

AGENDA

ALISO VIEJO CITY COUNCIL REGULAR MEETING
WEDNESDAY, MARCH 4, 2015
7:00 P.M. PUBLIC MEETING / PUBLIC HEARINGS

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA



Mayor William A. Phillips
Mayor Pro Tem Mike Munzing
Councilmember Ross Chun
Councilmember David C. Harrington
Councilmember Phillip B. Tsunoda

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

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

Regular meetings of the City Council are held on the first and third Wednesday of the month at the City Hall Council Chambers, 12 Journey, Aliso Viejo. Copies of the agenda are available in the lobby at City Hall on the Thursday preceding a regularly scheduled City Council meeting. Supplemental documents relating to specific agenda items are available for review in the City Clerk's office, 12 Journey, Aliso Viejo. For more information, please contact City Hall at (949) 425-2505.

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 Meeting to Open Session and Roll Call - 7:00 p.m.

PRESENT:

ABSENT:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS

- A. [COUNCIL RECOGNITION AND PRESENTATION TO KATHRYN PLUMMER AND LINDSEY RUDDINS FOR BEING NAMED CO-MVPS](#)

- B. [COUNCIL RECOGNITION AND PRESENTATION TO COLE RICHARD KJELLMAN FOR ACHIEVING THE RANK OF EAGLE](#)

ADDITIONS, DELETIONS, REORDERING TO THE AGENDA

CONSENT CALENDAR NOTICE: Any member of the public who wishes to discuss a Consent Calendar item should complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. Speakers will be called at the appropriate time as their interested matter is heard. COMMENTS ARE LIMITED TO THREE MINUTES PER SPEAKER.

CONSENT CALENDAR ITEMS NOS. 1-7

All matters listed on the Consent Calendar will be acted upon by one vote unless members of the City Council, staff, or the public 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.

- 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.

- 2. [APPROVAL OF MINUTES – FEBRUARY 18, 2015 REGULAR MEETING](#)

RECOMMENDED ACTION: Approve the subject Minutes as submitted.

- 3. [ACCOUNTS PAYABLE](#)

RECOMMENDED ACTION:

- 1. Ratify accounts payable checks issued February 12, 2015 in the amount of \$943,348.82; and
- 2. Ratify accounts payable checks issued February 19, 2015 in the amount of \$64,652.37.

4. [TREASURER'S STATEMENT – JANUARY 2015](#)

RECOMMENDED ACTION: Approve the January 2015 Treasurer's Statement.

5. [COOPERATIVE AGREEMENT FOR OCTA MS REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM – LA PAZ ROAD CORRIDOR](#)

RECOMMENDED ACTION: Authorize Mayor to execute Cooperative Agreement C-4-1883 with the Orange County Transportation Authority (OCTA).

6. [SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH URBANUS GROUP LLC FOR PLANNING CONSULTANT SERVICES](#)

RECOMMENDED ACTION: Approve a Second Amendment to the Professional Services Agreement with the Urbanus Group LLC for planning consultant services.

7. [CONSIDERATION OF COMMUNITY PHOTO CONTEST](#)

RECOMMENDED ACTION: Authorize staff to conduct a Community Photo Contest.

END OF CONSENT CALENDAR

PUBLIC HEARING ITEM NOS. 8-9

8. [ORDINANCES RELATED TO PROHIBITION OF SHORT-TERM RENTALS IN RESIDENTIAL DISTRICTS AND THE RECOVERY OF HEARING OFFICER COSTS IN ADMINISTRATIVE APPEALS, AND RESOLUTIONS RELATED TO APPEALS FEES AND INCREASING ADMINISTRATIVE FINE AMOUNTS](#)

RECOMMENDED ACTION: Staff recommends the City Council continue the Public Hearing to March 18, 2015.

9. [DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT \(HCD\) ANNUAL PROGRESS REPORT - 2014](#)

RECOMMENDED ACTION: Receive and file the 2014 HCD Annual Report and allow members of the public to provide oral testimony and written comments.

DISCUSSION ITEMS NOS. 10

10. [TELEVISED COUNCIL MEETINGS](#)

RECOMMENDED ACTION: The City Council should determine if future Council Meetings will be broadcast on cable television and web streamed on the internet; if the City Council opts to broadcast Council Meetings, direct staff to solicit price quotations relating to the acquisition of an audio / visual system.

COMMUNITY INPUT

Members of the public wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. **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.** Comments are limited to three (3) minutes per speaker.

CITY MANAGER'S REPORT

ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES

ADJOURNMENT: The next regularly scheduled meeting is March 18, 2015.

City of Aliso Viejo

Agenda Item



DATE: March 4, 2015
TO: Mayor and City Council
FROM: Kelly Tokarski, KT Community Relations
SUBJECT: COUNCIL RECOGNITION AND PRESENTATION TO KATHRYN
PLUMMER AND LINDSEY RUDDINS FOR BEING NAMED CO-MVPS

Recommended Action:

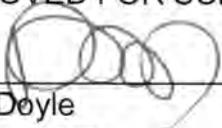
Present Certificates of Recognition.

Summary:

After displaying talent, strength and determination, Aliso Viejo Niguel High School volleyball players Kathryn Plummer and Lindsey Ruddins were named Sea View League co-MVPs. Lindsey was named CIF Player of the Year and Orange County Player of the Year. She has played the sport for five years.

Kathryn, who lives in Aliso Viejo and has been playing volleyball for six years, was 1st team all CIF as well as 1st team all Orange County. The girls were part of the Aliso Niguel Girls Varsity Volleyball Team that recently clinched the CIF-Southern Section Division 1A Championship against Santiago/Corona.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



Dave Doyle
City Manager

City of Aliso Viejo

Agenda Item



DATE: March 4, 2015
TO: Mayor and City Council
FROM: Kelly Tokarski, KT Community Relations
SUBJECT: COUNCIL RECOGNITION AND PRESENTATION TO THE COLE RICHARD KJELLMAN FOR ACHEIVING THE RANK OF EAGLE

Recommended Action:

Present Cole with a certificate of appreciation.

Summary:

Aliso Viejo resident Cole Richard Kjellman recently reached the rank of Eagle, the highest rank attainable in the Boy Scouting program of the Boy Scouts of America.

For his Eagle Scout service project, Cole of Troop 321 led a crew of boys and adults in building a handball wall for Mission Viejo Christian School. The project took three days and 319 hours to complete.

Cole is in the 11th grade at Santa Margarita Catholic High School. Before becoming a Boy Scout, he earned his Arrow of Light Award, which is the pinnacle of a Cub Scout's career and is the only Cub Scout award or insignia that may be worn on the Boy Scout uniform.

Cole serves as an inspiration and positive role model to others.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
FEBRUARY 18, 2015, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Phillips convened the Closed Session at 5:30 p.m.

PRESENT: MAYOR WILLIAM A. PHILLIPS
MAYOR PRO TEM MIKE MUNZING
COUNCILMEMBER ROSS CHUN
COUNCILMEMBER DAVID C. HARRINGTON
COUNCILMEMBER PHILLIP B. TSUNODA

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
CRISTINA TALLEY, ASSISTANT CITY ATTORNEY

PUBLIC COMMENTS:

CLOSED SESSION

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

CALL TO ORDER: Mayor Phillips convened the Study Session at 6:24 p.m.

1. **ALISO VIEJO RANCH SITE (PA14-13) ENVIRONMENTAL ANALYSIS**

City Manager David Doyle introduced Planning Director Albert Armijo who presented the staff report.

The Study Session adjourned at 6:56 p.m.

CALL TO ORDER: Mayor Phillips called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:05 p.m.

PRESENT: MAYOR WILLIAM A. PHILLIPS
MAYOR PRO TEM MIKE MUNZING
COUNCILMEMBER ROSS CHUN
COUNCILMEMBER DAVID C. HARRINGTON
COUNCILMEMBER PHILLIP B. TSUNODA

ABSENT: NONE

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
GLENN YASUI, ADMINISTRATIVE SERVICES DIRECTOR
KAREN CROCKER, COMMUNITY SERVICES DIRECTOR
GINA THARANI, FINANCE DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR / CITY
ENGINEER
ALBERT ARMIJO, PLANNING DIRECTOR
ERICA ROESS, SENIOR PLANNER
LT. JOHN MACPHERSON, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Led by Isabella Catanzaro, Girl Scout Troup 2764

SPECIAL PRESENTATIONS

A. **COUNCIL RECOGNITION AND PRESENTATION TO JULIA MOSS FOR CREATING THE "LET THE BEAT GO ON" PROJECT**

Mayor Phillips presented Julia Moss with a Certificate of Recognition. Ms. Moss provided information for donation opportunities.

REPORT ON CLOSED SESSION: City Attorney Scott Smith stated no reportable action was taken.

ADDITIONS, DELETIONS, REORDERING TO THE AGENDA

None.

CONSENT CALENDAR ITEMS NOS. 1-5

Mayor Phillips asked if any member of the City Council, staff or the public wished to remove an item from the Consent Calendar. Councilmember Chun requested to pull Item No. 5. City Attorney Scott Smith indicated a request was received from the applicant to pull Item No. 4 and continue it to September 16, 2015. There were no additional requests to remove items from the Consent Calendar.

MOTION: MAYOR PRO TEM MUNZING MOVED AND COUNCILMEMBER CHUN SECONDED TO APPROVE CONSENT CALENDAR ITEMS 1 – 3, AS PRESENTED.

1. WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

Approved 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.

2. APPROVAL OF MINUTES – FEBRUARY 4, 2015 REGULAR MEETING

Approved the subject Minutes as submitted.

3. ACCOUNTS PAYABLE

RECOMMENDED ACTION:

1. Ratified accounts payable checks issued January 29, 2015 in the amount of \$224,652.88; and
2. Ratified accounts payable checks issued January 22, 2015 in the amount of \$138,098.68.

4. RESOLUTION REVERSING THE DIRECTOR OF PLANNING SERVICES' ACTION OF NOVEMBER 10, 2014, AND DENYING ADMINISTRATIVE USE PERMIT PA14-020, A REQUEST TO ESTABLISH A TYPE 41 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR EDWARDS THEATER – ALISO VIEJO 20 AT 26701 ALISO CREEK ROAD IN ALISO VIEJO, CA

Item was removed from the Consent Calendar.

5. AQUATIC CENTER SPLASH PAD IMPROVEMENTS

Item was removed from the Consent Calendar.

MOTION CARRIED UNANIMOUSLY

END OF CONSENT CALENDAR

REMOVED FROM CONSENT CALENDAR

4. RESOLUTION REVERSING THE DIRECTOR OF PLANNING SERVICES' ACTION OF NOVEMBER 10, 2014, AND DENYING ADMINISTRATIVE USE PERMIT PA14-020, A REQUEST TO ESTABLISH A TYPE 41 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR EDWARDS THEATER – ALISO VIEJO 20 AT 26701 ALISO CREEK ROAD IN ALISO VIEJO, CA

Mayor Phillips opened for public comment and the following person spoke:

1. Michael Shonafelt expressed no opposition to the requested continuance.

There were no other speakers.

MOTION: MAYOR PRO TEM MUNZING MOVED AND COUNCILMEMBER HARRINGTON SECONDED TO CONTINUE THE ITEM TO SEPTEMBER 16, 2015.

MOTION CARRIED UNANIMOUSLY

5. **AQUATIC CENTER SPLASH PAD IMPROVEMENTS**

Staff responded to questions regarding capital improvements in relation to the operating contract.

MOTION: COUNCILMEMBER CHUN MOVED AND MAYOR PRO TEM MUNZING SECONDED TO:

1. **AUTHORIZE THE CITY MANAGER TO REALLOCATE FUNDS CURRENTLY IN THE FY 14-15 BUDGET TOWARDS THE AQUATIC CENTER SPLASH PAD;**
2. **AUTHORIZE STAFF TO OBTAIN BIDS AND SELECT A CONTRACTOR FOR THE AQUATIC CENTER SPLASH PAD IMPROVEMENTS PROJECT; AND**
3. **AUTHORIZE THE CITY MANAGER TO EXECUTE THE AQUATIC CENTER SPLASH PAD IMPROVEMENTS CONTRACT FOR THE SELECTED CONTRACTOR.**

MOTION CARRIED UNANIMOUSLY

PUBLIC HEARING ITEM NO. 6

6. **ALISO VIEJO RANCH SITE (PA14-13) ENVIRONMENTAL ANALYSIS**

City Manager David Doyle presented the staff report. Mayor Phillips opened the public hearing.

The following persons spoke in favor: 1. Mike Chambers; 2. Matt Brabeck; and 3. Dee Dee Rosenthal.

The following persons spoke in opposition: 4. Bill Brown; 5. Marilyn Furse; 6. Sharon Daugherty; 7. Don Dooley; 8. Victor Scherr; 9. George Kusztyk; 10. Marta Kusztyk; 11. Varinder; 12. Jack Lee; 13. Prashant Wadhwa; 14. Glenn Levine; 15. Alice Spruengli; 16. Ben Saadalla; 17. Claudia Mourad; 18. Susan

Richeson; 19. Phil Fleming; 20. Ravi Singh; 21. Matt Clements; 22. Ian Smith; 23. Brian Guensler; 24. Angela Faiyez; 25. Karsha Bjerke; 26. Larry Saavedra; 27. Jane Steve; 28. Jason Adamick; 29. Katie Adamick; 30. Donna Ciccarelli; 31. Stacey Fleming; 32. Jason Rudin; and 33. Mohammed Faiyez.

34. Bob Bunyan commented on the history of the sites.

There were no other speakers. Mayor Phillips closed the public hearing. Staff responded to questions regarding requested action on the item, effect of historical landmark designation, safe crossing, scope of potential projects, timelines and community outreach. City Manager David Doyle and City Attorney Scott Smith provided additional information.

MOTION: MAYOR PRO TEM MUNZING MOVED AND COUNCILMEMBER HARRINGTON SECONDED TO TABLE THE ITEM TO A FUTURE DATE.

MOTION CARRIED UNANIMOUSLY

MAYOR PHILLIPS RECESSED THE MEETING AT 9:17 P.M. AND RECONVENED AT 9:22 P.M.

DISCUSSION ITEMS NOS. 7-9

7. **RESOLUTION APPROVING AFFORDABLE HOUSING AGREEMENT, REGULATORY AGREEMENT AND HOUSING INCENTIVES AGREEMENT TO ALLOW DEVELOPMENT AND OPERATION OF 200 SENIOR AFFORDABLE MULTI-FAMILY UNITS AND 2 MANAGER UNITS AT 2C LIBERTY FOR A PERIOD OF 55 YEARS**

City Attorney Scott Smith introduced Elizabeth Hull (Best Best & Krieger) who presented the staff report. Staff responded to questions regarding common practice and affordable housing requirements. City Manager David Doyle and Senior Planner Erica Roess provided additional information.

MOTION: COUNCILMEMBER CHUN MOVED AND COUNCILMEMBER HARRINGTON SECONDED TO ADOPT RESOLUTION NO. 2015-09 ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING AN AFFORDABLE HOUSING AGREEMENT, REGULATORY AGREEMENT AND HOUSING INCENTIVES AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF 200 SENIOR AFFORDABLE MULTI-FAMILY UNITS AND 2 MANAGER UNITS AT 2C LIBERTY FOR A PERIOD OF 55 YEARS.

MOTION CARRIED UNANIMOUSLY

8. REQUEST FOR CITY FUNDING FOR THE 8TH ANNUAL TASTE OF ALISO NIGUEL

City Manager David Doyle presented the staff report. Staff responded to questions regarding previous funding requests, grant funding, City budget, donation options. Community Services Director Karen Crocker provided additional information. Mayor Phillips opened for public comment and the following persons spoke:

1. Bill Perkins commented on the event and fundraising for Aliso Niguel High School.
2. Kathy Brevoort commented on funding requests for various projects at Aliso Niguel High School.
3. Amber Perkins expressed her appreciation for funding granted and commented on success of last year's event.
4. Vicki Higginson commented on programs supported by fundraising efforts.

There were no other speakers.

MOTION: COUNCILMEMBER MUNZING MOVED AND COUNCILMEMBER HARRINGTON SECONDED TO DENY THE REQUEST FOR CITY FUNDING IN THE AMOUNT OF \$3,500 PAYABLE TO THE PARENTS FOR ALISO NIGUEL IN SUPPORT OF THE 8TH ANNUAL TASTE OF ALISO NIGUEL

MOTION CARRIED 3-2, WITH MAYOR PHILLIPS AND COUNCILMEMBER TSUNODA DISSENTING

9. AWARD CONTRACT TO ROY ALLAN SLURRY SEAL FOR THE FY 2014-15 SLURRY SEAL AND REHABILITATION

City Manager David Doyle presented the staff report. Staff responded to questions regarding construction schedule and resident notification. Public Works Director / City Engineer Shaun Pelletier provided additional information.

MOTION: COUNCILMEMBER CHUN MOVED AND COUNCILMEMBER HARRINGTON SECONDED TO:

1. **AWARD A CONTRACT IN THE AMOUNT OF \$451,092.85 TO ROY ALLAN SLURRY SEAL AS THE LOWEST RESPONSIBLE BIDDER FOR THE FY 2014-15 SLURRY SEAL AND REHABILITATION PROJECT;**
2. **AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH ROY ALLAN SLURRY SEAL; AND**
3. **AUTHORIZE CITY STAFF TO MAKE TOTAL COMPENSATION TO ROY ALLAN SLURRY SEAL UP TO \$451,092.85 PLUS \$45,109.29 (10% OF THE CONTRACT AMOUNT) TO ALLOW FOR CONTINGENCIES, TOTALING \$496,202.14.**

MOTION UNANIMOUSLY CARRIED

COMMUNITY INPUT

1. Kathleen McCarthy expressed concern with the use of the City's eNews email subscription list to send out political campaign emails and requested the matter be placed on a future City Council agenda for discussion.

CITY MANAGER'S REPORT

None.

ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES

Councilmember Chun:

- Attended TCA / OCTA Leadership Meeting
- Attended SCAG Regional Council Meeting
- Attended TCA Leadership Breakfast
- Attended TCA Marketing Ad-Hoc Committee Meeting
- Attended TCA Legal Services Ad-Hoc Committee Meeting
- Requested City support of American Cancer Society Relay for Life event
- Requested consideration of mitigation measures for Aliso Niguel High School traffic

Councilmember Harrington:

- Requested review of temporary sign regulations
- Attended meeting with Congressman Dana Rohrabacher in Washington D.C.
- Attended TCA orientation
- Completed Public Policy Making Academy at University of California Irvine

Councilmember Tsunoda:

- Announced Aliso Viejo Little League Opening Day

Mayor Pro Tem Munzing:

- Attended SCAG Regional Council Meeting
- Attended Law Enforcement and Firefighters Appreciation Night
- Attended ACC-OC City Leader Reception
- Attended Aliso Viejo Chamber of Commerce Installation Dinner
- Attended CR&R Recycling Center tour

Mayor Phillips:

- Announced Iglesia Park Ribbon Cutting Ceremony

ADJOURNMENT: The Council meeting adjourned at 10:18 p.m. to the next regularly scheduled meeting of March 4, 2015.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

WILLIAM A. PHILLIPS
MAYOR

City of Aliso Viejo

Agenda Item



DATE: March 4, 2015
TO: Mayor and City Council
FROM: Gina M. Tharani, Director of Financial Services
SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks issued February 12, 2015 in the amount of \$943,348.82 and
2. Ratify accounts payable checks issued February 19, 2015 in the amount of \$64,652.37.

Fiscal Impact:

Expenditures in the amount of \$1,008,001.19.

Background:

The City issues accounts payable checks on a bi-monthly basis and submits them to the City Council for review and approval prior to the creation of accounts payable checks. Special check runs are done on a weekly basis with the City Council ratification at its next regularly scheduled City Council Meeting.

Discussion:

The issued accounts payable checks were reviewed and approved for payment. The register is being presented to City Council for approval.



Gina M. Tharani
Director of Financial Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

Attachment: Accounts Payable Reports



Accounts Payable

2/12/2015

101 - GENERAL FUND

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CALPERS RETIREMENT	CC PERS PAY PERIOD 2	194.24
		194.24
CITY MANAGER		
DAVID DOYLE	D.D. - 2015 LOCC NEW MAYORS ACADEMY	83.97
	CITY MANAGER TOTAL:	83.97
ECONOMIC DEVELOPMENT		
GREGORY C REUEL	OCT'14-JAN'15 ECONOMIC DEVELOPMENT SVCS	700.00
	ECONOMIC DEVELOPMENT TOTAL:	700.00
CITY CLERK		
PACIFIC CLIPPINGS	JAN'15 NEWSPAPER CLIPPINGS	87.00
	CITY CLERK TOTAL:	87.00
CITY ATTORNEY		
BEST BEST & KRIEGER	FY14-15 BBK AGENDA REPORT	2,054.35
BEST BEST & KRIEGER	DEC'14 BBK LABOR & EMPLOYMENT	381.00
BEST BEST & KRIEGER	DEC'14 BBK GENERAL PLAN UPDATE	1,305.00
BEST BEST & KRIEGER	DEC'14 BBK GENERAL 4 LIBERTY	2,840.33
BEST BEST & KRIEGER	DEC'14 BBK NPDES	337.50
BEST BEST & KRIEGER	DEC'14 BBK GENERAL LITIGATION	4,722.15
BEST BEST & KRIEGER	FY14-15 BBK SPECIAL PROJECTS	4,880.07
BEST BEST & KRIEGER	DEC'14 BBK CODE ENFORCEMENT	1,053.88
BEST BEST & KRIEGER	DEC'14 BBK GENERAL SVCS	17,760.12
	CITY ATTORNEY TOTAL:	35,334.40
FINANCE		
ALISO VIEJO CONFERENCE CENTER	2/11/15 AV CITY FY15-16 BUDGET MEETING	40.00
MGT OF AMERICA INC	FY14-15 STATE MANDATED COSTS 2ND	1,200.00
	FINANCE TOTAL:	1,240.00
NON-DEPARTMENTAL		
ARROWHEAD	JAN'15 CITY KITCHEN SUPPLIES	106.55
AT&T CALIFORNIA	1/22-2/21/15 CH BACKUP PHONE LINES	1,099.36
TOWNSEND PUBLIC AFFAIRS INC	FEB'15 CITY HALL CONSULTING SERVICES	5,000.00
JOHN CHENG MD INC AND SAMUEL SUNSHINE MD INC	DEC'14 FLU VACCINATIONS - 1	20.00
ALISO VIEJO SELF STORAGE	FEB'15 STORAGE UNIT 535	370.00
KONICA MINOLTA BUSINESS SOLUTIONS	FEB'15 KONICA MINOLTA C754	533.89
KONICA MINOLTA BUSINESS SOLUTIONS	JAN'15 KONICA MINOLTA C250	453.33
COX COMMUNICATIONS ORANGE COUNTY	2/1-2/28/15 INTERNET SERVICE #8802	329.00
	NON-DEPARTMENTAL TOTAL:	7,912.13
C. S. ADMINISTRATION		
PV MAINTENANCE INC	JAN'15 SNOW FEST - PVM	8,394.50
YMCA OF ORANGE COUNTY	YMCA SEP'14-JAN'15 SCHOLARSHIPS	8,046.91
SOUTH COUNTY OUTREACH	FY14-15 COMMUNITY GRANT 2ND	1,250.00
MAYFLOWER DISTRIBUTING CO INC	SNOW FEST BALLOONS	48.99
	C. S. ADMINISTRATION TOTAL:	17,740.40
IGLESIA BUILDING		
TMR SECURITY & PATROL SERVICES INC	DEC'14 IP PATROL INSPECTIONS	230.00
TMR SECURITY & PATROL SERVICES INC	JAN'15 IP PATROL INSPECTIONS	210.00
	IGLESIA BUILDING TOTAL:	440.00
BUILDING		
CHARLES ABBOTT ASSOC INC	JAN'15 CAA BUILDING SVCS	30,499.76
	BUILDING TOTAL:	30,499.76
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	JAN'15 CAA CODE ENFORCEMENT	9,438.90
	CODE ENFORCEMENT TOTAL:	9,438.90

Vendor Name	Description (Item)	Amount
ENGINEERING (GENERAL)		
CHARLES ABBOTT ASSOC INC	JAN'15 CAA WATER EDUCATION	383.00
CHARLES ABBOTT ASSOC INC	JAN'15 CAA NPDES COSTS	23,673.20
CHARLES ABBOTT ASSOC INC	JAN'15 CAA SOLID WASTE	2,945.20
CHARLES ABBOTT ASSOC INC	JAN'15 CAA PW ENGINEERING	12,304.20
	ENGINEERING (GENERAL) TOTAL:	39,305.60
TRAFFIC ENGINEERING		
CHARLES ABBOTT ASSOC INC	JAN'15 CAA TRAFFIC ENGINEERING	1,821.70
	TRAFFIC ENGINEERING TOTAL:	1,821.70
STREET MAINTENANCE		
PV MAINTENANCE INC	JAN'15 CIP#086 CATCH BASIN CLEANING	2,448.00
PV MAINTENANCE INC	JAN'15 PVM STREET MAINTENANCE	5,357.44
PV MAINTENANCE INC	JAN'15 STORM DRAIN CLEANING	561.00
PV MAINTENANCE INC	JAN'15 CIP#090 CATCH BASIN CLEANING	5,100.00
PV MAINTENANCE INC	JAN'15 CIP#081 CATCH BASIN CLEANING	2,346.00
CHARLES ABBOTT ASSOC INC	JAN'15 CAA ST MAINTENANCE	19,605.80
	STREET MAINTENANCE TOTAL:	35,418.24
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE TREASURER-TAX COLLECTOR	FEB'15 CONTRACT CREDIT	(1,484.23)
COUNTY OF ORANGE TREASURER-TAX COLLECTOR	FEB'15 LAW ENFORCEMENT	587,369.99
	LAW ENFORCEMENT-CONTRACT TOTAL:	585,885.76
LAW ENFORCEMENT-OTHER		
ALISO VIEJO CONFERENCE CENTER	2/5/15 AV CITY OCSD BREAKFAST	612.38
ALL CITY MANAGEMENT SERVICES	1/18-1/31/15 SCHOOL CROSSING GUARD SVCS	6,939.52
COUNTY OF ORANGE TREASURER-TAX COLLECTOR	FEB'15 AFIS	1,354.42
	LAW ENFORCEMENT-OTHER TOTAL:	8,906.32
CRIME PREVENTION		
ALISO VIEJO SELF STORAGE	FEB'15 STORAGE UNIT 75	312.10
	CRIME PREVENTION TOTAL:	312.10
ANIMAL CONTROL		
CITY OF MISSION VIEJO	FY14-15 ANIMAL SERVICES 3RD INSTALLMENT	71,967.50
	ANIMAL CONTROL TOTAL:	71,967.50
	GENERAL FUND TOTAL:	847,288.02

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL

TEAM ONE MANAGEMENT	FEB'15 JANITORIAL SERVICE	1,650.00
THE GAS COMPANY	1/5-2/4/15 CITY HALL GAS MTR #6544	332.06
SO CAL EDISON	1/6-2/4/15 CITY HALL ELECTRICITY	3,298.09
PEAK LIGHTING & ELECTRIC INC	JAN'15 LIGHTING SERVICE	146.72
	NON-DEPARTMENTAL TOTAL:	5,426.87

GOVERNMENT BUILDINGS

TIM DONOGHUE	1/18/15 LIGHT REPLACEMENT SUIT 201	124.19
	GOVERNMENT BUILDINGS TOTAL:	124.19

GEN. FD-CITY HALL TOTAL: 5,551.06

203 - GAS TAX

STREET MAINTENANCE

PV MAINTENANCE INC	JAN'15 PVM STREET MAINTENANCE	41,228.96
AEGIS ITS INC	JAN'15 SIGNAL MAINTENANCE	2,728.82
AEGIS ITS INC	JAN'15 ROLLING REPORT	3,928.46
SO CAL EDISON	JAN'15 STREET LIGHTS LS2	1,393.40
SO CAL EDISON	JAN'15 STREET LIGHTS TC1	2,514.74
SO CAL EDISON	JAN'15 STREET LIGHTS LS1	14,248.63
	STREET MAINTENANCE TOTAL:	66,043.01

GAS TAX TOTAL: 66,043.01

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE TREASURER-TAX COLLECTOR	FEB'15 MDC RECURRING	2,260.79
COUNTY OF ORANGE TREASURER-TAX COLLECTOR	FEB'15 MDC REPLACEMENT	1,647.17

Vendor Name	Description (Item)	Amount
COUNTY OF ORANGE TREASURER-TAX COLLECTOR	FEB'15 PVS REPLACEMENT	1,124.39
COUNTY OF ORANGE TREASURER-TAX COLLECTOR	FEB'15 PVS RECURRING	1,288.78
	LAW ENFORCEMENT-OTHER TOTAL:	6,321.13
	PUBLIC SAFETY GRANTS TOTAL:	6,321.13

241 - TECHNOLOGY FUND

CHARLES ABBOTT ASSOC INC	JAN'15 COMPUTER LEASE CREDITS	(550.00)
		-550.00
	TECHNOLOGY FUND TOTAL:	-550.00

311 - STREET IMPROVEMENTS

STREETS & HIGHWAYS

CHARLES ABBOTT ASSOC INC	JAN'15 CAA #093 FY14-15 SLURRY SEAL	68.50
	STREETS & HIGHWAYS TOTAL:	68.50
	STREET IMPROVEMENTS TOTAL:	68.50

331 - CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS

CHARLES ABBOTT ASSOC INC	JAN'15 CAA #098 CON IGLESIA BALL PARK FIELD	259.20
	CAPITAL IMPROVEMENTS TOTAL:	259.20
	CAPITAL IMPROVEMENTS TOTAL:	259.20

332 - STORM WATER

DRAINAGE IMPROVEMENTS

CHARLES ABBOTT ASSOC INC	JAN'15 CAA #091 DAIRY FORK WETLAND DESIGN	2,352.00
	DRAINAGE IMPROVEMENTS TOTAL:	2,352.00
	STORM WATER TOTAL:	2,352.00

711 - DEPOSIT ACCOUNTS FUND

CHARLES ABBOTT ASSOC INC	JAN'15 CAA 5027 SHEA PROPERTIES VANTIS	3,304.90
CHARLES ABBOTT ASSOC INC	JAN'15 CAA 5002 ATT&SBC	1,290.50
CHARLES ABBOTT ASSOC INC	JAN'15 CAA 5005 SCE-SADDLEBACK	178.00
CHARLES ABBOTT ASSOC INC	JAN'15 CAA 5003 COX	267.00
CHARLES ABBOTT ASSOC INC	JAN'15 CAA 5028 ROW TRAFFIC	44.50
CHARLES ABBOTT ASSOC INC	JAN'15 CAA 2187 USPS PARCEL MAP #2015-100	993.60
CHARLES ABBOTT ASSOC INC	JAN'15 CAA 2179 VANTIS HOTEL GRADING	1,737.70
CHARLES ABBOTT ASSOC INC	JAN'15 CAA 5004 MNWD	2,937.00
CHARLES ABBOTT ASSOC INC	JAN'15 CAA 2186 WOODFIELD PARK GRADING	224.70
BEST BEST & KRIEGER	DEC'14 BBK PA14-020 REGAL	1,054.50
BEST BEST & KRIEGER	DEC'14 BBK PA14-034 NATIONAL VISUALO SYS	199.50
BEST BEST & KRIEGER	DEC'14 BBK PA14-008 2C LIBERTY	3,374.00
		15,605.90
	DEPOSIT ACCOUNTS FUND TOTAL:	15,605.90

721 - COMMUNITY TRUST

TRUST FUND

ALISO VIEJO CONFERENCE CENTER	1/27/15 FRC COLLABORATIVE WORKSHOP	410.00
	TRUST FUND TOTAL:	410.00
	COMMUNITY TRUST TOTAL:	410.00

GRAND TOTAL: 943,348.82

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	847,288.02	847,288.02
102 - GEN. FD-CITY HALL	5,551.06	5,551.06
203 - GAS TAX	66,043.01	66,043.01
215 - PUBLIC SAFETY GRANTS	6,321.13	6,321.13
241 - TECHNOLOGY FUND	-550.00	-550.00



Accounts Payable

2/19/2015

101 - GENERAL FUND CITY COUNCIL

Vendor Name	Description (Item)	Amount
U.S. BANK PURCHASING CARD PROGRAM	DD,DH,RC-DINNER	98.33
U.S. BANK PURCHASING CARD PROGRAM	DD,DH-DINNER	79.44
U.S. BANK PURCHASING CARD PROGRAM	DD,DH-LODGING	583.50
U.S. BANK PURCHASING CARD PROGRAM	DD,DH-BREAKFAST	26.29
U.S. BANK PURCHASING CARD PROGRAM	D.D. - R.C TRAVELING FOR 2015 LNMA	426.20
U.S. BANK PURCHASING CARD PROGRAM	D.D. - D.H TRAVELING FOR 2015 LNMA	410.20
ASSOCIATION OF CALIFORNIA CITIES	D.H. - 1/29/15 NEWLY ELECTED DINNER	60.00
ASSOCIATION OF CALIFORNIA CITIES	M.M. - 1/29/15 NEWLY ELECTED DINNER	60.00
AAA AWARDS & MONOGRAMMING	D.H. - NAMEBADGE	18.72
DAVE HARRINGTON	D.H. - PARKING EXPENSE REIMBURSEMENT	50.00
CITY COUNCIL TOTAL:		1,812.68

CITY MANAGER

U.S. BANK PURCHASING CARD PROGRAM	DD,DH-LODGING	606.13
U.S. BANK PURCHASING CARD PROGRAM	DD,DH-DINNER	79.44
U.S. BANK PURCHASING CARD PROGRAM	D.D. - TRAVELING FOR 2015 LNMA	691.27
U.S. BANK PURCHASING CARD PROGRAM	DD,DH-BREAKFAST	26.28
U.S. BANK PURCHASING CARD PROGRAM	DD,DH,RC-DINNER	49.16
CITY MANAGER TOTAL:		1,452.28

CITY CLERK

FREEDOM COMMUNICATIONS INC	1/8 PA15-002 ZONING CODE AMENDMENT	231.00
FREEDOM COMMUNICATIONS INC	1/8 ZONING CODE AMENDMENT	231.00
FREEDOM COMMUNICATIONS INC	1/22 PA15-001 MUNI CODE AMENDMENT	101.48
MITZI ORTIZ	M.R. - 2/7/15 MMC CONTINUING EDUCATION	414.13
CARMEN CAVE	C.C. - COUNCIL CANDIDATE	245.00
PHILLIP B. TSUNODA	P.T. - COUNCIL CANDIDATE	245.00
DAVE HARRINGTON	D.H. - COUNCIL CANDIDATE	245.00
GARY MILLER	G.M. - COUNCIL CANDIDATE	245.00
PACIFIC CLIPPINGS	DEC'14 NEWSPAPER CLIPPINGS	87.00
CITY CLERK TOTAL:		2,044.61

FINANCE

HDL COMPANIES	JAN-MAR'15 PROP TAX SVCS	2,700.00
FINANCE TOTAL:		2,700.00

NON-DEPARTMENTAL

THE GAS COMPANY	1/6-2/5/15 AV RANCH GAS MTR #9972	49.54
SO CAL EDISON	1/7-1/23/15 AV RANCH ELECTRICITY	125.66
U.S. BANK PURCHASING CARD PROGRAM	G.T. - CONFERENCE CALL	29.03
U.S. BANK PURCHASING CARD PROGRAM	G.T. - GOTOMEETING ANNUAL PLAN	936.00
U.S. BANK PURCHASING CARD PROGRAM	K.C. - E_NEWS MONTHLY	45.00
U.S. BANK PURCHASING CARD PROGRAM	G.T. - CSMFO JOB POST	225.00
U.S. BANK PURCHASING CARD PROGRAM	G.Y. - JOB AD-FIN ANALYST	300.00
U.S. BANK PURCHASING CARD PROGRAM	G.Y. - BULLETIN BOARD	326.39
CERTIFIED RECORDS MANAGEMENT	JAN'15 STORAGE FEE	380.10
CERTIFIED RECORDS MANAGEMENT	FEB'15 STORAGE FEE	359.40
NIGUEL DATA SERVICES INC.	2/12/15 AGENDA PACKETS PRINTING 12	583.06
ECS IMAGING INC	FISITSU LASERFICHE SCANNER	1,046.00
DOCUMEDIA GROUP	2/4/15 CITY LOGO ENVELOPES 2500	634.89
COX COMMUNICATIONS ORANGE COUNTY	2/6-3/5/15 INTERNET SERVICE #1903	79.00
NON-DEPARTMENTAL TOTAL:		5,119.07

C. S. ADMINISTRATION

U.S. BANK PURCHASING CARD PROGRAM	K.O. - SNOW FEST	355.80
OC SHERIFF'S ADVISORY	4/12/15 8 MEDAL OF VALOR LUNCHEON	700.00
C. S. ADMINISTRATION TOTAL:		1,055.80

	Vendor Name	Description (Item)	Amount
IGLESIA PARK			
	SO CAL EDISON	1/12-2/10/15 PARK ELECTRIC	108.96
	ANDY GUMP INC	2/5-3/4/15 PORTABLE TOILET RENTAL & SERVICE	187.44
		IGLESIA PARK TOTAL:	296.40
IGLESIA BUILDING			
	SO CAL EDISON	1/12-2/10/15 bUILDING ELECTRIC	644.58
	TEAM ONE MANAGEMENT	FEB'15 JANITORIAL MAINTENANCE	450.00
		IGLESIA BUILDING TOTAL:	1,094.58
FAMILY RESOURCE CENTER			
	BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	JAN'15 RECREATION EXPENSE	8,333.33
		FAMILY RESOURCE CENTER TOTAL:	8,333.33
PLANNING			
	U.S. BANK PURCHASING CARD PROGRAM	A.A. - 1/14 SCPC EVENT REGISTRATION	40.00
	U.S. BANK PURCHASING CARD PROGRAM	A.A. - AA,JL 1/29 2015 CREF REGISTRATION	250.00
	ENVIRONMENTAL & REGULATORY SPECIALISTS INC	JAN'15 AV RANCH SITE	270.00
		PLANNING TOTAL:	560.00
LAW ENFORCEMENT-OTHER			
	U.S. BANK PURCHASING CARD PROGRAM	J.M. - CRIA MEETING LODGING	198.24
	U.S. BANK PURCHASING CARD PROGRAM	J.M. - CPR DD PAD FOR AED	377.50
	DAVID MURPHY	D.M. - 2015 TRAINING CONFERENCE LV	162.19
	LAWTECH PUBLISHING CO. LTD.	PENAL/VEHICLE CODE BOOKS	842.40
	GALLS LLC/QUARTERMASTER LLC	J.S. - TACLITE PRO PANTS	107.98
	GALLS LLC/QUARTERMASTER LLC	R.U. - TACLITE PRO PANTS	53.99
	RAFIQ NABI	R.N. - 1/20/15 BULLERPROOF TRAINING	99.00
		LAW ENFORCEMENT-OTHER TOTAL:	1,841.30
CRIME PREVENTION			
	U.S. BANK PURCHASING CARD PROGRAM	J.M. - MM COMMAND STAFF MEETING	172.80
	U.S. BANK PURCHASING CARD PROGRAM	J.M. - CRIME PREVENTION SELF STORAGE	375.00
	U.S. BANK PURCHASING CARD PROGRAM	J.M. - CRIA MEETING REGI.	195.00
	JULIA SMITH	J.S. - BUS GREETING PROG. SUPPLIES	42.92
		CRIME PREVENTION TOTAL:	785.72
		GENERAL FUND TOTAL:	27,095.77
203 - GAS TAX			
STREET MAINTENANCE			
	SAN DIEGO GAS & ELECTRIC	JAN'15 STREET LIGHTS ELECTRICITY	2,406.49
	SO CAL EDISON	JAN'15 STREET LIGHTS GS1	108.36
	BEE MAN PEST CONTROL INC	BEE REMOVAL GOLF DR,SANTA BARBARA	175.00
		STREET MAINTENANCE TOTAL:	2,689.85
		GAS TAX TOTAL:	2,689.85
241 - TECHNOLOGY FUND			
GEN-TECHNOLOGY GRANTS			
	SIGMANET INC.	DATA CENTER PHASE 2 BILLING #1	15,735.30
		GEN-TECHNOLOGY GRANTS TOTAL:	15,735.30
		TECHNOLOGY FUND TOTAL:	15,735.30
711 - DEPOSIT ACCOUNTS FUND			
	GLOBAL PREMIER DEVELOPMENT	GPA07-01 REFUNDABLE DEPOSIT	2,364.75
	JAMES THIEL	P #72305 ENCROACHMENT DEPOSIT REFUND	3,000.00
	CALIFORNIA POOL & SPAS	P #70534 ENCROACHMENT DEPOSIT REFUND	3,000.00
	RMC FACILITIES SERVICES INC	P #72854 C&D REFUNDABLE DEPOSIT	1,500.00
			9,864.75
		DEPOSIT ACCOUNTS FUND TOTAL:	9,864.75
721 - COMMUNITY TRUST			
TRUST FUND			
	U.S. BANK PURCHASING CARD PROGRAM	G.D. - COFFEE FOR PET & VET CLINI	14.95
	BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	JAN'15 RECREATIONAL EXPENSE	7,539.79
	BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	JAN'15 TEEN PROGRAM	1,077.08

Vendor Name	Description (Item)	Amount
DOCUMEDIA GROUP	2/4/15 CS-CITY LOGO ENVELOPES 2500	634.88
	TRUST FUND TOTAL:	<u>9,266.70</u>
	COMMUNITY TRUST TOTAL:	<u>9,266.70</u>
	GRAND TOTAL:	<u><u>64,652.37</u></u>

Fund Summary		
Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	27,095.77	27,095.77
203 - GAS TAX	2,689.85	2,689.85
241 - TECHNOLOGY FUND	15,735.30	15,735.30
711 - DEPOSIT ACCOUNTS FUND	9,864.75	9,864.75
721 - COMMUNITY TRUST	9,266.70	9,266.70
Grand Total:	<u>64,652.37</u>	<u>64,652.37</u>

City of Aliso Viejo

Agenda Item



DATE: March 4, 2015
TO: Mayor and City Council
FROM: Gina M. Tharani, City Treasurer
SUBJECT: TREASURER'S STATEMENT – JANUARY 2015

Recommended Action:

Approve the January 2015 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:

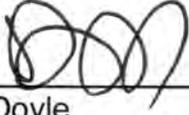
The City of Aliso Viejo is invested in the State Treasurer's Local Agency Investment Fund (LAIF). Investment in LAIF is allowed under the City's formally adopted investment policy. All funds are available for withdrawal within 24 hours. In addition, in accordance with the City's Investment Policy, the City has the option to purchase Certificate of Deposits with its local bank. These funds will be 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.

As a secondary investment option, the City continues to maintain its Money Market account with J.P Morgan Chase & Co. Excess funds are invested into an investment pool of US Treasury Notes. Interest is credited to the City's bank account on a monthly basis.

Gina Tharani

Gina M. Tharani
City Treasurer

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

Attachment: Treasurer's Statement
LAIF Statement

**CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT**

January 31, 2015

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE
GENERAL FUND	\$ 17,452,562.41	3,416,809.92	1,093,744.91	-	19,775,627.42
GAS TAX FUND	1,601,999.34	90,533.51	100,174.89	-	1,592,357.96
MEASURE M	1,371,858.40	121,456.84	-	-	1,493,315.24
PUBLIC SAFETY GRANTS	90,488.86	12,108.49	6,321.13	-	96,276.22 (1)
AIR QUALITY IMPRVMT FD	729,264.31	-	-	-	729,264.31
INTEGRATED WASTE MGMT FD	19,843.86	-	-	-	19,843.86
OTHER GRANTS	182,158.92	-	-	-	182,158.92
TECHNOLOGY GRANT	522,136.10	550.00	-	-	522,686.10
DEVELOPMENT IMPACT	8,434,398.20	-	56,990.00	-	8,377,408.20
FEDERAL GRANTS	-	-	-	-	-
STREET IMPROVEMENTS	-	135.00	900.54	-	(765.54) (2)
CAPITAL IMPROVEMENTS	4,431.61	-	91,266.22	-	(86,834.61) (2)
STORM WATER	-	-	2,970.73	-	(2,970.73) (2)
COP 2006/CFD 2005-01	(9,964.28)	41,560.65	2,357.59	-	29,238.78
REFUNDABLE DEPOSIT	788,249.54	53,263.25	29,336.58	-	812,176.21
COMMUNITY TRUST	124,351.66	-	11,707.86	-	112,643.80
TOTALS	\$ 31,311,778.93	\$ 3,736,417.66	\$ 1,395,770.45	\$ -	\$ 33,652,426.14

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 8,010,633.33	
	TOTAL DEMAND DEPOSITS		\$ 8,010,633.33
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 25,641,792.81	
	TOTAL INVESTMENTS		\$ 25,641,792.81
	TOTAL CASH		\$ 33,652,426.14

L.A.I.F. - Effective Yield for January 2015	0.262%
Money Market-Effective Yield for January 2015	0.040%

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, Payroll Account, and City Facilities in the amount of \$ 4,281,463.00

(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 improvement and pedestrian bridge projects.

Storm Water includes the Wood Canyon Emergent Wetland Project.

Gina Tharani

Gina M. Tharani, City Treasurer

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

www.treasurer.ca.gov/pmia-laif/laif.asp

February 24, 2015

CITY OF ALISO VIEJO

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

PMIA Average Monthly Yields

Account Number:
 98-30-007

Tran Type Definitions

January 2015 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
1/15/2015	1/14/2015	QRD	1454981	SYSTEM	16,419.56

Account Summary

Total Deposit:	16,419.56	Beginning Balance:	25,625,373.25
Total Withdrawal:	0.00	Ending Balance:	25,641,792.81



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

LAIF Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
02/05/15	0.26	0.26	201
02/06/15	0.26	0.26	205
02/07/15	0.26	0.26	205
02/08/15	0.26	0.26	205
02/09/15	0.27	0.26	208
02/10/15	0.27	0.26	210
02/11/15	0.27	0.26	209
02/12/15	0.27	0.26	209
02/13/15	0.27	0.26	210
02/14/15	0.27	0.26	210
02/15/15	0.27	0.26	210
02/16/15	0.27	0.26	210
02/17/15	0.27	0.26	204
02/18/15	0.27	0.26	207

Quarter Ending 12/31/14

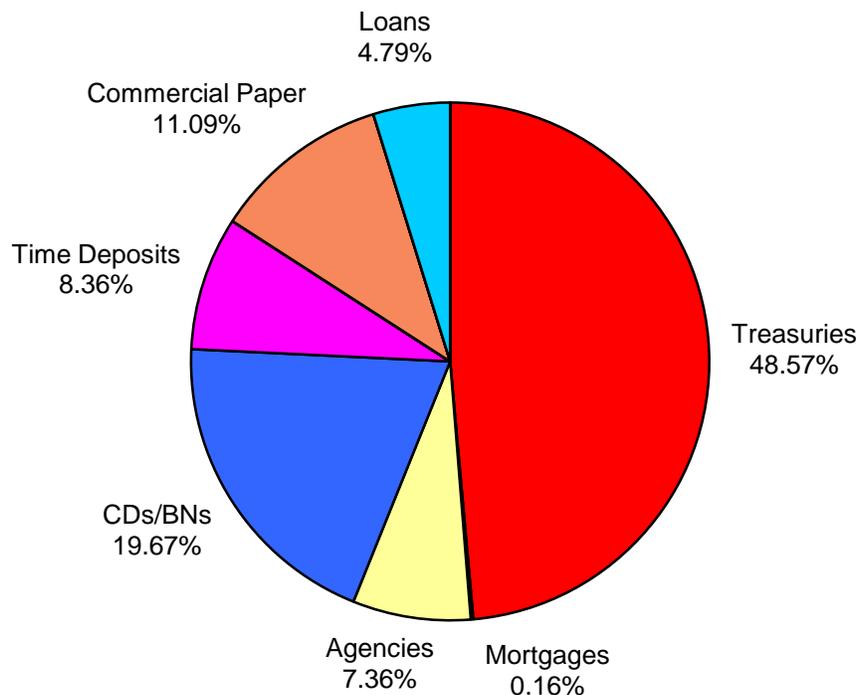
Apportionment Rate: 0.25%
 Earnings Ratio: 0.00000696536180771
 Fair Value Factor: 0.99998038
 Daily: 0.26%
 Quarter To Date: 0.26%
 Average Life: 200

PMIA Average Monthly Effective Yields

JAN 2015 0.262%
 DEC 2014 0.267%
 NOV 2014 0.261%

*Daily yield does not reflect capital gains or losses

**Pooled Money Investment Account
Portfolio Composition
\$61.3 billion
1/31/15**



City of Aliso Viejo

Agenda Item



DATE: March 4, 2015

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: COOPERATIVE AGREEMENT FOR OCTA M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM – LA PAZ ROAD CORRIDOR

Recommended Action:

1. Authorize the Mayor to execute Cooperative Agreement C-4-1883 with the Orange County Transportation Authority (OCTA).

Fiscal Impact:

The total project cost for the La Paz Road Corridor is estimated to be \$410,240, of which \$16,547 falls within the City's jurisdiction. The local match required for this grant program is 20%, or an estimated \$3,309. Since Caltrans is unable to provide any match dollars, their share was proposed to be split between the other agencies and was included in the \$3,309 approved by City Council by resolution in 2013. It was since determined that Caltrans could not contribute an in-kind service match of \$1,920 either, so an additional \$480 was added to each City's share totaling \$3,789 for Aliso Viejo.

The FY 14-15 budget includes \$3,309 but this now is anticipated to be spent in FY 15-16 and the amount will be adjusted to reflect the increased share of \$3,789.

Background:

The call for projects was issued and the application was submitted to OCTA on October 23, 2013. The OCTA M2 Project P Grant Program provides funding for coordination of traffic signals across jurisdictional boundaries. The other agencies included in this project are Mission Viejo, Laguna Hills, Laguna Niguel, and Caltrans. OCTA will be the project lead while each agency maintains normal day to day operations.

City Council approved the application through Resolution 2013-37. The project was successfully selected to receive the grant funds last year. The final cooperative agreement was received from OCTA and must now be executed to move forward with the project.

Discussion:

The proposed scope within the City will include installation of new traffic signal cabinet at La Paz and Pacific Park to house the controller recently upgraded during the Pacific

Park/Oso corridor project. Signals will then be coordinated across jurisdictions during morning, mid-day, afternoon and weekend peak periods. The timing plans will be developed without regard to physical or political boundaries.



Shaun S. Pelletier
City Engineer

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachment: Project Map
Cooperative Agreement C-4-1883

LA PAZ ROAD CORRIDOR

Project P - Regional Traffic Signal Synchronization Program Supplemental Application (Round 4)

10/23/2013

Agency: City of Mission Viejo
Contact Name: Philip Nitollama
Contact Number: 949-470-3068
pnitollama@cityofmissionviejo.org



1 **WHEREAS**, the PROJECT will include approximately twenty-three (23) traffic signalized
2 intersections as identified in the APPLICATION; and

3 **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements
4 identified in the APPLICATION including certain hardware and software upgrades to intersection
5 traffic controller units, traffic telematics and intertie systems, Advanced Transportation Management
6 Systems (ATMS), and other associated systems (hereinafter collectively referred to as "ITS
7 ELEMENTS"), will be constructed and/or installed and implemented as part of the PROJECT as
8 identified in APPLICATION; and

9 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to
10 coordinate the inclusion of other ITS elements (OTHER ELEMENTS) that should be installed at the
11 same time as the construction of the PROJECT and are not part of this Agreement; and

12 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS are the
13 sole responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the
14 course of the project; and

15 **WHEREAS**, based on APPLICATION, the AUTHORITY agrees to implement the PROJECT;
16 and

17 **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide
18 PROJECT funding in a combined cash and in-kind services match of eighty-two thousand, forty-eight
19 dollars (\$82,048.00), as shown in Attachment A, or equivalent to twenty percent (20%) of PROJECT
20 cost; and

21 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
22 Agreement to implement the PROJECT in support of Project P; and

23 **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities
24 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the
25 PROJECT.

26 /

1 **WHEREAS**, the AUTHORITY's Board of Directors approved funding for the PROJECT and
2 authorized the Chief Executive Officer to negotiate and execute this cooperative agreement on April 14,
3 2013.

4 **WHEREAS**, the CITY of Mission Viejo's City Council approved this Agreement
5 on the ____ day of _____, 20____.

6 **WHEREAS**, the CITY of Aliso Viejo's City Council approved this Agreement
7 on the ____ day of _____, 20____.

8 **WHEREAS**, the CITY of Laguna Hills' City Council approved this Agreement
9 on the ____ day of _____, 20____.

10 **WHEREAS**, the CITY of Laguna Niguel's City Council approved this Agreement
11 on the ____ day of _____, 20____.

12 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the
13 PARTICIPATING AGENCIES as follows:

14 **ARTICLE 1. COMPLETE AGREEMENT**

15 A. This Agreement, including any attachments incorporated herein and made applicable by
16 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this
17 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior
18 representations, understandings, and communications. The invalidity in whole or in part of any term or
19 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this
20 Agreement. The above referenced Recitals are true and correct and are incorporated by reference
21 herein.

22 B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'
23 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
24 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or
25 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force
26 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except

1 when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a
2 written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

3 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's
4 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
5 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of
6 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force
7 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING
8 AGENCIES except when specifically confirmed in writing by an authorized representative of
9 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in
10 accordance with the provisions of this Agreement.

11 **ARTICLE 2. SCOPE OF AGREEMENT**

12 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
13 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree
14 that each will cooperate and coordinate with the other in all activities covered by this Agreement and
15 any other supplemental agreements that may be required to facilitate purposes thereof.

16 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

17 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

18 A. AUTHORITY shall implement the PROJECT based on the intent of the usage in the
19 APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures
20 contained in the CTFP Guidelines.

21 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal
22 operational integrity between PROJECT and other similar type projects not older than 3 years..

23 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
24 necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

25 D. AUTHORITY shall perform web-based public outreach activities for the project to
26 communicate major project milestones and results.

1 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements
2 as described in Comprehensive Transportation Funding Program (CTFP).

3 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of
4 PROJECT, may perform a technical and/or field review to ensure that the CTFP Guidelines, policies,
5 and procedures were followed. Such a review may be performed one hundred and eighty (180) days
6 after the PROJECT three-year grant period is complete. If the technical and or field review determines
7 that any of the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must
8 reimburse and return the amount of funding used to perform the ineligible activity to AUTHORITY.

9 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in
10 APPLICATION and Attachment A for the dollar cash match at the start of the PROJECT or at a
11 mutually agreed upon time to facilitate any respective AGENCY funding timeframes.

12 H. AUTHORITY shall request updates on the PROJECT as part of semi-annual review
13 process, including documentation of in-kind match conforming to Attachment A and will include the
14 PROJECT in the list of active projects in OCfundTracker until completion of the three year grant period.
15 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase
16 orders.

17 **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

18 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the
19 implementation of the PROJECT:

20 A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage,
21 procure, and complete the PROJECT as identified in APPLICATION.

22 B. To coordinate outreach with PARTICIPATING AGENCIES for PROJECT.

23 C. To collect all data necessary to provide new optimized timing plans including but not
24 limited to manual intersection all movement counts and automated machine traffic and vehicle
25 classification counts.

26 D. To develop and implement new timing plans optimized for signal synchronization.

1 E. To provide updated timing plans for all control systems and all relevant data used to
2 develop said plans to PARTICIPATING AGENCIES.

3 F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2
4 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is
5 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section
6 B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the
7 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments
8 shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and
9 After Study" video of a representative portion of PROJECT at up to two public meetings.

10 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES:**

11 PARTICIPATING AGENCIES agree to the following responsibilities for implementation and
12 funding of PROJECT:

13 A. Provide a technical representative to meet and participate as a member of the
14 PROJECT's Traffic Forum.

15 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of
16 PROJECT.

17 C. To participate and support PROJECT implementation within the timeframe outlined in
18 APPLICATION and consistent with the CTFP Guidelines adopted by AUTHORITY.

19 D. To provide AUTHORITY all current intersection, local field master, and/or ATMS
20 timing plans and related data upon request.

21 E. To provide the local cash match and/or documentation for the in-kind services match
22 for PROJECT in accordance with Attachment A. Failure to provide included local cash match and or
23 evidence of in-kind services match may result in the loss of future participation for competitive
24 funding opportunities.

25 F. PARTICIPATING AGENCIES that have included a dollar match as identified in
26 Attachment A shall provide payment for the dollar match to AUTHORITY within 30 calendar days of

1 receipt of an invoice.

2 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified
3 in Attachment A shall provide documentation of conformance as part of the semi-annual review
4 process.

5 H. To waive all fees associated with any local agency permits that may be required of the
6 OCTA Consultant, sub – consultants, and/or service or equipment providers in the performance of the
7 PROJECT.

8 I. PARTICIPATING AGENCIES shall provide updates on PROJECT to AUTHORITY as
9 part of semi-annual review process until completion of the three year PROJECT grant period.
10 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase
11 orders.

12 J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue Ongoing
13 Monitoring and Maintenance after the three year grant period is complete and continue until the end of
14 the PROJECT per additional Maintenance of Effort in APPLICATION.

15 **ARTICLE 6. DELEGATED AUTHORITY**

16 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this
17 Agreement are delegated to their respective City Manager, or designee, and the actions required to be
18 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief
19 Executive Officer or designee.

20 **ARTICLE 7. AUDIT AND INSPECTION**

21 PARTICIPATING AGENCIES shall maintain a complete set of records in accordance with
22 generally accepted accounting principles. Upon reasonable notice, PARTICIPATING AGENCIES shall
23 permit the authorized representatives of AUTHORITY to inspect and audit all work, materials, payroll,
24 books, accounts, and other data and records of PARTICIPATING AGENCIES for a period of four (4)
25 years after final payment, or until any on-going audit is completed. For purposes of audit, the date of
26 completion of this Agreement shall be the date of AUTHORITY's payment of OCTA

1 Consultant's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the
2 right to reproduce any such books, records, and accounts. The above provision with respect to audits
3 shall extend to and/or be included in contracts with PARTICIPATING AGENCIES' contractor.

4 **ARTICLE 8. INDEMNIFICATION**

5 A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at
6 PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to
7 AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees,
8 and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
9 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands,
10 orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including
11 but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES'
12 employees included), for damage to property, including property owned by AUTHORITY, or from any
13 violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts,
14 omissions or willful misconduct of PARTICIPATING AGENCIES, its officers, directors, employees or
15 agents in connection with or arising out of the performance of this
16 Agreement.

17 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole
18 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES),
19 indemnify, protect, and hold harmless PARTICIPATING AGENCIES, its officers, directors, employees,
20 and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,
21 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands,
22 orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including
23 but not limited to Claims arising from injuries to or death of persons (AUTHORITY's employees
24 included), for damage to property, including property owned by PARTICIPATING AGENCIES, or from
25 any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts,
26 omissions or willful misconduct of AUTHORITY, its officers, directors, employees or agents in

1 connection with or arising out of the performance of this Agreement.

2 C. The indemnification and defense obligations of this Agreement shall survive its
3 expiration or termination.

4 **ARTICLE 9. ADDITIONAL PROVISIONS**

5 A. Term of Agreement: This Agreement shall be effective on _____ 20____, and shall be
6 in full force and effect through for 48 months through _____ 20 ____.

7 B. Extension of Term: This Agreement may be extended or amended in writing at any time
8 by the mutual consent of all parties and Authority. No amendment shall have any force or effect unless
9 executed in writing by all parties and Authority.

10 C. Termination: In the event any Party defaults in the performance of their respective
11 obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting
12 Party(s) shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to
13 the Party in default. and PARTICIPATING AGENCIES shall comply with all applicable federal, state,
14 and local laws, statues, ordinances and regulations of any governmental authority having jurisdiction
15 over the PROJECT.

16 D. Termination for Convenience: Either Party may terminate this Agreement for its
17 convenience by providing thirty (30) days' prior written notice of its intent to terminate for convenience to
18 the other Party.

19 E. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,
20 state, and local laws, statues, ordinances and regulations of any governmental authority having
21 jurisdiction over the PROJECT.

22 F. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that
23 they are authorized to execute this Agreement on behalf of said Parties and that, by so executing this
24 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

25 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be
26 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the

1 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
2 condition of this Agreement shall be valid and enforceable.

3 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
4 number of counterparts, each of which, when executed and delivered shall be deemed an original and
5 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

6 I. Force Majeure: Either Party shall be excused from performing its obligations under this
7 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
8 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
9 commandeering of material, products, plants or facilities by the federal, state or local government;
10 national fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of
11 such cause is presented to the other Party, and provided further that such nonperformance is
12 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

13 J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties,
14 or authority hereunder may be assigned in whole or in part by either Party without the prior written
15 consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be
16 deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to
17 any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

18 K. Governing Law: The laws of the State of California and applicable local and federal
19 laws, regulations and guidelines shall govern this Agreement.

20 L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,
21 the court shall award costs and expenses, including attorney's fees, to the prevailing party.

22 M. Notices: Any notices, requests, or demands made between the Parties pursuant to this
23 Agreement are to be directed as follows:

24 /

25 /

26 /

**COOPERATIVE AGREEMENT NO. C-4-1883
LA PAZ ROAD - RTSSP**

To MISSION VIEJO:	To AUTHORITY:
City of Mission Viejo	Orange County Transportation Authority
200 Civic Center Mission Viejo, CA 92691	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Philip Nitollama Traffic Engineer 949-470-3068 Email: pnitollama@cityofmissionviejo.org	Attention: Venita Anderson Senior Contract Administrator Tel: (714) 560-5427 E-mail: vanderson@octa.net

To ALISO VIEJO:	To LAGUNA HILLS:
City of Aliso Viejo	City of Laguna Hills
12 Journey Suite 100 Aliso Viejo, CA 92656-5335	24035 El Toro Road Laguna Hills, CA 92653
Attention: Shaun Pelletier Assistant City Engineer (949) 425-2533 Email: spelletier@cityofaliso Viejo.com	Attention: Ken Rosenfield City Engineer/Director of Public Works (949) 707-2655 Email: krosenfield@ci.laguna-hills.ca.us

To LAGUNA NIGUEL:
City of Laguna Niguel
30111 Crown Valley Parkway Laguna Niguel, CA 92677
Attention: Nick Renn City Engineer/ Acting Director of Public Works (949) 362-4341 Email: drogers@cityoflagunaniguel.org

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-1883 to be
3 executed on the date first written above.

4 **CITY OF MISSION VIEJO**

ORANGE COUNTY TRANSPORTATION AUTHORITY

5
6 By: _____
7 Trish Kelley
8 Mayor

By: _____
Meena Katakia
Manager, Capital Projects

9 **ATTEST:**

APPROVED AS TO FORM:

10
11 By: _____
12 Karen Hamman
13 City Clerk

By: _____
Kennard R. Smart, Jr.
General Counsel

14 **APPROVED AS TO FORM**

15 By: _____
16 Bill Curley
17 City Attorney

18 Dated : _____
19
20
21
22
23
24
25
26

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-1883 to be
3 executed on the date first written above.

4 **CITY OF ALISO VIEJO**

5
6 By: _____
7 William A. Phillips
8 Mayor

9 **ATTEST:**

10 By: _____
11 Mitzi Ortiz
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Scott Smith
17 City Attorney

18 Dated : _____
19
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24
25
26

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-1883 to be
3 executed on the date first written above.

4 **CITY OF LAGUNA HILLS**

5
6 By: _____
7 Andrew Blount
8 Mayor

9 **ATTEST:**

10
11 By: _____
12 Peggy J. Johns, MMC
13 City Clerk

14 **APPROVED AS TO FORM**

15
16 By: _____
17 Gregory E. Simonian
18 City Attorney

19
20 Dated : _____
21
22
23
24
25
26

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-1883 to be
3 executed on the date first written above.

4 **CITY OF LAGUNA NIGUEL**

5
6 By: _____
7 Jerry McCloskey
8 Mayor

9 **ATTEST:**

10 By: _____
11 Eileen Gomez
12 City Clerk

13 **APPROVED AS TO FORM**

14
15 By: _____
16 Terry E. Dixon
17 City Attorney

18 Dated : _____
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DETAILED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH	IN-KIND	TOTAL MATCH
City of Mission Viejo	\$43,886.00	\$4,320.00	\$48,206.00
City of Aliso Viejo	\$3,789.00	\$0.00	\$3,789.00
City of Laguna Hills	\$16,169.00	\$0.00	\$16,169.00
City of Laguna Niguel	\$13,884.00	\$0.00	\$13,884.00
TOTAL	\$77,728.00	\$4,320.00	\$82,048.00

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Mission Viejo		\$43,886.00
City of Aliso Viejo		\$3,789.00
City of Laguna Hills		\$16,169.00
City of Laguna Niguel		\$13,884.00
TOTAL		\$77,728.00

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
N/A			\$
			\$
TOTAL			

ii. Staffing Commitment:

**COOPERATIVE AGREEMENT NO. C-4-1883
LA PAZ ROAD - RTSSP
ATTACHMENT A**

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL*
City of Mission Viejo	Traffic Engineer	Project Administration, Quality Assurance & Signal Timing	5	\$145	\$725
City of Mission Viejo	Transportation Analyst	Signal Timing Implementation & Operations	19.42	\$94	\$1,825
City of Mission Viejo	PW Inspector	Project Administration, Quality Assurance & Inspection	5	\$124	\$620
City of Mission Viejo	Traffic Systems Specialist (HCI)	Signal Timing Implementation & Operations	10	\$115	\$1,150
Total for <u>City of Mission Viejo</u>:					\$ 4,320.00
TOTAL IN-KIND MATCH*:					\$ 4,320.00

**Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.*

City of Aliso Viejo

Agenda Item



DATE: March 4, 2015
TO: Mayor and City Council
FROM: Albert Armijo, Director of Planning Services
SUBJECT: SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH URBANUS GROUP LLC FOR PLANNING CONSULTANT SERVICES

Recommendation

Approve a Second Amendment to the Professional Services Agreement between the City of Aliso Viejo and Urbanus Group LLC for planning consultant services.

Fiscal Impact

The fee for land use and planning consultant services for this contract is set at a rate of \$175.00 per hour on a time-and-materials basis. The Second Amendment would increase the existing contract cumulative amount of the Professional Services Agreement to Sixty-Nine Thousand Dollars (\$69,000), which represents an increase of \$11,250 over the original Agreement amount of \$33,750 and an increase of \$24,000 over the First Amendment to the original Agreement. The requested amount was included in the FY 2014-15 budget mid-year augmentation.

Discussion

Staff supplemented the original Scope of Services for Urbanus Group LLC (refer to **bold** narrative in the attached Second Amended Agreement Scope of Services) to include additional meetings with City staff, composition of extensive revisions to, and expansion of, the draft Town Center Implementation Strategy Report, research into estimated costs of Implementation Strategy Plan subtasks, and development of a draft scope of work for Implementation Strategy Plan subtask consultants. Also, additional and frequent follow-up meetings with property owners and major tenants will be necessary. The amended Scope of Services will be accomplished prior to FY 2015-2016.

The proposed Second Amendment to the Agreement, First Amendment to the Agreement and the original Agreement are attached to this Staff Report.

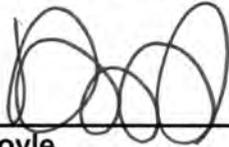
Recommendation

Staff recommends the City Council approve a Second Amendment to the Professional Services Agreement between the City of Aliso Viejo and Urbanus Group LLC for planning consultant services.



Albert Armijo
Director of Planning Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

Attachments:

- A. Second Amended Agreement between the City of Aliso Viejo and Urbanus Group LLC
- B. First Amended Original Agreement
- C. Original Agreement

**CITY OF ALISO VIEJO
SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of March, 2015, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and URBANUS GROUP, LLC, a California limited liability company, with its principal place of business at 1 League, No. 61141, Irvine, California, 92602 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Planning Consultant Services dated April 16, 2014 ("Agreement").

2.2 First Amendment. On October 14, 2014, the Parties amended the Agreement to increase the total compensation under the Agreement by Eleven Thousand Two Hundred Fifty Dollars (\$11,250), for a cumulative amount not to exceed Forty Five Thousand Dollars (\$45,000) and to augment the scope of services.

2.3 Second Amendment. The Parties now desire to amend the Agreement to increase the total compensation under the Agreement by Twenty-Four Thousand Dollars (\$24,000), for a cumulative amount not to exceed Sixty-Nine Thousand Dollars (\$69,000) and to augment the scope of services as presented herein.

3. TERMS.

3.1 Scope of Services. The Agreement is hereby amended to include the scope of services set forth in Exhibit "A," attached hereto and incorporated herein by reference. The bolded language details the augmented services.

3.2 Compensation. The total compensation for Services provided pursuant to this Second Amendment shall not exceed Sixty-Nine Thousand Dollars (\$69,000) without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Second Amendment at rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra work may be authorized as described in the Agreement.

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 Consultant's employees, including any employee(s) that Consultant intends to assign to perform Services described in this Agreement.

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Planning Consultant Services on this 4th day of March, 2015.

CITY OF ALISO VIEJO

URBANUS GROUP, LLC, a limited liability company

By: _____
David Doyle
City Manager

By: _____

Name: _____

Attest:

Title: _____

[If Corporation, TWO SIGNATURES, President **OR** Vice President **AND** Secretary, **AND** CORPORATE SEAL OF CONSULTANT REQUIRED]

By: _____
Mitzi Ortiz, MMC
City Clerk

By: _____

Name: _____

Approved as to Form:
Title: _____

BEST BEST & KRIEGER LLP

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Gina Tharani
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

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

City/County/State

Date

Name of Business

Print Name

Signature

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

EXHIBIT "A"

SCOPE OF SERVICES

1. Conduct research related to present and future competition centers in cities nearby to Aliso Viejo that may affect Aliso Viejo Town Center Vision and Opportunities Plan implementation.
2. Conduct interviews with Aliso Viejo Town Center stakeholders, subject to availability, including the following: property owners; tenants; Mayor, Mayor Pro Tem, and City Council Members; City Staff (City Manager, City Attorney, Director of Financial Services, Director of Administrative Services and Director of Planning Services); Aliso Viejo Community Association Board of Directors; property management firms; and, local retail real estate brokers.
3. Conduct additional follow-up discussions with select property owners and other Aliso Viejo Town Center stakeholders, as directed by staff, to identify and develop preferred Implementation Strategy Options.
4. Conduct a minimum ~~six (6)~~ **twelve (12)** meetings with City staff.
5. Attend and, if directed to do so, participate in a minimum four (4) City Council meetings.
6. Conduct additional market research.
7. Generate a Town Center Vision and Opportunities Plan (i.e. Town Center Concept Plan) Implementation Report.
8. **Compose extensive restructure/rewrite/expansion of Implementation Strategy Report.**
9. **Conduct research into estimated costs of implementation subtasks, which will be preparation for eventual lot-line revision negotiations.**
10. **Develop draft scope of work for implementation subtask consultants.**

EXHIBIT "B"

COMPENSATION

Consultant's hourly rate of compensation shall be \$175.00 (One Hundred Seventy-Five dollars).

**CITY OF ALISO VIEJO
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 15th day of October, 2014, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and URBANUS GROUP, LLC, a California limited liability company, with its principal place of business at 1 League, No. 61141, Irvine, California, 92602 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Planning Consultant Services dated April 16, 2014 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement to increase the total compensation under the Agreement by Eleven Thousand Two Hundred Fifty Dollars (\$11,250), for a cumulative amount not to exceed Forty Five Thousand Dollars (\$45,000) and to augment the scope of services presented herein.

3. TERMS.

3.1 Scope of Services. The Agreement is hereby amended to include the scope of services set forth in Exhibit "A," attached hereto and incorporated herein by reference. The bolded language details the augmented services.

3.2 Compensation. The total compensation for Services provided pursuant to this First Amendment shall not exceed Forty Five Thousand Dollars (\$45,000) without written approval of the City Manager. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra work may be authorized as described in the Agreement.

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 Consultant's employees, including any employee(s) that Consultant intends to assign to perform Services described in this Agreement.

3.4 Remaining Provisions 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.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Planning Consultant Services on this 15th day of October, 2014.

23rd

CITY OF ALISO VIEJO

URBANUS GROUP, LLC, a limited liability company

By: [Signature]
David Doyle
City Manager

By: [Signature]

Name: R. Matthew Shannon

Title: Managing Director

Attest:

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary, AND CORPORATE SEAL OF CONSULTANT REQUIRED]

By: [Signature]
Susan A. Ramos
City Clerk

By: _____

Name: _____

Approved as to Form:
Title: City Attorney

BEST BEST & KRIEGER LLP

By: [Signature]
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: [Signature]
Gina Tharani
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

N/A (0)

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

Aliso Viejo / Orange / CA
City/County/State

10-15-14
Date

Urbanus Group, LLC
Name of Business

R. Matthew Shannon
Print Name

R. Matthew Shannon
Signature

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

EXHIBIT "A"

SCOPE OF SERVICES

1. Conduct research related to present and future competition centers in cities nearby to Aliso Viejo that may affect Aliso Viejo Town Center Vision and Opportunities Plan implementation.
2. Conduct interviews with Aliso Viejo Town Center stakeholders, subject to availability, including the following: property owners; tenants; Mayor, Mayor Pro Tem, and City Council Members; City Staff (City Manager, City Attorney, Director of Financial Services, Director of Administrative Services and Director of Planning Services); Aliso Viejo Community Association Board of Directors; property management firms; and, local retail real estate brokers.
3. Conduct **additional** follow-up discussions with select property owners and other Aliso Viejo Town Center stakeholders, **as directed by staff**, to identify and develop preferred Implementation Strategy Options.
4. Conduct ~~four (4) meetings (anticipated to occur monthly)~~ a minimum six (6) **meetings** with City staff.
5. Attend and, if directed to do so, participate in ~~three (3)~~ a minimum four (4) City Council meetings.
6. Conduct additional market research.
7. Generate a Town Center Vision and Opportunities Plan (i.e. **Town Center Concept Plan**) Implementation Report.

EXHIBIT "B"

COMPENSATION

Consultant's hourly rate of compensation shall be \$175.00 (One Hundred Seventy-Five dollars).

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

1. PARTIES AND DATE.

This Agreement is made and entered into this 16th day of April, 2014, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and URBANUS GROUP, LLC, a California limited liability company, with its principal place of business at 1 League, No. 61141, Irvine, California, 92602 ("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 provision of professional land use consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents 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 professional planning and land use consulting within the City Planning Department ("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 April 16, 2014 to June 30, 2015, unless earlier terminated as provided herein. The City 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. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates the Director of Planning Services, 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 R. Matthew Shannon or his designee, to act as its representative for 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 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 standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all

violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a twenty (20) 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. As to the City, all insurance coverage shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

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

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to

the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

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

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

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

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

3.2.12 Verification of Funds. Pursuant to City Council Policy 300-5, if the Services are for an applicant-initiated project for which a deposit account has been established with the City, Consultant shall verify with the City's Representative that sufficient funds are available in City's deposit account for that project before the commencement of any work or services and periodically as the Services progress.

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 "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty-Three Thousand Seven Hundred Fifty dollars (\$33,750) ("Total Compensation") without written approval of 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 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. The City Manager may approve Extra Work, provided the cost of the Extra Work, does not exceed ten percent (10%) of the Total Compensation as set forth in Section 3.3.1, for a total increase of \$3,375. Any Extra Work in excess of this amount shall be approved by the City Council.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "B" may be adjusted each year at the time of renewal as set forth in Exhibit "B."

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: R. Matthew Shannon
1 League, No. 61141
Irvine, CA 92602
(714) 505-4433

City: City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: Albert Armijo, Department of Planning Services

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 the tasks under this Agreement. Consultant shall submit to the City's Representative a statement signed by Consultant and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of and that they have read the City's Fraud Prevention Policy. A finding by the City that Consultant or 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 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, 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 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 consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.7.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. 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 City, its directors, officials officers, employees, agents, or volunteers.

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.

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

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

3.5.13 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.

3.5.14 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.

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

3.5.16 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.

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

3.5.18 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.

3.5.19 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.

3.5.20 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.

3.5.21 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.

3.5.22 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.

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

3.5.24 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.

3.6 Subcontracting.

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

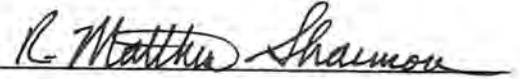
[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for professional land use consultant services on this 14TH day of May, 2014.

CITY OF ALISO VIEJO

URBANUS GROUP, LLC, a limited liability company

By: 
David Doyle
City Manager

By: 

Name: R. Matthew Shannon

Title: Managing Director

Attest:

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary, AND CORPORATE SEAL OF CONSULTANT REQUIRED]

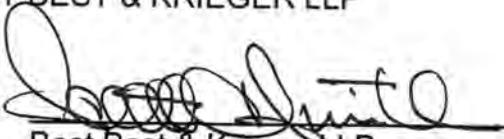
By: 
Susan A. Ramos
City Clerk

By: _____

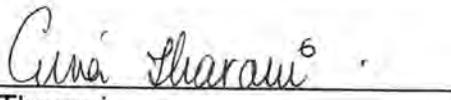
Name: _____

Approved as to Form:
Title: CITY ATTORNEY

BEST BEST & KRIEGER LLP

By: 
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: 
Gina Tharani
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

N/A (0)

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

Aliso Viejo / Orange / Calif.
City/County/State

5-14-14
Date

Urbanus Group, LLC
Name of Business

R. Matthew Shannon
Print Name

R. Matthew Shannon
Signature

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

EXHIBIT "A"

SCOPE OF SERVICES

1. Conduct research related to present and future competition centers in cities nearby to Aliso Viejo that may affect Aliso Viejo Town Center Vision and Opportunities Plan implementation.
2. Conduct interviews with Aliso Viejo Town Center stakeholders, subject to availability, including the following: property owners; tenants; Mayor, Mayor Pro Tem, and City Council Members; City Staff (City Manager, City Attorney, Director of Financial Services, Director of Administrative Services and Director of Planning Services); Aliso Viejo Community Association Board of Directors; property management firms; and, local retail real estate brokers.
3. Conduct follow-up discussions with select property owners and other Aliso Viejo Town Center stakeholders to identify and develop preferred Implementation Strategy Options.
4. Conduct four (4) meetings (anticipated to occur monthly) with City staff.
5. Attend and, if directed to do so, participate in three (3) City Council meetings.
6. Conduct additional market research.
7. Generate a Town Center Vision and Opportunities Plan Implementation Report.

EXHIBIT "B"

COMPENSATION

1. Consultant's hourly rate of compensation shall be \$175.00 (One Hundred Seventy-Five dollars).

2. If this Agreement is renewed for additional one-year terms of performance, pursuant to Section 3.1.2, the rate set forth above may be adjusted each year at the time of renewal upon the start of the additional one-year term of performance. The hourly rate increase shall be in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%) per year.

City of Aliso Viejo

Agenda Item



DATE: March 4, 2015
TO: Mayor and City Council
FROM: Karen Crocker, Community Services Director
SUBJECT: CONSIDERATION OF A COMMUNITY PHOTO CONTEST

Recommendation:

Authorize staff to conduct a Community Photo Contest.

Fiscal Impact:

There will be no fiscal impact regarding a Community Photo Contest.

Background:

Throughout the years, staff, volunteers and consultants have taken a variety of photos of programs and landmarks within Aliso Viejo. The photos have been utilized for marketing on the website, newsletter, brochures and enews. In an effort to update our photo data base, staff is continually looking for new photos.

Discussion:

Embracing Aliso Viejo's slogan, "Aliso Viejo – Experience it All," City staff would like to host an annual photo contest calling for residents, businesses and organizations to submit photos of places, faces, features, activities and events that capture the true essence of life in Aliso Viejo. The contest is meant to engage and promote the community, and the photographs would enhance the City's ongoing marketing efforts.

The contest would feature the following categories:

- Residents 18 and over
- Residents 18 and under
- Business owners/organizations

Submissions would include a name such as "Springtime in Aliso Viejo" or "A great place for families" to go along with theme of the photo. Entries would be

City of Aliso Viejo

AGENDA ITEM



DATE: March 4, 2015
TO: Mayor and City Council
FROM: City Attorney

SUBJECTS: ORDINANCES RELATED TO PROHIBITION OF SHORT-TERM RENTALS IN RESIDENTIAL DISTRICTS AND THE RECOVERY OF HEARING OFFICER COSTS IN ADMINISTRATIVE APPEALS, AND RESOLUTIONS RELATED TO APPEALS FEES AND INCREASING ADMINISTRATIVE FINE AMOUNTS

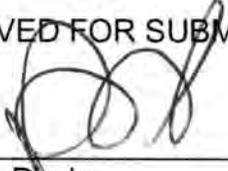
RECOMMENDED ACTIONS

Staff recommends the City Council continue the Public Hearing to March 18, 2015.

BACKGROUND

On January 21, 2015, the City Council opened the Public Hearing, received testimony and continued the matter to March 4, 2015. Staff recommends the City Council receive any additional testimony and continue the Public Hearing to March 18, 2015.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

City of Aliso Viejo

CITY COUNCIL AGENDA ITEM



DATE: March 4, 2015

TO: Mayor and City Council

FROM: Albert Armijo, Director of Planning Services
Erica Roess, Senior Planner

SUBJECT: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
(HCD) ANNUAL PROGRESS REPORT - 2014

RECOMMENDED ACTION

It is recommended that the City Council receive and file the 2014 HCD Annual Report and allow members of the public to provide oral testimony and written comments.

FISCAL IMPACT

No fiscal impact will result from this report.

PUBLIC NOTICE

On February 19, 2015, a public hearing notice was mailed to twenty-eight (28) individuals/organizations who specifically requested to be informed regarding Housing Element related discussions. A 1/8 display ad was also published in the Aliso Viejo News.

ENVIRONMENTAL

Staff recommends the City Council find the proposed action exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15378(b)(5). The action is an administrative activity of the City that involves a report only to a State agency on progress toward meeting affordable housing goals. The report does not authorize any development or changes to land use. Thus, the project would not result in any direct or indirect changes to the environment, and consequently, this action is not a project within the meaning of CEQA.

BACKGROUND

Government Code Section 65400 requires each governing body to prepare an annual report on the status and progress in implementing the jurisdiction's housing element using forms and definitions adopted by the Department of Housing and Community Development. Additionally, Government Code Section 65400 requires the annual report

to be considered at an annual public meeting before the legislative body, and members of the public must be allowed to provide oral testimony and written comments. Jurisdictions must submit the annual report to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year.

The City Council adopted the fifth cycle housing element on January 22, 2014, and it was found to be in compliance with state law by HCD on October 1, 2014. The programs analyzed in the attached annual planning report are from this newly adopted housing element.

Only units that have received building permits, not entitlement status, are included in this report. For example, the site development permit for the Vantis apartments was approved on December 18, 2013 however the units will be accounted for in the 2015 APR since the building permits were issued February 2015. Additionally, 202 senior apartments received entitlement status in November 2014 however since no building permits have been issued to date, they are not included in this 2014 APR.

ANALYSIS

According to the Department of Housing and Community Development, California Code of Regulations, Title 25, Division 1, Chapter 6, each annual report shall contain the following information:

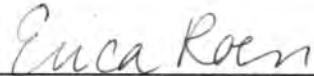
- A cover sheet with the name and mailing address of the reporting local government, the name, phone, fax, and email numbers for the contact person, and the calendar year of the reporting period.
- The following data for assessing progress in meeting the local government's regional housing needs allocation (RHNA):
 - Total allocation of housing units for the RHNA planning period and allocation by household income levels.
 - The number of permitted units issued by the local government for each year of the RHNA planning period by household income level, the total number of permitted units issued by year, the remaining regional housing need allocation by household income level, and the total remaining RHNA.
- The following information for each housing development affordable to moderate- or lower-income households, including mixed-income multifamily projects for which building permits were issued during the reporting period:
 - Identifying information for each project.
 - Unit category.
 - Tenure of the unit where apparent at time of project application.

- Total number of units affordable to each of the following household income groups at initial occupancy: very low-income, low-income, and moderate-income, above moderate-income when included as part of a mixed-income multifamily development.
- The total number of units affordable to moderate and above moderate-income households for which building permits were issued during the reporting period by unit category.
- The following information for each program identified in the housing element pursuant to the requirement of subdivision (c) of Government Code 65583:
 - Name of the program, as referenced in the jurisdiction's housing element.
 - Objective of the program, as set forth in the housing element.
 - Deadline for achieving the objective, as set forth in the housing element.
 - Status of program implementation, as of the end of the annual reporting period, listing dates of specific milestones or accomplishments, and quantified to the extent applicable and possible.
 - Progress in local efforts and programs to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Government Code Section 65583.

The attached report includes the items identified above for calendar year 2014. Specifically, the report indicates that there was one building permit issued for a second dwelling unit. Table B, page 3 of the report identifies 2014 as the first year of the 2014-2021 Regional Housing Needs Allocation Progress period. Lastly, the report provides the implementation status of the housing programs identified in the 2013 Housing Element.

The City is in compliance with all of the deadlines identified in "Adequate Sites for Affordable Housing," "Affordable Housing In-Lieu Funds," "City Grants for Special Needs Groups," and "Encourage Energy Conservation." These milestones include the zoning and general plan amendments for 2C Liberty and 4 Liberty; hiring a housing consultant to prepare recommendations for the affordable housing in-lieu funds; and adopting a zoning code amendment to offer a fee reduction for energy conserving permits. The "Homeownership Assistance," "Section 8 Housing Choice Vouchers," "OCHA Special Needs Groups Rental Assistance Program," "Code Enforcement," "Conservation of Existing and Future Affordable Units," "Streamlined Residential Permit Processing," and "Fair Housing Services" housing programs are on-going in nature and were maintained in 2014.

Prepared by:



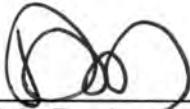
Erica Roess
Senior Planner

Approved by:



Albert Armijo
Director of Planning Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachment: 2014 HCD Annual Report

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction City of Aliso Viejo
Reporting Period 1/1/2014 - 12/31/2014

Table A
Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3 ▶ ▶					1	0	1				
(10) Total by Income Table A/A3 ▶ ▶					1						
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Aliso Viejo
Reporting Period 1/1/2014 - 12/31/2014

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c) (7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate				1		1	
No. of Units Permitted for Above Moderate						0	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Aliso Viejo
 Reporting Period 1/1/2014 - 12/31/2014

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2014	2015	2016	2017	2018	2019	2020	2021		Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	210	0										210
	Non-deed restricted		0										
Low	Deed Restricted	80	0										80
	Non-deed restricted		0										
Moderate	Deed Restricted	7	0									1	6
	Non-deed restricted		1										
Above Moderate		18	0										18
Total RHNA by COG Enter allocation number:		315	0									1	314
Total Units ▶▶▶													
Remaining Need for RHNA Period ▶▶▶▶▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Aliso Viejo
 Reporting Period 1/1/2014 - 12/31/2014

Table C
Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
1. Adequate Sites for Affordable Housing	1) The City will process amendments to the General Plan and zoning designations for sites located at 4 Liberty and 2C Liberty to accommodate at least 249 lower income housing units in compliance with Government Code Sec. 65583.2.h and Sec. 65583.2.i. 2) Staff will provide assistance to applicants during the design review process. 3) The City will facilitate affordable multi-family development on these sites by supporting funding applications, allocating funds from the Affordable Housing In-Lieu Monies, and / or approving modifications to development standards. 4) The City will report annually to the California Department of Housing and Community Development on its progress in implementing this program. 5) The City will monitor project approvals and comply with the no net loss requirements of Government Code Sec. 65863. No zoning amendment or project approval shall reduce the residential density than assumed in Table CP-23 of the Housing Element Community Profile unless the City makes written findings in accordance with Sec. 65863 (b).	1) Within first year of the planning period (October 15, 2014) 2) Ongoing 3) Ongoing 4) By April 1 each year 5) Ongoing	1) On January 22 and February 5, 2014, the City processed amendments to the General Plan and zoning designations for sites located at 4 Liberty and 2C Liberty to accommodate at least 249 lower income housing units. 2) Staff provided assistance to the 2C Liberty site applicant during the design review process for the applicant's 2014 site development permit. 3) On November 5, 2014, the City Council approved a 202-unit senior affordable project located at 2C Liberty. The approval included modifications to six (6) development standards. 4) Following the March 4, 2015 public hearing, staff will submit this annual planning report to the California Department of Housing and Community Development. 5) The approval of the project located at 2C Liberty for 202 units exceeded the residential density (144 units) assumed in Table CP-23 of the Housing Element Community Profile. The City will continue to monitor project approvals (4 Liberty) and comply with the no net loss requirements of Government Code Sec. 65863.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Aliso Viejo

Reporting Period 1/1/2014 - 12/31/2014

2. Affordable Housing In-Lieu Funds	<p>1) The City will hire a qualified housing consultant to develop recommendations for the best use of the in-lieu funds, with the priority of extremely-low and very-low-income housing.</p> <p>2) The City Council will make the funds available to qualified participants and could also be utilized to retain affordable status on units that may require City intervention and the associated administrative costs.</p>	<p>1) Within first year of the planning period (October 15, 2014)</p> <p>2) Within two years after the adoption of the Housing Element (January 22, 2016)</p>	<p>1) On October 1, 2014, the City hired a qualified housing consultant, RSG, to develop recommendations for the best use of the in-lieu funds.</p> <p>2) Staff anticipates that in 2015 the City Council will consider and approve recommendations, and the funds will be available to qualified applicants that same year.</p>
3. Homeownership Assistance Programs	Provide homebuyer assistance information to potential homeowners in Aliso Viejo.	Ongoing	As homebuyer assistance information becomes available from the County of Orange or non-profit agencies, staff does and will continue to make available the information on the City's website and at the public counter. Additionally, when one of the 58 affordable, owner-occupied units become available, an interest list of potential buyers is provided to the seller.
4. Section 8 Housing Choice Vouchers	The City will continue to promote the use of Section 8 Housing Choice Vouchers in Aliso Viejo with the objective of expanding assistance to very-low income households. Specifically, the City will make referrals to OCHA, advertise the program on the City website and in newsletters, and distribute information at the public counter at City Hall.	Ongoing	The City has and will continue to make referrals to the Orange County Housing Authority regarding Section 8 Housing Choice Vouchers.
5. OCHA Special Needs Groups Rental Assistance Program	The City will continue to assist OCHA in promoting its Special Needs Groups Rental Assistance Programs in Aliso Viejo with the objective of expanding assistance to additional households with special needs. Specifically, the City will make referrals to OCHA, advertise the program on the City website and in newsletters, and distribute information at the public counter at City Hall.	Ongoing	The City has and will continue to make referrals to the Orange County Housing Authority regarding Special Needs Group Rental Assistance.
6. City Grants for Special Needs Groups	The City will allocate 50% of its Human and Social Services community assistance grant budget to incorporate homelessness prevention programs, programs for the disabled, and domestic violence support programs into the annual cycle of grant funding.	Ongoing	For 2014, 63% or \$4500 of the Human and Social Services community assistance grant budget was approved for homeless prevention programs, programs for the disabled, and domestic violence support programs.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Aliso Viejo

Reporting Period 1/1/2014 - 12/31/2014

7. Code Enforcement	The City's Code Enforcement Staff will continue to enforce property maintenance standards and adopted City Building and Zoning Codes. The City will promote the importance of property maintenance to long-term housing quality and property values, and encourage community and neighborhood preservation through the Aliso Viejo Community Association (AVCA), City newsletters-news, cable television, and informational brochures at the public counter at City Hall. As opportunities become available, the City will consider funneling resources into home rehabilitation.	Ongoing	The City's code enforcement staff has and will continue to aggressively enforce property maintenance standards, including the enforcement of health and safety provisions.
8. Conservation of Existing and Future Affordable Units	Annually, the City will monitor the status, notify residents of potential conversion, and pursue options to preserve the units.	Ongoing	Planning staff has and will continue to monitor the affordable units. In 2014, the City did not receive any notices for potential conversions.
9. Streamlined Residential Permit Processing	Minimize permit processing time to reduce development costs for affordable housing	Ongoing	Planning staff worked diligently with the applicant for 2C liberty to minimize permit processing time for its affordable housing 202-unit project. The application was submitted in May 2014 and approved in November 2014, a total of six months.
10. Fair Housing Services	The City will continue to contract to support fair housing services for City residents. The City will advertise fair housing services on its website and at the public counter at City Hall, library, and other community locations.	Ongoing	The City contracts with the Fair Housing Council of Orange County (FHOC) services as an urban participating city through the County of Orange to provide fair housing services.
11. Encourage Energy Conservation	Amend zoning regulations to encourage energy conservation.	2014	As of September 2014 (approved July 16, 2014) a zoning code amendment creating AVMC 15.68 Green Building Program became effective to encourage energy conservation. The amendment included the implementation of a fee reduction for energy conserving permits and a solar education program.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Aliso Viejo
Reporting Period 1/1/2014 - 12/31/2014

General Comments: None

City of Aliso Viejo

Agenda Item



DATE: March 4, 2015
TO: Mayor and City Council
FROM: Glenn Yasui, Director of Administrative Services
SUBJECT: TELEVISED COUNCIL MEETINGS

Recommendation:

The Council should determine if future Council Meetings will be broadcast on cable television and web streamed on the internet.

If the Council opts to broadcast Council Meetings, direct staff to solicit price quotations relating to the acquisition of an audio/visual system.

Fiscal Impact:

The estimated cost to acquire, install and integrate an audio/visual system for televising Council Meetings is \$116,700 plus a 10% contingency for a total estimated cost of \$128,400. Technology grant funding in the amount of \$329,000 is available for acquisition and installation expenses. The estimated ongoing cost to operate and maintain an audio/visual system is \$16,800 per year. Ongoing operating and maintenance expenses shall be paid through the General Fund.

Background:

Televising Council Meetings facilitates open government and transparency in conducting City business. At the December 3, 2014 Council Meeting, the Council directed staff to research the options and estimated costs associated with televising Council Meetings. This report addresses the feasibility of broadcasting Council Meetings live and replayed on cable television via Cox Communications and AT&T U-Verse. Additionally, Council Meetings may be web streamed live over the internet and uploaded onto the City's website to be archived for an indefinite period of time. This allows interested parties to view past Council Meetings at any time in the future.

In order to televise Council Meetings, the City would need the following:

- Acquisition and installation of audio/visual equipment
- Integration of audio/visual equipment with cable television and internet
- Personnel to operate the audio/visual equipment
- Ongoing equipment maintenance
- Supplies

Staff worked with Video Engineering Services (currently provide maintenance service for the City's existing audio/visual equipment) and Winter Visuals (currently operate the City's bulletin board and video playback system on AVTV 30) to prepare recommendations for each of these items.

Discussion

This report will describe the current audio/visual system in the Council Chambers and required improvements to televise Council Meetings. The report will also address available funding and the process for implementing a new audio/visual system.

Current Audio/Visual System

The Council Chambers is currently configured with the following components:

- Audio system including microphones and speakers
- Monitors for viewing by the Council, staff and audience
- Laptop for displaying Powerpoint presentations
- Speaker timer

Additionally, the video room adjacent to the Council Chambers has equipment primarily utilized for bulletin board and video playback on the City's cable television access channel (AVTV 30). Some of the existing equipment such as the DVD player and audio board can be incorporated into an audio/visual system used for televising Council Meetings. It should be noted; however, that a significant amount of additional equipment would be needed for televising Council Meetings.

Required Improvements to Televise Council Meetings

There are many variations for configuring an audio/visual system to televise Council Meetings. We are mindful of the correlation between the cost of an audio/visual system and broadcast quality. Staff's objective is to provide a quality broadcast at a reasonable cost.

Acquisition of Audio/Visual Equipment

Video Engineering Services prepared the attached equipment list for an audio/visual system designed to televise Council Meetings. Given the layout of the Council Chambers, the proposed audio/visual system consists of six cameras with pan, tilt and zoom capabilities to provide a sufficient number of camera angles. In addition to the cameras, a variety of accessory equipment is required including, but not limited to a remote camera controller; switcher for selecting camera shots and video sources; preview monitors; character generator for creating graphics; and video server to record and playback Council Meetings. This equipment would be installed in the video room to allow the video operator to produce the Council Meeting

broadcast. The estimated cost to purchase the necessary audio/visual equipment is \$76,400.

The existing bulletin board and video playback system is over 10 years old. Some of the equipment is no longer functioning properly and needs to be replaced. It makes sense to purchase the necessary replacement equipment for the bulletin board and video playback system in conjunction with a new audio/visual system for televising Council Meetings since the equipment can be utilized on both systems. The estimated cost is \$15,800.

Installation of Audio/Visual Equipment

A video engineer would be responsible for the installing and testing the audio/visual system. The engineer would also provide training to operate the equipment and one year of unlimited technical support. The cost to provide all of these services is \$12,000.

Integration of Audio/Visual System with Cable Television and Internet

Staff would recommend broadcasting the Council Meetings live and rebroadcast on cable television and City website. Encoder boxes would be needed to integrate the audio/visual system with cable providers Cox Communications and AT&T U-Verse as well as Granicus for web streaming on the internet.

The estimated cost to acquire the encoder boxes for integrating with the cable television providers is \$2,700. Under the terms of the current cable television franchise agreement with Cox Communications, AVTV 30 is broadcast free of charge. Upon expiration of the franchise agreement in December 2018, Cox Communications will charge approximately \$1,200 per month to broadcast AVTV 30 on their cable television system.

The cost to acquire the hardware and software to integrate with Granicus is \$7,500 upfront plus \$600 per month for licensing to utilize the software.

Supplies

The Council Meetings would be recorded onto DVDs. The estimate cost to purchase the DVDs and equipment to print, duplicate and store the DVDs is \$2,300 upfront and \$450 per year on an ongoing basis.

Personnel to Operate the Audio/Visual Equipment

A video operator would be required to operate the audio/visual system. The video operator would be responsible for controlling the cameras, displaying graphics and broadcasting/recording the Council Meetings. In addition, the video operator would

perform work prior to the Council Meeting such as testing video signals and inputting the graphics. The video operator would also be responsible for post-production work including creating DVDs and programming the video server for playback on cable television and the internet. A flat rate of \$340 per meeting would cover a two-person crew for a two-hour meeting. The flat rate includes the preparation and post production work. In the event a meeting runs over two hours, the video operator would bill at a rate of \$85.00 per hour.

Audio/Visual Equipment Maintenance

The audio/visual equipment would have a manufacturer's warranty (typically 90 days). Upon expiration of the warranty, a video engineer would be required to provide service for repairs and troubleshooting. Video Engineering Services could perform said services at a rate of \$95.00 per hour. Assuming 10 hours of annual maintenance service, we would recommend budgeting \$950.00 per year.

Cost Summary

The table below summarizes the upfront and ongoing costs associated with televising Council Meetings.

Item	Upfront Cost	Ongoing Cost
Acquisition of audio/visual equipment	\$92,200	
Installation/testing of audio/visual equipment; Training and technical support	\$12,000	
Integration of audio/visual equipment with cable television and internet	\$10,200	\$7,200 per year (see note #1)
Supplies	\$2,300	\$450 per year
Contingency (10%)	\$11,700	
Personnel to operate equipment		\$8,200 per year (see note #2)
Audio/visual equipment maintenance		\$950 per year
Total	\$128,400	\$16,800 per year

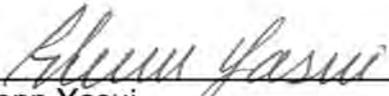
- (1) Cox Communications will begin charging approximately \$14,400 per year to broadcast AVTV 30 on their cable television system, effective January 1, 2019.
- (2) Cost based on 2-hour Council Meetings twice a month. Council Meetings exceeding 2 hours would be billed at a rate of \$85.00 per hour.

Funding

In 2003, the City entered into a cable television franchise agreement whereby Cox Communications provided the City with a \$658,000 technology grant. The technology grant monies are restricted to purchasing capital equipment related to audio/visual or information technology. Over the years, a portion of the funding has been used for information technology improvements. The current fund balance available for the Council Chambers audio/visual system is \$329,000.

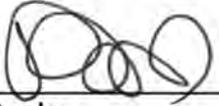
Process

If the Council wishes to move forward with televising Council Meetings, Staff will solicit price quotations for the acquisition of audio/visual equipment. An audio/visual system could be installed and operational to televise Council Meetings beginning in July.



Glenn Yasui
Director of Administrative Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

Attachment: Proposed Audio/Visual Equipment List

**ALISO VIEJO COUNCIL CHAMBERS
PROPOSED AUDIO/VISUAL EQUIPMENT LIST**

ITEM	QTY	DESCRIPTION
CATEGORY ONE: COUNCIL CHAMBERS		
1	6	PANASONIC AW-HE130W HD PZT VIDEO CAMERA WHITE
2	1	PANASONIC AW- RP50NS REMOTE CONTROLER
3	6	PANASONIC AW-HE100K WALL MOUNTS FOR CAMERAS -WHITE
4	6	COMPREHENSIVE CAT 5e 350 MHZ CROSSOVER CABLE GREY 75 FT
5	1	BELDEN 1505A PURPLE COAX WHITE 1000' ROLL
6	1	HP Envy 17T 1080 Windows 7 Profess laptop 17 inch with Back lit Kybd option
7	100	KINGS BNC CONNECTORS 2065-2-9
8	1	Beyer GM-305- Cardioid Condenser Gooseneck Mic 20-Inch
9	1	Henry Engineering Matchbox HD Bi-Directional Stereo Level
10	1	LG LED VIDEO MONITOR /TV 39LN5300 (Control Room)
11	7	SAMSUNG LS20C300BL/ZA LED COMPUTER MON TILT
12	1	D'San Corp Limitimer Pro2000 B.T. Timer system wireless (30 day trial)
13	2	Intelix DL-DA12 HDMI Distribution Amp with 4k Support - 1 In 2 out
14	1	Audio Technica #: AT8646QM XLR mount plate
CATEGORY TWO: CONTROL ROOM		
1	1	BLACKMAGIC ATEM 1 ME STUDIO 4K SWITCHER I/O
2	1	BLACKMAGIC DESIGN ATEM 1 M/E Production Studio 4K Control Panel
3	1	Wohler RM-4290W-HD Dual 9-inch 4U HD/SD-SDI Color
4	1	BLACKMAGIC DESIGN TERANEX EXPRESS CONVERTER
5	1	LEIGHTRONIX ULTRA NEXUS-HD PLAYBACK CNTRL / BULLETIN BOARD
6	1	LEIGHTRONIX LGX-2TBR-L* 2 TERABYTE STORAGE UNIT
7	1	Gefen EXT-HDVGA-3G-SC HDMI & VGA to 3GSDI Scaler / Converter
8	1	BLONDER TONGUE HDE-CSV-QUAM HD/SD ENDODER- QUAM MODULATOR
9	3	MAGNAVOX MDR 533H/F7 DVD RECORDERS
10	1	IOGEAR 4-Port HDMI KVM Switch with Audio, USB 2.0 Hub Cables GCS1794
11	1	AJA HD10AMA HD/SD 4-Channel Analog Embedder Disembedder
12	1	AJA Hi5 HD-SDI/SDI to HDMI Video and Audio Converter
13	1	Furman F1000-UPS Uninterruptible Power Supply Battery Back UP
14	1	AJA HD5DA 1x4 High Definition Video Distribution Amplifier
15	1	Tripplite RS1215-20 12 Outlet Rackmount Power Strip Front/back
16	1	Rolls HR155 5 Watt Rackmount Stereo Audio Monitor / Speaker
17	1	ART MX225 Stereo Dual Source Five Zone Distribution Mixer
18	1	Datavideo TC-200 HD/SD Character Generator Kit
19	1	Delvcam DELV-MLCD35RM Quad Rackmount Monitor B-Stock
20	1	CE Labs AV700 1x7 Composite Video & Stereo Audio RCA Dist Amp
21	1	Sony Pro MDR-7506 Large Diaphragm Foldable Headphones
22	1	LG 22LB4510 22" Class (21.5" Diagonal) 1080p LED TV

**ALISO VIEJO COUNCIL CHAMBERS
PROPOSED AUDIO/VISUAL EQUIPMENT LIST**

ITEM	QTY	DESCRIPTION
<u>CATEGORY THREE: SUPPLIES</u>		
1	1	ADOBE PHOTOSHOP CREATIVE CLOUD CURRENT VERSION 1 YR
2	1	Clear CD Jewel Case 100 Pack ST-JB/JBT-CLR MXL-CD-400
3	6 pac	Maxell CD-400 CD/DVD Sleeves (50-Pack
4	3 pac	Verbatim 16x DVD-R Media - 100pk 4.7gb BLANK DVD
5	1	TecNec 5 Target SATA SpartanPro 24x DVD/CD Tower Duplicator
6	1	PRIMERA BRAVO se DVD PRINTER
7	2	Primera --color ink Cartridge for Bravo SE
<u>CATEGORY FOUR: INSTALLATION, TESTING & TRAINING</u>		
1		LABOR - VIDEO ENGINEERING SERVICES -Tom Bystry includes all installation and integration, proof of performance testing Training up to 4 hours and attendance of first council meeting, Follow up with Cox Cable, Granicus, and AT&T Manufacturers warranty on all equipment, Installation labor warrantty 120 days Tech support phone calls unlimited for first year. Regular rate after warrantty is \$95 per hr. With 2 hr minimum Includes completed number/cable code chart with INS out OUTS list
<u>CATEGORY FIVE: INTEGRATION WITH OTHER VENDORS</u>		
1	1	Cox Communications Encoder Box
2	1	Granicus Hardware and Software