

AGENDA

ALISO VIEJO CITY COUNCIL REGULAR MEETING
WEDNESDAY, MAY 20, 2015
7:00 P.M. PUBLIC MEETING / PUBLIC HEARINGS

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA



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

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

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

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

DAVID A. DOYLE
CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

MITZI ORTIZ
CITY CLERK

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

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

PRESENT:

ABSENT:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS

- A. [COUNCIL RECOGNITION OF OAK GROVE ELEMENTARY SCHOOL
TEACHER OF THE YEAR MARY MCEWAN-MULHERN](#)
- B. [COUNCIL RECOGNITION OF MEMBERS OF THE CITY'S COMMUNITY
EMERGENCY PREPAREDNESS ACADEMY](#)
- C. [LIFE SAVING AWARD FOR DOUG FLEMING AND DON PEDRO BUTLER](#)
- D. [OC HUMAN RELATIONS ANNUAL REPORT](#)

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 ITEM 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 – MAY 6, 2015 REGULAR MEETING](#)

RECOMMENDED ACTION: Approve the subject Minutes as submitted.

3. [ACCOUNTS PAYABLE](#)

RECOMMENDED ACTION:

1. Ratify accounts payable checks issued April 30, 2015 in the amount of \$143,339.26; and
2. Ratify accounts payable checks issued May 7, 2015 in the amount of \$196,106.19.

4. [AWARD CONTRACT TO SUNSET PROPERTY SERVICES FOR STREET SWEEPING SERVICES](#)

RECOMMENDED ACTION:

1. Award a contract to Sunset Property Services for street sweeping services for an initial term of 3 years;
2. Authorize the City Manager to execute the Agreement for Street Sweeping with Sunset Property Services; and
3. Direct Staff to finalize a modified sweeping schedule with Sunset Property Services and return to Council with the estimated costs and plan for implementation.

5. [OCTA M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT – STORMWATER LITTER CONTROL PROJECT PHASE IV](#)

RECOMMENDED ACTION:

1. Adopt a Resolution authorizing an Application for Funds for the Environmental Cleanup, Tier 1 Grant Program under Orange County Local Transportation Ordinance No. 3, for Stormwater Litter Control Project Phase IV;
2. Authorize the City Manager to appropriate \$111,180 in matching funds from the General Fund;
3. Authorize Staff to obtain quotes and select a contractor for the Stormwater Litter Control project Phase IV; and
4. Authorize the City Manager to execute the Stormwater Litter Control Project Contract for selected contractor.

6. [AGREEMENT WITH KOSMONT COMPANIES FOR ECONOMIC DEVELOPMENT CONSULTANT SERVICES](#)

RECOMMENDED ACTION:

1. Approve the Agreement with Kosmont Companies (“Kosmont”) for economic development consultant services; and
2. Authorize the City Manager to execute the Agreement with Kosmont.

END OF CONSENT CALENDAR

PUBLIC HEARING ITEM NOS. 7-8

7. [PA15-005 – CONTINUED REVIEW OF VERIZON WIRELESS' PROPOSED CONDITIONAL USE PERMIT FOR THE PLACEMENT OF SIX PANEL ANTENNAS ON A LIGHT POLE AT ALISO VIEJO COMMUNITY PARK PLUS A BASE STATION. THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER CEQA GUIDELINES SECTIONS 15301 AND 15302](#)

RECOMMENDED ACTION: Staff recommends the City Council adopt the resolution approving a conditional use permit for the placement of six panel antennas on a light pole at Aliso Viejo Community Park ballfield plus a supporting base station, and find the use categorically exempt under State CEQA Guidelines.

8. [RESOLUTION RELATED TO APPEALS FEE](#)

RECOMMENDED ACTION: Staff recommends the City Council continue the Public Hearing to June 17, 2015.

DISCUSSION ITEM NOS. 9-11

9. [APPROVE THE PROFESSIONAL SERVICES AGREEMENT FOR RECREATION AND COMMUNITY SERVICE PROGRAMS WITH THE BOYS & GIRLS CLUBS OF CAPISTRANO VALLEY](#)

RECOMMENDED ACTION: Authorize the City Manager to execute a Professional Services Agreement for Recreation and Community Service Programs with the Boys & Girls Clubs of Capistrano Valley for an annual contract amount of \$157,500.

10. [COMMUNITY ASSISTANCE GRANT FUNDING – FY 2015-16](#)

RECOMMENDED ACTION: Authorize the award of Competitive Grants funds as part of the City's FY 2015-16 Community Assistant Grant Funding Program.

11. [FIELD USAGE AT IGLESIA PARK UPDATE](#)

RECOMMENDED ACTION: Receive presentation from staff on the field usage at the newly renovated field at Iglesia Park

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 June 3, 2015.

City of Aliso Viejo

Agenda Item



DATE: May 20, 2015
TO: Mayor and City Council
FROM: Kelly Tokarski, KT Community Relations
SUBJECT: COUNCIL RECOGNITION TO OAK GROVE ELEMENTARY SCHOOL
TEACHER OF THE YEAR MARY MCEWAN-MULHERN

Recommended Action:

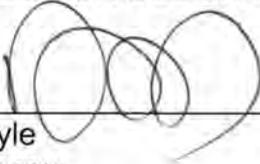
Present Ms. McEwan-Mulhern with a certificate of appreciation.

Summary:

Mary McEwan-Mulhern (A.K.A. Mrs. M&M) has taught in the Capistrano Unified School District for two decades. She began at Marco Forster Middle School teaching kids with learning disabilities in grades 7-8. After five years, she moved to Oak Grove Elementary School where she taught first through third graders with learning disabilities before moving to general education two years later. Mary has enjoyed the last decade at Oak Grove and says third grade is the perfect fit for her.

After working in the medical field with developmentally disabled people and attaining a bachelor's degree in art, teaching is Mary's second career choice. These life experiences have given her an affinity toward students with different types of learning styles and the desire to teach all learners in a challenging manner that reflects higher-order thinking from her students. Mary strives to create a classroom that is encouraging, celebrates progress and achievement and provides increasingly complex materials and activities. She hopes her scholars will leave third grade with a love for learning as well as an appreciation for the diverse world around them.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

City of Aliso Viejo

Agenda Item



DATE: May 20, 2015

TO: Mayor and City Council

FROM: Sarah Barker, Emergency Management Coordinator

SUBJECT: Council Recognition of Members of the City's Community Emergency Preparedness Academy

Recommended Action:

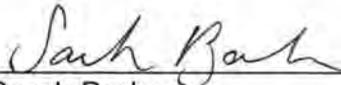
Present graduates of the City's Community Emergency Preparedness Academy (CEPA) with a Certificate of Recognition for successfully completing the program, and a Certificate of Appreciation to Doctor's Ambulance Service for sponsoring the program.

Summary:

This is the 11th year that the City of Aliso Viejo has offered its Community Emergency Preparedness Academy, which provides invaluable community outreach to educate residents in emergency and disaster preparedness. Residents learn basic skills to save lives and protect property when emergency services are not immediately available in the aftermath of a major disaster, and to help in more routine emergencies as well.

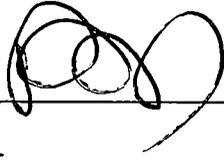
The program includes information on earthquake preparedness, family disaster planning, wildfire preparedness, fire safety and extinguishers, light search and rescue, first aid and CPR/AED, as well as a field trip to tour the Orange County Sheriff's Department Emergency Operations Center and Emergency Communications Bureau at Loma Ridge. The class ran for six consecutive Thursdays and one Saturday late March through early May and is free to residents and businesses.

This year's program includes 18 residents and the City is proud to present the graduating members with a Certificate of Recognition, and a Certificate to Doctor's Ambulance Service for sponsoring the program.



Sarah Barker
Emergency Management Coordinator

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 Doyle
City Manager

CITY COUNCIL MEETING OF MAY 20, 2015

PRESENTATIONS:

- C. LIFE SAVING AWARD FOR DOUG FLEMING AND DON PEDRO BUTLER –
ORAL PRESENTATION ONLY.

CITY COUNCIL MEETING OF MAY 20, 2015

PRESENTATIONS:

D. OC HUMAN RELATIONS ANNUAL REPORT – ORAL PRESENTATION ONLY.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
MAY 6, 2015, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Phillips called the Closed Session of the City Council of the City of Aliso Viejo to order at 6:34 p.m.

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

ABSENT: COUNCILMEMBER PHILLIP B. TSUNODA

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR / CITY
ENGINEER

PUBLIC COMMENTS: None.

CLOSED SESSION

1. **CONFERENCE LEGAL COUNSEL – ANTICIPATED LITIGATION**
Significant Exposure to Litigation Pursuant to Government Code Section
54956.9(d)(4)
Number of Cases: 1

The Closed Session adjourned at 6:54 p.m.

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

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

ABSENT: COUNCILMEMBER PHILLIP B. TSUNODA

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

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

PLEDGE OF ALLEGIANCE: Led by Sergeant Ray Ulmer.

SPECIAL PRESENTATIONS

A. **COUNCIL RECOGNITION OF DON JUAN AVILA MIDDLE SCHOOL TEACHER OF THE YEAR BECKY FRIEDLAND**

Mayor Phillips presented Becky Friedland with a Certificate of Recognition.

B. **RECOGNITION OF DEPUTY RAFIQ NABI BY MOTHERS AGAINST DRUNK DRIVERS**

Mayor Phillips introduced Lieutenant John MacPherson. Chief MacPherson recognized Deputy Nabi for his service to the community. Chief MacPherson introduced Renee Oakes (Mothers Against Drunk Driving) who presented Deputy Nabi with an award.

C. **WILDFIRE AWARENESS WEEK PROCLAMATION**

Mayor Phillips presented Battalion Chief Mike Petro with a Proclamation. Battalion Chief Petro commented on the importance of wildfire awareness.

ADDITIONS, DELETIONS, REORDERING TO THE AGENDA

None.

CONSENT CALENDAR ITEM NOS. 1-6

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

MOTION: MAYOR PRO TEM MUNZING MOVED AND COUNCILMEMBER CHUN SECONDED TO APPROVE CONSENT CALENDAR ITEMS 1 - 6, 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 – APRIL 15, 2015 REGULAR MEETING

Approved the subject Minutes as submitted.

3. ACCOUNTS PAYABLE

1. Ratified accounts payable checks issued April 9, 2015 in the amount of \$1,717,272.61;
2. Ratified accounts payable checks issued April 16, 2015 in the amount of \$100,691.16; and
3. Ratified accounts payable checks issued April 23, 2015 in the amount of \$127,358.36.

4. TREASURER'S STATEMENT – MARCH 2015

Approved the March 2015 Treasurer's Statement.

5. JOINT COOPERATIVE AGREEMENT FOR J01P28 OUTFALL URBAN RUNOFF TREATMENT FACILITY

1. Authorized the Mayor to execute Joint Cooperative Agreement D14-035 with the County of Orange; and
2. Authorized the appropriation of \$91,200 from the General Fund unreserved fund balance.

6. ON-CALL PARKING AND TRAFFIC ANALYSIS SERVICES

1. Awarded contract to KOA Corporation to perform on-call Parking & Traffic Analysis services;
2. Awarded contract to RK Engineering Group to perform on call Parking & Traffic Analysis services;
3. Authorized the City Manager to execute a professional services contract with KOA Corporation for an amount not to exceed \$75,000 as needed for a period of up to June 30, 2018; and

4. Authorized the City Manager to execute a professional services contract with RK Engineering Group for an amount not to exceed \$75,000 as needed for a period of up to June 30, 2018.

MOTION CARRIED 4-0-1 WITH COUNCILMEMBER TSUNODA ABSENT

END OF CONSENT CALENDAR

PUBLIC HEARING ITEM NO. 7

7. PA15-005 – REVIEW OF VERIZON WIRELESS’ PROPOSED CONDITIONAL USE PERMIT FOR THE PLACEMENT OF SIX PANEL ANTENNAS ON A LIGHT POLE AT ALISO VIEJO COMMUNITY PARK PLUS A BASE STATION. THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER CEQA GUIDELINES SECTIONS 15301 AND 15302

City Manager David Doyle introduced Planning Consultant Larry Lawrence who presented the staff report. Staff responded to questions regarding communications with property owner, approval process and height requirements. Applicant Ross Miletich provided additional information. Mayor Phillips opened the public hearing. There were no speakers. Mayor Phillips closed the public hearing.

MOTION: COUNCILMEMBER CHUN MOVED AND MAYOR PRO TEM MUNZING SECONDED TO CONTINUE THE PUBLIC HEARING TO MAY 20, 2015.

MOTION CARRIED 4-0-1 WITH COUNCILMEMBER TSUNODA ABSENT

DISCUSSION ITEM NOS. 8-9

8. DRAFT ANNUAL BUDGET FOR FY 2015-16

City Manager David Doyle introduced Finance Director Gina Tharani who presented the staff report. Staff responded to questions regarding Highway Users Tax projected revenue. No further action was taken.

9. HOTEL VIABILITY ECONOMIC ASSISTANCE PROGRAM

City Manager David Doyle introduced City Attorney Scott Smith who presented the staff report. Staff responded to questions regarding expansion of Renaissance Hotel, hotel market conditions and potential financial impact on the City.

MOTION: COUNCILMEMBER CHUN MOVED AND COUNCILMEMBER HARRINGTON SECONDED TO ADOPT RESOLUTION NO. 2015-13 MAKING CEQA FINDINGS PURSUANT TO PUBLIC RESOURCES CODE SECTION 21166 AND STATE CEQA GUIDELINES SECTION 15162 AND ADOPTING A HOTEL VIABILITY ECONOMIC ASSISTANCE PROGRAM.

MOTION CARRIED 4-0-1 WITH COUNCILMEMBER TSUNODA ABSENT

COMMUNITY INPUT

1. Nancy Conley expressed concern with realtor signs displayed throughout the City and height of wall at hotel construction site.
2. Robert Nahl presented a proposal for field renovation at Don Juan Avila School.

CITY MANAGER'S REPORT

City Manager David Doyle reported on news article related to Aliso Viejo achieving the highest entrepreneurial score in southern California; and Safewise ranked Aliso Viejo in top ten safest cities in California.

ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES

Councilmember Chun:

- Attended two TCA Meetings
- Attended Octane Conference
- Spoke at Soka University
- Commented on drop-off option on Deerhurst for high school students
- Commented on potential for public art display in Vantis development

Councilmember Harrington:

- Attended meeting with Capistrano Unified School District
- Attended South Orange County Watershed Committee Meeting

Mayor Pro Tem Munzing:

- Will be attending SCAG General Assembly
- Attended town hall meeting at California State University, Fullerton
- Attended Soka University International Festival

Mayor Phillips: None.

ADJOURNMENT: Mayor Phillips adjourned the meeting at 8:15 p.m. to the next regularly scheduled meeting of May 20, 2015.

Respectfully submitted:

Approved by:

MITZI ORTIZ, MMC
CITY CLERK

WILLIAM A. PHILLIPS
MAYOR

City of Aliso Viejo

Agenda Item



DATE: May 20, 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 April 30, 2015 in the amount of \$143,339.26 and
2. Ratify accounts payable checks issued May 7, 2015 in the amount of \$196,106.19.

Fiscal Impact:

Expenditures in the amount of \$339,445.45

Background:

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

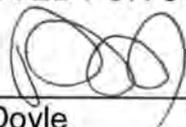
Discussion:

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



Gina M. Tharani
Director of Financial Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

Attachment: Accounts Payable Reports



Accounts Payable

4/30/2015

101 - GENERAL FUND

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
AFLAC	PP 7&8 CAFETERIA PLAN	414.26
UNITED OF OMAHA LIFE INSURANCE CO.	MAY'15 LIFE INSURANCE	731.88
		1,146.14
CITY MANAGER		
STAPLES ADVANTAGE	CM-ENVELOPES,FOLDERS	54.08
	CITY MANAGER TOTAL:	54.08
FINANCE		
FEDEX OFFICE AND PRINT SERVICES INC	2/11/15 ORANGE COUNTY GRAND JURY	22.63
SHEAKLEY PENSION ADMINISTRATION INC	MAR'15 ADMIN & ACH FEES	67.00
	FINANCE TOTAL:	89.63
NON-DEPARTMENTAL		
TOWNSEND PUBLIC AFFAIRS INC	MAY'15 CH CONSULTING SERVICES	5,000.00
INCONTACT INC	3/21-4/21/15 ACCT#3333	9.31
NIEVES LANDSCAPE INC	APR'15 AV RANCH LANDSCAPING	793.82
STAPLES ADVANTAGE	CEN-TONER,BINDER CLIPS,PAPER	442.18
DOCUMEDIA GROUP	N.V- BUSINESS CARDS	39.96
MICROSOFT CORPORATION	MICROSOFT 365 LICENSES	850.00
	NON-DEPARTMENTAL TOTAL:	7,135.27
C. S. ADMINISTRATION		
PREMIER AQUATIC SERVICES	4/18/15 TWILIGHT CAMP COORDINATION	3,200.00
THE PERFECT IMPRESSION INC	VOLUNTEER - WAKE UP KIT	725.28
STAPLES ADVANTAGE	COMM SRV- CERT HOLDERS, INK CART	213.33
GRACIELA DURAN	APR'15 MILEAGE REIMBURSEMENT	29.06
FRAN RATCLIFFE	FOUNDER'S DAY BANNERS	324.00
	C. S. ADMINISTRATION TOTAL:	4,491.67
IGLESIA PARK		
NIEVES LANDSCAPE INC	APR'15 IGLESIA PARK LANDSCAPING	3,382.24
	IGLESIA PARK TOTAL:	3,382.24
PLANNING		
STAPLES ADVANTAGE	PLNG - RETURN INDEX TABS	(1.99)
	PLANNING TOTAL:	-1.99
BUILDING		
STAPLES ADVANTAGE	BLDG-DATE STAMPS	82.46
	BUILDING TOTAL:	82.46
ENGINEERING (GENERAL)		
STAPLES ADVANTAGE	ENG-BATTERIES,STAPLES,INK CART	93.49
	ENGINEERING (GENERAL) TOTAL:	93.49
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE TREASURER-TAX COLLECTOR	APR'15 AUTOMATED FINGERPRINT ID SYSTEM	1,354.42
	LAW ENFORCEMENT-OTHER TOTAL:	1,354.42
	GENERAL FUND TOTAL:	17,827.41

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL

SONITROL GOLD COAST LP	CITY HALL ACCESS KEYS/CARDS	190.56
NIEVES LANDSCAPE INC	APR'15 CITY HALL LANDSCAPING	427.26
PACIFIC PARK II ASSOCIATION	MAY'15 HOA ASSESSMENT	329.40
	NON-DEPARTMENTAL TOTAL:	947.22
	GEN. FD-CITY HALL TOTAL:	947.22

Agenda Item 3-3

Vendor Name	Description (Item)	Amount
203 - GAS TAX		
STREET MAINTENANCE		
NIEVES LANDSCAPE INC	APR'15 MEDIANS LANDSCAPING	310.49
	STREET MAINTENANCE TOTAL:	310.49
	GAS TAX TOTAL:	310.49
<hr/>		
215 - PUBLIC SAFETY GRANTS		
LAW ENFORCEMENT-OTHER		
MOTOROLA SOLUTIONS, INC	POLICE MOBILE RADIOS & RECEIVERS	103,804.52
	LAW ENFORCEMENT-OTHER TOTAL:	103,804.52
	PUBLIC SAFETY GRANTS TOTAL:	103,804.52
<hr/>		
225 - INTEGRATED WASTE MGMT FD		
GEN-BEV CONTAINER RECYCLE		
MARTIN LOCK AND SAFE CO.	6 MASTERLOCKS & 6 KEYS	95.03
	GEN-BEV CONTAINER RECYCLE TOTAL:	95.03
	INTEGRATED WASTE MGMT FD TOTAL:	95.03
<hr/>		
241 - TECHNOLOGY FUND		
GEN-TECHNOLOGY GRANTS		
SIGMANET INC.	DATA CENTER PHASE 2 LABOR- BILLING # 2	7,867.65
	GEN-TECHNOLOGY GRANTS TOTAL:	7,867.65
	TECHNOLOGY FUND TOTAL:	7,867.65
<hr/>		
261 - CITY FAC.-AQUATIC CENTER		
MICON CONSTRUCTION INC	APR'15 SPLASH PAD CONSTRUCTION RETENTION	(535.00)
		-535.00
GEN-AQUATIC CENTER		
MAGIC JUMP RENTALS ORANGE COUNTY LLC	3/7/15 BOUNCE HOUSE RENTAL-AQ KICKOFF EVENT	1,644.00
ACCESS LOCK SYSTEM INC	5 KEYS FOR AQUATIC CENTER	133.26
MICON CONSTRUCTION INC	APR'15 SPLASH PAD CONSTRUCTION	10,700.00
	GEN-AQUATIC CENTER TOTAL:	12,477.26
	CITY FAC.-AQUATIC CENTER TOTAL:	11,942.26
<hr/>		
311 - STREET IMPROVEMENTS		
STREETS & HIGHWAYS		
AMERICAN REPROGRAPHICS COMPANY LLC	CIP 092 BID SPECIFICATION COPIES	472.75
	STREETS & HIGHWAYS TOTAL:	472.75
	STREET IMPROVEMENTS TOTAL:	472.75
<hr/>		
332 - STORM WATER		
DRAINAGE IMPROVEMENTS		
FEDEX OFFICE AND PRINT SERVICES INC	3/17/15 SCE DELIVERY DAIRY FORK PROJECT	20.20
FEDEX OFFICE AND PRINT SERVICES INC	3/17/15 OC PARKS DELIVERY DAIRY FORK PROJECT	25.75
	DRAINAGE IMPROVEMENTS TOTAL:	45.95
	STORM WATER TOTAL:	45.95
<hr/>		
711 - DEPOSIT ACCOUNTS FUND		
FEDEX OFFICE AND PRINT SERVICES INC	#2190 3/20/15 RJM DELIVERY	25.98
		25.98
	DEPOSIT ACCOUNTS FUND TOTAL:	25.98
<hr/>		
	GRAND TOTAL:	143,339.26

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	17,827.41	17,827.41

Fund Summary

Fund	Expense Amount	Payment Amount
102 - GEN. FD-CITY HALL	947.22	947.22
203 - GAS TAX	310.49	310.49
215 - PUBLIC SAFETY GRANTS	103,804.52	103,804.52
225 - INTEGRATED WASTE MGMT FD	95.03	95.03
241 - TECHNOLOGY FUND	7,867.65	7,867.65
261 - CITY FAC.-AQUATIC CENTER	11,942.26	11,942.26
311 - STREET IMPROVEMENTS	472.75	472.75
332 - STORM WATER	45.95	45.95
711 - DEPOSIT ACCOUNTS FUND	25.98	25.98
Grand Total:	143,339.26	143,339.26



Accounts Payable

5/7/2015

101 - GENERAL FUND

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
TYLER TECHNOLOGIES-INCODE DIVISION	FY15-16 ANNUAL SOFTWARE MAINTENANCE	6,864.96
CALPERS RETIREMENT	PERS RETIREMENT PP 07	10,087.32
ALLIANT INSURANCE SERVICES INC	FY15-16 CRIME INSURANCE POLICY	700.00
CALPERS RETIREMENT	CC PERS RETIREMENT PP 04	194.24
R L CLOTWORTHY CONSTRUCTION INC	REFUND- P#73139 RL CLOTWORTHY CONST	237.29
		18,083.81
CITY MANAGER		
GLENN YASUI	GY- 3/12-4/28/15 MILEAGE REIMURSEMENT	75.12
	CITY MANAGER TOTAL:	75.12
ECONOMIC DEVELOPMENT		
KELLY TOKARSKI	APR'15 ECONOMIC DEVELOPMENT	123.75
	ECONOMIC DEVELOPMENT TOTAL:	123.75
FINANCE		
HDL COMPANIES	APR-JUN'15 PROPERTY TAX SERVICE	2,970.00
LANCE SOLL LUNGHARD LLP	GT & RS- 6/4/15 LSL GOV ACCT SEMINAR	180.00
GINA THARANI	G.T 4/15-4/17/15 MILEAGE REIMBURSEMENT	72.62
	FINANCE TOTAL:	3,222.62
NON-DEPARTMENTAL		
ARROWHEAD	APR'15 CITY HALL KITCHEN SUPPLIES	265.41
KELLY TOKARSKI	APR'15 COMMUNITY RELATIONS	2,378.75
KELLY TOKARSKI	APR'15 MAYOR OUTREACH	330.00
JOVENVILLE LLC	APR'15 AVX WEBSITE MAINTENANCE	300.00
ALISO VIEJO SELF STORAGE	MAY'15 OFF SITE STORAGE UNIT 535	385.00
AT&T CALIFORNIA	4/22-5/21/15 MAIN TELEPHONE LINE	1,031.10
AT&T CALIFORNIA	4/22-5/21/15 FIRE ALARM LINE	94.09
AT&T CALIFORNIA	4/22-5/21/15 MAIN FAX LINE	167.37
WILLIAM PHILLIPS	W.P- ELECTRONIC DEVICE/IPAD	791.04
COX COMMUNICATIONS ORANGE COUNTY	4/25-5/24/15 INTERNET SERVICE	79.20
	NON-DEPARTMENTAL TOTAL:	5,821.96
C. S. ADMINISTRATION		
US POSTAL SERVICE	FY14-15 CITY NEWSLETTER POSTAGE	2,000.00
COMMUNITY SERVICES NETWORK INC	SVUSD MAGAZINE SUMMER'15 AD-AVX	1,450.00
	C. S. ADMINISTRATION TOTAL:	3,450.00
PLANNING		
RK ENGINEERING GROUP INC	APR'15 AVTC GENERAL SRV AGREEMENT	3,345.00
ALBERT ARMIJO	AA- JAN-APR'15 MILEAGE REIMBURSEMENT	234.78
	PLANNING TOTAL:	3,579.78
STREET MAINTENANCE		
PV MAINTENANCE INC	APR'15 STREET MAINTENANCE	11,086.41
	STREET MAINTENANCE TOTAL:	11,086.41
LAW ENFORCEMENT-OTHER		
THE TOLL ROADS	3/10-4/9/15 TOLL ROAD CHARGES	260.00
RAY ULMER	RU- 4/14/15 VICTIMS RIGHTS CONF	50.00
LAWTECH PUBLISHING CO. LTD.	PENAL/VEHICLE CODE BOOKS	183.60
STAPLES ADVANTAGE	CP-PLANNER,BATTERY,MOBILE CHEST	219.28
VOYAGER FLEET SYSTEMS INC	3/25-4/24/15 MOTORCYCLE FUEL	525.08
DOCUMEDIA GROUP	BUSINESS CARDS FOR DEPUTIES	162.00
COUNTY OF ORANGE TREASURER-TAX COLLECTOR	FY 14-15 3RD QTR COMM CHRGR	930.75
	LAW ENFORCEMENT-OTHER TOTAL:	2,330.71
CRIME PREVENTION		
ALISO VIEJO SELF STORAGE	MAY'15 STORAGE RENTAL UNIT 75	345.00
JULIA SMITH	J.M-FOOD FOR DEPUTIES SOKA FEST	112.58
	CRIME PREVENTION TOTAL:	457.58

Agenda Item 3-6

Vendor Name	Description (Item)	Amount
ANIMAL CONTROL		
CITY OF MISSION VIEJO	FY14-15 4TH QTR ANIMAL SRV	60,410.50
	ANIMAL CONTROL TOTAL:	60,410.50
EOC		
SARAH BARKER	S.B- CEPA BREAKFAST FOR CPR CLASS	113.66
STAPLES ADVANTAGE	EOC- BOXES,INK CART,BINDERS	329.03
	EOC TOTAL:	442.69
GENERAL FUND TOTAL:		109,084.93
<hr/>		
203 - GAS TAX		
STREET MAINTENANCE		
PV MAINTENANCE INC	APR'15 STREET MAINTENANCE	85,317.19
MOULTON NIGUEL WATER DIST	APR'15 WATER BILL MTR#1683	67.74
MOULTON NIGUEL WATER DIST	APR'15 WATER BILL MTR#4551	81.08
MOULTON NIGUEL WATER DIST	APR'15 WATER BILL MTR#2551	55.25
	STREET MAINTENANCE TOTAL:	85,521.26
GAS TAX TOTAL:		85,521.26
<hr/>		
711 - DEPOSIT ACCOUNTS FUND		
KEYTE CONSTRUCTION	REFUND- P#73263 KEYTE CONSTRUCTION	1,500.00
		1,500.00
DEPOSIT ACCOUNTS FUND TOTAL:		1,500.00
GRAND TOTAL:		196,106.19

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	109,084.93	109,084.93
203 - GAS TAX	85,521.26	85,521.26
711 - DEPOSIT ACCOUNTS FUND	1,500.00	1,500.00
Grand Total:	196,106.19	196,106.19

City of Aliso Viejo

Agenda Item



DATE: May 20, 2015
TO: Mayor and City Council
FROM: Shaun Pelletier, City Engineer
SUBJECT: AWARD CONTRACT TO SUNSET PROPERTY SERVICES FOR STREET SWEEPING SERVICES

Recommended Action:

1. Award a contract to Sunset Property Services for street sweeping services for an initial term of 3 years; and
2. Authorize the City Manager to execute the Agreement for Street Sweeping with Sunset Property Services; and
3. Direct Staff to finalize a modified sweeping schedule with Sunset Property Services and return to Council with the estimated costs and plan for implementation.

Fiscal Impact:

The cost of the requested work is expected to be \$80,000 annually. Gas Tax Funds will be used to fund this work.

Staff will be returning to Council with costs to implement a modified sweeping schedule that will provide more convenient parking options on street sweeping days. This one-time cost could range up to \$120,000, mainly for new signage and public outreach.

Background:

R.F. Dickson has been providing street sweeping service in the City since July 2002. The existing contract with R.F. Dickson is due to expire on June 30, 2015.

The request for proposal (RFP) was sent to six vendors. The RFP provides for the same level of service as the current contract and requires sweeping twice per month. An alternate bid was also requested to provide a modified sweeping schedule to better accommodate residential parking.

By April 9, 2015, staff received the following three proposals for providing the street sweeping services.

<u>Company</u>	<u>Rate per Curb Mile</u>	<u>Alternate Rate per Curb Mile</u>
CleanStreet	\$32.25	\$29.75
R.F. Dickson Co.	\$16.19	\$19.44
Sunset Property Services	\$15.79	\$15.79

Discussion:

The City has received numerous complaints about the lack of parking in proximity to their home during street sweeping hours. As a result, the contractor was requested to provide an alternate schedule bid providing more convenient parking locations for residents on sweeping days.

Following a review of the proposals received along with the associated rates, staff is recommending award of contract to Sunset Property Services. The proposed service offers advanced fleet tracking and high level of customer service. Sunset has already provided some input regarding a modified schedule and it was also noted that there would be no increase in cost should a modified schedule be created. Sunset currently provides satisfactory service in Rancho Santa Margarita and Laguna Hills.

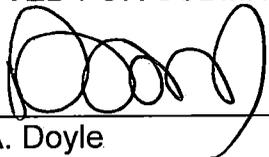
Staff is proposing to meet with representatives of Sunset and Police Services to discuss the current schedule and problems that exist with parking and associated enforcement. The RFP included the attached maps as possible changes to the schedule. Once a modified schedule is created that addresses the problems, staff will determine the costs to implement the schedule and return to Council for authorization to proceed. The main costs are anticipated to be for updated signage and outreach to the public regarding the change. Sunset will be directed to use the current schedule until any proposed changes can be implemented.

The contract will be for an initial three-year period with two one-year extensions at the City's option. Staff respectfully recommends award of the contract to Sunset Property Services.



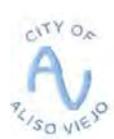
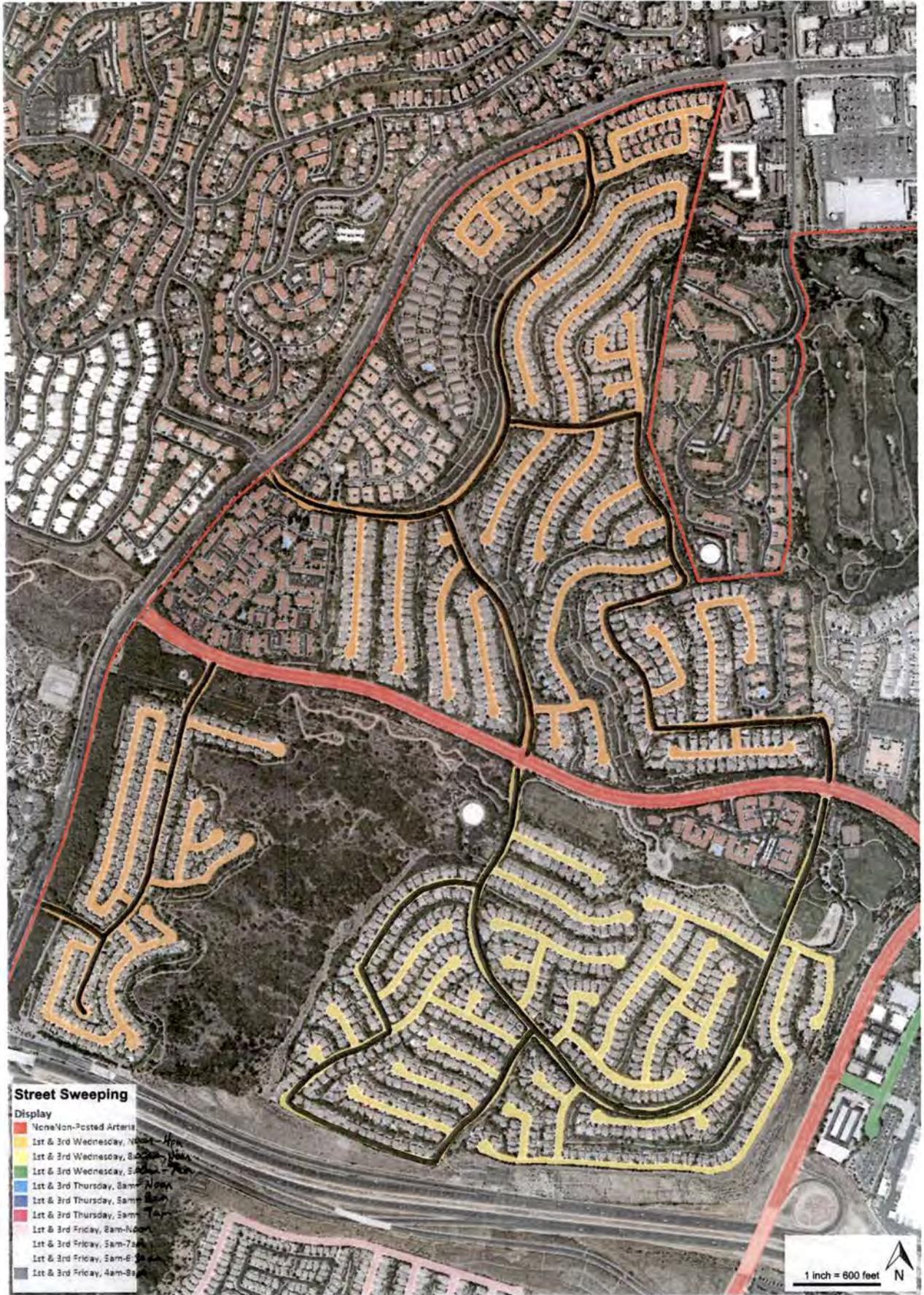
Shaun S. Pelletier
City Engineer

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL

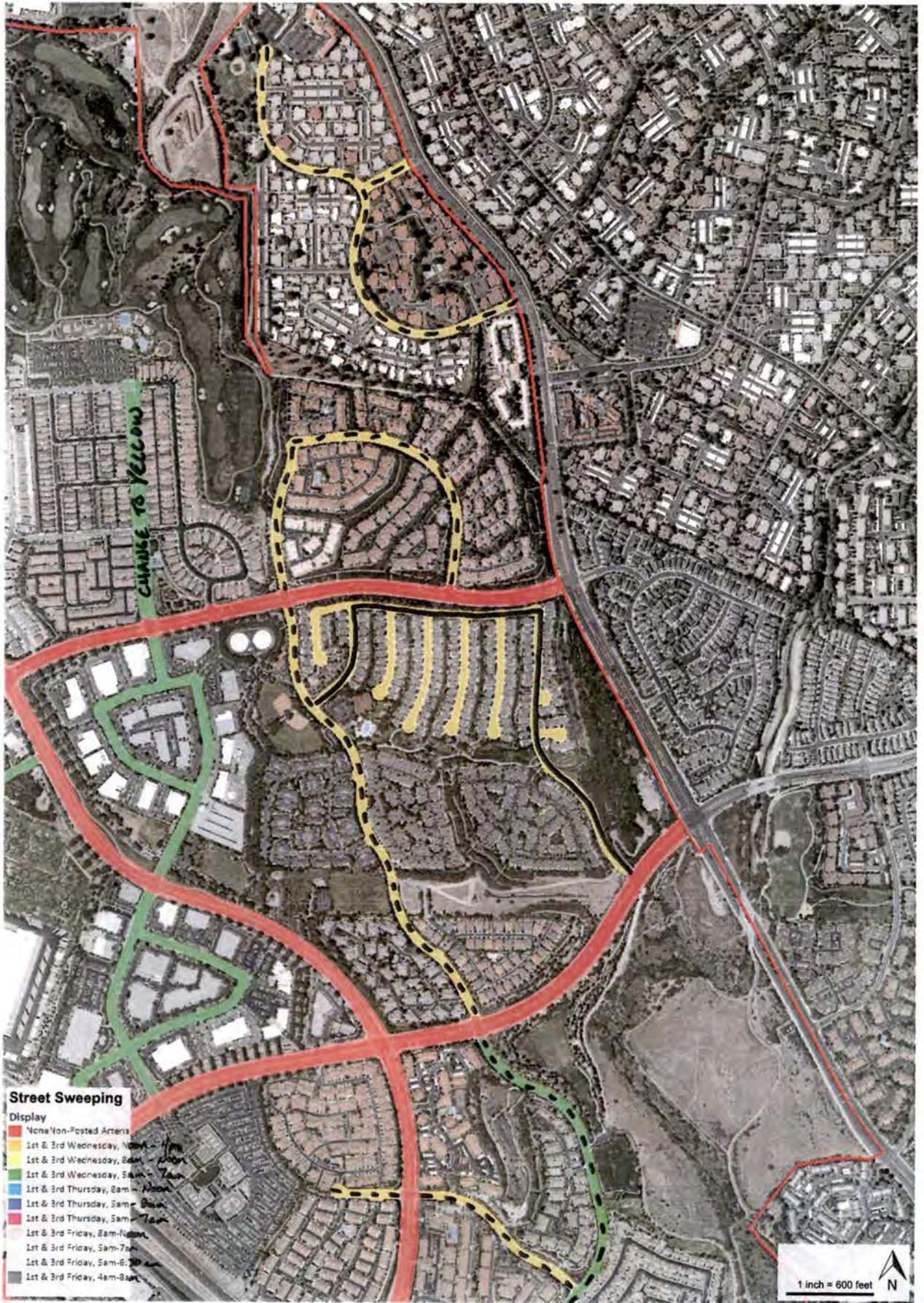


David A. Doyle
City Manager

Attached: Sunset Property Services Proposal
Agreement for Street Sweeping

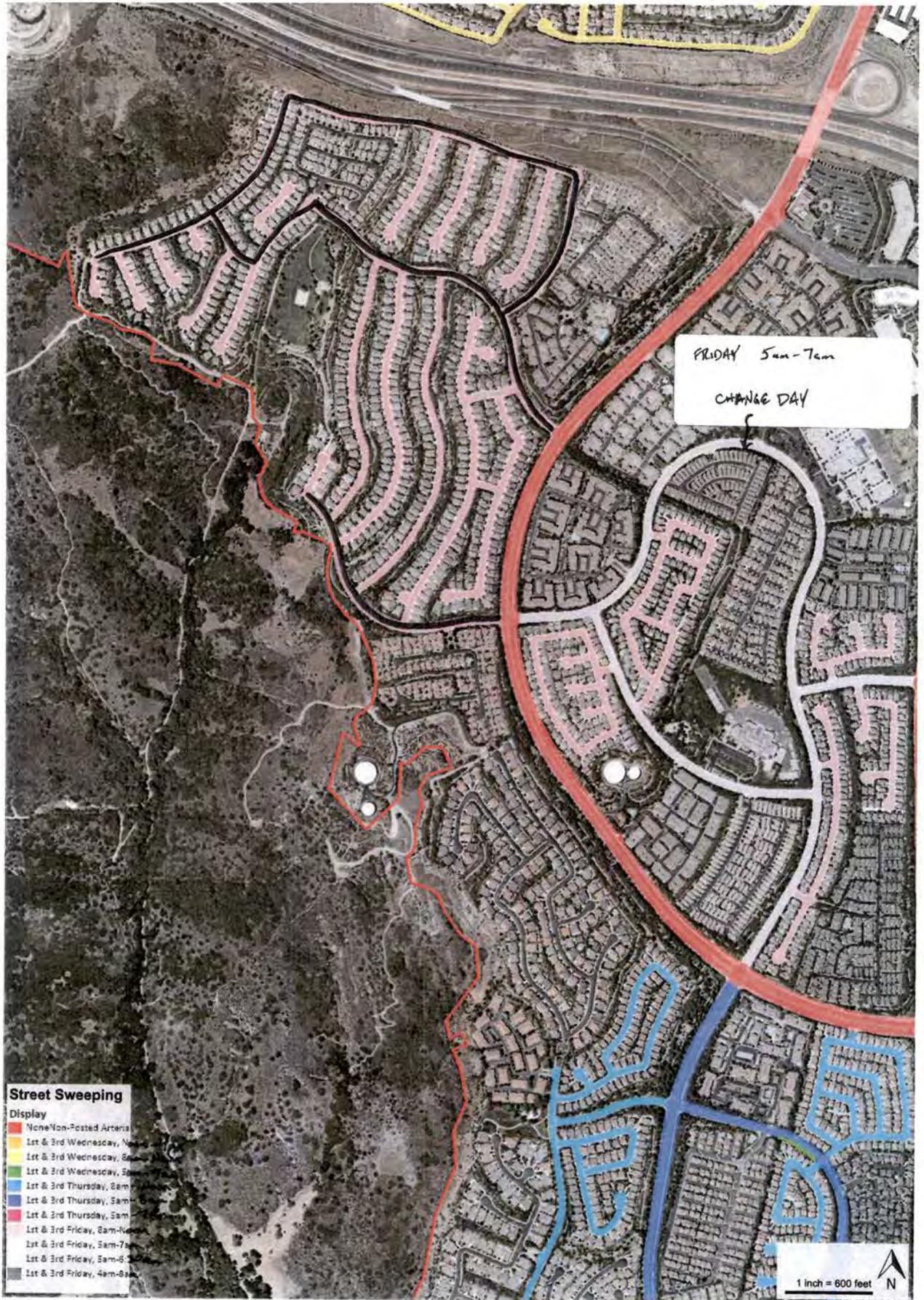


— ALTERNATE DAY



— ALTERNATE DAY

--- ALTERNATE SIDES ON SEPARATE DAYS

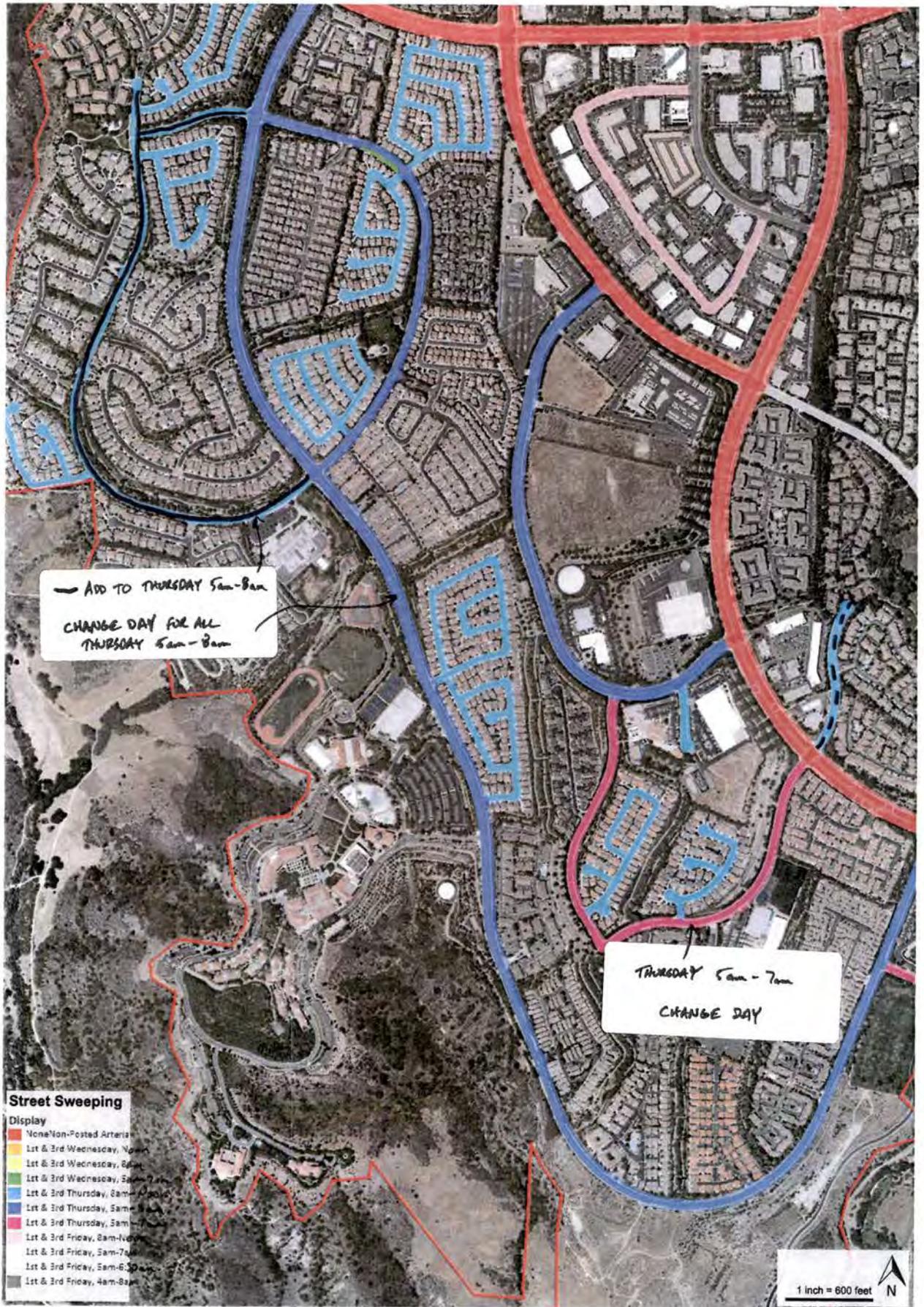


— ALTERNATE DAY





--- ALTERNATE SIDES ON SEPARATE DAYS



--- ALTERNATE SIDES ON SEPARATE DAYS



Sunset Property Services

CITY OF ALISO VIEJO
REQUEST FOR PROPOSAL
STREET SWEEPING RFP



Respectfully submitted to

Mr. Shaun Pelletier
City Engineer
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656

Due Date:
April 9, 2015

Setting the Standard
Since 1967

Table of Contents

- I. CITY OF ALISO VIEJO RFP 1
 - A. PROPOSAL LETTER 3
 - B. CONTRACT APPROACH..... 4
 - C. REFERENCES 7
 - D. EQUIPMENT..... 8
 - E. QUALITY CONTROL 9
 - F. INSURANCE 14
 - G. ENVIRONMENTAL POLICY 15
 - H. QUALIFICATION STATEMENT 17
 - I. ATTACHEMENT B – FEE PROPOSAL..... 19



Setting the Standard
Since 1967

April 1, 2015

Shaun Pelletier, City Engineer
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656

Subject: Request for Proposal—Street Sweeping Services

Dear Mr. Pelletier:

We are pleased to provide the city of Aliso Viejo with our proposal for street sweeping services. Sunset Property Services is a family owned and operated business and we are proud to be a part of the Orange County community where our office of operations has been located for over 34 years.

Sunset offers more than 48 years of experience and a substantial amount of comparable knowledge from our existing municipal contracts and client relationships. We are a proven provider of quality street sweeping services to many Orange County municipalities and strive to bring our high level of expertise, organization and commitment to our clients.

Our veteran team is eager for the opportunity to partner with your staff and bring our level of aptness our experience has garnered. Sunset goes unparalleled, not only in the proximity of our fleet and personnel headquarters to the city of Aliso Viejo (less than 15 miles away), but also in the variety and extent of services we can effectively and efficiently mobilize being so close. No other competitor can match us in the vast fleet and accompanying maintenance services that would be at the city's disposal. Our headquarters and fleet, with limited notice, can perform the task to the highest quality with little to no limitation on fleet availability or distance/time constraints.

Sunset provides the highest value and competitive pricing with the delivery of the highest quality service. Working with similar and neighboring municipalities for so many years ensures a seamless transition, quick turnaround, better communication and a cost effective execution. Our consummate experience and service familiarity has also allowed us to revolve around continued enhancements of service and community involvement, rather than just the required aspects. We are keen to bring these advancements to your current service while providing cost savings to the city.

We would like to thank you for your consideration of our proposal and look forward to the opportunity to establish a working relationship with the City of Aliso Viejo.

Company Representative: Andrea Howhannesian
16251 Construction Circle West, Irvine CA 92606 (949) 551-5151

Sincerely,

John D. Howhannesian
President

Orange County
16251 Construction
Circle West
Irvine, CA 92606-4412
(949) 551-5151
(949) 551-4371 FAX

Contract Approach

Sunset Property Services has an in depth and intimate understanding of the street sweeping requirements as set forth by the City of Aliso Viejo. Sunset further guarantees that the work performed under the contract will exceed the highest standards specified in the Request for Proposal and remain as such for the term of the contract.

All services outlined within the Scope of Work are within Sunset’s proven capability and understanding. We are already a seasoned provider of property services within the city of Aliso Viejo and are familiar with the city itself. Our years of experience and our Orange County location have allowed us many opportunities to hone our ability to integrate and perform for municipalities and commercial properties alike. Our expert operations team works to keep our clients actively informed on service status while functioning to provide innovative and precautionary measures to ensure the utmost level of safety, health and performance. Our management team places an emphasis on being in the field, not just behind a desk. We save our clients’ money by being the first line of communication for facility issues and are unequaled in our response time to any emergency or special need.

We utilize electronic work order reporting to document all aspects of a service from customer calls to special concerns. This detailed history keeps a progressive synopsis of our projects readily available to any personnel involved. This method of reporting provides an invaluable culmination of records on a per service level which can also be used to afford a larger picture of the areas of service. We are also able to provide complementary services instantaneously because of our wide range of services and centrally located fleet & crew. All services are provided in-house without subcontracting to ensure full accountability.

Additional Services

Sunset provides a wide array of complementary services available with a locally centralized crew and complete scheduling flexibility. Our range is inclusive of but not limited to:

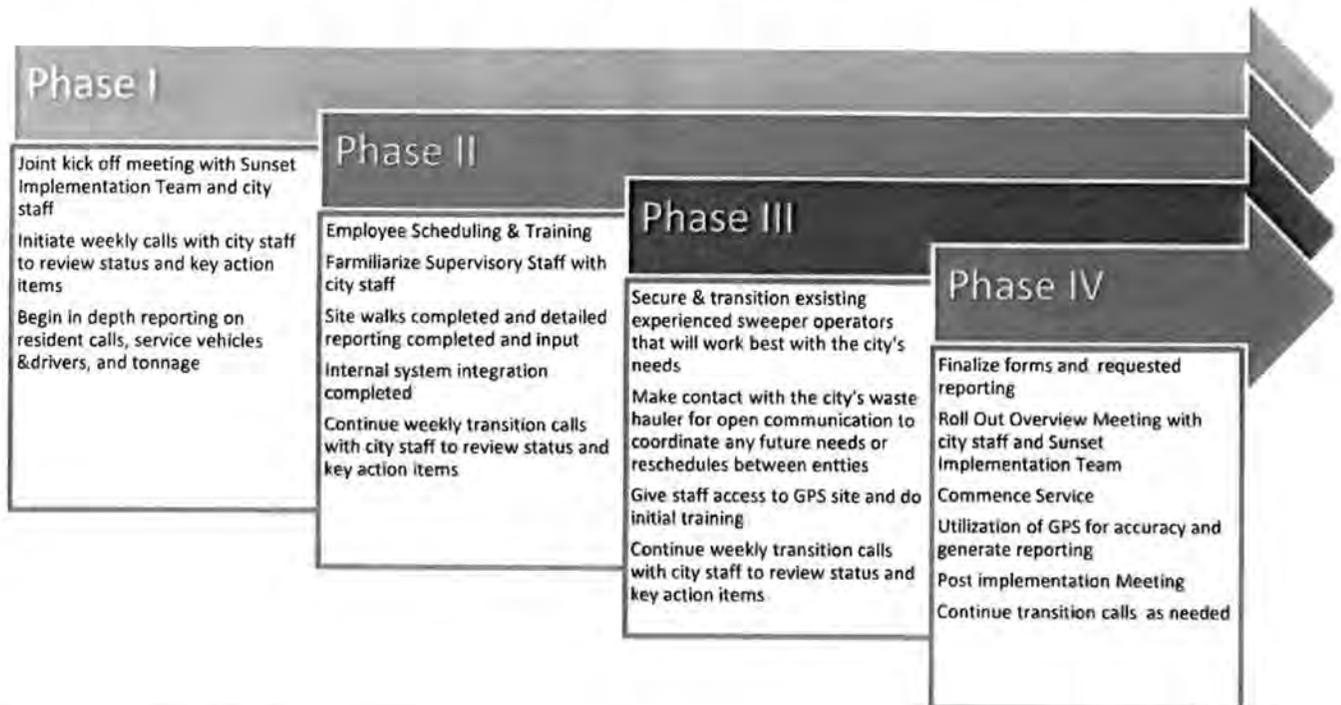
- | | |
|--------------------------------|---------------------------------|
| ❖ GRAFFITI REMOVAL | ❖ RD-2000 OIL ABSORBENT |
| ❖ SEALING | ❖ CUSTODIAL /DAYPORTER |
| ❖ AWNING CLEANING | ❖ PARKING LOT SWEEPING |
| ❖ HAULING | ❖ STREET SWEEPING |
| ❖ HYDROWASH/RECLAMATION | ❖ SPECIAL EVENTS |
| ❖ PRESSURE WASHING/RECLAMATION | ❖ CATCH BASIN CLEANING |
| ❖ WINDOW WASHING | ❖ CONSTRUCTION SITE CLEAN-UP |
| ❖ V-DITCH CLEANING | ❖ PARK BENCH/BUS BENCH CLEANING |

Transition Plan

Below are the guidelines and reporting highlights that have allowed us to be a seamless success when taking on large and expansive new projects:

- Maximize our labor potential by assigning key roles based on experience and skills
- Maintain daily reporting to guarantee all services are met
- High level real-time GPS monitoring on initial services to ensure proper execution by drivers
- Utilize our Quality Control program to locate areas with special needs or areas of concern
- Provide site walks by veteran management for better control

- Conserve energy through management of procedures and key personnel
- Report and analyze all aspects of the work performed and actively come up with new ways to better our services
- Constant communication with the client to follow up on needs and keep all needed personnel informed and minimizing learning curve while continuing to gather and address feedback
- Utilize technology for identifying all aspects of the project implementations to manage and assign tasks accordingly to design an efficient infrastructure
- Apply GPS reporting to compare serviced curb miles against billed curb miles
- Use extended county alternative fueling station for sweepers and monitor cost benefits



Implementation Plan

A breakdown of the city as a whole has already been carefully analyzed by the Sunset team. With our proactive approach, if Sunset were to be awarded the contract, we could propose even more cost effective measures to the city and be able to do any updates that the city deems necessary. Sunset is proficient in understanding that the more information given to residents and staff; the easier it is for us to service our cities. We would be more than happy to update existing mapping & street indexes to provide to residents & staff so they are more aware of their service dates. Sunset is also accustomed to working with trash haulers regarding service days and will help to augment service by working with staff and waste haulers to provide optimum days of service.

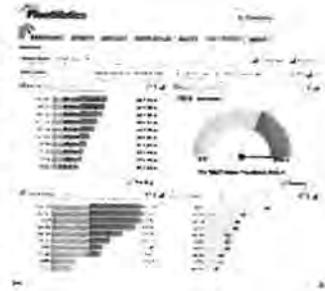
Considering the condition of Aliso Viejo's streets and that 58% is considered in the 86-100 PCI range as 'very good', Sunset's new TYMCO sweepers are the optimal choice to maintain the street's condition.

GPS Utilization

For over 9 years we have provided the benefit and accountability of GPS tracking on our entire fleet of vehicles to our clients. Sunset pairs physical quality checks with technological advances and in depth on demand reporting capabilities. Through our GPS we enable our customers to have access to real-time data and assurance of vehicle location. Our system also includes features that monitor everything from the speed to equipment activity. With this advanced supervising enabled through any internet connection, we can assert that our vehicles maintain the appropriate speed for optimum cleaning and can provide hard reporting to substantiate our affirmation.

Through our GPS, site and city transitions are easily obtained and real time monitoring can be affirmed so that the learning curve of new cities is non-existent. The other features of the GPS system provide a quick analysis to pinpoint inefficiencies on new accounts so that through our transition we can propose more effective ways to serve our clients.

Real-time quick mapping lets us see our fleet at a glance and dispatch according. We also know at all times where these vehicles are, what speed and direction they are traveling, the route they have taken and much more. Historical routing of each vehicle and the location at a specific time can also be retrieved and used for analysis. When Sunset promises a vehicle at a certain time and location, we can guarantee our prompt response and completion, even at obscure hours.



Our GPS system allows business rules to be entered so that we can immediately receive notifications of violations even outside of normal business hours. These alerts can even be received by phone or tablet to maintain full around the clock accountability and makes our ability to react to situations instantaneous. Alerts can be defined on: vehicle idle time, hard braking, hard swerving, fuel & oil level, engine data,

speeding against posted speed limit, maintenance and much more so that we can back our commitment to safety and performance with hard data.

Flexible reporting with a full suite of reports, ranging from very detailed to high level, are also processed quickly and automatically from the system. Run reports by vehicle, fleet, driver or team. All are generated in an easy-to-read format that can be printed, saved or set to send automatically to one or more recipients. Reporting is easy to use, but can be set up internally for our clients hassle free.



References

Name of Reference	City of Mission Viejo		
Address	27204 W. La Paz Road, Mission Viejo CA 92692		
Contact Name	Bruce Trexler	Title	Public Works Inspector
Telephone	(949) 470-8450	Email	BTrexler@cityofmissionviejo.org
Description	Citywide street sweeping and parking lot sweeping services to 500+ curb miles.		Date On-Going (Current)

Name of Reference	City of Rancho Santa Margarita		
Address	22112 El Paseo, Rancho Santa Margarita CA 92688		
Contact Name	Ehab "Max" Maximous	Title	Public Works Director/City Engineer
Telephone	(949) 635-1805	Email	EMaximous@cityofrsm.org
Description	Citywide street sweeping and parking lot sweeping services to 150+ curb miles.		Date On-Going

Name of Reference	City of Laguna Hills		
Address	2035 El Toro Road, Laguna Hills CA 92653		
Contact Name	Vince Cardona	Title	Public Works Supervisor
Telephone	(949) 718-3481	Email	VCardona@ci.laguna-hills.ca.us
Description	Citywide street sweeping and parking lot sweeping services to 250+ curb miles.		Date On-Going (Current)

Name of Reference	County of Orange - Unincorporated		
Address	2301 N. Glassell Street, Orange CA 92865		
Contact Name	Kris Ruiz	Title	Supervising Inspection Specialist
Telephone	(714) 955-0346	Email	Kris.Ruiz@ocpw.ocgov.com
Description	Countywide street sweeping and lot sweeping services to 450+ curb miles.		Date On-Going (Current)

Name of Reference	County of Orange – Countywide Bike Trails		
Address	1300 S. Grand, Building B, Santa Ana CA 92705		
Contact Name	Alicia Raish	Title	Maintenance Inspector/Specialist
Telephone	(714) 480-6510	Email	Alicia.Raish@ocparks.com
Description	Countywide trail sweeping and lot sweeping services to 50+ curb miles.		Date On-Going (Current)

Equipment

Equipment

We are proud to be able to provide the latest technology with our ever evolving and current fleet. For this contract we would utilize TYMCO 600 regenerative air sweepers with the proposed two primary sweepers and back-up.

Equipment Maintenance

Our vehicles undergo a regimented preventative maintenance program in-house to ensure the unit is functioning at its optimum efficiency. Sunset has a proficient team of onsite mechanics dedicated to servicing the fleet. A monthly preventative maintenance program is also strictly adhered to so that the vehicles are always running at the highest feasible level of optimum efficiency. Due to our fleet yard also being where our mechanics are based, our clients can expect clean running vehicles that are proactively treated and consistently monitored by our experienced and highly trained crew of mechanics. In case of emergencies, our location allows quick and direct access to our large and diversified fleet as well as quick dispatching of mechanics if ever necessary. Their specialized expertise with sweepers and maintenance vehicles keeps our fleet running at the optimal level. These vehicles also undergo daily checks on aesthetics to emphasize the image we reflect upon ourselves and the cities we serve.

Equipment Maintenance

With the water crisis in California, there has never been a more vital time for companies in our industry to look at its water practices. Not only does our state-of-the-art equipment adhere to the highest level of AQMD and PM10 certifications to keep our waters free of waste and harmful particulates, but we also heavily monitor our own water usage. Our meticulous reporting and extremely hands on approach with our specialized mechanics, keeps our fleet's functions running smoothly to mitigate degradation and waste. With our onsite mechanics and close work with engineers, we are always looking to utilize our valuable resources in the most proficient way while keeping consumption low.

Quality Assurance/QC Program

Quality Assurance/QC Program

We offer a customized set of processes for each scope of work, implemented seamlessly and reported consistently for quality assurance. Effective communication and fleet/vehicle monitoring and scheduling via GPS is an essential part of our success and the pervasive tool throughout our service integration and continuation. Utilizing technology, we adhere to a strict and thorough integration plan that has enabled us to become adaptive and successful when transitioning projects. The following actions are observed for new accounts:

- **Area/Site Analysis** – identify individual needs and highlight any potential areas that may require special attention
- **Pre-Service Team Brief/Assignment** – assess and communicate to teams directly assigned to the project any areas of special care and assign crew with strengths best suited for the needs of the project to guarantee accountability, stability and exceptional work
- **Establish History and Quality Control** – meet regularly to go over performance, initial feedback as well as review current methods and execution to ensure that each project is receiving specialized attention and that all crew members are fully aware of changes or modifications as necessary
- **Report** – as the eyes and ears of our clients, report back any potential problems or suspicious/irregular activity and recommend additional services as necessary according to the needs of the property
- **Familiarize and Nurture Growth** – reliability is key but continuing to analyze and discover fresh approaches or needs is the cornerstone to progress

Employee Benefit Program

Another pivotal point to the success of our business has been to create an incentive program for our crews. Part of quality assurance means proactively giving our crew the tools and encouragements to excel. Our program gives greater accountability to translate into a more effective workforce with greater benefits and a happier working environment. This positively impacts employees' conduct and performance to give greater value, savings and quality for our clients.

Corrective Action Plan

Sunset's procedure for corrective action currently utilizes our electronic Q.C. reporting system which is documented and communicated through our encompassing Work Order system. Sunset's supervisors and Q.A. personnel are trained to fill out an inspection report which is then delivered back to our main office and input electronically. If the reported results does not meet our high level of standards or there is a unique issue, a work order is opened and immediate action is taken. This simultaneously archives the report and creates an action plan accompanied with completion dates and a new inspection date. We are able to report and monitor the historical data in order to identify potential trends.

This process is multipurpose and carefully documents areas that need special care and are notes them for future reference. This can also integrate with our scheduling system to assert better

controls and easily identifiable service history. Our experience in other accounts allows for a cross check between new locations and veteran locations that already have an accumulation of data so we can distinguish areas to closely monitor before we even commence services. We regularly provide polls to residents to actively search for their feedback to confirm we are providing services to the best of our abilities and with resident high approval. Correspondence logs are also maintained and communicated to staff to keep a transparent log of any calls from residents. Our internal systems ensure that we comply with the contract time frames on all levels.

Accountability & Customer Service

At Sunset, we hold our work to the highest standards and we know that accountability is of the utmost importance. Our goal is to provide the highest quality service possible. In order to maintain accountability and quality we have a dedicated contract manager as well as a client services representative, that handles any requests or concerns that our clients may have. Additionally, we have an operations team that meets daily, headed by our director of operations, to discuss any issues, new requirements or concerns to ensure that everything is running smoothly. Service and direct contact to our team is available 24 hours a day, 7 days a week.

A proprietary work order system designed in house, creates electronic work orders to ensure that any special notes as well as basic information can be kept for reference. Client information is meticulously maintained to ensure that all documentation for the client is kept up to date and ready at any time for any potential needs or verification. Our accounting provides a customized and exhaustive breakdown of the city and the billing for each invoice cycle for fully disclosed communication and 100% accuracy. We want to ensure that accurate accounts are kept and recorded and that past information can be accessed at a moment's notice.

If special services or requests are made, outside of the scope of work, Sunset crews are prepared to handle any needs at any time. We believe we offer the best of both worlds; providing big company solutions with distinct personal touches.

Staffing**John D. Howhannesian, President/CEO**

John D. Howhannesian is the founding member of Sunset Property Services, a family-owned and operated business. Since 1967, he has been developing and expanding the scope of Sunset's business and service expertise. Sunset's exceptional client relationships, widely diverse service skill set and innovative approaches can be attributed to his passion and high principle.

Mr. Howhannesian brings intimate knowledge of the industry and a proactive approach to solving challenges with ideas that continue to positively impact the property maintenance industry. He leads his company as a proponent in furthering enhancements in the safety of our environment. At a young age, he felt a strong sense of stewardship towards maintaining a clean environment and as an entrepreneurial pioneer he wanted to set the standard for taking all aspects of cleaning into account; streets, water sanitation and even air quality. Recognizing the value of sustainability, Mr. Howhannesian was the first to introduce the concept of alternative fuel the industry in conjunction with TYMCO. This technology was implemented as a standard at Sunset well ahead of its time before it became a state mandate. He continues to be a proponent in furthering the enhancements of safety and sustainability through his 'green' philosophy which he has imparted onto his company.

With more than 45 years general management experience, he understands how each multifaceted layer of an operation functions on an innate level. He understands that, above building profit, being environmentally active and benefiting the community must be Sunset's primary goal. Mr. Howhannesian has passionately built a responsive organization that consistently delivers results by aligning company initiatives with business goals pairing quality with outstanding service.

Tracey K. Gould, CFO

Tracey K. Gould serves as CFO of Sunset. She is responsible for the oversight of the financial, human resources and information technology operations. Tracey has been with Sunset for 4 years and brings over 24 years of finance and administration experience in healthcare, technology and manufacturing companies. She has spearheaded many advancements in our financial endeavors and introduced new cost saving measures to provide quality excellence with the most value to our clientele. Her expertise is in improving and standardizing business processes to create cost efficiencies and effect and innovative use of technology. She also brings significant experience in organizational development, talent management, diversity and compensation and benefit programs.



Andrea Howhannesian, Director of Operations

Andrea Howhannesian is directly responsible for the daily operations and function of Sunset’s crews. She emphasizes a passion for technology, innovative advancements & consistently advancing systems to provide new solutions. Her first education has been gained from her emersion in the family business which she has been proud to be a part of for over 10 years. She has had the opportunity to work in many different aspects of the company to gain an encompassing knowledge of the business as a whole. She has worked closely with the municipalities serviced by Sunset to help in their advancement goals. Her involvement has allowed her to become preemptive with city needs and she has a passion for being fully immersed and understanding the distinctive mechanics of each. Her in-depth knowledge and the longevity of her experience enables her to provide a top to bottom account of a project for seamless transitions and planning to help project needs, communicate effectively and meet deadlines.



Rick DeAnda, Assistant Operations Manager

Rick DeAnda has been with Sunset for over 28 years, currently in his position as Assistant Operations Manager where, through his determination and tenacity beginning behind a sweeper helper, he earned and has grown into the operations area of expertise. His experience provides a keen eye for detail and also allows for us to present solutions to our clients and make suggestions of property needs. Rick brings a gamut of experience and perspective to the table for this contract. Having such a diverse and experienced background, Rick provides efficient and veteran solutions to day-to-day issues including managing personnel and coordinating resources for the benefit of Sunset clients.

Roberto Cisneros, Assistant Operations Manager

Roberto Cisneros is directly involved with the scheduling and routing of our municipal street sweeping crew. He oversees and inputs daily reporting on equipment, service times and concerns to ensure accountability and vigilance. His over 27 year tenure with the company has given him vast historical knowledge on past and current contracts and he gives a thorough and knowledge edge to the projects he oversees.



Angie Ramos, Contract Manager

Angie Ramos is the day-to-day liaison with our clients, while working closely with the Operations team in planning daily services and special client requests. She assists in the creation of all property specifications by preparing detailed documentation and knowledge on sites and scheduling. She also oversees the input and completion of all work orders that are processed through our system. Angie has been a member of the Sunset team for over 8 years.

Crews

Sunset takes pride in its accomplishments as a team and the dedication, as well as experience, of our crews. We value loyalty and consider all employees a part of the Sunset family. Sunset strives to maintain exceptional quality in our work as well as in our relationships with our crews and staff, evidenced by the average 10-year tenure of our employees. This is a direct result of our commitment to supporting our crews, implementing exceptional project strategy and our ability to pair quality with loyalty. Because of this, we currently have a staff of over 165 employees that is well trained and equipped to handle new projects and workloads. Their training and experience is an essential part of how Sunset seamlessly transitions new contracts.

Availability

Sunset assures access to a live and personally involved member of our team 24/7. Communication capabilities include cellular phones to all crew involved as well as push-to-talk functions so that there is immediate and continual contact to our crews. Our office can be contacted toll free at (949) 551-5151 between 8am-5pm and all after hour calls can be placed to the emergency lines provided which will be answered immediately by the operations managers assigned and directly involved in your city.

Analysis

Sunset has always strived to be the best, not necessarily the biggest. This mentality has enabled our company to utilize our senior and most experienced staff to always be available for our clients. The staff involved with the account from inception will always be involved during the daily operations. This ensures that we can effectively manage the nuances of the city's needs with a full knowledge base. Sunset will not sell you with one team and then quickly pass the account off to another. Our cities deserve the veteran experience our workforce has to offer. Our cities can always count on the fact that the personnel they call are familiar to them and have an intimate knowledge of the layout and requirements. Sunset guarantees that this account will be monitored by senior personnel 100% of the time.

Director of Operations



- Client Satisfaction
- GPS Oversight
- Process Improvement
- Quality Controls
- Reporting
- Site Management
- Training

Operations Managers



- Client Satisfaction
- GPS Oversight
- Process Improvement
- Quality Controls
- Reporting
- Site Management
- Training

Resource Allocation



- Garden Grove
- Municipalities
- Commercial
- COA/HOA

Insurance

Carrier: Hartford Insurance

Sunset would be compliant with the following coverage required for this contract as set forth in section B of the RFP.

Commercial General Liability - \$1,000,000 per occurrence

Automobile Liability - \$5,000,000 each accident

Worker's Compensation - \$1,000,000 per accident

Environmental Policy

Sunset Property Services is aware of its stewardship over the environment and its resources and is committed to being at the forefront of environmental leadership to reduce waste, emissions and use of harmful products. The company is concerned with both long-term and short-term effects of its business in relation to the environment. This applies to the chemicals contained in the cleaning products we supply, the way we handle waste disposal, and the activities of our staff at work.

From our rapidly growing alternative fuel and electric vehicle fleet, to the training and education on a personal level, Sunset covers all spectrums of eco-friendly practices. We actively train our employees in proper product, tool and vehicle usage to ensure that the optimum level of efficiency and health is achieved.

Sunset makes a commitment to provide time and effort to the initial reduction and eventual elimination of significant pollutants that arise from unavoidable product use and business functions.

This will include commitments to;

- reduce waste and consumption of materials, fuel and energy
- minimize the environmental effect of new developments and activities through strategic planning
- specify products that minimize environmental effects in production, use and disposal.
- reduce or eliminate the production of polluting releases into the environment
- comply fully with all legal requirements at every location where it is employed
- encourage full participation and commitment from all employees by carrying out appropriate training and rewards programs
- provide a safe and healthful workplace
- ensure that personnel are properly trained with the appropriate safety and emergency equipment and a customized on-site MSDS binder
- ensure that where legislation does not exist, the company set their own standards incorporating best industry practice in comparable activities
- utilizing green waste facilities whenever possible
- practice safe water practices and monitor consumption to keep at a minimum impact

Sunset truly believes in partnering with our clients to achieve our collective 'green' goals. Consistent monitoring of environmental policies and actions will be upheld to ensure Sunset not only meets any new standards but is also ahead of these forward environmental strives with new products and treatments that can benefit the health and cleanliness of the areas we serve. Clients will be advised about issues of relevance.

All the staff of Sunset Property Services will also be expected to implement this green policy in their work and will receive training to educate them in these matters.

Practical actions to be taken by staff will include:

- utilizing 'green' waste facilities as often as possible
- reusing paper products when applicable or disposing of them in our paper recycling zones

- educating clients, residents & personnel on the importance of conservation
- utilizing our on-site-sanitary drain to minimize pollutants in the storm drains
- keeping residents actively informed on days of service to reduce parked cars and optimize sweeping area

We continue our support of upholding and exceeding our commitment to the environment by purchasing equipment at our own cost that facilitates a sustainable future above the requirements. Equipment we employ in these endeavors includes our PM10 certified vehicles, our environmental certification on containment and reclamation of water utilized in our pressure washing services, our W.A.T.C.H. implementation and use of L.E.E.D. certified products.

The environmental team at Sunset will continue with its recycling efforts and drives to provide a healthy community along with a healthy environment. By continuing to educate, implement and reach out to our clients, Sunset will continue evolving environmental business practices and providing innovative solutions and/or updates. Sunset Property Services' management team will take responsibility to regularly review practices and policies that have a direct effect on the environment.

Qualification Statement

Pledge of Service**Product Quality and Service Excellence**

- Consistent, honest, total accountability & complete transition
- Consistent delivery of service excellence on past performance
- Immediate solutions
- The company's dedicated Quality Control schedule and personnel has been an important tool in maintaining resident satisfaction

Innovation & Equipment

- Around the clock real-time access to fleet GPS; including mapping, reporting & alerts
- The first vendor in the industry to introduce & utilize lower emission vehicles for services
- Dynamic & historical reporting paired with technology
- Innovative workshops for new products and technologies available for our aspect of work
- Sunset provides a wide range of vehicles to meet any service and emergency needs. Our localized hub gives us the edge for response time and accessible versatility
- With an advanced fleet comprised of PM10 certified vehicles and diversified crew at our disposal, we can customize our services to meet any variety of needs and highlight our capacity, capability and care.
- PM10 certified and BAH (broom assisted head) equipment are standard essential to our services to punctuate our standards on quality, versatility and health
- Longstanding experience with the special needs and precautions needed to properly sweep and maintain parking lot cleanliness and overall surface preservation

Certification/Qualification

- MBE (Minority Owned Business) Certified
- Small Business Enterprise
- L.E.E.D. certified

High Level of Responsiveness

- Because of Sunset's local corporate residence, 160+ crews and supervisors who are available 24/7/365 and optimal proximity to the City, Sunset continues to reduce response time to many aspects of contract sweeping such as emergency sweeps, special sweeps and even resident concerns
- Sunset's quick response time alleviates effort taken to resolve the issue, costs, traffic impediments and chances for injury
- Sunset has always met or exceeded response time

Lowest Total Cost of Ownership

- Demonstrated valuable service at fair pricing
- Competitive pricing due to low overhead while maximizing efficiencies

- Pride and involvement in the local county
- Sponsor and active participant in city events

Support of City Staff

- Sunset brings compliant equipment to the contract, with other state-of-the-art features which further reduce emissions, dust and water use above and beyond AQMD requirements and keeps informed on compliance needs and environmental benefits
- Maintain a high level of resident satisfaction to reduce staff's involvement
- Current research into implementing license recognition technology on the sweepers to instantaneously capture parking/traffic violations

Setting the Standard for a Greener Environment

- Sunset is a leader in our environmentally conscientious business practices
- True compliance – Sunset has never received a Notice of Violation from any regulatory agency
- LPG/CNG PM10 certified sweepers and L.E.E.D. certified cleaning products ensure all levels of our services have a 'green' touch; promoting both a healthy environment and sustainable future
- Alternative fuel is part of Sunset's business philosophy and an important part of our business systems since 1993 before state mandate as substantiated by TYMCO

ATTACHMENT "B"

FEE PROPOSAL
STREET SWEEPING SERVICES

The undersigned as proposer declares that he has carefully examined Attachment "A" Scope of Work Street Sweeping Services, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials and do all work required by the Scope of Work and Agreements.

Name of Company: Jonset Corporation dba Sunset Property Services
Address: 16251 Construction Circle West, Irvine, CA 92606
Phone/fax: Phone : 949-551-5151 Fax: 949-551-4371
Email: ahowhannesian@sunsetpropertyservices.com
Contact Person: Andrea Howhannesian, Director of Operations

Base Bid Rates:

- 1. Arterials \$ 15.79 Per Curb-mile per month
- 2. Collector/Residential \$ 15.79 Per Curb-mile per month
- 3. Emergency Work \$ 100.00 Per Hour

Alternate Bid Rates:

- 1. Arterials \$ 15.79 Per Curb-mile per month
- 2. Collector/Residential \$ 15.79 Per Curb-mile per month
- 3. Emergency Work \$ 100.00 Per Hour

The undersigned proposer further understands that the City of Aliso Viejo, California reserves the right to award all or any part of this bid without any obligation to the City. The City also reserves the right to waive any informality in proposals.

Name: John D. Howhannesian

Signature: 

Title: President/CEO

Dated: April 9, 2015

**CITY OF ALISO VIEJO
AGREEMENT FOR STREET SWEEPING**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Aliso Viejo, a municipal corporation of the State of California, located at 12 Journey, Suite 100, Aliso Viejo 92656, County of Orange, State of California, (hereinafter referred to as "City") and **Jonset Corporation, dba Sunset Property Services, a Corporation**, with its principal place of business at **16251 Construction Circle West, Irvine, CA 92606** (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **street sweeping** maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **street sweeping** maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **street sweeping** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **July 1, 2015 to June 30, 2018**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than **two** additional one-year terms.

Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

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

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

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

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

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

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

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

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims or (4) cross liability exclusion for claims or suits by one insured against another; or (5) contain any other exclusions contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$5,000,000 each accident.
- (c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
- (d) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

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

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

(A) The policy or policies of insurance required by Section 3.2.9.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to

liability and defense of suits or claims arising out of the performance of the Agreement.

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

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

(B) The policy or policies of insurance required by Section 3.2.9.2 (b) Automobile Liability shall be endorsed to provide the following:

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

(C) The policy or policies of insurance required by Section 3.2.9.2 (c) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

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

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

3.2.11 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of

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

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with

Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Forty Thousand dollars (\$240,000)** based upon the amounts shown on Exhibit "B" Fee Proposal Street Sweeping Services without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth in Exhibit "C" shall be adjusted each year at the time of renewal in accordance with the amount of increase set forth in Exhibit "C."

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

CONTRACTOR:

**Sunset Property Services
16251 Construction Circle West
Irvine, CA 92606
Attn: Andrea Howhannesian**

CITY:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: Shaun Pelletier, Public Works Department

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

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

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

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

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

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

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

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

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

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

specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

3.7 Declaration of Political Contributions.

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

CITY OF ALISO VIEJO

SUNSET PROPERTY SERVICES

By: _____
David A. Doyle
City Manager

By: _____
Name: _____

Attest:

Title: _____

By: _____
Mitzi Ortiz, MMC
City Clerk

By: _____
Name: _____

Title: _____

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

[INSERT SCOPE]

**SCOPE OF WORK
STREET SWEEPING SERVICES**

A. Background

The contractor provided services shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision, disposal costs, reporting costs, and all other items incidental thereto and to perform all work necessary as specified, for machine street sweeping. Contractor shall provide facilities for parking, maintenance, and storage of all equipment.

The primary objectives of the City of Aliso Viejo's street sweeping program are to:

1. Sweep twice monthly approximately 180 curb-miles of arterial roads and residential streets. This consists of:

1. Curb (right)	160 curb-miles
2. Painted Median	15 curb- miles
3. Raised Median	5 curb-miles

2. Maintain gutter flow lines in streets free of debris for free flow of water.
3. Maintain a state of cleanliness for road and pedestrian safety acceptable to the City.
4. Meet requirements of the Air Quality Management District (AQMD) and the San Diego Regional Water Quality Control Board (SDRWQCB).

B. Definition of Terms

1. Agreement/Contract

Terms "Agreement" and "Contract" are used interchangeable and shall mean this document and its attachments for the street sweeping of the City of Aliso Viejo

2. City

Term "City" shall mean the City of Aliso Viejo, California, its officers, employees, or representatives. The Director of Public Works/City Engineer or the designated City Contract Administrator shall serve as the primary point of contact on behalf of the City.

3. Contractor

Term "Contractor" shall mean the person, corporation, or partnership, its officers, employees or representatives performing street sweeping services under contract with the City.

4. Curb Mile

Term "curb mile" shall equal 5,280 feet, by length, and is the measurement used to determine compensation under this contract for street sweeping. Compensation shall be as follows: a street one (1) linear mile long with:

1. No medians would measure two (2) curb miles.
2. Raised/curbed median would measure four (4) curb miles.
3. Painted median would measure (3) curb miles.

A lane mile shall be 5280 feet in length and one lane in width.

5. Debris

Term "debris" shall mean all litter, rubbish, leaves, sand, dirt, silt, garbage, obstructions and all other foreign material to be removed from paved streets with a mechanical street sweeper.

6. Streets

Term "streets" shall mean all paved, dedicated public rights-of-way within the existing or future corporate limits of the City of Aliso Viejo.

7. Street Sweeping

Term "street sweeping" shall mean the removal, by mechanical street sweepers, of all debris from all portions of listed City streets, including but not limited to street intersections, the areas adjacent to curbs and raised medians, left-turn pockets between painted center striped medians of arterial streets, bull noses, dead spots and cross-gutters. Some locations may require curb-to-curb sweeping which shall be included in the same curb mile price.

8. Sweepings

Term "sweepings" shall mean all debris removed from streets, by street sweeping vehicles, equipment and tools.

C. Scope of Services

Contractor shall furnish all water required for performance of this contract by first making arrangements with the various governing water districts and shall pay all fees

and comply with all requirements thereof. Contractor acknowledges that all sweepers are equipped with, and all drivers instructed in the proper use of, approved hydrant wrenches and anti-surge/eddy valves. In the event Contractor encounters an inoperable or "dead" fire hydrant, Contractor shall report hydrant's condition and location to Moulton Niguel Water District within twenty-four (24) hours.

1. Routine/Scheduled Sweeping

This includes the regular, recurring sweeping of all arterial and residential streets on the current mileage inventory. Street sweeping of all streets shall be done on a twice-a-month basis in accordance with the area schedule.

2. Special Street Sweeping

Occasional sweeping required by Contractor shall include add-on scheduled and non-scheduled street sweeping of special events, spills, and unusual conditions or any other sweeping requested by the City not included in scheduled sweeping. Billing for special sweeping is based on an hourly rate with travel time included to and from nearest sweeper's location in accordance with the approved fee schedule and no additional compensation will be allowed therefore. The street sweeper shall temporarily postpone scheduled sweeping and respond immediately to the location. Contractor's response time shall not exceed one (1) hour once contact has been made to Contractor's office or field personnel by City staff. Scheduled sweeping will resume once special sweeping has been completed. Contractor will contact City personnel when special sweeping has been completed so location may be inspected and verified for cleanliness.

3. Emergency Sweeping

a. Occasional sweeping required by Contractor to include non-hazardous spills, accident clean-ups and unusual conditions, which would require non-scheduled after-hours, weekend and holiday responses. Responses to City-requested field location emergency sweeping shall be within one (1) hour of notification by City. Contractor shall provide City with name and phone number of contact persons for after-hours emergency sweeping. Emergency sweeping is between the hours of 4:30 p.m. and 7:30 a.m.

b. Response to Emergency Services. Contractor shall respond to City page/emergency request within fifteen (15) minutes of notification by City personnel. Failure to respond to request within time allowed shall invoke a failure to perform violation.

c. Emergency Response Time. Contractor shall have manpower, equipment and materials at designated location within two (2) hours from the time of work order issuance. Additionally, the Contractor shall respond

to emergency notifications from the City within 15 minutes for instructions by City staff. By submitting a proposal, the Contractor commits to being able to provide manpower and equipment on Saturdays, Sundays, holidays and overtime, when requested.

4. Re-sweeping

a. Re-sweepings are those required of the Contractor when, after inspection by the City, are deemed not to meet the stated performance standards, or when a street or section has been missed during the regularly scheduled street sweeping. Re-sweepings are completed at the expense of the Contractor. Contractor shall notify City representative when re-sweepings are scheduled and upon completion.

b. Response to re-sweepings shall be within twenty-four (24) hours after being notified by City representative and are to be completed at the expense of the Contractor.

c. High profile and safety-related residential re-sweepings, as determined by City, shall be completed prior to 3:30 p.m. the same day Contractor was notified by City representative.

d. Arterial re-sweeps shall be completed prior to 7:00 a.m. the following day after contact by City representative and are to be completed at the expense of the Contractor. High profile and safety-related arterial re-sweeping shall be completed prior to 3:30 p.m. the same day Contractor was notified by City representative. Evening sweeping may be permitted at the sole discretion of the City.

5. Sweeping Practices and Standards of Performance

a. Areas of street. Areas of street shall include curb lines along both sides of the roadway or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted median, painted left and right turn pockets, and all intersection cross-gutters. Noses or ends of curbed medians and arterial intersection turn pockets and arterial intersection center areas and dead spots are to be maintained on the same frequency as the median or intersection for which they are associated and included in the curb mile price. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and free of debris on scheduled arterial sweeping days. Excluded from areas to be swept are those that would cause damage to the equipment used. While Contractor is normally responsible for the 8' strip (sweeper width), curb to curb sweeping, an additional width of street may need to be swept at some locations due to unforeseen circumstances and shall be included within the curb mile price.

b. Flow of Traffic. Sweeping shall be accomplished in the same direction as traffic flow at all times during sweeping.

c. Water. Water shall be used during all sweeping operations to minimize dust except when requested by City staff. Water costs shall be borne by the Contractor.

d. Warning Devices. Vehicles shall be equipped with top-mounted warning lights (rotating or beacon) visible for 360° or comparable traffic safety lights when sweeping. A rear-mounted left/right arrow stick shall be required for arterial and bike lane sweepers.

e. Sweeping Speed. Sweeping speed shall be adjusted to street and debris condition with a maximum speed of eight miles per hour (8 MPH). City streets swept while driver exceeds eight miles per hour (8 MPH) will be re-swept in their entirety at Contractor's expense. In addition, a verbal warning will be given for the first violation. A written warning will be given for the second violation, and a "Failure to Perform" notice will be issued upon the third violation. Contractor's drivers of street sweepers shall maintain good safety and driving records and use extreme caution during street sweeping.

f. Extra Effort. Sweeping shall normally consist of a single pass over an area, however, the Contractor shall make additional passes or such extra effort as may be required to adequately clean the street. Heavy debris such as accumulations of silt, compacted dirt, leaves and similar debris shall be removed unless the removal cannot be accomplished without damage to equipment or infliction of personal injury. Extra effort will be required when sweeping equipment leaves a dirt/silt smear in its swept pathway. Extra effort will be strictly enforced during and after windy conditions and storm weather. The cost for any extra effort shall be included in the contract cost per curb mile.

g. Obstructions. Non-swept or non-sweepable items such as small tree limbs, palm fronds, rocks, silt, mud, trash and debris shall be removed from the sweeping path by the sweeping operator rather than going around it. Larger obstructions such as impaired vertical or horizontal clearance by tree limbs, construction or landscape contractor debris, etc. shall be immediately reported to City when the location cannot be swept. Contractor may go around homeowner landscaping debris, landscape maintenance vehicles, or construction debris only when all of the following conditions are met:

- 1). Source of debris is obvious and not natural accumulation. Debris should be bagged and disposed of by party responsible.
- 2) Contractor is not responsible for areas missed because of parked vehicles and other personal property such as toys, bicycles and

skateboard ramps. Contractor shall notify the City within twenty-four (24) hours when areas are not swept.

h. Level of Cleanliness. Contractor shall remove all loose debris obstructions and material normally picked up and removable by a fully operational mechanical street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. Debris swept onto residential and arterial driveway aprons, sidewalks, and access ramps will require additional passes by the sweeper operator. If debris cannot be re-swept, the driver/sweeping contractor will be responsible for the manual clean-up. Clean-up will be completed at time of occurrence at Contractor's expense.

6. Notification of Non-sweeping

Contractor shall provide City representative on a daily basis (when applicable) with list of all streets not swept when regular sweeping schedule is interrupted for any reason and shall deduct said street from the sweeping billing for that day. Contractor shall provide a list of non-sweepable streets to the City by facsimile machine or telephone by the end of the workday. The City shall notify the Contractor by phone on non-sweeping conditions due to inclement weather. The City's notification will serve as a non-sweep day and will not be paid for by the City unless an alternative sweeping schedule is coordinated by the Contractor and is submitted to the City for approval.

7. Quality of Sweeping

Street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears, and visual dust in accordance to the City's standards of cleanliness.

8. Disposal Requirements

Contractor shall divert at least 50% of all refuse and debris collected by his sweeping operations away from landfills. The cost for diversion and disposal, including any dump fees associated with disposal/diversion, shall be included in the contract cost per curb-mile.

D. Equipment

1. Equipment Requirements

Quality and quantity of the equipment used by Contractor for the sweeping of streets shall be sufficient to perform the work required herein within the hours of work specified herein, and an absolute minimum of two (2) primary

sweepers and one (1) back-up sweeper shall be available. Primary sweepers shall be a combination vacuum/broom function within the same unit and shall be used for the City under this agreement. The back-up sweeper shall be mobile or vacuum/broom equivalent and shall be made available in case of breakdown of primary sweepers. A total of at least three (3) sweepers shall be available to perform street sweeping services.

Vacuum/broom or vacuum-type sweepers shall be used for the scheduled sweeping of residential streets and arterial streets. All sweeping equipment used by Contractor for the City shall have the same curb-mile cost. All equipment used by Contractor for the City shall meet City requirements and standards. Contractor shall specify the type of equipment used.

2. Alternative Fuel Equipment

To improve the community's air quality standards, the City of Aliso Viejo prefers that alternative fuel vehicles be used in the sweeping of its streets. Contractors electing to use alternative clean-burning fuels shall provide test-proven documentation to verify the fuels clean-burning efficiency. All equipment used in performance of this contract shall be in compliance with South Coast Air Quality Management District Rule 1186. All proposals, documentation and literature shall be included with completed specifications and contract documents prior to closing date and time.

3. Equipment Identification

All vehicles shall have safety features and shall be painted a uniform color and shall bear legible letters the Contractor's name and the following wording:

"Contracted to Serve the City of Aliso Viejo."

"Street Sweeping Hotline – (949) _____"

4. Type and Capacity

Arterial and residential sweepers must be capable of sweeping a minimum eight-foot (8') width as measured from the outside edge of the gutter broom in a single pass along the curb. Street sweepers must have a minimum hopper capacity of three (3) cubic yards. At least one sweeper must be equipped with a left-gutter broom for median work; all others may be single or dual gutter broom machines. Contractor is required to have both mechanical broom type and vacuum/regenerative air or combination vacuum/broom (BAH) type municipal sweepers available for this contract. Alternative street sweepers will be considered if capable of meeting City requirements and standards. The type used in specific areas will be at the discretion of the City

providing performance standards are met. Sample types include Mobile broom sweepers, Tymco 600 regenerative air sweepers, and Tymco 600 regenerative air sweeper with a broom-assisted head (BAH) and their equivalents. The City maintains final determination of equipment adequacy.

Street sweepers used for bike lane and arterial street sweeping shall have an operational left/right arrow stick traffic control device mounted on the rear of vehicle's hopper. Additionally, a rotating 360° safety beacon or comparable traffic safety light is required to be placed on roof of truck cab or atop hopper. Sweeper equipment operators shall wear protective clothing, equipment, and an orange safety vest at all times.

5. Maintenance

Equipment shall be maintained both visually and operationally. Paint and body of street sweeper shall be maintained in good condition with no visible rust or body damage. Vehicle engines shall be routinely maintained as to insure a high level of service during all sweeping operations and must comply with all State of California Department of Motor Vehicles CAL-OSHA and all other applicable codes required by the state, county and City.

E. Work Scheduling

1. Scheduling Requirements

Contractor shall follow the sweeping schedule of residential and arterial streets as provided or approved by City with special emphasis on the requirements of schools. Subject to City approval, the Contractor shall arrange residential sweeping routes to sweep areas adjacent to elementary and middle schools during times of least traffic and parked vehicles. Contractor shall conform to sweeping schedules as noted on maps and logs pre-approved by the City. No changes in sweeping schedules will be allowed without the approval of the City. Contractor shall complete all sweeping per schedule; mechanical failures or personnel problems shall not be the acceptable reasons for failure to comply.

2. Hours and Days

All sweeping is to be done Monday through Friday except on City-observed holidays and holidays observed by City's franchised waste hauler. Some Saturday sweeping shall be required by Contractor for areas not swept due to holidays.

a. Residential streets. Street sweeping of residential streets shall occur on a twice-monthly basis Monday through Friday, 7:30 a.m. to 4:30 p.m., in

accordance with City street sweeping maps and logs. Residential street sweeping shall not be performed on trash collection day.

b. Arterial streets. Street sweeping for arterial streets shall occur on a twice-monthly basis Monday through Friday, 10:00 p.m. to 7:00 a.m. in accordance with City street sweeping schedule maps and logs.

c. Emergencies. Contractor shall respond to after-hour emergencies within one (1) hour of contact by City personnel. Contractor will provide telephone number(s) of contact personnel for after-hour emergencies between 4:30 p.m. and 7:30 a.m.

d. All extra non-scheduled residential and non-scheduled arterial street sweeping work shall be performed within twenty-four (24) hours upon notice by the City. All work deemed "emergency" by the City shall be performed the same day upon contact by the City within one (1) hour.

e. Streets with certain residential areas or adjacent to apartments, condominiums or other areas where all-night street parking is prevalent shall be swept after 9:00 a.m.

3. Holiday and Inclement Weather

Scheduled sweep shall not be canceled for inclement weather by the street sweeping contractor without approval of the City. During inclement weather a two-hour standby period between 7:30 a.m. and 9:30 a.m. will be observed before a scheduled residential sweep will be canceled. The City reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeping will not be allowed due to holidays, inclement weather and cancellations without the approval of the Director of Public Works/City Engineer. The City will communicate via phone the specific street locations throughout the day of locations where debris needs to be removed. This effort shall not affect the regularly scheduled sweeping.

F. Performance

1. Inspections and Handling of Deficiencies

Inspections will be performed by City personnel on a regular basis as well as spot checks and in response to complaints. Contractor shall meet monthly, within the maintained areas, with an authorized representative of the City for a drive through inspection. Said meeting shall be at the convenience of the City and may include residents of the community. In addition, drive through interim inspections may be required by the City. Any corrective work required as a result of a monthly inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City within (3) three days of the notification of the Contractors deficiencies.

2. Complaints

The City shall receive and process citizen service requests and complaints. City will notify Contractor of corrections and any re-sweeping required following complaints. Citizen complaints will be forwarded to the Contractor and the frequency of such complaints will be noted in any subsequent unsatisfactory reports which may be filed against the Contractor.

In the event that the results of a sweep are considered to be unsatisfactory, City will notify Contractor of exact location and description of deficiency. The Contractor shall re-sweep the unsatisfactory area at its expense within the time limits specified in Section C-4. High visibility or unsafe conditions will need to be swept immediately.

3. Failure to Perform

It is impractical and difficult to ascertain and determine the actual damage the City will sustain by reason of delay in performance; therefore, it is agreed that the Contractor shall forfeit and pay to the City the sum of \$500.00 for each calendar day completion is delayed beyond the time allowed, and such sum shall be deducted from any payments due or to become due the contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for delays caused by acts of God.

The City reserves the right to withhold payment for missed, incomplete or unsatisfactory sweeping performance. This clause may be used to enforce transfer site clean-up, Contractor response time, and contracts for special and emergency sweep notification.

4. Default

Repeated instances of failure to perform or continued disregard of the requirements of this contract shall result in cancellation of the contract.

Issuance of two (2) unsatisfactory reports to Contractor by City shall be deemed breach of this agreement and shall be grounds for City to terminate this agreement. In the event of such breach, City may, at its option, notify Contractor of City's intention to terminate this agreement.

5. Permits

Prior to the start of any work, the Contractor shall apply for applicable, no-fee, City permits. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive its usual encroachment permit fees.

6. Public Convenience and Safety

Traffic and Access. Contractor shall conduct Contractor's work to interfere as little as possible with public travel whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over private property involved, to obstruct traffic at the designated point.

G. Changes in Conditions

1. Changes

The City may at any time, by written order, direct that changes or extras may be made in the scope, specifications or route schedule in relation to this contract. If any such changes cause an increase or decrease in the cost of or the time required for performance of his contract, an equitable adjustment shall be made in Contractor's compensation or sweeping schedule and this contract shall be modified in writing accordingly and approved by the City hereto. Any claim by Contractor for any adjustment under this clause must be asserted within thirty (30) days after the date of receipt by Contractor of the notification of such changes. However, nothing in this clause shall excuse Contractor from proceeding with the performance of its obligations hereunder as so changed.

2. Additions or Deletions in Mileage

The Contractor and City will conduct mileage verification prior to the beginning of the contract term. Contractor will be compensated for the actual curb mileage swept.

Any changes to the mileage, inventory or maps may be made as the City accepts new areas or relinquishes areas currently swept. Upon written notification by the City, Contractor shall be required to accurately measure the curb-mileage and submit a written detail of the addition or deletion for approval. Upon approval, a written change order will be issued stating the effective date of the change. All changes shall be made at the contract curb-mile rate.

3. Waivers

Failure or neglect of either party to insist on the strict performance of any or all of the terms of this agreement or any of these specifications shall not be

considered as, or constitute a waiver of any term or condition of this agreement or of any performance required there under.

H. Communications

Contractor shall maintain an office staff reachable by phone within the 949, or toll free area codes, from 7:30 a.m. to 4:30 p.m. Monday through Friday except on legal holidays. Office staff shall have the capability of contacting sweepers and pickup equipment by 2-way radio or equivalent. Contractor shall provide the City with contact personnel and telephone numbers, where designated staff can be reached during non-office hours within fifteen (15) minutes of call origination (4:30 p.m. to 7:30 a.m.) to be used in emergency/after-hour call-outs.

I. Contract Administration

The City's Street Sweeping Services work will be managed by the Public Works Department. The City Engineer/Director of Public Works supervises the overall operations within the Department. A City contractor administrator will be assigned to manage the day-to-day operations, receive correspondence, contract administration, and approve monthly invoices.

The Contractor shall assign one primary point-of-contact for contract administration and contact with the City's contract administrator.

J. Compensation

1. Payment

Payment will be made on the basis of road curb miles times the amount bid per curb line mile for each category of road swept. The basis for determining road curb miles will be the City of Aliso Viejo Road Index.

For all of the services which the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor once each month a sum equal to the amount specified in Contractor's Proposal, or as amended by any subsequent adjustments thereto and provided hereinafter. The Contractor shall submit a detailed invoice. City, upon receipt and approval of an accepted invoice, will make payment within 30 days of receipt of invoice.

2. Method of Payment for Extra Work

The Contractor shall present to the City an itemized list of all extraordinary maintenance on a separate monthly invoice for extraordinary maintenance work performed during the previous month. The City shall compensate

Contractor within thirty (30) days of receipt of an itemized monthly invoice. The City shall compensate Contractor for such maintenance beyond the scope of routine maintenance according to the hourly rate listed in the fee schedule.

3. Adjustment of Payment

The street sweeping services shall be provided for an initial period of three (3) years. Contract may be extended at the option of the City on a year-to-year basis not to exceed two (2) additional years.

For the fourth and subsequent contract years the rates set forth in the contract may be adjusted upward or downward to reflect changes to the net percentage change in the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties calculated to the nearest tenth of a percent.

K. Bonds

Performance or Payment Bonds are not required for this service.

EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES
AND BOND REQUIREMENT

Contractor is to sweep streets per the scope of work twice monthly as shown by the schedule approved by the City.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from **July 1, 2018 through June 30, 2019**. The second renewal period shall be from **July 1, 2019 through June 30, 2020**.

Contractor is not required to provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement.

EXHIBIT "C"
COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

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

**FEE PROPOSAL
STREET SWEEPING SERVICES**

The undersigned as proposer declares that he has carefully examined Attachment "A" Scope of Work Street Sweeping Services, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials and do all work required by the Scope of Work and Agreements.

Name of Company: Jonset Corporation dba Sunset Property Services
Address: 16251 Construction Circle West, Irvine, CA 92606
Phone/fax: Phone :949-551-5151 Fax: 949-551-4371
Email: ahowhannesian@sunsetpropertyservices.com
Contact Person: Andrea Howhannesian, Director of Operations

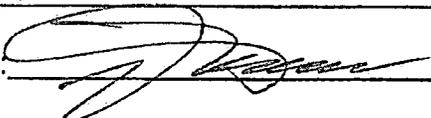
Base Bid Rates:

- 1. Arterials \$ 15.79 Per Curb-mile per month
- 2. Collector/Residential \$ 15.79 Per Curb-mile per month
- 3. Emergency Work \$ 100.00 Per Hour

Alternate Bid Rates:

- 1. Arterials \$ 15.79 Per Curb-mile per month
- 2. Collector/Residential \$ 15.79 Per Curb-mile per month
- 3. Emergency Work \$ 100.00 Per Hour

The undersigned proposer further understands that the City of Aliso Viejo, California reserves the right to award all or any part of this bid without any obligation to the City. The City also reserves the right to waive any informality in proposals.

Name: John D. Howhannesian
Signature: 
Title: President/CEO
Dated: April 9, 2015

City of Aliso Viejo

Agenda Item



DATE: May 20, 2015

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer
Moy Yahya, Environmental Programs Manager

SUBJECT: OCTA M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT -
STORMWATER LITTER CONTROL PROJECT PHASE IV

Recommended Action:

1. Adopt Resolution 2015-xxx – A Resolution of the City Council of the City of Aliso Viejo, California, Authorizing an Application for Funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3, for Stormwater Litter Control Project Phase IV; and
2. Approve \$111,180 in matching funds from the General Fund; and
3. Authorize Staff to obtain quotes and select a contractor for the Stormwater Litter Control Project Phase IV; and
4. Authorize the City Manager to execute the Stormwater Litter Control Project Contract for selected contractor.

Fiscal Impact:

The total project cost for the City's Stormwater Litter Control Project Phase IV is estimated to be \$311,179 for the installation and maintenance of catch basin filter inserts. If awarded, the grant amount will be \$199,999. The OCTA M2 Environmental Cleanup Tier 1 Grant Program requires a minimum local match of 25 percent. Staff is proposing a local match of \$111,180 (36 percent), or \$11,180 annually. The local match consists of maintenance services and material over the 10-year life cycle of the filter inserts. The General Fund portion will be attributed to the Measure M2 maintenance of effort requirements for street and transportation expenditures. The matching will be paid over the course of 10 years through the street and storm drain maintenance contract currently held by PV Maintenance. It should be noted that Actions 2-4 will only be executed if the grant is awarded.

Background:

On October 18, 2011 the City Council adopted a resolution authorizing an Application for Funds for the Environmental Cleanup, Tier 1 Grant Program under Orange County Local Transportation Ordinance No. 3 for Stormwater Litter Control Project. On April 4, 2012 and June 5, 2013 second and third resolutions were adopted for Round 2 and Round 3. The City was not awarded funds in Round 4 last year. The OCTA M2 Tier 1

Round 3. The City was not awarded funds in Round 4 last year. The OCTA M2 Tier 1 Grant Program consists of funding litter control and pollution prevention projects including purchases and upgrades to existing catch basins with BMP's, such as catch basin screens, filters, inserts and other low flow diversion projects. This fifth call for projects makes approximately \$2.8 million available in FY 2015-16, with a maximum grant amount of \$200,000 per project. The submittal of the application requires adoption of the attached resolution. Staff submitted an application for this grant on May 13, 2015. OCTA anticipates the board will review and approve programming recommendations in summer of 2015.

Discussion:

The proposed project includes the installation of catch basin filters on 109 catch basins within high priority drainage areas in the Aliso Creek Watershed. The filters will remove trash and sediments and prevent them from reaching the creek. This in turn will also reduce the concentration of pollutants and eventually reduce their impact on the creek.

The City was awarded this grant during the call for projects in 3 of the previous 4 years and has installed 194 catch basin filters. The City has also utilized Used Oil Grant funds for 4 more. There are a total of 594 City maintained catch basins.

The total project cost is estimated to be \$311,179 and includes the installation of the filter inserts, annual cleaning of the inserts for 10 years (expected product life), and filter replacements. The maintenance costs during the 10 years are estimated to be \$111,180 and will be utilized as the matching funds.

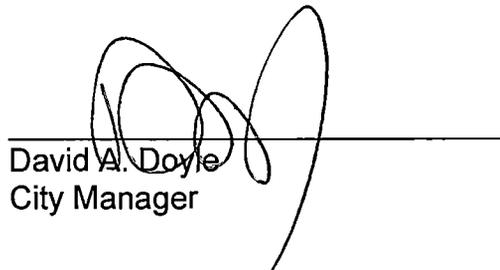
The schedule for this project, if awarded, will be as follows:

- Council approve obtaining quotes May 20, 2015
- Award of contract July 1, 2015
- Notice to Proceed August 1, 2015
- Start construction September 1, 2015
- Complete construction October 31, 2015



Shaun S. Pelletier
City Engineer

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachment: Resolution
 Grant Application

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR STORMWATER LITTER CONTROL PROJECT PHASE IV

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, Orange County Transportation Authority ("OCTA") has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Aliso Viejo possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and;

WHEREAS, by formal action, the City Council of the City of Aliso Viejo authorizes the nomination of Aliso Viejo Stormwater Litter Control Project Phase IV including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Aliso Viejo to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Aliso Viejo will maintain and operate the equipment acquired and installed for the Aliso Viejo Stormwater Litter Control Project Phase IV; and

WHEREAS, the City of Aliso Viejo will give OCTA's representatives access to and the right to exam all records, books, papers, or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of Aliso Viejo will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and ensure that the project is completed; and

WHEREAS, the City of Aliso Viejo will comply, where applicable, with provisions of the California Environmental Quality Act, the Nation Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations;

NOW, THEREFORE, BE IT RESOLVED that the **City of Aliso Viejo**, hereby authorizes the Environmental Programs Manager as the official representative of the City of Aliso Viejo to apply for the Environmental Cleanup, Tier 1 Grant Program for the Aliso Viejo Stormwater Litter Control Project Phase IV.

BE IT FURTHER RESOLVED that the **City of Aliso Viejo**, agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED, APPROVED AND ADOPTED this _____.

William Phillips
Mayor

ATTEST:

Mitzi Ortiz, MMC
City Clerk



ORANGE COUNTY TRANSPORTATION AUTHORITY
M2 ENVIRONMENTAL CLEANUP PROGRAM

TIER 1 FUNDING APPLICATION

SECTION ONE: GENERAL PROJECT INFORMATION

Project Title Aliso Viejo Stormwater Litter Control Project - Phase IV

Lead Agency Information

Local Agency City of Aliso Viejo
 Project Manager Moy Yahya
 Address 12 Journey, Suite 100, Aliso Viejo, CA 92656
 Phone (949) 425-2538
 Email myahya@cityofaliso Viejo.com

Funding Request Summary

Total ECP Funds Requested \$ 199,999.00
 Total Local Match \$ 111,180.00
 Total Eligible Project Cost \$ 311,179.00

Project is part of a larger construction effort

Joint Applicant Information

Local Agency _____
 Project Manager _____
 Address _____
 Phone _____
 Email _____

Local Agency _____
 Project Manager _____
 Address _____
 Phone _____
 Email _____

Local Agency _____
 Project Manager _____
 Address _____
 Phone _____
 Email _____

Local Agency _____
 Project Manager _____
 Address _____
 Phone _____
 Email _____

Schedule Information

	<i>Start Date</i>	<i>Completion Date</i>
City Council Approval	<u>5/20/15</u>	<u>5/20/15</u>
Design and Permitting (if applicable)	_____	_____
Award of Contract	<u>7/1/15</u>	<u>7/1/15</u>
Construction/Installation	<u>8/1/15</u>	<u>10/31/15</u>

Application Checklist

- | | |
|--|---|
| <input type="checkbox"/> Environmental Documentation (as applicable) | <input type="checkbox"/> Design/Concept Drawings |
| <input checked="" type="checkbox"/> Detailed Project Estimate | <input type="checkbox"/> Joint Applicant Support Documentation |
| <input checked="" type="checkbox"/> Location Maps | <input checked="" type="checkbox"/> City Council Resolution |
| <input checked="" type="checkbox"/> Project Site Photos | <input checked="" type="checkbox"/> City Staff Organization Chart |
| <input checked="" type="checkbox"/> Detailed Project Schedule | |



SECTION ONE: GENERAL PROJECT INFORMATION (CONTINUED)

Project Description

Describe the project location and the Tier 1 type improvements proposed. If the project is included in an existing Integrated Water Management Plan, please provide details on why it was included. *

The City of Aliso Viejo is located in South Orange County with the majority of its area within Aliso Creek Watershed (Attachment A). In addition to the requirement of the city's current NPDES-MS4 permit for reducing pollutants in urban runoff, On April 14, 2011, the State Office of Administrative Law (OAL) signed into law the San Diego Regional Bacteria Total Maximum Daily Loads (TMDLs) for Beaches and Creeks. To meet those stringent requirements, South Orange County cities, including those located within Aliso Creek Watershed, are required to develop and implement a comprehensive load reduction plan, including bacteria. The Aliso Viejo catch basin insert filters will be one of the structural best management practices that will result in reducing pollutants load as required by the NPDES-MS4 Permit and Bacteria TMDLs.

Aliso Creek 13225 Directive: On March 2, 2001 the San Diego Regional Water Quality Control Board (SDRWQCB) issued a directive, by authority of California Water Code Section 13225, to the County of Orange, the Orange County Flood Control District, and the cities of Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, and Aliso Viejo to investigate the impact of urban runoff on Aliso Creek. The directive found that the Permittees may be discharging waste with high level of fecal indicator bacteria from municipal storm drain outfalls into Aliso Creek and its tributaries. In compliance with this directive, Aliso Creek Watershed cities including the City of Aliso Viejo developed and implemented a watershed action plan. This plan included a comprehensive water quality monitoring and assessment tools for evaluating of best management practices including litter control measures, such as basin filter inserts.

* Use additional pages as needed.

**SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING**

1. Describe the need for the selected BMP(s), including nexus to transportation pollutants, and detail the benefits to water quality the BMP(s) will achieve. *(up to 10 Points)*

The purpose of this project is to improve coastal water quality by reducing pollution from urban runoff and stormwater, specifically pollution from transportation related sources. Nonpoint sources (NPS) of water pollution include urban runoff from residential, commercial, industrial, transportation, and recreational land uses; construction activities; and onsite sewage disposal systems and rural sources such as runoff from cropland, pasture, and woodland, atmospheric contributions, and livestock wastes. These pollutants discharge to surface waters by direct overland drainage, by drainage through natural channels, by drainage through engineered stormwater drainage systems, and by deep percolation into the ground and subsequent return flow to the surface waters. The contaminated urban runoff from parking lots, roads, and highways will eventually drain into creeks, lakes and other water bodies.

This project will include installation of Bio Clean High Capacity Filter Inserts on a total of 109 storm drain catch basins located on Public Streets within the City of Aliso Viejo. The filter insert is a multipurpose catch basin insert designed to capture sediment, debris, trash and oils/grease from low (first flush) flows. A map and list of the catch basin locations is provided as Attachment B.

Bio Clean filter inserts are recommended for areas subject to silt and debris as well as low-to-moderate levels of petroleum hydrocarbon (oil and grease). Examples of such areas are streets, vehicle parking lots, aircraft ramps, trucks and bus storage yards, corporation yards, subdivision streets and public streets.

According to literature provided by the manufacturer, the filter provides between 57%-95% removal of trash and pollutants including total suspended solids, oil and grease, phosphorous, debris, sediments, and floatable trash and hydrocarbons (Attachment D).



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

2. Is this the lead agency's highest priority project? *(15 points)* YES
3. List the waterway(s) associated with this project, including applicable 303(d) listings. *(2 points per 303(d) listing, up to 12 points)*

The proposed project is located within the City of Aliso Viejo. The city is located within the Aliso Creek watershed. This includes two waterway segments found under the 303(d) listing; Aliso Creek, an urban river and stream system, and Aliso Creek (mouth), an estuary. Both of the listed segments will be beneficially impacted by the proposed project.

Aliso Creek is a 19 mile long urban stream that runs through South Orange County from the Santa Ana Mountains to the Pacific Ocean, collecting from seven main tributaries. The creek is mostly channelized with a total watershed area of 30.4 square miles (78.7 square km) as shown in Attachment A.

4. List the pollutant(s) that would be addressed by the proposed project and the source(s) generating those pollutants. *(2 points per pollutant, up to 16 points)*

- Phosphorous entering the storm drain is often associated with erosion of sediment, pet and yard waste, and the over application of fertilizer in urban environments. The cause of transport of phosphorous to the storm drains is most likely caused by over-watering, poor maintenance of vegetated areas, and the failure to secure pet waste. Bio Clean filters reduce or eliminate phosphorous pollution by trapping sediment, fertilizer runoff, pet and yard waste as it enters the catch basin, before it is permitted to be carried into Aliso Creek.
- Nitrogen poses a similar threat as phosphorous to Aliso Creek, as Nitrogen entering the storm drain is associated with erosion of sediment, pet and yard waste, and the over application of fertilizer in urban environments. The cause nitrogen transport to storm drains is also most likely caused by over-watering, poor maintenance of vegetated areas, and the failure to secure pet waste. Bio Clean filters reduce or eliminate nitrogen pollution by trapping sediment, fertilizer runoff, pet and yard waste as it enters the catch basin, before it is permitted to be carried into Aliso Creek. Nitrogen also poses another unique threat from fossil fuel emissions due to transportation. Nitrogen oxides and ammonium compounds can be deposited from the air and precipitation and be washed into storm drains. Bio Clean filters help reduce the problem by capturing litter, waste, sediment, and debris which commonly picks up the deposited nitrogen compounds and reduces the nitrogen load which reaches the creek system.





SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

5. How effectively will the proposed project deal with the more visible forms of pollutants, such as a litter and debris? *(up to 10 points)*

Bio Clean filter inserts utilize baskets which sit inside of storm drain catch basins and prevent pollutants such as sediment, litter, debris, and trash from entering the storm drains (as shown on [Attachment C](#)). The inserts have graded screens, utilizing coarse, medium, and fine screens, which capture larger, visible pollutants effectively. The inserts allow water to flow through the system and into the storm drain but act as a sieve which contains those pollutants which otherwise would be carried by runoff and discharge.

According to literature provided by the manufacturer, the filter provides between 57%-95% removal of trash and pollutants including total suspended solids, oil and grease, phosphorous, debris, sediments, floatable trash, and hydrocarbons ([Attachment D](#)).

6. What other BMP types were considered for this project? Why was the proposed BMP chosen? *(5 points)*

Bio Clean filter inserts have been installed in 196 catch basins across the City of Aliso Viejo. Using data collected from the dry weather monitoring plan and the maintenance records of the filter inserts, the city has found that Bio Clean filter inserts to be the most effective BMP for this project. In the last routine cleaning, 205 Bio Clean filters removed 1068 cubic feet of pollutants which were trapped by the filter and removed from the storm water (See [Attachment E](#)).



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

7. Provide information on proposed BMP performance efficiency and/or effectiveness, including pollutant capture, storage capacity, flow capacity, etc. **(up to 6 points)**

Bio Clean filters are a multipurpose catch basin insert designed to capture sediment, debris, trash & oils/grease from low (first flush) flows. A (dual) high-flows bypass allows flows to by the device while retaining sediments and larger floatables (debris and trash) and allows sustained maximum design flow under extreme conditions. The Bio Clean filter is determined by the manufacturer to have a service life of approximately 10 years. A specification is provided by the manufacturer and included as Attachment D.

According to literature provided by the manufacturer, the filter is expected to provide up to 93% removal of total suspended solids from treated flow with a particle size distribution consistent with typical urban street deposited sediments. Filter shall capture between 54%-96% of oil and grease and between 71%-96% of total phosphorous associated with organic debris from treated flow. The units shall provide for isolation of trapped pollutants, including debris, sediments, and floatable trash and hydrocarbons, from bypass flow such that re-suspension and loss of pollutants is minimized during peak flow events. A specification is provided by the manufacturer and included as Attachment C. In addition, the city has evidence of how effective the filters are found on Attachment E.

Using information provided by the manufacturer, the fine screens can stop 93% of particles from passing through of 100 micrometers, or the size of very fine sand and above (Attachment F).

8. Project Readiness: following approval of funding, how long until the proposed BMP will be operational? **(up to 6 points)**

<4 Months **(6 points)**
 4 - 8 months **(4 points)**
 8 - 12 months **(2 points)**
 >12 months **(1 point)**



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

9. What is the methodology for measuring pollutant reduction before and after the BMP is implemented? How frequently will monitoring and performance assessment occur? **(up to 10 points)**

Watershed cities and the County will continue monitoring the quality of the runoff from the storm drain system and its impact on the creek through the County-wide dry weather monitoring program. The monitoring program samples urban runoff at a regular frequency and the data is used to determine pollutant reduction. Additionally, the City will conduct routine maintenance and cleaning to ensure that filters operate at their capacity for removing litter and pollutants.

Volume and debris and pollutants removed will be logged during routine maintenance so that the data can be stored and utilized in addition to the county information (See Attachment E).

10. Provide an operations and maintenance plan for the lifespan of the proposed project. Include schedule of inspections, cleaning, removal and disposal of pollutants, repairs, etc. **(up to 5 points)**

The lifespan of the proposed project is approximately ten years. While the lifespan of the catch basin insert could very well reach beyond ten years, the City of Aliso Viejo is defining the project by a ten year lifespan due to the manufacturer's general lifespan claims. These inserts will be inspected and cleaned out twice per year. Filter replacements will be available on hand to replace filters as necessary. Selected catch basin inserts will also be inspected in response to severe weather or other incidences that may warrant inspection. The City will continue to maintain the catch basin inserts beyond the 10 year lifespan using the same procedure and maintenance timeline and will maintain records of inspection and maintenance as well as volume of debris retrieved from the basins for the duration of the project.



SECTION TWO: DETAILED PROJECT INFORMATION AND SCORING (CONTINUED)

11. Will the proposed project provide any benefits beyond water quality improvement (i.e., recreation, habitat, drainage)? *(up to 5 points)*

The proposed project includes the installation of catch basin filters on a total of 109 catch basins located within a high priority drainage area in the Aliso Creek watershed. According to the manufacturer's specifications, the filters will remove trash and sediments and prevent them from reaching the creek. By removing the sediments, the concentration of other pollutants such as bacteria will be reduced as well and will eventually reduce the impact of these pollutants on the creek. Watershed cities and the County will continue monitoring the quality of runoff from the storm drain system and its impact on the creek through the County-wide dry weather monitoring program. The dry weather monitoring program includes an annual evaluation of the best management practices for the removal of pollutants and water quality protection. Additionally, the City will conduct routine maintenance and cleanings to ensure that filters operate at their capacity for removing litter and pollutants.

12. **BONUS:** how many different Tier 1 type BMP's are currently installed within the local agency's jurisdiction, excluding BMP's funded by previous ECP grants. *(1 point per BMP type, up to 5 points)*

The City of Aliso Viejo has previously installed catch basin filters on a total of 196 catch basins outside of the ECP grant programs.

13. **BONUS:** are local matching funds in excess of the 25% minimum being proposed? If yes, at what percentage? *(.5 point for each 5% cash overmatch, up to 5 points)* *Note: overmatch bonus points can only be granted to projects whose match is entirely cash, no in-kind services.*

The City of Aliso Viejo is proposing a match of 35.73% of the total project cost.



M2 ENVIRONMENTAL CLEANUP PROGRAM - TIER 1 FUNDING APPLICATION

SECTION THREE: FUNDING

Project Budget Summary

Total capital costs	\$	<u>199,999.00</u>
Total services costs	\$	<u>111,180.00</u>
Project administration	\$	<u>0.00</u>
Total eligible project costs*	\$	<u>311,179.00</u>

Funding Request/Match Summary

Total ECP Funds Requested	\$	<u>199,999.00</u>
Local Match (CASH)	\$	<u>0.00</u>
Local Match (In-kind)	\$	<u>111,180.00</u>
Total Local Match	\$	<u>111,180.00</u>
Local Match %	%	<u>35.73</u>
Total project	\$	<u>311,179.00</u>

* A detailed estimate must be included with the application

Match Sources

In-Kind Services: If in-kind services are being pledged as match, please provide details on how in-kind services are calculated. Include the anticipated amount of in-kind services per year.

At a cost of \$51 per basin, maintenance staff will clean out the 109 catch basins at least twice per year, and as needed when the basin insert is full. This in-kind service totals \$11,118 per year, or \$111,180 over 10 years (Attachment G).

A detailed project schedule is shown in Attachment H.

A draft City Council Resolution is shown in Attachment I.

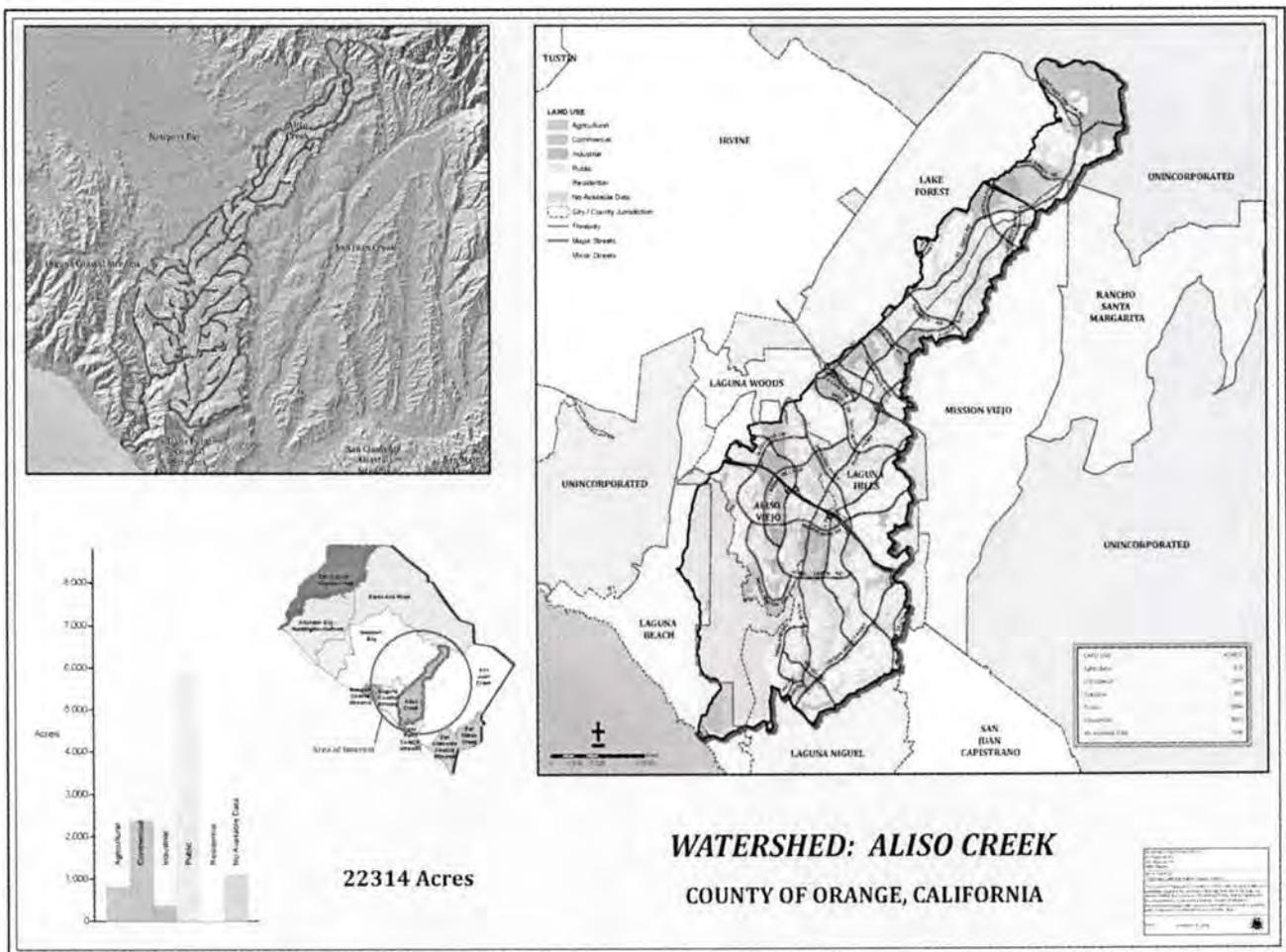
A City Staff Organization Chart is shown in Attachment J.

Other Grants: Non-M2 Competitive grants may be used as match. Any grants used as match must be dedicated to the project for match credit to be received. Please list the name and amount of the grants being proposed as match.

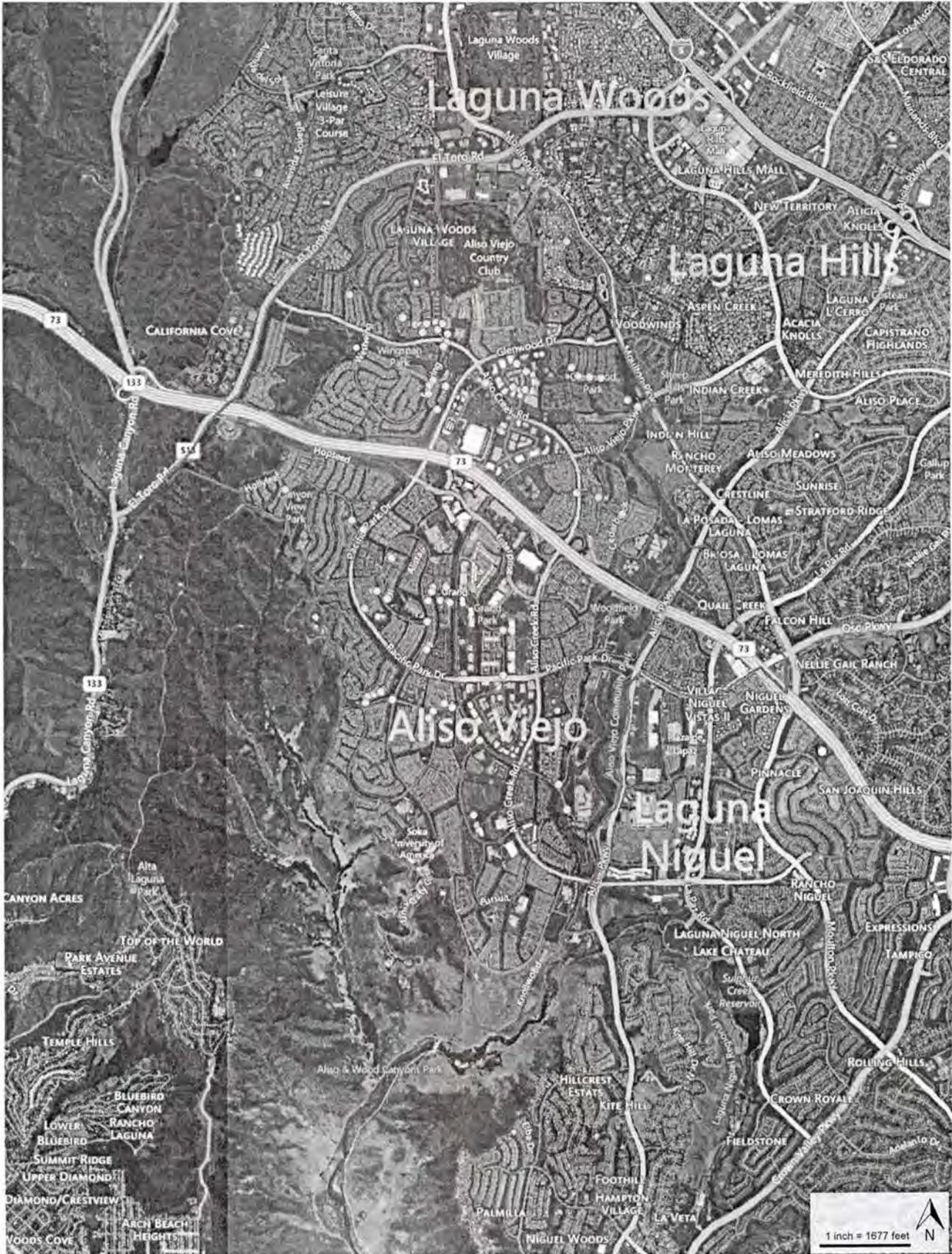
None

Attachment A

Aliso Viejo Location Maps, continued
Aliso Creek Watershed



Attachment B
Location Map
Aliso Viejo Catch Basin Locations

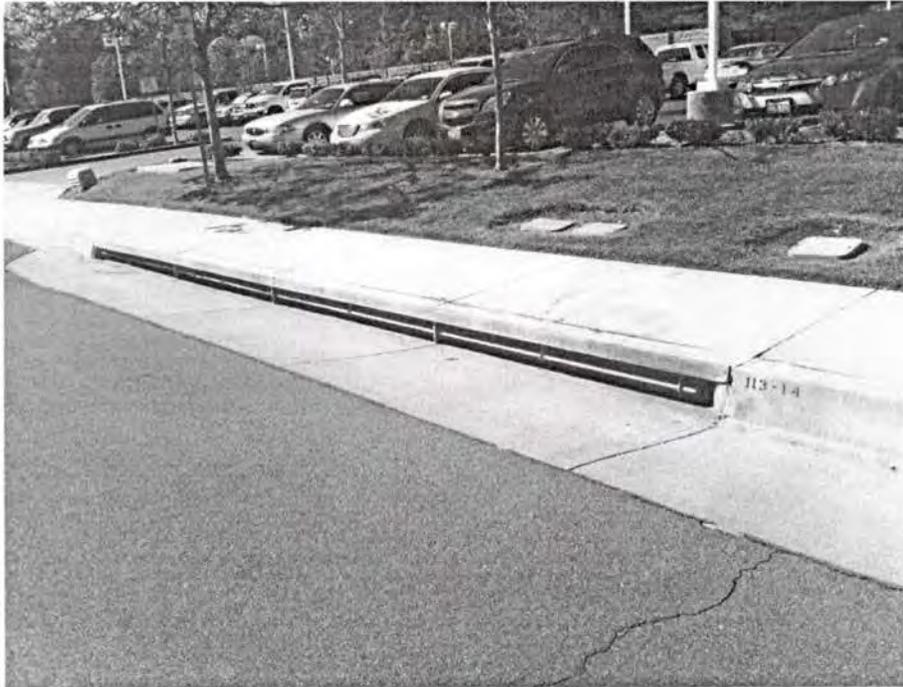


ATTACHMENT B				
OCTA M2 Tier 1 Round 4				
Aliso Viejo Catch Basin - Filter Inserts				
Street Name	Catch_Basin_Number	Latitude	Longitude	Size
Argonaut	5_1	33.59078	-117.71418	14
Argonaut	5_2	33.59346	-117.7243	21
Argonaut	5_3	33.59405	-117.72521	14
Argonaut	5_4	33.5923	-117.72555	21
Argonaut	5_5	33.59211	-117.72489	28
Argonaut	5_6	33.59208	-117.72443	28
Bluejay	19_1	33.59652	-117.73379	21
Bluejay	19_2	33.59637	-117.73367	21
Bluejay	19_3	33.59658	-117.73235	14
Bottlebrush	21_1	33.58471	-117.74613	10
Briarglen	25_1	33.59127	-117.71528	7
Briarglen	25_2	33.5913	-117.71513	4
Brooktree	29_1	33.59262	-117.72801	4
Brooktree	29_2	33.59239	-117.73165	7
Canyon Vista	36_1	33.58173	-117.73908	14
Canyon Vista	36_2	33.58162	-117.73924	21
Cayman Brac	40_1	33.5796	-117.73653	7
Coralwind	58_1	33.59372	-117.72024	7
Davinci	67_1	33.5958	-117.71864	21
Davinci	67_2	33.59578	-117.71849	14
Dawn Lane	68_1	33.56927	-117.73896	10
Dawn Lane	68_2	33.56929	-117.7389	4
Dawn Lane	68_3	33.56928	-117.73877	10
Dawn Lane	68_4	33.56951	-117.73812	7
Dawn Lane	68_5	33.56968	-117.73754	14
Dawn Lane	68_6	33.56976	-117.73759	4
Dawn Lane	68_7	33.56981	-117.73739	10
Eastwing	79_1	33.59181	-117.73322	21
Eastwing	79_2	33.59243	-117.73307	21
Eastwing	79_3	33.59281	-117.73276	10
Eastwing	79_4	33.59535	-117.7318	28
Eastwing	79_5	33.59557	-117.73158	10
Eastwing	79_6	33.59598	-117.73164	4
Eastwing	79_7	33.59624	-117.73159	7
Eastwing	79_8	33.59624	-117.73145	7
Erica Lane	84_1	33.57709	-117.73296	7
Erica Lane	84_2	33.57712	-117.73291	10
Evening Light Lane	85_1	33.5698	-117.73772	14
Evening Light Lane	85_2	33.56976	-117.73784	4
Grand	100_3	33.57703	-117.73296	4
Horizon	111_1	33.57422	-117.72647	10
Horizon	111_2	33.57088	-117.7265	4
Key Largo	116_1	33.57661	-117.73714	7
Key Largo	116_2	33.57658	-117.73699	7
Key Largo	116_3	33.57678	-117.73682	7
Key Largo	116_4	33.57702	-117.73669	7
Key Largo	116_5	33.57712	-117.73677	7
Larkspur Drive	122_1	33.59752	-117.73575	7
Larkspur Drive	122_2	33.59765	-117.73559	7
Liberty	125_6	33.56605	-117.72865	21
Macaw	130_1	33.59747	-117.7355	7
Macaw	130_2	33.59759	-117.73553	7
Mallorn Drive	132_1	33.5677	-117.73329	7
Mallorn Drive	132_2	33.56772	-117.73312	7
Midnight Court	139_1	33.56954	-117.73825	7

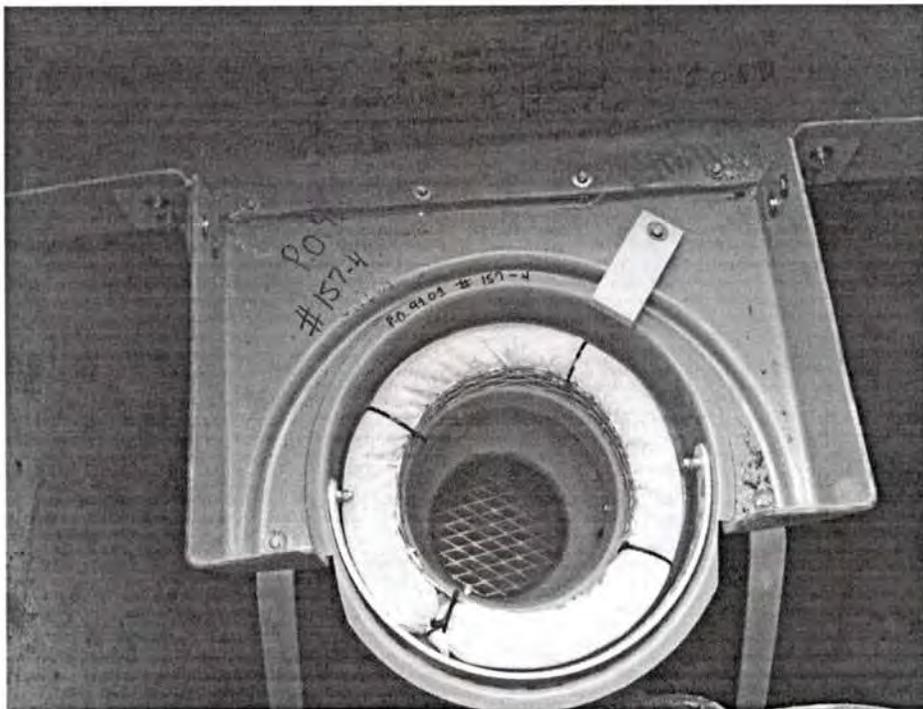
Northern Pine Loop	147_1	33.57718	-117.7382	10
Northern Pine Loop	147_2	33.57585	-117.73895	4
Northern Pine Loop	147_3	33.57585	-117.73899	7
Oakgrove	152_1	33.56821	-117.73316	14
Oakgrove	152_2	33.56824	-117.73307	14
Pacific Grove Drive	156_1	33.56864	-117.73116	10
Pacific Grove Drive	156_2	33.56848	-117.73109	10
Pacific Grove Drive	156_3	33.56822	-117.73286	4
Pacific Grove Drive	156_4	33.56795	-117.73307	10
Pacific Grove Drive	156_5	33.56802	-117.73313	14
Paradise Bay	159_1	33.57975	-117.73685	7
Paradise Bay	159_2	33.57962	-117.73684	4
Paradise Bay	159_3	33.57972	-117.7367	7
Parisville	160_1	33.57647	-117.73216	7
Parkwood	162_1	33.59311	-117.71958	7
Picket Lane	168_1	33.57301	-117.73349	4
Pierremont	169_1	33.57635	-117.73145	14
Pierremont	169_2	33.57633	-117.73133	10
Plateau	172_1	33.57273	-117.73334	10
Plateau	172_2	33.57279	-117.73344	7
Plateau	172_3	33.57308	-117.73329	7
Plateau	172_4	33.57305	-117.7332	14
Plateau	172_5	33.57642	-117.73324	7
Ponderosa	173_1	33.57722	-117.73789	7
Ponderosa	173_2	33.57713	-117.73788	21
Richemont	179_1	33.57741	-117.73285	7
Richemont	179_2	33.57756	-117.73165	10
Richemont	179_3	33.57746	-117.73164	7
Ridgecrest	180_1	33.59067	-117.73241	4
Ridgecrest	180_2	33.59066	-117.73252	7
Sagebrush	188_1	33.58243	-117.74015	7
Sanborn	190_1	33.57485	-117.73332	7
Sanborn	190_2	33.57496	-117.73331	7
Sequoia Drive	196_1	33.56876	-117.73177	7
Skylark	203_1	33.59699	-117.73437	14
Skylark	203_2	33.5969	-117.73383	10
Skylark	203_3	33.59706	-117.73336	4
Skylark	203_4	33.59711	-117.73248	7
Skylark	203_5	33.59705	-117.73185	7
Spicewood	209_1	33.59298	-117.71756	7
Terrace View	226_2	33.56095	-117.72077	28
Terrace View	226_3	33.56275	-117.72153	21
Via Iglesia	232_1	33.60312	-117.72067	21
Westridge	234_1	33.56883	-117.73893	4
Westridge	234_2	33.56911	-117.73655	14
Westridge	234_3	33.56924	-117.73651	14
Windflower	239_1	33.593	-117.71861	7
Windsong	240_1	33.58448	-117.71976	14
Windsong	240_2	33.59916	-117.74034	7
Windsong	240_3	33.58411	-117.7178	21
Windsong	240_4	33.58425	-117.71769	21
Windsong	240_5	33.5829	-117.71566	28
Windsong	240_6	33.58278	-117.71577	21
Woodstork Lane	246_1	33.5966	-117.73371	4

Attachment C

Aliso Viejo Project Site Photos



Storm Drain Catch Basin Inlet



Bio-Clean High Capacity Basket Filter Insert

Curb Inlet Basket Specifications

I. Specifications

Coverage: The curb inlet basket provides full coverage of inlets such that all catch basin influent, at rated flows, is conveyed to the filter. The filter will retain all windblown and swept debris entering the drain.

Shelf System: The filter basket is located in the catch basin directly beneath a manhole opening for direct service/access from the manhole. The filter provides a shelf system made of UV protected marine grade fiberglass to direct water flow from the curb inlet to the filter, which is located directly under the manhole.

Non-Corrosive Materials: All components of the filter system, including mounting hardware, fasteners, support brackets, filtration material, and support frame are constructed of non-corrosive materials (316 stainless steel, and UV/marine grade fiberglass). Fasteners are stainless steel. Primary filter mesh is 316 stainless steel welded screens. Filtration basket screens for coarse, medium and fine filtration is ¾" x 1 ¾" expanded, 10 x 10 mesh, and 35 x 35 mesh with optional 50 x 50 mesh and 200 x 200 mesh, respectively. No polypropylene, monofilament netting or fabrics shall be used in the products.

Durability: Filter (excluding oil absorbent media) and support structures are of proven durability, with an expected service life of 10 to 15 years. The filter and mounting structures are of sufficient strength to support water, sediment, and debris loads when the filter is full, with no slippage, breaking, or tearing. All filters are warranted for a minimum of five (5) years.

Oil Absorbent Media: The Filter is fitted with an absorbent media for removal of petroleum hydrocarbons from influent, and so placed in the filter assembly to treat influent at rated flow. Absorbent media is easily replaceable in the filter, without the necessity of removing fixed mounting brackets or mounting hardware.

Overflow Protection: The drain filter is designed so that it does not inhibit storm flows entering the curb inlet, or obstruct flow through the catch basin during peak storm flows.

Filter Bypass: Water will not bypass the filter at low flows, nor bypass through attachment and inlet contact surfaces at low flows.

Pollutant Removal Efficiency: The filter is designed to capture high levels of trash and litter, grass and foliage, sediments, hydrocarbons, grease and oil.

POLLUTANT	Curb Inlet Basket
Trash & Litter	90 to 95%
Oil & Grease	54 to 96%
Sediments/TSS	93.54%
Organics	79.3%
Total Nitrogen	65 to 96%
Total Phosphorus	71 to 96%

Non-Scouring: During heavy storm flows or other flows that bypass the filter, the filter screen design prevents washout of debris and floatables in the filter basket.

Filter Removal: The filter basket is readily removable from the mounting/support frame for maintenance or replacement. Removal and replacement of filter screens is accomplished without the necessity of removing mounting bolts, support frames, etc., but by lift out through the manhole.

II. Installation

Installation: The filter will be securely installed in the catch basin or curb inlet opening, with contact surfaces sufficiently joined together so that no filter bypass can occur at low flow. All anchoring devices and fasteners are installed within the interior of the drain inlet. The filter basket is located in the catch basin directly beneath a

manhole opening for direct service/access from the manhole. The filter system provides a shelf system to direct water flow from the inlet to the filter, which is located under the manhole.

Installation Notes:

1. Bio Clean Environmental Services, Inc notes the Curb Inlet Basket shall be installed pursuant to the manufacturer's recommendations and the details on this sheet.
2. The patented shelf system shall provide coverage of entire inlet opening, including inlet wing(s) where applicable, to direct all flow to basket(s).
3. Attachments to inlet walls shall be made of non-corrosive hardware.
4. Shelf system shall be installed so that filtration basket is located under manhole access.
5. For the Continuous Curb Inlet Basket(No Shelf System), install bracket under curb opening and hang basket on bracket

III. Maintenance

Maintenance: The filter is designed to allow for the use of vacuum removal of captured materials in the filter basket, serviceable by centrifugal compressor vacuum units without causing damage to the filter or any part of the mounting and attachment hardware during normal cleaning and maintenance. Filters can be cleaned and vacuumed from the manhole-opening. Entering the catch basin to clean the filters is not necessary.

Maintenance Notes:

1. Bio Clean Environmental Services, Inc. recommends cleaning and maintenance of the Curb Inlet Basket a minimum of four times per year or following a significant rain event that would potentially accumulate a large amount of debris to the system. The hydrocarbon boom should be replaced a minimum of twice per year or at each service as needed.
2. Any person performing maintenance activities that require entering the catch basin or handle a toxic substance have completed the proper training as required by OSHA.
3. Remove manhole lid to gain access to inlet filter insert. The filter basket should be located directly under the manhole lid. Under normal conditions, cleaning and maintenance of the Curb Inlet Basket will be performed from above ground surface.
4. Special Note: entry into an underground manhole, catch basin and stormwater vault requires training in an approved Confined Space Entry Program.
5. Remove all trash, debris, organics, and sediments collected by the inlet filter insert. Removal of the trash and debris can be done manually or with the use of a vactor truck. Manual removal of debris may be done by lifting the basket from the shelf and pulling the basket from the catch basin and dumping out the collected debris.
6. Any debris located on the shelf system can be either removed from the shelf or can be pushed into the basket and retrieved from basket.
7. Evaluation of the hydrocarbon boom shall be performed at each cleaning. If the boom is filled with hydrocarbons and oils it should be replaced. Removed boom by cutting plastic ties and remove boom. Attach new boom to basket with plastic ties through pre-drilled holes in basket.
8. Place manhole lid back on manhole opening.
9. Transport all debris, trash, organics and sediments to approved facility for disposal in accordance with local and state requirements. The hydrocarbon boom with adsorbed hydrocarbons is considered hazardous waste and need to be handled and disposed of as hazardous material. Please refer to state and local regulations for the proper disposal of used motor oil/filters.
10. Following maintenance and/or inspection, the maintenance operator shall prepare a maintenance/inspection record. The record shall include any maintenance activities performed, amount and description of debris collected, and condition of filter. The owner shall retain the maintenance/inspection record for a minimum of five years from the date of maintenance. These records shall be made available to the governing municipality for inspection upon request at any time.
11. Any toxic substance or item found in the filter is considered as hazardous material can only be handled by a certified hazardous waste trained person (minimum 24-hour hazwoper).



P O Box 869, Oceanside, CA 92049
(760) 433-7640 Fax (760) 433-3176
www.biocleanenvironmental.net

ALISO VIEJO BASIN CLEANING INVENTORY Agenda Item 5-21

Attachment E: Cleaning Record

	STREET NAME	CATCH BASIN NO.	DATE DRAIN	SOIL	VEG	LITR	OTHER	Quantity Cu.Ft.
1	Alicia Parkway	1_1	1/20/2015	80%	20%	0%	0%	6
2	Alicia Parkway	1_10	1/21/2015	90%	10%	0%	0%	8
3	Alicia Parkway	1_2	1/20/2015	80%	20%	0%	0%	6
4	Alicia Parkway	1_3	1/20/2015	70%	20%	10%	0%	5
5	Alicia Parkway	1_4	1/21/2015	80%	20%	0%	0%	6
6	Alicia Parkway	1_5	1/21/2015	60%	30%	10%	0%	4
7	Alicia Parkway	1_6	1/21/2015	80%	20%	0%	0%	6
8	Alicia Parkway	1_7	1/21/2015	80%	20%	0%	0%	4
9	Alicia Parkway	1_8	1/21/2015	90%	10%	0%	0%	3
10	Alicia Parkway	1_9	1/21/2015	60%	30%	10%	0%	4
11	Grand	100_1	1/22/2015	50%	50%	0%	0%	6
12	Grand	100_2	1/22/2015	50%	50%	0%	0%	6
13	Journey	113_1	1/23/2015	20%	80%	0%	0%	3
14	Journey	113_10	1/23/2015	40%	60%	0%	0%	4
15	Journey	113_11	1/23/2015	10%	90%	0%	0%	3
16	Journey	113_12	1/23/2015	80%	20%	0%	0%	6
17	Journey	113_13	1/23/2015	70%	30%	0%	0%	7
18	Journey	113_14	1/23/2015	60%	40%	0%	0%	6
19	Journey	113_15	1/23/2015	50%	50%	0%	0%	8
20	Journey	113_16	1/23/2015	60%	40%	0%	0%	6
21	Journey	113_17	1/23/2015	80%	20%	0%	0%	7
22	Journey	113_2	1/23/2015	60%	40%	0%	0%	4
23	Journey	113_3	1/23/2015	50%	50%	0%	0%	6
24	Journey	113_4	1/23/2015	30%	70%	0%	0%	4
25	Journey	113_5	1/23/2015	60%	20%	20%	0%	6
26	Journey	113_6	1/23/2015	80%	20%	0%	0%	4
27	Journey	113_7	1/23/2015	40%	60%	0%	0%	5
28	Journey	113_8	1/23/2015	50%	50%	0%	0%	4
29	Journey	113_9	1/23/2015	60%	40%	0%	0%	6
30	Knollwood	118_1	1/26/2015	80%	20%	0%	0%	9
31	Oakview Drive	151_2	1/26/2015	70%	30%	0%	0%	3
32	Pacific Park Drive	157_1	1/26/2015	100%	0%	0%	0%	5
33	Pacific Park Drive	157_10	1/22/2015	80%	20%	0%	0%	6
34	Pacific Park Drive	157_11	1/22/2015	60%	40%	0%	0%	10
35	Pacific Park Drive	157_12	1/22/2015	70%	30%	0%	0%	6
36	Pacific Park Drive	157_13	1/22/2015	60%	40%	0%	0%	4
37	Pacific Park Drive	157_14	1/22/2015	60%	40%	0%	0%	5
38	Pacific Park Drive	157_15	1/26/2015	80%	20%	0%	0%	6
39	Pacific Park Drive	157_16	1/26/2015	90%	10%	0%	0%	5
40	Pacific Park Drive	157_17	1/26/2015	40%	60%	0%	0%	4
41	Pacific Park Drive	157_18	1/26/2015	20%	80%	0%	0%	6
42	Pacific Park Drive	157_19	1/26/2015	70%	30%	0%	0%	5
43	Pacific Park Drive	157_2	1/26/2015	90%	10%	0%	0%	6
44	Pacific Park Drive	157_20	1/26/2015	100%	0%	0%	0%	5
45	Pacific Park Drive	157_21	1/26/2015	90%	10%	0%	0%	6
46	Pacific Park Drive	157_22	1/26/2015	10%	90%	0%	0%	5.0
47	Pacific Park Drive	157_3	1/26/2015	50%	50%	0%	0%	6.0
48	Pacific Park Drive	157_4	1/21/2015	80%	20%	0%	0%	6.0
49	Pacific Park Drive	157_5	1/26/2015	70%	30%	0%	0%	6.0
50	Pacific Park Drive	157_6	1/23/2015	90%	10%	0%	0%	5.0

ALISO VIEJO BASIN CLEANING INVENTORY Agenda Item 5-22

Attachment E: Cleaning Record

	STREET NAME	CATCH BASIN NO.	DATE DRAIN	SOIL	VEG	LITR	OTHER	Quantity Cu.Ft.
51	Pacific Park Drive	157_7	1/26/2015	80%	20%	0%	0%	6.0
52	Pacific Park Drive	157_8	1/26/2015	70%	30%	0%	0%	4.0
53	Pacific Park Drive	157_9	1/26/2015	90%	10%	0%	0%	6.0
54	Aliso Creek Road	2_1	1/26/2015	50%	50%	0%	0%	4.0
55	Aliso Creek Road	2_10	1/23/2015	80%	20%	0%	0%	3.0
56	Aliso Creek Road	2_11	1/23/2015	30%	70%	0%	0%	6.0
57	Aliso Creek Road	2_12	1/20/2015	70%	30%	0%	0%	4.0
58	Aliso Creek Road	2_13	1/20/2015	50%	50%	0%	0%	6.0
59	Aliso Creek Road	2_14	1/20/2015	60%	30%	10%	0%	3.0
60	Aliso Creek Road	2_15	1/23/2015	20%	80%	0%	0%	4.0
61	Aliso Creek Road	2_16	1/23/2015	20%	70%	10%	0%	3.0
62	Aliso Creek Road	2_17	1/23/2015	20%	60%	20%	0%	6.0
63	Aliso Creek Road	2_18	1/23/2015	40%	40%	20%	0%	4.0
64	Aliso Creek Road	2_19	1/23/2015	10%	60%	30%	0%	6.0
65	Aliso Creek Road	2_2	1/26/2015	50%	50%	0%	0%	4.0
66	Aliso Creek Road	2_20	1/26/2015	30%	70%	0%	0%	7.0
67	Aliso Creek Road	2_21	1/22/2015	100%	0%	0%	0%	6.0
68	Aliso Creek Road	2_22	1/22/2015	100%	0%	0%	0%	6.0
69	Aliso Creek Road	2_23	1/22/2015	60%	40%	0%	0%	5.0
70	Aliso Creek Road	2_24	1/22/2015	70%	20%	10%	0%	6.0
71	Aliso Creek Road	2_25	1/26/2015	60%	40%	0%	0%	5.0
72	Aliso Creek Road	2_26	1/26/2015	70%	30%	0%	0%	4.0
73	Aliso Creek Road	2_27	1/26/2015	60%	40%	0%	0%	5.0
74	Aliso Creek Road	2_28	1/26/2015	80%	20%	0%	0%	6.0
75	Aliso Creek Road	2_29	1/26/2015	70%	30%	0%	0%	5.0
76	Aliso Creek Road	2_3	1/26/2015	20%	80%	0%	0%	5.0
77	Aliso Creek Road	2_30	1/26/2015	40%	60%	0%	0%	4.0
78	Aliso Creek Road	2_31	1/26/2015	80%	20%	0%	0%	6.0
79	Aliso Creek Road	2_32	1/26/2015	50%	50%	0%	0%	3.0
80	Aliso Creek Road	2_33	1/26/2015	40%	60%	0%	0%	4.0
81	Aliso Creek Road	2_34	1/26/2015	20%	80%	0%	0%	6.0
82	Aliso Creek Road	2_4	1/26/2015	90%	10%	0%	0%	5.0
83	Aliso Creek Road	2_5	1/26/2015	60%	40%	0%	0%	5.0
84	Aliso Creek Road	2_6	1/26/2015	80%	20%	0%	0%	4.0
85	Aliso Creek Road	2_7	1/26/2015	60%	30%	10%	0%	6.0
86	Aliso Creek Road	2_8	1/26/2015	70%	30%	0%	0%	5.0
87	Aliso Creek Road	2_9	1/23/2015	90%	10%	0%	0%	6.0
88	Springdale	211_1	1/23/2015	70%	30%	0%	0%	5.0
89	Summerfield	220_1	1/23/2015	90%	10%	0%	0%	4.0
90	Summerfield	220_2	1/23/2015	80%	20%	0%	0%	6.0
91	Terrace View	226_1	1/21/2015	100%	0%	0%	0%	6.0
92	Boundry Oak	23_2	1/22/2015	90%	10%	0%	0%	8.0
93	Boundry Oak	23_3	1/22/2015	60%	40%	0%	0%	5.0
94	Wood Canyon Drive	242_1	1/22/2015	60%	30%	10%	0%	6.0
95	Wood Canyon Drive	242_10	1/22/2015	70%	30%	0%	0%	9.0
96	Wood Canyon Drive	242_11	1/22/2015	100%	0%	0%	0%	6.0
97	Wood Canyon Drive	242_12	1/22/2015	80%	20%	0%	0%	6.0
98	Wood Canyon Drive	242_13	1/22/2015	90%	10%	0%	0%	7.0
99	Wood Canyon Drive	242_14	1/22/2015	80%	10%	10%	0%	7.0

ALISO VIEJO BASIN CLEANING INVENTORY Agenda Item 5-23

Attachment E: Cleaning Record

	STREET NAME	CATCH BASIN NO.	DATE DRAIN	SOIL	VEG	LITR	OTHER	Quantity Cu.Ft.
100	Wood Canyon Drive	242_15	1/22/2015	90%	10%	0%	0%	6.0
101	Wood Canyon Drive	242_16	1/22/2015	60%	40%	0%	0%	4.0
102	Wood Canyon Drive	242_17	1/22/2015	80%	20%	0%	0%	6.0
103	Wood Canyon Drive	242_18	1/22/2015	70%	30%	0%	0%	8.0
104	Wood Canyon Drive	242_19	1/22/2015	90%	10%	0%	0%	6.0
105	Wood Canyon Drive	242_2	1/22/2015	60%	40%	0%	0%	4.0
106	Wood Canyon Drive	242_20	1/22/2015	60%	40%	0%	0%	6.0
107	Wood Canyon Drive	242_21	1/22/2015	80%	20%	0%	0%	5.0
108	Wood Canyon Drive	242_22	1/22/2015	70%	30%	0%	0%	6.0
109	Wood Canyon Drive	242_23	1/22/2015	60%	40%	0%	0%	7.0
110	Wood Canyon Drive	242_24	1/21/2015	70%	30%	0%	0%	6.0
111	Wood Canyon Drive	242_25	1/21/2015	90%	10%	0%	0%	4.0
112	Wood Canyon Drive	242_3	1/21/2015	60%	30%	10%	0%	5.0
113	Wood Canyon Drive	242_4	1/21/2015	50%	50%	0%	0%	4.0
114	Wood Canyon Drive	242_5	1/21/2015	50%	50%	0%	0%	6.0
115	Wood Canyon Drive	242_6	1/21/2015	60%	30%	10%	0%	8.0
116	Wood Canyon Drive	242_7	1/21/2015	90%	10%	0%	0%	4.0
117	Wood Canyon Drive	242_8	1/21/2015	80%	20%	0%	0%	6.0
118	Wood Canyon Drive	242_9	1/21/2015	60%	90%	10%	0%	5.0
119	Woodfield	244_1	1/21/2015	80%	20%	0%	0%	4.0
120	Briarglen	25_3	1/22/2015	100%	0%	0%	0%	6.0
121	Briarglen	25_4	1/22/2015	50%	50%	0%	0%	4.0
122	Aliso Viejo Parkway	3_1	1/23/2015	80%	20%	0%	0%	3.0
123	Aliso Viejo Parkway	3_10	1/23/2015	100%	0%	0%	0%	5.0
124	Aliso Viejo Parkway	3_11	1/23/2015	60%	40%	0%	0%	2.0
125	Aliso Viejo Parkway	3_12	1/20/2015	80%	20%	0%	0%	3.0
126	Aliso Viejo Parkway	3_13	1/20/2015	60%	40%	0%	0%	5.0
127	Aliso Viejo Parkway	3_14	1/20/2015	80%	20%	0%	0%	4.0
128	Aliso Viejo Parkway	3_15	1/23/2015	50%	50%	0%	0%	3.0
129	Aliso Viejo Parkway	3_16	1/23/2015	70%	30%	0%	0%	5.0
130	Aliso Viejo Parkway	3_17	1/22/2015	60%	30%	10%	0%	5.0
131	Aliso Viejo Parkway	3_18	1/22/2015	60%	30%	10%	0%	6.0
132	Aliso Viejo Parkway	3_19	1/22/2015	80%	20%	0%	0%	4.0
133	Aliso Viejo Parkway	3_2	1/23/2015	70%	20%	10%	0%	3.0
134	Aliso Viejo Parkway	3_20	1/23/2015	90%	10%	0%	0%	5.0
135	Aliso Viejo Parkway	3_21	1/22/2015	70%	30%	0%	0%	6.0
136	Aliso Viejo Parkway	3_22	1/22/2015	60%	40%	0%	0%	5.0
137	Aliso Viejo Parkway	3_23	1/22/2015	80%	20%	0%	0%	3.0
138	Aliso Viejo Parkway	3_3	1/23/2015	70%	20%	10%	0%	3.0
139	Aliso Viejo Parkway	3_4	1/23/2015	40%	60%	0%	0%	4.0
140	Aliso Viejo Parkway	3_5	1/23/2015	50%	50%	0%	0%	6.0
141	Aliso Viejo Parkway	3_6	1/23/2015	60%	30%	10%	0%	5.0
142	Aliso Viejo Parkway	3_7	1/23/2015	80%	10%	10%	0%	4.0
143	Aliso Viejo Parkway	3_8	1/23/2015	70%	20%	10%	0%	5.0
144	Aliso Viejo Parkway	3_9	1/23/2015	90%	10%	0%	0%	4.0
145	Cedarbrook	41_1	1/22/2015	70%	30%	0%	0%	5.0
146	Cedarbrook	41_10	1/20/2015	60%	30%	10%	0%	6.0
147	Cedarbrook	41_11	1/20/2015	90%	10%	0%	0%	5.0
148	Cedarbrook	41_12	1/20/2015	80%	20%	0%	0%	6.0
149	Cedarbrook	41_13	1/20/2015	90%	10%	0%	0%	5.0

ALISO VIEJO BASIN CLEANING INVENTORY Agenda Item 5-24

Attachment E: Cleaning Record

	STREET NAME	CATCH BASIN NO.	DATE DRAIN	SOIL	VEG	LITR	OTHER	Quantity Cu.Ft.
150	Cedarbrook	41 14	1/20/2015	100%	0%	0%	0%	5.0
151	Cedarbrook	41 15	1/20/2015	90%	0%	10%	0%	5.0
152	Cedarbrook	41 16	1/20/2015	70%	20%	10%	0%	5.0
153	Cedarbrook	41 2	1/22/2015	80%	20%	0%	0%	6.0
154	Cedarbrook	41 3	1/20/2015	100%	0%	0%	0%	6.0
155	Cedarbrook	41 4	1/20/2015	90%	10%	0%	0%	5.0
156	Cedarbrook	41 5	1/20/2015	100%	0%	0%	0%	6.0
157	Cedarbrook	41 6	1/20/2015	100%	0%	0%	0%	5.0
158	Cedarbrook	41 7	1/20/2015	70%	30%	0%	0%	7.0
159	Cedarbrook	41 8	1/20/2015	100%	0%	0%	0%	6.0
160	Cedarbrook	41 9	1/20/2015	60%	30%	10%	0%	5.0
161	Chase	44 1	1/21/2015	80%	20%	0%	0%	5.0
162	Chase	44 2	1/21/2015	60%	40%	0%	0%	5.0
163	Chase	44 3	1/21/2015	70%	30%	0%	0%	6.0
164	Deerhurst	70 1	1/21/2015	40%	60%	0%	0%	6.0
165	Deerhurst	70 2	1/21/2015	60%	40%	0%	0%	5.0
166	Enterprise	83 1	1/20/2015	100%	0%	0%	0%	7.0
167	Enterprise	83 10	1/20/2015	90%	10%	0%	0%	6.0
168	Enterprise	83 11	1/20/2015	100%	0%	0%	0%	5.0
169	Enterprise	83 12	1/20/2015	60%	30%	10%	0%	5.0
170	Enterprise	83 13	1/20/2015	70%	20%	10%	0%	6.0
171	Enterprise	83 14	1/20/2015	80%	20%	0%	0%	6.0
172	Enterprise	83 15	1/20/2015	60%	40%	0%	0%	7.0
173	Enterprise	83 16	1/20/2015	70%	30%	0%	0%	7.0
174	Enterprise	83 17	1/20/2015	90%	10%	0%	0%	6.0
175	Enterprise	83 2	1/20/2015	60%	40%	0%	0%	5.0
176	Enterprise	83 3	1/20/2015	100%	0%	0%	0%	6.0
177	Enterprise	83 4	1/20/2015	100%	0%	0%	0%	4.0
178	Enterprise	83 5	1/20/2015	60%	30%	10%	0%	6.0
179	Enterprise	83 6	1/20/2015	100%	0%	0%	0%	5.0
180	Enterprise	83 7	1/20/2015	90%	10%	0%	0%	4.0
181	Enterprise	83 8	1/20/2015	100%	0%	0%	0%	6.0
182	Enterprise	83 9	1/20/2015	60%	40%	0%	0%	6.0
183	Foxborough	89 1	1/21/2015	70%	30%	0%	0%	7.0
184	Golf Drive	9 1	1/20/2015	100%	0%	0%	0%	6.0
185	Golf Drive	9 2	1/20/2015	90%	10%	0%	0%	5.0
186	Glenwood Drive	93 1	1/20/2015	80%	10%	10%	0%	6.0
187	Glenwood Drive	93 10	1/20/2015	70%	30%	0%	0%	4.0
188	Glenwood Drive	93 11	1/20/2015	100%	0%	0%	0%	4.0
189	Glenwood Drive	93 12	1/20/2015	60%	40%	0%	0%	5.0
190	Glenwood Drive	93 13	1/20/2015	70%	30%	0%	0%	6.0
191	Glenwood Drive	93 2	1/20/2015	60%	20%	20%	0%	4.0
192	Glenwood Drive	93 3	1/20/2015	90%	10%	0%	0%	6.0
193	Glenwood Drive	93 4	1/20/2015	80%	20%	0%	0%	4.0
194	Glenwood Drive	93 5	1/20/2015	70%	30%	0%	0%	5.0
195	Glenwood Drive	93 6	1/20/2015	90%	10%	0%	0%	6.0
196	Glenwood Drive	93 7	1/20/2015	80%	20%	0%	0%	6.0
197	Glenwood Drive	93 8	1/20/2015	100%	0%	0%	0%	7.0
198	Glenwood Drive	93 9	1/20/2015	70%	30%	0%	0%	6.0

ALISO VIEJO BASIN CLEANING INVENTORY Agenda Item 5-25

Attachment E: Cleaning Record

	STREET NAME	CATCH BASIN NO.	DATE DRAIN	SOIL	VEG	LITR	OTHER	Quantity Cu.Ft.
199	Golf Drive	9-3	1/26/2015	0%	100%	0%	0%	3.0
200	Golf Drive	9-4	1/26/2015	0%	100%	0%	0%	3.0
201	Golf Drive	9-5	1/26/2015	0%	100%	0%	0%	3.0
202	Golf Drive	9-6	1/26/2015	0%	100%	0%	0%	3.0
203	Golf Drive	9-7	1/26/2015	0%	100%	0%	0%	3.0
204	Golf Drive	9-8	1/26/2015	0%	100%	0%	0%	3.0
205	Golf Drive	9-9	1/26/2015	0%	100%	0%	0%	3.0
TOTAL CUBIC FEET REMOVED								1068.0
TOTAL CUBIC YARDS REMOVED								39.6



Section F

Stormwater Catch Basin Filtration Device

PART 1 – GENERAL

01.01.00 Purpose

The purpose of this specification is to establish generally acceptable criteria for devices used for filtration of stormwater runoff captured by catch basins with curb openings. It is intended to serve as a guide to producers, distributors, architects, engineers, contractors, plumbers, installers, inspectors, agencies and users; to promote understanding regarding materials, manufacture and installation; and to provide for identification of devices complying with this specification.

01.02.00 Description

Stormwater Catch Basin Filtration Devices (SCBFD) are used to filter stormwater runoff captured by catch basins. The SCBFD is a filter system composed of a filtration basket, media filtration boom and a shelf system. SCBFDs are used to remove various pollutants from stormwater by means of screening, separation and media filtration.

01.03.00 Manufacturer

The manufacturer of the SCBFD shall be one that is regularly engaged in the engineering, design and production of systems developed for the treatment of stormwater runoff for at least (10) years, and which have a history of successful production, acceptable to the engineer of work. In accordance with the drawings, the SCBFD(s) shall be a filter device manufactured/distributed by Bio Clean Environmental Services, Inc., or assigned distributors or licensees. Bio Clean Environmental Services, Inc. can be reached at:

Corporate Headquarters:
2972 San Luis Rey Road
Oceanside, CA 92058
Phone: (760) 433-7640
Fax: (760) 433-3176
www.biocleanenvironmental.net

01.04.00 Submittals

- 01.04.01 Shop drawings are to be submitted with each order to the contractor and engineer of work.
- 01.04.02 Shop drawings are to detail the SCBFD, its components and the sequence for installation, including:
 - SCBFD configuration with primary dimensions
 - Various SCBFD components
 - Any accessory equipment
- 01.04.03 Inspection and maintenance documentation submitted upon request.

01.05.00 Work Included

- 01.05.01 Specification requirements for installation of SCBFD.
- 01.05.02 Manufacturer to supply SCBFD(s):
 - Filtration Basket
 - Shelf System – Trough and Weir
 - Media Filtration Boom



01.05.03 Media Filtration Boom shall be provided with each Filtration Basket housed in nylon netting and securely fastened entrance to the Filtration basket. Each media boom shall contain polymer beads to permanently absorb hydrocarbons.

01.06.00 Reference Standards

ASTM E2016-99(2004)e1	Standard Specification for Industrial Woven Wire Cloth
ASTM A 240	Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
ASTM F 716	Testing Sorbent Performance of Absorbents
ASTM F 726	Sorbent Performance of Absorbents
ASTM D3787 - 07	Standard Test Method for Bursting Strength of Textiles-Constant-Rate-of-Traverse (CRT) Ball Burst Test
ASTM D2690-98	Standard Test Method for Isophthalic Acid in Alkyd and Polyester Resins
ASTM C 582-02	Standard Specification for Contact-Molded Reinforced Thermosetting Plastic (RTP) Laminates for Corrosion-Resistant Equipment
ASTM D 638	Standard Test Method for Tensile Properties of Plastics
ASTM D 790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ASTM D 648	Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position
ASTM D 2583	Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor
ASTM D 4097	Standard Specification for Contact-Molded Glass-Fiber-Reinforced Thermoset Resin Corrosion-Resistant Tanks
ASTM D3409	Standard Test Method for Adhesion of Asphalt-Roof Cement to Damp, Wet, or Underwater Surfaces
IFI 114	Break Mandrel Blind Rivets

PART 2 – COMPONENTS

02.01.00 Shelf System Components

- 02.01.01 Main Trough System & Weir shall be manufactured of 100% marine grade polyester resin and fiberglass strands.
 - The entire fiberglass structure must be coated with a polyester gel coating with ultra violet inhibitors incorporated into the coating for maximum ultra violet protection.
 - Fiberglass must have a minimum thickness of 3/16".
- 02.01.02 Mounting Hardware shall be 100% non-corrosive metals.
 - Nuts and Bolts
 - Rivets
 - Support Brackets
 - Concrete Anchors
- 02.01.03 Concrete Filler and Sealant shall be made of Acrylic Emulsion and have a minimum service temperature range of -30°F to 150°F.



02.02.00 Filter Basket Components

- 02.02.01 Filter Housing shall be manufactured of 100% marine grade polyester resin and fiberglass strands.
- The entire fiberglass structure must be coated with a polyester gel coating with ultra violet inhibitors incorporated into the coating for maximum ultra violet protection.
 - Fiberglass must have a minimum thickness of 3/16".
- 02.02.02 Screens shall be manufactured of 304 stainless steel mesh constructed per ASTM E2016-99(2004).
- 02.02.03 Handles shall be manufactured entirely of aluminum and be mounted to the filter housing using mounting hardware per section 02.01.02
- 02.02.04 Media Filtration Boom
- Filter Boom media shall be made up of granulated oil absorbing polymers that have been tested in accordance with section 11.2 of ASTM F 716.07. Filter media must be proven to absorb 180% of its weight within a 300 second contact time, and at this absorption percentage the physical increase in the size of the granules is not more than 50%.
 - Filter netting shall be 100% polyester with a number 16 sieve size, and strength tested per ASTM D 3787.

PART 3 – PERFORMANCE

03.01.00 General

- 03.01.01 Function - The SCBFD has no moving internal components and functions based on gravity flow, unless otherwise specified. The SCBFD is composed of a Shelf System and a Filter Basket. Runoff enters the SCBFD from a curb opening and flows into the Shelf System which is mounted under the face of the curb opening. It then flows horizontally inside the Shelf Systems Trough to the Weir which holds the Filtration Basket. This Shelf System positions the Filtration Basket directly under the catch basin access point (manhole cover, grate or hatch). The Filtration Basket can be removed through the access point without disassembly. The Filtration Basket can also be cleaned without entering the access point by using a vacuum truck. Along the top perimeter of the Filter Basket is a tray containing a Media Filtration Boom. Water flows through and over the filtration boom and downward into the filtration basket. Stormwater enters the inside of the filtration basket and flows downward toward the bottom portion of the basket. Stormwater flow up to the peak treatment flow rate is processed through the filtration screens. These screens provide capture of TSS, sediment, particulate metals, hydrocarbons, nutrients, organics trash and debris. During the heaviest flows the basket fills with water and spills over the top to bypass directly into the bottom of the catch basin, while previously captured debris and solids are contained by a upper screen guard which prevents re-suspension.
- 03.01.02 Pollutants - The SCBFD will remove and retain debris, sediments, metals, nutrients, oxygen demanding substances, bacteria and hydrocarbons entering the filter during frequent storm events and specified flow rates. For pollutant removal performance see section 03.02.00.



- 03.01.03 Treatment Flow Rate - The SCBFD operates using gravity flow. The SCBFD treatment flow rate varies by size and is provided on the drawings for each model.
- 03.01.04 Bypass Flow Rate – The SCBFD is designed to fit within the catch basin in a way not to affect the hydraulics. The area over the top of the Shelf System and Filter Basket is always greater than the curb opening area and/or the area of the outflow pipe. Therefore, the SCBFD does not create a critical point of restriction.
- 03.01.05 Pollutant Load – The SCBFD must be designed to have minimum storage capacity as documented on the drawing for each particular size and model.
- 03.01.06 Performance Protocol and Results – All lab testing on filtration media must be performed by an independent third party consultant and testing lab.

03.02.00 Test Performance

At a minimum, the SCBFD shall be tested, according to section 03.01.05, and meet these performance specifications:

03.02.01 Filter Pollutant Removal Table

POLLUTANT	REMOVAL EFFICIENCY
TSS-(down to 100 microns)	93%

03.02.02 Maintenance Performance Table

Maintenance Activity	Poor		Fair		Excellent
	1	2	3	4	5
Ease of Attachment/Reattachment to Drain				X	
Ease of Handling and Entry Through Manhole					X
Ease of Cleaning and Filter Media Replacement				X	
Prevention of Debris Loss During Removal From Drain				X	
Overall Maintenance Turn-Around Time – 5 Rating = 15 Minutes or Less					X
Total Score					22

PART 4 - EXECUTION

04.01.00 General

The installation and use of the SCBFD shall conform to all applicable national, state, municipal and local specifications.

04.02.00 Installation

The contractor shall furnish all labor, equipment, materials and incidentals required to install the (SCBFD) device(s) and appurtenances in accordance with the drawings, installation manual, and these specifications, and be inspected and approved by the local governing agency. Installation contractor should possess a Confined Space Entry Certification Permit, pursuant to OSHA standards. Any damage to catch basin and surrounding infrastructure caused by the installation of the SCBFD is the responsibility of the installation contractor.



- 04.02.01 Shelf System will be installed in accordance with manufactures' recommendations. The Trough component will be installed the complete width of the curb opening, or underneath any wings as to provide 100% coverage of incoming stormwater. The Weir component of the Shelf System must be located directly under the manhole opening or other access point (not including the curb opening) regardless of its position relative of the curb opening. The Shelf System must be properly mounted and assembled inside the catch basin with drive pins and pop rivets per manufacture's recommendations. Once the Shelf System is secured to the walls of the catch basin all seams must be filled with sealant per section 02.01.03.
- 04.02.02 Filter Basket will be inserted through the manhole opening or access point of the Shelf System directly without entry into the basin. The Filtration Basket shall be fully visible from finish surface while looking into the access point for ease of inspection and maintenance. The curb opening itself is not a point of access as maintenance personnel cannot enter.

04.03.00 Shipping, Storage and Handling

- 04.03.01 Shipping – SCBFD shall be shipped to the contractor's address and is the responsibility of the contractor to transport the unit(s) to the exact site of installation.
- 04.03.02 Storage and Handling– The contractor shall exercise care in the storage and handling of the SCBFD(s) and its components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted, and unloading has commenced shall be born by the contractor. The SCBFD(s) and its components shall always be stored indoors and transported inside the original shipping container(s) until the SCBFD(s) are ready to be installed. The SCBFD shall always be handled with care and lifted according to OSHA and NIOSA lifting recommendations and/or contractor's workplace safety professional recommendations.

04.04.00 Maintenance and Inspection

- 04.04.01 Inspection – After installation, the contractor shall demonstrate that the SCBFD has been properly installed at the correct location(s), elevations, and with appropriate supports and fasteners. All components associated with the SCBFD and its installation shall be subject to inspection by the engineer of work, governing agency, and the manufacture at the place of installation. In addition, the contractor shall demonstrate that the SCBFD has been installed per the manufacturer's specifications and recommendations. SCBFD(s) shall be physically inspected regularly in accordance to owner's Stormwater Pollution Prevention Plans (SWPPP) and manufacture's recommendations. An inspection record shall be kept by the inspection operator. The record shall include the condition of the SCBFD and its appurtenances. The most current copy of the inspection record shall always be copied and placed in the owner's SWPPP.
- 04.04.02 Maintenance – Routine maintenance and cleaning time of the SCBFD shall take no more than 15 minutes. Routine maintenance and cleaning time shall be field test certified by a third party per section 03.01.05. SCBFD(s) must be completely maintained from outside the catch basin. The SCBFD(s) shall be inspected, maintained and cleaned 2 to 4 times a and/or in accordance to owner's Stormwater Pollution Prevention Plans (SWPPP). The maintenance shall be preformed by someone qualified. A Maintenance Manual is available upon request from the manufacturer. The manual has detailed information



regarding the maintenance of the SCBFD. A Maintenance Record shall be kept by the maintenance operator. The Maintenance Record shall include any maintenance activities performed, amount and description of debris collected, and the condition of the filter. The most current copy of the Maintenance Record shall always be copied and placed in the owner's SWPPP.

- 04.04.03 Material Disposal - All debris, trash, organics, and sediments captured and removed from the SCBFD shall be transported and disposed of at an approved facility for disposal in accordance with local and state regulations. Please refer to state and local regulations for the proper disposal of toxic and non-toxic material.

PART 5 – QUALITY ASSURANCE

05.01.00 Warranty

The manufacturer shall guarantee the SCBFD against all manufacturing defects in materials and workmanship for a period of (5) years from the date of delivery to the contractor. The manufacturer shall be notified of repair or replacement issues in writing within the warranty period. The SCBFD is limited to recommended application for which it was designed.

05.02.00 Performance Certification

The SCBFD manufacturer shall submit to the Engineer of Record a "Statement of Compliance" stamped by a registered engineer certifying the SCBFD is capable of achieving the specified removal efficiency for suspended solids. SCBFD not accompanied by a "Statement of Compliance" will not be accepted. The "Statement of Compliance" can be for any State or County entity that requires at least 80% removal down to 100 microns.

[End of This Section]

Attachment G:

**Aliso Viejo Stormwater Litter Control Project Phase
IV Detailed Project Estimate**

Estimated Project & Maintenance Cost (10-Year Lifespan)

OCTA M2 Tier 1 Round 4 Funding

Catch Basin Filter	Material and Installation		
	Quantity	Unit Price	Total
4' Insert	16	\$ 1,210	\$ 19,360.00
7' Insert	41	\$ 1,590	\$ 65,190.00
10' Insert	16	\$ 1,590	\$ 25,440.00
14' Insert	16	\$ 1,900	\$ 30,400.00
21' Insert	15	\$ 2,085	\$ 31,275.00
28' Insert	5	\$ 2,085	\$ 10,425.00
Replacement Filter	109	\$ 28.39	\$ 3,094.51
Subtotal			\$ 185,184.51
Tax		8.00%	\$ 14,814.76
Total			\$ 199,999.27
Maintenance Matching			
Catch Basin Cleaning Semi-Annually, 10-Year Total	2180.0	\$ 51	\$ 111,180.00
Subtotal			<u>\$ 111,180.00</u>
Total			\$ 111,180.00
Total Estimate Project Cost			\$ 311,179.27
Matching Percentage			35.73%

**Attachment H:
Detailed Project Schedule**

Project Task	Start Date	Completion Date
City Council Approval	<u>5/20/2015</u>	<u>5/20/2015</u>
Project Design and Permitting	<u>N/A</u>	<u>N/A</u>
Award of Contract	<u>7/1/2015</u>	<u>7/1/2015</u>
Construction/Installation	<u>8/1/2015</u>	<u>10/31/2015</u>

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR STORMWATER LITTER CONTROL PROJECT PHASE IV

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, Orange County Transportation Authority ("OCTA") has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Aliso Viejo possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and;

WHEREAS, by formal action, the City Council of the City of Aliso Viejo authorizes the nomination of Aliso Viejo Stormwater Litter Control Project Phase IV including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Aliso Viejo to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Aliso Viejo will maintain and operate the equipment acquired and installed for the Aliso Viejo Stormwater Litter Control Project Phase IV; and

WHEREAS, the City of Aliso Viejo will give OCTA's representatives access to and the right to exam all records, books, papers, or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of Aliso Viejo will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and ensure that the project is completed; and

WHEREAS, the City of Aliso Viejo will comply, where applicable, with provisions of the California Environmental Quality Act, the Nation Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations;

NOW, THEREFORE, BE IT RESOLVED that the **City of Aliso Viejo**, hereby authorizes the Environmental Programs Manager as the official representative of the City of Aliso Viejo to apply for the Environmental Cleanup, Tier 1 Grant Program for the Aliso Viejo Stormwater Litter Control Project Phase IV.

BE IT FURTHER RESOLVED that the **City of Aliso Viejo**, agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED, APPROVED AND ADOPTED this _____.

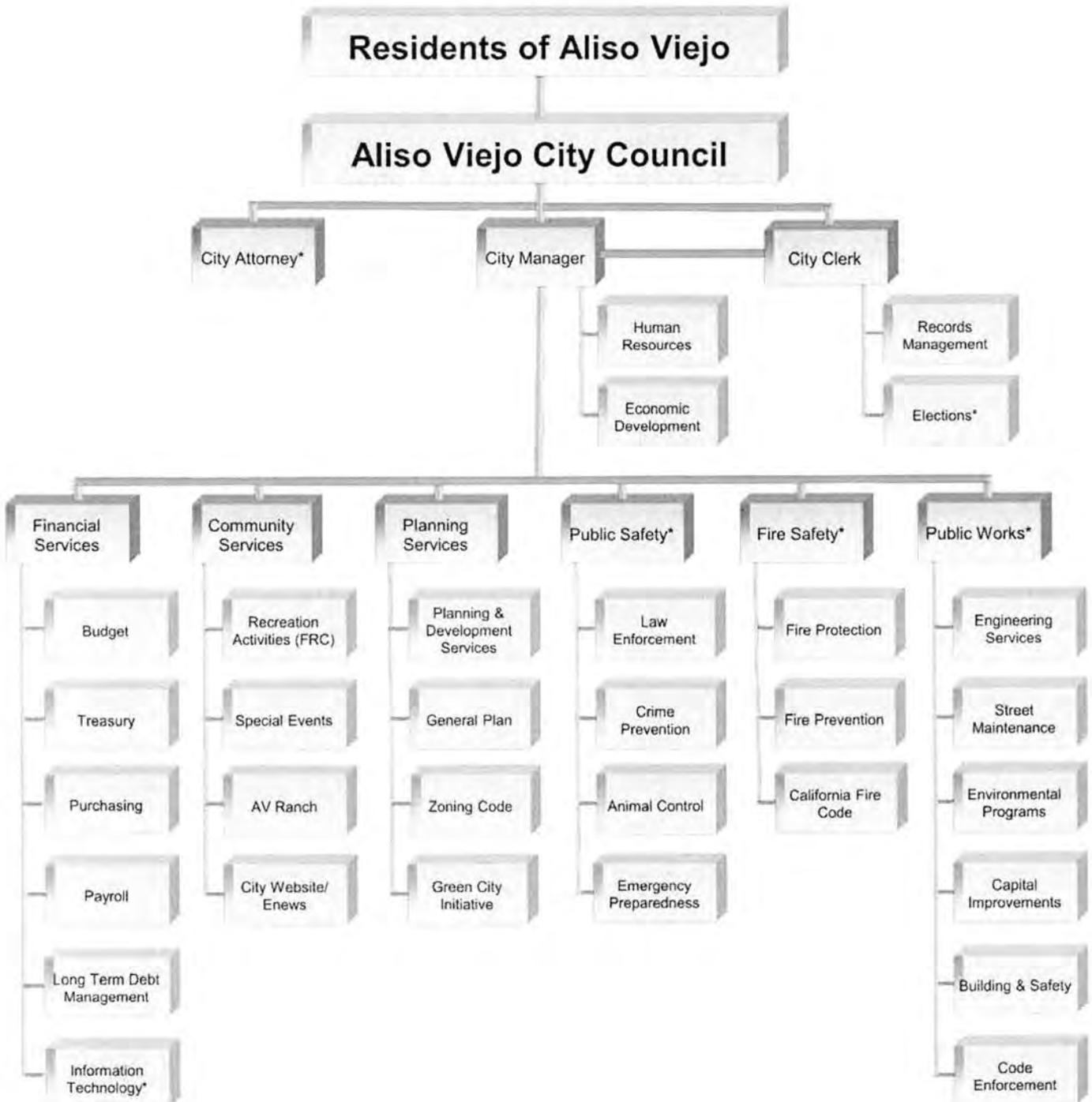
William Phillips,
Mayor

ATTEST:

Mitzi Ortiz,
City Clerk

Attachment J

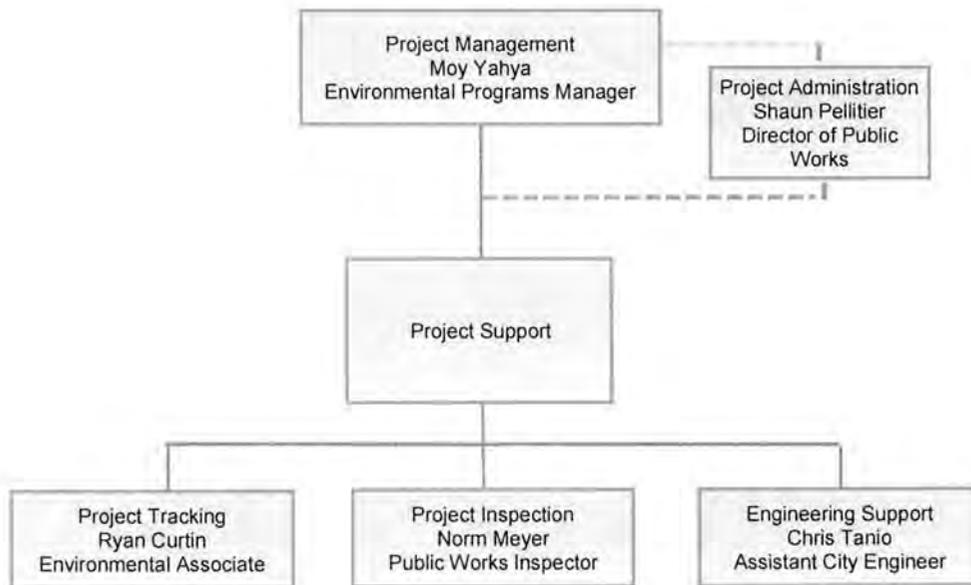
Organization Chart
of
The City of Aliso Viejo
July 1, 2012



* Contract Services

Attachment J:

Aliso Viejo Project Organizational Chart
Aliso Viejo Stormwater Litter Control Project - Phase IV



City of Aliso Viejo

Agenda Item



DATE: May 20, 2015

TO: Mayor and City Council

FROM: Glenn Yasui, Director of Administrative Services

SUBJECT: AGREEMENT WITH KOSMONT COMPANIES FOR ECONOMIC DEVELOPMENT CONSULTANT SERVICES

Recommendation:

1. Approve the Agreement between Kosmont Companies ("Kosmont") and the City of Aliso Viejo for economic development consultant services.
2. Authorize the City Manager to execute the Agreement with Kosmont.

Fiscal Impact:

The Agreement provides compensation not to exceed \$50,000 for economic development consultant services. There is sufficient funding available in the 2014-15 operating budget for Kosmont to proceed with the scope of services described in the Agreement. Sufficient funding for Kosmont to complete the scope of services is included in the proposed 2015-16 operating budget.

Background:

In 2012, the City implemented an Economic Development Plan consisting of a wide variety of programs and projects. We believe it is in the City's best interest to refocus our Economic Development Plan by placing a greater emphasis on business attraction. Toward this end, the City is seeking an economic development consultant to concentrate on business attraction that will result in additional shopping and dining establishments for residents, stimulate job growth and increase the City's tax base.

Discussion:

Kosmont has been providing economic development consulting services to cities since 1986. Kosmont plans to assign four consultants to Aliso Viejo with a wide variety of public and private sector experience. Kosmont prepared and submitted a proposal designed to attract new businesses to Aliso Viejo. The proposed scope of services is described as follows:

Task 1: Project Kick-Off and Demographic/Economic Analysis

Kosmont proposes to evaluate the trade area and existing business and retail/restaurant conditions. The evaluation would include an analysis of retailer/restaurant voids.

Task 2: Economic Development Strategy and Implementation Plan

Kosmont proposes to prepare an Economic Development Strategy and Implementation Plan which would contain recommended strategies for attracting technology, biomedical, retail and restaurants. The Plan would identify key businesses, retailers and restaurateurs to be targeted and outline strategies and outreach efforts for attraction. Kosmont would consider the potential for businesses to generate tax revenue for the City, create jobs and fill voids. Kosmont would also identify possible funding sources, financing structures and other economic development tools to be utilized in the business attraction effort.

Task 3: Economic Development Presentation

Kosmont proposes to present the findings and recommendations from Tasks 1 and 2 at a Council Meeting. This provides the Council with an opportunity to provide feedback on the types of businesses identified by Kosmont.

Task 4: Initial Plan Implementation

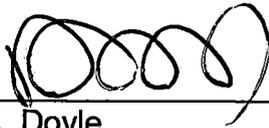
Kosmont would work collaboratively with the City on the initial implementation of the Plan. Kosmont's role in the initial recruitment of targeted businesses would consist of conducting marketing outreach (telephone and email), arranging property tours, attending ICSC and other retail conferences, and other project development/land use activities.

Conclusion

Kosmont has significant resources in terms of consulting staff with vast experience to meet the City's needs of attracting businesses to Aliso Viejo. Kosmont proposes to perform Tasks 1 through 3 in 8 to 12 weeks culminating in a presentation to the City Council. Upon approval by the City Council, Kosmont would proceed with Task 4 (Initial Plan Implementation). The attached professional services agreement includes a scope of services consisting of Tasks 1 through 4 for an amount not to exceed \$50,000.


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 final flourish, positioned above a horizontal line.

David A. Doyle
City Manager

Attachments: Agreement for Economic Development Consultant Services

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2015, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and Kosmont & Associates, Inc., doing business as Kosmont Companies with its principal place of business at 865 South Figueroa Street, 35th Floor, Los Angeles, CA 90017 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the economic development consultant services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **June 1, 2015 to June 30, 2016**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two

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

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. The City Manager hereby designates **Glenn Yasui**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least one (1) year from termination or expiration of this Agreement.

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

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

(A) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

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

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

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

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

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

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

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand Dollars (\$50,000.00)** ("Total Compensation") without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City. The City Manager may approve Extra Work, provided the cost of the Extra Work, does not exceed ten percent (10%) of the Total Compensation as set forth in Section 3.3.1, for a total increase of \$5,000.00. Any Extra Work in excess of this amount shall be approved by the City Council.

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: Kosmont Companies
 865 South Figueroa Street, 35th Floor
 Los Angeles, CA 90017
 Attn: Larry J. Kosmont

City: City of Aliso Viejo
 12 Journey, Suite 100
 Aliso Viejo, CA 92656
 Attn: Glenn Yasui

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to

any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

3.5.7 Indemnification.

3.5.7.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action,

costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

3.5.13 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the

prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

3.6 Subcontracting.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement for economic development consultant services on this ____ day of _____, 2015.

CITY OF ALISO VIEJO

KOSMONT & ASSOCIATES, INC.
doing business as Kosmont Companies

By: _____
David A. Doyle
City Manager

By: _____
Name: Larry J. Kosmont

Title: President & CEO

Attest:

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

By: _____
Mitzi Ortiz, MMC
City Clerk

By: _____
Name: Susan Perry

Title: Corporate Secretary

Approved as to Form:

BEST BEST & KRIEGER LLP

By: _____
Best Best & Krieger LLP
City Attorney

Approved as to Compliance with Budget:

By: _____
Gina Tharani
Director of Financial Services

EXHIBIT "A"

SCOPE OF SERVICES

[SEE ATTACHED PROPOSAL]

SCOPE OF SERVICES

Task 1: Project Kick-Off & Demographic/Economic Analysis

Kosmont will conduct a kick-off meeting and tour of the City with City Staff to initiate the assignment, including review of potential economic development opportunity sites within the City, such as Aliso Viejo Town Center. City will provide Kosmont with existing relevant market data, such as property history, ownership, traffic counts, etc.

Kosmont will evaluate the trade area and existing business and retail/restaurant conditions. The evaluation will include an analysis of retailer/restaurant voids and demographic information within standard geographic boundaries (e.g. various radii centered at opportunity site locations, City limits) as deemed relevant by Consultant. Results of Task 1 analyses will be summarized in PowerPoint Presentation format.

Task 2: Economic Development Strategy and Implementation Plan ("Plan")

Based on results of Task 1 analysis, Kosmont will prepare an Economic Development Strategy and Implementation Plan ("Plan"), which will contain recommended potential biotechnology business and retail/restaurant attraction strategies for the Client. The Plan will highlight business attraction strategies and key retail opportunity sites/areas within the City such as Aliso Viejo Town Center specifically for restaurant uses, and corresponding strengths, challenges, and opportunities with regard to future development/redevelopment.

The Plan will generally identify key businesses and retailers/restaurateurs which can be targeted and outline strategies and outreach efforts for attraction. Kosmont will consider the ability of potential tenants to generate tax revenue for the city, create jobs, and fill "voids" (e.g., restaurants and biotechnology sectors) identified during the evaluation.

As relevant to property revitalization, Kosmont will identify possible funding sources, financing structures, and/or other economic development tools, such as, but not limited to, zoning strategies (e.g. development opportunity reserve), Affordable Housing and Sustainable Communities (AHSC) Cap-and-Trade Funds and/or other grants, public (tax-exempt) or public/private (taxable/tax-exempt) bonds or notes, lease or lease/leaseback financing, site-specific tax revenue pledges, enhanced infrastructure financing districts (EIFD), and/or EB-5 immigrant investment. The Task 2 Plan will be summarized in PowerPoint Presentation format.

Task 3: Economic Development Presentation

Consultant will present a Summary PowerPoint Presentation characterizing the Task 1 Analysis Summary and Task 2 Plan at a City Council forum / meeting as deemed appropriate by City and Consultant. Consultant will incorporate staff, Council, and/or other stakeholder feedback into revision of the Summary PowerPoint Presentation.

Task 4: Initial Plan Implementation

Kosmont will work collaboratively with the City on the initial execution and implementation of the Plan identified and approved by the City pursuant to Task 3. Kosmont will assist in the initial recruitment of targeted biotechnology businesses and retailers/restaurateurs by conducting marketing outreach, consisting of telephone and e-mail outreach, arranging property tours, attendance and representation at International Council of Shopping Centers (“ICSC”) and/or other retail conferences, and/or other recruiting and project development / land use activities as may be appropriate to solicit interest in the City. As appropriate, Kosmont will perform outreach to existing property owners.

Potential Future Services

Task 4 is not meant to represent comprehensive implementation of the Plan, but rather the initiation of implementation efforts referenced above. Kosmont will be available to assist in the further implementation of the Plan, such as further business and retail recruitment efforts, analysis of possible fiscal benefits, developer requests for proposals and related developer negotiations, evaluation of development pro formas, incentive programs, and funding sources related to prospective new retailers and development as directed by Client, time and budget for which will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work as soon as authorized by Client. Client will provide Consultant with existing relevant market data, such as property history, ownership information, traffic counts, etc. Delivery of a draft Summary PowerPoint Presentation is estimated within 8 to 12 weeks from project initiation.

Additional time and budget may be necessary for the further implementation of the Plan as directed by Client, which will be outlined at the appropriate time in a follow-on scope to be approved by Client in advance.

IV. COMPENSATION

The compensation for Tasks 1 through 4 is estimated below to be billed on a time and materials basis.

Task	Estimated Budget
1) Project Kick-Off & Demographic/Economic Analysis	\$12,500
2) Economic Development Strategy and Plan	\$17,500
3) Economic Development Presentation	\$2,500
4) Initial Plan Implementation	\$17,500
Estimated Total	\$50,000

EXHIBIT "B"
SCHEDULE OF SERVICES

Services to be performed as scheduled by mutual agreement of City and Consultant.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the first renewal period shall be from July 1, 2016 to June 30, 2017 . The second renewal period shall be from July 1, 2017 to June 30, 2018.

EXHIBIT "C"
COMPENSATION

[SEE ATTACHED FEE SCHEDULE]

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

**Kosmont Companies
 2015 Public Agency Fee Schedule**

Professional Services

President & CEO	\$295.00/hour
Partner / Senior Vice President / Senior Consultant	\$275.00/hour
Vice President / Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
Technical / Research Staff	\$ 95.00/hour

• **Additional Expenses**

In addition to professional services (labor) fees:

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) For **Third Party Vendor(s)** retained on behalf of client (with Client's advance approval), fees and costs will be billed to Client at 1.1X (times) fees and costs.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2015.



City of Aliso Viejo

AGENDA ITEM

DATE: May 20, 2015

TO: Mayor and City Council

FROM: Albert Armijo, Director of Planning Services
Larry Lawrence, Consulting Planner

SUBJECT: PA15-005 – CONTINUED REVIEW OF VERIZON WIRELESS' PROPOSED CONDITIONAL USE PERMIT FOR THE PLACEMENT OF SIX PANEL ANTENNAS ON A LIGHT POLE AT ALISO VIEJO COMMUNITY PARK PLUS A BASE STATION. THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER CEQA GUIDELINES SECTIONS 15301 AND 15302

RECOMMENDED ACTION

Staff recommends the City Council adopt the attached resolution approving a conditional use permit for the placement of six panel antennas on a light pole at Aliso Viejo Community Park ballfield plus a supporting base station, and find the use categorically exempt under State CEQA Guidelines.

Applicant: For Verizon Wireless,
Ross Miletich, Core Development Services
2749 Saturn Street
Brea, CA 92821, 714-294-8933
rmiletich@core.us.com

Discussion

At the May 6 meeting, the Council raised concerns regarding AVCA approval of the subject wireless facility at Community Park. As noted by staff, AVCA had authorized the wireless application in writing. The attached document, signed by the AVCA Board President, was filed with the application. It reads:

“PERMIT APPLICATION AND ENTRY AND TESTING AUTHORIZATION

“At no expense to owner, owner or authorized agent of owner, (" Owner") authorizes Los Angeles SMSA, dba Verizon Wireless ("Applicant"), to apply for and obtain any and all necessary entitlements including, but not limited to, building and zoning permits associated with the application by Applicant to use the Property Location noted below (" Property") as a Telecommunications Site (" Site"). Owner of the Property also authorizes Applicant to review and copy any

Planning or Building Department records in regard to the Property. It is understood that any applications may be denied, modified, or approved with conditions and that such conditions or modifications must be complied with prior to issuance of zoning, use, or building permits.”

The above document, dated 2/9/15, is signed for AVCA by James Martin, “President”, and is notarized.

In addition to the above, the applicant has provided several e-mails confirming the above approval. One reads in part:

“FYI, last night the Board formally voted to approve the plans on the condition that Musco Lighting confirm that the proposed Verizon installation on the existing Musco pole will not interfere with Musco’s equipment, void their warranty, or cause any other problems with the Musco equipment. I am contacting Musco today.” (2/10/15 E-Mail from Anne Rawlinson, AVCA attorney to Roxana Amini, rep for Verizon)

In a phone conversation on May 7, Marilyn Smith, AVCA’s property management representative, confirmed the above approvals.

Conclusion

Staff recommends approval of the conditional use permit.

Prepared by:

Reviewed by:



Larry Lawrence
Consulting Planner



Albert Armijo
Director of Planning Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachments:

1. AVCA Authorization
2. May 6, 2015 Staff Report

**ATTACHMENT 1:
AVCA AUTHORIZATION**

PERMIT APPLICATION AND ENTRY AND TESTING AUTHORIZATION

At no expense to owner, owner or authorized agent of owner, ("Owner") authorizes Los Angeles SMSA, dba Verizon Wireless ("Applicant"), to apply for and obtain any and all necessary entitlements including, but not limited to, building and zoning permits associated with the application by Applicant to use the Property Location noted below ("Property") as a Telecommunications Site ("Site"). Owner of the Property also authorizes Applicant to review and copy any Planning or Building Department records in regard to the Property. It is understood that any applications may be denied, modified, or approved with conditions and that such conditions or modifications must be complied with prior to issuance of zoning, use, or building permits.

Applicant: Core Communications Group
Representing Los Angeles SMSA, dba Verizon Wireless
2903- Saturn Street #H
Brea, CA 92821
Representative: Erum Ahmed

Owner: Aliso Viejo Community Association

Assessor's Parcel No.: 634-321-33

Project Number & Name: PARK AVENUE
Property Location: Park Avenue
Aliso Viejo, CA 92656

Date: 2/9/15



Owner or Authorized Agent Signature

President

Title

[Notary page to follow]

NOTARY ACKNOWLEDGMENT

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

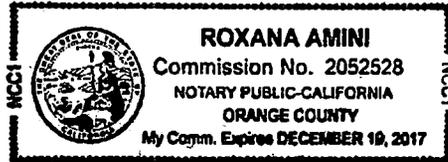
STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On Feb. 9, 2015 before me, Roxana Amini Notary Public, personally appeared James E. Martin who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

**ATTACHMENT 2:
MAY 6 STAFF REPORT**



City of Aliso Viejo

AGENDA ITEM

DATE: May 6, 2015

TO: Mayor and City Council

FROM: Albert Armijo, Director of Planning Services
Larry Lawrence, Consulting Planner

SUBJECT: PA15-005 – REVIEW OF VERIZON WIRELESS' PROPOSED CONDITIONAL USE PERMIT FOR THE PLACEMENT OF SIX PANEL ANTENNAS ON A LIGHT POLE AT ALISO VIEJO COMMUNITY PARK PLUS A BASE STATION. THE PROJECT IS CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW UNDER CEQA GUIDELINES SECTIONS 15301 AND 15302

RECOMMENDED ACTION

Staff recommends the City Council adopt the attached resolution approving a conditional use permit for the placement of six panel antennas on a light pole at Aliso Viejo Community Park ballfield plus a supporting base station, and find the use categorically exempt under State CEQA Guidelines.

Applicant: For Verizon Wireless,
Ross Miletich, Core Development Services
2749 Saturn Street
Brea, CA 92821, 714-294-8933
rmiletich@core.us.com

Property Owner: Aliso Viejo Community Association
c/o Anne Rawlinson
22342-A Avenida Empresa, Suite 100
Rancho Santa Margarita, CA 92668

Location: 110 Park Avenue, next to San Joaquin Corridor, Aliso Viejo

General Plan: "Recreation"
Zoning: OR – Open Space Recreation

Notices: Notice of the hearing for the proposed facility was published in the "Aliso Viejo News" on April 23, 2015. Also, notices were mailed to owners of property within 300 feet of the subject property. **No public comments were received as of the staff report deadline.**

Environmental:

The proposed facility is Categorically Exempt from environmental review per CEQA guidelines Sections 15301 and 15302 because the wireless facility: (1) will eliminate 'holes' in the existing coverage area of a public utility service without expanding its extent; and (2) will involve the replacement of an existing light standard with a new standard of substantially the same size, purpose and capacity). See discussion below.

Background

The proposal is to replace an existing light standard at Aliso Viejo Community Park with a new 80-foot tall light standard with six six-foot antennas mounted above the field lights. A new base station equipment enclosure will be located near the base of the new light standard. The eight-foot high enclosure will be constructed of decorative split-face block.

According to the applicant's letter of justification (Attachment 4), the new facility is intended to, (1) "Provide signal coverage of sufficient strength to achieve consistent, sustainable, and reliable service to customers at a level sufficient for outdoor, in-vehicle, and in-building penetration with good voice and data quality during high-demand periods..."; and (2) "provide additional systems capacity [to] offset the contraction of signal experienced when nearby sites become overloaded..."

The Zoning Code requires a full conditional use permit for the facility because it is in an open space district ("Open Space Recreation") and because of its proposed height (see below under "Height").

The City Attorney's office participated in preparation of this report. In addition, comments were solicited from the Police Services and Public Works Departments.

Discussion

Height

The Zoning Code allows antennas on existing free-standing structures to extend up to ten feet above the height of the existing structure (see excerpt below). In this case, the existing light pole will be replaced by a new one. Thus, for the purposes of the Code provision it is equivalent to an "existing free-standing structure."

“15.42.050 Wireless Design Standards

“...B *Height.* Wireless antennas and accessory equipment shall conform to the maximum structure height of the applicable zoning district except for the following special circumstances:...

- 2. *“Mounting on Existing Free-Standing Structures.* Antennas mounted on existing free-standing structures such as utility towers may extend up to 10 feet above the height of the existing structure provided a conditional use permit is approved for the facility.”

The existing pole is 70 feet in height and the new pole will be 80 feet with antennas. Thus, the new pole meets the Code limit of 70 feet plus 10.

Visual Impacts

View simulations in Attachment 1 show the existing and new poles from several different viewpoints. The new pole will be both higher and larger in diameter to accommodate the new antennas. The pole is ten feet higher and of a larger diameter (22” vs. 13.5”) than the current pole.

The Zoning Code encourages screening of new antennas:

15.42.050 Wireless Design Standards

“...C. *Screening and Visual Mitigation.* To the greatest extent feasible, facilities shall be designed to minimize the visual impact of the facility by means of placement, screening, landscaping and camouflage ... Failure to minimize visual impacts as determined by the decision-making authority shall be grounds for denial of the application. The following are visual impact mitigation measures that shall be required unless the decision-making authority determines in an individual case that a measure is not technically feasible or will not substantially lessen visual impacts:...

“3. *Free-Standing Installations.* The following standards shall apply to all facilities with antennas mounted on poles, towers or other free-standing structures:...

- d. “All antenna components and supporting equipment shall be treated with exterior coatings of a color and texture to match the predominant visual background and/or existing architectural elements so as to visually blend in with the surrounding development. Subdued colors and non-reflective materials that blend with surrounding materials and colors shall be used.”

Per the standards above, the antennas and pole will be painted non-reflective gray to blend in with the sky and viewscape.

Screening structures or “radomes” could also be added around the antennas. However, in the present case, staff believes this would add to the bulk at the top of the pole and

actually increase the visual impact (this can be seen in the existing radome examples in Attachment 5). Therefore, staff does not recommend this type of screening.

The new pole is larger and more visible than the current one. However, staff believes the new design will not create substantial adverse visual impacts because of the following:

- Homes in the vicinity are a minimum of 250 feet away and partially shielded by mature trees. The new pole's primary visibility will be from the playfield itself.
- The number of light poles on the site will remain the same. The new pole, though somewhat higher, will replace an existing pole.

Area Coverage

Attachment 2 shows area coverage with and without the proposed wireless site. The proposed site is shown near the center of the maps. The exhibits show the facility helps fill gaps in coverage for residents, motorists and other users throughout the eastern part of the City.

Required Findings for Approval

Findings required per the Zoning Code to approve a use permit for a wireless facility are addressed below:

1. *Consistency with General Plan. The facility is consistent with the General Plan and any applicable specific plan in that:*

The site is located within a public park, designated "Recreation" on the General Plan Land Use Policy Map. The communications facility is a utility and is thus identified as a "Community Facility" in the General Plan. The Land Use Element states that "...New community facilities may be permitted in any land use designation..." and the communications facility is therefore allowed at the subject site (General Plan p. LU-22). Further, the City is responsible for monitoring and maintaining service levels and standards for public services (General Plan Policy LU-5.2, p. LU-9). Thus, the proposed wireless facility, as a utility installation, is consistent with the General Plan.

2. *Consistency with Zoning Code. The facility conforms to and is consistent with the provisions of the Zoning Code, including, but not limited to, the preferences in section 15.42.040, the design standards in section 15.42.050 and 15.42.060, the collocation requirements in section 15.42.070, and the general requirements in section 15.42.090 in that:*

Pursuant to Section 15.42.080 of the Zoning Code, wireless facilities are permitted within a nonresidential area with a use permit. The proposed wireless facility conforms to provisions of the Zoning Code in that: (1) regarding the locational preferences of Zoning Code section 15.42.040, other locations outside the "OR" district are not suitable to provide the augmentation of wireless signal coverage needed in the area; (2) the unscreened antennas, mounted on a replacement light pole as a "Class 5" installation per Zoning Code section 15.42.040, will result in less visual impact than providing radome screening which would add to the bulk at the top of the pole; (3) the installation conforms to the height and other design standards of Zoning Code section 15.42.050 in that the replacement pole with antennas is 80 feet high or ten feet higher than the existing pole, as allowed under section 15.42.050(B)(2); (4) the installation will not interfere with collocation of other carriers on the same site; and (5) the installation conforms to the setback, lighting, noise and other requirements of Zoning Code section 15.42.090.

3. *Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act (CEQA) in that the City Council finds and determines the proposed facility is categorically exempt from environmental review pursuant to the following sections of the CEQA Guidelines:*

- (1) Class 1 (sec. 15301, *Existing Facilities*): "Consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination...The key consideration is whether the project involves negligible or no expansion of an existing use." For the current project, the exemption applies because the wireless facility will eliminate 'holes' in the existing coverage area of a public utility service without expanding its extent.
- (2) Class 2 (sec. 15302, *Replacement or Reconstruction*): "Consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced..." For the current project, the exemption applies because the wireless facility will involve replacement of an existing light standard with a new standard of substantially the same size, purpose and capacity.

4. *Surrounding Uses. Approval of the application will not create conditions injurious to or incompatible with other properties or land uses in the vicinity in that:*

(1) Surrounding land uses will not experience noise, visual or other effects from the proposed Project due to the substantial separation between the proposed facility and other land uses and public spaces. More specifically, the antenna and base station are over 250 feet from the nearest residence, and the equipment to be installed will not generate significant adverse noise impacts.

(2) The radio frequency Letter of Compliance concludes that the facility will comply with standards for limiting public exposure to RF energy.

5. *Visual Compatibility. The facility is visually compatible with the area surrounding the site and all feasible measures to mitigate visual impacts have been incorporated into the facility design in that:*

The submitted view simulations and other evidence demonstrate visual impacts of the installation will be less than significant because (1) homes in the vicinity are a minimum of 250 feet away and partially shielded by mature trees; and (2) the number of light poles on the site will remain the same. The new pole, though somewhat higher, will replace an existing pole.

6. *Coverage Gap. The facility is necessary to close a significant gap in the applicant's area coverage and/or voice or data capacity, and the applicant has reasonably considered and rejected all less intrusive alternatives in that:*

The expanded facility will serve a large number of residents in surrounding neighborhoods and users traveling on nearby streets and highways. Coverage maps submitted by the applicant show the expanded facility will provide service coverage and additional capacity in areas which presently have marginal coverage and/or capacity.

Conclusions

Staff recommends approval of the conditional use permit for modification to the AT&T wireless facility for the following reasons:

1. The replacement pole will not create substantial adverse visual impacts.
2. The facility is consistent with applicable zoning and the City's wireless regulations.

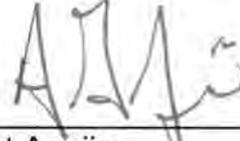
3. All findings necessary for approval of the conditional use permit have been met.

Prepared by:

Reviewed by:

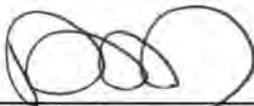


Larry Lawrence
Consulting Planner



Albert Armijo
Director of Planning Services

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

Attachments:

1. View Simulations
2. Coverage Maps
3. Draft Resolution Approving Conditional Use Permit, with Exhibits A: Project Plans and B: Conditions of Approval
4. Project Description and Justification
5. Examples of Radome Screening
6. Large-scale plans

**ATTACHMENT 1:
VIEW SIMULATIONS**



PARK AVENUE

110 PARK AVENUE ALISO VIEJO CA 92656



VIEW 1



EXISTING



PROPOSED LOOKING SOUTHWEST FROM PARK AVENUE

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.



PARK AVENUE

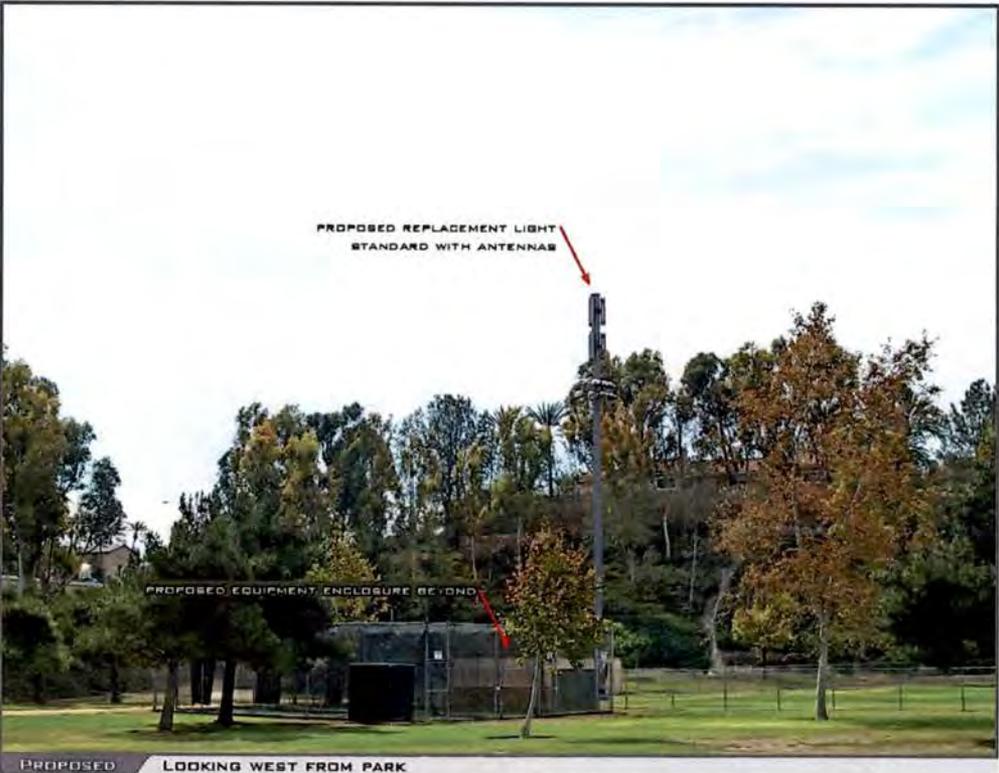
110 PARK AVENUE ALIBO VIEJO CA 92656



VIEW 3



EXISTING



PROPOSED LOOKING WEST FROM PARK

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.



PARK AVENUE
110 PARK AVENUE ALIBO VIEJO CA 92656



VIEW 4



EXISTING

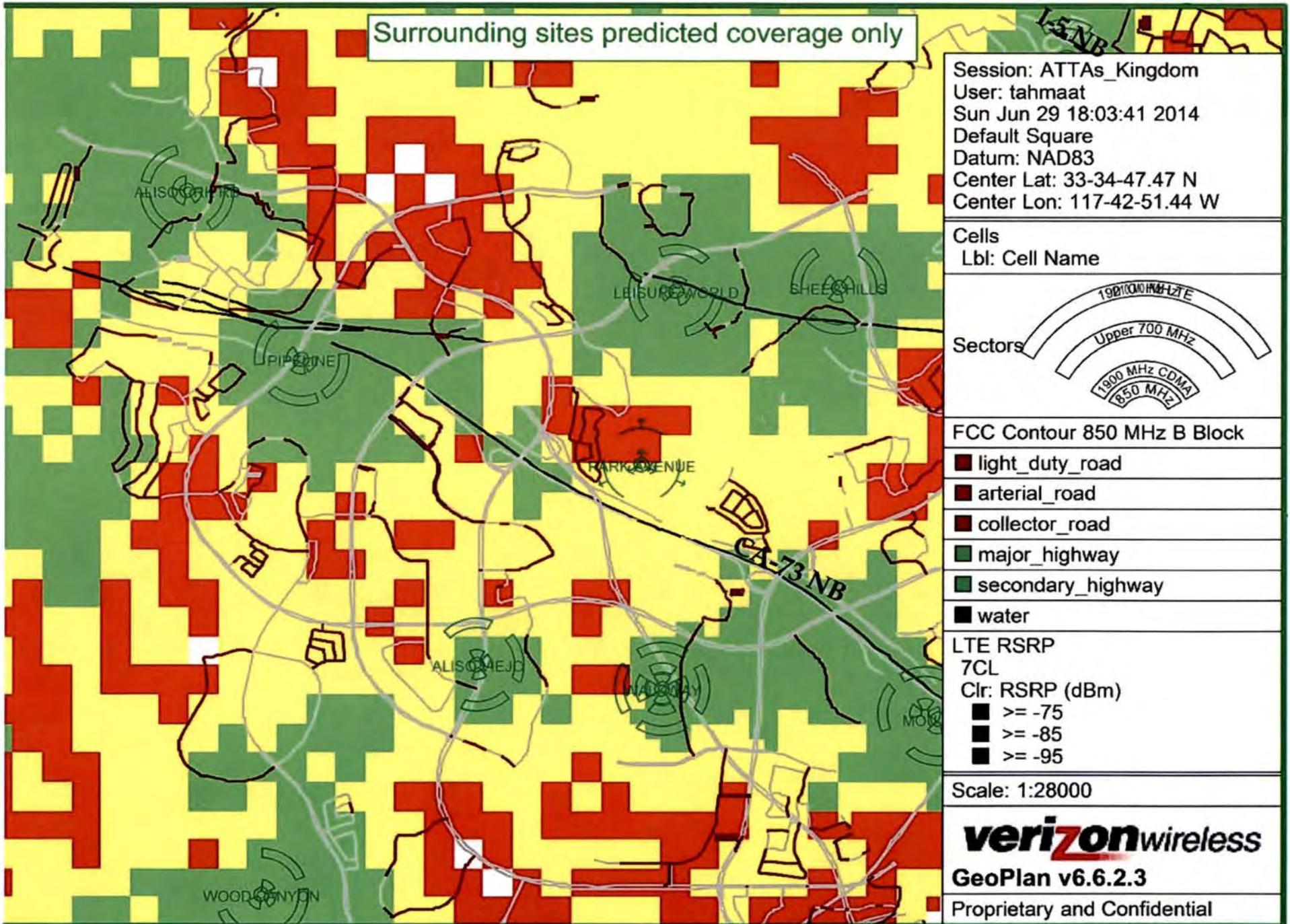


PROPOSED LOOKING NORTHWEST FROM PARK

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.

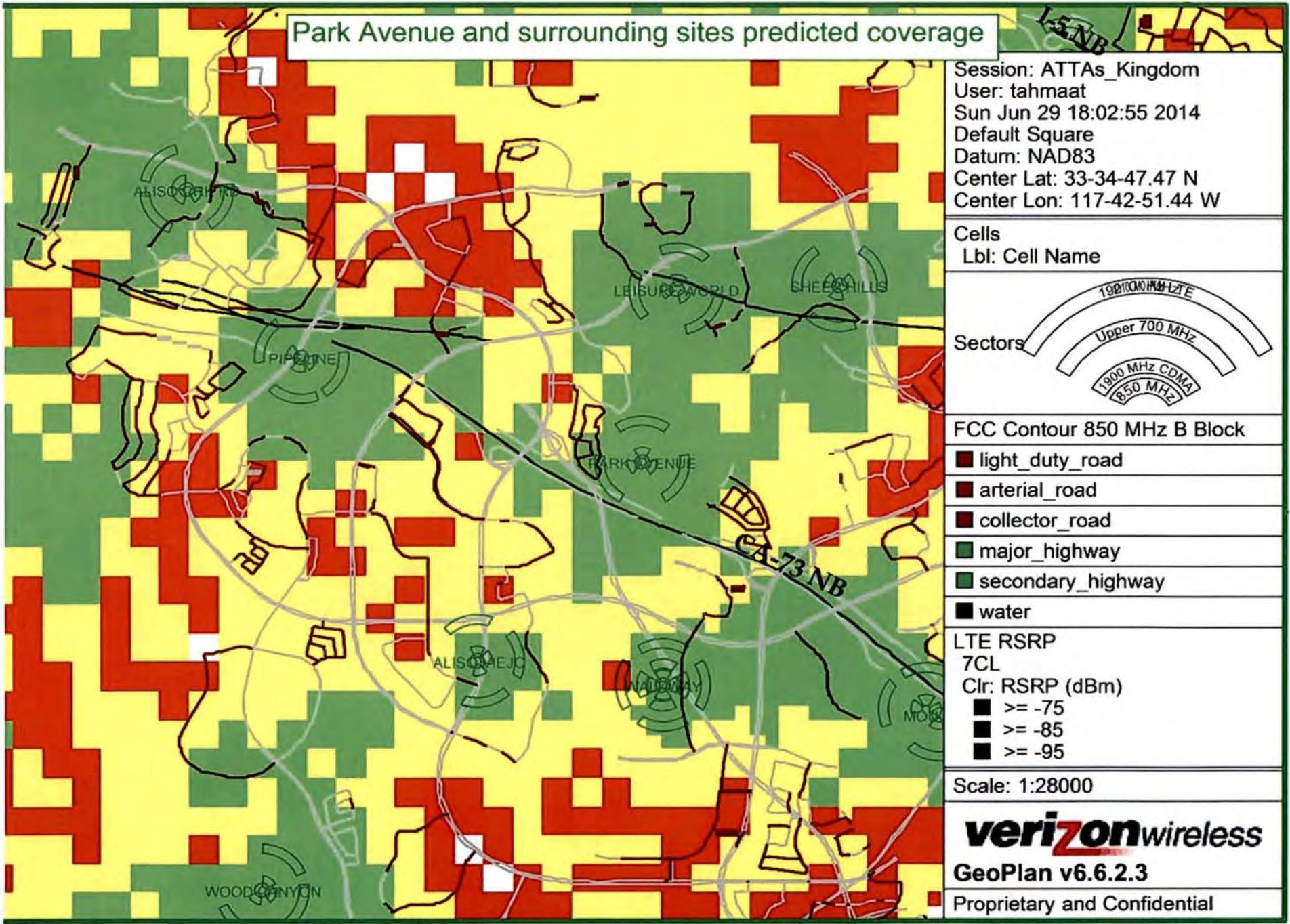
**ATTACHMENT 2:
COVERAGE MAPS**

WITHOUT NEW SITE



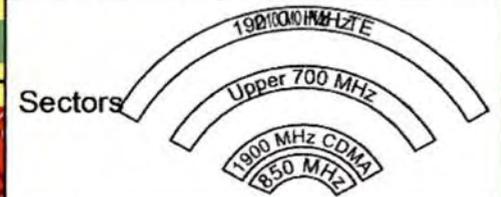
WITH NEW SITE

Park Avenue and surrounding sites predicted coverage



Session: ATTAs_Kingdom
 User: tahmaat
 Sun Jun 29 18:02:55 2014
 Default Square
 Datum: NAD83
 Center Lat: 33-34-47.47 N
 Center Lon: 117-42-51.44 W

Cells
 Lbl: Cell Name



FCC Contour 850 MHz B Block

- light_duty_road
- arterial_road
- collector_road
- major_highway
- secondary_highway
- water

LTE RSRP
 7CL
 Clr: RSRP (dBm)
 ■ >= -75
 ■ >= -85
 ■ >= -95

Scale: 1:28000

verizonwireless
 GeoPlan v6.6.2.3

Proprietary and Confidential

**ATTACHMENT 3:
RESOLUTION**

RESOLUTION NO. 2015 – 00X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT PA15-005 FOR A WIRELESS COMMUNICATIONS FACILITY AT ALISO VIEJO COMMUNITY PARK

WHEREAS, Core Development Services, 2749 Saturn Street, Brea, CA 92821, submitted an application on behalf of Verizon Wireless for a conditional use permit for the placement of six panel antennas on a new light standard at the Aliso Viejo Community Park ballfield (the "Project"), more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Title 14, California Code of Regulations, section 15367, the City of Aliso Viejo ("City") is lead agency for purposes of the Project; and

WHEREAS, the City has reviewed the proposed Project and has determined that it is categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines; and

WHEREAS, the City has determined that none of the exceptions to the categorical exemptions outlined in Title 14, California Code of Regulations, section 15300.2 applies to the Project and the foregoing exemption is sufficient to independently exempt the whole of the action from CEQA; and

WHEREAS, on May 6, 2015, the City Council held a duly-noticed public hearing as prescribed by law to consider the conditional use permit; and

WHEREAS, the City Council considered public testimony and evidence and recommendations presented by staff in its staff report and oral presentation.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ALISO VIEJO CALIFORNIA HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Determination of Recitals. The City Council hereby finds and determines that all of the recitals set forth above are true and correct. The above recitals are hereby incorporated as substantive findings of this Resolution.

SECTION 2. Compliance with the California Environmental Quality Act.

The City Council hereby finds and determines the proposed facility is categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) and the following sections of the CEQA Guidelines:

- (1) Class 1 (sec. 15301, *Existing Facilities*) "Consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public

or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination... The key consideration is whether the project involves negligible or no expansion of an existing use." For the current project, the exemption applies because the wireless facility will eliminate 'holes' in the existing coverage area of a public utility service without expanding its extent.

- (2) Class 2 (*sec. 15302, Replacement or Reconstruction*), "Consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced..." For the current project, the exemption applies because the wireless facility will involve replacement of an existing light standard with a new standard of substantially the same size, purpose and capacity.

To the extent the Class 1 and 2 categorical exemptions apply to the proposed Project, the City Council hereby finds and determines none of the exceptions to the categorical exemptions applies. (State CEQA Guidelines, § 15300.2.) Specifically, the Project is not located in a particularly sensitive environment. Improvements will be installed on a site in an urbanized/developed area. The cumulative impact of successive projects of this same type in the same place over time will not be significant because the number of antennas that can be installed on this property are constrained by the purpose and use of the park and playfields. Installing antennas or base stations do not involve unusual circumstances because they constitute a standard installation with equipment typical of modern "4G" or 4th generation installations. The equipment will not be located within an officially designated state scenic highway. Thus, the proposed Project will not have an impact in this regard. Similarly, the site is not located on a site designated pursuant to Government Code section 65962.5 (Cal/EPA Hazardous Waste and Substances Site List). Finally, the proposed Project does not involve any improvements, modifications, or other changes to an historical resource. Therefore, none of the circumstances outlined in Title 14, California Code of Regulations, section 15300.2 applies. Thus, the categorical exemptions described above remain applicable to the proposed Project.

SECTION 3. Findings. Pursuant to Zoning Code Section 15.42.080, The City Council hereby makes the following findings in conjunction with approval of the subject conditional use permit:

1. *Consistency with General Plan. The facility is consistent with the General Plan and any applicable specific plan in that:*

The site is located within a public park, designated "Recreation" on the General Plan Land Use Policy Map. The communications facility is a utility and is thus identified as a "Community Facility" in the General Plan. The Land Use Element states that "...New community

facilities may be permitted in any land use designation...” and the communications facility is therefore allowed at the subject site (General Plan p. LU-22). Further, the City is responsible for monitoring and maintaining service levels and standards for public services (General Plan Policy LU-5.2, p. LU-9). Thus, the proposed wireless facility, as a utility installation, is consistent with the General Plan.

2. *Consistency with Zoning Code. The facility conforms to and is consistent with the provisions of the Zoning Code, including, but not limited to, the preferences in section 15.42.040, the design standards in section 15.42.050 and 15.42.060, the collocation requirements in section 15.42.070, and the general requirements in section 15.42.090 in that:*

Pursuant to Section 15.42.080 of the Zoning Code, wireless facilities are permitted within a nonresidential area with a use permit. The proposed wireless facility conforms to provisions of the Zoning Code in that: (1) regarding the locational preferences of Zoning Code section 15.42.040, other locations outside the “OR” district are not suitable to provide the augmentation of wireless signal coverage needed in the area; (2) the unscreened antennas, mounted on a replacement light pole as a “Class 5” installation per Zoning Code section 15.42.040, will result in less visual impact than providing radome screening which would add to the bulk at the top of the pole; (3) the installation conforms to the height and other design standards of Zoning Code section 15.42.050 in that the replacement pole with antennas is 80 feet high or ten feet higher than the existing pole, as allowed under section 15.42.050(B)(2); (4) the installation will not interfere with collocation of other carriers on the same site; and (5) the installation conforms to the setback, lighting, noise and other requirements of Zoning Code section 15.42.090.

3. *Compliance with CEQA. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act in that:*

See Section 2 preceding.

4. *Surrounding Uses. Approval of the application will not create conditions injurious to or incompatible with other properties or land uses in the vicinity in that:*

(1) Surrounding land uses will not experience noise, visual or other effects from the proposed Project due to the substantial separation between the proposed facility and other land uses and public spaces. More specifically, the antenna and base station are over 250 feet

from the nearest residence, and the equipment to be installed will not generate significant adverse noise impacts.

(2) The radio frequency Letter of Compliance concludes that the facility will comply with standards for limiting public exposure to RF energy.

5. *Visual Compatibility. The facility is visually compatible with the area surrounding the site and all feasible measures to mitigate visual impacts have been incorporated into the facility design in that:*

The submitted view simulations and other evidence demonstrate visual impacts of the installation will be less than significant because (1) homes in the vicinity are a minimum of 250 feet away and partially shielded by mature trees; and (2) the number of light poles on the site will remain the same. The new pole, though somewhat higher, will replace an existing pole.

6. *Coverage Gap. The facility is necessary to close a significant gap in the applicant's area coverage and/or voice or data capacity, and the applicant has reasonably considered and rejected all less intrusive alternatives in that:*

The expanded facility will serve a large number of residents in surrounding neighborhoods and users traveling on nearby streets and highways. Coverage maps submitted by the applicant show the expanded facility will provide service coverage and additional capacity in areas which presently have marginal coverage and/or capacity.

SECTION 4. Approval. Based on the preceding findings, the City Council hereby approves Conditional Use Permit PA15-005 subject to conditions set out in Exhibit "B" attached hereto.

SECTION 5. Notice of Exemption. Within five working days after the passage and adoption of this Resolution, the City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project.

SECTION 6. Custodian of Records. The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

PASSED, APPROVED AND ADOPTED this 6th day of May 2015.

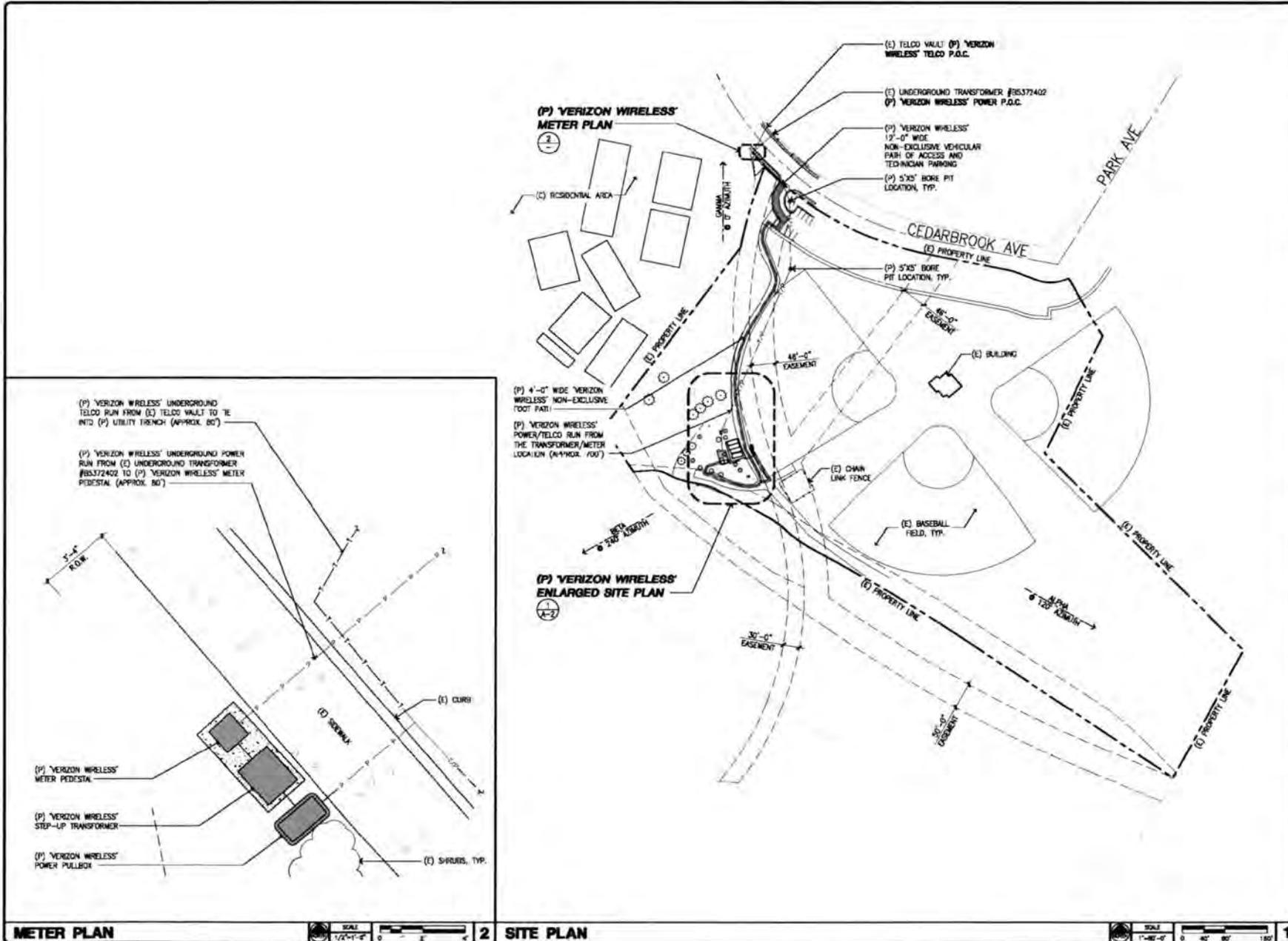
William "Bill" Phillips
Mayor

ATTEST:

Mitzi Ortiz
City Clerk

RESOLUTION EXHIBIT A: PROJECT PLANS

SITE PLAN



REV	DATE/BY	DESCRIPTION
0	04/15/14 CAP	ISSUED FOR 1408 EDR

ENGINEER / CONSULTANT

SITE BUILDER

1900 SAGE CANYON AVENUE
SUITE 2, FIRST FLOOR
IRVINE, CALIFORNIA 92618
848.386.7000

ABC DEVELOPMENT

3749 Saturn Street
Irvine, California 92618
(714)730-2494 (714)933-4441 fax
www.core.us.com

SITE DEVELOPMENT

3749 Saturn Street
Irvine, California 92618
(714)730-2494 (714)933-4441 fax
www.core.us.com

SITE INFORMATION

SITE NAME:
PARK AVENUE

SITE ADDRESS:
26361 CEDARBROOK
ALISO VIEJO, CA 92656

ORANGE COUNTY
SHEET 101F

SITE PLAN AND METER PLAN

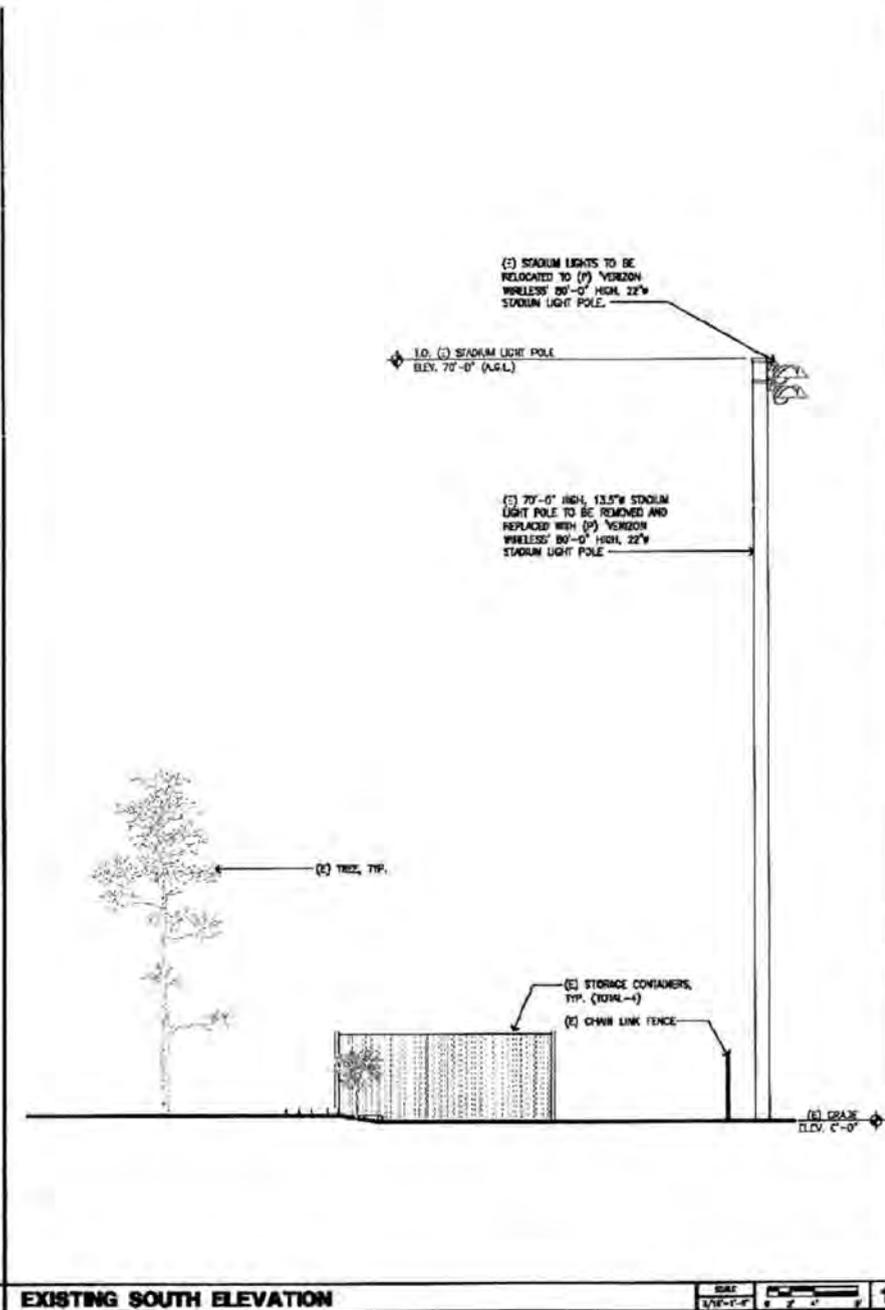
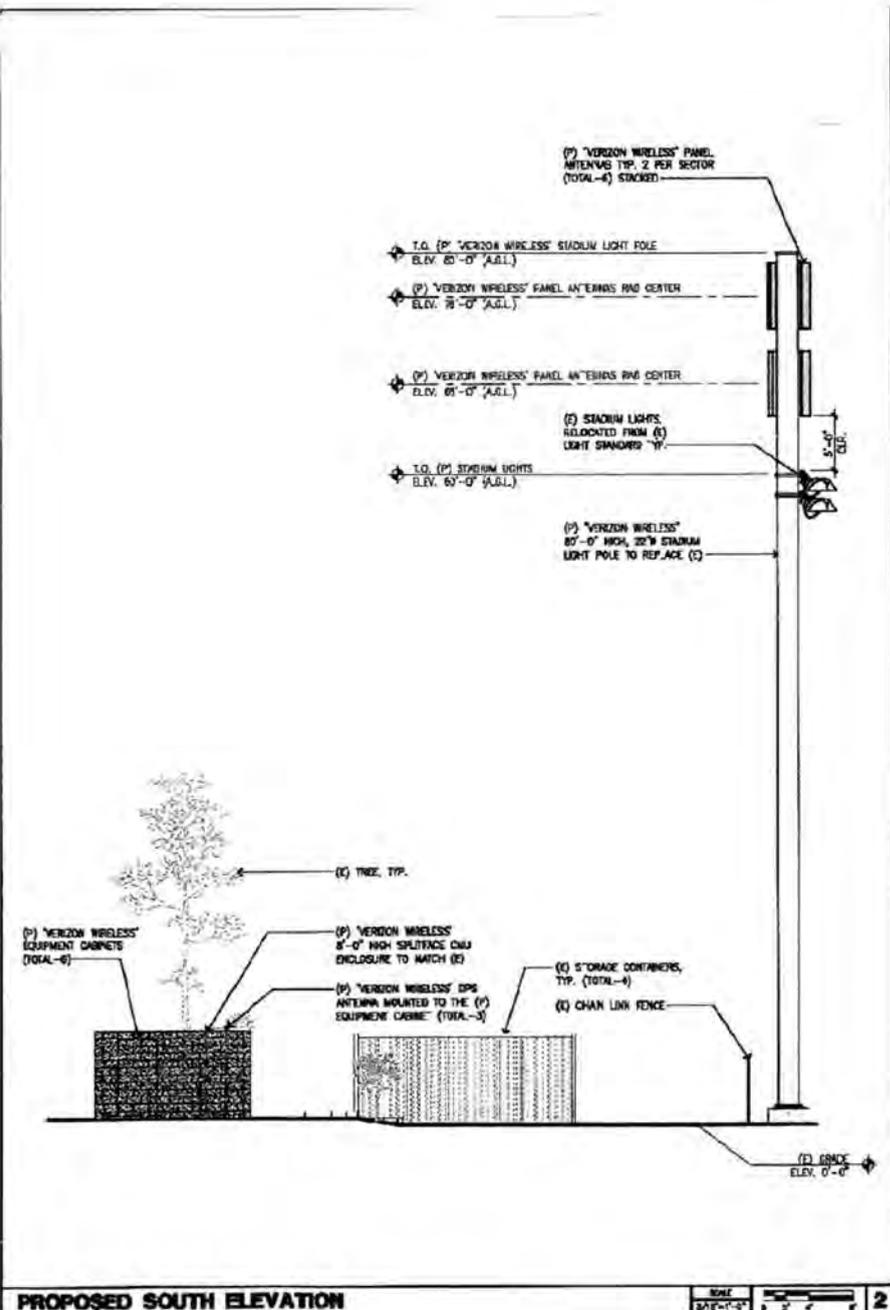
DRAWING INFORMATION

DRAWN BY	CHECKED BY	ISSUE DATE
CAP	SMR	05.14.2014

SHEET NUMBER

A-1

SOUTH ELEVATION



REV	DATE/DT	DESCRIPTION
0	04/21/14	ISSUED FOR PERMITS

ENGINEER / CONSULTANT



SITE SUBJECT



ABC DEVELOPMENT



SITE DEVELOPER



SITE INFORMATION

PARK AVENUE

25361 CLIMBROOK
ALISO VIEJO, CA 92658
ORANGE COUNTY

SHEET TITLE

SOUTH ELEVATIONS

DRAWING INFORMATION

DRAWN BY	CHECKED BY	ISSUE DATE
DP	SM	05.14.2014

SHEET NUMBER

A-4

RESOLUTION EXHIBIT B: CONDITIONS OF APPROVAL

FOR CONDITIONAL USE PERMIT PA15-005:
VERIZON WIRELESS COMMUNICATIONS FACILITY
AT ALISO VIEJO COMMUNITY PARK

Approval Date: **May 6, 2015**
Deadline for Issuance of Building Permit: **May 6, 2017**

These conditions of approval apply to Conditional Use Permit PA15-005. Any proposed change of use or expansion of the area or modifications to the site plan or structures shall be submitted to the Director of Planning Services for review and approval. Further, details and/or timing of conditions listed herein may be modified by the responsible department head or agency representative if that person determines the modification will not result in a significant change in the project as approved, the modification complies with the spirit and intent of this approving action, and the purpose of the condition will be better served by such modification.

For the purpose of these conditions, the term "applicant" shall mean the applicant, owner, developer, authorized agent or any successor(s) in interest to the terms of this approval. The term "Director" or "Planning Director" shall mean the Director of Planning Services for the City of Aliso Viejo unless another Director is specified.

1. Project Description. This approval permits placement of six panel antennas on a light pole at Aliso Viejo Community Park ballfield plus a supporting base station, more particularly described on Exhibit "A" attached hereto.
2. Period of Validity. Approval of this application is valid for a period of two years from the effective date set out above. If building or other ministerial permits for the project are not issued within such period of time, the approval shall expire and shall thereafter be null and void unless an extension is requested by the applicant prior to the expiration date and subsequently approved by the Director pursuant to Zoning Code section 15.74.100.
3. Development Per Approved Plans. This approval constitutes a precise plan for location and design of uses, structures, features and materials submitted with this application and depicted on approved plans. Development shall occur substantially as shown on the plans approved for this project and on file in the Planning Department, subject to any modifications imposed by the conditions of approval herein as confirmed by the Director of Planning Services. Any land use, construction or improvement not specifically approved by this conditional use permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature or material not specifically approved shall require an amendment to the approved plans unless the Director determines that such modifications are minor and consistent with the spirit and intent of the original approving action and that the action would have been the same for the modifications as for the approved plans. The Director may approve such minor modifications in accordance with Zoning Code section 15.74.110 without requiring a new public hearing. If the Director determines that a proposed modification is not minor, it shall be processed in the same manner as the original plans.
4. Payment of Fees. The applicant shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with conditions. All

- fees and expenses shall be paid in full prior to issuance of a certificate of occupancy. Prior to issuance of applicable City approvals or permits, the applicant shall be fully responsible for reimbursing the City of Aliso Viejo for all expenses incurred to process the application and assure compliance with all conditions of approval.
5. Coordination with Sheriff and OCFA. Prior to issuance of any permits to install the facility, the applicant shall meet in good faith to coordinate use of frequencies and equipment with the Orange County Sheriff's Department (OCSD) Communications Bureau and the Orange County Fire Authority to minimize, to the greatest extent possible, any interference with the Public Safety 800 MHz Countywide Coordinated Communications System (CCCS). Similar consideration shall be given to any other existing or proposed wireless communications facility that may be located on the property.
 6. Radio Interference. Should interference with the OCSD Communication System radio occur, use of the interfering facility shall be suspended until the radio frequency is corrected and verification of compliance is reported.
 7. RF Compliance Report. Within 30 days after installation of the wireless facility, a radio frequency (RF) compliance and radiation report prepared by a qualified RF engineer acceptable to the City shall be submitted to demonstrate the facilities are operating at the approved frequency and comply with FCC standards for radiation. If the report shows the facility does not comply, use of the facilities shall be suspended until the facility is modified to comply and a new report has been submitted confirming such compliance.
 8. Phone Contact. The applicant shall provide a 24-hour phone number to which interference problems may be reported. Applicant will provide a "single point of contact" in its Engineering and Maintenance Department to ensure continuity on all interference issues. The name, telephone number, fax number, and e-mail address of that person shall be provided to the City's designated representative upon activation of the facility.
 9. Compliance With Conditions. The applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to the granting of these permits may constitute grounds for revocation of the permit(s) in accordance with Zoning Code section 15.74.120.
 10. Compliance with Regulations. The applicant shall ensure design, maintenance, and operation of the permit area and fixtures thereon shall comply with all applicable regulations of the Municipal Code and all requirements and enactments of federal, state, county and city authorities. All such requirements and enactments shall by reference become conditions of this permit whether or not they are listed as conditions.
 11. Compliance with Building Codes. The wireless communications facility shall comply with standards, regulations and requirements of current editions of the California Building Code, California Plumbing Code and California Mechanical Code, California Electrical Code, including any local amendments adopted by the City of Aliso Viejo.

12. Future Modifications. The applicant shall notify the Director of Planning Services of the following: any proposal to change height or size of the facility; increase size, shape, or number of antennas; change facility color, materials, or location; or increase the signal output above maximum permissible exposure (MPE) limits imposed by the radio frequency emissions guidelines of the FCC. The Director shall determine the review process for such modifications in accordance with Zoning Code section 15.74.110.
13. Abandonment. If the applicant abandons or intends to abandon or discontinue use of the wireless communication facility, the applicant shall notify the Director of Planning Services by certified mail no less than 30 days prior to such action. If the applicant abandons or discontinues use of the wireless communication facility for any reason, the applicant shall remove all its equipment on the site, including, but not limited to, antennas, related equipment, and concrete within 60 days of notifying the Director of Planning Services of abandonment or intent of abandonment or discontinuation. Further, the applicant shall submit a deposit or other surety sufficient to cover cost of removal of the installation in the event of abandonment. Form and amount of the deposit or other surety shall be determined by the Building Official.
14. Violations. This conditional use permit may be modified and/or revoked if the City determines the facility or operator has violated any law regulating the wireless permit facility or has failed to comply with these Conditions of Approval.
15. Indemnification. The Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

**ATTACHMENT 4:
PROJECT DESCRIPTION AND JUSTIFICATION**

City of Aliso Viejo
APPLICATION FOR A CONDITIONAL USE PERMIT
Project Information and Justification

BACKGROUND

With current efforts underway to establish the required infrastructure for its network in the City of San Diego, Verizon Wireless has retained the services of Core Development Services to facilitate the land use entitlement process. On behalf of Verizon, Core is submitting an application to the City requesting approval to construction and operation an unmanned wireless telecommunications facility and to present the following project information for your consideration:

Site ID: Park Avenue
 Address: 110 Park Avenue, Aliso Viejo, CA 92656
 APN: 634-321-33, -19
 Zoning: OR (Open Space Residential)
 Use: Open Space Park

PROJECT REPRESENTATIVE-MAIN POINT OF CONTACT

Erum Ahmed, Zoning Manager
 Core Development Services
 2749 Saturn Street
 Brea, CA 92821
 714-294-8933
 eahmed@core.us.com

PROJECT DESCRIPTION

Verizon Wireless proposes to construct, operate, and maintain an unmanned wireless telecommunication facility. Verizon Wireless proposes to replace an existing light standard at an Aliso Viejo Park with a new 90'-0" tall Musco light standard monopole. The light standard monopole will accommodate the installation of six (6) stacked panel antennas, six (6) RRU's, and two (2) fiber demarcation boxes exposed above the lights, with two antenna centerlines of 86'-0" and 78'-0".

All equipment and associated cables will be placed within a proposed adjacent 14'-0" x 24'-0" equipment structure constructed adjacent to four (4) existing storage containers. The Splitface CMU Wall enclosure with security lid will be 8'-0" in height and constructed to match the existing structures on site. The enclosure will contain three (3) equipment cabinets and two (2) battery cabinets. There will also be three (3) GPS antenna mounted to the top of the equipment structure. The antennas and equipment will be fully screened from view and constructed in a manner that will minimize any visual impacts from the park and ball field users. The proposed project is utilizing an existing vertical element.

No parking spaces are proposed to be removed or added in association with this project. As the facility is unmanned, one vehicle parking space will be used, temporarily (non-exclusive) for approximately 30 minutes- 1 hour, once every four to six weeks, if a technician needs to come on site to address a maintenance issue that cannot be resolved remotely.

MAINTENANCE AND MONITORING

The facility is unmanned and operates 24 hours a day, 7 days a week. Since the facility is unmanned, it will not generate any traffic or impact traffic circulation. The facility is connected to a central network operations center that monitors the facility's status. Routine maintenance occurs once every 4-6 weeks to ensure the equipment is operating within normal specifications. Should an emergency arise, maintenance crews are dispatched as necessary to correct the situation.

NOISE/ACOUSTICAL INFORMATION

The equipment shelter which is housing the stand-by generator has been designed to comply with the City's noise standards. A copy of a noise impact analysis report has been provided for review.

HAZARDOUS MATERIALS

Sealed lead acid batteries are used for stand-by power in the event of a power failure on most Verizon Wireless Facilities. The batteries are often referred to as "gel cell" type batteries. Prior to issuing of Building Permits, Verizon will complete the Hazardous Materials Questionnaire and get the appropriate approvals from County. Additionally, the facility will not create any hazardous odor, light or glare.

PROPERTY CHARACTERISTICS

The subject property is a Community Park location. The land use designation of the proposed site is OR (Open Space Recreation). The open space is developed to accommodate various sports and recreational activities. There are no known scenic aspects of this site and no known adverse soils conditions. There are no known protected species of plants or animals on site.

The surrounding land uses are as follows:

North: CF (Community Facility)

South: SR 73 Corridor

East: OS (Open Space)

West: RH (Residential High Density)



PROJECT OBJECTIVE

Wireless carriers deploy new wireless facilities in a specific area to achieve the one of the following:

- Provide signal coverage of sufficient strength to achieve consistent, sustainable, and reliable service to customers at a level sufficient for outdoor, in-vehicle, and in-building penetration with good voice and data quality during high demand periods. (Threshold, -85dBm).
- Provide additional system capacity to ensure there is sufficient signal capacity to offset the contraction of signal experienced when nearby sites become overloaded and more enhanced voice and data services are used (4G and other high speed data services) thereby creating periodic gaps. With heavy use this contraction of signal is intensified due to the unique properties of digital radio transmissions.



In this specific case Verizon's radio frequency (RF) engineers observed that the existing/surrounding Verizon sites are becoming overloaded, and determined that an additional facility is needed in order to relieve network traffic congestion and ensure reliable levels of service. Specifically, this site is needed to offload the existing Pipeline, Moulton, and Aliso Viejo sites. By doing so, it will provide coverage and capacity improvements to the nearby residential community, middle school, and sports park. Radio frequency coverage maps have been provided to illustrate this issue with the network. The deployment of the proposed site will provide a significant improvement over the existing conditions.

The proposed facility will provide an integral link in Verizon Wireless' proposed network and is designed to provide coverage to this area of the City of Aliso Viejo. The site is a necessity to the general welfare and public safety of the community. At present, Verizon Wireless is experiencing capacity issues as well as poor performance in providing in-building coverage within the residential community, park users, and middle school surrounding this specific area. The proposed site will provide reliable wireless telecommunications services to Verizon customers throughout the community.

CO-LOCATION OF OTHER CARRIERS

The subject property has no other existing carriers on site as Verizon's proposed antennas will be the first on the park grounds. As such, no co-location opportunities exist in the immediate surrounding area which has been approved by the RF Engineer.

SITING ANALYSIS

Customer demand drives the need for new cell sites. Data relating to incomplete and dropped calls is gathered, drive-tests are conducted, and scientific modeling using sophisticated software is evaluated. Once the area requiring a new site is identified, a target/search ring on a map is provided to a real estate professional to being a search for a suitable location.

During an initial reconnaissance, properties considered for the installation of a cell site must be located in the general vicinity of the search area ring, with an appropriate zoning designation, and appear to have enough space to accommodate an antenna structure and the supporting radio equipment. The size of the space will vary depending on the objective of the site. The owners of each prospective location are notified to assess their interest in partnering with Verizon Wireless.

Four key elements are considered in the selection process:

- Leasing: The property must have an owner who is willing to enter into a long-term lease agreement under very specific terms and conditions.
- Zoning: It must be suitably zoned in accordance with local land-use codes to allow for a successful permitting process.
- Construction: Construction constraints and costs must be reasonable from a business perspective, and it must be feasible for the proposed project to be constructed in accordance with local building code and safety standards.
- RF: The property and facility must strategically be located to be able to achieve the RF engineer's objective to close the significant gap with antennas at a height to clear nearby obstructions.

The search area to address the coverage gap described above is predominantly open space land, high density residential, and a middle school. The Site Selection/ Alternative Site Analysis section below details the characteristics of the surrounding land uses, topography of the property, and the reasons why a site is or is not feasible.

SITE SELECTION/ PREFERRED SITES:

The search area ring was created by the radio frequency engineer (RF) for Verizon Wireless site "Park Avenue" and is centered on open space park land and the middle school with residential units bordering the Western perimeter. While it is ideal for Verizon to locate their facility as far away from residential uses as possible, it is often times a challenge to do so when the intended coverage is for the residential community. In order to be closer to the coverage area, Verizon needs to find a location that is the least obtrusive to the community while still meeting coverage, design and construction objectives. Generally speaking, a light pole installation is much less intrusive in terms of physical construction and containing antennas alongside the stadium lights. The proposal does not introduce any new vertical elements into the existing environment and the replacement light pole will now serve as a multi-use structure – providing both lighting to the ball field area as well as wireless service to the open space park users, middle school and the local residential community.

The proposed location for the wireless communication facility was chosen for its ability to meet the intended coverage objective of the surrounding residential units. To date, no other wireless facilities have been located at the Aliso Viejo park property. The proposed site with the existing

light standard provides an ideal coverage location as well as a design that will not result in the addition of any new vertical elements or changes to the overall land use designation. The proposed equipment shelter will also be built to match the adjacent existing structures. Furthermore, the proposed site will not interfere with the anticipated growth of the development. On the contrary, deployment of the wireless facility will assist in supporting future growth of the property and surrounding community in that it will improve the coverage issues for users (in-building, in-transit, pedestrian level) of the Verizon Wireless network. The intent of the light standard design is to visually blend the antennas with the stadium lights from surrounding properties, public street areas, and vantage points, as is demonstrated in the submitted photographic simulations.

ALTERNATIVE SITE ANALYSIS:

Verizon Wireless explores candidates very thoroughly during the site selection process and ranks them or rules them out based on their ability or inability to meet the coverage or capacity needs of the search ring, as well as other factors including construction feasibility, leasing feasibility, zoning feasibility, etc. Therefore, by the time an application is submitted, the best candidate and least obtrusive design would have been selected and proposed. The following is a detailed list of the properties explored for the proposed wireless telecommunications facility:



SCHOOL - 111 PARK AVENUE, ALISO VIEJO, CA 92656

This is a middle school owned by Capistrano Valley Unified School District and is not interested in leasing to Verizon Wireless.

RANCH – 100 PARK AVE, ALISO VIEJO, CA 92656

The 7 acres of open space is owned by the City of Aliso Viejo. In 2009, the City approved plans to re-develop this land for community use; however, the City Manager states that the Master

Plan is at least a year away from being fully developed and approved. Until there is an approved Master Plan in place, the City cannot consider a lease with Verizon.

PROJECT BENEFITS:

The proposed project will provide the following community benefits:

- Telephone, data transmission, paging, short message functions, and voicemail services and reliable services for emergency purposes.
- Personal safety and security for community members in an emergency, or when there is an urgent need to reach family members or friends. Safety is the primary reason parents provide their children with cell phones. Currently 25% of preteens, 9 to 12, and 75% of all teens, 13 to 19, have cell phones.
- Enhanced emergency response communications for police, fire, paramedics and other emergency services.
- Enhanced 911 Services (E911)- The FCC mandates that all cell sites have location capability. Effective site geometry within the overall network is needed to achieve accurate location information for mobile users through triangulation with active cell sites (over half of all 911 calls are made using mobile phones).
- Better voice and reception quality.
- Higher security and privacy for telephone users.

REGULATING AGENCIES:

Verizon Wireless is a registered public utility, licensed and regulated by the Public Utilities Commission (CPUC) and the Federal Communications Commission (FCC). As a public utility, Verizon Wireless is licensed by the FCC, is authorized to operate, and must provide wireless communication services throughout the nation.

Verizon Wireless' telecommunications facilities operate at the lowest possible power levels and are well below established standards used by the FCC for safe human exposure to radio frequency electromagnetic fields. These standards have been tested and proven safe by the American National Standards Institute and the Institute of Electrical and Electronics Engineers (IEEE). The proposed communications facility will operate in full compliance with the U.S. standards for radio frequency emissions as published by the American National Standards Institute (ANSI). The ANSI was developed by the committee composed of 125 scientists from universities, non-profit laboratories and Federal Health Laboratories (FDA, NIOSH and EPA). In 1992 the ANSI established, as a public safety standard, a maximum exposure level to radio frequency emissions of 1000 microwatts per centimeter squared (1,000 uW/cm²).

The development of this facility will further enhance Verizon's Southern California wireless network by allowing its customers reliable access to Verizon's nationwide network of services. Similar to the other existing wireless service providers, each Verizon Wireless communications facility, or base station, will consist of transmitting and receiving antennas mounted on a

communication tower or other suitable structure. This specific proposed site will become an integral part of Verizon's City of Aliso Viejo wireless network.

The enclosed application is presented for your consideration. Verizon Wireless requests a favorable determination and approval to build the proposed facility. Please contact me at (714) 294-8933 or eahmed@core.us.com for any questions or requests for additional information.

Respectfully submitted,

Erum Ahmed
Authorized Agent for Verizon Wireless

ATTACHMENT 5: EXAMPLES OF RADOME SCREENING OF ANTENNAS



Agenda Item 7-45

REV	DATE/BY	DESCRIPTION
	05/05/14	SUBMITTAL
	MN	
1	06/24/14	CLIENT COMMENTS
	RG	
2	08/01/14	FINAL
	DG	

ENGINEER / CONSULTANT

CAL VADA SURVEYING, INC.

411 Jenks Cir., Suite 205, Corona, CA 92680
 Phone: 951-280-9660 Fax: 951-280-9746
 Toll Free: 800-CALVADA www.calvada.com



JOB NO. 14315

SITE-BUILDER

15505 SAND CANYON AVENUE
 BLDG. D, FIRST FLR.
 IRVINE, CALIFORNIA 92618
 949.286.7000

A&E DEVELOPMENT

core

A&E SERVICES

2749 Saturn Street
 Brea, California 92821
 (714)729-8404 (714)333-4441 fax
 www.core.us.com

SITE DEVELOPMENT

core

DEVELOPMENT SERVICES

2749 Saturn Street
 Brea, California 92821
 (714)729-8404 (714)333-4441 fax
 www.core.us.com

SITE INFORMATION

SITE NAME:
PARK AVENUE

SITE ADDRESS:
 110 PARK AVENUE
 ALISO VIEJO, CA 92656
 ORANGE COUNTY

SHEET TITLE

TOPOGRAPHIC SURVEY

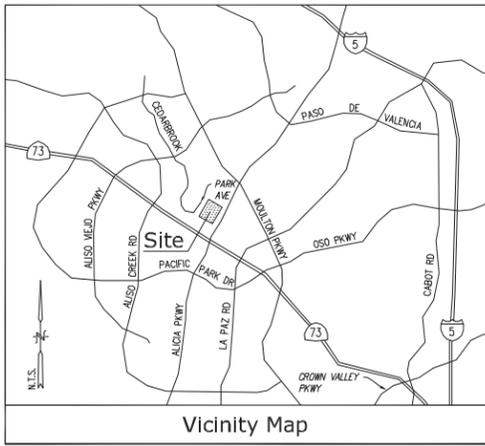
DRAWING INFORMATION

DRAWN BY	CHECKED BY	ISSUE DATE
MN	RG	05/05/14

SHEET NUMBER

C-1

SHEET 1 OF 1



Title Report

PREPARED BY: COMMONWEALTH
 ORDER NO.: 02022255
 DATED: APRIL 10, 2014

Legal Description

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
 LOT 1 OF TRACT NO. 13738, IN THE CITY OF ALISO VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 668, PAGES 1, 2 AND 3 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
 EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA, AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED JULY 24, 1996 AS INSTRUMENT NO. 199603785707 OF OFFICIAL RECORDS.
 EXCEPTING THEREFROM, ONE HUNDRED PERCENT (100%) OF ALL RIGHTS TO OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING UNDER OR THAT MAY BE PRODUCED FROM THE ABOVE-DESCRIBED LAND, TOGETHER WITH ONE HUNDRED PERCENT (100%) OF ALL RENTS, BONUSES AND PROFITS ACCRUING THEREFROM WITHOUT, HOWEVER, ANY RIGHTS INCLUDING RIGHTS OF ENTRY IN OR WITH RESPECT TO ANY PORTION OF THE SURFACE OR SUBSURFACE TO A VERTICAL DEPTH OF FIVE HUNDRED (500) FEET FROM THE SURFACE AS THE SAME MAY FROM TIME TO TIME EXIST.

Assessor's Parcel Nos.

634-321-19 AND 634-321-33

Access Route, Utility Route & Lease Area

AS SHOWN

Easements

- THE MATTERS CONTAINED IN A DOCUMENT ENTITLED "IRREVOCABLE OFFER OF DEDICATION" BY AND BETWEEN THE ALISO VIEJO COMPANY, A CALIFORNIA CORPORATION AND THE COUNTY OF ORANGE RECORDED FEBRUARY 6, 1981 IN BOOK 13941, PAGE 1318 OF OFFICIAL RECORDS. (BLANKET IN NATURE)
- AN EASEMENT FOR WATER LINE PURPOSES; RECORDED MARCH 18, 1982 AS INSTRUMENT NO. 82-94713 OF OFFICIAL RECORDS. (PLOTTED HEREON)
- AN AIRCRAFT OPERATIONS, SOUND, AIRSPACE AND AVIATION EASEMENT OVER THE AREA SHOWN WITH THE DISTINCTIVE BORDER LINE ABOVE A MEAN SEA LEVEL OF 630 FEET FOR THE PURPOSES AND SUBJECT TO THE SAME CONDITIONS AND LIMITATIONS AS SHOWN IN THAT CERTAIN EASEMENT RECORDED JULY 2, 1979 IN BOOK 13213, PAGE 1111 OF OFFICIAL RECORDS, AS DEDICATED TO THE COUNTY OF ORANGE ON THE MAP OF SAID TRACT NO. 13738. (PLOTTED HEREON)
- AN EASEMENT FOR SCENIC PRESERVATION AND PUBLIC UTILITIES PURPOSES; RECORDED ON TRACT NO. 13738. (PLOTTED HEREON)
- THE FACT THAT THE OWNERSHIP OF SAID LAND HAVE NO RIGHTS OF VEHICULAR ACCESS TO THE STREET OR HIGHWAY HERINAFTER MENTIONED, EXCEPT AS SPECIFIED POINTS, SAID RIGHTS HAVE BEEN RELINQUISHED BY THE DEDICATION PROVISIONS SHOWN ON THE MAP OF THE TRACT NO. 13738. (PLOTTED HEREON)
- AN EASEMENT FOR GREENBELT AND LOCAL PARK PURPOSES TOGETHER WITH THE RIGHT TO GRANT PURPOSES; RECORDED ON TRACT NO. 13738. (PLOTTED HEREON)
- AN EASEMENT FOR STORM DRAIN PURPOSES; RECORDED ON JULY 10, 1996 AS INSTRUMENT NO. 1996-349819 OF OFFICIAL RECORDS. (PLOTTED HEREON)
- COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDED ON JUNE 25, 1998 AS INSTRUMENT NO. 1998-404691 OF OFFICIAL RECORDS. (NOT PLOTTABLE FROM RECORD)
- AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, RECORDED ON JULY 2, 2003 AS INSTRUMENT NO. 2003-777977 OF OFFICIAL RECORDS. (NOT PLOTTABLE FROM RECORD)

Basis of Bearings

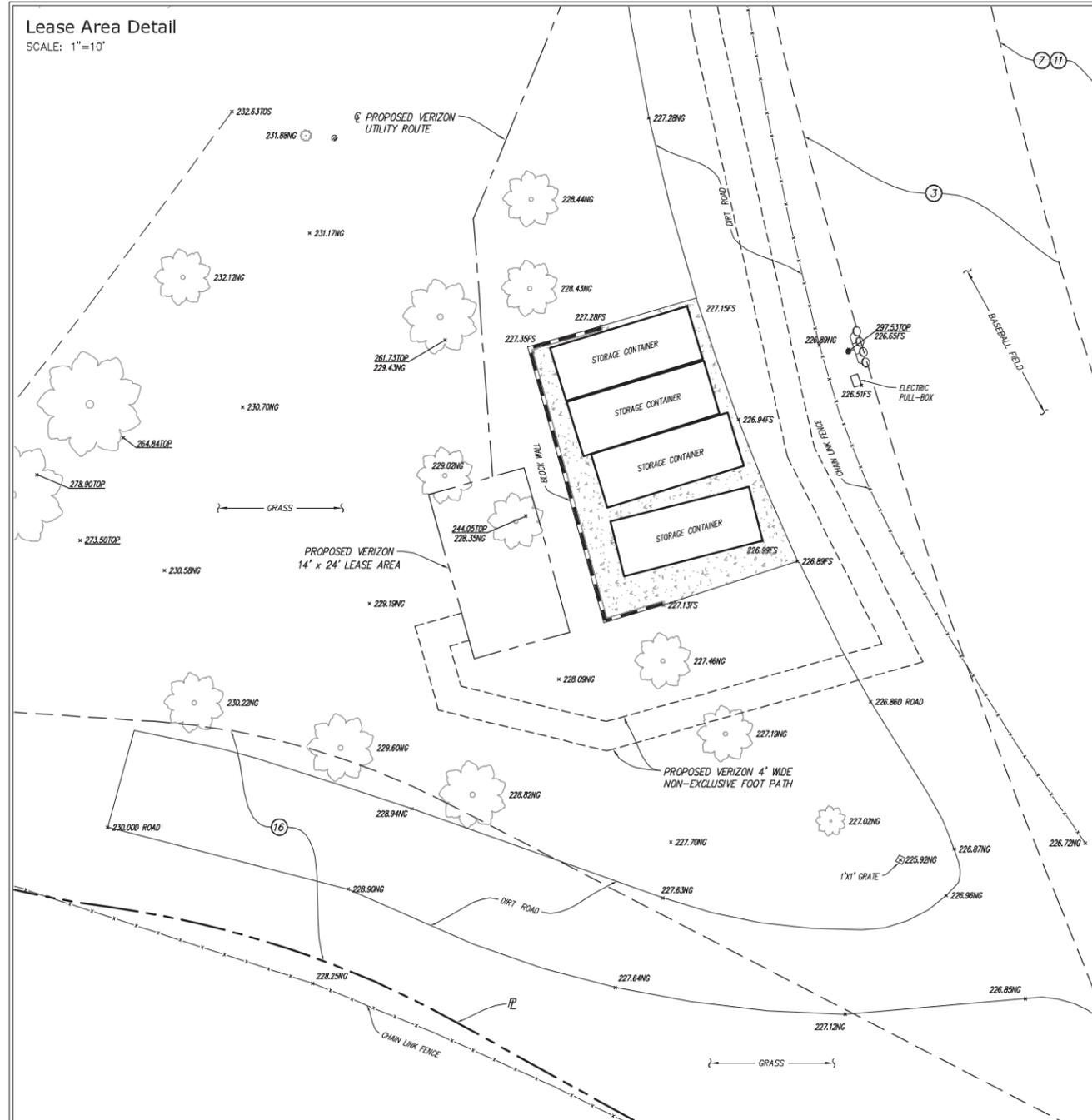
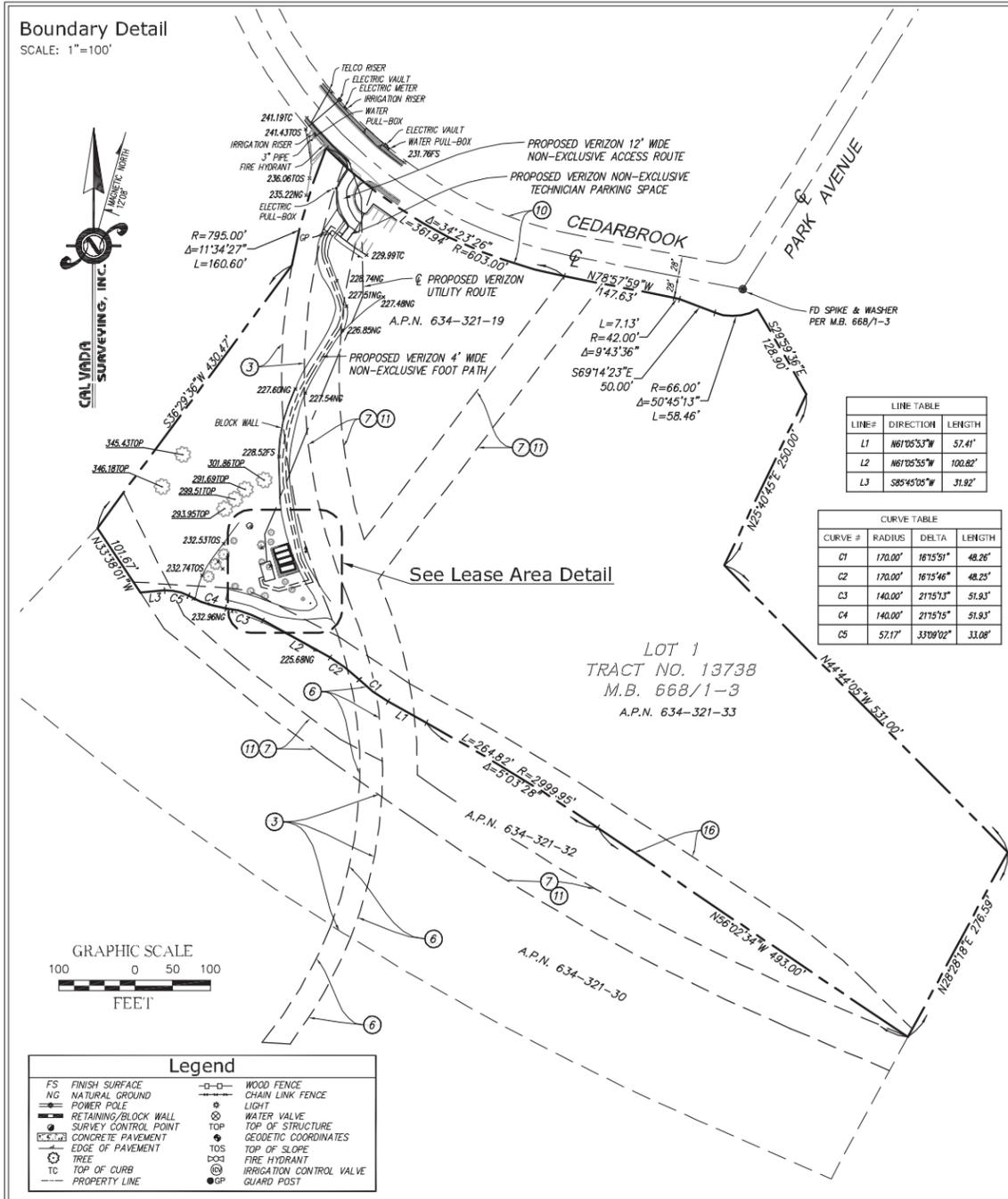
THE STATE PLANE COORDINATE SYSTEM OF 1983 (NAD 83), CALIFORNIA ZONE 6.

Bench Mark

THE CALIFORNIA SPATIAL REFERENCE CENTER C.O.R.S. "SBCC", ELEVATION = 406.19 FEET (NAVD 88).

Dates of Survey

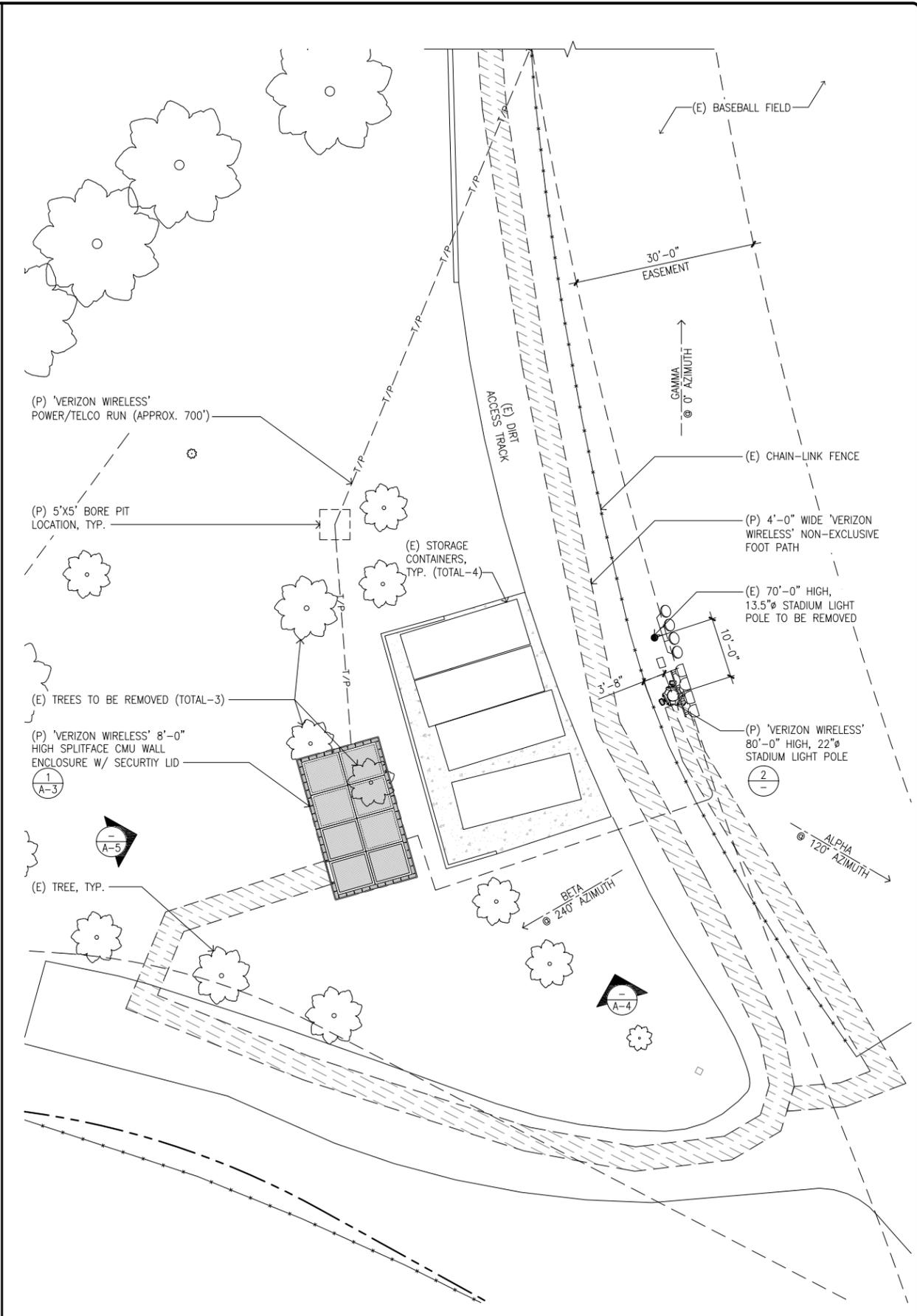
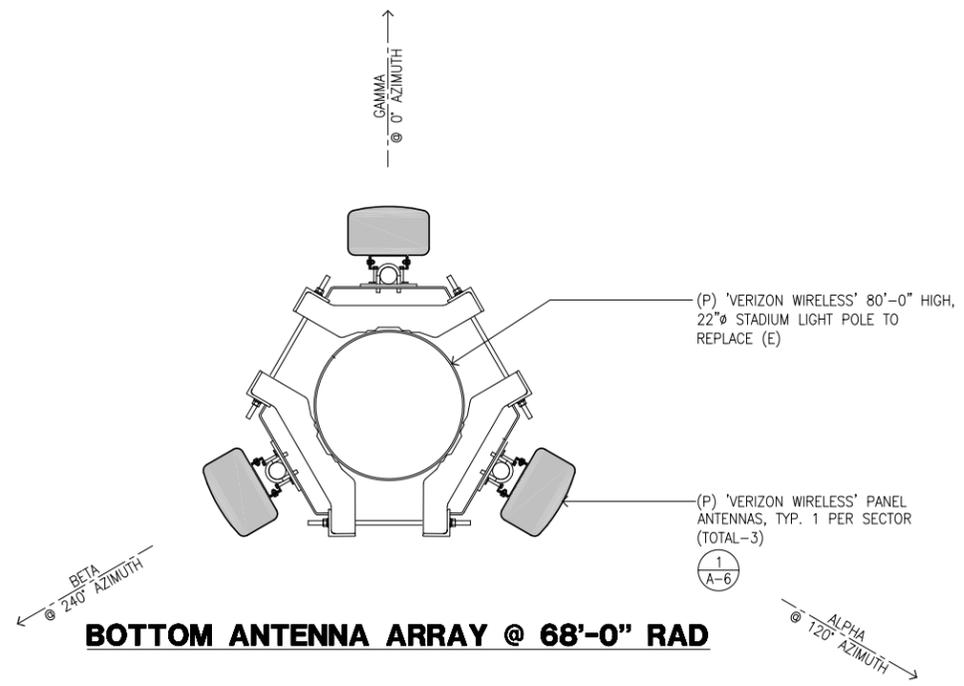
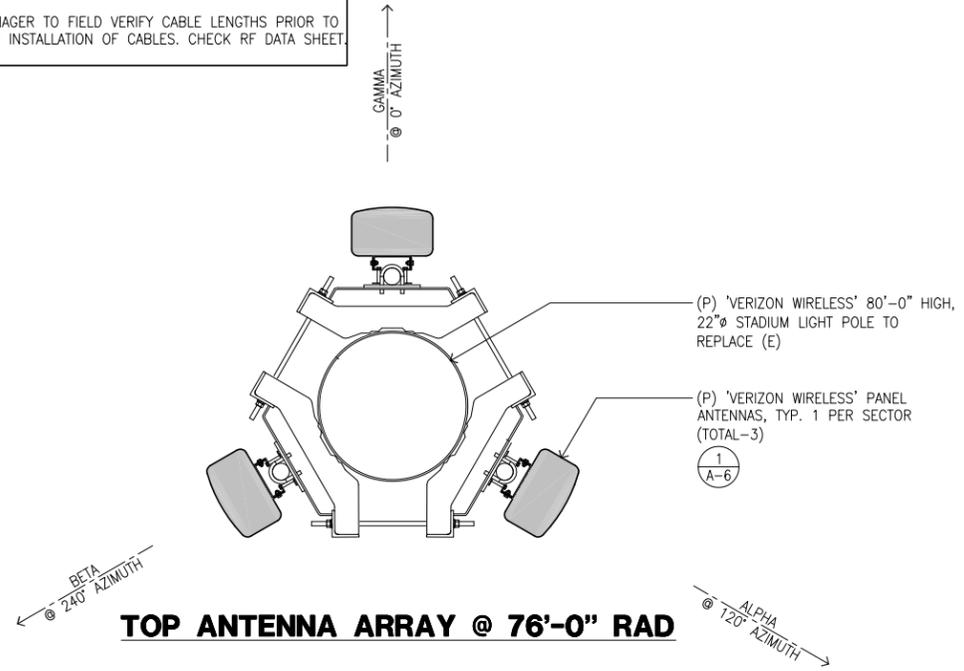
APRIL 25, 2014
 JUNE 19, 2014



COAX/ANTENNA SCHEDULE				
ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	CABLE LENGTH	CABLE SIZE
ALPHA	120°	COMMSCOPE/SBNHH-1D65B	115'	1 1/4"
BETA	240°	COMMSCOPE/SBNHH-1D65B	115'	1 1/4"
GAMMA	0°	COMMSCOPE/SBNHH-1D65B	115'	1 1/4"
(3) GPS	N/A	TBD	10'	1/2"

NOTE: CONSTRUCTION MANAGER TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION OR INSTALLATION OF CABLES. CHECK RF DATA SHEET.

NOTES:
 1. ALL (P) ANTENNAS AND EQUIPMENT MOUNTED TO THE POLE SHALL BE PAINTED TO MATCH (E).
 2. (E) STADIUM LIGHTS, RELOCATED FROM (E) LIGHT STANDARD NOT SHOWN FOR CLARITY.



REV	DATE/BY	DESCRIPTION
0	04/15/15 CAP	ISSUED FOR 100% ZDs

ENGINEER / CONSULTANT

SITE BUILDER

15505 SAND CANYON AVENUE
 BLDG. D, FIRST FLR.
 IRVINE, CALIFORNIA 92618
 949.286.7000

A&E DEVELOPMENT

DEVELOPMENT SERVICES
 A&E SERVICES
 2749 Saturn Street
 Brea, California 92821
 (714)729-8404 (714)333-4441 fax
 www.core.us.com

SITE DEVELOPMENT

DEVELOPMENT SERVICES
 2749 Saturn Street
 Brea, California 92821
 (714)729-8404 (714)333-4441 fax
 www.core.us.com

SITE INFORMATION

SITE NAME:
PARK AVENUE

SITE ADDRESS:
 26361 CEDARBROOK
 ALISO VIEJO, CA 92656

ORANGE COUNTY

SHEET TITLE

**ENLARGED SITE PLAN
 AND ANTENNA PLAN**

DRAWING INFORMATION

DRAWN BY	CHECKED BY	ISSUE DATE
CAP	SMR	05.14.2014

SHEET NUMBER

A-2

REV	DATE/BY	DESCRIPTION
0	04/15/15 CAP	ISSUED FOR 100% ZDs

ENGINEER / CONSULTANT



SITE BUILDER



A&E DEVELOPMENT



SITE DEVELOPMENT



SITE INFORMATION

SITE NAME:
PARK AVENUE

SITE ADDRESS:
26361 CEDARBROOK
ALISO VIEJO, CA 92656

ORANGE COUNTY

SHEET TITLE

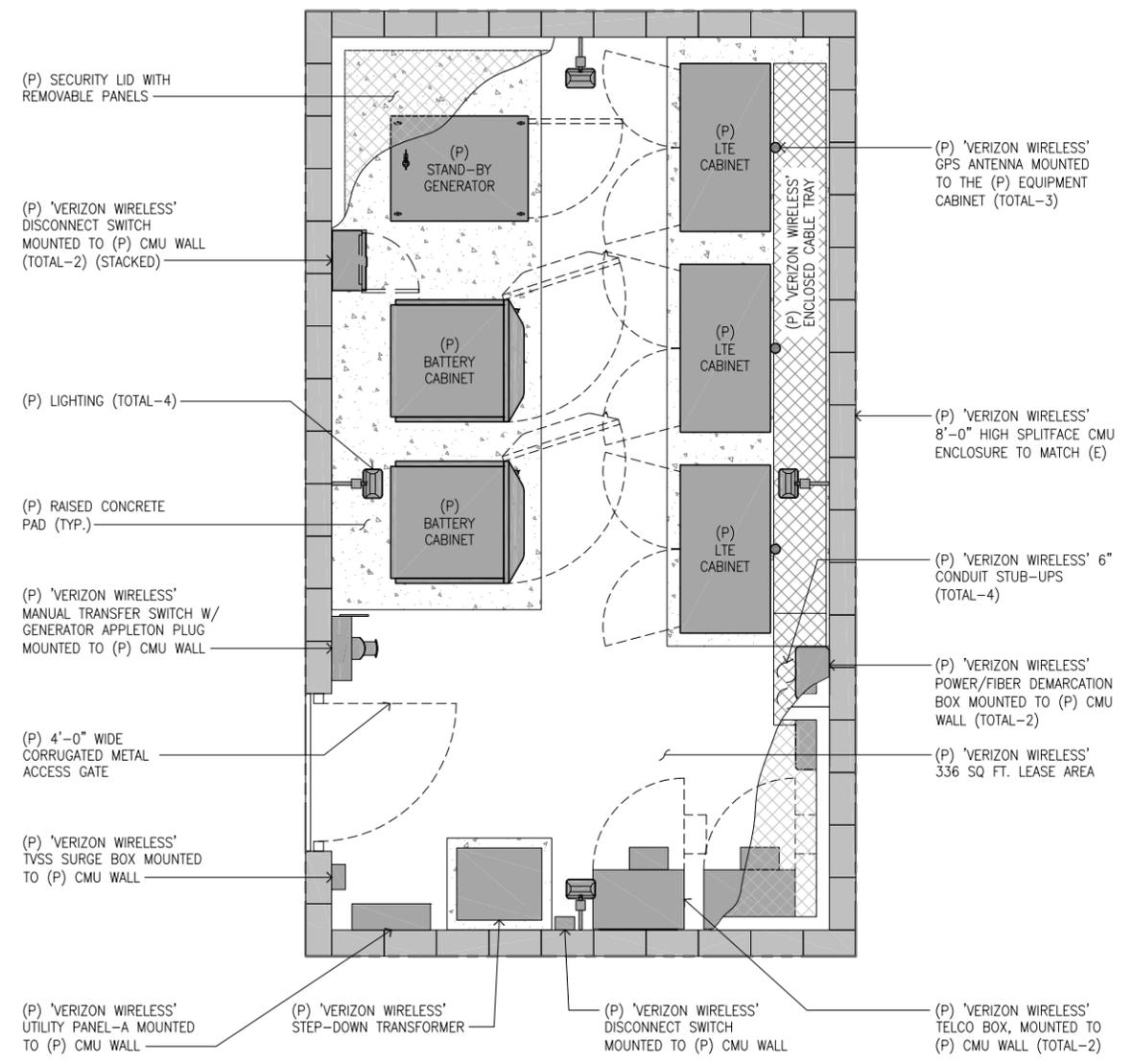
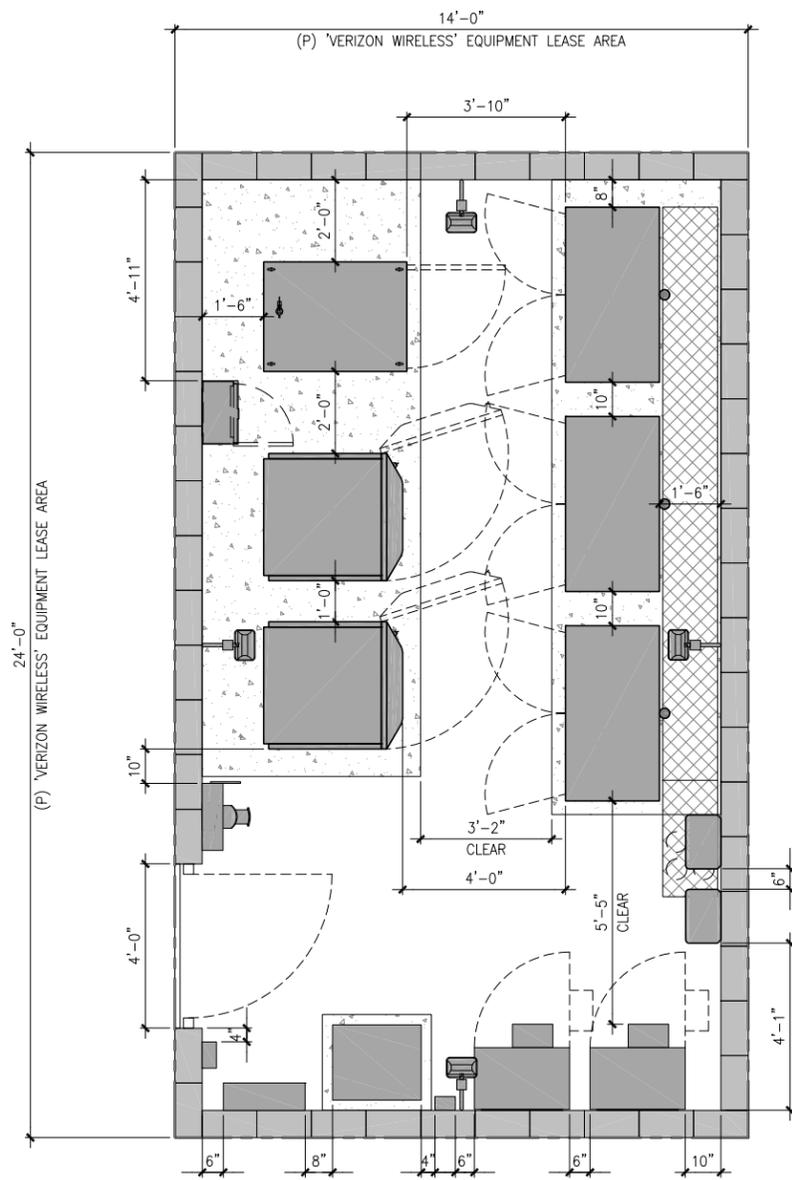
**EQUIPMENT PLAN AND
DIMENSION PLAN**

DRAWING INFORMATION

DRAWN BY	CHECKED BY	ISSUE DATE
CAP	SMR	05.14.2014

SHEET NUMBER

A-3



REV	DATE/BY	DESCRIPTION
0	04/15/15 CAP	ISSUED FOR 100% ZDs

ENGINEER / CONSULTANT



SITE BUILDER



A&E DEVELOPMENT



SITE DEVELOPMENT



SITE INFORMATION

SITE NAME:
PARK AVENUE

SITE ADDRESS:
26361 CEDARBROOK
ALISO VIEJO, CA 92656
ORANGE COUNTY

SHEET TITLE

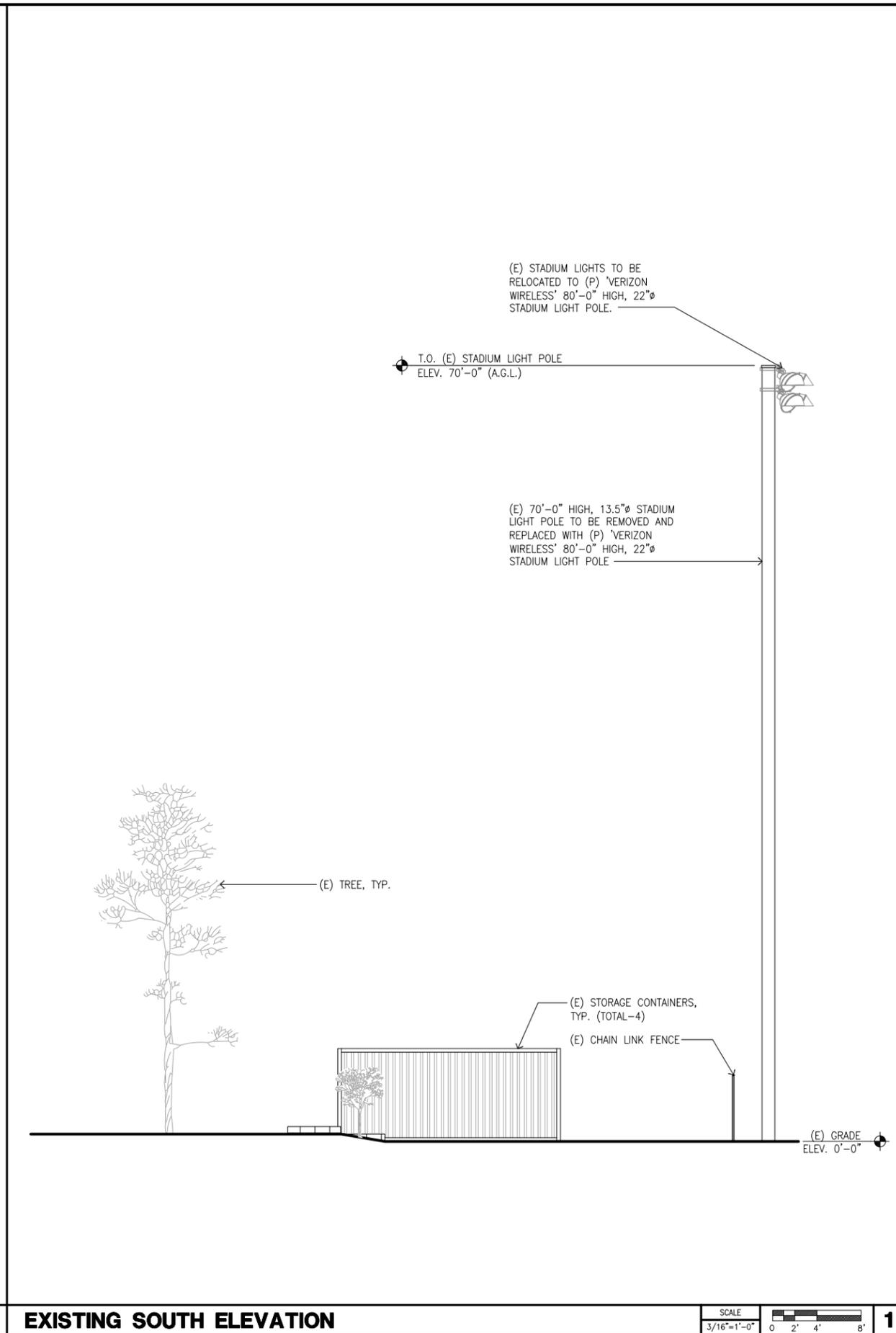
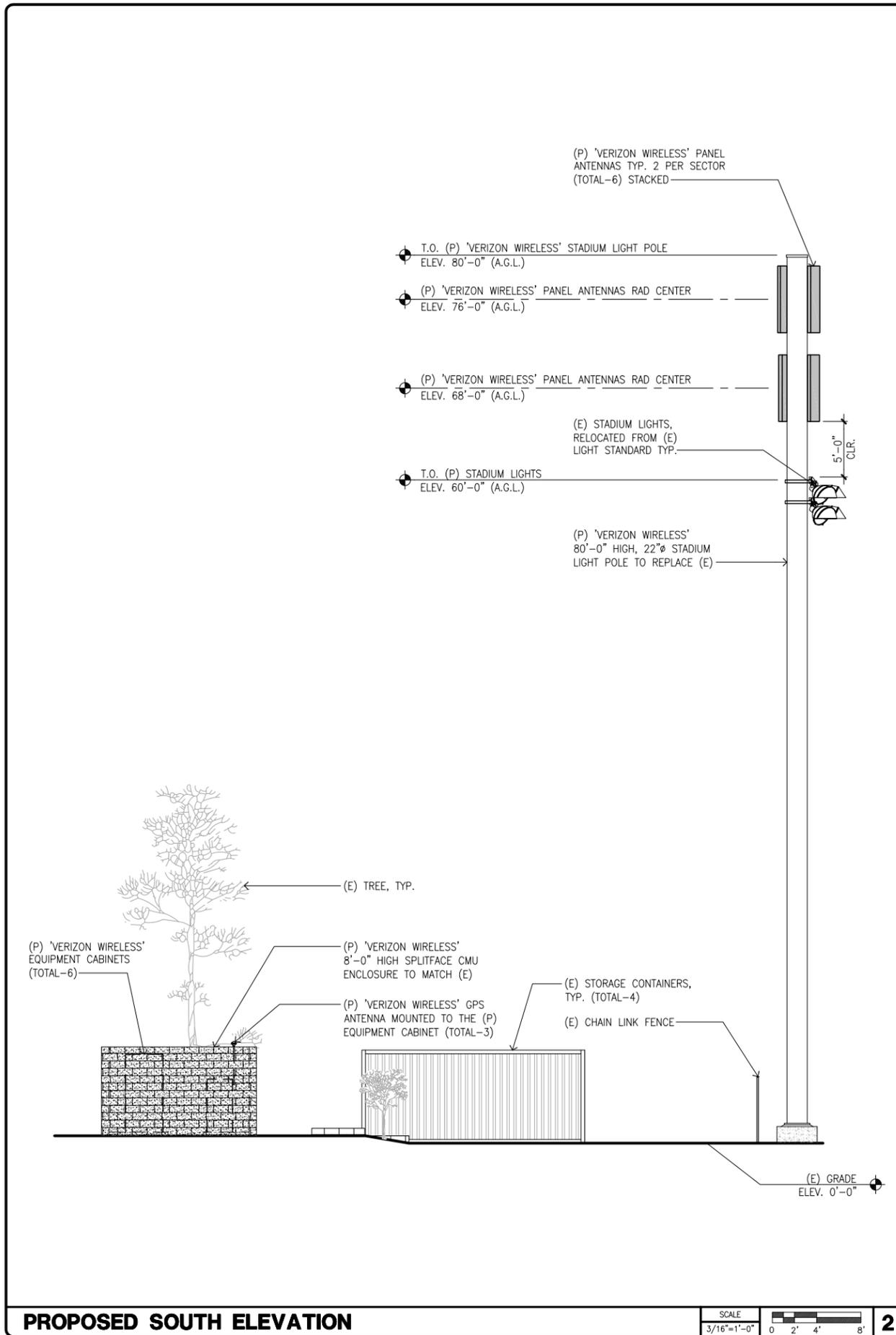
SOUTH ELEVATIONS

DRAWING INFORMATION

DRAWN BY	CHECKED BY	ISSUE DATE
CAP	SMR	05.14.2014

SHEET NUMBER

A-4



PROPOSED SOUTH ELEVATION

EXISTING SOUTH ELEVATION

REV	DATE/BY	DESCRIPTION
0	04/15/15 CAP	ISSUED FOR 100% ZDs

ENGINEER / CONSULTANT



SITE BUILDER

15505 SAND CANYON AVENUE
BLDG. D, FIRST FLR.
IRVINE, CALIFORNIA 92618
949.286.7000

A&E DEVELOPMENT

DEVELOPMENT SERVICES
A&E SERVICES
2749 Saturn Street
Brea, California 92821
(714)729-8404 (714)333-4441 fax
www.core.us.com

SITE DEVELOPMENT

DEVELOPMENT SERVICES
2749 Saturn Street
Brea, California 92821
(714)729-8404 (714)333-4441 fax
www.core.us.com

SITE INFORMATION

SITE NAME:

PARK AVENUE

SITE ADDRESS:

26361 CEDARBROOK
ALISO VIEJO, CA 92656

ORANGE COUNTY

SHEET TITLE

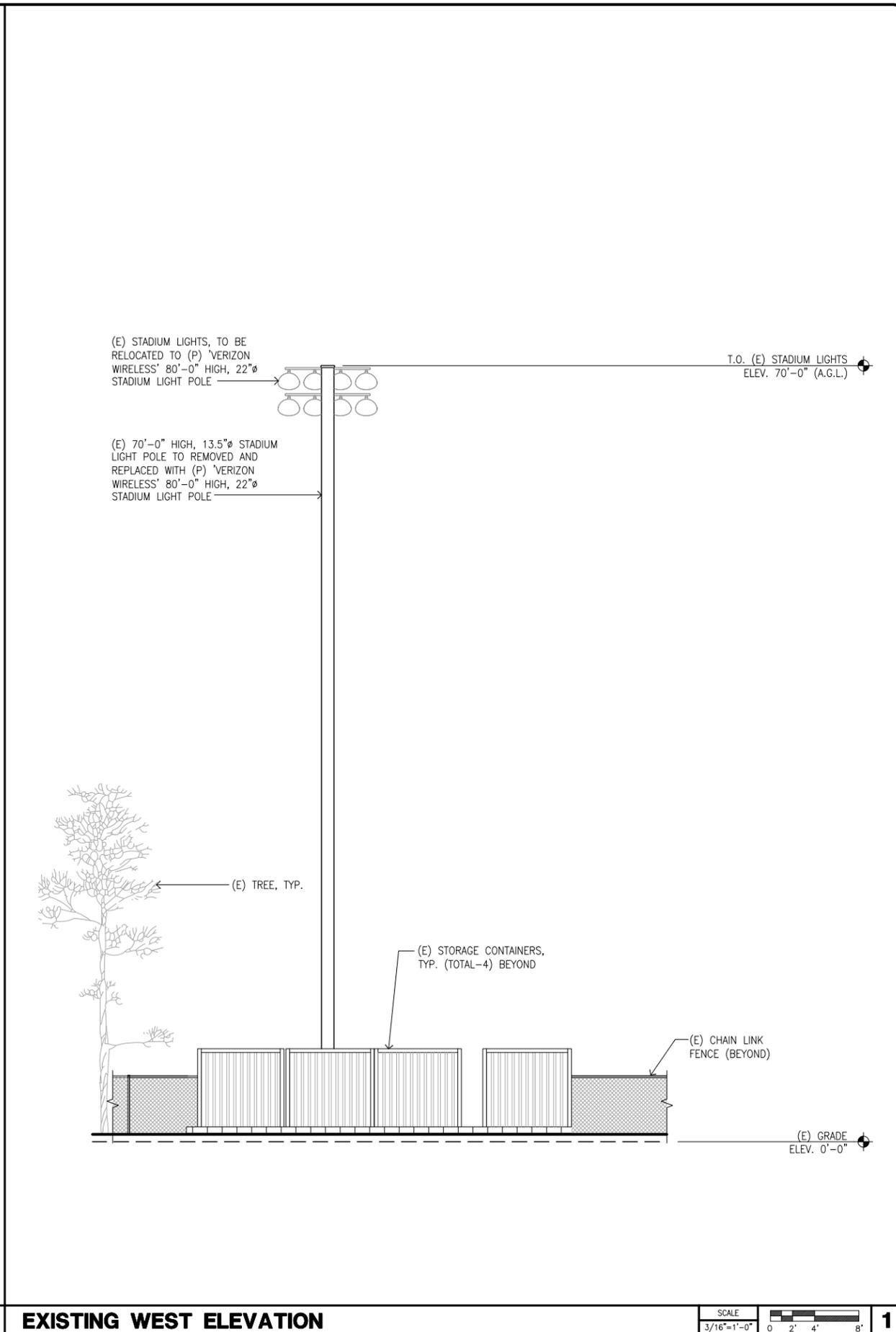
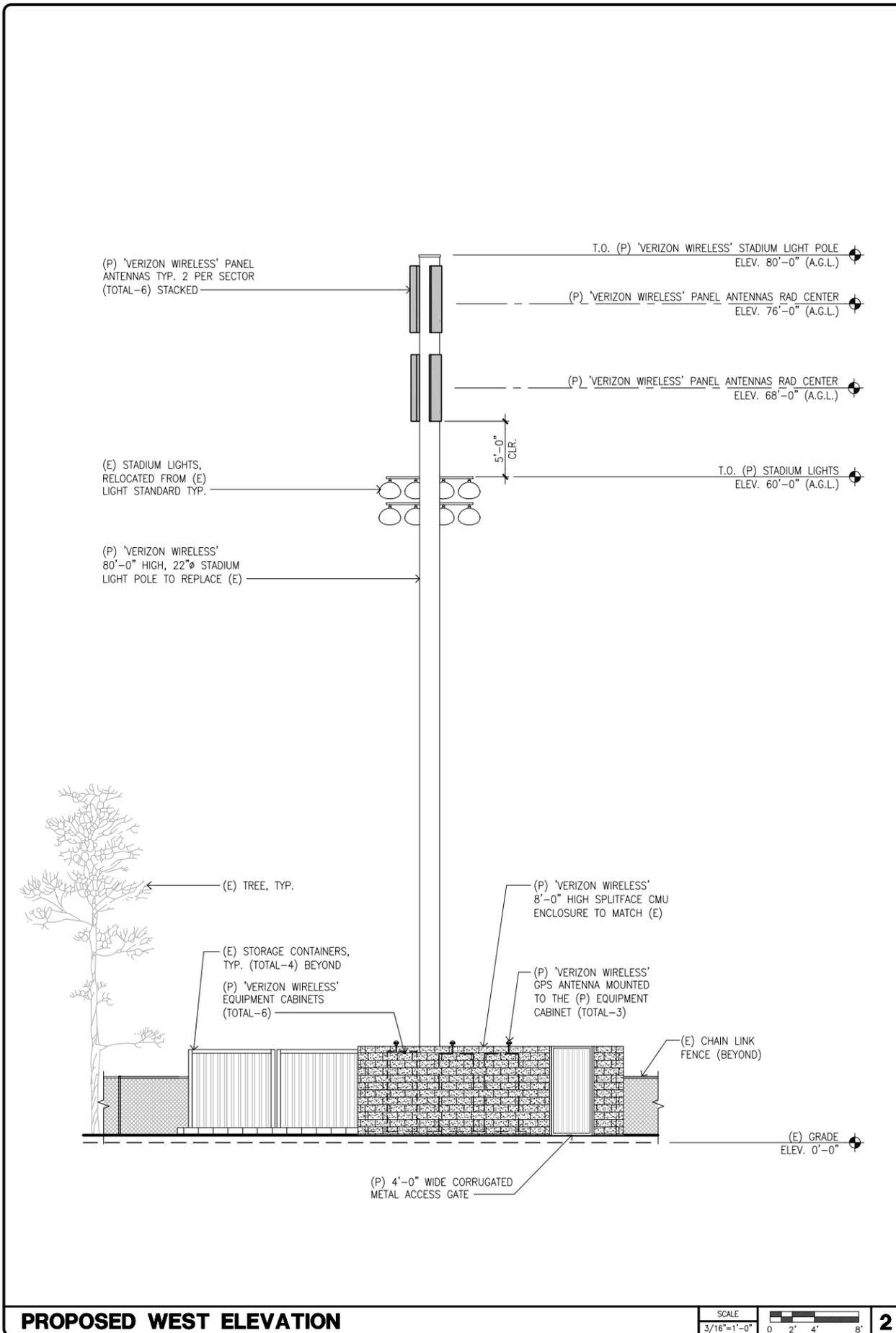
WEST ELEVATIONS

DRAWING INFORMATION

DRAWN BY	CHECKED BY	ISSUE DATE
CAP	SMR	05.14.2014

SHEET NUMBER

A-5



PROPOSED WEST ELEVATION

SCALE: 3/16"=1'-0" 0 2' 4' 8' **2**

EXISTING WEST ELEVATION

SCALE: 3/16"=1'-0" 0 2' 4' 8' **1**

						<table border="1"> <thead> <tr> <th>REV</th> <th>DATE/BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>04/15/15 CAP</td> <td>ISSUED FOR 100% ZDs</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>ENGINEER / CONSULTANT</p> <p>SITE BUILDER</p> <p>15505 SAND CANYON AVENUE BLDG. D, FIRST FLR. IRVINE, CALIFORNIA 92618 949.286.7000</p> <p>A&E DEVELOPMENT</p> <p>DEVELOPMENT SERVICES A&E SERVICES</p> <p>2749 Saturn Street Brea, California 92821 (714)729-8404 (714)333-4441 fax www.core.us.com</p> <p>SITE DEVELOPMENT</p> <p>DEVELOPMENT SERVICES</p> <p>2749 Saturn Street Brea, California 92821 (714)729-8404 (714)333-4441 fax www.core.us.com</p> <p>SITE INFORMATION</p> <p>SITE NAME: PARK AVENUE</p> <p>SITE ADDRESS: 26361 CEDARBROOK ALISO VIEJO, CA 92656 ORANGE COUNTY</p> <p>SHEET TITLE DETAILS</p> <p>DRAWING INFORMATION</p> <table border="1"> <thead> <tr> <th>DRAWN BY</th> <th>CHECKED BY</th> <th>ISSUE DATE</th> </tr> </thead> <tbody> <tr> <td>CAP</td> <td>SMR</td> <td>05.14.2014</td> </tr> </tbody> </table> <p>SHEET NUMBER A-6</p>	REV	DATE/BY	DESCRIPTION	0	04/15/15 CAP	ISSUED FOR 100% ZDs										DRAWN BY	CHECKED BY	ISSUE DATE	CAP	SMR	05.14.2014
REV	DATE/BY	DESCRIPTION																									
0	04/15/15 CAP	ISSUED FOR 100% ZDs																									
DRAWN BY	CHECKED BY	ISSUE DATE																									
CAP	SMR	05.14.2014																									
NOT USED	10	NOT USED	7	NOT USED	4	ANTENNA SPECIFICATIONS	SCALE N.T.S.	1																			
NOT USED	11	NOT USED	8	NOT USED	5	NOT USED		2																			
NOT USED	12	NOT USED	9	NOT USED	6	NOT USED		3																			



PARK AVENUE

110 PARK AVENUE ALISO VIEJO CA 92656



VIEW 1



EXISTING



PROPOSED LOOKING SOUTHWEST FROM PARK AVENUE



PARK AVENUE

110 PARK AVENUE ALISO VIEJO CA 92656



VIEW 2



EXISTING



PROPOSED LOOKING SOUTHWEST FROM PARK



PARK AVENUE

110 PARK AVENUE ALISO VIEJO CA 92656



VIEW 3



EXISTING



PROPOSED LOOKING WEST FROM PARK



PARK AVENUE

110 PARK AVENUE ALISO VIEJO CA 92656



VIEW 4



EXISTING



PROPOSED LOOKING NORTHWEST FROM PARK

City of Aliso Viejo
AGENDA ITEM



DATE: May 20, 2015
TO: Mayor and City Council
FROM: City Attorney
SUBJECTS: RESOLUTION RELATED TO APPEALS FEE

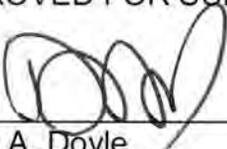
RECOMMENDED ACTIONS

Staff recommends the City Council continue the Public Hearing to June 17, 2015.

BACKGROUND

On May 7, 2015, a public hearing notice was published in the Aliso Viejo News for a resolution enacting a fee for appeals under Chapter 1.10 of the Aliso Viejo Municipal Code. Staff recommends the City Council open the Public Hearing, receive testimony and continue the Public Hearing to June 17, 2015.

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David A. Doyle
City Manager

City of Aliso Viejo

Agenda Item



DATE: May 20, 2015

TO: Mayor and City Council

FROM: Karen Crocker, Community Services Director

SUBJECT: APPROVE THE PROFESSIONAL SERVICES AGREEMENT FOR RECREATION AND COMMUNITY SERVICE PROGRAMS WITH THE BOYS & GIRLS CLUBS OF CAPISTRANO VALLEY

Recommendation:

Authorize the City Manager to execute a Professional Services Agreement for Recreation and Community Service Programs between City of Aliso Viejo and Boys & Girls Clubs of Capistrano Valley (BGCCV), for an annual contract amount of \$157,500.

Fiscal Impact:

Funding for the contract is comprised of \$100,000 from the general fund and \$57,500 from the Community Trust Fund for an annual amount of \$157,500, and a total amount of \$472,500 for the three year contract. Proceeds from the annual Aliso Viejo Community Cup golf tournament that is hosted by the AV Community Foundation is the main source of funding in the Community Trust Fund. The Community Trust Fund can be used for a variety of youth programs that service the residents of Aliso Viejo and programs at the Iglesia Community Center.

The contract amount of \$152,500 has been the approved budgeted amount for the past three fiscal years. Due to an increase in personnel costs, the BGCCV is requesting to increase the contract amount from \$152,500 to \$157,500 which is a \$5,000 increase from the past three years. The total cost to operate both the youth and teen programs at the Iglesia Community Center is \$214,000.00. Proposed City funding is \$157,500.00 and the BGCCV will be offsetting the program costs by \$56,500, for a total program cost of \$214,000.00.

Background:

On May 19, 2010, the Council approved a three-year agreement with the BGCCV in an amount not to exceed \$145,000 annually, which included \$5,000 towards an expanded Teen Program in Aliso Viejo. With the growing teen population, there was a need to increase the funding level for an additional \$7,500 to assure proper staff/teen ratio, as

well as program supplies during FY 2012-13, FY 2013-14 and FY 2014-15, for a total amended contract amount of \$152,500 per each year. There have been four amendments to the original contract which was approved on May 19, 2010

Discussion:

The BGCCV has operated at Iglesia Community Center/Park for the past eight years, with a teen program operating for the past five years. The program has been very successful and serves an average of 313 elementary aged children and 50 teen members per week.

The Aliso Viejo Branch of the Boys & Girls Clubs of Capistrano Valley was established at the Iglesia Park Community Center to provide year-round recreational programs for the youth of Aliso Viejo. Youth programs include games, crafts, field trips, homework club, computer lab, sports, fitness and nutrition classes and social programs. The program is staffed by BGCCV employees at a 20:1 staff/child ratio. Volunteers provide additional assistance with the program offerings. After-school and summer drop-in programs are not considered day-care programs; however, the contract includes extended hours during the summer months starting at 8:00 am and ending at 6:00 pm as a fee based option for parents.

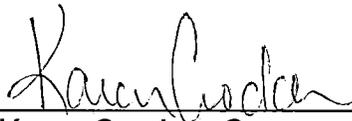
Although there are no fees charged for the drop in program, all participants are required to become members of the BGCCV at a cost of \$60 per person per calendar year, which allows children to attend all activities, programs and field trips offered by the BGCCV at their other facilities in San Juan Capistrano and Rancho Santa Margarita. The \$60 membership fee is an increase of \$10.00 from previous years and is consistent to the other BGCCV sites. Discounts are offered for family memberships, and scholarships are available for those needing financial assistance, so that no child is turned away. Program pre-registration is required and enrollment is limited to Aliso Viejo residents. Below is a summary of teen activities that are also conducted by the BGCCV:

- Homework Assistance & Tutoring
- Keystone Club Leadership Development
- Financial Literacy & other workshops
- College Bound & Goals for Graduation
- Smart Kids (drug-alcohol prevention)
- Art, Movie & Music Creation
- Game Room & Video Game Tournaments
- Sports Tournaments
- Field Trips
- Computers
- Teen Night Fridays & Social Events/Dances
- Community Service & Service Projects

After-school programs are offered Monday through Friday from 2:30 pm - 5:30 pm for children ages 6-12; summer programs will be offered from 11:00 am – 5:00 pm, Monday through Friday. Hours of operation are modified to accommodate School Holidays and Winter/Spring Recess.

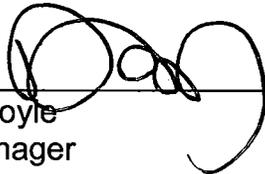
The teen program operates Monday through Thursday, 5:30 pm to 7:00 pm and 5:30 pm to 9:00 pm on Fridays. The summer teen program will operate Monday through Friday 11:00 am to 5:00 pm.

The BGCCV has been a staple in the community for the past eight years; whereas, the families and children have a confidence level and have built a positive relationship with the staff of the Club. In addition, staff is very pleased with the youth and teen services that the BGCCV has been providing throughout the years. Therefore, staff is recommending to continue contracting with the BGCCV for another three years with the option for two (2) additional, one (1) year extensions and to increase the contract by five thousand dollars, (\$5,000).



Karen Crocker, Community Services Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

Attachment: Agreement

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR
RECREATION AND COMMUNITY SERVICES PROGRAMS**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2015, by and between the City of Aliso Viejo, a municipal organization organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 ("City") and the Boys & Girls Clubs of Capistrano Valley, a California corporation, with its principal place of business at One Via Positiva, San Juan Capistrano, California 92675 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Services.

City desires to engage Consultant to render such recreation and community services activities and services as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the recreation and community services activities and services required by the City at facilities and locations designated by the City's Representative ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2015 to June 30, 2018 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more

than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and as directed by the City's Representative. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

James Littlejohn, Executive Director

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

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

(A) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

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

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

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

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

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

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

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

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

3.2.10.5 Waiver of Subrogation. Not Applicable to this contract.

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

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

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

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

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable

shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed ONE HUNDRED FIFTY SEVENTHOUSAND AND FIVE HUNDREDDOLLARS (\$157,500) per year, for a total of \$472,500, without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Within thirty (30) days after the conclusion of each month, Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Boys & Girls Clubs of Capistrano Valley
 One Via Positiva
 San Juan Capistrano, CA 92675

Attn: Executive Director

City:

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656
Attn: Community Services Director

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

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

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

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

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with the Services.

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

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

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

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin,

handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein,

without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF ALISO VIEJO

BOYS & GIRLS CLUBS OF
CAPISTRANO VALLEY

By: _____
David Doyle
City Manager

By: _____
James Littlejohn
Executive Director

Attest:

By: _____
Mitzi Ortiz
City Clerk

Approved as to Form:

BEST BEST & KRIEGER LLP

By: _____
Scott C. Smith
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

Contractor shall provide recreation and after-school programs for school age children 6 through 18 years of age which is to include:

- Provide traditional Boys & Girls Club programs in the areas of Education & Career Development; Arts, Health & Life Skills; Sports, Fitness & Recreation; and Character & Leadership.
- Provide weekly Art program for members.
- After-school programs will be offered Monday through Friday from 2:30 pm – 5:30 pm for children ages 6-12; Summer programs will be offered from 11:00 am – 5:00 pm. Contractor to conduct programs Monday through Friday from 12:30 pm -5:30 pm. to accommodate for Minimum Day Schedule during the CUSD and/or SVUSD school year. During the Winter and Spring Recess, plus most CUSD and/or SVUSD school holidays, the Contractor will provide educational and recreational activities at the Iglesia Park Community Center.
- Contractor to provide an extended fee-based summer program from 8:00 am to 6:00 pm on Monday, Tuesday, Thursday and Friday. Scholarship and financial assistance is available by Contractor.
- During school year, provide weekday Teen Program, from 5:30 pm – 7:00 pm, Monday through Thursday and Friday from 5:30 pm to 9:00 pm
- Summer Teen Program will be offered from 11:00 am to 5:00 pm Monday through Friday with field trips and/or recreational excursions planned for teen members only throughout the summer months.
- Contractor to provide yearly sport activities in the park for members during approved times by the City. Sport activities include but not limited to: basketball, soccer, baseball, softball, flag football, volleyball and tennis.
- Advertise the program activities through media releases, City eNews, and City and B&G Club websites. All promotional materials must include City logo and recognition for City funded program support.
- Provide a monthly calendar of daily and special events to participants and public, for distribution on City website and at City and other public facilities as necessary.

- Keep records of daily attendance and provide City staff with weekly attendance & program summary report. Contractor shall also provide City with monthly reports in a format containing such information about the programs as specified by the City.
- All B&G Club program and/or event participants must have a release of liability/waiver form on file with Consultant. All participants must have annual membership with the Boys & Girls Club of Capistrano Valley, which costs \$60 per year per person. Boys & Girls Club will offer partial and full scholarships as necessary to families with financial hardship.
- Participation in annual and/or seasonal City-wide events which may include Founders Day Fair, Snow Fest, Soka International Festival, AVCA/City partner events, and other community events.

Staff/Child Ratio:

There shall be an adult-child ratio of 1:20. Compliance with this ratio may be adjusted based on actual attendance.

Volunteers:

Volunteers may be recruited by City and/or Contractor to assist with programs and/or events and will be included in City's annual volunteer recognition program.

Accident/Incident Reports

Contractor shall report to City any accident or incident requiring emergency response that occurs at the programs specified in this Agreement within twelve (12) hours of the occurrence. Official reports must be completed and submitted to the City within forty-eight (48) hours of the occurrence Monday through Friday, and the following Monday if occurrence is Friday night through Sunday. City shall provide Contractor with a designee and telephone number for notification of occurrence after normal working hours.

Equipment

Title to, and possession of, any and all equipment purchased by Contractor with funds that are subsequently fully reimbursed by City pursuant to this Agreement shall revert to City upon termination of recreational and community services programs authorized by this Agreement. Due to the uniqueness of Contractor's recreational programs, Contractor and City agree to the interchangeable use of Contractor and City equipment and supplies purchased pursuant to this Agreement and under other Contractor recreation and community service programs during the term of this Agreement.

EXHIBIT "B" COMPENSATION/BUDGET

ALISO VIEJO PROGRAM COSTS	
AFTERSCHOOL PROGRAM	
Category	Cost
Salaries	\$104,000.00
Benefits	\$30,000.00
BGCCV Administration	\$16,000.00
Program Supplies	\$41,000.00
Total Wages	\$150,000.00
Total Expenses	\$41,000.00
Total Operating Cost	\$191,000.00
<i>City Funding Requested</i>	<i>\$145,000.00</i>
<i>BGCCV Covers</i>	<i>\$46,000.00</i>
TEEN PROGRAM	
Category	Cost
Salaries	\$16,000.00
Benefits	\$5,000.00
Program Supplies	\$2,000.00
Total Wages	\$21,000.00
Total Expenses	\$2,000.00
Total Operating Cost	\$23,000.00
<i>AV Foundation Funding Requested</i>	<i>\$12,500.00</i>
<i>BGCCV Covers</i>	<i>\$10,500.00</i>

Cost Recap:

Overall Cost: \$214,000.00

Funding Requested from the City: \$157,500.00

BGCCV Subsidy: \$56,500

Compensation:

Compensation includes cost of staff, administrative support, supplies, materials and equipment to deliver the programs. Staffing will be reviewed periodically against program participation statistics to assure appropriateness. Initial staffing will be one full-time Branch Director, one full-time Social Recreation Director and three part-time Program Aides.

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

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

City/County/State

Date

Name of Business

Print Name

Signature

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

**CITY OF ALISO VIEJO
ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY**

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

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

Name of Business Print Name
Signature

Date

City of Aliso Viejo

Agenda Item



DATE: May 20, 2015
TO: Mayor and City Council
FROM: Karen Crocker, Community Services Director
SUBJECT: COMMUNITY ASSISTANCE GRANT FUNDING - FY 2015-16

Recommended Action:

Authorize the award of Competitive Grants funds as part of the City's FY 2015-16 Community Assistance Grant Funding Program.

Fiscal Impact:

There is currently \$25,000 proposed in the FY 2015-16 Draft Annual Budget for the Competitive Community Assistance Grant Program. The total amount of Competitive Community Assistance Grant requests total \$100,175.

Background:

On April 3, 2002, the City Council adopted Resolution No. 2002-007, setting forth procedures for a *competitive* Community Assistance Grant Funding Program. Consequently, guidelines and a funding cycle were established. Categories for funding were established for: Human & Social Services, Cultural Services, Recreational Services. On October 19, 2005, the policy was re-written and included in a comprehensive Council Policy Manual. On December 6, 2006, the policy was again revised to move the application deadline from July 30th to March 31st of each year so that Council could review and approve funding requests in conjunction with the annual budget process. On June 4, 2014 the policy was amended to specify that 50% of the allocation in the Human & Social Services category was to go towards homelessness prevention programs, programs for disabled and domestic violence support programs.

During the 2011-12 mid-year budget process, the City Council recommended increasing the funding from \$10,000 to \$25,000 based on the positive year end projections. For FY 2013-14 the City Council approved a one-time only funding level of \$64,277, which was equal to the funding requests from organizations. Based on the proposed budget and year end projections, staff is recommending a funding level of \$25,000 for the program. This will be evaluated on an annual basis per City Council direction.

Discussion:

Applications for FY 2015-16 *Competitive* Community Assistance Grants were made available to the public during the period of January 1 through March 31, 2015.

The following list identifies the agency requesting funds, describes briefly the mission or goal of the agency, the total program cost to the agency, the amount of funding requested and the amount of funding recommended, by category.

Human & Social Services Category

American Cancer Society "Relay for Life" program is a unique, challenging and fun way to raise money for the American Cancer Society and raise awareness of cancer and the work of the American Cancer Society. Relay for Life is a celebration of life and an opportunity to bring a community together to fight for a cause that has affected us all. Total program budget for the Aliso Viejo Relay for Life is \$6,000. Request for funding is \$5,000. This is a returning program which was awarded grant funds of \$5,000 in FY 2013-14. They did not apply in FY 2014-15. *Recommendation is \$1,000.*

Assistance League of Capistrano Valley "Operation School Bell" program is to assist families of low income or in temporary need by providing adequate school clothing for their children. The children and parents meet the League volunteers at the Wal-Mart store in Laguna Niguel. Each child has a budget of \$60 for elementary children and \$70 for middle school students. In addition, they are given a \$15 voucher for Payless Shoes. Total program costs cover clothing and shoe vouchers. Total program budget for FY 2015-16 is \$9,750. Request for funding is \$1,575. This is a returning program which was awarded grant funds of \$500 in FY 2014-15. *Recommendation is \$1,500.*

Laura's House provides a comprehensive range of services and activities to survivors of domestic violence and their children (especially those who are homeless) that allows them to live safe, healthy, independent and violence-free lives. Total proposed program budget for FY 2015-16 is \$1,786,929. Request for funding is \$3,000. This is a returning program which was awarded grant funds of \$2,000 in FY 2014-15. *Recommendation is \$2,000.*

Mariposa Women & Family Center provides mental health, behavioral health and substance abuse recovery services for thousands of underserved, low-income youth and families from throughout Orange County. Their mission is to help youth and their families make positive changes in their lives, empowering them to become healthier and happier. This is a new program which has a total budget FY 2015-16 is \$490,281. Requesting for funding is \$10,000. *Recommendation is \$500.*

South County Outreach - SCO services include a three or four day supply of free food along with rental and utility bill financial assistance to Aliso Viejo individuals and families consisting of seniors, youth, children, the disabled, unemployed and those in crisis. The total program budget for FY 2015-16 is \$2,788,807. Request for funding is \$10,000. This is a returning program which was awarded grant funds of \$2,500 in FY 2014-15. *Recommendation is \$2,500.*

Recreation Services Category:

Aliso Niguel High School Pep Squad will travel to various competitions. The funds would help off-set the dues for the Aliso Niguel Pep Squad. The Pep Squad represents Aliso Viejo with pride to bring recognition and spirit to the City as Spirit Ambassadors traveling all over Southern California during these competitions. This is a returning

program which has a total budget for FY 2015-16 of \$150,000. Request for funding is \$10,000. *Recommendation is \$1,500.*

Aliso Niguel Cross Country High School Team provides funds for families of girls needing assistance paying their portion to participate on the team. The funding will allow the girls to participate in meets, hire coaches and busses. This is a new program which has a total budget of \$28,350 for FY 2015-16. Request for funding is \$5,240 for FY 2015-16. Recommendation is \$1,500.

Aliso Viejo Girls Softball funding will assist in easing the budget challenges of rate increases in 2009 and the discontinued field maintenance services. With the increased cost structure recently imposed by Aliso Viejo Community Association, 2009 will prove to be challenging year to produce an operating surplus yet alone break even. This is a returning program which has a total budget for FY 2015-16 of \$3,351.07. Request for funding is \$1,500. *Recommendation is \$1,500.*

Aliso Viejo Samurai Baseball will travel to Cooperstown, New York to compete in a 12U National Tournament with over 100 teams. Aliso Viejo Samurai is made up of 13 players and 3 coaches who reside in Aliso Viejo. Funds provided by the City of Aliso Viejo will be used to for registration fees and travel expenses. Total program budget is \$24,725 for FY 2015-16. Request for funding is \$5,000. This is a returning program which was awarded grant funds of \$2,375 in FY 2014-15. *Recommendation is \$2,250.*

Girls Support Network brings middle school girls together in a positive social environment featuring experienced speakers who educate them on girl-specific issues, with the hope of empowering girls to make smart choices and thrive during their adolescent years and beyond. This is a returning program which has a total budget for FY 2015-16 of \$4,770. Request for funding is \$2,385. *Recommendation is \$1,000.*

Orange County Scorpions 12U Baseball will travel to Cooperstown, New York to compete in a 12U National Tournament at Dreams Park. Teams from all over the country will compete. The OC Scorpions team is made up of 13 players all from Aliso Viejo. The team was previously the OC Wolves., where they were awarded \$2,375 in FY 2014-15. Funds provided by the City of Aliso Viejo will be used to for registration fees and travel expenses. Total program budget is \$24,725 for FY 2015-16. Request for funding is \$5,000. *Recommendation is \$2,250.*

Parents for Aliso Niguel (PFAN) raise funds for the student's organizations and activities for Aliso Niguel High School. PFAN has been responsible for Taste of Aliso Niguel. This is a returning program which was awarded grant funds of \$1,500 in FY 2014-15. Total budget for FY 2015-16 is \$20,000. Request for funding is \$5,000. *Recommendation is \$1,500.*

Pure Games program provides free, fun, simplified after-school soccer play for children and youth, emphasizing inclusion and combined with character education at the Iglesia Park Community Center, in partnership with the Aliso Viejo Boys & Girls Club. This is a returning program which was awarded grant funds of \$1,500 in FY 2014-15. Total budget for FY 2015-16 is \$9,600. Request for funding is \$6,000. *Recommendation is \$1,500.*

Saddleback College Foundation "Angels for the Arts" provides a series of live performances (theater, music, children's) outdoors at Saddleback College in the summer of 2015. These performances will be free and offer to the Aliso Viejo community. This is a new program which has a total budget is \$95,000 for FY 2015-16. Request for funding is \$3,000 for FY 2015-16. Recommendation is \$500.

Cultural Services Category:

Aliso Niguel High School Instrumental Music Boosters is the parent booster support groups for the Aliso Niguel High School Instrumental music program, including the marching band, color guard, drum line, jazz band, wind ensemble, symphonic band and concert band. Funds provided by the City of Aliso Viejo will be used to provide a scholarships to an Aliso Viejo families who is having difficulty meeting the program's rising costs and to purchase equipment. Total program budget is \$178,000 for FY 2015-16. Request for funding is \$3,000. This is a returning program which was awarded grant funds of \$1,000 in FY 2014-15. *Recommendation is \$1,000.*

Bixby Educational Events provides educational experiences for home and charter school students in Orange County Community. These program experiences require outside teachers, artist and assemblies that must be paid for through the ticket fees that are charged through classes and assembly programs. Many families cannot pay these ticket fees and so are left without the benefits of reinforcement and enrichment of core learning. Total Program budget is \$49,500 for FY 2015-16. This is a returning program which was awarded grant funds of \$500 for FY 2014-15. Request for funding is \$4,000. *Recommendation is \$500.*

Canyon Vista Elementary "PTA Science Expo 2016" provides an annual Science Expo in February that is open to students, families and the community. The Science Expo makes science fun and introduces students to the scientific process in an engaging, non-competitive environment. This is a new program which has a total budget for FY 2015-16 of \$3,000. Request for funding is \$1,500. *Recommendation is \$500.*

Discovery Cube Orange County "The Eco Challenge Education Program" is a multi-faceted education program focused on the science behind "reduce, reuse and recycle" and built on the concepts featured in our award-winning Eco Challenge exhibits. This is a new program which has a total budget for FY 2015-16 of \$25,950. Request for funding is \$12,975. *Recommendation is \$500.*

Philharmonic Society of Orange County provides a curriculum and grade specific series of music presentations to complement and augment the music and arts curriculum of Orange County schools. The programs present age-appropriate material that builds upon information presented at the previous level. Their total program budget is \$250,000 which serves all of Orange County. Request for funding is \$3,000 and is based on an estimated participation of 1,800 Aliso Viejo students. This is a returning program which was awarded grant funds of \$1,000 in FY 2014-15. *Recommendation is \$1,000.*

South Coast Symphony provides evening public concerts and provides Koncerts for Kids, a free concert for 4th graders from the Capistrano Unified School District to experience the symphony usually for the first time. For the springtime "Koncerts" South Coast Symphony covers the entire cost. Total program budget is \$39,300 for 2015-16.

Request for funding is \$3,000. This is a returning program which was awarded grant funds of \$500 in FY 2014-15. *Recommendation is \$500.*

Attached for the Council's review is a Five-Year Summary of funding requests and the funding allocations for the Competitive Community Assistance Grant Program. Copies of the FY 2015-16 grant applications are available for review in the City Clerk's office.

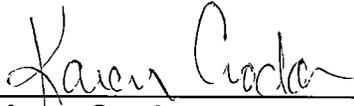
All of the applications recommended for grant funding meet the established program guidelines and offer the community a direct benefit of services provided. The applications fall into the categories of Human & Social Services, Recreational Services or Cultural Services. The City received applications for grant funds from 20 agencies. All of the agencies that submitted an application are being recommended for some level of funding.

In addition to the above Community Assistance Grant applications, below is a listing of non-competitive grants that serve the residents of Aliso Viejo. These are re-occurring programs that are provided by various agencies. Although they are not part of the Community Assistance Grant applications, staff wanted to identify other funding levels that are being proposed in the FY 2015-16 general fund budget. The proposed non-competitive grants which total \$21,295 and city-sponsored recreation programs which total \$66,350 for a total of \$87,645 are listed below:

Agency	Activity	2014-15 Funded	2015-16 Requesting	2015-16 Staff Recommendations
Grants –	Non Competitive	\$21,295	\$21,295	\$21,295
Creek Clean Up		\$1,500	\$1,500	\$1,500
Age Well Senior Services		\$5,000	\$5,000	\$5,000
Red Ribbon Week		\$1,000	\$1,000	\$1,000
Grad Nite – ANHS		\$2,000	\$2,000	\$2,000
OC Human Relations		\$3,290	\$3,290	\$3,290
TIP Program & Dinner		\$6,255	\$6,255	\$6,255
Medal of Honor Luncheon		\$650	\$650	\$650
South County Prom/Tea		\$350	\$350	\$350
Soka Founders Ball		\$600	\$600	\$600
AV Little League		\$650	\$650	\$650
Recreation –	Before and After School Programs	\$60,350	\$66,350	\$66,350
H/C DJAMS	4 days per weeks/39 weeks per/ yr	\$5,000	\$5,000	\$5,000
H/C AVMS	3 days per week/19 weeks per/ yr	\$2,000	\$2,000	\$2,000
H/C AV Library	5 Programs per/yr.	\$9,000	\$9,000	\$9,000
YMCA Teen Impact	Before & Afterschool	\$20,000	\$20,000	\$20,000
Boys & Girls Club Laguna Beach	Transportation	\$30,000	\$30,000	\$30,000
LN-CUSD (AVMS)	Math Basics and Fraction Nation	\$350	\$350	\$350
	Total	\$87,645	\$87,645	\$87,645

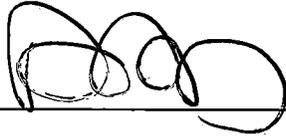
Conclusion:

Staff recommends the City Council award the Competitive Grant funds as allocated in this report to the various agencies that service the residents of Aliso Viejo.



Karen Crocker
Community Services Director

APPROVAL FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle
City Manager

Attachments: Five Year Summary of Grant Applications and Funding Levels

Name of Organization	Request FY2011-12	Funded FY 2011-12	Request FY2012-13	Funded FY 2012-13	Request FY 2013-14	Funded FY 2013-14	Request FY 2014-15	Funded FY 2014-15	Request FY 2015-16	Recommending FY 2015-16
Human & Social Services										
American Cancer Society - Relay For Life					\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 1,000
Ariel Rescue	\$ 2,000	\$ 1,000	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assist. League of Capistrano Valley	\$ 1,035	\$ 1,035	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 500	\$ 1,575	\$ 1,500
Boy Scout Troop 700							\$ 500	\$ 300	\$ -	\$ -
California Youth Services (CYS)			\$ 5,000	\$ 1,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 500	\$ -	\$ -
Laura's House	\$ 3,000	\$ 1,000	\$ 3,000	\$ 2,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 2,000	\$ 3,000	\$ 2,000
Mariposa Women & Family Center									\$ 10,000	\$ 500
Miracles For Families					\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Savannah's Organic Ranch			\$ 20,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
South County Outreach	\$ 8,000	\$ 5,215	\$ 8,000	\$ 7,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 2,500	\$ 10,000	\$ 2,500
South County Safe Rides	\$ 1,500	\$ 500	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 700	\$ -	\$ -
Sub Total							\$ 22,250	\$ 6,500	\$ 29,575	\$ 7,500
Recreation Services										
Aliso Niguel High School Pep Squad							\$ 20,000	\$ 1,500	\$ 10,000	\$ 1,500
ANHS Cross Country Team									\$ 5,240	\$ 1,500
AV Girls Softball -					\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,500	\$ 1,500	\$ 1,500
AV Samurai Baseball			\$ 3,500	\$ 3,500	\$ 2,500	\$ 2,500	\$ 7,500	\$ 2,375	\$ 5,000	\$ 2,250
AYSO - (Glory Days)					\$ 2,500	\$ 2,500	\$ 4,000	\$ 1,500	\$ -	\$ -
Girls Support Network							\$ 2,385	\$ 1,000	\$ 2,385	\$ 1,000
Laguna Canyon Foundation					\$ 3,000	\$ 3,000	\$ -	\$ -		
OC Wolves			\$ 3,500	\$ 3,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,375		
OC Scorpions									\$ 5,000	\$ 2,250
Parents for Aliso Niguel							\$ 5,000	\$ 1,500	\$ 5,000	\$ 1,500
PURE Games					\$ 5,000	\$ 5,000	\$ 5,000	\$ 1,500	\$ 6,000	\$ 1,500
Saddleback College Foundation - Angels for the Arts									\$ 3,000	\$ 500
Sub Total							\$ 50,635	\$ 13,250	\$ 43,125	\$ 13,500
Cultural Services										
ANHS Instrumental Music Boosters,	\$ 1,000	\$ 1,000	\$ 4,000	\$ 1,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,000	\$ 3,000	\$ 1,000
Bixby Educational Events							\$ 3,600	\$ 500	\$ 4,000	\$ 500
Canyon Vista - Savannah's Organic							\$ 5,000	\$ 1,000		
Canyon Vista PTA - Science Expo									\$ 1,500	\$ 500
Community Roots Academy					\$ 1,277	\$ 1,277	\$ -	\$ -		
Discovery Cube Orange County									\$ 12,975	\$ 500
Don Juan Avila Middle School PTSA -							\$ 5,000	\$ 1,000	\$ -	\$ -
Philharmonic Society	\$ 2,000	\$ 250	\$ 2,000	\$ 500	\$ 2,000	\$ 2,000	\$ 2,250	\$ 750	\$ 3,000	\$ 1,000
Soka University			\$ 10,000	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
South Coast Symphony		\$ -	\$ 3,000	\$ 500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 500	\$ 3,000	\$ 500
Teen International Media							\$ 3,000	\$ 500		
Sub Total							\$ 23,350	\$ 5,250	\$ 27,475	\$ 4,000
TOTAL	\$ 49,835	\$ 10,000	\$ 66,750	\$ 25,000	\$ 64,277	\$ 64,277	\$ 96,235	\$ 25,000	\$ 100,175	\$ 25,000

City of Aliso Viejo

Agenda Item



DATE: May 20, 2015
TO: Mayor and City Council
FROM: Karen Crocker, Community Services Director
SUBJECT: Field Usage at Iglesia Park Update

Recommendation:

Receive presentation from staff on the field usage at the newly renovated field at Iglesia Park.

Fiscal Impact:

The permitted groups utilizing the renovated field at Iglesia Park have been paying the rental fee in accordance to the adopted Athletic Field Use Policy # 700-4.

Background:

Iglesia Park was acquired from the County of Orange by the City as a condition of incorporation on July 1, 2001. Upon the property transfer, the City Council immediately embraced the Iglesia Park community and has made various improvements to the park and renovations to the Community Center throughout the years. The existing baseball and soccer field were in need of field improvements which have recently been completed. The newly renovated multi-purpose field was opened for play on January 30, 2015.

The City Council adopted an Athletic Field Use Policy at Iglesia Park on February 4, 2015. At the meeting of February 4, 2015, City Council requested an update report after six months (6) of field usage. City Council's main concern regarding allowing athletic teams to utilize the field is that they would monopolize the fields and the neighborhood youth would not be able to utilize the field

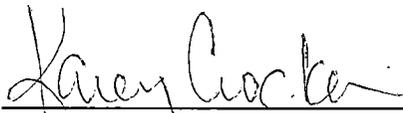
Discussion:

City staff along with the contracted Security Company has been monitoring the field usage at Iglesia Park. The Scorpions Baseball Club was the first group to

utilize the newly renovated baseball field for their team practices. They utilize the ball field on Sunday mornings from 10:00 a.m.-2:00 p.m. and on Friday's from 4:00-6:00 p.m. Another recent group, a girls' softball team has also used the field on a Saturday morning from 9:00 a.m.-1:00 p.m. The girls' softball team will be using it periodically, not on a regular basis as the Scorpion Baseball Club. Both of the groups have been in compliance with the policy and are following the rules and regulations of the field. There is ample time available for the neighborhood youth to utilize the field; therefore, there have been no conflicts between the permitted groups for practice and the neighborhood residents.

Staff has received a few requests to utilize the field; however, they did not meet the criteria of the Field Use Policy. The purpose of the policy is to establish the guidelines and procedures for regulating athletic field usage, defining user priority, reservation procedures and fees for the use of the fields. The policy is intended to provide for fair and equitable use by the residents of the Iglesia Park community, youth sports and the general public. The policy has been a useful document for staff to control the use of the field for groups who do not reside in the City of Aliso Viejo or whose activity is not conducive to the purpose of the ball field at Iglesia Park.

Although the usage of the field has been successful, staff has been experiencing some maintenance issues with the field. The contractor who renovated the field was responsible for the maintenance of the field through June 30, 2015. The plan was to transition the field maintenance from the contractor to the City's landscape maintenance service starting July 1, 2015 which would include the infield and outfield of the ball field. Due to the unsatisfactory maintenance of the field by the contractor, the City's current landscape maintenance service has been transitioning the maintenance of the ball field which started May 1, 2015 instead of the anticipated date of July 1, 2015. As a result of the transition to the City's landscape maintenance service there has been an improved maintenance level of the field.



Karen Crocker, Community Services Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL



David Doyle, City Manager