

AGENDA

ALISO VIEJO CITY COUNCIL REGULAR MEETING
WEDNESDAY, APRIL 15, 2015
6:00 P.M. STUDY SESSION
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 Study Session - 6:00 p.m.

PUBLIC COMMENTS: At this time members of the public may address the City Council regarding any items appearing on the Study Session agenda. Those persons wishing to address the City Council are requested to complete a "Request to Address City Council" form available on the table adjacent to the front door of the City Council Chambers. COMMENTS ARE LIMITED TO THREE MINUTES PER SPEAKER.

1. [ALISO VIEJO TOWN CENTER CONCEPT PLAN](#)

RECOMMENDATION: Accept the Staff presentation.

CALL TO ORDER: Reconvene Meeting to Open Session and Roll Call - 7:00 p.m.

PRESENT:

ABSENT:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS

A. [COUNCIL RECOGNITION OF ALISO VIEJO MIDDLE SCHOOL TEACHER OF THE YEAR JENNIFER JACOBSON](#)

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. 1-6

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 – APRIL 1, 2015 REGULAR MEETING](#)

RECOMMENDED ACTION: Approve the subject Minutes as submitted.

3. [ACCOUNTS PAYABLE](#)

RECOMMENDED ACTION:

1. Ratify accounts payable checks issued March 26, 2015 in the amount of \$35,093.55; and
2. Ratify accounts payable checks issued April 2, 2015 in the amount of \$185,178.69

4. [AWARD CONTRACT TO VMI, INC. FOR COUNCIL CHAMBERS AUDIO / VISUAL PROJECT](#)

RECOMMENDED ACTION:

1. Award a contract to VMI, Inc. in the amount of \$93,887.91 for the Aliso Viejo Council Chambers Audio / Visual Project;
2. Authorize the City Manager to execute a contract with VMI, Inc.
3. Authorize City Staff to make total compensation to VMI, Inc. for an amount not to exceed \$93,887.91 plus \$10,000 (approximately 10% above the contract amount) to allow for contingencies, totaling \$103,887.91; and
4. Authorize an appropriation of \$103,887.91 in FY 2014-15 to be funded by a technology grant.

5. [AMENDMENT TO THE WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE](#)

RECOMMENDED ACTION:

1. Approve an Amendment to the Agreement with the County of Orange for waste disposal at the County's landfill system that revises the allocation of Net Import Revenues and extends the term five (5) years through June 30, 2025; and
2. Authorize the City Manager to execute the Amendment to the Agreement.

6. [FIRST AMENDMENT TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY FACILITIES – NIEVES LANDSCAPE, INC.](#)

RECOMMENDED ACTION:

1. Approve a First Amendment to the Agreement with Nieves Landscape, Inc. (HCI) to perform landscape maintenance services for City facilities that extends the term one year and increases the contract amount by \$110,000 for a total authorization of \$416,000 since 2012; and
2. Authorize the City Manager to execute the First Amendment to the Agreement.

END OF CONSENT CALENDAR

DISCUSSION ITEMS NO. 7-9

7. ALISO VIEJO TOWN CENTER CONCEPT PLAN

RECOMMENDED ACTION: Staff recommends the City Council:

1. Accept the staff presentation;
2. Select one of three Aliso Viejo Town Center Concept Plan alternatives provided by staff;
3. Direct staff to return to the Council and present the work program in the Aliso Viejo Town Center Concept Plan Implementation Strategy Plan; and
4. Direct staff to proceed with composition of an Aliso Viejo Town Center Specific Plan.

8. CONFERENCE CENTER MANAGEMENT SERVICES PROPOSAL – RECOMMENDATION

RECOMMENDED ACTION: Authorize City Manager to enter into exclusive negotiations with ZGolf Food and Beverage Services for a five year contract for the management, operations and maintenance services of the Conference Center.

9. ASSEMBLY BILL 1217 (DALY) – COMPOSITION OF ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS (OCFA)

RECOMMENDED ACTION: Direct the City Manager to send a letter on behalf of the City Council to Assemblyman Tom Daly and the OCFA Board of Directors expressing opposition to Assembly Bill 1217 unless the bill is amended.

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 May 6, 2015.

CITY COUNCIL MEETING OF APRIL 15, 2015

STUDY SESSION:

1. ALISO VIEJO TOWN CENTER CONCEPT PLAN – ORAL PRESENTATION ONLY.

City of Aliso Viejo

Agenda Item



DATE: April 15, 2015
TO: Mayor and City Council
FROM: Kelly Tokarski, KT Community Relations
SUBJECT: COUNCIL RECOGNITION TO ALISO VIEJO MIDDLE SCHOOL
TEACHER OF THE YEAR JENNIFER JACOBSON

Recommended Action:

Present Jennifer with a certificate of appreciation.

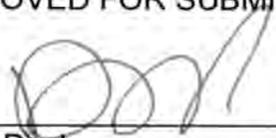
Summary:

Jennifer Jacobson was recently named Aliso Viejo Middle School's Teacher of the Year. She began her career in the Capistrano Unified School District 10 years ago, teaching for seven years at Newhart Middle School before spending the last three years at Aliso Viejo Middle School.

Jennifer teaches English language learners and theatre classes. She is also the school's English Language Development Advisor and oversees the success of 70 English language learners from various countries.

As an English language development educator, Jennifer believes a love of learning can inspire and empower students. She strives to create a diverse classroom community where struggling learners are trusted, valued and respected. She believes in a classroom where it's OK to take a risk and potentially fail, understanding that within risk-taking and failures lies an enormous potential to succeed. Jennifer hopes that students leave her class with a love of learning, which will improve the quality of their lives and give them a greater appreciation for the world around them.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
APRIL 1, 2015, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Phillips called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:00 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
CRISTINA TALLEY, 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
JENNIFER LOWE, ASSOCIATE PLANNER
LT. JOHN MACPHERSON, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Led by Sergeant Ray Ulmer.

SPECIAL PRESENTATIONS

A. **COUNCIL PROCLAMATION FOR DMV/DONATE LIFE CALIFORNIA MONTH**

Mayor Phillips presented Amy Hauptert, OneLegacy, with a Proclamation. Ms. Hauptert provided information related to organ donation.

B. **COUNCIL RECOGNITION OF ALEX TRIESTMAN FOR LAUNCHING BRICKSHARE TO BENEFIT OTHER CHILDREN**

Mayor Phillips presented Alex Triestman with a Certificate of Recognition.

C. COUNCIL RECOGNITION TO WOOD CANYON ELEMENTARY SCHOOL
TEACHER OF THE YEAR SHERI HUGHES

Mayor Phillips presented Sheri Hughes with a Certificate of Recognition.

ADDITIONS, DELETIONS, REORDERING TO THE AGENDA

None.

CONSENT CALENDAR ITEMS NOS. 1-13

Mayor Phillips asked if any member of the City Council, staff or the public wished to remove an item from the Consent Calendar. A member of the public requested to pull Item No. 3. There were no additional requests to remove items from the Consent Calendar.

**MOTION: COUNCILMEMBER TSUNODA MOVED AND MAYOR PRO TEM MUNZING
SECONDED TO APPROVE CONSENT CALENDAR ITEMS 1, 2 AND 4 – 13, 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 – MARCH 18, 2015 REGULAR MEETING

Approved the subject Minutes as submitted.

3. ADOPT ORDINANCE CONFIRMING EXISTING PROHIBITION OF SHORT-
TERM RENTALS IN RESIDENTIAL DISTRICTS

Item was removed from the Consent Calendar.

4. ACCOUNTS PAYABLE

1. Ratified accounts payable checks issued March 12, 2015 in the amount of \$302,755.12; and
2. Ratified accounts payable checks issued March 19, 2015 in the amount of \$641,772.16.

5. TREASURER'S STATEMENT – FEBRUARY 2015

Approved the February 2015 Treasurer's Statement.

6. AGREEMENT WITH GRANICUS, INC. FOR STREAMING MEDIA SOLUTIONS
 1. Approved an Agreement with Granicus, Inc. for streaming media solutions and authorized the City Manager to execute said agreement; and
 2. Authorized a 2014-15 budget adjustment in the amount of \$9,350 representing the upfront cost to implement Granicus' streaming media solutions.

7. AGREEMENT WITH WINTER VISUALS FOR VIDEO OPERATOR SERVICES
 1. Approved an Agreement with Winter Visuals for video operator services; and
 2. Authorized the City Manager to execute the Agreement with Winter Visuals.

8. FIRST AMENDMENT TO AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS FOR GRANT WRITING AND LOBBYIST SERVICES
 1. Approved the First Amendment to Agreement with Townsend Public Affairs for grant writing and lobbyist services; and
 2. Authorized the City Manager to execute the First Amendment to Agreement with Townsend Public Affairs.

9. AMENDMENT TO AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM SERVICE – DIGITAL MAP PRODUCTS
 1. Approved a Sixth Amendment to the Agreement with Digital Map Products for access to a Geographic Information System web application; and
 2. Authorized the City Manager to execute the Sixth Amendment to the Agreement in an amount not to exceed \$101,000, for a total contract amount of \$252,500, and extend the contract term by three years to June 30, 2018.

10. SECOND AMENDMENT TO AGREEMENT FOR TRAFFIC ENGINEERING SERVICES FOR TRAFFIC SIGNAL OPERATIONS – HARTZOG & CRABILL, INC.
 1. Approved a Second Amendment to the Agreement with Hartzog & Crabill, Inc. to perform traffic engineering services of traffic signal operations that extends the term one year and increases the contract amount by \$25,000; and
 2. Authorized the City Manager to execute the Second Amendment to the Agreement.

11. SECOND AMENDMENT TO AGREEMENT FOR ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES – GMU GEOTECHNICAL, INC.
 1. Approved a Second Amendment to the Agreement with GMU Geotechnical, Inc. to perform geotechnical and materials testing services that extends the term one year and increases the contract amount by \$25,000; and
 2. Authorized the City Manager to execute the Second Amendment to the Agreement.

12. 800 MHZ COUNTYWIDE COORDINATED COMMUNICATION SYSTEM (CCCS)

Approved and authorized the City Manager to execute the Amendment to the Joint Use Agreement for operation, maintenance and financial management of the Orange County 800 MHz CCCS.

13. RESOLUTION RELATED TO INCREASING ADMINISTRATIVE FINE AMOUNTS

Approved Resolution No. 2015-11 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, ADOPTING ADMINISTRATIVE FINE AMOUNTS FOR CERTAIN VIOLATIONS OF THE ALISO VIEJO MUNICIPAL CODE AND ADOPTED CODES.

MOTION CARRIED UNANIMOUSLY FOR ITEMS 1, 2 AND 4 – 12. MOTION CARRIED 4-1 WITH COUNCILMEMBER TSUNODA DISSENTING FOR ITEM 13.

END OF CONSENT CALENDAR

REMOVED FROM CONSENT CALENDAR

3. ADOPT ORDINANCE CONFIRMING EXISTING PROHIBITION OF SHORT-TERM RENTALS IN RESIDENTIAL DISTRICTS

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

1. Claire Winnegrad expressed concern with the lack of options, such as a permit system for short term rentals.

There were no other speakers. Staff clarified the prohibited types of rentals.

MOTION: COUNCILMEMBER CHUN MOVED AND COUNCILMEMBER TSUNODA SECONDED TO CONDUCT SECOND READING AND ADOPT ORDINANCE NO. 2015-166 ENTITLED:

AN ORDINANCE OF THE CITY COUNCIL OF ALISO VIEJO, CALIFORNIA AMENDING TITLE 15 OF THE ALISO VIEJO MUNICIPAL CODE BY AMENDING TABLE 15.10.020 OF SECTION 15.10.020, ADDING SECTION 15.14.165, AND AMENDING SECTION 15.94.020 TO PROHIBIT SHORT-TERM RENTALS IN RESIDENTIAL DISTRICTS – PA 15-002 (ZCA).

MOTION CARRIED UNANIMOUSLY

PUBLIC HEARING ITEM NO. 14

14. REQUEST TO APPROVE AND ADOPT AN ADDENDUM TO THE CITY OF ALISO VIEJO GENERAL PLAN ENVIRONMENTAL IMPACT REPORT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR PLANNING APPLICATION PA15-003 (SDP/AUP/CUP/EP) WHICH INCLUDES A 205,460 SQUARE FOOT BUILDING; 822 SPACE, FIVE-LEVEL PARKING STRUCTURE; ESTABLISHMENT OF A SPECIALIZED RESEARCH AND DEVELOPMENT FACILITY WITH WET LABORATORIES; AND REDUCTION IN BUILDING SETBACK; AND ISSUE A SITE DEVELOPMENT PERMIT, AN ADMINISTRATIVE USE PERMIT, A CONDITIONAL USE PERMIT AND AN EXCEPTION PERMIT RELATED TO PLANNING APPLICATION PA15-003 AT 35 AND 37 ENTERPRISE IN ALISO VIEJO

City Manager David Doyle introduced Associate Planner Jennifer Lowe who presented the staff report. Russ Parker, Parker Properties, presented additional information. Applicant responded to questions regarding the site design, potential expansion, art element and parking structure. Mayor Phillips opened the public hearing. There were no speakers. Mayor Phillips closed the public hearing.

MOTION: COUNCILMEMBER CHUN MOVED AND COUNCILMEMBER HARRINGTON SECONDED TO ADOPT RESOLUTION NO. 2015-12 TO APPROVE AND ADOPT AN ADDENDUM TO THE CITY OF ALISO VIEJO GENERAL PLAN EIR AND SUBSEQUENT ADDENDUMS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR PLANNING APPLICATION PA15-003 (SDP/AUP/CUP/EP) WHICH INCLUDES A 205,460 SQUARE FOOT BUILDING; 822 SPACE, FIVE-LEVEL PARKING STRUCTURE; ESTABLISHMENT OF A SPECIALIZED RESEARCH AND DEVELOPMENT FACILITY WITH WET LABORATORIES; AND A REDUCTION IN BUILDING SETBACK AND ISSUE A SITE DEVELOPMENT PERMIT, AN ADMINISTRATIVE USE PERMIT, A CONDITIONAL USE PERMIT AND EXCEPTION PERMIT RELATED TO PLANNING APPLICATION PA15-003 AT 35 & 37 ENTERPRISE.

MOTION CARRIED UNANIMOUSLY

DISCUSSION ITEMS NO. 15

15. COMMUNITY ASSISTANCE GRANT REQUEST – WOUNDED WARRIOR AMPUTEE SOFTBALL TEAM

City Manager David Doyle presented the staff report. Staff responded to questions regarding source of grant funds, location of tournament and future tournaments.

MOTION: COUNCILMEMBER HARRINGTON MOVED AND MAYOR PRO TEM MUNZING SECONDED TO DETERMINE COMMUNITY ASSISTANCE GRANT MONIES SHALL BE ALLOCATED TO PAY FOR THE TRANSIENT OCCUPANCY TAX RELATED TO THE WOUNDED WARRIOR AMPUTEE SOFTBALL TEAM'S STAY AT THE RENAISSANCE CLUBSPORT.

MOTION CARRIED UNANIMOUSLY

COMMUNITY INPUT

None.

CITY MANAGER'S REPORT

None.

ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES

Councilmember Chun:

- Attended TCA Joint Toll Operations Meeting
- Attended TCA Executive Committee Meeting
- Meeting with AVCA and Capistrano Unified School District
- Participated in LCC Transportation, Communication and Public Works Policy Committee conference calls
- Attended meeting at California Preparatory Academy
- Attended Relay for Life meeting

Councilmember Harrington:

- Participated in tour at the Port of Long Beach
- Attended Mothers Against Drunk Driving Annual Law Enforcement and Prosecutor Recognition Luncheon
- Attended ACC-OC Legislative Committee Meeting
- Attended Orange County Business Council Workforce Housing Report

Councilmember Tsunoda:

- Requested City Council consideration of OCFA governance bill

Mayor Pro Tem Munzing:

- Attended OCCOG Meeting
- Attended South Orange County Economic Coalition
- Attended AVCA Spring Celebration
- Attended Active Grand Opening

Mayor Phillips:

- Requested distribution of drowning prevention information
- Attended AVCA Spring Celebration
- Commented on Staff collaboration with visiting lacrosse team

ADJOURNMENT: Mayor Phillips adjourned the meeting at 8:02 p.m. to the next regularly scheduled meeting of April 15, 2015.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

WILLIAM A. PHILLIPS
MAYOR

City of Aliso Viejo

Agenda Item



DATE: April 15, 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 March 26, 2015 in the amount of \$35,093.55 and
2. Ratify accounts payable checks issued April 2, 2015 in the amount of \$185,178.69.

Fiscal Impact:

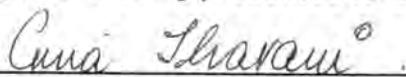
Expenditures in the amount of \$220,272.24

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.

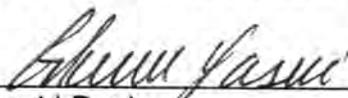
Discussion:

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

for 

David Doyle
City Manager

Attachment: Accounts Payable Reports



Accounts Payable

3/26/2015

101 - GENERAL FUND

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
DEPT OF CONSERVATION	OCT-DEC'14 SEISMIC MAPPING FEE	3,726.30
		<u>3,726.30</u>
CITY CLERK		
MITZI ORTIZ	M.O. - CCAC MEETING EXPENSE	50.70
	CITY CLERK TOTAL:	<u>50.70</u>
FINANCE		
CMTA	G.T. - 2015 CMTA ANNUAL CONF	305.00
CMTA	R.S. - 2015 CMTA ANNUAL CONF	305.00
SARAH BARKER	FIN-PRESENTATION REMOTE	44.27
	FINANCE TOTAL:	<u>654.27</u>
NON-DEPARTMENTAL		
MOULTON NIGUEL WATER DIST	1/13-3/9/15 RANCH WATER MTR#7757	155.38
SIGMANET INC.	FEB'15 IT SERVICES	4,875.00
THE GAS COMPANY	2/5-3/9/15 AV RANCH GAS MTR#9972	54.19
GLENN YASUI	G.Y. - ELECTRONIC DEVICE	779.46
STAPLES ADVANTAGE	CEN-PAPER,COFFEE,TEA,SUGAR,PAPER TOWELS, COF M	489.04
	NON-DEPARTMENTAL TOTAL:	<u>6,353.07</u>
C. S. ADMINISTRATION		
SOKA UNIVERSITY	5/2 INTL FESTIVAL 7 CANOPY RENTAL	245.00
SHAN M CRAWFORD	SPRING'15 NEWSLETTER	1,299.00
STAPLES ADVANTAGE	CS-NOTES,LABEL,BATTERY	63.02
	C. S. ADMINISTRATION TOTAL:	<u>1,607.02</u>
IGLESIA PARK		
SO CAL EDISON	2/10-3/12/15 PARK ELECTRIC	106.87
	IGLESIA PARK TOTAL:	<u>106.87</u>
IGLESIA BUILDING		
SO CAL EDISON	2/10-3/12/15 BUILDING ELECTRIC	699.09
	IGLESIA BUILDING TOTAL:	<u>699.09</u>
PLANNING		
ROSENOW SPEVACEK GROUP INC	FEB'15 LOAN PROCESSING	37.50
ROSENOW SPEVACEK GROUP INC	FEB'15 ALVARADO- ELIGIBILITY REVIEW	325.00
STAPLES ADVANTAGE	PLN-TISSUE,FOLDER,LABEL,INDEX,BINDER	248.94
FORMA DESIGN INC	2/7-2/27/15 AVTC SPECIFIC PLAN	9,787.26
	PLANNING TOTAL:	<u>10,398.70</u>
ENGINEERING (GENERAL)		
FEDEX OFFICE AND PRINT SERVICES INC	2/23/15 SAN DIEGO REGIONAL WQCB DELIVERY	20.60
STAPLES ADVANTAGE	ENG-TISSUE,NOTE,BOX	61.29
MARTIN LOCK AND SAFE CO.	5 AQUATIC CENTER MASTER KEYS	25.19
	ENGINEERING (GENERAL) TOTAL:	<u>107.08</u>
CRIME PREVENTION		
STAPLES ADVANTAGE	CP-FILE BOX,INK,BINDER	78.15
	CRIME PREVENTION TOTAL:	<u>78.15</u>
EOC		
SARAH BARKER	S.B. - EOC SUPPLIES	44.27
SARAH BARKER	S.B. - CEPA SUPPLIES	11.21
	EOC TOTAL:	<u>55.48</u>
	GENERAL FUND TOTAL:	<u>23,836.73</u>

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL

WESTCON ELEVATOR	ELEVATOR MAINTENANCE	115.00
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Agenda Item 3-3

Vendor Name	Description (Item)	Amount
ALISO VIEJO COMMUNITY ASSOCIATION	FY14-15 AVCA QTR3 DUES	1,256.98
	NON-DEPARTMENTAL TOTAL:	1,371.98
	GEN. FD-CITY HALL TOTAL:	1,371.98

203 - GAS TAX

STREET MAINTENANCE

SAN DIEGO GAS & ELECTRIC	FEB'15 STREET LIGHTS ELECTRICITY	2,413.55
EL TORO WATER DISTRICT	2/9-3/10/15 MTR #3355	55.47
R F DICKSON CO INC	MAR'15 STREET SWEEPING	6,239.46
AT&T CALIFORNIA	MAR'15 TRAFFIC SIGNAL CONTROLLER ACCT #9167	172.78
	STREET MAINTENANCE TOTAL:	8,881.26
	GAS TAX TOTAL:	8,881.26

711 - DEPOSIT ACCOUNTS FUND

FEDEX OFFICE AND PRINT SERVICES INC	3/15/15 #5027 RJM DELIVERY	29.98
SHORELINE POOL	P #72916 REFUNDABLE DEPOSIT	3,000.00
RJM DESIGN GROUP INC	#5027-VANTIS APT LANDSCAPE PLANCHECK	744.90
RJM DESIGN GROUP INC	#5027-VANTIS COMM. LANDSCAPE PLANCHECK	228.70
	DEPOSIT ACCOUNTS FUND TOTAL:	4,003.58

GRAND TOTAL: 38,093.55

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	23,836.73	23,836.73
102 - GEN. FD-CITY HALL	1,371.98	1,371.98
203 - GAS TAX	8,881.26	8,881.26
711 - DEPOSIT ACCOUNTS FUND	4,003.58	4,003.58
Grand Total:	38,093.55	38,093.55



Accounts Payable

4/2/2015

101 - GENERAL FUND

Vendor Name	Description (Item)	Amount
CALPERS HEALTH	APR'15 HEALTH PREMIUMUM	12,952.95
AFLAC	PP 5&6 ACCT #CJ261	414.26
UNITED OF OMAHA LIFE INSURANCE CO.	APR'15 LIFE INSURANCE	680.19
		14,047.40

ECONOMIC DEVELOPMENT

ALISO VIEJO CHAMBER OF COMMERCE	2014 AV SHOP & DINE	350.00
	ECONOMIC DEVELOPMENT TOTAL:	350.00

FINANCE

CALPERS HEALTH	APR'15 ADMIN CHARGES	48.57
ULTRA-RESEARCH INC	2013 SALES TAX LEAKAGE REPORT	18.50
CSMFO	G.T. - CSMFO MEETING REGISTRATION	30.00
CSMFO	R.S. - CSMFO MEETING REGISTRATION	30.00
SHEAKLEY PENSION ADMINISTRATION INC	FEB'15 ADMIN & ACH FEES	67.00
	FINANCE TOTAL:	194.07

NON-DEPARTMENTAL

ARROWHEAD	MAR'15 CITY KITCHEN SUPPLIES	138.33
TOWNSEND PUBLIC AFFAIRS INC	APR'15 CH CONSULTING SERVICES	5,000.00
N.E.A.D. INC	APR-JUN'15 APP SUPPORT FEE	840.00
INCONTACT INC	2/21-3/21/15 ACCT#43333	8.69
ALISO VIEJO SELF STORAGE	APR'15 STORAGE UNIT 535	385.00
THOMAS E BYSTRY	3/4/15 COUNCIL VIDEO SYSTEM CONSULTING	285.00
AT&T CALIFORNIA	3/22-4/21/15 CH BACKUP PHONE LINES	1,291.89
CHARLES D. MC CRORY	E.J. - FINANCIAL ANALYST BACKGROUND CHECKS	650.00
ERIC WINTER	JAN-MAR'15 AVV MONITORING & ADMIN	1,075.75
NIEVES LANDSCAPE INC	MAR'15 AV RANCH LANDSCAPING	793.82
DOCUMEDIA GROUP	R.C.- BUSINESS CARDS	39.96
DOCUMEDIA GROUP	C.T.- BUSINESS CARDS	79.93
	NON-DEPARTMENTAL TOTAL:	10,588.37

C. S. ADMINISTRATION

CALPERS HEALTH	APR'15 HEALTH RETIRED	122.00
GRACIELA DURAN	G.D. - 3/10-3/15/15 CPRS CONFERENCE	75.80
	C. S. ADMINISTRATION TOTAL:	197.80

IGLESIA PARK

EL TORO WATER DISTRICT	2/9-3/10/15 BUILDING WATER MTR#1850	185.38
NIEVES LANDSCAPE INC	MAR'15 IGLESIA PARK LANDSCAPING	3,382.24
	IGLESIA PARK TOTAL:	3,567.62

IGLESIA BUILDING

EL TORO WATER DISTRICT	2/9-3/10-15 PARK WATER MTR#3499 & 4114	585.64
	IGLESIA BUILDING TOTAL:	585.64

PLANNING

CALPERS HEALTH	APR'15 HEALTH RETIRED	122.00
JENNIFER LOWE	J.L. - JAN-MAR'15 MILEAGE REIMBURSEMENT	57.23
	PLANNING TOTAL:	179.23

LAW ENFORCEMENT-OTHER

ALL CITY MANAGEMENT SERVICES	C.S. - CROSSING GUARD	7,745.00
STEVEN LUNA	S.L. - 1/20/15 BULLETPROOF TRAINING	99.00
	LAW ENFORCEMENT-OTHER TOTAL:	7,844.00

CRIME PREVENTION

JULIA SMITH	J.S. - CRIME PREVENTION MONTHLY MEETING	29.97
	CRIME PREVENTION TOTAL:	29.97

Agenda Item 3-5

EOC	Vendor Name	Description (Item)	Amount
	SARAH BARKER	S.B. - FY14-15 EOC SUPPLIES	246.03
		EOC TOTAL:	246.03
GENERAL FUND TOTAL:			37,830.13
<hr/>			
102 - GEN. FD-CITY HALL			
NON-DEPARTMENTAL			
	MOULTON NIGUEL WATER DIST	1/9-3/16/15 ACCT#3630	195.74
	MOULTON NIGUEL WATER DIST	1/9-3/16/15 ACCT#6010	155.16
	MOULTON NIGUEL WATER DIST	1/9-3/16/15 ACCT#7051	100.48
	SONITROL GOLD COAST LP	APR'15 CITY HALL SECURITY SYS.	269.96
	PSG ENTERPRISES INC	DEC'14-MAR'15 CH MGMT FEE	5,421.91
	NIEVES LANDSCAPE INC	MAR'15 CITY HALL LANDSCAPING	427.26
	PACIFIC PARK II ASSOCIATION	APR'15 HOA ASSESSMENT	329.40
		NON-DEPARTMENTAL TOTAL:	6,899.91
GEN. FD-CITY HALL TOTAL:			6,899.91
<hr/>			
203 - GAS TAX			
TRAFFIC ENGINEERING			
	HARTZOG & CRABILL INC	FEB'15 TRAFFIC SIGNAL MONITORING	1,045.95
		TRAFFIC ENGINEERING TOTAL:	1,045.95
STREET MAINTENANCE			
	NIEVES LANDSCAPE INC	MAR'15 MEDIAN LANDSCAPING	310.49
		STREET MAINTENANCE TOTAL:	310.49
GAS TAX TOTAL:			1,356.44
<hr/>			
225 - INTEGRATED WASTE MGMT FD			
GEN-BEV CONTAINER RECYCLE			
	BELSON OUTDOORS INC	RECYCLED PLASTIC WASTE RECEPTACLE LIDS REPLACE	3,103.60
		GEN-BEV CONTAINER RECYCLE TOTAL:	3,103.60
INTEGRATED WASTE MGMT FD TOTAL:			3,103.60
<hr/>			
241 - TECHNOLOGY FUND			
GEN-TECHNOLOGY GRANTS			
	SIGMANET INC.	VMWARE SERVER CLIENT	7,367.56
	SIGMANET INC.	CISCO SYSTEMS SERVER PARTS 1	17,141.36
	SIGMANET INC.	CISCO SYSTEMS SERVER PARTS 2	29,233.84
	SIGMANET INC.	EMC SERVER PARTS	57,248.55
	SIGMANET INC.	AMERICAN POWER CONVENSON SERVER TOWERS	4,542.48
	SIGMANET INC.	BELKIN CABLES	38.12
		GEN-TECHNOLOGY GRANTS TOTAL:	115,571.91
TECHNOLOGY FUND TOTAL:			115,571.91
<hr/>			
261 - CITY FAC.-AQUATIC CENTER			
	PREMIER AQUATIC SERVICES	MAR'15 RETENTION FEE	(564.52)
	PREMIER AQUATIC SERVICES	APR'15 RETENTION FEE	(1,249.99)
			-1,814.51
GEN-AQUATIC CENTER			
	PREMIER AQUATIC SERVICES	MAR'15 AQUATIC MGMT FEE	3,763.44
	PREMIER AQUATIC SERVICES	APR'15 AQUATIC MGMT FEE	8,333.33
	PREMIER AQUATIC SERVICES	R.L. - 2/14-2/17/15 PAYROLL REIMBURSEMENT	4,221.71
	PREMIER AQUATIC SERVICES	4/2/15 AQUATIC SERVICES-SUPPLIES	1,288.77
	PREMIER AQUATIC SERVICES	4/2/15 AQUATIC SERVICES-MARKETING	940.00
		GEN-AQUATIC CENTER TOTAL:	18,547.25
CITY FAC.-AQUATIC CENTER TOTAL:			16,732.74
<hr/>			
711 - DEPOSIT ACCOUNTS FUND			
	JOHN H. DOUGLAS	1/23/15 HOUSING ELEMENT UPDATE	500.00
	STREAMLINE VALET	PA13-033 PLN REFUNDABLE DEPOSIT	170.15
	CORE DEVELOPMENT SERVICES	PA13-016 PLN REFUNDABLE DEPOSIT	298.00
	CORE DEVELOPMENT SERVICES	PA13-018 PLN REFUNDABLE DEPOSIT	1,984.82

Agenda Item 3-6

Vendor Name	Description (Item)	Amount
ALDERSON FAMILY TRUST	PA14-031 PLN REFUNDABLE DEPOSIT	190.75
NATIONAL VISUAL SYSTEMS	PA14-034 PLN REFUNDABLE DEPOSIT	531.25
		3,674.97

DEPOSIT ACCOUNTS FUND TOTAL: 3,674.97

721 - COMMUNITY TRUST TRUST FUND

GRACIELA DURAN	G.D. - 2/19 FAMILY PICNIC SUPPLIES	8.99
	TRUST FUND TOTAL:	8.99

COMMUNITY TRUST TOTAL: 8.99

GRAND TOTAL: 185,178.69

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	37,830.13	37,830.13
102 - GEN. FD-CITY HALL	6,899.91	6,899.91
203 - GAS TAX	1,356.44	1,356.44
225 - INTEGRATED WASTE MGMT FD	3,103.60	3,103.60
241 - TECHNOLOGY FUND	115,571.91	115,571.91
261 - CITY FAC.-AQUATIC CENTER	16,732.74	16,732.74
711 - DEPOSIT ACCOUNTS FUND	3,674.97	3,674.97
721 - COMMUNITY TRUST	8.99	8.99
Grand Total:	185,178.69	185,178.69

City of Aliso Viejo

Agenda Item



DATE: April 15, 2015
TO: Mayor and City Council
FROM: Glenn Yasui, Director of Administrative Services
SUBJECT: AWARD CONTRACT TO VMI, INC. FOR COUNCIL CHAMBERS AUDIO/VISUAL PROJECT

Recommendation:

1. Award a contract to VMI, Inc. in the amount of \$93,887.91 for the Aliso Viejo Council Chambers Audio/Visual Project.
2. Authorize the City Manager to execute a contract with VMI, Inc.
3. Authorize City Staff to make total compensation to VMI, Inc. for an amount not to exceed \$93,887.91 plus \$10,000 (approximately 10% above the contract amount) to allow for contingencies, totaling \$103,887.91.
4. Authorize an appropriation of \$103,887.91 in FY 2014-15 to be funded by a technology grant.

Fiscal Impact:

The proposed purchase is in the amount of \$93,887.91 plus an approximately 10% contingency for a total estimated cost of \$103,887.91. Technology grant funding in the amount of \$329,000 is available to pay for the audio/visual equipment in FY 2014-15.

Background:

Televising Council Meetings facilitates open government and transparency in conducting City business. At the March 4, 2015 Council Meeting, the Council approved broadcasting future Council Meetings on cable television and web streaming on the internet. The Council directed staff to solicit bids relating to the acquisition of audio/visual equipment.

Discussion:

The City advertised for bids from March 9 – 30, 2015. The City received and opened six bids on March 30, 2015. The total amounts for each of the bids received are as follows:

<u>Bidder</u>	<u>Bid Amount</u>
VMI, Inc.	\$93,887.91
Triton Technology	\$102,729.96
Southern California Sound Image	\$109,613.17
Key Code Media	\$110,184.85
Studio Spectrum	Incomplete Bid
B & H Photo – Video Corp.	Incomplete Bid

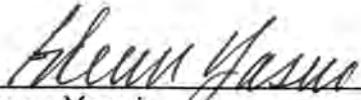
The bids were evaluated based on the following criteria: (1) completeness of the bid; (2) bid amount; and (3) quality of references.

Upon reviewing the bids, Staff has identified VMI, Inc. as the recommended vendor. The attached bid submitted by VMI, Inc. is responsive and complete. The bid amount of \$93,887.91 is right in line with the engineer’s estimate of \$94,500. VMI, Inc. has experience with similar audio/visual equipment projects in the cities of Villa Park and West Hollywood with favorable references.

Staff requests authorization for payments to VMI, Inc. for an amount not to exceed \$103,887.91 (approximately 10% above the contract amount) to cover contingencies related to the need for unanticipated equipment and additional work requested by the City.

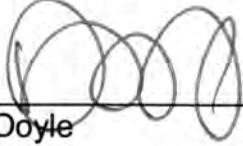
The proposed project schedule is outlined below:

Date	Description
March 4, 2015	Council approves soliciting bids
March 9 - 30, 2015	Advertise for bids
March 30, 2015	Bids received and opened
April 15, 2015	Council approves award of contract
April 16, 2015	Place order for audio/visual equipment
May 2015	Delivery of audio/visual equipment
June 2015	Installation of audio/visual equipment
June 2015	“Off-air” rehearsal of televised Council Meeting
July 1, 2015	Live broadcast of Council Meeting



 Glenn Yasui
 Director of Administrative Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

David A. Doyle
City Manager

Attachments: VMI, Inc. Proposal

ALISO VIEJO COUNCIL CHAMBERS AUDIO/VISUAL PROJECT
VMI, INC. BID

Item	Qty.	Description	Unit Cost	Total Cost
		<u>CATEGORY ONE: COUNCIL CHAMBERS</u>		
1	6	PANASONIC AW-HE130W HD PZT VIDEO CAMERA WHITE	\$7,933.00	\$47,598.00
2	1	PANASONIC AW- RP50NS REMOTE CONTROLER	\$1,917.00	\$1,917.00
3	6	PANASONIC AW-HE100K WALL MOUNTS FOR CAMERAS -WHITE	\$215.00	\$1,290.00
4	6	COMPREHENSIVE CAT 5e 350 MHZ CROSSOVER CABLE GREY 75 FT	\$14.75	\$88.50
5	1	BELDEN 1505A PURPLE COAX 1000' ROLL	\$398.00	\$398.00
6	1	HP Envy 17T 1080 Windows 7 Profess laptop 17 inch with Back lit Kybd option	\$895.00	\$895.00
7	100	KINGS BNC CONNECTORS 2065-2-9	\$2.00	\$200.00
8	1	Henry Engineering Matchbox HD Bi-Directional Stereo Level	\$190.00	\$190.00
9	7	SAMSUNG LS20C300BL/ZA LED COMPUTER MON TILT	\$167.00	\$1,169.00
10	2	Intelix DL-DA12 HDMI Distribution Amp with 4k Support - 1 In 2 out	\$120.00	\$240.00
11	1	Audio Technica #: AT8646QM XLR mount plate	\$41.00	\$41.00
12	1	CRESTRON Touchscreen Controller (previous model TPS-12G-QM)	\$1,276.00	\$1,276.00
		<u>CATEGORY ONE SUBTOTAL</u>		\$55,302.50

ALISO VIEJO COUNCIL CHAMBERS AUDIO/VISUAL PROJECT
VMI, INC. BID

Item	Qty.	Description	Unit Cost	Total Cost
		CATEGORY TWO: CONTROL ROOM		
1	1	BLACKMAGIC ATEM 1 ME STUDIO 4K SWITCHER I/O	\$2,123.00	\$2,123.00
2	1	BLACKMAGIC DESIGN ATEM 1 M/E Production Studio 4K Control Panel	\$4,251.00	\$4,251.00
3	1	Wohler RM-4290W-HD Dual 9-inch 4U HD/SD-SDI Color	\$2,389.00	\$2,389.00
4	1	BLACKMAGIC DESIGN TERANEX EXPRESS CONVERTER	\$1,187.00	\$1,187.00
5	1	LEIGHTRONIX ULTRA NEXUS-HD PLAYBACK CNTRL / BULLETIN BOARD	\$10,420.00	\$10,420.00
6	1	LEIGHTRONIX LGX-2TBR-L* 2 TERABYTE STORAGE UNIT	\$1,339.00	\$1,339.00
7	1	Gefen EXT-HDVGA-3G-SC HDMI & VGA to 3GSDI Scaler / Converter	\$295.00	\$295.00
8	1	BLONDER TONGUE HDE-CSV-QUAM HD/SD ENDODER- QUAM MODULATOR	\$2,207.00	\$2,207.00
9	3	MAGNAVOX MDR 533H/F7 DVD RECORDERS	\$300.00	\$900.00
10	1	IOGEAR 4-Port HDMI KVM Switch with Audio, USB 2.0 Hub Cables GCS1794	\$240.00	\$240.00
11	1	AJA HD10AMA HD/SD 4-Channel Analog Embedder Disembedder	\$634.00	\$634.00
12	1	AJA Hi5 HD-SDI/SDI to HDMI Video and Audio Converter	\$276.00	\$276.00
13	1	Furman F1000-UPS Uninterruptible Power Supply Battery Back UP	\$465.00	\$465.00
14	1	AJA HD5DA 1x4 High Definition Video Distribution Amplifier	\$156.00	\$156.00
15	1	TrippLite RS1215-20 12 Outlet Rackmount Power Strip Front/back	\$75.00	\$75.00
16	1	Rolls HR155 5 Watt Rackmount Stereo Audio Monitor / Speaker	\$95.00	\$95.00
17	1	ART MX225 Stereo Dual Source Five Zone Distribution Mixer	\$130.00	\$130.00
18	1	Datavideo TC-200 HD/SD Character Generator Kit	\$625.00	\$625.00
19	1	Delvcam DELV-MLCD35RM Quad Rackmount Monitor B-Stock	\$447.00	\$447.00
20	1	CE Labs AV700 1x7 Composite Video & Stereo Audio RCA Dist Amp	\$52.75	\$52.75
21	1	Sony Pro MDR-7506 Large Diaphragm Foldable Headphones	\$90.00	\$90.00
22	1	LG 22LB4510 22" Class (21.5" Diagonal) 1080p LED TV	\$170.00	\$170.00
23	1	LG LED VIDEO MONITOR /TV 39LN5300 (Control Room)	\$525.00	\$525.00
		CATEGORY TWO SUBTOTAL		\$29,091.75

ALISO VIEJO COUNCIL CHAMBERS AUDIO/VISUAL PROJECT
VMI, INC. BID

Item	Qty.	Description	Unit Cost	Total Cost
		CATEGORY THREE: SUPPLIES		
1	1	ADOBE PHOTOSHOP CREATIVE CLOUD CURRENT VERSION 1 YR	\$839.00	\$839.00
2	1	Clear CD Jewel Case 100 Pack ST-JB/JBT-CLR MXL-CD-400	\$39.00	\$39.00
3	6	Maxell CD-400 CD/DVD Sleeves (50-Pack)	\$3.00	\$18.00
4	3	Verbatim 16x DVD-R Media - 100pk 4.7gb BLANK DVD	\$35.00	\$105.00
5	1	TecNec 5 Target SATA SpartanPro 24x DVD/CD Tower Duplicator	\$445.00	\$445.00
6	1	PRIMERA BRAVO se DVD PRINTER	\$995.00	\$995.00
7	2	Primera --color ink Cartridge for Bravo SE	\$49.00	\$98.00
		CATEGORY THREE SUBTOTAL		\$2,539.00
		SUBTOTAL OF ALL CATEGORIES		\$86,933.25
		TAX		\$6,954.66
		SHIPPING (IF APPLICABLE)		N/A
		TOTAL BID		\$93,887.91

City of Aliso Viejo

Agenda Item



DATE: April 15, 2015

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer
Moy Yahya, Program Manager

SUBJECT: AMENDMENT TO THE WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE

Recommended Action:

1. Approve an Amendment to the Agreement with the County of Orange for waste disposal at the County's landfill system that revises the allocation of Net Import Revenues and extends the term five (5) years through June 30, 2025; and
2. Authorize the City Manager to execute the Amendment to the Agreement.

Fiscal Impact:

There is no negative fiscal impact to the City. The County of Orange has been utilizing Net Import Revenues to fulfil its bankruptcy related obligations which are estimated to be paid in full by the end of Fiscal Year 2017-18. Once the debt is fully satisfied the allocation of Net Import Revenues will be revised to be split 50/50 with the County and participating Cities based upon percentage of actual waste deliveries received from the City. The current rate for Aliso Viejo is 0.67%.

An initial allocation of \$5,400,000 (\$36,416 for Aliso Viejo) is anticipated to be made to the Cities by September 30, 2016. Subsequent allocations are estimated to increase to about \$9,000,000 (\$60,000 for Aliso Viejo) by FY 2018-19.

Background:

In 1997, the County and existing Cities of Orange County entered into a waste disposal agreement for a fixed rate per-ton for the disposal of solid waste in the County disposal system. This agreement was passed to our City upon its incorporation in 2001.

In 2009 the Orange County City Manager's Association worked to negotiate another multi-year agreement to fulfill city waste disposal needs. This agreement was approved by Council on May 20, 2009. The term of the current agreement runs through June 30,

2020 with importation of waste from outside the County at County landfills set to expire on June 30, 2016.

As a result of the County's bankruptcy in 1994, the system has been accepting "imported" solid waste as a means to payoff bankruptcy debt. The landfill system has a projected capacity of over 80 years. The City primarily uses the Prima Deschecha Landfill and will likely continue to do so, until that landfill is closed.

Discussion:

The solid waste revenues are utilized by the County: to maintain the landfill system; to preserve funds for landfill closure costs; to address post-closure maintenance; and, to mitigate long-term risk and environmental liabilities. The cities in the County benefit from additional services provided by the County include: permanent household hazardous waste collection facilities; green waste acceptance at no charge to cities to assist with compliance with state recycling mandates; and support of city programs to meet state diversion requirements.

With the success of waste diversion and recycling in recent years combined with slow recovery from the Great Recession, the resulting effect has caused in-County waste generation to dramatically decrease which in turn have created reduction in revenues. A committee of City Managers representing Orange County cities participated with the County in preparing a framework to address the reduction in revenues and to ensure rate stabilization for local residents and businesses. The proposed amendment to the agreement sets forth the continuation of future importation to offset the revenue reduction and establishes a fair-share allocation of net importation revenues to cities. An in-depth review of County resources concluded the amount of imported waste combined with in-County waste will remain below total disposal tonnage projections contemplated in the current agreement. The proposed 5-year extension of the agreement to 2025 will provide additional stability to the system in light of more stringent legislative and regulatory requirements such as AB 1826, AB 1594 and the 75% recycling target of AB 341.

It is recommended that the City Council approve the amendment to provide stable rates for residents and businesses, continued service levels, ensure long term capacity, maintain long-term partnerships between the City and County and share net importation revenues with cities. Upon approvals by the Orange County cities, the proposed Amendment will be considered by the Board of Supervisors at their earliest available meeting.



Shaun S. Pelletier
City Engineer

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachment: Amendment to Waste Disposal Agreement between the County of Orange and the City of Aliso Viejo

AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF ALISO VIEJO

April 15, 2015

County Amendment Authorization Date:

_____, 2015

County Notice Address:

Director
OC Waste and Recycling
300 N. Flower, Suite 400
Santa Ana, CA 92703

City Amendment Authorization Date:

April 15, 2015

City Notice Address

David Doyle, City Manager
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656

AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS AMENDMENT TO WASTE DISPOSAL AGREEMENT (the “Amendment”) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the “County”), and the City designated on the cover page of this Amendment, a general law or charter city and political subdivision of the State of California (the “City”).

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the “Disposal System”). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the “Act”).

The County has entered into waste disposal agreements in 2009 (the “Original Waste Disposal Agreements”) with all of the cities in the County, including the City, as well as certain sanitary districts located in the County (the “Participating Cities”), pursuant to which the County agreed to provide disposal capacity for waste generated in or under the control of the Participating Cities, and the Participating Cities agreed to deliver or cause the delivery of waste generated in or under the control of the Participating Cities to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original Waste Disposal Agreements.

The City has determined that the execution of this Amendment by the City is in the best interest of the City and will serve the public health, safety and welfare by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and sound environmental management.

The County has determined that the execution by the County of this Amendment will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

Section 1. Amendment to Original Waste Disposal Agreement.

(a) Sections 3.6(C) and 3.6(E) of the Original Waste Disposal Agreement are deleted and replaced in their entirety, as set forth below:

“(C) Receipt of Imported Acceptable Waste on a Contract Basis. Throughout the Term hereof, the County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. “

“(E) Application and Use of Revenues From Other Users. (1) Throughout the term hereof, all revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System (including amounts received by the County as a result of the failure of contract counterparties to deliver minimum required amounts of Imported Acceptable Waste) , shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County’s Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) (“Net Import Revenues”) from the disposal of Imported Acceptable Waste by the Disposal System. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. Net Import Revenues shall be used for the payment of bankruptcy related obligations until payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment. It is estimated that payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment will occur by the end of Fiscal Year 2017-18.

(2) Until the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as provided in Section (3.6)(E)(1). For any period after the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as follows:

(i) in Fiscal Year 2017-18, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$17.57 per ton;

(ii) in Fiscal Year 2018-19, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported

Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$18.01 per ton;

(iii) in Fiscal Year 2019-20, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$18.46 per ton; and

(iv) thereafter, Net Import Revenues shall be equal to 30% of the revenues received by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located).

(3) After the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full (i) 50% of any Net Import Revenues (as calculated pursuant to Section 3.6(E)(2)) shall be paid to the County General Fund; and (ii) 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 5 for use for any purpose by the Participating City, including but not limited to state mandated solid waste programs. Payments of such amounts to the County General Fund and the Participating Cities shall be made by the County within 90 days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 5.

(4) The percentages set forth in Appendix 5 with respect to each Participating City will be adjusted at the end of Fiscal Year 2019-20 to reflect the percentage of actual deliveries of Acceptable Waste from each Participating City as compared to the total amount of actual deliveries from all of the Participating Cities during Fiscal Years 2017-18, 2018-19, and 2019-20. The County shall notify each Participating City of the revised percentages in Appendix 5 within 120 days after the end of Fiscal Year 2019-20. The revised percentages will be used for the allocation of Net Import Revenues generated during Fiscal Year 2020-21 and thereafter.

(b) Section 4.2(A)(z) is added to the Original Waste Disposal Agreement (immediately following Section 4.2(A)(y)) as follows:

“(z) decrease the amount of Net Import Revenues otherwise payable to the County General Fund and the Participating Cities pursuant to Section 3.6(E)(2) and Section 3.6(E)(3) and use the amount of such decrease to pay costs of the Disposal System.”

(c) Section 6.1(A) and Section 6.1(B) of the Original Waste Disposal Agreement are deleted and replaced in their entirety with the following:

“SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall continue in full force and effect until June 30, 2025, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2023, for an additional term of ten years (the “Renewal Term”) on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2022. If the parties do not renew this Agreement by June 30, 2023, the Agreement shall expire on June 30, 2025.”

(c) The first sentence of Section 6.1(C) of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the following:

“In connection with the parties’ right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2023, negotiate an applicable change in the Contract Rate for such renewal term.”

(d) Appendix 2 of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the form attached hereto.

(e) Appendix 5 shall be added to the Original Waste Disposal Agreement as a new appendix, in the form attached hereto.

(f) All other terms and conditions of the Original Waste Disposal Agreement shall remain in full force and effect.

Section 2. Initial Payment. As consideration for the execution of this Amendment by all of the Participating Cities, and subject to the occurrence of the Amendment Effective Date pursuant to Section 3, the County agrees to pay, from the County OC Waste & Recycling Enterprise Fund, the Amendment Payment to the Participating Cities listed in Appendix 5. The aggregate Amendment Payment shall be \$5,400,000, and shall be distributed to the individual Participating Cities (including the City) in the percentages set forth in Appendix 5 by September 30, 2016.

Section 3. Effectiveness of Amendment. The provisions of this Amendment shall not become effective unless and until the Amendment has been executed by the County and all of the Participating Cities. The date on which all of the Participating Cities have executed the Amendment shall be the “Amendment Effective Date.” The County shall give written notice of the Amendment Effective Date to the City. In the event that the Amendment Effective Date does not occur by June 30, 2015, this Amendment shall be automatically terminated and the County shall have no obligation to make the Amendment Payment; provided, however that the County Board of Supervisors may extend such automatic termination date to a date no later than September 30, 2015.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES. Each of the parties to this Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and (ii) it has duly authorized the execution and delivery of this Amendment, and has duly executed and delivered the Amendment.

All other terms and conditions of the 2009 Original Waste Disposal Agreement not specifically changed by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date _____

By _____
Director, OC Waste & Recycling

Date _____

By _____
DAVID DOYLE
City Manager
City of Aliso Viejo

Date _____

By _____
MITZI ORTIZ
City Clerk
City of Aliso Viejo

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

APPROVED AS TO FORM:
CITY ATTORNEY
ALISO VIEJO, CALIFORNIA

By _____

By _____

Date _____

Date _____

APPENDIX 2

**County Acceptable Waste Tonnage Target to be Used
for Purposes of Section 4.2(b)**

<u>Fiscal Year</u>	<u>Tonnage</u>	<u>Cumulative</u>
FY 2015-16	2,724,250	2,724,250
FY 2016-17	2,681,153	5,405,403
FY 2017-18	2,638,746	8,044,149
FY 2018-19	2,597,017	10,641,166
FY 2019-20	2,558,522	13,199,688
FY 2020-21	2,520,605	15,720,293
FY 2021-22	2,483,256	18,203,549
FY 2022-23	2,483,256	20,686,805
FY 2023-24	2,483,256	23,170,061
FY 2024-25	2,483,256	25,653,317

APPENDIX 5PARTICIPATING CITY ALLOCATION PURSUANT TO SECTION 3.6

<u>City</u>	<u>Allocation Percentage for Purposes of Section 3.6</u>	<u>Allocation of Initial Payment</u>
Anaheim	13.18%	\$711,509
Aliso Viejo	0.67	36,416
Buena Park	2.34	126,275
Brea	2.28	123,085
Costa Mesa	2.18	117,936
Costa Mesa Sanitary District	1.48	79,976
Cypress	2.56	138,115
Dana Point	0.99	53,278
Fullerton	4.10	221,271
Fountain Valley	1.76	95,217
Garden Grove/ GG Sanitary District	7.17	387,197
Huntington Beach	6.13	330,807
Irvine	8.22	444,036
Laguna Beach	1.14	61,796
Laguna Hills	0.74	40,098
Laguna Niguel	1.36	73,341
Laguna Woods	0.41	22,274
La Habra	1.69	91,431
Lake Forest	2.45	132,214
La Palma	0.32	17,325
Los Alamitos	0.58	31,362
Mission Viejo	2.42	130,902
Newport Beach	3.68	198,946
Orange	4.90	264,468
Placentia	1.58	85,116
Rancho Santa Margarita	1.11	60,009
Santa Ana	10.60	572,184
San Clemente	1.40	75,728
San Juan Capistrano	1.23	66,420
Seal Beach	0.82	44,292
Stanton	1.62	87,287
Tustin	1.42	76,648
Villa Park	0.21	11,081
Westminster/Midway Sanitation District	2.13	114,893
Yorba Linda	1.78	96,344
County Unincorporated	3.35	180,723
Totals	100%	\$5,400,000

City of Aliso Viejo

Agenda Item



DATE: April 15, 2015

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: FIRST AMENDMENT TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY FACILITIES – NIEVES LANDSCAPE, INC.

Recommended Action:

1. Approve a First Amendment to the Agreement with Nieves Landscape, Inc. (HCI) to perform landscape maintenance services for City facilities that extends the term one year and increases the contract amount by \$110,000 for a total authorization of \$416,000 since 2012; and
2. Authorize the City Manager to execute the First Amendment to the Agreement.

Fiscal Impact:

Funds for landscape maintenance have been appropriated in the draft FY 2015-16 budget. Maintenance services for Iglesia Park, City Hall and Aliso Viejo Ranch are funded by General Fund and medians are funded by Gas Tax funds. Maintenance services for the Conference Center, Aquatic Center and Vista Park will be included in the budget for the facilities.

Background:

Amenities at the various facilities to be maintained include tot lots and play equipment, sport courts and ball fields, parking lots, walkways and passive park areas, and picnic areas. Landscape features to be maintained include turf areas, shrubs and planters, and a variety of trees. The maintenance of the irrigation systems, rodent control, and pest control is also necessary. The general performance criteria are as follows:

- Turf areas shall be mowed, edged, watered, weeded, fertilized, with rodents and pests controlled to provide a healthy appearance.
- Groundcover areas shall be watered, weeded, fertilized, with rodents and pests controlled to provide a healthy appearance.

- Shrubs and trees within the City Facilities shall be maintained to promote healthy growth to include but not limited to fertilization, trimming, and thinning.
- The tot lots (including play equipment) and sports areas within the City Facilities shall be maintained in a clean and safe manner.
- Walkways and parking lots shall be kept free of trash, landscape debris and leaves.

The following are the annual costs for providing landscape maintenance services at each facility. These costs do not include extra work such as irrigation repairs, pest control, mulch replacement and tree removal/replacement.

- Iglesia Park (\$49,500)
- City Hall (\$5,200)
- Conference Center, Aquatic Center, Vista Park (\$12,755)
- AV Ranch (\$9,600)
- Landscaped Medians (\$3,800)

The City Council first approved an RFP for landscape maintenance services of all City facilities in 2010. The contract was awarded to Merchants Landscape Services, Inc. and the term of the contract was from July 1, 2010 through June 30, 2012. In previous years, City facilities were maintained by separate contractors.

On March 7, 2012, the City Council approved the request for proposal (RFP) and directed staff to solicit proposals for landscape maintenance services at all City facilities.

On April 17, 2012, staff received twelve proposals for providing the requested landscape maintenance services. Staff reviewed the proposal for completeness, understanding of the work, work plan, references, and capabilities of the company and proposed staff.

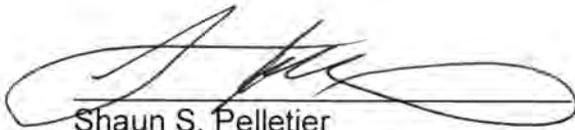
On May 16, 2012, the City Council awarded a contract to Nieves to perform landscape maintenance services of City facilities. The initial term of the contract was from July 1, 2012 through June 30, 2015. The City has the option to renew the agreement for two additional one-year terms. The initial contract amount was \$306,000.

Discussion:

The current agreement expires June 30, 2015. Staff is recommending that the contract be amended a first time to extend the term one year and increase the contract amount by \$110,000 (\$416,000 total).

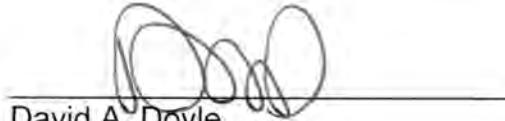
Nieves has performed well in maintaining the landscape of City facilities. The scope of work has been revised at Iglesia Park to include higher level of maintenance for the newly upgraded ball field. This revised scope increased the cost of the regular maintenance by \$8,840 per year. Additional funds are included in the budget and contract to cover miscellaneous extra work at all facilities.

This first amendment increases the total compensation to Nieves in an amount not to exceed \$110,000 and extends the term of the original agreement to June 30, 2016. Per the original agreement rates may be adjusted based on the Consumer Price Index to be issued for March.



Shaun S. Pelletier
City Engineer

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attached: Nieves 1st Amendment for Landscape Maintenance for City Facilities

CITY OF ALISO VIEJO

FIRST AMENDMENT TO
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES AT CITY FACILITIES

1. PARTIES AND DATE.

This First Amendment to the Agreement for Landscape Maintenance Services at City Facilities ("First Amendment") is entered into on the ____ day of _____, 20____, by and between the City of Aliso Viejo (hereinafter referred to as the "City") and Nieves Landscape, Inc. (hereinafter referred to as the "CONTRACTOR". City and Contractor are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Landscape Maintenance Services at City Facilities dated May 17, 2012 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to renew the Agreement for an additional one-year term and to increase the total compensation under the Agreement.

3. TERMS.

3.1 Term. Pursuant to Section 3.1.2 of the Agreement, the City hereby exercises the option to renew the Agreement and extend the term of the Agreement for one year from **July 1, 2015 to June 30, 2016**, unless earlier terminated as provided in the Agreement.

3.2 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.

3.3 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation for the Services provided pursuant to this First Amendment shall not exceed **One Hundred Ten Thousand Dollars (\$110,000)** without written approval of the City Manager. The total compensation for the Services provided pursuant to the Original Agreement and this First Amendment shall not exceed **Four Hundred Sixteen Thousand Dollars (\$416,000)**.

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

3.5 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Third 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 Landscape Maintenance Services at City Facilities on this ____ day of _____, 201__.

CITY OF ALISO VIEJO

NIEVES LANDSCAPE, INC.

By: _____
David A. Doyle
City Manager

By: _____
Greg Nieves, President

Attest:

By: _____
Mitzi Ortiz, MMC
City Clerk

Approved as to Form:

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"
TO FIRST AMENDMENT TO
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY
FACILITIES**

SCOPE OF SERVICES

The scope of services from the Agreement dated May 17, 2012 has been revised to include Ball Field Maintenance at Iglesia Park and is attached.

EXHIBIT "B"
TO FIRST AMENDMENT TO
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES AT CITY FACILITIES

COMPENSATION

1. RATE.

See attached rate sheet.

City of Aliso Viejo

Agenda Item



DATE: April 15, 2015
TO: Mayor and City Council
FROM: Albert Armijo, Director of Planning Services
SUBJECT: ALISO VIEJO TOWN CENTER CONCEPT PLAN

Recommended Action

Staff recommends the City Council:

- 1) Accept the staff presentation
- 2) Select one of three Aliso Viejo Town Center Concept Plan alternatives provided by staff
- 3) Direct staff to return to the Council and present the work program in the Aliso Viejo Town Center Concept Plan Implementation Strategy Plan
- 4) Direct staff to proceed with composition of an Aliso Viejo Town Center Specific Plan

Background

The City Council approved the "Town Center Vision and Opportunities Plan" (Vision Plan) in 2013 for the 85 acres that currently contain Aliso Viejo Town Center and The Commons. The Vision Plan was the product of City officials and staff, City consultants, property owners, developers, tenants, and residents working to establish a unified vision for revitalization of Town Center. The Vision Plan provided for an enhanced pedestrian experience defined linkages to areas bordering Town Center, contemplated and located approximately 140,000 square feet of added commercial/dining/entertainment/office uses, and depicted potential locations for aesthetic enhancements, pedestrian-friendly improvements and important signage locations.

In July, 2014, October, 2014, and February, 2015, Planning Department staff conducted Study Sessions or regular Agenda presentations for the City Council and public to discuss various alternatives for the next stage of planning for Town Center – a Town Center Concept Plan – , which evolved according to Council comments, extensive meetings between staff and property owners/tenants/property management companies, and traffic impact and parking analyses.

Most recently, on February 4, 2015, staff presented a Concept Plan draft designed according to Council comments, property owner comments, public comments and additional staff research at a Study Session that included developer-driven plans for added development in what was previously referred to as the "Mixed Use" District. One of the developers – ValueRock Realty Partners, Inc. (which earlier had submitted its development request/plans to staff for inclusion in the Concept Plan) – indicated to staff that although it recognized the need and advisability of proceeding with improvements to Town Center it could not proceed at this time with any plans for development on its property because of a long-term tenant (Lowe's) lease that was difficult

to adjust. The Council Members at the Study Session directed staff to prepare two final alternative Concept Plans; one including development allowances originally requested by ValueRock and one eliminating those development allowances and including additional development in what at that time was identified as the "Entertainment District." Those alternatives comprise Attachments 1 and 2, respectively, to this staff report. Concept Plan Alternative 3 presented tonight includes elements of Alternatives 1 and 2, provides the greatest opportunity for property owners to maximize land values while providing the services, entertainment and retail options residents desire, and will prove the greatest catalyst for Aliso Viejo Town Center revitalization.

Although property owners such as Value Rock Realty Partners have expressed limitations that would delay their ability to move forward at this time, they are very supportive of the project. The inclusion of their proposed land uses in the Town Center Specific Plan will facilitate the desired redevelopment of the property in the future dependent on owner/tenant interest. Since City Council approval of the Town Center Specific Plan merely provides legislative authority and land use approval, individual property owners retain the authority to decide if their property will redevelopment.

Discussion – Concept Plan Land Uses

The following Tables present comparisons of development intensity proposed for three Concept Plan Alternatives, by District. A brief narrative about each Alternative follows the Tables.

Table 1: THE COMMONS DISTRICT – EXISTING/BUILD-OUT			
LAND USE	ALTERNATIVE 1	ALTERNATIVE 2	ALTERNATIVE 3
Retail	252,819/135,429 s.f.	252,819/252,819 s.f.	252,819/135,429 s.f.
Dining	13,611/71,111 s.f.	13,611/31,111 s.f.	13,611/71,111 s.f.
Health Club	NA/40,000 s.f.	NA/NA	NA/40,000 s.f.
Hotel	NA/152 rooms; 12,000 s.f. auxiliary	NA/NA	NA/152 rooms, 80,000 s.f.; 12,000 s.f. auxiliary
Office	NA/20,000 s.f.	NA/NA	NA/20,000 s.f.
Residential	NA/613 units	NA/300 units	NA/613 units

Table 2: THE GATEWAY DISTRICT – EXISTING/BUILD-OUT			
LAND USE	ALTERNATIVE 1	ALTERNATIVE 2	ALTERNATIVE 3
Retail	114,350/163,103 s.f.	114,350/179,350 s.f.	114,350/179,410 s.f.
Dining/Entertainment	64,562/108,528 s.f.	64,562/129,562 s.f.	64,562/129,929 s.f.
Office	57,865/106,500 s.f.	57,865/112,865 s.f.	57,865/112,865 s.f.
Residential	NA/265 units	NA/265 units	NA/265 units
Hotel	NA	NA	NA/120 rooms (80,000 s.f.); 7,500 s.f. auxiliary

Table 3: THE RETAIL DISTRICT – EXISTING/BUILD-OUT			
LAND USE	ALTERNATIVE 1	ALTERNATIVE 2	ALTERNATIVE 3
Retail	145,320/145,320 s.f.	145,320/145,320 s.f.	145,320/173,083 s.f.
Dining/Entertainment	6,600/6,600 s.f.	6,600/6,600 s.f.	6,600/35,363
Office	5,003/5,003 s.f.	5,003/5,003 s.f.	5,003/14,381

Residential	NA/NA	NA/NA	NA/246 units
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Table 4: THE NEIGHBORHOOD DISTRICT – EXISTING/BUILD-OUT			
LAND USE	ALTERNATIVE 1	ALTERNATIVE 2	ALTERNATIVE 3
Retail	92,506/	92,506/	92,506/92,506 s.f.
Dining/Entertainment	19,718/	19,718/	19,718/25,500 s.f.
Office	1,100/	1,100/	1,100/1,100 s.f.
Residential	NA/NA	NA/NA	NA/NA

Concept Plan – Alternative 1

Concept Plan – Alternative 1 (Reference Attachment 1) depicts no additional structural development in the 15-acre The Neighborhood District and the 17-acre The Retail District, but would allow the following on the Buie Stoddard Group property in 28-acre The Commons District: signature building at entry (17,500 square feet); apartments (300 units) with two additional vehicular access points from Enterprise; and, a pedestrian-friendly Main Street. In addition, this Concept Plan Alternative depicts the following on the ValueRock Realty Partners property (as originally requested by ValueRock) in The Commons District: hotel (4 stories, 152 rooms) over retail (20,000 square feet); residential (3 stories) over retail (20,000 square feet); residential (4 stories) over parking structure (2 stories); office (1 story, 20,000 square feet) over retail (20,000 square feet); fitness center (2 stories; 40,000 square feet); anchor store (40,000 square feet); landscaped courtyard over parking structure; pedestrian-friendly Main Street; tower element; tower signage opportunities; and, pocket parks. Please note proposed build-out of Concept Plan – Alternative 1 would entail future demolishing of 219,390 square feet of existing retail use (Lowe’s; Lowe’s Garden Center; Michael’s; Tuesday Morning).

Concept Plan – Alternative 1 would add the following to existing retail/commercial, dining, entertainment and office uses within the 25-acre Gateway District: commercial retail (48,753 square feet); restaurant (46,126 square feet); office space (48,648 square feet); residential (265 units); two parking structures (each with 1 underground level and 4 above ground levels); a Festival Plaza; a pedestrian-friendly Main Street; and, a pocket park.

Concept Plan – Alternative 2

Concept Plan – Alternative 2 (Reference Attachment 2) depicts no additional structural development in the 15-acre The Neighborhood District and the 17-acre The Retail District, but would allow the following new development in The Commons District: a 17,500 square foot signature building at the entry off Enterprise; 300 multi-family residences with two additional vehicular access points from Enterprise and a parking structure; pocket parks; tower element; tower signage opportunities; and, a pedestrian-friendly Main Street. No existing buildings would be demolished.

In addition, this Alternative would propose additional development identical to proposed additional development in The Gateway District but add the following: a hotel/major retail opportunity structure and parking structure (landmark building design); tower signage opportunity; and, an arched gateway sign extending across Enterprise. This Alternative reflects ValueRock Realty’s and Donahue Schriber’s (owner of all property in The Neighborhood District) limitations on the ability to move forward at this time with Alternative 1 development opportunities.

Concept Plan – Alternative 3

Concept Plan – Alternative 3 (Reference Attachment 3) merges the benefits of Alternatives 1 and 2, maximizes property values, and provides the most incentive for implementation of the Plan represents the most intensive development of the alternative. Added development in The Retail District and The Commons District is identical to that noted in Alternative 1 above. Added development in The Neighborhood District encompasses only a 5,000 square foot building in the parking lot at the corner nearest the Aliso Creek Road/Pacific Park Drive intersection and tower signage opportunities at the northeast corner of the Pacific Park Drive/City Lights Drive intersection and near the northwest corner of the Aliso Creek Road/Pacific Park Drive intersection. Added development in The Gateway District is identical to that proposed for The Gateway District in Concept Plan – Alternative 2, described above.

Discussion – Traffic (Intersection Capacity Utilization) and Parking Analyses

A Traffic Impact analyses was conducted for the three Concept Plan alternatives. The analyses data included capturing all existing vehicular trips as well as all contemplated vehicular trips for each of the three Alternatives. Staff presented the traffic data for Alternative 1 to the Council at the February Study Session and in the Agenda Item staff report for that meeting. In summary, Alternative 1 development would result in 14,785 net daily vehicular trips, distributed nearly evenly between The Gateway District and The Commons District. Slight changes to Alternative 1 since February would result in approximately 265 fewer daily trips (total of 14,520 daily trips).

In addition, original Intersection Capacity Utilization Analysis findings remain sufficient for the slightly-reduced Alternative 1. In short, the only intersections that would be affected (i.e. drop of one category in Level of Service) with build-out of Alternative 1 (together with build-out of development contemplated in the General Plan) at year 2035 are the following: El Toro Road/Aliso Creek Road (afternoon peak hour); Aliso Creek Road/Aliso Viejo Parkway (afternoon peak hour); Aliso Creek Road/SR 73 (afternoon peak hour); and, Aliso Creek Road/Enterprise (morning and afternoon peak hours). Although the Levels of Service at these locations would drop, implementation of the improvements listed in Table 5 would restore Level of Service C at all affected intersections with the exception of the Pacific Park Drive/SR 73 Southbound Ramp/Enterprise study intersection. The identified mitigation measure at this intersection would improve Level of Service to a low LOS D (V/C = 0,806), which is merely 0.006 above the City LOS C threshold. Additional improvements required to fully mitigate this intersection to LOS C are considered infeasible due to Caltrans jurisdictional control, right-of-way limitations and high cost. Therefore, the Pacific Park Drive/SR-73 Southbound Ramp/Enterprise intersection is forecast to remain potentially significant during morning peak hour and with or without Concept Plan – Alternative 1 build-out.

Table 5 – RECOMMENDED INTERSECTION IMPROVEMENTS – ALTERNATIVE 1	
Intersection	Recommended Intersection Improvements for General Plan Build-Out (Year 2035) with Project Conditions
El Toro Road (N/S)/Aliso Creek Road (E/W)	Restripe northbound thru lane to be shared thru/right lane
Pacific Park Drive (N/S)/SR-73 Southbound Ramp/Enterprise (E/W)	Install additional southbound left turn lane; and, Restripe eastbound right lane to be shared thru/right lane
Aliso Creek Road (N/S)/Aliso Viejo	Install additional westbound left turn lane;

Parkway (E/W) Note: Significant widening would be required to accommodate improvements at the intersection of Aliso Creek Road/Aliso Viejo Parkway	or, Install southbound thru lane; and, Install southbound left turn lane
Aliso Creek Road (N/S)/Southbound SR-73 Ramps (E/W)	Install additional northbound left turn lane; or, Install northbound free right turn to southbound SR-73 per original interchange plans
Aliso Creek Road(N/S)/Enterprise/Summerfield (E/W)	Install additional northbound left turn lane

Build-out of Alternative 2 would result in an overall net decrease of 922 daily trips (total of 13,598 daily trips) from Alternative 1 with an accompanying slight decrease in impact to area intersections. Therefore, recommendations for improvements (Table 5) would apply to Alternative 2.

Build-out of Alternative 3, which assumes maximum proposed development in The Commons District, The Gateway District and The Retail District and minor added development in The Neighborhood District, would result in approximately 4,100 daily trips more than build-out of Alternative 1 (total of 18,620 daily trips). The following six nearby intersections would be affected: El Toro Road/Aliso Creek Road (morning and evening peak hours); Pacific Park Drive/SR 73 (afternoon peak hour); Aliso Creek Road/Aliso Viejo Parkway (afternoon peak hour); Aliso Creek Road/SR 73 (afternoon peak hour); Aliso Creek Road/Enterprise (morning and afternoon peak hours); and, Aliso Creek Road/Pacific Park Drive (morning and afternoon peak hours). The decrease in Levels of Service necessarily would require a few additional mitigation measures (reference Table 6 below), all of which would result in improving Levels of Service at all peak hours to C or better. In other words, the forecasted traffic impacts of Alternative 3 can be mitigated to an acceptable level.

Table 6 – RECOMMENDED INTERSECTION IMPROVEMENTS – ALTERNATIVE 3	
Intersection	Recommended Intersection Improvements for General Plan Build-Out (Year 2035) with Project Conditions
El Toro Road (N/S)/Aliso Creek Road (E/W)	Restripe northbound thru lane to be shared thru/right lane
Pacific Park Drive (N/S)/SR-73 Southbound Ramp/Enterprise (E/W)	Install additional southbound left turn lane; and, Install additional eastbound thru lane
Aliso Creek Road (N/S)/Aliso Viejo Parkway (E/W)	Install additional westbound left turn lane; and, Install additional southbound left turn lane
Aliso Creek Road(N/S)/Southbound SR73 (E/W)	Install additional northbound left turn lane
Aliso Creek Road (N/S)/Enterprise (E/W)	Install additional northbound left turn lane; and, Install additional eastbound left turn lane; and, Install eastbound right turn overlap phase

Aliso Creek Road (N/S)/Pacific Park Drive (E/W)	Install additional eastbound left turn lane
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Discussion – Parking

An observed parking study was conducted in 2012 and updated again in December, 2013. These studies clearly indicate that overall current Town Center parking is more than adequate to serve existing uses; that is, Town Center is parked at higher numbers than the City Zoning Code requires and at much higher numbers than Urban Land Institute recommends. However, parking during peak hours in The Gateway District remains difficult. So while a limited parking area, particularly in the Entertainment District, may appear to be impacted at certain times of the day, the existing parking supply is sufficient to meet the current needs.

Although implementation of each Concept Plan alternative would result in displacement of parking spaces within all Districts, build-out of each alternative would recapture all displaced spaces and provide additional spaces within The Gateway District. Furthermore, build-out of Alternative 1 and Alternative 3 would provide supplemental parking in The Commons District. For example, with build-out of the Concept Plan – Alternative 1 there will be 1,204 more parking spaces over the entire 85-acre Town Center than those required by the Aliso Viejo Zoning Code for the identified uses or 2,155 more parking spaces than those recommended by the Urban Land Institute. Build-out of Alternative 3 would provide supplemental parking in The Retail District. In each alternative, existing parking in The Neighborhood District would decrease slightly (but would remain in excess of Zoning Code requirements) due to the pedestrian-friendly Main Street.

Implementation Strategy Plan

The most significant challenges to implementation of all Town Center Concept Plan Alternative are property ownership fragmentation (Reference Attachment 4) and the number of encumbrances on most Town Center properties. Other challenges could be resistance of some property owners and tenants to change and the potential drive of property owners and/or tenants to seek financial advantage.

Urbanus Group LLC (Urbanus) recommends the City deliver project entitlements and developable parcels to attract one or more sophisticated developers with the desire and capability to transform Aliso Viejo Town Center according to the selected Concept Plan alternative. The former is the easier to accomplish because the City has control over the Concept Plan and future Specific Plan. The latter is more difficult due to the potential sensitivity and complexity of City negotiations with existing property owners to consolidate some of their parking areas into new parcels that can be conveyed to a developer. To create new development parcels, the City should spearhead a lot line adjustment process by pre-negotiating arrangements with property owners before selection of a developer. In exchange for relinquishing parking lot portions of their properties, current parcel owners (and their tenants) should be assured the future developer will replace every parking space displaced with an equal number of new spaces (an adding spaces for new gross leasable area) in parking structures.

Once a preferred Concept Alternative is identified and approved for inclusion in the Town Center Specific Plan by Council, staff in conjunction with Urbanus Group LLC will develop a thorough implementation plan and timeline. The implementation plan will be presented to the City Council at a future meeting.

Future Work and Project Timeframe

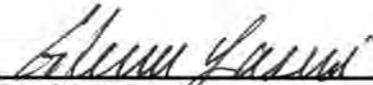
Upon City Council approval of a Concept Plan, consulting staff will finalize technical studies (anticipated to occur over a 120-day period) and will begin work on parcel consolidation (anticipated to occur over approximately 12-18 months). Planning staff will insert information related to the approved Concept Plan into the discussion of the Town Center Focus Area in the 2035 General Plan and complete the General Plan soon thereafter. Staff will begin composition of the Town Center Specific Plan in July and anticipates completion of a draft Town Center Specific Plan by September 15. The Town Center Specific Plan will be used not only to implement General Plan Land Use policies, but also as an Economic Development tool for improving the financial status of Town Center businesses. Town Center Specific Plan goals will include the following: unifying Town Center components; making Town Center more pedestrian friendly; establishing Town Center as a venue for business and community events; repositioning Town Center to better compete with new and redeveloped centers in neighboring cities; supporting a "shop local" campaign; facilitating motorized and non-motorized vehicular access to Town Center; providing additional commercial, dining, entertainment and office opportunities and jobs; preserving adequate parking; increasing the number and variety of "community" spaces including a Center-wide WiFi network; and, providing an overall aesthetics plan encompassing landscaping, street furniture, signage, lighting and pavement treatment.

Prepared by:



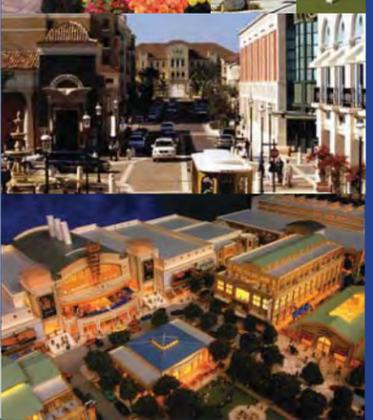
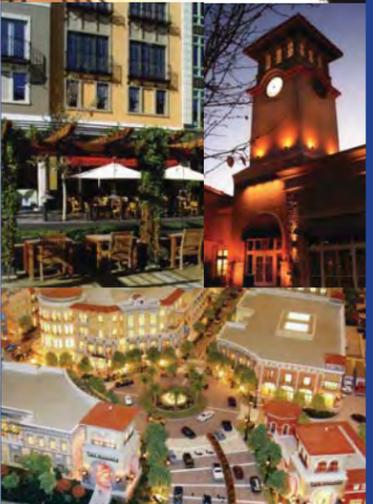
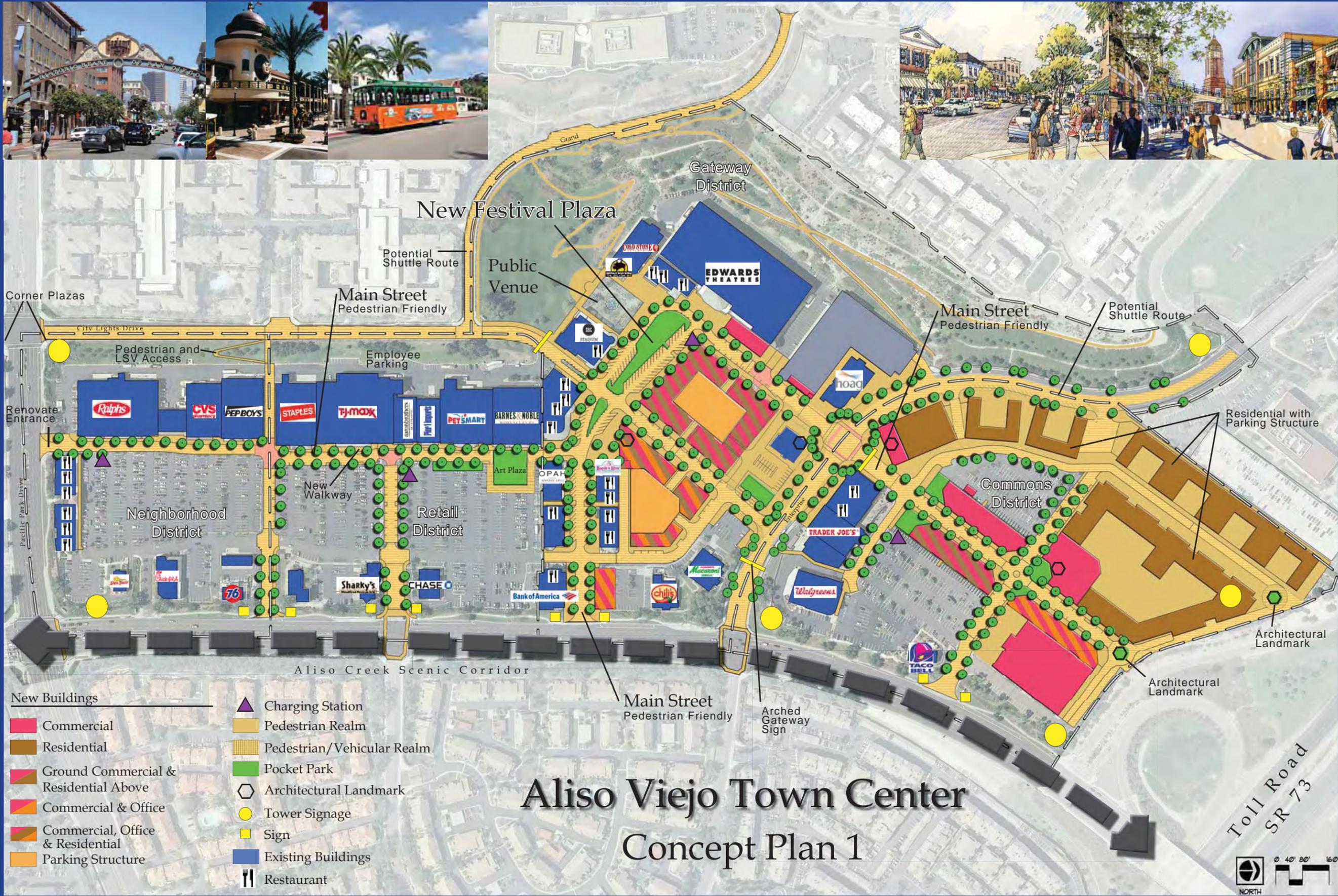
Albert Armijo
Director of Planning Services

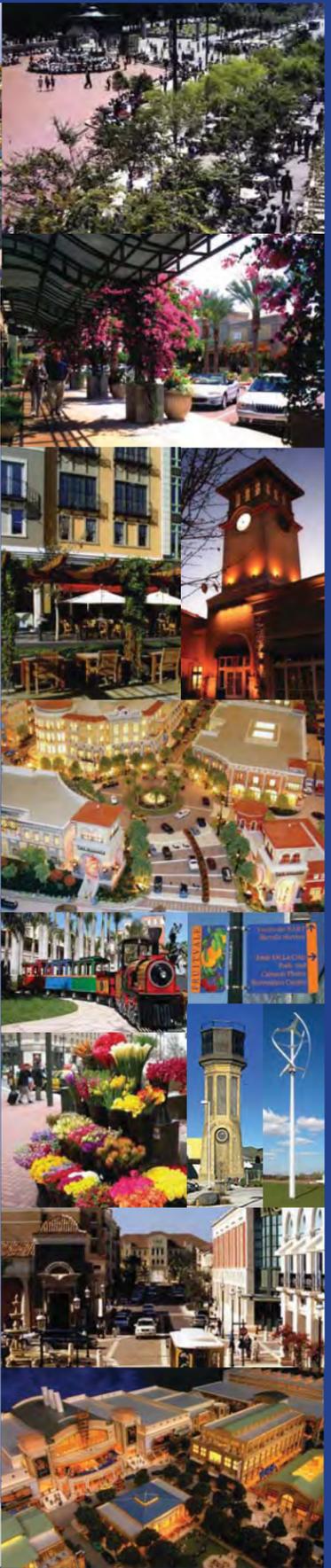
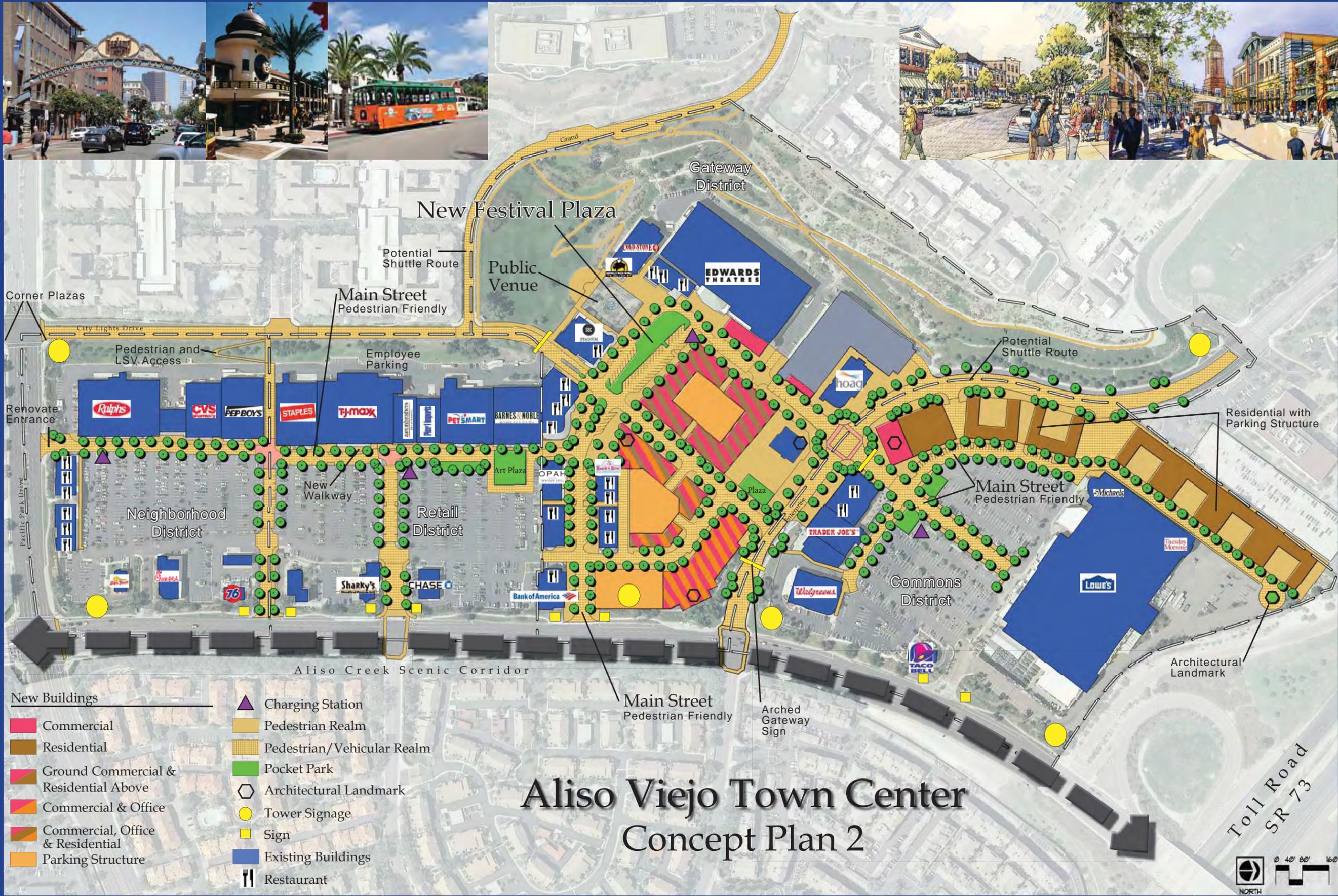
APPROVED FOR SUBMITTAL TO THE CITY COUNCIL

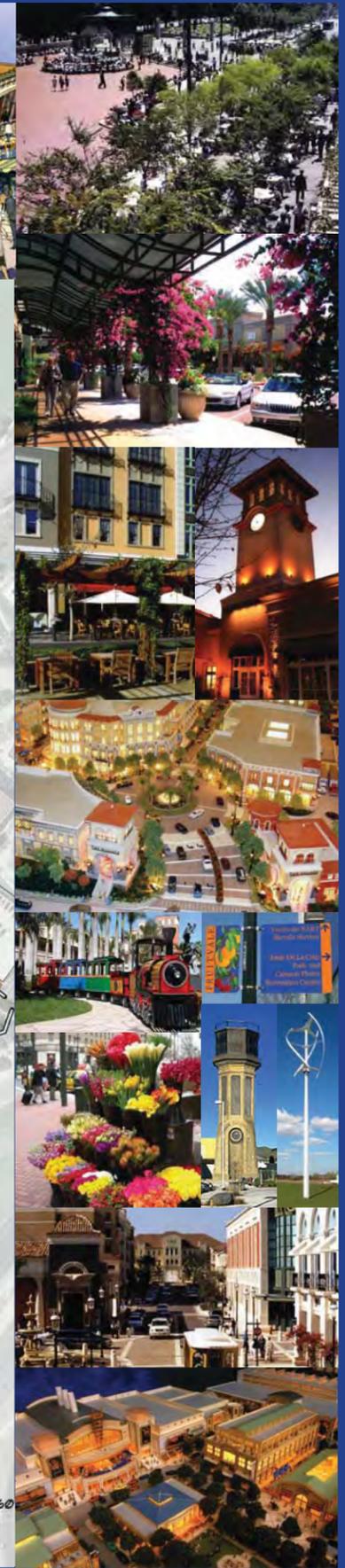
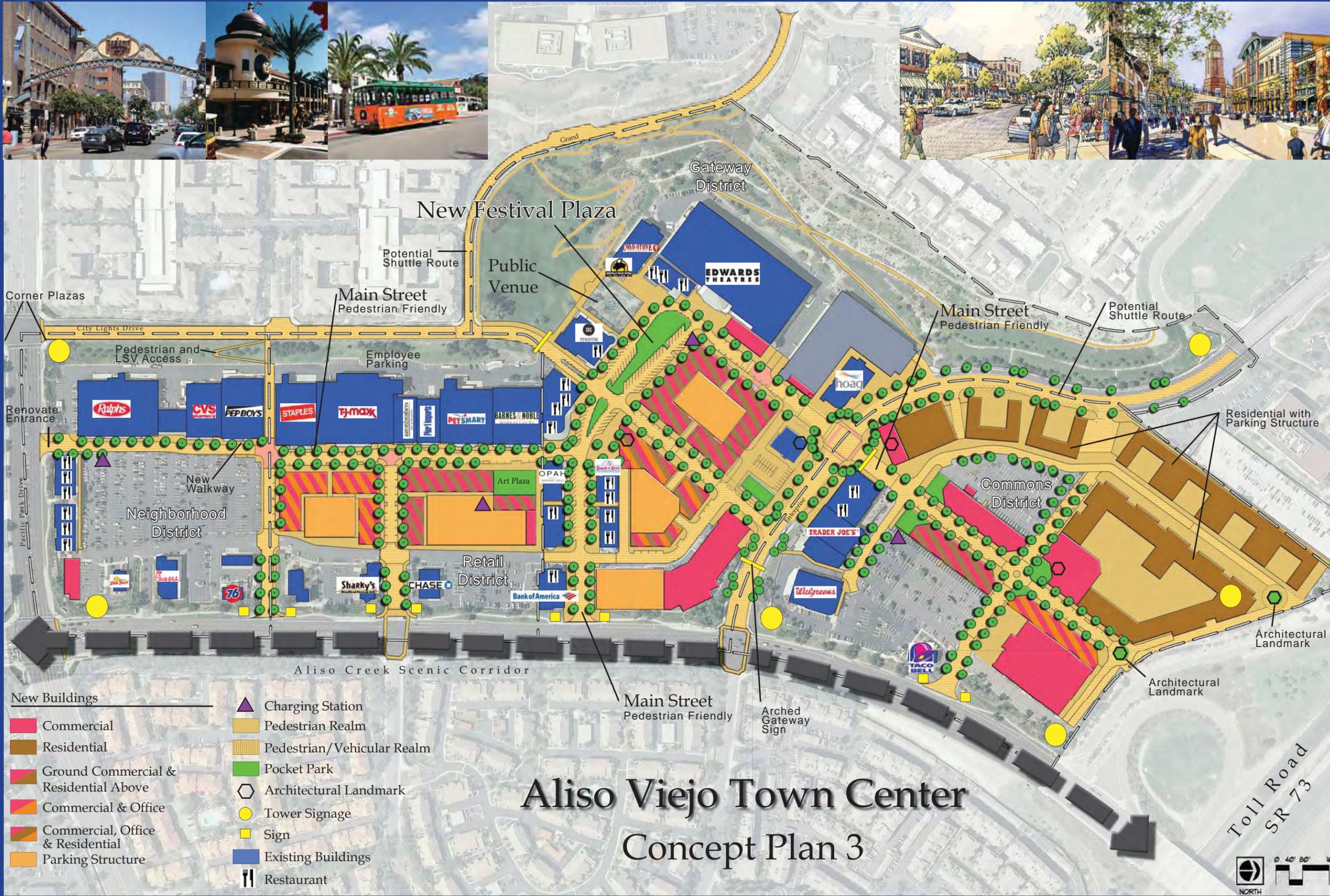
for 
David A. Doyle
City Manager

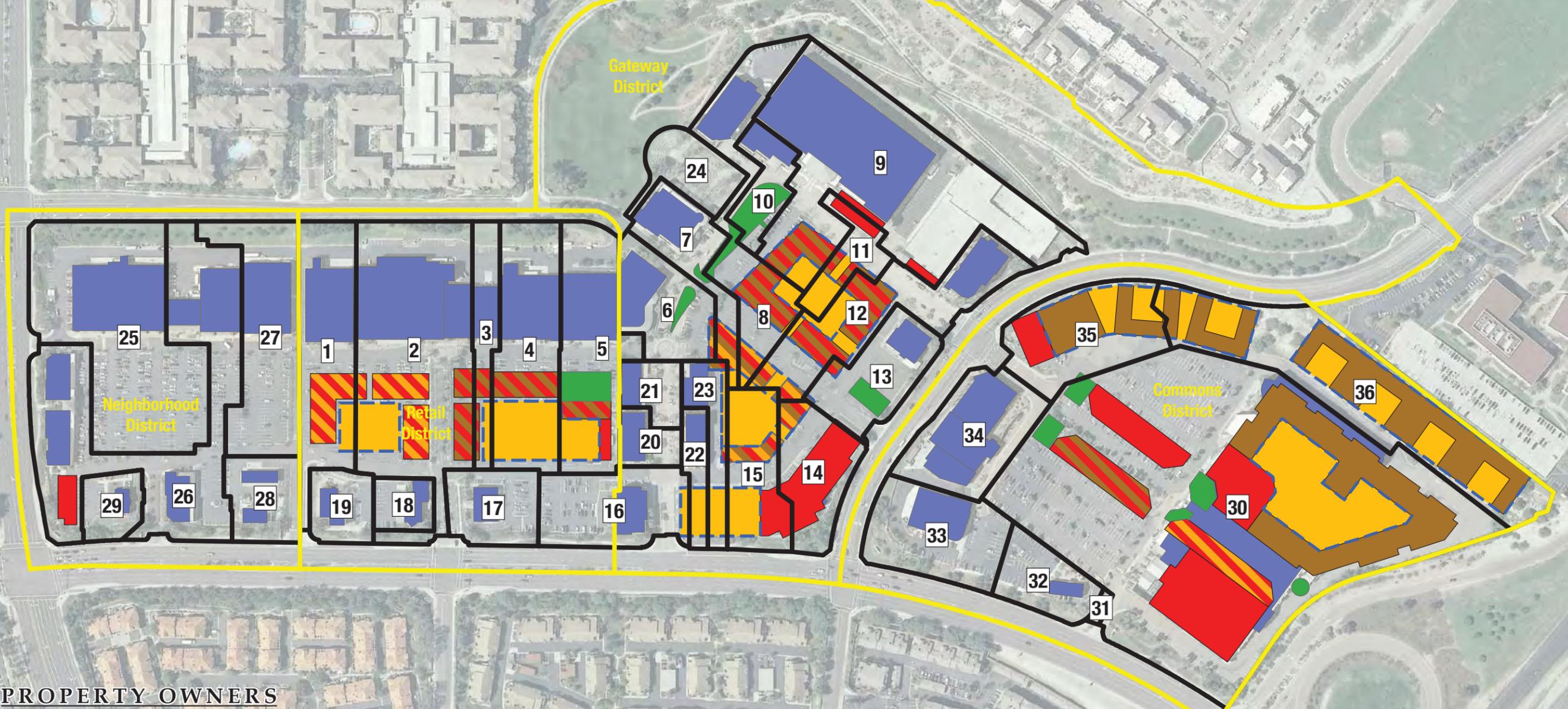
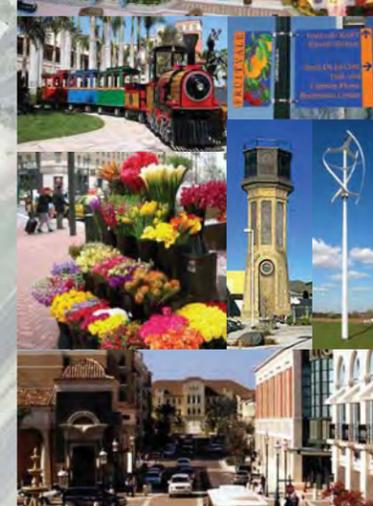
Attachments:

- #1 – Town Center Concept Plan – Alternative 1
- #2 – Town Center Concept Plan – Alternative 2
- #3 – Town Center Concept Plan – Alternative 3
- #4 – Property Ownership
- #5 – Hoffman/Stoffel Study Session Power Point Presentation
- #6 – Planning Staff Power Point Presentation









PROPERTY OWNERS

1 Staples Properties, Inc	10 Aliso Investment #3, LLC	19 Todd Schiffman, Todd I Schiffman Living Trust	28 Donahue Schriber
2 ARMOUR PROPERTIES CV, LLC	11 Aliso Viejo Park Plaza Owners Association	20 Aliso Investment No 2, LLC	29 Donahue Schriber
3 Davos, LLC	12 Hoag Memorial Hospital	21 Aliso Investment No 2, LLC	30 CLF Aliso Viejo Business Trust
4 RPM Catalina & Tanque Verde LLC	13 LCGI Mortgage Fund, LLC	22 Aliso Investment No 2, LLC	31 AV Commons II LLC
5 John & Sons, LLC	14 MG AVC LLC	23 Aliso Investment No 2, LLC	32 Todd Schiffman, Todd I Schiffman Living Trust
6 Aliso Investment No 1, LLC	15 Brinker Restaurant	24 Aliso Viejo Company	33 Zamindari Real Estate Investment 2
7 Winkler Properties	16 Aliso Medical Properties, LLC	25 Donahue Schriber	34 AV Commons I LLC
8 AVTC Partners, L P	17 JP Morgan Chase Bank, E National Association	26 Donahue Schriber	35 AV Commons II LLC
9 EPT Aliso Viejo, Inc.	18 TIS Equities II LLC	27 Donahue Schriber	36 AV Commons II LLC



Aliso Viejo Town Center

Review of Market Analysis and Fiscal Impact Analysis

City Council Presentation
April 15, 2015

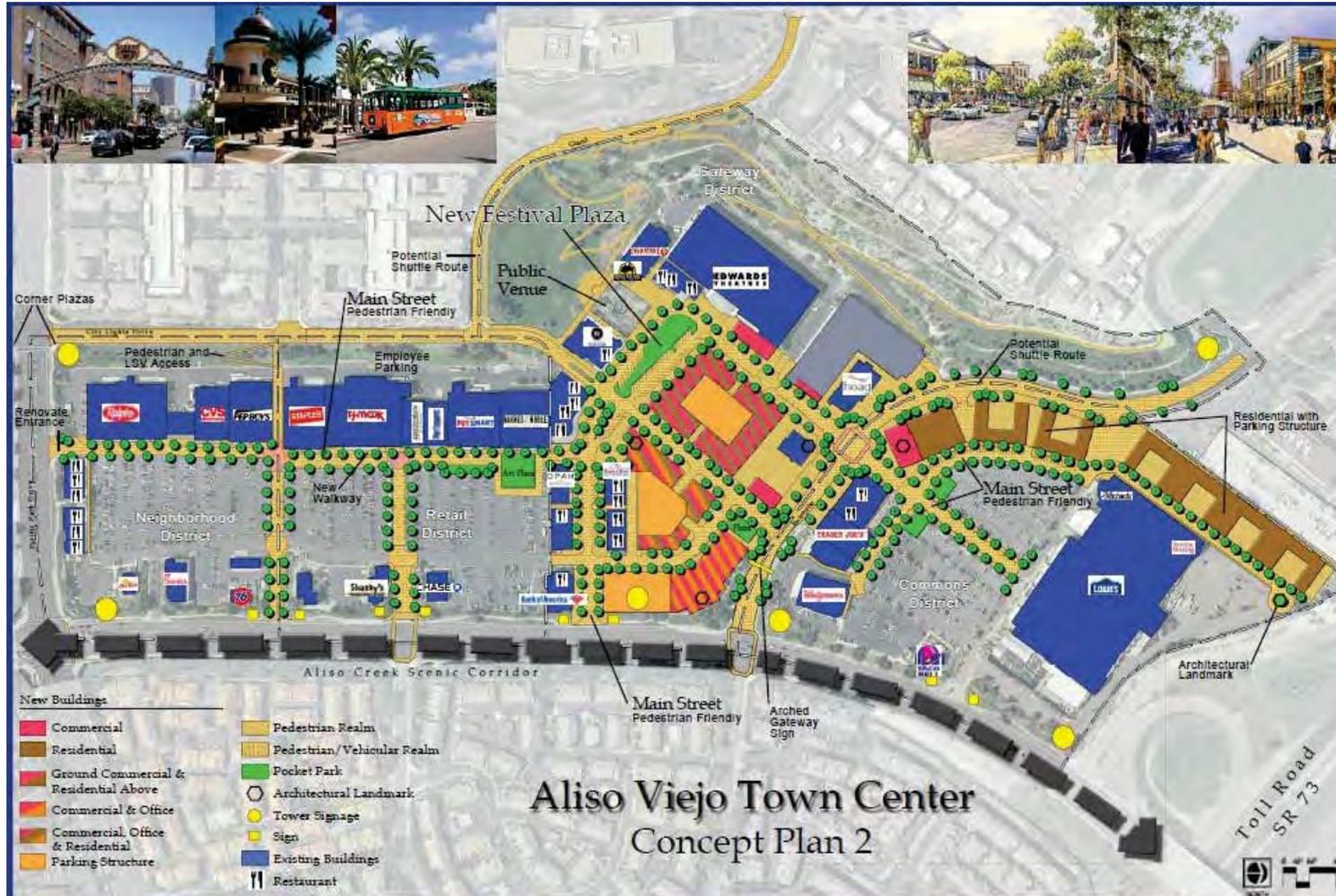


Overview

- Project Description - Concept Plan 2
 - 565 new apartments
 - 255,196 net new square feet
(retail, office and 120-room hotel)
- Market Area Analysis
 - Demographics
 - Key Market Assumptions
- Fiscal Impact Analysis
 - Net General Fund Revenues and Costs

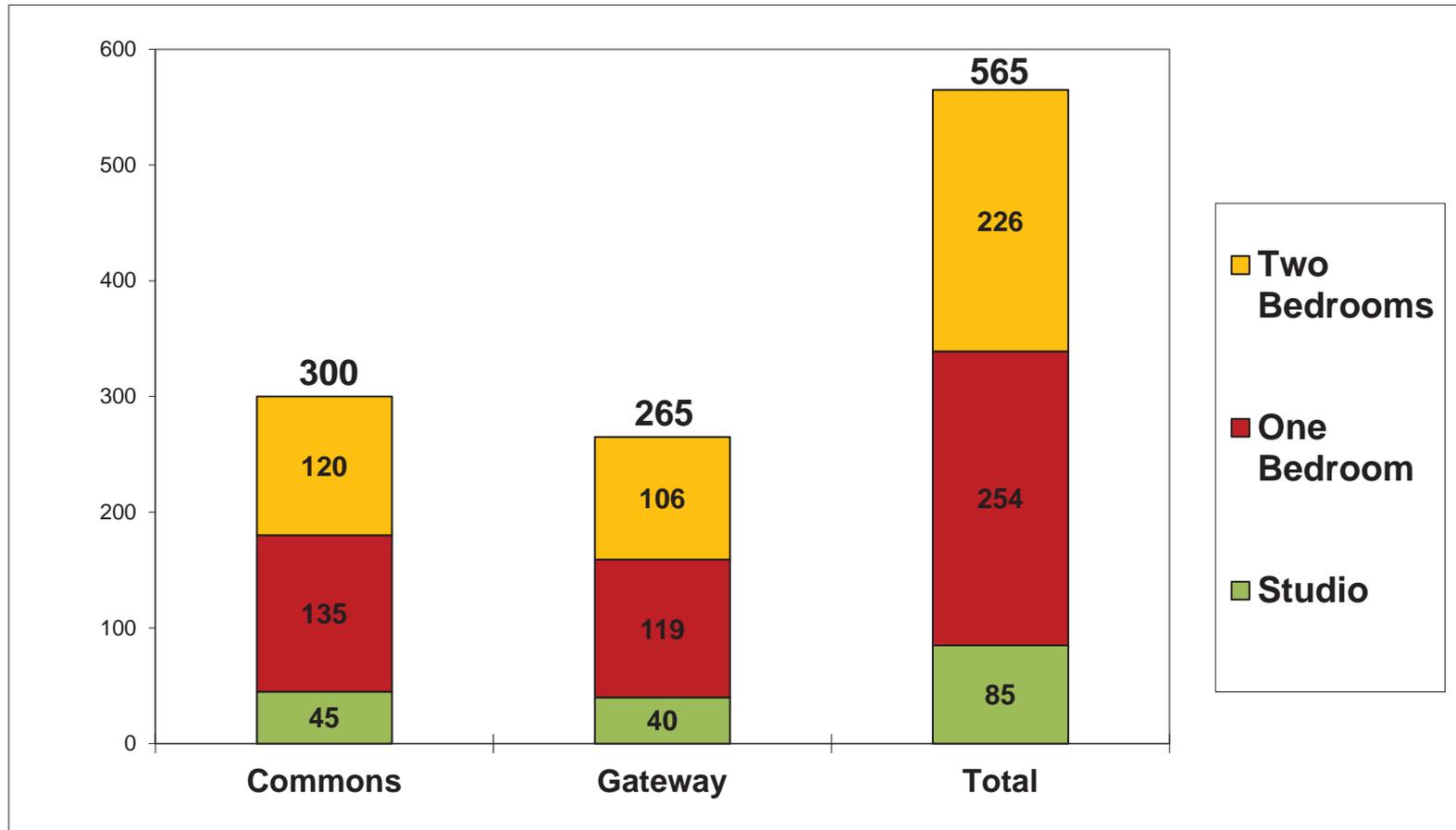


Aliso Viejo Town Center Concept Plan 2



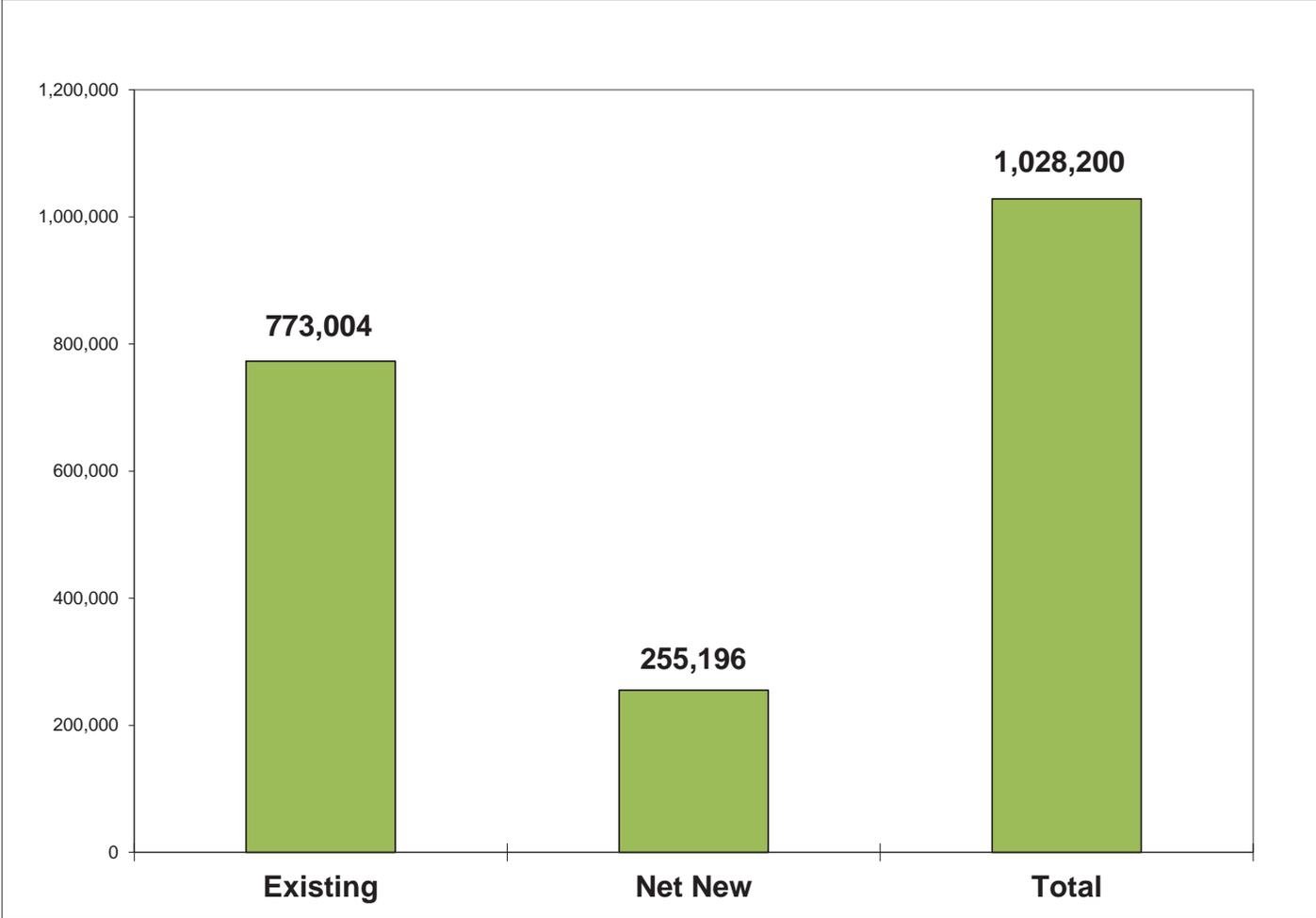


Town Center Residential Units



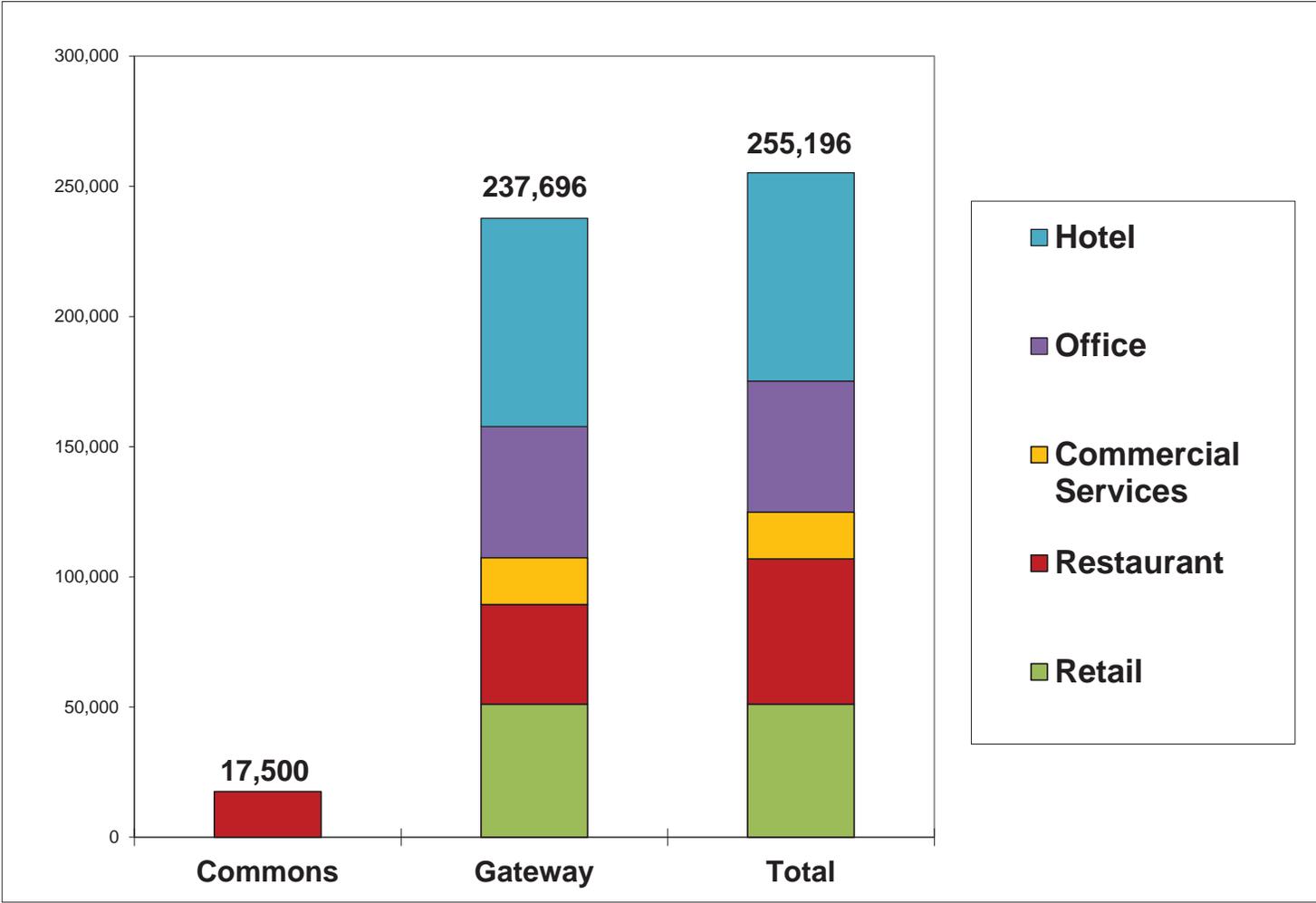


Town Center Square Feet





Net New Non-Residential Square Feet



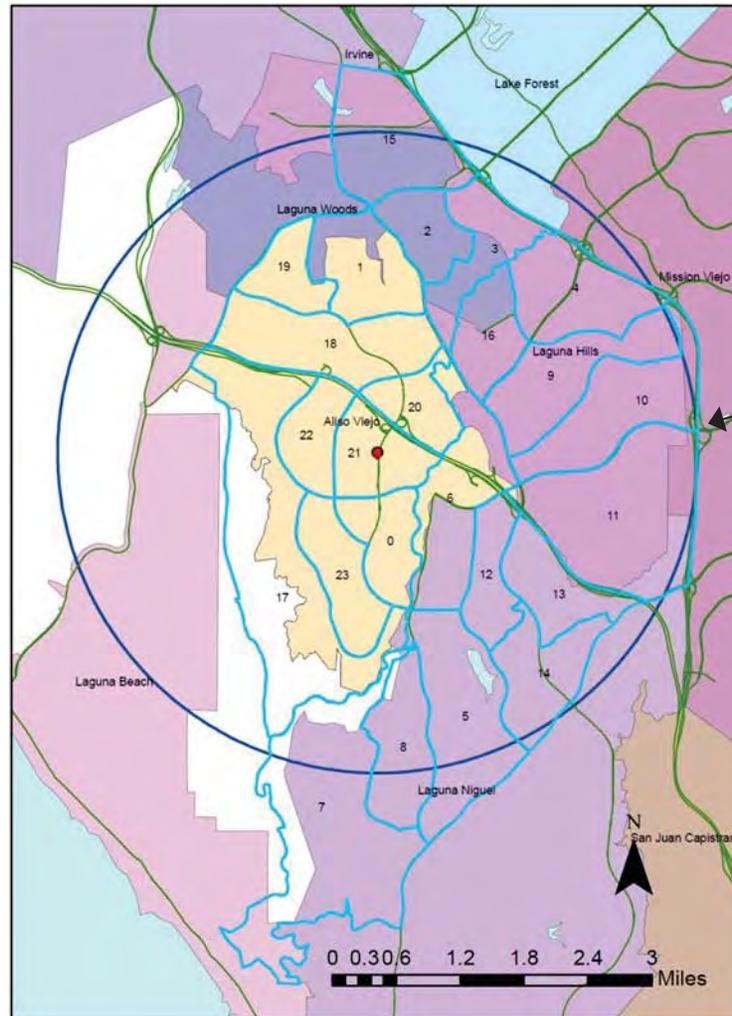


Net New Non-Residential Square Feet

Land Use	Commons	Gateway	Total
Retail	0	51,051	51,051
Restaurant	17,500	51,299	68,799
Commercial Services	<u>0</u>	<u>18,062</u>	<u>18,062</u>
Subtotal Commercial Square Feet	17,500	120,412	137,912
Office	0	50,284	50,284
Hotel	<u>0</u>	<u>80,000</u>	<u>80,000</u>
Total Non-Residential Square Feet	17,500	250,696	268,196
<i>minus</i>			
<i>Removed Restaurant Square Feet</i>	<i>0</i>	<i>13,000</i>	<i>13,000</i>
<i>equals</i>			
Net New Non-Residential Square Feet	17,500	237,696	255,196
Hotel Rooms	0	120	120



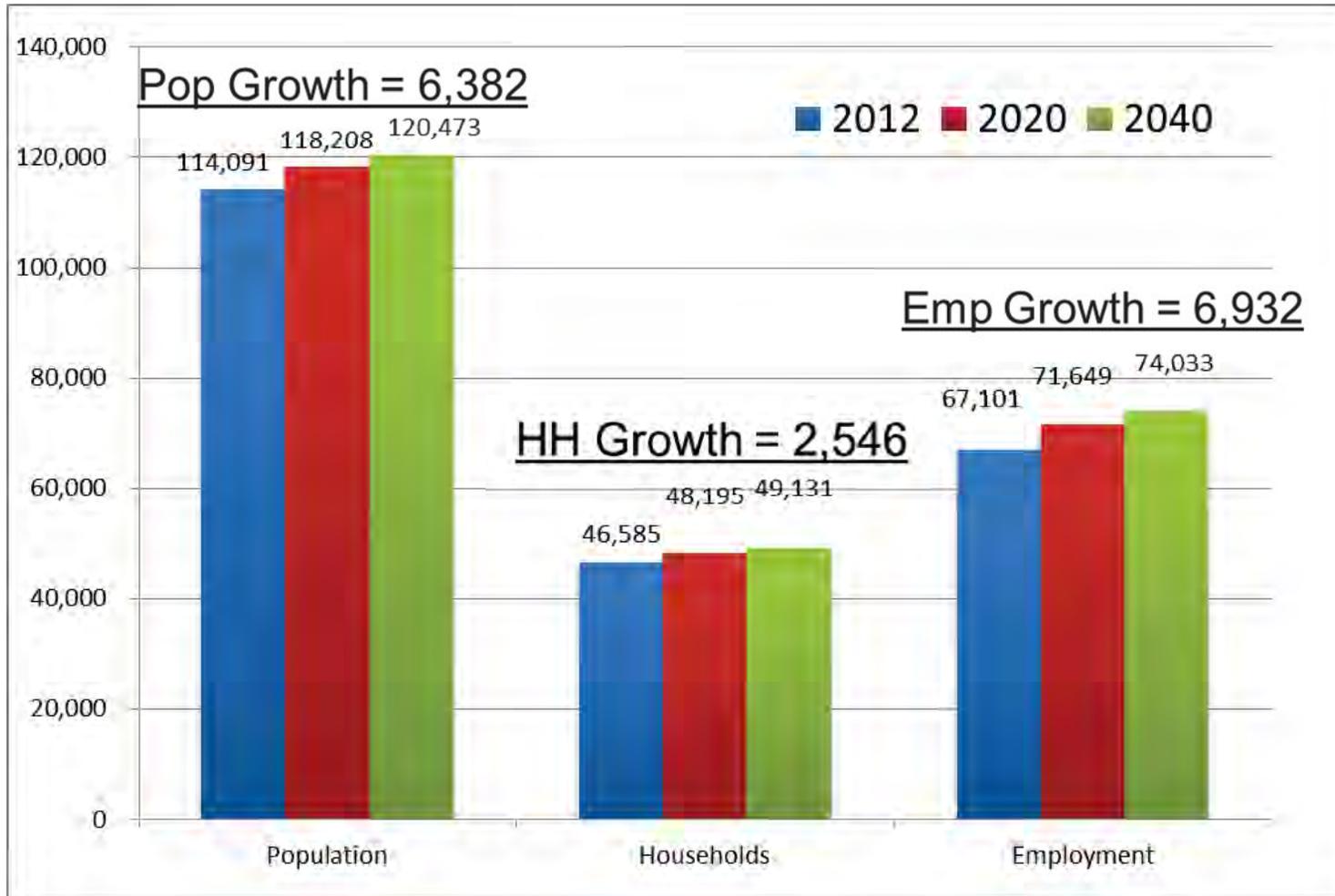
Aliso Viejo Town Center Market Area



3 Mile Ring



Market Area Growth Forecasts: 2012 – 2040



Sources: Stanley R. Hoffman Associates; Center for Demographic Research, California State, Fullerton

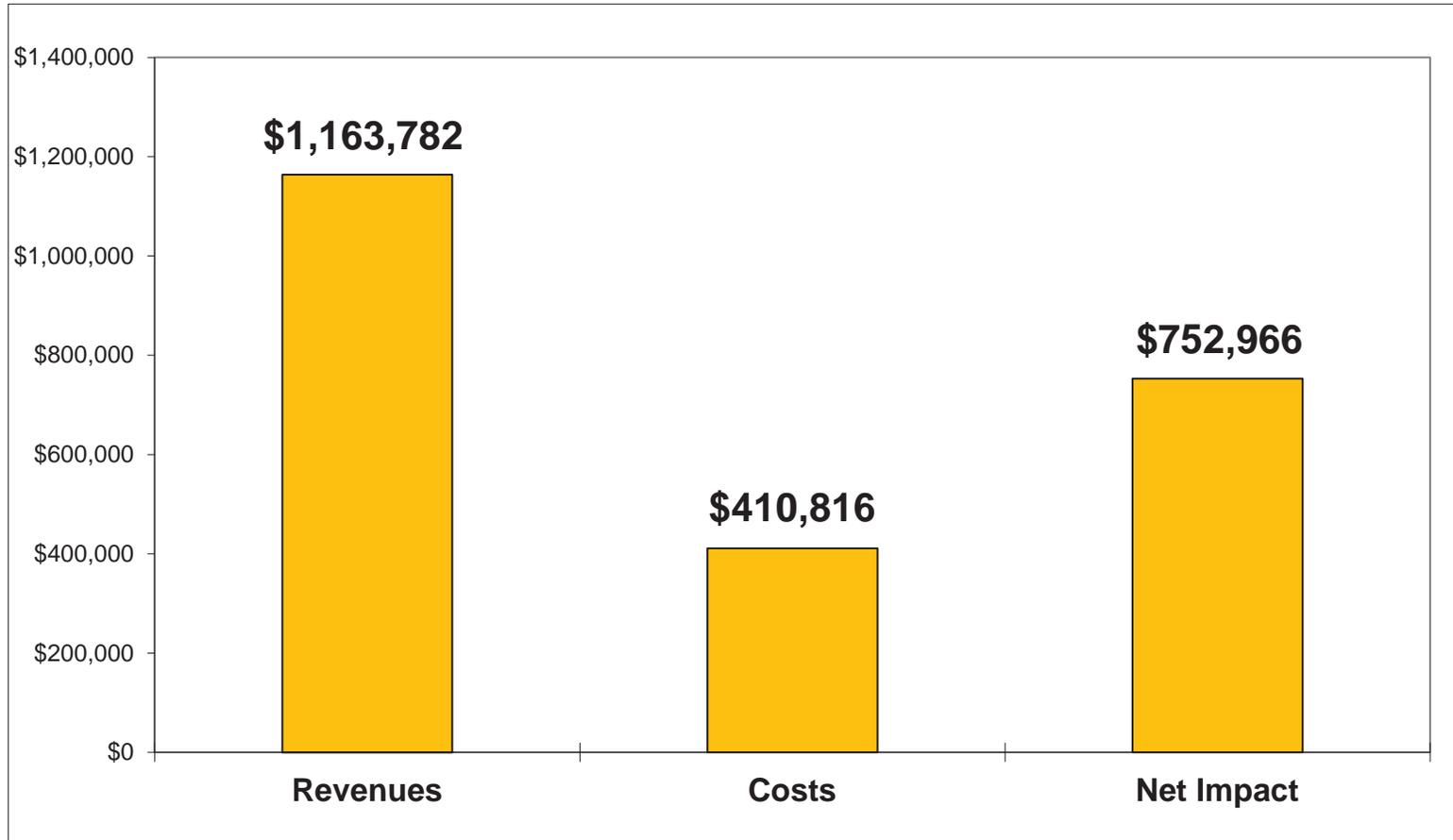


Aliso Viejo as % of Market Area

Variable	2012
Population	43.0%
Households	40.0%
Employment	28.0%

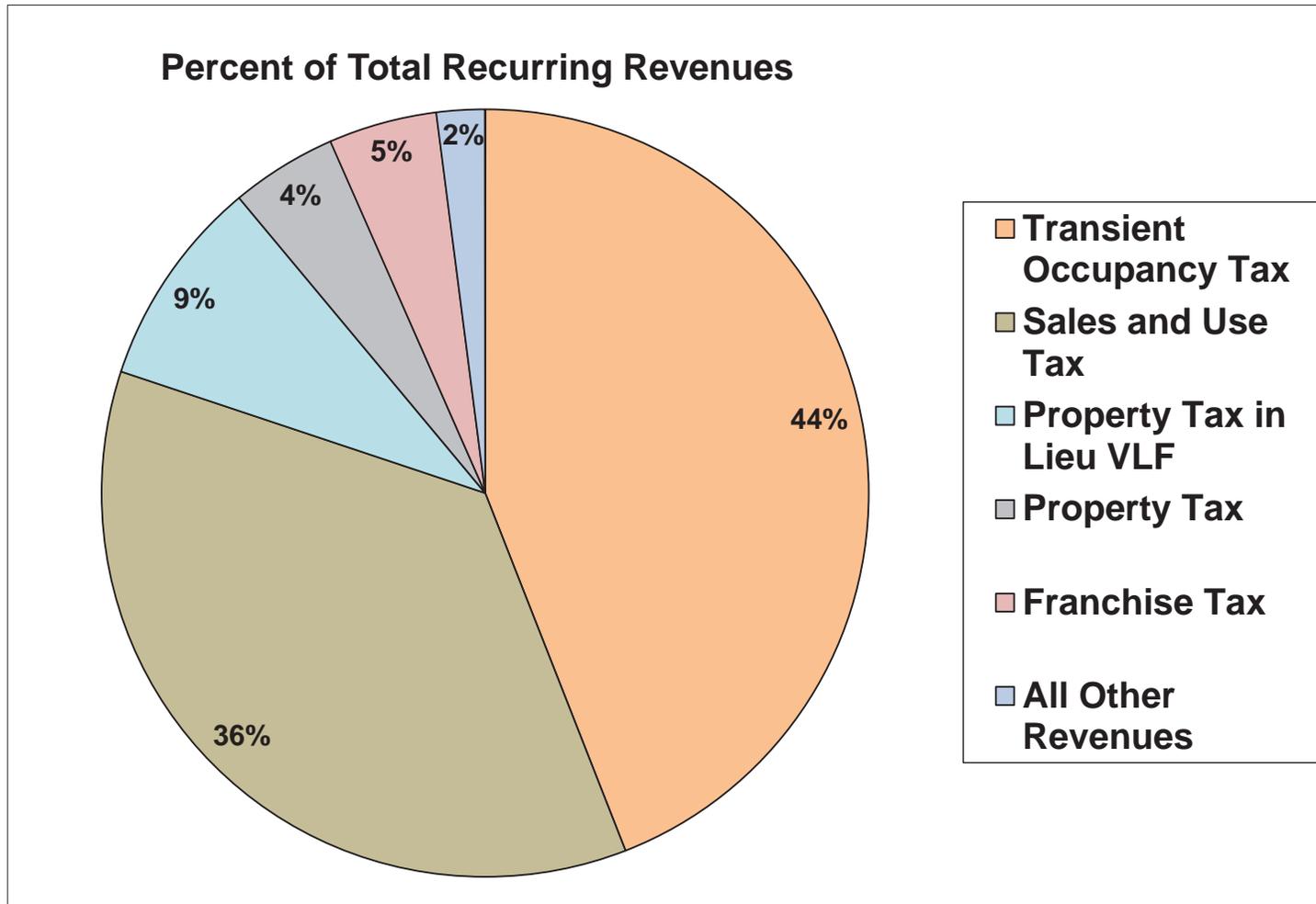


Fiscal Impact Analysis of Concept Plan 2



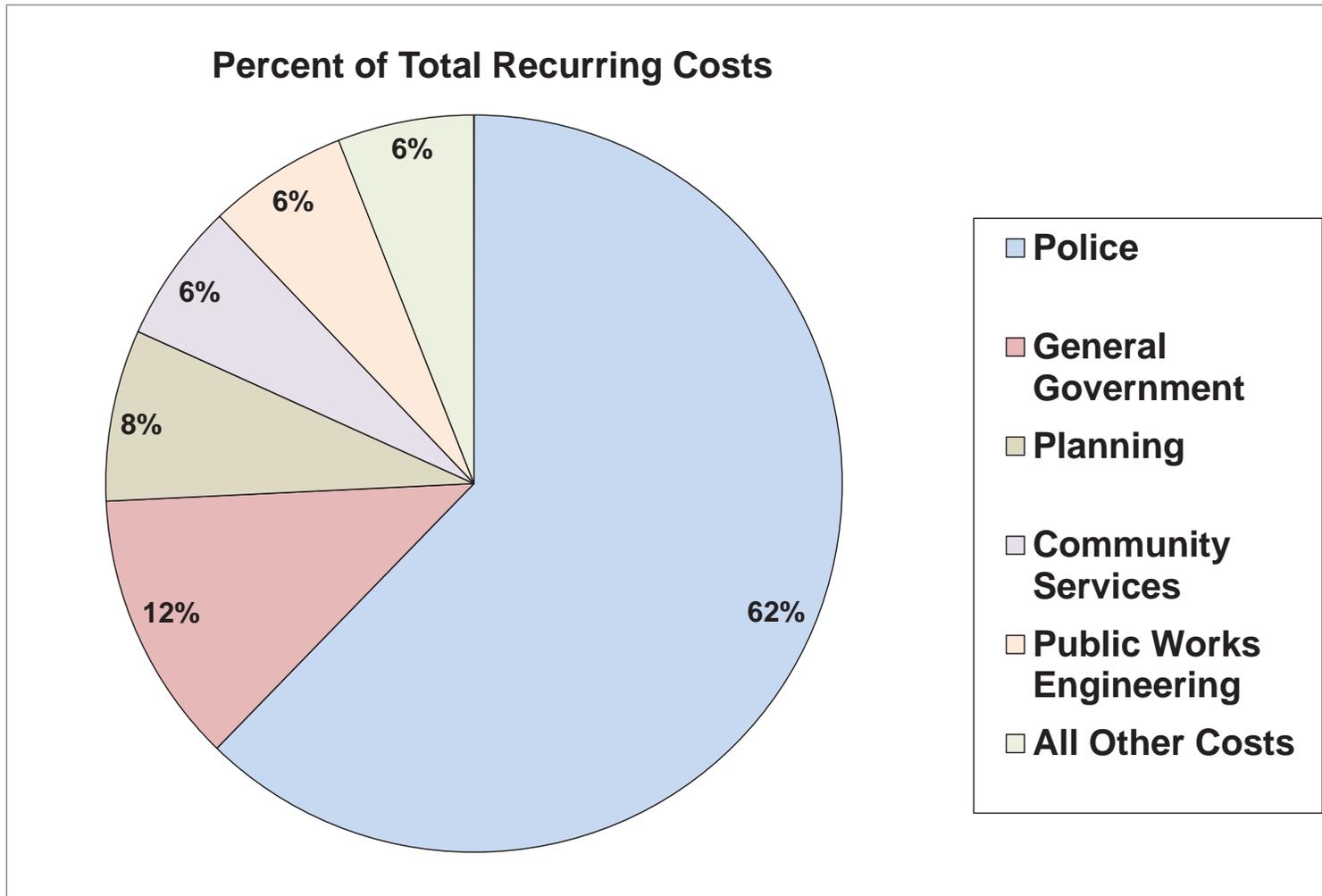


Recurring Revenues



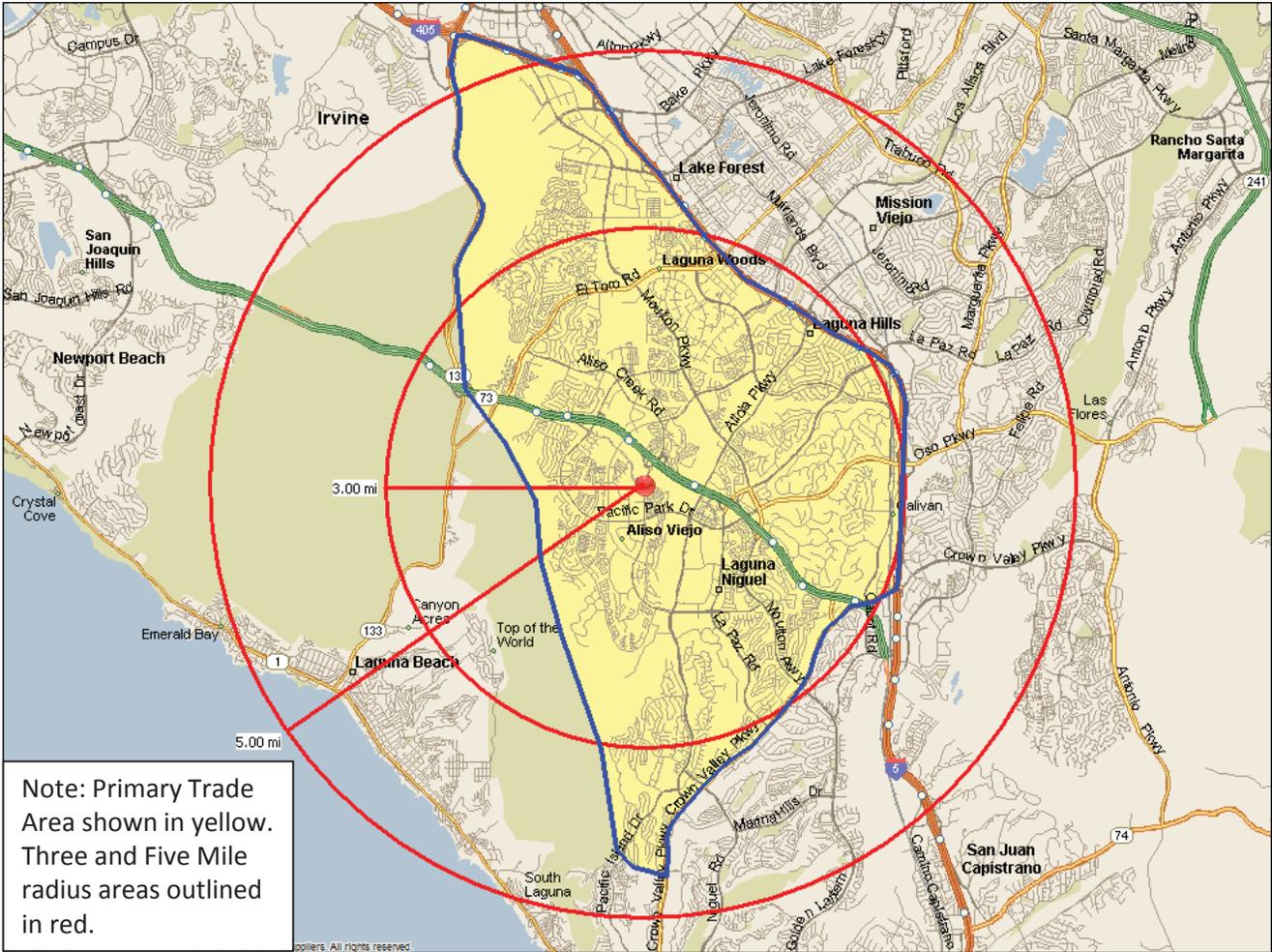


Recurring Costs





Aliso Viejo Town Center Assumed Primary Trade Area





Key Demographics

	<u>3 Mile</u>	<u>5 Mile</u>	<u>Trade Area</u>
Population - 2020	129,505	296,699	134,596
Population - 2015	123,639	282,984	128,400
Households - 2020	53,304	113,864	55,848
Households - 2015	50,870	108,439	53,221
Avg. Household Size	2.40	2.58	2.39
Average Age	43.1	41.6	43.0
<u>Education - Adults 25+</u>			
Less Than High School Diploma	6.1	6.3	5.8
Bachelor's Degree or Higher	50.0	48.9	49.9
<u>Income</u>			
Average Household Income	\$105,693	\$113,355	\$105,307
Median Household Income	\$78,417	\$84,365	\$78,571
Per Capita Income	\$44,027	\$43,888	\$44,068
Owner Occupied Housing Units	68.7	69.9	68.5
Source: Nielsen, Inc.			



Key Performance Metrics

<u>Center Square Feet: *</u>	
Department Store / G.M.	0
Retail	238,748
Dining - Full Service	49,067
Dining - Quick Serve	<u>57,389</u>
Total - These Categories	345,204
<u>Center Taxable Sales:</u>	
Department Store / G.M.	\$0
Retail Sales	\$63,702,000
Dining - Full Service	\$19,682,700
Dining - Quick Serve	<u>\$22,561,300</u>
Total - These Categories	\$105,946,000
<u>Center Sales PSF:</u>	
Department Store / G.M.	\$0
Retail Sales	\$267
Dining - Full Service	\$401
Dining - Quick Serve	<u>\$393</u>
Total - These Categories	\$307
* Does not include Lowes, Edwards, grocery, drug and services.	



Key Performance Metrics (continued)

<u>AVTC Center Capture:</u>	<u>3 Mile</u>	<u>5 Mile</u>
Department Store / G.M.	0.0%	0.0%
Retail Sales	20.3%	9.0%
Dining - Full Service/Bar	14.2%	6.4%
Dining - Quick Serve	20.3%	9.2%
Combined Categories	18.8%	8.4%
<u>Typical Capture Range:</u>		
Department Store / G.M.	30-50%	15-35%
Retail Sales	30-50%	15-35%
Dining - Full Service/Bar	15-30%	10-20%
Dining - Quick Serve	20-35%	10-20%
Combined Capture Rate	30-40%	15-25%



Potential for Retail and Dining

	<u>3 Mile</u>	<u>5 Mile</u>
<u>Assumed Capture Using Analog Capture Rates</u>		
Potential Department Store Capture	0.0%	0.0%
Potential Retail Sales Capture (Not Including Department Stores)	34.5%	15.0%
Potential Full Service Restaurant/Bar Capture	25.0%	12.0%
Potential Limited Service Food Capture	30.0%	13.0%
Combined Potential Sales	31.3%	14.2%
<u>Estimated Sales Using Analog Lowest Capture</u>		
Potential Department Store Sales	\$0	\$0
Potential Retail Sales (Not Including Department Stores)	\$108,118,400	\$105,931,796
Potential Full Service/Bar Sales	\$34,666,552	\$39,714,753
Potential Limited Service Eating Places Sales	<u>\$33,277,822</u>	<u>\$33,057,542</u>
Combined Potential Sales	\$176,062,773	\$178,704,091



Potential for Retail and Dining (continued)

<u>Supportable Total Retail and Dining Space at \$400 PSF</u>		
Potential Department Store SQ FT	0	0
Potential Retail SQ FT (Not Including Department Stores)	270,296	264,829
Potential Full Service/Drinking SQ FT	86,666	99,287
Potential Limited Service Eating Places SQ FT	<u>83,195</u>	<u>82,644</u>
Combined Potential Square Feet *	440,157	446,760
<u>Existing Square Feet in Above Categories *</u>		
Retail SF (Not Including Ent., H/I, Groc., Drug, Svcs.)	238,748	238,748
Full Service Dining	49,067	49,067
Quick Serve, Casual Dining	<u>57,389</u>	<u>57,389</u>
Total of These Categories	345,204	345,204
<u>Additional Supportable Square Feet (2015) *</u>		
Retail SF (Not Including Ent., H/I, Groc., Drug, Svcs.)	31,548	26,081
Full Service Dining	37,599	50,220
Quick Serve, Casual Dining	<u>25,806</u>	<u>25,255</u>
Total of These Categories	94,953	101,556
* Does not include Lowes, Edwards, grocery, drug and services.		



Implications of Retail Analysis

- Aliso Viejo Town Center (AVTC) lacks the typical general merchandise anchor that most competitive centers have as a destination draw.
- Lacking a general merchandise anchor, Edwards Cinema remains the most important destination anchor to AVTC's future.
- Other large retailers (e.g.: TJ Maxx, Staples, Barnes & Noble, Petsmart, etc.) have been de facto retail anchors for AVTC but tend to limit sales potential for AVTC because these stores are duplicated in other centers in the trade area.
- Retail sales performance has been average and could improve with greater critical mass and higher sales capture from a wider trade area.
- The envisioned expansion will allow AVTC to strengthen key retail and dining categories, especially specialty retail and sit-down dining.
- Without additional retail and dining space, and with continued expansion and re-positioning of nearby competitive shopping centers, AVTC is at risk.



Implications of Retail Analysis (continued)

- This is a key point in time for Aliso Viejo's retail sales performance. Many cities tend to be satisfied with their past and current retail accomplishments while competitive centers (and cities) plot to cannibalize retail and dining sales from their residents. Many centers and cities find themselves getting left behind, especially in the minds of local customers.
- While AVTC would continue to provide goods and services from Aliso Viejo residents in any event, the simple fact is that this is not sufficient to sustain the center at a sufficient sales level. It needs to continue to draw sales from beyond the City. It needs to remain relevant.
- Market potential coupled with reasonable capture rates indicates support for approximately 95,000 to 102,000 square feet of additional retail and dining space at AVTC.
- In addition to this range, there is support for additional services and other lower taxable sales-producing space within AVTC. Examples include larger entertainment uses such as bowling, or other entertainment uses that serve to increase the destination appeal of AVTC but do not generate similar taxable sales per square foot as other retail and dining uses.
- Additional opportunities could include a general merchandise or large apparel retailer that would improve the center's destination appeal.
- Over the long-term, the Lowe's site offers interesting possibilities for adding critical destination appeal uses and may be possible in subsequent phases of AVTC redevelopment.

ALISO VIEJO TOWN CENTER



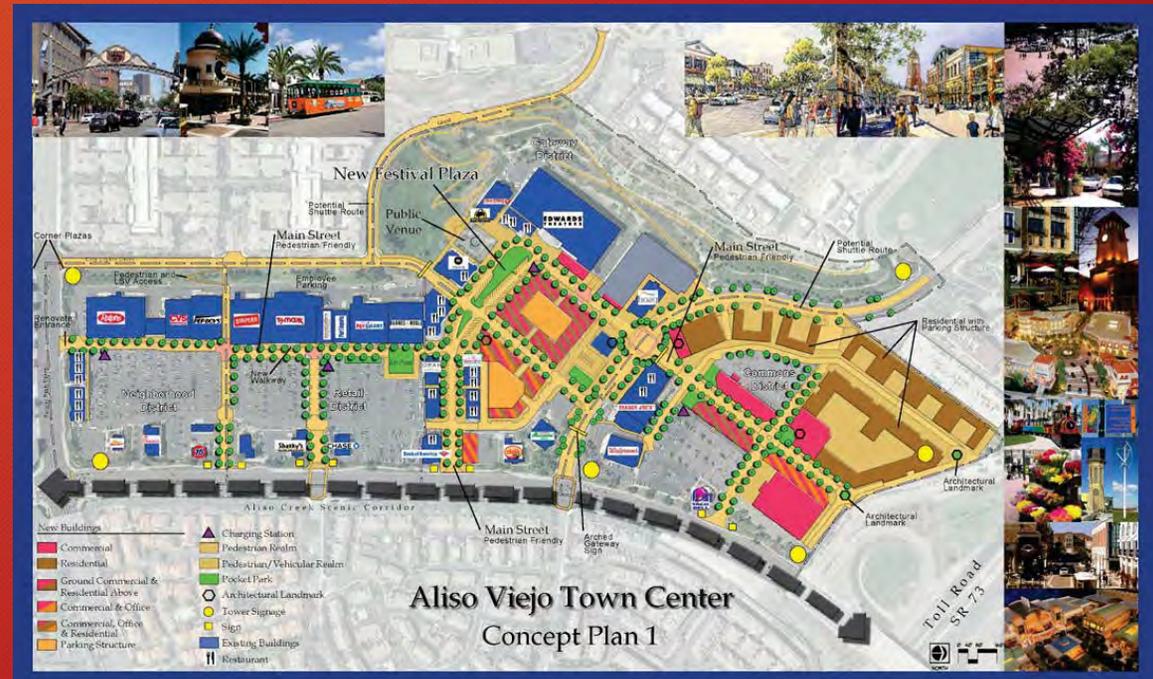
Background

- Vision and Opportunities Plan
- Concept Plan
- Specific Plan



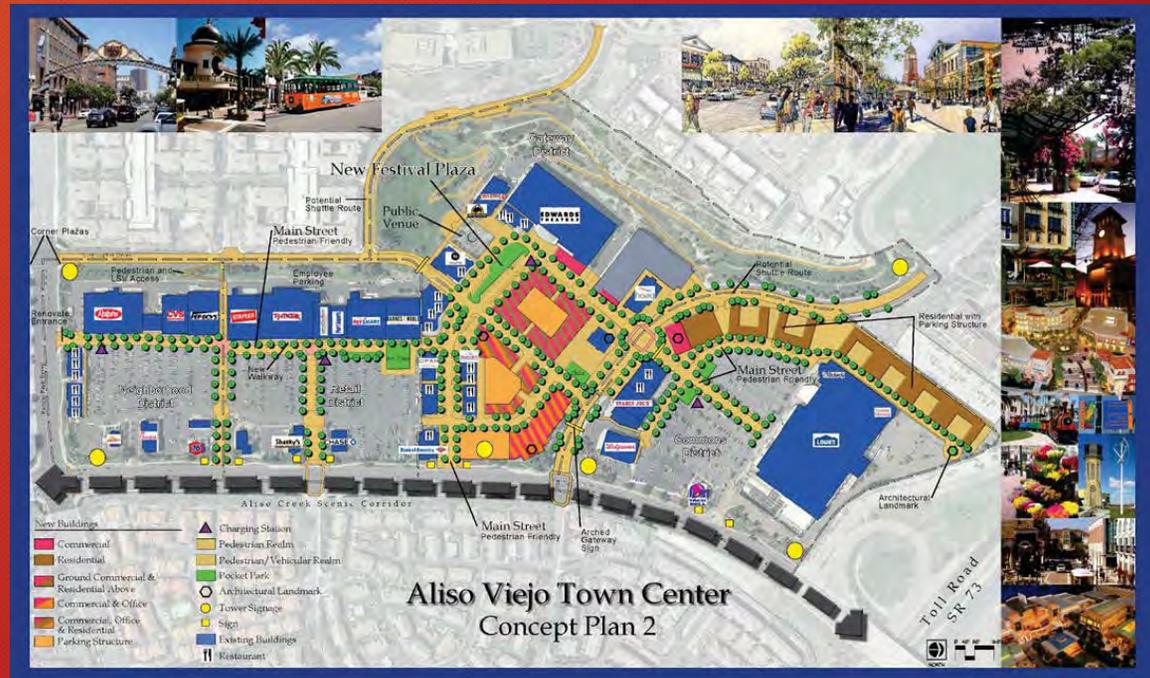
Concept Plan 1

- The Commons District
- The Gateway District
- The Retail District
- The Neighborhood District
- Intersections Capacities
- Parking



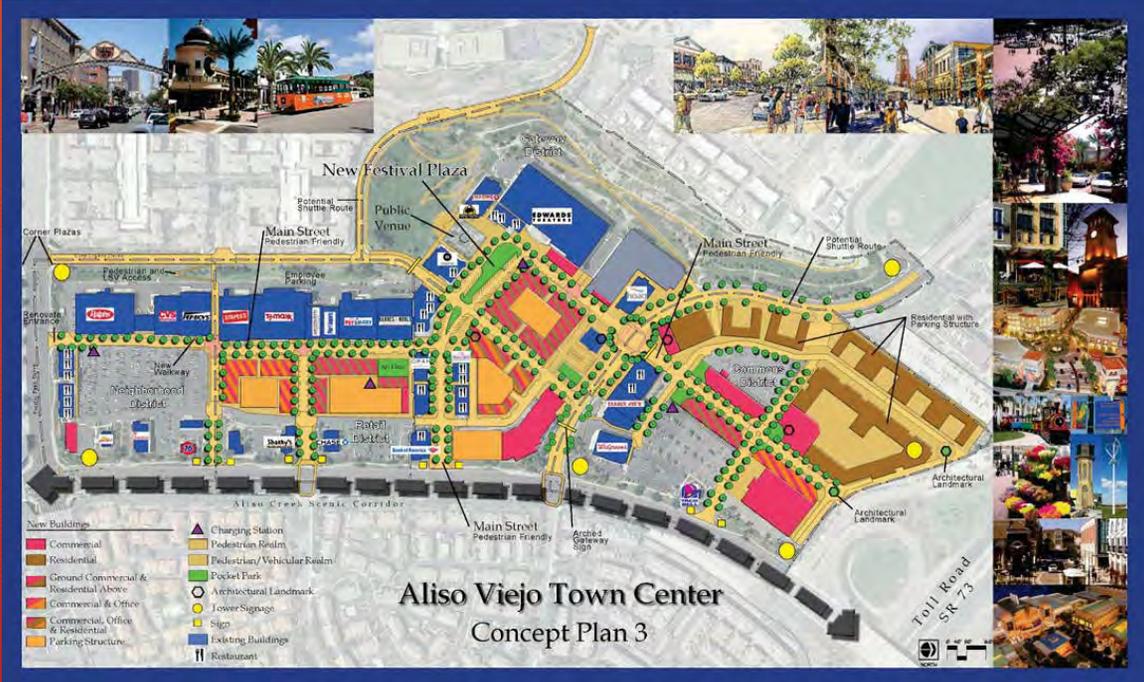
Concept Plan 2

- The Commons District
- The Gateway District
- The Retail District
- The Neighborhood District
- Intersections Capacities
- Parking



Concept Plan 3

- The Commons District
- The Gateway District
- The Retail District
- The Neighborhood District
- Intersections Capacities
- Parking



Implementation Strategy Plan

- Parcel Map
- Parcel Map overlaid atop Concept Plan
- Competing Centers - Redeveloping and New
- City delivery of Project Entitlements and Developable Parcels
- Concept Plan and Design Guidelines creation and adoption
- Renderings
- Residential Market Study
- Detailed Economic Model and Developer Pro Forma
- Appraisals for new developer conveyance parcels

Implementation Strategy Plan

- Parcel Map
- Parcel Map over layed atop Concept Plan
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Parcel Map overlaid atop Concept Plan



Implementation Strategy Plan

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- Appraisals for new developer conveyance parcels

Competing Centers

GRAND PLAZA

- Retail/Restaurant Core
- Large Central Open Space
- Patio and Arcade Dining Areas
- Outdoor Performance Area
- Water Garden
- Space for Festivals/Markets



Implementation Strategy Plan

- Parcel Map
- Parcel Map overlaid atop Concept Plan
- Competing Centers - Redeveloping and New
- City delivery of Project Entitlements and Developable Parcels
- Concept Plan and Design Guidelines creation and adoption
- Renderings
- Residential Market Study
- Detailed Economic Model and Developer Pro Forma
- Appraisals for new developer conveyance parcels

Implementation Strategy Plan

- City removal of some Parcel Title Encumbrances
- Strategic On the Border outparcel - City consider options
- City completion of negotiations with affected property owners and tenants
- City adoption of Town Center Specific Plan
- City marketing of Town Center revitalization
- Developer RFQ/RFP Process

Future Work

- Insertion of relevant Town Center Concept Plan concepts into 2035 General Plan
- Finalization of technical studies (90 days)
- Town Center Specific Plan, with environmental documentation (6 months)
- Parcel consolidation work (12-18 months)

City of Aliso Viejo

Agenda Item



DATE: April 15, 2015
TO: Mayor and City Council
FROM: Karen Crocker, Community Services Director
SUBJECT: Conference Center Management Services Proposal -
Recommendation

Recommendation:

Authorize City Manager to enter into exclusive negotiations with ZGolf Food and Beverage Services for a five year contract for the management, operations and maintenance services of the Conference Center.

Fiscal Impact:

There will be no fiscal impacts at this time to enter into exclusive negotiations with ZGolf Food and Beverage Services for the management, operations and maintenance services of the Conference Center. However, the goal of the negotiations is to enter into a contract in which the City is no longer at risk of losing money.

Background:

As of July 1, 2015, the Conference Center will be in operation for six years. Out of the six years, KemperSports has been the contract management company for the past five years, since July 1, 2010. The previous operator during the first year (FY 2009-10) of operation was ClubCorp, who currently owns and operates the Aliso Viejo Country Club.

Discussion:

KemperSports is the current manager for the management, operations and maintenance of the Conference Center. The current management agreement with KemperSports will be expiring June 30, 2015. At the January 7, 2015, the City Council authorized staff to request proposals from other companies who manage and operate food and beverage banquet type of facilities, such as the Conference Center.

A Request for Proposal was prepared and sent out to 21 prospective companies. Four (4) prospective companies submitted proposals to manage, operate and maintain the Conference Center. An interview committee was formed where the proposals were reviewed and ranked. The top two proposals were submitted by KemperSports and ZGolf Food and Beverage Services. These two companies were invited for a personal interview with the committee. As part of the final interview process, City Council members were invited to attend individual site visits with staff at one of KemperSports managed facilities which is located in Carlsbad and a ZGolf Food and Beverage Service facility which is referred to as The Wedgewood Wedding and Banquet Center managed facility in San Clemente.

The City is seeking a contractor who can manage, operate and maintain the Conference Center at a high professional standard of quality and service; whereas, the City is not subsidizing the operation of the Conference Center. The City entered into the agreement with KemperSports to manage the facility starting July 1, 2010 with the goal that the Conference Center would be revenue neutral after three (3) years of operation. At the end of the fourth year which was June 30, 2014, there was a \$162,966 net loss of the Conference Center operations. Below is a financial summary of the past four years.

	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
Revenue	\$461,227	\$709,408	\$602,648	\$775,248
Expenses	\$693,762	\$868,726	\$862,050	\$938,214
Net Operations	(\$232,535)	(\$159,318)	(\$259,402)	(\$162,966)

These yearly net losses are being subsidized by the City's general fund. It is anticipated that the City will be subsidizing the Conference Center \$125,332 for the current fiscal year. So over the last 5 years, the City has subsidized the facility approximately \$940,000.

The proposal from KemperSports for the management of the Conference Center was submitted showing a decrease in management fees and the next five year forecast where the City will be have a surplus revenue starting in FY 2015-16. The surplus revenue is projected to range from \$18,246 during the first year to \$83,809 in the fifth year. KemperSports is willing to take a deduction in the management fee if there is a shortfall in projections at the end of each fiscal year.

ZGolf's financial projections in year one would be revenue neutral at a minimal, with a most likely projection of \$125,000 in net gain. ZGolf is also proposing a deduction in the management fee if there is a shortfall in projections at the end of each fiscal year.

Staff had conducted reference checks, with ZGolf being extremely impressive. Each one of the references raved at the high quality of professionalism and

standards as well as exceeding their financial expectations of operating their facilities. Every reference had shared that their facilities went from a net loss operation to a net gain operation once ZGolf took over the management and operations of their facilities. One quote was "We went from a nightmare to a blessing; we went from a negative operation to a \$300,000 windfall during our first year of operation". Another reference said they went from a losing operation to increased gross revenues of \$950,000 during the first year, \$1.8 million the second year and currently at \$1.9 million gross revenue for this current year.

ZGolf has a very strong marketing and customer service program which sets them apart from other competitors. They have a call center that is open seven days a week from 9:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m., Saturday and Sunday. Therefore, when someone from the public calls ZGolf to inquire about a Wedgewood Banquet facility, their calls are immediately answered. If they call after hours, their company's policy is that the call is returned within a 24 hour period. They also have on-site staff that is available for walk-in inquiries. ZGolf specializes only in banquet and food services not golf operations.

ZGolf averages 100 weddings a year per facility, in addition to other private and community events. They are engaged with the community where there are service clubs, school groups, Chamber of Commerce and other community groups utilizing their facilities during non-peak hours. The average number of events they have at their facilities which they manage are significantly higher than our bookings at the Conference Center. On average over the last 5 years, the Conference Center has averaged 29.8 weddings per year.

Based on the interview process, site visits, reference checks and the proven record of ZGolf-Wedgewood Wedding and Banquet facilities, staff is recommending negotiating a management agreement with ZGolf Food and Beverage Services for the management and operations of the City's Conference Center. Once the management agreement is negotiated it will be presented to the City Council at a future date in May for approval.



Karen Crocker
Community Services Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

City of Aliso Viejo

Agenda Item



DATE: April 15, 2015

TO: Mayor and City Council

FROM: David A. Doyle, City Manager

SUBJECT: ASSEMBLY BILL 1217 (DALY) – COMPOSITION OF ORANGE COUNTY
FIRE AUTHORITY BOARD OF DIRECTORS

Recommendation:

Direct the City Manager to send a letter on behalf of the City Council to Assemblyman Tom Daly and the OCFA Board of Directors expressing opposition to Assembly Bill 1217 unless the bill is amended.

Fiscal Impact:

There is no direct fiscal impact associated with the recommended action.

Background:

Since 1980, the County of Orange assumed responsibility for fire and paramedic services countywide. Over the years, the changing demographics and incorporation of cities underscored the need to consider transition to an alternate organizational structure that shared decision-making amongst the participants. In March 1995, the Orange County Fire Authority (OCFA) was formed as a new joint powers authority that serves 23 cities in Orange County and all unincorporated areas. The OCFA Board of Directors has 25 members consisting of 23 City representatives and two members representing the Orange County Board of Supervisors.

In addition to the Board of Directors, OCFA is comprised of committees designed to assist with the management and policy direction of the organization. The Executive Committee conducts all business of OCFA, with the exception of policy issues, including labor relations, budget issues and other matters specifically retained by the Board of Directors. The Executive Committee consists of no more than nine members of the Board of Directors. The Budget and Finance Committee advises staff and makes recommendations to the Board of Directors on matters related to financial and budget policies, development of budgets, designation of reserves, budget balancing measures, evaluation and development of plans to meet long-term financing needs, investment oversight and purchasing policies.

Discussion:

AB 1217 has been introduced by Assemblyman Tom Daly (D-Anaheim) to modify the composition of OCFA's Board of Directors and the representation by each member city. AB 1217 proposes to reduce the number of OCFA Board Members to 13 consisting of three County Supervisors and ten City representatives. The City representatives would be elected by an OCFA City Selection Committee which would be comprised of one representative from each City that contracts with OCFA. The ten City representatives are proposed to be elected as follows: one member from each of the five supervisorial districts would be elected on a "population weighted" basis; and one member from each of the five supervisorial districts would be elected on a "one city, one vote" basis. The remaining three members would be from the Orange County Board of Supervisors. The bill is proposed to go into effect January 1, 2018.

AB 1217 would significantly alter the form and makeup of the OCFA Board of Directors and impair the terms of the existing Joint Powers Agreement (JPA). Under the current JPA, the Board of Directors is empowered to amend the agreement and adjust the composition of the governing body through a two-thirds vote of all members. AB 1217 imposes changes to the JPA and places Board Members at risk of losing key contract terms that were specifically negotiated "by the members, for the members".

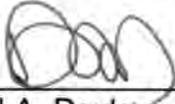
Even though the bill proposes selection of City representatives from each of the Supervisorial Districts, it does not account for the fact that the number of cities in each Supervisorial District is not equal. The chart below illustrates the inequitable distribution of member cities in the Supervisorial Districts.

District 1	District 2	District 3	District 4	District 5
<ol style="list-style-type: none"> 1. <i>Santa Ana</i> 2. <i>Westminster</i> 	<ol style="list-style-type: none"> 1. <i>Buena Park*</i> 2. <i>Cypress</i> 3. <i>La Palma</i> 4. <i>Los Alamitos</i> 5. <i>Seal Beach</i> 6. <i>Stanton</i> 	<ol style="list-style-type: none"> 1. <i>Irvine</i> 2. <i>Tustin</i> 3. <i>Villa Park</i> 4. <i>Yorba Linda</i> 	<ol style="list-style-type: none"> 1. <i>Buena Park</i> 2. <i>Placentia</i> 	<ol style="list-style-type: none"> 1. <i>Aliso Viejo</i> 2. <i>Dana Point</i> 3. <i>Irvine*</i> 4. <i>Laguna Hills</i> 5. <i>Laguna Niguel</i> 6. <i>Laguna Woods</i> 7. <i>Lake Forest</i> 8. <i>Mission Viejo</i> 9. <i>Rancho Santa Margarita</i> 10. <i>San Clemente</i> 11. <i>San Juan Capistrano</i>
<ul style="list-style-type: none"> ▪ Italicized text denotes cash contract city ▪ Asterisk denotes city in two districts and the smaller portion of city that would not be counted as part of that district for voting purposes under bill. 				

Conclusion:

It is recommended that the Council take a position of opposition to AB 1217. We believe it is more appropriate for the composition of the OCFA Board of Directors to be determined by local jurisdictions rather than mandated via State legislation.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachments: Assembly Bill 1217 (Introduced)

BILL NUMBER: AB 1217 INTRODUCED
BILL TEXT

INTRODUCED BY Assembly Member Daly

FEBRUARY 27, 2015

An act to add Section 6538 to the Government Code, relating to joint powers.

LEGISLATIVE COUNSEL'S DIGEST

AB 1217, as introduced, Daly. Orange County Fire Authority.

Existing law authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. Existing law authorizes the board of supervisors of any county to contract with any local agency within the county or with the state for services relating to the prevention and suppression of fires.

This bill would, as of January 1, 2018, require the Board of Directors of the Orange County Fire Authority, a joint powers agency, to consist of 13 members, each serving a term of 2 years. The bill would create the Orange County Fire Authority City Selection Committee to select 10 of those board members from cities that contract with the authority for fire protection services, as specified. The bill would additionally require 3 of the members of the Board of Directors of the Orange County Fire Authority to be members of the board of supervisors of the County of Orange.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Orange County Fire Authority.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 6538 is added to the Government Code, to read:

6538. (a) Notwithstanding any other law and notwithstanding the provisions of the joint powers agreement governing the Orange County Fire Authority, on and after January 1, 2018, the Board of Directors of the Orange County Fire Authority shall be composed of 13 members, as follows:

(1) (A) (i) One member from each of the five supervisorial districts of the County of Orange, elected by the Orange County Fire Authority City Selection Committee on a population weighted voting basis.

(ii) One member from each of the five supervisorial districts of the County of Orange, elected by the Orange County Fire Authority City Selection Committee on a "one city, one vote" basis.

(B) A city that is within more than one supervisorial district shall be considered part of the district where the highest percentage of the city's population resides. Under this circumstance, the entire city's population shall be used for population-weighted voting

purposes.

(C) Members elected pursuant to this paragraph shall be a mayor or a city council member of a city within the County of Orange, and shall serve for a term of two years. A member elected pursuant to this paragraph whose term on the city council or as mayor ends shall also cease to serve as a member of the board.

(D) The Orange County Fire Authority City Selection Committee shall consist of either the mayor or a member of the city council of each city that contracts with the Orange County Fire Authority for fire protection services.

(2) Three members of the board of supervisors of the County of Orange, selected by the board of supervisors, to serve a term of two years.

(b) Any member of the board serving as of the effective date of this section shall continue to serve until January 1, 2018, or until the expiration of his or her term, whichever is sooner.

SEC. 2. The Legislature finds and declares that a special law is necessary and that a general law cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the challenges faced as a result of the current governance structure of the Orange County Fire Authority.