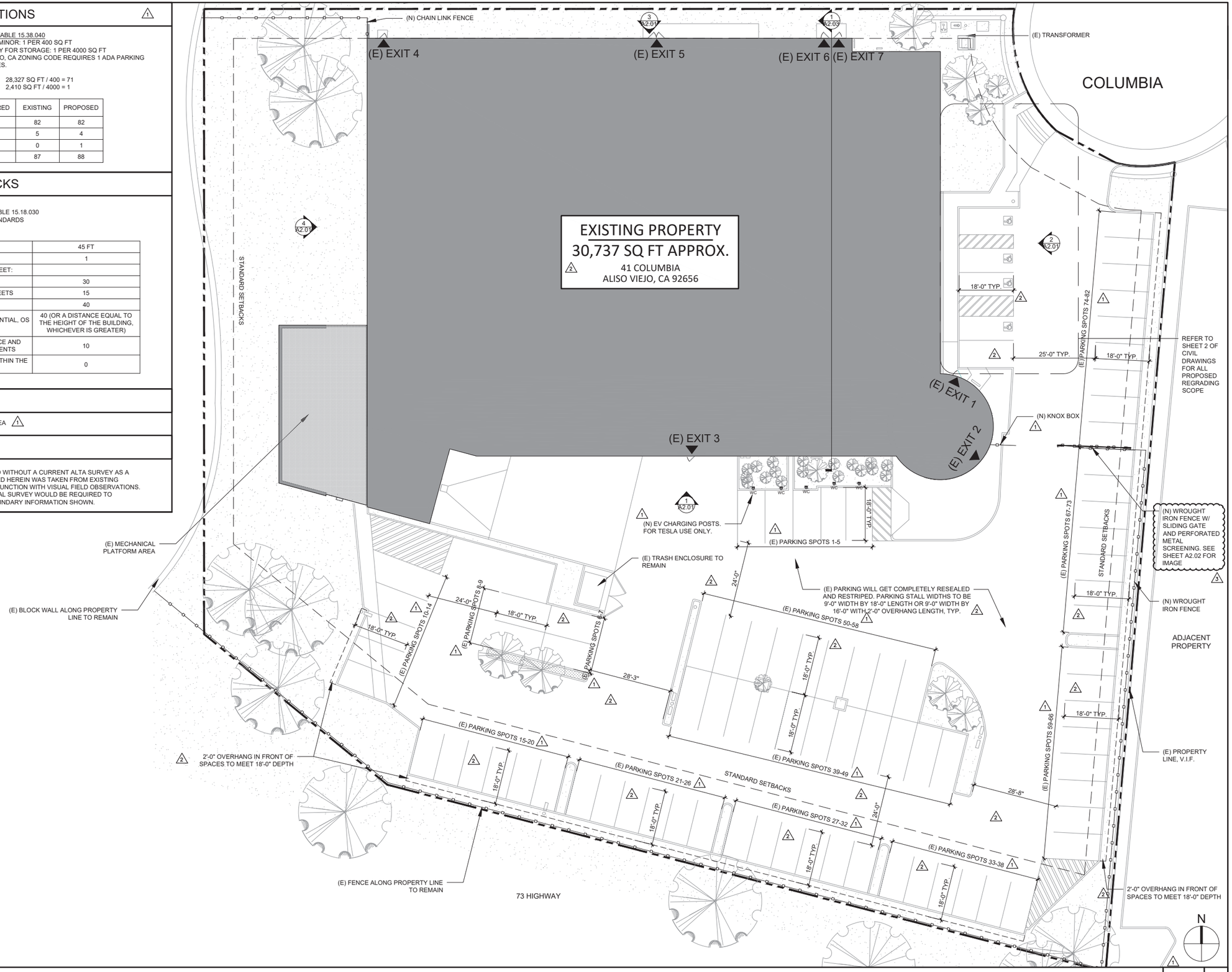
MAXIMUM HEIGHT LIMIT	45 FT
MAXIMUM FLOOR AREA (FAR)	1
MINIMUM PERIMETER SETBACKS IN FEET:	
FROM ARTERIAL HIGHWAYS	30
FROM LOCAL NON RESIDENTIAL STREETS	15
FROM RESIDENTIAL STREETS	40
FROM ABUTTING PARCELS IN RESIDENTIAL, OS AND OR DISTRICTS	40 (OR A DISTANCE EQUAL TO THE HEIGHT OF THE BUILDING, WHICHEVER IS GREATER)
FROM ABUTTING COMMERCIAL, OFFICE AND OTHER NONRESIDENTIAL DEVELOPMENTS	10
FROM INTERIOR PROPERTY LINES WITHIN THE SAME PROJECT	0

LEGEND

(E) LANDSCAPE AREA 1

DISCLAIMER

THE SITE PLAN SHOWN WAS CREATED WITHOUT A CURRENT ALTA SURVEY AS A REFERENCE. LINEWORK REPRESENTED HEREIN WAS TAKEN FROM EXISTING DRAWINGS OF THE BUILDING, IN CONJUNCTION WITH VISUAL FIELD OBSERVATIONS. AN UPDATED ALTA OR TOPOGRAPHICAL SURVEY WOULD BE REQUIRED TO CONFIRM THE ACCURACY OF THE BOUNDARY INFORMATION SHOWN.



SITE PLAN | SCALE: 1/16" = 1'-0" | 1

TESLA

CHIPMAN DESIGN ARCHITECTURE INC
JOHN CHIPMAN ARCHITECT
1300 E TOUHY AVE.
FIRST FLOOR EAST
DES PLAINES IL 60018
PHONE 847.298.4700

I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, THE SAME COMPLY WITH ALL RULES, REGULATIONS AND ORDINANCES OF ALISO VIEJO, CA RELATING TO STRUCTURES AND BUILDINGS.

TESLA
ALISO VIEJO, CA

41 COLUMBIA
ALISO VIEJO, CA 92656

ISSUE / REVISION

10.25.21	CUP SUBMITTAL
12.21.21	1 CUP COMMENTS
03.18.22	2 CUP COMMENTS
05.17.22	3 CUP COMMENTS

DRAWING TITLE

SITE PLAN

SCALE: AS NOTED
PROJECT NUMBER: 21-2425.00

SHEET NUMBER

A1.00

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SURVEYOR'S NOTES:

- SURVEY PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. ANY EXISTING EASEMENTS OF RECORD MAY NOT BE SHOWN HEREON.
- NO BOUNDARY LINES ARE SHOWN.
- EXISTING PARKING STALLS COUNTED PER ARCHITECTURAL FIELD OBSERVATION SITE PLAN PREPARED BY CHIPMAN DESIGN ARCHITECTURE, INC. ON 10/05/2021. PROJECT NUMBER 21-2425.

  5 ADA SPACES
  85 REGULAR SPACES
  87 TOTAL SPACES

- SURVEYED BY: Z.V/R.A.
- DRAFTED BY: T.H.

ABBREVIATIONS

AC	ASPHALT CONCRETE
BS	BOTTOM STEP
BW	BACK OF WALKWAY
CL	STREET CENTERLINE
CP	SURVEY CONTROL POINT
EB	ELECTRICAL BOX
EG	EDGE OF GUTTER
FD	FOUND SURVEY MONUMENT
FF	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FG	FINISHED GRADE ELEVATION
FL	FLOW LINE
FS	FINISHED SURFACE ELEVATION
HT	HEIGHT
HP	HIGH POINT
LP	LIGHT POST
LS	LAND SURVEYOR
MH	MANHOLE
MM	MISCELLANEOUS MAP
NO	NUMBER
SF	SQUARE FEET
SS	SANITARY SEWER
TC	TOP OF CURB
TS	TOP OF STEP
TX	TOP OF RAMP
TW	TOP OF WALL
WM	WATER METER
WV	WATER VALVE

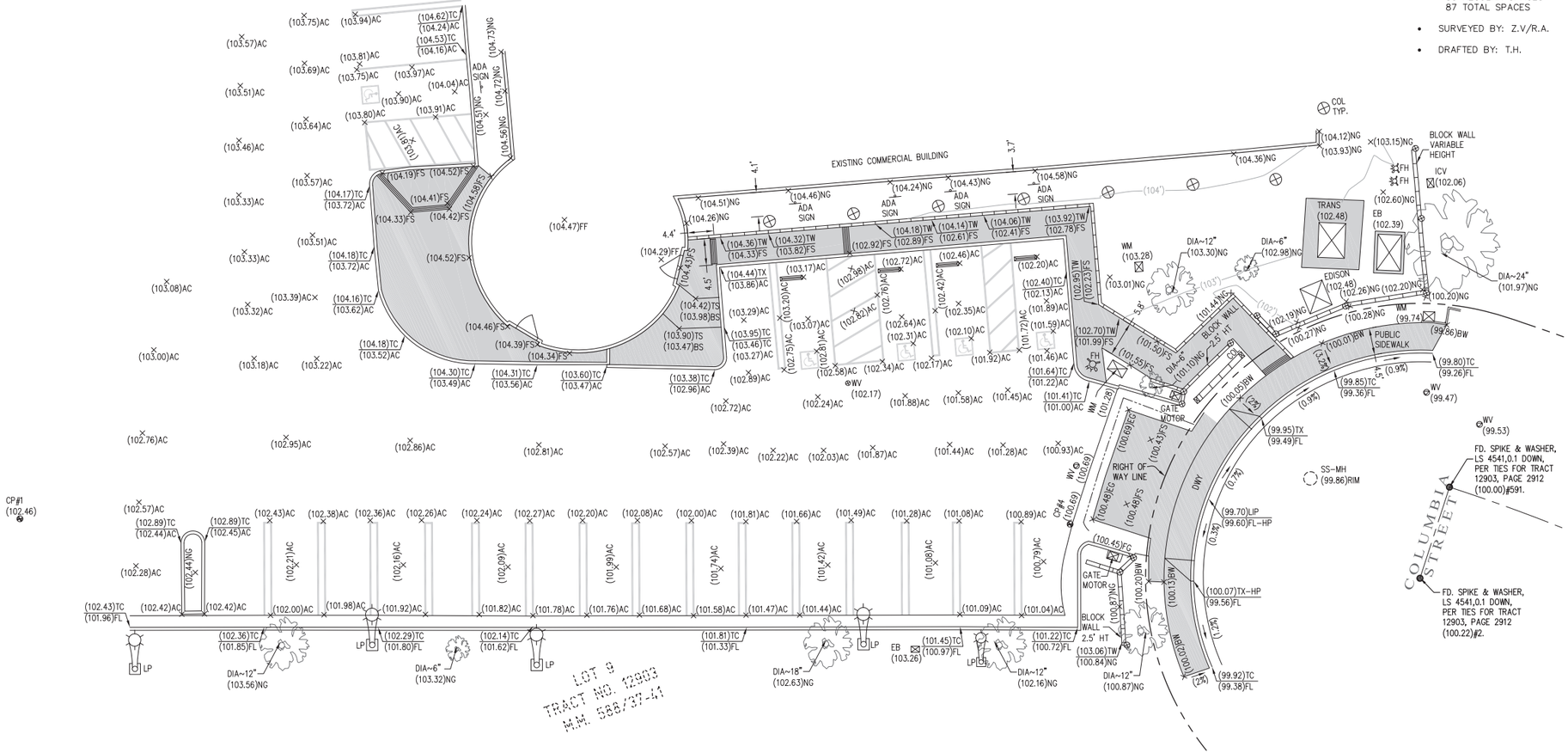
ADA	AMERICANS WITH DISABILITIES ACT
APN	ASSESSOR'S PARCEL NUMBER
COL	COLUMN
DIA	TREE DIAMETER
DWY	DRIVEWAY APPROACH
ICB	IRRIGATION CONTROL VALVE BOX
ICV	IRRIGATION CONTROL VALVE
TYP	TYPICAL
TRANS	TRANSMITTER BOX

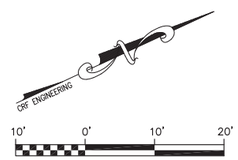
LINE LEGEND

- STREET CENTERLINE
- RIGHT OF WAY LINE
- WALL
- FLOW LINE

FEATURES LEGEND

- EXISTING UTILITY AS NOTED
- EXISTING TREE
- DOOR
- SURVEY CONTROL POINT
- FOUND SURVEY MONUMENT
- CONCRETE AREAS
- EXISTING LAMP POST





"FOR REVIEW PURPOSES ONLY"

PREPARED BY:	PREPARED FOR:	BENCHMARK:
CRF ENGINEERING CIVIL ENGINEERING ♦ LAND SURVEYING ♦ NPDES COMPLIANCE 6782 Stanton Avenue, Suite A ● Buena Park, California, 90621. T: 714.522.2266 ● F: 714.752.5384 ● www.CRFengineering.com	MR. JUSTIN KIRSINAS OTIS INDUSTRIES, INC. P: 562-225-6425 E: JKIRSINAS@GMAIL.COM	TEMPORARY BENCHMARK FOUND SPIKE AND WASHER, LS 4541, 0.1 DOWN, PER CENTERLINE TIES FOR TRACT 12903, PAGE 2912. ELEVATION: 100 FT.

TOPOGRAPHIC SURVEY OF EXISTING SITE

41 COLUMBIA
ALISO VIEJO, CALIFORNIA, 92656

REGISTERED PROFESSIONAL ENGINEER CESAR R. RAMIREZ No.78100 CIVIL STATE OF CALIFORNIA

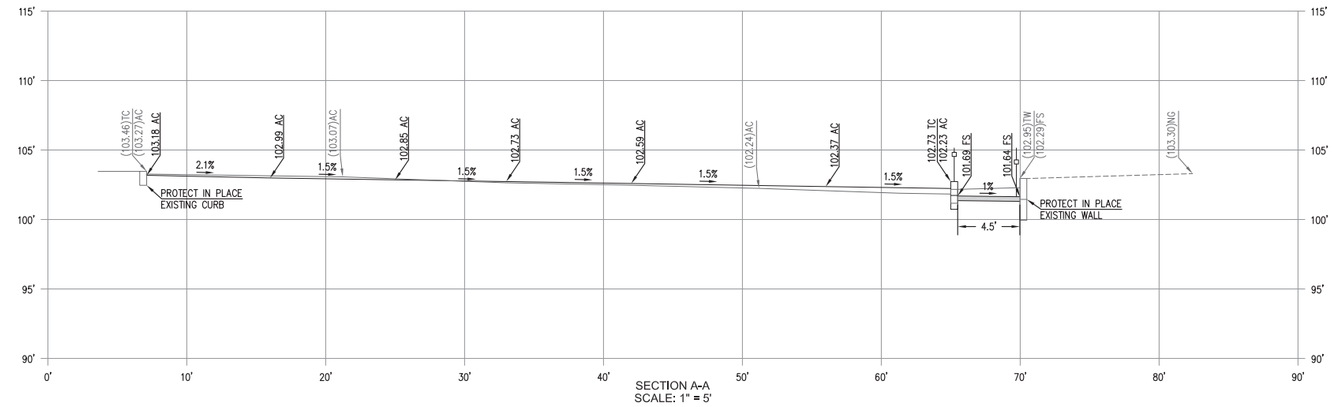
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LOT 9 OF TRACT NO. 12903, MAP 588, PAGES 37-41, AS FILED IN THE ORANGE COUNTY RECORDER'S OFFICE.

APN: 623-141-09

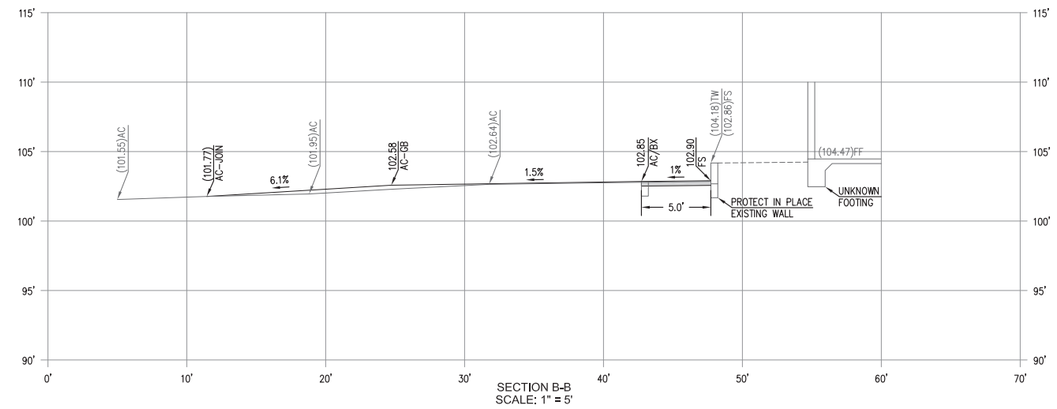
Printed:	10-20-2021
Date Surveyed:	10-04-2021
Project Number:	21-189
Surveyed By:	Z.V./R.A.
Designed By:	H.L.
Checked By:	C.R./R.C.E.

- ☐ Design Development
- ☐ Progress Const. Docs.
- ☒ City Submittal
- ☐ Bid Package
- ☐ Construction Issue
- ☐ Record Drawings
- ☐ Construction Staking

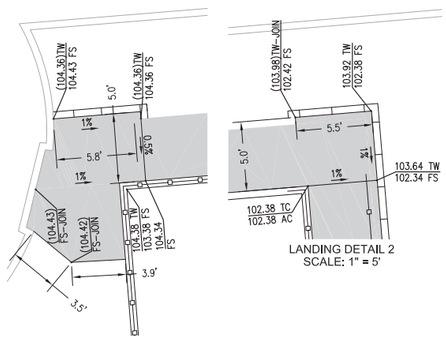
SHEET : 1 OF 2 SHEETS



SECTION A-A
SCALE: 1" = 5'

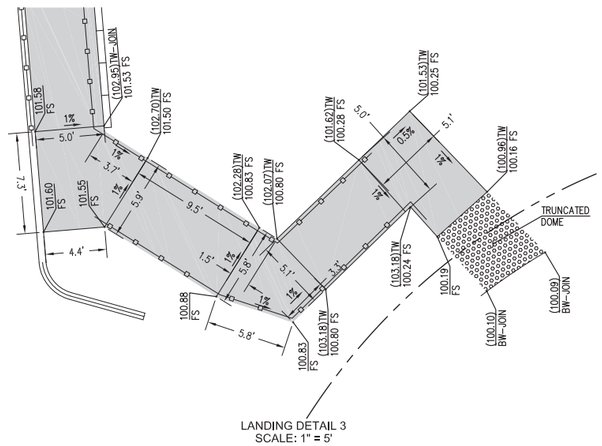


SECTION B-B
SCALE: 1" = 5'

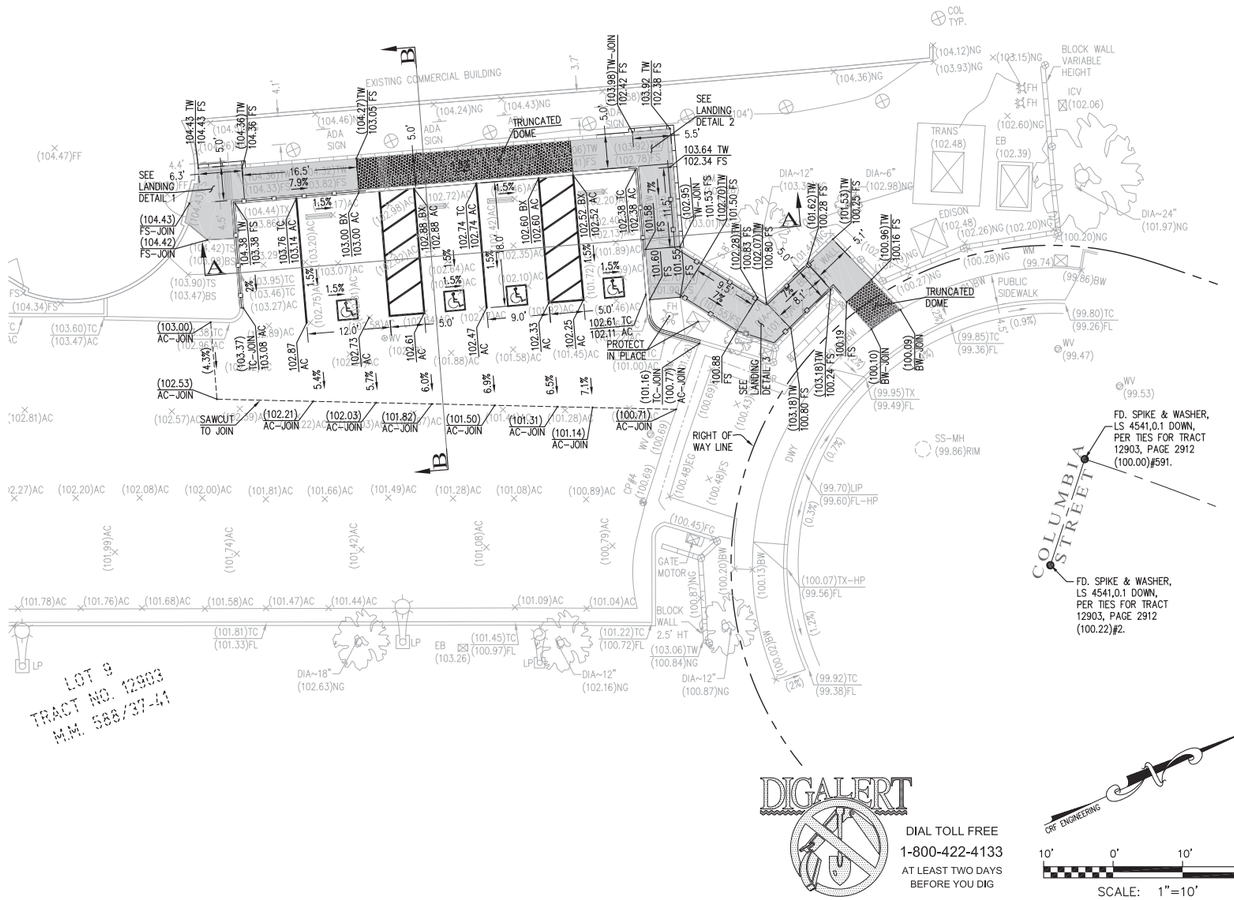


LANDING DETAIL 1
SCALE: 1" = 5'

LANDING DETAIL 2
SCALE: 1" = 5'



LANDING DETAIL 3
SCALE: 1" = 5'



LOT 9
TRACT NO. 12903
M.M. 588/37-41

SCOPE OF WORK

- RE-GRADE PARKING STALLS WITH ADA STANDARDS.
- PROPOSED ADA RAMP FROM PUBLIC SIDEWALK TO EXISTING BUILDING.

LEGEND

- SAWCUT LINE
- HANDRAIL
- PROPOSED WALL
- CONCRETE AREAS

DESIGN ABBREVIATIONS

AC	ASPHALT CONCRETE
BX	BOTTOM OF RAMP
FS	FINISH SURFACE
TC	TOP OF CURB
TW	TOP OF WALL
( )	EXISTING GRADE AND SLOPES

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG

CRF ENGINEERING
10' 0' 10' 20'
SCALE: 1"=10'

"FOR REVIEW PURPOSES ONLY"

PREPARED BY:
CRF ENGINEERING
CIVIL ENGINEERING ♦ LAND SURVEYING ♦ NPDES COMPLIANCE
6782 Stanton Avenue, Suite A, ♦ Buena Park, California, 90621.
T: 714.522.2266 ♦ F: 714.752.5384 ♦ www.CRFengineering.com

PREPARED FOR:
MR. JUSTIN KIRSINAS
OTIS INDUSTRIES, INC.
P: 562-225-6425
E: JKIRSINAS@GMAIL.COM

BENCHMARK:
TEMPORARY BENCHMARK
FOUND SPIKE AND WASHER, LS 4541, 0.1 DOWN, PER CENTERLINE TIES FOR TRACT 12903, PAGE 2912.
ELEVATION: 100 FT.

PROPOSED ADA DESIGN

41 COLUMBIA
ALISO VIEJO, CALIFORNIA, 92656

REGISTERED PROFESSIONAL ENGINEER
CESAR R. RAMIREZ
No.78100
CIVIL
STATE OF CALIFORNIA

LEGAL DESCRIPTION:
LOT 9 OF TRACT NO. 12903, MAP 588, PAGES 37-41, AS FILED IN THE ORANGE COUNTY RECORDER'S OFFICE.

APN: 623-141-09

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Checked By:	C.R.,R.C.E.

- ☐ Design Development
- ☐ Progress Const. Docs.
- ■ City Submittal
- ☐ Bid Package
- ☐ Construction Issue
- ☐ Record Drawings
- ☐ Construction Staking

SHEET :
2
OF 2 SHEETS

300

LEGEND

(E) CONSTRUCTION TO REMAIN. G.C. TO PATCH AND REPAIR AS REQUIRED TO "LIKE-NEW" CONDITION.

NEW PARTITION

EXISTING DOOR & FRAME

NEW DOOR & FRAME

SPECIAL CONDITIONS

POST LIFTS	2
SCISSOR LIFTS	8
OPEN BAYS (SERVICE)	8

AREA BREAKDOWN (SF):

FIRST FLOOR	27,479	SF
SECOND FLOOR	3,258	SF
GROSS TOTAL*:	30,737	SF

*NO CHANGE

SERVICE SHOP:	21,437	SF
PARTS AND STORAGE:	2,410	SF
LOUNGE:	1,040	SF
CONFERENCE:	109	SF
OFFICE:	441	SF
BREAK ROOM:	385	SF
MEZZANINE:	3,587	SF
ELECTRICAL ROOM:	264	SF
LOADING DOCK	557	SF
NET TOTAL:	**30,230**	SF



FIRST FLOOR PLAN | SCALE: 3/32" = 1'-0" | 1

N

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CHIPMAN DESIGN ARCHITECTURE INC
JOHN CHIPMAN ARCHITECT
7540 E TOUHY AVE.
FIRST FLOOR EAST
DES PLAINES, IL 60016
PHONE: 847.298.4900

I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, THE SAME COMPLY WITH ALL RULES, REGULATIONS AND ORDINANCES OF ALISO VIEJO, CA RELATING TO STRUCTURES AND BUILDINGS.

TESLA
ALISO VIEJO, CA

41 COLUMBIA
ALISO VIEJO, CA 92656

ISSUE / REVISION

10.25.21	CUP SUBMITTAL
12.21.21	1 CUP COMMENTS
03.18.22	2 CUP COMMENTS
05.17.22	3 CUP COMMENTS

DRAWING TITLE

FIRST FLOOR PLAN

SCALE: AS NOTED
PROJECT NUMBER: 21-2425.00

SHEET NUMBER

A1.01A

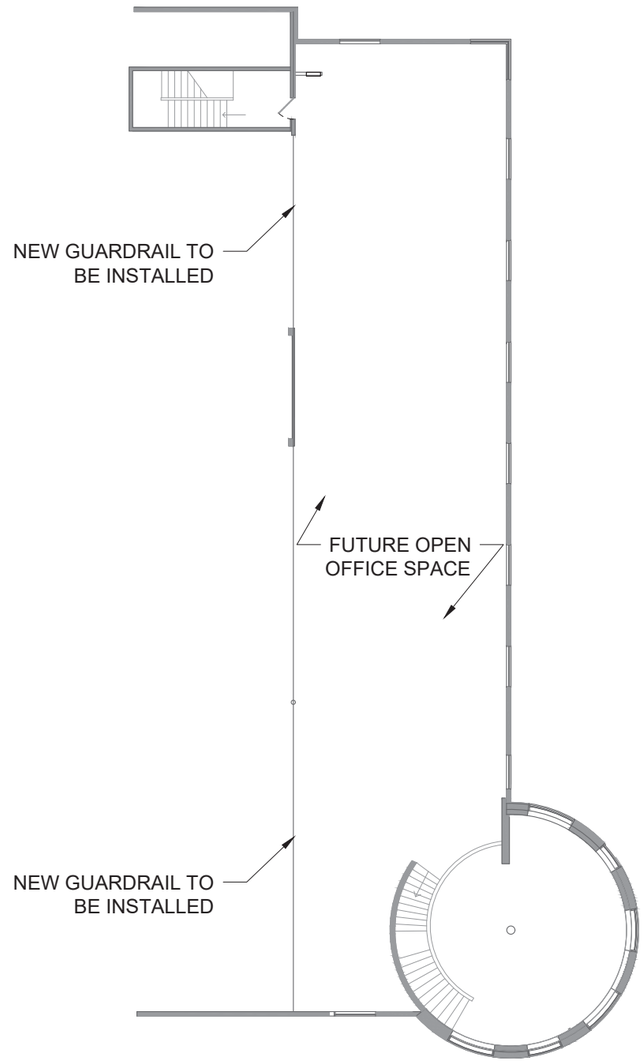
LEGEND

(E) CONSTRUCTION TO REMAIN. G.C. TO PATCH AND REPAIR AS REQUIRED TO "LIKE-NEW" CONDITION.

NEW PARTITION

EXISTING DOOR & FRAME

NEW DOOR & FRAME



N

⚠ EXISTING MEZZANINE FLOOR PLAN | SCALE: 3/32" = 1'-0" | 1

CHIPMAN DESIGN ARCHITECTURE INC
JOHN CHIPMAN ARCHITECT
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FIRST FLOOR EAST
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DRAWING TITLE

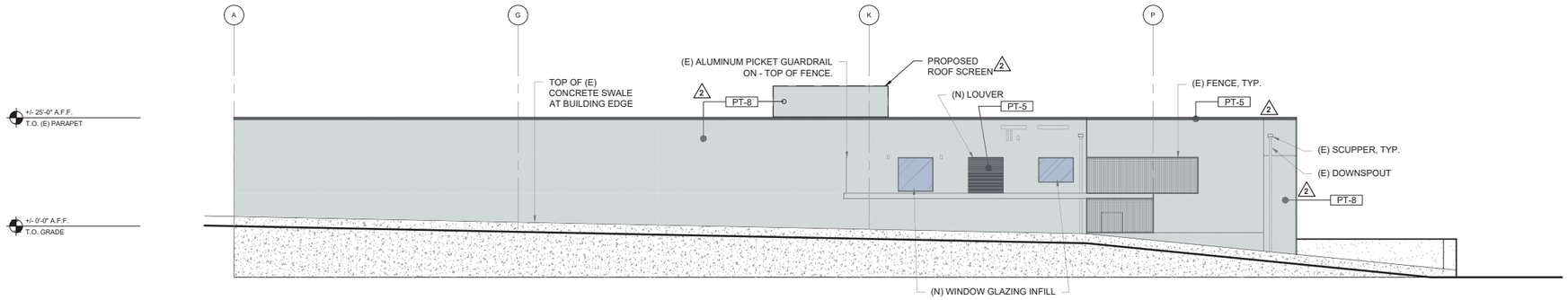
MEZZANINE
FLOOR PLAN

SCALE: AS NOTED
PROJECT NUMBER: 21-2425.00

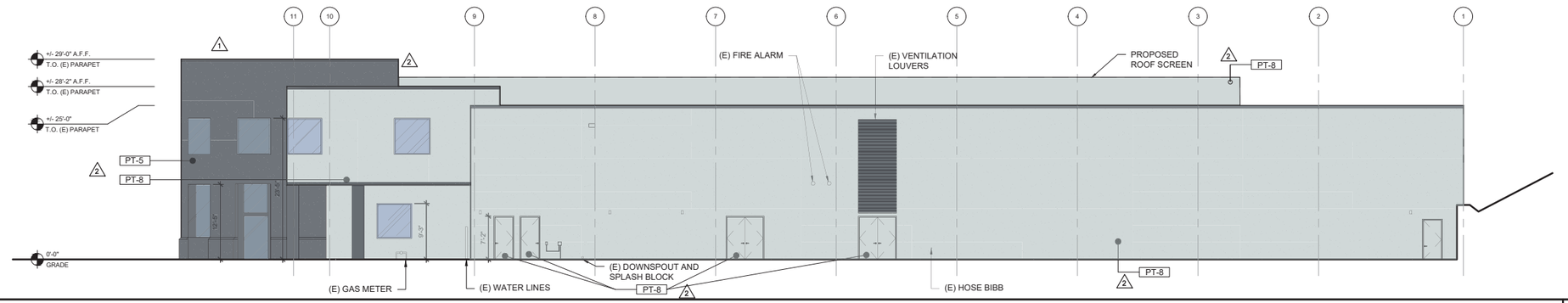
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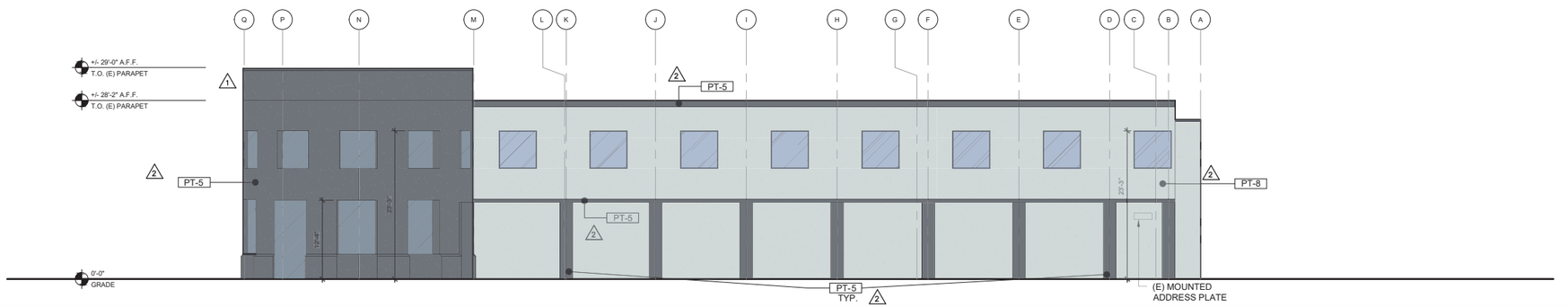
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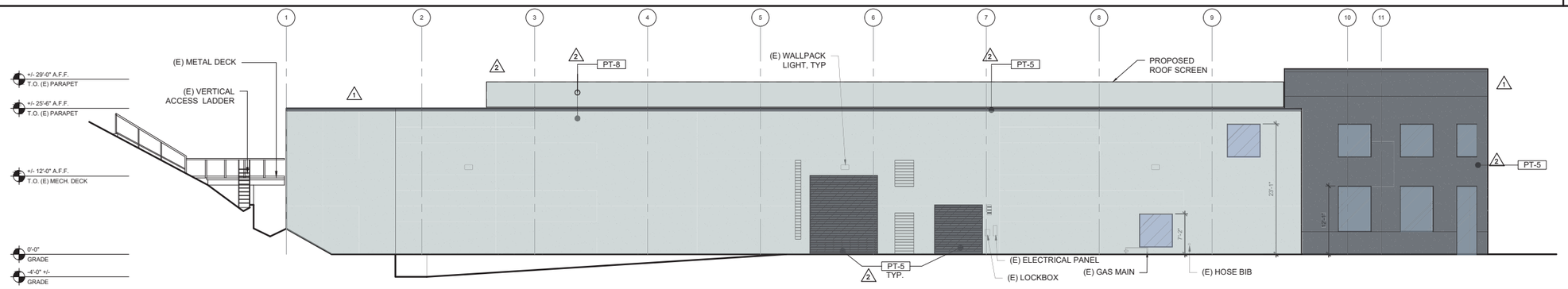
3 WEST EXTERIOR ELEVATION | SCALE: 3/32" = 1'-0" | 4



3 NORTH EXTERIOR ELEVATION | SCALE: 3/32" = 1'-0" | 3



3 EAST EXTERIOR ELEVATION | SCALE: 3/32" = 1'-0" | 2



3 SOUTH EXTERIOR ELEVATION | SCALE: 3/32" = 1'-0" | 1

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7550 E TOUHY AVE.
FIRST FLOOR EAST
DES PLAINES, IL 60016
PHONE: 847.298.4900

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10.25.21	CUP SUBMITTAL
12.21.21	1 CUP COMMENTS
03.18.22	2 CUP COMMENTS
05.17.22	3 CUP COMMENTS

DRAWING TITLE

EXTERIOR
ELEVATION -
RENOVATION

SCALE: AS NOTED
PROJECT NUMBER: 21-2425.00

SHEET NUMBER

A2.01

Bunny Gray
2124-50
PT-8

Trout Gray
2124-20
PT-5

PART NO.	ITEM DESCRIPTION	VENDOR	VENDOR ID	FINISH	REMARKS
PT-5	PAINT	BENJAMIN MOORE	BM 2124-20 "TROUT GRAY"	SEE SPECS	VERIFY WITH TESLA REPRESENTATIVE EXACT LOCATIONS IN FIELD INTERIOR: FLAT MATTE, EGGSHELL PEARL/SATIN EXTERIOR: FLAT LOW LUSTRE, SOFT GLOSS/SATIN SEMI GLOSS
PT-8	PAINT	BENJAMIN MOORE	BM 2124-50 "BUNNY GRAY"	SEE SPECS	VERIFY WITH TESLA REPRESENTATIVE EXACT LOCATIONS IN FIELD INTERIOR: FLAT MATTE, EGGSHELL PEARL/SATIN EXTERIOR: FLAT LOW LUSTRE, SOFT GLOSS/SATIN SEMI GLOSS

PT-8 2 PT-5 2

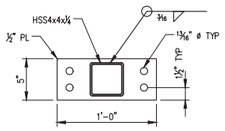


FREEWAY VIEW WITH ROOF SCREEN 3

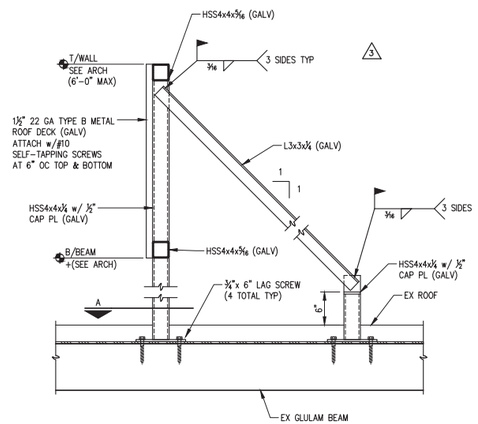
PT-5 2 PT-5 2 PT-8 2



FRONT ENTRY 2



SECTION A



ROOF SCREEN DETAIL (FOR REFERENCE)



3

6'-0" TALL WROUGHT IRON FENCE WITH PERFORATED METAL SCREENING. SEE IMAGE ABOVE FOR REFERENCE.

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CHIPMAN DESIGN ARCHITECTURE INC
JOHN CHIPMAN ARCHITECT
7550 E YOAKUM AVE.
FIRST FLOOR EAST
DES PLAINES, IL 60016
PHONE: 847.298.4900

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05.17.22	3 CUP COMMENTS

DRAWING TITLE

EXTERIOR RENDERINGS

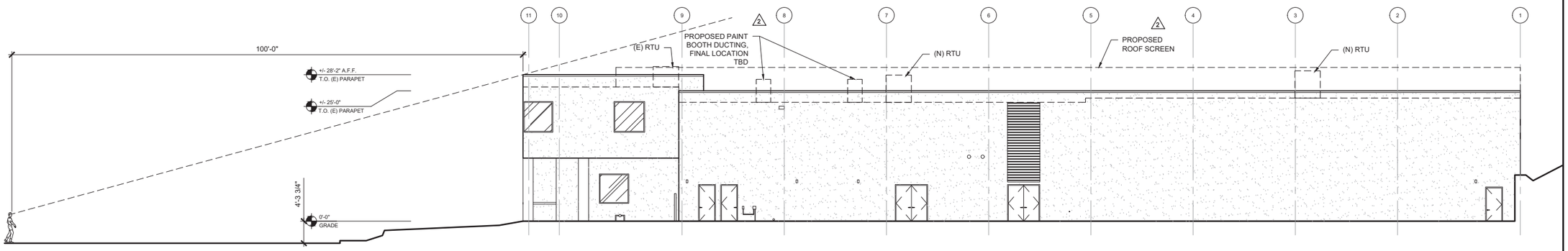
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PROJECT NUMBER: 21-2425.00

SHEET NUMBER

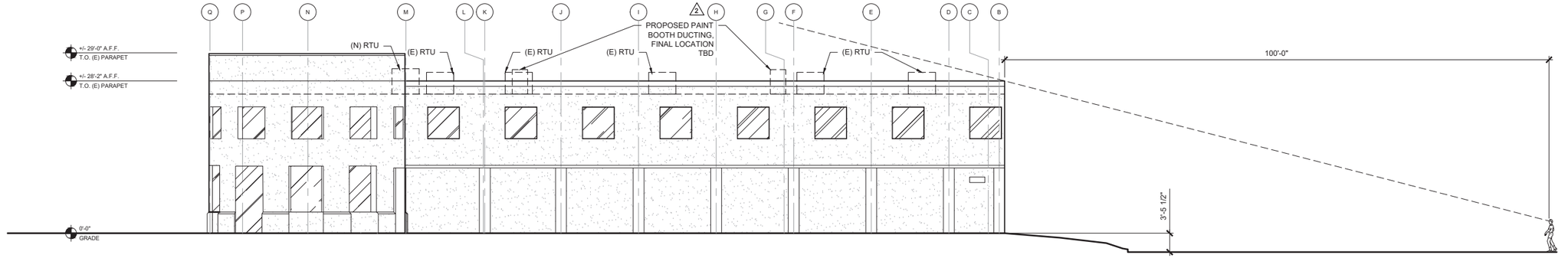
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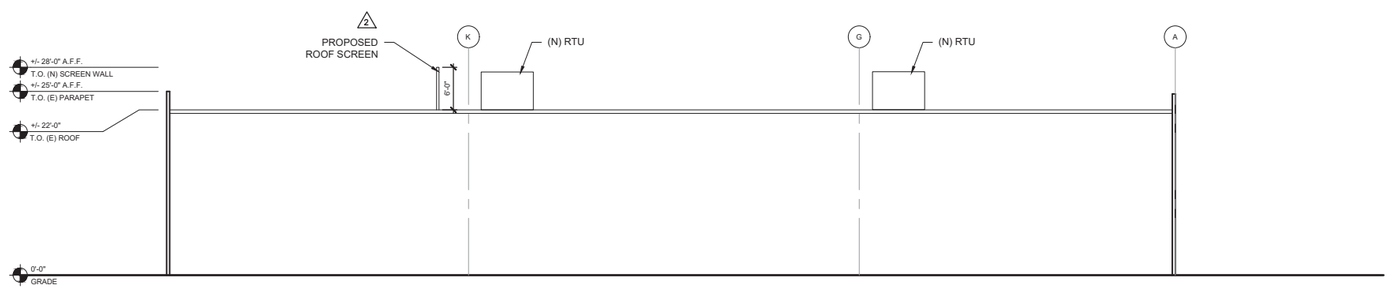
-	SCALE: -	-



2 NORTH EXTERIOR ELEVATION | SCALE: 3/32" = 1'-0" | 3



2 EAST EXTERIOR ELEVATION | SCALE: 3/32" = 1'-0" | 2



2 SCREEN WALL AT NORTH FACING WALL - SECTION | SCALE: 1/8" = 1'-0" | 1

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DES PLAINES, IL 60016
PHONE: 847.298.4900

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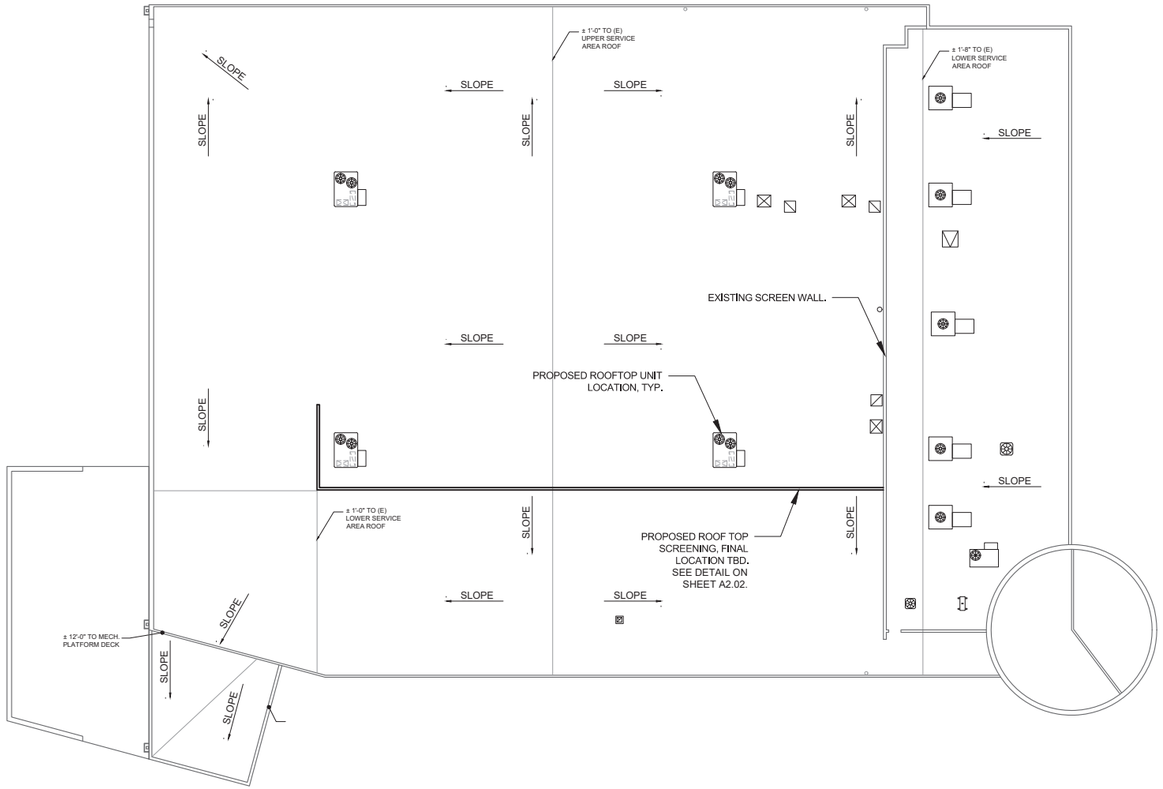
DRAWING TITLE

SECTION AND
DIAGRAMS

SCALE: AS NOTED
PROJECT NUMBER: 21-2425.00

SHEET NUMBER

A2.03



CHIPMAN DESIGN
ARCHITECTURE INC
JOHN CHIPMAN ARCHITECT
1330 E TOUHY AVE.
FIRST FLOOR EAST
DES PLAINES, IL 60018
PHONE 847.298.4700

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10.25.21	CUP SUBMITTAL
12.21.21	1 CUP COMMENTS
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05.17.22	3 CUP COMMENTS

DRAWING TITLE

ROOF PLAN

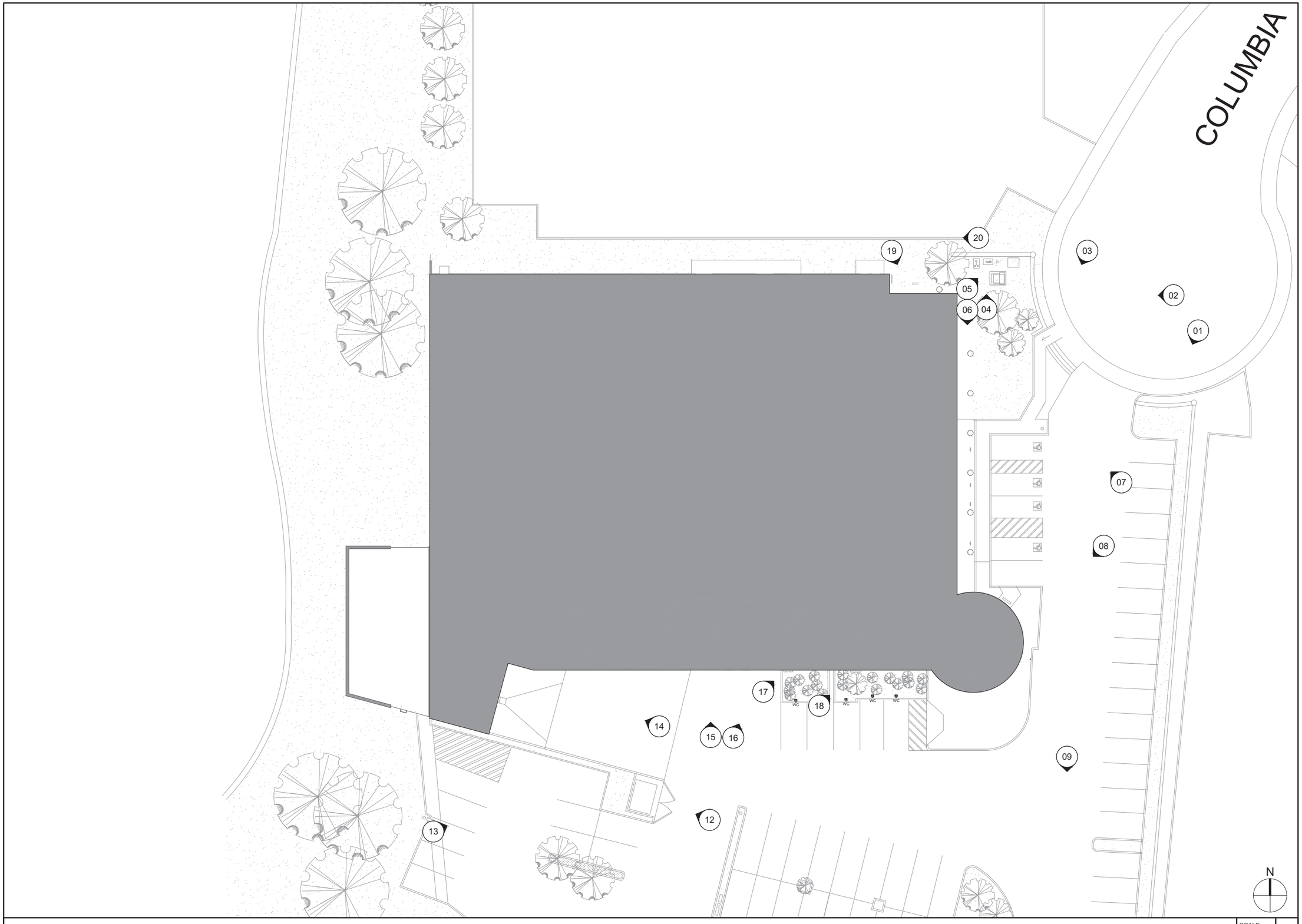
SCALE: AS NOTED
PROJECT NUMBER: 21-2425.00

SHEET NUMBER

2 A4.00

ROOF PLAN | SCALE: 1/16" = 1'-0" | 1

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SITE PHOTO PLAN | SCALE: 1/16" = 1'-0" | 1

TESLA

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JOHN CHIPMAN ARCHITECT
1240 E 170TH AVE.
FIRST FLOOR EAST
DES PLAINES IL 60016
PHONE 847.298.4700

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ALISO VIEJO, CA 92656

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12.21.21	1 CUP COMMENTS
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05.17.22	3 CUP COMMENTS

DRAWING TITLE

SITE PHOTO PLAN

SCALE: AS NOTED
PROJECT NUMBER: 21-2425.00

SHEET NUMBER

FS1-1

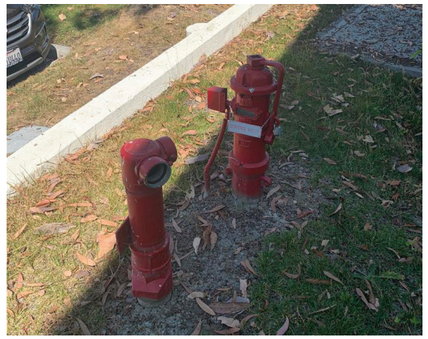
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1


2


3


4


5


6


7


8


9


10


11


12


13

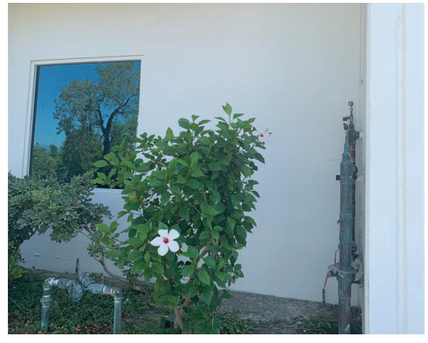

14


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16


17


18


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20

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TESLA

CHIPMAN DESIGN ARCHITECTURE INC
JOHN A CHIPMAN ARCHITECT
1265 E TROLLEY AVE.
FIRST FLOOR EAST
LAS PALMAS, IL 92656
PHONE (949) 715-4755

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DRAWING TITLE

SITE PHOTOS

SCALE: AS NOTED
PROJECT NUMBER: 21-2425.00

SHEET NUMBER

FS1-2

ALISO VIEJO

Tesla Collision Center

41 Columbia

PA21-027 – Conditional Use Permit (CUP)

City Council

June 15, 2022

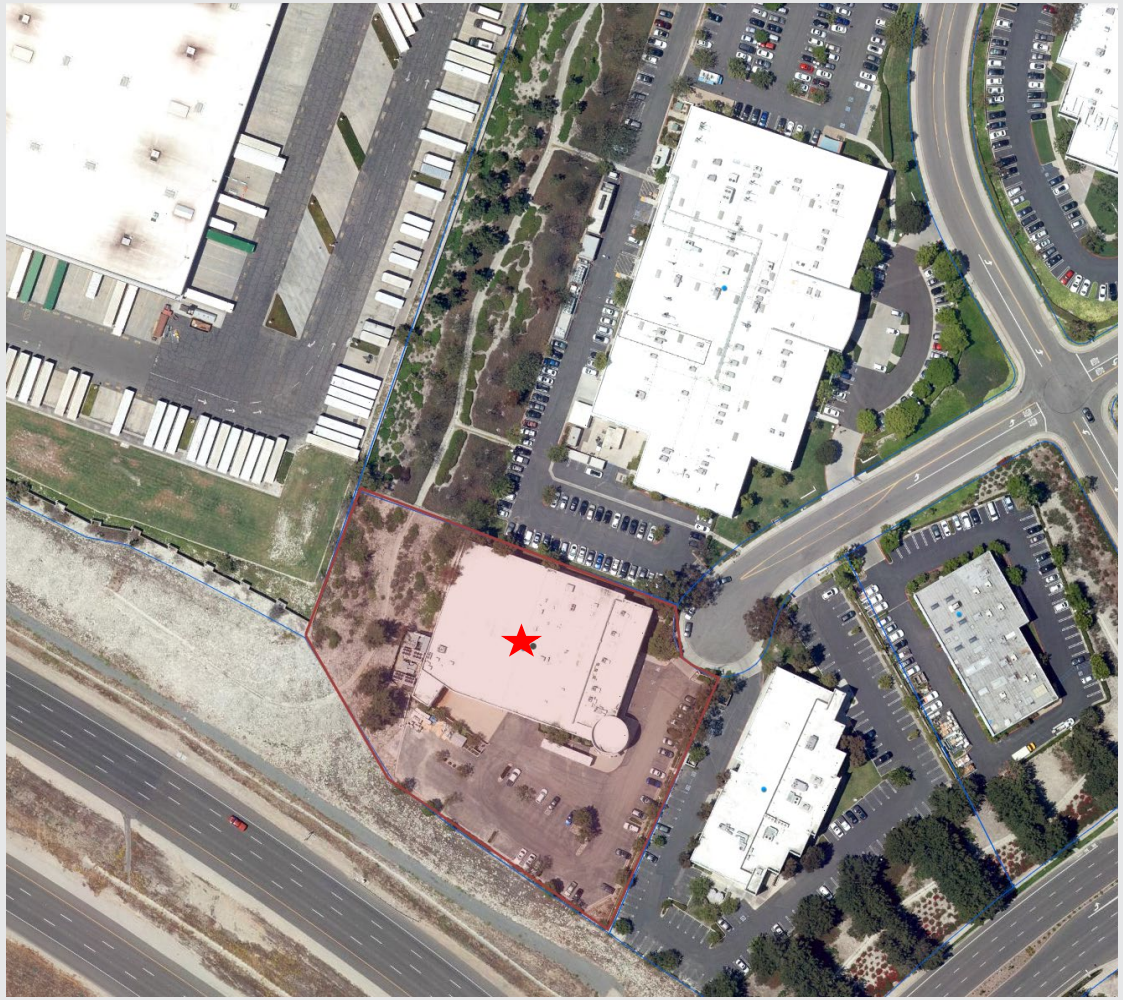
Project Request

PA21-027 Request includes:

- A conditional use permit (CUP) to establish an automotive repair facility within an existing building located at 41 Columbia
- Associated Site and Tenant Improvements
- Major auto repair service is permitted in the BP-2 zoning district with an approved conditional use permit (AVMC Code Section 15.18.020)

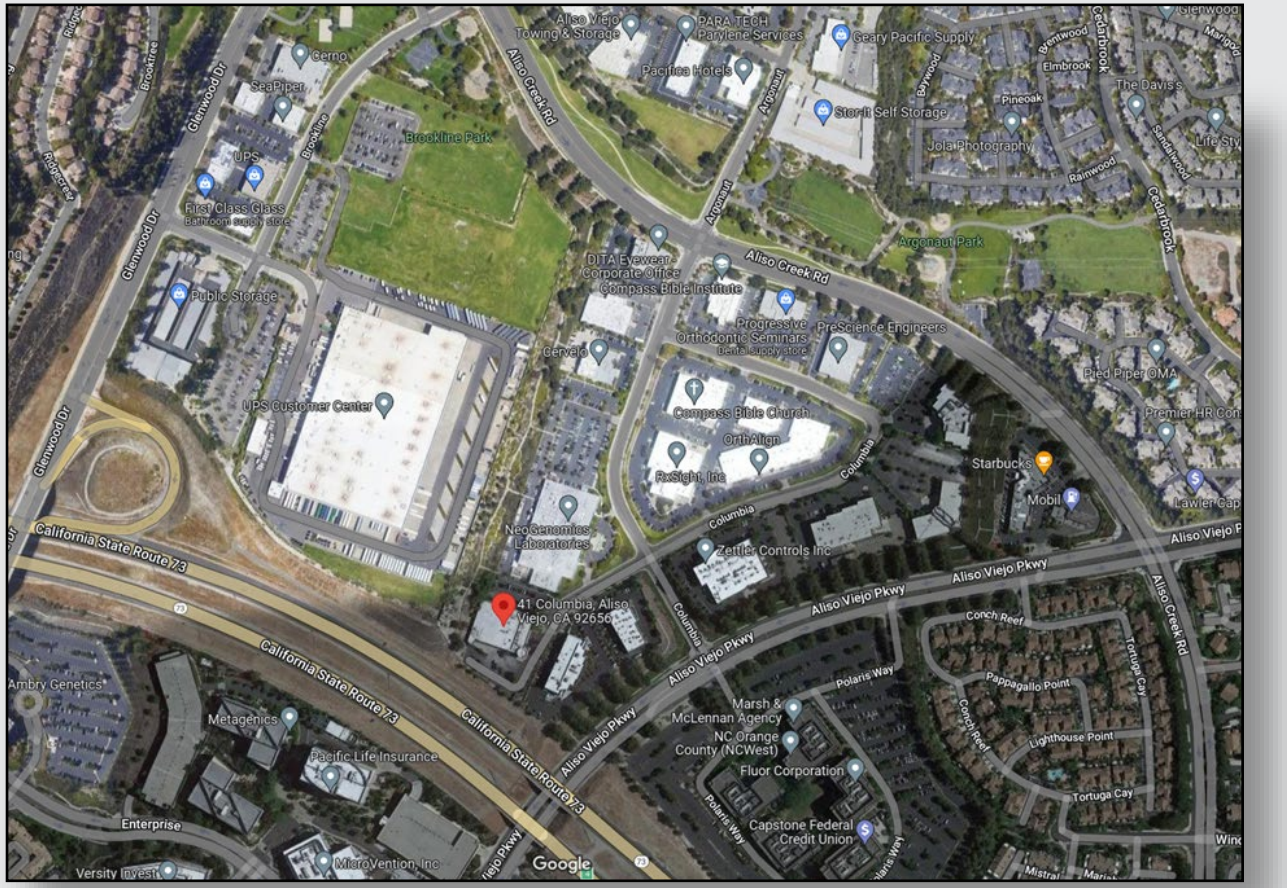
41 Columbia - Building and Site Summary

Property Information	
Building Square Footage	30,737
Existing Site Size	2 acres
Existing Conditions	Light Industrial Building (former Benny Hinn Studios) and Parking Lot
Zoning Designation	Business Park-2 (BP-2)
General Plan Designation	Business Park (BP)



Project Vicinity

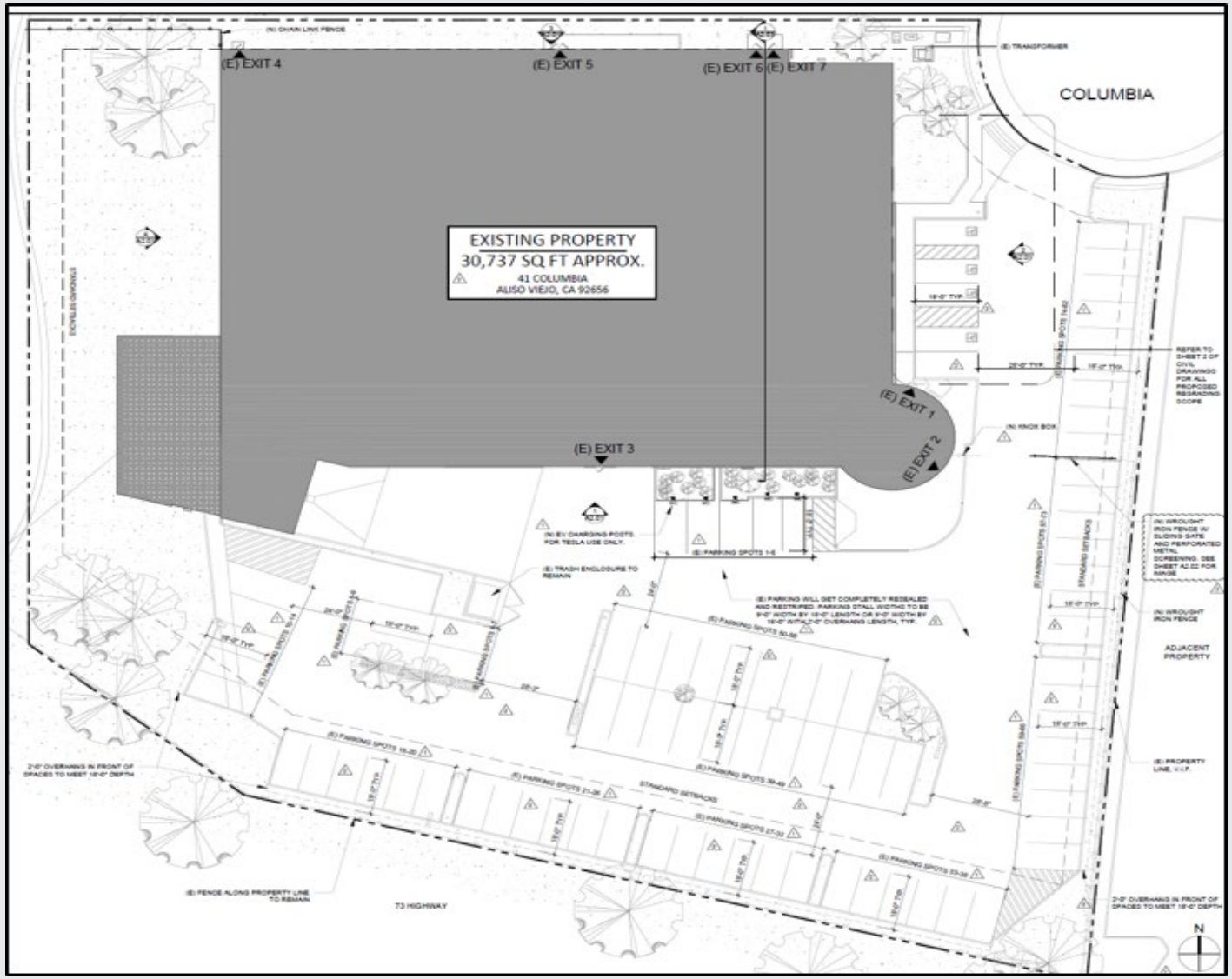
	Adjacent Land Uses	Zoning
North	NeoGenomics Laboratories	Business Park-2 (BP-2)
South	73 Toll Road	N/A
East	NeoGenomics Laboratories	Business Park-2 (BP-2)
West	UPS Fulfillment Center	Business Park-2 (BP-2)



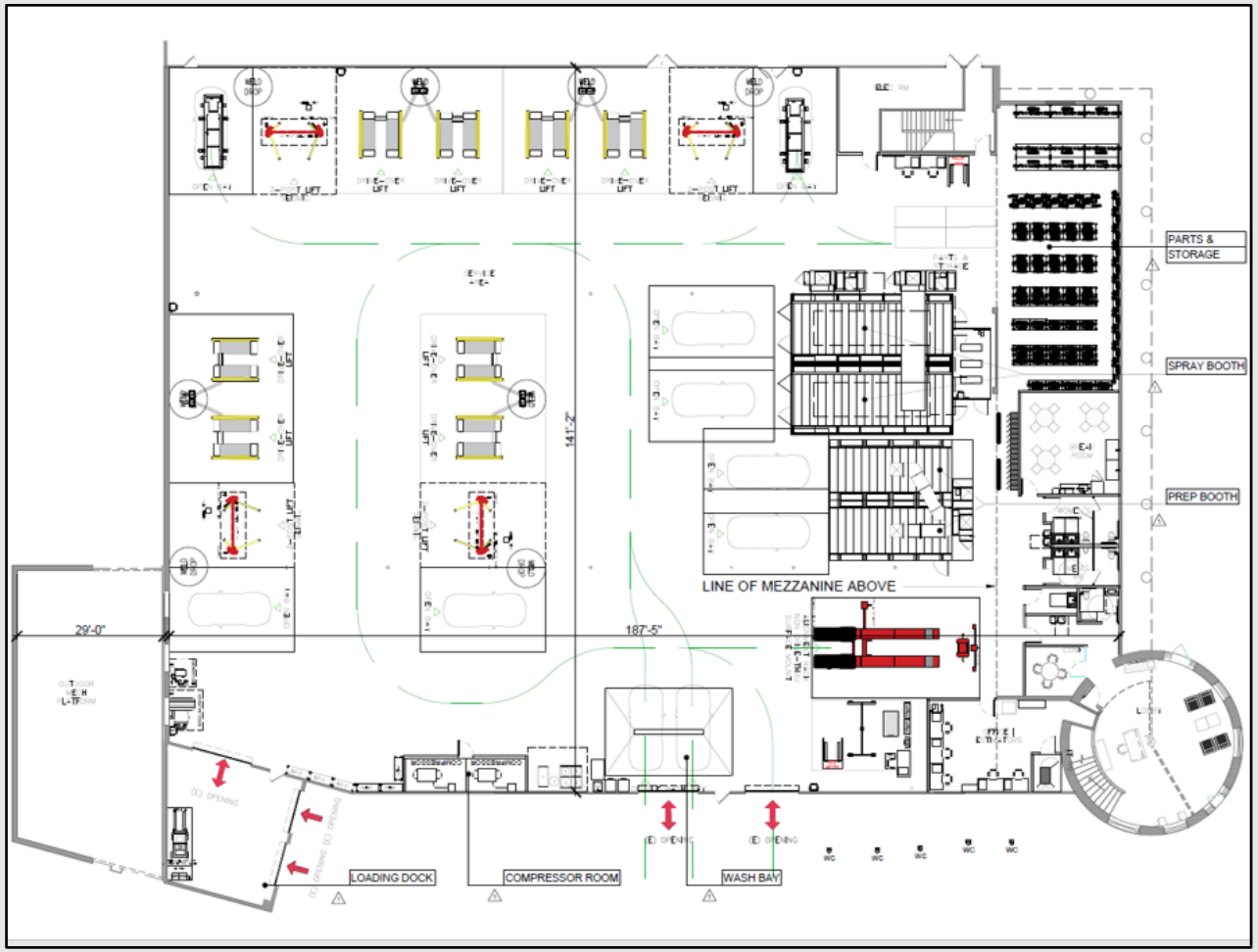
Tesla Collision Center - Proposed Business Operations

- Operation includes:
  - Assessment of vehicle damage
  - Repair or replacement of body panels, paint, glass, and mechanical and trim components
  - Hours of operation: Monday through Friday from 8 a.m. to 12 a.m.
  - All repair activity will be conducted within the facility
  - Work in progress (WIP) cars will remain inside the building
  - By appointment only, minimal walk-in customers
  - No loaner vehicles or shuttle service

Site Plan


EXISTING PROPERTY
30,737 SQ FT APPROX.
41 COLUMBIA
ALISO VIEJO, CA 92656
(E) EXIT 1
(E) EXIT 2
(E) EXIT 3
(E) EXIT 4
(E) EXIT 5
(E) EXIT 6
(E) EXIT 7
COLUMBIA
ADJACENT PROPERTY
73 HIGHWAY
N

Floor Plan

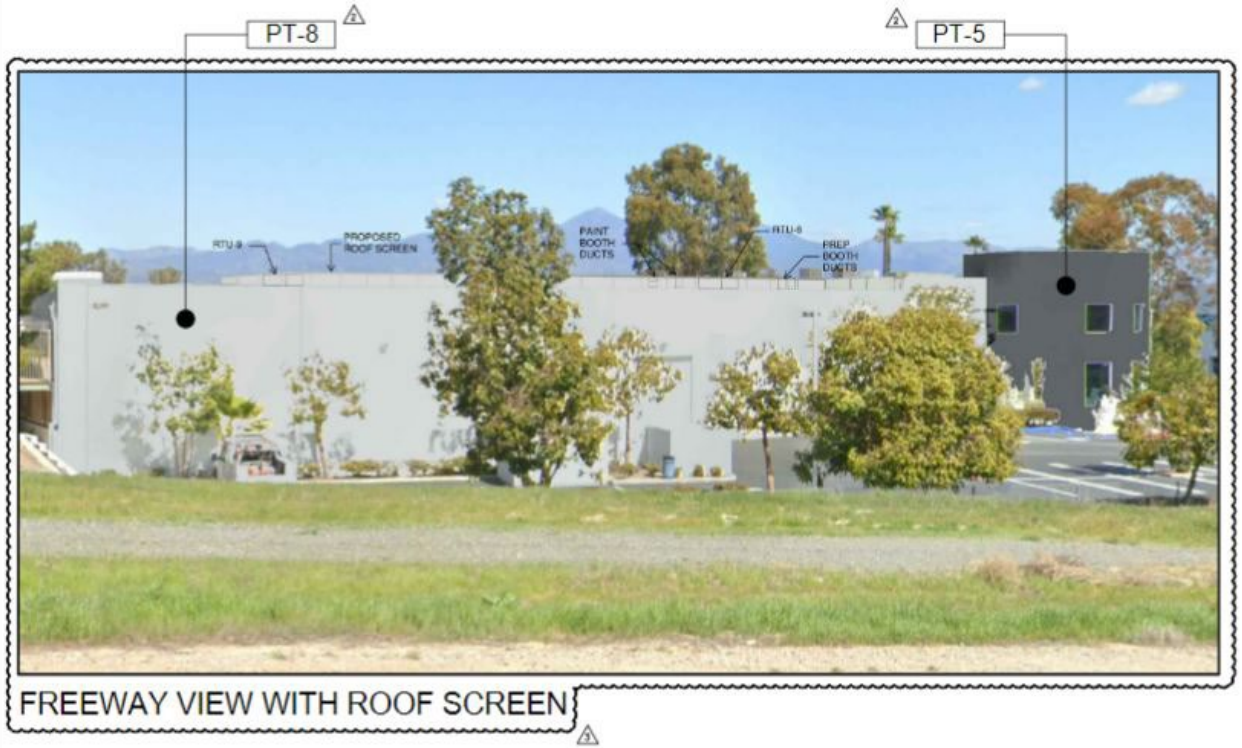

PARTS & STORAGE
SPRAY BOOTH
PREP BOOTH
LINE OF MEZZANINE ABOVE
141'-2"
29'-0"
187'-5"
LOADING DOCK
COMPRESSOR ROOM
WASH BAY

Tesla Collision Center - Parking

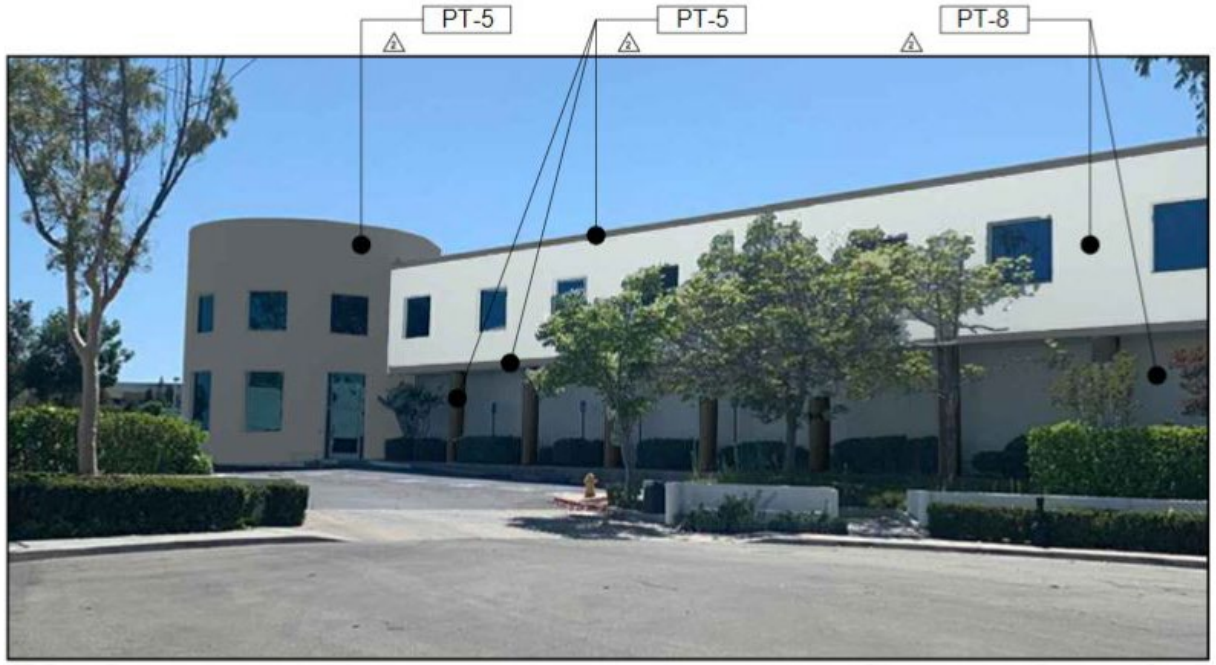
- Parking spaces required: 73
- Parking spaces currently onsite: 88
- New parking space(s) added: 1
- All required parking contained onsite
- Parking to conform to Municipal Code and Accessibility requirements
- Rear parking lot to be screened with a new sliding gate



Elevations



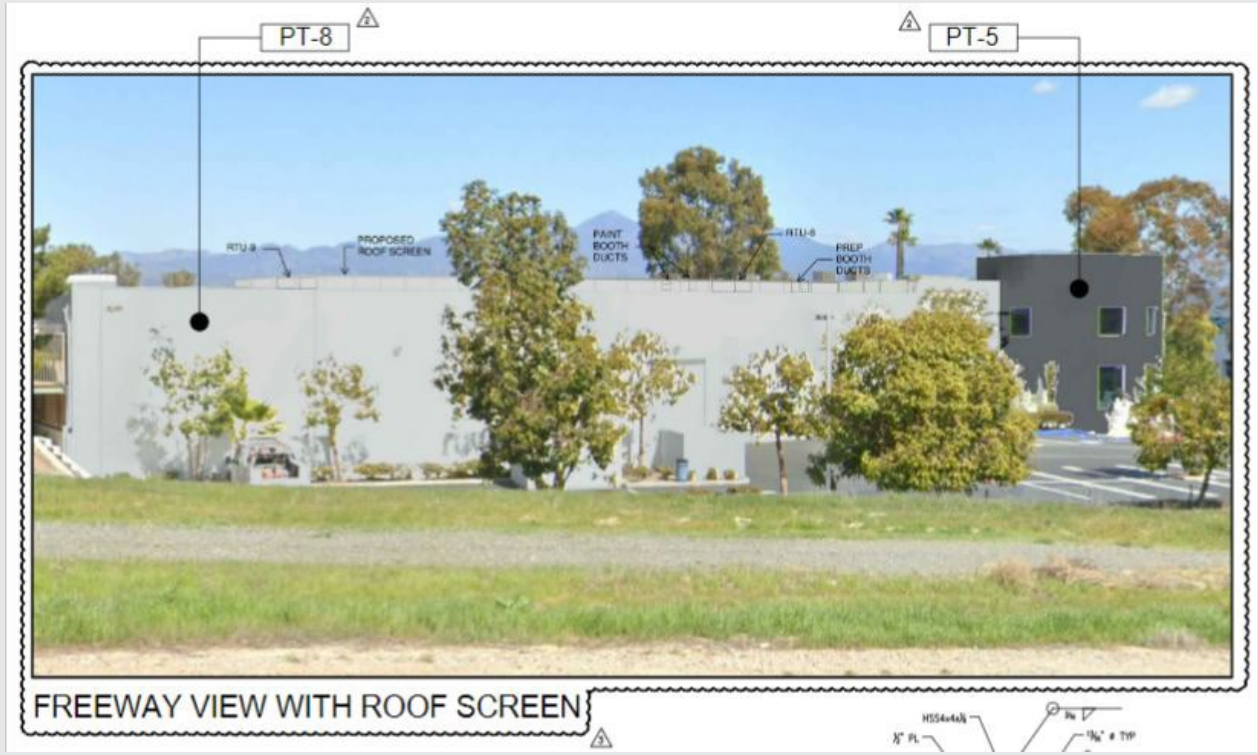
FREEWAY VIEW WITH ROOF SCREEN



FRONT ENTRY

Tesla Collision Center – Roof Equipment Screening

- Four (4) new HVAC units and ventilation ducts
- Screening provided on the South elevation facing the 73 Toll Road
- Not visible from other elevations



Conditions of Approval

- No. 15 – Screening required for new roof-mounted equipment
- No. 16 – Hours of operation limited to Monday - Friday 8:00 am to 12:00 am
- No. 20 & No. 21 – Vehicle delivery, storage of equipment, and vehicle repair activities shall occur in the interior of the building only
- No. 25 – Doors shall remain closed during hours of operation except while cars enter and exit the building

Staff Recommendation to City Council:

1. Open and conduct a public hearing;

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

3. Adopt a Resolution approving Planning Application PA21-027 (CUP) for a conditional use permit to establish an automotive repair facility at 41 Columbia.

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: MASTER FEE SCHEDULE

Recommended Actions:

1. Conduct a public hearing;

2. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) and Section 15273(a)(1) of Title 14 of the California Code of Regulations;

3. Adopt a Resolution establishing and amending user fees for various City services including credit card processing, electric vehicle charging, and hourly rentals at Iglesia Park Community Center; and

4. Authorize the City Manager, or his/her designee, to adjust fees on an annual basis using inflationary indexes.

Fiscal Impact:

It is estimated that the proposed fee updates will recover or pass through approximately $73,300 annually, depending upon the level of services provided.

Background:

The last comprehensive fee study was completed and adopted by the City Council in 2018. Best practice in government finance is for cities to update their user fees as new services are provided or when adjustments are needed to offset increased costs to the City. The City strives to recover most, if not all, of the costs for such services, although it is recognized that this is not always practical or possible.

Discussion:

Staff reviewed the City's current fee schedule and identified fees that should be added or adjusted to achieve cost recovery. The proposed changes are needed to offset new or

increased costs to the City. As required by law, the fees described in this report do not exceed the estimated reasonable cost of providing the services for which the fees are charged. Staff calculated and analyzed the cost of providing the services, including labor, materials, and overhead, as provided in Attachment 2. If approved, the fees will be effective July 1, 2022, and are as follows:

Credit Card Processing Fee

The Government Code authorizes public agencies to impose a fee for the use of a credit or debit card, as long as the fee does not exceed the costs incurred by the agency. In 2020, the City contracted with a third-party processing company to begin accepting credit card payments for building permits, planning fees, and other City services. The City currently imposes and collects a 2.7% credit card processing fee to offset the cost incurred for the electronic payment services.

An updated agreement with the processing company will set the fee at 3% and the fee collected will directly go to the processing company. By continuing to pass the credit card processing fees to the customer, the City is saving approximately $25,000 annually.

Vehicle Electrical Charging Fee and Transaction Fee

The City has 11 electric vehicle charging stations at various locations throughout the City and does not currently charge a fee for its use. Expenses incurred by the City include electricity, maintenance, replacement, and processing costs. In order to achieve cost recovery for the electric vehicle charging stations, it is recommended that the City charges $0.42 per kWh. In addition, to administer the fee payments, the City is assessed a 5% transaction fee by the vendor; therefore, Staff recommends that the 5% transaction fee is passed along to the customer. It is estimated that the City will recover approximately $48,000 in costs.

Parking Penalty Fee and Transaction Fee

To discourage long-term and overnight parking at any of the electric vehicle charging stations, a parking penalty is recommended if the vehicle is not moved after four hours. A $5.00 penalty will be imposed if the vehicle is parked for more than 4 hours, but less than five hours. The penalty will increase to $25.00 per hour if the vehicle is not moved after five hours. To administer the fees, the City is assessed a 5% transaction fee by the vendor; therefore, it is recommended that the 5% transaction fee is passed along to the customer.

If approved, Staff will be installing signage notifying residents of the parking penalty at the charging stations in an effort to discourage long-term parking.

Iglesia Park Community Center

From time to time, staff receives requests to rent space at the Iglesia Park Community Center. Staff is proposing a fee of $38.00 per hour to recover the cost of two recreation

leaders who will be needed to facilitate and monitor the event. It is estimated that the center will have a few bookings a year which will recover approximately $300 annually.

To keep pace with increases in the City's cost of providing services, it is recommended that the Vehicle Electrical Charging and the Iglesia Park Community Center fee be adjusted each year using the consumer price index (CPI) for Urban Wage Earners (CPI-W) for the Los Angeles-Long Beach-Anaheim, CA area. Staff recommends that the Council authorize the City Manager, or his/her designee, to automatically update the fees effective July 1st by the change in CPI.

Environmental:

The proposed fees are statutorily and categorically exempt from the requirements of the California Environmental Quality Act since these fees fit within the statutory exemptions for local agency decisions involving the adoption and collection of rates, tolls and other charges, pursuant to Section 15061(b)(3) and Section 15273(a)(1) of Title 14 of the California Code of Regulations.

Public Notice:

A public hearing is required for the establishment of fees or when fees are increased. A notice was published on June 5, 2022, and June 10, 2022. The proposed fee changes and documentation were made available for the ten-day public review period at the City Clerk's Office since June 5, 2022.

Attachments:

1. Resolution

2. Fees and Calculation of Charges

RESOLUTION NO. 2022-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES INCLUDING CREDIT CARD PROCESSING, ELECTRIC VEHICLE CHARGING, AND HOURLY RENTALS AT IGLESIA PARK COMMUNITY CENTER, AUTHORIZING THE CITY MANAGER TO ADJUST THOSE FEES, ANNUALLY, USING INFLATIONARY INDEXES, AND MAKING A DETERMINATION UNDER CEQA

WHEREAS, under the power granted by Article XI, Section 7 of the California Constitution, the City of Aliso Viejo is authorized to impose fees, charges and rates for certain municipal services; and

WHEREAS, Government Code Section 66014 provides that fees shall not exceed the estimated reasonable cost of providing the services for which the fees are charged; and

WHEREAS, Government Code Section 6159(h)(1) authorizes cities to impose a fee for the use of a credit or debit card not to exceed the costs incurred by the agency in providing for payment by credit or debit card;

WHEREAS, the various departments of the City of Aliso Viejo have identified certain services provided on request to members of the public and organizations;

WHEREAS, the revised fees and charges set forth in Exhibit A have been calculated, analyzed, and based on the actual or estimated reasonable cost of providing the services, including labor, materials, and overhead, and do not exceed such costs;

WHEREAS, it is necessary to adjust certain fees annually to keep pace with increases to the City's cost of providing services;

WHEREAS, the City Council has previously established fees and charges for various City services and each such established fee and charge is unaffected by this Resolution;

WHEREAS, this hearing to set fees was duly noticed pursuant to Government Code Sections 6062(a) and 66016, Local agency fees; new fees and increases; procedures; and

WHEREAS, the proposed fees are statutorily and categorically exempt from the requirements of the California Environmental Quality Act since these fees fit within the statutory exemptions for local agency decisions involving the adoption and collection of rates, tolls and other charges, pursuant to Section 15061(b)(3) and Section 15273(a)(1) of Title 14 of the California Code of Regulations; and

WHEREAS, notice of public hearing was mailed to all interested parties who filed a written request for a mailed notice with the City; and

WHEREAS, on June 15, 2022, at the time and place specified in the published and mailed notices, the City Council held a public hearing as required by law to allow oral or written presentations prior to levying new fees or service charges and prior to approving an increase in existing fees or service charges; and

WHEREAS, at least ten (10) days prior to the commencement of the hearing, there was made available to the public a report containing the cost, or estimated cost, of providing the service for which the fee or service charge will be levied, and the revenue sources for providing such services; and

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

Section 1. The City Council finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3) and Section 15273(a)(1) of Title 14 of the California Code of Regulations because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Resolution merely adopts or updates fees to partially offset costs of services and does not undertake any project that has the potential for causing a significant effect on the environment. Thus, this action is exempt from CEQA, and staff is directed to file a Notice of Exemption with the Orange County Clerk's Office within five (5) working days of approval.

Section 2. The City Council hereby approves and adopts effective July 1, 2022, the Fees and Charges Attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. The City Council authorizes the City Manager, or his/her designee, to make annual adjustments effective July 1st of each year to the Vehicle Electrical Charging fee and Iglesia Park Community Center fee by a value equal to the change in the annual Consumer Price Index (CPI) adopted by the City.

PASSED, APPROVED AND ADOPTED this 15th day of June, 2022.

_____

Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 15th day of June, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

Exhibit A

Fees and Calculations of Charges

City of Aliso Viejo
Finance Department
Fee Calculations

Credit Card Processing Fee

Per agreement with Global Pay	Cost
Pass through fee to credit card processing company	3.0% of transaction amount

City of Aliso Viejo
Public Works Department
Fee Calculations

Vehicle Electrical Charging Fee

Southern California Edison Costs

Location	10-month Cost	kWh	Cost Per kWh
AV Ranch	$ 33,427	87,440	$ 0.38
AV Center	$ 79,500	405,152	$ 0.20
City Hall	$ 59,054	303,320	$ 0.19
Average Cost per kWh			$ 0.26

Maintenance and Replacement Costs	Annual Cost	Annual Est. kWh	Cost Per kWh
SemaConnect Service	$ 2,640	108,000	$ 0.02
Annual Maintenance	$ 2,000	108,000	$ 0.02
Replacement Costs ($66,000 over 5 years)	$ 13,200	108,000	$ 0.12
Installation and Maintenance Cost per kWh			$ 0.17

Total Cost per kWh [1]	$ 0.42

[1] Fee subject to CPI increases

Parking Penalty (if vehicle not moved after 4 hours)

More than 4 hours	$5.00
More than 5 hours	$25.00/hr

Transaction Fee (pass through to processing vendor) 5% of total transaction

City of Aliso Viejo
Community Services
Fee Calculations

Iglesia Park Community Center

Staffing to accommodate facility rental	Hourly Cost	Number of Staff	Total Cost Per Hour
Recreation Leader	$ 19	2	$ 38.00
		Total Fee[1]	$38.00/hr

[1] Fee subject to CPI increases

City of Aliso Viejo
AGENDA ITEM

DATE: June 15, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2022-23

Recommended Actions:

1. Adopt a Resolution adopting the Annual Budget for Fiscal Year 2022-23.

2. Adopt a Resolution approving updated Salary Schedules, including cost of living adjustments and the addition of a new full-time classification.

Summary:

The draft fiscal year (FY) 2022-23 budget includes appropriations for programs and projects necessary to continue to provide essential services to the community. The draft budget anticipates revenue to exceed operating expenditures by approximately $60,838. General Fund reserves totaling $657,050 will be utilized for debt service payment on the Certificates of Participation (COP).

General Fund revenues are estimated to be $23,838,978 for FY 2022-23, which include federal stimulus funds from the American Rescue Plan in the amount of $2,839,053. To ensure operations and service levels are not impacted, Staff is proposing a prudent General Fund expenditure budget totaling $23,778,140 and includes operating costs and capital improvement expenditures for Public Safety, Community and Economic Development, Community Services and Recreation, and Administration and Support. The General Fund balance at the end of operations for FY 2022-23 is estimated to be $26,648,944.

In addition to the General Fund, the City uses “Special Funds” to offset a portion of the City’s expenditures. “Special Funds” are typically restricted funds that can only be used for specific purposes such as Traffic Congestion Relief Funds, Gas Tax, SB 1, Measure M funds, Air Quality AB 2766 funds (AQMD), and Federal and Other Grants. At the end of operations for FY 2022-23 the estimated fund balance for all City funds is $30,510,305.

Fiscal Impact:

The Annual Budget is the basis upon which the Council allocates anticipated financial resources for uses in the coming fiscal year. The draft budget for FY 2022-23 being presented is balanced and reflects a General Fund surplus of $60,838.

Proposed FY 2022-23 General Fund revenue estimates increased by $969,927 compared to Mid-Year 2021-22. The increase is primarily due to higher sales tax forecasts, the rebounding of transient occupancy tax (TOT), and modest increases to property taxes. Revenues include the second and final payment from the American Rescue Plan federal funds anticipated for the upcoming year. Expenditures increased by $1,682,282, or 7.6% primarily due to increases in salaries and contractual increases to public safety. General Fund reserves totaling $657,050 will be utilized for debt service payment on the Certificates of Participation (COP). The General Fund balance at the end of FY 2022-23 is estimated to be $26,648,944 and is 112% of the estimated operating budget.

FY 2022-23 General Fund Balance

Estimated Beginning Fund Balance		$ 27,245,156
Resources	23,838,978	
Appropriations	(23,778,140)	
Esimated Operating Surplus		60,838
Debt Payment		(657,050)
Estimated Ending Fund Balance		$ 26,648,944

Background:

On June 1, 2022, the City Council reviewed the draft FY 2022-23 budget which detailed government wide resources and appropriations for both the General Fund and other Special Revenue Funds. There are no changes made to the Proposed FY 2022-23 Budget. In addition, Council approved a 4.3% cost-of-living adjustment for full-time classifications.

Discussion:

General Fund Revenues

Anticipated General Fund revenues for FY 2022-23 total approximately $23,838,878, which reflects an overall increase of $969,927 or 4.2%, compared to the FY 2021-22 Mid-Year Budget. Revenues include the City's second payment of stimulus funds in the amount of $2,839,053. Revenue forecasts for FY 2022-23 were prepared using estimates and projections provided by the State, other agencies, and/or City consultants.

The City receives 75% of its revenue from taxes. This includes property, sales, transient occupancy, and franchise taxes. Property taxes remain the City's highest and most stable source of revenue with an estimated increase of $328,937 or 3.6% primarily due to a strong housing market. Sales tax revenue forecasts indicate an increase of $580,000, or 11.6%, which is attributed to the reopening of businesses from pandemic restrictions and higher prices due to increases in gas prices and inflation.

Projections for the City's Transient Occupancy Tax (TOT) are optimistic for FY 2022-23; however, estimates are still below pre-pandemic levels. TOT is estimated to be $1,440,000, a 20% increase from mid-year estimates, but represents only 90% of pre-pandemic levels. Franchise fees are collected from companies that provide electric, gas, cable, internet, and solid waste collection within the City. These fees have been steadily declining over the past few years as new services replace traditional television cable. FY 2022-23 estimates a decrease of $40,000.

The remaining 25% of general fund revenues include the final payment of American Rescue Plan funds and other sources such as licenses and permits, fines and forfeitures, investment earnings, fees for services, rental income, and recreation. Licenses and permits and fees for planning and building services are lower than mid-year estimates due to a reduction in development activity forecasted for the new year. Fines collected as a result of parking and traffic enforcement are also declining as a result of increased patrolling within the City. However, investment earnings will increase $200,000 due to projected higher interest rates. Recreation and rental income are expected to remain relatively flat.

General Fund Appropriations

General Fund operating expenditures are anticipated to increase $1,682,282 or 7.6%, compared to FY 2021-22 Mid-Year Budget. Total expenditures include salaries and benefits for 29 full-time positions, 5 elected officials, and part-time positions primarily in recreation. Incremental increases in appropriations across all departments are due to increases in contractual services, merit-based salary increases, and a cost-of-living (COLA) increase of 4.3% for full-time classifications in FY 2022-23. In accordance with the Classification and Compensation Plan approved by Council in 2018, the COLA is based on the Annual Consumer Price Index, Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim (CPI) and is estimated at $123,615. In addition, appropriations include CalPERS unfunded pension liability payment of $98,471, which was an increase of $16,124 over the prior year.

The FY 2022-23 budget provides the necessary funding to continue essential services throughout the community. Funding increases for various projects and services are highlighted below.

Public Safety

Public Safety, which represents 44% of the City's General Fund budget, includes law enforcement, animal control, crossing guards, emergency management, and crime prevention. The cost of public safety has risen approximately $1.9 million or 22.6% since FY 2018-19 primarily due to contract increases for law enforcement services with the Orange County Sheriff's Department. For FY 2022-23, total public safety costs are estimated to increase by $722,686 or 7.2% to a total cost of $10,741,476 to maintain current level of services. Increases to various public safety contracts and/or services include:

- Orange County Sheriff's Department - $624,558 or 6.7% increase to $9,917,083
- Animal control - $66,436 or 17.7% to $442,676
- Crossing guards - $14,237 or 7.3% increase to $209,732

Administration & Support

- November 2022 election - $85,000
- Funding for conferences and training which were brought back to levels prior to the pandemic - $20,000
- Information Technology related services for computer support, equipment replacement, and cameras – $58,000

Community Development

- Annual support and licensing for the new permit software - $45,000
- Special projects for Aliso Viejo Town Center - $79,000
- Development of the City's Housing Element - $75,000

Public Works

- Addition of a full-time Streets Supervisor - $150,000; however, the cost for the additional position has been offset by the reduction in contractual services
- Increases to County environmental wastewater permits - $38,200

Community and Services and Recreation

- Addition of Community Services Supervisor - $121,700

Capital Improvement

Oher General Fund obligations include various transfers to capital funds for capital improvement projects, totaling $441,000 for FY 2022-233. Projects in FY 2022-23 include the following:

- Aliso Ranch - $181,000
- City Hall - $205,000
- Aliso Viejo Center - $25,000
- Wetlands Monitoring Project - $10,000
- Dairy Fork Wetland Project - $20,000

Special Revenue Funds

Special Revenue funds are expended in compliance with their funding stipulations; however, it is common to accumulate Special Revenue funds for multiple years in order to expend on larger City projects.

Road funds consist of Traffic Congestion Relief funds, Highway Users Tax also known as Gas Tax, Measure M2 and SB 1 funds. These funds are restricted and may only be utilized for the maintenance and improvement of street and traffic projects.

Gas Tax is expected to increase by approximately $136,725, or 10.3%, based on recent projections provided by the State. These funds are primarily used for ongoing costs associated with street maintenance, street sweeping, street lighting, and pavement management. In addition, SB 1 funds will also see an increase of $135,470, or 13.5%, and will be allocated towards street CIP projects. Increases in both Gas Tax and SB 1 funds is primarily the result of higher gas prices.

Measure M2 was approved by voters in March 2011 and is a major revenue source for the City's streets and roads projects. Overall, the revenue projected in this category is expected to increase by $108,346, or 15.0%. Senior Mobility grant funds, which provides free door-to-door transportation services for any senior citizen residing in Aliso Viejo to attend programs at nearby senior centers, are also expected, totaling $25,430.

The Federal Grants fund includes $2,839,053 from the American Rescue Plan stimulus funds, which is designated for COVID mitigation efforts and to maintain public safety services as a result of the loss in revenue due to the pandemic. In addition, funding in the amount of $241,324 for Community Development Block Grant (CDBG), and $294,969 for CDBG Coronavirus funds is programed for fair and supportive housing initiatives, business grant program, senior meal programs, homeless prevention services, and youth programs.

Supplemental Law Enforcement Service Fund (SLESF) for front line local public safety programs and equipment is expected to be about the same as prior year at $176,620.

The Technology Grant is provided from public, educational, and government access (PEG) fees received through cable franchises. These funds are used for public programming, such as Council meetings, and are projected to decrease slightly as new services replace traditional cable television. Integrated Waste Management grants and AQMD AB2766 Subvention funds are expected to be about the same as the prior year.

Revenues for the Other Grants fund vary from year to year depending on grant awards. Staff continues to actively seek grant opportunities as they arise.

Management services for the Aliso Viejo Center and the Aquatic Center are provided by two qualified management companies. Aliso Viejo Center revenues for FY 2022-23 are projected to be $2,400,910 and reflect a net transfer of $370,344 to the General Fund. The Aquatic Center revenues are $944,000, with expenditures totaling $1,136,740. General Fund will fund the net cost of operations estimated to be $192,740.

Special Revenue Capital Improvement Projects scheduled for FY 2022-23 total $3,454,000 and includes the following projects:

- Los Aliso Road Traffic Signal Synchronization Program (RTSSP) - $14,000
- Aliso Creek RTSSP - $230,000
- Aliso Creek Rehabilitation (Wolverine to Alicia) - $1,633,000
- FY 2022-23 Surry Seal - $1,577,000
- Enterprise Rehabilitation Design (Aliso Creek to Aliso Viejo Pkwy) - $35,000
- Aliso Creek Rehabilitation Design (Enterprise to SR73) - $35,000

New Full-Time Classification

A new classification of Streets Supervisor is proposed to be added to the City's Salary Schedule. This position is needed within the Public Works Department to develop and administer street maintenance and construction contracts. The Streets Supervisor will also oversee the inspection of City streets, traffic signals, sidewalk, storm drains, landscaping, asphalt rehabilitation and overlays, slurry seal, street improvements and utility work. The cost of the additional position is estimated to be $150,000; however, the cost for the additional position has been offset by the reduction in contractual services.

FY 2022-2023 Appropriations Limit

Pursuant to Article XIIIB of the California Constitution, the City must compute an annual appropriations limit (known as the Gann Limit), which places a ceiling on the total amount of tax revenues the City can appropriate annually. The limit is adjusted each year using the following factors: 1) the percentage change in California Per Capita Income, or the change in the City's Assessed Valuation due to new non-residential construction, whichever is greater; and 2) the percentage change in the Citywide, or Countywide population, whichever is greater. As required by Government Code Section 7910, the City Council is being asked to formally adopt by resolution the Appropriations Limit for Fiscal Year 2022-23.

Section 7901 of the Government Code allows entities to use either the population increase within the City or the increase within the County. This year the estimated population change for the City's population was negative 0.88% and the County was negative 0.23%. It is recommended that Council adopt the percentage change in the California per capita personal income and the percentage change in the local property

assessment roll due to the addition of non-residential new construction for use in the adjustment of the (Gann) Appropriations Limit for Fiscal Year 2022-23. The appropriations limit for FY 2022-23 is $53,660,602 and the budget subject to the limit is $15,361,280; therefore, the City is in compliance with Government Code requirements. For FY 2022-23, the City will be utilizing 28.6% of its appropriations limit.

Conclusion

Staff continues its ongoing analysis of revenues and expenditures while following developments at the State level. Revenue enhancements, maintaining current service levels, ensuring the completion of capital improvement projects, and continuing to focus on economic development within the City is of the utmost priority. Staff continues to explore revenue enhancement opportunities and seek outside grants and other funding opportunities, when possible, to uphold the City's vision of offering excellent amenities to residents and businesses.

The FY 2022-23 Draft Budget was developed taking current economic conditions into consideration and includes growth in appropriations necessary to maintain current service levels and accommodate Council-approved programs and projects.

Attachments:

1. Proposed FY 2022-23 Budget Resolution
2. FY Proposed 2022-23 Annual Budget
3. Capital Projects
4. Salary Schedule Resolution
5. Exhibit A – Salary Schedule
6. Proposition 4 (Gann) Appropriations Limit Calculation
7. Proposed Budget Presentation

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING THE 2022-23 FISCAL YEAR BUDGET FOR THE CITY OF ALISO VIEJO.

WHEREAS, the City Council of the City of Aliso Viejo requires a fiscal plan for the City's operation; and

WHEREAS, a proposed budget for the City of Aliso Viejo for the fiscal year commencing July 1, 2022, and ending June 30, 2023, was submitted to the City Council, as required by Ordinance 2001-005; and

WHEREAS, the City Council has conducted a public meeting, has heard and considered public comments, has modified the draft budget accordingly, and wishes to adopt such budget for the fiscal year beginning July 1, 2022 and ending June 30, 2023; and

WHEREAS, preparation of the fiscal year 2022-23 Annual Budget conforms to the Management and Budget Policies adopted by the City Council on November 16, 2005 by Resolution No. 2005-056; and

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

SECTION 1. That the fiscal year 2022-23 Annual Budget is hereby adopted.

SECTION 2. That the City Manager and the Director of Financial Services are hereby authorized to make expenditures in accordance with the fiscal year 2022-23 Annual Budget, as adopted, with the exception of those expenditures that require City Council approval in accordance with the ordinances and regulations of the City.

SECTION 3. That a copy of said fiscal year 2022-23 Annual Budget is on file in the office of the City Clerk, and is incorporated by reference into this resolution.

SECTION 4. That the Director of Financial Services is directed to enter the fiscal year 2022-23 Annual Budget into the City's financial system in accordance with appropriate accounting practices, and the City Manager, with the Director of Financial Services' assistance, shall assure compliance therewith.

SECTION 5. That the Mayor of the City of Aliso Viejo shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of June 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 15th day of June, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

CITY OF ALISO VIEJO

GENERAL FUND RESOURCES AND APPROPRIATIONS
FY 2022-23 PROPOSED BUDGET

	FY 2021-22 Adopted Budget	FY 2021-22 Amended Budget	FY 2021-22 Mid-Year Budget	FY 2022-23 Draft Budget
RESOURCES				
Property Tax	9,009,900	9,009,900	9,161,063	9,490,000
Sales Tax	4,680,000	4,680,000	5,000,000	5,580,000
TOT	1,200,000	1,200,000	1,200,000	1,440,000
Franchise	1,580,000	1,580,000	1,545,000	1,505,000
Other Taxes	40,175	40,175	40,175	40,175
Licenses & Permits	716,100	716,100	718,300	619,600
Fines & Forfeitures	280,000	280,000	250,000	220,000
Rev-Use of Money & Property	126,725	126,725	100,000	300,000
Intergovernmental Revenue	50,000	50,000	42,500	47,500
Current Service Charges	340,850	340,850	321,850	295,600
Rental Income	185,410	185,410	205,903	212,316
Recreation Services	806,030	806,030	798,805	813,200
Other Revenue	80,040	80,040	80,040	66,200
Transfers	3,122,300	3,122,300	3,405,415	3,209,387
Total Estimated Resources	**22,217,530**	**22,217,530**	**22,869,051**	**23,838,978**
APPROPRIATIONS				
City Council	196,065	196,065	209,062	204,760
City Manager	725,815	725,815	724,820	773,715
Economic Development	476,870	476,870	486,870	466,800
Human Resources	254,160	234,160	153,790	223,786
City Clerk	428,630	428,630	428,630	532,765
City Attorney	465,000	465,000	465,000	465,000
Finance	937,690	937,690	698,105	949,790
Information Technology	917,730	943,055	1,005,803	1,033,734
Central Services	602,760	602,760	587,260	598,920
Community Services Admin	686,795	676,470	637,810	474,379
Iglesia Park	193,000	193,000	175,950	184,249
Iglesia Building	52,000	52,000	54,300	53,845
Iglesia Park Community Center	157,500	157,500	157,500	177,500
Planning	1,066,310	1,081,310	1,078,285	1,299,280
Building & Safety	648,130	648,130	648,130	671,220
Code Enforcement	106,000	106,000	106,000	106,000
Public Works - Engineering	1,372,480	1,372,480	1,349,235	1,516,656
Traffic Engineering	-	-	-	-
Street Maintenance	538,700	538,700	538,700	433,700
Law Enforcement - Contract	9,292,525	9,292,525	9,292,525	9,917,083
Law Enforcement - Other	282,050	282,050	282,050	296,287
Crime Prevention	36,075	36,075	33,075	50,530
Animal Care Services	376,240	376,240	376,240	442,676
EOC	34,900	34,900	34,900	34,900
Transfer Out - Other Funds	354,370	354,370	504,162	633,740
City Hall	232,260	232,260	242,260	220,866
Recreation	1,631,360	1,631,360	1,825,396	2,015,959
Total Estimated Appropriations	**22,065,415**	**22,075,415**	**22,095,858**	**23,778,140**
Net Change in Fund Balance	**152,115**	**142,115**	**773,193**	**60,838**
Beginning Fund Balance	27,131,163	27,131,163	27,131,163	27,245,156
GF Reserves for COP	(659,200)	(659,200)	(659,200)	(657,050)
Ending Fund Balance	26,624,078	26,614,078	27,245,156	26,648,944

CITY OF ALISO VIEJO

GOVERNMENT WIDE-RESOURCES AND APPROPRIATIONS
FY 2022-23 PROPOSED BUDGET

		FY 2021-22 Adopted Budget	FY 2021-22 Amended Budget	FY 2021-22 Mid-Year Budget	FY 2022-23 Draft Budget
RESOURCES					
101	General Fund	22,217,530	22,217,530	22,869,051	23,838,978
202	Traffic Congestion	1,125	1,125	1,125	1,125
203	Gas Tax	1,324,775	1,324,775	1,324,775	1,461,500
204	Measure M	721,160	721,160	721,160	829,506
205	SB1-RMRA	1,004,670	1,004,670	1,004,670	1,140,140
215	Public Safety Grants	176,620	176,620	176,620	176,620
221	AQMD Air Quality	73,240	73,240	73,240	70,000
225	Integrated Waste Management	12,925	12,925	12,925	12,925
231	Other Grants	210,405	420,108	490,108	75,405
241	Technology Grant	125,150	125,150	125,150	109,000
245	Development Impact	-	-	-	-
251	Federal Grants	3,338,820	3,338,820	3,338,820	3,375,346
260	City Fac.-Conference Center	1,875,150	1,875,150	2,646,070	2,400,910
261	City Fac.-Aquatic Center	1,023,110	1,023,110	1,033,085	1,136,740
	Total Estimated Resources	32,104,680	32,314,383	33,816,799	34,628,195
APPROPRIATIONS					
101	General Fund	22,065,415	22,075,415	22,095,858	23,778,140
202	Traffic Congestion	144,305	144,305	90,905	76,000
203	Gas Tax	1,131,800	1,131,800	1,198,700	1,382,800
204	Measure M	816,125	816,125	869,525	1,597,965
205	SB1-RMRA	1,225,000	1,225,000	1,225,000	1,703,000
215	Public Safety Grants	192,315	192,315	192,315	192,315
221	AQMD Air Quality	65,000	65,000	65,000	100,000
225	Integrated Waste Management	13,000	13,000	25,000	16,000
231	Other Grants	210,000	419,703	419,703	-
241	Technology Grant	75,180	80,180	180,180	75,180
245	Development Impact	-	-	-	-
251	Federal Grants	3,020,120	3,020,120	3,353,025	3,080,377
260	City Fac.-Conference Center	1,875,150	1,875,150	2,646,070	2,400,910
261	City Fac.-Aquatic Center	1,023,110	1,023,110	1,033,085	1,136,740
280	Improvement & Replacement Fund	-	-	-	-
	Total Estimated Appropriations	31,856,520	32,081,223	33,394,366	35,539,427
NET CHANGE IN FUND BALANCE		248,160	233,160	422,433	(911,232)
	Beginning Fund Balance	32,315,354	32,315,354	32,315,354	32,078,587
		-		-	-
	GF Reserves	(659,200)	(659,200)	(659,200)	(657,050)
PROJECTED ENDING FUND BALANCE		31,904,314	31,889,314	32,078,587	30,510,305

City of Aliso Viejo, CA

Budget Report
Account Summary
For Fiscal: 2022-2023 Period Ending: 06/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 101 - GENERAL FUND							
Revenue							
101-31010	CURRENT - SECURED	3,027,000.00	3,027,000.00	0.00	0.00	-3,027,000.00	100.00 %
101-31020	CURRENT - UNSECURED	84,000.00	84,000.00	0.00	0.00	-84,000.00	100.00 %
101-31030	PRIOR YEAR TAXES	25,000.00	25,000.00	0.00	0.00	-25,000.00	100.00 %
101-31040	SUPPLEMENTAL ROLL	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
101-31050	MISCELLANEOUS PROPERTY TAX	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
101-31070	PROPERTY TAX IN LIEU	5,895,000.00	5,895,000.00	0.00	0.00	-5,895,000.00	100.00 %
101-31075	REAL PROPERTY TRANSFER TAX	400,000.00	400,000.00	0.00	0.00	-400,000.00	100.00 %
101-31076	HOMEOWNER PROP TAX RELIEF	14,000.00	14,000.00	0.00	0.00	-14,000.00	100.00 %
101-31210	GENERAL SALES TAX	5,580,000.00	5,580,000.00	0.00	0.00	-5,580,000.00	100.00 %
101-31310	FRANCHISE-ELECTRIC	400,000.00	400,000.00	0.00	0.00	-400,000.00	100.00 %
101-31320	FRANCHISE-GAS	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00 %
101-31330	FRANCHISE-CABLE TV	525,000.00	525,000.00	0.00	0.00	-525,000.00	100.00 %
101-31340	FRANCHISE-WASTE COLLECTION	450,000.00	450,000.00	0.00	0.00	-450,000.00	100.00 %
101-31350	FRANCHISE-OTHER	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
101-31520	COUNTY FIRE TAX CREDIT	175.00	175.00	0.00	0.00	-175.00	100.00 %
101-31530	PUBLIC UTILITY TAX	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
101-31540	TRANSIENT OCCUPANCY TAX	1,440,000.00	1,440,000.00	0.00	0.00	-1,440,000.00	100.00 %
101-32010	BUILDING PERMITS	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
101-32020	ELECTRICAL PERMITS	75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
101-32030	PLUMBING PERMITS	62,500.00	62,500.00	0.00	0.00	-62,500.00	100.00 %
101-32040	MECHANICAL PERMITS	62,500.00	62,500.00	0.00	0.00	-62,500.00	100.00 %
101-32055	C & D PERMITS	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
101-32060	AUP	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
101-32061	TUP	600.00	600.00	0.00	0.00	-600.00	100.00 %
101-32062	EXCEPTION PERMIT	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
101-32063	ZONING/HOA/REVIEW	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
101-32070	SIGNAGE	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
101-32085	USE PERMIT	16,000.00	16,000.00	0.00	0.00	-16,000.00	100.00 %
101-32090	ISSUANCE FEE	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
101-32095	WATER QUALITY	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
101-33010	VEHICLE CODE FINES	100,000.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
101-33160	PARKING CITATIONS	120,000.00	120,000.00	0.00	0.00	-120,000.00	100.00 %
101-34010	INVESTMENT EARNINGS	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
101-35010	MOTOR VEHICLE LICENSE FEE	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
101-35220	STATE MANDATED REIMBURSEMEN	7,500.00	7,500.00	0.00	0.00	-7,500.00	100.00 %
101-36270	ENGINEERING FEES	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
101-36280	TRANSPORTATION PERMIT	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
101-36290	ENCROACHMENT PERMITS	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
101-36295	WQMP	19,000.00	19,000.00	0.00	0.00	-19,000.00	100.00 %
101-36310	PLANNING FEES	7,500.00	7,500.00	0.00	0.00	-7,500.00	100.00 %
101-36320	ENVIRONMENTAL FEES/CEQA	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
101-36350	GENERAL PLAN	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
101-36355	HOUSING ADMINISTRATION	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
101-36360	SPECIAL EVENTS FEES	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
101-36390	PUBLIC NOTIFICATION FEE	500.00	500.00	0.00	0.00	-500.00	100.00 %
101-36410	BUILDING PLAN CHECK FEES	210,000.00	210,000.00	0.00	0.00	-210,000.00	100.00 %
101-36420	SMIP	750.00	750.00	0.00	0.00	-750.00	100.00 %
101-36425	CASP CERT/TRNG	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
101-36430	BUILDING STANDARD FEE (CBSC)	350.00	350.00	0.00	0.00	-350.00	100.00 %
101-36440	SCANNING	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %

Budget Report **For Fiscal: 2022-2023 Period Ending: 06/30/2023**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
101-36450	CODE ENFORCEMENT CITATIONS	12,500.00	12,500.00	0.00	0.00	-12,500.00	100.00 %
101-37505	INFORMATION TECHNOLOGY FEE	40,000.00	40,000.00	0.00	0.00	-40,000.00	100.00 %
101-37530	MISCELLANEOUS REVENUE	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
101-37540	ADMINISTRATIVE REVENUE	22,000.00	22,000.00	0.00	0.00	-22,000.00	100.00 %
101-37560	RETURNED CHECK CHARGES	200.00	200.00	0.00	0.00	-200.00	100.00 %
101-39999	INTERFUND TRANSFERS	3,209,387.00	3,209,387.00	0.00	0.00	-3,209,387.00	100.00 %
	Revenue Total:	**22,813,462.00**	**22,813,462.00**	**0.00**	**0.00**	**-22,813,462.00**	**100.00%**
	Fund: 101 - GENERAL FUND Total:	**22,813,462.00**	**22,813,462.00**	**0.00**	**0.00**	**-22,813,462.00**	**100.00%**
Fund: 102 - GEN. FD-CITY HALL							
Revenue							
102-34120	RENT-CITY HALL LEASE	212,316.00	212,316.00	0.00	0.00	-212,316.00	100.00 %
	Revenue Total:	**212,316.00**	**212,316.00**	**0.00**	**0.00**	**-212,316.00**	**100.00%**
	Fund: 102 - GEN. FD-CITY HALL Total:	**212,316.00**	**212,316.00**	**0.00**	**0.00**	**-212,316.00**	**100.00%**
Fund: 103 - GF-AV RECREATION SERVICES							
Revenue							
103-34130	FACILITY RENTAL	350,000.00	350,000.00	0.00	0.00	-350,000.00	100.00 %
103-34150	OTHER INCOME	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
103-34160	PROGRAM REVENUE	200.00	200.00	0.00	0.00	-200.00	100.00 %
103-34161	CONTRACT CLASSES	365,000.00	365,000.00	0.00	0.00	-365,000.00	100.00 %
103-34162	CITY CAMP REVENUE	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00 %
103-34169	REFUNDS	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Revenue Total:	**813,200.00**	**813,200.00**	**0.00**	**0.00**	**-813,200.00**	**100.00%**
	Fund: 103 - GF-AV RECREATION SERVICES Total:	**813,200.00**	**813,200.00**	**0.00**	**0.00**	**-813,200.00**	**100.00%**
Fund: 202 - TRAFFIC CONGESTION RLF FD							
Revenue							
202-34010	INVESTMENT EARNINGS	1,125.00	1,125.00	0.00	0.00	-1,125.00	100.00 %
	Revenue Total:	**1,125.00**	**1,125.00**	**0.00**	**0.00**	**-1,125.00**	**100.00%**
	Fund: 202 - TRAFFIC CONGESTION RLF FD Total:	**1,125.00**	**1,125.00**	**0.00**	**0.00**	**-1,125.00**	**100.00%**
Fund: 203 - GAS TAX							
Revenue							
203-34010	INVESTMENT EARNINGS	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
203-35050	GAS TAX-2105	321,000.00	321,000.00	0.00	0.00	-321,000.00	100.00 %
203-35060	GAS TAX-2106	199,000.00	199,000.00	0.00	0.00	-199,000.00	100.00 %
203-35070	GAS TAX-2107	439,000.00	439,000.00	0.00	0.00	-439,000.00	100.00 %
203-35080	GAS TAX-ADMIN TAX	7,500.00	7,500.00	0.00	0.00	-7,500.00	100.00 %
203-35090	GAS TAX-2103	490,000.00	490,000.00	0.00	0.00	-490,000.00	100.00 %
	Revenue Total:	**1,461,500.00**	**1,461,500.00**	**0.00**	**0.00**	**-1,461,500.00**	**100.00%**
	Fund: 203 - GAS TAX Total:	**1,461,500.00**	**1,461,500.00**	**0.00**	**0.00**	**-1,461,500.00**	**100.00%**
Fund: 204 - MEASURE M							
Revenue							
204-34010	INVESTMENT EARNINGS	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
204-35604	MEASURE M	800,076.00	800,076.00	0.00	0.00	-800,076.00	100.00 %
204-35606	MEASURE M-SMP	25,430.00	25,430.00	0.00	0.00	-25,430.00	100.00 %
	Revenue Total:	**829,506.00**	**829,506.00**	**0.00**	**0.00**	**-829,506.00**	**100.00%**
	Fund: 204 - MEASURE M Total:	**829,506.00**	**829,506.00**	**0.00**	**0.00**	**-829,506.00**	**100.00%**
Fund: 205 - SB1-RMRA							
Revenue							
205-34010	INVESTMENT EARNINGS	4,670.00	4,670.00	0.00	0.00	-4,670.00	100.00 %
205-35095	SB1-RMRA	1,135,470.00	1,135,470.00	0.00	0.00	-1,135,470.00	100.00 %
	Revenue Total:	**1,140,140.00**	**1,140,140.00**	**0.00**	**0.00**	**-1,140,140.00**	**100.00%**
	Fund: 205 - SB1-RMRA Total:	**1,140,140.00**	**1,140,140.00**	**0.00**	**0.00**	**-1,140,140.00**	**100.00%**
Fund: 215 - PUBLIC SAFETY GRANTS							
Revenue							
215-34010	INVESTMENT EARNINGS	1,620.00	1,620.00	0.00	0.00	-1,620.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
215-35616	SLESF	175,000.00	175,000.00	0.00	0.00	-175,000.00	100.00 %
	Revenue Total:	**176,620.00**	**176,620.00**	**0.00**	**0.00**	**-176,620.00**	**100.00%**
	Fund: 215 - PUBLIC SAFETY GRANTS Total:	**176,620.00**	**176,620.00**	**0.00**	**0.00**	**-176,620.00**	**100.00%**
Fund: 221 - AQMD AIR QUALITY (AB2766)							
Revenue							
221-34010	INVESTMENT EARNINGS	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
221-35621	AB2766-AIR QUALITY MGMT DIST	65,000.00	65,000.00	0.00	0.00	-65,000.00	100.00 %
	Revenue Total:	**70,000.00**	**70,000.00**	**0.00**	**0.00**	**-70,000.00**	**100.00%**
	Fund: 221 - AQMD AIR QUALITY (AB2766) Total:	**70,000.00**	**70,000.00**	**0.00**	**0.00**	**-70,000.00**	**100.00%**
Fund: 225 - INTEGRATED WASTE MGMT FD							
Revenue							
225-34010	INVESTMENT EARNINGS	45.00	45.00	0.00	0.00	-45.00	100.00 %
225-35625	BEVERAGE CONTAINER RECYCLING	12,880.00	12,880.00	0.00	0.00	-12,880.00	100.00 %
	Revenue Total:	**12,925.00**	**12,925.00**	**0.00**	**0.00**	**-12,925.00**	**100.00%**
	Fund: 225 - INTEGRATED WASTE MGMT FD Total:	**12,925.00**	**12,925.00**	**0.00**	**0.00**	**-12,925.00**	**100.00%**
Fund: 231 - OTHER GRANTS							
Revenue							
231-34010	INVESTMENT EARNINGS	405.00	405.00	0.00	0.00	-405.00	100.00 %
231-35230	STATE GRANTS	75,000.00	75,000.00	0.00	0.00	-75,000.00	100.00 %
	Revenue Total:	**75,405.00**	**75,405.00**	**0.00**	**0.00**	**-75,405.00**	**100.00%**
	Fund: 231 - OTHER GRANTS Total:	**75,405.00**	**75,405.00**	**0.00**	**0.00**	**-75,405.00**	**100.00%**
Fund: 241 - TECHNOLOGY FUND							
Revenue							
241-31330	FRANCHISE-PEG FEE	108,000.00	108,000.00	0.00	0.00	-108,000.00	100.00 %
241-34010	INVESTMENT EARNINGS	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
	Revenue Total:	**109,000.00**	**109,000.00**	**0.00**	**0.00**	**-109,000.00**	**100.00%**
	Fund: 241 - TECHNOLOGY FUND Total:	**109,000.00**	**109,000.00**	**0.00**	**0.00**	**-109,000.00**	**100.00%**
Fund: 251 - FEDERAL GRANTS							
Revenue							
251-35430	FEDERAL GRANTS	3,375,345.72	3,375,345.72	0.00	0.00	-3,375,345.72	100.00 %
	Revenue Total:	**3,375,345.72**	**3,375,345.72**	**0.00**	**0.00**	**-3,375,345.72**	**100.00%**
	Fund: 251 - FEDERAL GRANTS Total:	**3,375,345.72**	**3,375,345.72**	**0.00**	**0.00**	**-3,375,345.72**	**100.00%**
Fund: 260 - CITY FAC.-CONF. CENTER							
Revenue							
260-37810	FOOD & BEVERAGE	549,352.00	549,352.00	0.00	0.00	-549,352.00	100.00 %
260-37820	BEVERAGE	307,881.00	307,881.00	0.00	0.00	-307,881.00	100.00 %
260-37830	PACKAGE REVENUE	913,506.00	913,506.00	0.00	0.00	-913,506.00	100.00 %
260-37831	RENTAL REVENUE	1.00	1.00	0.00	0.00	-1.00	100.00 %
260-37832	EQUIPMENT RENTAL REVENUE	143,060.00	143,060.00	0.00	0.00	-143,060.00	100.00 %
260-37836	MUSIC REVENUE	85,252.00	85,252.00	0.00	0.00	-85,252.00	100.00 %
260-37865	MISCELLANEOUS REVENUE	401,858.00	401,858.00	0.00	0.00	-401,858.00	100.00 %
	Revenue Total:	**2,400,910.00**	**2,400,910.00**	**0.00**	**0.00**	**-2,400,910.00**	**100.00%**
	Fund: 260 - CITY FAC.-CONF. CENTER Total:	**2,400,910.00**	**2,400,910.00**	**0.00**	**0.00**	**-2,400,910.00**	**100.00%**
Fund: 261 - CITY FAC.-AQUATIC CENTER							
Revenue							
261-37810	FOOD & BEVERAGE	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
261-37835	AQUATIC FEES	157,000.00	157,000.00	0.00	0.00	-157,000.00	100.00 %
261-37840	POOL USE FEES	13,000.00	13,000.00	0.00	0.00	-13,000.00	100.00 %
261-37845	AQUATIC CLASSES	750,000.00	750,000.00	0.00	0.00	-750,000.00	100.00 %
261-37860	MERCHANDISE	14,000.00	14,000.00	0.00	0.00	-14,000.00	100.00 %
261-39999	INTERFUND TRANSFERS	192,740.00	192,740.00	0.00	0.00	-192,740.00	100.00 %
	Revenue Total:	**1,136,740.00**	**1,136,740.00**	**0.00**	**0.00**	**-1,136,740.00**	**100.00%**
	Fund: 261 - CITY FAC.-AQUATIC CENTER Total:	**1,136,740.00**	**1,136,740.00**	**0.00**	**0.00**	**-1,136,740.00**	**100.00%**

Budget Report **For Fiscal: 2022-2023 Period Ending: 06/30/2023**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 311 - STREET IMPROVEMENTS							
Revenue							
311-39999	INTERFUND TRANSFERS	3,524,000.00	3,524,000.00	0.00	0.00	-3,524,000.00	100.00 %
	Revenue Total:	**3,524,000.00**	**3,524,000.00**	**0.00**	**0.00**	**-3,524,000.00**	**100.00%**
	Fund: 311 - STREET IMPROVEMENTS Total:	**3,524,000.00**	**3,524,000.00**	**0.00**	**0.00**	**-3,524,000.00**	**100.00%**
Fund: 331 - CAPITAL IMPROVEMENTS							
Revenue							
331-39999	INTERFUND TRANSFERS	411,000.00	411,000.00	0.00	0.00	-411,000.00	100.00 %
	Revenue Total:	**411,000.00**	**411,000.00**	**0.00**	**0.00**	**-411,000.00**	**100.00%**
	Fund: 331 - CAPITAL IMPROVEMENTS Total:	**411,000.00**	**411,000.00**	**0.00**	**0.00**	**-411,000.00**	**100.00%**
Fund: 332 - STORM WATER							
Revenue							
332-39999	INTERFUND TRANSFERS	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00 %
	Revenue Total:	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**-30,000.00**	**100.00%**
	Fund: 332 - STORM WATER Total:	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**-30,000.00**	**100.00%**
Fund: 411 - DEBT SERVICE							
Revenue							
411-39999	INTERFUND TRANSFERS	657,050.00	657,050.00	0.00	0.00	-657,050.00	100.00 %
	Revenue Total:	**657,050.00**	**657,050.00**	**0.00**	**0.00**	**-657,050.00**	**100.00%**
	Fund: 411 - DEBT SERVICE Total:	**657,050.00**	**657,050.00**	**0.00**	**0.00**	**-657,050.00**	**100.00%**
Fund: 731 - CFD 2005-01							
Revenue							
731-31080	CFD 2005-01 ASSESSMENTS	2,171,890.00	2,171,890.00	0.00	0.00	-2,171,890.00	100.00 %
731-34010	INVESTMENT EARNINGS	28,000.00	28,000.00	0.00	0.00	-28,000.00	100.00 %
	Revenue Total:	**2,199,890.00**	**2,199,890.00**	**0.00**	**0.00**	**-2,199,890.00**	**100.00%**
	Fund: 731 - CFD 2005-01 Total:	**2,199,890.00**	**2,199,890.00**	**0.00**	**0.00**	**-2,199,890.00**	**100.00%**
Fund: 741 - RENEWABLE FARMS							
Revenue							
741-37831	FARM RENTAL REVENUE	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00 %
	Revenue Total:	**300,000.00**	**300,000.00**	**0.00**	**0.00**	**-300,000.00**	**100.00%**
	Fund: 741 - RENEWABLE FARMS Total:	**300,000.00**	**300,000.00**	**0.00**	**0.00**	**-300,000.00**	**100.00%**
	Report Total:	**41,750,134.72**	**41,750,134.72**	**0.00**	**0.00**	**-41,750,134.72**	**100.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
101 - GENERAL FUND	22,813,462.00	22,813,462.00	0.00	0.00	-22,813,462.00	100.00%
102 - GEN. FD-CITY HALL	212,316.00	212,316.00	0.00	0.00	-212,316.00	100.00%
103 - GF-AV RECREATION SERVICE	813,200.00	813,200.00	0.00	0.00	-813,200.00	100.00%
202 - TRAFFIC CONGESTION RLF F	1,125.00	1,125.00	0.00	0.00	-1,125.00	100.00%
203 - GAS TAX	1,461,500.00	1,461,500.00	0.00	0.00	-1,461,500.00	100.00%
204 - MEASURE M	829,506.00	829,506.00	0.00	0.00	-829,506.00	100.00%
205 - SB1-RMRA	1,140,140.00	1,140,140.00	0.00	0.00	-1,140,140.00	100.00%
215 - PUBLIC SAFETY GRANTS	176,620.00	176,620.00	0.00	0.00	-176,620.00	100.00%
221 - AQMD AIR QUALITY (AB276	70,000.00	70,000.00	0.00	0.00	-70,000.00	100.00%
225 - INTEGRATED WASTE MGMT	12,925.00	12,925.00	0.00	0.00	-12,925.00	100.00%
231 - OTHER GRANTS	75,405.00	75,405.00	0.00	0.00	-75,405.00	100.00%
241 - TECHNOLOGY FUND	109,000.00	109,000.00	0.00	0.00	-109,000.00	100.00%
251 - FEDERAL GRANTS	3,375,345.72	3,375,345.72	0.00	0.00	-3,375,345.72	100.00%
260 - CITY FAC.-CONF. CENTER	2,400,910.00	2,400,910.00	0.00	0.00	-2,400,910.00	100.00%
261 - CITY FAC.-AQUATIC CENTER	1,136,740.00	1,136,740.00	0.00	0.00	-1,136,740.00	100.00%
311 - STREET IMPROVEMENTS	3,524,000.00	3,524,000.00	0.00	0.00	-3,524,000.00	100.00%
331 - CAPITAL IMPROVEMENTS	411,000.00	411,000.00	0.00	0.00	-411,000.00	100.00%
332 - STORM WATER	30,000.00	30,000.00	0.00	0.00	-30,000.00	100.00%
411 - DEBT SERVICE	657,050.00	657,050.00	0.00	0.00	-657,050.00	100.00%
731 - CFD 2005-01	2,199,890.00	2,199,890.00	0.00	0.00	-2,199,890.00	100.00%
741 - RENEWABLE FARMS	300,000.00	300,000.00	0.00	0.00	-300,000.00	100.00%
Report Total:	**41,750,134.72**	**41,750,134.72**	**0.00**	**0.00**	**-41,750,134.72**	**100.00%**

City of Aliso Viejo, CA

Budget Report
Account Summary
For Fiscal: 2022-2023 Period Ending: 06/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 101 - GENERAL FUND							
Department: 1101 - CITY COUNCIL							
101-4-1101-4103-000	CITY COUNCIL COMPENSATION	31,200.00	31,200.00	0.00	0.00	31,200.00	100.00 %
101-4-1101-4201-000	RETIREMENT	4,135.00	4,135.00	0.00	0.00	4,135.00	100.00 %
101-4-1101-4202-000	FICA/MEDICARE	2,405.00	2,405.00	0.00	0.00	2,405.00	100.00 %
101-4-1101-4203-000	STATE UNEMPMNT INS/CLAIMS	690.00	690.00	0.00	0.00	690.00	100.00 %
101-4-1101-4206-000	MEDICAL INSURANCE	38,975.00	38,975.00	0.00	0.00	38,975.00	100.00 %
101-4-1101-4207-000	DENTAL INSURANCE	3,630.00	3,630.00	0.00	0.00	3,630.00	100.00 %
101-4-1101-4208-000	VISION INSURANCE	475.00	475.00	0.00	0.00	475.00	100.00 %
101-4-1101-4224-000	DEFERRED COMPENSATION	91,425.00	91,425.00	0.00	0.00	91,425.00	100.00 %
101-4-1101-4501-000	ADVERTISING & PROMOTIONS	700.00	700.00	0.00	0.00	700.00	100.00 %
101-4-1101-4502-000	AWARDS & RECOGNITION	500.00	500.00	0.00	0.00	500.00	100.00 %
101-4-1101-4511-000	COMMUNICATION	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
101-4-1101-4514-000	COUNCIL EVENTS	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00 %
101-4-1101-4520-000	MTGS/CONF./TRNG & DEV.	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
101-4-1101-4521-000	MEMBERSHIP & DUES	125.00	125.00	0.00	0.00	125.00	100.00 %
101-4-1101-4601-000	SUPPLIES	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00 %
	Department: 1101 - CITY COUNCIL Total:	**204,760.00**	**204,760.00**	**0.00**	**0.00**	**204,760.00**	**100.00%**
Department: 1501 - CITY MANAGER							
101-4-1501-4101-000	REGULAR EMPLOYEES	541,200.00	541,200.00	0.00	0.00	541,200.00	100.00 %
101-4-1501-4104-000	OVERTIME PAY	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
101-4-1501-4201-000	RETIREMENT	89,060.00	89,060.00	0.00	0.00	89,060.00	100.00 %
101-4-1501-4202-000	FICA/MEDICARE	8,545.00	8,545.00	0.00	0.00	8,545.00	100.00 %
101-4-1501-4203-000	STATE UNEMPMNT INS/CLAIMS	530.00	530.00	0.00	0.00	530.00	100.00 %
101-4-1501-4206-000	MEDICAL INSURANCE	33,245.00	33,245.00	0.00	0.00	33,245.00	100.00 %
101-4-1501-4207-000	DENTAL INSURANCE	3,860.00	3,860.00	0.00	0.00	3,860.00	100.00 %
101-4-1501-4208-000	VISION INSURANCE	370.00	370.00	0.00	0.00	370.00	100.00 %
101-4-1501-4209-000	LIFE INSURANCE	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
101-4-1501-4224-000	DEFERRED COMPENSATION	53,710.00	53,710.00	0.00	0.00	53,710.00	100.00 %
101-4-1501-4225-000	VEHICLE/CELL	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
101-4-1501-4511-000	COMMUNICATION	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
101-4-1501-4520-000	MTGS/CONF./TRNG & DEV.	12,215.00	12,215.00	0.00	0.00	12,215.00	100.00 %
101-4-1501-4521-000	MEMBERSHIP & DUES	3,580.00	3,580.00	0.00	0.00	3,580.00	100.00 %
101-4-1501-4601-000	SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
101-4-1501-4611-000	PUBLICATIONS/REF MATERIAL	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00 %
	Department: 1501 - CITY MANAGER Total:	**773,715.00**	**773,715.00**	**0.00**	**0.00**	**773,715.00**	**100.00%**
Department: 1502 - ECONOMIC DEVELOPMENT							
101-4-1502-4302-000	ECONOMIC DEVELOPMENT MKTIN	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
101-4-1502-4520-000	MTGS/CONF./TRNG & DEV.	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
101-4-1502-4521-000	MEMBERSHIP & DUES	24,800.00	24,800.00	0.00	0.00	24,800.00	100.00 %
101-4-1502-4781-000	C.S-OTHER	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %
	Department: 1502 - ECONOMIC DEVELOPMENT Total:	**466,800.00**	**466,800.00**	**0.00**	**0.00**	**466,800.00**	**100.00%**
Department: 1503 - HUMAN RESOURCES							
101-4-1503-4101-000	REGULAR EMPLOYEES	106,220.00	106,220.00	0.00	0.00	106,220.00	100.00 %
101-4-1503-4102-000	PART TIME WAGES	24,806.00	24,806.00	0.00	0.00	24,806.00	100.00 %
101-4-1503-4201-000	RETIREMENT	24,020.00	24,020.00	0.00	0.00	24,020.00	100.00 %
101-4-1503-4202-000	FICA/MEDICARE	1,895.00	1,895.00	0.00	0.00	1,895.00	100.00 %
101-4-1503-4203-000	STATE UNEMPMNT INS/CLAIMS	355.00	355.00	0.00	0.00	355.00	100.00 %
101-4-1503-4206-000	MEDICAL INSURANCE	7,055.00	7,055.00	0.00	0.00	7,055.00	100.00 %
101-4-1503-4207-000	DENTAL INSURANCE	585.00	585.00	0.00	0.00	585.00	100.00 %
101-4-1503-4208-000	VISION INSURANCE	115.00	115.00	0.00	0.00	115.00	100.00 %

Budget Report **For Fiscal: 2022-2023 Period Ending: 06/30/2023**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
101-4-1503-4209-000	LIFE INSURANCE	850.00	850.00	0.00	0.00	850.00	100.00 %
101-4-1503-4224-000	DEFERRED COMPENSATION	19,135.00	19,135.00	0.00	0.00	19,135.00	100.00 %
101-4-1503-4225-000	VEHICLE/CELL	900.00	900.00	0.00	0.00	900.00	100.00 %
101-4-1503-4309-000	OTHER CONTRACTUAL SERVICES	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
101-4-1503-4520-000	MTGS/CONF./TRNG & DEV.	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00 %
101-4-1503-4521-000	MEMBERSHIP & DUES	1,050.00	1,050.00	0.00	0.00	1,050.00	100.00 %
101-4-1503-4601-000	SUPPLIES	800.00	800.00	0.00	0.00	800.00	100.00 %
101-4-1503-4612-000	OPERATING SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
	Department: 1503 - HUMAN RESOURCES Total:	**223,786.00**	**223,786.00**	**0.00**	**0.00**	**223,786.00**	**100.00%**
Department: 1601 - CITY CLERK							
101-4-1601-4101-000	REGULAR EMPLOYEES	243,000.00	243,000.00	0.00	0.00	243,000.00	100.00 %
101-4-1601-4102-000	PART TIME WAGES	23,292.00	23,292.00	0.00	0.00	23,292.00	100.00 %
101-4-1601-4104-000	OVERTIME PAY	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
101-4-1601-4201-000	RETIREMENT	56,688.00	56,688.00	0.00	0.00	56,688.00	100.00 %
101-4-1601-4202-000	FICA/MEDICARE	4,560.00	4,560.00	0.00	0.00	4,560.00	100.00 %
101-4-1601-4203-000	STATE UNEMPMNT INS/CLAIMS	530.00	530.00	0.00	0.00	530.00	100.00 %
101-4-1601-4206-000	MEDICAL INSURANCE	30,500.00	30,500.00	0.00	0.00	30,500.00	100.00 %
101-4-1601-4207-000	DENTAL INSURANCE	3,330.00	3,330.00	0.00	0.00	3,330.00	100.00 %
101-4-1601-4208-000	VISION INSURANCE	470.00	470.00	0.00	0.00	470.00	100.00 %
101-4-1601-4209-000	LIFE INSURANCE	1,400.00	1,400.00	0.00	0.00	1,400.00	100.00 %
101-4-1601-4224-000	DEFERRED COMPENSATION	19,475.00	19,475.00	0.00	0.00	19,475.00	100.00 %
101-4-1601-4225-000	VEHICLE/CELL	900.00	900.00	0.00	0.00	900.00	100.00 %
101-4-1601-4303-000	LEGAL NOTICES	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
101-4-1601-4305-000	TECHNOLOGY SERVICES	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
101-4-1601-4309-000	OTHER CONTRACTUAL SERVICES	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
101-4-1601-4502-000	AWARDS & RECOGNITION	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
101-4-1601-4520-000	MTGS/CONF./TRNG & DEV.	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
101-4-1601-4521-000	MEMBERSHIP & DUES	1,320.00	1,320.00	0.00	0.00	1,320.00	100.00 %
101-4-1601-4525-000	ELECTION	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00 %
101-4-1601-4601-000	SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
101-4-1601-4611-000	PUBLICATIONS/REF MATERIAL	300.00	300.00	0.00	0.00	300.00	100.00 %
101-4-1601-4734-000	CODIFICATION	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
	Department: 1601 - CITY CLERK Total:	**532,765.00**	**532,765.00**	**0.00**	**0.00**	**532,765.00**	**100.00%**
Department: 2101 - CITY ATTORNEY							
101-4-2101-4304-000	LEGAL SERVICES	306,000.00	306,000.00	0.00	0.00	306,000.00	100.00 %
101-4-2101-4532-000	SPECIAL PROJECTS	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
101-4-2101-4701-000	NPDES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
101-4-2101-4731-000	GENERAL PLAN	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
101-4-2101-4733-000	ZONING CODE	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
101-4-2101-4734-000	CODIFICATION	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
101-4-2101-4735-000	LITIGATION	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
	Department: 2101 - CITY ATTORNEY Total:	**465,000.00**	**465,000.00**	**0.00**	**0.00**	**465,000.00**	**100.00%**
Department: 2501 - FINANCE							
101-4-2501-4101-000	REGULAR EMPLOYEES	511,900.00	511,900.00	0.00	0.00	511,900.00	100.00 %
101-4-2501-4102-000	PART TIME WAGES	10,150.00	10,150.00	0.00	0.00	10,150.00	100.00 %
101-4-2501-4104-000	OVERTIME PAY	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
101-4-2501-4201-000	RETIREMENT	89,260.00	89,260.00	0.00	0.00	89,260.00	100.00 %
101-4-2501-4202-000	FICA/MEDICARE	8,960.00	8,960.00	0.00	0.00	8,960.00	100.00 %
101-4-2501-4203-000	STATE UNEMPMNT INS/CLAIMS	880.00	880.00	0.00	0.00	880.00	100.00 %
101-4-2501-4206-000	MEDICAL INSURANCE	38,975.00	38,975.00	0.00	0.00	38,975.00	100.00 %
101-4-2501-4207-000	DENTAL INSURANCE	2,505.00	2,505.00	0.00	0.00	2,505.00	100.00 %
101-4-2501-4208-000	VISION INSURANCE	400.00	400.00	0.00	0.00	400.00	100.00 %
101-4-2501-4209-000	LIFE INSURANCE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
101-4-2501-4224-000	DEFERRED COMPENSATION	65,665.00	65,665.00	0.00	0.00	65,665.00	100.00 %
101-4-2501-4225-000	VEHICLE/CELL	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
101-4-2501-4301-000	PROFESSIONAL SERVICES	150,260.00	150,260.00	0.00	0.00	150,260.00	100.00 %
101-4-2501-4305-000	TECHNOLOGY SERVICES	26,510.00	26,510.00	0.00	0.00	26,510.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
101-4-2501-4309-000	OTHER CONTRACTUAL SERVICES	22,050.00	22,050.00	0.00	0.00	22,050.00	100.00 %
101-4-2501-4512-000	POSTAGE	250.00	250.00	0.00	0.00	250.00	100.00 %
101-4-2501-4513-000	PRINTING	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
101-4-2501-4520-000	MTGS/CONF./TRNG & DEV.	6,960.00	6,960.00	0.00	0.00	6,960.00	100.00 %
101-4-2501-4521-000	MEMBERSHIP & DUES	1,370.00	1,370.00	0.00	0.00	1,370.00	100.00 %
101-4-2501-4601-000	SUPPLIES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
101-4-2501-4611-000	PUBLICATIONS/REF MATERIAL	895.00	895.00	0.00	0.00	895.00	100.00 %
101-4-2501-4620-000	MINOR EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
	Department: 2501 - FINANCE Total:	**949,790.00**	**949,790.00**	**0.00**	**0.00**	**949,790.00**	**100.00%**
Department: 3101 - INFORMATION TECHNOLOGY							
101-4-3101-4101-000	REGULAR EMPLOYEES	345,600.00	345,600.00	0.00	0.00	345,600.00	100.00 %
101-4-3101-4201-000	RETIREMENT	51,310.00	51,310.00	0.00	0.00	51,310.00	100.00 %
101-4-3101-4202-000	FICA/MEDICARE	6,056.00	6,056.00	0.00	0.00	6,056.00	100.00 %
101-4-3101-4203-000	STATE UNEMPMNT INS/CLAIMS	530.00	530.00	0.00	0.00	530.00	100.00 %
101-4-3101-4206-000	MEDICAL INSURANCE	45,130.00	45,130.00	0.00	0.00	45,130.00	100.00 %
101-4-3101-4207-000	DENTAL INSURANCE	4,330.00	4,330.00	0.00	0.00	4,330.00	100.00 %
101-4-3101-4208-000	VISION INSURANCE	600.00	600.00	0.00	0.00	600.00	100.00 %
101-4-3101-4209-000	LIFE INSURANCE	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
101-4-3101-4224-000	DEFERRED COMPENSATION	30,590.00	30,590.00	0.00	0.00	30,590.00	100.00 %
101-4-3101-4225-000	VEHICLE/CELL	2,700.00	2,700.00	0.00	0.00	2,700.00	100.00 %
101-4-3101-4301-000	PROFESSIONAL SERVICES	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
101-4-3101-4305-000	TECHNOLOGY SERVICES	134,050.00	134,050.00	0.00	0.00	134,050.00	100.00 %
101-4-3101-4481-000	COMPUTER EXPENSE	354,428.00	354,428.00	0.00	0.00	354,428.00	100.00 %
101-4-3101-4520-000	MTGS/CONF./TRNG & DEV	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
101-4-3101-4521-000	MEMBERSHIP AND DUES	1,060.00	1,060.00	0.00	0.00	1,060.00	100.00 %
101-4-3101-4601-000	SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
101-4-3101-4611-000	PUBLICATIONS/REF MATERIAL	500.00	500.00	0.00	0.00	500.00	100.00 %
101-4-3101-4612-000	OPERATING SUPPLIES	250.00	250.00	0.00	0.00	250.00	100.00 %
101-4-3101-4620-000	MINOR EQUIPMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
	Department: 3101 - INFORMATION TECHNOLOGY Total:	**1,033,734.00**	**1,033,734.00**	**0.00**	**0.00**	**1,033,734.00**	**100.00%**
Department: 3501 - NON-DEPARTMENTAL							
101-4-3501-4301-000	PROFESSIONAL SERVICES	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
101-4-3501-4306-000	WEBSITE SERVICES	11,140.00	11,140.00	0.00	0.00	11,140.00	100.00 %
101-4-3501-4421-000	EQUIPMENT RENTAL	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
101-4-3501-4431-000	BUILDING & GROUND MAINTENAN	52,660.00	52,660.00	0.00	0.00	52,660.00	100.00 %
101-4-3501-4471-000	RENT	15,360.00	15,360.00	0.00	0.00	15,360.00	100.00 %
101-4-3501-4512-000	POSTAGE	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
101-4-3501-4513-000	PRINTING	10,120.00	10,120.00	0.00	0.00	10,120.00	100.00 %
101-4-3501-4516-000	FUEL	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
101-4-3501-4517-000	VEHICLE MAINTENANCE	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
101-4-3501-4521-000	MEMBERSHIP & DUES	60,870.00	60,870.00	0.00	0.00	60,870.00	100.00 %
101-4-3501-4522-000	INSURANCE EXPENSES	293,500.00	293,500.00	0.00	0.00	293,500.00	100.00 %
101-4-3501-4553-000	COMMUNITY BRANDING	55,690.00	55,690.00	0.00	0.00	55,690.00	100.00 %
101-4-3501-4601-000	SUPPLIES	16,800.00	16,800.00	0.00	0.00	16,800.00	100.00 %
101-4-3501-4612-000	OPERATING SUPPLIES	17,780.00	17,780.00	0.00	0.00	17,780.00	100.00 %
101-4-3501-4620-000	MINOR EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
	Department: 3501 - NON-DEPARTMENTAL Total:	**598,920.00**	**598,920.00**	**0.00**	**0.00**	**598,920.00**	**100.00%**
Department: 4101 - C. S. ADMINISTRATION							
101-4-4101-4501-000	ADVERTISING & PROMOTIONS	212,991.00	212,991.00	0.00	0.00	212,991.00	100.00 %
101-4-4101-4520-000	MTGS/CONF./TRNG & DEV.	19,395.00	19,395.00	0.00	0.00	19,395.00	100.00 %
101-4-4101-4521-000	MEMBERSHIP & DUES	3,325.00	3,325.00	0.00	0.00	3,325.00	100.00 %
101-4-4101-4522-000	INSURANCE EXPENSES	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00 %
101-4-4101-4524-000	RECREATION-SENIOR TRANSPORTA	5,993.00	5,993.00	0.00	0.00	5,993.00	100.00 %
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	129,860.00	129,860.00	0.00	0.00	129,860.00	100.00 %
101-4-4101-4528-000	REC-PARTNER EVENTS	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
101-4-4101-4529-000	REC-YOUTH PROGRAMS	31,000.00	31,000.00	0.00	0.00	31,000.00	100.00 %
101-4-4101-4530-000	COMMUNITY GRANTS	13,690.00	13,690.00	0.00	0.00	13,690.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
101-4-4101-4531-000	COMMUNITY OUTREACH	15,225.00	15,225.00	0.00	0.00	15,225.00	100.00 %
101-4-4101-4532-000	SPECIAL PROJECTS	12,500.00	12,500.00	0.00	0.00	12,500.00	100.00 %
101-4-4101-4533-000	COMMUNITY ASSISTANCE GRANTS	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00 %
101-4-4101-4601-000	SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
Department: 4101 - C. S. ADMINISTRATION Total:		**474,379.00**	**474,379.00**	**0.00**	**0.00**	**474,379.00**	**100.00%**
Department: 4102 - IGLESIA PARK							
101-4-4102-4411-000	UTILITIES	24,500.00	24,500.00	0.00	0.00	24,500.00	100.00 %
101-4-4102-4431-000	BUILDING & GROUND MAINTENAN	154,249.00	154,249.00	0.00	0.00	154,249.00	100.00 %
101-4-4102-4461-000	OTHER EQUIPMENT MAINTENANC	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
Department: 4102 - IGLESIA PARK Total:		**184,249.00**	**184,249.00**	**0.00**	**0.00**	**184,249.00**	**100.00%**
Department: 4103 - IGLESIA BUILDING							
101-4-4103-4309-000	OTHER CONTRACTUAL SERVICES	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
101-4-4103-4411-000	UTILITIES	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
101-4-4103-4431-000	BUILDING & GROUND MAINTENAN	34,045.00	34,045.00	0.00	0.00	34,045.00	100.00 %
Department: 4103 - IGLESIA BUILDING Total:		**53,845.00**	**53,845.00**	**0.00**	**0.00**	**53,845.00**	**100.00%**
Department: 4104 - IGLESIA PARK COMMUNITY CENTER							
101-4-4104-4529-000	REC-YOUTH PROGRAMS	177,500.00	177,500.00	0.00	0.00	177,500.00	100.00 %
Department: 4104 - IGLESIA PARK COMMUNITY CENTER Total:		**177,500.00**	**177,500.00**	**0.00**	**0.00**	**177,500.00**	**100.00%**
Department: 4401 - PLANNING							
101-4-4401-4101-000	REGULAR EMPLOYEES	538,455.00	538,455.00	0.00	0.00	538,455.00	100.00 %
101-4-4401-4102-000	PART TIME WAGES	28,039.00	28,039.00	0.00	0.00	28,039.00	100.00 %
101-4-4401-4201-000	RETIREMENT	96,335.00	96,335.00	0.00	0.00	96,335.00	100.00 %
101-4-4401-4202-000	FICA/MEDICARE	9,595.00	9,595.00	0.00	0.00	9,595.00	100.00 %
101-4-4401-4203-000	STATE UNEMPMNT INS/CLAIMS	1,060.00	1,060.00	0.00	0.00	1,060.00	100.00 %
101-4-4401-4206-000	MEDICAL INSURANCE	80,501.00	80,501.00	0.00	0.00	80,501.00	100.00 %
101-4-4401-4207-000	DENTAL INSURANCE	6,465.00	6,465.00	0.00	0.00	6,465.00	100.00 %
101-4-4401-4208-000	VISION INSURANCE	435.00	435.00	0.00	0.00	435.00	100.00 %
101-4-4401-4209-000	LIFE INSURANCE	2,700.00	2,700.00	0.00	0.00	2,700.00	100.00 %
101-4-4401-4224-000	DEFERRED COMPENSATION	20,195.00	20,195.00	0.00	0.00	20,195.00	100.00 %
101-4-4401-4225-000	VEHICLE/CELL	900.00	900.00	0.00	0.00	900.00	100.00 %
101-4-4401-4309-000	OTHER CONTRACTUAL SERVICES	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
101-4-4401-4513-000	PRINTING	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
101-4-4401-4520-000	MTGS/CONF./TRNG & DEV.	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
101-4-4401-4521-000	MEMBERSHIP & DUES	5,700.00	5,700.00	0.00	0.00	5,700.00	100.00 %
101-4-4401-4532-000	SPECIAL PROJECTS	190,000.00	190,000.00	0.00	0.00	190,000.00	100.00 %
101-4-4401-4601-000	SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
101-4-4401-4611-000	PUBLICATIONS/REF MATERIAL	200.00	200.00	0.00	0.00	200.00	100.00 %
101-4-4401-4612-000	OPERATING SUPPLIES	700.00	700.00	0.00	0.00	700.00	100.00 %
101-4-4401-4620-000	MINOR EQUIPMENT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
101-4-4401-4731-000	GENERAL PLAN	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
101-4-4401-4732-000	C.S-PLANNING	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
101-4-4401-4781-000	C.S-OTHER	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Department: 4401 - PLANNING Total:		**1,299,280.00**	**1,299,280.00**	**0.00**	**0.00**	**1,299,280.00**	**100.00%**
Department: 4402 - BUILDING							
101-4-4402-4101-000	REGULAR EMPLOYEES	85,170.00	85,170.00	0.00	0.00	85,170.00	100.00 %
101-4-4402-4201-000	RETIREMENT	6,405.00	6,405.00	0.00	0.00	6,405.00	100.00 %
101-4-4402-4202-000	FICA/MEDICARE	1,600.00	1,600.00	0.00	0.00	1,600.00	100.00 %
101-4-4402-4203-000	STATE UNEMPMNT INS/CLAIMS	180.00	180.00	0.00	0.00	180.00	100.00 %
101-4-4402-4206-000	MEDICAL INSURANCE	18,400.00	18,400.00	0.00	0.00	18,400.00	100.00 %
101-4-4402-4207-000	DENTAL INSURANCE	2,505.00	2,505.00	0.00	0.00	2,505.00	100.00 %
101-4-4402-4208-000	VISION INSURANCE	355.00	355.00	0.00	0.00	355.00	100.00 %
101-4-4402-4209-000	LIFE INSURANCE	420.00	420.00	0.00	0.00	420.00	100.00 %
101-4-4402-4224-000	DEFERRED COMPENSATION	5,685.00	5,685.00	0.00	0.00	5,685.00	100.00 %
101-4-4402-4513-000	PRINTING	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
101-4-4402-4520-000	MTGS/CONF./TRNG & DEV.	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
101-4-4402-4561-000	TAXES/FEES/PERMITS	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
101-4-4402-4601-000	SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
101-4-4402-4612-000	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
101-4-4402-4751-000	C.S-BUILDING	515,000.00	515,000.00	0.00	0.00	515,000.00	100.00 %
	Department: 4402 - BUILDING Total:	**671,220.00**	**671,220.00**	**0.00**	**0.00**	**671,220.00**	**100.00%**
Department: 4403 - CODE ENFORCEMENT							
101-4-4403-4612-000	OPERATING SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
101-4-4403-4781-000	C.S-OTHER	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
	Department: 4403 - CODE ENFORCEMENT Total:	**106,000.00**	**106,000.00**	**0.00**	**0.00**	**106,000.00**	**100.00%**
Department: 4501 - ENGINEERING (GENERAL)							
101-4-4501-4101-000	REGULAR EMPLOYEES	569,000.00	569,000.00	0.00	0.00	569,000.00	100.00 %
101-4-4501-4201-000	RETIREMENT	62,825.00	62,825.00	0.00	0.00	62,825.00	100.00 %
101-4-4501-4202-000	FICA/MEDICARE	9,615.00	9,615.00	0.00	0.00	9,615.00	100.00 %
101-4-4501-4203-000	STATE UNEMPMNT INS/CLAIMS	705.00	705.00	0.00	0.00	705.00	100.00 %
101-4-4501-4206-000	MEDICAL INSURANCE	75,125.00	75,125.00	0.00	0.00	75,125.00	100.00 %
101-4-4501-4207-000	DENTAL INSURANCE	5,265.00	5,265.00	0.00	0.00	5,265.00	100.00 %
101-4-4501-4208-000	VISION INSURANCE	670.00	670.00	0.00	0.00	670.00	100.00 %
101-4-4501-4209-000	LIFE INSURANCE	2,190.00	2,190.00	0.00	0.00	2,190.00	100.00 %
101-4-4501-4224-000	DEFERRED COMPENSATION	26,510.00	26,510.00	0.00	0.00	26,510.00	100.00 %
101-4-4501-4225-000	VEHICLE/CELL	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00 %
101-4-4501-4471-000	RENT	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
101-4-4501-4513-000	PRINTING	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
101-4-4501-4520-000	MTGS/CONF/TRNG & DEV	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00 %
101-4-4501-4521-000	MEMBERSHIP & DUES	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
101-4-4501-4562-000	PERMITS	214,750.00	214,750.00	0.00	0.00	214,750.00	100.00 %
101-4-4501-4601-000	SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
101-4-4501-4612-000	OPERATING SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
101-4-4501-4620-000	MINOR EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
101-4-4501-4701-000	NPDES	386,200.00	386,200.00	0.00	0.00	386,200.00	100.00 %
101-4-4501-4702-000	AB939-SOLID WASTE	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
101-4-4501-4736-000	C.S-MASTER PLANS	1.00	1.00	0.00	0.00	1.00	100.00 %
101-4-4501-4741-000	C.S-CITY ENGINEERING	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00 %
	Department: 4501 - ENGINEERING (GENERAL) Total:	**1,516,656.00**	**1,516,656.00**	**0.00**	**0.00**	**1,516,656.00**	**100.00%**
Department: 4503 - STREET MAINTENANCE							
101-4-4503-4771-000	C.S-STREET MAINTENANCE	433,700.00	433,700.00	0.00	0.00	433,700.00	100.00 %
	Department: 4503 - STREET MAINTENANCE Total:	**433,700.00**	**433,700.00**	**0.00**	**0.00**	**433,700.00**	**100.00%**
Department: 5101 - LAW ENFORCEMENT-CONTRACT							
101-4-5101-4308-000	LAW ENFORCEMENT	9,917,083.00	9,917,083.00	0.00	0.00	9,917,083.00	100.00 %
	Department: 5101 - LAW ENFORCEMENT-CONTRACT Total:	**9,917,083.00**	**9,917,083.00**	**0.00**	**0.00**	**9,917,083.00**	**100.00%**
Department: 5102 - LAW ENFORCEMENT-OTHER							
101-4-5102-4462-000	EQUIP MAINT-800MHZ MAINT/BAC	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
101-4-5102-4511-000	COMMUNICATION	600.00	600.00	0.00	0.00	600.00	100.00 %
101-4-5102-4516-000	FUEL	16,300.00	16,300.00	0.00	0.00	16,300.00	100.00 %
101-4-5102-4517-000	VEHICLE MAINTENANCE	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
101-4-5102-4520-000	MTGS/CONF./TRNG & DEV.	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
101-4-5102-4535-000	SPECIAL EVENTS	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
101-4-5102-4612-000	OPERATING SUPPLIES	5,725.00	5,725.00	0.00	0.00	5,725.00	100.00 %
101-4-5102-4613-000	TACTICAL GEAR	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
101-4-5102-4721-000	C.S-CROSSING GUARDS	209,732.00	209,732.00	0.00	0.00	209,732.00	100.00 %
101-4-5102-4803-000	PUBLIC SAFETY EQUIPMENT	32,130.00	32,130.00	0.00	0.00	32,130.00	100.00 %
	Department: 5102 - LAW ENFORCEMENT-OTHER Total:	**296,287.00**	**296,287.00**	**0.00**	**0.00**	**296,287.00**	**100.00%**
Department: 5103 - CRIME PREVENTION							
101-4-5103-4102-000	PART TIME WAGES	36,270.00	36,270.00	0.00	0.00	36,270.00	100.00 %
101-4-5103-4201-000	RETIREMENT	2,695.00	2,695.00	0.00	0.00	2,695.00	100.00 %
101-4-5103-4202-000	FICA/MEDICARE	525.00	525.00	0.00	0.00	525.00	100.00 %
101-4-5103-4203-000	STATE UNEMPMNT INS/CLAIMS	180.00	180.00	0.00	0.00	180.00	100.00 %
101-4-5103-4471-000	RENT	4,860.00	4,860.00	0.00	0.00	4,860.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
101-4-5103-4520-000	MTGS/CONF./TRNG & DEV.	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
101-4-5103-4612-000	OPERATING SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
Department: 5103 - CRIME PREVENTION Total:		**50,530.00**	**50,530.00**	**0.00**	**0.00**	**50,530.00**	**100.00%**
Department: 5301 - ANIMAL CONTROL							
101-4-5301-4722-000	C.S-ANIMAL CARE SERVICES	442,676.00	442,676.00	0.00	0.00	442,676.00	100.00 %
Department: 5301 - ANIMAL CONTROL Total:		**442,676.00**	**442,676.00**	**0.00**	**0.00**	**442,676.00**	**100.00%**
Department: 5401 - EOC							
101-4-5401-4471-000	RENT	2,760.00	2,760.00	0.00	0.00	2,760.00	100.00 %
101-4-5401-4520-000	MTGS/CONF/TRNG & DEV	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
101-4-5401-4521-000	MEMBERSHIP & DUES	640.00	640.00	0.00	0.00	640.00	100.00 %
101-4-5401-4601-000	SUPPLIES	500.00	500.00	0.00	0.00	500.00	100.00 %
101-4-5401-4612-000	OPERATING SUPPLIES	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Department: 5401 - EOC Total:		**34,900.00**	**34,900.00**	**0.00**	**0.00**	**34,900.00**	**100.00%**
Department: 9501 - TRANSFERS OUT							
101-4-9501-4999-000	TRANSFERS OUT	1,290,790.00	1,290,790.00	0.00	0.00	1,290,790.00	100.00 %
Department: 9501 - TRANSFERS OUT Total:		**1,290,790.00**	**1,290,790.00**	**0.00**	**0.00**	**1,290,790.00**	**100.00%**
Fund: 101 - GENERAL FUND Total:		**22,198,365.00**	**22,198,365.00**	**0.00**	**0.00**	**22,198,365.00**	**100.00%**
Fund: 102 - GEN. FD-CITY HALL							
Department: 3501 - NON-DEPARTMENTAL							
102-4-3501-4301-000	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
102-4-3501-4411-000	UTILITIES	85,500.00	85,500.00	0.00	0.00	85,500.00	100.00 %
102-4-3501-4431-000	BUILDING & GROUND MAINTENAN	124,765.00	124,765.00	0.00	0.00	124,765.00	100.00 %
102-4-3501-4561-000	TAXES/FEES/PERMITS	600.00	600.00	0.00	0.00	600.00	100.00 %
Department: 3501 - NON-DEPARTMENTAL Total:		**215,865.00**	**215,865.00**	**0.00**	**0.00**	**215,865.00**	**100.00%**
Department: 8101 - GOVERNMENT BUILDINGS							
102-4-8101-5910-000	IMPROVEMENTS	5,001.00	5,001.00	0.00	0.00	5,001.00	100.00 %
Department: 8101 - GOVERNMENT BUILDINGS Total:		**5,001.00**	**5,001.00**	**0.00**	**0.00**	**5,001.00**	**100.00%**
Fund: 102 - GEN. FD-CITY HALL Total:		**220,866.00**	**220,866.00**	**0.00**	**0.00**	**220,866.00**	**100.00%**
Fund: 103 - GF-AV RECREATION SERVICES							
Department: 4105 - RECREATION SERVICES							
103-4-4105-4101-000	REGULAR EMPLOYEES	568,950.00	568,950.00	0.00	0.00	568,950.00	100.00 %
103-4-4105-4102-000	PART TIME WAGES	413,750.00	413,750.00	0.00	0.00	413,750.00	100.00 %
103-4-4105-4104-000	OVERTIME PAY	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
103-4-4105-4201-000	RETIREMENT	73,320.00	73,320.00	0.00	0.00	73,320.00	100.00 %
103-4-4105-4202-000	FICA/MEDICARE	16,760.00	16,760.00	0.00	0.00	16,760.00	100.00 %
103-4-4105-4203-000	STATE UNEMPMNT/CLAIMS	3,520.00	3,520.00	0.00	0.00	3,520.00	100.00 %
103-4-4105-4206-000	MEDICAL INSURANCE	82,470.00	82,470.00	0.00	0.00	82,470.00	100.00 %
103-4-4105-4207-000	DENTAL INSURANCE	5,465.00	5,465.00	0.00	0.00	5,465.00	100.00 %
103-4-4105-4208-000	VISION INSURANCE	415.00	415.00	0.00	0.00	415.00	100.00 %
103-4-4105-4209-000	LIFE INSURANCE	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
103-4-4105-4224-000	DEFERRED COMPENSATION	99,900.00	99,900.00	0.00	0.00	99,900.00	100.00 %
103-4-4105-4225-000	VEHICLE/CELL	2,700.00	2,700.00	0.00	0.00	2,700.00	100.00 %
103-4-4105-4305-000	TECHNOLOGY SERVICES	92,869.00	92,869.00	0.00	0.00	92,869.00	100.00 %
103-4-4105-4309-000	OTHER CONTRACTUAL SERVICES	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00 %
103-4-4105-4411-000	UTILITIES	57,000.00	57,000.00	0.00	0.00	57,000.00	100.00 %
103-4-4105-4431-000	BUILDING & GROUND MAINTENAN	215,200.00	215,200.00	0.00	0.00	215,200.00	100.00 %
103-4-4105-4451-000	FARM OPERATING EXPENDITURES	14,500.00	14,500.00	0.00	0.00	14,500.00	100.00 %
103-4-4105-4511-000	COMMUNICATION	3,240.00	3,240.00	0.00	0.00	3,240.00	100.00 %
103-4-4105-4536-000	SUMMER CAMP SCHOLARSHIPS	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
103-4-4105-4561-000	TAXES/FEES/PERMITS	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00 %
103-4-4105-4570-000	CITY CAMP EXPENSE	49,000.00	49,000.00	0.00	0.00	49,000.00	100.00 %
103-4-4105-4601-000	SUPPLIES	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
103-4-4105-4612-000	OPERATING SUPPLIES	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00 %
103-4-4105-4620-000	MINOR EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %

Budget Report **For Fiscal: 2022-2023 Period Ending: 06/30/2023**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 4105 - RECREATION SERVICES Total:		**2,015,959.00**	**2,015,959.00**	**0.00**	**0.00**	**2,015,959.00**	**100.00%**
Fund: 103 - GF-AV RECREATION SERVICES Total:		**2,015,959.00**	**2,015,959.00**	**0.00**	**0.00**	**2,015,959.00**	**100.00%**
Fund: 202 - TRAFFIC CONGESTION RLF FD							
Department: 9501 - TRANSFERS OUT							
202-4-9501-4999-000	TRANSFERS OUT	76,000.00	76,000.00	0.00	0.00	76,000.00	100.00 %
Department: 9501 - TRANSFERS OUT Total:		**76,000.00**	**76,000.00**	**0.00**	**0.00**	**76,000.00**	**100.00%**
Fund: 202 - TRAFFIC CONGESTION RLF FD Total:		**76,000.00**	**76,000.00**	**0.00**	**0.00**	**76,000.00**	**100.00%**
Fund: 203 - GAS TAX							
Department: 4502 - TRAFFIC ENGINEERING							
203-4-4502-4301-000	PROFESSIONAL SERVICES	218,000.00	218,000.00	0.00	0.00	218,000.00	100.00 %
Department: 4502 - TRAFFIC ENGINEERING Total:		**218,000.00**	**218,000.00**	**0.00**	**0.00**	**218,000.00**	**100.00%**
Department: 4503 - STREET MAINTENANCE							
203-4-4503-4411-000	UTILITIES	274,000.00	274,000.00	0.00	0.00	274,000.00	100.00 %
203-4-4503-4771-000	C.S-STREET MAINTENANCE	608,800.00	608,800.00	0.00	0.00	608,800.00	100.00 %
203-4-4503-4772-000	C.S-STREET SWEEPING	105,000.00	105,000.00	0.00	0.00	105,000.00	100.00 %
Department: 4503 - STREET MAINTENANCE Total:		**987,800.00**	**987,800.00**	**0.00**	**0.00**	**987,800.00**	**100.00%**
Department: 9501 - TRANSFERS OUT							
203-4-9501-4999-000	TRANSFERS OUT	177,000.00	177,000.00	0.00	0.00	177,000.00	100.00 %
Department: 9501 - TRANSFERS OUT Total:		**177,000.00**	**177,000.00**	**0.00**	**0.00**	**177,000.00**	**100.00%**
Fund: 203 - GAS TAX Total:		**1,382,800.00**	**1,382,800.00**	**0.00**	**0.00**	**1,382,800.00**	**100.00%**
Fund: 204 - MEASURE M							
Department: 6104 - GEN-MEASURE M							
204-4-6104-4309-000	OTHER CONTRACTUAL SERVICES	29,965.00	29,965.00	0.00	0.00	29,965.00	100.00 %
Department: 6104 - GEN-MEASURE M Total:		**29,965.00**	**29,965.00**	**0.00**	**0.00**	**29,965.00**	**100.00%**
Department: 9501 - TRANSFERS OUT							
204-4-9501-4999-000	TRANSFERS OUT	1,568,000.00	1,568,000.00	0.00	0.00	1,568,000.00	100.00 %
Department: 9501 - TRANSFERS OUT Total:		**1,568,000.00**	**1,568,000.00**	**0.00**	**0.00**	**1,568,000.00**	**100.00%**
Fund: 204 - MEASURE M Total:		**1,597,965.00**	**1,597,965.00**	**0.00**	**0.00**	**1,597,965.00**	**100.00%**
Fund: 205 - SB1-RMRA							
Department: 9501 - TRANSFERS OUT							
205-4-9501-4999-000	TRANSFERS OUT	1,703,000.00	1,703,000.00	0.00	0.00	1,703,000.00	100.00 %
Department: 9501 - TRANSFERS OUT Total:		**1,703,000.00**	**1,703,000.00**	**0.00**	**0.00**	**1,703,000.00**	**100.00%**
Fund: 205 - SB1-RMRA Total:		**1,703,000.00**	**1,703,000.00**	**0.00**	**0.00**	**1,703,000.00**	**100.00%**
Fund: 215 - PUBLIC SAFETY GRANTS							
Department: 5102 - LAW ENFORCEMENT-OTHER							
215-4-5102-4803-000	PUBLIC SAFETY EQUIPMENT	192,315.00	192,315.00	0.00	0.00	192,315.00	100.00 %
Department: 5102 - LAW ENFORCEMENT-OTHER Total:		**192,315.00**	**192,315.00**	**0.00**	**0.00**	**192,315.00**	**100.00%**
Fund: 215 - PUBLIC SAFETY GRANTS Total:		**192,315.00**	**192,315.00**	**0.00**	**0.00**	**192,315.00**	**100.00%**
Fund: 221 - AQMD AIR QUALITY (AB2766)							
Department: 6121 - GENERAL - AB2766							
221-4-6121-4803-000	PUBLIC SAFETY/ WORKS EQUIPME	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
Department: 6121 - GENERAL - AB2766 Total:		**100,000.00**	**100,000.00**	**0.00**	**0.00**	**100,000.00**	**100.00%**
Fund: 221 - AQMD AIR QUALITY (AB2766) Total:		**100,000.00**	**100,000.00**	**0.00**	**0.00**	**100,000.00**	**100.00%**
Fund: 225 - INTEGRATED WASTE MGMT FD							
Department: 6125 - GEN-BEV CONTAINER RECYCLE							
225-4-6125-4309-000	OTHER CONTRACTUAL SERVICES-BE	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
Department: 6125 - GEN-BEV CONTAINER RECYCLE Total:		**16,000.00**	**16,000.00**	**0.00**	**0.00**	**16,000.00**	**100.00%**
Fund: 225 - INTEGRATED WASTE MGMT FD Total:		**16,000.00**	**16,000.00**	**0.00**	**0.00**	**16,000.00**	**100.00%**

Budget Report **For Fiscal: 2022-2023 Period Ending: 06/30/2023**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 231 - OTHER GRANTS							
Department: 9501 - TRANSFERS OUT							
231-4-9501-4999-000	TRANSFERS OUT	1.00	1.00	0.00	0.00	1.00	100.00 %
Department: 9501 - TRANSFERS OUT Total:		**1.00**	**1.00**	**0.00**	**0.00**	**1.00**	**100.00%**
Fund: 231 - OTHER GRANTS Total:		**1.00**	**1.00**	**0.00**	**0.00**	**1.00**	**100.00%**
Fund: 241 - TECHNOLOGY FUND							
Department: 6141 - GEN-TECHNOLOGY GRANTS							
241-4-6141-4309-000	OTHER CONTRACTUAL SERVICES	16,680.00	16,680.00	0.00	0.00	16,680.00	100.00 %
241-4-6141-4481-000	IT/COMPUTER EQUIPMENT	53,500.00	53,500.00	0.00	0.00	53,500.00	100.00 %
241-4-6141-4620-000	MINOR EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Department: 6141 - GEN-TECHNOLOGY GRANTS Total:		**75,180.00**	**75,180.00**	**0.00**	**0.00**	**75,180.00**	**100.00%**
Fund: 241 - TECHNOLOGY FUND Total:		**75,180.00**	**75,180.00**	**0.00**	**0.00**	**75,180.00**	**100.00%**
Fund: 251 - FEDERAL GRANTS							
Department: 6151 - GEN-FEDERAL GRANT							
251-4-6151-4309-000	OTHER CONTRACTUAL SERVICES	54,400.00	54,400.00	0.00	0.00	54,400.00	100.00 %
251-4-6151-5920-000	ACQUISITION	186,924.00	186,924.00	0.00	0.00	186,924.00	100.00 %
Department: 6151 - GEN-FEDERAL GRANT Total:		**241,324.00**	**241,324.00**	**0.00**	**0.00**	**241,324.00**	**100.00%**
Department: 9501 - TRANSFERS OUT							
251-4-9501-4999-000	TRANSFERS OUT	2,839,053.00	2,839,053.00	0.00	0.00	2,839,053.00	100.00 %
Department: 9501 - TRANSFERS OUT Total:		**2,839,053.00**	**2,839,053.00**	**0.00**	**0.00**	**2,839,053.00**	**100.00%**
Fund: 251 - FEDERAL GRANTS Total:		**3,080,377.00**	**3,080,377.00**	**0.00**	**0.00**	**3,080,377.00**	**100.00%**
Fund: 260 - CITY FAC.-CONF. CENTER							
Department: 6160 - GEN-CONFERENCE CENTER							
260-4-6160-7101-000	P/R-SALARIES	101,427.00	101,427.00	0.00	0.00	101,427.00	100.00 %
260-4-6160-7102-000	P/R-WAGES	146,477.00	146,477.00	0.00	0.00	146,477.00	100.00 %
260-4-6160-7103-000	CONTRACT LABOR	243,652.00	243,652.00	0.00	0.00	243,652.00	100.00 %
260-4-6160-7201-000	P/R-BENEFITS	51,500.00	51,500.00	0.00	0.00	51,500.00	100.00 %
260-4-6160-7301-000	COST OF F&B	197,345.00	197,345.00	0.00	0.00	197,345.00	100.00 %
260-4-6160-7303-000	MISCELLANEOUS EXPENSE	29,398.00	29,398.00	0.00	0.00	29,398.00	100.00 %
260-4-6160-7304-000	MUSIC EXPENSE	71,187.00	71,187.00	0.00	0.00	71,187.00	100.00 %
260-4-6160-7305-000	EQUIPMENT RENTAL EXPENSE	120,290.00	120,290.00	0.00	0.00	120,290.00	100.00 %
260-4-6160-7306-000	PACKAGE EXPENSE	174,198.00	174,198.00	0.00	0.00	174,198.00	100.00 %
260-4-6160-7401-000	EQUIPMENT MAINTENANCE	27,912.00	27,912.00	0.00	0.00	27,912.00	100.00 %
260-4-6160-7402-000	COMPUTER EXPENSE	26,757.00	26,757.00	0.00	0.00	26,757.00	100.00 %
260-4-6160-7411-000	UTILITIES	124,944.00	124,944.00	0.00	0.00	124,944.00	100.00 %
260-4-6160-7421-000	BUILDING & GROUND MAINTENAN	76,646.00	76,646.00	0.00	0.00	76,646.00	100.00 %
260-4-6160-7431-000	SUPPLIES	65,222.00	65,222.00	0.00	0.00	65,222.00	100.00 %
260-4-6160-7432-000	MINOR EQUIPMENT	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00 %
260-4-6160-7441-000	MARKETING	97,316.00	97,316.00	0.00	0.00	97,316.00	100.00 %
260-4-6160-7445-000	FEES & PERMITS	52,169.00	52,169.00	0.00	0.00	52,169.00	100.00 %
260-4-6160-7451-000	MANAGEMENT FEES	410,136.00	410,136.00	0.00	0.00	410,136.00	100.00 %
Department: 6160 - GEN-CONFERENCE CENTER Total:		**2,030,576.00**	**2,030,576.00**	**0.00**	**0.00**	**2,030,576.00**	**100.00%**
Department: 9501 - TRANSFERS OUT							
260-4-9501-4999-999	TRANSFERS OUT	370,334.00	370,334.00	0.00	0.00	370,334.00	100.00 %
Department: 9501 - TRANSFERS OUT Total:		**370,334.00**	**370,334.00**	**0.00**	**0.00**	**370,334.00**	**100.00%**
Fund: 260 - CITY FAC.-CONF. CENTER Total:		**2,400,910.00**	**2,400,910.00**	**0.00**	**0.00**	**2,400,910.00**	**100.00%**
Fund: 261 - CITY FAC.-AQUATIC CENTER							
Department: 6161 - GEN-AQUATIC CENTER							
261-4-6161-7101-000	P/R-SALARIES	105,000.00	105,000.00	0.00	0.00	105,000.00	100.00 %
261-4-6161-7102-000	P/R-WAGES	414,000.00	414,000.00	0.00	0.00	414,000.00	100.00 %
261-4-6161-7201-000	P/R-BENEFITS	72,000.00	72,000.00	0.00	0.00	72,000.00	100.00 %
261-4-6161-7301-000	COST OF F&B	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
261-4-6161-7303-000	MISCELLANEOUS EXPENSE	-1.00	-1.00	0.00	0.00	-1.00	100.00 %
261-4-6161-7321-000	ANHS POOL RENTAL	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
261-4-6161-7322-000	CONTRACT INSTRUCTOR PAYMENT	1.00	1.00	0.00	0.00	1.00	100.00 %

Budget Report **For Fiscal: 2022-2023 Period Ending: 06/30/2023**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
261-4-6161-7401-000	EQUIPMENT MAINTENANCE	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
261-4-6161-7402-000	COMPUTER EXPENSE	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
261-4-6161-7411-000	UTILITIES	77,140.00	77,140.00	0.00	0.00	77,140.00	100.00 %
261-4-6161-7421-000	BUILDING & GROUND MAINTENAN	66,600.00	66,600.00	0.00	0.00	66,600.00	100.00 %
261-4-6161-7425-000	POOL MAINTENANCE	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00 %
261-4-6161-7431-000	SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
261-4-6161-7432-000	MINOR EQUIPMENT	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
261-4-6161-7433-000	OPERATING SUPPLIES	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
261-4-6161-7435-000	MERCHANDISE	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
261-4-6161-7440-000	METINGS/CONFERENCES/TRAININ	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
261-4-6161-7441-000	MARKETING	27,000.00	27,000.00	0.00	0.00	27,000.00	100.00 %
261-4-6161-7445-000	FEES & PERMITS	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
261-4-6161-7451-000	MANAGEMENT FEES	195,000.00	195,000.00	0.00	0.00	195,000.00	100.00 %
Department: 6161 - GEN-AQUATIC CENTER Total:		**1,136,740.00**	**1,136,740.00**	**0.00**	**0.00**	**1,136,740.00**	**100.00%**
Fund: 261 - CITY FAC.-AQUATIC CENTER Total:		**1,136,740.00**	**1,136,740.00**	**0.00**	**0.00**	**1,136,740.00**	**100.00%**
Fund: 311 - STREET IMPROVEMENTS							
Department: 8201 - TRAFFICE SAFETY							
311-4-8201-5701-000	CONSTRUCTION	244,000.00	244,000.00	0.00	0.00	244,000.00	100.00 %
Department: 8201 - TRAFFICE SAFETY Total:		**244,000.00**	**244,000.00**	**0.00**	**0.00**	**244,000.00**	**100.00%**
Department: 8301 - STREETS & HIGHWAYS							
311-4-8301-5501-000	DESIGN	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
311-4-8301-5601-000	CONSTRUCTION MANAGEMENT	130,000.00	130,000.00	0.00	0.00	130,000.00	100.00 %
311-4-8301-5701-000	CONSTRUCTION	2,800,000.00	2,800,000.00	0.00	0.00	2,800,000.00	100.00 %
311-4-8301-5901-000	PROJECT CONTINGENCY	280,000.00	280,000.00	0.00	0.00	280,000.00	100.00 %
Department: 8301 - STREETS & HIGHWAYS Total:		**3,280,000.00**	**3,280,000.00**	**0.00**	**0.00**	**3,280,000.00**	**100.00%**
Fund: 311 - STREET IMPROVEMENTS Total:		**3,524,000.00**	**3,524,000.00**	**0.00**	**0.00**	**3,524,000.00**	**100.00%**
Fund: 331 - CAPITAL IMPROVEMENTS							
Department: 8701 - CAPITAL IMPROVEMENTS							
331-4-8701-5501-000	DESIGN	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
331-4-8701-5910-000	IMPROVEMENTS	381,000.00	381,000.00	0.00	0.00	381,000.00	100.00 %
Department: 8701 - CAPITAL IMPROVEMENTS Total:		**411,000.00**	**411,000.00**	**0.00**	**0.00**	**411,000.00**	**100.00%**
Fund: 331 - CAPITAL IMPROVEMENTS Total:		**411,000.00**	**411,000.00**	**0.00**	**0.00**	**411,000.00**	**100.00%**
Fund: 332 - STORM WATER							
Department: 8601 - DRAINAGE IMPROVEMENTS							
332-4-8601-5911-000	REHABILITATION	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Department: 8601 - DRAINAGE IMPROVEMENTS Total:		**30,000.00**	**30,000.00**	**0.00**	**0.00**	**30,000.00**	**100.00%**
Fund: 332 - STORM WATER Total:		**30,000.00**	**30,000.00**	**0.00**	**0.00**	**30,000.00**	**100.00%**
Fund: 411 - DEBT SERVICE							
Department: 7101 - DEBT SERVICE							
411-4-7101-4541-000	PRINCIPAL PAYMENT	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00 %
411-4-7101-4542-000	INTEREST & FISCAL CHGS	417,050.00	417,050.00	0.00	0.00	417,050.00	100.00 %
Department: 7101 - DEBT SERVICE Total:		**657,050.00**	**657,050.00**	**0.00**	**0.00**	**657,050.00**	**100.00%**
Fund: 411 - DEBT SERVICE Total:		**657,050.00**	**657,050.00**	**0.00**	**0.00**	**657,050.00**	**100.00%**
Fund: 721 - COMMUNITY TRUST							
Department: 7501 - TRUST FUND							
721-4-7501-6102-000	SCHOLARSHIPS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Department: 7501 - TRUST FUND Total:		**5,000.00**	**5,000.00**	**0.00**	**0.00**	**5,000.00**	**100.00%**
Fund: 721 - COMMUNITY TRUST Total:		**5,000.00**	**5,000.00**	**0.00**	**0.00**	**5,000.00**	**100.00%**
Fund: 731 - CFD 2005-01							
Department: 7501 - TRUST FUND							
731-4-7501-4541-000	PRINCIPAL PAYMENT	780,000.00	780,000.00	0.00	0.00	780,000.00	100.00 %
731-4-7501-4542-000	INTEREST & FISCAL CHGS	1,419,890.00	1,419,890.00	0.00	0.00	1,419,890.00	100.00 %
Department: 7501 - TRUST FUND Total:		**2,199,890.00**	**2,199,890.00**	**0.00**	**0.00**	**2,199,890.00**	**100.00%**

Budget Report **For Fiscal: 2022-2023 Period Ending: 06/30/2023**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 731 - CFD 2005-01 Total:		**2,199,890.00**	**2,199,890.00**	**0.00**	**0.00**	**2,199,890.00**	**100.00%**
Fund: 741 - RENEWABLE FARMS							
Department: 4105 - RECREATION SERVICES							
741-4-4105-4451-000	AV FARM OPERATING EXPENSES	280,000.00	280,000.00	0.00	0.00	280,000.00	100.00 %
Department: 4105 - RECREATION SERVICES Total:		**280,000.00**	**280,000.00**	**0.00**	**0.00**	**280,000.00**	**100.00%**
Fund: 741 - RENEWABLE FARMS Total:		**280,000.00**	**280,000.00**	**0.00**	**0.00**	**280,000.00**	**100.00%**
Report Total:		**43,303,418.00**	**43,303,418.00**	**0.00**	**0.00**	**43,303,418.00**	**100.00%**

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 101 - GENERAL FUND						
1101 - CITY COUNCIL	204,760.00	204,760.00	0.00	0.00	204,760.00	100.00%
1501 - CITY MANAGER	773,715.00	773,715.00	0.00	0.00	773,715.00	100.00%
1502 - ECONOMIC DEVELOPMENT	466,800.00	466,800.00	0.00	0.00	466,800.00	100.00%
1503 - HUMAN RESOURCES	223,786.00	223,786.00	0.00	0.00	223,786.00	100.00%
1601 - CITY CLERK	532,765.00	532,765.00	0.00	0.00	532,765.00	100.00%
2101 - CITY ATTORNEY	465,000.00	465,000.00	0.00	0.00	465,000.00	100.00%
2501 - FINANCE	949,790.00	949,790.00	0.00	0.00	949,790.00	100.00%
3101 - INFORMATION TECHNOLOGY	1,033,734.00	1,033,734.00	0.00	0.00	1,033,734.00	100.00%
3501 - NON-DEPARTMENTAL	598,920.00	598,920.00	0.00	0.00	598,920.00	100.00%
4101 - C. S. ADMINISTRATION	474,379.00	474,379.00	0.00	0.00	474,379.00	100.00%
4102 - IGLESIA PARK	184,249.00	184,249.00	0.00	0.00	184,249.00	100.00%
4103 - IGLESIA BUILDING	53,845.00	53,845.00	0.00	0.00	53,845.00	100.00%
4104 - IGLESIA PARK COMMUNITY CENTER	177,500.00	177,500.00	0.00	0.00	177,500.00	100.00%
4401 - PLANNING	1,299,280.00	1,299,280.00	0.00	0.00	1,299,280.00	100.00%
4402 - BUILDING	671,220.00	671,220.00	0.00	0.00	671,220.00	100.00%
4403 - CODE ENFORCEMENT	106,000.00	106,000.00	0.00	0.00	106,000.00	100.00%
4501 - ENGINEERING (GENERAL)	1,516,656.00	1,516,656.00	0.00	0.00	1,516,656.00	100.00%
4503 - STREET MAINTENANCE	433,700.00	433,700.00	0.00	0.00	433,700.00	100.00%
5101 - LAW ENFORCEMENT-CONTRACT	9,917,083.00	9,917,083.00	0.00	0.00	9,917,083.00	100.00%
5102 - LAW ENFORCEMENT-OTHER	296,287.00	296,287.00	0.00	0.00	296,287.00	100.00%
5103 - CRIME PREVENTION	50,530.00	50,530.00	0.00	0.00	50,530.00	100.00%
5301 - ANIMAL CONTROL	442,676.00	442,676.00	0.00	0.00	442,676.00	100.00%
5401 - EOC	34,900.00	34,900.00	0.00	0.00	34,900.00	100.00%
9501 - TRANSFERS OUT	1,290,790.00	1,290,790.00	0.00	0.00	1,290,790.00	100.00%
Fund: 101 - GENERAL FUND Total:	**22,198,365.00**	**22,198,365.00**	**0.00**	**0.00**	**22,198,365.00**	**100.00%**
Fund: 102 - GEN. FD-CITY HALL						
3501 - NON-DEPARTMENTAL	215,865.00	215,865.00	0.00	0.00	215,865.00	100.00%
8101 - GOVERNMENT BUILDINGS	5,001.00	5,001.00	0.00	0.00	5,001.00	100.00%
Fund: 102 - GEN. FD-CITY HALL Total:	**220,866.00**	**220,866.00**	**0.00**	**0.00**	**220,866.00**	**100.00%**
Fund: 103 - GF-AV RECREATION SERVICES						
4105 - RECREATION SERVICES	2,015,959.00	2,015,959.00	0.00	0.00	2,015,959.00	100.00%
Fund: 103 - GF-AV RECREATION SERVICES Total:	**2,015,959.00**	**2,015,959.00**	**0.00**	**0.00**	**2,015,959.00**	**100.00%**
Fund: 202 - TRAFFIC CONGESTION RLF FD						
9501 - TRANSFERS OUT	76,000.00	76,000.00	0.00	0.00	76,000.00	100.00%
Fund: 202 - TRAFFIC CONGESTION RLF FD Total:	**76,000.00**	**76,000.00**	**0.00**	**0.00**	**76,000.00**	**100.00%**
Fund: 203 - GAS TAX						
4502 - TRAFFIC ENGINEERING	218,000.00	218,000.00	0.00	0.00	218,000.00	100.00%
4503 - STREET MAINTENANCE	987,800.00	987,800.00	0.00	0.00	987,800.00	100.00%
9501 - TRANSFERS OUT	177,000.00	177,000.00	0.00	0.00	177,000.00	100.00%
Fund: 203 - GAS TAX Total:	**1,382,800.00**	**1,382,800.00**	**0.00**	**0.00**	**1,382,800.00**	**100.00%**
Fund: 204 - MEASURE M						
6104 - GEN-MEASURE M	29,965.00	29,965.00	0.00	0.00	29,965.00	100.00%
9501 - TRANSFERS OUT	1,568,000.00	1,568,000.00	0.00	0.00	1,568,000.00	100.00%
Fund: 204 - MEASURE M Total:	**1,597,965.00**	**1,597,965.00**	**0.00**	**0.00**	**1,597,965.00**	**100.00%**
Fund: 205 - SB1-RMRA						
9501 - TRANSFERS OUT	1,703,000.00	1,703,000.00	0.00	0.00	1,703,000.00	100.00%
Fund: 205 - SB1-RMRA Total:	**1,703,000.00**	**1,703,000.00**	**0.00**	**0.00**	**1,703,000.00**	**100.00%**
Fund: 215 - PUBLIC SAFETY GRANTS						
5102 - LAW ENFORCEMENT-OTHER	192,315.00	192,315.00	0.00	0.00	192,315.00	100.00%
Fund: 215 - PUBLIC SAFETY GRANTS Total:	**192,315.00**	**192,315.00**	**0.00**	**0.00**	**192,315.00**	**100.00%**

Budget Report **For Fiscal: 2022-2023 Period Ending: 06/30/2023**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 221 - AQMD AIR QUALITY (AB2766)						
6121 - GENERAL - AB2766	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%
Fund: 221 - AQMD AIR QUALITY (AB2766) Total:	**100,000.00**	**100,000.00**	**0.00**	**0.00**	**100,000.00**	**100.00%**
Fund: 225 - INTEGRATED WASTE MGMT FD						
6125 - GEN-BEV CONTAINER RECYCLE	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%
Fund: 225 - INTEGRATED WASTE MGMT FD Total:	**16,000.00**	**16,000.00**	**0.00**	**0.00**	**16,000.00**	**100.00%**
Fund: 231 - OTHER GRANTS						
9501 - TRANSFERS OUT	1.00	1.00	0.00	0.00	1.00	100.00%
Fund: 231 - OTHER GRANTS Total:	**1.00**	**1.00**	**0.00**	**0.00**	**1.00**	**100.00%**
Fund: 241 - TECHNOLOGY FUND						
6141 - GEN-TECHNOLOGY GRANTS	75,180.00	75,180.00	0.00	0.00	75,180.00	100.00%
Fund: 241 - TECHNOLOGY FUND Total:	**75,180.00**	**75,180.00**	**0.00**	**0.00**	**75,180.00**	**100.00%**
Fund: 251 - FEDERAL GRANTS						
6151 - GEN-FEDERAL GRANT	241,324.00	241,324.00	0.00	0.00	241,324.00	100.00%
9501 - TRANSFERS OUT	2,839,053.00	2,839,053.00	0.00	0.00	2,839,053.00	100.00%
Fund: 251 - FEDERAL GRANTS Total:	**3,080,377.00**	**3,080,377.00**	**0.00**	**0.00**	**3,080,377.00**	**100.00%**
Fund: 260 - CITY FAC.-CONF. CENTER						
6160 - GEN-CONFERENCE CENTER	2,030,576.00	2,030,576.00	0.00	0.00	2,030,576.00	100.00%
9501 - TRANSFERS OUT	370,334.00	370,334.00	0.00	0.00	370,334.00	100.00%
Fund: 260 - CITY FAC.-CONF. CENTER Total:	**2,400,910.00**	**2,400,910.00**	**0.00**	**0.00**	**2,400,910.00**	**100.00%**
Fund: 261 - CITY FAC.-AQUATIC CENTER						
6161 - GEN-AQUATIC CENTER	1,136,740.00	1,136,740.00	0.00	0.00	1,136,740.00	100.00%
Fund: 261 - CITY FAC.-AQUATIC CENTER Total:	**1,136,740.00**	**1,136,740.00**	**0.00**	**0.00**	**1,136,740.00**	**100.00%**
Fund: 311 - STREET IMPROVEMENTS						
8201 - TRAFFICE SAFETY	244,000.00	244,000.00	0.00	0.00	244,000.00	100.00%
8301 - STREETS & HIGHWAYS	3,280,000.00	3,280,000.00	0.00	0.00	3,280,000.00	100.00%
Fund: 311 - STREET IMPROVEMENTS Total:	**3,524,000.00**	**3,524,000.00**	**0.00**	**0.00**	**3,524,000.00**	**100.00%**
Fund: 331 - CAPITAL IMPROVEMENTS						
8701 - CAPITAL IMPROVEMENTS	411,000.00	411,000.00	0.00	0.00	411,000.00	100.00%
Fund: 331 - CAPITAL IMPROVEMENTS Total:	**411,000.00**	**411,000.00**	**0.00**	**0.00**	**411,000.00**	**100.00%**
Fund: 332 - STORM WATER						
8601 - DRAINAGE IMPROVEMENTS	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%
Fund: 332 - STORM WATER Total:	**30,000.00**	**30,000.00**	**0.00**	**0.00**	**30,000.00**	**100.00%**
Fund: 411 - DEBT SERVICE						
7101 - DEBT SERVICE	657,050.00	657,050.00	0.00	0.00	657,050.00	100.00%
Fund: 411 - DEBT SERVICE Total:	**657,050.00**	**657,050.00**	**0.00**	**0.00**	**657,050.00**	**100.00%**
Fund: 721 - COMMUNITY TRUST						
7501 - TRUST FUND	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%
Fund: 721 - COMMUNITY TRUST Total:	**5,000.00**	**5,000.00**	**0.00**	**0.00**	**5,000.00**	**100.00%**
Fund: 731 - CFD 2005-01						
7501 - TRUST FUND	2,199,890.00	2,199,890.00	0.00	0.00	2,199,890.00	100.00%
Fund: 731 - CFD 2005-01 Total:	**2,199,890.00**	**2,199,890.00**	**0.00**	**0.00**	**2,199,890.00**	**100.00%**
Fund: 741 - RENEWABLE FARMS						
4105 - RECREATION SERVICES	280,000.00	280,000.00	0.00	0.00	280,000.00	100.00%
Fund: 741 - RENEWABLE FARMS Total:	**280,000.00**	**280,000.00**	**0.00**	**0.00**	**280,000.00**	**100.00%**
Report Total:	**43,303,418.00**	**43,303,418.00**	**0.00**	**0.00**	**43,303,418.00**	**100.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
101 - GENERAL FUND	22,198,365.00	22,198,365.00	0.00	0.00	22,198,365.00	100.00%
102 - GEN. FD-CITY HALL	220,866.00	220,866.00	0.00	0.00	220,866.00	100.00%
103 - GF-AV RECREATION SERVICE	2,015,959.00	2,015,959.00	0.00	0.00	2,015,959.00	100.00%
202 - TRAFFIC CONGESTION RLF F	76,000.00	76,000.00	0.00	0.00	76,000.00	100.00%
203 - GAS TAX	1,382,800.00	1,382,800.00	0.00	0.00	1,382,800.00	100.00%
204 - MEASURE M	1,597,965.00	1,597,965.00	0.00	0.00	1,597,965.00	100.00%
205 - SB1-RMRA	1,703,000.00	1,703,000.00	0.00	0.00	1,703,000.00	100.00%
215 - PUBLIC SAFETY GRANTS	192,315.00	192,315.00	0.00	0.00	192,315.00	100.00%
221 - AQMD AIR QUALITY (AB276	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%
225 - INTEGRATED WASTE MGMT	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%
231 - OTHER GRANTS	1.00	1.00	0.00	0.00	1.00	100.00%
241 - TECHNOLOGY FUND	75,180.00	75,180.00	0.00	0.00	75,180.00	100.00%
251 - FEDERAL GRANTS	3,080,377.00	3,080,377.00	0.00	0.00	3,080,377.00	100.00%
260 - CITY FAC.-CONF. CENTER	2,400,910.00	2,400,910.00	0.00	0.00	2,400,910.00	100.00%
261 - CITY FAC.-AQUATIC CENTER	1,136,740.00	1,136,740.00	0.00	0.00	1,136,740.00	100.00%
311 - STREET IMPROVEMENTS	3,524,000.00	3,524,000.00	0.00	0.00	3,524,000.00	100.00%
331 - CAPITAL IMPROVEMENTS	411,000.00	411,000.00	0.00	0.00	411,000.00	100.00%
332 - STORM WATER	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%
411 - DEBT SERVICE	657,050.00	657,050.00	0.00	0.00	657,050.00	100.00%
721 - COMMUNITY TRUST	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%
731 - CFD 2005-01	2,199,890.00	2,199,890.00	0.00	0.00	2,199,890.00	100.00%
741 - RENEWABLE FARMS	280,000.00	280,000.00	0.00	0.00	280,000.00	100.00%
Report Total:	**43,303,418.00**	**43,303,418.00**	**0.00**	**0.00**	**43,303,418.00**	**100.00%**

CITY OF ALISO VIEJO

CAPITAL IMPROVEMENT PLAN

FY 2022-23

Proj. #	Project Description	Total Cost	General Fund	TCRF	M2 Fairshare	Meas. M Comp.	Gas Tax	SB1	Federal Grants	State Grants/ Other	Technology Fund	Reimbursements From Other Govts	Beverage Container	Community Enhancement
	Traffic Management/Safety Projects (311-8201)													
122	Los Aliso RTSSP	14,000			14,000									
130	Aliso Creek Road RTSSP	230,000		76,000	154,000									
	Total	244,000	-	76,000	168,000	-	-	-	-	-	-	-	-	-

Proj. #	Project Description	Total Cost	General Fund	TCRF	M2 Fairshare	Meas. M Comp.	Gas Tax	SB1	Federal Grants	State Grants/ Other*	Technology Fund	Reimbursements From Other Govts	Beverage Container	Community Enhancement
	Street Improvement Projects (311-8301)													
136	Aliso Creek Rehab (Wolverine to Alicia)	1,633,000			-			1,633,000						
135	Slurry Seal - FY 22-23	1,577,000			1,400,000		177,000							
128	Enterprise Rehab Design - Aliso Creek to Aliso Viejo Pkwy	35,000						35,000						
134	Aliso Creek Rehab Design - Enterprise to SR73	35,000						35,000						
	Total	3,280,000	-	-	1,400,000	-	177,000	1,703,000	-	-	-	-	-	-

Proj. #	Project Description	Total Cost	General Fund	TCRF	M2 Fairshare	Meas. M Comp.	Gas Tax	SB1	Federal Grants	State Grants/ Other	Technology Fund	Reimbursements From Other Govts	Beverage Container	Community Enhancement
	Capital Improvements (331-8701)													
049	AV Ranch Public Works Projects	181,000	181,000											
049	*AV Ranch Re-Sod Turf Area*	*25,000*	*25,000*											
049	*AV Ranch Wood Seal Improvements*	*90,000*	*90,000*											
049	*AV Ranch Drainage Improvements*	*35,000*	*35,000*											
049	*AV Ranch Fiber between Ranch and Aliso Creek Rd*	*20,000*	*20,000*											
049	*AV Ranch Barn HVAC*	*6,000*	*6,000*											
049	*AV Ranch Farm Re-Sod Turf Area*	*5,000*	*5,000*											
057	City Hall Improvements	205,000	205,000											
057	*City Hall 2nd Floor Tenant Improvements*	*175,000*	*175,000*											
057	*City Hall Landscaping Improvements*	*30,000*	*30,000*											
111	AV Ctr Improvements	25,000	25,000											
111	*AV Ctr Square Lawn Artifiicial Turf*	*25,000*	*25,000*											
	Total	411,000	411,000	-	-	-	-	-	-	-	-	-	-	-

Proj. #	Project Description	Total Cost	General Fund	TCRF	M2 Fairshare	Meas. M Comp.	Gas Tax	SB1	Federal Grants	State Grants/ Other**	Technology Fund	Reimbursements From Other Govts	Beverage Container	Community Enhancement
	Stormwater Improvements (332-8601)													
030	Wetlands Monitoring Project	10,000	10,000											
091	Dairy Fork Wetland Project	20,000	20,000											
	Total	30,000	30,000	-	-	-	-	-	-	-	-	-	-	-
	GRAND TOTAL	**3,965,000**	**441,000**	**76,000**	**1,568,000**	**-**	**177,000**	**1,703,000**	**-**	**-**	**-**	**-**	**-**	**-**

CITY OF ALISO VIEJO
CAPITAL IMPROVEMENT PLAN
FY 2022-23

		Total	5101 Planning	5501 Design	5601 Const. Mgmt	5701 Construction	5702 Contra-Expense	5901 Contingency	5910 Improvements	5911 Rehabilitation
Transfer Detail										
Traffic Management/Safety Projects (311-4-8201)										
122	Los Aliso RTSSP	14,000				14,000				
130	Aliso Creek Road RTSSP	230,000				230,000				
	Total	244,000	-	-	-	244,000	-	-	-	-
Street Improvement Projects (311-4-8301)										
128	Enterprise Rehab Design - Aliso Creek to Aliso Viejo Parkway	35,000		35,000						
134	Aliso Creek Rehab Design - Enterprise to SR73	35,000		35,000						
135	Slurry Seal - FY 22-23	1,577,000			70,000	1,370,000		137,000		
136	Aliso Creek Rehab (Wolverine to Alicia)	1,633,000			60,000	1,430,000		143,000		
	Total	3,280,000	-	70,000	130,000	2,800,000	-	280,000	-	-
Capital Improvements (331-4-8701)										
049	AV Ranch Public Works Projects	181,000							181,000	
049	*AV Ranch Re-Sod Turf Area*	*25,000*							*25,000*	
049	*AV Ranch Wood Seal Improvements*	*90,000*							*90,000*	
049	*AV Ranch Drainage Improvements*	*35,000*							*35,000*	
049	*AV Ranch Fiber between Ranch and Aliso Creek Rd*	*20,000*							*20,000*	
049	*AV Ranch Barn HVAC*	*6,000*							*6,000*	
049	*AV Ranch Farm Re-Sod Turf Area*	*5,000*							*5,000*	
057	City Hall Improvements	205,000	-	30,000	-	-	-	-	175,000	-
057	*City Hall 2nd Floor Tenant Improvements*	*175,000*							*175,000*	
057	*City Hall Landscaping Improvements*	*30,000*		*30,000*						
111	AV Ctr Improvements	25,000							25,000	
111	*AV Ctr Square Lawn Artifiicial Turf*	*25,000*							*25,000*	
	Total	411,000	-	30,000	-	-	-	-	381,000	-
Stormwater Improvements (332-4-8601)										
030	Wetlands Monitoring Project	10,000	-	-	-	-		-	-	10,000
091	Dairy Fork Wetland Project	20,000	-	-	-	-		-	-	20,000
	Total	30,000	-	-	-	-	-	-	-	30,000
	GRAND TOTAL	**3,965,000**	**-**	**100,000**	**130,000**	**3,044,000**	**-**	**280,000**	**381,000**	**30,000**

RESOLUTION NO. 2022-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A SALARY SCHEDULE AND BENEFITS FOR CITY OF ALISO VIEJO EMPLOYEES

WHEREAS, on June 6, 2018 the City Council approved an updated Classification and Compensation Plan which included adjusting salary ranges on July 1st of each year based on the Annual Consumer Price Index, Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach-Anaheim ("CPI"); and

WHEREAS, the change in the Annual CPI was 4.3% in 2021; and

WHEREAS, on June 1, 2022, Council considered and approved a 4.3% cost-of-living adjustment that was to be effective July 1, 2022;

WHEREAS, a new position titled, Streets Supervisor, shall be created to meet the service needs of the community.

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

Section 1. Effective July 1, 2022, salary ranges and base salaries for all full-time classifications, shall be increased by a cost-of-living adjustment of 4.3% as contained in Exhibit A, Salary Schedule.

Section 2. Effective July 1, 2022, the position of Streets Supervisor shall be created and included in the Salary Schedule (Exhibit A) and the position shall be paid a cell phone allowance in the amount of $75 per month.

PASSED, APPROVED AND ADOPTED this 15th day of June 2022.

Ross Chun
Mayor

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

ATTEST:

Mitzi Ortiz, MMC
City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 15th day of June, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

Exhibit A

City of Aliso Viejo
Salary Schedule
Effective July 1, 2022

Full-Time Classifications	Annual Range Minimum	Annual Control Point	Annual Range Maximum
Accountant	$70,327	$80,586	$96,702
Accountant/Payroll	$66,978	$76,748	$92,098
Accounting Technician	$50,322	$57,662	$69,195
Accounting Supervisor	$96,698	$110,803	$132,959
Administrative Secretary	$54,227	$67,306	$80,767
Assistant Planner	$66,097	$75,738	$90,886
Associate Engineer	$90,398	$103,585	$124,302
Associate Planner	$77,555	$88,867	$106,641
City Clerk	$118,338	$135,596	$162,715
City Manager (Contract)			$313,585
Director of Administrative Services	$154,566	$181,635	$217,963
Director of Community Development	$154,566	$181,635	$217,963
Director of Financial Services/City Treasurer	$154,566	$181,635	$217,963
Director of Government Services	$154,566	$181,635	$217,963
Director of Public Works	$154,566	$181,635	$217,963
Director of Recreation and Community Services	$154,566	$181,635	$217,963
Executive Assistant	$66,882	$76,638	$91,965
Facilities Supervisor	$79,339	$90,910	$109,092
Financial Analyst	$70,327	$80,586	$96,702
Financial Services Manager	$112,514	$128,926	$154,711
Human Resources Analyst	$79,339	$90,910	$109,092
IT Analyst	$61,509	$70,489	$84,587
IT Manager	$115,488	$136,661	$163,993
Junior Accountant	$60,889	$69,772	$83,726
Management Analyst	$72,577	$83,165	$99,797
Office Assistant	$41,364	$47,397	$56,877
Office Specialist	$45,500	$55,643	$66,771
Permit Technician	$60,217	$69,190	$83,028
Planning Technician	$55,720	$63,847	$76,616
Recreation Coordinator	$64,194	$73,558	$88,270
Recreation and Community Services Manager	$107,137	$122,765	$147,317
Recreation and Community Services Supervisor	$73,823	$84,592	$101,510
Recreation Specialist	$45,026	$51,594	$61,913
Secretary to the City Manager	$66,882	$81,438	$97,725
Senior Accountant	$80,876	$92,674	$111,208
Senior Planner	$90,245	$103,409	$124,091
Senior Planner I	$90,245	$113,397	$136,076
Streets Supervisor	$79,339	$90,910	$109,092
Systems Administrator	$84,321	$98,687	$118,423

Exhibit A

City of Aliso Viejo
Salary Schedule
Effective July 1, 2022

Elected Officials	Monthly Compensation
Council Members (Municipal Code)	$520
Mayor (Municipal Code)	$520

Part-Time Classifications	Hourly Range Minimum	Hourly Control Point	Hourly Range Maximum
Crime Prevention Specialist	$30.01	$34.39	$41.27
Human Resources Manager	$51.78	$61.49	$71.20
Office Assistant	$19.89	$22.79	$27.34
Planning Aide	$15.74	$18.04	$21.65
Recreation Leader	$15.00	$16.66	$20.00
Senior Recreation Leader	$17.25	$19.16	$23.00

CITY OF ALISO VIEJO

APPROPRIATIONS LIMIT WORK SHEET

CITYWIDE POPULATION CALCULATION

2022-23

California Per Capita Income % Change over Prior Year	7.55%
Population Change % Change over Prior Year (City)	-0.88%
Per Capita converted to a Ratio	1.075500
Population converted to a Ratio	0.991200
Calculation of Growth Factor	1.066036
2021-22 Appropriations Limit	$48,200,927
2022-23 Appropriations Limit	$51,383,904 (NOT-RECOMMENDED)

CITY OF ALISO VIEJO

APPROPRIATIONS LIMIT WORK SHEET

COUNTYWIDE POPULATION CALCULATION

2022-23

California Per Capita Income % Change over Prior Year	7.55%
Population Change % Change over Prior Year (County)	-0.23%
Per Capita converted to a Ratio	1.075500
Population converted to a Ratio	0.997700
Calculation of Growth Factor	1.073026
2021-22 Appropriations Limit	$48,200,927
2022-23 Appropriations Limit	$51,720,865 (NOT-RECOMMENDED)

CITY OF ALISO VIEJO

APPROPRIATIONS LIMIT WORK SHEET

NON-RESIDENTIAL NEW CONSTRUCTION CALCULATION

2022-23

Non-Residential New Construction % Change over Prior Year	11.58%	
Population Change % Change over Prior Year (County)	-0.23%	
Non-Residential new construction converted to a Ratio	1.1158	
Population converted to a Ratio	0.997700	
Calculation of Growth Factor	1.113269	
2021-22 Appropriations Limit	$48,200,927	
2022-23 Appropriations Limit	$53,660,602	(RECOMMENDED)

CITY OF ALISO VIEJO

ANNUAL APPROPRIATIONS LIMIT

2022-23

Fiscal Year		Appropriations Limit	Percentage Change
2001-2002	Base Year	9,700,000	Base Yr.
2002-2003	Adjusted Base	9,774,092	0.76%
2003-2004	Adjusted Base	10,341,870	5.81%
2004-2005	Adjusted Base	10,910,727	5.50%
2004-2005	Actual	10,493,809	-3.82%
2005-2006	Adjusted Base	12,795,601	21.93%
2006-2007	Adjusted Base	13,334,344	4.21%
2007-2008	Adjusted Base	13,954,603	4.65%
2008-2009	Adjusted Base	14,985,870	7.39%
2009-2010	Actual	18,492,058	23.40%
2010-2011	Actual	18,215,199	-1.50%
2011-2012	Actual	18,870,328	3.60%
2012-2013	Actual	27,710,088	46.84%
2013-2014	Actual	29,396,830	6.09%
2014-2015	Actual	32,633,003	11.01%
2015-2016	Actual	34,245,483	4.94%
2016-2017	Actual	36,441,702	6.41%
2017-2018	Actual	38,047,127	4.41%
2018-2019	Actual	42,360,293	11.34%
2019-2020	Actual	44,118,739	4.15%
2020-2021	Actual	45,974,884	4.21%
2021-2022	Actual	48,200,927	4.84%
2022-2023	Actual	53,660,602	11.33%

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2022

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent
Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	Percent Change 2021-2022	--- Population Minus Exclusions --- 1-1-21	 1-1-22	Total Population 1-1-2022
Orange				
Aliso Viejo	-0.88	51,233	50,782	50,782
Anaheim	-0.97	344,587	341,228	341,245
Brea	-0.48	47,097	46,872	46,872
Buena Park	-0.64	83,968	83,430	83,430
Costa Mesa	-0.70	112,183	111,394	111,394
Cypress	-0.44	50,029	49,810	49,810
Dana Point	-0.33	33,053	32,943	32,943
Fountain Valley	-0.88	57,068	56,564	56,564
Fullerton	0.53	141,974	142,732	142,732
Garden Grove	-0.44	171,284	170,526	170,526
Huntington Beach	-0.77	197,616	196,100	196,100
Irvine	2.99	301,254	310,250	310,250
Laguna Beach	-0.68	22,862	22,706	22,706
Laguna Hills	-0.86	31,017	30,750	30,750
Laguna Niguel	-0.88	64,885	64,316	64,316
Laguna Woods	-0.88	17,670	17,514	17,514
La Habra	-0.84	62,317	61,792	61,792
Lake Forest	0.43	86,406	86,775	86,775
La Palma	-0.85	15,463	15,332	15,332
Los Alamitos	-0.18	11,895	11,873	11,873
Mission Viejo	-0.70	93,171	92,515	92,515
Newport Beach	-0.87	84,459	83,727	83,727
Orange	0.10	137,534	137,676	137,676
Placentia	-0.62	51,522	51,204	51,204
Rancho Santa Margarita	-0.89	47,703	47,279	47,279
San Clemente	-0.78	63,877	63,380	63,380
San Juan Capistrano	-0.31	34,907	34,798	34,798
Santa Ana	-0.93	311,340	308,459	308,459
Seal Beach	-0.80	24,418	24,222	24,846
Stanton	2.59	38,284	39,275	39,275
Tustin	-0.78	80,157	79,535	79,535
Villa Park	-0.89	5,834	5,782	5,782
Westminster	-0.46	90,812	90,393	90,393
Yorba Linda	-0.78	67,760	67,233	67,233
Unincorporated	-0.65	133,302	132,437	132,437
County Total	-0.23	3,168,941	3,161,604	3,162,245

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Assessor Department

Memo

April 20, 2022

To: **Frank Davies** **Auditor-Controller**

From: **Claude Parrish** **Assessor**

Subject: **Proposition 111 Assessed Valuation Factor for GANN Limit: Nonresidential New Construction**

In response to your memo request of April 5, 2022, please find attached the 2022/23 Proposition 111 Report related to non-residential new construction data.

An addition to how the Gann spending limit (Proposition 111) may be calculated was passed by the voters in June of 1990 and it amended Article XIII B of the California Constitution. It provides an alternate method for calculating the "Gann Limit" for each taxing jurisdiction. It changed the definition of "cost of living" in subdivision (e)(2) of Section 8 of Article XIII B to be either:

A) The percentage change in California per capita personal income from the preceding year, or

B) The percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

The information transmitted by this memorandum addresses the Assessor Department's assistance for item B.

Data is available and presented in this report for Roll years 2020/21 and 2021/22. We have generated by Tax Rate Area (TRA) the attached information for your use.

If you have questions, please call me or Mr. Neil Shah at (714) 834-2733.

CP:ks

Attachments: 2022/23 Proposition 111 Report, Roll Year Values and Calendar Year Nonresidential New Construction Data for Cities and County

ct: Salvador Lopez, Auditor-Controller's Office
JC Squires, Auditor-Controller's Office
Megan Vu, Auditor-Controller's Office
Margie Pham, Auditor-Controller's Office
Mark Servino, County Counsel's Office
Neil Shah, Assessor Department, Manager, Management Services

Proposition 111 Report

Prime TRA	Description	2020-21 Secured Roll Column A	2021-22 Secured Roll Column B	Non-Residential New Construction 1/1/19 - 12/31/19 Column C	Non-Residential New Construction 1/1/20 - 12/31/20 Column D
01	ANAHEIM	$ 53,253,297,032	$ 55,000,878,000	$ 482,118,643	$ 196,584,150
02	BREA	$ 11,236,645,746	$ 11,692,788,264	$ 9,951,708	$ 30,920,165
03	FULLERTON	$ 22,893,548,284	$ 23,669,190,742	$ 12,265,669	$ 25,363,550
04	HUNTINGTON BEACH	$ 44,006,657,457	$ 45,422,411,169	$ 12,238,988	$ 17,221,196
05	LAGUNA BEACH	$ 16,982,714,949	$ 17,625,760,633	$ 1,133,893	$ 1,435,395
06	LA HABRA	$ 7,521,421,219	$ 7,826,775,395	$ 14,618,630	$ 5,030,868
07	NEWPORT BEACH	$ 63,793,873,480	$ 66,591,809,510	$ 27,137,149	$ 26,878,148
08	ORANGE	$ 25,506,171,062	$ 26,521,459,668	$ 26,594,618	$ 43,931,992
09	PLACENTIA	$ 7,362,048,385	$ 7,577,252,855	$ 9,346,308	$ 11,383,631
10	SAN CLEMENTE	$ 18,686,644,690	$ 19,452,164,174	$ 10,986,892	$ 12,211,120
11	SANTA ANA	$ 30,676,622,812	$ 32,199,094,162	$ 21,546,086	$ 69,358,070
12	SEAL BEACH	$ 6,629,354,972	$ 15,381,726,601	$ 1,292,300	$ 3,000,821
13	TUSTIN	$ 14,848,363,854	$ 15,381,726,601	$ 50,181,176	$ 35,986,203
14	BUENA PARK	$ 11,499,159,772	$ 11,871,225,678	$ 21,187,183	$ 20,018,029
15	COSTA MESA	$ 22,450,415,487	$ 23,172,949,743	$ 32,005,754	$ 76,132,888
16	LA PALMA	$ 2,402,488,430	$ 2,478,558,558	$ 197,000	$ 2,158,869
17	STANTON	$ 3,250,835,607	$ 3,504,350,509	$ 9,690,876	$ 2,736,961
18	GARDEN GROVE	$ 18,659,400,011	$ 19,376,656,674	$ 4,167,122	$ 14,718,987
19	CYPRESS	$ 8,173,244,612	$ 8,458,587,743	$ 4,592,357	$ 4,198,836
20	WESTMINSTER	$ 10,530,495,989	$ 10,953,370,217	$ 7,897,538	$ 5,594,722
21	FOUNTAIN VALLEY	$ 10,729,721,061	$ 11,014,546,213	$ 13,090,580	$ 16,457,733
22	LOS ALAMITOS	$ 2,512,860,824	$ 2,665,117,433	$ 6,293,582	$ 18,496,146
23	SAN JUAN CAPISTRANO	$ 9,233,109,119	$ 9,657,970,138	$ 1,023,612	$ 21,408,844
24	VILLA PARK	$ 2,011,472,822	$ 2,086,467,889	$ -	$ 12,000
25	YORBA LINDA	$ 17,422,603,506	$ 18,030,384,988	$ 14,398,516	$ 16,007,822
26	IRVINE	$ 91,032,293,456	$ 95,174,925,536	$ 166,937,060	$ 286,089,250
27	MISSION VIEJO	$ 19,174,024,904	$ 19,813,890,815	$ 23,366,633	$ 21,886,945
28	DANA POINT	$ 13,953,472,650	$ 14,587,473,568	$ 5,850,399	$ 12,884,832
29	LAGUNA NIGUEL	$ 17,381,630,000	$ 17,859,863,068	$ 8,462,721	$ 5,346,977
30	LAKE FOREST	$ 17,434,708,636	$ 18,362,274,334	$ 22,690,274	$ 36,292,921
31	LAGUNA HILLS	$ 7,666,786,182	$ 7,943,847,801	$ 3,649,968	$ 12,765,297
32	LAGUNA WOODS	$ 3,522,522,705	$ 3,633,764,156	$ 1,893,918	$ 175,182
33	RANCHO SANTA MARGARITA	$ 9,277,418,536	$ 9,527,986,943	$ 5,907,055	$ 714,427
34	ALISO VIEJO	$ 11,377,540,207	$ 11,697,860,360	$ 408,431	$ 37,512,879
52	ORANGE CO -ANAHEIM AREA	$ -	$ -	$ -	$ -
53	ORANGE CO - BREA OLINDA AREA	$ 244,379,075	$ 237,933,551	$ -	$ -
54	ORANGE CO -BUENA PARK	$ 43,910,738	$ 45,212,804	$ -	$ -
55	ORANGE CO. - NEWPORT MESA AREA	$ 222,910,925	$ 229,007,676	$ -	$ -
61	ORANGE CO -FULLERTON AREA	$ -	$ -	$ -	$ -
62	ORANGE CO -GARDEN GROVE AREA	$ 164,822,626	$ 173,333,262	$ -	$ -
64	ORANGE CO - HUNTINGTON BEACH	$ 56,283,089	$ 54,964,923	$ -	$ -
66	ORANGE CO -LAGUNA BEACH AREA	$ 2,308,079,699	$ 2,392,420,062	$ -	$ -
67	ORANGE CO -LA HABRA AREA	$ -	$ -	$ -	$ -
68	ORANGE CO - LOS ALAMITOS AREA	$ 2,538,558,462	$ 2,651,218,900	$ 510,000	$ 480,000
70	ORANGE CO -LOWELL JOINT	$ -	$ -	$ -	$ -
71	ORANGE CO -MAGNOLIA	$ 777,957,426	$ 804,614,163	$ 43,000	$ 162,000
73	ORANGE CO -OCEAN VIEW	$ 122,349,024	$ 126,879,741	$ -	$ -
76	ORANGE CO - ORANGE AREA	$ 1,936,686,163	$ 2,000,882,936	$ 1,366,000	$ 503,831
80	ORANGE CO - PLACENTIA AREA	$ 590,791,919	$ 614,811,619	$ -	$ -
81	ORANGE CO - IRVINE AREA	$ 53,917,743	$ 54,476,301	$ 923,185	$ -
82	ORANGE CO - CAPISTRANO AREA	$ 16,207,268,959	$ 16,825,379,119	$ 3,853,000	$ 36,349,288
83	ORANGE CO - SANTA ANA AREA	$ 265,695,773	$ 240,303,755	$ -	$ -
84	ORANGE CO -SAVANNA	$ -	$ -	$ -	$ -
88	ORANGE CO - SADDLEBACK VALLEY	$ 627,195,454	$ 621,073,990	$ -	$ 95,000
89	ORANGE CO - TUSTIN AREA	$ 6,342,647,591	$ 6,579,495,572	$ -	$ 5,308,000
91	ORANGE CO - WESTMINSTER AREA	$ 635,505,355	$ 671,502,093	$ 9,000	$ -
	Unspecifiled	$ -	$ -	$ -	$ -
COUNTY TOTALS		$ 666,232,528,479	$ 700,538,620,605	$ 1,039,826,824	$ 1,133,813,975

ALISO VIEJO

Proposed Budget FY 2022-23

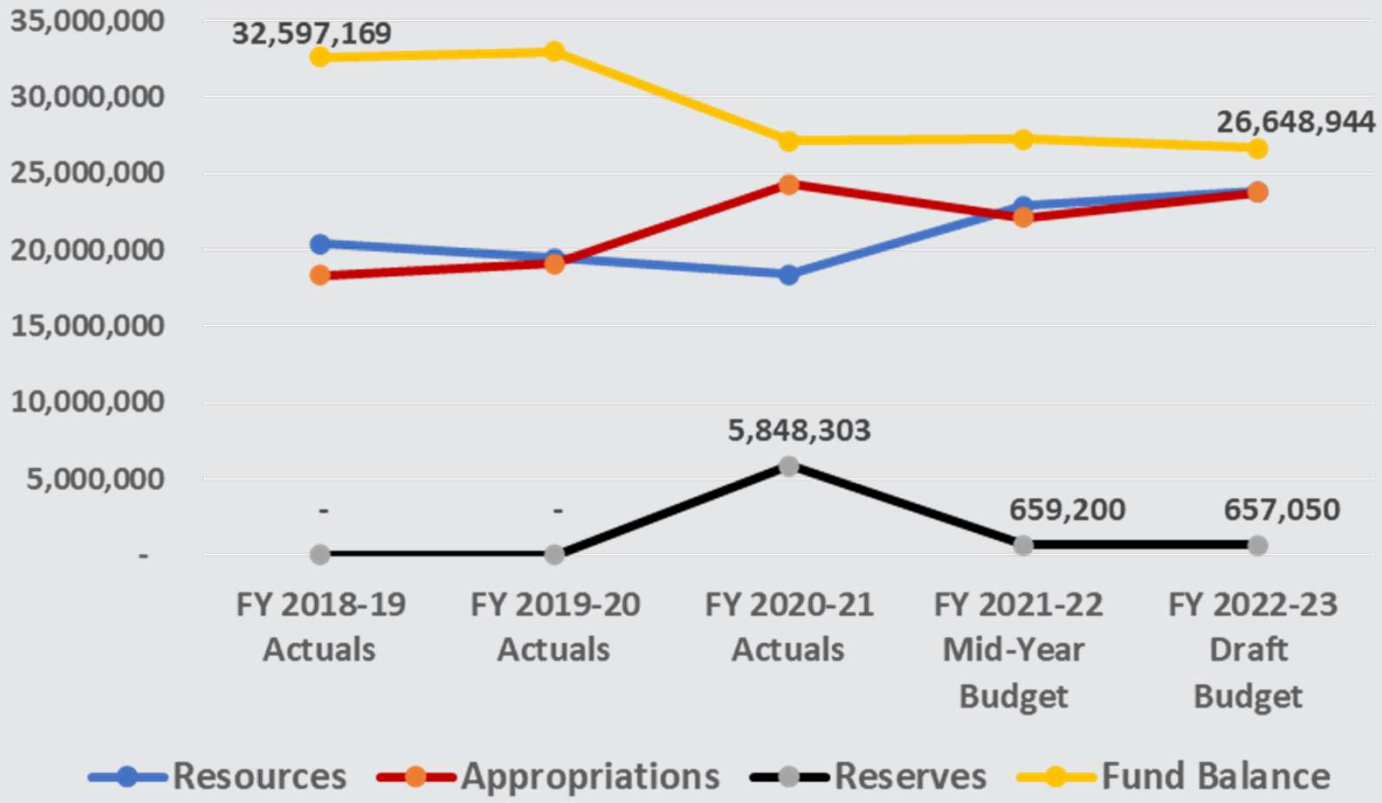
City Council

June 1, 2022

Proposed Budget FY 2022-23
General Fund
Resources, Appropriations & Fund Balance

Estimated Beginning Fund Balance		$ 27,245,156
Resources	23,838,978	
Appropriations	(23,778,140)	
Estimated Operating Surplus		60,838
Debt Payment		(657,050)
Estimated Ending Fund Balance		$ 26,648,944

Proposed Budget FY 2022-23
General Fund
Resources, Appropriations & Fund Balance

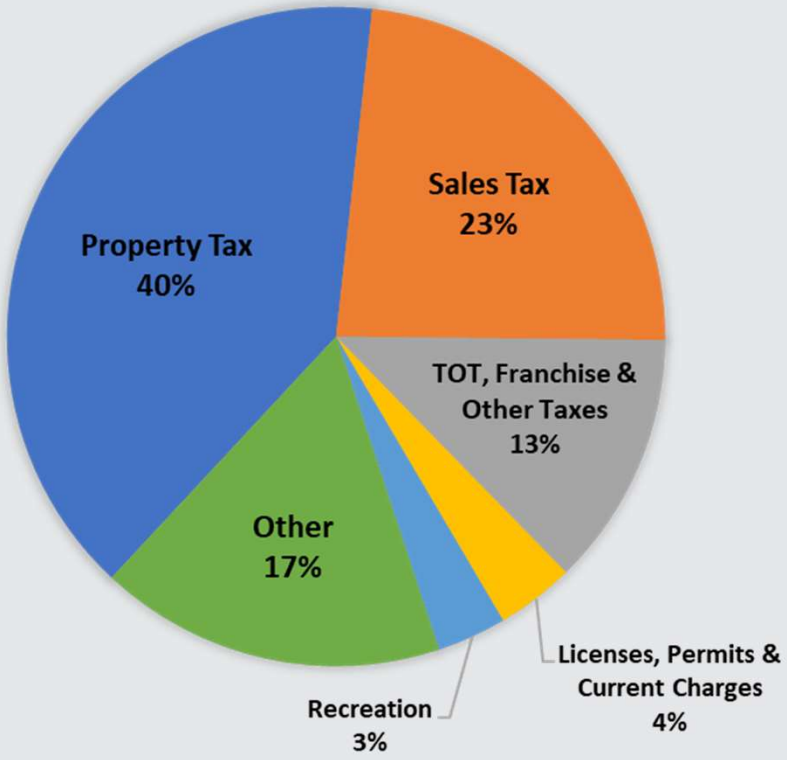


ALISO VIEJO

Proposed Budget FY 2022-23

General Fund Revenues

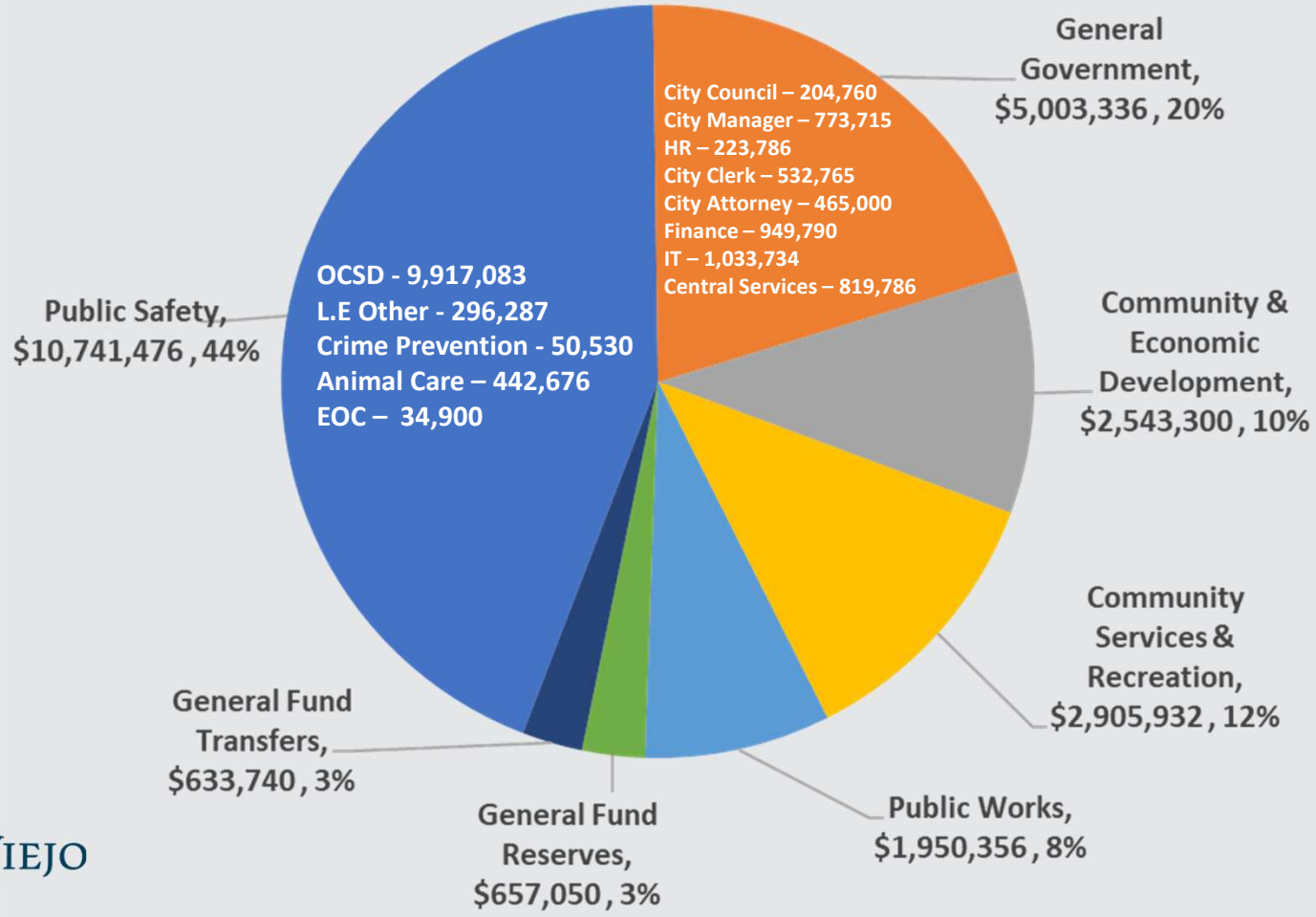
General Fund Revenues	FY 2021-22 Mid-Yr Budget	FY 2022-23 Draft Budget	Increase/ (Decrease)
Property Tax	$ 9,161,063	$ 9,490,000	$ 328,937
Sales Tax	$ 5,000,000	$ 5,580,000	$ 580,000
TOT, Franchise & Other Taxes	$ 2,785,175	$ 2,985,175	$ 200,000
Licenses, Permits & Current Charges	$ 1,040,150	$ 915,200	$ (124,950)
Recreation	$ 798,805	$ 813,200	$ 14,395
Other	$ 4,083,858	$ 4,055,403	$ (28,455)
Total	$ 22,869,051	$ 23,838,978	$ 969,927



ALISO VIEJO

Proposed Budget FY 2022-23

General Fund Appropriations



ALISO VIEJO

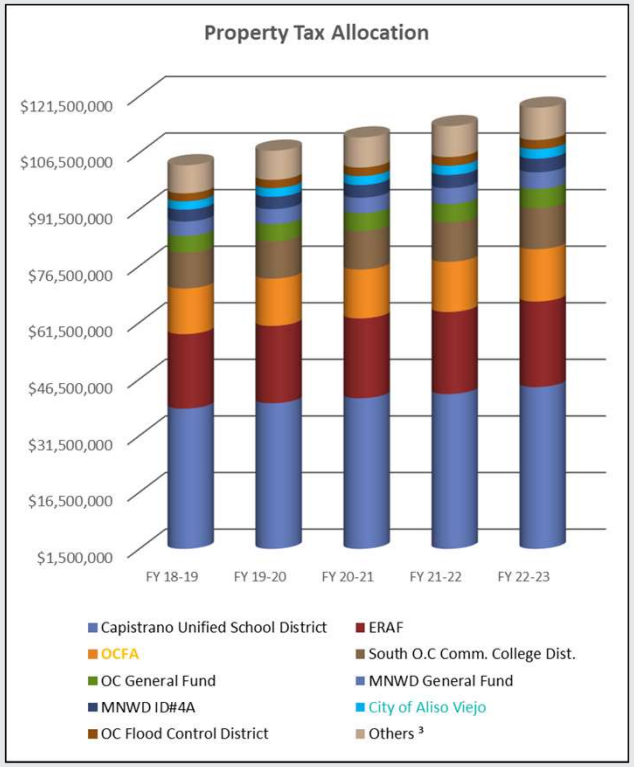
Proposed Budget FY 2022-23

General Fund Capital Improvement Projects

- **AV Ranch - $181,000**
  - Wood seal improvements
  - Barn HVAC improvements
  - Drainage improvements
  - Re-sod turf area
  - Fiber Optics between Ranch and Aliso Creek Road
- **City Hall Improvements - $205,000**
  - Tenant Improvements
  - Landscaping Design
- **AV Center - $25,000**
  - Turf Improvements
- **Stormwater Projects - $30,000**
  - Ongoing monitoring of Dairy Fork and Wetlands areas

Proposed Budget FY 2022-23

Property Tax Allocation



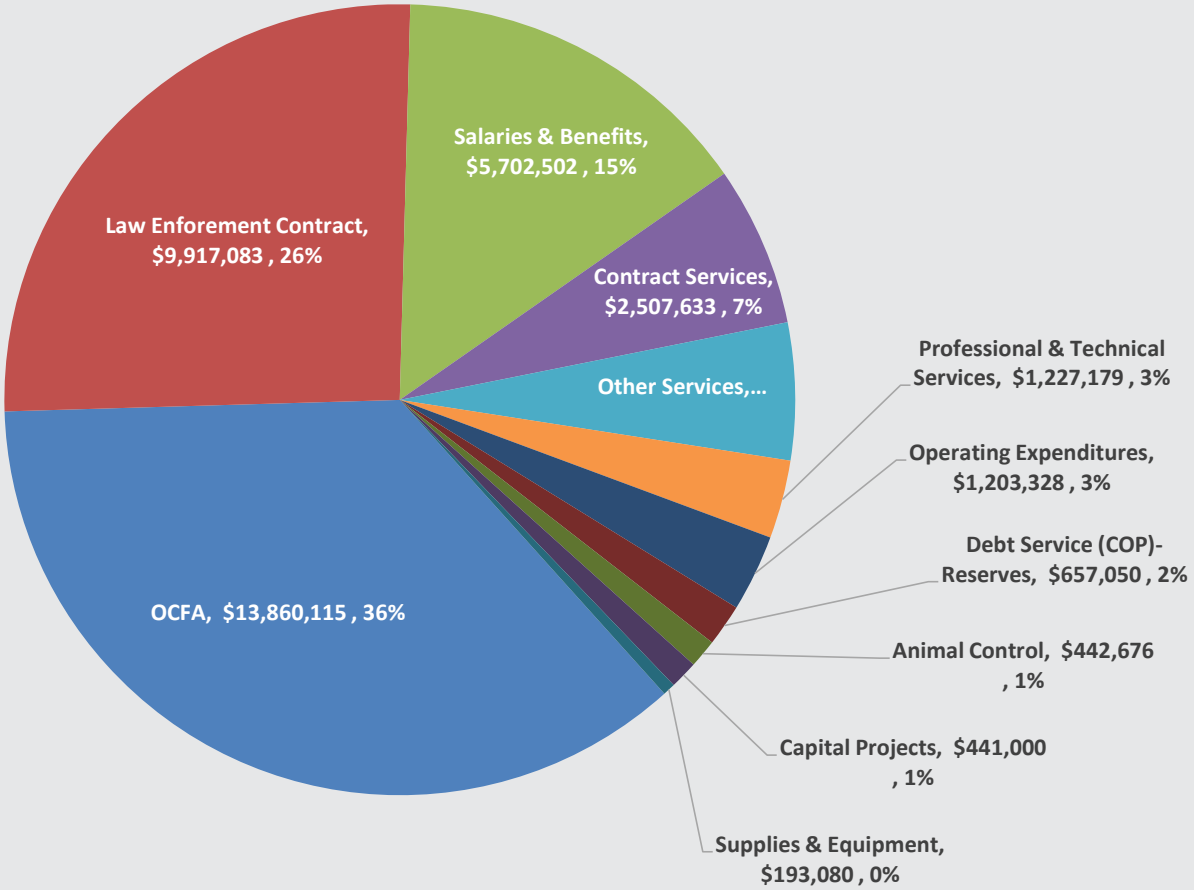
		FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
Total Aliso Viejo Assessed Valuation ¹		10,320,677,681	10,706,653,293	11,057,982,407	11,357,669,581	11,846,251,958
Property Tax Dollar Breakdown ²						
Capistrano Unified School District	0.3747	38,671,579	40,117,830	41,434,260	42,557,188	44,387,906
ERAF	0.1916	19,774,418	20,513,948	21,187,094	21,761,295	22,697,419
OCFA	0.1170	12,075,193	12,526,784	12,937,839	13,288,473	13,860,115
South O.C Comm. College Dist.	0.0922	9,515,665	9,871,534	10,195,460	10,471,771	10,922,244
OC General Fund	0.0429	4,427,571	4,593,154	4,743,874	4,872,440	5,082,042
MNWD General Fund	0.0371	3,828,971	3,972,168	4,102,511	4,213,695	4,394,959
MNWD ID#4A	0.0306	3,158,127	3,276,236	3,383,743	3,475,447	3,624,953
City of Aliso Viejo	***0.0213***	2,198,304	2,280,517	2,355,350	2,419,184	2,523,252
OC Flood Control District	0.0206	2,126,060	2,205,571	2,277,944	2,339,680	2,440,328
OC Public Library ³	0.0174	1,791,670	1,858,675	1,919,666	1,971,691	2,056,509
MNWD ID #4A-1 ³	0.0172	1,771,028	1,837,262	1,897,550	1,948,976	2,032,817
OC Dept of Education General Fund ³	0.0170	1,752,451	1,817,990	1,877,645	1,928,532	2,011,494
OC Beaches & Parks CSA 26 ³	0.0159	1,643,052	1,704,499	1,760,431	1,808,141	1,885,923
OCTA ³	0.0029	301,364	312,634	322,893	331,644	345,911
OC Vector Control District ³	0.0012	120,752	125,268	129,378	132,885	138,601
OC Cemetery General Fund ³	0.0005	53,668	55,675	57,502	59,060	61,601
	1.0000	103,209,873	107,069,745	110,583,141	113,580,103	118,466,073
Total Property Tax from all Sources		8,211,394	8,647,685	8,922,850	9,009,900	9,490,000

[1] Source: County of Orange Auditor Controller
[2] Source: HDL Coren & Cone

ALISO VIEJO

Proposed Budget FY 2022-23

General Fund Appropriations by Function



ALISO VIEJO

Proposed Budget FY 2022-23
Special Revenue
Capital Improvement Projects

- **Gas Tax/SB1/Measure M**
  - Aliso Creek Road Traffic Signal Synchronization Project (RTSSP) - $230,000
  - Los Alisos RTSSP - $14,000
  - Aliso Creek Rehab (Wolverine to Alicia) - $1,633,000
  - Slurry Seal - $1,577,000
  - Enterprise Rehab Design (Aliso Creek to Aliso Viejo Parkway) - $35,000
  - Aliso Creek Rehab Design (Enterprise to SR 73) - $35,000

Proposed Budget FY 2022-23

Government Wide Resources

- **Special Revenue Funds**
  - Gas Tax, Measure M, SB1, Traffic Congestion Relief
  - Federal, Public Safety, and Other Grants
  - Air Quality AB2766 (AQMD)
  - Integrated Waste Management
  - City Conference & City Aquatic Center
- **Total Resources: $34,628,195**
- **Total Appropriations: $35,539,427**
- **Projected Ending Fund Balance: $30,510,305**

FY 2022-23 Proposed Budget Recommended Actions

- Adopt a Resolution Adopting the Annual Budget for FY 2022-23
- Adopt a Resolution Approving Updated Salary Schedules, Including Cost-of-Living Adjustments and the Addition of a new position

ALISO VIEJO

Questions?