

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, OCTOBER 05, 2022
6:00 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/agendas
- Online via GoToWebinar at <https://attendee.gotowebinar.com/register/2088004893091726862>

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/2088004893091726862>. Comments are limited to three minutes each.

WELCOME to the City of Aliso Viejo City Council meeting.

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

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

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

DAVID A. DOYLE
CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

MITZI ORTIZ
CITY CLERK

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

CALL TO ORDER: CONVENE SPECIAL MEETING

PUBLIC COMMENTS:

CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

Number of potential cases: 1

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: City Manager

Unrepresented employee: All City Employees

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6

Agency designated representatives: Mayor and Mayor Pro Tem

Unrepresented employee: City Manager

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

- 1.1. PROCLAMATION - FIRE PREVENTION WEEK
[Proclamation](#)

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council can submit public comments by calling (949) 425-2509 to leave a recorded by 4:00 pm on the day of the meeting or via email to Community-Input@avcity.org. Written comments will be read into the record and recorded messages will be aired during the meeting. Alternatively, public comments may be submitted by logging onto the meeting through this link and using the "Raise Hand" feature: <https://attendee.gotowebinar.com/register/2088004893091726862>. 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 September 7, 2022 Special Meeting and the September 7, 2022 Regular Meeting.

[Draft Minutes - September 21, 2022 Special Meeting](#)

[Draft Minutes - September 21, 2022 Regular Meeting](#)

4.4. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued September 15, 2022, in the amount of \$1,380,351.83.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.5. TREASURER'S STATEMENT – AUGUST 2022

Recommended Action: Approve August 2022 Treasurer's Statement

[Staff Report](#)

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

4.6. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RDA, LLC TO PROVIDE PLANNING CONSULTANT SERVICES

Recommended Action: Approve and authorize the City Manager to execute a First Amendment to the Professional Services Agreement with RDA, LLA for planning consultant services to increase the total compensation by an amount not to exceed \$45,000.

[Staff Report](#)

[Attachment 1 - Agreement](#)

[Attachment 2 - Agreement Amendment](#)

4.7. VEHICLE PURCHASE AND ASSET EXPIRATION

Recommended Action:

1. Authorize staff to negotiate the purchase of vehicle for the new Streets Supervisor position;
2. Allocate \$55,000 from Gas Tax reserves for vehicle and required safety accessories purchase; and
3. Authorize staff to negotiate the trade or sale of one existing fleet vehicle and expire the asset.

[Staff Report](#)

5. PUBLIC HEARINGS:

None.

6. DISCUSSION:

6.1. CONVENTIONAL AND URGENCY ORDINANCES ENACTING LOCAL CAMPAIGN CONTRIBUTION LIMITS

Recommended Action:

If Council desires to establish Local Campaign Contribution Limits that vary from the State's default limits, staff recommends that the Council do so by introducing the following Ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTION 2.04.150 TO CHAPTER 2.04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO LOCAL ELECTION CAMPAIGN CONTRIBUTION LIMITS AND REGULATIONS

And consider adopting the following Ordinance, with additional urgency findings if Council deems them appropriate:

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTION 2.04.150 TO CHAPTER 2.04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO LOCAL ELECTION CAMPAIGN CONTRIBUTION LIMITS AND REGULATIONS.

[Staff Report](#)

[Attachment 1 - Ordinance](#)

[Attachment 2 - Urgency Ordinance](#)

6.2. LEAGUE OF CALIFORNIA CITIES – ORANGE COUNTY DIVISION BOARD OF DIRECTORS ELECTION RESULTS

Recommended Action: Receive and file.

[Staff Report](#)

[Attachment 1 - OC Division Correspondence](#)

[Attachment 2 - OC Division Bylaws](#)

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is October 19, 2022.



Proclamation

Fire Prevention Week October 9-15, 2022

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, while an average of 358,500 homes experience a structural fire each year, working smoke alarms in the home can reduce the risk of dying in a fire by more than half; and

WHEREAS, more than a third of home fire deaths occur in homes with no smoke alarms, and in 2019, California was in the top three states in the US with the largest numbers of fire deaths; and

WHEREAS, in 2021 there was 100 cooking fires across Orange County; and

WHEREAS, Orange County residents should install working smoke alarms on every level of the home, in the hallway outside the sleeping areas, and in each bedroom, check their smoke alarms monthly, replace batteries regularly, replace smoke alarms every 10 years and create and practice their home escape plans; and

WHEREAS, Orange County residents are responsive to public education and outreach and can take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2022 Fire Prevention Week theme, "Fire won't wait. Plan your escape." effectively serves to remind us to educate everyone about simple but important actions they can take to keep themselves and those around them safe from home fires.

THEREFORE, BE IT RESOLVED, that the Aliso Viejo City Council does hereby declare October 9-15, 2022, as "Fire Prevention Week" and urge Orange County residents to plan and practice a home fire escape so that they know what to do when the smoke alarm sounds and to support the efforts of Orange County Fire Authority during Fire Prevention Week 2022.

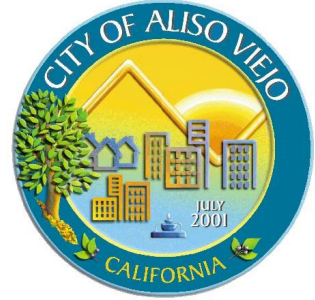
Dated this 5th day of October, 2022

Ross Chun, Mayor



City of Aliso Viejo

AGENDA ITEM



DATE: October 5, 2022

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

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

Recommended Action:

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

Fiscal Impact:

None.

Background:

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

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

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

Discussion:

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

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

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

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

Attachment:

1. Resolution No. 2021-27

RESOLUTION NO. 2021-27

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

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

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

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

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

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

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

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

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

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

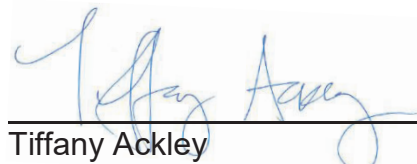
Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

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

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

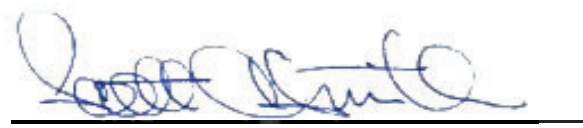
Section 4. Extension by Motion. The Council may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

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



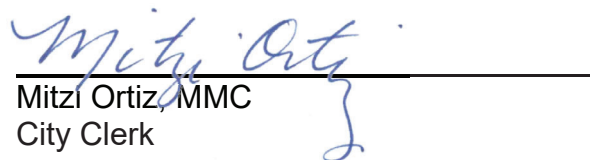
Tiffany Ackley
Mayor

APPROVED AS TO FORM:



Scott C. Smith
City Attorney

ATTEST:



Mitzi Ortiz, MMC
City Clerk

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

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

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

NOES: None

ABSENT: None



MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
SEPTEMBER 21, 2022, 6:30 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

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

CALL TO ORDER: Mayor Chun called the Special Meeting of the City Council of the City of Aliso Viejo to order 6:30 p.m.

ROLL CALL:

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

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY

PUBLIC COMMENTS:

None.

CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code section 54956.8

Property: 84 Playa Circle, Aliso Viejo, 92656

Agency Negotiators: City Manager

Negotiating Parties: City of Aliso Viejo, Christopher Stolrow and/or their authorized agent(s)

Under Negotiation: Price and terms of payment

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith reported the following action from Closed Session.

Motion: Councilmember Munzing moved and Councilmember Ackley seconded decline the option to purchase real property located at 84 Playa Circle, Aliso Viejo, CA 92656. Motion carried 5-0.

ADJOURNMENT: Mayor Chun adjourned the meeting at 6:34 p.m. to the September 21, 2022 Regular City Council Meeting.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

ROSS CHUN
MAYOR

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
September 21, 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 7:03 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
SO KIM, INTERIM COMMUNITY DEVELOPMENT DIRECTOR
JOHN KANLUND, CONTRACT ASSOCIATE PLANNER
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. SCOTT MERRILL, CHIEF OF POLICE SERVICES

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

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith reported the following action from Closed Session.

Motion: Councilmember Munzing moved and Councilmember Ackley seconded decline the option to purchase real property located at 84 Playa Circle, Aliso Viejo, CA 92656. Motion carried 5-0.

1. SPECIAL PRESENTATIONS:

1.1. TRUSTED PARTNER RECOGNITIONS - SOUTHERN CALIFORNIA EDISON AND SAN DIEGO GAS & ELECTRIC

Mayor Chun presented the certificate of recognition to Southern California Edison Government Relations Manager Kelley Lee. Ms. Lee expressed her appreciation.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

City Manager David Doyle announced the removal of Discussion Item 5.2 from consideration at applicant's request.

3. COMMUNITY INPUT:

None.

4. CONSENT CALENDAR:

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

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

4.1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

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

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 September 7, 2022 Special Meeting and the September 7, 2022 Regular Meeting.

4.4. SECOND READING AND ADOPTION OF AN ORDINANCE ESTABLISHING REGULATIONS RELATING TO ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER ELECTRICALLY MOTORIZED BOARDS IN THE CITY

Recommended Action: Conduct second reading and adopt Ordinance No. 2022-229 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING CHAPTER 10.06 (PEDESTRIAN, BICYCLE, AND SKATEBOARD REGULATIONS) OF TITLE 10 (STREETS AND SIDEWALKS) AND CHAPTER 11.10 (PARKS) OF TITLE 11 (PARKS AND PUBLIC SPACES) OF THE ALISO VIEJO MUNICIPAL CODE, ESTABLISHING REGULATIONS RELATING TO ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER ELECTRICALLY MOTORIZED BOARDS ON SIDEWALKS AND PARKS IN THE CITY.

4.5. ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued September 1, 2022, in the amount of \$748,882.47.

4.6. ADOPTION OF THE 2021-2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Recommended Action:

1. Find that the 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) is not subject to the California Environmental Quality Act (CEQA) because the activity is not a project as defined in Section 15378 (b)(5) of the State CEQA Guidelines;
2. Approve and adopt the 2021-2022 CAPER; and
3. Authorize the City Manager to submit the CAPER to the United States Department of Housing and Urban Development (HUD) and authorize the City Manager to submit all related documents.

5. PUBLIC HEARINGS:

5.1. PLANNING APPLICATION PA22-001 FOR A SITE DEVELOPMENT PERMIT (SDP) TO CONSTRUCT A 505 SQUARE FOOT UPPER DECK EXPANSION AND EXTERIOR STAIRCASE TO ACCOMMODATE ADDITIONAL OUTDOOR SEATING; AN EXCEPTION PERMIT (EP) FOR REDUCED PARKING CAPACITY; AND A CONDITIONAL USE PERMIT (CUP) TO EXPAND ESTABLISHED ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE TYPE 47 (ON-SALE GENERAL – EATING PLACE AND BEER AND WINE) FOR A FULL-SERVICE RESTAURANT (STADIUM BREW COMPANY) AT 26731 ALISO CREEK ROAD UNIT C

City Manager David Doyle introduced Associate Planner John Karlund, who provided an overview. Community Development Director So Kim provided additional information. Staff responded to questions regarding proposed lounge area, existing trees, parking deficiency, and external staircase. Mayor Chun opened the public hearing. There were no comments. Mayor Chun closed the public hearing.

Recommended Action:

1. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
2. Adopt Resolution No. 2022-26 approving Planning Application PA22-001 for a Site Development Permit (SDP) to construct a 505 square foot upper deck expansion and exterior staircase to accommodate additional outdoor seating; an Exception Permit (EP) for reduced parking capacity; and a Conditional Use Permit (CUP) to expand established Alcoholic Beverage Control (ABC) license type 47 (on-sale general – eating place and beer and wine) for a full-service restaurant (Stadium Brew Company) at 26731 Aliso Creek Road.

Motion: Councilmember Munzing moved and Councilmember Ackley seconded to approve the recommended actions, as amended to add a condition requiring submittal to OCFA for review and approval. Motion carried 5-0.

- 5.2. REQUEST TO APPROVE PLANNING APPLICATION PA22-006 FOR A SITE DEVELOPMENT PERMIT TO REMODEL THE TWO-STORY CLUBHOUSE BUILDING, UPGRADE THE OUTDOOR COMMON AREA INCLUDING THE POOL AND ASSOCIATED LANDSCAPE/HARDSCAPE, AND DEMOLISH THE GUARD SHACK AT 5000 CITY LIGHTS DRIVE, AND DETERMINE THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM CEQA

This item was removed from consideration.

6. DISCUSSION:

- 6.1. CITY SPONSORSHIP OF THE ADOLESCENT MENTAL HEALTH PANEL AT ALISO VIEJO RANCH

City Manager David Doyle provided an overview. Mayor Chun provided additional information. Staff responded to questions regarding Council discretion to waive fees.

Recommended Action: Consider City sponsorship of the Adolescent Mental Health Panel at Aliso Viejo Ranch.

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

7. CITY MANAGER' S REPORT:

City Manager David Doyle announced upcoming promotion of Adolescent Mental Health Panel; expressed appreciation to Red Cross Blood Drive donors; expressed appreciation to Aliso Viejo Trails and Creek Clean-up volunteers; encouraged residents to subscribe to City eNews; and announced registration for fall recreation programs.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Ackley:

- Attended Aliso Viejo Trails and Creek Clean-up

Councilmember Harrington: None

Councilmember Munzing:

- Expressed appreciation to community volunteers
- Attended Advance Auto Parts Grand Opening
- Attended Ridgecrest Park bocce ball courts and horseshoe pits grand opening
- Attended Boys & Girls Club receipt of donation from Orange County Sheriff's Department

Mayor Pro Tem Hurt:

- Attended Boys & Girls Club receipt of donation from Orange County Sheriff's Department
- Attended Ridgecrest Park bocce ball courts and horseshoe pits grand opening
- Attended League of California Cities Annual Conference
- Attended tour of CR&R facility
- Obtained consensus to consider campaign contribution limits

Mayor Chun:

- Obtained consensus to review League of California Cities OC Division election results
- Attended remembrance in honor of Sean Bond at Canyon View Park
- Announced American Red Cross Sound the Alarm event
-

9. ADJOURNMENT: Mayor Chun adjourned the meeting in memory of Ventura County Supervisor and SCAG Regional Council First Vice President Carmen Ramirez at 8:03 p.m. to the regularly scheduled meeting of October 5, 2022.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

ROSS CHUN
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: October 5, 2022
TO: Mayor and City Council
FROM: Ann Eifert, Director of Financial Services
SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

Ratify accounts payable checks and electronic funds transfers issued September 15, 2022, in the amount of \$1,380,351.83.

Fiscal Impact:

Expenditures in the amount of \$1,380,351.83.

Background:

The City issues accounts payable checks and electronic funds 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 September 15, 2022, for \$1,380,351.83 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 reviewed and deemed accurate by the Director of Financial Services.

Attachment:

1. Accounts Payable Report



Accounts Payable

09/15/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CHOICE BUILDER	OCT'22 DENTAL INSURANCE	2,372.45
CHOICE BUILDER	SEP'22 DENTAL INSURANCE - J.ALVAREZ	19.73
CHOICE BUILDER	OCT'22 VISION INSURANCE	359.18
CHOICE BUILDER	SEP'22 VISION INSURANCE - J.ALVAREZ	9.32
US BANK PURCHASING CARD PROGRAM	AE-7/28 CASHIERING TEST RECEIPT FOR CC FEE	2.00
BEST BEST & KRIEGER	JUL'22 BBK-SDP2022-00001/COMMONS	41.50
BEST BEST & KRIEGER	JUL'22 BBK-SPA2022-00001/COMMONS/VR	646.00
BRCTZO IBANEZ	P#21-1862-C&D REFUND-BRCTZO IBANEZ/7 LARKSPUR	500.00
QUINN BEYER	P#CD-2022-00015-C&D REFUND-QUINN BEYER/12 AZALEA	500.00
KATZ DESIGN & BUILDERS	P#2022-00046-234410C&D-KATZ DESIGN/VIA SAN GABRIE	500.00
		4,950.18
CITY COUNCIL		
AT&T	JUN'22-CC PHONES	247.75
US BANK PURCHASING CARD PROGRAM	DL-RC 9/7-9/9/22 LOCC CONFERENCE REGIS	650.00
US BANK PURCHASING CARD PROGRAM	DL-DH 9/30/22 ACC-OC LEADERSHIP CONF REGIS	250.00
US BANK PURCHASING CARD PROGRAM	DL-RC 9/7-9/9/22 LOCC CONF HOTEL-BOOKING.COM	219.77
US BANK PURCHASING CARD PROGRAM	DL-RH 9/7-9/9/22 LOCC CONFERENCE REGIS	650.00
	CITY COUNCIL TOTAL:	2,017.52
CITY MANAGER		
AT&T	JUN'22-HR PHONE	49.55
AT&T	JUN'22-CITY MANAGER PHONE	124.89
	CITY MANAGER TOTAL:	174.44
ECONOMIC DEVELOPMENT		
BEST BEST & KRIEGER	JUL'22 BBK 89 PLAYA CIRCLE	786.43
	ECONOMIC DEVELOPMENT TOTAL:	786.43
HUMAN RESOURCES		
CHARLES C STILL	AUG'22-R.PERALTA SECURE LIVE SCAN FEES	62.00
US BANK PURCHASING CARD PROGRAM	DL-8/3 STORAGE CLOSET BINS-TARGET	25.86
	HUMAN RESOURCES TOTAL:	87.86
CITY CLERK		
STAPLES ADVANTAGE	CREDIT-CCLK OFFICE SUPPLIES	(19.85)
	CITY CLERK TOTAL:	-19.85
CITY ATTORNEY		
BEST BEST & KRIEGER	JUL'22 BBK LEGAL SERVICES-CC	234.00
BEST BEST & KRIEGER	JUL'22 BBK LABOR & EMPLOYMENT	375.60
BEST BEST & KRIEGER	JUL'22 BBK - ZONING CODE (CEQA & ENVIRON)	719.90
BEST BEST & KRIEGER	JUL'22 BBK-MAJOR GENERAL PLAN UPDATE	2,232.00
BEST BEST & KRIEGER	JUL'22 BBK-WESTLAW ONLINE RESEARCH SRV	304.80
BEST BEST & KRIEGER	JUL'22 BBK LITIGATION	13,006.30
BEST BEST & KRIEGER	JUN'22 BBK LITIGATION	49,799.80
BEST BEST & KRIEGER	JUL'22 BBK - #801 TOWN CTR SPECIFIC PLAN	3,546.88
BEST BEST & KRIEGER	JUL'22 BBK CODE ENFORCEMENT	1,671.25
BEST BEST & KRIEGER	JUL'22 BBK LEGAL SERVICES	21,616.75
	CITY ATTORNEY TOTAL:	93,507.28
FINANCE		
CHOICE BUILDER	OCT'22 ADMIN FEE	35.00
GARDAWORLD	SEP'22 -CH-CASH COURIER SERVICE	433.67
IPROMOTEU.COM INC	FIN- 2000 #10 AV WINDOW ENVELOPES	597.90
US BANK PURCHASING CARD PROGRAM	AE-FY22-23 GFOA MEMBERSHIP DUES	150.00
FIFTH ASSET, INC	FY22-23 DEBTBOOK SUBSCRIPTION	5,850.00
	FINANCE TOTAL:	7,066.57
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	9/6-10/5/22 ACCT#8802-CH INTERNET	1,500.00
CYTELLIX CORPORATION	FY22-23 CYTELLIX - CYBER SECURITY	20,261.00

Vendor Name	Description (Item)	Amount
NATHAN M KEETER	AUG'22 NETWORK SUPPORT & SECURITY ENGINEER	416.67
GOTO TECHNOLOGIES USA, INC	6/18/22 - 6/17/23 GOTO WEBINAR LICENSE	1,068.00
GRANICUS INC	JUL-SEP'22 GRANICUS STREAMING SOFTWARE	1,659.00
AT&T	4/6-5/5/22 CH-ALARM/POTS LINE FY21-22	2,928.40
AT&T	5/6-6/5/22 CH-ALARM/POTS LINE-FY21-22	2,825.18
AT&T	6/6-7/5/22 CH-ALARM/POTS LINE-FY21-22	2,825.12
AT&T	JUN'22-4 EOC PHONES	109.12
AT&T	JUN'22-CH FLEET COMPLETE	51.08
AT&T	JUN'22-EOC MIFI	165.24
AT&T	JUN'22-CH-4 MIFI	160.96
JOSE RUEL FABELLA DIRA	JUL'22 ENERGOV & GIS SUPPORT	1,300.00
JOSE RUEL FABELLA DIRA	AUG'22 ENERGOV & GIS SUPPORT	1,800.00
US BANK PURCHASING CARD PROGRAM	IA-7/28 EOC YOUTUBE SUBSCR	64.99
US BANK PURCHASING CARD PROGRAM	IA-STELLAR DRI SOFTWARE SUBSCR	49.95
US BANK PURCHASING CARD PROGRAM	IA-ALISOVIEJOCENTER.COM-GODADDY	40.34
US BANK PURCHASING CARD PROGRAM	IA-GODADDY WEBSITE SECURITY	17.88
US BANK PURCHASING CARD PROGRAM	IA-AUG'22 WAITWHILE SUB-FRONT COUNTER	159.00
US BANK PURCHASING CARD PROGRAM	IA- IT SUPPLIES-STAPLES	159.39
US BANK PURCHASING CARD PROGRAM	IA-7/21 BUSINESS MEETING-STARBUCKS	16.35
US BANK PURCHASING CARD PROGRAM	IA-8/3 BUSINESS MEETING-STARBUCKS	17.65
US BANK PURCHASING CARD PROGRAM	IA-MISAC APPLICATION FEE-EXCELLENCE IN IT PROG	100.00
AT&T	8/22-9/21/22 CH- AT&T ELEVATOR LINE	1,535.53
GOTO TECHNOLOGIES USA, INC	7/19/22-7/18/23 GTRS STANDARD NAMED	2,280.00
GOTO COMMUNICATIONS	SEP'22 CH GOTO VOIP SERVICE & SUPPORT	1,858.66
LUNAVI, INC	SEP'22 OFFSITE BACKUP STORAGE SERVICE-ZERTO	1,641.48
INFORMATION TECHNOLOGY TOTAL:		45,010.99
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	SEP'22 OFF SITE STORAGE RECORDS	427.45
RICOH USA	8/12-9/11/22 RICOH C5200S LEASE	729.92
RICOH USA	9/12-10/11/22 RICOH C5200S LEASE	729.92
NESTLE WATERS NORTH AMERICA	AUG'22-CH-COFFEE/WATER FILTRATION & FLTR SVC	49.54
DS SERVICES OF AMERICA, INC	8/18 CH BOTTLED WATER SERVICE	93.35
IPROMOTEU.COM INC	N.LOCEY/K.PHAM/A.ALBERS/S.KIM-BUSINESS CARDS	180.80
RICOH USA	7/1-7/31/22 RICOH 2504 (SUITE 200)-COPIES	21.00
RICOH USA	8/1-8/30/22 RICOH 2504EX FRONT COUNTER-COPIES	190.41
RICOH USA	9/1-9/30/22 RICOH 2504 (SUITE 200)-COPIES	21.00
CINTAS CORPORATION NO. 2	SEP'22 CITY HALL FIRST AID SUPPLIES	220.82
US BANK PURCHASING CARD PROGRAM	DL-7/28 CITY GEAR-ADD'L ORDER	71.72
FEDERAL EXPRESS	9/1/22-COUNCIL MAIL-MM	10.80
STAPLES ADVANTAGE	CEN-COPY & BREAK ROOM SUPPLIES	680.17
QUADIENT FINANCE USA, INC	8/30/22 QUADIENT POSTAGE INK ORDER	151.50
NON-DEPARTMENTAL TOTAL:		3,578.40
C. S. ADMINISTRATION		
CABCO YELLOW INC	REISSUE PMT-FEB'22 SMP FUND	123.00
C. S. ADMINISTRATION TOTAL:		123.00
IGLESIA BUILDING		
ENTRY CONTROL, INC	AUG'22 IGLESIA LOCKS ADD'L KEYS	53.88
US BANK PURCHASING CARD PROGRAM	KB-IPCC TOILET SEAL-HIRSCH PIPE SUPPLY	120.78
PROTECTION ONE ALARM MONITORING INC	9/17-10/16/22 IGLESIA ALARM MONITORING SRV	50.00
IGLESIA BUILDING TOTAL:		224.66
PLANNING		
US BANK PURCHASING CARD PROGRAM	IA-JUL'22 CONSTANTCONTACT.COM SUBS	45.00
PLANNING TOTAL:		45.00
BUILDING		
US BANK PURCHASING CARD PROGRAM	AE-7/28 CASHIERING TEST RECEIPT FOR CC FEE	0.06
BUILDING TOTAL:		0.06
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	SEP'22 PUBLIC WORKS WAREHOUSE LEASE	1,035.00
AT&T	JUN'22-PW TABLET-AT&T INTERNET	80.48
SHAUN PELLETIER	SP-8/27-9/1 APWA CONF PARKING REIMBURSEMENT	115.50
COUNTY OF ORANGE	FY22-23 NPDES WQ IMPLEMENTATION (AGRMNT EC28180)	900.86
ENGINEERING (GENERAL) TOTAL:		2,131.84

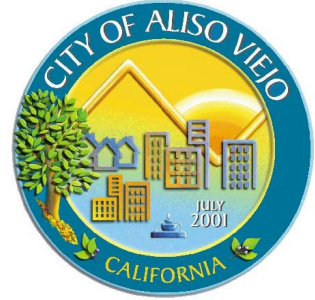
Vendor Name	Description (Item)	Amount
STREET MAINTENANCE		
PV MAINTENANCE INC	AUG'22 STREET MAINTENANCE	29,035.62
	STREET MAINTENANCE TOTAL:	29,035.62
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	SEP'22 BODY WORN CAMERA	13,912.44
COUNTY OF ORANGE	SEP'22 IN CAR VIDEO	7,823.85
COUNTY OF ORANGE	SEP'22 CONTRACT PAYMENT CREDIT	(2,066.06)
COUNTY OF ORANGE	SEP'22 LAW ENFORCEMENT	798,643.94
	LAW ENFORCEMENT-CONTRACT TOTAL:	818,314.17
LAW ENFORCEMENT-OTHER		
AT&T	JUN'22-PALS PHONE	44.52
US BANK PURCHASING CARD PROGRAM	CP-QTRLY TOLL ROADS	1,000.00
US BANK PURCHASING CARD PROGRAM	CP-BUSINESS CARDS FOR SHERIFF PERSONNEL	425.61
ALL CITY MANAGEMENT SERVICES	8/7-8/20/22 184 HRS-SCHOOL CROSSING GUARD SRV	5,356.24
	LAW ENFORCEMENT-OTHER TOTAL:	6,826.37
	GENERAL FUND TOTAL:	1,013,860.54
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
US BANK PURCHASING CARD PROGRAM	KB-CH PAINT & PAINTING SUPPLIES-HOME DEPOT	162.17
US BANK PURCHASING CARD PROGRAM	KB-CH PATCHING SUPPLIES FOR DIR OFFICE-HOME DEPO	55.08
THURSTON ELEVATOR CONCEPTS INC	SEP'22 CH ELEVATOR MONITORING SRV	131.00
GLENWOOD MAINTENANCE CORPORATION	AUG'22 35 PLAYA HOA LATE FEES	14.00
HARBOR STATION MAINTENANCE	AUG'22 35 PLAYA HOA LATE FEES	17.50
THE GAS COMPANY	AUG'22 MTR#6544 CITY HALL GAS SERVICE	48.76
SO CAL EDISON	AUG'22 ACCT#7189 CITY HALL ELECTRICITY	9,663.49
	NON-DEPARTMENTAL TOTAL:	10,092.00
	GEN. FD-CITY HALL TOTAL:	10,092.00
103 - GF-AV RECREATION SERVICES		
APRIL HARPER	SPANISH CLASS ADMIN FEE REFUND-APRIL HARPER	5.00
APRIL HARPER	SPANISH CLASS REFUND-APRIL HARPER	140.00
		145.00
RECREATION SERVICES		
PV MAINTENANCE INC	AUG'22 AV RANCH MAINTENANCE	1,774.89
PRESS-TIGE ENTERPRISES INC	8/27 AVR DRY CLEANING SERVICES	266.11
PRESS-TIGE ENTERPRISES INC	8/27 AVR DRY CLEANING SERVICES	108.86
PRESS-TIGE ENTERPRISES INC	8/27 AVR DRY CLEANING SERVICES	278.21
GARDAWORLD	SEP'22-AVR-CASH COURIER SERVICE	433.66
AT&T	4/6-5/5/22 AVR-ALARM/POTS LINE	930.30
AT&T	5/6-6/5/22 AVR-ALARM/POTS LINE	913.89
AT&T	6/6-7/5/22 AVR-ALARM/POTS LINE	912.85
TEAM ONE MANAGEMENT SERVICES	AUG'22 AVR JANITORIAL SERVICES	5,480.00
AT&T	JUN'22-REC TABLET-AT&T INTERNET	40.24
AT&T	JUN'22-4 REC PHONES	179.28
LYONS SECURITY SERVICE IN	AUG'22 AVR EVENT SECURITY SERVICES	1,961.00
CINTAS CORPORATION NO. 2	SEP'22 AVR FIRST AID SERVICES	115.75
US BANK PURCHASING CARD PROGRAM	KB-AVR WATER KEY SUPPLIES-HOME DEPOT	16.97
US BANK PURCHASING CARD PROGRAM	KB-AVR FENCE REPAIR SUPPLIES-HOME DEPOT	60.47
US BANK PURCHASING CARD PROGRAM	KB-AVR SOAP DISPENSER REPAIR-HIRSCH	88.84
US BANK PURCHASING CARD PROGRAM	KB-AVR HARDWARE FOR CHAIN REPAIR-HOME DEPOT	19.35
US BANK PURCHASING CARD PROGRAM	KB-AVR ELECTRONIC LIGHTING TIMER-HOME DEPOT	173.99
STAPLES ADVANTAGE	RCS OFFICE SUPPLIES	351.95
MOULTON NIGUEL WATER DIST	7/25-8/22/22 MTR#1100 AV RANCH WATER SRV	155.75
MOULTON NIGUEL WATER DIST	7/25-8/22/22 MTR #0958 AV RANCH WATER SERVICE	392.76
SO CAL EDISON	AUG'22 ACCT#4551 THE FARM ELECTRICITY	1,313.92
SO CAL EDISON	AUG'22 ACCT#6247 AV RANCH TRACKED CHARGES	1,422.92
SO CAL EDISON	AUG'22 ACCT#6247 AV RANCH ELECTRICITY	5,141.64
GOTO COMMUNICATIONS	SEP'22 AVR GOTO VOIP SERVICE & SUPPORT	679.29
	RECREATION SERVICES TOTAL:	23,212.89
	GF-AV RECREATION SERVICES TOTAL:	23,357.89

Vendor Name	Description (Item)	Amount
203 - GAS TAX		
STREET MAINTENANCE		
PV MAINTENANCE INC	AUG'22 STREET MAINTENANCE (GAS)	35,487.97
BEAR ELECTRICAL SOLUTIONS INC	JUL'22 TRAFFIC SIGNAL MONITORING-RESPONSE	9,967.10
BEAR ELECTRICAL SOLUTIONS INC	JUL'22 TRAFFIC SIGNAL MONITORING-ROUTINE	3,162.60
R F DICKSON CO INC	AUG'22 STREET SWEEPING SERVICES	8,668.66
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	SEP'22 DATABASE MAINTENANCE & 80 TICKETS	150.00
MOULTON NIGUEL WATER DIST	7/25-8/22/22 MTR #8838 MEDIANS WATER SRV	157.21
MOULTON NIGUEL WATER DIST	7/25-8/22/22 MTR#6544 MEDIANS WATER SRV	263.73
MOULTON NIGUEL WATER DIST	7/25-8/22/22 MTR #2066 MEDIANS WATER SRV	677.13
SO CAL EDISON	AUG'22 STREET LIGHTS LS2 ELECTRICITY	1,106.04
SO CAL EDISON	AUG'22 STREET LIGHTS LS1 ELECTRICITY	15,211.82
SO CAL EDISON	AUG'22 STREET LIGHTS TC1 ELECTRICITY	3,251.11
	STREET MAINTENANCE TOTAL:	78,103.37
	GAS TAX TOTAL:	78,103.37
204 - MEASURE M		
GEN-MEASURE M		
CABCO YELLOW INC	REISSUE PMT-FEB'22 SMP M2 FUND	492.00
	GEN-MEASURE M TOTAL:	492.00
	MEASURE M TOTAL:	492.00
215 - PUBLIC SAFETY GRANTS		
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	SEP'22 MOTORCYCLE REPLACEMENT COSTS	65.92
COUNTY OF ORANGE	SEP'22 E CITATION RECURRING COSTS	291.45
COUNTY OF ORANGE	SEP'22 E CITATION REPLACEMENT COSTS	91.82
COUNTY OF ORANGE	SEP'22 MDC REPLACEMENT	1,550.49
COUNTY OF ORANGE	SEP'22 MDC RECURRING	4,043.58
	LAW ENFORCEMENT-OTHER TOTAL:	6,043.26
	PUBLIC SAFETY GRANTS TOTAL:	6,043.26
241 - TECHNOLOGY FUND		
GEN-TECHNOLOGY GRANTS		
GRANICUS INC	JUL-SEP'22 GRANICUS WEBSTREAMING	2,314.27
	GEN-TECHNOLOGY GRANTS TOTAL:	2,314.27
	TECHNOLOGY FUND TOTAL:	2,314.27
251 - FEDERAL GRANTS		
GEN-FEDERAL GRANT		
US BANK PURCHASING CARD PROGRAM	AE-AF 38 COLONIAL WAY APPRAISAL FEE	500.00
	GEN-FEDERAL GRANT TOTAL:	500.00
	FEDERAL GRANTS TOTAL:	500.00
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	FY 21-22 RETENTION PAYMENT	19,500.00
		19,500.00
GEN-AQUATIC CENTER		
PV MAINTENANCE INC	AUG'22 AQ CTR MAINTENANCE	123.00
GARDAWORLD	SEP'22 -AQ CTR-CASH COURIER SERVICE	433.66
STAPLES ADVANTAGE	AQ CTR OFFICE SUPPLIES	345.94
THE ILLINI COMPANIES, INC	7/9 AQUATIC CENTER POOL CHEMICALS	1,706.69
THE ILLINI COMPANIES, INC	7/29 AQUATIC CENTER POOL CHEMICALS	385.72
THE ILLINI COMPANIES, INC	8/8 AQUATIC CENTER POOL CHEMICALS	2,115.09
THE ILLINI COMPANIES, INC	8/17 AQUATIC CENTER POOL CHEMICALS	279.28
THE ILLINI COMPANIES, INC	8/24 AQUATIC CENTER POOL CHEMICALS	216.03
THE GAS COMPANY	AUG'22 MTR#2349 AQ CTR GAS SERVICE	1,402.67
PREMIER AQUATIC SERVICES	FY 21-22 MANAGEMENT INCENTIVE FEE	102,147.60
KNORR SYSTEMS INC	JUL'22 AQ CTR MONTHLY MAINTENANCE	1,792.64

Vendor Name	Description (Item)	Amount
KNORR SYSTEMS INC	AUG'22 AQ CTR MONTHLY MAINTENANCE	1,792.64
	GEN-AQUATIC CENTER TOTAL:	112,740.96
	CITY FAC.-AQUATIC CENTER TOTAL:	132,240.96
311 - STREET IMPROVEMENTS		
RJ NOBLE COMPANY	REISSUE PMT-JUN'22 #136 ALISO REHAB RETENTION	(4,029.78)
		-4,029.78
TRAFFICE SAFETY		
HARTZOG & CRABILL INC	JUL'22 #130 ALISO CREEK TRAFFIC SIGNAL SYNC	4,882.26
	TRAFFICE SAFETY TOTAL:	4,882.26
STREETS & HIGHWAYS		
RJ NOBLE COMPANY	REISSUE PMT-JUN'22 #136 ALISO REHAB	80,595.60
LOCAL AGENCY ENGINEERING, INC	AUG'22 ALISO CREEK RD REHAB-ENT/SR73	1,679.81
	STREETS & HIGHWAYS TOTAL:	82,275.41
	STREET IMPROVEMENTS TOTAL:	83,127.89
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
PV MAINTENANCE INC	AUG'22 #057 SUITE 200 IMPROVEMENTS	1,158.00
AQUA NET INC	#118 AQC SHADES FOR WOODEN PERGOLA WORK COMPLETION	6,337.50
	CAPITAL IMPROVEMENTS TOTAL:	7,495.50
	CAPITAL IMPROVEMENTS TOTAL:	7,495.50
332 - STORM WATER		
DRAINAGE IMPROVEMENTS		
PV MAINTENANCE INC	AUG'22 #030 WOOD CANYON MAINTENANCE	579.00
	DRAINAGE IMPROVEMENTS TOTAL:	579.00
	STORM WATER TOTAL:	579.00
411 - DEBT SERVICE		
DEBT SERVICE		
THE BANK OF NEW YORK	FY22-23 COP ADMIN FEE	1,550.00
	DEBT SERVICE TOTAL:	1,550.00
	DEBT SERVICE TOTAL:	1,550.00
741 - RENEWABLE FARMS		
AARON FLORA	AUG'22 RENEWABLE FARMS-RETENTION PAYMENT	(2,288.35)
AARON FLORA	AUG'22 RENEWABLE FARMS-PAYMENT	22,883.50
		20,595.15
	RENEWABLE FARMS TOTAL:	20,595.15
	GRAND TOTAL:	1,380,351.83

City of Aliso Viejo

AGENDA ITEM



DATE: October 5, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services/City Treasurer

SUBJECT: TREASURER'S STATEMENT – AUGUST 2022

Recommended Action:

Approve August 2022 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact

Background:

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

Discussion:

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

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

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

Fund transfers for capital projects and reimbursement of fiscal charges for the CFD 2005-01 are completed on a quarterly basis.

Attachment:

1. Aug'22 Treasurer's Statement

CITY OF ALISO VIEJO

TREASURER'S MONTHLY CASH STATEMENT

August 31, 2022

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
GENERAL FUND	\$ 6,004,426.96	\$ 2,061,119.79	\$ 3,885,513.03		\$ 4,180,033.72
TCRF	\$ 78,264.08				78,264.08
GAS TAX FUND	\$ 745,473.92	123,367.81	54,050.48		814,791.25
MEASURE M	\$ 1,348,867.97				1,348,867.97
SB1-RMRA	\$ 757,693.03	86,672.36			844,365.39
PUBLIC SAFETY GRANTS	\$ 136,170.75		17,114.62		119,056.13 ⁽¹⁾
AIR QUALITY IMPRVMT FD	\$ 1,071,335.55				1,071,335.55
INTEGRATED WASTE MGMT FD	\$ 86,192.00				86,192.00
OTHER GRANTS	\$ (314,028.55)				(314,028.55)
TECHNOLOGY GRANT	\$ 207,072.58	22,867.80			229,940.38
DEVELOPMENT IMPACT	\$ 1,410,622.33				1,410,622.33
FEDERAL GRANTS	\$ 2,845,062.83	88,107.50	83,640.28		2,849,530.05
CITY FACILITY - AV CTR	\$ 179,758.92		5.52		179,753.40
CITY FACILITY - AQUATIC CTR	\$ 84,723.29	94,795.09	90,728.81		88,789.57
STREET IMPROVEMENTS	\$ 55,424.28	53,478.44	1,108,573.82		(999,671.10) ⁽²⁾
CAPITAL IMPROVEMENTS	\$ -		21,371.56		(21,371.56) ⁽²⁾
STORM WATER	\$ -	5,353.30	2,123.00		3,230.30 ⁽²⁾
COP CAPITAL	\$ -				- ⁽²⁾
COP	\$ (8,274.33)				(8,274.33)
AV RANCH FOUNDATION	\$ 50.00	50.00			100.00
CFD 2005-01	\$ (7,105.98)	7,417.96	3,099.98		(2,788.00)
RENEWABLE FARMS	\$ 88,406.00	31,145.00	51,515.00		68,036.00
COMMUNITY TRUST	\$ 7,540.68				7,540.68
TOTALS	\$ 14,777,676.31	\$ 2,574,375.05	\$ 5,317,736.10	\$ -	\$ 12,034,315.26

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 3,235,767.61
SAVINGS ACCOUNT:	MONEY MARKET	\$ 25,703.84
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 8,772,843.81

TOTAL CASH

\$ 12,034,315.26

Years to Maturity for August 2022

1.26

Weighted Average Yield for August 2022

1.790%

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

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

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

\$ 31,702,502.40

Cash With Fiscal Agent	COPS/CFD 2005-01	4,606,783.40
Cash With Investment Advisor	City Investments	24,844,075.54
AV Center		1,946,137.27
PR Account		302,656.19
Petty Cash		2,850.00

GRAND TOTAL OF CITY FUNDS

\$ 43,736,817.66

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

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

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

Capital Improvements include park and AV Ranch improvement projects.

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

City of Aliso Viejo

Portfolio Summary
As of 8/31/2022

Investment Type	Original Cost	Par Value	Market Value *	% of Portfolio
Federal Agency Coupon Securities	\$ 9,224,549	\$ 9,235,000	\$ 9,077,201	27.44%
LAIF	\$ 8,772,844	\$ 8,772,844	\$ 8,772,844	26.10%
Medium Term Notes	\$ 2,000,620	\$ 2,000,000	\$ 1,939,463	5.95%
FDIC CDs	\$ 5,873,672	\$ 5,880,000	\$ 5,678,740	17.47%
Treasury Coupon Securities	\$ 7,745,235	\$ 8,000,000	\$ 7,721,307	23.04%
Portfolio:	\$ 33,616,919	\$ 33,887,844	\$ 33,189,554	100.00%

Years To Maturity 1.26

Weighted Average Yield 1.790%

*Market Values obtained from US Bank Treasury Division

Holdings Report

City of Aliso Viejo

August 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
05580ASU9	BMW Bank 1.850%	10/11/2022	245,000.00	10/11/2019 1.85%	245,000.00 245,000.00	99.96 2.74%	244,895.63 1,775.75	0.73% -104.37	NR/NR NR	0.11 0.11
7954505W1	Sallie Mae Bank 1.850%	12/12/2022	245,000.00	12/13/2019 1.64%	244,642.30 244,642.30	99.80 2.69%	244,509.27 993.42	0.73% -133.04	NR/NR NR	0.28 0.28
949495AA3	Wells Fargo National Bank West 1.800%	12/13/2022	245,000.00	12/13/2019 1.81%	245,000.00 245,000.00	99.78 2.71%	244,472.52 229.56	0.73% -527.49	NR/NR NR	0.28 0.28
27002YEX0	EagleBank 1.550%	03/20/2024	245,000.00	03/20/2020 1.60%	244,510.00 244,510.00	97.43 3.31%	238,712.81 124.85	0.73% -5,797.19	NR/NR NR	1.55 1.52
05465DAK4	Axos Bank 1.650%	03/26/2024	245,000.00	03/26/2020 1.65%	245,000.00 245,000.00	97.55 3.31%	239,008.04 66.45	0.73% -5,991.97	NR/NR NR	1.57 1.53
15118RUV7	Celtic Bank 1.400%	04/17/2024	245,000.00	04/17/2020 1.40%	245,000.00 245,000.00	97.05 3.34%	237,762.46 140.96	0.73% -7,237.55	NR/NR NR	1.63 1.60
32110YPS8	First National Bank of America 1.250%	04/22/2024	245,000.00	04/23/2020 1.30%	244,522.25 244,522.25	96.78 3.36%	237,100.96 83.90	0.73% -7,421.30	NR/NR NR	1.64 1.61
15201QDF1	CenterState Bank 1.200%	04/30/2024	245,000.00	04/30/2020 1.25%	244,522.25 244,522.25	96.66 3.36%	236,828.76 998.79	0.73% -7,693.49	NR/NR NR	1.67 1.64
58404DGU9	Medallion Bank 1.200%	04/30/2024	245,000.00	04/30/2020 1.25%	244,522.25 244,522.25	96.66 3.36%	236,828.76 998.79	0.73% -7,693.49	NR/NR NR	1.67 1.64
538036JN5	Live Oak Banking 1.650%	08/28/2024	245,000.00	02/28/2020 1.69%	244,529.60 244,529.60	96.72 3.41%	236,970.86 343.34	0.73% -7,558.74	NR/NR NR	1.99 1.95
856285RU7	State Bank of India 2.000%	11/27/2024	245,000.00	12/06/2019 2.00%	245,000.00 245,000.00	97.09 3.42%	237,860.46 1,302.19	0.73% -7,139.55	NR/NR NR	2.24 2.17
61760A4F3	Morgan Stanley Private Bank 1.950%	12/12/2024	245,000.00	12/13/2019 2.00%	244,416.90 244,416.90	96.92 3.43%	237,460.37 1,060.21	0.73% -6,956.53	NR/NR NR	2.28 2.21
61690UUJ7	Morgan Stanley Bank 1.800%	02/27/2025	245,000.00	02/28/2020 1.85%	244,416.90 244,416.90	96.28 3.45%	235,884.53 60.41	0.73% -8,532.37	NR/NR NR	2.50 2.42
14042RPG0	Capital One Bank NA 1.600%	04/08/2025	245,000.00	04/09/2020 1.65%	244,412.00 244,412.00	95.63 3.48%	234,283.95 1,568.00	0.73% -10,128.06	NR/NR NR	2.61 2.52
33847E3J4	Flagstar Bank 0.900%	05/15/2025	245,000.00	05/15/2020 0.90%	245,000.00 245,000.00	93.65 3.52%	229,442.26 658.48	0.73% -15,557.75	NR/NR NR	2.71 2.66
866264DP6	Summit State Bank 0.850%	05/15/2025	245,000.00	05/18/2020 0.90%	244,402.20 244,402.20	93.52 3.52%	229,127.19 621.90	0.73% -15,275.02	NR/NR NR	2.71 2.66
89235MJS1	Toyota Financial Savings Bank 0.800%	06/30/2025	245,000.00	06/30/2020 0.73%	245,000.00 245,000.00	93.09 3.53%	228,081.53 343.67	0.73% -16,918.48	NR/NR NR	2.83 2.79
59013KLQ7	Merrick Bank 0.550%	12/30/2025	245,000.00	12/30/2020 0.55%	245,000.00 245,000.00	91.07 3.56%	223,129.59 7.38	0.73% -21,870.42	NR/NR NR	3.33 3.30
02007GXG3	Ally Bank 3.450%	08/04/2026	245,000.00	08/04/2022 3.45%	245,000.00 245,000.00	100.19 3.45%	245,458.89 648.41	0.73% 458.89	NR/NR NR	3.93 3.63

Holdings Report

City of Aliso Viejo

August 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
Certificates of Deposit										
90348JR93	UBS Bank USA 0.950%	08/11/2026	245,000.00	08/11/2021 0.95%	245,000.00 245,000.00	90.96 3.57%	222,853.72 133.91	0.73% -22,146.29	NR/NR NR	3.95 3.86
38149MYB3	Goldman Sachs Bank 1.000%	08/11/2026	245,000.00	08/11/2021 1.00%	245,000.00 245,000.00	91.19 3.56%	223,404.23 140.96	0.73% -21,595.77	NR/NR NR	3.95 3.86
254673N44	Discover Bank 3.500%	07/29/2027	245,000.00	08/03/2022 3.50%	245,000.00 245,000.00	100.04 3.50%	245,090.16 798.77	0.73% 90.16	NR/NR NR	4.91 4.46
87164XN93	Synchrony Bank 3.500%	08/05/2027	245,000.00	08/05/2022 3.50%	245,000.00 245,000.00	100.03 3.50%	245,070.32 634.32	0.73% 70.32	NR/NR NR	4.93 4.48
02589ADQ2	American Express National Bank 3.450%	08/10/2027	245,000.00	08/12/2022 3.56%	243,775.00 243,775.00	99.80 3.56%	244,503.14 509.47	0.73% 728.14	NR/NR NR	4.95 4.50
					5,873,671.65		5,678,740.34	17.47%		2.51
Total Certificates of Deposit			5,880,000.00	1.75%	5,873,671.65	3.36%	14,243.89	-194,931.36		2.40
Corporate Bonds										
594918BQ6	Microsoft 2.000%	08/08/2023 06/08/2023	500,000.00	12/06/2019 1.79%	503,635.00 503,635.00	98.67 3.10%	493,357.50 638.89	1.50% -10,277.50	Aaa/AAA AAA	0.94 0.90
30231GBC5	Exxon Mobil 2.019%	08/16/2024 07/16/2024	500,000.00	12/12/2019 1.95%	501,615.00 501,615.00	97.19 3.55%	485,944.00 420.62	1.49% -15,671.00	Aa2/AA- NR	1.96 1.88
037833DM9	Apple 1.800%	09/11/2024 08/11/2024	500,000.00	12/06/2019 1.92%	497,165.00 497,165.00	96.93 2.88%	484,646.00 4,250.00	1.48% -12,519.00	Aaa/AA+ NR	2.03 1.94
64952WDL4	New York Life 2.000%	01/22/2025	500,000.00	01/22/2020 2.08%	498,205.00 498,205.00	95.10 3.65%	475,515.00 1,083.33	1.48% -22,690.00	Aaa/AA+ AAA	2.40 2.29
					2,000,620.00		1,939,462.50	5.95%		1.83
Total Corporate Bonds			2,000,000.00	1.93%	2,000,620.00	3.30%	6,392.84	-61,157.50		1.75
LAIF										
9830007	LAIF 1.276%	09/01/2022	8,772,843.81	07/27/2022 1.28%	8,772,843.81 8,772,843.81	1.00 1.28%	8,772,843.81 0.00	26.10% 0.00	NR/NR NR	0.00 0.00
					8,772,843.81		8,772,843.81	26.10%		0.00
Total LAIF			8,772,843.81	1.28%	8,772,843.81	1.28%	0.00	0.00		0.00
U.S. Agencies										

Holdings Report

City of Aliso Viejo

August 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Agencies										
313385H41	FHLB	09/27/2022	2,000,000.00	06/28/2022	1,990,900.00	99.82	1,996,460.00	5.92%	P-1/A-1+	0.07
	0.000%			1.81%	1,990,900.00	5.04%	0.00	5,560.00	F1+	0.07
313385H74	FHLB	09/30/2022	2,000,000.00	07/07/2022	1,991,027.78	99.80	1,996,068.00	5.92%	P-1/A-1+	0.08
	0.000%			1.94%	1,991,027.78	4.77%	0.00	5,040.22	F1+	0.08
3133ELZF4	FFCB	11/14/2022	500,000.00	05/14/2020	499,745.00	99.44	497,189.00	1.49%	Aaa/AA+	0.21
	0.270%			0.29%	499,745.00	3.78%	401.25	-2,556.00	AAA	0.20
3130AJ7E3	FHLB	02/17/2023	500,000.00	02/21/2020	499,080.00	99.16	495,791.00	1.48%	Aaa/AA+	0.47
	1.375%			1.44%	499,080.00	3.18%	267.36	-3,289.00	AAA	0.46
3130ASCC1	FHLB	06/23/2023	1,000,000.00	06/23/2022	1,000,000.00	99.02	990,166.00	2.97%	Aaa/AA+	0.81
	2.000%	12/23/2022		2.00%	1,000,000.00	2.54%	3,777.78	-9,834.00	AAA	0.77
3130A3VC5	FHLB	12/08/2023	500,000.00	02/20/2020	514,900.00	98.36	491,783.50	1.53%	Aaa/AA+	1.27
	2.250%			1.44%	514,900.00	3.05%	2,593.75	-23,116.50	AAA	1.23
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	97.22	486,083.50	1.49%	Aaa/AA+	1.46
	1.430%			1.47%	499,245.00	2.89%	337.64	-13,161.50	AAA	1.42
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	94.87	474,345.00	1.48%	Aaa/AA+	1.78
	0.375%			0.46%	498,220.00	2.91%	421.88	-23,875.00	AAA	1.74
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	96.06	225,740.77	0.70%	Aaa/AA+	2.26
	1.625%			1.72%	233,926.05	2.91%	933.47	-8,185.29	AAA	2.17
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	91.00	455,017.00	1.48%	Aaa/AA+	3.07
	0.375%			0.48%	497,505.00	2.93%	822.92	-42,488.00	AAA	2.99
3130ASD63	FHLB	06/28/2027	1,000,000.00	06/28/2022	1,000,000.00	96.86	968,557.00	2.97%	Aaa/AA+	4.83
	3.250%	06/28/2024		3.25%	1,000,000.00	3.22%	5,687.50	-31,443.00	AAA	3.07
					9,224,548.83		9,077,200.77	27.44%		1.15
Total U.S. Agencies			9,235,000.00	1.73%	9,224,548.83	3.83%	15,243.55	-147,348.07		0.94
U.S. Treasuries										
912828YF1	U.S. Treasury	09/15/2022	500,000.00	12/12/2019	497,949.22	99.97	499,860.50	1.48%	Aaa/AA+	0.04
	1.500%			1.65%	497,949.22	3.59%	3,464.67	1,911.28	AAA	0.04
912796N96	U.S. Treasury	11/03/2022	2,000,000.00	06/28/2022	1,986,293.34	99.53	1,990,658.00	5.91%	P-1/A-1+	0.18
	0.000%			1.97%	1,986,293.34	3.70%	0.00	4,364.66	F1+	0.18
912796T33	U.S. Treasury	02/23/2023	2,000,000.00	06/29/2022	1,968,863.62	98.43	1,968,562.00	5.86%	P-1/A-1+	0.48
	0.000%			2.41%	1,968,863.62	3.31%	0.00	-301.62	F1+	0.48
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	97.95	489,726.50	1.49%	Aaa/AA+	1.17
	1.625%			1.62%	500,175.78	3.02%	2,737.77	-10,449.28	AAA	1.13
91282CCF6	U.S. Treasury	05/31/2026	1,000,000.00	06/13/2022	915,976.56	90.59	905,859.00	2.72%	Aaa/AA+	3.75
	0.750%			3.01%	915,976.56	2.83%	1,905.74	-10,117.56	AAA	3.62

Holdings Report

City of Aliso Viejo

August 31, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
U.S. Treasuries										
91282CCJ8	U.S. Treasury 0.875%	06/30/2026	1,000,000.00	06/29/2022 3.20%	913,125.00 913,125.00	90.87 2.83%	908,711.00 1,497.96	2.72% -4,414.00	Aaa/AA+ AAA	3.83 3.70
912828X88	U.S. Treasury 2.375%	05/15/2027	1,000,000.00	06/29/2022 3.20%	962,851.56 962,851.56	95.79 2.75%	957,930.00 7,034.65	2.86% -4,921.56	Aaa/AA+ AAA	4.71 4.36
					7,745,235.08		7,721,307.00	23.04%		1.73
Total U.S. Treasuries			8,000,000.00	2.46%	7,745,235.08	3.23%	16,640.79	-23,928.08		1.65
					33,616,919.37		33,189,554.42	100.00%		1.26
TOTAL PORTFOLIO			33,887,843.81	1.79%	33,616,919.37	2.91%	52,521.07	-427,365.01		1.16
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							33,242,075.49			

Transaction Report

City of Aliso Viejo

August 01, 2022 - August 31, 2022

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
08/01/2022	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	343.34	-	-
08/01/2022	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	110.75	-	-
08/03/2022	Withdrawal		LAIF Withdrawal		-	-	-	-	-1,500,000.00
08/03/2022	Purchase	254673N44	DFS 3 1/2 07/29/27	07/29/2027	-245,000.00	-	-117.47	-	-
08/04/2022	Purchase	02007GXG3	GMATBK 3.45 08/04/26	08/04/2026	-245,000.00	-	-	-	-
08/05/2022	Purchase	87164XN93	SYF 3 1/2 08/05/27	08/05/2027	-245,000.00	-	-	-	-
08/08/2022	Interest	594918BQ6	MSFT 2 08/08/23	08/08/2023	-	-	5,000.00	-	-
08/08/2022	Interest	29278TKG4	CMS 2.05 08/08/22	08/08/2022	-	-	2,490.61	-	-
08/08/2022	Interest	29278TKG4	CMS 2.05 08/08/22	08/08/2022	-	-	13.76	-	-
08/08/2022	Maturity	29278TKG4	CMS 2.05 08/08/22	08/08/2022	-	245,000.00	-	-	-
08/10/2022	Withdrawal		LAIF Withdrawal		-	-	-	-	-1,000,000.00
08/11/2022	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	197.68	-	-
08/11/2022	Interest	38149MYB3	GS 1 08/11/26	08/11/2026	-	-	1,214.93	-	-
08/12/2022	Purchase	02589ADQ2	AXP 3.45 08/10/27	08/10/2027	-243,775.00	-	-46.32	-	-
08/15/2022	Interest	949495AA3	WFC 1.8 12/13/22	12/13/2022	-	-	374.55	-	-
08/15/2022	Interest	3133ELNE0	FFCB 1.43 02/14/24	02/14/2024	-	-	3,575.00	-	-
08/16/2022	Interest	30231GBC5	XOM 2.019 08/16/24	08/16/2024	-	-	5,047.50	-	-
08/17/2022	Interest	3130AJ7E3	FHLB 1 3/8 02/17/23	02/17/2023	-	-	3,437.50	-	-
08/17/2022	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	291.32	-	-
08/22/2022	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	260.10	-	-
08/22/2022	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	322.53	-	-
08/26/2022	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	343.34	-	-
08/29/2022	Interest	61690UUJ7	MS 1.8 02/27/25	02/27/2025	-	-	2,186.88	-	-
08/30/2022	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	114.45	-	-
Grand Total:					-978,775.00	245,000.00	25,160.45	0.00	-2,500,000.00

California State Treasurer

Fiona Ma, CPA



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

CITY OF ALISO VIEJO

DIRECTOR OF FINANCIAL SVCS/ CITY TREAS
12 JOURNEY, #100
ALISO VIEJO, CA 92656

[Tran Type Definitions](#)



Account Number: 98-30-007

August 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
8/3/2022	8/3/2022	RW	1711333	1671626	ANN EIFERT	-1,500,000.00
8/10/2022	8/10/2022	RW	1711736	1672047	ANN EIFERT	-1,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	11,272,843.81
Total Withdrawal:	-2,500,000.00	Ending Balance:	8,772,843.81



PMIA/LAIF Performance Report as of 09/12/22



PMIA Average Monthly Effective Yields⁽¹⁾

August	1.276
July	1.090
June	0.861

Quarterly Performance Quarter Ended 06/30/22

LAIF Apportionment Rate ⁽²⁾ :	0.75
LAIF Earnings Ratio ⁽²⁾ :	0.00002057622201151
LAIF Fair Value Factor ⁽¹⁾ :	0.987125414
PMIA Daily ⁽¹⁾ :	0.99%
PMIA Quarter to Date ⁽¹⁾ :	0.69%
PMIA Average Life ⁽¹⁾ :	311

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 08/31/22 \$229.3 billion

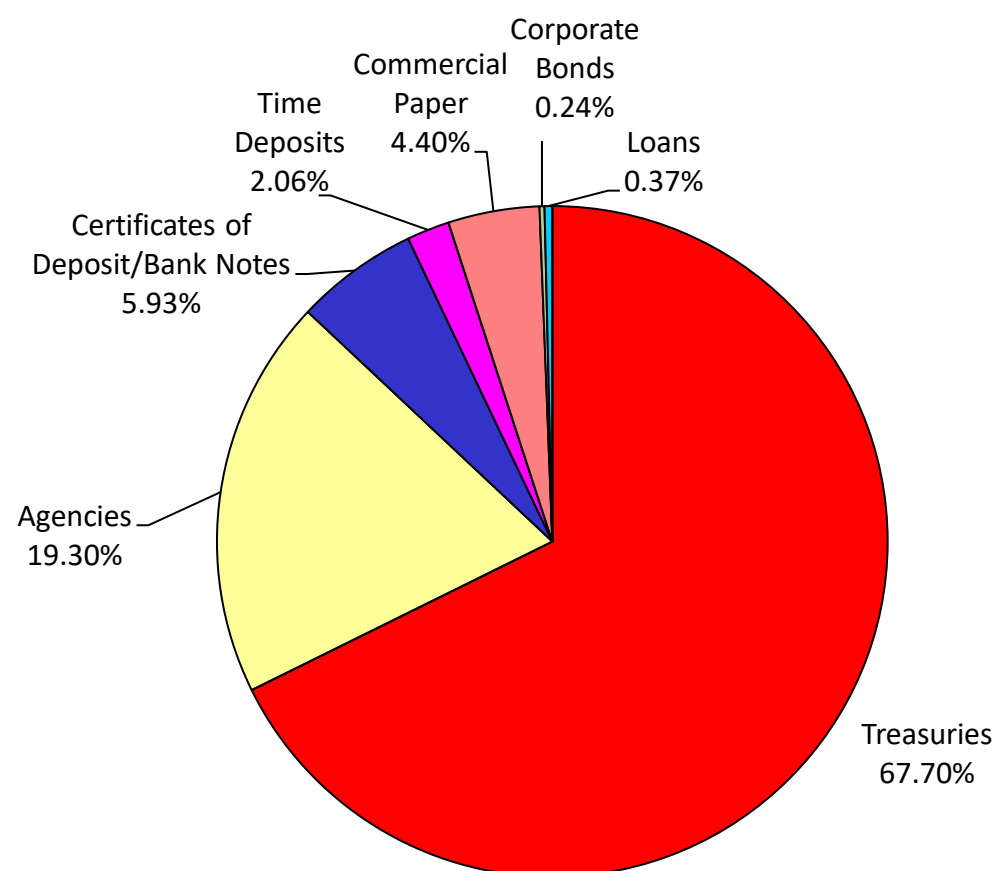


Chart does not include \$4,017,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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

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

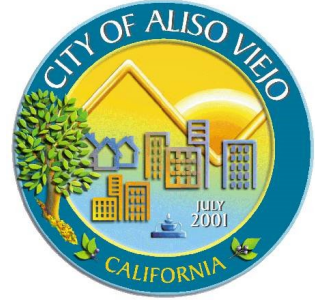
Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Aliso Viejo

AGENDA ITEM



DATE: October 5, 2022

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH RDA, LLC TO PROVIDE PLANNING CONSULTANT SERVICES

Recommended Action:

Approve and authorize the City Manager to execute a First Amendment to the Professional Services Agreement with RDA, LLA for planning consultant services to increase the total compensation by an amount not to exceed \$45,000.

Fiscal Impact:

The cost for the services provided under the first amendment is not to exceed \$45,000. Funds for this project are available in the adopted FY 2022-23 budget.

Background:

In March 2022, the City Manager entered into a professional services agreement with RDA, LLC to provide consulting services for the Town Center Vision Plan in the amount of \$40,000. To date, RDA, LLC reviewed feasibility studies, conducted additional research, prepared revised design concepts and detailed proforma, and participated in meetings with City staff and certain Town Center property owners. These meetings have recently gained more traction and the team is now at the stage of finding opportunities to incentivize the remaining property owners to participate in the future implementation of the Town Center Vision Plan.

Discussion:

Staff is recommending that the compensation amount for the RDA, LLC professional services agreement be increased by \$45,000 to continue the momentum and further the efforts of the Town Center Vision Plan. The increased compensation amount will allow RDA, LLC to continue providing services through December 2022. Staff will reassess the progress of the Town Center Vision Plan at that time and report on the next steps, if any. No changes are proposed to the agreement term, which ends on June 30, 2025.

Attachments:

1. Original Professional Services Agreement with RDA, LLC
2. First Amendment with RDA, LLC

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
PLANNING CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 21 day of March, 2022, 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 RDA, LLC, a California Limited Liability Company, with its principal place of business at 2125 S Cabrillo Ave, San Pedro, CA 90731 ("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 land use 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 land use 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 professional planning and land use consulting related to the Aliso Viejo Town Center 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 land use 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 March 22, 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 Form W-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of 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 is as follows: Brian Cornelius.

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 Omar Dadabhoy, 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 Brian Cornelius, 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 Forty Thousand Dollars (\$40,000) ("Total Compensation") without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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:

**Brian Cornelius
RDA, LLC
2125 S. Cabrillo Avenue
San Pedro, CA 90731**

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 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 attorney's 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.

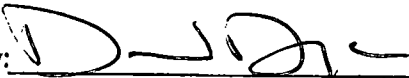
[Signatures on following page.]

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

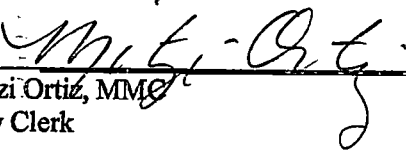
IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this 19th day of April, 2022.

CITY OF ALISO VIEJO

Approved:

By: 
David Doyle
City Manager

ATTEST:

By: 
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

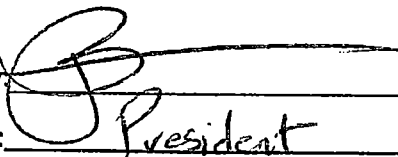

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: 
Financial Services Department

RDA, LLC a limited liability company

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

By: 
Its: President
Printed Name: Brian J. Cornelius

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:

NA/None

/

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

Los Angeles, CA
City/County/State

21 March 2022
Date

RDA, LLC.
Name of Business

Brinn J. Cornelius
Print Name

[Signature]
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.

<u>RDA LLC</u>	<u>Brian J Cornelius</u>
Name of Business	Print Name
<u>[Signature]</u>	
Signature	
<u>3/10/2022</u>	
Date	

EXHIBIT “A”

SCOPE OF SERVICES

ASSUMPTIONS:

- My client would be with the City of Aliso Viejo.
- Seth Merewitz at Best, Best and Krieger (or a designated representative) will be the point of contact for communication and discussions with City Officials and property owners on the property.
- Legal transaction and land use matters or questions will be handled by Best Best & Kreiger representing the City of Aliso Viejo.
- The “Project” for purposes of this proposal is essentially the concept plan and land use plan shown on page 20 and 23 respectively in the Gateway District Vision document which are the result of City Council approval of a “vision plan” for Town Center in 2015, further refined with workshops and other community input thru 2017.
- All the property directly affected (or occupied) by the Project is privately owned, except for lots 24 and 11 (both labelled “Aliso Park Plaza”) on the Town Center Property Owners Diagram in the Appendix, which are publicly owned. Therefore, confidential discussions with 3rd party resources, tenant prospects, potential development partners or investors and landowners would not necessarily need to be public record.
- The City of Aliso Viejo has undertaken and completed several initiatives to facilitate and justify redevelopment of the overall site, including amending CC&Rs, REA’s and Deed Restrictions to allow the types of uses and densities envisioned for the Project.
- The City of Aliso Viejo commissioned retail (Stoffel), residential and office (Concord), and hotel (CBRE) feasibility studies to support the proposed Project. Those studies date from 2016 and 2017 and likely need updating. Metrics for both the retail and residential rental sectors have changed significantly over the past 5-6 years. While construction and operating costs have escalated, *residential* rents have also increased significantly as well. Commercial retail rents have levelled off, and the focus is now on unique food and entertainment uses plus certain service uses that are resistant to online competition. There are new uses requiring a physical “store” that didn’t exist in 2016. There are uses once considered “discounters” that are now considered mainstream. The City of Aliso Viejo is prepared to have these studies updated to make the most compelling case for the Project, if necessary. The cinema is a viable use in the near term, but longer-term prospects for that type of entertainment use are less certain.
- The City of Aliso Viejo has not (yet) included the Town Center in any General Plan Land Use Element update. The redevelopment proposed would likely require a General Plan Amendment for consistency, along with other zoning amendments and/or a Specific Plan.
- The City of Aliso Viejo is willing to assist or possibly even fund the required entitlement process including preparation/amendment of a Specific Plan, making other discretionary land use decisions, and preparing the required CEQA impact analysis for that amendment. Delivering

A-1

60367.01100\33488377.1

an “entitled” project with owner participation on substantially pre-negotiated terms would greatly reduce risk for potential developers and make the project far more attractive.

- Likely the most challenging obstacle to implementing the Project is the fragmented ownership of the site. This is noted several times in the feasibility studies and has both short and longer-term consequences. In the short term any path forward likely involves creating a financial incentive for the current property owners to collaborate, cooperate and support the Project. Discussions/attempts thus far including a back- end “hope note” based on the potential future value of the redeveloped property and sharing potential parking revenue streams have been insufficiently compelling to get consensus from everyone. In the long term a coordinated merchandising, tenanting and programming of the overall re-developed property may be complicated by competing ownership interests. A joint venture agreement among the property owners could potentially include measures to reduce these inherent conflicts.

As mentioned previously, the strategy for getting owner participation may include a direct approach with attractive short and longer-term financial incentives and mitigated risk, *and/or* a more oblique approach where an attractive project design could be executed in phases and substantial portions completed without the participation of *every property owner*. The prospect of being left out of the benefits afforded project participants could help convince reluctant or un-interested parties to get on board. That strategy would require further study of the plan and construction phasing of the project to provide credible alternate scenarios.

- Due mainly to the cost of structured parking, the proforma for development of this type is likely to show a zero or negative residual land value. Assuming it makes economic and political sense, The City of Aliso Viejo may consider entering into a public private partnership for the funding and construction of project infrastructure, including roadways, utilities, parking structures and/or publicly accessible open space. It’s also possible a hotel appropriate for the Project would only be feasible with some short- or medium-term financial assistance such as transit occupancy tax waivers or rebates.

The following broadly defined tasks could sequentially lead to the goal of an RFP/RFQ targeted to selected developers (either as JV partners or as a fee developer) for a feasible and substantially entitled project based on the assumptions above. The effort involved to pursue and complete each task is a little difficult to measure from this early vantage point, so this proposal covers only the first steps. Specifically, developing a presentation of strategies and ideas to present to property owners to solicit feedback and gauge interest in supporting the redevelopment plan.

TASK A – Records/Research/Field Study

This is well underway already – a review of feasibility studies, design and planning drawings, economic analysis, background on community input and priorities, discussions/conversations with

A-2

60367.01100\33488377.1

property owners, and review available land use related documents and amendments. I would also use this time to survey other competing projects in the region to compile a list of “good ideas” and gather evidence that it’s time for AVTC to act.

Time required: Approximately 2-3 weeks.

Deliverables: Written summary of findings and recommendations, presentation and discussion.

TASK B – Strategy Presentation

Based on current feasibility studies, estimated rent income, and updated construction and leasing costs, I would extrapolate the proforma to a 2023 or 2024 build out year to find opportunities to incentivize property owners. Rather than construct a new detailed proforma and cash flows, this would be a “back of napkin” sources and uses analysis intended to identify opportunities. After reviewing those with the City, some additional research and supporting analysis may be needed to make a defensible presentation to property owners. Also some additional design/sketchwork may be required if the program, concept or phasing need adjustment based on updated numbers (or feedback from owners shared during a later task).

I will assume that the City will carry the CEQA related compliance costs and that a mixed use developer chosen thru the RFP process would carry preconstruction costs for design and permitting the project, financing and marketing the project, and the legal costs for creating joint venture agreements with property owners, for pre- leasing and for operating agreements with hotel operators, and any pre-leasing with commercial tenants. Certain other costs, such as offering rent abatement for existing tenants during the construction phase, would be a part of any overall property owner incentive package and be funded by the City, by the developer, or some combination. Part of the presentation work will be developing a reasonable estimate of those kinds of project related soft costs.

Time required: Subject to the timing of feasibility study updates, approximately 2-3 weeks to work on the proforma and create a menu of supportable incentive options and strategies for property owners that the City would approve.

Deliverables: Extrapolated proforma including projected costs and income, and updated concept plan, if required, along with a narrative outline of strategies and ideas to incentivize landowners and obtain their consent (via an LOI or MOU) to move forward with entitlements and the preparation of an RFI/RFQ. Presentation and Discussion.

TASK C – Discussions with Property Owners

Presentation to property owners and key stakeholders to reach a deal (an MOU, Letter of Intent

A-3

60367.01100\33488377.1

leading to a draft JV Agreement to be executed by the successful developer) by which owners would contribute land and support the Project in exchange for to-be-determined financial benefits in the near and long term, *in addition to* the consequential benefits to commercial retail sales and property values that are expected to result from a substantial new financial investment in the Project. This task would occur in close cooperation with the City. Several years have passed since this initiative first launched and the urgency for taking action to keep the property competitive has only increased. Even so we would assume several rounds of discussions and negotiations are needed to coordinate and reconcile potentially conflicting requirements and concerns of the parties.

Time required: Depending upon the availability/accessibility of the property owners, 1-3 months for discussions and negotiations.

Deliverables: Presentation materials supporting arguments in favor of the Project targeted to affected property owners and other stakeholders. The outcome of this task, obtaining the approval and cooperation of critical property owners, creates the opportunity for the project to move forward with entitlements,

Task B and Task C above are both decision points. If in the opinion of the City the ideas and strategies developed are not sufficiently compelling to present, or if the feedback from property owners after presenting those ideas is generally unfavorable, then the City may choose to move forward in a different direction.

EXHIBIT "B"

SCHEDULE OF SERVICES

TASK A – Records/Research/Field Study

Time required: Approximately 2-3 weeks.

Deliverables: Written summary of findings and recommendations, presentation and discussion.

TASK B – Strategy Presentation

Time required: Subject to the timing of feasibility study updates, approximately 2-3 weeks to work on the proforma and create a menu of supportable incentive options and strategies for property owners that the City would approve.

Deliverables: Extrapolated proforma including projected costs and income, and updated concept plan, if required, along with a narrative outline of strategies and ideas to incentivize landowners and obtain their consent (via an LOI or MOU) to move forward with entitlements and the preparation of an RFI/RFQ. Presentation and Discussion.

TASK C – Discussions with Property Owners

Time required: Depending upon the availability/accessibility of the property owners, 1-3 months for discussions and negotiations.

Deliverables: Presentation materials supporting arguments in favor of the Project targeted to affected property owners and other stakeholders. The outcome of this task, obtaining the approval and cooperation of critical property owners, creates the opportunity for the project to move forward with entitlements,

Task B and Task C above are both decision points. If in the opinion of the City the ideas and strategies developed are not sufficiently compelling to present, or if the feedback from property owners after presenting those ideas is generally unfavorable, then the City may choose to move forward in a different direction.

EXHIBIT "C"
COMPENSATION

FEE ESTIMATE (excluding other resources that may be added to the team with the City's prior approval).

Task A	Records/Research/Field Study	20 hours	\$ 3,000-5,000
Task B	Prepare Strategy Presentation	80 hours	\$15,000-20,000
Task C	Owner/Stakeholder Presentations	60 hours	\$10,000-15,000

In addition, I would be thrilled to continue to represent the City of Aliso Viejo in the implementation of the project in partnership with the successful developer(s) as deemed necessary and beneficial.

HOURLY RATES

(Note I have included Steve Hanna's rate and qualifications although he would be minimally involved in this initial effort.)

Brian Cornelius	\$225/hour
Steve Hanna	\$225/hour

Expenses reimbursed at cost plus 10%

CITY OF ALISO VIEJO

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR PLANNING CONSULTANT SERVICES

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement for Planning Consultant Services ("First Amendment") is entered into on the ____ day of _____, 2022, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and RDA, LLC, a California Limited Liability Company (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into an agreement entitled Professional Services Agreement for Planning Consultant Services dated March 21, 2022 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to increase the total compensation under the Agreement by **Forty-Five Thousand Dollars (\$45,000)**.

3. TERMS.

3.1 Term.

Section 3.3.1 of the Agreement is hereby amended to read as follows: 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 Ninety-Five Thousand Dollars (\$95,000) ("Total Compensation") without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Compensation.

The total compensation for the Services provided pursuant to the Agreement and this First Amendment shall not exceed Ninety-Five Thousand Dollars (\$95,000) without written approval of the City Manager. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit "C" attached hereto.

3.3 Declaration of Political Contributions. Prior to the City's approval of this Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of their employees, including any employee(s) that Consultant intends to assign to perform the Services described in this First Amendment.

3.4 Continuing Effect of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.6 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT FOR PLANNING CONSULTANT SERVICES BETWEEN THE
CITY OF ALISO VIEJO AND RDA, LLC**

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement
on this ____ day of _____, 2022.

CITY OF ALISO VIEJO

Approved:

By: _____
David Doyle
City Manager

ATTEST:

By: _____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By:
Ann Eifert
Director of Financial Services

RDA, LLC a limited liability company

**[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"
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES

SCOPE OF SERVICES

ASSUMPTIONS:

- My client would be with the City of Aliso Viejo.
- Seth Merewitz at Best, Best and Krieger (or a designated representative) will be the point of contact for communication and discussions with City Officials and property owners on the property.
- Legal transaction and land use matters or questions will be handled by Best Best & Krieger representing the City of Aliso Viejo. The "Project" for purposes of this proposal is essentially the concept plan and land use plan shown on page 20 and 23 respectively in the Gateway District Vision document which are the result of City Council approval of a "vision plan" for Town Center in 2015, further refined with workshops and other community input thru 2017.
- All the property directly affected (or occupied) by the Project is privately owned, except for lots 24 and 11 (both labelled "Aliso Park Plaza") on the Town Center Property Owners Diagram in the Appendix, which are publicly owned. Therefore, confidential discussions with 3rd party resources, tenant prospects, potential development partners or investors and landowners would not necessarily need to be public record.
- The City of Aliso Viejo has undertaken and completed several initiatives to facilitate and justify redevelopment of the overall site, including amending CC&Rs, REA's and Deed Restrictions to allow the types of uses and densities envisioned for the Project.
- The City of Aliso Viejo commissioned retail (Stoffel), residential and office (Concord), and hotel (CBRE) feasibility studies to support the proposed Project. Those studies date from 2016 and 2017 and likely need updating. Metrics for both the retail and residential rental sectors have changed significantly over the past 5-6 years. While construction and operating costs have escalated, residential rents have also increased significantly as well. Commercial retail rents have levelled off, and the focus is now on unique food and entertainment uses plus certain service uses that are resistant to online competition. There are new uses requiring a physical "store" that didn't exist in 2016. There are uses once considered "discounters" that are now considered mainstream. The City of Aliso Viejo is prepared to have these studies updated to make the most compelling case for the Project, if necessary. The cinema is a viable use in the near term, but longer-term prospects for that type of entertainment use are less certain.
- The City of Aliso Viejo has not (yet) included the Town Center in any General Plan Land Use Element update. The redevelopment proposed would likely require a General Plan Amendment for consistency, along with other zoning amendments and/or a Specific Plan.

- The City of Aliso Viejo is willing to assist or possibly even fund the required entitlement process including preparation/amendment of a Specific Plan, making other discretionary land use decisions, and preparing the required CEQA impact analysis for that amendment. Delivering an "entitled" project with owner participation on substantially pre-negotiated terms would greatly reduce risk for potential developers and make the projects far more attractive.
- Likely the most challenging obstacle to implementing the Project is the fragmented ownership of the site. This is noted several times in the feasibility studies and has both short and longer -term consequences. In the short term any path forward likely involves creating a financial incentive for the current property owners to collaborate, cooperate and support the Project. Discussions/attempts thus far including a back- end "hope note" based on the potential future value of the redeveloped property and sharing potential parking revenue streams have been insufficiently compelling to get consensus from everyone. In the long term a coordinated merchandising, tenanting and programming of the overall re -developed property may be complicated by competing ownership interests. A joint venture agreement among the property owners could potentially include measures to reduce these inherent conflicts.

As mentioned previously, the strategy forgetting owner participation may include a direct approach with attractive short and longer -term financial incentives and mitigated risk, and/or a more oblique approach where an attractive project design could be executed in phases and substantial portions completed without the participation of every property owner. The prospect of being left out of the benefits afforded project participants could help convince reluctant or un-interested parties to get on board. That strategy would require further study of the plan and construction phasing of the project to provide credible alternate scenarios.

- Due mainly to the cost of structured parking, the proforma for development of this type is likely to show a zero or negative residual land value. Assuming it makes economic and political sense, The City of Aliso Viejo may consider entering into a public private partnership for the funding and construction of project infrastructure, including roadways, utilities, parking structures and/or publicly accessible open space. It's also possible a hotel appropriate for the Project would only be feasible with some short- or medium -term financial assistance such as transit occupancy tax waivers or rebates.

The following broadly defined tasks could sequentially lead to the goal of an RFP/RFQ targeted to selected developers (either as JV partners or as a fee developer) for a feasible and substantially entitled project based on the assumptions above. The effort involved to pursue and complete each task is a little difficult to measure from this early vantagepoint, so this proposal covers only the first steps. Specifically, developing a presentation of strategies and ideas to present to property owners to solicit feedback and gauge interest in supporting the redevelopment plan. TASKA — Records/Research/Field Study This is well underway already — are view of feasibility studies, design and planning drawings, economic analysis, background on community input and priorities, discussions/conversations with property owners, and review available land use related documents and amendments. I would also use this time to survey other competing

projects in the region to compile a list of "good ideas" and gather evidence that it's time for AVTC to act.

Time required: Approximately 2-3 weeks.

Deliverables: Written summary of findings and recommendations, presentation and discussion.

TASK B — Strategy Presentation

Based on current feasibility studies, estimated rent income, and updated construction and leasing costs, I would extrapolate the proforma to a 2023 or 2024 build out year to find opportunities to incentivize property owners. Rather than construct a new detailed proforma and cashflows, this would be a "back of napkin" sources and uses analysis intended to identify opportunities. After reviewing those with the City, some additional research and supporting analysis may be needed to make a defensible presentation to property owners. Also, some additional design/sketch work may be required if the program, concept or phasing need adjustment based on updated numbers (or feedback from owners shared during a later task).

I will assume that the City will carry the CEQA related compliance costs and that a mixed-use developer chosen through the RFP process would carry preconstruction costs for design and permitting the project, financing and marketing the project, and the legal costs for creating joint venture agreements with property owners, for pre-leasing and for operating agreements with hotel operators, and any pre-leasing with commercial tenants. Certain other costs, such as offering rent abatement for existing tenants during the construction phase, would be a part of any overall property owner incentive package and be funded by the City, by the developer, or some combination. Part of the presentation work will be developing a reasonable estimate of those kinds of project related soft costs.

Time required: Subject to the timing of feasibility study updates, approximately 2-3 weeks to work on the proforma and create a menu of supportable incentive options and strategies for property owners that the City would approve.

Deliverables: Extrapolated proforma including projected costs and income, and updated concept plan, if required, along with a narrative outline of strategies and ideas to incentivize landowners and obtain their consent (via an LOI or MOU) to move forward with entitlements and the preparation of an RFI/RFQ. Presentation and Discussion.

TASK C — Discussions with Property Owners

Presentation to property owners and key stake holders to reach a deal (an MOU, Letter of Intent leading to a draft JV Agreement to be executed by the successful developer) by which owners would contribute land and support the Project in exchange for to-be-determined financial benefits in the near and long term, in addition to the consequential benefits to commercial retail sales and property values that are expected to result from a substantial new financial investment in the Project. This task would occur in close cooperation with the City. Several years have passed since this initiative first launched and the urgency for taking action to keep the property competitive has only increased. Even so we would assume several rounds of

discussions and negotiations are needed to coordinate and reconcile potentially conflicting requirements and concerns of the parties.

Time required: Depending upon the availability/accessibility of the property owners, 1-3 months for discussions and negotiations.

Deliverables: Presentation materials supporting arguments in favor of the Project targeted to affected property owners and other stakeholders. The outcome of this task, obtaining the approval and cooperation of critical property owners, creates the opportunity for the project to move forward with entitlements,

Task B and Task C above are both decision points. If in the opinion of the City the ideas and strategies developed are not sufficiently compelling to present, or if the feedback from property owners after presenting those ideas is generally unfavorable, then the City may choose to move forward in a different direction.

EXHIBIT “B” SCHEDULE OF SERVICES

TASK A - Records/Research/Field Study

Time required: Approximately 2-3 weeks.

Deliverables: Written summary of findings and recommendations, presentation and discussion.

TASK B — Strategy Presentation

Time required: Subject to the timing of feasibility study updates, approximately 2-3 weeks to work on the proforma and create a menu of supportable incentive options and strategies for property owners that the City would approve.

Deliverables: Extrapolated proforma including projected costs and income, and updated concept plan, if required, along with a narrative outline of strategies and ideas to incentivize landowners and obtain their consent (via an LOI or MOU) to move forward with entitlements and the preparation of an RFI/RFQ. Presentation and Discussion.

TASK C — Discussions with Property Owners

Time required: Depending upon the availability/accessibility of the property owners, 1-3 months for discussions and negotiations.

Deliverables: Presentation materials supporting arguments in favor of the Project targeted to affected property owners and other stakeholders. The outcome of this task, obtaining the approval and cooperation of critical property owners, creates the opportunity for the project to move forward with entitlements,

Task B and Task C above are both decision points. If in the opinion of the City the ideas and strategies developed are not sufficiently compelling to present, or if the feedback from property owners after presenting those ideas is generally unfavorable, then the City may choose to move forward in a different direction.

**EXHIBIT “C”
TO FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES**

COMPENSATION

FEE ESTIMATE (excluding other resources that may be added to the team with the City's prior approval).

Task A	Records/Research/Field Study	20 hours	\$ 3,000-5,000
Task B	Proforma Update	80 hours	\$30,000-35,000,000
Task C	Owner/Stakeholder Presentations	60 hours	\$ 35,000-45.000

In addition, I would be thrilled to continue to represent the City of Aliso Viejo in the implementation of the project in partnership with the successful developer(s) as deemed necessary and beneficial.

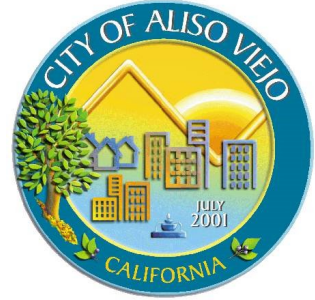
HOURLY RATES

Brian Cornelius	\$225/hour
Steve Hanna	\$225/hour
Dan Burgner	\$290/hour

Expenses reimbursed at cost plus 10%

City of Aliso Viejo

AGENDA ITEM



DATE: October 5, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: VEHICLE PURCHASE AND ASSET DISPOSAL/SURPLUS PROPERTY

Recommended Actions:

1. Authorize staff to negotiate the purchase of vehicle for the new Streets Supervisor position;
2. Appropriate up to \$55,000 from Gas Tax reserves for vehicle and required safety accessories purchase to the fiscal year 2022-23 budget; and
3. Authorize staff to negotiate the trade or sale of one existing fleet vehicle and dispose the asset.

Fiscal Impact:

The cost of the new vehicle and required safety accessories is approximately \$55,000. Funds received from the sale or trade-in of an existing fleet vehicle will be used to offset the cost, which is estimated to be between \$15,000 and \$20,000. The net cost will be funded with Gas tax reserves.

Background:

The city owns and maintains 11 fleet vehicles, including 2 police motorcycles and 1 work utility truck. Of the 8 general fleet vehicles, 4 are utilized by police services and 4 by city staff as needed. Council authority is required for purchases above \$50,000 and for the disposal of surplus items with a value greater than \$10,000.

Discussion:

The four city staff vehicles are used for various tasks including inspections, travel to meetings, and hauling supplies to and from City facilities or events. One has been allocated to the new Streets Supervisor, but it has been determined that a pickup truck would be more suitable for the type of work and equipment required for the position.

Larger items such as a ladder, push broom, shovel, garbage can, chain saw, plus hand and power tools are more easily stored in a truck than the back of a passenger vehicle.

Staff has been searching for an appropriate truck for this purpose, but supply is limited. Staff is requesting authorization to negotiate the purchase of this vehicle when it becomes available.

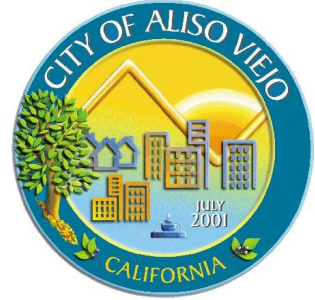
Staff does not require all four vehicles for general use and is recommending sale or trade of one vehicle (2014 Subaru Crosstrek) to offset the purchase cost for the new vehicle. Staff is requesting authorization to negotiate the sale or trade in price and expire this vehicle as a city asset, should the new vehicle be purchased.

The new vehicle will require safety accessories, specifically warning lights for on-street work and inspections. The vehicle will also have the city logo applied.

Staff respectfully recommends approval of the recommended actions.

City of Aliso Viejo

AGENDA ITEM



DATE: October 5, 2022

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney

SUBJECT: CONVENTIONAL AND URGENCY ORDINANCES ENACTING LOCAL
CAMPAIGN CONTRIBUTION LIMITS

Recommended Actions:

If Council desires to establish Local Campaign Contribution Limits that vary from the State's default limits, staff recommends that the Council do so by introducing the following Ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTION 2.04.150 TO CHAPTER 2.04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO LOCAL ELECTION CAMPAIGN CONTRIBUTION LIMITS AND REGULATIONS

And consider adopting the following Ordinance, with additional urgency findings if Council deems them appropriate:

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTION 2.04.150 TO CHAPTER 2.04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO LOCAL ELECTION CAMPAIGN CONTRIBUTION LIMITS AND REGULATIONS.

Fiscal Impact:

Yes. If Council adopts campaign contribution limits for City Council candidates that vary from the State's default limit (that is currently set at \$4,900 per source per election) then the City, as opposed to the Fair Political Practices Commission, would be required to enforce its contribution limits.

Background:

AB 571 (Local Campaign Contribution Limits) was approved by the Governor on October 8, 2019 and became operative on January 1, 2021. AB 571 gave cities the discretion to

either set contribution limits of their own choosing (including unlimited contribution limits) or default to the State's contribution limit. The Aliso Viejo City Council subsequently did not set a local campaign contribution limit, thereby defaulting to the State limit. The current default limit is \$4,900 per election per source, but increases every two years to account for inflation.

Discussion:

At its meeting of September 21, 2022, Council directed that a template ordinance, based on cities' common approach to this issue, be agendized for this meeting to enable Council to consider establishing a contribution limit for City elections. Two draft ordinances – one conventional and one urgency – are attached to this report which, if adopted, would codify City contribution limits and provide definitions and other technical terms to implement these limits. They leave open the limitation dollar amount for Council discussion.

Below are factors that Council may wish to include in its consideration of whether or not to modify the City of Aliso Viejo's contribution limit threshold:

1. The City would assume responsibility for enforcing contribution limits that vary from the State's default contribution limits. The California Fair Political Practices Commission (FPPC) enforces contribution limits that align with the State's contribution limit. Because the City has defaulted to the State's contribution limit, enforcement is currently the responsibility of the FPPC. If the City were to now adopt contribution limits that are either higher or lower than the State default limit, then the City would be responsible for enforcing its self-imposed limits. As outlined in the attached draft ordinances, enforcement would involve the retainer of a third-party attorney/investigator and could result in litigation when merited. The possibility of staff bringing enforcement actions against incumbent or future Councilmembers is complicated and frequently causes cities to contract out these services.

2. Campaign contribution limits would not apply to Independent Expenditures, Ballot Measure Committees or Committees Seeking an Officer's Recall. A local campaign contribution limit can only apply to direct contributions made to the candidate or to the candidate's controlled committee. The United States Supreme Court, in its 2010 decision in *Citizens United v. Federal Election Commission*, held that the risk of actual or perceived "pay to play" corruption is a compelling enough governmental concern to reduce First Amendment freedoms and allow limits on direct contributions to a candidate or their controlled committee. The court further determined, however, that the risk of "pay to play" corruption is not the same for independent expenditure committees (IEC) and, hence, limiting their ability to collect and spend money for campaign purposes would violate their First Amendment rights. In sum, as long as an IEC (i) doesn't give any money directly to a candidate or the candidate's controlled committee, (ii) isn't coordinating with, or acting at the behest of, a candidate or the candidate's controlled committee, and (iii) files the required disclosure paperwork, the amounts that it collects and spends for campaign purposes cannot be limited. Likewise, such limitations may not apply to ballot measure committees or committees seeking an officer's recall because the Court has found that

there is not enough risk of “pay to play” corruption to justify restricting First Amendment freedoms of these committees. The attached draft ordinances recognize these Constitutional exceptions.

The Council asked for this discussion about potential effective date for the contribution limitations. Under Government Code Section 36937, conventional city ordinances take effect after a first and second reading and passage of 30 days. That section, however, provides that ordinances take effect immediately if (1) they relate to “an election,” or (2) the city council determines by a 4/5ths vote that the ordinance is immediately necessary to preserve the public peace, health, or safety.

The first draft ordinance presented for Council consideration is a conventional ordinance. It leaves open the dollar amount of any contribution limit. It would be effective after a first and second reading, then 30 days. The vast majority of ordinances are written this way.

Having a contribution limit with *retroactive* effect would not be feasible legally. Having one with *immediate and prospective* effect raises the question of whether the ordinance is an ordinance “relating to an election” under Subsection 36937(a). An argument could be made that campaign contribution limits relate to elections and thus fall within this exception. However, the more common understanding of subsection (a) is that it applies to ordinances calling elections, specifically for initiatives and referendums, and does not apply to an ordinance with anything having to do with elections.

Therefore, if the Council wishes to consider giving this ordinance immediate effect, the only avenue for doing that would be to adopt it with a 4/5ths vote and urgency findings under subsection (b). The attached draft urgency ordinance would do that, but it contains only cursory place-holder text regarding the urgency findings. If the Council wished to consider an ordinance with immediate effect, it would need to articulate and include in this ordinance a more thorough explanation of why this ordinance can’t wait and should consider why contribution limits for the same local elections should differ based on when they’re made. These might be difficult findings to make under these circumstances, especially since the urgency ordinance would apply different limits to contributors in the very same Council race, depending on whether those contributions were received before or after the adoption date. The Constitution requires that this disparate treatment have a solid justification.

If Council adopts an urgency ordinance, it should also adopt the conventional ordinance as a backup to stand in event that the urgency ordinance is challenged or set aside for any reason.

Public Notice:

This item was publicly noticed in accordance with the City’s normal agenda procedures.

Attachments:

1. Draft Conventional Ordinance
2. Draft Urgency Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADDING SECTION 2.04.150 TO CHAPTER 2.04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO LOCAL ELECTION CAMPAIGN CONTRIBUTION LIMITS AND REGULATIONS

WHEREAS, Assembly Bill No. 571 ("AB 571") imposed a default campaign contribution limit upon cities and counties effective January 1, 2021; and

WHEREAS, California Government Code Section 85702.5 permits the City of Aliso Viejo to act by either ordinance or resolution to establish its own campaign contribution limits that differ from those described in Government Code Sections 85301 and 83124; and

WHEREAS, transparency in local elections regarding financial contributions and influence are important to promoting the election process and to ensure a fair Council election process for all candidates; and

WHEREAS, with the beginning of the 2022 election cycle it is necessary to enact the campaign finance provisions herein so that they may be effective to govern the November 8, 2022 General Municipal Election; and

WHEREAS, in adopting this Ordinance, is the City Council's intention to promote transparency and ensure a fair election process by setting local campaign contribution limitations and requiring reasonable campaign finance disclosure for City Council elections; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The recitals above are each incorporated by reference and adopted as findings by the City Council as if fully set forth herein.

SECTION 2. CEQA. The City Council finds that the proposed amendments to the Aliso Viejo Municipal Code are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. Code Amendment. Section 2.04.150 is hereby added to the Aliso Viejo Municipal Code to read in full as follows:

CHAPTER 2.04 – CITY COUNCIL

2.04.150 – City Council Campaign Finance Limitations and Regulations.

A. Intent.

It is the intent of the City Council of the City of Aliso Viejo in enacting this section to place realistic and Constitutionally enforceable limits on the amount which may be contributed to candidates' political campaigns in City elections, for the purpose of preventing potential improper or undue influence over elected officials by campaign contributions, to develop a broader base of political efficacy within the community, to provide full and fair enforcement of all the provisions of this Section, and to encourage the public to participate as candidates in elections by simplifying the local regulations as much as possible in matters adequately regulated by State law. This Section is intended to supplement the Political Reform Act of 1974, as amended and in the event of a conflict between that Act and this Section, that Act shall prevail. This Section is enacted pursuant to Article XI, Section 7 of the Constitution of the State of California, and Section 81013 of the California Government Code.

B. Definitions.

1. "Candidate" means an individual who:

- a. is listed on the ballot;
- b. who has qualified to have write-in votes on that individual's behalf counted by election officials; or
- c. who has begun to circulate nominating petitions or authorized others to circulate nominating petitions on the individual's behalf for nomination for or election to any elective City office; or
- d. who receives a contribution or makes an expenditure or gives consent for any other person to receive a contribution or make an expenditure with a view to bringing about the individual's nomination or election to any elective City office, whether or not the specific elective office for which the candidate will seek nomination or election is known at the time the contribution is received or the expenditure is made and whether or not the candidate has announced the candidacy or filed a declaration of candidacy at such time.

"Candidate" includes any individual running to replace an incumbent City officer who is the subject of a recall election but does not include any person within the meaning of Section 301(b) of the Federal Election Campaign Act of 1971. An individual who becomes a candidate retains status as a

candidate until such time as that status is terminated pursuant to the Political Reform Act of 1974 (Government Code Section 84214, or successor statute).

2. "City election" means any general or special election, including a vacancy or recall election held within the City for elective City office or on a City measure. Each general or special election is a separate election for purposes of this Section.
3. "City measure" means any proposition for the issuance of funding or refunding of bonds of the City, voter approval of local taxes or other revenue matters, or any other question or proposition submitted to the voters of the City at any election held throughout the entire City. "City measure" includes any measure which is submitted to a popular vote at an election by action of the City Council or which is submitted or is intended to be submitted to a popular vote at an election by initiative, referendum, or recall procedure, whether or not it has qualified for the ballot.
4. "Enforcement authority" under this Section, means that special counsel appointed by the City Manager in consultation with the City Attorney pursuant to Subsection (G).
5. "Person" means any individual or entity, including without limitation a firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee, or any other organization or group of persons acting in concert.

Except as otherwise stated herein, the terms of this Section shall have those definitions provided in the Political Reform Act of 1974 ((Government code Section 81000, et. seq. or in the regulations adopted by the California Fair Political Practices Commission to implement the Act.

C. Campaign Finance Disclosure/Electronic Filing.

1. Each candidate and committee must file campaign statements, statements of economic interest, reports, or other documents in the time and manner required by the Political Reform Act of 1974, as amended (Government Code Section 84100, et seq.). Except as set forth herein, compliance with the requirements of the Act are deemed to be in compliance with this Section.
2. Reportable contributions shall include, without limitation, money paid, loaned, contributed, or otherwise furnished to the candidate or any committee for the use of such candidate or such committee in aid of the candidate's election, or for the qualification, passage, or defeat of any city measure. Said disclosure shall include the name of the contributing person or entity and all other information required to be disclosed by the Political Reform Act of 1974, as amended.

3. All candidates and committees required to file campaign statements, reports, or other documents as referenced herein shall do so for all campaign expenditures made, to aid or oppose, either directly or indirectly, a candidate's election or the qualification and/or passage of any city measure. Reportable expenditures shall include, without limitation, expenditures made by a candidate, candidate-controlled committee, political party or independent expenditure committee.

4. Any elected officer, candidate, committee or other person required to file campaign statements, reports or other documents required by the Political Reform Act of 1974, as amended, shall file those statements, reports or other documents in person, online or electronically with the city clerk.

5. In any instance in which an original campaign statement, report or other document must be filed with the California Secretary of State or Fair Political Practices Commission and a copy of that statement, report or other document is required to be filed with the city clerk, the filer may, but is not required to, file the copy electronically.

6. If the city clerk's electronic system is not capable of accepting a particular type of statement, report or other document, an elected officer, candidate, committee or other person shall file that document with the city clerk in an alternative format.

D. Limits on Campaign Contributions

1. No person, other than the candidate, is permitted to make to a candidate or candidate-controlled committee, and no candidate-controlled committee treasurer may solicit or accept, any campaign contribution which will cause the total amount contributed by such person with respect to a single city election to exceed _____ Dollars (\$_____).

2. A candidate for elective office shall have no more than one candidate-controlled committee and one checking account into which all campaign contributions shall be deposited and out of which all expenditures shall be made. This paragraph shall not prohibit the establishment of savings accounts, but no qualified campaign expenditures shall be made out of these accounts.

3. A person may not make a contribution for any other person under an assumed name or under the name of any other person.

4. The limit in paragraph (1) shall not be deemed to prohibit contributions or loans from a candidate to his/her own candidate-controlled committee in accordance with State law or to limit the amount of his/her own money or property a candidate may contribute, loan to, or expend on behalf of the candidate's own

campaign. Contributions by the spouse of a candidate from such spouse's separate property shall be subject to the limit set forth in paragraph (1).

5. The limit in paragraph (1) shall not apply to contributions made to a committee which is organized solely for the purpose of supporting or opposing the qualification and/or passage of one or more city measures. However, the disclosure requirements for all committees set forth in Subsection (C) shall apply.

6. The limit in paragraph (1) shall not apply to contributions made to a committee which is organized solely for the purpose of supporting or opposing the recall of an incumbent City officer, but shall apply to all candidates and their controlled committees seeking election to replace the incumbent City officer. The disclosure requirements for all committees set forth in Subsection (C) shall apply.

7. The limit in paragraph (1) shall not apply to political contributions made to and expenditures made by an independent expenditure committee in support of or in opposition to a city measure, or in support of or opposition to the election of a candidate for city office, if the contributions and expenditures were not made at the direction or control of the candidate or his or her controlled committee. However, the disclosure requirements for all committees set forth in Subsection (C) shall apply.

8. The limit in paragraph (1) shall not apply to political contributions made prior to the effective date of this Section.

9. If a candidate or the treasurer of a candidate-controlled committee is offered a contribution which would violate this limitation, the candidate or treasurer must refuse the contribution. If, however, a contribution which is in violation of this section is deposited into the campaign trust account, the candidate or treasurer must report in writing within five days of the receipt of the contribution to the City Clerk the facts surrounding such payment or contribution and, to the extent permitted by applicable law, return the contribution.

E. Suppliers of goods and services – Disclosure of records required

No person who supplies goods or services or both goods and services to a candidate or any committee for use in connection with the campaign of a candidate or for or against a city measure may refuse to divulge or disclose to the enforcement authority that person's record of any expenditures made by the candidate or committee in payment for such goods or services or both.

F. Duties of the City Clerk

In addition to other duties required of the City Clerk under the terms of this Section, the City Clerk must:

1. Supply appropriate forms and manuals prescribed by the California Fair Political Practices Commission to implement the Political Reform Act of 1974, as amended. These forms and manuals must be furnished to all candidates and committees, and to all other persons required to report;
 2. Determine whether required documents have been filed and, if so, whether they conform on their face with the requirements of State law and this Section;
 3. Notify promptly all persons and known committees who have failed to file a document in the form and at the time required by State law and this Section;
 4. Report apparent violations of this Section and applicable State law to the enforcement authority;
 5. Compile and maintain a current list of all statements or parts of statements filed with the city clerk's office pertaining to each candidate and each city measure;
 6. Cooperate with the City Attorney and enforcement authority in the performance of the duties of the enforcement authority as prescribed in this Section and applicable State laws and to determine the appropriate enforcement.
- G. Enforcement authority – Duties, complaints, legal actions, investigatory powers.
1. The City Attorney must not investigate or prosecute any alleged violation of this Section, but will defend the constitutionality and legality of this Section in any civil proceeding in which the City or the City Council is a party.
 2. Review of complaints of violation of this Section and criminal prosecution thereof may be commenced only by the enforcement authority appointed by the City Manager. The enforcement authority is authorized to commence and prosecute civil litigation to compel compliance with this Section or to enjoin conduct in violation of this Section. Prior to each election, the City Manager, in consultation with the City Attorney, will appoint an enforcement authority for that election. If the appointment of an additional enforcement authority becomes necessary or appropriate, the City Manager, in consultation with the City Attorney, will appoint such additional enforcement authority as may be required. No enforcement or prosecution or action of the enforcement authority is subject to the review or control of the City Council or the City Attorney. The City Council shall appropriate sufficient funds from the City's treasury to retain the services of the enforcement authority and to permit him/her to fully investigate any alleged violations of this Section and, if necessary, to take action to enforce this Section.

3. Any resident of the City who believes that a violation of this Section has occurred may file a written complaint requesting investigation of such violation by the enforcement authority. The complainant shall file the complaint with the City Clerk under penalty of perjury and include proof that the complainant is a resident of the City. Anonymous or non-resident complaints will not be reviewed and/or investigated. The complaint shall state a full recitation of all facts that are alleged to constitute a violation of this Section. If a complaint does not comply with these requirements, the City Clerk shall return the complaint to the complainant, with an explanation as to why it is insufficient for filing. Within five working days after accepting the complaint for filing, the City Clerk shall forward it to the enforcement authority.
4. The enforcement authority shall, within thirty (30) calendar days of receiving the complaint, make a determination of whether there is probable cause to believe that a violation occurred. If no probable cause is determined to exist, the complaint shall be dismissed summarily and interested parties shall be notified of the dismissal in writing.
5. If the enforcement authority determines there is probable cause to believe that a violation of this Section has occurred, the enforcement authority may refer the matter to the District Attorney for criminal prosecution or may conduct an investigation and commence such administrative, civil or criminal legal action as it deems necessary for the enforcement of this Section. No enforcement, prosecution or legal action by the enforcement authority shall be subject to the review or control of the City Council or City Attorney.
6. The enforcement authority shall not investigate or take any further action regarding any alleged violation which has been referred to the District Attorney or which is already the subject of a complaint filed with the Fair Political Practices Commission, until the investigation of that complaint is complete.
7. The enforcement authority has such investigative powers as are necessary for the performance of duties described in this Section and may demand and be furnished records of campaign contributions and expenditures of any person or committee at any time. In the event that production of such records is refused, the enforcement authority may commence litigation to complete such production.
8. The enforcement authority is immune to liability for its enforcement of this Section.

9. Any action alleging violation of this Section must be commenced within two years of the time the alleged violation occurred.

H. Penalties

1. Any person who knowingly or willfully violates any provisions of this Section is guilty of a misdemeanor.
2. If any person is found to have violated Subsection (D), whether by civil, criminal or administrative enforcement action, the amount of funds received constituting such violation shall be paid by the candidate or committee that received such funds to the City Manager for deposit into the City's general fund. If any person is found to have violated any other sub-chapter of this Section, the fine imposed in connection with such violation shall be in the amount of \$250.00 for the first 30 days after said violation, \$500.00 for the next 30 days after said violation and \$1,000.00 for any period in excess of 60 days following said violation, and shall be paid to the City Manager for deposit into the City's general fund.
3. If any candidate is convicted of a violation of any provision of this Section by a court of competent jurisdiction, the court shall be authorized, to the maximum extent allowed by State law, to declare the candidate's election void or, if the candidate has already assumed office, to remove the candidate from office and declare such office vacant, to be filled in accordance with applicable State law. The Court shall also be authorized to declare the candidate/officer ineligible to hold any City office, up to the maximum amount of time allowed by State law for the offense.

I. Rules of Construction

This Section will be construed liberally in order to effectuate its purposes. No error, irregularity, informality, neglect or omission of any person in any procedure taken under this Section which does not directly affect the jurisdiction of the City to control campaign contributions and expenditures voids the effect of this Section."

SECTION 4. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of Aliso Viejo, 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 California Government Code, section 36933.

SECTION 5. Records. The documents and materials associated with this Ordinance that constitute the record of proceedings on which the City Council's findings and determinations are based are located at 12 Journey, Aliso Viejo, CA.

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

SECTION 7. Effective Date. This Ordinance shall become effective 30 days after its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2022.

Ross Chun, Mayor

APPROVED AS TO FORM:

CITY ATTORNEY

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

I, Mitzi Ortiz, City Clerk of the City of Aliso Viejo, California, hereby certify that Ordinance No. _____ having been regularly introduced at the meeting of _____, was again introduced, the reading in full thereof unanimously waived, and duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, _____, and said ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Aliso Viejo, California, this _____ day of _____, _____.

CITY CLERK
City of Aliso Viejo, California

60367.01100\40735234.1

URGENCY ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ALISO VIEJO, CALIFORNIA, ADDING SECTION 2.04.150 TO CHAPTER
2.04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO
LOCAL ELECTION CAMPAIGN CONTRIBUTION LIMITS AND
REGULATIONS**

WHEREAS, Assembly Bill No. 571 ("AB 571") imposed a default campaign contribution limit upon cities and counties effective January 1, 2021; and

WHEREAS, California Government Code Section 85702.5 permits the City of Aliso Viejo to act by either ordinance or resolution to establish its own campaign contribution limits that differ from those described in Government Code Sections 85301 and 83124; and

WHEREAS, transparency in local elections regarding financial contributions and influence are important to promoting the election process and to ensure a fair Council election process for all candidates; and

WHEREAS, with the beginning of the 2022 election cycle there is now an urgent need to take immediate action to enact the campaign finance provisions herein so that they may be effective to govern the November 8, 2022 General Municipal Election;

WHEREAS, to protect the public safety, health, and welfare, the City Council may adopt this Urgency Ordinance to set local campaign contribution limitations and require reasonable campaign finance disclosure for City Council elections as an urgency measure in accordance with Government Code section 36937, subdivision (b) by a four-fifths vote of the City Council. [ADDITIONAL URGENCY FINDINGS]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The recitals above containing a declaration of the facts constituting the need to take immediate action by urgency measure are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. CEQA. The City Council finds that the proposed amendments to the Aliso Viejo Municipal Code are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. Code Amendment. Section 2.04.150 is hereby added to the Aliso Viejo Municipal Code to read in full as follows:

CHAPTER 2.04 – CITY COUNCIL

2.04.150 – City Council Campaign Finance Limitations and Regulations.

A. Intent.

It is the intent of the City Council of the City of Aliso Viejo in enacting this section to place realistic and Constitutionally enforceable limits on the amount which may be contributed to candidates' political campaigns in City elections, for the purpose of preventing potential improper or undue influence over elected officials by campaign contributions, to develop a broader base of political efficacy within the community, to provide full and fair enforcement of all the provisions of this Section, and to encourage the public to participate as candidates in elections by simplifying the local regulations as much as possible in matters adequately regulated by State law. This Section is intended to supplement the Political Reform Act of 1974, as amended and in the event of a conflict between that Act and this Section, that Act shall prevail. This Section is enacted pursuant to Article XI, Section 7 of the Constitution of the State of California, and Section 81013 of the California Government Code.

B. Definitions.

1. "Candidate" means an individual who:

- a. is listed on the ballot;
- b. who has qualified to have write-in votes on that individual's behalf counted by election officials; or
- c. who has begun to circulate nominating petitions or authorized others to circulate nominating petitions on the individual's behalf for nomination for or election to any elective City office; or
- d. who receives a contribution or makes an expenditure or gives consent for any other person to receive a contribution or make an expenditure with a view to bringing about the individual's nomination or election to any elective City office, whether or not the specific elective office for which the candidate will seek nomination or election is known at the time the contribution is received or the expenditure is made and whether or not the candidate has announced the candidacy or filed a declaration of candidacy at such time.

"Candidate" includes any individual running to replace an incumbent City officer who is the subject of a recall election but does not include any person within the meaning of Section 301(b) of the Federal Election Campaign Act

of 1971. An individual who becomes a candidate retains status as a candidate until such time as that status is terminated pursuant to the Political Reform Act of 1974 ([Government Code](#) Section 84214, or successor statute).

2. "City election" means any general or special election, including a vacancy or recall election held within the City for elective City office or on a City measure. Each general or special election is a separate election for purposes of this Section.

3. "City measure" means any proposition for the issuance of funding or refunding of bonds of the City, voter approval of local taxes or other revenue matters, or any other question or proposition submitted to the voters of the City at any election held throughout the entire City. "City measure" includes any measure which is submitted to a popular vote at an election by action of the City Council or which is submitted or is intended to be submitted to a popular vote at an election by initiative, referendum, or recall procedure, whether or not it has qualified for the ballot.

4. "Enforcement authority" under this Section, means that special counsel appointed by the City Manager in consultation with the City Attorney pursuant to Subsection (G).

5. "Person" means any individual or entity, including without limitation a firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee, or any other organization or group of persons acting in concert.

Except as otherwise stated herein, the terms of this Section shall have those definitions provided in the Political Reform Act of 1974 ((Government code Section 81000, et. seq. or in the regulations adopted by the California Fair Political Practices Commission to implement the Act.

C. Campaign Finance Disclosure/Electronic Filing.

1. Each candidate and committee must file campaign statements, statements of economic interest, reports, or other documents in the time and manner required by the Political Reform Act of 1974, as amended (Government Code Section 84100, et seq.). Except as set forth herein, compliance with the requirements of the Act are deemed to be in compliance with this Section.

2. Reportable contributions shall include, without limitation, money paid, loaned, contributed, or otherwise furnished to the candidate or any committee for the use of such candidate or such committee in aid of the candidate's election, or for the qualification, passage, or defeat of any city measure. Said disclosure shall include the name of the contributing person or entity and all other information required to be disclosed by the Political Reform Act of 1974, as amended.

3. All candidates and committees required to file campaign statements, reports, or other documents as referenced herein shall do so for all campaign expenditures made, to aid or oppose, either directly or indirectly, a candidate's election or the qualification and/or passage of any city measure. Reportable expenditures shall include, without limitation, expenditures made by a candidate, candidate-controlled committee, political party or independent expenditure committee.

4. Any elected officer, candidate, committee or other person required to file campaign statements, reports or other documents required by the Political Reform Act of 1974, as amended, shall file those statements, reports or other documents in person, online or electronically with the city clerk.

5. In any instance in which an original campaign statement, report or other document must be filed with the California Secretary of State or Fair Political Practices Commission and a copy of that statement, report or other document is required to be filed with the city clerk, the filer may, but is not required to, file the copy electronically.

6. If the city clerk's electronic system is not capable of accepting a particular type of statement, report or other document, an elected officer, candidate, committee or other person shall file that document with the city clerk in an alternative format.

D. Limits on Campaign Contributions

1. No person, other than the candidate, is permitted to make to a candidate or candidate-controlled committee, and no candidate-controlled committee treasurer may solicit or accept, any campaign contribution which will cause the total amount contributed by such person with respect to a single city election to exceed _____ Dollars (\$_____).

2. A candidate for elective office shall have no more than one candidate-controlled committee and one checking account into which all campaign contributions shall be deposited and out of which all expenditures shall be made. This paragraph shall not prohibit the establishment of savings accounts, but no qualified campaign expenditures shall be made out of these accounts.

3. A person may not make a contribution for any other person under an assumed name or under the name of any other person.

4. The limit in paragraph (1) shall not be deemed to prohibit contributions or loans from a candidate to his/her own candidate-controlled committee in accordance with State law or to limit the amount of his/her own money or property a candidate may contribute, loan to, or expend on behalf of the candidate's own

campaign. Contributions by the spouse of a candidate from such spouse's separate property shall be subject to the limit set forth in paragraph (1).

5. The limit in paragraph (1) shall not apply to contributions made to a committee which is organized solely for the purpose of supporting or opposing the qualification and/or passage of one or more city measures. However, the disclosure requirements for all committees set forth in Subsection (C) shall apply.

6. The limit in paragraph (1) shall not apply to contributions made to a committee which is organized solely for the purpose of supporting or opposing the recall of an incumbent City officer, but shall apply to all candidates and their controlled committees seeking election to replace the incumbent City officer. The disclosure requirements for all committees set forth in Subsection (C) shall apply.

7. The limit in paragraph (1) shall not apply to political contributions made to and expenditures made by an independent expenditure committee in support of or in opposition to a city measure, or in support of or opposition to the election of a candidate for city office, if the contributions and expenditures were not made at the direction or control of the candidate or his or her controlled committee. However, the disclosure requirements for all committees set forth in Subsection (C) shall apply.

8. The limit in paragraph (1) shall not apply to political contributions made prior to the effective date of this Section.

9. If a candidate or the treasurer of a candidate-controlled committee is offered a contribution which would violate this limitation, the candidate or treasurer must refuse the contribution. If, however, a contribution which is in violation of this section is deposited into the campaign trust account, the candidate or treasurer must report in writing within five days of the receipt of the contribution to the City Clerk the facts surrounding such payment or contribution and, to the extent permitted by applicable law, return the contribution.

E. Suppliers of goods and services – Disclosure of records required

No person who supplies goods or services or both goods and services to a candidate or any committee for use in connection with the campaign of a candidate or for or against a city measure may refuse to divulge or disclose to the enforcement authority that person's record of any expenditures made by the candidate or committee in payment for such goods or services or both.

F. Duties of the City Clerk

In addition to other duties required of the City Clerk under the terms of this Section, the City Clerk must:

1. Supply appropriate forms and manuals prescribed by the California Fair Political Practices Commission to implement the Political Reform Act of 1974, as amended. These forms and manuals must be furnished to all candidates and committees, and to all other persons required to report;
 2. Determine whether required documents have been filed and, if so, whether they conform on their face with the requirements of State law and this Section;
 3. Notify promptly all persons and known committees who have failed to file a document in the form and at the time required by State law and this Section;
 4. Report apparent violations of this Section and applicable State law to the enforcement authority;
 5. Compile and maintain a current list of all statements or parts of statements filed with the city clerk's office pertaining to each candidate and each city measure;
 6. Cooperate with the City Attorney and enforcement authority in the performance of the duties of the enforcement authority as prescribed in this Section and applicable State laws and to determine the appropriate enforcement.
- G. Enforcement authority – Duties, complaints, legal actions, investigatory powers.
1. The City Attorney must not investigate or prosecute any alleged violation of this Section, but will defend the constitutionality and legality of this Section in any civil proceeding in which the City or the City Council is a party.
 2. Review of complaints of violation of this Section and criminal prosecution thereof may be commenced only by the enforcement authority appointed by the City Manager. The enforcement authority is authorized to commence and prosecute civil litigation to compel compliance with this Section or to enjoin conduct in violation of this Section. Prior to each election, the City Manager, in consultation with the City Attorney, will appoint an enforcement authority for that election. If the appointment of an additional enforcement authority becomes necessary or appropriate, the City Manager, in consultation with the City Attorney, will appoint such additional enforcement authority as may be required. No enforcement or prosecution or action of the enforcement authority is subject to the review or control of the City Council or the City Attorney. The City Council shall appropriate sufficient funds from the City's treasury to retain the services of the enforcement authority and to permit him/her to fully investigate any alleged violations of this Section and, if necessary, to take action to enforce this Section.

3. Any resident of the City who believes that a violation of this Section has occurred may file a written complaint requesting investigation of such violation by the enforcement authority. The complainant shall file the complaint with the City Clerk under penalty of perjury and include proof that the complainant is a resident of the City. Anonymous or non-resident complaints will not be reviewed and/or investigated. The complaint shall state a full recitation of all facts that are alleged to constitute a violation of this Section. If a complaint does not comply with these requirements, the City Clerk shall return the complaint to the complainant, with an explanation as to why it is insufficient for filing. Within five working days after accepting the complaint for filing, the City Clerk shall forward it to the enforcement authority.
4. The enforcement authority shall, within thirty (30) calendar days of receiving the complaint, make a determination of whether there is probable cause to believe that a violation occurred. If no probable cause is determined to exist, the complaint shall be dismissed summarily and interested parties shall be notified of the dismissal in writing.
5. If the enforcement authority determines there is probable cause to believe that a violation of this Section has occurred, the enforcement authority may refer the matter to the District Attorney for criminal prosecution or may conduct an investigation and commence such administrative, civil or criminal legal action as it deems necessary for the enforcement of this Section. No enforcement, prosecution or legal action by the enforcement authority shall be subject to the review or control of the City Council or City Attorney.
6. The enforcement authority shall not investigate or take any further action regarding any alleged violation which has been referred to the District Attorney or which is already the subject of a complaint filed with the Fair Political Practices Commission, until the investigation of that complaint is complete.
7. The enforcement authority has such investigative powers as are necessary for the performance of duties described in this Section and may demand and be furnished records of campaign contributions and expenditures of any person or committee at any time. In the event that production of such records is refused, the enforcement authority may commence litigation to complete such production.
8. The enforcement authority is immune to liability for its enforcement of this Section.

9. Any action alleging violation of this Section must be commenced within two years of the time the alleged violation occurred.

H. Penalties

1. Any person who knowingly or willfully violates any provisions of this Section is guilty of a misdemeanor.
2. If any person is found to have violated Subsection (D), whether by civil, criminal or administrative enforcement action, the amount of funds received constituting such violation shall be paid by the candidate or committee that received such funds to the City Manager for deposit into the City's general fund. If any person is found to have violated any other sub-chapter of this Section, the fine imposed in connection with such violation shall be in the amount of \$250.00 for the first 30 days after said violation, \$500.00 for the next 30 days after said violation and \$1,000.00 for any period in excess of 60 days following said violation, and shall be paid to the City Manager for deposit into the City's general fund.
3. If any candidate is convicted of a violation of any provision of this Section by a court of competent jurisdiction, the court shall be authorized, to the maximum extent allowed by State law, to declare the candidate's election void or, if the candidate has already assumed office, to remove the candidate from office and declare such office vacant, to be filled in accordance with applicable State law. The Court shall also be authorized to declare the candidate/officer ineligible to hold any City office, up to the maximum amount of time allowed by State law for the offense.

I. Rules of Construction

This Section will be construed liberally in order to effectuate its purposes. No error, irregularity, informality, neglect or omission of any person in any procedure taken under this Section which does not directly affect the jurisdiction of the City to control campaign contributions and expenditures voids the effect of this Section."

SECTION 4. Publication. The City Clerk shall certify to the adoption of this Urgency Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of Aliso Viejo, and shall post a certified copy of this Urgency Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with California Government Code, section 36933.

SECTION 5. Records. The documents and materials associated with this Urgency Ordinance that constitute the record of proceedings on which the City Council's findings and determinations are based are located at City Hall, 12 Journey, Aliso Viejo, CA.

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

SECTION 7. Effective Date. This Urgency Ordinance shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this ____ day of ____, 2022.

Ross Chun, Mayor

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

Mitzi Ortiz, 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, hereby certify that Urgency Ordinance No. _____, the reading in full thereof unanimously waived, was duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

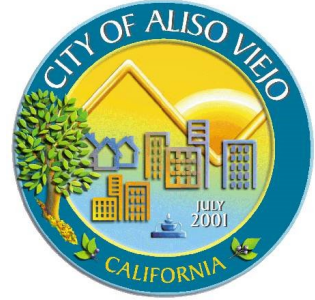
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Aliso Viejo, California, this _____ day of _____, _____.

CITY CLERK
City of Aliso Viejo, California

60367.01100\40735236.1

City of Aliso Viejo

AGENDA ITEM



DATE: October 5, 2022

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney

SUBJECT: LEAGUE OF CALIFORNIA CITIES – ORANGE COUNTY DIVISION
BOARD OF DIRECTORS ELECTION RESULTS

Recommended Action:

Receive and file.

Fiscal Impact:

None.

Background:

The League of California Cities (“League”) hosts an annual conference. This year’s conference took place in the City of Long Beach between Wednesday, September 7th and Friday, September 9th. On the second day of the conference, member cities from the League’s Orange County Division (“OC Division”) held an election to select a new slate of officers to the OC Division’s Board of Directors (the “Board”). Attachment 1 includes a complete list of the individuals elected to the Board.

On September 15, 2022, OC Division staff circulated a letter to member cities stating that the election results for the District 3 and District 5 Board representatives had been “nullified as inconsistent with the Division Bylaws.” (Attachment 1, p. 1). The letter’s reasoning is as follows:

- The OC Division bylaws (“Bylaws”) provide that only cities within each district may cast a vote for that district’s Board representative (the Bylaws are attached as Attachment 2).
- Four cities cast votes in the District 3 election and eight cities cast votes in the District 5 election. The result in both elections was a tie – each candidate in the District 3 election received two votes and each candidate in the District 5 election received four votes.

- The Bylaws contain specified run-off procedures when tie votes occur, including additional votes taken by the district's member cities. Those votes did not occur. Instead, a motion was made to hold an "at-large" run-off election. The motion passed unanimously and all 18 member cities present and voting cast votes for the District 3 and District 5 Board representatives.
- Holding an at-large run-off after only one tie vote is inconsistent with the Bylaws as it enabled cities outside each district to vote on the Board representative and circumvented the prerequisite tie breaking procedures that should have followed the initial tie vote.

The letter concludes that the election results for the District 3 and District 5 Board positions are "null and void" and "...will be filled by district election at a special meeting to be set by the 2022-23 Division Board of Directors." (Attachment 1, at p. 2).

Discussion:

Our office was asked whether the above is consistent with the Bylaws. We believe it is. The Bylaws provide that the cities "in each of the five [County Supervisorial] districts shall select one representative per district to the Board of Directors" (Bylaws, at Article IV, § C). The initial elections for the District 3 and District 5 Board representatives were consistent with the Bylaws as only cities within District 3 and District 5 voted for each district's representative.

In instances where the initial election results in a tie, the Bylaw's provide that:

- Balloting should first be "repeated" at the meeting up to two additional times. If neither candidate "receives the required majority vote after two additional ballots, the meeting shall be continued to a subsequent time for further consideration." ¹ (Bylaws, at Article IX, § A(b)).
- At the next meeting, if the district's cities are still deadlocked, then "the vote will be carried out by a vote of all Council Members on the City Councils of all current Division members."
- Thereafter, if the "tie is still not broken, a coin toss by the Division President will break the tie." (Bylaws, at Article IX, § A(b)).

The Bylaws do not authorize one-off deviations from the above procedures. Instead of proceeding directly to an at-large election, the Bylaws require each district's cities to vote on the Board candidates up to two additional times. If there is still a tie, then the matter is continued to a subsequent meeting. Each district's member cities would then have another opportunity to vote for their Board representative. If there was still a tie, then –

¹ The cities within the district can override the three vote limit (i.e., initial vote plus two run-offs) and keep voting if two-thirds of the district's cities present and voting agree to do so.

and only then – would a quasi-at-large vote occur among “all Council Members on the City Councils of all current Division members.” (Bylaws, at Article IX, § A(b)).

For the reasons provided above, the procedures surrounding the election of the District 3 and District 5 Board representatives did not conform with the Bylaws. OC Division staffs’ nullification of those results and plan for an additional vote(s) among each district’s member cities is consistent with the tie-breaking procedures set forth in the Bylaws – which contemplate each district’s member cities holding additional votes among themselves and resorting to an at-large election only if the intra-district votes are unsuccessful.

Public Notice:

This item was publicly noticed in accordance with the City’s normal agenda procedures.

Attachments:

1. OC Division Correspondence - “Results of 2022-2023 Division Board of Directors Election & Announcement of Two Open District Seats”
2. OC Division Bylaws



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

DATE: 9/15/2022

TO: ORANGE COUNTY DIVISION MEMBER CITIES

RE: RESULTS OF 2022-23 DIVISION BOARD OF DIRECTORS ELECTION & ANNOUNCEMENT OF TWO OPEN DISTRICT SEATS

On Thursday, September 8, 2022, the Membership of the Orange County Division elected a new slate of officers to the Division Board of Directors during the League of California Cities Annual Conference in the City of Long Beach. The following are the election results highlighting the city officials which were duly elected and sworn into office:

- **President** - John Taylor, Council Member, San Juan Capistrano
- **First Vice President** – Marshall Goodman, Council Member, La Palma
- **Second Vice President** – David Shawver, Mayor, Stanton
- **State League Director** – Kim Nguyen, Council Member, Garden Grove
- **Large City Representative** – Tammy Kim, Council Member, Irvine
- **Large City Representative** – Gloria Ma’ae, Council Member, Anaheim
- **Large City Representative** – Andrea Marr, Mayor Pro Tem, Costa Mesa
- **District 1 Representative** – Natalie Moser, Council Member, Santa Ana
- **District 2 Representative** – David Penaloza, Council Member, Santa Ana
- **District 4 Representative** – Rose Espinoza, Mayor, La Habra
- **Past President** – Gene Hernandez, Council Member, Yorba Linda

District 3 & District 5 Representatives

The election results for the District 3 and District 5 representatives have been nullified as inconsistent with the Division Bylaws.

Each seat received two applications. Per Article IV, section C of the Division bylaws, a vote was held in which only the cities within the district were permitted to cast one vote each for their respective District Representative.

In District 3 a total of four cities cast votes, and in District 5 a total of eight cities cast votes. When the votes were tabulated, both candidates in District 3 received two votes each, and both candidates in District 5 received four votes each. Therefore, in both elections the votes were effectively split, and none of the candidates received a majority.

In such circumstances, Article IX, section A.1.b of the Division Bylaws provides that a run off election shall be held. However, instead of holding a run off by-district (as called for in Article IV, section C), a motion was made to hold the run off election at-large (meaning that every member city present at the meeting was permitted to vote for the District 3 & District 5 Representative seats). Eighteen cities voted in favor of the motion and no cities voted against it; so thereafter, an at-large election was held.

Following the meeting, a review of the Division Bylaws determined that an at-large vote for the election of District Representatives was not authorized (despite the unanimous vote to change the vote procedures for the run off) because Article IV, section C plainly allows only the cities in each district to select their District Representative. As a result, the election results are null and void.

Therefore, the offices of both District 3 and District 5 Representatives remain open and will be filled by district election at a special meeting to be set by the 2022-23 Division Board of Directors. Once the meeting date and location are finalized, a formal meeting announcement will be sent to the cities in District 3 and 5. If you have any questions, please contact me directly at (714) 944-4023 or via email at tcardenas@calcities.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tony Cardenas', is positioned above a solid horizontal line.

Tony Cardenas
Public Affairs Regional Manager
Orange County Division
League of California Cities

**BYLAWS
OF THE
ORANGE COUNTY DIVISION
LEAGUE OF CALIFORNIA CITIES**

ARTICLE I

Section A Name

The name of this organization shall be: **“Orange County Division, League of California Cities.”**

ARTICLE II – Purpose

Section A Composition

The Orange County Division, League of California Cities, shall be composed of each municipal corporation within the County of Orange which is a member of the League of California Cities (“State League”).

Section B Purposes and Functions

The purpose and functions of this Division shall be:

1. To hold periodic meetings of city officials to foster and disseminate knowledge relating to municipal government by all appropriate means and to generate greater interest and more active civic consciousness among the members.
2. To hold periodic meetings of city officials for the discussion of municipal issues for the purposes of promoting governmental efficiency and reducing the cost of government.
3. To assist the State League in formulating policy, and advocating the common policies and positions of the State League and the Orange County Division.
4. To advocate the policies and positions of the Orange County Division in matters of local interest, which are not in conflict with the State League’s policies and principles.
5. To issue advisory votes to city representatives on select and specific policy matters, according to the process included in Article VI, Section C.

ARTICLE III – Membership

Section A Eligibility

1. Any incorporated city in Orange County which is a member of the State League is eligible for membership.

Section B Representatives

The membership of the Division shall be represented therein by the municipal elected officers of member cities. Active participation in the deliberations of the Division and a vote of any question shall be confined to member municipalities whose membership has not been suspended.

Section C Suspension

Any municipality which is in arrears in payment of its dues assessment to the State League for a period of 90 days shall automatically be deemed suspended from membership, including all associated privileges including voting rights. It shall be the duty of the Public Affairs Regional Manager of the State League to notify said city immediately.

Section D Reinstatement

A member city that has been suspended for non-payment of dues shall be reinstated to membership only after the city's total dues assessment has been paid to the State League in accordance with its rules and regulations.

Section E Notices

Notice will be deemed given to all member cities and council members three days after mailing of the notice by USPS (United States Postal Service), first-class, postage pre-paid, or upon facsimile to the clerk of each city, with electronic receipt confirmation received, or upon hand delivery to the clerk of each city, or via email, whichever method should be selected by the sender and/or, if multiple methods are selected, whichever should occur first.

ARTICLE IV – Officers

Section A Board of Directors

The affairs of the Division shall be conducted by a Board of Directors. The Board of Directors of the Division shall consist of the President, the First and Second Vice Presidents, Immediate Past President, the State League Director, three large city representatives and five district representatives. The Chair of the City Managers' Association shall serve as a non-voting ex officio member of the Board of Directors.

Section B Executive Committee

An Executive Committee will be comprised of the President, First Vice President, Second Vice President, the State League Director, and the immediate Past President, providing he/she is still in office.

Section C Election of Division Board Members

Election of the President, First Vice President and Second Vice President, State League Director (in even numbered years only), and Resolutions Committee Chair shall be held in the month preceding the annual conference of the State League. The selection of the three large city representatives and five Supervisorial district representatives shall take place at least one month before the election of officers at the General Meeting. The eight largest in population member cities shall select the three large city representatives, while the cities in each of the five Supervisorial districts shall select one representative per district to the Board of Directors. The three large city representatives shall be elected prior to the five Supervisorial district representatives. For the three large city and five district positions, no city shall have more than one representative elected to the Board of Directors.

Section D Terms and Vacancies

The President, Vice Presidents, and Chair of the Resolutions Committee shall serve a term of one year. The three large city representatives and five district representatives shall serve staggered terms of two years until their successors are elected. The staggered two years terms will begin with the 2009/2010 Board year.

The State League Director shall serve for a term of two (2) years. The term of office for all members of the Board of Directors shall commence at the meeting following the election or the annual conference of the State League, whichever is first. In the event of a vacancy, the office shall be filled by the Division membership at the next regularly scheduled meeting for the unexpired portion of such term, if the term expires more than three months from the election of new officers.

Section E Nominations

A nominating committee, comprised of one member from each County Supervisorial District, shall be appointed by the President and confirmed by the Executive Committee immediately following each year's election process, to identify and cultivate candidates for next year's election. The Division's 2nd Vice President chairs the Nomination Committee.

ARTICLE V – Duties of Officers

Section A President

It shall be the duty of the President to preside at the meetings of the Division and the Board of Directors, and to perform such other duties as ordinarily pertain to the office of President.

Section B Vice Presidents

The First and Second Vice Presidents shall assume, in order, the duties of the President during the absence of the President.

Section C Large City and District Representatives

The large city and district representatives shall represent the membership of the Division and assume duties as assigned by the President.

Section D State League Director

It shall be the duty of the State League Director to represent the Division on the Board of Directors of the League of California Cities.

Section E Chair of the Resolutions Committee

It shall be the duty of the Chair of the Resolutions Committee to preside at the meetings of the Resolutions Committee. The Chair shall also serve as the Division's representative to the State League General Resolutions Committee.

Section F The Board of Directors shall:

1. Meet when called by the President to plan and coordinate the business and proposed activities to be brought before the Division.
2. Solicit and nominate individuals to represent the Division on various bodies as defined in Article IX, Section A of these Bylaws.
3. Appoint the standing committees as defined in Article VII, Section A, of these Bylaws.
4. Appoint temporary and on-going task forces and committees as necessary.
5. Have the authority to act on behalf of the Division on matters of municipal concern, including legislative and policy matters subject to approval of the Division at its next regular meeting, or through the variety of member feedback mechanisms.

Section G Executive Committee

The Executive Committee shall be responsible for setting the Board of Directors meeting agenda items, identifying policy issues that need attention by the full Board and confirming the nominations of the President.

ARTICLE VI – Meetings

Section A Regular

Regular meetings of the Division shall be held quarterly.

Section B Special

Special business meetings of the Division may be held at any time upon call of the President or upon petition of 25 percent of the member cities in good standing. No such special business meeting may be legally held, however, unless written notice thereof is given to the member municipalities at least 72 hours in advance of such special meeting. Such notice shall specify the time, place and purpose of such special meeting, and no other business shall be transacted except that for which said meeting is called.

Section C Division Membership Polling

In an effort to maintain Division focus on common issues for Orange County cities, from time to time, the Division Board may desire to poll its members on key legislative and policy matters that affect Orange County cities. Such policy matters will be agendized for a vote of the current member cities at a business meeting of the Division. If such a meeting is required to be expedited, the Division will provide 10 days notice of the special business meeting to current Division members. An affirmative vote of two thirds (2/3) of member cities will be required for the Division to take a position on such a matter. The Division will not take positions on political matters such as partisan issues or ballot initiatives.

Section D Quorum

A majority of the member cities shall constitute a quorum for the transaction of business at any meeting of the Division.

Section E Voting

1. A majority of the member cities present may act on any issue properly coming before any business meeting of the Division.
2. Each member city shall have one vote. The vote shall be cast by the Mayor of each member city, or his/her Council Member designee, confirmed in writing and delivered to the Division prior to the vote.
 - a. When taking positions on legislative matters and/or adopting a State and Federal Legislative Platforms, a weighted voting system may be used at the request of any member city prior to the vote. The weighted voting system shall require that a majority of member cities present at the meeting representing a majority of their total population will be required to act on the issue before the Division.
3. There shall be no secret ballots.

Section F Minutes

Minutes for Division business meetings will be approved at the following business meeting by a majority vote of member cities present.

Section G Procedure

The conduct of meetings shall be governed by Robert’s Rules of Order where the question at issue is not determined by these Bylaws.

ARTICLE VII – Finances

Section A Retention of Financial Professional

The Board of Directors and Division Public Affairs Regional Manager shall work through the Sacramento office of the League to secure appropriate bookkeeping, financial reporting and auditing functions for the Division, if necessary.

ARTICLE VIII – Standing Committees

Section A Resolutions Committee

The policies governing the responsibilities and procedures are contained in the separate document entitled “Resolutions Committee Procedures” and attached to the Bylaws as Appendix A.

Section B City Managers’ Committee

The City Managers’ Committee may advise the Division Public Affairs Regional Manager, and the Board of Directors on matters pertaining to the Division, and may serve as a staff resource to all committees and task forces appointed by the Division. The City Managers’ Committee shall consist of the Officers of the Orange County City Managers Association, and members appointed by the President of the Orange County City Managers’ Association.

ARTICLE IX – Elections

Section A Procedure

1. All elections of individuals or committees shall be made through the application process, with the understanding that nominations may come from the floor on the day of the vote for the particular commission or committee.
 - a. All candidates shall be elected officials, except as otherwise provided by State and County law.
 - b. A majority of the cities present (if a quorum was achieved) is necessary to appoint representatives to boards, commissions, or agencies. If there are three or more nominees for a position and none receives a majority vote of the number of members present, then all but the two nominees with the greatest number of votes shall be removed and the balloting repeated. If neither receives the required majority vote after two additional ballots, the meeting shall be continued to a subsequent time for further consideration. This rule limiting the number of ballots

to a total of three (3) may be suspended upon a two-thirds (2/3) vote of eligible cities present. If a run off is necessary, and there is a tie between candidates, the voting will be held off until the next business meeting. If the vote results in a tie a second time, the vote will be carried out by a vote of all Council Members on the City Councils of all current Division members. Election results will be announced at the Division business meeting following the election. If the tie is still not broken, a coin toss by the Division President will break the tie.

2. Each recommended appointment shall be announced at the next regular meeting.

Section B Attendance

1. The Division shall maintain accurate attendance records for all appointed individuals serving on committees.
2. Appointments to any position shall be considered vacated when the appointee fails to attend three (3) consecutive meetings of the committee to which they are appointed or fails to attend a majority of the regular meetings scheduled within their term.
3. The President shall report at each Division meeting any vacated positions.

ARTICLE X – Amendments

Section A Written Notice

Proposed amendments to these Bylaws must first be submitted in writing to the members of the Division for consideration and study at least thirty (30) days prior to the date of the meeting at which the proposed Bylaw amendments are to be acted upon.

Section B Authority

These Bylaws may be amended at a meeting where:

1. two-thirds (2/3) of all member cities are present, and then
2. upon affirmative action of a majority of all member cities, whether present or not.

Certification of Approval

It is hereby certified that these revised Bylaws for the Orange County Division, League of California Cities, were introduced at the regular Division meeting on January 11, 1979, and duly adopted at the regular Division meeting on February 8, 1979, and subsequently amended on November 8, 1979, November 12, 1981, May 20, 1982, May 15, 1987, September 13, 1990, March 14, 1991, March 12, 1992, May 11, 1995, January 11, 1996, January 8, 1998, January 13, 2000, November 9, 2000, September 12, 2002, January 8, 2004, January 12, 2006 and August 9, 2007, April 9, 2009, and July 28, 2011.

APPENDIX A

ORANGE COUNTY RESOLUTIONS COMMITTEE PROCEDURES

Section A Membership

1. The Division Resolutions Committee (“Committee”) shall be composed of mayors and council members from Orange County cities. Any current mayor or council member is eligible to participate on the Committee.
2. The composition of the Committee shall be the Resolutions Committee Chair, as determined by the bylaws of the Division, plus two members for each State Assembly District that represents any city or cities in Orange County. Resolutions Committee members shall be recommended by the Resolutions Committee Chair, approved by the Division’s Board of Directors and confirmed by the General Membership in the month preceding the annual conference of the League of California Cities.
 - a. The two Committee members from each State Assembly District shall be chosen from nominations submitted by individuals from different cities, completely or partially, within the Assembly District, or may be recruited by the Nomination Committee where vacancies exist.
 - b. If there are not sufficient nominations to meet criteria “a” above, then two members from the same city may be chosen.
 - c. If there are not sufficient nominations to meet criteria “b” above, then members from cities contiguous to cities within the Assembly District may be chosen.
 - d. And finally, if there are not sufficient nominations to meet criteria “c” above, then members may be chosen from any city in Orange County.
 - e. Notwithstanding the above provisions, the number of Resolutions Committee members from the same city shall be less than a majority of the council members for that city.
3. Vacancies that exist at the conclusion of the nomination procedure above, or that subsequently occur due to resignation or removal, shall be filled through appointment by the Division President, upon the recommendation of the Resolutions Committee Chair. In filling such vacancies, geographic balance shall be considered to the greatest extent possible.
4. The term of office for Resolutions Committee members shall commence at the meeting following the election or annual conference of the State League, whichever occurs first, and shall be for one year or until their successors take office.

Section B Purposes and Functions

The purposes of the Division Resolutions Committee shall be:

1. To serve as the primary liaison to the cities in their area, educating other elected officials about pressing issues and urging city involvement through letters, phone calls and other communication to legislators.
2. To help coordinate legislative meetings, and work with the League's Public Affairs Regional Manager on outreach to partners and carry key messages to cities and others.
3. Draft, review, amend and recommend resolutions to the membership for consideration, as needed.
4. Maintain a working knowledge of the positions of Division members on issues and legislative matters of import in order to adequately represent Division member priorities and positions.