

# MISSION VIEJO AGENDA

City Council, Community Development Financing Authority,  
Successor Agency of the Community Development Agency,  
Housing Authority, and Library Board of Trustees\*  
August 23, 2016, at 5:00 PM (Closed Session Business)  
August 23, 2016, at 6:00 PM (General Business)

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City Hall, 200 Civic Center, Mission Viejo, California, 92691

City Council Chamber

## CALL TO ORDER—CITY COUNCIL, COMMUNITY DEVELOPMENT FINANCING AUTHORITY, SUCCESSOR AGENCY OF THE COMMUNITY DEVELOPMENT AGENCY, HOUSING AUTHORITY, AND LIBRARY BOARD OF TRUSTEES

**\*Note: All Board and Agency memberships are reflected in the title “Council Member.”**

**ROLL CALL:** Council Member Rath  
Council Member Sachs  
Council Member Schlicht  
Mayor Pro Tem Bucknum  
Mayor Ury

### CLOSED SESSION

- CS1. Conference with Legal Counsel Pursuant to Government Code 54957(a) on Matters Posing a Threat to Public Services, Facilities and Operations**
- CS2. Conference with Legal Counsel- Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: Two anticipated cases; one adverse to Mayor Ury and the other adverse to the City, both as threatened by Capistrano Unified School District ("CUSD") after it held closed session(s) and announced its decision in public. The apparent reason for the threats of lawsuit against a public official and the City is as regards the City and its official(s) expressing concerns and issues in relation to a proposed but not yet adopted public finance bond measure proposed by CUSD**

### REPORT OF CLOSED SESSION

**INVOCATION: Council Member Sachs**

**PLEDGE OF ALLEGIANCE: Council Member Rath**

### PRESENTATIONS

### PUBLIC COMMENTS

Persons wishing to address the Council on City business that is not listed on the Agenda may do so
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at this time. "Public Comment" forms are available at the entrance to the Council Chamber. Each Speaker may be allotted three minutes.

Those wishing to address the Council on any item that is listed on the Agenda should submit to the City Clerk a "Request to Speak" or "Written Comments" form before the Mayor announces that agenda item. The Mayor will call speakers during consideration of each item.

## **CONSENT CALENDAR**

### **1. Waive Reading of Ordinances and Resolutions**

Recommended Action: Approve the reading by title of all ordinances and resolutions and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

### **2. City Council Minutes**

Recommended Action: (1) Approve the Minutes for the regular City Council meeting of July 12, 2016, as presented or as amended, and (2) approve the Minutes for the special City Council meeting of July 26, 2016, as presented or as amended.

### **3. Check Register Dated July 8, 2016 in the Amount of \$3,851,648.76**

Recommended Action: Ratify the accompanying check register.

### **4. Check Register Dated July 15, 2016 in the Amount of \$2,734,572.32**

Recommended Action: Ratify the accompanying check register.

### **5. Check Register Dated July 22, 2016 in the Amount of \$682,634.84**

Recommended Action: Ratify the accompanying check register.

### **6. Check Register Dated July 29, 2016 in the Amount of \$684,499.39**

Recommended Action: Ratify the accompanying check register.

### **7. Check Register Dated August 5, 2016 in the Amount of \$1,206,920.37**

Recommended Action: Ratify the accompanying check register.

### **8. City Treasurer's Monthly Report for June 2016**

Recommended Action: Receive and file.

### **9. Mission Viejo Community Development Financing Authority (MVC DFA) Treasurer's Monthly Report for June 2016**

Recommended Action: Receive and file.



**10. Mission Viejo Housing Authority (MVHA) Treasurer's Monthly Report for June 2016**

Recommended Action: Receive and file.

**11. Successor Agency of the Community Development Agency Treasurer's Monthly Report for June 2016**

Recommended Action: Receive and file.

**12. Shared Services Agreement with City of Rancho Santa Margarita for Stormwater and Solid Waste Program Management**

Recommended Action: (1) Approve the Agreement with the City of Rancho Santa Margarita for Shared Stormwater and Solid Waste Program Management Services; and (2) adopt Resolution 16-XX Amending the FY 2016/17 Authorized Position Schedule and the Public Works Program Budget in the General Fund.

**13. Project V Local Transit Cooperative Agreement**

Recommended Action: (1) Approve Cooperative Agreement No. C-6-1292 between the Orange County Transportation Authority and the City of Mission Viejo for Project V Community-Based Transit/Circulators; and (2) Adopt Resolution 16-XX Establishing Fund 222 for Project V Grant Fund, Program 525 for Project V Community-Based Transit/Circulator Operations and CIP 234 for Associated Capital Costs and Amending the FY 2016-17 Budget for Costs Related to Fund 222, Program 525 and CIP 234.

**14. Pavion Park Restroom Construction (CIP 304) - Notice of Completion**

Recommended Action: (1) Certify the completion of and accept the improvements for the subject project; (2) authorize the City Manager to sign the Notice of Completion; (3) authorize the City Clerk to record Notice of Completion with the County of Orange and to release the Faithful Performance and Payment Bonds one year and thirty- five (35) days respectively, after the date of recordation of the Notice of Completion contingent upon no claims or liens being filed with the City and (4) authorize the payment of the final retention of \$16,583.25 thirty-five (35) days after the date of recordation of the Notice of Completion.

**15. First Amendment to the Legislative Advocacy and Government Relations Services Agreement**

Recommended Action: Approve First Amendment to the existing contract with the Professional Services Agreement with Townsend Public Affairs for the period of July 1, 2016 to June 30, 2017 for State legislative advocacy and government relations services for a total not to exceed the amount of \$60,000.

**16. Traffic Signal Maintenance-Contract Change Order 1**

Recommended Action: (1) Approve Contract Change Order 1 to Contract A15-54 with Computer Service Company in the amount of \$63,387.70; and (2) adopt Resolution 16-XX Amending the Fiscal Year 2015–2016 Operating Budget for Costs Related to Traffic Signal Maintenance.

**17. 2016 Residential Resurfacing-Slurry Seal (CIP 838)**

Recommended Action: Award the construction contract for the subject project to Roy Allan Slurry Seal, Inc., in the amount of \$282,827.65.

**18. Consultant Services for Producer/Director of Mission Viejo Television SportsZone Show**

Recommended Action: (1) Award a contract for the subject services to Eric Winter for the period of August 23, 2016, through June 30, 2017, in the amount of \$37,600; and (2) authorize issuance of a purchase order to Eric Winter for the period of August 23, 2016, through June 30, 2017, in an amount not to exceed \$37,600.

**19. Geographic Information System (GIS) Renewal**

Recommended Action: Approve second amendment to agreement with Digital Map Products; and approve issuance of purchase order to Digital Map Products for 2016-17 services in the amount of \$42,419.00.

**20. Marguerite Parkway Roadway Pollutant and Runoff Abatement Project: Alarcon to Santa Margarita Parkway (CIP 229)**

Recommended Action: Adopt Resolution 16-XX Authorizing An Application for Funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3 for the Marguerite Parkway Roadway Pollutant and Runoff Abatement Project: Alarcon to Santa Margarita Parkway (CIP 229)

**21. Installation of Soil Tiebacks under Avery Parkway**

Recommended Action: Approve the Soil Tieback Agreement with Sherwood Classics, LLC (GreenStreet Development) subject to any minor revisions required by the City Attorney and/or City Engineer.

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**PUBLIC HEARINGS**

**22. Proposed Abatement of Weeds on Parcels Less than One Acre for the Annual Weed Abatement Program 2016 - Phase 2.**

Recommended Action: Instruct the Public Services Department to proceed and perform the removal of weeds in accordance with Sections 39568 through 39588 of the Government Code.

**23. Consideration of the Issuance of Multi-Family Revenue Housing Bonds by The California Municipal Finance Authority (CMFA) for the Benefit of the Developer and Borrower, Heritage Villas Housing Partners, LP, in Connection with Financing the Acquisition, Substantial Rehabilitation and Improvement of the Existing 143-Unit Heritage Villas Senior Affordable Housing Project**

Recommended Action: Adopt Resolution 16-XX Authorizing and Directing Execution of a Joint Exercise of Powers Agreement with the California Municipal Finance Authority and Approving the Issuance of Multi-Family Housing Revenue Bonds by the CMFA to Finance the Acquisition and Rehabilitation of that Certain Existing 143-Unit Senior Multi-Family Rental Housing Project for the Benefit of the Developer And Borrower, Heritage Villas Housing Partners, LP, and Making Certain Other Findings Related Thereto

**MAYOR’S, COMMISSION, COMMITTEE REPORTS AND ACTIONS**

**24. Update on CUSD Bond Measure**

Recommended Action: As necessary.

**25. Orange County Fire Authority (OCFA) Report**

Recommended Action: Receive report.

**26. Foothill/Eastern Transportation Corridor Agency Report**

Recommended Action: Receive report.

**27. San Joaquin Hills Transportation Corridor Agency Report**

Recommended Action: Receive report.

**28. Orange County Transportation Authority (OCTA)**

Recommended Action: Receive report.

**STAFF REPORTS**

**COUNCIL MEMBER COMMENTS AND ACTIONS**

**29. Council Member Reports of Events and Activities Attended**

Recommended Action: Receive reports.

**Council Member Rath**

**Council Member Sachs**

**Council Member Schlicht**

**30. A report to the Citizens of Mission Viejo on the Kosmont Report: The Retail and Market Strategy with potential for infilling commercial properties with mixed-use development including residential**

Recommended Action: Receive and file.

**Mayor Pro Tem Bucknum**

**Mayor Ury**

**Adjournment to Tuesday, September 13, 2016, at 5:00 PM**

**At the hour of 9:30 p.m., the City Council will review the remaining agenda items and make a decision regarding the items to be considered before the 11:00 p.m. adjournment and the items to be continued to the next meeting.**

**NOTICE TO THE PUBLIC**

**Supplemental material received after the posting of the Agenda**

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 200 Civic Center, Mission Viejo, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at <http://cityofmissionviejo.org/> and will be available for public review at the respective meeting.

If you have any questions regarding any item of business on the Agenda for this meeting, please contact City Clerk's Office staff at (949) 470-3052 or by email – [cityclerk@cityofmissionviejo.org](mailto:cityclerk@cityofmissionviejo.org).



# MISSION VIEJO MINUTES

City Council, Community Development Financing Authority,  
Successor Agency of the Community Development Agency,  
Housing Authority, and Library Board of Trustees\*

July 12, 2016

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A Regular Meeting of the City Council, the Community Development Financing Authority, the Successor Agency of the Community Development Agency, the Housing Authority, and the Library Board of Trustees of the City of Mission Viejo, California, was called to order by Mayor Pro Tem Bucknum at 5:02 p.m., on July 12, 2016, at 200 Civic Center, Mission Viejo, California.

A complete copy of the agenda for the meeting containing all items as shown herein was posted by 5:00 p.m. on July 7, 2016, on the outdoor bulletin board at City Hall. Copies were also posted at the Montanoso Recreation and Fitness Center, 25800 Montanoso Drive, and the Norman P. Murray Community and Senior Center, 24932 Veterans Way.

\*All Board and Agency memberships are reflected in the title "Council Member."

**Present:** Council Member Raths  
Council Member Sachs  
Council Member Schlicht (arrived at 5:06 p.m.)  
Mayor Pro Tem Bucknum  
Mayor Ury (arrived at 5:11 p.m.)

**Absent:** None

**Staff Present:** Dennis Wilberg, City Manager  
William P. Curley III, City Attorney  
Keith Rattay, Assistant City Manager/Director of Public Services  
Cheryl Dyas, Director of Administrative Services  
Kimberly Schmitt, Assistant City Clerk

## CLOSED SESSION

**CS1. Conference with Legal Counsel Pursuant to Government Code 54957(a) on Matters Posing a Threat to Public Services, Facilities and Operations**

## RECESS TO CLOSED SESSION AND RECONVENE

At the hour of 5:03 p.m., Mayor Pro Tem Bucknum recessed the meeting to Closed Session. The City Council reconvened at 6:01 p.m. with all five City Council Members present.

## **REPORT OF CLOSED SESSION**

City Attorney Bill Curley announced that staff provided an update to the City Council but no reportable actions occurred.

**INVOCATION: Mayor Ury**

**PLEDGE OF ALLEGIANCE: Mayor Pro Tem Bucknum**

## **PRESENTATIONS**

### **P1. Recognize The Shirt Cannery on their 40th Anniversary**

Mayor Ury presented the proclamation to Julie Marshall, owner of the Shirt Cannery.

### **P2. Recognize Solar Power Pools, Lululemon Athletica, and St. Kilian Catholic Church as "Certified Green Businesses"**

Due to conflicting schedules, this presentation was postponed to a future meeting.

### **Presentation to Lieutenant Brad NewMyer**

Mayor Ury presented a Certificate of Recognition to Lieutenant Brad NewMyer upon his retirement as Chief of Police Services.

## **PUBLIC COMMENTS**

Larry Gilbert, M.V.: spoke about the current Vision Plan process and expressed concern that the City is not following the Mission Viejo Company's slogan of "The California Promise."

Robert David Breton, M.V.: proposed that the Council consider adopting two ordinances before the November election, one that would require an incumbent Council Member to resign from his or her office in order to run for another office except in the final year of their service on the City Council. The second proposed ordinance would require that an incumbent Council Member who resigned to run for another office would be required to reimburse the City for the costs of a special election caused by his or her resignation.

## **CONSENT CALENDAR**

Items 4, 5, 12, and 13 were removed from the Consent Calendar for separate consideration.

Motion made by Mayor Pro Tem Bucknum, seconded by Council Member Sachs, to approve the Consent Calendar as outlined below.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

**1. Waive Reading of Ordinances and Resolutions**

Approved the reading by title of all ordinances and resolutions and declared that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

**2. City Council Minutes**

Approved the Minutes for the regular City Council meeting of June 28, 2016, as presented.

**3. Contract Renewal with OCTA for Senior Mobility Program Transportation**

Approved renewal of OCTA Contract for Senior Mobility Program transportation.

**6. Check Register Dated July 1, 2016 in the Amount of \$455,801.88**

Ratified the accompanying check register.

**7. City Treasurer's Monthly Report for May 2016**

Received and filed.

**8. Mission Viejo Housing Authority (MVHA) Treasurer's Monthly Report for May 2016**

Received and filed.

**9. Mission Viejo Community Development Financing Authority (MVC DFA) Treasurer's Monthly Report for May 2016**

Received and filed.

**10. Successor Agency of the Community Development Agency Treasurer's Monthly Report for May 2016**

Received and filed.

**11. Revisions to City of Mission Viejo Personnel Policies**

Adopted *Resolution 16-36*, Providing for the Revisions to select Personnel Policies.

**14. Fleet Motorcycle Maintenance**

Awarded a Contract to Huntington Beach Honda (A16-25) in the amount of \$104,000 for the Police Services Motorcycle Maintenance Program for the term beginning July 1, 2016, to June 30, 2018.

**15. Security Guard Services - City Facilities and Special Events**

(1) Approved First Amendment to the existing contract with The Green Angels Private Security (A16-26A) for the subject services; and (2) issued a change order in an amount not to exceed \$6,232.00.

**16. Expansion of the Mission Viejo Animal Services Center Administration Building**

Approved the plans and specifications and authorized staff to advertise for bids for the expansion of the Administration Building at the Mission Viejo Animal Services Center.

**17. City of Mission Viejo Seven-Year Public Works Capital Improvement Program (FY 2016-17-FY 2022-23)**

(1) Adopted *Resolution 16-37* Adopting a Seven-Year Public Works Capital Improvement Program beginning with the 2016-17 Fiscal Year; and (2) directed the Director of Public Works to transmit the adopted Seven-Year Public Works Capital Improvement Program to the Orange County Transportation Authority by July 31, 2016.

**18. Highway Safety Improvement Program (HSIP) Call For Projects-Cycle 8-Citywide Installation of Countdown Pedestrian Signal Heads at Signalized Intersections**

(1) Adopted *Resolution 16-38* Authorizing the Director of Public Works to Submit an Application for Highway Safety Improvement Program (HSIP) Grant Funds for Citywide Installation of Countdown Pedestrian Signal Heads at Signalized Intersections; and (2) directed staff to transmit the adopted Resolution to Caltrans by August 12, 2016, in conjunction with the City's funding application for said project.

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**4. Check Register Dated June 17, 2016 in the Amount of \$695,626.58**

Council Member Schlicht drew attention to a payment made to the Orange County Conservation Corps for charges related to landscape renovations and water conservation efforts. She stated that the City's slopes are looking worse and worse.

Assistant City Manager/Director of Public Services Keith Rattay stated that he will have



to get back to her with an answer on the specific locations that were included in the payment to the Orange County Conservation Corps.

Motion made by Council Member Schlicht, seconded by Mayor Ury, to ratify the accompanying check register.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

**5. Check Register Dated June 24, 2016 in the Amount of \$1,150,635.21**

Council Member Schlicht inquired about a payment made to Edmond Otis for a workshop session entitled “dealing with difficult people.” She asked about the purpose of the workshop and who attended.

Director of Administrative Services Cheryl Dyas responded that the City has provided a series of training sessions for employees as part of management and supervisory development and this was one of the sessions.

Motion made by Council Member Schlicht, seconded by Mayor Ury, to ratify the accompanying check register.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

**12. Replacement of the City’s Recreation Management Software System**

Director of Information Technology Jackie Alexander presented the staff report.

Council Member Schlicht asked questions about the cost of the software and the gross receipts for the City's recreation programs.

Motion made by Council Member Schlicht, seconded by Mayor Ury, to (1) approve entering into 5-year agreement with and issuance of purchase orders to PerfectMind Technology Inc. in an amount not to exceed \$257,180 (including 10% project and support contingency) for the licensing, implementation, and ongoing support of the PerfectMind recreation management solution; and (2) approve entering into 5-year agreement with, payment of \$5000 initial hardware costs to, and payment of operational fees (estimated per

matrix below) to Moneris Solutions, Inc. for credit card transaction processing and merchant services in connection with the PerfectMind recreation management solution.\

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

**13. Purchase of Network and Wireless Hardware**

Council Member Schlicht asked what funding will cover the capital outlay for this project.

Director of Information Technology Jackie Alexander responded that the budgeted amount is included in the 2015-16 Information Technology budget and Director of Administrative Services Cheryl Dyas noted that the funds will be carried over to the current budget year.

Motion made by Council Member Schlicht, seconded by Mayor Pro Tem Bucknum, to approve entering into agreement for professional services and issuance of purchase order for network hardware to Resilient Communications (A16-24) in the amount of \$489,449.01 including a 10% project contingency.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

**OLD BUSINESS**

**19. Update on CUSD Bond Measure Issue**

City Manager Wilberg reminded the Council that Director of Administrative Services Cheryl Dyas gave an update on her attendance at the recent CUSD board meeting at the last City Council Meeting. Between then and now the City asked additional questions of the District and have not received responses. Mr. Wilberg also noted that staff invited CUSD representatives to tonight's meeting but they were unable to attend.

**20. Marguerite Aquatics Complex - Authorization to Bid**

Assistant City Manager/Director of Public Services Keith Rattay presented the staff report.

Kimberly Barnes, M.V.: thanked the City Council and staff for their help and support for this project. She stated that the Nadadores Foundation has reviewed the funding agreement, are pleased with the terms, and are prepared to provide the first payment that is due to the

City. She further announced that the Nadadores have been working very hard on their fundraising efforts.

Motion made by Council Member Raths, seconded by Mayor Pro Tem Bucknum, to (1) approve the working drawings and specifications and authorize City Staff to issue plans to the four prequalified contractors; and (2) adopt **Resolution 16-39** Amending the CIP 325 Budget, Marguerite Aquatics Complex Rehabilitation.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

**21. Mission Viejo Nadadores Foundation Funding Agreement**

Assistant City Manager/Director of Public Services Keith Rattay presented the staff report.

Motion made by Mayor Pro Tem Bucknum, seconded by Council Member Raths, to (1) authorize the Mayor to sign the Mission Viejo Nadadores Foundation Funding Agreement (A16-27); and (2) authorize City Staff to send a letter requesting the initial payment of the agreed upon commitment.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

**MAYOR'S, COMMISSION, COMMITTEE REPORTS AND ACTIONS**

**22. Economic Development Committee**

Council Member Sachs reported on the City's first vision plan workshop which was held on June 30.

The following spoke in support of the revitalization of the civic core area: Larry Belkin, M.V.; Ron Lerman, M.V.; Garry Wertz, M.V.; and Dave Berg, M.V.

**23. Voting Delegate and Alternate(s) for the 2016 League of California Cities Annual Conference**

Mayor Ury appointed Ed Sachs as voting delegate and Greg Raths and Wendy Bucknum as alternates for the League of California Cities Conference Annual Business Meeting on October 5, 2016.

## **STAFF REPORTS**

### **COUNCIL MEMBER COMMENTS AND ACTIONS**

#### **24. Council Member Reports of Events and Activities Attended**

By consensus, the City Council Members acknowledged their event and activities calendars as presented in the report and agreed to provide any changes to the City Clerk for the public record.

#### **Council Member Rath**

Council Member Rath asked that the meeting be adjourned in memory of the late Marian Bergeson and he shared highlights of Mrs. Bergeson's life.

#### **Council Member Sachs**

Council Member Sachs wished Lt. NewMyer the best in his retirement. He stated that he has been fortunate to know Lt. NewMyer for the last 18 months and it doesn't take long to get to know and understand someone's character. He shared a story about Lt. NewMyer calling him out for rules violations while they were playing golf and Council Member Sachs said that honor is part of the Lieutenant's DNA. He stated that the wherever Lt. NewMyer goes and whatever he does, his service will benefit many for generations to come.

#### **Council Member Schlicht**

#### **25. Civic Core Area Vision Plan**

Council Member Schlicht read her agenda report.

Council Member Schlicht commended Lt. Brad NewMyer for his service to the City of Mission Viejo. She stated that he brings honor to his uniform and it has been a pleasure to know him. She also expressed appreciation for his out-of-the-box thinking and his dedication to public service. Council Member Schlicht asked staff if city hall and the library can be lit in blue in honor of our nations fallen officers. In closing, she shared an audio-video recording of John Wayne reading a speech called "The Hyphen" from the album *America, Why I Love Her*.

#### **Mayor Pro Tem Bucknum**

Mayor Pro Tem Bucknum stated that the video Council Member Schlicht shared is a reminder of how divided the country is. She encouraged people to be kind to one another and set an example for the children. Mayor Pro Tem Bucknum announced that she is hosting a town hall meeting on Monday July 18, 2016, from 6:00 to 7:30 p.m. on the topics of Neighborhood Watch and public safety. She too thanked Lt. NewMyer for his dedication and service and she shared a story of his participation at the 4th of July street faire after driving in from Montana the same day. He has

answered every question the Council has posed with grace and dignity and he is a great example of what she will look for in a future leader of police services. She stated that he is very proactive and he gets out in front of issues instead of leading from behind. Mayor Pro Tem Bucknum discussed the fallen officers in Dallas and stated that it is gut-wrenching to know that they were protecting the community when they were killed.

### **Mayor Ury**

Mayor Ury discussed Lt. NewMyer's dedication and character and he thanked him for his service to the community and the City Council. He expressed a very sincere thank you and wished Lt. NewMyer all the best in the future.

### **ADJOURNMENT**

At the hour of 8:33 p.m., with no further business to come before the City Council at this session, Mayor Ury adjourned the meeting in memory of Marian Bergeson, to Tuesday, August 23, 2016, at 5:00 p.m.

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Karen Hamman, City Clerk

Approved at the meeting of August 23, 2016



# MISSION VIEJO MINUTES

## City Council Special Meeting

July 26, 2016

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A Special Meeting of the City Council of the City of Mission Viejo, California, was called to order by Mayor Ury at 6:03 p.m., on July 26, 2016, at 200 Civic Center, Mission Viejo, California.

A complete copy of the agenda for the meeting containing all items as shown herein was posted by 5:00 p.m. on July 19, 2016, on the outdoor bulletin board at City Hall. Copies were also posted at the Montanoso Recreation and Fitness Center, 25800 Montanoso Drive, and the Norman P. Murray Community and Senior Center, 24932 Veterans Way.

**Present:** Council Member Rath  
Council Member Sachs  
Council Member Schlicht  
Mayor Pro Tem Bucknum  
Mayor Ury

**Absent:** None

**Staff Present:** Dennis Wilberg, City Manager  
William P. Curley III, City Attorney  
Cheryl Dyas, Director of Administrative Services  
Karen Hamman, City Clerk

**PLEDGE OF ALLEGIANCE:** Council Member Rath

**INVOCATION:** Mayor Ury

### **OPEN SESSION**

#### **1. Update on CUSD Bond Measure Issue**

Mayor Ury discussed the proposed bond measure, presented materials and responses to his queries, and expressed concern with the lack of specificity that the Capistrano Unified School District (CUSD) has provided regarding the projects, dollar amounts and schools/cities that are proposed to be included in the projects under the bond.

The following expressed their opposition to the proposed CUSD bond measure: Erika Schulte, M.V.; Sharon Campbell, M.V.; Wayne Tate, M.V.; Barbara Casserly, M.V.; Dawn Urbanek, San Clemente; Judy Bullockus, M.V.; Robert David Breton, M.V.; and Jim Young, M.V.

The following presented a written comment in opposition to the proposed bond measure: Ellen Natsume, M.V.

City Manager Wilberg and Director of Administrative Services Cheryl Dyas discussed staff's attendance at recent CUSD Board meetings and staff's belief that the school district has been unresponsive to the City's request for detailed information on the projects proposed within the bond tax.

The Council Members discussed the bond measure, the CUSD's lack of response to queries, and expressed unanimous opposition to the measure, including submitting written opposition to CUSD. The Mayor assumed the lead role as to presenting further opposition to the proposed CUSD public financing.

Motion made by Mayor Ury, seconded by Mayor Pro Tem Bucknum, to (1) take a formal position of opposition to the Capistrano Unified School District's (CUSD) proposed bond measure; and (2) approve the draft letter dated July 26, 2016, to the CUSD Board of Trustees regarding the City's position on the proposed ballot measure for the November 8, 2016, election.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

## **CLOSED SESSION**

There was no closed session meeting.

## **ADJOURNMENT**

At the hour of 7:38 p.m., with no further business to come before the City Council at this session, Mayor Ury adjourned the meeting to Tuesday, August 23, 2016, at 5:00 p.m.

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Karen Hamman, City Clerk

Approved at the meeting of August 23, 2016







# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Cheryl Dyas, Director of Administrative Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
Check Register dated July 8, 2016 in the amount of \$3,851,648.76

**Recommended Action**  
Ratify the accompanying check register.

**Executive Summary**  
Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. City Council Policy #300-4 authorizes the Director of Administrative Services to audit the demands prior to payment and calls for such checks to be issued on a weekly basis and the check register for each of the weekly pay cycles to be submitted to the City Council for ratification at the next regular Council meeting.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

**Fiscal Impact:**  
**Amount Requested \$**  
**Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)**  
**Prog/Fund #      Category: Pers. NO Optg. NO Cap. NO -or- CIP#      Fund#**

**Previous Relevant Council Actions for This Item**  
**October 22, 1990 – Approved Council policy 300-4**  
**February 2, 2004 – Approved the revision of Council policy 300-4**

**Attachments**  
Exhibit

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/8/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285338 Date 7/8/2016 A.C. Landscape Inc.</b>						
00017779	6/3/2016	21600028	June Landscape/Irrig:Area #6	1,040.00	0.00	1,040.00
00017776	6/1/2016	21600028	June Landscape/Irrig:Area #1	950.00	0.00	950.00
00017780	6/6/2016	21600028	June Landscape/Irrig:Area #1	1,462.85	0.00	1,462.85
00017781	6/7/2016	21600028	June Landscape/Irrig:Area #1	1,280.00	0.00	1,280.00
				Check # 285338 Total:		4,732.85
<b>Check # 285339 Date 7/8/2016 Ace Construction</b>						
125315	7/6/2016		Receipt #125315 Refund C&D Deposit	750.00	0.00	750.00
				Check # 285339 Total:		750.00
<b>Check # 285340 Date 7/8/2016 Act 1 Construction Inc</b>						
4 CIP 304	6/30/2016	21600328	Pavion Park Restroom Construction	67,203.16	0.00	67,203.16
4 R CIP 304	6/30/2016		CIP 304:Retention Payable	(3,360.16)	0.00	(3,360.16)
				Check # 285340 Total:		63,843.00
<b>Check # 285341 Date 7/8/2016 AFLAC</b>						
830233	6/25/2016		June Suppl Ins Premium	831.12	0.00	831.12
				Check # 285341 Total:		831.12
<b>Check # 285342 Date 7/8/2016 Alexander, Maria</b>						
32017	7/6/2016		Permit #32017 Refund Deposit	100.00	0.00	100.00
				Check # 285342 Total:		100.00
<b>Check # 285343 Date 7/8/2016 AmeriNational Community Services Inc</b>						
16-01006	6/9/2016	21600076	May Monthly Service Fees	231.00	0.00	231.00
				Check # 285343 Total:		231.00
<b>Check # 285344 Date 7/8/2016 Animal Medical Ctr Spay/Neuter Clinic Inc</b>						
100928	6/22/2016		June Veterinary Srvcs	127.50	0.00	127.50
100981	6/24/2016		June Veterinary Srvcs	63.75	0.00	63.75
				Check # 285344 Total:		191.25
<b>Check # 285345 Date 7/8/2016 Aquatic Design Group Inc</b>						
25107	6/30/2016	21600052	ME 6/30 Design/Engineering Srvs:Marg Aqua	17,500.00	0.00	17,500.00
				Check # 285345 Total:		17,500.00
<b>Check # 285346 Date 7/8/2016 Bashe, Steve</b>						
27834	7/6/2016		Refund Spay/Neuter Deposit R16-436969	50.00	0.00	50.00
				Check # 285346 Total:		50.00
<b>Check # 285347 Date 7/8/2016 The Bee Man</b>						

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
89424	6/21/2016	21600104	6/15 Rmv Beehive:Minaya Park	150.00	0.00	150.00
89334	6/15/2016	21600104	6/8 Rmv Beehive:Via San Gabriel	175.00	0.00	175.00
89333	6/15/2016	21600104	6/8 Rmv Beehive:Potocki	265.00	0.00	265.00
Check # 285347 Total:						590.00
<b>Check # 285348 Date 7/8/2016 Blairs Towing</b>						
605473	6/23/2016		6/23 Tow:Veh #411	65.00	0.00	65.00
605484	6/28/2016		6/28 Tow:Veh #411	165.00	0.00	165.00
Check # 285348 Total:						230.00
<b>Check # 285349 Date 7/8/2016 Bravo Roofing Inc</b>						
126714	7/6/2016		Receipt #126714 Refund C&D Deposit	500.00	0.00	500.00
Check # 285349 Total:						500.00
<b>Check # 285350 Date 7/8/2016 Deborah Brener</b>						
601792	7/6/2016		Receipt #601792 Refund Deposit and Set Up Fee	125.00	0.00	125.00
Check # 285350 Total:						125.00
<b>Check # 285351 Date 7/8/2016 C &amp; D Electric</b>						
83986	6/16/2016	21600042	June Electrical Rpr:Felipe Tennis Center	988.52	0.00	988.52
83535CA	6/23/2016	21600042	June Electrical Rpr:Eastbrook Park	2,895.00	0.00	2,895.00
83536CA	6/27/2016	21600042	June Electrical Rpr:Napoli Park	2,945.00	0.00	2,945.00
Check # 285351 Total:						6,828.52
<b>Check # 285352 Date 7/8/2016 Charles Abbott Associates Inc.</b>						
55862	5/31/2016		May Building/Safety Services	3,069.00	0.00	3,069.00
55609	3/31/2016		Mar Building/Safety Services	3,102.00	0.00	3,102.00
55710	4/30/2016		Apr Building/Safety Services	3,531.00	0.00	3,531.00
Check # 285352 Total:						9,702.00
<b>Check # 285353 Date 7/8/2016 Collins Company</b>						
580502	6/15/2016		(1)Ball Machine Handle Kit:Marg Tennis	158.40	0.00	158.40
Check # 285353 Total:						158.40
<b>Check # 285354 Date 7/8/2016 Computer Service Company</b>						
1643-1743	4/30/2016	21600151	ME 4/30 Traffic Signal Maintenance	31,902.78	0.00	31,902.78
Check # 285354 Total:						31,902.78
<b>Check # 285355 Date 7/8/2016 Cox Communications Inc.</b>						
7601043218702*JLY16	6/25/2016		ME 7/24 Comm Circuit CH & Marguerite	270.32	0.00	270.32
Check # 285355 Total:						270.32
<b>Check # 285356 Date 7/8/2016 Data Ticket Inc.</b>						

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
70372	5/25/2016		Apr Parking Citations Processed	716.77	0.00	716.77
71079	6/24/2016		May Payment Processing Citation Collection	14.00	0.00	14.00
Check # 285356 Total:						730.77
<b>Check # 285357 Date 7/8/2016 Debinaire Company</b>						
163062	6/15/2016		6/14 Rpr/Maint Boiler:Montanoso	120.84	0.00	120.84
Check # 285357 Total:						120.84
<b>Check # 285358 Date 7/8/2016 Denault's True Value Hardware</b>						
566188	6/27/2016		Misc Supplies:4th of July Event	116.59	0.00	116.59
566166	6/21/2016		6/21 Rpr/Maint Suppl:Sierra	28.81	0.00	28.81
Check # 285358 Total:						145.40
<b>Check # 285359 Date 7/8/2016 DirecTV</b>						
28838640644	6/24/2016		ME 7/22 Cable TV:City Hall	165.54	0.00	165.54
28801724904	6/19/2016		ME 7/17 Cable TV:Library	61.55	0.00	61.55
28844541785	6/25/2016		ME 7/23 Cable TV:NPMCSC	78.54	0.00	78.54
28901872205	7/2/2016		ME 7/31 Cable TV:Corp Yard	54.55	0.00	54.55
Check # 285359 Total:						360.18
<b>Check # 285360 Date 7/8/2016 DM Color Express Inc</b>						
0573131-IN	6/21/2016		Misc Plants:Felipe Tennis Center	2,948.40	0.00	2,948.40
0573128-IN	6/21/2016		Misc Plants:NPMCSC	2,316.61	0.00	2,316.61
0575161-IN	6/28/2016		Misc Plants:Area 3	1,458.00	0.00	1,458.00
0575158-IN	6/28/2016		Misc Plants:Area 7 & 8	1,944.00	0.00	1,944.00
0575127-IN	6/28/2016		Misc Plants:Aurora Park	2,399.76	0.00	2,399.76
0575135-IN	6/28/2016		Misc Plants:Curtis Park	2,993.76	0.00	2,993.76
0575387-IN	6/29/2016		Misc Plants:NPMCSC	583.74	0.00	583.74
0576373-IN	7/1/2016		Misc Plants:Eagle Scout Project/Area 8	2,133.01	0.00	2,133.01
0576372-IN	7/1/2016		Misc Plants:Street Faire	1,196.64	0.00	1,196.64
Check # 285360 Total:						17,973.92
<b>Check # 285361 Date 7/8/2016 Doodydude.com</b>						
8394	7/1/2016	21600120	June Dog Waste Removal Srvc	429.00	0.00	429.00
Check # 285361 Total:						429.00
<b>Check # 285362 Date 7/8/2016 Dudek</b>						
20162814	6/9/2016	21500062	PE 5/27 Jeronimo Creek Habitat Repair	2,738.68	0.00	2,738.68
Check # 285362 Total:						2,738.68
<b>Check # 285363 Date 7/8/2016 Jason Duran</b>						
070516	7/3/2016		Street Faire Exp Reimbursement	168.84	0.00	168.84
Check # 285363 Total:						168.84

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285364</b>	<b>Date 7/8/2016</b>	<b>EcoNomics Inc.</b>				
GB-11	6/7/2016	21500184	ME 5/31 Green Business Program	413.33	0.00	413.33
GB-12	7/1/2016	21500184	ME 6/30 Green Business Program	206.67	0.00	206.67
				Check # 285364 Total:		620.00
<b>Check # 285365</b>	<b>Date 7/8/2016</b>	<b>Efficient X-Ray Inc.</b>				
275207	6/22/2016		June Bio-Hazard Disposal:Shelter	75.00	0.00	75.00
				Check # 285365 Total:		75.00
<b>Check # 285366</b>	<b>Date 7/8/2016</b>	<b>Eid, Nuhad</b>				
602190	7/6/2016		Receipt #602190 Refund Deposit	75.00	0.00	75.00
				Check # 285366 Total:		75.00
<b>Check # 285367</b>	<b>Date 7/8/2016</b>	<b>William Robert Ernisse</b>				
June2016	6/28/2016		June Planning Commission Stipend	100.00	0.00	100.00
				Check # 285367 Total:		100.00
<b>Check # 285368</b>	<b>Date 7/8/2016</b>	<b>Express Energy Services</b>				
6991-A	5/17/2016	21600249	Safety Lighting LED Conversion	8,273.28	0.00	8,273.28
6992	5/19/2016	21600249	Safety Lighting LED Conversion	7,062.01	0.00	7,062.01
				Check # 285368 Total:		15,335.29
<b>Check # 285369</b>	<b>Date 7/8/2016</b>	<b>Futures In Education Inc</b>				
32071	7/6/2016		Permit #32071 Refund Deposit	300.00	0.00	300.00
				Check # 285369 Total:		300.00
<b>Check # 285370</b>	<b>Date 7/8/2016</b>	<b>Playcore Wisconsin Inc</b>				
PJI-0038966	6/20/2016		Misc Play Equipment:Pavion	2,705.34	0.00	2,705.34
				Check # 285370 Total:		2,705.34
<b>Check # 285371</b>	<b>Date 7/8/2016</b>	<b>The Gas Company</b>				
19600831002*JN16	6/22/2016		ME 6/20 Natural Gas:Shelter	245.76	0.00	245.76
				Check # 285371 Total:		245.76
<b>Check # 285372</b>	<b>Date 7/8/2016</b>	<b>Greg Gilbert</b>				
062016	6/20/2016		Special Olympics Host Town Celebration Suppl Reimb	3,000.00	0.00	3,000.00
				Check # 285372 Total:		3,000.00
<b>Check # 285373</b>	<b>Date 7/8/2016</b>	<b>GovInvest Inc.</b>				
1032	5/24/2016	21600301	Licensing Agreement for Pension Module	9,000.00	0.00	9,000.00
				Check # 285373 Total:		9,000.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285374 Date 7/8/2016 Granicus Inc</b>						
77031	6/1/2016	21600168	QE 9/30 Media Manager & Media Vault	3,450.00	0.00	3,450.00
Check # 285374 Total:						3,450.00
<b>Check # 285375 Date 7/8/2016 GSL Associates</b>						
070116*21600267	7/1/2016	21600267	ME 6/30 Prof Srv:2016 PMP Update	5,197.50	0.00	5,197.50
070116*21600231	7/1/2016	21600231	PE 6/30 Prof Srv:Measure M	3,911.25	0.00	3,911.25
Check # 285375 Total:						9,108.75
<b>Check # 285376 Date 7/8/2016 HD Supply Facilities Maintenance</b>						
9146610614	6/20/2016		June Rpr/Maint Supplies:NPMCSC	142.88	0.00	142.88
Check # 285376 Total:						142.88
<b>Check # 285377 Date 7/8/2016 Hirsch Pipe &amp; Supply Co.</b>						
4865258	6/17/2016		6/17 Rpr/Maint Supplies:Sierra	101.49	0.00	101.49
4859792	6/15/2016		6/15 Rpr/Maint Supplies:Montanoso	149.04	0.00	149.04
Check # 285377 Total:						250.53
<b>Check # 285378 Date 7/8/2016 HLP Inc.</b>						
12071	7/1/2016	21700003	YE 7/17 Chameleon Renewal	17,395.20	0.00	17,395.20
Check # 285378 Total:						17,395.20
<b>Check # 285379 Date 7/8/2016 Roto-Rooter Service &amp; Plumbing</b>						
AV176181	5/3/2016	21600272	5/3 Rpr/Maint:Montanoso	517.64	0.00	517.64
Check # 285379 Total:						517.64
<b>Check # 285380 Date 7/8/2016 Home Depot</b>						
0431420	6/27/2016		Misc Supplies:La Paws	96.01	0.00	96.01
9973101	6/28/2016		Misc Supplies:Area 8	159.52	0.00	159.52
7973209	6/30/2016		Misc Supplies:City Veh #406	53.71	0.00	53.71
Check # 285380 Total:						309.24
<b>Check # 285381 Date 7/8/2016 Sarah Jacobs</b>						
063016	6/30/2016		Refund Tennis Fees:Marg Tennis	13.00	0.00	13.00
Check # 285381 Total:						13.00
<b>Check # 285382 Date 7/8/2016 Jacobson, Robert</b>						
31789	7/6/2016		Permit #31789 Refund Deposit	100.00	0.00	100.00
Check # 285382 Total:						100.00
<b>Check # 285383 Date 7/8/2016 Jamey Clark Inc</b>						
67960	6/22/2016	21600092	June Rpr/Maint:Beebe	168.75	0.00	168.75
67965	6/23/2016	21600092	June Rpr/Maint:Corp Yard	603.66	0.00	603.66
67967	6/23/2016	21600092	June Rpr/Maint:Olympiad Park	281.25	0.00	281.25

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67966	6/23/2016	21600092	June Rpr/Maint:YAP	114.05	0.00	114.05
67972	6/30/2016	21600092	June Rpr/Maint:Christopher	961.43	0.00	961.43
Check # 285383 Total:						2,129.14
<b>Check # 285384 Date 7/8/2016 Kosmont Company</b>						
0011	5/31/2016	21600200	May Economic Development Advisory Services	1,508.00	0.00	1,508.00
Check # 285384 Total:						1,508.00
<b>Check # 285385 Date 7/8/2016 Kyte, Jason</b>						
123369A	7/6/2016		Receipt #123369 Refund C&D Deposit	500.00	0.00	500.00
Check # 285385 Total:						500.00
<b>Check # 285386 Date 7/8/2016 David K. Leckness</b>						
June2016	6/28/2016		June Planning Commission Stipend	100.00	0.00	100.00
Check # 285386 Total:						100.00
<b>Check # 285387 Date 7/8/2016 The Lifeguard Store</b>						
INV435987	6/15/2016		(5)Lane Lines:Montanoso	1,755.00	0.00	1,755.00
Check # 285387 Total:						1,755.00
<b>Check # 285388 Date 7/8/2016 Lindy Office Products</b>						
338465-0	6/28/2016		June Kitchen Supplies:Corp Yard	267.47	0.00	267.47
339161-0	6/30/2016		June Office Supplies:CDBG	111.42	0.00	111.42
339162-0	6/30/2016		June Office Supplies	236.10	0.00	236.10
339163-0	6/30/2016		June Office Supplies	66.82	0.00	66.82
339160-0	6/30/2016		June Office Supplies	88.86	0.00	88.86
339164-0	6/30/2016		June Office Supplies	355.00	0.00	355.00
337013-0	6/20/2016		June Council Meeting Supplies	65.53	0.00	65.53
Check # 285388 Total:						1,191.20
<b>Check # 285389 Date 7/8/2016 Lock-Tech</b>						
069041	6/24/2016		6/24 Replacement Locks:Various Parks	753.60	0.00	753.60
069042	6/24/2016		6/24 Rpr/Maint:Alicia Park	181.40	0.00	181.40
Check # 285389 Total:						935.00
<b>Check # 285390 Date 7/8/2016 LPA Inc.</b>						
73216	6/3/2016	21600311	ME 5/31 Consulting Services:CH & Library	1,942.50	0.00	1,942.50
Check # 285390 Total:						1,942.50
<b>Check # 285391 Date 7/8/2016 David Mansdoerfer</b>						
June2016	6/28/2016		June Planning Commission Stipend	100.00	0.00	100.00
Check # 285391 Total:						100.00

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<b>Check # 285392</b>	<b>Date 7/8/2016</b>	<b>Martin Lock &amp; Safe Company</b>				
Q82030	6/20/2016		Duplicate Keys/Locks:Animal Shelter	236.56	0.00	236.56
				Check # 285392 Total:		236.56
<b>Check # 285393</b>	<b>Date 7/8/2016</b>	<b>Master Construction Development Inc</b>				
123218	7/6/2016		Receipt #123218 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285393 Total:		500.00
<b>Check # 285394</b>	<b>Date 7/8/2016</b>	<b>McClain Roofing, Inc</b>				
126435	7/6/2016		Receipt #126435 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285394 Total:		500.00
<b>Check # 285395</b>	<b>Date 7/8/2016</b>	<b>MD Specialist</b>				
125597	7/6/2016		Receipt #125597 Refund C&D Deposit	750.00	0.00	750.00
				Check # 285395 Total:		750.00
<b>Check # 285396</b>	<b>Date 7/8/2016</b>	<b>Merchants Landscape Services Inc</b>				
47990	6/30/2016	21600067	June Landscape Maint:Area 5	9,800.00	0.00	9,800.00
				Check # 285396 Total:		9,800.00
<b>Check # 285397</b>	<b>Date 7/8/2016</b>	<b>Mike Linares Inc</b>				
April2016	6/9/2016	21600184	April CDBG Program	1,755.00	0.00	1,755.00
May2016	6/9/2016	21600184	May CDBG Program	1,215.00	0.00	1,215.00
				Check # 285397 Total:		2,970.00
<b>Check # 285398</b>	<b>Date 7/8/2016</b>	<b>Mission Hills Pet Care Center</b>				
4701	6/28/2016		June Veterinary Srvc	290.75	0.00	290.75
4637	6/21/2016		June Veterinary Srvc	41.95	0.00	41.95
				Check # 285398 Total:		332.70
<b>Check # 285399</b>	<b>Date 7/8/2016</b>	<b>Mission Viejo Oso Parkway Dev LP</b>				
115439	7/6/2016		Receipt #115439 Refund Bond	2,906,900.00	0.00	2,906,900.00
				Check # 285399 Total:		2,906,900.00
<b>Check # 285400</b>	<b>Date 7/8/2016</b>	<b>Molina, Leticia</b>				
32691	7/6/2016		Permit #32691 Refund Deposit	150.00	0.00	150.00
				Check # 285400 Total:		150.00
<b>Check # 285401</b>	<b>Date 7/8/2016</b>	<b>Moulton Niguel Water</b>				
62630*JN16	6/21/2016		ME 6/14 Water:Library/City Hall	318.95	0.00	318.95
62631*JN16	6/21/2016		ME 6/14 Water:Library/City Hall	226.99	0.00	226.99
062116	6/21/2016		ME 6/14 Water:Parks	4,324.17	0.00	4,324.17
062116A	6/21/2016		ME 6/14 Water:MOSS	9,893.21	0.00	9,893.21
61914*JLN16	6/30/2016		ME 6/28 Water:Parks	307.47	0.00	307.47



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62502*JN16	6/30/2016		ME 6/28 Water:MOSS	748.15	0.00	748.15
71014*JN16	6/30/2016		ME 6/28 Water:MOSS	224.03	0.00	224.03
73620*JN16	6/30/2016		ME 6/28 Water:MOSS	1,548.79	0.00	1,548.79
				Check # 285401 Total:		17,591.76
<b>Check # 285402 Date 7/8/2016 MV Service Centers Inc.</b>						
9654	6/15/2016	21600100	June Rpr/Maint:Veh #804	681.46	0.00	681.46
9656	6/15/2016	21600100	June Rpr/Maint:Veh #505	42.23	0.00	42.23
9679	6/18/2016	21600100	June Rpr/Maint:Veh #101	42.95	0.00	42.95
9680	6/18/2016	21600100	June Rpr/Maint:Veh #301	42.95	0.00	42.95
9694	6/23/2016	21600100	June Rpr/Maint:Veh #409	3,795.56	0.00	3,795.56
9700	6/24/2016	21600100	June Rpr/Maint:Veh #411	478.56	0.00	478.56
9712	6/27/2016	21600100	June Rpr/Maint:Veh #504	1,277.66	0.00	1,277.66
9701	6/24/2016	21600100	June Rpr/Maint:Veh #806	947.27	0.00	947.27
9743	6/30/2016	21600100	June Rpr/Maint:Veh #508	21.60	0.00	21.60
				Check # 285402 Total:		7,330.24
<b>Check # 285403 Date 7/8/2016 National Notary Association</b>						
070616	7/6/2016		Notary Commission Renewal:Schmitt	546.22	0.00	546.22
				Check # 285403 Total:		546.22
<b>Check # 285404 Date 7/8/2016 Nichols Consulting Engineers Chtd</b>						
140103002	5/25/2016	21600322	PE 5/13 2016 Pavement Management Program	20,050.00	0.00	20,050.00
				Check # 285404 Total:		20,050.00
<b>Check # 285405 Date 7/8/2016 Crystal Oddo</b>						
615849	7/6/2016		Receipt #615849 Refund Deposit	75.00	0.00	75.00
				Check # 285405 Total:		75.00
<b>Check # 285406 Date 7/8/2016 Office Depot Business Services Divsn 819</b>						
843029835002	6/23/2016		June Office Supplies:Shelter	25.64	0.00	25.64
846018174001	6/17/2016		June Kitchen/Office Supplies:Montanoso	430.84	0.00	430.84
844859751001	6/13/2016		June Kitchen/Office Supplies:Sierra	109.26	0.00	109.26
				Check # 285406 Total:		565.74
<b>Check # 285407 Date 7/8/2016 One Stop Pool Pros 1, Inc</b>						
48456	5/9/2016	21600137	4/25 Rpr/Maint:Montanoso	620.00	0.00	620.00
48635	5/16/2016	21600137	4/7 Rpr/Maint:Montanoso	100.00	0.00	100.00
48636	6/16/2016	21600137	4/25 Rpr/Maint:Montanoso	55.00	0.00	55.00
48656	5/18/2016	21600137	5/11 Rpr/Maint:Montanoso	1,065.00	0.00	1,065.00
48243	5/31/2016	21600137	May Pool & Equipment Maint:Various Locations	17,500.00	0.00	17,500.00
49280	6/27/2016	21600137	6/23 Rpr/Maint:Montanoso	155.00	0.00	155.00

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/8/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
48831	6/30/2016	21600137	June Pool & Equipment Maint:Various Locations	17,500.00	0.00	17,500.00
				Check # 285407 Total:		36,995.00
<b>Check # 285408 Date 7/8/2016 Orange County Pools, Inc.</b>						
125554A	7/6/2016		Receipt #125554 Refund C&D Deposit	750.00	0.00	750.00
				Check # 285408 Total:		750.00
<b>Check # 285409 Date 7/8/2016 Orange County Roofing</b>						
127260	7/6/2016		Receipt #127260 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285409 Total:		500.00
<b>Check # 285410 Date 7/8/2016 PacifiCom</b>						
0016599-IN	3/21/2016	21500087	PE 3/21 Fiber Optic Network	665.00	0.00	665.00
				Check # 285410 Total:		665.00
<b>Check # 285411 Date 7/8/2016 Rancho Niguel Animal Hospital</b>						
16512	6/21/2016		June Veterinary Srvcs	518.10	0.00	518.10
16540	6/23/2016		June Veterinary Srvcs	77.05	0.00	77.05
16539	6/23/2016		June Veterinary Srvcs	70.00	0.00	70.00
16582	6/27/2016		June Veterinary Srvcs	130.00	0.00	130.00
16637	6/30/2016		June Veterinary Srvcs	228.55	0.00	228.55
				Check # 285411 Total		1,023.70
<b>Check # 285412 Date 7/8/2016 redIT / KIO Networks</b>						
0223091433	7/1/2016	21600353	July Monthly Fee	1,625.00	0.00	1,625.00
				Check # 285412 Total:		1,625.00
<b>Check # 285413 Date 7/8/2016 Richard Cohen Landscape and Construction</b>						
126440	7/6/2016		Receipt #126440 Refund Bond	500.00	0.00	500.00
				Check # 285413 Total:		500.00
<b>Check # 285414 Date 7/8/2016 Richmond, Lisa</b>						
31444	7/6/2016		Permit #31444 Refund Deposit	150.00	0.00	150.00
				Check # 285414 Total:		150.00
<b>Check # 285415 Date 7/8/2016 RJM Design Group Inc.</b>						
31275	6/16/2016		ME 5/31 Plan Check Services	491.62	0.00	491.62
				Check # 285415 Total:		491.62
<b>Check # 285416 Date 7/8/2016 Roadway Construction Service</b>						
A10823	6/24/2016		Misc Uniforms:Public Services	212.76	0.00	212.76
				Check # 285416 Total:		212.76
<b>Check # 285417 Date 7/8/2016 S. Parker Engineering Inc.</b>						

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/8/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
PP#31C-21600019-00	6/22/2016	21600019	June Rpr/Rpl Concrete:NPMCSC	4,200.00	0.00	4,200.00
PP#33C-21600019-00	6/22/2016	21600019	June Rpr/Rpl Concrete:Jeronimo Eastbound	12,320.00	0.00	12,320.00
PP#32C-21600019-00	6/22/2016	21600019	June Rpr/Rpl Concrete:Alicia & Via Fabricante	1,686.92	0.00	1,686.92
Check # 285417 Total:						18,206.92
<b>Check # 285418 Date 7/8/2016 Saddleback Golf Cars</b>						
136857	4/6/2016		Cart Rental:Arts Alive	1,159.60	0.00	1,159.60
Check # 285418 Total:						1,159.60
<b>Check # 285419 Date 7/8/2016 Saddleback Valley Unified School District</b>						
063016	6/30/2016	21600147	May Youth Programs	60,612.58	0.00	60,612.58
Check # 285419 Total:						60,612.58
<b>Check # 285420 Date 7/8/2016 San Diego Gas &amp; Electric</b>						
20909017075*JL16	7/1/2016		ME 6/30 Electric:Street Lights	13,383.63	0.00	13,383.63
32159017085*JL16	7/1/2016		ME 6/30 Electric:Street Lights	9,022.60	0.00	9,022.60
88408943570*JL16	7/1/2016		ME 6/30 Electric:Street Lights	2,254.94	0.00	2,254.94
99658943566*JL16	7/1/2016		ME 6/30 Electric:Street Lights	6,931.24	0.00	6,931.24
Check # 285420 Total:						31,592.41
<b>Check # 285421 Date 7/8/2016 Sanders Paving Inc</b>						
7533	6/20/2016	21600053	June Rpr/Rpl Asphalt:Felipe Road	51,300.20	0.00	51,300.20
7530	6/23/2016	21600053	June Rpr/Rpl Asphalt:La Paws	3,520.00	0.00	3,520.00
Check # 285421 Total:						54,820.20
<b>Check # 285422 Date 7/8/2016 Sandor Jenei Euro Roofing Co</b>						
124624	7/6/2016		Receipt #124624 Refund C&D Deposit	500.00	0.00	500.00
Check # 285422 Total:						500.00
<b>Check # 285423 Date 7/8/2016 Santa Margarita Water District</b>						
1554022575*JN16	6/22/2016		ME 6/21 Water:MOSS	307.71	0.00	307.71
478022565*JN16	6/22/2016		ME 6/21 Water:Parks	36.43	0.00	36.43
4800543165*JN16	6/24/2016		ME 6/23 Water:Parks	1,362.51	0.00	1,362.51
15540543335*JN16	6/24/2016		ME 6/23 Water:MOSS	258.78	0.00	258.78
535270542805*JN16	6/30/2016		ME 6/29 Water:MOSS	360.96	0.00	360.96
25130539375*JN16	6/30/2016		ME 6/29 Water:Parks	2,893.87	0.00	2,893.87
50580267315*JN16	6/29/2016		ME 6/28 Water:Parks	508.98	0.00	508.98
14730436365*JN16	6/29/2016		ME 6/28 Water:Parks	264.27	0.00	264.27
915080267335*JN16	6/30/2016		ME 6/29 Water:Parks	652.18	0.00	652.18
14730436355*JN16	6/29/2016		ME 6/28 Water:Marg Aqua	1,566.99	0.00	1,566.99
25130538605*JN16	6/30/2016		ME 6/29 Water:NPMCSC	584.43	0.00	584.43
Check # 285423 Total:						8,797.11

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/8/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285424 Date 7/8/2016 Sarraf, Nilou</b>						
610427	7/6/2016		Receipt #610427 Refund Deposit	75.00	0.00	75.00
Check # 285424 Total:						75.00
<b>Check # 285425 Date 7/8/2016 Sir Speedy Printer South Orange County</b>						
103214	6/15/2016		Envision the Heart of MV Banner	100.89	0.00	100.89
101673	3/30/2016		Post in Conspicuous Place Cards	228.42	0.00	228.42
103197	6/16/2016		Post in Conspicuous Place Cards	228.42	0.00	228.42
Check # 285425 Total:						557.73
<b>Check # 285426 Date 7/8/2016 SiteOne Landscape Supply. LLC</b>						
75964470	5/26/2016	21600021	May Landscape/Irrig Materials:Area 1	429.21	11.92	417.29
75958622	5/26/2016	21600021	May Landscape/Irrig Materials:Area 2	190.60	5.29	185.31
76056649	6/2/2016	21600021	June Landscape/Irrig Materials:Area 2	179.50	4.99	174.51
76404140	6/22/2016	21600021	June Landscape/Irrig Materials:Area 1	215.99	6.00	209.99
76389876	6/21/2016	21600021	June Landscape/Irrig Materials:Area 1	428.94	11.92	417.02
76378262	6/21/2016	21600021	June Landscape/Irrig Materials:Area 1	208.19	5.78	202.41
76366929	6/20/2016	21600021	June Landscape/Irrig Materials:Area 3	161.56	4.49	157.07
76320589	6/17/2016	21600021	June Landscape/Irrig Materials:Area 1	341.00	9.47	331.53
76313910	6/17/2016	21600021	June Landscape/Irrig Materials:Area 1	44.71	1.24	43.47
76289729	6/15/2016	21600021	June Landscape/Irrig Materials:Area 1	156.49	4.35	152.14
76236906	6/13/2016	21600021	June Landscape/Irrig Materials:Area 1	35.64	0.99	34.65
76388161	6/21/2016	21600021	June Landscape/Irrig Materials:Area 6	4.34	0.24	4.22
76322496	6/17/2016	21600021	June Landscape/Irrig Materials:Area 8	70.63	3.92	68.67
76309503	6/17/2016	21600021	June Landscape/Irrig Materials:Area 8	57.38	3.18	55.79
76302013	6/16/2016	21600021	June Landscape/Irrig Materials:Area 6	1,847.04	102.62	1,795.73
76237103	6/13/2016	21600021	June Landscape/Irrig Materials:Area 6	1,063.67	59.10	1,034.12
76267586	6/14/2016	21600021	June Landscape/Irrig Materials:Area 8	385.85	21.44	375.13
76282734	6/15/2016	21600021	June Landscape/Irrig Materials:Area 6	453.17	25.18	440.58
76292084	6/15/2016	21600021	June Landscape/Irrig Materials:Area 6	160.95	8.94	156.48
75303391	4/19/2016	21600021	Apr Landscape/Irrig Materials:Area 1	1,063.04	0.00	1,063.04
76174847	6/9/2016	21600021	June Landscape/Irrig Materials:Area 6	63.42	3.52	61.66
76184802	6/9/2016	21600021	June Landscape/Irrig Materials:Area 6	23.90	1.32	23.24
76051056	6/2/2016	21600021	June Landscape/Irrig Materials:Area 6	93.74	5.20	91.14
76059564	6/2/2016	21600021	June Landscape/Irrig Materials:Area 6	368.94	20.50	358.69
76152820	6/8/2016	21600021	June Landscape/Irrig Materials:Area 6	182.36	10.14	177.29
76161025	6/8/2016	21600021	June Landscape/Irrig Materials:Area 6	155.87	8.66	151.54
76037622	6/1/2016	21600021	June Landscape/Irrig Materials:Area 6	191.17	10.62	185.86
76091535	6/3/2016	21600021	June Landscape/Irrig Materials:Area 6	1,280.97	35.58	1,245.39
76162678	6/8/2016	21600021	June Landscape/Irrig Materials:Area 6	1,976.32	54.90	1,921.42
76041656	6/1/2016	21600021	June Landscape/Irrig Materials:Area 9	1,634.13	45.39	1,588.74
Check # 285426 Total:						13,124.12

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/8/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285427 Date 7/8/2016 Sonrise Roofing, Inc.</b>						
127118	7/6/2016		Receipt #127118 Refund C&D Deposit	500.00	0.00	500.00
						Check # 285427 Total: 500.00
<b>Check # 285428 Date 7/8/2016 South Coast Mechanical Inc.</b>						
35621	6/22/2016	21600229	6/19 HVAC Rpr/Maint:Library	998.12	0.00	998.12
						Check # 285428 Total: 998.12
<b>Check # 285429 Date 7/8/2016 Southern California Edison</b>						
2253664536*JN16	6/24/2016		ME 6/23 Electric:Parks	101.08	0.00	101.08
2238670616*JN16	6/23/2016		ME 6/22 Electric:MOSS	25.82	0.00	25.82
2290071687*JN16	6/22/2016		ME 6/21 Electric:MOSS	25.81	0.00	25.81
2219394491*JN16	6/28/2016		ME 6/27 Electric:MOSS	89.39	0.00	89.39
2336460506*JN16	6/28/2016		ME 6/27 Electric:MOSS	26.44	0.00	26.44
2271506362*JN16A	6/30/2016		ME 6/29 Electric:MOSS	23.83	0.00	23.83
2306959040*JN16	6/29/2016		ME 6/28 Electric:Parks	106.17	0.00	106.17
2285525663*JL16	7/2/2016		ME 7/1 Electric:MOSS	28.66	0.00	28.66
2222838567*JL16	7/2/2016		ME 7/1 Electric:MOSS	23.79	0.00	23.79
						Check # 285429 Total: 450.99
<b>Check # 285430 Date 7/8/2016 Steven W. Spillman</b>						
June2016	6/28/2016		June Planning Commission Stipend	100.00	0.00	100.00
						Check # 285430 Total: 100.00
<b>Check # 285431 Date 7/8/2016 Stantec Consulting Services Inc</b>						
1066239	6/24/2016	140276	ME 5/27 Prof Srv:Oso Pkwy Widen	7,908.75	0.00	7,908.75
						Check # 285431 Total: 7,908.75
<b>Check # 285432 Date 7/8/2016 SWA Group</b>						
166359	6/9/2016	21600359	May Civic Core Area Vision Plan Consultant	14,054.81	0.00	14,054.81
166124	5/19/2016	21600359	Apr Civic Core Area Vision Plan Consultant	2,027.79	0.00	2,027.79
						Check # 285432 Total: 16,082.60
<b>Check # 285433 Date 7/8/2016 TRS Construction</b>						
126193	7/6/2016		Receipt #126193 Refund C&D Deposit	500.00	0.00	500.00
						Check # 285433 Total: 500.00
<b>Check # 285434 Date 7/8/2016 ULINE</b>						
78202598	6/30/2016		Misc Supplies:Building	39.88	0.00	39.88
						Check # 285434 Total: 39.88
<b>Check # 285435 Date 7/8/2016 Vinh, Tichakorn</b>						

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/8/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
32199	7/6/2016		Permit #32199 Refund Deposit	100.00	0.00	100.00
						Check # 285435 Total: 100.00
<b>Check # 285436 Date 7/8/2016 Vortex Industries Inc</b>						
09-1041169-1	6/28/2016	21600341	6/28 Preventative Maint:Animal Shelter Steel Door	599.95	0.00	599.95
						Check # 285436 Total: 599.95
<b>Check # 285437 Date 7/8/2016 Voyager Fleet Systems Inc.</b>						
869140178626	6/24/2016		ME 6/24 Gas/Wash/Tax Adj:City Vehicles	5,255.62	0.00	5,255.62
						Check # 285437 Total: 5,255.62
<b>Check # 285438 Date 7/8/2016 Waterline Technologies Inc</b>						
5342501	6/23/2016	21600133	June Pool Chemicals:Marg Aqua	1,882.40	0.00	1,882.40
5342502	6/23/2016	21600133	June Pool Chemicals:Marg Aqua	635.11	0.00	635.11
5342503	6/23/2016	21600133	June Pool Chemicals:Marg Aqua	1,079.90	0.00	1,079.90
5342505	6/23/2016	21600133	June Pool Chemicals:Sierra	910.40	0.00	910.40
5342504	6/23/2016	21600133	June Pool Chemicals:Montanoso	664.60	0.00	664.60
						Check # 285438 Total: 5,172.41
<b>Check # 285439 Date 7/8/2016 Watermarke Properties</b>						
100663	7/6/2016		Receipt #100663 Refund Bond	23,500.00	0.00	23,500.00
116625	7/6/2016		Receipt #116625 Refund Bond	17,600.00	0.00	17,600.00
						Check # 285439 Total: 41,100.00
<b>Check # 285440 Date 7/8/2016 WM Vandergeest Landscape Care Inc</b>						
11223	6/24/2016	21600013	June Landscape Maint:Area 3	4,410.00	0.00	4,410.00
11221	6/21/2016	21600014	June Landscape Maint:Area 10	2,310.00	0.00	2,310.00
11222	6/21/2016	21600014	June Landscape Maint:Area 10	1,564.00	0.00	1,564.00
11228	6/29/2016	21600013	June Landscape Maint:Area 3	3,600.00	0.00	3,600.00
						Check # 285440 Total: 11,884.00
<b>Check # 285441 Date 7/8/2016 Xu, Dianne</b>						
32786	7/6/2016		Permit #32786 Refund Deposit	95.00	0.00	95.00
						Check # 285441 Total: 95.00
<b>Check # 2746 Date 7/8/2016 A.J. Alexander</b>						
06292016	6/29/2016		Inkthemes Membership Reimb	427.00	0.00	427.00
						Check # 2746 Total: 427.00
				TOTAL ALL ACCOUNTS PAYABLE CHECKS		3,525,979.63
7/8/2016 PAYROLL, CK #'S 297-314				INCLUDES DIRECT DEPOSIT AND PAYROLL TAX DEPOSITS		325,669.13
				GRAND TOTAL		<u><u>\$3,851,648.76</u></u>

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/8/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
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I hereby certify and attest that the above listed demands are in accordance with the City's Budget, and, in accordance with Section 37202 of the Government Code, I certify and attest to the accuracy and availability of funds for the payment thereof.



Cheryl Byas  
Director of Administrative Services







# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Cheryl Dyas, Director of Administrative Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Check Register dated July 15, 2016 in the amount of \$2,734,572.32

**Recommended Action**

Ratify the accompanying check register.

**Executive Summary**

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. City Council Policy #300-4 authorizes the Director of Administrative Services to audit the demands prior to payment and calls for such checks to be issued on a weekly basis and the check register for each of the weekly pay cycles to be submitted to the City Council for ratification at the next regular Council meeting.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

**Fiscal Impact:**

**Amount Requested \$**

**Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)**

**Prog/Fund #      Category: Pers. NO Optg. NO Cap. NO -or- CIP#      Fund#**

**Previous Relevant Council Actions for This Item**

**October 22, 1990 – Approved Council policy 300-4**

**February 2, 2004 – Approved the revision of Council policy 300-4**

**Attachments**

Exhibit

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/15/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285442</b>	<b>Date 7/15/2016</b>	<b>Julie Anne Adamo</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	42.00	0.00	42.00
070816	7/8/2016		WE 7/8 Aerobics Fee	42.00	0.00	42.00
				Check # 285442 Total:		84.00
<b>Check # 285443</b>	<b>Date 7/15/2016</b>	<b>Age Well Senior Services Inc.</b>				
0616	6/30/2016	21600102	June Senior Nutrition Program	1,761.83	0.00	1,761.83
				Check # 285443 Total:		1,761.83
<b>Check # 285444</b>	<b>Date 7/15/2016</b>	<b>AICPA</b>				
01619870*16	7/6/2016		YE 7/17 Member Dues:Dyas	255.00	0.00	255.00
				Check # 285444 Total:		255.00
<b>Check # 285445</b>	<b>Date 7/15/2016</b>	<b>Alliant Insurance Services Inc.</b>				
460558	4/29/2016		YE 7/17 Crime Ins Program	3,559.00	0.00	3,559.00
				Check # 285445 Total:		3,559.00
<b>Check # 285446</b>	<b>Date 7/15/2016</b>	<b>America's Heroes First Foundation</b>				
070816	7/1/2016		PE 7/1 EE Contribution	40.00	0.00	40.00
				Check # 285446 Total:		40.00
<b>Check # 285447</b>	<b>Date 7/15/2016</b>	<b>American Guard Services Inc.</b>				
133964	6/30/2016	21600035	6/30 School Crossing Guard Services	17,823.07	0.00	17,823.07
				Check # 285447 Total:		17,823.07
<b>Check # 285448</b>	<b>Date 7/15/2016</b>	<b>Animal Pest Management Services Inc</b>				
161221	6/30/2016	21600016	June Rodent Pest Control:Area 2	1,346.25	0.00	1,346.25
				Check # 285448 Total:		1,346.25
<b>Check # 285449</b>	<b>Date 7/15/2016</b>	<b>ARC</b>				
8715210	7/1/2016		Outside Printing:CIP 838	308.03	0.00	308.03
				Check # 285449 Total:		308.03
<b>Check # 285450</b>	<b>Date 7/15/2016</b>	<b>Michelle Arenal</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	80.00	0.00	80.00
070816	7/8/2016		WE 7/8 Aerobics Fee	80.00	0.00	80.00
				Check # 285450 Total:		160.00
<b>Check # 285451</b>	<b>Date 7/15/2016</b>	<b>Susan Assad</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	108.00	0.00	108.00
070816	7/8/2016		WE 7/8 Aerobics Fee	108.00	0.00	108.00
				Check # 285451 Total:		216.00

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/15/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285452 Date 7/15/2016 Athletes In Motion Sports Television Inc</b>						
2016-MVTV-4	6/24/2016	21600126	MVTV Coaches Corner- Triathlon; Nadadores	2,500.00	0.00	2,500.00
Check # 285452 Total:						2,500.00
<b>Check # 285453 Date 7/15/2016 Baker &amp; Taylor Inc.</b>						
4011621793	6/14/2016	21600033	Assorted Library Books	40.87	0.00	40.87
4011630953	6/15/2016	21600033	Assorted Library Books	99.19	0.00	99.19
4011630954	6/15/2016	21600033	Assorted Library Books	16.04	0.00	16.04
4011630955	6/15/2016	21600033	Assorted Library Books	18.71	0.00	18.71
4011630956	6/15/2016	21600033	Assorted Library Books	254.58	0.00	254.58
4011630957	6/15/2016	21600033	Assorted Library Books	83.58	0.00	83.58
4011630959	6/15/2015	21600033	Assorted Library Books	11.71	0.00	11.71
4011630987	6/15/2016	21600033	Assorted Library Books	12.75	0.00	12.75
4011625409	6/20/2016	21600033	Assorted Library Books	40.33	0.00	40.33
4011634481	6/20/2016	21600033	Assorted Library Books	56.86	0.00	56.86
4011634482	6/20/2016	21600033	Assorted Library Books	26.90	0.00	26.90
4011634483	6/20/2016	21600033	Assorted Library Books	19.27	0.00	19.27
4011634484	6/20/2016	21600033	Assorted Library Books	281.13	0.00	281.13
4011634485	6/20/2016	21600033	Assorted Library Books	124.29	0.00	124.29
4011634487	6/20/2016	21600033	Assorted Library Books	106.93	0.00	106.93
4011634488	6/20/2016	21600033	Assorted Library Books	7.82	0.00	7.82
4011629874	6/21/2016	21600033	Assorted Library Books	202.42	0.00	202.42
4011639374	6/24/2016	21600033	Assorted Library Books	23.52	0.00	23.52
4011639375	6/24/2016	21600033	Assorted Library Books	19.27	0.00	19.27
4011639376	6/24/2016	21600033	Assorted Library Books	74.39	0.00	74.39
4011639377	6/24/2016	21600033	Assorted Library Books	124.03	0.00	124.03
4011639378	6/24/2016	21600033	Assorted Library Books	20.76	0.00	20.76
4011639380	6/24/2016	21600033	Assorted Library Books	49.02	0.00	49.02
4011639381	6/24/2016	21600033	Assorted Library Books	7.82	0.00	7.82
401163982	6/24/2016	21600033	Assorted Library Books	17.45	0.00	17.45
4011634823	6/27/2016	21600033	Assorted Library Books	124.23	0.00	124.23
4011639707	6/28/2016	21600033	Assorted Library Books	141.86	0.00	141.86
Check # 285453 Total:						2,005.73
<b>Check # 285454 Date 7/15/2016 Samuel C. Banis</b>						
063016	6/30/2016		ME 6/30 Karate Commission	680.00	0.00	680.00
Check # 285454 Total:						680.00
<b>Check # 285455 Date 7/15/2016 Bank of the West</b>						
5145JN16*1	6/28/2016		FY 16/17 CCMF Member Dues:Wilberg	400.00	0.00	400.00
5145JN16*2	6/28/2016		8/4 Economic Development Forum:Wilberg	75.00	0.00	75.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
5145JN16*3	6/28/2016		ACCOC Golden Hub of Innovation Trophies	300.00	0.00	300.00
5145JN16*4	6/28/2016		Late Fee	25.00	0.00	25.00
				Check # 285455 Total:		800.00
<b>Check # 285456</b>	<b>Date 7/15/2016</b>	<b>Ben's Asphalt Inc.</b>				
15953	7/6/2016	21600032	June Rpr/Rpl Asphalt:Marguerite	13,026.00	0.00	13,026.00
				Check # 285456 Total:		13,026.00
<b>Check # 285457</b>	<b>Date 7/15/2016</b>	<b>Susan E Benington</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	40.00	0.00	40.00
070816	7/8/2016		WE 7/8 Aerobics Fee	40.00	0.00	40.00
				Check # 285457 Total:		80.00
<b>Check # 285458</b>	<b>Date 7/15/2016</b>	<b>Bonanza Steam Cleaning Inc.</b>				
53	7/1/2016	21600155	June Graffiti Rmv:Various Loc	1,123.00	0.00	1,123.00
52	6/28/2016	21600155	June Graffiti Rmv/Pressure Wash:Various Loc	5,219.00	0.00	5,219.00
				Check # 285458 Total:		6,342.00
<b>Check # 285459</b>	<b>Date 7/15/2016</b>	<b>Mel Branham</b>				
633566	6/29/2016		6/29 Line Dance Inst	80.00	0.00	80.00
634297	7/7/2016		7/6 Line Dance Class	80.00	0.00	80.00
				Check # 285459 Total:		160.00
<b>Check # 285460</b>	<b>Date 7/15/2016</b>	<b>Brinks Inc</b>				
1507282	6/30/2016	21600088	June Courier Services	469.10	0.00	469.10
				Check # 285460 Total:		469.10
<b>Check # 285461</b>	<b>Date 7/15/2016</b>	<b>Michele Brosch</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	38.00	0.00	38.00
070816	7/8/2016		WE 7/8 Aerobics Fee	38.00	0.00	38.00
				Check # 285461 Total:		76.00
<b>Check # 285462</b>	<b>Date 7/15/2016</b>	<b>BSN Sports</b>				
98011997	6/27/2016		Misc Equipment:City Sponsored Events	1,498.44	0.00	1,498.44
				Check # 285462 Total:		1,498.44
<b>Check # 285463</b>	<b>Date 7/15/2016</b>	<b>Wendy Bucknum</b>				
062516	7/5/2016		2WE 6/28 Mileage Reimb Exp	8.69	0.00	8.69
				Check # 285463 Total:		8.69
<b>Check # 285464</b>	<b>Date 7/15/2016</b>	<b>C &amp; D Electric</b>				
83537CA	6/29/2016	21600042	June Electrical Rpr:Via Santiago	2,895.00	0.00	2,895.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
83538CA	6/29/2016	21600042	June Electrical Rpr:Sierra Rec Center	4,980.00	0.00	4,980.00
				Check # 285464	Total:	7,875.00
<b>Check # 285465</b>	<b>Date 7/15/2016</b>	<b>California Joint Powers Insurance Authority</b>				
PRIM01334	5/16/2016		YE 7/17 Gen Liab and Workers Comp Insurance	580,505.00	0.00	580,505.00
				Check # 285465	Total:	580,505.00
<b>Check # 285466</b>	<b>Date 7/15/2016</b>	<b>California Municipal Treasurers Association</b>				
2016-134	6/21/2016		YE 7/17 Member Dues	195.00	0.00	195.00
				Check # 285466	Total:	195.00
<b>Check # 285467</b>	<b>Date 7/15/2016</b>	<b>CalPERS</b>				
070116	7/1/2016		PE 7/16 Post Emp Med Ins Cont	19,583.33	0.00	19,583.33
				Check # 285467	Total:	19,583.33
<b>Check # 285468</b>	<b>Date 7/15/2016</b>	<b>Paul Catsimanes</b>				
062816	6/28/2016		OCSD/Disaster Cost Recovery/Emer Prep Train Reimb	280.56	0.00	280.56
				Check # 285468	Total:	280.56
<b>Check # 285469</b>	<b>Date 7/15/2016</b>	<b>Kit Chapple</b>				
R16-440979	7/7/2016		Animal License Refund L16-138948	20.00	0.00	20.00
				Check # 285469	Total:	20.00
<b>Check # 285470</b>	<b>Date 7/15/2016</b>	<b>Victor Chew</b>				
062316	6/23/2016		Educational Reimbursement	302.99	0.00	302.99
				Check # 285470	Total:	302.99
<b>Check # 285471</b>	<b>Date 7/15/2016</b>	<b>Michael James Cipolla</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	114.00	0.00	114.00
				Check # 285471	Total:	114.00
<b>Check # 285472</b>	<b>Date 7/15/2016</b>	<b>Michael Cipolla</b>				
070816	7/8/2016		WE 7/8 Aerobics Fee	76.00	0.00	76.00
				Check # 285472	Total:	76.00
<b>Check # 285473</b>	<b>Date 7/15/2016</b>	<b>Circuit Jet Sports Inc.</b>				
7516	7/5/2016		7/5 Rpr/Maint:Mule Cart	767.00	0.00	767.00
				Check # 285473	Total:	767.00
<b>Check # 285474</b>	<b>Date 7/15/2016</b>	<b>Clean Energy</b>				
PJI00011555	6/30/2016	21600135	June Fuel Srvc Maint Agree	560.31	0.00	560.31
				Check # 285474	Total:	560.31

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285475 Date 7/15/2016 Clean Energy</b>						
PJI00011554	6/30/2016	21600135	June Fuel Svc Maint Agree	913.36	0.00	913.36
Check # 285475 Total:						913.36
<b>Check # 285476 Date 7/15/2016 County of Orange</b>						
GA16170030021	7/7/2016		FY 16/17 LAFCO Costs	11,131.57	0.00	11,131.57
Check # 285476 Total:						11,131.57
<b>Check # 285477 Date 7/15/2016 County of Orange</b>						
SH 4313	5/18/2016	21600085	May Law Enforcement Services	1,585,601.75	0.00	1,585,601.75
SH 43359	6/21/2016		6/5 Add'l Police:Triathlon	9,656.41	0.00	9,656.41
Check # 285477 Total:						1,595,258.16
<b>Check # 285478 Date 7/15/2016 Cox Communications Inc.</b>						
052988901*JL16	7/1/2016		ME 7/18 Cable:Sierra	243.83	0.00	243.83
052442301*JL16	7/1/2016		ME 7/24 Cable:Marg Tennis	140.67	0.00	140.67
7601048486401*JL16	7/1/2016		ME 7/31 Comm Circuit CH & SD Internet	5,140.06	0.00	5,140.06
Check # 285478 Total:						5,524.56
<b>Check # 285479 Date 7/15/2016 Kelley Crawford</b>						
063016	6/30/2016		WE 6/30 Aerobics Fee	120.00	0.00	120.00
070816	7/8/2016		WE 7/8 Aerobics Fee	40.00	0.00	40.00
Check # 285479 Total:						160.00
<b>Check # 285480 Date 7/15/2016 CSAC Excess Insurance Authority</b>						
17400081	7/1/2016		July-Sept Emp Assist Program	1,311.09	0.00	1,311.09
Check # 285480 Total:						1,311.09
<b>Check # 285481 Date 7/15/2016 Candis Davis</b>						
633724	6/30/2016		6/30 Ballroom Dance Inst	28.00	0.00	28.00
634402	7/7/2016		7/7 Ballroom Dance Class	64.00	0.00	64.00
Check # 285481 Total:						92.00
<b>Check # 285482 Date 7/15/2016 Delta Dental of California</b>						
BE001689461	7/1/2016		July Dental Insur Premium	2,051.40	0.00	2,051.40
Check # 285482 Total:						2,051.40
<b>Check # 285483 Date 7/15/2016 Department of Justice</b>						
174883	6/30/2016		June Fingerprint Filing Fee	320.00	0.00	320.00
Check # 285483 Total:						320.00
<b>Check # 285484 Date 7/15/2016 Discovery Science Center</b>						
DSOC/IV/4-15/000390	6/30/2016	21600119	6/30 Eco Challenge Program	3,319.32	0.00	3,319.32

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285484 Total:		3,319.32
<b>Check # 285485</b>	<b>Date 7/15/2016</b>	<b>DM Color Express Inc</b>				
0576395-IN	7/1/2016		Misc Plants:4th of July Event	1,890.00	0.00	1,890.00
				Check # 285485 Total:		1,890.00
<b>Check # 285486</b>	<b>Date 7/15/2016</b>	<b>El Toro Water District</b>				
062416A	6/24/2016		ME 6/24 Water:MOSS	6,638.05	0.00	6,638.05
				Check # 285486 Total:		6,638.05
<b>Check # 285487</b>	<b>Date 7/15/2016</b>	<b>El Toro Water District</b>				
062416	6/24/2016		ME 6/23 Water:Parks	3,806.13	0.00	3,806.13
				Check # 285487 Total:		3,806.13
<b>Check # 285488</b>	<b>Date 7/15/2016</b>	<b>Ilknur Erbas-White</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	38.00	0.00	38.00
063016a	6/30/2016		WE 6/30 Aerobics Fee	114.00	0.00	114.00
070816	7/8/2016		WE 7/8 Aerobics Fee	114.00	0.00	114.00
				Check # 285488 Total:		266.00
<b>Check # 285489</b>	<b>Date 7/15/2016</b>	<b>Executive Paper &amp; Imaging</b>				
18359	7/1/2016		(1)Cs Receipt Rolls:Marg Tennis	177.66	0.00	177.66
18358	7/1/2016		(1)Cs Receipt Rolls:Rec Centers	177.66	0.00	177.66
				Check # 285489 Total:		355.32
<b>Check # 285490</b>	<b>Date 7/15/2016</b>	<b>Suzy Galaz</b>				
070816	7/8/2016		WE 7/8 Aerobics Fee	220.00	0.00	220.00
				Check # 285490 Total:		220.00
<b>Check # 285491</b>	<b>Date 7/15/2016</b>	<b>The Gas Company</b>				
0969597040*JL16	7/7/2016		ME 7/1 Natural Gas:City Vehicles	20.95	0.00	20.95
05297044595*JL16	7/7/2016		ME 7/1 Natural Gas:City Vehicles	432.15	0.00	432.15
				Check # 285491 Total:		453.10
<b>Check # 285492</b>	<b>Date 7/15/2016</b>	<b>Marlene D. Gerloff</b>				
4138	7/8/2016		Wonderful Watercolors 6/1-7/6	1,280.00	0.00	1,280.00
				Check # 285492 Total:		1,280.00
<b>Check # 285493</b>	<b>Date 7/15/2016</b>	<b>Government Finance Officers Association</b>				
0112004*17	6/7/2016		YE 7/17 Member Dues	790.00	0.00	790.00
				Check # 285493 Total:		790.00
<b>Check # 285494</b>	<b>Date 7/15/2016</b>	<b>Graham Company</b>				
34007	6/30/2016	21600323	6/30 Rpr/Maint:City Hall	2,862.00	0.00	2,862.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285494 Total:		2,862.00
<b>Check # 285495</b>	<b>Date 7/15/2016</b>	<b>Green Angels Private Security</b>				
4555	6/17/2016	21600115	6/25 Security Guard:NPMCSC	96.00	0.00	96.00
4554	6/17/2016	21600115	6/24 Security Guard:NPMCSC	64.00	0.00	64.00
4553	6/17/2016	21600115	6/18 Security Guard:NPMCSC	96.00	0.00	96.00
4552	6/17/2016	21600115	6/17 Security Guard:NPMCSC	80.00	0.00	80.00
4551	6/17/2016	21600115	6/17 Security Guard:NPMCSC	80.00	0.00	80.00
4542	6/4/2016	21600115	6/11 Security Guard:NPMCSC	160.00	0.00	160.00
4541	6/4/2016	21600115	6/10 Security Guard:NPMCSC	288.00	0.00	288.00
4540	6/4/2016	21600115	6/3 Security Guard:NPMCSC	80.00	0.00	80.00
				Check # 285495 Total:		944.00
<b>Check # 285496</b>	<b>Date 7/15/2016</b>	<b>Lisa Ann Groves</b>				
070816	7/8/2016		WE 7/8 Aerobics Fee	46.00	0.00	46.00
				Check # 285496 Total:		46.00
<b>Check # 285497</b>	<b>Date 7/15/2016</b>	<b>Craig Buddy Hammon</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	76.00	0.00	76.00
070816	7/8/2016		WE 7/8 Aerobics Fee	38.00	0.00	38.00
070816a	7/8/2016		WE 7/8 Aerobics Fee	76.00	0.00	76.00
				Check # 285497 Total:		190.00
<b>Check # 285498</b>	<b>Date 7/15/2016</b>	<b>Home Depot</b>				
2421889	7/5/2016		Misc Supplies:Fountains at NPMCSC	151.14	0.00	151.14
1431472	7/6/2016		Misc Supplies:Area 10	219.08	0.00	219.08
6431450	7/1/2016		Misc Supplies:4th of July Event	127.08	0.00	127.08
7421864	6/30/2016		Misc Supplies:Street Faire	158.62	0.00	158.62
				Check # 285498 Total:		655.92
<b>Check # 285499</b>	<b>Date 7/15/2016</b>	<b>Wendy Jameson</b>				
063016	6/30/2016		Biggest Transformer Comm	240.00	0.00	240.00
				Check # 285499 Total:		240.00
<b>Check # 285500</b>	<b>Date 7/15/2016</b>	<b>Jamey Clark Inc</b>				
67982	7/1/2016	21600092	June Rpr/Maint:Melinda Park	93.75	0.00	93.75
67978	7/1/2016	21600092	June Rpr/Maint:Library/City Hall Fountain	582.75	0.00	582.75
67973	6/30/2016	21600093	June Park Inspections	13,750.00	0.00	13,750.00
				Check # 285500 Total:		14,426.50
<b>Check # 285501</b>	<b>Date 7/15/2016</b>	<b>Johns Bridge Club</b>				
634666	7/11/2016		7/11 Duplicate Bridge Inst	274.40	0.00	274.40
				Check # 285501 Total:		274.40



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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285502</b>	<b>Date 7/15/2016</b>	<b>Johnson-Frank &amp; Associates Inc</b>				
MV201601	7/1/2016		7/1 Plan Check Services	2,000.00	0.00	2,000.00
				Check # 285502 Total:		2,000.00
<b>Check # 285503</b>	<b>Date 7/15/2016</b>	<b>Carol Jean King</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	72.00	0.00	72.00
				Check # 285503 Total:		72.00
<b>Check # 285504</b>	<b>Date 7/15/2016</b>	<b>LaBell Exchange</b>				
466607072016	7/7/2016		July Answering Srvcs City Hall	142.70	0.00	142.70
				Check # 285504 Total:		142.70
<b>Check # 285505</b>	<b>Date 7/15/2016</b>	<b>Jeannine E. Lattime</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	114.00	0.00	114.00
070816	7/8/2016		WE 7/8 Aerobics Fee	76.00	0.00	76.00
				Check # 285505 Total:		190.00
<b>Check # 285506</b>	<b>Date 7/15/2016</b>	<b>Liebert Cassidy Whitmore</b>				
070716	7/7/2016		7/27 Webinar Reg:Goetz	60.00	0.00	60.00
				Check # 285506 Total:		60.00
<b>Check # 285507</b>	<b>Date 7/15/2016</b>	<b>Lindy Office Products</b>				
338888-0	6/30/2015	21600009	June City Hall Kitchen/Coffee Suppl	224.36	0.00	224.36
338889-0	6/30/2015	21600009	June City Hall Kitchen/Coffee Suppl	130.84	0.00	130.84
338778-0	6/30/2015	21600009	June City Hall Kitchen/Coffee Suppl	27.00	0.00	27.00
338887-0	6/30/2016		June Coffee/Kitchen Suppl:Library	71.47	0.00	71.47
334478-0	6/6/2016		June Coffee/Kitchen Suppl:Library	45.67	0.00	45.67
338886	6/30/2016		June Coffee Supplies:NPMCSC	284.48	0.00	284.48
335456-0	6/8/2016		June Janitorial Supplies:Library	332.64	0.00	332.64
				Check # 285507 Total:		1,116.46
<b>Check # 285508</b>	<b>Date 7/15/2016</b>	<b>Linen X Press</b>				
296365	6/28/2016		Linen Drycleaning:NPM & City Events	128.49	0.00	128.49
				Check # 285508 Total:		128.49
<b>Check # 285509</b>	<b>Date 7/15/2016</b>	<b>Kristan Litz</b>				
R16-440630	7/2/2016		Animal License Refund L16-134723	20.00	0.00	20.00
				Check # 285509 Total:		20.00
<b>Check # 285510</b>	<b>Date 7/15/2016</b>	<b>David L Malone CoachDave</b>				
063016	6/30/2016		ME 6/30 Coach Dave Swim	544.00	0.00	544.00
				Check # 285510 Total:		544.00
<b>Check # 285511</b>	<b>Date 7/15/2016</b>	<b>Master Protection Services</b>				

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
3888	6/30/2016	21600027	2WE 6/30 Security Officer Services:Library	1,012.50	0.00	1,012.50
				Check # 285511 Total		1,012.50
<b>Check # 285512 Date 7/15/2016 Merchants Landscape Services Inc</b>						
48046	6/30/2016	21600068	June Landscape Maint:Area 8	360.00	0.00	360.00
48045	6/30/2016	21600068	June Landscape Maint:Area 8	6,900.00	0.00	6,900.00
48044	6/30/2016	21600050	June Landscape Maint:Area 7	6,240.00	0.00	6,240.00
				Check # 285512 Total:		13,500.00
<b>Check # 285513 Date 7/15/2016 Paula Monical</b>						
120616	7/6/2016		12/6 SCAT Appreciation Luncheon Reimb	137.60	0.00	137.60
				Check # 285513 Total:		137.60
<b>Check # 285514 Date 7/15/2016 Marisa Montoya Marken</b>						
063016	6/30/2016		WE 6/30 Aerobics Fee	36.00	0.00	36.00
				Check # 285514 Total:		36.00
<b>Check # 285515 Date 7/15/2016 Moulton Niguel Water</b>						
063016	6/30/2016		ME 6/28 Water:Parks	11,211.82	0.00	11,211.82
063016A	6/30/2016		ME 6/28 Water:MOSS	12,907.79	0.00	12,907.79
				Check # 285515 Total:		24,119.61
<b>Check # 285516 Date 7/15/2016 Moulton Niguel Water</b>						
62342*JN16	6/21/2016		ME 6/14 Water:Montanoso	75.66	0.00	75.66
62341*JN16	6/30/2016		ME 6/14 Water:Montanoso	664.89	0.00	664.89
62279*JN16	6/30/2016		ME 6/14 Water:Sierra	522.32	0.00	522.32
				Check # 285516 Total:		1,262.87
<b>Check # 285517 Date 7/15/2016 National Data &amp; Surveying Services</b>						
16-1151	6/24/2016	21600316	6/24 2016 Arterial ADT Counts	220.00	0.00	220.00
				Check # 285517 Total:		220.00
<b>Check # 285518 Date 7/15/2016 On Target</b>						
RH16134-B	7/12/2016	21600331	Montanoso Camera Cabling	6,413.10	0.00	6,413.10
				Check # 285518 Total:		6,413.10
<b>Check # 285519 Date 7/15/2016 PC Mall Gov Inc.</b>						
S97160900101	7/5/2016		(3)Datacard Color Ribbon	247.86	0.00	247.86
				Check # 285519 Total:		247.86
<b>Check # 285520 Date 7/15/2016 Petra Geosciences Inc.</b>						
72764	12/31/2015	21600201	PE 12/31 Geotech Srvs:Residential Slurry Seal	12,275.50	0.00	12,275.50

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285520 Total:		12,275.50
<b>Check # 285521</b>	<b>Date 7/15/2016</b>	<b>Pitney Bowes Inc.</b>				
1000905928	6/16/2016		3ME 6/30 Postage Meter Rental	184.68	0.00	184.68
				Check # 285521 Total:		184.68
<b>Check # 285522</b>	<b>Date 7/15/2016</b>	<b>Play Well TEKologies</b>				
4278	7/12/2016		Lego AM 6/27-7/1	2,450.00	0.00	2,450.00
4279	7/12/2016		Lego PM 6/27-7/1	1,102.50	0.00	1,102.50
				Check # 285522 Total:		3,552.50
<b>Check # 285523</b>	<b>Date 7/15/2016</b>	<b>Joseph L Pollard IV</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	160.00	0.00	160.00
070816	7/8/2016		WE 7/8 Aerobics Fee	120.00	0.00	120.00
				Check # 285523 Total:		280.00
<b>Check # 285524</b>	<b>Date 7/15/2016</b>	<b>Post Alarm Systems</b>				
879405	6/6/2016		July Fire Monitoring:Montanoso	39.95	0.00	39.95
882855	6/6/2016		YE 6/17 Alarm Monitoring:Sierra	467.40	0.00	467.40
882831	6/6/2016		YE 6/17 Alarm Monitoring:Felipe	443.40	0.00	443.40
				Check # 285524 Total:		950.75
<b>Check # 285525</b>	<b>Date 7/15/2016</b>	<b>Preferred Benefit Insurance</b>				
EIA17835	7/1/2016		July Dental Insur Premium	8,714.70	0.00	8,714.70
				Check # 285525 Total:		8,714.70
<b>Check # 285526</b>	<b>Date 7/15/2016</b>	<b>R &amp; R Industries Inc.</b>				
498404	6/17/2016		Summer Camp Tee Shirts:Montanoso	327.14	0.00	327.14
499085	6/28/2016		(169)Staff Shirts	2,995.06	0.00	2,995.06
				Check # 285526 Total:		3,322.20
<b>Check # 285527</b>	<b>Date 7/15/2016</b>	<b>RD Systems Inc</b>				
29790	6/22/2016	21600329	Labor & Materials for Building Entry System	89,663.24	0.00	89,663.24
				Check # 285527 Total:		89,663.24
<b>Check # 285528</b>	<b>Date 7/15/2016</b>	<b>Resilient Communications Inc.</b>				
801555	7/7/2016		6ME 2/17 Cisco SmartNet Renewal	1,788.40	0.00	1,788.40
				Check # 285528 Total:		1,788.40
<b>Check # 285529</b>	<b>Date 7/15/2016</b>	<b>Resource Building Material</b>				
1969301	7/1/2016		Purch Rubble/Boulder:Oso Trailhead	2,602.20	0.00	2,602.20
				Check # 285529 Total:		2,602.20
<b>Check # 285530</b>	<b>Date 7/15/2016</b>	<b>RCS Safety LLC</b>				

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
A135539	7/5/2016		Traffic Equipment Rental:4th of July Event	1,700.00	0.00	1,700.00
				Check # 285530 Total:		1,700.00
<b>Check # 285531 Date 7/15/2016 San Diego Gas &amp; Electric</b>						
22991567843*JL16	7/7/2016		ME 7/5 Electric:Parks	8.19	0.00	8.19
54171768891*JL16	7/7/2016		ME 7/5 Electric:Parks	15.13	0.00	15.13
39788521791*JL16	7/6/2016		ME 7/4 Electric:MOSS	49.19	0.00	49.19
48087447962*JL16	7/8/2016		ME 7/6 Electric:Parks	21.63	0.00	21.63
14539196714*JL16	7/7/2016		ME 7/5 Electric:MOSS	44.74	0.00	44.74
38311902254*JL16	7/7/2016		ME 7/5 Electric:MOSS	8.22	0.00	8.22
38485791566*JL16	7/7/2016		ME 7/5 Electric:MOSS	8.41	0.00	8.41
42617953623*JL16	7/7/2016		ME 7/5 Electric:MOSS	22.36	0.00	22.36
44958957403*JL16	7/7/2016		ME 7/5 Electric:MOSS	8.22	0.00	8.22
71412700434*JL16	7/7/2016		ME 7/5 Electric:MOSS	30.64	0.00	30.64
72796010234*JL16	7/7/2016		ME 7/5 Electric:MOSS	9.84	0.00	9.84
93200094424*JL16	7/7/2016		ME 7/5 Electric:MOSS	10.25	0.00	10.25
82759276078*JL16	7/8/2016		ME 7/6 Electric:MOSS	8.83	0.00	8.83
13465326717*JL16	7/8/2016		ME 7/6 Electric:MOSS	10.35	0.00	10.35
				Check # 285531 Total:		256.00
<b>Check # 285532 Date 7/15/2016 Sanders Paving Inc</b>						
7532.1	6/21/2016	21600053	June Rpr/Rpl Asphalt:Marguerite & Calixto	6,424.00	0.00	6,424.00
7532	6/21/2016	21600053	June Rpr/Rpl Asphalt:Marguerite & Via Flores	6,424.00	0.00	6,424.00
				Check # 285532 Total:		12,848.00
<b>Check # 285533 Date 7/15/2016 Santa Margarita Water District</b>						
063016	6/30/2016		ME 6/29 Water:Parks	37,029.37	0.00	37,029.37
063016A	6/30/2016		ME 6/29 Water:MOSS	23,629.63	0.00	23,629.63
176520151965*JL16	6/30/2016		ME 6/29 Water:NPMCSO	149.84	0.00	149.84
				Check # 285533 Total:		60,808.84
<b>Check # 285534 Date 7/15/2016 April D. Sayegh</b>						
54	7/1/2016		Summer Theatre Camp Scripts Reimbursement	1,228.79	0.00	1,228.79
				Check # 285534 Total:		1,228.79
<b>Check # 285535 Date 7/15/2016 Secure Live Scan</b>						
04108	6/30/2016		June Fingerprint Rolling Fee	20.00	0.00	20.00
04091	6/30/2016		June Fingerprint Filing Fee	120.00	0.00	120.00
04047	6/30/2016		June Fingerprint Filing Fee	20.00	0.00	20.00
				Check # 285535 Total:		160.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285536</b>	<b>Date 7/15/2016</b>	<b>Shakespeare by the Sea</b>				
04.563SBTS	6/27/2016	21700014	Theatrical Performances	3,000.00	0.00	3,000.00
				Check # 285536 Total:		3,000.00
<b>Check # 285537</b>	<b>Date 7/15/2016</b>	<b>Sheri Corlett Custodian Petty Cash</b>				
063016	6/30/2016		2ME 6/30 Petty Cash Reimb	298.68	0.00	298.68
				Check # 285537 Total:		298.68
<b>Check # 285538</b>	<b>Date 7/15/2016</b>	<b>Sherry Merrifield Custodian Petty Cash</b>				
062816*1	6/28/2016		ME 6/28 Petty Cash Reimb	75.50	0.00	75.50
062816*2	6/28/2016		ME 6/28 Petty Cash Reimb	60.00	0.00	60.00
062816*3	6/28/2016		ME 6/28 Petty Cash Reimb	12.00	0.00	12.00
062816*4	6/28/2016		ME 6/28 Petty Cash Reimb	18.35	0.00	18.35
062816*5	6/28/2016		ME 6/28 Petty Cash Reimb	29.00	0.00	29.00
062816*6	6/28/2016		ME 6/28 Petty Cash Reimb	24.81	0.00	24.81
062816*7	6/28/2016		ME 6/28 Petty Cash Reimb	7.56	0.00	7.56
062816*8	6/28/2016		ME 6/28 Petty Cash Reimb	58.87	0.00	58.87
062816*9	6/28/2016		ME 6/28 Petty Cash Reimb	22.00	0.00	22.00
062816*10	6/28/2016		ME 6/28 Petty Cash Reimb	38.45	0.00	38.45
				Check # 285538 Total:		346.54
<b>Check # 285539</b>	<b>Date 7/15/2016</b>	<b>SiteOne Landscape Supply. LLC</b>				
76138655	6/7/2016	21600021	June Landscape/Irrig Materials:Area 6	243.19	6.76	236.43
				Check # 285539 Total:		236.43
<b>Check # 285540</b>	<b>Date 7/15/2016</b>	<b>SoftwareOne Inc</b>				
US-PSI-500985	7/7/2016		Data Backup Pro License	38.25	0.00	38.25
US-PSI-501155	7/8/2016	21700002	YE 6/17 Accellion File Sharing Renewal	4,132.62	0.00	4,132.62
				Check # 285540 Total:		4,170.87
<b>Check # 285541</b>	<b>Date 7/15/2016</b>	<b>SOCTV Productions</b>				
2075	6/30/2016	21600127	MVTV News- Olympic Divers; Water Safety	3,000.00	0.00	3,000.00
				Check # 285541 Total:		3,000.00
<b>Check # 285542</b>	<b>Date 7/15/2016</b>	<b>So CA Public Labor Relations Council</b>				
070116	7/1/2016		YE 7/17 Member Dues:Goetz	150.00	0.00	150.00
				Check # 285542 Total:		150.00
<b>Check # 285543</b>	<b>Date 7/15/2016</b>	<b>Southern California Edison</b>				
2040272304*JL16	7/7/2016		ME 7/6 Electric:Melinda House	30.50	0.00	30.50
2183658491*JL16	7/7/2016		ME 7/6 Electric:Parks	24.44	0.00	24.44
2350787461*JL16	7/7/2016		ME 7/6 Electric:MOSS	24.44	0.00	24.44
2014157077*JL16	7/8/2016		ME 7/6 Water:Parks	5,134.49	0.00	5,134.49

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
2232475517*JL16	7/8/2016		ME 7/1 Electric:Street Lights	47,543.06	0.00	47,543.06
				Check # 285543 Total:		52,756.93
<b>Check # 285544 Date 7/15/2016 Staples Advantage</b>						
8039896338	6/30/2016		June Office Supplies & Equipment:NPMCSC	1,180.17	0.00	1,180.17
3306787409	6/30/2016		June Office Supplies:Library	55.02	0.00	55.02
3306787410	6/30/2016		June Office Supplies:Library	285.58	0.00	285.58
3306787416	6/30/2016		June Office Supplies:Library	31.38	0.00	31.38
3306787417	6/30/2016		June Office Supplies:Library	34.77	0.00	34.77
3306787411	6/30/2016		(12)Folding Tables:Library	570.24	0.00	570.24
3306787415	6/30/2016		(2)Folding tables:Library	95.04	0.00	95.04
3306787413	6/30/2016		Credit:Returned Tables	(95.04)	0.00	(95.04)
8039896330	6/30/2016		June Office Supplies	453.34	0.00	453.34
				Check # 285544 Total:		2,610.50
<b>Check # 285545 Date 7/15/2016 Maria Cristina Stiefel</b>						
070116	6/29/2016		WE 7/1 Arthritis Class Inst	160.00	0.00	160.00
070816	7/8/2016		WE 7/8 Arthritis Exercise Inst	160.00	0.00	160.00
				Check # 285545 Total:		320.00
<b>Check # 285546 Date 7/15/2016 Melisa Ann Stoner</b>						
063016	6/30/2016		WE 6/30 Aerobics Fee	160.00	0.00	160.00
063016a	6/30/2016		WE 6/30 Aerobics Fee	160.00	0.00	160.00
070816	7/8/2016		WE 7/8 Aerobics Fee	280.00	0.00	280.00
				Check # 285546 Total:		600.00
<b>Check # 285547 Date 7/15/2016 Sunset Property Services</b>						
106413	6/30/2016	21600038	June Monthly Street Sweep	28,736.41	0.00	28,736.41
				Check # 285547 Total:		28,736.41
<b>Check # 285548 Date 7/15/2016 Tangram</b>						
528289	7/5/2016		(3)Office Chairs:IT	2,869.64	0.00	2,869.64
				Check # 285548 Total:		2,869.64
<b>Check # 285549 Date 7/15/2016 Team One Management</b>						
61-X	6/29/2016		6/25 NPMCSC Event Clean Up	100.00	0.00	100.00
				Check # 285549 Total:		100.00
<b>Check # 285550 Date 7/15/2016 Telarus, Inc</b>						
2441	7/7/2016		YE 7/17 VXTracker Annual Maintenance	800.00	0.00	800.00
				Check # 285550 Total:		800.00
<b>Check # 285551 Date 7/15/2016 The Tennis Key</b>						

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
063016	6/30/2016		Summer Camp Commission	691.60	0.00	691.60
				Check # 285551	Total:	691.60
<b>Check # 285552</b>	<b>Date 7/15/2016</b>	<b>Tuff Shed, Inc.</b>				
1038726	7/12/2016	21600352	Shed for Bocce Ball Courts	3,267.02	0.00	3,267.02
				Check # 285552	Total:	3,267.02
<b>Check # 285553</b>	<b>Date 7/15/2016</b>	<b>U.S. Healthworks Medical Group, P.C.</b>				
2941677-CA	7/1/2016		June Pre-Employment Physicals	140.00	0.00	140.00
2937878-CA	6/24/2016		June Pre-Employment Physicals	85.00	0.00	85.00
				Check # 285553	Total:	225.00
<b>Check # 285554</b>	<b>Date 7/15/2016</b>	<b>Underground Service Alert of Southern CA</b>				
620160458	7/1/2016		June Service Alert Dues	213.00	0.00	213.00
				Check # 285554	Total:	213.00
<b>Check # 285555</b>	<b>Date 7/15/2016</b>	<b>Verizon Wireless</b>				
9766079028	5/25/2016		ME 5/25 iPad Data & Mifi	597.53	0.00	597.53
9766079030	5/25/2016		ME 5/25 Text a Tip Phones	268.85	0.00	268.85
9767715978	6/25/2016		ME 6/25 Wireless Cards	342.40	0.00	342.40
				Check # 285555	Total:	1,208.78
<b>Check # 285556</b>	<b>Date 7/15/2016</b>	<b>Vision Service Plan - (CA)</b>				
070116	7/1/2016		July Vision Insur Premium	3,440.81	0.00	3,440.81
				Check # 285556	Total:	3,440.81
<b>Check # 285557</b>	<b>Date 7/15/2016</b>	<b>Waxie</b>				
76074375	7/6/2016		July Janitorial Supplies:Parks	252.72	0.00	252.72
				Check # 285557	Total:	252.72
<b>Check # 285558</b>	<b>Date 7/15/2016</b>	<b>WellDyne RxWest Inc</b>				
SLS302201	6/30/2016	21600034	6/30 Sharps Disposal by Mail	23.57	0.00	23.57
				Check # 285558	Total:	23.57
<b>Check # 285559</b>	<b>Date 7/15/2016</b>	<b>WhentoWork Inc</b>				
69162014-100-12-16	7/8/2016		YE 8/17 WhentoWork Online Scheduling Renewal	440.00	0.00	440.00
				Check # 285559	Total:	440.00
<b>Check # 285560</b>	<b>Date 7/15/2016</b>	<b>Joan Frye Williams</b>				
160615	6/3/2016	21600174	ME 6/15 Consulting Services	13,000.00	0.00	13,000.00
				Check # 285560	Total:	13,000.00
<b>Check # 285561</b>	<b>Date 7/15/2016</b>	<b>Eric Winter</b>				

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5329	6/14/2016	21600039	Cablecasting Council Meeting 6/14/16	1,058.00	0.00	1,058.00
5330	6/28/2016	21600039	Cablecasting Council Meeting 6/28/16	1,058.00	0.00	1,058.00
3488	6/30/2016	21600040	MVTV Coordinator, June 2016	1,966.50	0.00	1,966.50
2615	6/22/2016	21600142	MVTV SportsZone; Episodes 31, 32	2,300.00	0.00	2,300.00
Check # 285561 Total:						6,382.50

**Check # 285562 Date 7/15/2016 Wendy Woerz**

063016	6/30/2016		WE 6/30 Aerobics Fee	80.00	0.00	80.00
070816	7/8/2016		WE 7/8 Aerobics Fee	80.00	0.00	80.00
Check # 285562 Total:						160.00

**Check # 285563 Date 7/15/2016 Xerox Corporation**

085321051	7/2/2016	21600006	5/25-6/30 Copy Charges:Library	11.69	0.00	11.69
085253783	7/1/2016	21600043	6/1-6/30 Copy Charges:Corp Yard	352.82	0.00	352.82
085253787	7/1/2016	21600103	6/1-6/30 Copy Charges:NPMCSC	1,344.15	0.00	1,344.15
085356256	7/7/2016	21600096	4/30-6/30 Copy Charges:NPMCSC	111.89	0.00	111.89
085253714	7/1/2016	21600061	June Copy Charges:Mail Room	244.10	0.00	244.10
085253710	7/1/2016	21600058	June Copy Charges:City Manager	973.27	0.00	973.27
085253708	7/1/2016	21600057	June Copy Charges:Public Works	920.71	0.00	920.71
085253713	7/1/2016	21600059	June Copy Charges:Admin Services	784.79	0.00	784.79
085253716	7/1/2016	21600060	June Copy Charges:HR	619.00	0.00	619.00
085253712	7/1/2016	21600007	5/21-6/30 Copy Charges:Library	554.89	0.00	554.89
Check # 285563 Total:						5,917.31

**Check # 285564 Date 7/15/2016 Jane Zeiger**

063016	6/30/2016		WE 6/30 Aerobics Fee	38.00	0.00	38.00
070816	7/8/2016		WE 7/8 Aerobics Fee	38.00	0.00	38.00
Check # 285564 Total:						76.00

**Check # 2747 Date 7/15/2016 Randy Allison**

2016-07	7/1/2016		July Medical Insurance Premium	291.65	0.00	291.65
Check # 2747 Total:						291.65

**Check # 2748 Date 7/15/2016 Claudia Anderson**

2016-07	7/1/2016		July Medical Insurance Premium	247.63	0.00	247.63
Check # 2748 Total:						247.63

**Check # 2749 Date 7/15/2016 Gia A Anderson**

070816	7/8/2016		WE 7/8 Aerobics Fee	80.00	0.00	80.00
Check # 2749 Total:						80.00

**Check # 2750 Date 7/15/2016 Robert M Barry**

2016-07	7/1/2016		July Medical Insurance Premium	747.98	0.00	747.98
Check # 2750 Total:						747.98



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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 2751</b>	<b>Date 7/15/2016</b>	<b>Renee Beach</b>				
2016-07	7/1/2016		July Medical Insurance Premium	608.07	0.00	608.07
				Check # 2751 Total:		608.07
<b>Check # 2752</b>	<b>Date 7/15/2016</b>	<b>Steve Bell</b>				
2016-07	7/1/2016		July Medical Insurance Premium	608.07	0.00	608.07
				Check # 2752 Total:		608.07
<b>Check # 2753</b>	<b>Date 7/15/2016</b>	<b>Louise A. Bethell</b>				
2016-07	7/1/2016		July Medical Insurance Premium	289.29	0.00	289.29
				Check # 2753 Total:		289.29
<b>Check # 2754</b>	<b>Date 7/15/2016</b>	<b>Irwin B. Bornstein</b>				
2016-07	7/1/2016		July Medical Insurance Premium	624.24	0.00	624.24
				Check # 2754 Total:		624.24
<b>Check # 2755</b>	<b>Date 7/15/2016</b>	<b>David Cendejas</b>				
2016-07	7/1/2016		July Medical Insurance Premium	577.74	0.00	577.74
				Check # 2755 Total:		577.74
<b>Check # 2756</b>	<b>Date 7/15/2016</b>	<b>Norma L. Chakrabarty</b>				
2016-07	7/1/2016		July Medical Insurance Premium	516.51	0.00	516.51
				Check # 2756 Total:		516.51
<b>Check # 2757</b>	<b>Date 7/15/2016</b>	<b>Virginia Nonaca Chavez</b>				
2016-07	7/1/2016		July Medical Insurance Premium	196.84	0.00	196.84
				Check # 2757 Total:		196.84
<b>Check # 2758</b>	<b>Date 7/15/2016</b>	<b>City of Mission Viejo Benefit Trust</b>				
070816	7/1/2016		PE 7/1 PR Contribution	4,214.12	0.00	4,214.12
				Check # 2758 Total:		4,214.12
<b>Check # 2759</b>	<b>Date 7/15/2016</b>	<b>Ranjan Dani</b>				
2016-07	7/1/2016		July Medical Insurance Premium	564.96	0.00	564.96
				Check # 2759 Total:		564.96
<b>Check # 2760</b>	<b>Date 7/15/2016</b>	<b>Barbara Dice</b>				
2016-07	7/1/2016		July Medical Insurance Premium	523.21	0.00	523.21
				Check # 2760 Total:		523.21
<b>Check # 2761</b>	<b>Date 7/15/2016</b>	<b>Eddie Christian Dinneen</b>				
2016-07	7/1/2016		July Medical Insurance Premium	289.29	0.00	289.29
				Check # 2761 Total:		289.29

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<b>Check # 2762 Date 7/15/2016 Michael Kelly Doyle</b>						
2016-07	7/1/2016		July Medical Insurance Premium	625.26	0.00	625.26
						Check # 2762 Total: 625.26
<b>Check # 2763 Date 7/15/2016 Janet Fellenzer</b>						
2016-07	7/1/2016		July Medical Insurance Premium	514.48	0.00	514.48
						Check # 2763 Total: 514.48
<b>Check # 2764 Date 7/15/2016 Irma Garcia</b>						
2016-07	7/1/2016		July Medical Insurance Premium	247.63	0.00	247.63
						Check # 2764 Total: 247.63
<b>Check # 2765 Date 7/15/2016 Donna Gowen-Moon</b>						
063016	6/30/2016		WE 6/30 Aerobics Fee	114.00	0.00	114.00
063016a	6/30/2016		WE 6/30 Aerobics Fee	76.00	0.00	76.00
070816	7/8/2016		WE 7/8 Aerobics Fee	152.00	0.00	152.00
						Check # 2765 Total: 342.00
<b>Check # 2766 Date 7/15/2016 Donna Haskill</b>						
2016-07	7/1/2016		July Medical Insurance Premium	523.21	0.00	523.21
						Check # 2766 Total: 523.21
<b>Check # 2767 Date 7/15/2016 Nancy Herrmann</b>						
2016-07	7/1/2016		July Medical Insurance Premium	247.63	0.00	247.63
						Check # 2767 Total: 247.63
<b>Check # 2768 Date 7/15/2016 Therese J. Hone</b>						
2016-07	7/1/2016		July Medical Insurance Premium	289.29	0.00	289.29
						Check # 2768 Total: 289.29
<b>Check # 2769 Date 7/15/2016 Alice Hutter</b>						
2016-07	7/1/2016		July Medical Insurance Premium	624.88	0.00	624.88
						Check # 2769 Total: 624.88
<b>Check # 2770 Date 7/15/2016 Barbara Idstein</b>						
2016-07	7/1/2016		July Medical Insurance Premium	614.01	0.00	614.01
						Check # 2770 Total: 614.01
<b>Check # 2771 Date 7/15/2016 Ashley Nacole Johnson</b>						
063016	6/30/2016		WE 6/30 Aerobics Fee	225.00	0.00	225.00
063016a	6/30/2016		WE 6/30 Aerobics Fee	360.00	0.00	360.00
070816	7/8/2016		WE 7/8 Aerobics Fee	585.00	0.00	585.00
						Check # 2771 Total: 1,170.00

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/15/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 2772 Date 7/15/2016 Francine Jones</b>						
2016-07	7/1/2016		July Medical Insurance Premium	475.71	0.00	475.71
						Check # 2772 Total: 475.71
<b>Check # 2773 Date 7/15/2016 Dan Joseph</b>						
2016-07	7/1/2016		July Medical Insurance Premium	289.29	0.00	289.29
						Check # 2773 Total: 289.29
<b>Check # 2774 Date 7/15/2016 Ivy Joseph</b>						
2016-07	7/1/2016		July Medical Insurance Premium	608.07	0.00	608.07
						Check # 2774 Total: 608.07
<b>Check # 2775 Date 7/15/2016 Susan Knudson</b>						
062816	7/13/2016		6/28 Mileage Expense Reimb	21.92	0.00	21.92
						Check # 2775 Total: 21.92
<b>Check # 2776 Date 7/15/2016 Shirley Land</b>						
2016-07	7/1/2016		July Medical Insurance Premium	624.24	0.00	624.24
						Check # 2776 Total: 624.24
<b>Check # 2777 Date 7/15/2016 Kim O. Lemelin</b>						
2016-07	7/1/2016		July Medical Insurance Premium	665.65	0.00	665.65
						Check # 2777 Total: 665.65
<b>Check # 2778 Date 7/15/2016 Tom Levene</b>						
2016-07	7/1/2016		July Medical Insurance Premium	665.27	0.00	665.27
						Check # 2778 Total: 665.27
<b>Check # 2779 Date 7/15/2016 Dara L Linson</b>						
4213	6/28/2016		5/24-6/28 Chair Yoga	105.00	0.00	105.00
062816	6/28/2016		5/24-6/28 Chair Yoga Single	302.40	0.00	302.40
						Check # 2779 Total: 407.40
<b>Check # 2780 Date 7/15/2016 Nancy Livingston</b>						
2016-07	7/1/2016		July Medical Insurance Premium	486.30	0.00	486.30
						Check # 2780 Total: 486.30
<b>Check # 2781 Date 7/15/2016 Valerie L. Maginnis</b>						
2016-07	7/1/2016		July Medical Insurance Premium	506.56	0.00	506.56
						Check # 2781 Total: 506.56
<b>Check # 2782 Date 7/15/2016 Gayle Meldau</b>						
2016-07	7/1/2016		July Medical Insurance Premium	564.96	0.00	564.96
						Check # 2782 Total: 564.96

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/15/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 2783 Date 7/15/2016 Michelle Miranda</b>						
2016-07	7/1/2016		July Medical Insurance Premium	514.97	0.00	514.97
Check # 2783 Total:						514.97
<b>Check # 2784 Date 7/15/2016 Marie Navrotska-Poff</b>						
2016-07	7/1/2016		July Medical Insurance Premium	178.48	0.00	178.48
Check # 2784 Total:						178.48
<b>Check # 2785 Date 7/15/2016 Marcus Nieto</b>						
2016-07	7/1/2016		July Medical Insurance Premium	536.12	0.00	536.12
Check # 2785 Total:						536.12
<b>Check # 2786 Date 7/15/2016 Amy Pence</b>						
063016	6/30/2016		WE 6/30 Aerobics Fee	38.00	0.00	38.00
070816	7/8/2016		WE 7/8 Aerobics Fee	38.00	0.00	38.00
Check # 2786 Total:						76.00
<b>Check # 2787 Date 7/15/2016 Cynthia L Price</b>						
063016	6/30/2016		WE 6/30 Aerobics Fee	47.50	0.00	47.50
070816	7/8/2016		WE 7/8 Aerobics Fee	47.50	0.00	47.50
Check # 2787 Total:						95.00
<b>Check # 2788 Date 7/15/2016 Mary Anne Ramsey</b>						
2016-07	7/1/2016		July Medical Insurance Premium	665.78	0.00	665.78
Check # 2788 Total:						665.78
<b>Check # 2789 Date 7/15/2016 Gregory G. Rath</b>						
062516	7/5/2016		WE 6/28 Mileage Reimb Exp	2.48	0.00	2.48
Check # 2789 Total:						2.48
<b>Check # 2790 Date 7/15/2016 Kathy Rios</b>						
2016-07	7/1/2016		July Medical Insurance Premium	789.42	0.00	789.42
Check # 2790 Total:						789.42
<b>Check # 2791 Date 7/15/2016 Erna Roberts</b>						
2016-07	7/1/2016		July Medical Insurance Premium	333.00	0.00	333.00
Check # 2791 Total:						333.00
<b>Check # 2792 Date 7/15/2016 Karen Rottmann</b>						
2016-07	7/1/2016		July Medical Insurance Premium	624.24	0.00	624.24
Check # 2792 Total:						624.24
<b>Check # 2793 Date 7/15/2016 Edward Sachs</b>						
062416	7/5/2016		2WE 6/28 Mileage Reimb Exp	424.33	0.00	424.33

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/15/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
						Check # 2793 Total: 424.33
<b>Check # 2794</b>	<b>Date 7/15/2016</b>	<b>Genejo (Herb) Smith</b>				
2016-07	7/1/2016		July Medical Insurance Premium	747.98	0.00	747.98
						Check # 2794 Total: 747.98
<b>Check # 2795</b>	<b>Date 7/15/2016</b>	<b>Rosita M. Smuckler</b>				
2016-07	7/1/2016		July Medical Insurance Premium	614.01	0.00	614.01
						Check # 2795 Total: 614.01
<b>Check # 2796</b>	<b>Date 7/15/2016</b>	<b>Patricia J Edwards Sparks</b>				
2016-07	7/1/2016		July Medical Insurance Premium	523.21	0.00	523.21
						Check # 2796 Total: 523.21
<b>Check # 2797</b>	<b>Date 7/15/2016</b>	<b>Peggy Summerville</b>				
063016	6/30/2016		WE 6/30 Aerobics Fee	230.00	0.00	230.00
070816	7/8/2016		WE 7/8 Aerobics Fee	138.00	0.00	138.00
						Check # 2797 Total: 368.00
<b>Check # 2798</b>	<b>Date 7/15/2016</b>	<b>Stephanie Tanton</b>				
2016-07	7/1/2016		July Medical Insurance Premium	523.21	0.00	523.21
						Check # 2798 Total: 523.21
<b>Check # 2799</b>	<b>Date 7/15/2016</b>	<b>Alice Vigil</b>				
2016-07	7/1/2016		July Medical Insurance Premium	289.29	0.00	289.29
						Check # 2799 Total: 289.29
<b>Check # 2800</b>	<b>Date 7/15/2016</b>	<b>Charles E. Wilson</b>				
2016-07	7/1/2016		July Medical Insurance Premium	622.93	0.00	622.93
						Check # 2800 Total: 622.93
TOTAL ALL ACCOUNTS PAYABLE CHECKS						2,734,572.32
GRAND TOTAL						\$2,734,572.32

I hereby certify and attest that the above listed demands are in accordance with the City's Budget, and, in accordance with Section 37202 of the Government Code, I certify and attest to the accuracy and availability of funds for the payment thereof.

Cheryl Dyas  
 Director of Administrative Services





# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Cheryl Dyas, Director of Administrative Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Check Register dated July 22, 2016 in the amount of \$682,634.84

**Recommended Action**

Ratify the accompanying check register.

**Executive Summary**

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. City Council Policy #300-4 authorizes the Director of Administrative Services to audit the demands prior to payment and calls for such checks to be issued on a weekly basis and the check register for each of the weekly pay cycles to be submitted to the City Council for ratification at the next regular Council meeting.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

**Fiscal Impact:**

**Amount Requested \$**

**Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)**

**Prog/Fund #      Category: Pers. NO Optg. NO Cap. NO -or- CIP#      Fund#**

**Previous Relevant Council Actions for This Item**

**October 22, 1990 – Approved Council policy 300-4**

**February 2, 2004 – Approved the revision of Council policy 300-4**

**Attachments**

Exhibit

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285565</b>	<b>Date 7/22/2016</b>	<b>A.C. Landscape Inc.</b>				
00017783	6/9/2016	21600028	June Landscape/Irrig:Area #1	1,462.85	0.00	1,462.85
00017782	6/8/2016	21600028	June Landscape/Irrig:Area #1	1,280.00	0.00	1,280.00
				Check # 285565 Total:		2,742.85
<b>Check # 285566</b>	<b>Date 7/22/2016</b>	<b>America's Heroes First Foundation</b>				
072016	7/20/2016		PE 7/15 EE Contribution	40.00	0.00	40.00
				Check # 285566 Total:		40.00
<b>Check # 285567</b>	<b>Date 7/22/2016</b>	<b>AmeriNational Community Services Inc</b>				
FS-3138	6/15/2016	150064	Loan Fees:Housing Rehab	280.00	0.00	280.00
				Check # 285567 Total:		280.00
<b>Check # 285568</b>	<b>Date 7/22/2016</b>	<b>Animal Pest Management Services Inc</b>				
161044	6/30/2016	21600015	June Rodent Pest Control:Area 1	2,711.18	0.00	2,711.18
				Check # 285568 Total:		2,711.18
<b>Check # 285569</b>	<b>Date 7/22/2016</b>	<b>Animal Urgent Care Clinic</b>				
148499	6/22/2016		June Veterinary Srvcs	44.40	0.00	44.40
				Check # 285569 Total:		44.40
<b>Check # 285570</b>	<b>Date 7/22/2016</b>	<b>AT&amp;T</b>				
000008297341	7/6/2016		ME 7/5 Phone:City Hall Land Lines	3,126.85	0.00	3,126.85
000008297342	7/6/2016		ME 7/5 Phone:Animal Shelter	162.60	0.00	162.60
000008297307	7/6/2016		ME 7/5 Phone:CH, Sierra, NPMCSC	897.07	0.00	897.07
000008297343	7/6/2016		ME 7/5 Phone:CRC	52.71	0.00	52.71
				Check # 285570 Total:		4,239.23
<b>Check # 285571</b>	<b>Date 7/22/2016</b>	<b>AT&amp;T Corp.</b>				
1834432302	7/10/2016		ME 8/9 Internet:NPMCSC backup CH	1,060.87	0.00	1,060.87
				Check # 285571 Total:		1,060.87
<b>Check # 285572</b>	<b>Date 7/22/2016</b>	<b>AVID Identification Systems Inc.</b>				
370821	7/11/2016		Microchips/Registrations:Shelter	800.25	0.00	800.25
				Check # 285572 Total:		800.25
<b>Check # 285573</b>	<b>Date 7/22/2016</b>	<b>Baker &amp; Taylor Inc.</b>				
4011617934	6/1/2016	21600033	Assorted Library Books	804.55	0.00	804.55
4011642948	7/1/2016	21600033	Assorted Library Books	40.33	0.00	40.33
4011648850	7/7/2016	21600033	Assorted Library Books	35.32	0.00	35.32
4011648851	7/7/2016	21600033	Assorted Library Books	25.68	0.00	25.68
4011648852	7/7/2016	21600033	Assorted Library Books	19.27	0.00	19.27
4011648853	7/7/2016	21600033	Assorted Library Books	5.22	0.00	5.22



**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
4011648854	7/7/2016	21600033	Assorted Library Books	25.17	0.00	25.17
4011648856	7/7/2016	21600033	Assorted Library Books	71.82	0.00	71.82
4011646995	7/12/2016	21600033	Assorted Library Books	223.73	0.00	223.73
Check # 285573 Total:						1,251.09
<b>Check # 285574 Date 7/22/2016 Beverly Bevel</b>						
070616	7/6/2016		7/6 Customer Service Training Refreshments Reimb	24.09	0.00	24.09
Check # 285574 Total:						24.09
<b>Check # 285575 Date 7/22/2016 Blais &amp; Associates Inc</b>						
06-2016-MV1	7/7/2016	21600048	June Grant Development Services	950.00	0.00	950.00
Check # 285575 Total:						950.00
<b>Check # 285576 Date 7/22/2016 Board of Equalization</b>						
063016	6/30/2016		QE 6/30 Sales and Use Tax	1,049.00	0.00	1,049.00
Check # 285576 Total:						1,049.00
<b>Check # 285577 Date 7/22/2016 Mel Branham</b>						
634863	7/13/2016		7/13 Line Dance Inst	96.00	0.00	96.00
Check # 285577 Total:						96.00
<b>Check # 285578 Date 7/22/2016 Brynn Lavison: Custodian Petty Cash</b>						
071116	7/11/2016		ME 6/30 Petty Cash Reimb	16.35	0.00	16.35
Check # 285578 Total:						16.35
<b>Check # 285579 Date 7/22/2016 Wendy Bucknum</b>						
070716	7/18/2016		WE 7/7 Mileage Reimb Exp	36.83	0.00	36.83
Check # 285579 Total:						36.83
<b>Check # 285580 Date 7/22/2016 C &amp; D Electric</b>						
84058	7/7/2016	21700007	July Electrical Rpr:NPMCSC	382.58	0.00	382.58
WHITE02	7/7/2016	21700007	July Electrical Rpr:Montanoso Rec Center	62.00	0.00	62.00
WHITE01	7/7/2016	21700007	July Electrical Rpr:Shelter	186.00	0.00	186.00
685248	7/13/2016	21700007	July Electrical Rpr:Montanoso	411.96	0.00	411.96
669542	7/13/2016	21700007	July Electrical Rpr:Sycamore Park	323.04	0.00	323.04
Check # 285580 Total:						1,365.58
<b>Check # 285581 Date 7/22/2016 California Park &amp; Recreation Society</b>						
118500*16	4/15/2016		YE 7/17 Member Dues:Dario	150.00	0.00	150.00
115272*16	4/15/2016		YE 7/17 Member Dues:Blair	150.00	0.00	150.00
115268*16	6/17/2016		YE 9/17 Member Dues:Swanson	145.00	0.00	145.00
115269*16	6/17/2016		YE 9/17 Member Dues:Bassett	150.00	0.00	150.00

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
071116	7/11/2016		(1)Yr Member Dues:Fine	165.00	0.00	165.00
				Check # 285581 Total:		760.00
<b>Check # 285582</b>	<b>Date 7/22/2016</b>	<b>CDW Government Inc.</b>				
DQS2281	7/13/2016		(12)Mellanox Ethernet Cards	2,682.59	0.00	2,682.59
DRK9278	7/16/2016		(25)Symantec Endpoint Protection Licenses	614.75	0.00	614.75
				Check # 285582 Total:		3,297.34
<b>Check # 285583</b>	<b>Date 7/22/2016</b>	<b>Centro Cristiano Internacional Church</b>				
25582	12/9/2014		Permit #25582/27713 Refund Deposit	350.00	0.00	350.00
				Check # 285583 Total:		350.00
<b>Check # 285584</b>	<b>Date 7/22/2016</b>	<b>Commercial Door of Orange County Inc</b>				
20742	6/23/2016		6/23 Rpr/Maint:Shelter	368.24	0.00	368.24
20781	6/30/2016		6/30 Rpr/Maint:Shelter	638.60	0.00	638.60
				Check # 285584 Total:		1,006.84
<b>Check # 285585</b>	<b>Date 7/22/2016</b>	<b>County of Orange Health Care Agency</b>				
062116	5/26/2016		OC Drowning Prevention Task Force Sponsorship	5,000.00	0.00	5,000.00
				Check # 285585 Total:		5,000.00
<b>Check # 285586</b>	<b>Date 7/22/2016</b>	<b>D &amp; D Disposal Inc</b>				
24381	6/30/2016		June Animal Disposal:Shelter	409.00	0.00	409.00
				Check # 285586 Total:		409.00
<b>Check # 285587</b>	<b>Date 7/22/2016</b>	<b>Data Ticket Inc.</b>				
71870	7/14/2016		June Shelter Citation Processing	380.57	0.00	380.57
				Check # 285587 Total:		380.57
<b>Check # 285588</b>	<b>Date 7/22/2016</b>	<b>DAWG</b>				
063016	6/30/2016		FY 15/16 Donations Intended to DAWG	60.00	0.00	60.00
				Check # 285588 Total:		60.00
<b>Check # 285589</b>	<b>Date 7/22/2016</b>	<b>Dell Computer Corporation</b>				
XJXR5K1M8	6/17/2016	21600335	(2)Dell Mobile Computing Cart	4,535.98	0.00	4,535.98
				Check # 285589 Total:		4,535.98
<b>Check # 285590</b>	<b>Date 7/22/2016</b>	<b>Denault's True Value Hardware</b>				
566251	7/14/2016		7/14 Rpr/Maint Suppl:Sierra	51.13	0.00	51.13
566234	7/10/2016		7/10 Rpr/Maint Suppl:Sierra	15.29	0.00	15.29
566235	7/10/2016		7/10 Rpr/Maint Suppl:Sierra	12.93	0.00	12.93
566239	7/11/2016		7/11 Rpr/Maint Suppl:Sierra	13.34	0.00	13.34

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
						Check # 285590 Total: 92.69
<b>Check # 285591</b>	<b>Date 7/22/2016</b>	<b>The Direct Mail Network</b>				
TDMN13496	7/20/2016		Sept Animal License Renewals	1,925.79	0.00	1,925.79
						Check # 285591 Total: 1,925.79
<b>Check # 285592</b>	<b>Date 7/22/2016</b>	<b>El Toro Water District</b>				
168773572212*JN16	6/24/2016		ME 6/23 Water:Parks	2,652.24	0.00	2,652.24
168773572210*JN16	6/24/2016		ME 6/23 Water:Parks	1,104.95	0.00	1,104.95
168773529300*JN16	6/24/2016		ME 6/21 Water:Parks	1,143.48	0.00	1,143.48
						Check # 285592 Total: 4,900.67
<b>Check # 285593</b>	<b>Date 7/22/2016</b>	<b>William Robert Ernisse</b>				
2016July	7/13/2016		July Planning Commission Stipend	100.00	0.00	100.00
						Check # 285593 Total: 100.00
<b>Check # 285594</b>	<b>Date 7/22/2016</b>	<b>Farmers State Bank of Hartland</b>				
121	6/27/2016	21600208	Paint Grant Funds Disbursement Services	130.00	0.00	130.00
						Check # 285594 Total: 130.00
<b>Check # 285595</b>	<b>Date 7/22/2016</b>	<b>Aumee Frey</b>				
061516	6/15/2016		ME 6/15 Mileage Exp Reimb	31.75	0.00	31.75
						Check # 285595 Total: 31.75
<b>Check # 285596</b>	<b>Date 7/22/2016</b>	<b>Fuji Wholesale Flowers</b>				
33076	6/29/2016		Marine Baby Shower Supplies	540.00	0.00	540.00
						Check # 285596 Total: 540.00
<b>Check # 285597</b>	<b>Date 7/22/2016</b>	<b>The Gas Company</b>				
01770820007*JL16	7/15/2016		ME 7/13 Natural Gas:Marg Aqua	2,216.87	0.00	2,216.87
04080820006*JL16	7/15/2016		ME 7/14 Natural Gas:Marg Aqua	770.37	0.00	770.37
						Check # 285597 Total: 2,987.24
<b>Check # 285598</b>	<b>Date 7/22/2016</b>	<b>GSL Associates</b>				
070516*21600062	7/5/2016	21600062	ME 6/30 Prof Svcs:SB375 Compliance	941.25	0.00	941.25
070516*21600170	7/5/2016	21600170	ME 6/30 Prof Svcs:Air Quality	1,201.50	0.00	1,201.50
070116*21600047	7/1/2016	21600047	ME 6/30 Prof Svcs:SCAG Staff Support	1,886.25	0.00	1,886.25
						Check # 285598 Total: 4,029.00
<b>Check # 285599</b>	<b>Date 7/22/2016</b>	<b>Head/Penn Racquet Sports</b>				
5192444571	7/11/2016		(600)Cns Tennis Balls	1,638.00	0.00	1,638.00
						Check # 285599 Total: 1,638.00
<b>Check # 285600</b>	<b>Date 7/22/2016</b>	<b>Hewlett Packard Enterprise Company</b>				

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
60079740	7/5/2016		YE 6/17 Server & Switch Support Renewal	2,859.84	0.00	2,859.84
Check # 285600 Total:						2,859.84
<b>Check # 285601 Date 7/22/2016 Hewlett-Packard Company</b>						
0407931	7/1/2016	21600031	ME 6/20 Printer Support Services	1,415.48	0.00	1,415.48
Check # 285601 Total:						1,415.48
<b>Check # 285602 Date 7/22/2016 Hill's Pet Nutrition Sales Inc.</b>						
225939230	7/11/2016		July Shelter Supplies	556.85	0.00	556.85
Check # 285602 Total:						556.85
<b>Check # 285603 Date 7/22/2016 Robert Hoffmann</b>						
062016	6/20/2016		Nylon Duty Gear Exp Reimb	274.62	0.00	274.62
Check # 285603 Total:						274.62
<b>Check # 285604 Date 7/22/2016 Home Depot</b>						
4431503	7/13/2016		Misc Supplies:Eagle Scout Project	112.32	0.00	112.32
2422016	7/15/2016		Misc Supplies:Area 10	1,299.22	0.00	1,299.22
2422012	7/15/2016		Misc Supplies:Foudy Camp	256.61	0.00	256.61
2431514	7/15/2016		Misc Supplies:Felipe Eagle Scout Project	110.55	0.00	110.55
Check # 285604 Total:						1,778.70
<b>Check # 285605 Date 7/22/2016 I Color Printing &amp; Mailing Inc</b>						
16-46886	5/17/2016	21600017	Printing Services:Summer MV Life	11,421.00	0.00	11,421.00
Check # 285605 Total:						11,421.00
<b>Check # 285606 Date 7/22/2016 IDEXX Laboratories Inc.</b>						
0616101864	6/30/2016		June Vetereinary Srvcs	164.31	0.00	164.31
3003280035	6/1/2016		June Veterinary Srvcs	69.57	0.00	69.57
3003578314	6/8/2016		June Veterinary Srvcs	307.64	0.00	307.64
3003280033	6/1/2016		June Veterinary Srvcs	83.65	0.00	83.65
Check # 285606 Total:						625.17
<b>Check # 285607 Date 7/22/2016 Illumant LLC</b>						
11060	7/18/2016	21700013	Information Security Assessment Services	2,950.00	0.00	2,950.00
Check # 285607 Total:						2,950.00
<b>Check # 285608 Date 7/22/2016 Ingram Library Services Inc.</b>						
92906762	5/2/2016	21600045	Assorted Library Books	26.47	0.00	26.47
93564337	6/23/2016	21600045	Assorted Library Books	8.63	0.00	8.63
93564338	6/23/2016	21600045	Assorted Library Books	18.58	0.00	18.58

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
93564339	6/23/2016	21600045	Assorted Library Books	255.08	0.00	255.08
93564340	6/23/2016	21600045	Assorted Library Books	17.95	0.00	17.95
93669890	7/3/2016	21600045	Assorted Library Books	103.82	0.00	103.82
93729189	7/7/2016	21600045	Assorted Library Books	57.03	0.00	57.03
				Check # 285608 Total:		487.56

**Check # 285609 Date 7/22/2016 Jamey Clark Inc**

67977	7/1/2016	21600092	June Rpr/Maint:Various Loc	789.00	0.00	789.00
67986	7/6/2016	21600092	June Rpr/Maint:YAP	160.57	0.00	160.57
67997	7/7/2016	21600092	June Rpr/Maint:Curtis Park	337.50	0.00	337.50
67984	7/6/2016	21700008	July Rpr/Maint:Barbadanes	393.75	0.00	393.75
67985	7/6/2016	21700008	July Rpr/Maint:Various Parks	881.25	0.00	881.25
67971	7/5/2016	21700008	July Rpr/Maint:Potocki	3,425.00	0.00	3,425.00
67998	7/7/2016	21700008	July Rpr/Maint:Olympiad Park	309.38	0.00	309.38
68002	7/11/2016	21700008	July Rpr/Maint:Various Parks	749.82	0.00	749.82
67994	7/7/2016	21700008	July Rpr/Maint:El Dorado	1,007.65	0.00	1,007.65
68000	7/8/2016	21700008	July Rpr/Maint:Various Parks	511.44	0.00	511.44
68003	7/11/2016	21700008	July Rpr/Maint:Curtis Park	75.00	0.00	75.00
68001	7/8/2016	21700008	July Rpr/Maint:Minaya	403.16	0.00	403.16
67996	7/7/2016	21700008	July Rpr/Maint:Various Locations	337.50	0.00	337.50
67995	7/7/2016	21700008	July Rpr/Maint:Pincrest	112.50	0.00	112.50
67992	7/7/2016	21700008	July Rpr/Maint:Oso Viejo	273.32	0.00	273.32
68018	7/15/2016	21700008	July Rpr/Maint:Montanoso	2,355.00	0.00	2,355.00
68009	7/13/2016	21700008	July Rpr/Maint:Sierra Rec Center	3,745.00	0.00	3,745.00
67993	7/7/2016	21700008	July Rpr/Maint:Various Locations	318.75	0.00	318.75
68010	7/13/2016	21700008	July Rpr/Maint:Los Alisos & Vallejo	739.64	0.00	739.64
				Check # 285609 Total:		16,925.23

**Check # 285610 Date 7/22/2016 Knorr Systems Inc**

S180986	6/30/2016	21600321	6/17 Rpr/Maint:Marg Aqua	2,981.23	0.00	2,981.23
				Check # 285610 Total:		2,981.23

**Check # 285611 Date 7/22/2016 Koppel & Gruber Public Finance**

16-1183	6/30/2016	21600077	QE 6/30 Admin Srvs CFD 92-1 & 2009 Bonds	1,093.50	0.00	1,093.50
				Check # 285611 Total		1,093.50

**Check # 285612 Date 7/22/2016 Kosmont & Associates Inc**

0012	6/30/2016	21600200	June Economic Development Advisory Services	2,722.10	0.00	2,722.10
				Check # 285612 Total:		2,722.10

**Check # 285613 Date 7/22/2016 David K. Leckness**

2016July	7/13/2016		July Planning Commission Stipend	100.00	0.00	100.00
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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285613 Total:		100.00
<b>Check # 285614</b>	<b>Date 7/22/2016</b>	<b>Lilley Planning Group Inc.</b>				
INV-1359	6/30/2016	21600106	June Prof Svcs:Housing Rehab	1,682.50	0.00	1,682.50
				Check # 285614 Total:		1,682.50
<b>Check # 285615</b>	<b>Date 7/22/2016</b>	<b>Lindy Office Products</b>				
339160-1	7/6/2016		July Office Supplies	21.05	0.00	21.05
339164-1	7/6/2016		July Office Supplies	13.94	0.00	13.94
C339164-0	7/11/2016		Credit:Returned Supplies	(17.90)	0.00	(17.90)
				Check # 285615 Total:		17.09
<b>Check # 285616</b>	<b>Date 7/22/2016</b>	<b>David Mansdoerfer</b>				
2016July	7/13/2016		July Planning Commission Stipend	100.00	0.00	100.00
				Check # 285616 Total:		100.00
<b>Check # 285617</b>	<b>Date 7/22/2016</b>	<b>Dru Maurer</b>				
060216	6/2/2016		Arts Alive Festival Meal Tickets Reimb	2,870.00	0.00	2,870.00
				Check # 285617 Total:		2,870.00
<b>Check # 285618</b>	<b>Date 7/22/2016</b>	<b>Merchants Landscape Services Inc</b>				
48048	6/30/2016	21600067	June Landscape Maint:Area 5	3,600.00	0.00	3,600.00
47942	6/30/2016	21600067	June Landscape Maint:Area 5/Includes Deficiency	26,124.55	0.00	26,124.55
47941	6/30/2016	21600066	June Landscape Maint:Area 4/Includes Deficiency	24,113.06	0.00	24,113.06
				Check # 285618 Total:		53,837.61
<b>Check # 285619</b>	<b>Date 7/22/2016</b>	<b>Mission Hills Pet Care Center</b>				
4718	6/29/2016		June Veterinary Svcs	228.15	0.00	228.15
4821	7/14/2016		July Veterinary Svcs	565.54	0.00	565.54
4785	7/8/2016		July Veterinary Svcs	247.73	0.00	247.73
				Check # 285619 Total:		1,041.42
<b>Check # 285620</b>	<b>Date 7/22/2016</b>	<b>Mission Viejo Activities Committee</b>				
062816	6/28/2016		Street Faire Expense Reimbursement	703.83	0.00	703.83
				Check # 285620 Total:		703.83
<b>Check # 285621</b>	<b>Date 7/22/2016</b>	<b>Mission Viejo Community Foundation</b>				
MN0724	6/25/2016		Table Sponsorship for BBQ USMC Fundraiser	175.00	0.00	175.00
				Check # 285621 Total:		175.00
<b>Check # 285622</b>	<b>Date 7/22/2016</b>	<b>Mission Viejo Rentals</b>				

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
MV460453	6/7/2016		Linen/Chair Rental for Meet Your Officials Event	247.46	0.00	247.46
Check # 285622 Total:						247.46
<b>Check # 285623 Date 7/22/2016 Moulton Niguel Water</b>						
62365*JN16	6/30/2016		ME 6/28 Water:MOSS	403.83	0.00	403.83
62649*JN16	6/30/2016		ME 6/28 Water:MOSS	216.67	0.00	216.67
63188*JN16	6/30/2016		ME 6/28 Water:MOSS	464.70	0.00	464.70
62643*JL16	6/30/2016		ME 6/28 Water:Parks	1,831.87	0.00	1,831.87
62280*JN16	6/30/2016		ME 6/28 Water:Parks	273.63	0.00	273.63
Check # 285623 Total:						3,190.70
<b>Check # 285624 Date 7/22/2016 NTT America Inc.</b>						
67263957	6/18/2016	21600158	June Website Hosting: IT	1,245.00	0.00	1,245.00
67276653	7/18/2016	21600158	July Website Hosting	1,245.00	0.00	1,245.00
Check # 285624 Total:						2,490.00
<b>Check # 285625 Date 7/22/2016 OCLC Online Computer Library Center Inc.</b>						
0000473353	6/30/2016	21600025	June Core Charges	804.00	0.00	804.00
Check # 285625 Total:						804.00
<b>Check # 285626 Date 7/22/2016 Office Depot Business Services Divsn 819</b>						
848037074001	6/29/2016		June Office Supplies:Shelter	63.58	0.00	63.58
848181438001	6/29/2016		June Office Supplies:Shelter	69.33	0.00	69.33
Check # 285626 Total:						132.91
<b>Check # 285627 Date 7/22/2016 On Call Event Rentals</b>						
01-45485-0	6/20/2016		Tables/Chairs/Linens/Stage Rent:DAWG Walk	1,407.86	0.00	1,407.86
Check # 285627 Total:						1,407.86
<b>Check # 285628 Date 7/22/2016 Orange County City Manager Association</b>						
201617	7/18/2016		FY 16/17 Membership Dues	1,080.00	0.00	1,080.00
Check # 285628 Total:						1,080.00
<b>Check # 285629 Date 7/22/2016 Orange County Conservation Corps</b>						
06302016-MV-2	6/30/2016	21600318	6/20-6/22 Landscape Renovations:Water Conservation	3,198.00	0.00	3,198.00
06302016-MV-1	6/30/2016	21600318	6/23-6/28 Landscape Renovations:Water Conservation	3,198.00	0.00	3,198.00
Check # 285629 Total:						6,396.00
<b>Check # 285630 Date 7/22/2016 The Orange County Register</b>						
001069910	6/10/2016		6/10 Bid Invite:Fleet Motorcycle Maint	237.00	0.00	237.00
0010168728	6/3/2016		6/3 Public Ntc:CUP2016-361	128.99	0.00	128.99

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
0010168739	6/3/2016		6/3 Public Ntc:PDP2016-290	164.99	0.00	164.99
Check # 285630 Total:						530.98
<b>Check # 285631 Date 7/22/2016 Tami Pacak</b>						
32956	7/18/2016		Permit #32956 Refund Deposit	67.00	0.00	67.00
Check # 285631 Total:						67.00
<b>Check # 285632 Date 7/22/2016 Paradise Drinking Water</b>						
516058	7/6/2016		2WE 7/6 Water:Shelter	61.60	0.00	61.60
Check # 285632 Total:						61.60
<b>Check # 285633 Date 7/22/2016 PC Mall Gov Inc.</b>						
S96746390101	7/11/2016		(25)250GB SATA SSD:IT	2,247.87	0.00	2,247.87
Check # 285633 Total:						2,247.87
<b>Check # 285634 Date 7/22/2016 PerfectMind Inc</b>						
MIS20160714	7/14/2016	21700015	Recreation Management Software	8,460.00	0.00	8,460.00
Check # 285634 Total:						8,460.00
<b>Check # 285635 Date 7/22/2016 Petra Geosciences Inc.</b>						
75691	6/30/2016	21600134	ME 6/30 Geotechnical Services:Pavion Park	1,280.00	0.00	1,280.00
Check # 285635 Total:						1,280.00
<b>Check # 285636 Date 7/22/2016 Play Well TEKologies</b>						
4300	7/12/2016		7/5-7/8 Lego Robotics	1,228.50	0.00	1,228.50
Check # 285636 Total:						1,228.50
<b>Check # 285637 Date 7/22/2016 Porcu, Susana</b>						
32602	7/18/2016		Permit #32602 Refund Payment	1,417.00	0.00	1,417.00
Check # 285637 Total:						1,417.00
<b>Check # 285638 Date 7/22/2016 Post Alarm Systems</b>						
887187	7/5/2016		Aug Fire Monitoring:Montanoso	41.95	0.00	41.95
874819	5/6/2016	21600226	YE 5/17 Alarm Svcs:TRPCC	615.48	0.00	615.48
868132	4/30/2016	21600226	4/30 Repair Alarm:TRPCC	125.00	0.00	125.00
Check # 285638 Total:						782.43
<b>Check # 285639 Date 7/22/2016 Arthur William Ramirez</b>						
634733	7/12/2016		7/11 Photography Class Inst	104.00	0.00	104.00
Check # 285639 Total:						104.00
<b>Check # 285640 Date 7/22/2016 Rancho Niguel Animal Hospital</b>						
16604	6/28/2016		June Veterinary Svcs	303.51	0.00	303.51



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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
16850	7/15/2016		July Veterinary Srvc	103.78	0.00	103.78
				Check # 285640 Total:		407.29
<b>Check # 285641 Date 7/22/2016 ReadyRefresh</b>						
16F0027433911	6/27/2016		ME 6/24 Water:Various Locations	725.31	0.00	725.31
				Check # 285641 Total:		725.31
<b>Check # 285642 Date 7/22/2016 San Diego Gas &amp; Electric</b>						
1121569007*JN16a	6/30/2016		ME 7/5 Electric:Felipe	437.94	0.00	437.94
				Check # 285642 Total:		437.94
<b>Check # 285643 Date 7/22/2016 Santa Margarita Water District</b>						
535270152235*JN16	6/30/2016		ME 6/30 Water:Felipe	70.80	0.00	70.80
070716	7/7/2016		ME 7/6 Water:Parks	30,147.30	0.00	30,147.30
887430451855*JL16	7/8/2016		ME 7/7 Water:MOSS	20.59	0.00	20.59
070716A	7/7/2016		ME 7/6 Water:MOSS	7,649.59	0.00	7,649.59
9520276885*JL16	7/8/2016		ME 7/7 Water:Shelter	662.37	0.00	662.37
				Check # 285643 Total:		38,550.65
<b>Check # 285644 Date 7/22/2016 SatCom Global Inc</b>						
A1107160357	7/1/2016		ME 6/30 Satelite Srvc:EOC	252.01	0.00	252.01
				Check # 285644 Total:		252.01
<b>Check # 285645 Date 7/22/2016 Sherry Merrifield Custodian Petty Cash</b>						
060716*1	6/7/2016		ME 6/7 Petty Cash Reimb	11.83	0.00	11.83
060716*2	6/7/2016		ME 6/7 Petty Cash Reimb	26.00	0.00	26.00
				Check # 285645 Total:		37.83
<b>Check # 285646 Date 7/22/2016 SiteOne Landscape Supply, LLC</b>						
76538149	6/30/2016	21600021	June Landscape/Irrig Materials:Area 1	39.37	1.09	38.28
				Check # 285646 Total:		38.28
<b>Check # 285647 Date 7/22/2016 SiteOne Landscape Supply. LLC</b>						
75917513	5/24/2016	21600021	May Landscape/Irrig Materials:Area 1	3,345.68	0.00	3,345.68
75892516	5/23/2016	21600021	May Landscape/Irrig Materials:Area 1	391.95	0.00	391.95
76418904	6/23/2016	21600021	June Landscape/Irrig Materials:Area 6	1,191.79	33.11	1,158.68
76440456	6/24/2016	21600021	June Landscape/Irrig Materials:Area 1	878.85	48.82	854.44
76493404	6/28/2016	21600021	June Landscape/Irrig Materials:Area 6	833.58	23.15	810.43
76507094	6/28/2016	21600021	June Landscape/Irrig Materials:Area 1	61.51	3.42	59.80
76532087	6/29/2016	21600021	June Landscape/Irrig Materials:Area 1	4.53	0.13	4.40
76418725	6/23/2016	21600021	June Landscape/Irrig Materials:Area 6	112.55	3.13	109.42
76419173	6/23/2016	21600021	June Landscape/Irrig Materials:Area 6	84.45	2.35	82.10
76434615	6/23/2016	21600021	June Landscape/Irrig Materials:Area 6	473.76	13.16	460.60
				Check # 285647 Total:		7,277.50

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285648</b>	<b>Date 7/22/2016</b>	<b>South Coast AQMD</b>				
2959260	7/19/2016		YE 6/16 AQMD Fee	128.66	0.00	128.66
				Check # 285648 Total:		128.66
<b>Check # 285649</b>	<b>Date 7/22/2016</b>	<b>South Coast Mechanical Inc.</b>				
35852	7/7/2016	21600229	6/29 HVAC Rpr/Maint:Library	1,993.62	0.00	1,993.62
				Check # 285649 Total:		1,993.62
<b>Check # 285650</b>	<b>Date 7/22/2016</b>	<b>Southern California Edison</b>				
2014158653*JL16	7/13/2016		ME 7/11 Electric:MOSS	4,419.58	0.00	4,419.58
2219411030*JL16	7/13/2016		ME 7/11 Electric:MOSS	76.25	0.00	76.25
2023930282*JL16	7/15/2016		ME 7/14 Electric:Marg Aqua	7,276.71	0.00	7,276.71
				Check # 285650 Total:		11,772.54
<b>Check # 285651</b>	<b>Date 7/22/2016</b>	<b>Steven W. Spillman</b>				
2016July	7/13/2016		July Planning Commission Stipend	100.00	0.00	100.00
				Check # 285651 Total:		100.00
<b>Check # 285652</b>	<b>Date 7/22/2016</b>	<b>Staples Advantage</b>				
3306787419	6/30/2016		June Office Supplies:Corp Yard	71.95	0.00	71.95
				Check # 285652 Total:		71.95
<b>Check # 285653</b>	<b>Date 7/22/2016</b>	<b>Staples Business Advantage</b>				
3306787420	6/30/2016		June Office Supplies	9.85	0.00	9.85
3306787421	6/30/2016		June Office Supplies	30.33	0.00	30.33
3306787408	6/30/2016		Credit:Returned Office Supplies	(44.71)	0.00	(44.71)
3306787400	6/30/2016		June Office Supplies:Shelter	43.19	0.00	43.19
3306787398	6/30/2016		June Office Supplies:Shelter	46.15	0.00	46.15
3306787396	6/30/2016		June Office Supplies:Shelter	27.64	0.00	27.64
				Check # 285653 Total:		112.45
<b>Check # 285654</b>	<b>Date 7/22/2016</b>	<b>Storage West</b>				
12012535	7/5/2016		Aug Storage Unit Rental	17.95	0.00	17.95
				Check # 285654 Total:		17.95
<b>Check # 285655</b>	<b>Date 7/22/2016</b>	<b>The Tennis Key</b>				
063016a	6/30/2016		ME 6/30 Racquet String Comm	52.20	0.00	52.20
				Check # 285655 Total:		52.20
<b>Check # 285656</b>	<b>Date 7/22/2016</b>	<b>United Pacific Pet LLC</b>				
1598372	6/30/2016		June Shelter Supplies	742.70	0.00	742.70
1600759	7/11/2016		July Shelter Supplies	357.72	0.00	357.72
				Check # 285656 Total:		1,100.42

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285657 Date 7/22/2016 Verizon Wireless</b>						
9767715977	6/25/2016		ME 6/25 iPad Data & Mifi	634.25	0.00	634.25
9767715979	6/25/2016		ME 6/25 Text a Tip Phones	268.85	0.00	268.85
Check # 285657 Total:						903.10
<b>Check # 285658 Date 7/22/2016 Victor Medical Company</b>						
4036005	7/11/2016		July Shelter Supplies	126.30	0.00	126.30
Check # 285658 Total:						126.30
<b>Check # 285659 Date 7/22/2016 Vology Inc</b>						
INV402032	6/10/2016		Dell Case for Projector	80.77	0.00	80.77
CREDIT000000025849	7/14/2016		Credit for Shipping Charge	(28.28)	0.00	(28.28)
Check # 285659 Total:						52.49
<b>Check # 285660 Date 7/22/2016 Eric Winter</b>						
2617	6/22/2016		Parks Make Life Better PSA	5,231.88	0.00	5,231.88
Check # 285660 Total:						5,231.88
<b>Check # 285661 Date 7/22/2016 WM Vandergeest Landscape Care Inc</b>						
11233	7/5/2016	21600082	June Landscape Maint:Area 6	40,559.20	0.00	40,559.20
11260	7/6/2016	21600014	June Landscape Maint:Area 10	81.00	0.00	81.00
11231	7/5/2016	21600014	June Landscape Maint:Area 10	30,506.73	0.00	30,506.73
Check # 285661 Total:						71,146.93
<b>Check # 285662 Date 7/22/2016 Xerox Corporation</b>						
085253785	7/1/2016	21600110	June Copy Charges:Shelter	552.09	0.00	552.09
Check # 285662 Total:						552.09
<b>Check # 2801 Date 7/22/2016 City of Mission Viejo Benefit Trust</b>						
072016	7/20/2016		PE 7/15 PR Contribution EE/ER	4,189.33	0.00	4,189.33
Check # 2801 Total:						4,189.33
<b>Check # 2802 Date 7/22/2016 DocuLynx Inc</b>						
A321235	4/30/2016	21500160	April Document Scanning	115.77	0.00	115.77
Check # 2802 Total:						115.77
<b>Check # 2803 Date 7/22/2016 Edward Sachs</b>						
070716	7/18/2016		7/7 Mileage Reimb Exp	2.38	0.00	2.38
062116	7/12/2016		6/22-6/23 LOCC Mtg Exp Reimb	775.33	0.00	775.33
Check # 2803 Total:						777.71
<b>Check # 2804 Date 7/22/2016 U.S. Bank</b>						
9730JN16*1	6/24/2016		6/28 Workshop Reg:Hill	120.00	0.00	120.00
9730JN16*2	6/24/2016		8/2 Seminar Reg:Hill	70.00	0.00	70.00

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
9730JN16*3	6/24/2016		(4)Planters:Various Events	989.28	0.00	989.28
2740JN16*1	6/24/2016		6/16 CSMFO Conf Reg:Knudson	30.00	0.00	30.00
2740JN16*2	6/24/2016		Copier Paper	719.50	0.00	719.50
2740JN16*3	6/24/2016		May Office Supplies	58.96	0.00	58.96
2740JN16*4	6/24/2016		Copier Paper	431.70	0.00	431.70
2740JN16*5	6/24/2016		Sunblock Refills:Various Locations	83.37	0.00	83.37
2740JN16*6	6/24/2016		Employment Advertisement	45.00	0.00	45.00
2740JN16*7	6/24/2016		OC Register Subscription	293.44	0.00	293.44
1654JN16*1	6/24/2016		Training Webinar for Employees	199.00	0.00	199.00
0942JN16*1	6/24/2016		Misc Supplies:Animal Shelter	19.16	0.00	19.16
6962JN16*1	6/24/2016		Power Conditioner/Coaxial Cables:MVTV	1,535.24	0.00	1,535.24
6962JN16*2	6/24/2016		June Media Monitoring Service	499.00	0.00	499.00
6962JN16*3	6/24/2016		(1)Yr CAPIO Member Dues:Tokarski	225.00	0.00	225.00
6962JN16*4	6/24/2016		(6)City Council Candidate Handbooks	139.76	0.00	139.76
8902JN16*1	6/24/2016		Meet Your City Officials Event Supplies	152.01	0.00	152.01
8902JN16*2	6/24/2016		Community of Character Committee Supplies	99.90	0.00	99.90
8902JN16*3	6/24/2016		Senior Programs Supplies	61.84	0.00	61.84
8902JN16*4	6/24/2016		Community of Character Committee Supplies	142.56	0.00	142.56
8902JN16*5	6/24/2016		Senior Programs Supplies	24.49	0.00	24.49
8902JN16*6	6/24/2016		Community of Character Event Catering	414.79	0.00	414.79
8902JN16*7	6/24/2016		Operation Baby Love Shower Event Supplies	32.27	0.00	32.27
8902JN16*8	6/24/2016		June Coffee Supplies:NPMCSC	9.71	0.00	9.71
8902JN16*9	6/24/2016		June Coffee Supplies:NPMCSC	37.50	0.00	37.50
8902JN16*10	6/24/2016		Family Program Supplies:NPMCSC	239.85	0.00	239.85
8902JN16*11	6/24/2016		Misc Supplies:NPMCSC	111.52	0.00	111.52
8902JN16*12	6/24/2016		(2)Ping Pong Tables:NPMCSC	1,617.84	0.00	1,617.84
8902JN16*13	6/24/2016		Misc Supplies:NPMCSC	248.54	0.00	248.54
3051JN16*1	6/24/2016		Meet Your City Officials Event	200.00	0.00	200.00
3051JN16*2	6/24/2016		Meet Your City Officials Event	108.00	0.00	108.00
3051JN16*3	6/24/2016		Memorial Day Supplies	358.51	0.00	358.51
3051JN16*4	6/24/2016		(1)Laminator:Recreation	192.79	0.00	192.79
3051JN16*5	6/24/2016		June Office Supplies	45.94	0.00	45.94
3051JN16*6	6/24/2016		Relay for Life Supplies	9.71	0.00	9.71
3051JN16*7	6/24/2016		Relay for Life Supplies	32.35	0.00	32.35
3051JN16*8	6/24/2016		Generator Rental:Relay For Life	288.32	0.00	288.32
3051JN16*9	6/24/2016		Relay for Life Supplies	27.21	0.00	27.21
3051JN16*10	6/24/2016		Credit:Returned Memorial Day Supplies	(345.60)	0.00	(345.60)
3051JN16*11	6/24/2016		Generator Rental:Relay For Life	263.67	0.00	263.67
3051JN16*12	6/24/2016		Outdoor Sound Equipment:City Events	2,999.95	0.00	2,999.95
4159JN16*1	6/24/2016		Relay for Life Team Meeting Exp	95.00	0.00	95.00

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
8153JN16*1	6/24/2016		11/2-11/4 Adobe Conf Reg:Nunez	995.00	0.00	995.00
8153JN16*2	6/24/2016		Vision Plan Postcards	226.80	0.00	226.80
8153JN16*3	6/24/2016		Vision Plan Postcards	103.68	0.00	103.68
8153JN16*4	6/24/2016		6/28 CAPIO Webinar Reg:Nunez	20.00	0.00	20.00
1722JN16*1	6/24/2016		6/14 Council Meeting Dessert	17.98	0.00	17.98
1722JN16*2	6/24/2016		OCSD DUI Checkpoint Exp	33.05	0.00	33.05
1722JN16*3	6/24/2016		OCSD DUI Checkpoint Exp	194.37	0.00	194.37
1722JN16*4	6/24/2016		OCSD Business Watch Program Exp	208.97	0.00	208.97
3710JN16*1	6/24/2016		(5)Yr Domain Renewal	184.95	0.00	184.95
3710JN16*2	6/24/2016		Misc Supplies:IT	12.10	0.00	12.10
3710JN16*3	6/24/2016		ArchiveSocial Subscription	199.00	0.00	199.00
3710JN16*4	6/24/2016		(1)Dry Erase Board:IT	46.43	0.00	46.43
3710JN16*5	6/24/2016		Undelete Software License:IT	19.95	0.00	19.95
3710JN16*6	6/24/2016		Credit:ArchiveSocial Subscription	(199.00)	0.00	(199.00)
3710JN16*7	6/24/2016		Misc Supplies:IT	9.27	0.00	9.27
3710JN16*8	6/24/2016		Misc Supplies:IT	103.62	0.00	103.62
3710JN16*9	6/24/2016		Misc Supplies:IT	74.97	0.00	74.97
3710JN16*10	6/24/2016		(1)Yr Domain Renewal	37.99	0.00	37.99
3710JN16*11	6/24/2016		(1)Yr Google Site Search Renew	250.00	0.00	250.00
3710JN16*12	6/24/2016		6/9 ISSA Mtg Reg:Alexander	15.00	0.00	15.00
3710JN16*13	6/24/2016		6/9 ISSA Mtg Reg:Nakawaki	15.00	0.00	15.00
3710JN16*14	6/24/2016		(1)Yr Vimeo Plus Membership	59.95	0.00	59.95
3710JN16*15	6/24/2016		Misc Supplies:IT	67.67	0.00	67.67
3710JN16*16	6/24/2016		Private Domain Registration	17.91	0.00	17.91
1052JN16*1	6/24/2016		Heroes Banner Display Supplies	37.88	0.00	37.88
1052JN16*2	6/24/2016		Memorial Day Supplies	385.65	0.00	385.65
1052JN16*3	6/24/2016		May Rpr/Maint Suppl:City Hall	2.91	0.00	2.91
1052JN16*4	6/24/2016		May Rpr/Maint Suppl:Montanoso	31.08	0.00	31.08
1052JN16*5	6/24/2016		June Rpr/Maint Suppl:City Hall	98.47	0.00	98.47
1052JN16*6	6/24/2016		June Rpr/Maint Suppl:City Hall	47.43	0.00	47.43
1052JN16*7	6/24/2016		June Rpr/Maint Suppl:NPMCSC	34.73	0.00	34.73
1052JN16*8	6/24/2016		June Rpr/Maint Suppl:NPMCSC	136.06	0.00	136.06
1052JN16*9	6/24/2016		June Rpr/Maint Suppl:NPMCSC	17.99	0.00	17.99
1052JN16*10	6/24/2016		June Rpr/Maint Suppl:NPMCSC	57.25	0.00	57.25
1052JN16*11	6/24/2016		June Rpr/Maint Suppl:Felipe	10.79	0.00	10.79
1052JN16*12	6/24/2016		June Rpr/Maint Suppl:Montanoso	11.63	0.00	11.63
1052JN16*13	6/24/2016		June Rpr/Maint Suppl:Montanoso	10.97	0.00	10.97
1052JN16*14	6/24/2016		June Rpr/Maint Suppl:City Hall	35.54	0.00	35.54
1052JN16*15	6/24/2016		Lighting Supplies:Library	33.03	0.00	33.03
8701JN16*1	6/24/2016		(1)PA System Cable Adapter:City Hall	10.77	0.00	10.77
8701JN16*2	6/24/2016		May Rpr/Maint Suppl:Montanoso	31.14	0.00	31.14
8701JN16*3	6/24/2016		June Rpr/Maint Suppl:Montanoso	34.82	0.00	34.82

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
8701JN16*4	6/24/2016		June Rpr/Maint Suppl:Montanoso	47.69	0.00	47.69
8701JN16*5	6/24/2016		June Rpr/Maint Suppl:Marg Aqua	65.50	0.00	65.50
8701JN16*6	6/24/2016		June Rpr/Maint Suppl:Montanoso	388.72	0.00	388.72
8701JN16*7	6/24/2016		Credit:Returned Supplies	(39.07)	0.00	(39.07)
8701JN16*8	6/24/2016		(1)HDMI to VGA Adapter:Montanoso	32.38	0.00	32.38
8701JN16*9	6/24/2016		June Rpr/Maint Suppl:Animal Shelter	9.04	0.00	9.04
8701JN16*10	6/24/2016		Credit:Returned Adapter	(32.38)	0.00	(32.38)
8701JN16*11	6/24/2016		June Rpr/Maint Suppl:Sierra	43.90	0.00	43.90
8701JN16*12	6/24/2016		June Rpr/Maint Suppl:Sierra	15.52	0.00	15.52
9868JN16*1	6/24/2016		DAWG Walk Supplies	114.74	0.00	114.74
6091JN16*1	6/24/2016		DAWG Walk Brochures	172.80	0.00	172.80
6091JN16*2	6/24/2016		DAWG Walk Supplies	3.78	0.00	3.78
9771JN16*1	6/24/2016		(4)Shelving Racks:City Hall	718.46	0.00	718.46
9771JN16*2	6/24/2016		Meet Your Officials Event Supplies	378.97	0.00	378.97
9771JN16*3	6/24/2016		Credit:Meet Your Officials Event Supplies	(260.69)	0.00	(260.69)
9771JN16*4	6/24/2016		Misc Plants:City Hall	89.36	0.00	89.36
9771JN16*5	6/24/2016		(1)Fan:NPMCSC	16.16	0.00	16.16
6109JN16*1	6/24/2016		5/24 Council Mtg Dinner	182.96	0.00	182.96
6109JN16*2	6/24/2016		June Office Supplies	378.57	0.00	378.57
6109JN16*3	6/24/2016		June Office Supplies	120.63	0.00	120.63
6109JN16*4	6/24/2016		6/14 Council Mtg Dinner	46.98	0.00	46.98
6109JN16*5	6/24/2016		6/14 Council Mtg Dinner	51.83	0.00	51.83
6494JN16*1	6/24/2016		June Fax Line:Police Services	16.95	0.00	16.95
2623JN16*1	6/24/2016		Misc Supplies:Montanoso	9.69	0.00	9.69
2623JN16*2	6/24/2016		(2)TV Mounts/Cables:Montanoso	457.86	0.00	457.86
2623JN16*3	6/24/2016		June Kitchen Supplies:Montanoso	25.98	0.00	25.98
2623JN16*4	6/24/2016		June Kitchen Supplies:Sierra	10.79	0.00	10.79
2623JN16*5	6/24/2016		Marine Adoption Committee Mtg Exp	21.96	0.00	21.96
2623JN16*6	6/24/2016		Marine Adoption Committee Mtg Exp	79.98	0.00	79.98
7932JN16*1	6/24/2016		Arts Alive Advertisement	1,500.00	0.00	1,500.00
7932JN16*2	6/24/2016		June Kitchen Supplies:Marg Tennis	89.08	0.00	89.08
7932JN16*3	6/24/2016		(1)Pickleball Net:Recreation	305.30	0.00	305.30
7932JN16*4	6/24/2016		June Kitchen Supplies:Marg Tennis	47.99	0.00	47.99
7932JN16*5	6/24/2016		June Kitchen Supplies:Marg Tennis	31.67	0.00	31.67
7932JN16*6	6/24/2016		Olympic Day Supplies	35.92	0.00	35.92
7932JN16*7	6/24/2016		Olympic Day Supplies	13.68	0.00	13.68
7932JN16*8	6/24/2016		Olympic Day Supplies	32.94	0.00	32.94
7932JN16*9	6/24/2016		Olympic Day Supplies	31.92	0.00	31.92
4777JN16*1	6/24/2016		Passport Appointment Software	49.65	0.00	49.65
4777JN16*2	6/24/2016		YE 5/17 Music License Fee	268.34	0.00	268.34
4777JN16*3	6/24/2016		YE 5/17 Music License Fee	268.33	0.00	268.33
4777JN16*4	6/24/2016		YE 5/17 Music License Fee	268.33	0.00	268.33

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
7526JN16*1	6/24/2016		Planning Commission Mtg Supplies	36.84	0.00	36.84
7526JN16*2	6/24/2016		Civic Core Vision Plan Exp	35.56	0.00	35.56
7526JN16*3	6/24/2016		Civic Core Vision Plan Exp	5.40	0.00	5.40
7526JN16*4	6/24/2016		Civic Core Vision Plan Exp	32.40	0.00	32.40
7526JN16*5	6/24/2016		Civic Core Vision Plan Exp	833.46	0.00	833.46
7526JN16*6	6/24/2016		Civic Core Vision Plan Exp	405.95	0.00	405.95
7526JN16*7	6/24/2016		Civic Core Vision Plan Exp	23.90	0.00	23.90
7526JN16*8	6/24/2016		Civic Core Vision Plan Exp	9.90	0.00	9.90
4387JN16*1	6/24/2016		May Rpr/Maint Suppl:Montanoso	49.94	0.00	49.94
4387JN16*2	6/24/2016		May Rpr/Maint Suppl:Montanoso	105.51	0.00	105.51
4387JN16*3	6/24/2016		Memorial Day Supplies	114.81	0.00	114.81
4387JN16*4	6/24/2016		May Rpr/Maint Suppl:Montanoso	75.15	0.00	75.15
4387JN16*5	6/24/2016		May Rpr/Maint Suppl:Sierra	43.34	0.00	43.34
4387JN16*6	6/24/2016		June Rpr/Maint Suppl:Sierra	44.68	0.00	44.68
4387JN16*7	6/24/2016		June Rpr/Maint Suppl:NPMCSC	186.82	0.00	186.82
4387JN16*8	6/24/2016		June Rpr/Maint Suppl:TRPCC	61.05	0.00	61.05
4387JN16*9	6/24/2016		June Rpr/Maint Suppl:NPMCSC	65.75	0.00	65.75
4387JN16*10	6/24/2016		June Rpr/Maint Suppl:NPMCSC	65.09	0.00	65.09
4387JN16*11	6/24/2016		June Rpr/Maint Suppl:City Hall	97.46	0.00	97.46
4387JN16*12	6/24/2016		June Rpr/Maint Suppl:Sierra	25.06	0.00	25.06
4387JN16*13	6/24/2016		June Rpr/Maint Suppl:Shelter	22.88	0.00	22.88
4387JN16*14	6/24/2016		June Rpr/Maint Suppl:TRPCC	52.17	0.00	52.17
4387JN16*15	6/24/2016		June Rpr/Maint Suppl:Montanoso	62.61	0.00	62.61
4387JN16*16	6/24/2016		June Rpr/Maint Suppl:Montanoso	9.71	0.00	9.71
4387JN16*17	6/24/2016		June Rpr/Maint Suppl:TRPCC	36.89	0.00	36.89
4387JN16*18	6/24/2016		June Rpr/Maint Suppl:Shelter	83.72	0.00	83.72
4387JN16*19	6/24/2016		June Rpr/Maint Suppl:TRPCC	43.06	0.00	43.06
4387JN16*20	6/24/2016		June Rpr/Maint Suppl:Sierra	75.54	0.00	75.54
4387JN16*21	6/24/2016		June Rpr/Maint Suppl:Corp Yard	8.45	0.00	8.45
4387JN16*22	6/24/2016		June Rpr/Maint Suppl:Montanoso	102.49	0.00	102.49
4387JN16*23	6/24/2016		June Rpr/Maint Suppl:Shelter	241.95	0.00	241.95
				Check # 2804 Total:		25,839.63

**Check # 2805 Date 7/22/2016 Frank Ury**

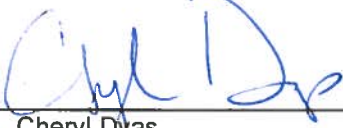
070416	7/18/2016		7/4 Mileage Reimb Exp	0.59	0.00	0.59
06182016	7/16/2016		6/18 Mileage Reimb Exp	3.56	0.00	3.56
				Check # 2805 Total:		4.15

TOTAL ALL ACCOUNTS PAYABLE CHECKS			359,445.61
7/22/2016 PAYROLL, CK #'S 315-337 INCLUDES DIRECT DEPOSIT AND PAYROLL TAX DEPOSITS			323,189.23
<b>GRAND TOTAL</b>			<b>\$682,634.84</b>

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/22/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
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I hereby certify and attest that the above listed demands are in accordance with the City's Budget, and, in accordance with Section 37202 of the Government Code, I certify and attest to the accuracy and availability of funds for the payment thereof.



Cheryl Dyas  
Director of Administrative Services





Meeting Date

8/23/2016

# AGENDA REPORT

**Prepared By:** Cheryl Dyas, Director of Administrative Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Check Register dated July 29, 2016 in the amount of \$684,499.39

**Recommended Action**

Ratify the accompanying check register.

**Executive Summary**

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. City Council Policy #300-4 authorizes the Director of Administrative Services to audit the demands prior to payment and calls for such checks to be issued on a weekly basis and the check register for each of the weekly pay cycles to be submitted to the City Council for ratification at the next regular Council meeting.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

**Fiscal Impact:**

<b>Amount Requested \$</b>						
<b>Sufficient Budgeted Funds Available?:</b>	<b>(If no, see attached fiscal analysis)</b>					
<b>Prog/Fund #</b>	<b>Category:</b>	<b>Pers.</b>	<b>Optg.</b>	<b>Cap.</b>	<b>-or- CIP#</b>	<b>Fund#</b>

**Previous Relevant Council Actions for This Item**

**October 22, 1990 – Approved Council policy 300-4**

**February 2, 2004 – Approved the revision of Council policy 300-4**

**Attachments**

Exhibit

**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/29/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285663 Date 7/29/2016 44 Oak Street Face Painting</b>						
FP08022016	7/27/2016		8/2 National Night Out Face Painting	250.00	0.00	250.00
Check # 285663 Total:						250.00
<b>Check # 285664 Date 7/29/2016 A.C. Landscape Inc.</b>						
00017823	7/8/2016	21700019	July Landscape/Irrig:Area #6	300.00	0.00	300.00
00017825	7/1/2016	21700019	July Landscape/Irrig:Area #9	327.43	0.00	327.43
00017806	7/5/2016	21700019	July Landscape/Irrig:Area #1	140.00	0.00	140.00
00017800	7/8/2016	21700019	July Landscape/Irrig:Area #1	800.00	0.00	800.00
00017787	7/1/2016	21700019	July Landscape/Irrig:Area #1	1,040.00	0.00	1,040.00
00017801	7/5/2016	21700019	July Landscape/Irrig:Area #1	1,280.00	0.00	1,280.00
00017811	7/6/2016	21700019	July Landscape/Irrig:Area #1	2,080.00	0.00	2,080.00
00017815	7/7/2016	21700019	July Landscape/Irrig:Area #1	1,280.00	0.00	1,280.00
00017817	7/8/2016	21700019	July Landscape/Irrig:Area #1	800.00	0.00	800.00
00017819	7/11/2016	21700019	July Landscape/Irrig:Area #1	1,280.00	0.00	1,280.00
00017822	7/12/2016	21700019	July Landscape/Irrig:Area #1	1,840.00	0.00	1,840.00
00017799	7/7/2016	21700019	July Landscape/Irrig:Area #6	1,040.00	0.00	1,040.00
00017814	7/7/2016	21700019	July Landscape/Irrig:Area #10	688.03	0.00	688.03
00017784	7/1/2016	21700019	July Landscape/Irrig:Area #3	1,040.00	0.00	1,040.00
00017792	7/5/2016	21700019	July Landscape/Irrig:Area #3	1,280.00	0.00	1,280.00
00017798	7/6/2016	21700019	July Landscape/Irrig:Area #3	1,040.00	0.00	1,040.00
00017804	7/7/2016	21700019	July Landscape/Irrig:Area #8	140.00	0.00	140.00
00017802	7/7/2016	21700019	July Landscape/Irrig:Area #8	300.00	0.00	300.00
00017796	7/7/2016	21700019	July Landscape/Irrig:Area #10	300.00	0.00	300.00
00017795	7/6/2016	21700019	July Landscape/Irrig:Area #8	300.00	0.00	300.00
00017788	7/5/2016	21700019	July Landscape/Irrig:Area #2	140.00	0.00	140.00
00017805	7/8/2016	21700019	July Landscape/Irrig:Area #2	140.00	0.00	140.00
00017797	7/6/2016	21700019	July Landscape/Irrig:Area #6	4,068.12	0.00	4,068.12
Check # 285664 Total:						21,643.58
<b>Check # 285665 Date 7/29/2016 AAA Awards &amp; Monogramming</b>						
16-370	7/13/2016		(8)Name Tags:Police Services	82.08	0.00	82.08
Check # 285665 Total:						82.08
<b>Check # 285666 Date 7/29/2016 Academic Chess Institute</b>						
4329	7/23/2016		7/11-7/14 Summer Knights Chess Day Camp	294.00	0.00	294.00
Check # 285666 Total:						294.00
<b>Check # 285667 Date 7/29/2016 Julie Anne Adamo</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	168.00	0.00	168.00
Check # 285667 Total:						168.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285668</b>	<b>Date 7/29/2016</b>	<b>Michelle Arenal</b>				
072216	7/22/2016		2WE 7/22 Aerobics Fee	160.00	0.00	160.00
				Check # 285668 Total:		160.00
<b>Check # 285669</b>	<b>Date 7/29/2016</b>	<b>Jenalyn Bartlett</b>				
73116	7/25/2016		7/31 Luau Lunch Entertainment	300.00	0.00	300.00
				Check # 285669 Total:		300.00
<b>Check # 285670</b>	<b>Date 7/29/2016</b>	<b>Baun, Julius</b>				
32571	7/26/2016		Permit #32571 Refund Deposit	50.00	0.00	50.00
				Check # 285670 Total:		50.00
<b>Check # 285671</b>	<b>Date 7/29/2016</b>	<b>Roxanne Bell</b>				
072216	7/22/2016		2WE 7/22 Aerobics Fee	45.00	0.00	45.00
				Check # 285671 Total:		45.00
<b>Check # 285672</b>	<b>Date 7/29/2016</b>	<b>Roxanne Bell</b>				
4400	7/21/2016		6/7-7/26 Ballet Barre Stretch	50.00	0.00	50.00
				Check # 285672 Total:		50.00
<b>Check # 285673</b>	<b>Date 7/29/2016</b>	<b>Susan E Benington</b>				
072216	7/22/2016		2WE 7/22 Aerobics Fee	80.00	0.00	80.00
				Check # 285673 Total:		80.00
<b>Check # 285674</b>	<b>Date 7/29/2016</b>	<b>Beverly Bevel</b>				
070616	7/6/2016		7/6 Customer Service Training Refreshments Reimb	23.96	0.00	23.96
				Check # 285674 Total:		23.96
<b>Check # 285675</b>	<b>Date 7/29/2016</b>	<b>Bitun, Ria Lou</b>				
32494	7/26/2016		Permit #32494 Refund Deposit	150.00	0.00	150.00
				Check # 285675 Total:		150.00
<b>Check # 285676</b>	<b>Date 7/29/2016</b>	<b>Mel Branham</b>				
635475	7/20/2016		7/20 Line Dance Inst	80.00	0.00	80.00
636124	7/27/2016		7/27 Line Dance Inst	64.00	0.00	64.00
				Check # 285676 Total:		144.00
<b>Check # 285677</b>	<b>Date 7/29/2016</b>	<b>Michele Brosch</b>				
072216	7/22/2016		2WE 7/22 Aerobics Fee	152.00	0.00	152.00
				Check # 285677 Total:		152.00
<b>Check # 285678</b>	<b>Date 7/29/2016</b>	<b>Bruno, Ksenija</b>				
629449	7/26/2016		Refund Course #4333 Cancellation	20.00	0.00	20.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285678	Total:	20.00
<b>Check # 285679</b>	<b>Date 7/29/2016</b>	<b>C &amp; D Electric</b>				
95611	7/13/2016	21700007	July Electrical Rpr:El Dorado Park	442.80	0.00	442.80
84065	7/11/2016	21700007	July Electrical Rpr:Trabuco Entrance Sign	145.00	0.00	145.00
				Check # 285679	Total:	587.80
<b>Check # 285680</b>	<b>Date 7/29/2016</b>	<b>Caesar's Appliance Service Inc.</b>				
176879	7/6/2016		7/6 Washer Rpr:Sierra	70.00	0.00	70.00
175588	4/14/2016		4/15 Washer Rpr:Montanoso	178.39	0.00	178.39
				Check # 285680	Total:	248.39
<b>Check # 285681</b>	<b>Date 7/29/2016</b>	<b>CalAtlantic Group, Inc.</b>				
127852	7/26/2016		Receipt #127852 Refund Issuance Error	135.73	0.00	135.73
				Check # 285681	Total:	135.73
<b>Check # 285682</b>	<b>Date 7/29/2016</b>	<b>California Park &amp; Recreation Society</b>				
023175*2016	5/19/2016		YE 8/17 Membership Dues:K Rattay	150.00	0.00	150.00
				Check # 285682	Total:	150.00
<b>Check # 285683</b>	<b>Date 7/29/2016</b>	<b>California State Disbursement Unit</b>				
072916	7/26/2016		7/29 Wage Withholding	393.00	0.00	393.00
				Check # 285683	Total:	393.00
<b>Check # 285684</b>	<b>Date 7/29/2016</b>	<b>California Yellow Cab</b>				
06108016	6/30/2016	21600117	June Prof Srvc: Dial-A-Taxi	6,420.00	0.00	6,420.00
				Check # 285684	Total:	6,420.00
<b>Check # 285685</b>	<b>Date 7/29/2016</b>	<b>Capistrano Roofing Inc</b>				
127549	7/26/2016		Receipt #127549 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285685	Total:	500.00
<b>Check # 285686</b>	<b>Date 7/29/2016</b>	<b>Capistrano Unified School District</b>				
162019	6/27/2016		Environmental Fair Bus Reimb:Bathgate	330.00	0.00	330.00
162020	6/27/2016		Environmental Fair Bus Reimb:Castille	1,120.00	0.00	1,120.00
162029	6/27/2016		Environmental Fair Bus Reimb:Viejo Elementary	560.00	0.00	560.00
				Check # 285686	Total:	2,010.00
<b>Check # 285687</b>	<b>Date 7/29/2016</b>	<b>Carrillo, Jackie</b>				
31359	7/26/2016		Permit #31359 Refund Deposit	350.00	0.00	350.00
				Check # 285687	Total:	350.00
<b>Check # 285688</b>	<b>Date 7/29/2016</b>	<b>CDW Government Inc.</b>				

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DMX6108	6/28/2016		(2)Computer Monitors:Dario and Hanes	645.20	0.00	645.20
				Check # 285688	Total:	645.20
<b>Check # 285689</b>	<b>Date 7/29/2016</b>		<b>Certified Roofing Specialists</b>			
127808	7/26/2016		Receipt #127808 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285689	Total:	500.00
<b>Check # 285690</b>	<b>Date 7/29/2016</b>		<b>Charles Abbott Associates Inc.</b>			
55928	7/21/2016		June Building Fees	179,653.80	0.00	179,653.80
				Check # 285690	Total:	179,653.80
<b>Check # 285691</b>	<b>Date 7/29/2016</b>		<b>Choe, Soomin</b>			
122122	7/26/2016		Receipt #122122 Refund C&D Deposit	750.00	0.00	750.00
				Check # 285691	Total:	750.00
<b>Check # 285692</b>	<b>Date 7/29/2016</b>		<b>Michael Cipolla</b>			
072216	7/22/2016		2WE 7/22 Aerobics Fee	152.00	0.00	152.00
				Check # 285692	Total:	152.00
<b>Check # 285693</b>	<b>Date 7/29/2016</b>		<b>CivilSource Inc.</b>			
1011-0652-1	7/13/2016	21600339	ME 6/30 Inspection Srvc:Residential Resurfacing	7,921.00	0.00	7,921.00
				Check # 285693	Total:	7,921.00
<b>Check # 285694</b>	<b>Date 7/29/2016</b>		<b>Commercial Door of Orange County Inc</b>			
20750	6/29/2016		6/29 Rpr/Maint:YAP	464.36	0.00	464.36
				Check # 285694	Total:	464.36
<b>Check # 285695</b>	<b>Date 7/29/2016</b>		<b>Computer Service Company</b>			
3921-9	7/5/2016	21600151	ME 6/30 Traffic Signal Maintenance	12,877.00	0.00	12,877.00
				Check # 285695	Total:	12,877.00
<b>Check # 285696</b>	<b>Date 7/29/2016</b>		<b>County of Orange</b>			
SC09689	7/18/2016		QE 9/30 Communication Charges	7,575.00	0.00	7,575.00
				Check # 285696	Total:	7,575.00
<b>Check # 285697</b>	<b>Date 7/29/2016</b>		<b>Cox Communications Inc.</b>			
0017601053756601JL16	6/21/2016		ME 7/20 Internet Srv:RACES	99.00	0.00	99.00
				Check # 285697	Total:	99.00
<b>Check # 285698</b>	<b>Date 7/29/2016</b>		<b>Kelley Crawford</b>			
072216	7/22/2016		2WE 7/22 Aerobics Fee	240.00	0.00	240.00
				Check # 285698	Total:	240.00
<b>Check # 285699</b>	<b>Date 7/29/2016</b>		<b>Culinary Kid Catering</b>			

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07202016-02	7/25/2016	21700048	Catering for Luau Luncheon	1,469.10	0.00	1,469.10
				Check # 285699	Total:	1,469.10
<b>Check # 285700</b>	<b>Date 7/29/2016</b>	<b>Casey Czapski</b>				
072516	7/25/2016		7/23 DJ Svcs:Family Luau Event	400.00	0.00	400.00
				Check # 285700	Total:	400.00
<b>Check # 285701</b>	<b>Date 7/29/2016</b>	<b>David Electric Inc</b>				
775	6/28/2016	21600364	Lighting Upgrade:Library	5,073.00	0.00	5,073.00
				Check # 285701	Total:	5,073.00
<b>Check # 285702</b>	<b>Date 7/29/2016</b>	<b>Candis Davis</b>				
635026	7/15/2016		7/14 Ballroom Dance Inst	52.00	0.00	52.00
635582	7/21/2016		7/21 Ballroom Dance Inst	44.00	0.00	44.00
				Check # 285702	Total:	96.00
<b>Check # 285703</b>	<b>Date 7/29/2016</b>	<b>Dell Computer Corporation</b>				
XK12XFDD4	7/17/2016		(2)R730/xd PCIe Riser Processors	95.28	0.00	95.28
				Check # 285703	Total:	95.28
<b>Check # 285704</b>	<b>Date 7/29/2016</b>	<b>Delta Nursery Inc</b>				
45446	7/11/2016		Misc Plants:Street Faire	2,527.20	0.00	2,527.20
45443	7/11/2016		Misc Plants:Area #2	2,019.60	0.00	2,019.60
1066	7/22/2016		Misc Plants:Areas 2 & 3	2,843.10	0.00	2,843.10
				Check # 285704	Total:	7,389.90
<b>Check # 285705</b>	<b>Date 7/29/2016</b>	<b>Demco</b>				
5906527	7/1/2016		Functional Supplies:Library	238.31	0.00	238.31
5908506	7/7/2016		Functional Supplies:Library	605.62	0.00	605.62
				Check # 285705	Total:	843.93
<b>Check # 285706</b>	<b>Date 7/29/2016</b>	<b>Denault's True Value Hardware</b>				
566260	7/18/2016		Misc Supplies:Sierra	34.75	0.00	34.75
				Check # 285706	Total:	34.75
<b>Check # 285707</b>	<b>Date 7/29/2016</b>	<b>Dion, Shirley</b>				
32987	7/26/2016		Permit #32987 Refund Deposit	50.00	0.00	50.00
				Check # 285707	Total:	50.00
<b>Check # 285708</b>	<b>Date 7/29/2016</b>	<b> DirecTV</b>				
28972891674	7/11/2016		ME 8/9 Cable TV:Animal Shelter	47.55	0.00	47.55
				Check # 285708	Total:	47.55
<b>Check # 285709</b>	<b>Date 7/29/2016</b>	<b>DM Color Express Inc</b>				

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
0580288-IN	7/19/2016		Misc Plants:Trail Area 8	1,313.01	0.00	1,313.01
0581374-IN	7/22/2016		Misc Plants:Pavion Park/Area 8	2,365.20	0.00	2,365.20
0581498-IN	7/22/2016		Misc Plants:Eagle Project NPMSCS	2,133.01	0.00	2,133.01
				Check # 285709 Total:		5,811.22
<b>Check # 285710 Date 7/29/2016 Dudek</b>						
20163557	7/12/2016	21500062	PE 6/24 Jeronimo Creek Habitat Restoration	697.71	0.00	697.71
				Check # 285710 Total:		697.71
<b>Check # 285711 Date 7/29/2016 Eguchi, Diane</b>						
32877	7/26/2016		Permit #32877 Refund Deposit	150.00	0.00	150.00
				Check # 285711 Total		150.00
<b>Check # 285712 Date 7/29/2016 Enomoto, Glenn</b>						
31967	7/26/2016		Permit #31967 Refund Deposit	278.00	0.00	278.00
				Check # 285712 Total:		278.00
<b>Check # 285713 Date 7/29/2016 Ilknur Erbas-White</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	228.00	0.00	228.00
				Check # 285713 Total:		228.00
<b>Check # 285714 Date 7/29/2016 Espiritu, Mary</b>						
32024	7/26/2016		Permit #32024 Refund Deposit	350.00	0.00	350.00
				Check # 285714 Total:		350.00
<b>Check # 285715 Date 7/29/2016 Fitzpatrick, Lorin</b>						
31837	7/26/2016		Permit #31837 Refund Deposit	150.00	0.00	150.00
				Check # 285715 Total:		150.00
<b>Check # 285716 Date 7/29/2016 Floyd, Steven</b>						
126479	7/26/2016		Receipt #126479 Refund C&D Deposit	750.00	0.00	750.00
				Check # 285716 Total:		750.00
<b>Check # 285717 Date 7/29/2016 Freedom Roofing</b>						
127892	7/26/2016		Receipt #127892 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285717 Total:		500.00
<b>Check # 285718 Date 7/29/2016 Suzy Galaz</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	550.00	0.00	550.00
				Check # 285718 Total:		550.00
<b>Check # 285719 Date 7/29/2016 Garcia, Debra</b>						
33078	7/26/2016		Permit #33078 Refund Deposit	25.00	0.00	25.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285719	Total:	25.00
<b>Check # 285720</b>	<b>Date 7/29/2016</b>	<b>The Gas Company</b>				
18317393934*JL16	7/21/2016		ME 7/19 Natural Gas:City Hall	535.16	0.00	535.16
00718342389*JL16	7/20/2016		ME 7/19 Natural Gas:Library	1,302.94	0.00	1,302.94
				Check # 285720	Total:	1,838.10
<b>Check # 285721</b>	<b>Date 7/29/2016</b>	<b>Green Angels Private Security</b>				
4556	6/17/2016	21600115	6/26 Security Guard:NPMCSC	64.00	0.00	64.00
				Check # 285721	Total:	64.00
<b>Check # 285722</b>	<b>Date 7/29/2016</b>	<b>Lisa Ann Groves</b>				
072016	7/20/2016		2WE 7/22 Aerobics Fee	92.00	0.00	92.00
				Check # 285722	Total:	92.00
<b>Check # 285723</b>	<b>Date 7/29/2016</b>	<b>Craig Buddy Hammon</b>				
072216	7/22/2016		2WE 7/22 Aerobics Fee	190.00	0.00	190.00
				Check # 285723	Total:	190.00
<b>Check # 285724</b>	<b>Date 7/29/2016</b>	<b>Hernandez, Maricela</b>				
31047	7/26/2016		Permit #31047 Refund Deposit	1,293.00	0.00	1,293.00
				Check # 285724	Total:	1,293.00
<b>Check # 285725</b>	<b>Date 7/29/2016</b>	<b>Home Depot</b>				
5422100	7/22/2016		Misc Supplies:Parks	37.70	0.00	37.70
				Check # 285725	Total:	37.70
<b>Check # 285726</b>	<b>Date 7/29/2016</b>	<b>Hoyt Roofs</b>				
125472	7/26/2016		Receipt #125472 Refund C&D Deposit	500.00	0.00	500.00
127202	7/26/2016		Receipt #127202 Refund C&D Deposit	500.00	0.00	500.00
126409	7/26/2016		Receipt #126409 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285726	Total:	1,500.00
<b>Check # 285727</b>	<b>Date 7/29/2016</b>	<b>Jamey Clark Inc</b>				
68027	7/18/2016	21700008	July Rpr/Maint:Various Loc	247.87	0.00	247.87
68026	7/18/2016	21700008	July Rpr/Maint:Various Parks	300.00	0.00	300.00
68019	7/15/2016	21700008	July Rpr/Maint:Christopher Park	99.45	0.00	99.45
68011	7/13/2016	21700008	July Rpr/Maint:Barcelona Park	441.28	0.00	441.28
68029	7/18/2016	21700008	July Rpr/Maint:World Cup	300.00	0.00	300.00
68025	7/15/2016	21700008	July Rpr/Maint:Oso Park	168.75	0.00	168.75
68017	7/15/2016	21700008	July Rpr/Maint:World Cup	147.35	0.00	147.35
68006	7/12/2016	21700008	July Rpr/Maint:Pacific Hills Park	253.13	0.00	253.13
68028	7/18/2016	21700008	July Rpr/Maint:Various Locations	1,885.00	0.00	1,885.00
68007	7/12/2016	21700008	July Rpr/Maint:NPMCSC	225.00	0.00	225.00



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				Check # 285727 Total:		4,067.83
<b>Check # 285728</b>	<b>Date 7/29/2016</b>	<b>Janine Robertson: Custodian Petty Cash</b>				
063016	7/25/2016		ME 6/30 Petty Cash Reimb	92.48	0.00	92.48
				Check # 285728 Total:		92.48
<b>Check # 285729</b>	<b>Date 7/29/2016</b>	<b>Jimeno, Beatriz Nina</b>				
125916	7/26/2016		Receipt #125916 Refund C&D Deposit	750.00	0.00	750.00
				Check # 285729 Total:		750.00
<b>Check # 285730</b>	<b>Date 7/29/2016</b>	<b>Johns Bridge Club</b>				
635294	7/18/2016		7/18 Duplicate Bridge Inst	268.80	0.00	268.80
635905	7/25/2016		7/25 Duplicate Bridge	337.60	0.00	337.60
				Check # 285730 Total:		606.40
<b>Check # 285731</b>	<b>Date 7/29/2016</b>	<b>Stephanie Keehn</b>				
32669	7/26/2016		Permit #32669 Refund Deposit	75.00	0.00	75.00
				Check # 285731 Total:		75.00
<b>Check # 285732</b>	<b>Date 7/29/2016</b>	<b>Landscape West Management Services Inc.</b>				
6105	6/30/2016	21600101	June Landscape Maint:Area 9	55,671.00	0.00	55,671.00
				Check # 285732 Total:		55,671.00
<b>Check # 285733</b>	<b>Date 7/29/2016</b>	<b>Jeannine E. Lattime</b>				
072216	7/22/2016		2WE 7/22 Aerobics Fee	190.00	0.00	190.00
				Check # 285733 Total:		190.00
<b>Check # 285734</b>	<b>Date 7/29/2016</b>	<b>Leslie's Swimming Pool Supplies</b>				
87-450305	3/21/2016		Mar Rpr/Maint Supplies:Marg Aqua	21.58	0.00	21.58
87-450999	4/1/2016		Apr Rpr/Maint Supplies:Marg Aqua	45.99	0.00	45.99
87-451326	4/5/2016		Credit:Returned Supplies	(844.55)	0.00	(844.55)
87-458377	6/29/2016		June Rpr/Maint Supplies:Marg Aqua	30.66	0.00	30.66
87-449787	3/14/2016		Mar Pool Chemicals:Marg Aqua	80.04	0.00	80.04
87-452861	4/27/2016		Apr Pool Chemicals:Marg Aqua	86.39	0.00	86.39
87-454930	5/25/2016		May Pool Chemicals:Marg Aqua	135.39	0.00	135.39
87-456285	6/8/2016		June Pool Chemicals:Marg Aqua	25.94	0.00	25.94
87-457525	6/21/2016		June Pool Chemicals:Marg Aqua	24.60	0.00	24.60
87-449788	3/14/2016		Mar Pool Chemicals:Montanoso	9.02	0.00	9.02
87-450444	3/23/2016		Mar Pool Chemicals:Montanoso	149.04	0.00	149.04
87-450810	3/29/2016		Mar Pool Chemicals:Sierra	66.26	0.00	66.26
87-452304	4/20/2016		Mar Pool Chemicals:Montanoso	9.22	0.00	9.22
87-452919	4/28/2016		Apr Pool Chemicals:Sierra	9.22	0.00	9.22
87-454943	5/25/2016		May Pool Chemicals:Sierra	36.08	0.00	36.08
87-455430	5/30/2016		May Pool Chemicals:Montanoso	9.22	0.00	9.22

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87-457452	6/20/2016		June Pool Chemicals:Montanoso	18.24	0.00	18.24
87-454931	5/25/2016		May Rpr/Maint Supplies:Sierra	123.11	0.00	123.11
87-457623	6/22/2016		June Pool Chemicals:Sierra	35.90	0.00	35.90
Check # 285734 Total:						71.35
<b>Check # 285735 Date 7/29/2016 Lindy Office Products</b>						
341120-0	7/18/2016	21700037	July Kitchen/Coffee Supplies	13.50	0.00	13.50
341126-0	7/18/2016	21700037	July Kitchen/Coffee Supplies	311.76	0.00	311.76
341127-0	7/18/2016	21700037	July Kitchen/Coffee Supplies	54.78	0.00	54.78
341129-0	7/18/2016	21700037	July Kitchen/Coffee Supplies	43.80	0.00	43.80
341130-0	7/18/2016	21700037	July Kitchen/Coffee Supplies	174.79	0.00	174.79
340345-0	7/11/2016		July Council Meeting Supplies	57.16	0.00	57.16
Check # 285735 Total:						655.79
<b>Check # 285736 Date 7/29/2016 Loreto, Stephen</b>						
32872	7/26/2016		Permit #32872 Refund Deposit	100.00	0.00	100.00
Check # 285736 Total:						100.00
<b>Check # 285737 Date 7/29/2016 David B Cuneo dba The Mad Platter</b>						
80216	7/12/2016		8/2 National Night Out DJ Services	450.00	0.00	450.00
Check # 285737 Total:						450.00
<b>Check # 285738 Date 7/29/2016 Martin Lock &amp; Safe Company</b>						
Q82089	7/6/2016		Duplicate Keys:Veh #540	34.73	0.00	34.73
Q82158	7/21/2016		Install Lock:Council Chamber	150.00	0.00	150.00
Q82171	7/22/2016		(3)Padlocks:Rec Centers	50.60	0.00	50.60
Q82172	7/22/2016		7/22 Rpr/Maint Supplies:Council Chamber	503.28	0.00	503.28
Check # 285738 Total:						738.61
<b>Check # 285739 Date 7/29/2016 Mattson Resources LLC</b>						
999901860	3/8/2013		March 2013 Candidate Testing	416.00	0.00	416.00
Check # 285739 Total:						416.00
<b>Check # 285740 Date 7/29/2016 Merchants Landscape Services Inc</b>						
48104	6/30/2016	21600068	June Landscape Maint:Area 8	2,180.00	0.00	2,180.00
47940	6/30/2016	21600065	June Landscape Maint:Area 1	29,696.21	0.00	29,696.21
48049	6/30/2016	21600065	June Landscape Maint:Area 1	788.04	0.00	788.04
48051	6/30/2016	21600065	June Landscape Maint:Area 1	236.13	0.00	236.13
48050	6/30/2016	21600065	June Landscape Maint:Area 1	2,725.00	0.00	2,725.00
48052	6/30/2016	21600065	June Landscape Maint:Area 1	560.00	0.00	560.00
47951	6/30/2016	21600068	June Landscape Maint:Area 8	42,000.00	0.00	42,000.00
48118	6/28/2016	21600050	June Landscape Maint:Area 7	7,300.00	0.00	7,300.00
47950	6/30/2016	21600050	June Landscape Maint:Area 7	29,472.00	0.00	29,472.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285740 Total:		114,957.38
<b>Check # 285741</b>	<b>Date 7/29/2016</b>	<b>Monogram Magic</b>				
50038	7/18/2016		(3)Shirts:SCAT	97.14	0.00	97.14
50040	7/18/2016		Tactical Polos & Caps:Police Srvc	491.31	0.00	491.31
				Check # 285741 Total:		588.45
<b>Check # 285742</b>	<b>Date 7/29/2016</b>	<b>Moulton Niguel Water</b>				
071516	7/15/2016		ME 7/11 Water:Parks	2,745.96	0.00	2,745.96
62631*JL16	7/15/2016		ME 7/11 Water:Library/City Hall	226.99	0.00	226.99
62630*JL16	7/15/2016		ME 7/11 Water:Library/City Hall	302.14	0.00	302.14
071516A	7/15/2016		ME 7/11 Water:MOSS	7,278.81	0.00	7,278.81
				Check # 285742 Total:		10,553.90
<b>Check # 285743</b>	<b>Date 7/29/2016</b>	<b>Musco Sports Lighting LLC</b>				
286119	7/12/2016		Athletic Field Lighting:YAP	425.00	0.00	425.00
				Check # 285743 Total:		425.00
<b>Check # 285744</b>	<b>Date 7/29/2016</b>	<b>MV Service Centers Inc.</b>				
9757	7/2/2016	21700039	July Rpr/Maint:Veh #101	42.95	0.00	42.95
9758	7/2/2016	21700039	July Rpr/Maint:Veh #301	42.95	0.00	42.95
9766	7/5/2016	21700039	July Rpr/Maint:Veh #402	63.62	0.00	63.62
9770	7/5/2016	21700039	July Rpr/Maint:Veh #804	248.53	0.00	248.53
9782	7/7/2016	21700039	July Rpr/Maint:Veh #410	20.00	0.00	20.00
9789	7/9/2016	21700039	July Rpr/Maint:Veh #403	441.54	0.00	441.54
9791	7/11/2016	21700039	July Rpr/Maint:Veh #804	62.50	0.00	62.50
9816	7/14/2016	21700039	July Rpr/Maint:Veh #409	547.66	0.00	547.66
9826	7/15/2016	21700039	July Rpr/Maint:Veh #402	94.52	0.00	94.52
9833	7/16/2016	21700039	July Rpr/Maint:Veh #101	42.95	0.00	42.95
9834	7/16/2016	21700039	July Rpr/Maint:Veh #301	42.95	0.00	42.95
9846	7/19/2016	21700039	July Rpr/Maint:Veh #804	390.00	0.00	390.00
				Check # 285744 Total:		2,040.17
<b>Check # 285745</b>	<b>Date 7/29/2016</b>	<b>Naran, Dilip</b>				
127321	7/26/2016		Receipt #127321 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285745 Total:		500.00
<b>Check # 285746</b>	<b>Date 7/29/2016</b>	<b>Niemela, Ursula</b>				
31839	7/26/2016		Permit #31839 Refund Deposit	250.00	0.00	250.00
				Check # 285746 Total:		250.00
<b>Check # 285747</b>	<b>Date 7/29/2016</b>	<b>NTT America Inc.</b>				
67276653	7/18/2016	21600158	July Website Hosting	1,245.00	0.00	1,245.00
				Check # 285747 Total:		1,245.00

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<b>Check # 285748</b>	<b>Date 7/29/2016</b>	<b>Armando Nunez</b>				
101	7/8/2016		Entertainment:Pacific Symphony	375.00	0.00	375.00
				Check # 285748 Total:		375.00
<b>Check # 285749</b>	<b>Date 7/29/2016</b>	<b>Office Depot Business Services Divsn 819</b>				
849670095001	7/8/2016		July Office Supplies:Marg Tennis	62.26	0.00	62.26
851157917001	7/15/2016		July Office Supplies:Library	67.13	0.00	67.13
				Check # 285749 Total:		129.39
<b>Check # 285750</b>	<b>Date 7/29/2016</b>	<b>Pacific Site Complements</b>				
16-0063	7/15/2016	21600330	Replacement Play Equipment:Minaya Park	14,326.20	0.00	14,326.20
				Check # 285750 Total:		14,326.20
<b>Check # 285751</b>	<b>Date 7/29/2016</b>	<b>PC Mall Gov Inc.</b>				
S97162410101	6/28/2016	21600336	(2)4TB Expansion Portable Device	247.69	0.00	247.69
				Check # 285751 Total:		247.69
<b>Check # 285752</b>	<b>Date 7/29/2016</b>	<b>PermaCard</b>				
135274	7/19/2016		Overdue Notices:Library	124.82	0.00	124.82
				Check # 285752 Total:		124.82
<b>Check # 285753</b>	<b>Date 7/29/2016</b>	<b>Joseph L Pollard IV</b>				
072216	7/22/2016		2WE 7/22 Aerobics Fee	320.00	0.00	320.00
				Check # 285753 Total:		320.00
<b>Check # 285754</b>	<b>Date 7/29/2016</b>	<b>Positive Concepts</b>				
0185127-IN	7/19/2016		(6)c's Receipt Paper:Library	339.93	0.00	339.93
				Check # 285754 Total:		339.93
<b>Check # 285755</b>	<b>Date 7/29/2016</b>	<b>Arthur William Ramirez</b>				
635406	7/19/2016		7/18 Photography Class	88.00	0.00	88.00
636015	7/26/2016		7/25 Photography Class	80.00	0.00	80.00
				Check # 285755 Total:		168.00
<b>Check # 285756</b>	<b>Date 7/29/2016</b>	<b>Red Wing Shoe Store</b>				
00408054942	7/18/2016		(1)Pr Work Boots:Hill	120.96	0.00	120.96
00408054961	7/19/2016		(1)Pr Work Boots:Villalobos	175.00	0.00	175.00
				Check # 285756 Total:		295.96
<b>Check # 285757</b>	<b>Date 7/29/2016</b>	<b>Resilient Communications Inc.</b>				
801557	7/11/2016	21600369	Cisco PRIME Licensing	16,308.00	0.00	16,308.00
				Check # 285757 Total:		16,308.00

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<b>Check # 285758</b>	<b>Date 7/29/2016</b>	<b>Romine, Mary</b>				
630348	7/26/2016		Refund Course #4333 Cancellation	10.00	0.00	10.00
				Check # 285758 Total:		10.00
<b>Check # 285759</b>	<b>Date 7/29/2016</b>	<b>Roy A. Martinez, Inc.</b>				
126149	7/26/2016		Receipt #126149 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285759 Total:		500.00
<b>Check # 285760</b>	<b>Date 7/29/2016</b>	<b>Roy Allan Slurry Seal Inc.</b>				
3787RETN	5/31/2016		CIP 838:Retention Release	37,078.64	0.00	37,078.64
				Check # 285760 Total:		37,078.64
<b>Check # 285761</b>	<b>Date 7/29/2016</b>	<b>Saddleback Valley Unified School District</b>				
071916	7/19/2016		Sponsorship Reconciliation - Bunny Days	2,050.00	0.00	2,050.00
				Check # 285761 Total:		2,050.00
<b>Check # 285762</b>	<b>Date 7/29/2016</b>	<b>San Diego Gas &amp; Electric</b>				
10262431864*JL16	7/21/2016		ME 7/7 Electric:MOSS	2,170.73	0.00	2,170.73
63817343050*JL16	7/18/2016		ME 7/12 Electric:Traffic Signals	3,215.15	0.00	3,215.15
				Check # 285762 Total:		5,385.88
<b>Check # 285763</b>	<b>Date 7/29/2016</b>	<b>Santa Margarita Water District</b>				
15540459535*JL16	7/8/2016		ME 7/7 Water:Shelter	428.94	0.00	428.94
15540459545*JL16	7/8/2016		ME 7/7 Water:Shelter	706.32	0.00	706.32
15540282705*JL16	7/14/2016		ME 7/7 Water:Shelter	644.10	0.00	644.10
071416	7/14/2016		ME 7/12 Water:MOSS	4,744.55	0.00	4,744.55
070816	7/8/2016		ME 7/7 Water:Parks	13,508.47	0.00	13,508.47
071116	7/11/2016		ME 7/6 Water:MOSS	2,201.66	0.00	2,201.66
				Check # 285763 Total:		22,234.04
<b>Check # 285764</b>	<b>Date 7/29/2016</b>	<b>Sedor, Diane</b>				
32400	7/26/2016		Permit #32400 Refund Deposit	50.00	0.00	50.00
				Check # 285764 Total:		50.00
<b>Check # 285765</b>	<b>Date 7/29/2016</b>	<b>Sherry Merrifield Custodian Petty Cash</b>				
071316*1	7/13/2016		ME 7/13 Petty Cash Reimb	26.99	0.00	26.99
071316*2	7/13/2016		ME 7/13 Petty Cash Reimb	57.05	0.00	57.05
071316*3	7/13/2016		ME 7/13 Petty Cash Reimb	62.23	0.00	62.23
071316*4	7/13/2016		ME 7/13 Petty Cash Reimb	99.92	0.00	99.92
071316*5	7/13/2016		ME 7/13 Petty Cash Reimb	44.57	0.00	44.57
071316*6	7/13/2016		ME 7/13 Petty Cash Reimb	7.01	0.00	7.01
				Check # 285765 Total:		297.77

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285766 Date 7/29/2016 Otto Smith</b>						
072516	7/25/2016		Refund Unused Dues	273.00	0.00	273.00
Check # 285766 Total:						273.00
<b>Check # 285767 Date 7/29/2016 SoCal Awards and Engraving</b>						
3368	7/18/2016		Flex League Trophies:Marg Tennis	234.58	0.00	234.58
Check # 285767 Total:						234.58
<b>Check # 285768 Date 7/29/2016 SoftwareOne Inc</b>						
US-PSI-504510	7/25/2016	21700045	YE 7/17 McAfee Vulnerability Manager Renewal	5,647.50	0.00	5,647.50
Check # 285768 Total:						5,647.50
<b>Check # 285769 Date 7/29/2016 Sonrise Roofing, Inc.</b>						
127555	7/26/2016		Receipt #127555 Refund C&D Deposit	500.00	0.00	500.00
Check # 285769 Total:						500.00
<b>Check # 285770 Date 7/29/2016 Southern California Edison</b>						
2014161343*JL16	7/16/2016		ME 7/14 Electric:Traffic Signals	4,119.23	0.00	4,119.23
2117614776*JL16	7/15/2016		ME 7/14 Electric:MOSS	24.44	0.00	24.44
2301889184*JL16	7/14/2016		ME 7/12 Electric:Parks	252.99	0.00	252.99
2299329136*JL16	7/14/2016		ME 7/12 Electric:NPMCSC	3,667.90	0.00	3,667.90
2232371138*JL16	7/19/2016		ME 7/15 Electric:NPMCSC	4,608.43	0.00	4,608.43
2290071687*JL16	7/22/2016		ME 7/21 Electric:MOSS	23.67	0.00	23.67
Check # 285770 Total:						12,696.66
<b>Check # 285771 Date 7/29/2016 Southern Computer Warehouse Inc</b>						
IN-000357490	7/13/2016		(1)Canon Toner Cartridge	95.49	0.00	95.49
IN-000357998	7/21/2016		(8)Canon Toner Cartridges	2,317.77	0.00	2,317.77
Check # 285771 Total:						2,413.26
<b>Check # 285772 Date 7/29/2016 Spectrum Signs</b>						
131876	7/20/2016		(12)Surveillance Signs:Various Parking Lots	456.14	0.00	456.14
131873	7/7/2016		(22)Signs:Library	406.52	0.00	406.52
Check # 285772 Total:						862.66
<b>Check # 285773 Date 7/29/2016 Stantec Consulting Services Inc</b>						
1071680	7/15/2016	21600084	PE 6/24 Prof Svcs:Oso Pkwy/I-5 Study	481.25	0.00	481.25
Check # 285773 Total:						481.25
<b>Check # 285774 Date 7/29/2016 Maria Cristina Stiefel</b>						
071516	7/18/2016		WE 7/15 Arthritis Exercise Inst	160.00	0.00	160.00
072216	7/22/2016		WE 7/22 Arthritis Class Inst	240.00	0.00	240.00

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Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285774 Total:		400.00
<b>Check # 285775</b>	<b>Date 7/29/2016</b>	<b>Melisa Ann Stoner</b>				
072216	7/22/2016		2WE 7/22 Aerobics Fee	640.00	0.00	640.00
				Check # 285775 Total:		640.00
<b>Check # 285776</b>	<b>Date 7/29/2016</b>	<b>Sudduth Construction</b>				
125579	7/26/2016		Receipt #125579 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285776 Total:		500.00
<b>Check # 285777</b>	<b>Date 7/29/2016</b>	<b>Tecta America Southern California</b>				
125713	7/26/2016		Refund Overcharge of Permit #114214	7,197.00	0.00	7,197.00
125713A	7/26/2016		Receipt #125713 Refund C&D Deposit	500.00	0.00	500.00
				Check # 285777 Total:		7,697.00
<b>Check # 285778</b>	<b>Date 7/29/2016</b>	<b>Mark Thorndyke</b>				
053016	5/30/2016		5/26 Misc Exp Reimb	50.22	0.00	50.22
				Check # 285778 Total:		50.22
<b>Check # 285779</b>	<b>Date 7/29/2016</b>	<b>Unique Management Services Inc.</b>				
430058	7/1/2016	21600026	June Placements:Library	98.45	0.00	98.45
				Check # 285779 Total:		98.45
<b>Check # 285780</b>	<b>Date 7/29/2016</b>	<b>United States Postal Service</b>				
072516	7/25/2016		Postage Meter Reset	7,000.00	0.00	7,000.00
				Check # 285780 Total:		7,000.00
<b>Check # 285781</b>	<b>Date 7/29/2016</b>	<b>United States Postal Service</b>				
19185	7/21/2016		Postage for Fall Edition of MV Life	5,884.00	0.00	5,884.00
				Check # 285781 Total:		5,884.00
<b>Check # 285782</b>	<b>Date 7/29/2016</b>	<b>Van Tilborg, Kim F.</b>				
33044	7/26/2016		Permit #33044 Refund Deposit	149.00	0.00	149.00
				Check # 285782 Total:		149.00
<b>Check # 285783</b>	<b>Date 7/29/2016</b>	<b>Verizon Wireless</b>				
9768433627	7/10/2016		ME 7/10 Comm Development iPad Data	76.02	0.00	76.02
				Check # 285783 Total:		76.02
<b>Check # 285784</b>	<b>Date 7/29/2016</b>	<b>Visual Information Systems Company</b>				
16317	6/23/2016	21700021	July Rpr/Maint:Electronic Sign	404.00	0.00	404.00
				Check # 285784 Total:		404.00
<b>Check # 285785</b>	<b>Date 7/29/2016</b>	<b>Vology Inc</b>				

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INV405104	7/25/2016		YE 8/17 RedHat Enterprise Renewal	1,040.70	0.00	1,040.70
				Check # 285785	Total:	1,040.70
<b>Check # 285786 Date 7/29/2016 Katie Wilcox</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	40.00	0.00	40.00
				Check # 285786	Total:	40.00
<b>Check # 285787 Date 7/29/2016 Eric Winter</b>						
2619	6/30/2016	21600073	MVTV Production Services; Nadadores PSA	1,630.00	0.00	1,630.00
				Check # 285787	Total:	1,630.00
<b>Check # 285788 Date 7/29/2016 WM Vandergeest Landscape Care Inc</b>						
11265	6/30/2016	21600014	June Landscape Maint:Area 10	11,294.00	0.00	11,294.00
11298	6/30/2016	21600013	June Landscape Maint:Area 3	2,873.24	0.00	2,873.24
11232	7/5/2016	21600013	June Landscape Maint:Area 3	32,243.87	0.00	32,243.87
				Check # 285788	Total:	46,411.11
<b>Check # 285789 Date 7/29/2016 Wendy Woerz</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	200.00	0.00	200.00
				Check # 285789	Total:	200.00
<b>Check # 285790 Date 7/29/2016 Wood, Gayle</b>						
103	6/29/2016		Marine Adopt Supplies & Postage Reimb	478.81	0.00	478.81
				Check # 285790	Total:	478.81
<b>Check # 285791 Date 7/29/2016 Jane Zeiger</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	76.00	0.00	76.00
				Check # 285791	Total:	76.00
<b>Check # 2806 Date 7/29/2016 Gia A Anderson</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	80.00	0.00	80.00
				Check # 2806	Total:	80.00
<b>Check # 2807 Date 7/29/2016 Ashley Blair</b>						
072016	7/20/2016		ME 6/30 Mileage Reimb	37.26	0.00	37.26
				Check # 2807	Total:	37.26
<b>Check # 2808 Date 7/29/2016 Donna Gowen-Moon</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	418.00	0.00	418.00
				Check # 2808	Total:	418.00
<b>Check # 2809 Date 7/29/2016 Jason Harnett</b>						



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072016	7/20/2016		ME 7/20 Tennis Comm:Marg Tennis/Felipe	4,338.77	0.00	4,338.77
063016	6/30/2016		2WE 6/30 Tennis Comm:Marg Tennis/Felipe	2,329.20	0.00	2,329.20
				Check # 2809 Total:		6,667.97
<b>Check # 2810 Date 7/29/2016 Ashley Nacole Johnson</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	1,260.00	0.00	1,260.00
				Check # 2810 Total:		1,260.00
<b>Check # 2811 Date 7/29/2016 Ann Doris Klein</b>						
4337	7/27/2016		7/11-8/1 Fine Arts Painting Inst	350.00	0.00	350.00
				Check # 2811 Total		350.00
<b>Check # 2812 Date 7/29/2016 Amy Pence</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	38.00	0.00	38.00
				Check # 2812 Total:		38.00
<b>Check # 2813 Date 7/29/2016 Cynthia L Price</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	47.50	0.00	47.50
				Check # 2813 Total:		47.50
<b>Check # 2814 Date 7/29/2016 Hannah Raes</b>						
072016	7/20/2016		ME 7/20 Tennis Comm:Felipe	1,460.40	0.00	1,460.40
063016	6/30/2016		2WE 6/30 Tennis Comm:Marg Tennis/Felipe	552.80	0.00	552.80
				Check # 2814 Total:		2,013.20
<b>Check # 2815 Date 7/29/2016 John Sangveraphunsiri</b>						
063016	6/30/2016		WE 6/30 Tennis Commission	2,511.52	0.00	2,511.52
072016	7/20/2016		2WE 7/20 Tennis Commission	4,833.26	0.00	4,833.26
072916	7/26/2016		7/29 Wage Withholding	(393.00)	0.00	(393.00)
				Check # 2815 Total:		6,951.78
<b>Check # 2816 Date 7/29/2016 Peggy Summerville</b>						
072216	7/22/2016		2WE 7/22 Aerobics Fee	506.00	0.00	506.00
				Check # 2816 Total:		506.00
<b>Check # 2817 Date 7/29/2016 U.S. Bank</b>						
3808JN16*1	6/24/2016		Credit:Returned Supplies	(81.37)	0.00	(81.37)
3808JN16*2	6/24/2016		Summer Camp Supplies	31.21	0.00	31.21
3808JN16*3	6/24/2016		Summer Camp Supplies	29.39	0.00	29.39
3808JN16*4	6/24/2016		Summer Camp Supplies	28.50	0.00	28.50
3808JN16*5	6/24/2016		Summer Camp Supplies	16.99	0.00	16.99
3808JN16*6	6/24/2016		Summer Camp Supplies	31.96	0.00	31.96

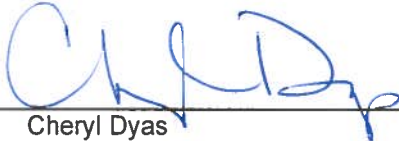
**City of Mission Viejo**  
**Check Register**  
**Week Ending 7/29/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
3808JN16*7	6/24/2016		Summer Camp Supplies	14.95	0.00	14.95
3808JN16*8	6/24/2016		Summer Camp Supplies	32.90	0.00	32.90
3808JN16*9	6/24/2016		In-Service Training Supplies	64.69	0.00	64.69
3808JN16*10	6/24/2016		Summer Camp Supplies	101.42	0.00	101.42
				Check # 2817 Total:		270.64

TOTAL ALL ACCOUNTS PAYABLE CHECKS 684,499.39

GRAND TOTAL \$684,499.39

I hereby certify and attest that the above listed demands are in accordance with the City's Budget, and, in accordance with Section 37202 of the Government Code, I certify and attest to the accuracy and availability of funds for the payment thereof.

  
 Cheryl Dyas  
 Director of Administrative Services



# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Cheryl Dyas, Director of Administrative Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Check Register dated August 5, 2016 in the amount of \$1,206,920.37

**Recommended Action**

Ratify the accompanying check register.

**Executive Summary**

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. City Council Policy #300-4 authorizes the Director of Administrative Services to audit the demands prior to payment and calls for such checks to be issued on a weekly basis and the check register for each of the weekly pay cycles to be submitted to the City Council for ratification at the next regular Council meeting.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

**Fiscal Impact:**

**Amount Requested \$**

**Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)**

**Prog/Fund #      Category: Pers. NO Optg. NO Cap. NO -or- CIP#      Fund#**

**Previous Relevant Council Actions for This Item**

**October 22, 1990 – Approved Council policy 300-4**

**February 2, 2004 – Approved the revision of Council policy 300-4**

**Attachments**

Exhibit

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285792</b>	<b>Date 8/5/2016</b>	<b>AAA Awards &amp; Monogramming</b>				
16-379	8/3/2016		Appreciation Plate:NewMyer	24.30	0.00	24.30
				Check # 285792 Total:		24.30
<b>Check # 285793</b>	<b>Date 8/5/2016</b>	<b>Accela Inc</b>				
INV-ACC21618	7/21/2016	21700075	YE 9/17 Government Outreach Renewal	14,043.00	0.00	14,043.00
				Check # 285793 Total:		14,043.00
<b>Check # 285794</b>	<b>Date 8/5/2016</b>	<b>Action Duct Cleaning Co Inc</b>				
48072	7/14/2016	21600370	7/14 HVAC Rpr/Maint:Animal Shelter	1,250.00	0.00	1,250.00
				Check # 285794 Total:		1,250.00
<b>Check # 285795</b>	<b>Date 8/5/2016</b>	<b>Alliant Insurance Services Inc.</b>				
485633	7/1/2016		YE 7/17 Fiduciary Liab Insurance	2,267.00	0.00	2,267.00
				Check # 285795 Total:		2,267.00
<b>Check # 285796</b>	<b>Date 8/5/2016</b>	<b>American Red Cross</b>				
10466780	7/13/2016		(48)Epi Pen Certificates:Rec Centers	368.00	0.00	368.00
				Check # 285796 Total:		368.00
<b>Check # 285797</b>	<b>Date 8/5/2016</b>	<b>AmeriNational Community Services Inc</b>				
16-01211	7/20/2016	21600076	June Monthly Service Fee	233.75	0.00	233.75
				Check # 285797 Total:		233.75
<b>Check # 285798</b>	<b>Date 8/5/2016</b>	<b>Animal Medical Ctr Spay/Neuter Clinic Inc</b>				
101945	7/28/2016		July Veterinary Srvcs	127.50	0.00	127.50
101726	7/20/2016		July Veterinary Srvcs	123.75	0.00	123.75
				Check # 285798 Total:		251.25
<b>Check # 285799</b>	<b>Date 8/5/2016</b>	<b>AT&amp;T</b>				
000008355831	7/19/2016		ME 7/18 Phones:Library	320.61	0.00	320.61
				Check # 285799 Total:		320.61
<b>Check # 285800</b>	<b>Date 8/5/2016</b>	<b>Brodart Company</b>				
442280	7/15/2016		Functional Supplies:Library	204.59	0.00	204.59
				Check # 285800 Total:		204.59
<b>Check # 285801</b>	<b>Date 8/5/2016</b>	<b>C &amp; D Electric</b>				
33075K02A	7/26/2016	21700007	July Electrical Rpr:Craycraft Park	22,771.60	0.00	22,771.60
				Check # 285801 Total:		22,771.60
<b>Check # 285802</b>	<b>Date 8/5/2016</b>	<b>C Specialties Inc</b>				
122513	7/21/2016		July Shelter Supplies	375.74	0.00	375.74

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285802 Total:		375.74
<b>Check # 285803</b>	<b>Date 8/5/2016</b>	<b>Challenger Sports</b>				
4290	6/27/2016		Challenger Sports Summer Camp	588.00	0.00	588.00
4291	7/25/2016		Challenger Sports Summer Camp - Age 7 to 16	980.00	0.00	980.00
4293	7/25/2016		Challenger Sports Summer Camp - First Kicks	297.50	0.00	297.50
				Check # 285803 Total:		1,865.50
<b>Check # 285804</b>	<b>Date 8/5/2016</b>	<b>Charles Abbott Associates Inc.</b>				
55927	6/30/2016		June Building and Safety Services	2,970.00	0.00	2,970.00
				Check # 285804 Total:		2,970.00
<b>Check # 285805</b>	<b>Date 8/5/2016</b>	<b>Adam Cheo</b>				
071616	7/16/2016		WE 7/15 Mileage & Misc Exp Reimb	48.04	0.00	48.04
				Check # 285805 Total:		48.04
<b>Check # 285806</b>	<b>Date 8/5/2016</b>	<b>Control Air Conditioning Service Corp</b>				
3024720	4/29/2016	21600233	4/29 HVAC Rpr/Maint:Montanoso	786.00	0.00	786.00
				Check # 285806 Total:		786.00
<b>Check # 285807</b>	<b>Date 8/5/2016</b>	<b>County of Orange</b>				
SC09647	7/4/2016		QE 6/30 Communication Charges	11,168.40	0.00	11,168.40
				Check # 285807 Total:		11,168.40
<b>Check # 285808</b>	<b>Date 8/5/2016</b>	<b>Cox Communications Inc.</b>				
052986501*AG16	7/17/2016		ME 8/16 Cable:Montanoso	236.97	0.00	236.97
7601052988901*AG16	7/19/2016		ME 8/19 Cable:Sierra	243.83	0.00	243.83
				Check # 285808 Total:		480.80
<b>Check # 285809</b>	<b>Date 8/5/2016</b>	<b>Demco</b>				
5916037	7/18/2016		Functional Supplies:Library	404.68	0.00	404.68
				Check # 285809 Total:		404.68
<b>Check # 285810</b>	<b>Date 8/5/2016</b>	<b>Denault's True Value Hardware</b>				
566303	7/30/2016		Misc Supplies:Village Green	175.08	0.00	175.08
565745	1/13/2016		Credit:Returned Supplies	(14.56)	0.00	(14.56)
565678	12/23/2015		Misc Supplies:OCSD	49.92	0.00	49.92
565830	2/9/2016		Misc Supplies:OCSD	21.44	0.00	21.44
				Check # 285810 Total:		231.88
<b>Check # 285811</b>	<b>Date 8/5/2016</b>	<b>Design Within Reach</b>				
S00996777	7/6/2016	21600338	Replace Broken Park Furniture:Pavion & NPMCSC	3,384.46	0.00	3,384.46

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285811 Total		3,384.46
<b>Check # 285812</b>	<b>Date 8/5/2016</b>	<b>DirecTV</b>				
29036266524	7/19/2016		ME 8/17 Cable TV:Library	61.55	0.00	61.55
29084066265	7/25/2006		ME 8/23 Cable TV:NPMCSC	78.54	0.00	78.54
29073382894	7/24/2016		ME 8/22 Cable TV:NPMCSC	165.54	0.00	165.54
				Check # 285812 Total:		305.63
<b>Check # 285813</b>	<b>Date 8/5/2016</b>	<b>DM Color Express Inc</b>				
0582533-IN	7/27/2016		Misc Plants:Pacific Symphony	397.44	0.00	397.44
0583048-IN	7/29/2016		Misc Plants:Areas 2 & 3	2,532.61	0.00	2,532.61
0583053-IN	7/29/2016		Misc Plants:Pacific Symphony	1,725.84	0.00	1,725.84
				Check # 285813 Total:		4,655.89
<b>Check # 285814</b>	<b>Date 8/5/2016</b>	<b>Documedia Group</b>				
99963	7/25/2016		Rec Center Registration Forms	449.81	0.00	449.81
				Check # 285814 Total:		449.81
<b>Check # 285815</b>	<b>Date 8/5/2016</b>	<b>Documedia Group</b>				
99944	7/21/2016		Business Cards:Rodriguez	28.62	0.00	28.62
99945	7/21/2016		Business Cards:OCSD	204.50	0.00	204.50
				Check # 285815 Total:		233.12
<b>Check # 285816</b>	<b>Date 8/5/2016</b>	<b>Jason Duran</b>				
080316	8/3/2016		National Night Out Exp Reimb	166.28	0.00	166.28
				Check # 285816 Total:		166.28
<b>Check # 285817</b>	<b>Date 8/5/2016</b>	<b>EcoNomics Inc.</b>				
GB-13	8/1/2016	21500184	ME 7/31 Green Business Program	717.01	0.00	717.01
				Check # 285817 Total:		717.01
<b>Check # 285818</b>	<b>Date 8/5/2016</b>	<b>Efficient X-Ray Inc.</b>				
276648	7/20/2016		July Bio-Hazard Disposal:Shelter	75.00	0.00	75.00
				Check # 285818 Total:		75.00
<b>Check # 285819</b>	<b>Date 8/5/2016</b>	<b>Farmers State Bank of Hartland</b>				
080116	8/1/2016		Housing Rehab Loan:Adamson	25,000.00	0.00	25,000.00
				Check # 285819 Total:		25,000.00
<b>Check # 285820</b>	<b>Date 8/5/2016</b>	<b>Aumee Frey</b>				
063016	6/30/2016		WE 6/28 Mileage Reimb	4.10	0.00	4.10
				Check # 285820 Total:		4.10
<b>Check # 285821</b>	<b>Date 8/5/2016</b>	<b>The Gas Company</b>				

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
07010826001*JL16	7/21/2016		ME 7/19 Natural Gas:Montanoso	368.39	0.00	368.39
Check # 285821 Total:						368.39
<b>Check # 285822 Date 8/5/2016 Southern California Gas Company</b>						
06160842537*JL16	7/22/2016		ME 7/20 Natural Gas:Sierra	500.29	0.00	500.29
19600831002*JL16	7/22/2016		ME 7/20 Natural Gas:Shelter	189.42	0.00	189.42
Check # 285822 Total:						689.71
<b>Check # 285823 Date 8/5/2016 Gillis + Panichapan Architects, Inc.</b>						
106829J	8/1/2016	21600343	Animal Shelter Expansion Design Services	3,350.57	0.00	3,350.57
106830J	8/1/2016	21700067	Animal Shelter Expansion Construction Docs & Specs	35,505.00	0.00	35,505.00
Check # 285823 Total:						38,855.57
<b>Check # 285824 Date 8/5/2016 Green Angels Private Security</b>						
4573	7/17/2016	21700062	2WE 7/16 Security Guard:NPMCSC	768.00	0.00	768.00
4572	7/17/2016	21700064	7/11 Security Guard:NPMCSC	64.00	0.00	64.00
4571	7/17/2016	21700064	7/9 Security Guard:NPMCSC	128.00	0.00	128.00
4570	7/17/2016	21700064	7/8 Security Guard:NPMCSC	96.00	0.00	96.00
4569	7/17/2016	21700064	7/6 Security Guard:NPMCSC	256.00	0.00	256.00
4568	7/17/2016	21700064	7/3 Security Guard:NPMCSC	64.00	0.00	64.00
4567	7/17/2016	21700064	7/2 Security Guard:NPMCSC	96.00	0.00	96.00
4566	7/17/2016	21700064	7/2 Security Guard:NPMCSC	224.00	0.00	224.00
4565	7/17/2016	21700064	7/1 Security Guard:NPMCSC	48.00	0.00	48.00
Check # 285824 Total:						1,744.00
<b>Check # 285825 Date 8/5/2016 Hirsch Pipe &amp; Supply Co.</b>						
4904498	7/26/2016		July Janitorial Supplies:Various Parks	2,304.57	0.00	2,304.57
Check # 285825 Total:						2,304.57
<b>Check # 285826 Date 8/5/2016 Home Depot</b>						
1974917	7/26/2016		Misc Supplies:Area 8	143.39	0.00	143.39
0974945	7/27/2016		Misc Supplies:Village Green	43.30	0.00	43.30
0975010	7/27/2016		Misc Supplies:Public Services	107.64	0.00	107.64
8431619	7/29/2016		Misc Supplies:Pacific Symphony	293.63	0.00	293.63
9970061	7/28/2016		Misc Supplies:Area 8	197.15	0.00	197.15
Check # 285826 Total:						785.11
<b>Check # 285827 Date 8/5/2016 JMJ Construction</b>						
1 CIP 305	7/27/2016	21600362	PE 7/31 El Dorado Park Playground Renovations	69,015.00	0.00	69,015.00
1 CIP 305 R	7/27/2016		CIP 305:Retention Payable	(3,450.75)	0.00	(3,450.75)
Check # 285827 Total:						65,564.25

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285828 Date 8/5/2016 Johns Bridge Club</b>						
639118	8/1/2016		8/1 Duplicate Bridge Class Inst	319.20	0.00	319.20
Check # 285828 Total:						319.20
<b>Check # 285829 Date 8/5/2016 April Kaiser</b>						
072516	7/25/2016		Refund Tennis Camp Fees	184.00	0.00	184.00
Check # 285829 Total:						184.00
<b>Check # 285830 Date 8/5/2016 Lei Jes Catering</b>						
073116	7/31/2016		Catering for Wall of Recognition Cermony	637.88	0.00	637.88
Check # 285830 Total:						637.88
<b>Check # 285831 Date 8/5/2016 Leslie's Swimming Pool Supplies</b>						
87-459132	7/5/2016		July Pool Chemicals:Montanoso	46.12	0.00	46.12
87-459134	7/5/2016		July Pool Chemicals:Sierra	110.78	0.00	110.78
87-459181	7/5/2016		July Pool Chemicals:Sierra	55.34	0.00	55.34
Check # 285831 Total:						212.24
<b>Check # 285832 Date 8/5/2016 Lindy Office Products</b>						
341125-0	7/18/2016		July Coffee/Kitchen Suppl:Library	37.76	0.00	37.76
342743-0	7/27/2016		July Council Mtg Supplies	43.70	0.00	43.70
Check # 285832 Total:						81.46
<b>Check # 285833 Date 8/5/2016 Lozano Smith LLP</b>						
2006638	7/12/2016		June Legal Svcs:Administrative Services	10,525.45	0.00	10,525.45
Check # 285833 Total:						10,525.45
<b>Check # 285834 Date 8/5/2016 Mars Events</b>						
AB-7-30-16-MV	7/28/2016		Caricature Artist:Pacific Symphony	1,875.00	0.00	1,875.00
Check # 285834 Total:						1,875.00
<b>Check # 285835 Date 8/5/2016 Mike Linares Inc</b>						
June2016	7/20/2016	21600184	June CDBG Program	2,205.00	0.00	2,205.00
Check # 285835 Total:						2,205.00
<b>Check # 285836 Date 8/5/2016 Mission Hills Pet Care Center</b>						
4918	7/29/2016		July Veterinary Svcs	729.21	0.00	729.21
Check # 285836 Total:						729.21
<b>Check # 285837 Date 8/5/2016 Mission Park Pet Hospital</b>						
234964	7/26/2016		July Veterinary Svcs	186.00	0.00	186.00
234830	7/15/2016		July Veterinary Svcs	139.50	0.00	139.50



**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
				Check # 285837 Total:		325.50
<b>Check # 285838</b>	<b>Date 8/5/2016</b>	<b>Mobile Mini LLC</b>				
9000247487	5/3/2016	21600111	May Storage Rental:Marg Aqua	192.29	0.00	192.29
9000247486	5/3/2016	21600111	May Storage Rental:Marg Aqua	192.29	0.00	192.29
				Check # 285838 Total:		384.58
<b>Check # 285839</b>	<b>Date 8/5/2016</b>	<b>Monaghan, Kathryn</b>				
30450	7/3/2015		Permit #30450 Refund Deposit	150.00	0.00	150.00
				Check # 285839 Total:		150.00
<b>Check # 285840</b>	<b>Date 8/5/2016</b>	<b>Moulton Niguel Water</b>				
62279*JL16	7/15/2016		ME 7/11 Water:Sierra	418.62	0.00	418.62
				Check # 285840 Total:		418.62
<b>Check # 285841</b>	<b>Date 8/5/2016</b>	<b>Moulton Niguel Water</b>				
62341*JL16	7/15/2016		ME 7/11 Water:Montanoso	608.79	0.00	608.79
62342*JL16	7/15/2016		ME 7/11 Water:Montanoso	75.66	0.00	75.66
				Check # 285841 Total:		684.45
<b>Check # 285842</b>	<b>Date 8/5/2016</b>	<b>Nichols Consulting Engineers Chtd</b>				
140103003	7/18/2016	21600322	PE 7/8 2016 Pavement Management Program	11,220.00	0.00	11,220.00
				Check # 285842 Total:		11,220.00
<b>Check # 285843</b>	<b>Date 8/5/2016</b>	<b>Office Depot Business Services Divsn 819</b>				
850935543001	7/14/2016		July Office/Kitchen Supplies:Sierra	65.03	0.00	65.03
				Check # 285843 Total:		65.03
<b>Check # 285844</b>	<b>Date 8/5/2016</b>	<b>On Target</b>				
RH16135-D	7/22/2016	21600331	Sierra Camera Cabling	3,974.85	0.00	3,974.85
				Check # 285844 Total:		3,974.85
<b>Check # 285845</b>	<b>Date 8/5/2016</b>	<b>One Stop Pool Pros 1, Inc</b>				
49633	7/11/2016	21700077	7/11 Pool Rpr/Maint:Sierra	65.00	0.00	65.00
49331	7/1/2016	21700077	July Pool Rpr/Maint:Various Locations	17,500.00	0.00	17,500.00
50101	7/28/2016	21700077	7/27 Pool Rpr/Maint:Sierra	185.00	0.00	185.00
				Check # 285845 Total:		17,750.00
<b>Check # 285846</b>	<b>Date 8/5/2016</b>	<b>PAPA</b>				
091316	7/28/2016		9/13 Seminar Reg:Mackey	80.00	0.00	80.00
				Check # 285846 Total:		80.00
<b>Check # 285847</b>	<b>Date 8/5/2016</b>	<b>Paradise Drinking Water</b>				

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
526956	8/3/2016		2WE 8/3 Water:Shelter	69.05	0.00	69.05
521073	7/20/2016		2WE 7/20 Water:Shelter	52.70	0.00	52.70
516068	7/18/2016		2WE 7/6 Water:Shelter	61.60	0.00	61.60
Check # 285847 Total:						183.35
<b>Check # 285848 Date 8/5/2016 PC Mall Gov Inc.</b>						
S96948100102	6/20/2016	21600336	(1)iPad Pro 128GB	945.85	0.00	945.85
S96948100101	6/16/2016	21600336	(1)iPad Pro 9.7" 32GB & (1)iPad Air 2 64GB	1,096.81	0.00	1,096.81
S96948070101	6/15/2016	21600336	(1)4TB Portable Device	218.57	0.00	218.57
S96948050101	6/21/2016	21600336	(1)4GB Laptop Ram	1,041.01	0.00	1,041.01
S96968620101	6/20/2016	21600336	(3)Microsoft Surface Pro 4	4,906.88	0.00	4,906.88
S96667260102	6/22/2016		(5)Phone Covers	220.72	0.00	220.72
S96667260101	5/31/2016		(1)MX500i Plantronics Headset	31.86	0.00	31.86
Check # 285848 Total:						8,461.70
<b>Check # 285849 Date 8/5/2016 Rancho Niguel Animal Hospital</b>						
17014	7/26/2016		July Veterinary Srvc	85.00	0.00	85.00
17007	7/25/2016		July Veterinary Srvc	333.30	0.00	333.30
Check # 285849 Total:						418.30
<b>Check # 285850 Date 8/5/2016 Red Wing Shoe Store</b>						
00408054917	7/15/2016		(1)Pr Work Boots:Lockwood	175.00	0.00	175.00
Check # 285850 Total:						175.00
<b>Check # 285851 Date 8/5/2016 KIO Networks</b>						
0223091665	8/1/2016	21600353	Aug Redit Monthly Fee	1,650.00	0.00	1,650.00
Check # 285851 Total:						1,650.00
<b>Check # 285852 Date 8/5/2016 Roadway Construction Service</b>						
A10826	7/5/2016	21700053	Traffic Control Rental:Street Faire	5,300.00	0.00	5,300.00
Check # 285852 Total:						5,300.00
<b>Check # 285853 Date 8/5/2016 Saddleback Golf Cars</b>						
138597	7/18/2016		Golf Cart Rental:Camp Out	2,050.60	0.00	2,050.60
Check # 285853 Total:						2,050.60
<b>Check # 285854 Date 8/5/2016 San Diego Gas &amp; Electric</b>						
27875550260*JUNE16	7/15/2016		ME 7/5 Electric:Shelter	66.01	0.00	66.01
Check # 285854 Total:						66.01
<b>Check # 285855 Date 8/5/2016 Santa Margarita Water District</b>						
A16-08-1	6/30/2016		Contract A16-08 Grant Funding	500,000.00	0.00	500,000.00
Check # 285855 Total:						500,000.00

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285856 Date 8/5/2016 Sherry Merrifield Custodian Petty Cash</b>						
080316*1	8/3/2016		ME 6/25 Petty Cash Reimb	12.99	0.00	12.99
				Check # 285856 Total:		12.99
<b>Check # 285857 Date 8/5/2016 Sir Speedy Printer South Orange County</b>						
103869	7/29/2016		(50)Correction Notice Books	456.57	0.00	456.57
				Check # 285857 Total:		456.57
<b>Check # 285858 Date 8/5/2016 Skatedogs</b>						
4394	7/26/2016		Skatedogs Summer Camp	720.30	0.00	720.30
				Check # 285858 Total:		720.30
<b>Check # 285859 Date 8/5/2016 Skyline Pest Control</b>						
1765C	5/10/2016	21600128	May Pest and Rodent Control:Various Locations	1,432.00	0.00	1,432.00
				Check # 285859 Total:		1,432.00
<b>Check # 285860 Date 8/5/2016 SoftwareOne Inc</b>						
US-PSI-504735	7/26/2016	21700024	SQL User CAL	614.31	0.00	614.31
US-PSI-506375	7/29/2016		(2)Adobe Acrobat Pro DC Upgrade Licenses	321.64	0.00	321.64
US-PSI-508201	8/2/2016	21700024	(1)Yr Microsoft Licensing Renewal	66,316.52	0.00	66,316.52
				Check # 285860 Total:		67,252.47
<b>Check # 285861 Date 8/5/2016 Southern California Edison</b>						
2346244908*JL16	7/19/2016		ME 7/14 Electric:Marg Tennis	2,329.68	0.00	2,329.68
2238670616*JL16	7/25/2016		ME 7/22 Electric:MOSS	25.46	0.00	25.46
2253664536*JL16	7/26/2016		ME 7/25 Electric:Parks	114.84	0.00	114.84
2219394491*JL16	7/28/2016		ME 7/27 Electric:MOSS	66.70	0.00	66.70
2336460506*JL16	7/28/2016		ME 7/27 Electric:MOSS	24.57	0.00	24.57
				Check # 285861 Total:		2,561.25
<b>Check # 285862 Date 8/5/2016 Supplyworks</b>						
361450562	3/11/2016	21600132	Mar Janitorial Supplies:NPMCSC	807.20	0.00	807.20
362832065	3/29/2016	21600132	Mar Janitorial Supplies:NPMCSC	1,119.00	0.00	1,119.00
				Check # 285862 Total:		1,926.20
<b>Check # 285863 Date 8/5/2016 Tri-Pacific / AMS</b>						
932125	6/30/2016	21600237	May HVAC Rpr/Maint:TRPCC	160.00	0.00	160.00
				Check # 285863 Total:		160.00
<b>Check # 285864 Date 8/5/2016 United Pacific Pet LLC</b>						
1606131	8/1/2016		Aug Shelter Supplies	875.45	0.00	875.45
				Check # 285864 Total:		875.45

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285865 Date 8/5/2016 Verizon Wireless</b>						
9769362659	7/25/2016		ME 7/25 iPad Data & Mifi	634.25	0.00	634.25
Check # 285865 Total:						634.25
<b>Check # 285866 Date 8/5/2016 Waterline Technologies Inc</b>						
5345246	7/14/2016	21700076	July Pool Chemicals:Sierra	567.19	0.00	567.19
5345245	7/14/2016	21700076	July Pool Chemicals:Montanoso	149.31	0.00	149.31
5345242	7/14/2016	21700076	July Pool Chemicals:Marg Aqua	77.50	0.00	77.50
5345244	7/14/2016	21700076	July Pool Chemicals:Marg Aqua	432.90	0.00	432.90
5346365	7/22/2016	21700076	July Pool Chemicals:Marg Aqua	109.30	0.00	109.30
5346366	7/22/2016	21700076	July Pool Chemicals:Marg Aqua	1,346.60	0.00	1,346.60
5346363	7/22/2016	21700076	July Pool Chemicals:Sierra	380.70	0.00	380.70
5346364	7/22/2016	21700076	July Pool Chemicals:Montanoso	199.31	0.00	199.31
5345243	7/14/2016	21700076	July Pool Chemicals:Marg Aqua	59.30	0.00	59.30
Check # 285866 Total:						3,322.11
<b>Check # 285867 Date 8/5/2016 Eric Winter</b>						
5331	7/12/2016	21700057	Council Meeting Broadcasting, 7/12/16	1,091.00	0.00	1,091.00
5332	7/26/2016	21700057	Council Meeting Broadcasting, 7/26/16	1,091.00	0.00	1,091.00
3489	7/31/2016	21700058	MVTV Coordinator, July 2016	2,661.00	0.00	2,661.00
Check # 285867 Total:						4,843.00
<b>Check # 285868 Date 8/5/2016 WM Vandergeest Landscape Care Inc</b>						
11304	7/28/2016	21700047	July Landscape Maint:Area 10	1,549.00	0.00	1,549.00
Check # 285868 Total:						1,549.00
<b>Check # 285869 Date 8/5/2016 Wood, Gayle</b>						
104	7/20/2016		Marine Adopt Supplies & Postage Reimb	147.69	0.00	147.69
Check # 285869 Total:						147.69
<b>Check # 285870 Date 8/5/2016 Xerox Corporation</b>						
085662135	8/1/2016	21700055	6/30-7/21 Copy Charges:NPMCSC	1,031.91	0.00	1,031.91
085662069	8/1/2016	21700029	6/30-7/21 Copy Charges:Human Resources	504.73	0.00	504.73
085662064	8/1/2016	21700026	6/30-7/21 Copy Charges:Public Works	497.76	0.00	497.76
085662065	8/1/2016	21700027	6/30-7/21 Copy Charges:City Manager	657.52	0.00	657.52
085662067	8/1/2016	21700028	6/30-7/21 Copy Charges:Admin Services	288.47	0.00	288.47
085662068	8/1/2016	21700030	6/30-7/21 Copy Charges:Mail Room	108.20	0.00	108.20
085662066	8/1/2016	21700033	6/30-7/21 Copy Charges:Library	406.43	0.00	406.43
085662070	8/1/2016	21700032	6/30-7/25 Copy Charges:Library	8.91	0.00	8.91
Check # 285870 Total:						3,503.93

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 285871 Date 8/5/2016 Amy Yiannikourous</b>						
072216	7/25/2016		Tennis Camp Refund	126.00	0.00	126.00
Check # 285871 Total:						126.00
<b>Check # 2818 Date 8/5/2016 Randy Allison</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	291.72	0.00	291.72
Check # 2818 Total:						291.72
<b>Check # 2819 Date 8/5/2016 Claudia Anderson</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	247.63	0.00	247.63
Check # 2819 Total:						247.63
<b>Check # 2820 Date 8/5/2016 Robert M Barry</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	748.12	0.00	748.12
Check # 2820 Total:						748.12
<b>Check # 2821 Date 8/5/2016 Renee Beach</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	608.15	0.00	608.15
Check # 2821 Total:						608.15
<b>Check # 2822 Date 8/5/2016 Steve Bell</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	608.15	0.00	608.15
Check # 2822 Total:						608.15
<b>Check # 2823 Date 8/5/2016 Louise A. Bethell</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	289.29	0.00	289.29
Check # 2823 Total:						289.29
<b>Check # 2824 Date 8/5/2016 Irwin B. Bornstein</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	624.38	0.00	624.38
Check # 2824 Total:						624.38
<b>Check # 2825 Date 8/5/2016 David Cendejas</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	577.74	0.00	577.74
Check # 2825 Total:						577.74
<b>Check # 2826 Date 8/5/2016 Norma L. Chakrabarty</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	516.63	0.00	516.63
Check # 2826 Total:						516.63
<b>Check # 2827 Date 8/5/2016 Virginia Nonaca Chavez</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	196.87	0.00	196.87
Check # 2827 Total:						196.87

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 2828</b>	<b>Date 8/5/2016</b>	<b>Ranjan Dani</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	564.96	0.00	564.96
				Check # 2828 Total:		564.96
<b>Check # 2829</b>	<b>Date 8/5/2016</b>	<b>Barbara Dice</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	523.21	0.00	523.21
				Check # 2829 Total:		523.21
<b>Check # 2830</b>	<b>Date 8/5/2016</b>	<b>Edie Christian Dinneen</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	289.29	0.00	289.29
				Check # 2830 Total:		289.29
<b>Check # 2831</b>	<b>Date 8/5/2016</b>	<b>Michael Kelly Doyle</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	625.36	0.00	625.36
				Check # 2831 Total:		625.36
<b>Check # 2832</b>	<b>Date 8/5/2016</b>	<b>Janet Fellenzer</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	514.66	0.00	514.66
				Check # 2832 Total:		514.66
<b>Check # 2833</b>	<b>Date 8/5/2016</b>	<b>Andrew Fine</b>				
072516	7/25/2016		7/22 Misc Exp Reimb	113.63	0.00	113.63
				Check # 2833 Total:		113.63
<b>Check # 2834</b>	<b>Date 8/5/2016</b>	<b>Irma Garcia</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	247.63	0.00	247.63
				Check # 2834 Total:		247.63
<b>Check # 2835</b>	<b>Date 8/5/2016</b>	<b>Brian Gruner</b>				
062316	6/23/2016		ME 6/29 Mileage Reimb	43.09	0.00	43.09
				Check # 2835 Total:		43.09
<b>Check # 2836</b>	<b>Date 8/5/2016</b>	<b>Donna Haskill</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	523.21	0.00	523.21
				Check # 2836 Total:		523.21
<b>Check # 2837</b>	<b>Date 8/5/2016</b>	<b>Nancy Herrmann</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	247.63	0.00	247.63
				Check # 2837 Total:		247.63
<b>Check # 2838</b>	<b>Date 8/5/2016</b>	<b>Therese J. Hone</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	289.29	0.00	289.29
				Check # 2838 Total:		289.29

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 2839 Date 8/5/2016 Alice Hutter</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	624.99	0.00	624.99
						Check # 2839 Total: 624.99
<b>Check # 2840 Date 8/5/2016 Barbara Idstein</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	614.01	0.00	614.01
						Check # 2840 Total: 614.01
<b>Check # 2841 Date 8/5/2016 Francine Jones</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	475.71	0.00	475.71
						Check # 2841 Total: 475.71
<b>Check # 2842 Date 8/5/2016 Dan Joseph</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	289.29	0.00	289.29
						Check # 2842 Total: 289.29
<b>Check # 2843 Date 8/5/2016 Ivy Joseph</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	608.15	0.00	608.15
						Check # 2843 Total: 608.15
<b>Check # 2844 Date 8/5/2016 Shirley Land</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	624.38	0.00	624.38
						Check # 2844 Total: 624.38
<b>Check # 2845 Date 8/5/2016 Kim O. Lemelin</b>						
216-08	8/1/2016		Aug Medical Insurance Premium	665.77	0.00	665.77
						Check # 2845 Total: 665.77
<b>Check # 2846 Date 8/5/2016 Tom Levene</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	665.41	0.00	665.41
						Check # 2846 Total: 665.41
<b>Check # 2847 Date 8/5/2016 Nancy Livingston</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	486.30	0.00	486.30
						Check # 2847 Total: 486.30
<b>Check # 2848 Date 8/5/2016 Valerie L. Maginnis</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	506.56	0.00	506.56
						Check # 2848 Total: 506.56
<b>Check # 2849 Date 8/5/2016 Gayle Meldau</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	564.96	0.00	564.96
						Check # 2849 Total: 564.96

**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

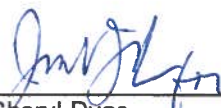
Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 2850</b>	<b>Date 8/5/2016</b>	<b>Michelle Miranda</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	515.13	0.00	515.13
				Check # 2850 Total:		515.13
<b>Check # 2851</b>	<b>Date 8/5/2016</b>	<b>Marie Navrotska-Poff</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	178.48	0.00	178.48
				Check # 2851 Total:		178.48
<b>Check # 2852</b>	<b>Date 8/5/2016</b>	<b>Marcus Nieto</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	536.12	0.00	536.12
				Check # 2852 Total:		536.12
<b>Check # 2853</b>	<b>Date 8/5/2016</b>	<b>Mary Anne Ramsey</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	665.90	0.00	665.90
				Check # 2853 Total:		665.90
<b>Check # 2854</b>	<b>Date 8/5/2016</b>	<b>Kathy Rios</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	789.54	0.00	789.54
				Check # 2854 Total:		789.54
<b>Check # 2855</b>	<b>Date 8/5/2016</b>	<b>Erna Roberts</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	333.07	0.00	333.07
				Check # 2855 Total:		333.07
<b>Check # 2856</b>	<b>Date 8/5/2016</b>	<b>Karen Rottmann</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	624.38	0.00	624.38
				Check # 2856 Total:		624.38
<b>Check # 2857</b>	<b>Date 8/5/2016</b>	<b>Genejo (Herb) Smith</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	748.12	0.00	748.12
				Check # 2857 Total:		748.12
<b>Check # 2858</b>	<b>Date 8/5/2016</b>	<b>Rosita M. Smuckler</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	614.01	0.00	614.01
				Check # 2858 Total:		614.01
<b>Check # 2859</b>	<b>Date 8/5/2016</b>	<b>Patricia J Edwards Sparks</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	523.21	0.00	523.21
				Check # 2859 Total:		523.21
<b>Check # 2860</b>	<b>Date 8/5/2016</b>	<b>Stephanie Tanton</b>				
2016-08	8/1/2016		Aug Medical Insurance Premium	523.21	0.00	523.21
				Check # 2860 Total:		523.21



**City of Mission Viejo**  
**Check Register**  
**Week Ending 8/5/2016**

Invoice #	Inv Date	PO #	Description	Gross	Discount	Net
<b>Check # 2861 Date 8/5/2016 Alice Vigil</b>						
2016-08	8/1/2016		Aug Medical Insurance Premium	289.29	0.00	289.29
				Check # 2861 Total:		289.29
TOTAL ALL ACCOUNTS PAYABLE CHECKS						886,175.31
8/5/2016 PAYROLL, CK #'S 338-360	INCLUDES DIRECT DEPOSIT AND PAYROLL TAX DEPOSITS					320,745.06
GRAND TOTAL						\$1,206,920.37

I hereby certify and attest that the above listed demands are in accordance with the City's Budget, and, in accordance with Section 37202 of the Government Code, I certify and attest to the accuracy and availability of funds for the payment thereof.

  
 \_\_\_\_\_  
 Cheryl Dyas  
 Director of Administrative Services





# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Cheryl Dyas, Director of Administrative Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
City Treasurer's Monthly Report for June 2016

**Recommended Action**  
Receive and file.

**Executive Summary**  
A monthly report from the City Treasurer regarding receipts, disbursements and fund balances is required by Government Code Section 41004. The accompanying report for June meets this Government Code requirement, as well as the requirements of other sections of the Government Code and the City's Investment Policy. This report excludes the investment portfolio of the Successor Agency of the Community Development Agency, the Housing Authority and the Community Development Financing Authority.

The Government Code requires delivery to the City Council of the Treasurer's report within 30 days after the close of the reporting period. This item will be acted upon by the City at the first meeting possible after delivery to the Council. In this case, the report is scheduled for the August 23, 2016 meeting.

**Fiscal Impact:**

Amount Requested \$	(If no, see attached fiscal analysis)					
Sufficient Budgeted Funds Available?:	Prog/Fund #	Category: Pers.	Optg.	Cap.	-or- CIP#	Fund#

**Previous Relevant Council Actions for This Item**

**Attachments**  
Exhibits – City's Treasurer's Report for June 2016; City Summary Report for June 2016; Graph Exhibit; City Reconciliation of Cash Disbursements for June 2016; Investment Transactions for June 2016; Investment Detail for June 2016

# CITY OF MISSION VIEJO

## CITY TREASURER'S MONTHLY REPORT

### For the month of June 2016

Cash Activity for the Month:

Cash and Investments, Beginning of Month	43,363,589.75
Cash Receipts	4,311,081.99
Cash Disbursements	(7,127,073.84)
Cash and Investments, End of Month	\$40,547,597.90

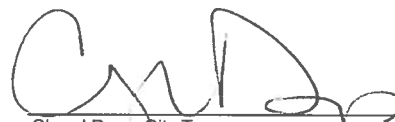
Cash and Investment Portfolio at Month-End:	Market Value	Purchase Cost	Percent of Portfolio	Percent of Securities Managed by Treasurer		Weighted Average Remaining Life Days	Yield to Maturity for Month (Annualized)
				Actual	Maximum Policy Limit		
<b>Investment Securities Managed by City Treasurer:</b>							
United States Treasury Securities	8,056,266.00	7,997,636.18		19.93%	100%	417	1.012%
Federal Agency Securities	9,140,982.00	9,024,190.00		22.63%	70%	923	1.387%
Supranational Securities	1,004,418.00	1,001,000.00		2.49%	20%	827	0.961%
State Local Agency Investment Fund	15,683,493.63	15,673,756.75		38.83%	40%	1	0.576%
CAMP Local Government Investment Pool	5,504,036.69	5,504,036.69		13.63%	15%	1	0.510%
Government Money Market Funds	1,005,320.39	1,005,320.39		2.49%	20%	1	0.215%
Subtotal	40,394,516.71	40,205,940.01	99.16%	100.00%			

Investments Managed by Others:

<b>Trustee-Managed Investments:</b>							
Government Money Market Funds	36,921.00	36,921.00	0.09%			1	0.230%
Local Agency Investment Fund (LAIF)	206,127.97	206,000.00	0.51%			1	0.576%
Grand Total - Investments	40,637,565.68	40,448,861.01	99.76%				
Checking Account	94,231.89	94,231.89	0.23%				
Petty Cash	4,505.00	4,505.00	0.01%				
Grand Total - Cash and Investments	\$40,736,302.57	\$40,547,597.90	100.00%				

2014-2015 Actual Interest Income	\$66,542.01
2015-2016 Budgeted Interest Income	\$114,000.00
Unrealized Gain/(Loss) as of June 30, 2016	\$188,576.70

I verify that this investment portfolio is in conformity with all State laws and the Treasurer's investment policy which is approved annually by the City Council. The Treasurer's cash management program provides sufficient liquidity to meet expenditure requirements for the next six months.

  
 Cheryl Dyas, City Treasurer

**Summary Report  
City of Mission Viejo  
Investment Securities Managed by City Treasurer  
June 30, 2016**

**Portfolio Characteristics**

Characteristics	City of Mission Viejo
Market Value	\$40,394,516.71
Average maturity in years	0.85
Modified duration	0.83
Modified duration of benchmark	1.09
\$ change for 1% change in rates	\$335,274
% maturing within 90 days	57.4%

**Maturity Distribution in Years**

Term	0-3 Mos	3-6 Mos	6-12 Mos	1-3 Yrs	3-5 Yrs
% of portfolio	57.4%	7.4%	7.5%	17.6%	10.1%

**Time Weighted Total Rate of Return**

	1 month <sup>(1)</sup>	Prior 3 months <sup>(1)</sup>	Prior 12 months	Since Inception (8/31/95) <sup>(1)</sup>	Annualized Since Incept (8/31/95)
<b>City of Mission Viejo</b>	0.29%	0.32%	0.99%	103.25%	3.46%
<b>Benchmark <sup>(2)</sup></b> (Government Securities)	0.39%	0.35%	1.02%	95.51%	3.27%
<b>Prior Benchmark <sup>(2)(4)</sup></b> (Treasury Securities)	0.44%	0.40%	1.14%	94.88%	3.25%

<sup>(1)</sup> Rates are not annualized.

<sup>(2)</sup> From 9/1/95 to 11/30/96, the benchmark was an index of three-month Treasury bills. Beginning 12/1/96, the benchmark was an equally weighted composite of the three-month Treasury bills and the Merrill Lynch Index of one-to-three year Treasury notes. Beginning 7/1/97, the benchmark was a composite consisting of 2/3 of the three-month Treasury bills and 1/3 of the Merrill Lynch Index of one-to-three year Treasury notes. Beginning 7/1/98 the benchmark was an equally weighted composite of the three-month Treasury bills and one-to-three year Treasury notes. Beginning 10/1/00 the benchmark was an index of 50% three-month Treasury bills; 35% of the Merrill Lynch one-to-three year Treasury index, and 15% of the Merrill Lynch three-to-five year index. Effective with the September 2001 report the benchmark was an index of 50% 3-month U.S. Treasury bills; 35% of the Merrill Lynch 1-3 year Government (Treasury + Agency) index, and 15% of the Merrill Lynch 3-5 year Government index.

Beginning 9/21/09 the benchmark is an index comprised of 60% 3-month U.S. Treasury Bills; 25% of the Treasury and Agency securities with maturities greater than one year and up to three years; and 15% Treasury and Agency securities with maturities greater than three years and up to five years.

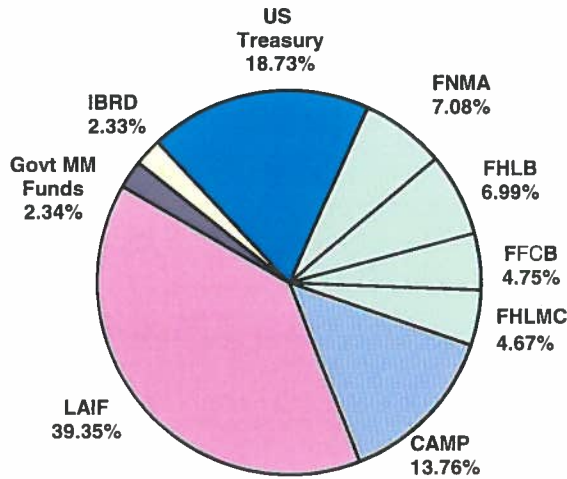
<sup>(3)</sup> The benchmark duration has been modified to exclude callable securities, thus we are able to report modified duration.

<sup>(4)</sup> Prior benchmark of Treasury Securities shown for comparative purposes only.

# City of Mission Viejo

## Investment Portfolio Composition

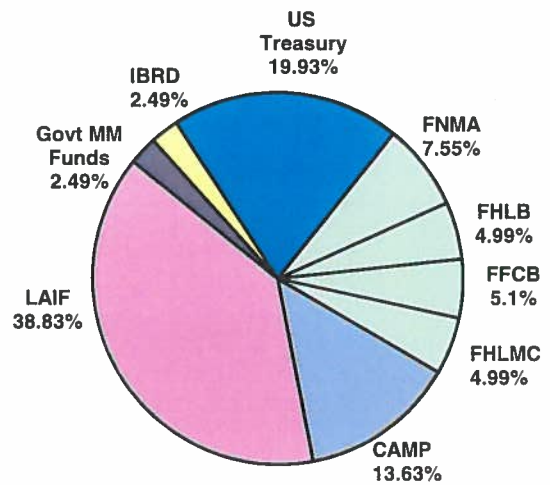
May 31, 2016



Agencies  
23.49%

\$42,894,320.10

June 30, 2016

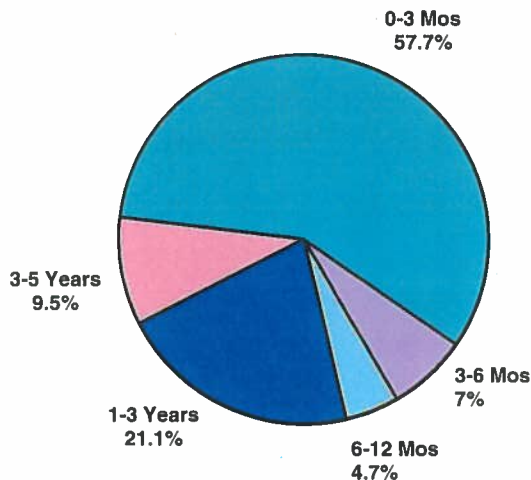


Agencies  
22.63%

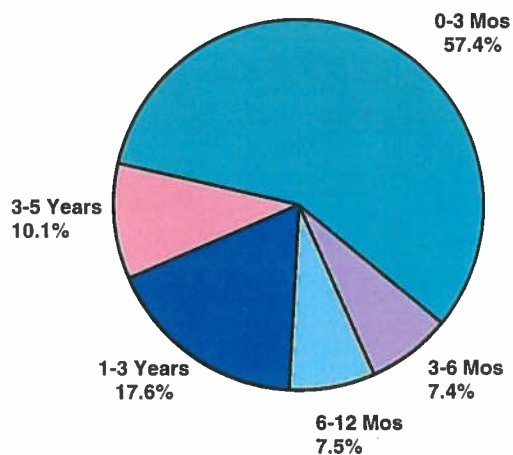
\$40,394,516.71

## Maturity Distribution

May 31, 2016



June 30, 2016



**City of Mission Viejo**  
**Reconciliation of Cash Disbursements**  
**For the month of June 2016**

Cash Disbursements:	
Check Register Dated 6/3	263,780.47
Check Register Dated 6/10	1,063,921.02
Check Register Dated 6/17	695,626.58
Check Register Dated 6/24	811,927.62
CalPERS ACH	324,599.76
Payroll Disbursements	867,605.14
Void Checks	(12,027.20)
Deferred Comp Wires	99,117.76
Employee Flexible Benefit Deduction	4,512.64
Credit Card Processing Charges	8,010.05
Wire to Union Bank Pre-Pare Trust	3,000,000.00
	<u>7,127,073.84</u>

**City of Mission Viejo  
Investment Transactions  
For the month of June 2016**

	Date	Deposits	Withdrawals	Balance
Balance at May 31, 2016				42,956,953.17
CAMP LGIP Reinvested Interest	01-Jun-16	2,092.83		42,959,046.00
LAIF Withdrawal	13-Jun-16		200,000.00	42,759,046.00
FHLB Note Maturity	13-Jun-16		1,153,290.00	41,605,756.00
LAIF Withdrawal	30-Jun-16		1,000,000.00	40,605,756.00
CAMP Withdrawal	30-Jun-16		400,000.00	40,205,756.00
June Gov't Money Market Fund Reinvested Interest	30-Jun-16	184.01		40,205,940.01
Balance at June 30, 2016		<u>2,276.84</u>	<u>2,753,290.00</u>	<u>40,205,940.01</u>



CITY OF MISSION VIEJO  
INVESTMENT DETAIL  
at June 30, 2016

CUSIP	Maturity Date	Par Value	Market Value	Purchase Cost	Discount (Premium)	Settlement Date	Issuer/ Investment Type	Coupon Rate	Yield to Maturity	Duration	Life to Maturity Days	Remaining Life Days
<b>U.S. TREASURY SECURITIES*</b>												
912828RF9	31-Aug-16	1,000,000	1,001,158.00	1,010,546.80	(10,546.80)	8-May-14	U.S.Treasury Note	1.000%	0.540%	0.17	846	62
912828RJ1	30-Sep-16	1,000,000	1,001,613.00	1,009,980.00	(9,980.00)	8-May-14	U.S.Treasury Note	1.000%	0.580%	0.25	876	92
912828RM4	31-Oct-16	1,000,000	1,002,188.00	1,007,375.00	(7,375.00)	31-Mar-14	U.S.Treasury Note	1.000%	0.711%	0.33	945	123
912828RU6	30-Nov-16	1,000,000	1,002,050.00	1,005,000.00	(5,000.00)	25-Apr-14	U.S.Treasury Note	0.875%	0.681%	0.42	950	153
912828UA6	30-Nov-17	1,000,000	1,000,820.00	984,687.50	15,312.50	10-Feb-14	U.S.Treasury Note	0.625%	1.037%	1.41	1389	518
912828VQ0	31-Jul-18	1,000,000	1,015,703.00	993,937.50	6,062.50	31-Mar-14	U.S.Treasury Note	1.375%	1.520%	2.05	1583	761
912828RE2	31-Aug-18	1,000,000	1,018,867.00	999,609.38	390.62	25-Apr-14	U.S.Treasury Note	1.500%	1.509%	2.13	1589	792
912828WD8	31-Oct-18	1,000,000	1,013,867.00	986,500.00	13,500.00	14-Jan-14	U.S.Treasury Note	1.250%	1.543%	2.30	1751	853
<b>U.S. TREASURY TOTAL</b>		<b>8,000,000</b>	<b>8,056,266.00</b>	<b>7,997,636.18</b>	<b>2,363.82</b>				<b>1.012%</b>	<b>1.14</b>	<b>1238</b>	<b>417</b>

\*Market values obtained from Chandler Liquid Asset Management

**CITY OF MISSION VIEJO  
INVESTMENT DETAIL  
at June 30, 2016**

CUSIP	Maturity Date	Par Value	Market Value	Purchase Cost	Discount (Premium)	Settlement Date	Issuer/ Investment Type	Coupon Rate	Yield to Maturity	Duration	Life to Maturity Days	Remaining Life Days
<b>FEDERAL AGENCY SECURITIES*</b>												
<b>FFC **</b>												
3133EEHF0	5-Nov-19	1,000,000	1,028,817.00	1,019,400.00	(19,400.00)	21-Jan-15	FFC Note	1.800%	1.380%	3.22	1749	1223
3133EEW55	15-Jun-20	1,000,000	1,029,165.00	999,520.00	480.00	15-Jun-15	FFC Note	1.800%	1.810%	3.82	1827	1446
<b>FHLB **</b>												
313379FW4	9-Jun-17	1,000,000	1,003,905.00	1,002,030.00	(2,030.00)	29-Jun-12	FHLB Note	1.000%	0.958%	0.94	1806	344
3130A7CV5	18-Feb-21	1,000,000	1,011,792.00	1,000,910.00	(910.00)	24-Feb-16	FHLB Note	1.375%	1.356%	4.46	1821	1845
<b>FHLMC **</b>												
3137EADH9	29-Jun-17	1,000,000	1,004,068.00	1,005,260.00	(5,260.00)	23-Aug-12	FHLMC Note	1.000%	0.889%	0.99	1771	364
3137EADM8	2-Oct-19	1,000,000	1,011,875.00	984,000.00	16,000.00	15-Jun-15	FHLMC Note	1.250%	1.637%	3.18	1570	1189
<b>FNMA **</b>												
3135GOGY3	30-Jan-17	1,000,000	1,004,521.00	1,009,900.00	(9,900.00)	29-Feb-12	FNMA Note	1.250%	1.042%	0.58	1797	214
3135GOGY9	18-Sep-18	1,000,000	1,025,552.00	1,009,530.00	(9,530.00)	20-Dec-13	FNMA Note	1.875%	1.665%	2.16	1733	810
3135GOGY4	27-Nov-18	1,000,000	1,021,287.00	993,640.00	6,360.00	20-Dec-13	FNMA Note	1.625%	1.760%	2.36	1803	880
<b>FEDERAL AGENCY SECURITIES TOTAL*</b>												
												923
												1764
												1.387%
												2.42
												9,024,190.00
												(24,190.00)

\*Market values obtained from Chandler Liquid Asset Management

\*\* No more than the greater of \$7 million or 35% of the portfolio may be invested in the securities of any single agency.

**CITY OF MISSION VIEJO  
INVESTMENT DETAIL  
at June 30, 2016**

CUSIP	Maturity Date	Par Value	Market Value	Purchase Cost	Discount (Premium)	Settlement Date	Issuer/ Investment Type	Coupon Rate	Yield to Maturity	Duration	Life to Maturity Days	Remaining Life Days
<b>SUPRANATIONALS</b>												
459058ER0	5-Oct-18	1,000,000	1,004,418.00	1,001,000.00	(1,000.00)	26-Feb-16	Int'l Bk for Reconstruction & Dev.(IBRD)	1.000%	0.961%	2.23	952	827
<b>SUPRANATIONAL TOTAL</b>		<b>1,000,000</b>	<b>1,004,418.00</b>	<b>1,001,000.00</b>	<b>(1,000.00)</b>				0.961%	2.23	952	827
<b>GOVERNMENT MONEY MARKET FUNDS</b>												
	1-Jul-16	503,169.43	503,169.43	503,169.43	N/A	30-Jun-16	Invesco Treasury Institutional		0.230%	*	1	1
	1-Jul-16	502,150.96	502,150.96	502,150.96	N/A	30-Jun-16	Fidelity		0.200%	*	1	1
		1,005,320.39	1,005,320.39	1,005,320.39	N/A				0.215%			
<b>LOCAL AGENCY INVESTMENT FUND***</b>												
	1-Jul-16	15,673,756.75	15,683,493.63	15,673,756.75	N/A	30-Jun-16	LAIF		0.576%	*	1	1
<b>CAMP LOCAL GOVERNMENT INVESTMENT POOL</b>												
	1-Jul-16	5,504,036.69	5,504,036.69	5,504,036.69	N/A	30-Jun-16	CAMP		0.510%	*	1	1

\* Government Money Market Funds, Local Agency Investment Fund, and Local Government Investment Pool have a duration in these reports based upon the same day availability of funds. These funds do not calculate a duration for their portfolios. They do calculate an Average Days to Maturity and these are as follows:

Invesco Treasury Institutional	42 days
Fidelity	34 days
Local Agency Investment Fund	167 days
CAMP Local Government Investment Pool	45 days

\*\*Market values obtained from Chandler Liquid Asset Management

\*\*\* Market Value is based on participation factor calculated by LAIF at the end of each calendar quarter. The participation factor as of June 2016 was 1.000621222

CITY OF MISSION VIEJO  
INVESTMENT DETAIL  
at June 30, 2016

CUSIP	Maturity Date	Par Value	Market Value	Purchase Cost	Discount (Premium)	Settlement Date	Issuer/ Investment Type	Coupon Rate	Yield to Maturity	Duration	Life to Maturity Days	Remaining Life Days
<b>TRUSTEE-HELD INVESTMENTS</b>												
<b>Trustee: Bank of New York Mellon Trust (2011 CFD-92 Special Refunding bonds)</b>												
		957.81	957.81	957.81			Administrative Expense Invesco Treasury Institutional		0.230%	*		
		206,127.97	206,127.97	206,000.00			Reserve Fund Local Agency Investment Fund (LAIF) ***		0.576%	*		
		1,902.98	1,902.98	1,902.98			Invesco Treasury Institutional		0.230%	*		
		34,060.21	34,060.21	34,060.21			Special Tax Fund Invesco Treasury Institutional		0.230%	*		
		<u>243,048.97</u>	<u>243,048.97</u>	<u>242,921.00</u>			Total Bank of New York Mellon Trust Company N.A. (CFD 92-1)					
		<u>243,048.97</u>	<u>243,048.97</u>	<u>242,921.00</u>			<b>Total Trustee-Held Investments</b>		<b>0.523%</b>			

\* Government Money Market Funds have a duration in these reports based upon the same day availability of funds. These funds do not calculate a duration for their portfolios. They do calculate an Average Days to Maturity and these are as follows:

Invesco Treasury Institutional	42 days
Local Agency Investment Fund	167 days

\*\*\* Market Value is based on participation factor calculated by LAIF at the end of each calendar quarter. The participation factor as of June 2016 was 1.000621222. Bond proceeds invested in LAIF are restricted to one withdrawal every 30-days. The withdrawal date for the 2011 CFD-92 Special Refunding Bonds was June 20



# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Cheryl Dyas, Director of Administrative Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
Mission Viejo Community Development Financing Authority (MVC DFA) Treasurer’s Monthly Report for June 2016

**Recommended Action**  
Receive and file.

**Executive Summary**  
A monthly report from the Authority Treasurer regarding receipts, disbursements and fund balances is required by Government Code Section 41004. The accompanying report for June meets this Government Code requirement, as well as the requirements of other sections of the Government Code.

The Government Code requires delivery to the Authority Board of the Treasurer’s report within 30 days after the close of the reporting period. This item will be acted upon by the Authority at the first meeting possible after delivery to the Authority Board. In this case, the report is scheduled for the August 23, 2016 meeting.

**Fiscal Impact:**

<b>Amount Requested \$</b>						
<b>Sufficient Budgeted Funds Available?:</b> (If no, see attached fiscal analysis)						
<b>Prog/Fund #</b>	<b>Category:</b>	<b>Pers.</b>	<b>Optg.</b>	<b>Cap.</b>	<b>-or-</b>	<b>CIP# Fund#</b>

**Previous Relevant Council Actions for This Item**

**Attachments**

Exhibits – CDFA Treasurer’s Monthly Report for June 2016; CDFA Reconciliation of Cash Disbursements for June 2016; CDFA Investments Transactions Summary for June 2016; CDFA Investment Detail for June 2016

**MISSION VIEJO COMMUNITY DEVELOPMENT  
FINANCING AUTHORITY  
TREASURER'S MONTHLY REPORT  
for the month of June 2016**

Cash Activity for the Month:

Cash and Investments, Beginning of Month	\$8,074,258.69
Cash Receipts	60.88
Cash Disbursements	(5,535.00)
Cash and Investments, End of Month	<u>\$8,068,784.57</u>

Investment Portfolio at Month-End:

	Market Value	Purchase Cost	Percent of Portfolio	Maximum Policy Limit	Weighted Average Remaining Life Days	Yield To Maturity for Month (Annualized)
Trustee-Managed Investments						
Government Money Market Funds	8,068,784.57	8,068,784.57	100.00%	N/A	1	0.027%
Grand Total - Investments	8,068,784.57	8,068,784.57	100.00%			
 Grand Total - Cash and Investments	 8,068,784.57	 \$8,068,784.57	 100.00%			

2014-2015 Actual Interest Income	\$3,551.25
2015-2016 Budgeted Interest Income	\$500.00
Unrealized Gain/(Loss) as of June 30, 2016	\$0.00

I verify that this investment portfolio is in conformity with all State laws and Bond Documents. The Treasurer's cash management program provides sufficient liquidity to meet expenditure requirements for the next six months.

  
 Cheryl Dyas, MVCDFA Treasurer

**MISSION VIEJO COMMUNITY DEVELOPMENT  
FINANCING AUTHORITY  
Reconciliation of Cash Disbursements - 1999 Series A  
(Mission Viejo Mall Improvement Project)  
for the month of June 2016**

**Cash Disbursements-Expense Account**

	Payee	Description	Amount
10-Jun	MUFG Union Bank	Standby LOC Commission Amendment 3 Fee	35.00
14-Jun	Moody's	Surveillance LOC Annual Fee May 2016-April 2017	5,500.00
Total Disbursements Expense Account			5,535.00
<b>TOTAL DISBURSEMENTS 1999 SERIES A</b>			<b>5,535.00</b>

**MISSION VIEJO COMMUNITY DEVELOPMENT  
FINANCING AUTHORITY  
Investment Transactions Summary  
for the month of June 2016**

	Date	Deposits	Withdrawals	Balance
<b>Balance at May 31, 2016</b>				8,074,258.69
Purchase Government Money Market Fund	2-Jun	60.88		8,074,319.57
Sold Government Money Market Fund	10-Jun		35.00	8,074,284.57
Sold Government Money Market Fund	14-Jun		5,500.00	8,068,784.57
<b>Balance at June 30, 2016</b>		<u>60.88</u>	<u>5,535.00</u>	<u>8,068,784.57</u>



MISSION VIEJO COMMUNITY DEVELOPMENT  
FINANCING AUTHORITY  
INVESTMENT DETAIL  
at June 30, 2016

CUSIP #	Maturity Date	Par Value	Market Value	Purchase Cost	Discount (Premium)	Purchase Date	Issuer/Investment Type	Coupon Rate	Yield to Maturity	Duration	Life to Maturity Days	Remaining Life Days
Trustee: Bank of New York Mellon Trust Company N.A. (1999 Series A & B Mission Viejo Mall Improvement Project)												
			225,967.48	225,967.48			Expense Account Dreyfus Institutional Reserves Treasury Fund		0.010%	*		
			2,278,117.99	2,278,117.99			Reserve Fund-Series A Dreyfus Institutional Reserves Treasury Fund		0.010%	*		
			1,956,599.27	1,956,599.27			Rolling Reserve Fund-Series A Dreyfus Institutional Reserves Treasury Fund		0.010%	*		
			2,244,181.49	2,244,181.49			Revenue Fund-Series A Dreyfus Institutional Reserves Treasury Fund		0.010%	*		
			0.63	0.63			Revenue Fund-Series B Dreyfus Institutional Reserves Treasury Fund		0.010%	*		
			<u>6,704,866.86</u>	<u>6,704,866.86</u>			Total Bank of New York Mellon Trust Company N.A. (1999 Series A & B Mission Viejo Mall Improvement Project)					

**TRUSTEE-HELD INVESTMENTS**

MISSION VIEJO COMMUNITY DEVELOPMENT  
FINANCING AUTHORITY  
INVESTMENT DETAIL  
at June 30, 2016

CUSIP #	Maturity Date	Par Value	Market Value	Purchase Cost	Discount (Premium)	Purchase Date	Issuer/Investment Type	Coupon Rate	Yield to Maturity	Duration	Life to Maturity Days	Remaining Life Days
Trustee: Bank of New York Mellon Trust Company N.A. (Lease Revenue Refunding Bonds 2009 Series A)												
			1,363,887.73	1,363,887.73			Reserve Account Federated Government Obligation Fund		0.130%	*		
			29.98	29.98			Revenue Fund Federated Government Obligation Fund		0.130%	*		
			<u>1,363,917.71</u>	<u>1,363,917.71</u>			Total Bank of New York Mellon Trust Company N.A. (Lease Revenue Refunding Bonds 2009 Series A)					

\* Government Money Market Funds have a duration in these reports based upon the same day availability of funds. These funds do not calculate a duration for their portfolios. They do calculate an Average Days to Maturity and these are as follows:

Dreyfus Institutional Reserves Treasury Fund	19 days
Federated Government Obligation Fund	38 days



# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Cheryl Dyas, Director of Administrative Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
Mission Viejo Housing Authority (MVHA) Treasurer's Monthly Report for June 2016

**Recommended Action**  
Receive and file.

**Executive Summary**  
A monthly report from the Authority Treasurer regarding receipts, disbursements and fund balances is required by Government Code Section 41004. The accompanying report for June meets this Government Code requirement.

The Government Code requires delivery to the Authority Board of the Treasurer's report within 30 days after the close of the reporting period. This item will be acted upon by the Authority at the first meeting possible after delivery to the Authority Board. In this case, the report is scheduled for the August 23, 2016 meeting. This report includes the activity of the former CDA Housing Fund.

**Fiscal Impact:**

<b>Amount Requested \$</b>						
<b>Sufficient Budgeted Funds Available?:</b>	<b>(If no, see attached fiscal analysis)</b>					
<b>Prog/Fund #</b>	<b>Category:</b>	<b>Pers.</b>	<b>Optg.</b>	<b>Cap.</b>	<b>-or- CIP#</b>	<b>Fund#</b>

**Previous Relevant Council Actions for This Item**

**Attachments**  
Exhibits - MVHA Treasurer's Report for June 2016; MVHA Reconciliation of Cash Disbursements for June 2016; MVHA Investment Detail for June 2016

**MISSION VIEJO HOUSING AUTHORITY  
TREASURER'S MONTHLY REPORT  
for the month of June 2016**

Cash Activity for the Month:

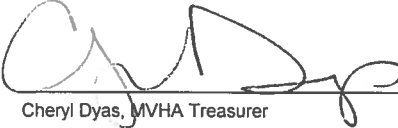
Cash and Investments, Beginning of Month MVHA	1,297,317.53
Cash Receipts	15,000.00
Cash Disbursements	<u>(3,560.50)</u>
Cash and Investments, End of Month	<u><u>\$1,308,757.03</u></u>

Cash and Investment Portfolio at Month-End:

	Market Value	Purchase Cost	Percent of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
Local Agency Investment Fund	1,261,417.70	1,260,634.57		100% **	0.576%
Grand Total - Investments	1,261,417.70	1,260,634.57	96.32%		
Checking Account MVHA	48,122.46	48,122.46	3.68%		
Grand Total - Cash and Investments	<u>\$1,309,540.16</u>	<u>\$1,308,757.03</u>	100.00%		

2014-2015 Actual Interest Income	\$107,010.74
2015-2016 Budgeted Interest Income	\$85,000.00

I verify that this investment portfolio is in conformity with all State laws. Treasurer's cash management program provides sufficient liquidity to meet expenditure requirements for the next six months.

  
Cheryl Dyas, MVHA Treasurer

**Mission Viejo Housing Authority  
Reconciliation of Cash Disbursements  
for the month of June 2016**

Cash Disbursements:

<u>Check</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
259	Amerinational Community Services	April 2016 Monthly Service Fees	16.50
260	Keyser Marston Associates Inc.	April 2016 Professional Services - Ridge Project	1,400.00
261	Stradling Yocca Carlson & Rauth	March 2016 Legal Services	2,144.00
		Total Disbursements	<u>3,560.50</u>

MISSION VIEJO  
HOUSING AUTHORITY  
INVESTMENT DETAIL  
at June 30, 2016

CUSIP #	Maturity Date	Par Value	Market Value	Purchase Price	Discount (Premium)	Purchase Date	Issuer/Investment Type	Coupon Rate	Yield to Maturity	Duration	Life to Maturity Days	Remaining Life Days
N/A	1-Jul-16	1,260,634.57	1,261,417.70	1,260,634.57	N/A	30-Jun-16	LAIF	N/A	0.576%	**	1	1

LOCAL AGENCY INVESTMENT FUND\*\*\*

\*\* Local Agency Investment Fund (LAIF) has a duration in these reports based upon same day availability of funds. LAIF does not calculate a duration for their portfolio, however, the average life in days is 167 days in June  
Market Value is based on participation factor calculated by LAIF at the end of each calendar quarter. The participation factor as of June 2016 was 1.000621222



# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Cheryl Dyas, Director of Administrative Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
Successor Agency of the Community Development Agency Treasurer's Monthly Report for June 2016

**Recommended Action**  
Receive and file.

**Executive Summary**  
A monthly report from the Agency Treasurer regarding receipts, disbursements and fund balances is required by Government Code Section 41004. The accompanying report for June meets this Government Code requirement, as well as the requirements of other sections of the Government Code and the Agency's Investment Policy.

The Government Code requires delivery to the Agency Board of the Treasurer's report within 30 days after the close of the reporting period. This item will be acted upon by the Agency at the first meeting possible after delivery to the Agency Board. In this case, the report is scheduled for the August 23, 2016 meeting. This report excludes the activity of the former CDA Housing Fund.

**Fiscal Impact:**

<b>Amount Requested \$</b>						
<b>Sufficient Budgeted Funds Available?:</b> (If no, see attached fiscal analysis)						
<b>Prog/Fund #</b>	<b>Category:</b>	<b>Pers.</b>	<b>Optg.</b>	<b>Cap.</b>	<b>-or- CIP#</b>	<b>Fund#</b>

**Previous Relevant Council Actions for This Item**

**Attachments**  
Exhibits - SACDA Treasurer's Report for June 2016; SACDA Reconciliation of Cash Disbursements for June 2016

**SUCCESSOR AGENCY OF THE  
COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF MISSION VIEJO  
TREASURER'S MONTHLY REPORT  
for the month of June 2016**

Cash Activity for the Month:

Cash and Investments, Beginning of Month Successor Agency	\$125,761.63
Cash Receipts	1,404,670.00
Cash Disbursements	<u>(13,544.71)</u>
Cash and Investments, End of Month	<u><u>\$1,516,886.92</u></u>

Cash and Investment Portfolio at Month-End:

	Market Value	Purchase Cost	Percent of Portfolio	Actual	Weighted Average Remaining Life Days	Yield to Maturity for Month (Annualized)
Checking Account	<u>1,516,886.92</u>	<u>1,516,886.92</u>	100.00%			
<b>Grand Total - Cash and Investments</b>	<u><u>\$1,516,886.92</u></u>	<u><u>\$1,516,886.92</u></u>	100.00%			

I verify that this investment portfolio is in conformity with all State laws and City's guidelines. Treasurer's cash management program provides sufficient liquidity to meet expenditure requirements for the next six months.

  
Cheryl Dyas, City Treasurer



**Successor Agency of the  
Community Development Agency  
Of the City of Mission Viejo  
Reconciliation of Cash Disbursements  
for the month of June 2016**

Cash Disbursements:

<u>Check</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1257	The Bank of New York Mellon	May 1,2016-April 30,2017 Mall Bond A and Bond B Admin Fees	7,117.90
1258	Lozano Smith LLP	April 2016 Legal Services	1,435.31
1259	Stradling Yocca Carlson & Rauth	March 2016 Legal Services	4,991.50
Total Disbursements			<u>13,544.71</u>





# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Mark Chagnon, Director of Public Works  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services/City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
 Shared Services Agreement with City of Rancho Santa Margarita for Stormwater and Solid Waste Program Management

**Recommended Action**  
 (1) Approve the Agreement with the City of Rancho Santa Margarita for Shared Stormwater and Solid Waste Program Management Services; and (2) Adopt Resolution 16-XX amending the FY 2016/17 Authorized Position Schedule and the Public Works Program Budget in the General Fund.

**Executive Summary**  
 The City of Rancho Santa Margarita has been contracting with a consulting firm to provide professional services for stormwater/NPDES and solid waste program oversight. As that contract was coming to an end, Rancho Santa Margarita entered into discussion with Mission Viejo’s Public Works Department regarding the possibility of shared services. Utilizing a common staff person, both cities would benefit from improved efficiency. For example, one person to attend regional water quality meetings on behalf of both cities. In addition to cost savings for both cities, the proposed shared services agreement would also strengthen the cities’ cooperative working relationship (Mission Viejo and Rancho Santa Margarita recently entered into an agreement for Animal Services).

Mission Viejo Public Works Department’s Program Engineer currently works 30 hours per week, handling NPDES matters and assisting with solid waste and environmental programs. Under the proposed agreement, the Program Engineer position will be increased to full-time (40 hours per week), with an average of 16 hours per week working at Rancho Santa Margarita (reduced to 24 hours per week at Mission Viejo). Rancho Santa Margarita will provide a work space with computer, office supplies, etc., and compensate Mission Viejo at the rate of \$78 per hour for services rendered. This hourly rate is based on Mission Viejo’s burdened rate for the Program Engineer position. The effective 6 hours per week reduction for this position at Mission Viejo should result in an annual savings to the City of around \$24,000.

The contract will renew annually and includes a rate adjustment provision based on the consumer Price Index (CPI). A detailed scope of services is presented in Exhibit A of the agreement. Other circumstances notwithstanding, it is intended that the Public Works Program Engineer position would revert to 0.75 FTE should this agreement with Rancho Santa Margarita be terminated.

**Fiscal Impact:**  
**Amount Requested \$27,176**  
**Sufficient Budgeted Funds Available?: YES** (with adoption of Resolution 16-XX)  
**Prog/Fund #516101 Category: Pers. YES Optg. NO Cap. NO -or- CIP # Fund #**

**Previous Relevant Council Actions for This Item**  
 N/A

**Attachments**  
 Draft Agreement  
 Draft Resolution

**AGREEMENT FOR ENGINEERING SERVICES**  
(Shared Stormwater and Solid Waste Program Management Services)

THIS AGREEMENT FOR ENGINEERING SERVICES ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the **City of Mission Viejo**, California ("Mission Viejo"), a general law city, and the **City of Rancho Santa Margarita**, California ("Rancho Santa Margarita"), a general law city, and is effective on the commencement date set forth in Section 1 of this Agreement. Mission Viejo and Rancho Santa Margarita are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

**WITNESSETH:**

- I. Rancho Santa Margarita desires to contract with Mission Viejo for the performance of the hereinafter-described engineering services.
- II. Mission Viejo is willing and able to render engineering services on the terms and conditions hereinafter set forth.
- III. Rancho Santa Margarita and Mission Viejo desire to enter into an agreement wherein Mission Viejo will permit a designated staff person to perform professional services for Rancho Santa Margarita for up to 12 months as a workforce development opportunity
- IV. The workforce development opportunity arrangement will provide a public benefit to both Parties as it will allow Rancho Santa Margarita to provide ongoing necessary services when needed as well as providing ongoing opportunities beneficial to Mission Viejo and its employees
- V. The purpose of this Agreement is to set forth the terms and conditions governing the understanding between the Parties

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. TERM**

This Agreement shall become effective on August 29, 2016, shall continue in full force and effect until June 30, 2017 ("Initial Term"), and shall automatically renew on July 1 each year thereafter unless terminated as provided for in Sections 2 or 10 of this Agreement.

**2. TERMINATION**

Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement for its convenience at any time, without cause, upon giving the other Party ninety (90) days' advanced written notice. Such notice shall state the termination date.

### 3. SERVICES

- A. Mission Viejo proposes to provide a staff person to perform the engineering services set forth in the Scope of Work, attached hereto as Exhibit A (the "Services"). The staff person (hereinafter, the "Consultant") shall work under the supervision and direction of the Rancho Santa Margarita Public Works Director/City Engineer or his designee. Rancho Santa Margarita shall provide a work space with phone and computer with access to printer, internet, and network, as well as typical office supplies.
- B. It is intended that the Consultant will work at the City of Rancho Santa Margarita sixteen (16) hours per week. The standard number of hours per week may be adjusted subject to approval by both Mission Viejo and Rancho Santa Margarita. To provide flexibility, in a given week, the number of hours worked may vary depending on the demands and workloads of the respective cities; and when necessary, work may be performed for Rancho Santa Margarita when the Consultant is not physically present at Rancho Santa Margarita, subject to the prior approval of the Rancho Santa Margarita Public Works Director/City Engineer or his designee. The total annual hours worked by Consultant in Rancho Santa Margarita will be based on 832 hours per year (or 16 hours per week for 52 weeks) plus an additional 125 hours as a 15 percent contingency for as-needed hours for a total 957 hours per year.
- C. Mission Viejo has represented that the Services will be provided by Deborah Carson. If Deborah Carson becomes unavailable to act as the Consultant, Mission Viejo shall provide a replacement, within a mutually agreed upon time frame, of at least equal competence and at the same rate, subject to written approval by Rancho Santa Margarita.
- D. Rancho Santa Margarita may remove the Consultant if Rancho Santa Margarita determines the Consultant is not performing satisfactorily, refuses to follow Rancho Santa Margarita's administrative policies, rules and regulations, or violates any federal, state, or local laws. Rancho Santa Margarita shall notify Mission Viejo of the removal and this Agreement will be deemed terminated unless Mission Viejo provides a replacement, within a mutually agreed upon time frame, of at least equal competence and at the same rate, subject to written approval by Rancho Santa Margarita.
- E. Mission Viejo shall be responsible for counseling and disciplining designated staff person of Mission Viejo. Rancho Santa Margarita may provide input on designated staff person's performance to Rancho Santa Margarita and may request Mission Viejo take disciplinary action against designated staff person of Mission Viejo. Mission Viejo shall maintain designated staff person's records, including but not limited to, personnel file, medical file, and discipline file.

- F. Both Parties agree not to subcontract, assign, or otherwise transfer the Agreement or any part of the Services to be performed under this Agreement without prior written consent and approval from the other Party.

#### 4. STATUS OF CONTRACTOR

- A. Although the Services are municipal functions, the Consultant shall be a Mission Viejo employee; the Consultant shall have no right to any Rancho Santa Margarita pension or civil service status. The Consultant shall be for all purposes an independent contractor to Rancho Santa Margarita. No employment relationship between the Consultant and Rancho Santa Margarita is expressed or implied by this Agreement.
- B. When performing Services under this Agreement and for the purpose of giving official status to the performance therefor where necessary, but not for the purpose of liability or indemnification, the Consultant shall be deemed to be an officer or agent of Rancho Santa Margarita.
- C. Mission Viejo shall assume sole and exclusive responsibility for the determination of and payment of the Consultant's salary, wages, and benefits during the term of this Agreement.
- D. Mission Viejo shall be solely responsible for the payment of any payroll taxes, withholdings, and any other insurance premiums and benefits of any kind owed to Consultant.
- E. Mission Viejo agrees to defend, indemnify, and hold Rancho Santa Margarita harmless against any claims for wages, salary, benefits, or withholdings made by or on behalf of Consultant or any government entity for work performed under this Agreement.
- F. Mission Viejo shall, at its sole cost and expense, provide Consultant with Workers' Compensation coverage during the term of this Agreement. Mission Viejo agrees to defend, indemnify, and reimburse Rancho Santa Margarita for any and all costs associated with Workers' Compensation coverage to Consultant during the period Consultant provides Services under this Agreement.

#### 5. COMPENSATION

Rancho Santa Margarita shall compensate Mission Viejo at a rate of **Seventy-Eight Dollars (\$78) per Hour** for Services provided by the Consultant. In addition, Rancho Santa Margarita shall compensate Mission Viejo for Consultant's personal vehicle mileage, excluding commute mileage, at the established Internal Revenue Service (IRS) rate. "Commute mileage," for purposes of this Section, means mileage between Consultant's home and Rancho Santa Margarita as required to perform the Services in this Agreement. Although the Consultant may confer with other Mission Viejo

employees regarding Services, only the hours worked by the Consultant shall be billed to Rancho Santa Margarita. For work efforts or attendance at meetings which benefit both Mission Viejo and Rancho Santa Margarita equally, only fifty percent (50%) of the hours shall be billed to Rancho Santa Margarita. In April of each year, Mission Viejo may submit a written request for rate adjustment (to be effective July 1) based on the annual change of the March Consumer Price Index (CPI). In no event shall any adjustment of any fee, hourly rate or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

The total annual not-to-exceed contract amount for the Initial Term of the Agreement will be **Seventy-Four Thousand, Six Hundred Forty-Six Dollars and No Cents (\$74,646.00)** and is subject to increase in any successive renewal term based on the CPI increase as provided in this Section.

Rancho Santa Margarita shall make payments to Mission Viejo within forty-five (45) days after receipt of an invoice for Services performed by Consultant.

**6. BINDING ARBITRATION**

Any dispute that cannot be settled by good-faith negotiation shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association. Arbitrators shall be selected from the list of retired judges of the Orange County Superior Court or any California appellate court. The arbitration shall be held in Orange County, California. Any decision or award rendered by the Arbitrator shall be in writing stating a factually detailed, reasoned opinion of the Arbitrator's findings of fact and conclusions of law, and shall be signed by the Arbitrator. The Arbitrator, in deciding any dispute, shall base his or her decision or award on the record; shall have no power or authority to award special, consequential, punitive, or exemplary damages; and shall look to the substantive laws, and not the laws of conflicts, of the State of California for the resolution of the Dispute. Both Parties reserve the right to conduct full discovery pertinent to California Code of Civil Procedure, Section 1283.05. Any costs for said Arbitration shall be borne equally by both Parties.

**7. RECORDS**

All records created in accordance with this Agreement by Mission Viejo, including Consultant, for purposes exclusively internal to Mission Viejo shall be Mission Viejo records. All other records created or received in accordance with this Agreement by either Party shall be Rancho Santa Margarita records.

**8. ALTERATION OF TERMS**

This Agreement fully expresses all understandings of Mission Viejo and Rancho Santa Margarita with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the Parties for these purposes. No addition, or alteration, of the

terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

**9. INDEMNIFICATION**

- A. That neither Mission Viejo nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Rancho Santa Margarita under or in connection with any work, authority or jurisdiction delegated to Rancho Santa Margarita under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Rancho Santa Margarita shall fully defend, indemnify and hold Mission Viejo harmless from any liability imposed for injury (as defined by Government Code Section 810.8), including attorneys' fees and costs, occurring by reason of anything done or omitted to be done by Rancho Santa Margarita under or in connection with any work, authority or jurisdiction delegated to Rancho Santa Margarita under this Agreement.
  
- B. That neither Rancho Santa Margarita nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Mission Viejo under or in connection with any work, authority or jurisdiction delegated to Mission Viejo under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Mission Viejo, shall fully defend, indemnify and hold Rancho Santa Margarita harmless from any liability imposed for injury (as defined by Government Code Section 810.8), including attorneys' fees and costs, occurring by reason of anything done or omitted to be done by Mission Viejo under or in connection with any work, authority or jurisdiction delegated to Mission Viejo under this Agreement.

**10. BREACH OF AGREEMENT**

Except as provided in Section 2 of this Agreement, if either Mission Viejo or Rancho Santa Margarita defaults in the performance of the terms or conditions of the Agreement, it shall have thirty (30) days after service upon it of a written notice of default in which to cure the default by rendering satisfactory performance. In the event that a Party fails to cure its default within such period of time, the other Party shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of either Party to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either the term or condition, or of any other term or condition of this Agreement.

**11. ATTORNEYS' FEES**

If any legal proceeding or arbitration, including an action for declaratory relief, is brought



to enforce or interpret provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the Party may be entitled.

**12. NOTICES**

Unless the persons or addresses are otherwise identified by notice given in the manner specified by this paragraph, all notices authorized or required by this Agreement shall be deemed effective when reduced to writing and deposited in the United States mail, certified, and addressed as follows:

To Mission Viejo:

Mark Chagnon  
Director of Public Works  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, California 92691

To Rancho Santa Margarita:

E. (Max) Maximous  
Director of Public Works  
City of Rancho Santa Margarita  
22112 El Paseo  
Rancho Santa Margarita, California 92688

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF MISSION VIEJO**

**CITY OF RANCHO SANTA MARGARITA**

\_\_\_\_\_  
Frank Ury  
Mayor

\_\_\_\_\_  
L. Anthony Beall  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Karen Hamman  
City Clerk

\_\_\_\_\_  
Amy Diaz  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Curley III  
City Attorney

\_\_\_\_\_  
Gregory E. Simonian  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

The staff person provided by Mission Viejo (referred to as “Consultant” herein) to Rancho Santa Margarita shall perform the following engineering services:

#### **Stormwater/NPDES Program Oversight**

1. Ensure that Rancho Santa Margarita’s National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit requirements are complied with, including total maximum daily load (TMDL) implementation, water pollution-prevention programs and stormwater ordinance enforcement.
2. Coordinate Rancho Santa Margarita’s NPDES program and serve as a main liaison with the San Diego Regional Water Quality Control Board and the County of Orange and attend various countywide meetings.
3. Partner with Rancho Santa Margarita’s code enforcement officer.
4. Represent Rancho Santa Margarita at various regulatory compliance meetings.
  - A. Meetings include but are not limited to: NPDES General Permittee Meetings, San Juan Creek Watershed Meetings, South Orange County Watershed Management Area Management Committee Meetings, South Orange County Watershed Management Area Executive Committee Meetings, Local Implementation Plan/Program Effectiveness Assessment Sub-Committee Meetings, NPDES Legal/Regulatory Advisory Sub-Committee Meetings, Trash and Debris Task Force Meeting Public Education Sub-Committee Meetings, NPDES Technical Advisory Committee Meetings, NPDES Inspection Sub-Committee Meetings, and San Diego Regional Board Meetings.
5. Obtain proper and pertinent training by attending countywide training.
  - A. Trainings include but are not limited to: South Orange County Hydromodification Model Training, Stormwater Program Manager Training, Illegal Discharge and Illicit Connection Training, Plan Check Training, Commercial/ Industrial/Municipal Inspector Training, and Post-Construction Inspection Training.
6. Review and approve submittals of Water Quality Management Plans (WQMPs), Non-Priority Water Quality Management Plans, Erosion and Sediment Control Plans and Water Pollution Control Plans (WPCPs) for Rancho Santa Margarita and private development projects.

7. Respond to emergency spills and properly document the incidents, including illicit connections and illegal discharges.
  - A. Communicate with appropriate parties to mitigate incidences and maintain tracking system of all complaints, investigations and correspondence.
8. Have knowledge of, train and update Rancho Santa Margarita staff regarding new technologies, changing mandates, regulations, and NPDES items.
9. Manage and maintain NPDES budget.
10. Manage mobile business registration and inspection program.
11. Review/plan check project plans, specifications and other documents for compliance with stormwater regulations.
12. Manage and coordinate the NPDES code enforcement activities. Work with code enforcement officer to bring NPDES issues into compliance.
13. Conduct routine water quality inspections for commercial, industrial, municipal and construction sites.
  - A. Routine inspections also include following up and working with code enforcement to do inspections for facilities referred to by Orange County Health Care Agency, and Orange County Pollution Prevention Hotline.
14. Manage and update stormwater inventories to track NPDES activities.
  - A. Inventory includes tracking of municipal facilities, commercial facilities, industrial facilities, mobile businesses, homeowners associations, development projects, and construction sites.
15. Conduct annual inspections of MS4 outfalls in the Rancho Santa Margarita.
16. Oversee maintenance of catch basins, stenciling of catch basins, and drainage maintenance.
17. Annually distribute and review NPDES Activity Reports from Homeowner Associations in Rancho Santa Margarita.
18. Manage database and tracking of annual maintenance verification of post-construction BMPs installed.
19. Apply for applicable grant funding opportunities.

- A. Grant funding opportunities may include but are not limited to OCTA M2 Tier 1 Grants.
20. Prepare an annual report in accordance with government regulations.
- A. Report on Rancho Santa Margarita's NPDES elements which include but are not limited to: legal authority, illicit discharge detection and elimination program, development planning program, construction management program, existing development and management program, public education and participation program, and fiscal analysis.
21. Collaborate and confer with developers, contractors and engineers on water quality issues related to grading plans and encroachment permits.
22. Attend events and conduct public education for stormwater pollution prevention.
23. Act as liaison with various environmentally-related resource agencies as it relates to public and private projects within Rancho Santa Margarita.
24. Have knowledge of NPDES legislation and recommend implementation of program elements as necessary and required to be in compliance with NPDES regulations.

**Solid Waste Program Oversight**

1. Assist Rancho Santa Margarita staff in the general oversight and reporting of Rancho Santa Margarita's solid waste program, solid waste haulers, and various sub-programs. General tasks will include:
- A. Annual Report Data Compilation. Consultant shall develop and maintain a database that illustrates Rancho Santa Margarita's relevant waste generation data during the contract period. This information will be updated and reviewed on a monthly basis. Consultant will synthesize the tracked data to prepare and submit Rancho Santa Margarita's Annual Report to the State.
    - 1) Compile and report data including but not limited to: Disposal and diversion rates of solid waste, composting and mulching, procurement, business waste, source reduction program, materials exchange, food collection through food bank, residential curbside pick-up, residential drop-off program, residential buy-back program, commercial on-site and off-site pick-up, commercial self-haul, school collection services, special collection events, greenwaste collection, food composting, white goods, scrap metals, wood waste, concrete/asphalt/rubber material, electronic waste, economic incentives, ordinances, alternative daily cover and education programs.
  - B. Consultant shall represent Rancho Santa Margarita for solid waste program audits with California Department of Resources Recycling and Recovery (CalRecycle).

- 1) Program audits shall include conference calls and site visits.
- C. Review Franchise Waste Hauler's Annual Rate Increase and Agreement.
- 1) Consultant shall review Rancho Santa Margarita's Franchise Waste Hauler's Request for Annual Rate Increase. Upon evaluating the request, Consultant shall prepare a recommendations memorandum to Rancho Santa Margarita.
- D. Consultant shall review and analyze Rancho Santa Margarita's Franchise Waste Hauler's agreement to ensure that Rancho Santa Margarita is receiving the services that comply with the agreement.
- 1) Franchise agreement items that will be monitored include but are not limited to: franchise fee payment, outreach fee, administrative fee, bulky waste pick-up program, electronic waste recycling, residential and commercial recycling collection, multi-family recycling, roll-off service, green waste collection, holiday tree collection, events, universal waste collection, household sharps collection, food waste collection, diversion requirements, vehicle cleaning and maintenance, replacement of carts and containers, litter abatement, spill clean-up, transportation, transportation and disposal of refuse, customer billing, complaint documentation, education and public awareness, compost giveaways, rate adjustments, grants, records, reports, and monthly/quarterly/annual reports.
- E. Consultant shall coordinate electronic waste and document shredding events.
- F. Consultant shall be knowledgeable of solid waste legislation and recommend implementation of program elements as necessary and required to be in compliance with solid waste regulations.
- 1) Legislation includes, but is not limited to, AB 1826, AB 1594, AB 341, AB 939, and AB 32.
- G. Used Oil Recycling Program. Consultant shall work with the County of Orange to implement and administer Rancho Santa Margarita's Used Oil Recycling Program. Meeting attendance is not included for this task.
- H. Temporary Hauler Permit Program. Consultant shall assist Rancho Santa Margarita in the administration of its Temporary Waste Hauler Permit program.
- 1) Review and approve temporary hauler permit applications and evaluate permitted haulers for compliance.

- I. Certified Construction and Demolition (C&D) Recycling Facility Oversight. Consultant shall provide program oversight at Rancho Santa Margarita's Certified C&D Recycling facilities.
  - 1) Consultant shall review quarterly reports submitted by each facility and monitor overall facility compliance.
  - 2) Consultant shall track diversion and disposal tonnages from reports submitted.
  
- J. Municipal Universal Waste Recycling Program. Consultant shall administer Rancho Santa Margarita's Municipal Universal Waste Collection program located at City Hall. Staff will be responsible for ensuring that universal waste containers (used by municipal staff) are transported to an appropriate recycling facility and supply Rancho Santa Margarita with new containers as containers are filled.
  
- K. Beverage Container Grant Program. Consultant shall administer the Beverage Container Recycling Grant program, ensuring that Rancho Santa Margarita is utilizing funds in an efficient and effective manner as well as remaining in compliance with grant guidelines.
  
- L. Consultant shall prepare and submit an annual 303 Hazardous Waste Collection Information form to CalRecycle.
  
- M. Prepare and submit annual Hazardous Waste ID Number Verification and Manifest Fees Assessment to the Department of Toxic Substances Control.
  
- N. Prepare and submit Hazardous Material Disclosure Annual Certification to the Orange County Health Care Agency.
  
- O. Meetings. Consultant shall represent Rancho Santa Margarita at South County Recycling Coordinators meetings, as well as the County of Orange's Recycling Coordinators meetings.
  
- P. Residential and Commercial Recycling Program. Consultant shall assist Rancho Santa Margarita in enhancing its recycling program throughout the city. Consultant will incorporate public outreach into his/her activities.

## **Reference Materials**

Consultant shall be knowledgeable and utilize relevant guidelines, documents, legal notices, and any other additional reference material as appropriate. Consultant shall also be responsible for ensuring the most recent version of all relevant documents and reference materials are used, including any addenda and errata. Such reference material may include, but is not limited to, the following:

- California Environmental Quality Act (CEQA) Determination
- Environmental Protection Act (EPA)
- Regulatory Permits
- California Regional Water Quality Control Board Requirements
  - San Diego Regional Water Quality Control Board and the County of Orange
- California Department of Resources Recycling and Recovery (CalRecycle) Requirements
- Applicable City of Rancho Santa Margarita Codes and Manuals
- Construction Best Management Practices (BMPs)
- Microsoft Office for development of reports and technical memorandums, as requested



RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO AMENDING THE FY 2016/17 AUTHORIZED POSITION SCHEDULE AND THE PUBLIC WORKS PROGRAM BUDGET IN THE GENERAL FUND

WHEREAS, staff is requesting that the Public Works Program Engineer position be increased from 0.75 FTE to 1.0 FTE in the Authorized Position Schedule; and

WHEREAS, the expected cost of said increase for the remainder of FY 2016/17 is \$27,176; and

WHEREAS, through a shared-services agreement with the City of Rancho Santa Margarita, there will be sufficient revenues received to fund this increase for the remainder of FY 2016/17 in the expected amount of \$48,000; and

WHEREAS, a funding appropriation is required should this position be increased in the Authorized Position Schedule;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That regular staff positions are hereby amended and authorized for FY 2016/17 in accordance with Exhibit A to this Resolution.

SECTION 2. Increase revenues in the City's General Fund in the amount of \$48,000.

SECTION 3. Appropriate \$27,176 in the General Fund into the Public Works Water Quality program (516101) for funding of the Program Engineer position increase through June 30, 2017.

SECTION 4. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of August, 2016.

---

Frank Ury  
Mayor

I, KAREN HAMMAN, City Clerk of the City of Mission Viejo, hereby certify that the foregoing resolution was duly adopted by the City Council of the City of Mission Viejo at a regular meeting thereof, held on the 23rd day of August, 2016, by the following vote of the Council:

AYES:  
NOES:  
ABSENT:

ATTEST:

---

Karen Hamman  
City Clerk

## EXHIBIT A

### FY 2016-17 Budget Authorized Positions Regular Positions/Full-Time Equivalents (FTE)

**TO BE EFFECTIVE AUGUST 29, 2016**

*New Job Classification*  
*Retitle*  
*Reclassification*  
*FTE Increase to Existing Job Classification*

Department	FY 2012/13	FY 2013/14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2016-17	FY 2016-17	FY 2016-17	FY 2016-17	FY 2016-17	FY 2016-17
	Actual	Actual	Adopted	Adopted	Adopted	Revised on 11/10/15	Revised on 05/10/16	Revised on 06/14/16	Change	Revised on 08/23/16	Change
<b>City Council</b>											
Councilmembers	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0.000	5,000	0.000
<b>Total City Council</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	<b>0.000</b>	<b>5,000</b>	<b>0.000</b>
<b>City Manager</b>											
City Manager	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Executive Assistant	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Senior Executive Assistant	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
<b>Total City Manager</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>0.000</b>	<b>3,000</b>	<b>0.000</b>
<b>Administrative Services</b>											
Director of Admin Services/City Treasurer	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Accountant	1,000	1,000	1,000	2,000	2,000	2,000	2,000	2,000	0.000	2,000	0.000
Accounting Clerk	1,000	1,000	1,000	1,000	1,000	1,000	1,750	1,750	0.000	1,750	0.000
Accounting Information Specialist	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.800	0.000	0.800	0.000
Accounting Manager	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Accounting Supervisor	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Accounting Technician	0.000	0.000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Administrative Assistant	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Budget & Purchasing Analyst	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Budget & Research Manager	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Human Resources Analyst	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Human Resources Manager	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1,000	1,000	1,000	0.000
Junior Accountant	1,000	1,000	1,000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Payroll & Accounting Technician	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Payroll Technician	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Purchasing Analyst	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Senior Accountant	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Senior Accounting Clerk	1,000	1,000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Senior Department Assistant	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Senior Human Resources Analyst	1,000	1,000	1,000	1,000	1,000	1,000	0.000	0.000	-1,000	0.000	0.000
Treasury Assistant	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Treasury Manager	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.900	0.000	0.900	0.000
<b>Total Administrative Services</b>	<b>14.700</b>	<b>14.700</b>	<b>14.700</b>	<b>14.700</b>	<b>14.700</b>	<b>14.700</b>	<b>15.450</b>	<b>15.450</b>	<b>0.000</b>	<b>15.450</b>	<b>0.000</b>
<b>City Clerk</b>											
City Clerk / Director of Community Relations	1,000	1,000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Director of Community Relations/City Clerk	0.000	0.000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Assistant City Clerk	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Marketing Graphics Designer	0.000	0.000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Records Management and Community Relations Coordinator	1,000	1,000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Records/Television Production Coordinator	0.000	0.000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
<b>Total City Clerk</b>	<b>3.000</b>	<b>3.000</b>	<b>4.000</b>	<b>4.000</b>	<b>4.000</b>	<b>4.000</b>	<b>4.000</b>	<b>4.000</b>	<b>0.000</b>	<b>4.000</b>	<b>0.000</b>
<b>Community Development</b>											
Director of Community Development	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Administrative Assistant	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Associate Planner	2,000	2,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Business Relations Concierge	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1,000	1,000	1,000	0.000
Code Enforcement Officer	2,000	1,000	1,000	1,000	1,000	0.000	0.000	0.000	0.000	0.000	0.000
Code Enforcement Supervisor	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Economic Development Manager	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	-1,000	0.000	0.000
Planning and Code Enforcement Technician	0.000	0.000	0.000	0.000	0.000	0.500	0.500	0.000	-0.500	0.000	0.000
Planning and Economic Development Manager	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Planning Technician	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.500	0.500	0.500	0.000
Senior Code Enforcement Officer	0.000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Senior Planner	0.000	0.000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
<b>Total Community Development</b>	<b>9.000</b>	<b>9.000</b>	<b>9.000</b>	<b>9.000</b>	<b>9.000</b>	<b>8.500</b>	<b>8.500</b>	<b>8.500</b>	<b>0.000</b>	<b>8.500</b>	<b>0.000</b>
<b>Information Technology</b>											
Director of Information Technology	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Administrative Assistant	0.750	0.750	0.750	0.750	0.750	0.750	0.750	1,000	0.250	1,000	0.000
Information Technology Manager	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Information Technology Service Delivery Manager	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Information Technology Specialist	3,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0.000	5,000	0.000
Information Technology Technician	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
<b>Total Information Technology</b>	<b>7.750</b>	<b>9.750</b>	<b>9.750</b>	<b>9.750</b>	<b>9.750</b>	<b>9.750</b>	<b>9.750</b>	<b>10.000</b>	<b>0.250</b>	<b>10.000</b>	<b>0.000</b>
<b>Library Services</b>											
Director of Library & Cultural Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Cultural Services Supervisor	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0.000	2,000	0.000
Design & Marketing Specialist	1,000	1,000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Librarian III	6.700	6.700	6.700	7.100	7.100	7.100	7.100	6.500	-0.600	6.500	0.000
Library Assistant	3.500	2.500	2.500	2.500	2.500	2.500	2.500	2.500	0.000	2.500	0.000
Library Clerk	2.900	2.900	2.900	2.900	2.900	2.900	2.900	2.900	0.000	2.900	0.000
Library Manager	3.000	3.000	3.000	3.000	3.000	3.000	3.000	3.000	0.000	3.000	0.000
Library Services Coordinator	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Senior Librarian	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	0.000	3,000	0.000
Senior Library Assistant	1,000	2,000	2,000	1,600	1,600	1,600	1,600	2,200	0.600	2,200	0.000
<b>Total Library Services</b>	<b>25.100</b>	<b>25.100</b>	<b>24.100</b>	<b>24.100</b>	<b>24.100</b>	<b>24.100</b>	<b>24.100</b>	<b>24.100</b>	<b>0.000</b>	<b>24.100</b>	<b>0.000</b>
<b>Public Services</b>											
Assistant City Manager/Director of Public Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Animal Services Assistant	3.500	3.500	4.000	4.000	4.000	4.000	5.000	5.000	0.000	5.000	0.000
Animal Services Licensing Representative	1.500	1.750	1.750	1.750	1.750	1.750	2.500	2.500	0.000	2.500	0.000
Animal Services Manager	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Animal Services Officer	4.000	4.000	4.000	4.000	4.000	4.000	6.000	6.000	0.000	6.000	0.000



**FY 2016-17 Budget  
Authorized Positions  
Regular Positions/Full-Time Equivalents (FTE)**

**TO BE EFFECTIVE AUGUST 29, 2016**

*New Job Classification  
Retitle  
Reclassification  
FTE Increase to Existing Job Classification*

Department	FY 2012/13 Actual	FY 2013/14 Actual	FY 2014-15 Adopted	FY 2015-16 Adopted	FY 2016-17 Adopted	FY 2016-17 Revised on 11/10/15	FY 2016-17 Revised on 05/10/16	FY 2016-17 Revised on 06/14/16	Change	FY 2016-17 Revised on 06/23/16	Change
<b>Animal Services</b>											
Animal Services Representative	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0.000	2,000	0.000
Animal Services Supervisor	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Animal Services Operations Supervisor	0,000	0,000	0,000	0,000	0,000	0,000	1,000	1,000	0.000	1,000	0.000
Animal Services Field Supervisor	0,000	0,000	0,000	0,000	0,000	0,000	1,000	1,000	0.000	1,000	0.000
Animal Services Volunteer Coordinator	0,750	0,750	0,750	0,750	0,750	0,750	1,000	1,000	0.000	1,000	0.000
Custodian	2,000	2,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Emergency Services Manager	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Facilities Maintenance Manager	0,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Facilities Maintenance Superintendent	1,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0.000	0,000	0.000
Public Services Operations Manager	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Public Services Supervisor	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0.000	5,000	0.000
Public Services Contracts Administrator	1,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0.000	0,000	0.000
Senior Animal Services Officer	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Senior Department Assistant	1,000	1,000	1,600	1,600	1,600	1,600	1,600	1,600	0.000	1,600	0.000
Senior Public Services Contracts Administrator	4,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0.000	5,000	0.000
<b>Total Public Services</b>	<b>31,750</b>	<b>32,000</b>	<b>32,100</b>	<b>32,100</b>	<b>32,100</b>	<b>32,100</b>	<b>37,100</b>	<b>37,100</b>	<b>0.000</b>	<b>37,100</b>	<b>0.000</b>
<b>Public Works</b>											
Director of Public Works	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Administrative Assistant	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Assistant City Engineer	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
City Engineer	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Engineering Technician	0,625	0,625	0,000	0,000	0,000	0,000	0,000	0,000	0.000	0,000	0.000
Environmental Program Administrator	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
<i>Program Engineer*</i>	<i>0,750</i>	<i>0,750</i>	<i>0,750</i>	<i>0,750</i>	<i>0,750</i>	<i>0,750</i>	<i>0,750</i>	<i>0,750</i>	<i>0.000</i>	<i>1,000</i>	<i>0,250</i>
Senior Engineering Technician	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Senior Public Works Inspector	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0.000	2,000	0.000
Transportation Analyst	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Transportation Manager	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
<b>Total Public Works</b>	<b>11,375</b>	<b>11,375</b>	<b>10,750</b>	<b>10,750</b>	<b>10,750</b>	<b>10,750</b>	<b>10,750</b>	<b>10,750</b>	<b>0.000</b>	<b>11,000</b>	<b>0,250</b>
<b>Recreation &amp; Community Services</b>											
Director of Recreation & Community Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Administrative Assistant	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Community & Senior Center Administrator	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0,000	-1,000	0,000	0,000
Community & Senior Center Supervisor	1,000	1,000	1,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
Community Services Coordinator	4,625	5,625	5,625	5,625	5,625	5,625	5,625	7,625	2,000	7,625	0,000
Community Services Manager	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	0.000	2,000	0.000
Community Services Specialist	7,175	6,175	4,950	4,950	4,950	4,950	4,950	3,000	-1,950	3,000	0,000
Community Services Supervisor	5,000	5,000	5,000	6,000	6,000	6,000	6,000	6,000	0,000	6,000	0,000
Department Assistant	3,000	3,000	2,500	1,000	1,000	1,000	1,000	1,000	0.000	1,000	0.000
Senior Department Assistant	0,800	0,800	0,800	2,300	2,300	2,300	2,300	2,300	0.000	2,300	0.000
<b>Total Recreation &amp; Community Services</b>	<b>26,600</b>	<b>26,600</b>	<b>24,875</b>	<b>24,875</b>	<b>24,875</b>	<b>24,875</b>	<b>24,875</b>	<b>23,925</b>	<b>-0,950</b>	<b>23,925</b>	<b>0,000</b>
<b>GRAND TOTAL</b>	<b>137,275</b>	<b>139,625</b>	<b>137,275</b>	<b>137,275</b>	<b>137,275</b>	<b>136,775</b>	<b>142,625</b>	<b>141,825</b>	<b>-0,700</b>	<b>142,075</b>	<b>0,250</b>

\*Program Engineer is shared services with Rancho Santa Margarita; .60 FTE Mission Viejo and .40 FTE RSM





Meeting Date

8/23/2016

# AGENDA REPORT

**Prepared By:** Mark Chagnon, Director of Public Works  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services/City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
Project V Local Transit Cooperative Agreement

**Recommended Action**

(1) Approve Cooperative Agreement No. C-6-1292 between the Orange County Transportation Authority and the City of Mission Viejo for Project V Community-Based Transit/Circulators; and (2) Adopt Resolution 16-XX Establishing Fund 222 for Project V Grant Fund, Program 525 for Project V Community-Based Transit/Circulator Operations and CIP 234 for Associated Capital Costs and Amending the FY 2016-17 Budget for Costs Related to Fund 222, Program 525 and CIP 234.

**Executive Summary**

On February 23, 2016, Council approved the submittal of grant applications for three potential local transit routes (see attached map). These included an operational grant for the Blue Line and a planning grant for the Orange and Green Lines. In June, the Orange County Transportation Authority (OCTA) approved both grants. The proposed draft Cooperative Agreement is for the operation of the Blue Line only at this time, with a separate agreement to follow for the Orange and Green Lines planning efforts.

In order to accommodate maximum annual funding limits, the typical operational grant was based on capital outlay for new buses in FY 2016-17 with actual operations not beginning until FY 2017-18. However, in consideration that OCTA is implementing bus service cuts this fall and because Mission Viejo requested the deferral of bus purchases until the success of the new service had been established, OCTA staff developed a plan for Mission Viejo to use existing buses to start service this year. In addition, although OCTA will order two new buses for the second year of service, the City is under no financial obligation for the buses until they are actually placed in service. Thereafter, the City would be responsible only for 30% of the depreciation.

The draft Cooperative Agreement defines the terms of operation. OCTA will operate the service on behalf of the City, including all maintenance, fuel, fare collection, security, insurance, and customer service (for operational issues). OCTA will also handle the procurement of new buses. The City will be responsible for marketing, branding, and bus stop improvements. Exhibit C of the Agreement summarizes the respective roles of each agency.

Exhibit B of the Agreement summarizes the funding for the program, which is for a period of seven years (six years of operation). The City will be responsible for 30% of capital costs and 10% of operating costs. The City will reimburse OCTA for the City's share of new bus procurement (30%) and operating costs (10%), while OCTA will reimburse the City for OCTA's share of bus stop improvements, marketing and branding (70%).

In the first year (FY 2016-17), capital costs will include bus stop improvements and marketing and branding of the service. The total capital cost will not exceed \$199,000, of which the City will be reimbursed 70% (up to \$139,300 through the OCTA grant). OCTA will front the operating costs and invoice the City for its 10% share (not to exceed \$45,589). Thus, the total City budget for FY 2016-17 will be \$244,589 (\$105,289 City funds/\$139,300 reimbursable through OCTA). Because the OCTA Board had not yet formally approved the project and because the funding schedule had yet to be determined, this cost was not included in the City's FY

2016-17 budget. The draft resolution proposes to establish the fund/program/project, appropriate the OCTA grant revenues, and for the City's cost share, transfer the necessary AQMD funds (fund 219) from the Marguerite Parkway Signal Synchronization Project (CIP 230) and replace said transferred funds with gas tax funds (fund 211) from savings due to favorable bids recently received for the Residential Resurfacing Program (CIP 838).

In the second through sixth years, there are only minor capital cost allowances for marketing and slightly increased operating cost allowances to provide the option of adding Saturday service. It is expected that AQMD funds will be used to fund the City's share, not to exceed \$57,384 per year.

The City will not be obligated to fund its share (\$126,000) of the cost of procuring two new buses (\$420,000) for the service until the seventh year. As stated previously, OCTA intends to order the new buses such that they are ready to place in service during the second year. If the service fails to meet minimum ridership requirements after the first year and is canceled, the City will have no financial obligation for the buses. OCTA will own the buses purchased, and the City will be responsible only for 30% of depreciated value while they are in service in Mission Viejo. The buses typically have a useful life of at least 7 years. Thus, if the service is cancelled at any time or not extended beyond the currently funded six years of operation, the City's obligation will be less than the \$126,000 reflected in the funding summary.

It is important to note that the City's share of the operations cost (not to exceed \$45,589 in FY 2016-17) is conservatively based on no fare revenue being collected. To the extent that fare (or advertising) revenue is collected, the City's share of the operations cost will be reduced. Some fare options will be presented for Council's consideration at a future date prior to the start of service.

**Fiscal Impact:**

**Amount Requested \$244,589**

**Sufficient Budgeted Funds Available?: NO** (See Draft Resolution)

<b>Prog/Fund #525219</b>	<b>Category: Pers. NO Optg. YES Cap. NO</b>	<b>-or-</b>	<b>CIP #</b>	<b>Fund #219</b>	<b>\$45,589</b>
<b>Prog/Fund #051219</b>	<b>Category: Pers. NO Optg. NO Cap. NO</b>	<b>-or-</b>	<b>CIP #234</b>	<b>Fund #219</b>	<b>\$59,700</b>
<b>Prog/Fund #051222</b>	<b>Category: Pers. NO Optg. NO Cap. NO</b>	<b>-or-</b>	<b>CIP #234</b>	<b>Fund #222</b>	<b>\$139,300</b>

**Previous Relevant Council Actions for This Item**

2-23-2016 Authorization to Submit Grant Applications

**Attachments**

Draft Agreement

Map

Draft Resolution



1 **COOPERATIVE AGREEMENT NO. C-6-1292**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **CITY OF MISSION VIEJO**

6 **FOR**

7 **PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATORS**

8 **THIS AGREEMENT** is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by  
9 and between the Orange County Transportation Authority, 600 South Main Street, Orange, California  
10 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"),  
11 and the City of Mission Viejo, 200 Civic Center, Mission Viejo, California 92691, a municipal corporation  
12 duly organized and existing under the constitution and laws of the State of California (hereinafter  
13 referred to as "CITY") (mutually referred to herein as "PARTIES" or each individually as a "PARTY").

14 **RECITALS:**

15 **WHEREAS**, AUTHORITY and CITY desire to enter into a Cooperative Agreement to define the  
16 roles and responsibilities related to funding between AUTHORITY and CITY for two buses, bus stop  
17 amenities, marketing and operation of a community circulator (hereinafter referred to as "PROJECT"),  
18 further defined by the project description provided by the Project description in Exhibit A; and

19 **WHEREAS**, AUTHORITY's Board of Directors (Board) approved the Renewed Measure M (M2)  
20 Eligibility Guidelines - Local Agency Preparation Manual on January 25, 2010, and subsequent  
21 amendments, most recently on April 11, 2016; and

22 **WHEREAS**, AUTHORITY's Board approved the Comprehensive Transportation Funding  
23 Programs (CTFP) Guidelines on March 22, 2010; and

24 **WHEREAS**, AUTHORITY's Board approved the revised Project V - Community based Transit  
25 Circulator Program Guidelines on November 23, 2015; and

26 /

1           **WHEREAS**, AUTHORITY will periodically update the M2 Eligibility Guidelines - Local Agency  
2 Preparation Manual and the CTFP Guidelines whereby the most recent update is incorporated herein  
3 by reference; and

4           **WHEREAS**, AUTHORITY and CITY agree that M2 funding is subject to CITY fulfilling M2  
5 eligibility requirements; and

6           **WHEREAS**, AUTHORITY and CITY agree that PROJECT must adhere to the CTFP Guidelines  
7 precepts except where specific, more detailed instruction is provided through Project V guidelines or  
8 within this Cooperative Agreement; and

9           **WHEREAS**, CITY and AUTHORITY agree that AUTHORITY shall provide two buses and  
10 operate service on CITY's behalf; and

11           **WHEREAS**, AUTHORITY will provide federally required complementary paratransit service;  
12 and

13           **WHEREAS**, CITY shall act as lead to perform all marketing for the PROJECT, purchase bus  
14 stop amenities (including bus shelters, bus benches, trash cans, sidewalks, curb and gutter and ramps)  
15 and provide all signage and maintenance for the bus stop amenities including adherence to  
16 AUTHORITY safety requirements for bus stops; and

17           **WHEREAS**, PROJECT bus service/operations is fixed-route, open to the public, and fully  
18 accessible for persons with disabilities in compliance with the Americans with Disabilities Act; and

19           **WHEREAS**, AUTHORITY's Board has approved Project V funding for PROJECT for up to  
20 seven (7) years in the total amount not-to-exceed Three Million, Three Hundred Thirty-Two Thousand,  
21 Eight Hundred Seventy-Nine Dollars (\$3,332,879), and AUTHORITY and CITY agree that the capital  
22 amount to be provided by AUTHORITY is Four Hundred Seventy-Five Thousand, Three Hundred  
23 Dollars (\$475,300) and the annual operating subsidy will be provided consistent with operating statistics  
24 as defined in the Project V Guidelines in an uninflated amount of Two Million, Eight Hundred Fifty-  
25 Seven Thousand, Five Hundred Seventy-Nine Dollars (\$2,857,579).

26           **WHEREAS**, CITY has agreed to provide a minimum of thirty percent (30%) local match for

1 minimum capital purchases of Six Hundred Seventy-Nine Thousand Dollars (\$679,000) and additional  
2 local match for operations and maintenance costs to meet operating expenses not covered by  
3 AUTHORITY subsidy and fares/fees; and

4 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions, roles and  
5 funding responsibilities between AUTHORITY and CITY for PROJECT(s); and

6 **WHEREAS**, CITY's Council approved this Cooperative Agreement on this 23<sup>rd</sup> day of August,  
7 2016;

8 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as  
9 follows:

10 **ARTICLE 1. COMPLETE AGREEMENT**

11 A. This Agreement, including any attachments incorporated herein and made applicable  
12 by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this  
13 Agreement between PARTIES and it supersedes all prior representations, understandings, and  
14 communications. The invalidity in whole or in part of any term(s) or condition(s) of this Agreement  
15 shall not affect the validity of other term(s) or condition(s) of this Agreement. The above-referenced  
16 Recitals are true and correct and are incorporated by reference herein.

17 B. AUTHORITY's failure to insist on any instance(s) of CITY's performance of any  
18 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of  
19 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s),  
20 and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any  
21 portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed  
22 in writing by an authorized representative of AUTHORITY by way of a written amendment to this  
23 Agreement and issued in accordance with the provisions of this Agreement.

24 C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any  
25 term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of  
26 CITY's right to such performance or to future performance of such term(s) or condition(s), and

1 AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any  
2 portion of this Agreement shall not be binding upon CITY except when specifically confirmed in  
3 writing by an authorized representative of CITY by way of a written amendment to this Agreement  
4 and issued in accordance with the provisions of this Agreement.

5 **ARTICLE 2. SCOPE OF AGREEMENT**

6 This Agreement specifies the terms and conditions, roles and responsibilities of the PARTIES  
7 as they pertain to the subjects and projects addressed herein. Both AUTHORITY and CITY agree that  
8 each will cooperate and coordinate with the other in all activities covered by this Agreement and any  
9 other supplemental agreements, including Letter Agreements, which may be required to facilitate  
10 purposes thereof.

11 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

12 AUTHORITY agrees to the following responsibilities for PROJECT:

13 A. To provide two 32-foot CNG buses to operate service and outfit with technology  
14 necessary for communications and fare collection.

15 B. To provide a spare/backup vehicle and outfit with technology necessary for  
16 communications and fare collection.

17 C. To assist in the scheduling of the service and include information as appropriate in  
18 AUTHORITY's Bus Book and Just Click Trip Planner.

19 D. To operate service on behalf of CITY.

20 E. To provide federally required complementary paratransit service.

21 F. To act as the lead agency responsible for activities as defined as "OCTA Role" in Exhibit  
22 C, Mission Viejo Project V – Responsibilities.

23 G. To provide PROJECT funding for capital purchases in the amount not to exceed Four  
24 Hundred Seventy-Five Thousand, Three Hundred Dollars (\$475,300) for bus stop amenities and  
25 marketing provided by CITY and for two 32-foot CNG buses provided by AUTHORITY.

26 H. To provide annual operating subsidy for PROJECT for up to six (6) years in the amount

1 of no more than Nine Dollars (\$9.00) per boarding OR Ninety Percent (90%) of net operations and  
2 maintenance costs (after deducting fares/fees) at an estimated amount in accordance with Project V  
3 Guidelines, whichever is lower, consistent with Exhibit B, Mission Viejo Project V Estimated Funding  
4 Schedule.

5 I. To adjust Nine Dollars (\$9.00) per boarding OCTA subsidy based on Consumer Price  
6 Index (CPI) published by Department of Industrial Relations (DIR) for the Los Angeles, Riverside and  
7 Orange County areas and to account for other cost increases to provide bus service.

8 J. To provide ridership data to CITY at least quarterly, but no more frequently than  
9 monthly.

10 K. To calculate operations and maintenance cost per boarding and boardings per revenue  
11 vehicle hour on a monthly basis.

12 L. Upon notification from CITY, include any non-AUTHORITY revenues (excluding fares)  
13 received for PROJECT in calculation of the matching amount.

14 M. To submit a quarterly invoice to CITY, Project V - Capital and Operations & Maintenance  
15 Invoice, for matching amount for two 32-foot CNG buses and quarterly operating subsidy in accordance  
16 with Project V Guidelines, consistent with Exhibit B, Mission Viejo Project V Estimated Funding  
17 Schedule.

18 N. To reimburse CITY for AUTHORITY's share of marketing efforts, bus stop amenities  
19 procured directly by CITY within sixty (60) days of receipt of an acceptable invoice according to  
20 ARTICLE 5.

21 O. To compile all operational data necessary for National Transit Database reporting and  
22 file with the Federal Transit Administration.

23 P. To provide all services in accordance with the Board-approved Project V guidelines.

24 Q. In the event that the minimum performance standards in accordance with Project V  
25 guidelines are not met after the first and second years of service and maintained at least annually  
26 based on an annual average thereafter, to provide sixty (60) days' notice to CITY that service will be

1 discontinued, to work with CITY to notify the public and to discontinue the service.

2 R. In the event service is discontinued, AUTHORITY will retain ownership of the two 32-  
3 foot CNG buses. AUTHORITY will reimburse CITY depreciated net value of the vehicles based upon  
4 the proportional share of City's matching funds.

5 S. To provide and install decals on the two dedicated buses.

6 T. To provide customer service for non-operational issues and forward all operational  
7 issues including Lost and Found inquiries to AUTHORITY.

8 **ARTICLE 4. RESPONSIBILITIES OF CITY**

9 CITY agrees to the following responsibilities for PROJECT:

10 A. Act as lead to purchase bus stop amenities and provide all signage and maintenance for  
11 the bus stops including adherence to AUTHORITY's safety requirements for bus stops.

12 B. To act as the lead agency responsible for activities as defined as "City Role" in Exhibit  
13 C, Mission Viejo Project V - Responsibilities.

14 C. To provide branding and marketing of service.

15 D. To assist AUTHORITY Transit Police Services as necessary.

16 E. To provide eligible local matching amounts for capital purchases at a minimum amount  
17 of thirty percent (30%) required local match in an amount currently estimated to be Two Hundred Three  
18 Thousand, Seven Hundred Dollars (\$203,700).

19 F. To provide eligible local matching amounts of ten percent (10%) of net operations and  
20 maintenance costs (after deducting fares/fees), OR balance of net operations and maintenance costs  
21 after AUTHORITY has paid Nine Dollars (\$9.00) per boarding, whichever is greater, in accordance with  
22 Project V Guidelines, consistent with Exhibit B, Mission Viejo Project V Estimated Funding Schedule.

23 G. To adopt AUTHORITY regular adult fare and note in any CITY publications of fares that  
24 CITY is subsidizing the AUTHORITY adult fare.

25 H. To pay matching amounts for all work performed on PROJECT as invoiced by  
26 AUTHORITY in accordance with Project V Guidelines within sixty (60) days of receipt of the invoice,

1 consistent with Exhibit B.

2 I. To notify AUTHORITY of any non-AUTHORITY revenues received for PROJECT.

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5 J. To include and identify any non-AUTHORITY or grant revenues received along with any  
6 requirements associated with external fund sources for PROJECT in payment to AUTHORITY for local  
7 match.

8 K. To submit invoices to AUTHORITY consistent with ARTICLE 5. CITY REQUEST FOR  
9 REIMBURSEMENT for bus stop amenities and marketing included in PROJECT.

10 **ARTICLE 5. CITY REQUEST FOR REIMBURSEMENT**

11 A. CITY shall contribute at least thirty percent (30%) of matching funds, as is specified  
12 within this Agreement in ARTICLE 4, Paragraph F, toward the actual costs of buses, marketing and bus  
13 stop amenities included in PROJECT.

14 B. CITY shall prepare and submit to AUTHORITY invoices in accordance with the  
15 reimbursement procedures identified in the CTFP guidelines. CITY's invoice shall include allowable  
16 PROJECT costs incurred and paid for by CITY consistent with the PROJECT's Scope of Work. The  
17 invoice submitted by CITY shall be signed by an authorized agent who can duly certify the accuracy of  
18 the included information. Advance payments by AUTHORITY are not allowed.

19 C. The invoice must be submitted on CITY's letterhead.

20 D. The invoice shall be submitted by CITY and in duplicate to AUTHORITY's Accounts  
21 Payable Office. Each invoice shall include the following information:

22 a. Agreement Number C-6-1292;

23 b. The total of PROJECT expenditures shall specify the percent and amount to be  
24 reimbursed which shall not exceed Seventy Percent (70%) of the total eligible capital expenditures in  
25 accordance with Exhibit B, Mission Viejo Project V Estimated Funding Schedule. In addition, to include  
26 any non-AUTHORITY revenues received in calculation of local match.

1 c. Support documentation for all expenses invoiced.

2 d. Adequate detail describing all work completed.

3 e. Documentation providing evidence that the contractor has been paid by the  
4 CITY or evidence of payment for force account work.

5 f. Certification signed by the CITY or his/her designated alternate that a) The  
6 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup  
7 information included with the invoice is true, complete and correct in all material respects; c) All  
8 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be  
9 made to subcontractors and suppliers from the proceeds of the payments covered by the certification  
10 and; e) The invoice does not include any amount which CITY intends to withhold or retain from a  
11 subcontractor or supplier unless so identified on the invoice.

12 g. Such other information as requested by AUTHORITY.

13 E. Total payments by AUTHORITY shall not exceed the funding amount for bus stop  
14 amenities and marketing specified in ARTICLE 3, paragraph G above.

15 F. CITY shall submit final invoice no later than ninety (90) days after final acceptance of  
16 bus stop amenities.

17 G. CITY shall submit at minimum annual invoices for the marketing costs.

18 **ARTICLE 6. DELEGATED AUTHORITY**

19 The actions required to be taken by CITY in the implementation of this Agreement are  
20 delegated to its Director of Public Works, or his/her designee, and the actions required to be taken by  
21 AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive  
22 Officer, or designee.

23 **ARTICLE 7. AUDIT AND INSPECTION**

24 AUTHORITY and CITY shall maintain a complete set of records in accordance with generally  
25 accepted accounting principles. Upon reasonable notice, CITY shall permit the authorized  
26 representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and



1 other data and records of CITY for a period of five (5) years after final payment, or completion of audit  
2 by AUTHORITY, or after final payment of debt service, whichever is longer. For purposes of audit, the  
3 date of completion of this Agreement shall be the date of AUTHORITY's payment of CITY's final billing  
4 under this Agreement. AUTHORITY shall have the right to reproduce any such books, records, and  
5 accounts. The above provision with respect to audits shall extend to and/or be included in contracts with  
6 CITY's contractor(s).

7 **ARTICLE 8. INDEMNIFICATION**

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

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

1 C. Any Contractor hired by AUTHORITY to perform business related to this Agreement  
2 shall be required to list CITY as an additional insured under the insurance policies related to the  
3 Agreement as appropriate. In the event CITY hires a contractor to perform business related to this  
4 Agreement, Contractor shall be required to list AUTHORITY as an additional insured under the  
5 insurance policies related to the Agreement as appropriate.

6 D. The indemnification and defense obligations of this Agreement shall survive its  
7 expiration or termination.

8 **ARTICLE 9. ADDITIONAL PROVISIONS**

9 PARTIES agree to the following mutual responsibilities:

10 A. Term of Agreement: This Agreement shall continue in full force and effect on an annual  
11 basis subject to meeting minimum performance standards of ridership or December 31, 2023,  
12 whichever is earlier. This Agreement may only be extended upon mutual agreement by both parties.

13 B. Termination: AUTHORITY may terminate this Agreement at any time for any reason  
14 following sixty (60) days' written notice to CITY.

15 C. Termination for Convenience: Either PARTY may terminate this Agreement for its  
16 convenience by providing sixty (60) days' prior written notice of its intent to terminate for convenience to  
17 the other PARTY.

18 D. Amendments: This Agreement may be amended in writing at any time by the mutual  
19 consent of all PARTIES. No amendment shall have any force or effect unless executed in writing by all  
20 PARTIES.

21 E. PARTIES shall comply with all applicable federal, state, and local laws, statues,  
22 ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

23 F. Legal Authority: PARTIES hereto consent that they are authorized to execute this  
24 Agreement on behalf of said PARTIES and that; by so executing this agreement, all PARTIES hereto  
25 are formally bound to the provisions of this Agreement.

26 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be

1 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
2 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or  
3 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

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

17 J. Assignment: Neither this Agreement, nor any of the PARTIES' rights, obligations,  
18 duties, or authority hereunder may be assigned in whole or in part by any PARTY without the prior  
19 written consent of the other PARTIES in their sole and absolute discretion. Any such attempt of  
20 assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be  
21 deemed consent to any subsequent assignment, nor the waiver of any right to consent to such  
22 subsequent assignment.

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

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

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8 M. Notices: Any notices, requests, or demands made between the PARTIES pursuant to  
 9 this Agreement are to be directed as follows:

To CITY:	To AUTHORITY:
City of Mission Viejo 200 Civic Center Mission Viejo, CA 92691 Attention: Mark Chagnon Director of Public Works Tel: 949-470-3091 E-mail: mchagnon@cityofmissionviejo.org	Orange County Transportation Authority 600 South Main Street Orange, CA 92863-1584 Attention: Donald Herrera Contract Administrator Tel: 714-560-5644 E-mail: dherrera@octa.net

18 N. Successors and Assigns: The provisions of this Agreement shall bind and inure to the  
 19 benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.

20 This Agreement shall be made effective upon execution by both parties.

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1           **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Agreement No. C-6-1292 to  
2 be executed on the date first above written.

3 **CITY OF MISSION VIEJO**

**ORANGE COUNTY TRANSPORTATION  
AUTHORITY**

4  
5 By: \_\_\_\_\_  
6 Frank Ury  
Mayor

By: \_\_\_\_\_  
Darrell Johnson  
Chief Executive Officer

7 **ATTEST:**

**APPROVED AS TO FORM**

8  
9 By: \_\_\_\_\_  
10 Karen Hamman  
City Clerk

By: \_\_\_\_\_  
James Donich  
General Counsel

11 **APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

12  
13 By: \_\_\_\_\_  
William P. Curley III  
City Attorney

By: \_\_\_\_\_  
Kia Mortazavi  
Executive Director, Planning

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15 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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## EXHIBIT A

## ADDITIONAL INFORMATION IN RESPONSE TO OCTA GUIDELINES

The guidelines request specific information to accompany the application. The City is summarizing the information here for the sake of clarity. This section addresses the requirements in Section 8.0 of the guidelines.

**Project Need, Goals and Objectives**

The City of Mission Viejo has explored the concept of a circulator linking the Laguna Niguel/Mission Viejo Metrolink station, The Shops at Mission Viejo, Mission Hospital, Saddleback College, the Crown Valley Business Corridor east of 1-5, residential areas unserved by OCTA along/near Felipe Road, and the Norman P. Murray Community Center. The City prepared a *Transit Needs Assessment Study* in 2008 for OCTA's Go Local program. The need for better connections within Mission Viejo still exists in 2016. In fact, Capistrano Valley High School has expressed an interest in a community circulator that could transport its students safely to and from school.

The overall goal of this project is to improve mobility within the City of Mission Viejo. This project proposes weekday service only in the first year of operation and weekday and Saturday service in subsequent years.

Project objectives include:

- Improve connections between Mission Viejo and the Laguna Niguel/Mission Viejo Metrolink station throughout the day
- Enhance the ability of senior citizens and other residents within the City to access the Norman P. Murray Community Center
- Serve Mission Hospital and Medical Center, Saddleback College, and The Shops at Mission Viejo
- Fill in gaps in OCTA service, particularly along Felipe Road
- Provide parents and students at Capistrano Valley High School with new options for

1 traveling to and from school.

2 **Project Development and Implementation Schedule**

3 The City has done all necessary planning work. The Mission Viejo Circulator is ready for  
4 implementation in 2017, with operations commencing at the beginning of FY 2017-18.

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**EXHIBIT B**

**MISSION VIEJO PROJECT V FUNDING SCHEDULE**

<b>CAPITAL COSTS</b>			
Shuttle Purchase, Shelters and Marketing			

	<b>OCTA</b>	<b>LOCAL MATCH 30%</b>	<b>TOTAL CAPITAL</b>
<b>FY 16/17</b>	\$139,300	\$59,700	\$199,000
<b>FY 17/18</b>	\$7,000	\$3,000	\$10,000
<b>FY 18/19</b>	\$7,000	\$3,000	\$10,000
<b>FY 19/20</b>	\$7,000	\$3,000	\$10,000
<b>FY 20/21</b>	\$7,000	\$3,000	\$10,000
<b>FY 21/22</b>	\$7,000	\$3,000	\$10,000
<b>FY 22/23</b>	<u>\$301,000</u>	<u>\$129,000</u>	<u>\$430,000</u>
<b>7-YEAR TOTAL</b>	<b><u>\$475,300</u></b>	<b><u>\$203,700</u></b>	<b><u>\$679,000</u></b>

<b>OPERATIONS COSTS</b>			
Bus Operations			

	<b>OCTA</b>	<b>LOCAL MATCH 10%</b>	<b>TOTAL OPERATIONS COSTS</b>
<b>FY 16/17</b>	\$410,304	\$45,589	\$455,893
<b>FY 17/18</b>	\$489,455	\$54,384	\$543,839
<b>FY 18/19</b>	\$489,455	\$54,384	\$543,839
<b>FY 19/20</b>	\$489,455	\$54,384	\$543,839
<b>FY 20/21</b>	\$489,455	\$54,384	\$543,839
<b>FY 21/22</b>	<u>\$489,455</u>	<u>\$54,384</u>	<u>\$543,839</u>
<b>FY 22/23</b>			
<b>7-YEAR TOTAL</b>	<b><u>\$2,857,579</u></b>	<b><u>\$317,509</u></b>	<b><u>\$3,175,088</u></b>
<b>Total Share</b>	<b><u>\$3,332,879</u></b>	<b><u>\$521,209</u></b>	
<b>Total Percentage</b>	<b>86%</b>	<b>14%</b>	
<b>Total Project Cost</b>			<b><u>\$3,854,088</u></b>

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1 **EXHIBIT C**

2 **MISSION VIEJO PROJECT V RESPONSIBILITIES**

3 **VEHICLE OPERATIONS**

DUTY	OCTA ROLE	CITY ROLE
Revenue Vehicle Movement Control (Dispatch)	OCTA will dispatch Project V service within the same resources used of OCTA fixed-route service.	City may contact OCTA Central Communications for questions regarding status of bus service.
Scheduling and Routing	OCTA will develop the final schedule and provide to City for circulation.	City may develop span of service, routing, and frequency with input from OCTA.
Ticketing and Fare Collection	OCTA will collect and deposit all fare revenue. OCTA will provide credit of OCTA's average fare for passengers using OCTA fare media. Farebox reports will be used to determine fares from Project V service and will be considered in development of Project V invoice to City.	City will set fares and may sell its own fare media.  If fare is less than OCTA adult fare, all City publications of fares must note the fare is being subsidized by the City.  OCTA bus passes will be accepted on the Project V route.
Fares	OCTA will determine appropriate credit for use of OCTA fare media. OCTA will amend the existing agreement with Metrolink to receive reimbursement from Metrolink for accepting Metrolink passes.	City will determine passenger fares. If fare is less than OCTA adult fare, all City publications of fares must note the fare is being subsidized by the City.
System Security	OCTA will include Project V routes in the service plan to deploy Transit Police Services.	City will assist OCTA Transit Police Services as necessary.
Revenue Vehicle Operation	OCTA will provide coach operators and field supervisor staff for Project V service.	None
Complementary Paratransit	OCTA will provide Federally-required complementary paratransit through the existing OCTA ACCESS service. The cost for the additional service will be reimbursed internally with Project V funds.	None
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**VEHICLE MAINTENANCE**

<b>DUTY</b>	<b>OCTA ROLE</b>	<b>CITY ROLE</b>
Vehicle Procurement	OCTA will procure two (2) 32-foot, CNG buses appropriate for Project V service and will outfit with technology necessary for communications and fare collection. These two vehicles will be used exclusively for the Mission Viejo service. Backup/spare vehicles will be provided as needed.	City will provide OCTA with artwork for use on the sides of the buses prior to vehicle delivery.
Inspection and Maintenance of Revenue Vehicles	OCTA will maintain the Project V buses using the same processes for the existing OCTA bus fleet.	None
Repairs of Revenue Vehicles	Repairs are included in the hourly cost in the agreement. This includes repairs due to accidents and vandalism.	None
Servicing and Fuel of Service Vehicles	OCTA will service and fuel the Project V buses using the same procedures used for the existing OCTA bus fleet.	None

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**GENERAL ADMINISTRATION**

<b>DUTY</b>	<b>OCTA ROLE</b>	<b>CITY ROLE</b>
General Insurance	OCTA will provide insurance for vehicle operations through the operations contractor's insurance. City will be named as additional insured.	None
Data Processing	OCTA will provide ridership data to City on a quarterly basis.	None
General Management	OCTA will provide a list of contacts to the City for assistance and service-related questions.	City will provide a single point of contact for OCTA. City will send operational issues to the OCTA contact.
Customer Service	OCTA will investigate customer comments as required.	City will handle all customer inquiries and comments regarding non-operational issues and forward all operational issues, including Lost and Found inquiries, to OCTA.
Promotion	OCTA will include information about the service in the OCTA <i>Just Click Trip Planner</i> and the OCTA <i>Bus Book</i> .	City is responsible for any additional promotion.
National Transit Database	OCTA will compile operational data necessary for NTD reporting and file with the FTA.	None
Ownership	OCTA will own the vehicles purchased.	City will own the bus stop amenities.

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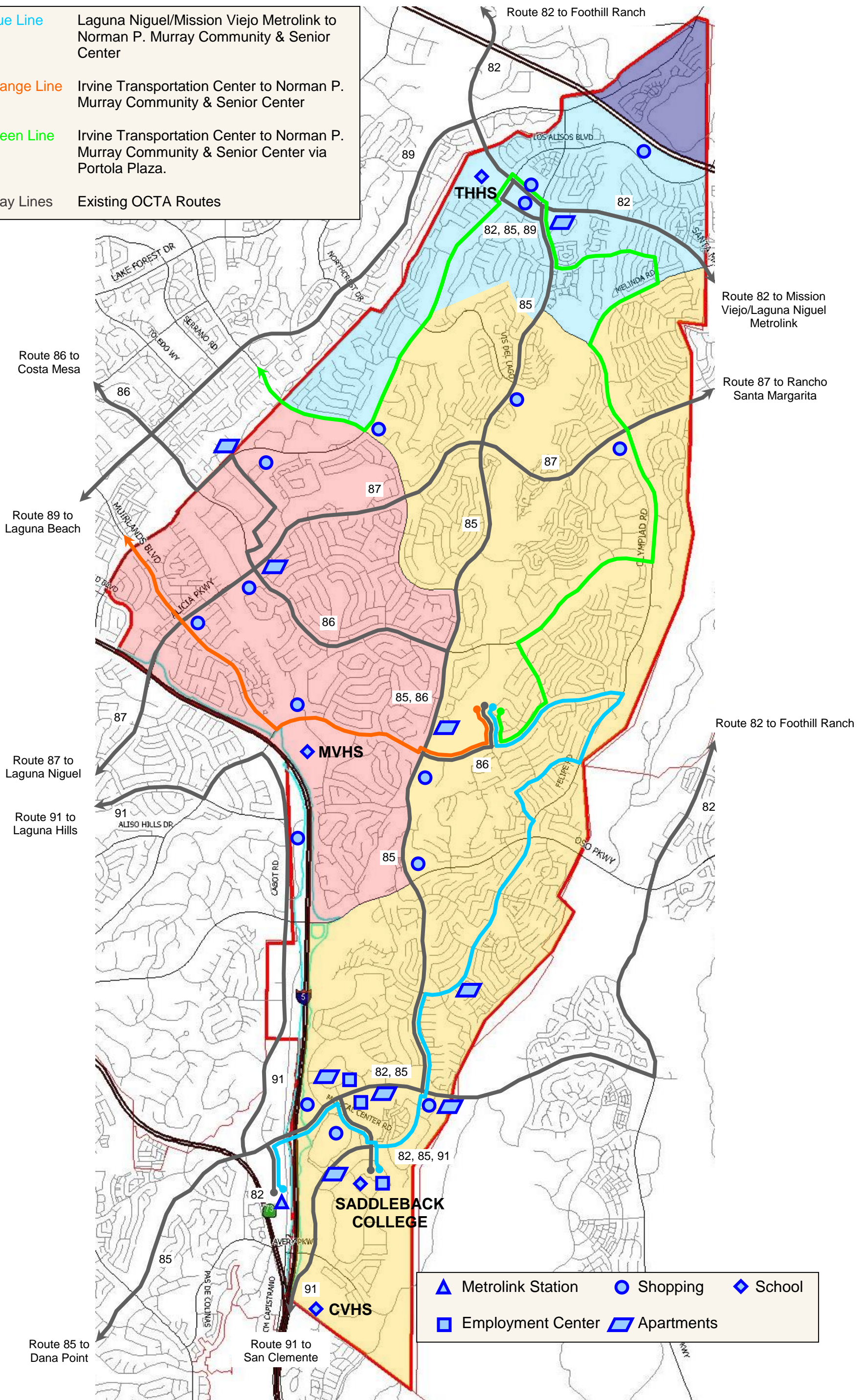
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# Go Local

## Draft Routes

<b>Blue Line</b>	Laguna Niguel/Mission Viejo Metrolink to Norman P. Murray Community & Senior Center
<b>Orange Line</b>	Irvine Transportation Center to Norman P. Murray Community & Senior Center
<b>Green Line</b>	Irvine Transportation Center to Norman P. Murray Community & Senior Center via Portola Plaza.
<b>Gray Lines</b>	Existing OCTA Routes





RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO ESTABLISHING FUND 222 FOR PROJECT V GRANT FUND, PROGRAM 525 FOR PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATOR OPERATIONS AND CIP 234 FOR ASSOCIATED CAPITAL COSTS AND AMENDING THE FY 2016-17 BUDGET FOR COSTS RELATED TO FUND 222, PROGRAM 525 AND CIP 234.

WHEREAS, the Orange County Transportation Authority (OCTA) has approved grant funding under Measure M2 Project V for the provision of community-based transit circulators for Mission Viejo and it is desirable to establish new Fund 222, a new Program 525 for transit service operations and CIP 234 for associated capital costs; and

WHEREAS, the City's matching share of costs for FY 2016-17 will not exceed \$45,589 for operations and \$59,700 for capital expenditures (\$105,289 total) and there are funds available from project savings in the Residential Resurfacing Project (CIP 838); and

WHEREAS, capital expenditures not to exceed \$139,300 will be made by the City in FY 2016-17 and reimbursed by OCTA through Project V;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That Fund 222, Program 525 and Capital Improvement Project 234 be established for the Mission Viejo Project V Community-Based Transit/Circulator operations and capital costs, respectively.

SECTION 2. Transfer \$45,589 in AQMD Funds (fund 219) from CIP 230 (account no. 051219-8499-17230/17230.219.70) to Program 525 (account no. 525219-7650).

SECTION 3. Transfer \$59,700 in AQMD Funds (fund 219) from CIP 230 (account no. 051219-8499-17230/17230.219.70) to CIP 234 (account no. 051219-8499-17234/17234.219.70).

SECTION 4. Transfer \$105,289 in gas tax funds (fund 211) from CIP 838 (account no. 051211-8499-17838/17838.211.70) to CIP 230 (account no. 051211-8499-17230/17230.211.70).

SECTION 5. Increase expected revenues in Project V Grant Fund 222 (account no. 051222-4760-17234) in the amount of \$139,300 and appropriate said funds to CIP 234 (account no. 051222-8499-17234/17234.222.70).

SECTION 6. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of August, 2016.

---

Frank Ury  
Mayor

I, KAREN HAMMAN, City Clerk of the City of Mission Viejo, hereby certify that the foregoing resolution was duly adopted by the City Council of the City of Mission Viejo at a regular meeting thereof, held on the 23rd day of August, 2016, by the following vote of the Council:

AYES:  
NOES:  
ABSENT:

ATTEST:

---

Karen Hamman  
City Clerk





# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Keith Rattay, Director of Public Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
Pavion Park Restroom Construction (CIP 304) - Notice of Completion

**Recommended Action**  
(1) Certify the completion of and accept the improvements for the subject project; (2) authorize the City Manager to sign the Notice of Completion; (3) authorize the City Clerk to record Notice of Completion with the County of Orange and to release the Faithful Performance and Payment Bonds one year and thirty- five (35) days respectively, after the date of recordation of the Notice of Completion contingent upon no claims or liens being filed with the City and (4) authorize the payment of the final retention of \$16,583.25 thirty-five (35) days after the date of recordation of the Notice of Completion.

**Executive Summary**  
On April 12, 2016 the City Council approved a contract with Act 1 Construction, Inc. for the construction of the Pavion Park Restroom. The contractor worked with City staff to insure the construction had minimum impact to the neighboring area. The construction has met the requirements of the project specifications and is fully operational. A Notice of Completion and summary of expenses has been included for your review.

**Fiscal Impact:**

<b>Amount Requested \$</b>						
<b>Sufficient Budgeted Funds Available?:</b> (If no, see attached fiscal analysis)						
<b>Prog/Fund #</b>	<b>Category:</b>	<b>Pers.</b>	<b>Optg.</b>	<b>Cap.</b>	<b>-or-</b>	<b>CIP# Fund#</b>

**Previous Relevant Council Actions for This Item**  
04-12-2016 – Award of Contract  
01-26-2016 – Reject all bids and authorize staff to re-bid for project  
11-10-2015 - Authorization to bid

**Attachments**  
Exhibit A - Notice of Completion  
Exhibit B - Budget Summary

RECORDING REQUESTED BY  
AND RETURN TO:

CITY CLERK  
CITY OF MISSION VIEJO  
200 Civic Center  
Mission Viejo, CA 92691

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. The City of Mission Viejo is the owner of the property hereinafter described.
2. The full address of the City of Mission Viejo is 200 Civic Center, Mission Viejo, California 92691.
3. A contract was awarded by the City Council of the City of Mission Viejo to: Act 1 Construction, Inc. to perform the following work of improvement:  
Pavion Park Restroom Construction
4. Said work was completed by said company according to plans and specifications and to the satisfaction of the Director of Public Works of the City of Mission Viejo and that said work was accepted by the City Council of the City of Mission Viejo at a regular meeting thereof held on August 23, 2016. That upon said contract the International Fidelity Insurance Company was surety for the bond given by the said company as required by law.
5. The property on which said work of improvement was completed is in the City of Mission Viejo, County of Orange, State of California, and is described as follows:  
Pavion Park Restroom Construction
6. The street address of said property is 24051 Pavion in Mission Viejo, CA

Dated at Mission Viejo, California, this 23<sup>rd</sup> day of August, 2016.

\_\_\_\_\_  
Dennis Wilberg  
City Manager  
City of Mission Viejo

STATE OF CALIFORNIA )  
County of Orange )  
City of Mission Viejo )

I, Karen Hamman, am the City Clerk of the City of Mission Viejo, California and do hereby certify under penalty of perjury, that the foregoing NOTICE OF COMPLETION is true and correct, and that said NOTICE OF COMPLETION was duly and regularly ordered to be recorded in the Office of the County Recorder of Orange by said City Council.

Dated at Mission Viejo, California, this 23<sup>rd</sup> day of August, 2016

\_\_\_\_\_  
Karen Hamman  
City Clerk  
City of Mission Viejo

**Budget Summary  
CIP 304  
Pavion Park Restroom**

**Budget** **\$500,000.00**

***SUMMARY OF EXPENSES:***

ACT 1	\$331,665.00
ARC	\$225.25
MCE Consultants	\$19,753.22
Johnson-Frank & Associates Inc.	\$3,375.00
Petra Geosciences Inc.	\$9,500.00
Santa Margarita Water District	\$1609.52
Sir Speedy	\$632.62
Orange County Register	\$555.76
Permit Fees	\$1,227.23

**TOTAL EXPENSES TO DATE** **\$368,543.60**

**REMAINING BUDGET BALANCE** **\$131,456.40**





Meeting Date

08/23/16

# AGENDA REPORT

**Prepared By:** Dennis Wilberg, City Manager

**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer

**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

First Amendment to the Legislative Advocacy and Government Relations Services Agreement

**Recommended Action**

Approve First Amendment to the existing contract with the Professional Services Agreement with Townsend Public Affairs for the period of July 1, 2016 to June 30, 2017 for State legislative advocacy and government relations services for a total not to exceed the amount of \$60,000.

**Executive Summary**

Townsend Public Affairs has provided State legislative advocacy services since 2007. The attached Professional Services Agreement with Townsend Public Affairs provides for the continuation of these State legislative advocacy and government relations services for a total not to exceed amount of \$60,000, which is based on a \$5,000 per month retainer fee. This fee has not increased since 2007. Funding for these services is included in the proposal Fiscal Year 2016-17 budget.

**Fiscal Impact:**

**Amount Requested \$60,000.00**

**Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)**

**Prog/Fund # 115101 Category: Pers. NO Optg. Cap. -or- CIP# Fund#6535**

**Previous Relevant Council Actions for This Item**

July 7, 2015 – Approved Professional Services Agreement with Townsend Public Affairs  
July 7, 2014 – Approved Professional Services Agreement with Townsend Public Affairs  
July 1, 2013 – Approved Professional Services Agreement with Townsend Public Affairs  
June 18, 2012 – Approved Professional Services Agreement with Townsend Public Affairs  
July 5, 2011 – Approved Professional Services Agreement with Townsend Public Affairs  
July 6, 2010 – Approved Professional Services Agreement with Townsend Public Affairs  
July 6, 2009 – Approved Professional Services Agreement with Townsend Public Affairs  
July 7, 2008 – Approved Professional Services Agreement with Townsend Public Affairs  
May 4, 2007 – Approved Professional Services Agreement with Townsend Public Affairs  
March 19, 2007 – Established an Ad Hoc Committee to review, interview, and recommend a State legislative advocacy firm.

**Attachments**

1. First Amendment to the Legislative Advocacy and Government Relations Services Agreement
2. Professional Services Agreement with Townsend Public Affairs for State legislative tracking, analysis, and advocacy services.

# CITY OF MISSION VIEJO

## AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS INC. FOR PROFESSIONAL SERVICES UP TO \$30,000 (Insurance Required)

**THIS AGREEMENT**, is made and effective as of **July 1, 2016** between the **City of Mission Viejo**, a municipal corporation ("City") and Townsend Public Affairs Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on **July 1, 2016**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2017**, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the City that it has the qualifications necessary to perform the tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Thirty Thousand Dollars (\$30,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A or Exhibit B** which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed a cumulative contract total amount of \$30,000. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice of termination. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

**6. DEFAULT OF CONSULTANT.**

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. OWNERSHIP OF DOCUMENTS.**

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

**8. INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

**9. INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Consultant agrees to provide insurance in accordance with the requirements set forth in Exhibit C. If consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

**10. INDEPENDENT CONTRACTOR.**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**11. LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all



times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

**12. RELEASE OF INFORMATION.**

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**13. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City: City of Mission Viejo  
200 Civic Center  
Mission Viejo, California 92691  
Attention: City Manager

To Consultant: Townsend Public Affairs Inc.  
1401 Dove Street, Suite 330  
Newport Beach, CA 92660

Attention: Christopher Townsend

**14. ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only **Townsend Public Affairs Inc.** shall perform the services described in this Agreement. **Townsend Public Affairs Inc.** may use assistants, under their direct supervision, to

perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of **Christopher Townsend or Heather Dion** from Consultant's employ. Should he or she leave Consultant's employ, the city shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**15. LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**16. GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.


**17. LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

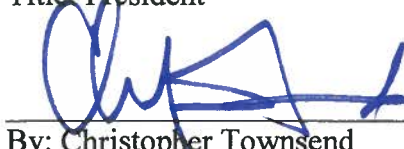
**18. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**19. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

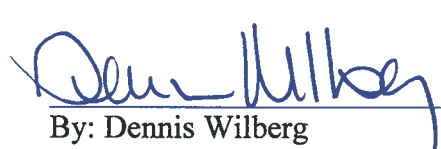
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CONSULTANT**

  
By: Christopher Townsend      7/25/10      Date  
Title: President

  
By: Christopher Townsend      7/25/10      Date  
Title: Secretary

**CITY OF MISSION VIEJO**

  
By: Dennis Wilberg      \_\_\_\_\_      Date  
City Manager

[Two Signatures of corporate officers required]

**EXHIBIT A**

**TASKS TO BE PERFORMED**

See attached.

## TOWNSEND

TPA

## MEMORANDUM

**To:** City Council of Mission Viejo  
Dennis Wilberg, City Manager

**From:** Townsend Public Affairs, Inc.

**Date:** May 7, 2015

**Subject:** Local, State and Federal Government Relations & Advocacy  
Proposed Scope of Services for FY15-FY17

This document is intended to serve as proposed scope of services for local, state and federal legislative advocacy and government relations services for the City of Mission Viejo (City) for the Fiscal Year 2015-2017. It identifies and outlines the services to be provided by Townsend Public Affairs (TPA) for consideration by the City.

**Legislative Tracking, Analysis, and Advocacy**

TPA tracked a variety of legislative priorities for the City of Mission Viejo throughout the past several years. TPA action taken on behalf of the City, included drafting letters of support and/or opposition, briefing bill authors and Mission Viejo delegation on the City's positions, and providing updates as the legislation moved through the process. Priorities from the previous two year 2013-2014 session as well as from the beginning of the 2015 legislative session, include:

<i>Legislation</i>	<i>Intent</i>	<i>City Position</i>	<i>Status/Comments</i>
AB 59 (Bonta) and AB 188 (Ammiano)	Split Roll Tax	Watch	Both pieces of legislation died in committee
SB 1129(Steinberg), AB 2493 (Bloom)	Redevelopment	Watch	Vetoed by Governor Brown. Governor Brown directed Department of Finance to develop a plan to deal with outstanding bond debt.
AB 604 (Ammiano), SB 439 (Steinberg), AB 604 (Ammiano), SB 1262 (Correa)	Medical marijuana: state regulation and enforcement	Watch/Op pose	All legislation died.
SB 594 (Hill)	Use of public resources, would curb spending of public money for political purposes	Watch	The legislation was signed into law on October, 2013

SB 732 (Steinberg)	CEQA reform	Oppose unless amended	The legislation died in committee
AB 5 (Ammiano)	Homeless population in local governments	Watch	The legislation died
AB 1147 (Bonilla)	Massage Therapy Act	Support	The legislation was signed into law on September 18, 2014

At the end of the 2013-14 legislative session, all legislation that was not signed or vetoed by the Governor was dead. The Legislature reconvened on January 5, 2015 to begin a new two-year legislative session. February 27 was the deadline for legislators to introduce bills for the 2015-16 legislative session; 1504 bills were introduced in the Assembly, and 794 Senate bills were introduced for a total of 2,298 pieces of legislation. Nearly 60 percent of the legislation introduced in the final two weeks leading up to the deadline were spot bills that will act as place holders for legislators and may be amended later in the session.

TPA is continually monitoring and analyzing these bills to determine which ones could impact the City of Mission Viejo. Many of the legislative topics that were debated during the previous two year session have returned for discussion this year. TPA is actively tracking many of these bills for the City and provides regular reports to City staff. Several bills that are a high priority for the City include, but are not limited to:

<i>Legislation</i>	<i>Intent</i>	<i>City Position</i>	<i>Status/Comments</i>
Department of Finance Redevelopment Budget Trailer Bill	Dissolution of redevelopment	Oppose	Further amendments to the legislation will be included in the Governor's May Budget Revise
AB 1217 (Daly)	Orange County Fire Authority Restructure	Oppose	Will be heard in Assembly Local Government committee on May 13, 2015
AB 974 (Bloom)	Redevelopment	Watch	Same legislation as AB 2493 (Bloom) introduced last year and vetoed by the Governor.
AB 2 (Alejo), AB 806 (Dodd), AB 1412 (Perea)	Redevelopment	Watch	These bills are moving through the legislative process. The bills are all on track to move through their house of origin.
SB 16 (Beall)	Transportation Funding	Watch	Will be heard in Senate Governance and Finance committee on May 6, 2015.
SB 608 (Liu)	Homelessness	Watch	Legislation is similar to AB 5 (Ammiano) from last year. The legislation did not meet committee deadlines and has died. Senator Liu will be holding hearings on the broader topic of homelessness and how the State can and should be addressing this issue.
AB 201 (Brough), SB 267 (Leyva)	Registered Sex Offenders	Watch	Legislation has been referred to the Committee on Public Safety.
AB 34 (Bonta), AB 243 (Wood), AB 266 (Cooley) SB 643 (McGuire)	Medical Marijuana	Watch	Similar to legislation from last year. Bills will continue to be amended throughout the legislative process.

TPA proposes to provide legislative support to the City, specific to the following activities:

- Proactive monitoring and analysis of the impact of the state budget process and proposed legislation on the City, including but not limited to efforts that affect redevelopment agencies and affordable housing mandates;
- Assistance in maintaining and updating the City's Legislative Platform;
- Preparation of reports, bill summaries, a regularly updated legislative matrix and other legislation-related communications to ensure the most current information is readily available for the City Council and Staff;
- Strategic consulting and advocacy regarding specific bills, amendments, and parliamentary maneuvers to achieve the City's policy goals;
- Assistance in preparation of testimony, correspondence and other formal City Communication regarding legislative and policy matters;
- Facilitating meetings with the City's legislators and their staff to brief them on the City's priorities and projects. This will include but is not limited to creation of education and outreach materials, development of speaking points, project summary sheets and other related informational materials.
- TPA is available to assist in securing and working legislation sponsored by the City. This would include, but not necessarily be limited to:
  - Crafting of specific bill language and/or amendments and monitoring of Legislative process
  - Preparation of issue summaries and other communications
  - Extensive engagement with legislative leadership, relevant Committee leaders and other key legislators
  - Proactive engagement of the Governor's Administration, particularly in the Legislative and Resources units
  - Aggressive process management of the legislative process including timelines, support of the author(s) and any other tasks required to ensure progress of the bill
  - Direct engagement on policy discussions related to accountability measures, the transfer of state services to local municipalities, and pension reform.

### **Additional State Advocacy**

In addition to legislation, TPA keeps the City apprised of high priority state issues, such as the emergency drought restrictions. On April 1, given the state's ongoing and extreme drought conditions, and building on the Emergency Drought Legislative Package that was passed in March, Governor Brown issued an executive order calling for urban water reduction across the state of 25 percent. The State Water Resource Control Board, Department of Water Resources and California Energy Commission have each been tasked to create programs, regulations and incentives to achieve the Governor's mandate. This Executive Order will have a varying impact on residents, depending on their location, and whether they are provided water by the Moulton Niguel Water District, the Santa Margarita Water District, or the El Toro Water District. TPA will continue to keep City staff updated on these restrictions and how they will impact the City.

### **Local Issues of Concern**

To advocate for the City of Mission Viejo's local interests, TPA will continue to work with City Staff on County-wide and federal issues of concern.

In late July, the County of Orange notified the City of Mission Viejo of their intent to lease property in Mission Viejo for a County Probation Office to be located at 26030 Acero. TPA worked with City staff and with the County Board of Supervisors to express strong concerns regarding this County proposal from the Mission Viejo City Council and residents. Ultimately, the County decided to no longer seek to open a new probation office in Mission Viejo.

TPA is readily available to assist the City on local issues pertaining to the County of Orange, Orange County Fire Authority, Orange County Transportation Authority and additional local agencies.

### **Federal Issues of Concern**

TPA continues to provide the City with federal updates regarding the budget, federal funding availability, federal tax reform legislation, the federal debt ceiling, federal transportation bill MAP-21, transportation issues and additional federal issues that may impact the City.

TPA scheduled a meeting with City staff and new Congressional representative Mimi Walters. TPA continues to keep the Congresswoman updated on priority projects in the City of Mission Viejo.

Both the House and the Senate have adopted their own version of a budget resolution. It is likely that both chambers will meet this week, the last week in April, to produce a merged resolution in a Conference Report. It is, however, unlikely that Members will open up the procedure to allow amendments to the resolution. It's worth noting that if Congress can produce a Conference Report on the Budget Resolution, it will be the first time they have done so since the current party, Republicans, took over the House of Representatives in 2011.

During the appropriations process for FY2009, the City was able to include language in the Homeland Security Appropriations bill for pre-disaster mitigation funding from Federal Emergency Funding Agency (FEMA). Since specific projects (earmarks) are no longer germane under House rules, the City is in need of alternative funding opportunities for hill landslide issues. TPA has been advocating, and will continue to advocate, for the City by:

- Briefing members of the Orange County delegation on the needs of pre-disaster mitigation funding.
- Briefing members of the House Homeland Security committee and discussing possible solutions for the City.
- Working with FEMA to identify alternative funding opportunities for the City.

### **Funding Opportunities**

To assist the City of Mission Viejo in promoting a vibrant community, TPA looks forward to working with City Staff to identify and secure grants and other funding opportunities at the State level. To achieve this goal, TPA and the City have developed a comprehensive

approach to ensure that the City's applications and efforts are well-positioned so we can maximize our opportunities for success.

TPA has been working closely with City staff on various funding opportunities for the City. TPA has identified a number of different options over the last year, including, but not limited to:

- **Cap and Trade Funding** – As part of the FY14 State budget, the Governor signed SB 862 which established the framework of funding priorities for revenues from the State's cap and trade program. The process of establishing the individual funding programs to distribute cap and trade auction proceeds has been in development over the last several months. TPA has been providing updates to City staff throughout the process. In November, 2014 TPA provided a memo to City staff outlining the programs and opportunities that are being developed. Those include funding for programs including, but not limited to: transit, affordable housing and sustainable communities, energy efficiency upgrades, wetlands and watershed restoration and waste diversion.
- **Proposition 1 Funding** – Proposition 1, passed by voters in November 2014, authorizes \$7.545 billion in general obligation bonds for state water supply infrastructure projects, surface and groundwater storage, watershed restoration, and drinking water protection. TPA has been tracking the development of these funding opportunities and has provided continual updates to staff on the development of these funding programs. TPA will continue to work with staff to monitor the drafting process for guidelines related to Proposition 1 funds and is prepared to advocate for Mission Viejo projects.
- **Tire Derived Product Grant and CalRecycle Rubberized Pavement Grant Program** – This program funds existing playgrounds, parks or trails. City staff decided not to move forward with this funding opportunity
- **Department of Housing and Community Development Emergency Solutions Grant** – This funding opportunity will fund projects such as emergency shelters, homeless outreach and homeless prevention. The City was identified as one of the Orange County cities eligible to apply for funding.
- **Active Transportation Program** – This program, funded by the California Transportation Commission, is state and federal funding for various transportation related activities. Applications are due June 1.
- **Nadadores** – TPA has provided City staff with a matrix that outlines several potential funding opportunities for the Nadadore restoration project.

To support our efforts, TPA will utilize our strong relationships with officials among the various state agencies and departments to ensure that the city's applications are aligned with the goals of each program, and that the City's applications are well-crafted and well-positioned for funding. TPA will continue our work to secure funding for the City of Mission Viejo over the coming years.

#### **Budget/Cost Proposal**

Effective July 1, 2015 through June 30, 2017, TPA proposes a monthly fee for services of \$5,000.00 that would include the entire scope of work detailed above, in addition to other work assigned by the City.





# **Legislative Platform**

**2015-2017**

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## GUIDING PRINCIPLES

### I. PRESERVE LOCAL CONTROL

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs, and oppose legislation that preempts local authority. Local agencies should preserve and enhance authority and accountability for revenues raised and services provided.

### II. PROMOTE FISCAL STABILITY

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State or Federal Governments and/or make cities more dependent on the County, State or Federal Governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits.

### III. PROMOTE FUNDING OPPORTUNITIES

Support opportunities that allow the City to compete for its fair share of regional, state and federal funding, and that maintain current funding streams. Funding opportunities may include competitive grant and funding programs as well as dedicated funding streams at the regional, state and federal levels that allow the City to maximize local revenues, offset and leverage capital expenditures, and maintain City goals and standards. Funding priorities include, but are not limited to: parks and recreation, transportation, transit, public works, community services, community development, sustainability communities, water infrastructure, water conservation, water reliability, public safety, clean air, renewable energy, and affordable housing.

## REVENUE AND TAXATION

### Local Government Finance

1. Support greater financial independence from the state for local government.
2. Oppose State or Federal efforts to “borrow” local revenues and encourage the State to find other methods of balancing its budget.
3. Support stability, predictability, transparency and financial independence in local government budgeting.
4. Oppose the imposition of state, federal and regional mandates upon local governments, as well as federal mandates on the state.
5. Oppose the implementation of any changes to the current property tax assessment that would require businesses to pay property taxes at a rate higher than the rate imposed on homeowners.
6. Support economic development initiatives that preserve and enhance a positive business climate and maintains and grows the business tax base.
7. Support generation, protection, and timely allocation of local funding distributed by the state and federal government.
8. Support efforts to work with the Department of Finance to minimize impacts of the dissolution of redevelopment agencies process on the City of Mission Viejo.

### Pension Reform

1. Support measures that would encourage cities and employees to move towards a model where employees contribute an equal amount to their pensions as cities, and, where employees pay the employee portion of their pension costs.
2. Support measures that would allow cities to adopt a second tier for new hires as well as measures that would stop pension spiking.
3. Support legislation that would add a statutory hard cap of the total pension payable to miscellaneous and safety employees as well as legislation that would prohibit retroactive pension increases.

## **ADMINISTRATIVE SERVICES**

### Tort Reform

1. Support measures to reform California's tort system in order to curtail exposure to liability for public agencies.

### Elections

1. Support legislation that reduces any unnecessary and costly procedures for conducting a municipal election.

### Public Records Act

1. Oppose legislation that would circumvent the Public Records Act, Government Code 6255, which requires agencies to justify withholding any record, and potentially reverse the balancing test used by public agencies to disseminate documents.

### Labor Relations

1. Oppose any legislation that would implement federal or state mandates or legislation that would remove local control over labor relations. Oppose legislation mandating new or enhanced local government employee benefits.
2. Oppose proposals that would create additional financial burden on, or threaten the viability of, the California Public Employees' Retirement System (CalPERS)

## **COMMUNITY SERVICES**

### Sustainable Development

1. Support legislation that addresses sustainable development practices, including "green building" and "smart streets" and that provide financial and technical support to local government in implementing such practices.
2. Support policies and programs that encourage working with other cities, counties and government agencies to jointly leverage resources and assets to create and strengthen economic clusters within the region.

### Parks/Recreation

1. Oppose efforts that erode funding for vital regional and community services that negatively impact Californian's access to parks, open space, after school programming, senior services, facilities that promote physical activity, protect natural resources, and strengthen safety and security.

2. Support legislation that promotes access to joint use of schools; parks and open space; and development of streets and trails that encourage physical activity and healthy living.

#### Libraries

1. Support full funding of the Public Library fund and other local public library programs.

#### Air Quality and Climate Change

1. Support legislation and policies that assist local government in meeting or exceeding goals to reduce global warming pollution levels. These efforts include reducing dependence on fossil fuels, developing alternative energy resources, reducing greenhouse gas emissions and developing fuel-efficient technologies.
2. Support measures that provide for continued funding and incentives to cities to work together to improve air quality while balancing the reduction of emissions with impacts on business.
3. Support legislation to ensure streamlining between the California and Federal Clean Air Acts, particularly in the areas of transportation performance standards and transportation control measures.

#### Energy

1. Support legislation that provides funding opportunities through the Cap and Trade Program that are focused on coordinating sustainable planning in transportation, housing and economic development.
2. Support Proposition 39 as well as any implementing legislation that would provide funds to support projects that demonstrate cost effective, energy efficient projects for local jurisdictions.
3. Support efforts that promote the use of cost effective solar or other alternative energy within City facilities and efforts that promote cost effective solar energy programs for residents.
4. Support legislation and grants that would provide funds to support projects that demonstrate cost effective, environmentally friendly, cutting edge technologies and renewable energy for publically owned facilities.

#### Solid Waste

1. Support measures that maintain and enhance local authority and flexibility to regulate solid waste and recyclables.
2. Support more streamlined compliance and implementation of AB 939, legislation which created the California Integrated Waste Management Act.

### Water Supply

1. Support measures that would increase the availability of and funding for desalination, water reuse technologies, water recycling, water storage and other water supply technologies.
2. Support consistency within Regional Water Quality Control Boards in administering National Pollutant Discharge Elimination System (NPDES) storm water permits.
3. Support funding opportunities that are provided to local jurisdictions through Proposition 1, the Water Quality Supply and Infrastructure Improvement Act of 2014.

### Public Works

1. Support legislation that would increase funding for local transportation projects including road resurfacing projects; the City's mass transit system; adding bicycle lanes, sidewalks, and trails throughout the city; and enhancing pedestrian safety.
2. Support increased State and Federal funding of transportation improvements with regional or sub-regional benefits for all modes of transportation.
3. Support legislation to streamline the environmental review process required at both the state and federal level.
4. Support protection of dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities.

## **HOUSING, COMMUNITY AND ECONOMIC DEVELOPMENT**

### Housing

1. Support measures that develop Federal and State participation and financial support for creative programs to provide adequate affordable housing for elderly, handicapped and low-income persons.
2. Oppose legislation that would cut funds dedicated to the Community Development Block Grant Program (CDBG) and the HOME program.
3. Support measures to reform the Regional Housing Needs Assessment (RHNA) process, and measures that would make improvements to the California Department of Housing and Community Development (HCD) housing element review process.

4. Support measures that would provide credit to local jurisdictions that choose to share housing monies with other jurisdictions that have available land resources.

#### Land Use Planning

1. Support efforts to protect local land-use authority and oppose legislation which would weaken the City's position for land use controls.

### **PUBLIC SAFETY**

1. Support measures that encourage community safety and well-being.
2. Advocate for the strengthening and enforcement of penalties under Proposition 83 (Jessica's Law).

#### Emergency Planning

1. Support legislation that encourages disaster preparedness and emergency planning as well as measures that provide cities with an increased role in monitoring emergency preparedness.

### **TRANSPORTATION AND PUBLIC WORKS**

#### Telecommunications

1. Support legislation that would enable cities to retain their zoning and land use authority over the placement, construction and modification of personal wireless service facilities within their jurisdictions.
2. Support legislation to preserve state and local authority to manage public rights-of-way, zoning, and protect public safety and welfare.

#### Transportation

1. Support legislation that would increase funding for local transportation projects including road resurfacing projects, local transit projects, adding bicycle lanes, sidewalks and trails throughout the city where appropriate, programs that facilitate development-oriented transit and transit oriented development and enhancing pedestrian safety.
2. Support state-local partnerships to fund regional transportation projects.
3. Support legislation that affords local agencies greater discretionary authority to expend available transportation funds and affords local jurisdictions greater flexibility over transportation related issues.



**EXHIBIT B**  
**PAYMENT SCHEDULE**

Net 30 days.

## EXHIBIT C

### INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

**Commercial General Liability/Umbrella.** Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum **\$25,000.00** self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

**Business Auto/Umbrella Liability Insurance.** Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Workers' Compensation/Employer's Liability** shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **\$1,000,000.00** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees or agents.

**Professional Liability Insurance.** Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Consultant's occupation or service. The policy limit shall be no less than **\$1,000,000.00** per claim and in the aggregate.

#### **Consultant and City further agree as follows:**

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are

intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.
9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.
10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bannister & Associates Insurance Agency Inc. CA License #0691071 305 17th Street Huntington Beach CA 92648-4209	<b>CONTACT NAME:</b> Rich Higgins <b>PHONE (A/C No. Ext):</b> (714) 536-6086 <b>E-MAIL ADDRESS:</b> rich@bai-ins.com	<b>FAX (A/C No):</b> (714) 536-4054													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Axis Surplus Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Axis Surplus Insurance Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
<b>INSURED</b> Townsend Public Affairs, Inc. 1401 Dove Street, Suite 330 Newport Beach CA 92660															

**COVERAGES**                      **CERTIFICATE NUMBER:** Master                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>Professional Liability (claims-made form)</b>			ECW000036191501 Retroactive date: 7/31/02	7/31/2015	7/31/2016	Limit (each act/total limit):	\$ 1,000,000
							Retention (each wrongful act):	\$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Mission Viejo Attn: Karen Wylie 200 Civic Center Mission Viejo, CA 92691	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Richard Higgins/RICH <i>Richard Higgins</i>
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ELLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Townsend Public Affairs Inc 1401 Dove St Ste 330 Newport Beach CA 92660	<b>INSURER A :</b> Ohio Casualty Insurance Company	24074
	<b>INSURER B :</b> Ohio Security Insurance Company	24082
	<b>INSURER C :</b> American Fire and Casualty Company	24066
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 26074665

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		BKO56864908	8/31/2015	8/31/2016	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS56864908	8/31/2015	8/31/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ESA56864908	8/31/2015	8/31/2016	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Mission Viejo is Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision.

\*30 Day Notice of Cancellation \*10 Day Notice of Cancellation for Cancellation for Non-Payment of Premium

**CERTIFICATE HOLDER****CANCELLATION**

City of Mission Viejo  
 Attention: Karen Wylie  
 200 Civic Center  
 Mission Viejo CA 92691

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Warren Fairbanks

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ACORD 25 (2014/01)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY INC 150 SAWGRASS DR ROCHESTER, NY 14620 (877) 362-8785	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (877) 362-8785      FAX (A/C. No.): (877) 877-0447 E-MAIL ADDRESS: paychex@travelers.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> TOWNSEND PUBLIC AFFAIRS INC 1401 DOVE STREET SUITE 330 NEWPORT BEACH, CA 92660	<b>INSURER A:</b> TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 575067058441880**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-4E415689-16	03/31/2016	03/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> CITY OF MISSION VIEJO 200 CIVIC CENTER MISSION VIEJO, CA 92691	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>
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**FIRST AMENDMENT TO**

**AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC.**

THIS **FIRST AMENDMENT TO CONSULTANT AGREEMENT** (hereafter "First Amendment") is made and effective as of **August 23, 2016**, by and between the CITY OF MISSION VIEJO, a municipal corporation, (hereafter "City") and **Townsend Public Affairs, Inc.** (hereafter "Consultant"). In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows:

1. This First Amendment is made and entered into with respect to the following facts:
  - a. On **July 1, 2016**, the City and Consultant entered into that certain agreement entitled "City of Mission Viejo **Agreement with Townsend Public Affairs, Inc. for Professional Services**" in which the Consultant agreed to provide certain services for the City (hereafter "Agreement").
  - b. City and Consultant desire to make certain modifications to the Agreement as set forth in this First Amendment.

2. Section 4 (a) of the Agreement is hereby amended to read as follows:

**4. PAYMENT.**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Sixty Thousand Dollars (\$60,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A or Exhibit B** which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

3. Except as otherwise specifically provided in this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

Consultant/Contractor

City of Mission Viejo

\_\_\_\_\_  
Name Date  
Title:

\_\_\_\_\_  
Name of Director or City Manager/Date  
Title:

Consultant/Contractor

Attest:

\_\_\_\_\_  
Name Date  
Title:

\_\_\_\_\_  
Karen Hamman Date  
City Clerk

Approved as to Form:

\_\_\_\_\_  
William P. Curley Date  
City Attorney





# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Mark Chagnon, Director of Public Works  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services/City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
Traffic Signal Maintenance—Contract Change Order 1

**Recommended Action**  
Approve Contract Change Order 1 to Contract A15-54 with Computer Service Company in the amount of \$64,448.41.

**Executive Summary**  
Computer Services Company is currently under contract to provide traffic signal maintenance services. Each fiscal year, a purchase order is issued based on an estimated value of signal maintenance work which will be required during that fiscal year. For FY 2015-16, the actual cost of the signal maintenance work exceeded the original purchase order amount by \$64,448.41, and a contract change order is required, accordingly. Of this amount, just under \$20,000 is attributable to the replacement of several older model battery back-up units, which failed during regular testing. The balance of around \$45,000 is due to an unusually high amount of damage caused by vehicle collisions. Some of this will ultimately be recovered through claims paid by the insurance companies of the responsible parties, but some, such as amounts due to hit and run incidents, will not. Fortunately, there are sufficient gas tax savings in the FY 2015-16 operating budget to cover the change order amount.

**Fiscal Impact:**  
**Amount Requested \$64,448.41**  
**Sufficient Budgeted Funds Available?: YES**  
**Prog/Fund #524211 Category: Pers.      Optg. YES      Cap.      -or- CIP #      Fund #**

**Previous Relevant Council Actions for This Item**  
8-25-15      Maintenance of Traffic Signals and Appurtenance—Award of Contract

**Attachments**  
  
Draft Contract Change Order 1



CITY OF MISSION VIEJO
Public Projects Contract

Contract Change Order 1

City of Mission Viejo Contract Number: A15-54

Purchase Order #21600151

Date of This Change Order: August 23, 2016

Change Order #1

Project: Maintenance of Traffic Signals

Contractor Name: Computer Service Company

City Council Meeting Date: August 23, 2016

All work done under this change order shall be in strict conformance to the project contract documents and all applicable sections therein.

Description of changes, additions and deletions to the project: Extraordinary traffic signal maintenance due to traffic collisions at various locations.

Original contract dates: Begin Date: 10-01-2015 End Date: 06-30-2017
Change in contract dates: Begin Date: 10-01-2015 End Date: 06-30-2017

Account Code(s) this change order: 524211-6535
Change in contract terms: N/A

Original Contract Amount: \$743,750.00

Table with 3 columns: Description, PO #21600151, PO 21700091. Rows include Original purchase order number, Original purchase order total, Authorized change orders to date, Revised purchase order total, This change order (increase or decrease), and New purchase order total.

Revised Contract Amount: \$808,198.41

Computer Service Company

City of Mission Viejo

Susan Steiny Date
President/Treasurer

Dennis Wilberg Date
City Manager

Attest:

Vincent P. Mauch Date
Chief Financial Officer

Karen Hamman Date
City Clerk

Approved as to Form:

William P. Curley Date
City Attorney



# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Mark Chagnon, Director of Public Works  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services/City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
 2016 Residential Resurfacing—Slurry Seal (CIP 838)

**Recommended Action**  
 Award the construction contract for the subject project to Roy Allan Slurry Seal, Inc., in the amount of \$282,827.65.

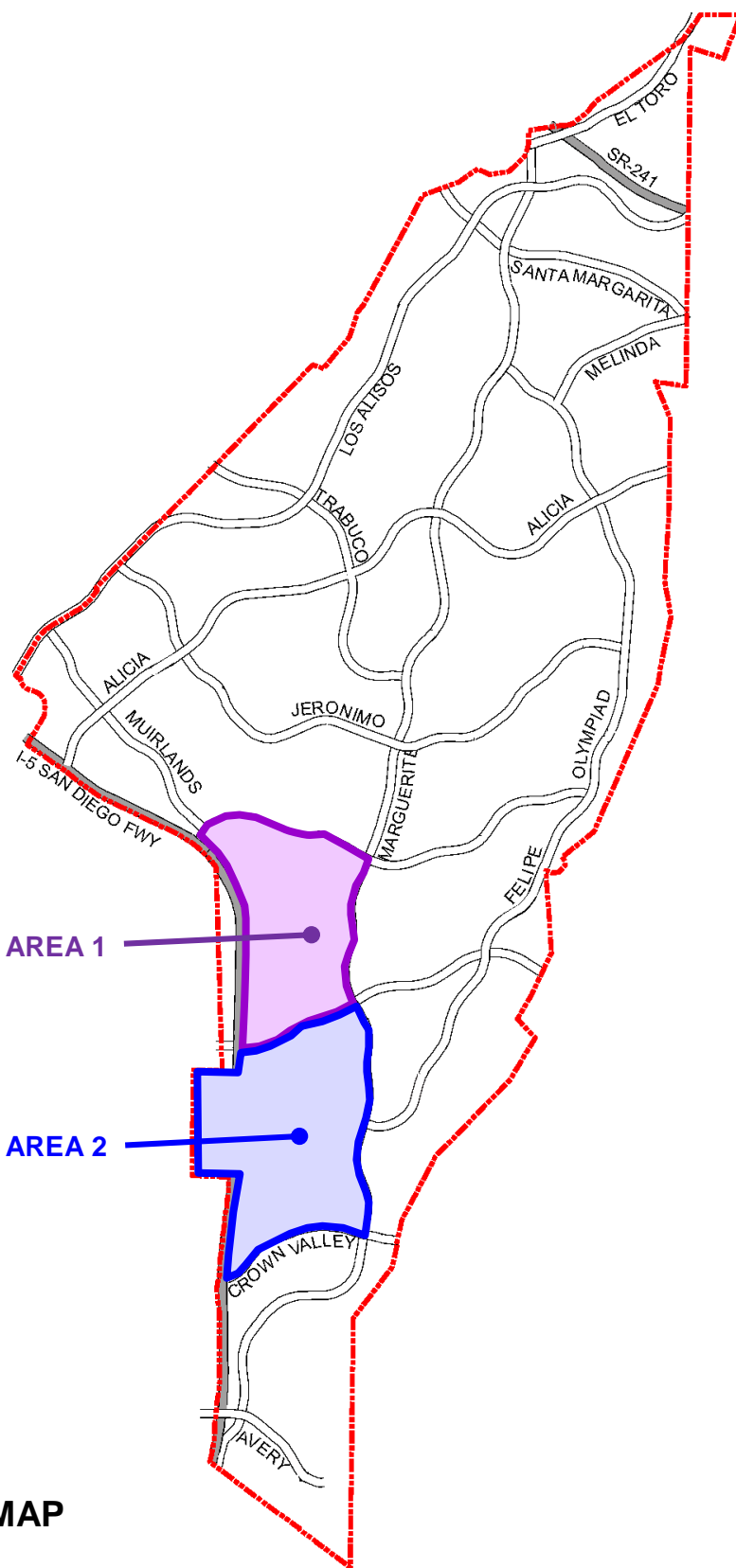
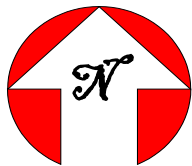
**Executive Summary**  
 On August 8, 2016, bids for the subject project were opened at City Hall. The City received four bids for the project. American Asphalt South was the apparent low bidder with a bid of \$242,909.00. However, American Asphalt South's bid was deemed non-responsive in consultation with the City Attorney's office due to the fact that it proposed using a slurry seal product that does not meet the City's specifications for rubber type and percent content. Therefore, staff recommends awarding the contract to the second lowest bidder, Roy Allan Slurry Seal, Inc., for \$282,827.65. Roy Allan Slurry Seal has successfully performed numerous resurfacing projects for the City (including the 2015 Residential Slurry Seal project).

The streets to be resurfaced with this year's project are the public, residential (non-arterial) streets within the areas shown on the location map. This year's residential resurfacing project is separated into two contracts, an asphalt overlay and repair contract (awarded June 28, 2016) and a slurry seal contract (current award). All of the streets that were in need of an asphalt overlay within this year's project area (based on a thorough visual inspection and confirmation with the City's computerized Pavement Management Program) are included within the asphalt overlay contract. This contract will slurry seal the balance of the streets in the project area that have not deteriorated to a condition level requiring an asphalt overlay. The contract specifications require the use of Tire Rubber Modified Slurry Seal (TRMSS). The slurry seal work is expected to begin in September and should be complete by late October.

**Fiscal Impact:**  
**Amount Requested \$282,827.65**  
**Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)**  
**Prog/Fund #051211-8499 Category: Pers. NO Optg. NO Cap. YES -or- CIP #838 Fund #211 \$167,621.47**  
**Prog/Fund #051267-8499 Category: Pers. NO Optg. NO Cap. YES -or- CIP #838 Fund #267 \$115,206.18**

**Previous Relevant Council Actions for This Item**  
 5-10-16 Approval of Contract Documents (AC Repair and AC Overlay)  
 6-28-16 Award of Construction Contract (AC Repair and AC Overlay)  
 6-28-16 Approval of Contract Documents (Slurry Seal)

**Attachments**  
 Map Draft Agreement  
 Bid Summary Budget Summary



**LOCATION MAP**

**BID SUMMARY**

**2016 RESIDENTIAL SLURRY SEAL  
CIP 838**

**2:00 p.m. – August 8, 2016**

<b>Bidder</b>	<b>Bid</b>
American Asphalt South, Inc.	\$242,909.00*
Roy Allan Slurry Seal, Inc.	\$282,827.65
Doug Martin Contracting, Inc.	\$310,433.60
All American Asphalt	\$464,200.00
<b>Engineer's Estimate</b>	<b>\$365,000.00</b>

\*American Asphalt South's bid was deemed non-responsive in consultation with the City Attorney's office due to the fact that the firm proposed using a slurry seal product that does not meet the City's specifications for rubber type and percent content.

**CITY OF MISSION VIEJO  
CONTRACT AGREEMENT**

**SLURRY SEAL  
OF VARIOUS STREETS IN THE CITY OF MISSION VIEJO  
2016**

THIS CONTRACT AGREEMENT (“Agreement”) is made and entered into for the above-stated work of improvement and contract (“Contract”) this 23<sup>rd</sup> day of August, 2016, BY AND BETWEEN THE **CITY OF MISSION VIEJO** (the “CITY” or “AGENCY”) and **ROY ALLAN SLURRY SEAL, INC.** (“CONTRACTOR”).

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

**ARTICLE I**

The Contract Documents for the aforesaid Contract shall include, but not be limited to the Notice Inviting Bids, Instructions to Bidders, Proposal and Bid Sheet, General Specifications, Special Provisions, Standard Specifications for Public Works Construction (the “Greenbook”), Faithful Performance Bond, Labor and Material Bond, Bid Bond, all referenced specifications, details, Standard Plans and appendices, including all applicable State and Federal requirements; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the Work contemplated as may be required to insure its Completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein. For definitions, see the Standard Specifications section 1-2 and the Contract Documents.

**ARTICLE II**

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all Work required by the Contract Documents and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

**ARTICLE III**

CONTRACTOR agrees to receive and accept the prices set forth in its Proposal and Bid Sheet as full compensation for furnishing all materials, performing all Work and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages and consequences arising out of the nature of Work during its progress or prior to its acceptance, including those for well and faithfully Completing the Work and the whole hereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension or discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

In accordance with provisions of section 1773.2 (amended 1977) of the California Labor Code, copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the City Clerk of the **City of Mission Viejo**. It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workmen employed by them in the execution of the Contract.

#### **ARTICLE IV**

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, perform the Work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents.

For Work satisfactorily performed, the CITY shall pay **TWO HUNDRED EIGHTY-TWO THOUSAND, EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND SIXTY-FIVE CENTS (\$282,827.65)** to CONTRACTOR. CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council, or if pursuant to its authority, the City Manager, or his or her designee. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager or CITY representative and CONTRACTOR at the time CITY's written authorization is given to CONTRACTOR for the performance of said services. The City Manager may approve written amendments to the Contract, including Change Orders, providing for additional payments to Contractor that cumulatively do not exceed a total of 15% of the Contract amount approved by City Council or \$30,000, whichever is less. Any other amendments to the Contract shall be approved by the City Council.

#### **ARTICLE V**

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

#### **ARTICLE VI**

CONTRACTOR agrees to indemnify and hold harmless CITY and all of its officers and agents from any claims, demands or causes of action, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the Work undertaken by CONTRACTOR hereunder.

#### **ARTICLE VII**

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

**ROY ALLAN SLURRY SEAL, INC.**

**CITY OF MISSION VIEJO**

\_\_\_\_\_  
W. R. Allan                                  Date  
President

\_\_\_\_\_  
Dennis R. Wilberg                          Date  
City Manager

ATTEST:

\_\_\_\_\_  
Lawrence Allan                                 Date  
Vice President

\_\_\_\_\_  
Karen Hamman                                 Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William P. Curley, III                         Date  
City Attorney

**NOTE:**          SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED



## 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 \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_  
*(insert name and title of the officer)*

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature \_\_\_\_\_ (Seal)

**2016 RESIDENTIAL SLURRY SEAL  
CIP 838  
BUDGET SUMMARY**

<b>Item</b>	<b>Estimated/Actual Expenditures</b>
Design (in-house)	\$0.00
Printing (est.)	\$500.00
Advertising (est.)	\$200.00
Materials Testing (est. Consultant)	\$15,000.00
Construction Contract (est.)	<u>\$282,827.65</u>
<b>Total</b>	<b><u>\$298,527.65</u></b>
Available CIP 838 Budget - Fund 211 (Gas Tax)	\$272,910.47
Available CIP 838 Budget - Fund 267 (Measure M)	<u>\$622,212.50</u>
Less Estimated Expenditures	<u>(\$298,527.65)</u>
Estimated Available Balance	\$596,595.32



Meeting Date

8/23/2016

# AGENDA REPORT

**Prepared By:** Karen Hamman, City Clerk  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Consultant Services for Producer/Director of Mission Viejo Television SportsZone Show

**Recommended Action**

(1) Award a contract for the subject services to Eric Winter for the period of August 23, 2016, through June 30, 2017, in the amount of \$37,600; and (2) authorize issuance of a purchase order to Eric Winter for the period of August 23, 2016, through June 30, 2017, in an amount not to exceed \$37,600.

**Executive Summary**

Mission Viejo Television (MVTV) offers an array of programming for residents, featuring news, music, history, art, and children's programs. As the citizens of Mission Viejo have traditionally been active in sports, three years ago MVTV launched South County SportsZone, a weekly show devoted to highlights from local high school games. Each week, camera operators film highlights and post-game interviews from at least four high school matchups in and around Mission Viejo; covering all sports for both boys and girls. Inside the television studio, MVTV, Cox3, and KCBS personality Gordon Spencer serves as a lively host to bring the games to the viewer. In addition to being seen on MVTV, the episodes are posted to the City's YouTube Channel and Mission Viejo Life home page, and the City has received enthusiastic feedback about the series from parents, coaches, students, athletic directors and sports fans throughout the region. The show has attracted fans outside of Mission Viejo, and last year the City of Aliso Viejo contributed ¼ of the cost of the season series so that the episodes could be broadcast on AVTV and through their City's website.

This year, SportsZone will kick off with a special episode of the football Honor Bowl at Mission Viejo High School, followed by the regular sports season and playoffs for the full high school year.

SportsZone has been directed by Eric Winter, who has done an outstanding job for MVTV. Staff recommends awarding a contract to Mr. Winter for 32 episodes in FY 2016-17, which will enable the series to cover the regular seasons and playoffs for the full high school year. The total cost for that number of shows is \$37,600. The City of Aliso Viejo has again expressed a desire to broadcast the programs on their government television channel, and has agreed to contribute \$9,200 to do so, making the net cost to Mission Viejo \$28,400.

**Fiscal Impact:**

**Amount Requested \$37,600 (see note above regarding final cost of \$28,400)**

**Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)**

**Prog/Fund # 156-510-6531 Category: Pers. NO Optg. YES Cap. NO -or- CIP# Fund#**

**Previous Relevant Council Actions for This Item**

None

**Attachments**

Draft Agreement

Eric Winter Proposal

# CITY OF MISSION VIEJO

## AGREEMENT WITH ERIC WINTER FOR MVTV PRODUCTION SERVICES FOR SPORTZONE SHOW (OVER \$30,000)

*(Insurance Required)*

**THIS AGREEMENT**, is made and effective as of August 23, 2016, between the **City of Mission Viejo**, a municipal corporation ("City") and **Eric Winter** ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on **August 23, 2016**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2017**, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the City that it has the qualifications necessary to perform the tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Thirty Seven Thousand Six Hundred Dollars (\$37,600.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A or Exhibit B** which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council or, if pursuant to its authority, the City Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or the City's representative and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice of termination. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

**6. DEFAULT OF CONSULTANT.**

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. OWNERSHIP OF DOCUMENTS.**

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly

identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

**8. INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

**9. INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Consultant agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

**10. INDEPENDENT CONTRACTOR.**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**11. LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

**12. RELEASE OF INFORMATION.**

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**13. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City: City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA 92691  
Attention: Karen Hamman, City Clerk

To Consultant: Eric Winter  
28510 Williams Canyon Road  
Silverado, CA 92676

**14. ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Eric Winter shall perform the services described in this Agreement. Eric Winter may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Eric Winter from Consultant's employ. Should he or she leave Consultant's employ, the city shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**15. LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**16. GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

**17. LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**18. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**19. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CONSULTANT**

**CITY OF MISSION VIEJO**

\_\_\_\_\_  
By: \_\_\_\_\_ Date  
Title:

\_\_\_\_\_  
Dennis Wilberg \_\_\_\_\_ Date  
City Manager

Attest:

\_\_\_\_\_  
By: \_\_\_\_\_ Date  
Title:

\_\_\_\_\_  
Karen Hamman \_\_\_\_\_ Date  
Director of Comm. Relations/City Clerk

[Two signatures of corporate officers required]

Approved As to Form:

\_\_\_\_\_  
William P. Curley, III \_\_\_\_\_ Date  
City Attorney

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

Provide Producer/Director Services for up to 32 segments of a High School Sports Highlight show entitled *South County SportsZone*.

#### Requirements:

- Weekly show, during the school year, providing highlights from high school sporting events in an around Mission Viejo. Four three minute highlight packages of game coverage and talent wraps. Each show is approximately 12-15 minutes in length.
- All production costs needed to provide the finished shows to be aired on MVTV are included. This includes directing, technical directing, shooting, editing, graphics creation, show open, talent, writing and crew.
- Schedule and pay freelance crews as needed (sound engineer, talent, camera men)
- Provide proof of insurance as required by the City of Mission Viejo

MVTV field equipment and editing equipment is available for consultant's use

## **EXHIBIT B**

### **PAYMENT SCHEDULE**

The total not to exceed amount for this professional services agreement is \$37,600 (32 shows at \$1,175 each.)

The City of Aliso Viejo has asked to partner on this program and has agreed to reimburse the City for one package in each show, totaling \$9,200 for the term of the contract. As a result the City of Mission Viejo's total cost for the show will be \$28,400.

## EXHIBIT C

### INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

**Commercial General Liability/Umbrella.** Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85, or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

**Business Auto/Umbrella Liability Insurance.** Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

#### **Consultant and City further agree as follows:**

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any

coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.
9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 11 85 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.
10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.

13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.

# Eric Winter

c 949 636-1154

winter.visuals@gmail.com

Karen Hamman  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA  
92691

5/6/2015  
1190  
103

## High School Sports Hilite Show Sportzone

Ms. Hamman,

A proposal is hereby tendered by Eric Winter, to the City of Mission Viejo for the purpose of television production services, Sport Hilite Show.

This weekly show, during the school year, would provide hilites from high school sporting events in and around the Mission Viejo area. Featuring four, three minute hilite packages of game coverage and talent wraps. This show would be approximately 12-15 minutes in length and will be produced both for MVTV and the City of Mission Viejo blog.

Discussions are currently underway to include the city of Aliso Viejo in the contributing to the production budget to allow us to cover all 36 weeks of high school sports.

All production costs including; directing, technical directing, shooting, editing, graphics creation, show open, talent, writing and crew needed to provide finished shows to be aired on MVTV.

High School Sports Hilite Show Shot in a combination of Multi Camera studio, ENG hilites shot at local high school sporting events.

\$1150.00 for year 2015/16

\$1175.00 for year 2016/17

Eric Winter will provide liability insurance as required and be billed on an as per production basis.

Eric Winter  
Winter Visuals

28510 Williams Canyon Road Silverado CA 92676

## ERIC WINTER

Silverado, CA 92676      www.linkedin.com/in/ericwinter1  
Wintervisuals@gmail.com

(949) 636-1154 (C)  
www.wintervisuals.com

### TV PRODUCER/DIRECTOR/CAMERA OP/EDITOR

Emmy Award winning Producer/Director/Camera-Operator/Editor with a proven track record of successful shows. Ability to conceptualize projects from creative to delivered packages in any required formats. Key competencies include:

- Fostering Teamwork
- Oral Communication
- Interpersonal Awareness
- Analytical Thinking
- Stress Management
- Results Orientation

### TECHNICAL

- Final Cut Pro Editor
- Avid Editor
- Deko Graphics
- Camera, ENG, Studio, HD,SD,DSLR
- After Effects
- Photoshop

### EXPERIENCE

**WINTER VISUALS, Silverado**  
**Freelance Preditior,**

1996-Present

- **Clients include** – Orange County Sheriff Department, Disney Inc, UC Irvine, Saddleback College, Cox Communications, Time Warner Sports Net, Garrett Dirks Creative, City of Mission Viejo, Cinemavision, City of Aliso Viejo, Barnstormer Productions. Six Foot One Productions.

*Creating specialized television and web projects to custom suit the needs of corporate and government clients.*

**COX COMMUNICATIONS, Atlanta, GA**  
**Producer/Director, RSM, CA (2000/2012)**

1998-2012

- **Cox 3 SportZone** - Producer Director, ENG Camera, FCP Editor
  - Scope - 110 episodes, This weekly prep sports highlight show featured 8-11 pre-produced sporting events, shot live in the studio Friday nights at 11:00PM
- **The Playlist** – Producer / Director / Camera / Avid & FCP Editor / Writer
  - Scope: 46 Episodes - The **Emmy Award** winning Playlist is a live, guitar based music show that feature leaders in the Jazz and Rock world, Live performances are shot in 4 to 8 cameras either ENG style or live to tape with the Cox3 production truck, music is multi tracked and mixed in post production. Interviews with the artist were added to show artist personalities. Performances by Grammy winning, worldwide recording artists such as Boston, Eric Johnson, and Yngwie Malmsteen have been featured.
- **OC Lifestyle** – Producer / Director / Camera / Avid & FCP Editor / Writer
  - Scope - 32 episodes, This monthly Arts and Entertainment show featured five, 3 to 5 minute ENG packages that highlighted the best that southern California has to offer in restaurants, arts, spas, entertainment and the decadent way OC residents spend their money.

*In addition I crewed where needed on others productions which included directing (Cox3 Game of the Week) Technical directing (Cox3 Game of the Week), Deko graphics, teleprompter, camera, audio production and creating show opens, PSA's and Cox spots.*



**MISSION VIEJO TELEVISION, MV, CA**

1996-Present

*(Governmental Television Station)*

**MVTV COORDINATOR / Channel 30**

- Responsible for day-to-day operations, playback, television production and studio management of MVTV channel 30.
- Production of a wide variety of TV programming produced both in the field, studio and 4 camera field shoots with a live studio audience and a simultaneous live radio broadcast.
- Evaluate, coordinate and book system upgrades and equipment purchases.

**SCITEX OF AMERICA, Netanya, Israel**

*(Manufacturer of high end scanner's, Digital Camera Backs and Image Retouching Stations)*

**Senior Color Specialist and Trainer / Boston, MA**

**EDUCATION**

Cal State Fullerton, Marketing

Saddleback College, Television Production

**PROFESSIONAL DEVELOPMENT**

Video Symphony – Avid, Final Cut Pro, Photoshop, ProTools, After Effects

**PROFESSIONAL AFFILIATIONS**

National Academy of Television Arts and Sciences

## REFERENCES

For Eric Winter

### **Jim Leach**

Santa Margarita Water District  
Director of External Affairs  
26111 Antonio Parkway Rancho Santa Margarita, CA 92688  
W (949) 459-6548  
C(949) 697-6218  
[jiml@smwd.com](mailto:jiml@smwd.com)

### **John Harnack**

Film Ed Teacher  
Mission Viejo High School  
25025 Chrisanta Drive Mission Viejo, CA 92691  
W (949) 837-7722  
C (949) 961-1283  
[harnackj@svusd.k12.ca.us](mailto:harnackj@svusd.k12.ca.us)

### **Jim Rogers**

Production Supervisor  
Cox Channel 3  
Avenida De Las Banderas  
Rancho Santa Margarita, CA 92688  
W (949) 546-2175  
C (714) 404-4825  
[jim.rogers2@cox.com](mailto:jim.rogers2@cox.com)

### **Marty DeSollar**

External Affairs Manager, City of Anaheim  
200 S. Anaheim Blvd. Anaheim, CA 92805  
(714) 765-5092  
[MDesollar@anaheim.net](mailto:MDesollar@anaheim.net)

### **Glenn Yasui**

Director of Administrative Services  
The City of Aliso Viejo  
12 Journey, Suite 100, Aliso Viejo, CA 92656  
W (949) 425-2511  
C (714) 514-8922  
[gyasui@cityofaliso Viejo.com](mailto:gyasui@cityofaliso Viejo.com)



# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Jackie Alexander, Director of Information Technology  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
Geographic Information System (GIS) Renewal

**Recommended Action**  
Approve second amendment to agreement with Digital Map Products; and approve issuance of purchase order to Digital Map Products for 2016-17 services in the amount of \$42,419.00.

**Executive Summary**  
The City currently utilizes Geographic Information System (GIS) services from Digital Map Products including leased parcel data, development of data layers, and city owned data layers provided and mapped by Digital Map Products through its proprietary web-based software. The GIS service is provided via the Cloud as “software as a service” (SaaS). GIS is used across multiple city departments for engineering and field work. This software program is proprietary and only offered by Digital Map Products. The data sets were negotiated by Digital Map Products and its vendors and were offered to the City at discounted prices.

In October 2014, the City entered into an agreement with Digital Map Products to purchase GIS services for 2014-15 in the amount of \$42,419, with the option to renew the agreement for up to two additional years, for a maximum 3-year term. These services include the GovClarity software, 3” aerial imagery, county parcel boundaries and record data, and new digital orthophotography of Orange County to be provided annually by Digital Map Products as part of their comprehensive solution (attached order form lists all deliverables).

It is recommended that Council approve the second amendment to the agreement with Digital Map Products and approve the issuance of a purchase order to Digital Map Products in the amount of \$42,419.00 for 2016-17 GIS services.

**Fiscal Impact:**

**Amount Requested \$42,419**  
**Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)**  
**Prog/Fund # 233101-6524 Category: Pers. Optg. Cap. -or- CIP# Fund#**

**Previous Relevant Council Actions for This Item**

**10/6/2014 - Approved purchase order for year one of 3-year price agreement with Digital Map Products for Geographic Information Systems (GIS)**  
**9/22/2015 – Approved first amendment and issuance of purchase order to Digital Map products for year 2 of 3-year agreement.**

**Attachments**

DMP Order Form (2014)  
DMP Agreement (2014)  
Second Amendment  
Exhibit B - Amended Payment Schedule (2016)



# Order Form

18831 Von Karman Avenue  
Suite 200  
Irvine, CA 92612

Agreement Proposed by: Jim Skurzynski

### Billing Information

Company Name:	City of Mission Viejo	Bill To:	City of Mission Viejo
Contact Name:	Richard Schlesinger		200 Civic Center Drive
Billing E-mail:	rschlesinger@cityofmissionviejo.org		Mission Viejo, CA 92691
Billing Phone:	949-470-3079		
Agreement Term:	08-01-2014 thru 07-31-2017	Payment Method:	Check
Billing Frequency:	Annual	Payment Terms:	Net 30

### Order Details

This order includes Digital Map Products ("DMP")'s Content Solutions, GovClarity™, and Professional Services.

Intended Use: Internal information access and systems integration platform for City of Mission Viejo and public-facing constituent service.

#### (1) Content Solutions **\$12,954.00 Annual**

Pursuant to the attached *Content Solutions Sublicense Terms and Conditions*, DMP will deliver the following Content Solutions elements onsite to the City:

- Elements: 3" Aerial Imagery, County Parcel Boundaries, Property Record Data
- Coverage: 3" Aerial Imagery – City of Mission Viejo (Orange County inside of GovClarity™)  
County Parcel boundaries – Orange County  
Property Record Data – Orange County
- Schedule: 3" Aerial Imagery – Mutually agreeable timeframe each year subsequent to delivery by source provider  
County Parcel Boundaries – Annual  
Property Record Data – Annual
- License: City shall have perpetual rights to 3" Aerial Imagery and County Parcel Boundaries delivered subsequent to the term of this Order Form. Access to Property Record Data shall terminate with the term specified on this Order Form.

#### (2) Web Applications - GovClarity™ **\$29,960.00 Annual**

Pursuant to the attached *Web Application Terms and Conditions*, DMP will provide a GovClarity™ based solution as described below.

- Users: Unlimited number of City employees
- Coverage: Southern California
- Products: GovClarity™, CommunityView™, CONNECT – Constituent Engagement Application, Public Works Module – Including Inspection Application, Issue Reporting Module, Tax Maps

#### (3) Professional Services **<No Charge>**

Pursuant to the attached *Professional Services Agreement*, DMP shall initially provide layer loading services to bring the City's GovClarity™ subscription to its current state. In subsequent years DMP will provide layer loading services for up to 3 layers per year. Any additional layer loading service shall be charged at DMP's best available hourly rates. DMP shall also deliver 2 on-site training sessions annually.

**Total Price: **\$42,419.00 Annual****

The parties agree to the terms contained herein including all of the following attachments:

- Content Solutions Sublicense Terms and Conditions
- Web Application Terms and Conditions
- Service Level Agreement (SLA)
- Professional Services Agreement

### City of Mission Viejo

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### DIGITAL MAP PRODUCTS, INC.

By: \_\_\_\_\_  
 James Skurzynski  
 President  
 Date: \_\_\_\_\_



## Content Solutions Sublicense Terms and Conditions

By executing the Order Form that references these Terms and Conditions (collectively, the "Agreement"), You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

This Agreement was last updated on June 2<sup>nd</sup>, 2014. It is effective as of the date You accepted it.

### 1. DEFINITIONS

**"Contributed Database"** means Databases licensed by certain Contributors to Us with the right to grant sublicenses as set forth herein and identified on the Order Form.

**"Contributor"** means a third party licensor of any Contributed Database to Us which We have secured the appropriate rights to Sublicense.

**"Database"** means a compilation of geographic, cartographic, engineering, architectural, tabular, text, and/or other data, information, or works, including, but not limited to, graphic and/or file data in automated or manual form.

**"Derivative Products"** or **"Derivatives"** shall mean all works created by You which incorporate all or part of the Licensed Products, including, but not limited to, any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form of, or modification to the Licensed Products.

**"Intended Use"** means the specific uses, purposes, and industries expressly described on the Order Form.

**"Licensed Products"** means the products ordered by You on the Order Form and may include portions of the Contributed Databases.

**"Order Form"** means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**"Visual Output"** means printouts, plots, displays, photographic film, printed matter and other visual representation of data.

**"We," "Us" or "Our"** means Digital Map Products, Inc. or its affiliate.

**"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

### 2. GRANT OF LICENSE

We hereby grant, and You hereby accept, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, and non-assignable right and sublicense to use the Licensed Products solely for the Intended Use, from the Effective Date hereof until this Agreement is terminated or expires in accordance with its terms. You may produce Visual Output from the Licensed Products and/or from Derivative Products for the Intended Use.

Subject to the terms of this Agreement, You may create and distribute Derivative Products to the extent that such Derivative Products contribute to the Intended Use. You shall be able to use such Derivative Products and all intellectual property rights attributable or corresponding thereto, royalty-free, in perpetuity, under the terms of this Agreement, solely for the Intended Use provided that such use does not include any attempt to reverse-engineer any aspect of Licensed Products or to compete with Us or the Contributors.

Except as expressly permitted herein, You shall have no right to assign, transfer, or sublicense any aspect of the Licensed Products other than to Your rightful successors or assigns by means of a merger or sale of all or substantially all of Your business.

Your contractors, consultants, and agents that You engage for the Intended Use may use the Licensed Products and Derivatives in digital format as long as (a) these third parties' use is only for the Intended Use, (b) these third parties do not sell, license, or otherwise distribute Licensed Products or Derivatives or any portion thereof, (c) these third parties must destroy any copies of the Licensed Products or Derivatives or portions thereof immediately upon termination or completion of their scope of work as related to the Intended

Use, (d) these third parties are not competitors of Ours or of the Contributors, and (e) these third parties must abide by the terms of this Agreement. Without limiting the foregoing, You understand and agree that You shall in no event use any aspect of the Licensed Products or Derivatives other than for the Intended Use.

### 3. OUR RESPONSIBILITIES

**3.1. Delivery Formats and Schedules.** We shall make delivery of the Licensed Products to You pursuant to the formats and schedules designated on the Order Form. Unless indicated otherwise, We will only make one (1) data delivery.

### 4. YOUR RESPONSIBILITIES

**4.1. Compliance and Protection from Unauthorized Access and Use.** You will be responsible for (a) compliance with the terms of this Agreement by any parties to whom you grant access to the Licensed Products or Derivative Products, (b) securing and protecting the Licensed Products and Derivatives from unauthorized distribution and access, (c) preventing any use of the Licensed Products or Derivatives outside of the Intended Use, and (d) preventing access from any of Our competitors or those of our Contributors to any portions of the Licensed Products, Derivatives, or any related information.

### 5. FEES, PAYMENT, AND TERM

**5.1. Fees and Payment.** In consideration of the license rights granted in Section 2, You shall pay all fees as set forth in the Order Form, plus all applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on Licensed Products purchased and not contingent upon Your actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance at the beginning of each contract year unless specified otherwise in the Order Form, and (d) You shall be invoiced in full upon delivery and You will be pay the invoiced amount to Us in full within fifteen (15) days from date of invoice.

**5.2. Non-Payment or Failure to Pay.** A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Services and Content, until You bring Your account current.

**5.3. Term of Agreement.** This Agreement will continue for the period defined in the Order Form as the Initial Term. Thereafter, this Agreement shall automatically renew for additional twelve (12) month periods unless either party notifies the other party in writing at least sixty (60) days prior to the expiration of the then current term of its intent not to renew. Upon termination, any licenses granted by DMP under this Agreement are immediately revoked.

### 6. PROPRIETARY RIGHTS, ADDITIONAL LICENSE LIMITATIONS, AND CONFIDENTIALITY

**6.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We and Our Contributors reserve all of Our/their rights, titles, and interests in and to the Licensed Products and Contributed Databases, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace Contributors at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property unless indicated otherwise. No rights are granted to You hereunder other than as expressly set forth herein.

**6.2. Proprietary Notices.** We and our Contributors claim and reserve all ownership and rights afforded at law and in equity in all data, compilations, and materials that constitute the Licensed Products, including, but not limited to, all rights under federal copyright law. You agree to respect and not to knowingly or maliciously remove, obliterate, or cancel from view any copyright, trademark, confidentiality, or other proprietary notice, mark, or legend appearing on the Licensed Product or on the Visual Output, including, but not limited to, any such notices displayed to the user during the operation of the Licensed Products and any such notices in the documentation, and agree to use reasonable best efforts to reproduce and include the same on any copy of the Licensed Product or any portion thereof distributed to Your consultants, agents and contractors.

**6.3. Confidential Information.** Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof, in the same manner in which it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). You acknowledge that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Licensed Products,

documentation, Derivative Products, or copies of any portions thereof will (a) substantially diminish the value to Contributors of their intellectual property, (b) render Our remedy at law for such unauthorized use, disclosure, or transfer inadequate, and (c) cause irreparable injury. If You breach any of Your obligations with respect to the use or confidentiality of the Licensed Products, documentation, Derivative Products, or any copies of portions thereof, We shall be entitled to equitable relief to protect Our interests therein, including, but not limited to, preliminary and permanent injunctive relief. Upon (presentation of just cause and) ten (10) days' written notice to You, We shall, with Your consent and permission, have reasonable access to inspect and audit Your procedures and to examine Your computer systems in order to determine whether such procedures and computer systems comply with the requirements set forth in this Agreement.

## 7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

**7.1. Our Warranties.** EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE LICENSED PRODUCTS ON AN "AS IS," "AS AVAILABLE" BASIS. NEITHER WE NOR OUR CONTRIBUTORS MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING AVAILABILITY OR ACCURACY OF THE LICENSED PRODUCTS AND/OR CONTRIBUTED DATABASES. WE MAY ALTER OR REDUCE THE AVAILABILITY AND QUALITY OF THE LICENSED PRODUCTS AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY CONTRIBUTORS WARRANT THAT THE LICENSED PRODUCTS OR RELATED E-MAILS SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

**7.2. Limitation of Liability.** Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of 12 months of fees paid by You to Us. Neither We nor the Contributors shall be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including attorneys' fees) arising in connection with the Licensed Products, or any failure by Us to perform our obligations, regardless of any negligence alleged.

**7.3. Indemnification.** We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Licensed Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that your use of the Licensed Products in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and the Contributors against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

## 8. ADDITIONAL PROVISIONS

**8.1. Non-Assignability.** Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

**8.2. Entire Understanding.** This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

**8.3. Governing Law & Arbitration.** This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration And Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

**8.4. Headings Not Controlling.** All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**8.5. Severability.** If any provision of this contract is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the contract shall remain in full force and effect.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date





## Web Application Subscription Terms and Conditions

By executing the Order Form that references this agreement and initialing these Web Application Subscription Terms and Conditions (collectively, the "Agreement"), You agree that the Agreement terms govern Your purchase and use of Digital Map Products ("DMP") Web Application and Content. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not use the Web Application or Content.

This Agreement was last updated on June 2<sup>nd</sup>, 2014. It is effective as of the date You signed the Order Form.

### 1. DEFINITIONS

**"Content"** means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

**"Order Form"** means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**"User"** means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

**"We," "Us" or "Our"** means Digital Map Products, Inc. or its affiliates.

**"Web Application"** means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third-party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

**"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

**"Your Data"** means electronic data and information submitted by or for You to be incorporated into the Web Application.

### 2. WEB APPLICATION, CONTENT, AND USAGE

**2.1. Web Application and Content.** We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, the number of Users and the geographic coverage areas specified in the Order Form. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

**2.2 Your Responsibilities.** You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

**2.3 Usage Restrictions.** You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy,



extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, or (i) access the Web Application in order to build or enhance a competitive product or service.

**2.4. Future Functionality, Updates, and Beta Services.** You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

### 3. FEES, PAYMENT, AND TERM

**3.1. Fees and Payment.** You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

**3.2. Non-Payment or Failure to Pay.** A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

**3.3. Term of Agreement.** This Agreement will continue for the period defined in the Order Form. Thereafter, this Agreement shall automatically renew for additional twelve (12) month periods unless either party notifies the other party in writing at least sixty (60) days prior to the expiration of the then current term of its intent not to renew. Upon termination, any licenses granted by Us under this Agreement are immediately revoked.

### 4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

**4.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

**4.2. Preservation of Notices.** You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

**4.3. License to Host Your Data.** You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

**4.4. License to Collect Data and Use Feedback.** You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

### 5. CONFIDENTIALITY

**5.1. Trade Secrets and Confidential Information.** The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care

(and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

## 6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

**6.1. Our Warranties.** EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

**6.2. Limitation of Liability.** Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

**6.3. Indemnification.** We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

## 7. ADDITIONAL PROVISIONS

**7.1. Non-Assignability.** Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

**7.2. Entire Understanding.** This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

**7.3. Governing Law & Arbitration.** This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration And Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

**7.4. Headings Not Controlling.** All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**7.5. Severability.** If any provision of this contract is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the contract shall remain in full force and effect.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date



## Service Level Agreement (SLA) Supplement

These terms and conditions apply to, and only to, the specific Web Application or Web Service where "SLA Supplement" is expressly indicated on the corresponding Agreement ("Covered Service"). Any capitalized terms not defined in this supplement have the meaning in the corresponding Agreement. These terms do not apply to any other products or services, even if related.

**Service Level Agreement ("SLA").** We will use reasonable commercial efforts to provide the Covered Service as operating and available 99.5% of the time in any calendar month (as defined in Monthly Uptime Percentage, below). In the event Your Users experience issues due to the unavailability of the Covered Service, You will be eligible to receive Service Credits.

**Customer Service Credit Request.** In order to receive Service Credits, You must notify Us within fifteen (15) calendar days from the time You believe You are eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Your right to receive a Service Credit.

**Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by Us to You for any and all Downtime Periods that occur in a single calendar month will not exceed fifteen days of Service added to the end of Your term for the Covered Service. Service Credits may not be exchanged for, or converted to, monetary compensation.

**DMP SLA Exclusions.** This SLA does not apply to any issues that resulted from: (i) factors outside of Our reasonable control; (ii) any actions or inactions by You or any third parties; or (iii) Your equipment and/or third party equipment (not within Our primary control). This SLA states Your sole and exclusive remedy for any failure by Us to meet this SLA.

**Definitions.** The following definitions apply to this SLA:

- **"Downtime"** means more than a five percent User Error Rate for the domain associated with the Covered Service, measured server-side. Downtime excludes Scheduled Downtime for the purposes of this SLA.
- **"Downtime Period"** means a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.
- **"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.
- **"Scheduled Downtime"** means those times where We notify You of periods of Downtime at least twenty-four hours prior to the commencement of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods. Scheduled Downtime must be performed between 9pm and 3am Pacific Time, Sunday through Monday.
- **"Service Credit"** means: (a) three days of Service added to the end of Your term for the Covered Service, at no charge to You, if the Monthly Uptime Percentage for any calendar month is above 98.5%; or (b) seven days of Service added to the end of Customer's term for the Service, at no charge to Customer, if the Monthly Uptime Percentage for any calendar month is above 97.5%; or (c) fifteen days of Service added to the end of Customer's term for the Service, at no charge to Customer, if the Monthly Uptime Percentage for any calendar month is less than 97.5%.
- **"User Error Rate"** means the number of Valid Requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of Valid Requests during that period. Repeated identical requests do not count towards the User Error Rate unless at least 60 seconds elapsed between the requests.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date



## Professional Services Agreement

By executing this Agreement or any Order Form that references this Agreement, You agree that the Agreement terms govern Your access to and use of Digital Map Products ("DMP") Web Services. If You are entering into this agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not use the services.

This Agreement was last updated on June 2<sup>nd</sup>, 2014. It is effective as of the date You accepted it.

### 1. DEFINITIONS

**"Change Order"** means a change to the scope of the Services.

**"Content"** means any content provided through the Services (whether created by Us or Our third-party licensors).

**"Deliverable"** means a work product produced by Us in accordance with the terms of this Agreement. It is a measurable, tangible, and verifiable outcome, result, or item that must be produced to complete a project or part of a project.

**"Order Form"** means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**"Services"** means the products and services that are ordered by You under an Order Form and made available by Us, excluding any third-party web sites, content, or applications that our products and services link to.

**"Statement of Work"** means one or more supplemental document(s) that describes the Services that You request Us to provide and any related Deliverables, attached hereto and as amended and/or supplemented from time to time by the mutual written agreement of the parties and incorporated herein by reference. The Statement of Work may be contained wholly or in part on the Order Form or it may be a completely separate document.

**"Target Dates"** means the dates We estimate the Services and Deliverables to be completed by.

**"User"** means an individual who is authorized by You to use a Service, for whom You have ordered the Service.

**"We," "Us" or "Our"** means Digital Map Products, Inc. or its affiliate.

**"Work Product"** means any work product created by Us in connection with the Services (in whatever stage of completion), including, without limitation, concepts, data, works, inventions, information, drawings, designs, programs, or software (whether developed by Us or any of Our employees, representatives, agents, contractors, or subcontractors, either alone or with others, and whether completed or in-progress).

**"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

**"Your Data"** means electronic data and information submitted by or for You to the Services or collected and processed by or for You using the Services.

### 2. SERVICES

**2.1. Scope of Services.** Subject to the terms and conditions of this Agreement, We will perform the Services and deliver the Deliverables as set forth in the Statement of Work or Order Form signed by both parties. Any changes to scope shall be made by written change order signed by an authorized representative of each party prior to implementation of such changes. If the Services relate to any licenses You have to DMP products, the Services shall be performed solely in relationship to those licenses and the terms of those licenses are incorporated herein by reference. All capitalized terms that are not defined in this Agreement will have the meaning set in the license agreement.

**2.2. Target Dates.** We will use commercially reasonable efforts to complete the Services by the Target Dates.

**2.3. Change Orders.** Any Change Orders must be made in writing and signed by both parties, or, if a Change Order is sent via email to the other party's designated contact person, the receiving party will use commercially reasonable efforts to accept or reject the Change Order via email or signed written response within five (5) business days. Any accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

### **3. INTERDEPENDENCIES.**

**3.1. Your Duties and Responsibilities.** You will make available in a timely manner for Our use, at no charge to Us, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Us as set forth in the applicable document for the performance of the Services. You will be responsible for, and assume the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Your computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by You. If any part of the Services require Our personnel to be present at a facility under Your control or procurement, You will provide, at no charge to Us, reasonable office space and equipment at Your facilities as We require in performing the Services.

**3.2. Your Delays and Third-Party Delays.** You acknowledge that meeting the Target Dates is contingent upon timely completion of activities by You as contemplated by the parties under this Agreement including, without limitation, those activities designated to You in Article 2 above and/or in the applicable Statement of Work. You will immediately advise Us in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Your failure or inability to perform an obligation or dependency. The Target Dates (though only an estimate) will be equitably adjusted by the parties (but in no event less than a day-for-day adjustment) in writing in the event of: (a) any delay caused by Your failure or inability to perform an obligation; (b) any delay due to Your request for changes (whether pursuant to a Change Order or otherwise); (c) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Your action(s) or omission(s). No such delay will relieve or suspend Your obligation to pay Us under Article 4 and, in addition to such payment obligations, You will pay for any and all costs and expenses incurred by Us relating to re-staffing as a result of any delay caused by You.

You agree to make available to us any dependencies within Your control that we reasonably require in order to perform the Services, including but not limited to Your Data, other information, personnel, contacts, and materials. In the event a dependency is not made available to us in a timely manner, whether controlled by You or a third party, We reserve the right to alter the Target Dates accordingly.

**2.5. Relationship of the Parties.** We are performing the Services as an independent contractor, not as an employee, agent, joint venturer or partner of Yours.

### **3. ACCEPTANCE**

**3.1. Acceptance.** We will provide to You each Deliverable upon completion and, upon request, demonstrate to You its functionality in conformance with the relevant specifications. You are responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable acceptance criteria or test agreed upon by the parties for such deliverable. If any submitted Deliverable does not reasonably meet the applicable functional requirements set forth for such Deliverable in the relevant Statement of Work or Order Form, You must notify Us within ten (10) business days after Our submission of the deliverable to give written notice to Us specifying any deficiencies in detail. We shall use commercially reasonable efforts to cure any such deficiencies as soon as possible, and then resubmit the deliverable for further review and acceptance testing in the same manner. Should any deliverable fail to satisfy the applicable functional requirements after Our fourth resubmission of such deliverable to You, You may: (a) again reject the deliverable, and return it to Us for further cure and resubmission; or (b) terminate the relevant Statement of Work for cause immediately upon written notice, and recover all amounts associated with such deficient deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the Statement of Work are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a Deliverable, the parties shall cooperate in good faith to appropriately modify such requirements. You shall provide Us a written acceptance of each Deliverable promptly upon acceptance. Failure to reject a Deliverable within the applicable acceptance period shall be deemed acceptance.

### **6. FEES, PAYMENT, AND TERM**

**6.1. Fees and Payment.** You will pay all fees specified in the Order Form and Statement of Work. Except as otherwise specified in this Agreement, on the Order Form, on the Statement of Work, (a) payment obligations are non-cancelable and fees paid are non-refundable, and (b) charges shall be due net thirty (30) days from the date this Agreement is executed and shall be deemed

overdue if unpaid thereafter. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

**6.2. Non-Payment or Failure to Pay.** A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses.

**6.3. Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 6.6, We will invoice You and You will be responsible for paying that amount in accordance with the applicable laws.

## **7. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY**

**7.1. Reservation of Rights.** With respect to any Work Product, We will own all right, title, and interest (including, without limitation, all copyrights, trade secrets, patents, trademarks, and any other intellectual property or proprietary rights) (collectively, "Proprietary Rights") in such Work Product. Customer acknowledges and agrees that the Work Product is not a "work made for hire", and all Proprietary Rights embodied in the Work Product shall be owned exclusively by Us. To the extent that You provide any feedback or otherwise contribute to the Work Product, You hereby irrevocably assign to Us all of Your right, title, and interest in and to the Work Product, including, without limitation, all rights in and to any inventions, designs and Proprietary Rights embodied in the Work Product or developed in the course of Our creation of the Work Product. You will execute any documents in connection with such assignment that We may reasonably request.

**7.2. Confidentiality and Non-Disclosure.** Each party understands that the other party may share certain information of a confidential nature, either directly or indirectly, in writing, orally or by inspection of tangible objects, during the term of this Agreement. Each party agrees, for itself and any Affiliate, agents, and employees, that it will not publish, disclose, or otherwise divulge or use (other than as expressly permitted under this Agreement) any such confidential information of the other party without prior written consent. Each party will use at least the same level of care to maintain the confidentiality of the other party's confidential information as it uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care. Without granting any right or license, the foregoing will not apply to information that (i) is in the public domain and is available at the time of disclosure or which thereafter enters the public domain and is available, through no improper action or inaction by the receiving party or any Affiliate, agent, or employee (provided, however, that an item of confidential information shall not be considered in the public domain due to the fact that the individual elements that comprise that item can be found in the public domain); (ii) was in the receiving party's possession or known by it prior to receipt from the disclosing party; (iii) was rightfully disclosed to the receiving party by a third party without violating any obligations to the disclosing party; (iv) is independently developed by the receiving party without reference to such confidential information; or (v) is compelled to be disclosed pursuant to any statutory or regulatory authority, court order, or legal process, provided the disclosing party is given prompt notice of such requirement, and the scope of such disclosure is limited to the extent possible. You will not disclose the terms of this Agreement or any Order Form to any third party.

**7.3. License to Use and Host Your Data.** You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Services.

**7.4. License to Collect Data and Use Feedback.** You agree that We may collect and use information gathered as part of the Services and Content to improve our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users relating to Our Services or Content.

## **9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**9.1. Our Warranties.** EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE SERVICES AND WORK PRODUCT ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, FUNCTIONALITY, QUALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE SERVICES, THE WORK PRODUCT OR YOUR DATA. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT ANY WORK PRODUCT, DOCUMENTATION, OR COMMUNICATIONS ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS.



## CITY OF MISSION VIEJO

### AGREEMENT WITH DIGITAL MAP PRODUCTS FOR GEOGRAPHIC INFORMATION SYSTEMS SERVICES OVER \$30,000 (Insurance Required)

**THIS AGREEMENT**, is made and effective as of October 1, 2014, between the **City of Mission Viejo**, a municipal corporation ("City") and Digital Map Products ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on October 15, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 16, 2015, unless sooner terminated pursuant to the provisions of this Agreement. This contract may be renewed by mutual agreement of both parties for two additional 1-year periods, for a total of term 3 years. This renewal is contingent upon satisfactory work being performed by the Consultant.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**. The terms and conditions of the signed contract take precedence over the Consultant conditions as outlined in **Exhibit A**.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant represents to the City that it has the qualifications necessary to perform the tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Forty two thousand four hundred and nineteen Dollars (\$42,419)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A or Exhibit B** which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council or, if pursuant to its authority, the City Manager, or his or her designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or the City's representative and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000, whichever is less. Any additional work in excess of this amount shall be approved by the City Council.



c. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice of termination. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

**6. DEFAULT OF CONSULTANT.**

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. OWNERSHIP OF DOCUMENTS.**

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of

City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

**8. INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City.

**9. INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Consultant agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

**10. INDEPENDENT CONTRACTOR.**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for

performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**11. LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

**12. RELEASE OF INFORMATION.**

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**13. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City:                      City of Mission Viejo  
   200 Civic Center  
   Mission Viejo, California 92691  
   Attention: Information Technology

To Consultant:              Digital Map Products  
   18831 Von Karman Avenue Suite 200  
   Irvine, CA 92612  
   Attention: Jim Skurzynski

14. **ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only N/A shall perform the services described in this Agreement. N/A may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of N/A from Consultant's employ. Should he or she leave Consultant's employ, the city shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

15. **LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

17. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONSULTANT

CITY OF MISSION VIEJO

By: Jim Skurzynski  
Title: President

Date


Dennis Wilberg  
City Manager

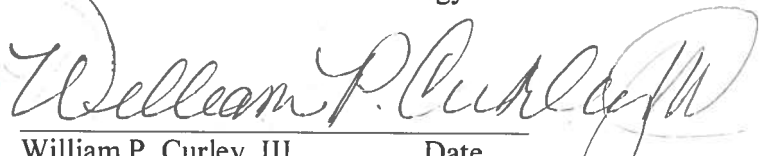
Date

  
By: Timothy Psomas                      Date: 9 OCT 2014

Title: Chairman

GEORGE T. WADE  
[Two signatures of corporate officers required]  
CHIEF TECHNOLOGY OFFICER

  
Jackie Alexander                      Date: 10/10/14  
Director of Information Technology

  
William P. Curley, III                      Date: 10/20/2014  
City Attorney

## EXHIBIT A

Agreement No. JS-MV062014



## Order Form

18831 Von Karman Avenue  
Suite 200  
Irvine, CA 92612

Agreement Proposed by: Jim Skurzynski

### Billing Information

Company Name:	City of Mission Viejo	Bill To:	City of Mission Viejo
Contact Name:	Richard Schlesinger		200 Civic Center Drive
Billing E-mail:	rschlesinger@cityofmissionviejo.org		Mission Viejo, CA 92691
Billing Phone:	949-470-3079		

Agreement Term:	08-01-2014 thru 07-31-2017	Payment Method:	Check
Billing Frequency:	Annual	Payment Terms:	Net 30

### Order Details

This order includes Digital Map Products ("DMP")'s Content Solutions, GovClarity™ and Professional Services.

Intended Use: Internal information access and systems integration platform for City of Mission Viejo and public-facing constituent service.

#### (1) Content Solutions \$12,459.00 Annual

Pursuant to the attached *Content Solutions Sublicense Terms and Conditions*, DMP will deliver the following Content Solutions elements onsite to the City:

Elements:	3" Aerial Imagery, County Parcel Boundaries, Property Record Data
Coverage:	3" Aerial Imagery – City of Mission Viejo (Orange County inside of GovClarity™) County Parcel boundaries – Orange County Property Record Data – Orange County
Schedule:	3" Aerial Imagery – Mutually agreeable timeframe each year subsequent to delivery by source provider County Parcel Boundaries – Annual Property Record Data – Annual
License:	City shall have perpetual rights to 3" Aerial Imagery and County Parcel Boundaries delivered subsequent to the term of this Order Form. Access to Property Record Data shall terminate with the term specified on this Order Form.

#### (2) Web Applications – GovClarity™ \$29,960.00 Annual

Pursuant to the attached *Web Application Terms and Conditions*, DMP will provide a GovClarity™ based solution as described below.

Users:	Unlimited number of City employees
Coverage:	Southern California
Products:	GovClarity™, CommunityView™, CONNECT – Constituent Engagement Application, Public Works Module – Including Inspection Application, Issue Reporting Module, Tax Maps

#### (3) Professional Services <No Charge>

Pursuant to the attached *Professional Services Agreement*, DMP shall initially provide layer loading services to bring the City's GovClarity™ subscription to its current state. In subsequent years DMP will provide layer loading services for up to 3 layers per year. Any additional layer loading service shall be charged at DMP's best available hourly rates. DMP shall also deliver 2 on-site training sessions annually.

**Total Price:** **\$42,419.00 Annual**

The parties agree to the terms contained herein including all of the following attachments:

- Content Solutions Sublicense Terms and Conditions
- Web Application Terms and Conditions
- Service Level Agreement (SLA)

- Professional Services Agreement

By executing the Order Form that references these Terms and Conditions (collectively, the "Agreement"), You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

## 1. DEFINITIONS

**"Contributed Database"** means Databases licensed by certain Contributors to Us with the right to grant sublicenses as set forth herein and identified on the Order Form.

**"Contributor"** means a third party licensor of any Contributed Database to Us.

**"Database"** means a compilation of geographic, cartographic, engineering, architectural, tabular, text, and/or other data, information, or works, including, but not limited to, graphic and/or file data in automated or manual form.

**"Derivative Products"** or **"Derivatives"** shall mean all works created by You which incorporate all or part of the Licensed Products, including, but not limited to, any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form of, or modification to the Licensed Products.

**"Intended Use"** means the specific works, uses, purposes, end users, and industries expressly described on the Order Form. Unless expressly stated otherwise on the Order Form, the Intended Use is limited to geospatial mapping products, activities, and applications, and does not include any form of commercial use, distribution, publishing, sublicensing, modifying, reformatting, creation of derivative works, products, or databases, marketing or telemarketing activities, models or algorithms, appraisal, title or other legal reporting, debt collection, insurance of any kind, legal services or products, extracting or otherwise modifying, processing, or removing data elements.

**"Licensed Products"** means the products ordered by You on the Order Form and may include portions of the Contributed Databases.

**"Order Form"** means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**"Visual Output"** means printouts, plots, displays, photographic film, printed matter and other visual representation of data.

**"We," "Us" or "Our"** means Digital Map Products, Inc. or its affiliate.

**"You" or "Your"** means the company or legal entity, and any of its affiliates, for which you are accepting this Agreement.

## **2. GRANT OF LICENSE**

We hereby grant, and You hereby accept, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, and non-assignable right and sublicense to use the Licensed Products solely for the Intended Use, from the Effective Date hereof until this Agreement is terminated or expires in accordance with its terms. You may produce Visual Output from the Licensed Products only for the Intended Use.

Subject to the terms of this Agreement, You may create and distribute Derivative Products to the extent that such Derivative Products are part of the Intended Use. You shall be able to use such Derivative Products and all intellectual property rights attributable or corresponding thereto, royalty-free, in perpetuity, under the terms of this Agreement, solely for the Intended Use provided that such use does not include any attempt to reverse-engineer any aspect of Licensed Products or to compete with Us or the Contributors.

Except as expressly permitted herein, You shall have no right to assign, transfer, or sublicense any aspect of the Licensed Products other than to Your rightful successors or assigns by means of a merger or sale of all or substantially all of Your business.

Your contractors, consultants, and agents that You engage for the Intended Use may use the Licensed Products in digital format as long as (a) these third parties' use is only for the Intended Use, (b) these third parties do not sell, license, or otherwise distribute Licensed Products or any portion thereof, (c) these third parties must destroy any copies of the Licensed Products or portions thereof immediately upon termination or completion of their scope of work as related to the Intended Use, (d) these third parties are not competitors of Ours or of the Contributors, and (e) these third parties must abide by the terms of this Agreement. Without limiting the foregoing, You agree that You shall in no event use any aspect of the Licensed Products other than for the Intended Use.

## **3. OUR RESPONSIBILITIES**

**3.1. Delivery Formats and Schedules.** We shall make delivery of the Licensed Products to You pursuant to the formats and schedules designated on the Order Form. Unless indicated otherwise, We will only make one (1) data delivery.

## **4. YOUR RESPONSIBILITIES**

**4.1. Compliance and Protection from Unauthorized Access and Use.** You will be responsible for (a) compliance with the terms of this Agreement by any parties to whom you grant access to the Licensed Products or Derivative Products, (b) securing and protecting the Licensed Products and Derivatives from unauthorized distribution and access, (c) preventing any use of the Licensed Products or Derivatives outside of the Intended Use, (d) preventing access from any of Our competitors or those of our Contributors to any portions of the Licensed Products, Derivatives, or any related



information; (e) ensuring that no aspect of the Licensed Products is used in any way that (1) violates any law, statute, ordinance, or regulation; (2) infringes a third party's copyright, patent, trademark, trade secret, or other proprietary rights of publicity or privacy; or (3) is defamatory, trade libelous, unlawfully threatening or harassing.

## **5. FEES, PAYMENT, AND TERM**

**5.1. Fees and Payment.** In consideration of the license rights granted in Section 2, You shall pay all fees as set forth in the Order Form, plus all applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on Licensed Products purchased and not contingent upon Your actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance at the beginning of each contract year unless specified otherwise in the Order Form, and (d) You shall be invoiced in full upon delivery and You will be pay the invoiced amount to Us in full within fifteen (15) days from date of invoice.

**5.2. Non-Payment or Failure to Pay.** A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Services and Content, until You bring Your account current.

## **6. PROPRIETARY RIGHTS, ADDITIONAL LICENSE LIMITATIONS, AND CONFIDENTIALITY**

**6.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We and Our Contributors reserve all of Our/their rights, titles, and interests in and to the Licensed Products and Contributed Databases, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace Contributors at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property unless indicated otherwise. No rights are granted to You hereunder other than as expressly set forth herein.

**6.2. Proprietary Notices.** We and our Contributors claim and reserve all ownership and rights afforded at law and in equity in all data, compilations, and materials that constitute the Licensed Products, including, but not limited to, all rights under federal copyright law. You agree to respect and not to knowingly or maliciously remove, obliterate, or cancel from view any copyright, trademark, confidentiality, or other proprietary notice, mark, or legend appearing on the Licensed Product or on the Visual

Output, including, but not limited to, any such notices displayed to the user during the operation of the Licensed Products and any such notices in the documentation, and agree to use reasonable best efforts to reproduce and include the same on any copy of the Licensed Product or any portion thereof distributed to Your consultants, agents and contractors.

**6.3. Confidential Information.** Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof, in the same manner in which it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). You acknowledge that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Licensed Products, documentation, Derivative Products, or copies of any portions thereof will (a) substantially diminish the value to Contributors of their intellectual property, (b) render Our remedy at law for such unauthorized use, disclosure, or transfer inadequate, and (c) cause irreparable injury. If You breach any of Your obligations with respect to the use or confidentiality of the Licensed Products, documentation, Derivative Products, or any copies of portions thereof, We shall be entitled to equitable relief to protect Our interests therein, including, but not limited to, preliminary and permanent injunctive relief. Upon (presentation of just cause and) ten (10) days' written notice to You, We shall, with Your consent and permission, have reasonable access to inspect and audit Your procedures and to examine Your computer systems in order to determine whether such procedures and computer systems comply with the requirements set forth in this Agreement.

## **7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**7.1. Our Warranties.** EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE LICENSED PRODUCTS ON AN "AS IS," "AS AVAILABLE" BASIS. NEITHER WE NOR OUR CONTRIBUTORS MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING AVAILABILITY OR ACCURACY OF THE LICENSED PRODUCTS AND/OR CONTRIBUTED DATABASES. WE MAY ALTER OR REDUCE THE AVAILABILITY AND QUALITY OF THE LICENSED PRODUCTS AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY CONTRIBUTORS WARRANT THAT THE LICENSED PRODUCTS OR RELATED E-MAILS SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

**7.2. Limitation of Liability.** Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of 12 months of fees paid by You to Us. Neither We nor the Contributors shall be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including attorneys' fees) arising in connection with the Licensed Products, or any failure by Us to perform our obligations, regardless of any negligence alleged.

**7.3. Indemnification.** We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Licensed Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that your use of the Licensed Products in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and the Contributors against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

## **8. ADDITIONAL PROVISIONS**

**8.1. Non-Assignability.** Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

**8.2. Entire Understanding.** This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

**8.3. Governing Law & Arbitration.** This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration And Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

**8.4. Headings Not Controlling.** All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**8.5. Severability.** If any provision of this contract is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the contract shall remain in full force and effect.

By executing the Order Form that references this agreement and initialing these Web Application Subscription Terms and Conditions (collectively, the "Agreement"), You agree that the Agreement terms govern Your purchase and use of Digital Map Products ("DMP") Web Application and Content. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not use the Web Application or Content.

This Agreement was last updated on June 2<sup>nd</sup>, 2014. It is effective as of the date You signed the Order Form.

## 1. DEFINITIONS

**"Content"** means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

**"Order Form"** means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**"User"** means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

**"We," "Us" or "Our"** means Digital Map Products, Inc. or its affiliates.

**"Web Application"** means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third-party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

**"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

**"Your Data"** means electronic data and information submitted by or for You to be incorporated into the Web Application.

## 2. WEB APPLICATION, CONTENT, AND USAGE

**2.1. Web Application and Content.** We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and

subject to usage limits, including, for example, the number of Users and the geographic coverage areas specified in the Order Form. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

**2.2 Your Responsibilities.** You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

**2.3 Usage Restrictions.** You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy, extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, or (i) access the Web Application in order to build or enhance a competitive product or service.

**2.4. Future Functionality, Updates, and Beta Services.** You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

### **3. FEES, PAYMENT, AND TERM**

**3.1. Fees and Payment.** You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless

otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

**3.2. Non-Payment or Failure to Pay.** A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

#### **4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY**

**4.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

**4.2. Preservation of Notices.** You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

**4.3. License to Host Your Data.** You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

**4.4. License to Collect Data and Use Feedback.** You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

#### **5. CONFIDENTIALITY**

**5.1. Trade Secrets and Confidential Information.** The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not

modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care (and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

## **6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**6.1. Our Warranties.** EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

**6.2. Limitation of Liability.** Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

**6.3. Indemnification.** We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney

fees.

## **7. ADDITIONAL PROVISIONS**

**7.1. Non-Assignability.** Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

**7.2. Entire Understanding.** This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

**7.3. Governing Law & Arbitration.** This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration And Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

**7.4. Headings Not Controlling.** All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**7.5. Severability.** If any provision of this contract is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the contract shall remain in full force and effect.



**EXHIBIT B**

**PAYMENT SCHEDULE**

1. Content Solutions .....	\$12,459.00
2. WebApplications – GovClarity .....	\$29,960.00
3. Professional Services .....	No Charge
<b>Total .....</b>	<b>\$42,419.00</b>

Payment Terms: Net 30

## EXHIBIT C

### INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

**Commercial General Liability/Umbrella.** Primary insurance shall be at least as broad as ISO-CGL form No. CG 00 01 or equivalent form, as determined by Risk Management staff. Total limits shall be no less than **\$1,000,000.00** per occurrence for all coverages and **\$1,000,000.00** general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10, or equivalent form, as determined by Risk Management staff (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Umbrella Liability Insurance (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

**Business Auto/Umbrella Liability Insurance.** Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Limits shall be no less than **\$1,000,000.00** per accident. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Workers' Compensation/Employer's Liability** shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than **\$1,000,000** per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to the City, its employees or agents.

**Professional Liability Insurance.** Coverage shall be written on a policy form that provides professional liability insurance, errors and omissions or equivalent coverage appropriate to the Consultant's occupation or service. The policy limit shall be no less than **\$1,000,000.00** per claim and in the aggregate.

**Consultant and City further agree as follows:**

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

2. Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement shall not prohibit Consultant, and Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII+." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.
9. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability and umbrella liability policies (if any) using ISO form CG 20 10 or equivalent form, as determined by Risk Management staff. Consultant shall also provide a waiver of subrogation endorsement to Consultant's workers' compensation policy applicable to the City. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and all policies must be endorsed accordingly. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City upon request.
10. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11. Consultant's insurance presented in compliance with these specifications shall not include self-insured retentions or deductibles unless declared to the City and approved by the City Manager. The City may require evidence of financial security if deductibles or self-insured are part of the Consultant's liability program.
12. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any insurance requirements in no way waives any right or remedy of City or any additional insured, in this or any other regard.
13. Consultant agrees to require all subconsultants or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subconsultant or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subconsultants or others with whom Consultant contracts with on behalf of City, will be submitted to City for review. Failure of City to request copies of such agreement will not impose any liability on City, or its employees.
14. If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
15. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
16. It is agreed that insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.

SECOND AMENDMENT TO

AGREEMENT WITH Digital Map Products

THIS SECOND AMENDMENT TO CONSULTANT AGREEMENT (hereafter "Second Amendment") is made and effective as of August 23, 2016, by and between the CITY OF MISSION VIEJO, a municipal corporation, (hereafter "City") and Digital Map Products (hereafter "Consultant"). In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows:

1. This Second Amendment is made and entered into with respect to the following facts:
  - a. On October 15, 2014, the City and Consultant entered into that certain agreement entitled "City of Mission Viejo Geographic Information Systems Services Agreement" in which the Consultant agreed to provide certain services for the City (hereafter "Agreement").
  - b. City and Consultant desire to make certain modifications to the Agreement as set forth in this Second Amendment.

2. Section 1 of the Agreement is hereby amended to read as follows:

**TERM. This Agreement shall commence on October 15, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 16, 2017, unless sooner terminated pursuant to the provisions of this Agreement. This contract may be renewed by mutual agreement of both parties for one additional 1-year period, for a total of term of 3 years. This renewal is contingent upon satisfactory work being performed by the Consultant.**

3. Section 4 of the Agreement is hereby amended to read as follows:

**PAYMENT. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B. This amount shall not exceed Forty two thousand four hundred and nineteen Dollars (\$42,419) for the total term of October 15, 2016 to October 16, 2017.**

4. Except as otherwise specifically provided in this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

Consultant/Contractor

City of Mission Viejo

\_\_\_\_\_  
Jim Skurzynski                      Date  
President

\_\_\_\_\_  
Dennis Wilberg                      Date  
City Manager

Consultant/Contractor

---

Geoffrey T. Wade      Date  
Chief Technology Officer

---

Karen Hamman      Date  
City Clerk

Approved as to Form:

---

William P. Curley      Date  
City Attorney

**EXHIBIT B (Amended)**

**PAYMENT SCHEDULE**

1. Content Solutions .....	\$12,459.00
2. Web Applications – GovClarity .....	\$29,960.00
3. Professional Services .....	No Charge
<b>Total Annual Cost .....</b>	<b>\$42,419.00</b>

Payment Terms: Net 30







# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Mark Chagnon, Director of Public Works  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services/City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Marguerite Parkway Roadway Pollutant and Runoff Abatement Project: Alarcon to Santa Margarita Parkway (CIP 229)

**Recommended Action**

Adopt Resolution 16-XX Authorizing An Application for Funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3 for the Marguerite Parkway Roadway Pollutant and Runoff Abatement Project: Alarcon to Santa Margarita Parkway (CIP 229).

**Executive Summary**

Public Works staff previously submitted a grant application to OCTA requesting \$200,000 in funding for the rehabilitation of the medians on Marguerite Parkway between Alarcon and Santa Margarita Parkway, CIP 229. On July 7, 2016, OCTA advised City staff that the grant application was being recommended for funding; however, an updated resolution authorizing the application is required prior to funding.

In past years, OCTA accepted resolutions for the Environmental Cleanup Program which covered multiple years and multiple projects, including Resolution 14-35. This year, however, in order to comply with Measure M2 audit requirements, OCTA is requiring applicants provide an updated resolution specific to the proposed project, including funding match commitments. Resolutions must be submitted prior to September 1, 2016. The OCTA Board of Directors is scheduled to approve grant funding for CIP 229 at its September 8, 2016, meeting.

**Fiscal Impact:**

**Amount Requested \$N/A**

**Sufficient Budgeted Funds Available?: N/A (If no, see attached fiscal analysis)**

**Previous Relevant Council Actions for This Item**

7-07-2014 Adoption of Resolution 14-35, Application for ECP Funding

7-12-2016 Establishment of CIP 229 in the Seven-Year CIP Program

**Attachments**

Draft Resolution

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE MARGUERITE PARKWAY ROADWAY POLLUTANT AND RUNOFF ABATEMENT PROJECT: ALARCON TO SANTA MARGARITA PARKWAY (CIP 229)

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, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Mission 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 authorizes the nomination of the Marguerite Parkway Roadway Pollutant and Runoff Abatement Project: Alarcon to Santa Margarita Parkway including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Mission Viejo to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Mission Viejo will maintain and operate the equipment acquired and installed; and

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

WHEREAS, the City of Mission Viejo will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

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

WHEREAS, the City of Mission Viejo will include all projects funded by net revenues in the Seven-Year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of Mission Viejo authorizes a formal amendment to the Seven-Year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

WHEREAS, the City of Mission Viejo will provide a minimum of 25% in matching funds for the Marguerite Parkway Roadway Pollutant and Runoff Abatement Project: Alarcon to Santa Margarita Parkway as required by the Orange County Comprehensive Transportation Funding Programs Guidelines; and

NOW, THEREFORE, THE CITY OF MISSION VIEJO DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City of Mission Viejo hereby authorizes the Director of Public Works as the official representative of the City of Mission Viejo to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the Marguerite Parkway Roadway Pollutant and Runoff Abatement Project: Alarcon to Santa Margarita Parkway.

SECTION 2. The City of Mission Viejo agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

SECTION 3. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23<sup>rd</sup> day of August, 2016.

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Frank Ury  
Mayor

I, Karen Hamman, City Clerk of the City of Mission Viejo, hereby certify that the foregoing resolution was duly adopted by the City Council of the City of Mission Viejo at a regular meeting thereof, held on the 23<sup>rd</sup> day of August, 2016, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

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Karen Hamman  
City Clerk



# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Mark Chagnon, Director of Public Works  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services/City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**  
 Installation of Soil Tiebacks under Avery Parkway

**Recommended Action**  
 Approve the Soil Tieback Agreement with Sherwood Classics, LLC (GreenStreet Development) subject to any minor revisions required by the City Attorney and/or City Engineer.

**Executive Summary**  
 GreenStreet Development is starting the construction of a new shopping plaza with an auto spa at the southeast corner of Marguerite Parkway and Avery Parkway. The contractor for the GreenStreet project contacted the Public Works Department requesting permission to install soil tiebacks under Avery Parkway that will be used to provide temporary shoring to facilitate the construction of the below-grade portions of the building (basement/car wash area). According to GreenStreet’s contractor, if it is allowed to install temporary tiebacks under Avery Parkway, the process will save approximately \$200,000 in construction costs and reduce the construction time by approximately 90 days versus constructing the project using its originally proposed on-site shoring system.

The tiebacks are installed by drilling a six-inch diameter hole horizontally approximately 60 feet at a steep angle (see attached Exhibit). A steel rod is then inserted into the hole and the end portion is pressure grouted. Only the portion 20 feet or more below the surface of the roadway is grouted. Ultimately, the ungrouted portion of the steel rod is removed, and only the grouted portion of the steel rod remains in place permanently.

Staff researched the proposed tieback system and had the City’s geotechnical engineer and Building Division review the proposed design of the tiebacks. These tieback systems are commonly used under public roads in cities such as Los Angeles where the construction of tall buildings (with large basements) and subways is commonplace. Staff concluded that with only the portions of the tieback rods greater than 20 feet under the roadway remaining in place, there would be minimal impacts to the public right of way and future roadway/utility projects.

Based on these findings, staff negotiated an agreement with GreenStreet that will provide the City \$30,000 in compensation to allow GreenStreet to install seven tiebacks under Avery Parkway to facilitate construction of the project.

**Fiscal Impact:**

**Amount Requested \$0**  
**Sufficient Budgeted Funds Available?:** (If no, see attached fiscal analysis)  
**Prog/Fund #      Category: Pers.      Optg.      Cap.      -or- CIP #      Fund #**

**Previous Relevant Council Actions for This Item**  
 None

**Attachments**  
 Draft Agreement  
 Exhibit [Tieback Cross-Section]

**LICENSE AGREEMENT TO USE CITY REAL PROPERTY  
BY AND BETWEEN THE CITY OF MISSION VIEJO AND  
SHERWOOD CLASSICS, LLC (GREENSTREET DEVELOPMENT)**

**THIS LICENSE AGREEMENT TO USE CITY RIGHT-OF-WAY** (“Agreement”) is entered into this 23<sup>rd</sup> day of August, 2016, by and between the **City of Mission Viejo**, a California municipal corporation, hereinafter referred to as “City” and Sherwood Classics, LLC (GreenStreet Development) a Limited Liability Company, hereinafter referred to as "GreenStreet". City and GreenStreet are hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties." The effective date of this Agreement shall be the date indicated in Section 1 hereunder (the “Effective Date”).

**R E C I T A L S**

**WHEREAS**, Green Street owns certain property in the city of Mission Viejo at the corner of Marguerite Parkway and Avery Parkway described as APN 740-013-23; and

**WHEREAS**, City owns certain real property that is a dedicated public street commonly known as Avery Parkway which is adjacent to the above-described property; and

**WHEREAS**, GreenStreet has requested that City allow the installation of temporary tie-backs under Avery Parkway to provide temporary lateral support to facilitate the construction of subsurface improvements on GreenStreet’s property; and

**WHEREAS**, once the construction is completed on GreenStreet’s property, portions of the installed tie-backs will be abandoned in-place under Avery Parkway; and

**WHEREAS**, City has agreed to grant GreenStreet a License Agreement to install seven (7) temporary tiebacks under Avery Parkway for a term not to exceed 365 days from issuance of all required permits to construct tiebacks; and

**WHEREAS**, in return for the rights described in this License Agreement to install temporary tiebacks, GreenStreet has agreed to compensate City in the sum of **Thirty Thousand Dollars (\$30,000.00)** prior to installing any tiebacks under Avery Parkway.

**A G R E E M E N T**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. GRANT OF LICENSE AGREEMENT**

A. **License Agreement.** City hereby grants to GreenStreet for the use and benefit of GreenStreet and its successors and assigns and their contractors, subcontractors, partners, members, shareholders, officers, directors, employees, agents, invitees, licensees

(collectively, the “Permitted Users”), the temporary right to install up to seven (7) soil tiebacks under Avery Parkway solely to provide temporary shoring to GreenStreet’s project. After the Term (as defined below), the License Agreement shall not include any rights by GreenStreet to disturb or alter the surface or subsurface of City Property without City’s prior written consent.

B. **Non-Exclusive Use.** The rights granted to Permitted Users pursuant to this License Agreement are non-exclusive and the owners of City Property retain the right at all times to use City Property for any purpose not inconsistent with the License Agreement rights granted under this Agreement and not unreasonably interfering with the enjoyment of the benefits of License Agreement, which rights include use of City Property for public street purposes. GreenStreet, in exercising its rights under the License Agreement, shall use reasonable care to minimize disruption to City Property.

C. **No Right to Remove Underground Tiebacks.** GreenStreet may leave the portions of the tiebacks in place that are more than twenty feet (20’) below the finished surface of Avery Parkway, and shall not be required to remove them. GreenStreet shall remove all portions of the tiebacks that are less than twenty feet (20’) below the finished surface of Avery Parkway prior to the expiration date of this License Agreement.

D. **Indemnification.** GreenStreet agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of GreenStreet's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this License Agreement, excepting only liability arising out of the negligence of the City.

E. **Insurance.** GreenStreet agrees to provide insurance in accordance with the requirements set forth herein. If GreenStreet uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, GreenStreet agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by GreenStreet and maintained on behalf of City and in accordance with the requirements set forth herein.

1) **Commercial General Liability/Umbrella.** Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be no less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

2) **Umbrella Liability Insurance** (if necessary to meet limits requirements) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop-down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

3) **Business Auto/Umbrella Liability Insurance.** Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than \$1,000,000.00 per accident. Starting and ending dates shall be concurrent. If GreenStreet owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4) **Workers’ Compensation/Employer’s Liability** shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employer’s liability limits shall be no less than one million dollars per accident or disease. Employer’s liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respect to City, its employees, or agents.

5) **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retention must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to City, its officers, officials, employees, and volunteers; or GreenStreet shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6) **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a) City, its officers, officials, employees, agents, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of GreenStreet, products and Completed operations of GreenStreet; premises owned, occupied or used by GreenStreet; or automobiles owned, leased, hired, or borrowed by GreenStreet. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

b) For any claims related to this project, GreenStreet's insurance coverage shall be primary insurance as respects to City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be in excess of GreenStreet's insurance and shall not contribute with it.



c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents, or volunteers.

d) GreenStreet's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to City.

7) **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

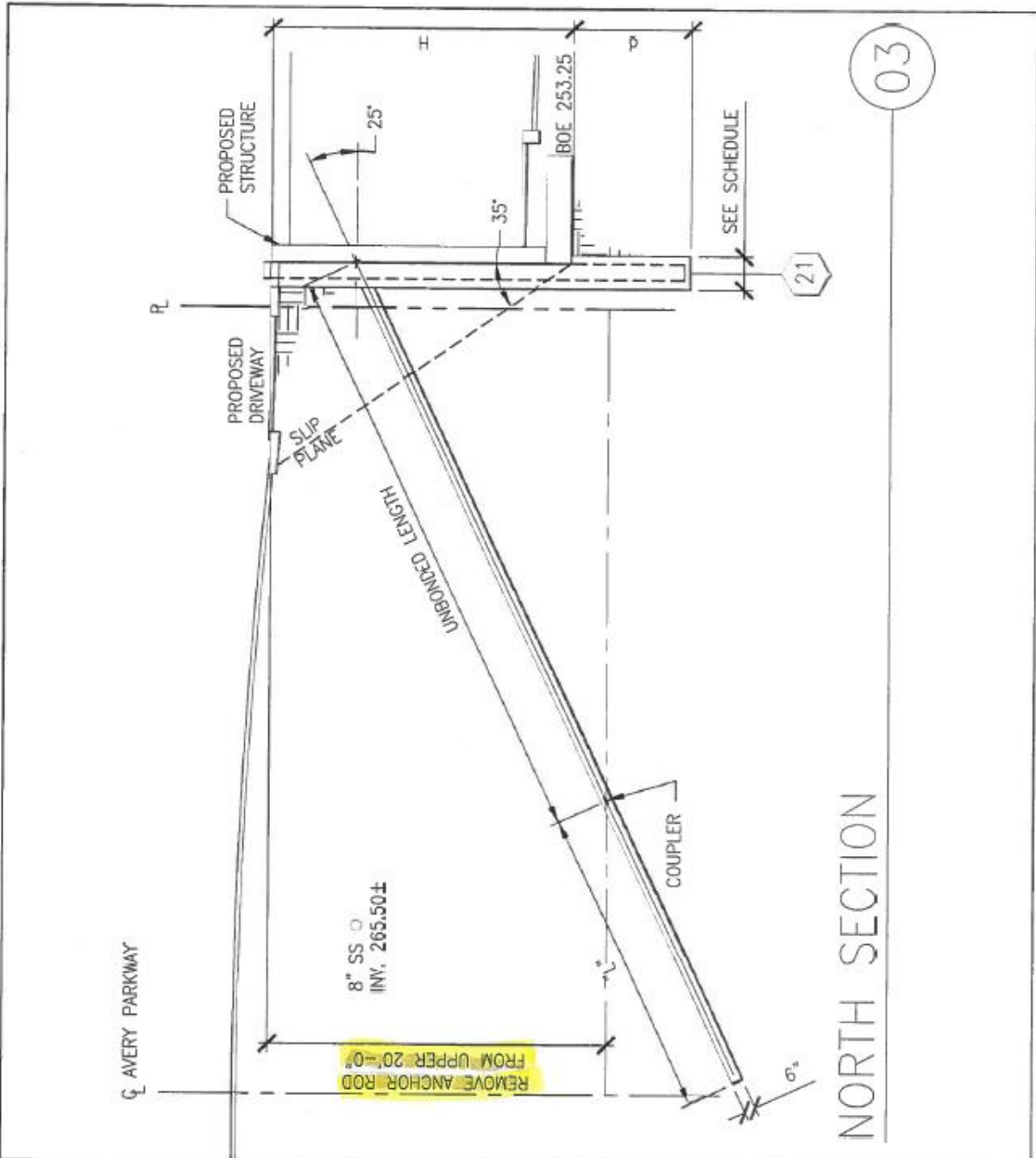
8) **Verification of Coverage.** GreenStreet shall furnish City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before Work commences.

9) **Subcontractors.** GreenStreet shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

F. **Covenants.** GreenStreet covenants that (i) neither GreenStreet nor Permitted Users shall permit any lien to attach to City Property as a result of the exercise of the License Agreement; but if any such liens do attach, GreenStreet shall provide to City within ten (10) days thereafter, evidence reasonably acceptable to City that such liens have been or shall be, at GreenStreet's sole expense, satisfied, bonded over or contested in a manner that will protect City's interest in City Property; (ii) GreenStreet and Permitted Users shall use Avery Parkway only for the purposes set forth in Section 1.A. above; (iii) GreenStreet shall install and construct the Underground Anchors in a good and workmanlike manner and in compliance with all applicable laws, rules, regulations, orders and ordinances, including compliance with the City of Mission Viejo Grading and Excavation Code and Manual, and the City of Mission Viejo Encroachment Permit requirements, all pertinent Building Codes and Permits, and in strict compliance with the plans prepared by GreenStreet's independent third-party consultant/contractor and approved by City; and (iv) GreenStreet will protect all property and improvements in and about the Avery Parkway right-of-way limits from damage caused by GreenStreet and/or Permitted Users, and GreenStreet shall immediately repair or replace (and City shall provide to GreenStreet reasonable access rights to City Property therefor) any such property or improvement once damaged to its pre-existing condition (including restoration of vegetation, as necessary) at GreenStreet's sole expense.







03

<b>CEFALI &amp; ASSOCIATES, INC.</b> CONSULTING STRUCTURAL ENGINEERS TEL 818.752.1812 PROJECT NO. 16-045 DATE: 2016-07-19 CAD DWG FILE: SS-4 DRAWN BY: S.W. CHECKED BY: -		PROJECT TITLE <b>GREENSTREET CENTER</b> SHEET TITLE <b>SECTION</b> MISSION VIEJO, CA		SHEET <b>SK-03</b>
SCALE: 1/8"=1'-0"				



# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Keith Rattay, Director of Public Services  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Public Hearing to Consider All Objections to the Proposed Abatement of Weeds on Parcels Less than One Acre for the Annual Weed Abatement Program 2016 - Phase 2.

**Recommended Action**

Instruct the Public Services Department to proceed and perform the removal of weeds in accordance with Sections 39568 through 39588 of the Government Code.

**Executive Summary**

On June 14, 2016, City Council adopted Resolution 16-28 that required notification of certain property owners to remove weeds from properties designated and set the date of August 23, 2016, to hear and consider all objections to the proposed removal of weeds by the City of Mission Viejo. On June 16, 2016, City staff mailed notices to all properties as designated in Resolution 16-28 (Exhibit A). In the past, the majority of properties notified cleared the weeds by the due date.

Staff recommends that City Council, after hearing all objections for the proposed removal of weeds on parcels less than one acre, overrule any objections in accordance with Sections 39568 through 39588 of the Government Code (Exhibit 1) and order the Public Services Department to abate weeds in accordance with Sections 39568 through 39588 of the Government Code (Exhibit 1) on the remaining properties noticed in (Exhibit B).

**Fiscal Impact:**

<b>Amount Requested \$</b>						
<b>Sufficient Budgeted Funds Available?:</b>	<b>(If no, see attached fiscal analysis)</b>					
<b>Prog/Fund #</b>	<b>Category:</b>	<b>Pers.</b>	<b>Optg.</b>	<b>Cap.</b>	<b>-or- CIP#</b>	<b>Fund#</b>

**Previous Relevant Council Actions for This Item**

6-14-16 - Adopt Resolution 16-28

**Attachments**

Exhibit A - Resolution 16-28  
Exhibit 1 (Sections 39568-39588 of the Government Code  
Exhibit B (2016 Weed Abatement List- Notices Mailed)

## Government Code Sections 39568 through 39588

- 39568.** At the time stated in the notices, the legislative body shall hear and consider all objections to the proposed removal of weeds, rubbish, refuse, and dirt. It may continue the hearing from time to time.
- 39569.** By motion or resolution at the conclusion of the hearing the legislative body shall allow or overrule any objections. At that time the legislative body acquires jurisdiction to proceed and perform the work of removal.
- 39570.** The decision of the legislative body is final.
- 39571.** If objections have not been made or after the legislative body has disposed of those made, it shall order the superintendent to abate the nuisance by having the weeds, rubbish, refuse, and dirt removed. The order shall be made by motion or resolution.
- 39572.** The superintendent may enter upon private property to abate the nuisance.
- 39573.** Before the superintendent arrives, any property owner may remove the weeds, rubbish, refuse, and dirt at his own expense. Nevertheless, in any case in which an order to abate is issued, the legislative body by motion or resolution may further order that a special assessment and lien be imposed pursuant to Section 39577. In that case the assessment and lien shall be limited to the costs incurred by the responsible agency in enforcing abatement upon the parcels, including investigation, boundary determination, measurement, clerical and other related costs.
- 39574.** The superintendent shall keep an account of the cost of abatement in front of or on each separate parcel of land where the work is done by him. He shall submit to the legislative body for confirmation an itemized written report showing such cost.
- 39575.** A copy of the report shall be posted for at least three days prior to its submission to the legislative body on or near the chamber door of the legislative body, with a notice of the time of submission.
- 39576.** At the time fixed for receiving and considering the report, the legislative body shall hear it with any objections of the property owners liable to be assessed for the abatement. It may modify the report if it is deemed necessary. The legislative body shall then confirm the report by motion or resolution.
- 39576.5.** Abatement of the nuisance may in the discretion of the legislative body be performed by contract awarded by the legislative body on the basis of competitive bids let to the lowest responsible bidder pursuant to Sections 37903, 37904, 37905 and 37931 to 37935 inclusive of this code. In such event the contractor shall keep the account and submit the itemized written report for each separate parcel of land required by Section 39574.
- 39577.** The cost of abatement in front of or upon each parcel of land and the costs incurred by the responsible agency in enforcing abatement upon the parcels, including investigation, boundary determination, measurement, clerical and other related costs, constitutes a special assessment against that parcel. After the assessment is made and confirmed, a lien attaches on the parcel upon recordation of the order confirming the assessment in the office of the county recorder of the county in which the property is situated, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of such taxes as imposed by Section 39578 would become delinquent, then the

## Government Code Sections 39568 through 39588

lien which would otherwise be imposed by this section shall not attach to such real property and the costs of abatement and the costs of enforcing abatement, as confirmed, relating to such property shall be transferred to the unsecured roll for collection.

- 39578.** Except as provided in Section 39577, after confirmation of the report, a copy shall be given to the county auditor, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.
- 39579.** Except as provided in Section 39577, if the county assessor and the tax collector assess property and collect taxes for the city, a certified copy of the report shall be filed with the county auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.
- 39580.** The county auditor shall enter each assessment on the county tax roll opposite the parcel of land.
- 39581.** The amount of the assessment shall be collected at the time and in the manner of ordinary municipal taxes. If delinquent, the amount is subject to the same penalties and procedure of foreclosure and sale provided for ordinary municipal taxes. The legislative body may determine that, in lieu of collecting the entire assessment at the time and in the manner of ordinary municipal taxes, such assessments of fifty dollars (\$50) or more may be made in annual installments, in any event not to exceed five, and collected one installment at a time at the times and in the manner of ordinary municipal taxes in successive years. If any installment is delinquent, the amount thereof is subject to the same penalties and procedure for foreclosure and sale provided for ordinary municipal taxes. The payment of assessments so deferred shall bear interest on the unpaid balance at a rate to be determined by the legislative body, not to exceed 6 percent per annum.
- 39582.** As an alternative method the county tax collector in his discretion may collect the assessments without reference to the general taxes by issuing separate bills and receipts for the assessments.
- 39583.** Laws relating to the levy, collection, and enforcement of county taxes apply to such special assessment taxes.
- 39584.** The superintendent may receive the amount due on the abatement cost and issue receipts at any time after the confirmation of the report and until 10 days before a copy is given to the county auditor, or, where a certified copy is filed with the county auditor, until August 1st following the confirmation of the report.
- 39585.** The legislative body may order refunded all or part of a tax paid pursuant to this article if it finds that all or part of the tax has been erroneously levied. A tax or part shall not be refunded unless a claim is filed with the clerk of the legislative body on or before November 1st after the tax became due and payable. The claim shall be verified by the person who paid the tax or by the person's guardian, conservator, executor, or administrator.
- 39586.** If the legislative body finds that property damage was caused by the negligence of a city officer or employee in connection with the abatement of a nuisance pursuant to this article, a claim for such damages may be paid from the city general fund. Claims therefor are governed by Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6 of Title 1 of this code.

## **Government Code Sections 39568 through 39588**

**39587.** The proceedings provided by this article are an alternative to any procedure established by ordinance pursuant to Article 1 (commencing with Section 39500).

**39588.** The lien of said assessment shall have the priority of the taxes with which it is collected.



# 2016 WEED ABATEMENT LIST

Public Services Department

EXHIBIT B

REVISED 08/10/16

PROPERTIES HIGHLIGHTED IN YELLOW HAVE COME INTO COMPLIANCE										
TRACT	PARCEL	LOT	FIRST NAME	LAST NAME	STREET NAME	ADDRESS	ZIP CODE	PROBLEM DESCRIPTION	T/B MAP	Letter Sent
7807	809-414-02	64	Robert	Schultz	Via Gaviota	26555	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-22	67	Brian	Bartczak	Via Gaviota	26531	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-21	68	Virgilio	Sanchez	Via Gaviota	26521	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-19	70	Donald	Turner Trust	Via Gaviota	26501	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-17	72	Jack/Chris	Chen	Via Gaviota	26485	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-15	74	Daren	Blomquist	Via Gaviota	26471	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-13	76	Kimberly Ann	Gee	Via Gaviota	26455	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-12	77	Taufik	Bourdi	Via Gaviota	26451	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-11	78	Christopher	Brown	Via Gaviota	26441	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-10	79	Drew	Niven	Via Gaviota	26431	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-09	80	Victoria	Mortensen Tr	Via Gaviota	26421	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-08	81	Mohan	Pradhan	Via Gaviota	26415	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-07	82	Eugene	Flood	Via Gaviota	26411	92691	Weeds/dry brush on rear slope	892-B5	✓
7807	809-472-05	84	Michael	Dietrich	Via Gaviota	26391	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-03	86	Douglas	Keene	Via Gaviota	26371	92691	Weeds/debris on rear slope	892-B5	✓
7807	809-472-02	87	Irma	Lozano	Via Gaviota	26361	92691	Weeds/debris on rear slope	892-B5	✓
9563	837-132-54	48	Gershon	Shamay	Abedul	21676	92691	Weeds/debris on rear slope	892-D2	✓
9563	837-132-53	47	Maureen	Migriditchian*	Abedul	21682	92691	Weeds/debris on rear slope	892-D2	✓
8043	808-101-12	12	Bruce	Hopson	Via Madrugada	24132	92692	Weeds/dry brush on rear slope	892-D7	✓
8043	808-101-13	13	Walai	Kespradit	Via Madrugada	24142	92692	Weeds/tree branches/dry brush on rear slope	892-D7	✓
8043	808-101-19	19	Ru-Chian & Tina	Chang	Via Madrugada	24202	92692	Weeds/dry brush on rear slope	892-D7	✓
8043	808-101-20	20	Lea Ann	McClellan	Via Madrugada	24212	92692	Weeds/dry brush on rear slope	892-D7	✓
8043	808-101-09	21	Jack	Davis	Via Madrugada	24222	92692	Weeds/dry brush on rear slope	892-D7	✓
8043	808-101-22	22	Douglas & Liza	Zielasko	Via Madrugada	24232	92692	Weeds/dry brush on rear slope	892-D7	✓
8043	808-101-23	23	Walter	Francois	Via Madrugada	24242	92692	Weeds on rear slope	892-D7	✓
8043	808-101-09	9	Ronald & Toni	Gryzanoski	Via Madrugada	24092	92692	Weeds on rear slope	892-D7	✓
8043	808-101-10	10	Nancy Jo	Bonds	Via Madrugada	24102	92692	Weeds on rear slope	892-D7	✓
8043	808-101-14	14	Donald	Raiche	Via Madrugada	24152	92692	Weeds on rear slope	892-D7	✓
8043	808-101-14	17	Martin & Tammi	Boiko	Via Madrugada	24182	92692		892-D7	✓
6471	784-402-04	64	Robert	Knoke	Santo Dr	25672	92691	Weeds, brush, debris, tree branches-rear slope	922-B3	✓
6471	784-402-05	63	Dan & Nancy	Disher	Santo Dr.	25692	92691	Weeds, brush, debris, tree branches-rear slope	922-B3	✓
6471	784-402-06	62	Kevin & Kathy	Laude	Santo Dr.	25702	92691	Weeds, brush, debris, tree branches-rear slope	922-B3	✓
7600	761-172-03	34	David & Julie	Crandall	Calle Del Cid	27191	92691	Dead trees bottom of slope /weeds on slope	972-D4	✓

# 2016 WEED ABATEMENT LIST

Public Services Department

EXHIBIT B

REVISED 08/10/16

PROPERTIES HIGHLIGHTED IN YELLOW HAVE COME INTO COMPLIANCE										
TRACT	PARCEL	LOT	FIRST NAME	LAST NAME	STREET NAME	ADDRESS	ZIP CODE	PROBLEM DESCRIPTION	T/B MAP	Letter Sent
6340	784-361-32	89	Scott	Taylor*	Ferrocarril	24452	92691	Weeds in front of property	922-A1	✓
6550	784-473-13	34	Christina	Branch	Condado Ln	27012	92691	Weeds in front and back yard	C1-922	✓
6550	784-471-43	61	Brian & Tonya	Pawli	Venablo	24661	92691	Weeds in backyard and slope	C1	✓
6047	784-14-122	22	Allison	Beck*	Esmeralda	26331	92691	Weeds in front and back yards	B3-922	✓
9561	83713206	59	Charles & Carleen	Ching	Consejos	21582	92691		D2-892	✓
	761-061-07		Darren	Mourer	Bodega Ln	26431	92692	Dead trees and branches on slope	C7-922	
7126	809-37216	60	Ruth	Boersma	Via Manolete	26651	92691	Weeds/debris	C7-892	✓
7126	809-37215	59	Charles & Stephen	Garnreiter	Via Manolete	26661	92691	Weeds/debris	C7-892	✓
7110	811-06-206	56	Carl	Tsai	Via Conchita	26415	92691	Rear Slope	B4-892	✓
7110	811-06-208	58	Maxine	Wunsch	Via Conchita	26441	92691	Rear Slope	B4-892	✓
6859	761-181-28	13	Payson	Lederman	Galvez	27251	92691	Front yard weeds	C6-922	✓
6683	784-471-28	24	John	Dale*	Aldeano	26921	92691	Front and rear yard weeds	922-C1	✓
7070	761-151-01	1	Paul	Deem	San Gonzalo	26501	92691		922-B6	✓
n/a	740-013--21	n/a	Circlecircle LLC		Marguerite	28752	92692	Rear slope behind shopping center- fire-damaged vegetation, dead trees, branches, weeds.		✓
9566	837-172-01	54	Jim	Cole	Calabaza	21801	92691	Weeds in front yard and side slope (facing Crucero Park)	D2-892	✓

**RESOLUTION 16-28**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO DECLARING THAT CERTAIN WEEDS, RUBBISH, REFUSE, AND DIRT ON PARCELS UNDER ONE ACRE CONSTITUTE NUISANCES; DECLARING THE INTENTION OF THE CITY COUNCIL TO ORDER THE ABATEMENT OF SAID NUISANCES; AND FIXING A TIME AND PLACE FOR HEARING PROTESTS

THE CITY COUNCIL OF THE CITY OF MISSION VIEJO FINDS, DETERMINES, AND DECLARES:

A. All weeds growing upon the public streets and upon the sidewalks of the streets in front of the private property described in Section 2 of this Resolution, and that all weeds growing upon such private property, and all rubbish, refuse, and dirt upon such parkways, sidewalks, and private property, constitute and are public nuisances which must be abated by removal. All weeds on the private property described in Section 2 are noxious and dangerous weeds, which must be abated by removal.

B. Public streets, including the sidewalks and parkways, and the private property referred to in this Resolution are situated in the City of Mission Viejo. The private property is more particularly described by reference to the lot numbers and by the address or other description of location as enumerated on Exhibit A attached to this Resolution.

C. This Resolution is adopted pursuant to, and this Council elects to proceed in accordance with, the provisions of Title IV, Division 3, Part 2, Chapter 13, Article 2, Sections 39560 to 39588, inclusive, of the Government Code.

D. This Council proposes to order that the nuisance be abated by removal by a contractor under a contract awarded by this Council in conformity with the provisions of Section 39576.5 of the Government Code; that the costs of all such abatement and removal will be assessed upon each parcel of land in front of and upon which the weeds, rubbish, refuse, and dirt are abated and removed; that the costs of abatement in front of or upon each parcel of land constitute a special assessment against that parcel; and that after the assessment is made and confirmed, the assessment would become a lien on the property.

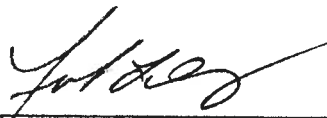
THE COUNCIL OF THE CITY OF MISSION VIEJO HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Tuesday, the 23<sup>rd</sup> day of August, 2016, at the hour of 6:00 p.m., or as soon as possible thereafter, in the Council Chambers of the City Hall, 200 Civic Center, Mission Viejo, California, is the time and place fixed by this Council when and where this Council shall hear and consider all protests to the proposed removal of the weeds, rubbish, refuse, and dirt, and at the conclusion of the hearing this Council shall allow or overrule any such protest.

SECTION 2. The Public Services Department is directed to mail written notice of this Resolution and of the meeting when objections will be heard to all persons owning property described in this Resolution in conformity with this Resolution and the provisions of Section 39568 to 39588 of the Government Code.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

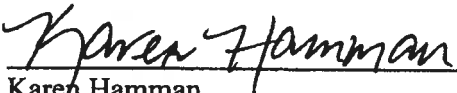
PASSED, APPROVED AND ADOPTED this 14<sup>th</sup> day of June 2016.

  
\_\_\_\_\_  
Frank Ury  
Mayor

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regular meeting thereof, held on the 14<sup>th</sup> day of June 2016, by the following vote of the Council:

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

ATTEST:

  
\_\_\_\_\_  
Karen Hamman  
City Clerk



# AGENDA REPORT

Meeting Date

8/23/2016

**Prepared By:** Elaine Lister, Director of Community Development  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Consideration of Adoption of City Council Resolution Approving the Issuance of Multi-Family Revenue Housing Bonds by the California Municipal Finance Authority (CMFA) for the Benefit of the Developer and Borrower, Heritage Villas Housing Partners, LP, in Connection with Financing the Acquisition, Substantial Rehabilitation and Improvement Of The Existing 143-Unit Heritage Villas Senior Affordable Housing Project

**Recommended Action**

Adopt Resolution 16-XX Authorizing and Directing Execution of a Joint Exercise of Powers Agreement with the California Municipal Finance Authority and Approving the Issuance of Multi-Family Housing Revenue Bonds by the CMFA to Finance the Acquisition and Rehabilitation of that Certain Existing 143-Unit Senior Multi-Family Rental Housing Project for the Benefit of the Developer And Borrower, Heritage Villas Housing Partners, LP, and Making Certain Other Findings Related Thereto

**Executive Summary**

See attachment

**Fiscal Impact:**

<b>Amount Requested \$</b>						
<b>Sufficient Budgeted Funds Available?:</b>	<b>(If no, see attached fiscal analysis)</b>					
<b>Prog/Fund #</b>	<b>Category:</b>	<b>Pers.</b>	<b>Optg.</b>	<b>Cap.</b>	<b>-or- CIP#</b>	<b>Fund#</b>

**Previous Relevant Council Actions for This Item**

None

**Attachments**

City Council Resolution  
Supplemental background information provided by Jamboree.

## EXECUTIVE SUMMARY

### INTRODUCTION

The purpose of this report is to request the City Council:

(1) conduct a Public Hearing under the requirements of Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") and Section 147(f) of the Internal Revenue Code of 1986, as amended ("IRS Code"), and then

(2) consider and take action on the attached City Council Resolution that (a) approves the issuance by the California Municipal Finance Authority, a joint exercise of powers authority and public entity of the State of California ("CMFA"), of up to \$20,000,000 of multi-family housing revenue bonds ("Housing Bonds") for the benefit of Heritage Villas Housing Partners, LP (as the "Developer" and "Borrower"), which entity is an affiliate of Jamboree Housing Corporation, and (b) authorizes the Mayor to sign and the City Clerk to attest that certain Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority ("JPA Agreement") for the City to become a member community of the CMFA.

The Housing Bonds, if issued, will provide financing for the acquisition, substantial rehabilitation and improvement of Heritage Villas Apartments, an existing 143-unit senior affordable housing development located on an approximate 4.64-acre parcel at the southeast corner of Oso Parkway and Country Club Drive, specifically 26836 Oso Parkway, Mission Viejo, California ("Heritage Villas" or "Project"). The attached City Council Resolution, if adopted, is solely for the purposes of satisfying the requirements of TEFRA, the IRS Code, and California Government Code Section 6500, *et seq.*, the joint exercise of powers laws.

### BACKGROUND

On April 20, 1998, the former Community Development Agency of the City of Mission Viejo ("Former CDA"<sup>1</sup>), Heritage Partners Limited Partnership ("HPLP"), and Jamboree Housing Corporation ("JHC") entered into an Affordable Housing Agreement including related exhibits and implementing instruments, which contract was amended by the First Amendment to Affordable Housing Agreement dated August 19, 1998 (together, "AHA"). Under the AHA, the Former CDA loaned \$2,143,000 ("MV Loan") to HPLP/JHC to construct, operate, manage and maintain the 143-unit senior affordable housing Project for occupancy by income-eligible Senior Citizens and Qualified Permanent Residents and subject to a recorded Regulatory Agreement (including First Amendment thereto) and related instruments for a 55-year Affordability Period that commenced when the Project was completed in October 2000.

As you are aware, the housing assets and housing functions of the Former Agency were transferred to the Mission Viejo Housing Authority, as housing successor, under the Dissolution Law, and the housing assets were reviewed and approved by the State Department of Finance. The AHA and the Regulatory Agreement (and the MV Loan until it

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<sup>1</sup> The Former Agency is a dissolved public entity under Parts 1.8 and 1.85, Division 24 of the California Health and Safety Code ("Dissolution Law"); the Mission Viejo Housing Authority ("MVHA") is the "housing successor" to all of the Former Agency's housing assets and functions under such Dissolution Law. Further, the MVHA is a housing authority organized and existing under the California Housing Authorities Law, Health and Safety Code Section 34200, *et seq.* ("HAL").

was paid in full as explained below) are housing assets subject to the requirements of the Dissolution Law, in particular Sections 34176 and 34176.1.<sup>2</sup>

The existing 143-unit senior Project consists of 128 one-bedroom and 15 two-bedroom apartments, which are covenanted under the AHA and Regulatory Agreement as follows: (i) 1 on-site manager unit that is not income-restricted; (ii) 12 one-bedroom units for 40% Area Median Income ("AMI") Very Low Income senior tenants; (iii) 3 two-bedroom units for 40% AMI Very Low Income senior tenants; (iv) 40 one-bedroom units for 50% AMI Very Low Income senior tenants; (v) 3 two-bedroom units for 50% AMI Very Low Income senior tenants; (vi) 3 one-bedroom units for 60% AMI Lower Income senior tenants; (vii) 9 two-bedroom units for 60% AMI Lower Income senior tenants; and (viii) 72 one-bedroom units for 81% AMI Median Income senior tenants.

After completing the Project, JHC acquired HPLP's interests and owned and operated the Project until September 30, 2015 when the Project was transferred to the new owner/partnership, Heritage Villas Housing Partners LP (i.e., the Developer and Borrower for the subject Housing Bonds). In July 2015, JHC informed the City and MVHA that because the Project had completed the IRS Code 15-year tax credit compliance period JHC intended for its Developer entity to refinance and resyndicate the Project through 4% tax credits, housing bonds and to resyndicate with a new tax credit investor (together, "New Financing"), which caused JHC to exercise its right of first refusal to acquire the Project and the original tax credit investor to exit the owner partnership. Also in July 2015, JHC requested a payoff demand from the MVHA of the outstanding amount due on the MV Loan, which was prepared by MVHA counsel Celeste Brady and submitted to JHC's escrow. On September 30, 2015, JHC and its Developer entity closed escrow and MVHA was paid \$1,874,161.51 in full payoff of the MV Loan, and the other subordinate loan from the County of Orange was also paid off through that escrow.

## DISCUSSION

After the escrow closed, JHC did not provide the City/MVHA with updates about or a timetable for the New Financing, and otherwise never contacted staff about the Project until Friday, July 8, 2016.

On July 8, a CMFA staff member sent an email with attachments to the City's Community Development Department to conduct a TEFRA hearing. And, this was the first communication about the New Financing since September 2015 and the first information from JHC or CMFA about actions that JHC/Developer had already taken relating to the issuance of the proposed Housing Bonds, its planned application for 4% tax credits and its resyndication of the Project. From online research, staff and special counsel learned that JHC/Developer had already selected CMFA to issue the Housing Bonds. As posted on the CMFA website, on June 3, 2016 the CMFA Board of Directors approved an "Initial Resolution of \$20,000,000 for Heritage Villas Apartments affordable multi-family housing facility located in the City of Mission Viejo, Orange County, California", which authorized CMFA to issue the

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<sup>2</sup> Post-dissolution and until full payoff on September 30, 2015, the MVHA was the beneficiary and holder of the MV Loan that was evidenced by an Agency Promissory Note ("Note") and secured by a subordinate Deed of Trust and Assignment of Rents both dated August 19, 1998.

Housing Bonds. Coincidentally, City staff had an upcoming meeting with JHC already scheduled on an unrelated matter, so the request for a TEFRA public hearing and the issuance of the Housing Bonds was discussed among JHC, City staff and counsel at that meeting. In separate consultations with the City Attorney and MVHA counsel, staff learned that the MVHA is also empowered under the HAL and other applicable laws to be the issuer of the subject Housing Bonds including payment of all of MVHA's costs, an issuance fee up to 1/4 of 1% (\$50,000) to MVHA, and annual fee of 1/8 of 1% (\$25,000/year) while the bonds are outstanding. However, due to the timing and actions already taken by CMFA and JHC/Developer, the bond issuance proceedings were well underway. Also, staff was informed by JHC/Developer that it is already undertaking its application to and approvals from the California Debt Limit Allocation Committee ("CDLAC") for a bond allocation, and will apply to the Tax Credit Allocation Committee ("TCAC") for an allocation of 4% Tax Credits, and, as noted, has already received approval for CMFA to be the issuer of the Housing Bonds. So while the MVHA could be the issuer and there are objective reasons why the MVHA may have wanted to be the issuer of the Housing Bonds, at this point staff does not desire or intend to impede the proceedings since the process already underway.

The proceeds of the Housing Bonds, when issued, will be expended for the acquisition and rehabilitation of the Project by the Developer/Borrower as required by the Tax Credit Regulations, CDLAC regulations, and other applicable laws. The law requires the Developer to complete a "substantial" rehabilitation of the Project in connection with and as a condition of the New Financing, so staff was disappointed that JHC had not previously contacted the City/MVHA about the proposed scope of rehabilitation before seeking CMFA's approval to issue the Housing Bonds. The existing Project is in our community and the City Council and staff would prefer to have input and provided comments and input about the scope of this substantial rehabilitation. However, apparently since there will be no new financial subsidy to the Project provided by MVHA or the City, JHC did not seek staff's feedback about the proposed scope of rehabilitation, but there may be opportunities for cooperative discussion among representatives of the City, MVHA and JHC about the actual capital improvements, additions and other work of substantial rehabilitation as JHC carries out the New Financing.<sup>3</sup> Further, the New Financing may require changes to the covenants in the Regulatory Agreement and instruments related to the AHA since, as noted by the CMFA staff report, the Housing Bonds require that all but the manager's unit(s) be restricted to senior households with incomes "no more than 40% to 60%" AMI.

## TEFRA HEARING

In order for all, or a portion of, the Bonds to qualify as tax-exempt bonds, the City must conduct the "TEFRA Hearing" providing residents, other community members and any

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<sup>3</sup> According to the CMFA staff report for its June 3, 2016 meeting found online, the "rehabilitation" of the Heritage Villa Project will include "updating the interior units as well as renovating the exterior of the buildings, along with a computer lab and community space with a kitchen and media area. The site also features a tot-lot [sic] as well as a barbeque pit and a laundry facility. The unit amenities will include central air and dishwasher. The units will be restricted to households with incomes no more than 40% to 60% of the area median income." JHC acknowledges the scope of rehabilitation had clerical errors and will be updated as there is not a "tot-lot" in this senior development.



interested persons the opportunity to speak in favor of, against or neutral to the issuance of, and the use of, tax-exempt bonds for the financing of the Project. Prior to a TEFRA Hearing, reasonable public notice must be provided; a Notice of Public Hearing was published in the *Saddleback Valley News* on August 5, 2016. Following the close of the TEFRA Hearing, an “applicable elected representative” (in this case, the City Council) of the governmental unit hosting the proposed Project must provide its approval of the issuance of the Housing Bonds for the financing of the Project.

The Housing Bonds to be issued by CMFA for the Project will be the sole responsibility of Heritage Villas Housing Partners, LP, and the City and MVHA will have no financial, legal, or ethical liability or responsibility for the Project or the repayment of the Housing Bonds for the financing of the Project. All financing documents with respect to the issuance of the Housing Bonds will contain clear disclaimers that the Housing Bonds are not, and shall never become, obligations of the City or the MVHA, the CMFA or the State of California, but are to be paid for solely from funds provided by Heritage Villas Housing Partners, LP as the Developer and Borrower.

### FINANCIAL IMPACT

There is no financial impact to the City or MVHA; as noted, neither the City nor MVHA is/are party to the underlying financing, neither are issuing the Housing Bonds, neither are obligated to repay the Housing Bonds, and neither are pledging or otherwise committing any of the City’s or MVHA’s revenues or other assets to secure repayment of the Housing Bonds. The Housing Bonds are payable solely from revenue received pursuant to the terms and provisions of certain financing agreements to be executed by Heritage Villas Housing Partners, LP as the Developer and Borrower. As a part of such financing documents, Heritage Villas Housing Partners, LP as the Developer and Borrower will agree to provide comprehensive indemnification of the CMFA and its members, including the City of Mission Viejo. And, City risk management and legal counsel will review the insurance and indemnification provisions to ensure such meet City policies and requirements.

### CALIFORNIA MUNICIPAL FINANCE AUTHORITY

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 240 municipalities have become members of CMFA.

According to CMFA, the JPA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

## JOINT EXERCISE OF POWERS AGREEMENT

In order for the CMFA to have the authority to serve as the issuer of the bonds for the Project, it is necessary for the City of Mission Viejo to become a member of the CMFA. Attachment 1 to the City Council Resolution is a copy of the Joint Exercise of Powers Agreement to be executed by the Mayor and attested by the City Clerk on behalf of the City.

CMFA partners with its member communities through a joint powers agreement entered into pursuant to Government Code Section 6500, *et seq.* In effect, the joint powers law authorizes public entities that share certain common governmental powers to exercise those powers jointly through an entity called a joint powers authority or JPA. The City of Mission Viejo is not currently a member of CMFA and in its July 8, 2016 email CMFA staff requested that the City Council hold the TEFRA Hearing but also requested the City Council to adopt a resolution approving the issuance of the Housing Bonds and authorizing the Mayor to execute and City Clerk to attest the JPA Agreement, which will cause the City to become a member of the JPA. Since CMFA and the City (and the MVHA) are each authorized to issue bonds for affordable housing public purposes, the joint powers agreement requested by CMFA would allow the City and CMFA to exercise that joint power.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement.

There are no costs associated with membership in the CMFA and the City (and MVHA) will in no way become exposed to any financial liability by reason of the City's membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA Hearing, adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the City or the City Council or MVHA with respect to the issuance of the Bonds will be required by CMFA.

The JPA Agreement expressly provides that any "Member" may withdraw from such agreement upon written notice to the CMFA Board of Directors. In the case of the proposed Housing Bonds for the Developer/Borrower, the City following its execution of the JPA Agreement, could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the CMFA Board of Directors.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation ("Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its Member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the City's General Fund. This grant may be used for any lawful purpose of the City. JHC will be the beneficiary of the CMFA's charitable donation through a 25% reduction in issuance fees.

## RECOMMENDATION

Staff recommends that the City Council:

- Conduct the TEFRA Hearing, accept and consider comments and any oral and written testimony, in favor, against or neutral, regarding the adoption of the City Council Resolution approving the issuance of the Housing Bonds by CMFA for the benefit of Heritage Villas Housing Partners, LP to provide for the financing of the Project; and
- Adopt the attached City Council Resolution in favor of, and authorizing, CMFA's issuance of the Bonds, and authorizing the Mayor or his authorized designee and the City Clerk or her designee to execute and attest, respectively, the JPA Agreement with the CMFA.

Attachment: City Council Resolution

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT WITH THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS BY THE CMFA TO FINANCE THE ACQUISITION AND REHABILITATION OF THAT CERTAIN EXISTING 143-UNIT SENIOR MULTI-FAMILY RENTAL HOUSING PROJECT FOR THE BENEFIT OF THE DEVELOPER AND BORROWER, HERITAGE VILLAS HOUSING PARTNERS, LP, AND MAKING CERTAIN OTHER FINDINGS RELATED THERETO**

**WHEREAS**, pursuant to Chapter 5 of Division 7 of Title 1, Section 6500, *et seq.* of the Government Code of the State of California (“JPA Act”), certain public agencies (“Members” and each a “Member”) have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (“JPA Agreement”) in order to form the California Municipal Finance Authority (“CMFA”), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

**WHEREAS**, the City of Mission Viejo is a California municipal corporation and general law city (“City”); and

**WHEREAS**, the City desires and by this Resolution determines it is in the public interest and for the public benefit that the City become a Member of the CMFA in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the CMFA; and

**WHEREAS**, there is now before this City Council of the City of Mission Viejo (“City Council”) the form of the JPA Agreement (Attachment 1); and

**WHEREAS**, the JPA Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

**WHEREAS**, the CMFA is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction of capital projects, including without limitation the issuance of multi-family housing revenue bonds; and

**WHEREAS**, Heritage Villas Housing Partners, LP, a California limited partnership (“Developer” and “Borrower” herein) has requested that the CMFA issue and sell certain multi-family housing revenue bonds (“Housing Bonds”) in the maximum principal amount of Twenty Million Dollars (\$20,000,000) for the purpose of making a loan to the Borrower, to enable the Borrower to finance or refinance the costs of the acquisition, substantial rehabilitation and improvement of an existing 143-unit senior affordable senior housing development located at 26836 Oso Parkway in the City (“Project”); and

**WHEREAS**, the federal Tax Equity and Fiscal Responsibility Act (“TEFRA”), Section 147(f) of the Internal Revenue Code of 1986, as amended (“IRS Code”), requires

that a TEFRA hearing be duly noticed and held in connection with approval of the subject Housing Bonds and in order for the interest on such bonds be tax-exempt; and

**WHEREAS**, a TEFRA hearing is to be conducted by the “applicable elected representative” of the governmental unit in the geographic jurisdiction where the Project is located that is to be financed with the proceeds of the Housing Bonds, and CMFA has determined that this City Council is the “applicable elected representative” for purposes of holding the TEFRA hearing; and

**WHEREAS**, the CMFA has requested that the City Council approve the issuance of the Housing Bonds by the CMFA in order to satisfy the public approval requirement of Section 147(f) of the Code and, the requirements of Section 4 of the JPA Agreement; and

**WHEREAS**, legal notice of such TEFRA public hearing has been duly given as required by the IRS Code, and this City Council has held the TEFRA hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project, including testimony or information in favor, against or neutral, and the CMFA’s issuance of the Housing Bonds; and

**WHEREAS**, it is in the public interest and for the public benefit that the City Council approve the issuance of the Housing Bonds by the CMFA for such public purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, AS FOLLOWS:**

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The JPA Agreement, Attachment 1 to this Resolution, is approved and the Mayor or his authorized designee is authorized and directed to execute said contract, and the City Clerk or her authorized designee is hereby authorized and directed to attest thereto.

Section 3. The City Council approves the issuance of the Housing Bonds by the CMFA. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Housing Bonds (a) by the “applicable elected representative” of the governmental unit having jurisdiction over the area in which the Project is located in accordance with Section 147(f) of the IRS Code and (b) by the City Council in accordance with Section 4 of the JPA Agreement.

Section 4. The issuance of the Housing Bonds shall be subject to the approval of the CMFA of all financing documents relating thereto to which the CMFA is a party. The City of Mission Viejo shall have no responsibility or liability, financially, legally, ethically or otherwise, whatsoever with respect to the Housing Bonds. The City does not warrant the creditworthiness of the Housing Bonds or guarantee, in any way, the payment of the Housing Bonds. No moneys of the City will be pledged or applied to the repayment of the Housing Bonds.

Section 5. The adoption of this Resolution shall not obligate the City, or any department of the City, or any other governmental entity formed or governed by the City, including without limitation the Mission Viejo Housing Authority, to: (i) provide any financing to acquire, rehabilitate or complete the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any land use or planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds or in kind consideration whatsoever to the CMFA; or (iv) take any further action with respect to the CMFA or its membership therein.

Section 6. The Mayor, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the issuance of the transactions herein authorized.

Section 7. The City Clerk shall forward a certified copy of this Resolution and an originally executed JPA Agreement to the CMFA in care of its counsel:

Ronald E. Lee, Esq.  
Jones Hall, APLC  
475 Sansome Street, Suite 1700  
San Francisco, CA 94111

Section 8. This Resolution shall take effect immediately upon its adoption; and the City Clerk shall certify to its adoption.

**PASSED** and **ADOPTED** by the City Council of the City of Mission Viejo at a regular meeting of the City Council held on the 23<sup>rd</sup> day of August 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Frank Ury, Mayor

ATTEST:

---

Karen Hamman, City Clerk

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

I, Karen Hamman, City Clerk of the City of Mission Viejo, hereby certifies that the foregoing resolution was duly adopted by the City Council at a regular meeting held on the 23<sup>rd</sup> day of August 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Karen Hamman, City Clerk

(SEAL)

**ATTACHMENT 1**  
**CMFA JPA AGREEMENT**  
(attached)



## Elaine Lister

---

**From:** Elaine Lister  
**Sent:** Wednesday, August 03, 2016 5:38 PM  
**To:** Dennis Wilberg; CSBRADY@SYCR.com; Bill Curley  
**Subject:** Fwd: Heritage Villas TEFRA Hearing  
**Attachments:** Narrative Description of Project.pdf; ATT00001.htm; Heritage SOW\_8.1.16\_NC.pdf; ATT00002.htm

Please see below re the requested follow up information.

Sent from my iPhone

Begin forwarded message:

**From:** Tish Kelly <[tkelly@jamboreehousing.com](mailto:tkelly@jamboreehousing.com)>  
**Date:** August 3, 2016 at 5:30:11 PM PDT  
**To:** Elaine Lister <[elister@cityofmissionviejo.org](mailto:elister@cityofmissionviejo.org)>  
**Cc:** John Okura <[jokura@jamboreehousing.com](mailto:jokura@jamboreehousing.com)>, Sandra Viramontes <[sviramontes@jamboreehousing.com](mailto:sviramontes@jamboreehousing.com)>  
**Subject:** RE: Heritage Villas TEFRA Hearing

Hi Elaine,

Thank you for following up with me. Attached is a narrative on the project.

Please note that NO CITY FUNDS will be encumbered. This TEFRA process approves the use of tax exempt bonds in your district awarded by the California Debt Limit Allocation Committee. It does not use or request city money. There was comment regarding a council member denying TEFRA approval because this is an affordable housing project. I gathered that you understood the unreasonable nature of this position, but just to reiterate, the project is an existing affordable housing senior project. Whether or not the TEFRA is approved, the affordability requirements are in place for another 40 years so the project will not go away. The difference is, by moving forward with this project, we can address the litany of ADA and accessibility concerns that diminish the safety and mobility of our residents.

Because you requested a breakout of the ADA/Accessibility issues, I am attaching a very preliminary DRAFT scope of work that addresses the wide expanse of ADA/Accessibility issues along with the general rehab scope. Please note that this scope is very preliminary and will be further refined as the project progresses. Some items are infeasible and will later be removed while other components will remain on the list. Please let me know what additional information you need regarding the scope and process.

### **Tish Kelly**

*Senior Project Manager*

Jamboree

17701 Cowan Ave., Suite 200

Irvine, CA 92614-6840

Main: (949) 263-8676, ext. X160

Direct: (949) 214-2360

Fax: (949) 214-2399

Email: [tkelly@jamboreehousing.com](mailto:tkelly@jamboreehousing.com)

[www.jamboreehousing.com](http://www.jamboreehousing.com)

# HERITAGE VILLAS

## NARRATIVE DESCRIPTION OF PROJECT

Heritage Villas is a 143 unit senior community located in Mission Viejo, CA. The project is comprised of five 3 and 4 story elevator served buildings consisting of 128 one-bedroom units and 15 two-bedroom units. The site is approximately 4.8 acres and is slightly sloped. The unit rents are restricted to households earning between 40% and 60% of the area median income. Of the 143 units, 2 units are dedicated to onsite management.

Onsite amenities available at no cost to the residents include a community kitchen, library, computer center, community lounge, pool, management offices, laundry rooms, surveillance camera security, and community gathering space where onsite supportive services, such as yoga, are programed. 142 surface parking spaces are available to the residents.

Unit amenities include central air, upgraded kitchens and countertops, window blinds, plush carpeting, walk-in closets, balcony/patio, frost free refrigerator, range, dishwasher, and garbage disposal.

The site is located within in a mixed-use neighborhood in the city of Mission Viejo. All major shopping, schools, and recreational amenities are located within a short distance of the Subject. Access to groceries, pharmacy and shopping is convenient, and within reasonable walking distance.

The proposed project is the resyndication of a Year 15 asset that was acquired by Jamboree Housing Corporation from both the LP investor and the Co-General Partner in 2015. This asset transfer was approved by TCAC late last year and this application is to finance the recapitalization of the asset to ensure the ongoing economic viability of the project throughout the 15 year TCAC credit period.

As an existing affordable asset, Jamboree intends to maintain the existing affordability. Based on last year's welfare exemption filing, there should be no permanent relocation of any household. We are working with Icon Builders to develop a scope of work and phasing plan that will have residents minimally impacted by the work and out of their unit only during the day (8am-5pm) on 3-4 occasions. This scope of work was similarly done by Icon at another Jamboree project in Huntington Beach, so we are confident that they can accomplish similar levels of productivity at Heritage Villas.

Heritage Villas will be structured as a private placement bond deal that will utilize tax exempt bond proceeds in conjunction with 4% tax credits. These capital sources will finance a rehabilitation that will address a wide scope of deferred maintenance issues as well as ADA shortcomings onsite. As a senior project, it is particularly important to address the ADA issues onsite to ensure the long term safety of our residents going forward. The HVAC systems in all units will be replaced, as will cabinets/counters in kitchens and bathrooms, floor coverings, window coverings, and all the units will be freshly repainted. Looking at renewable technologies, we will add solar hot water collectors to preheat the water for all three boilers, reducing the gas consumption to provide for the project hot water demands.

Construction is slated to start December 2016 and complete in November 2017.



**Jamboree**

**BASIS** Architecture & Consulting

Preliminary Scope of Work Synopsis  
**Heritage Villas Senior Apartments**  
 Proposed Rehabilitation Synopsis  
 August 1 2016

V2.0 (Revisions shown this color)

Section 504 does apply to project

Some costs may be higher than those for same line item in CNA due to difference between discretionary budget and immediate Concept costs estimated based on initial due diligence criteria and are therefore limited in accuracy.

Contractor overhead and profit for individual line items included. General contractors O&P not included for project. Developers contingency provided outside this analysis.

All quantities estimated, subject to refinement via plan take-offs and measuring.

Item	Quantity	Unit	Comments/Locations
<b>Mechanical/Electrical Items</b>			
<b>COMMON AREA MEP</b>			
Common Area Lighting - Interiors	1	LS	Replace all interior common area lighting with new LED, high dispersion for improved distribution.
Common Area HVAC	3	Ea	Replace DX condensers for common areas. 14 SEER or better. NOTE: R22 coils at FAUs may require replacement or retrofit at added cost.
Domestic Hot Water Boilers	2	Ea	Replace 499KBTU boilers with 94% or better high efficiency units. Include replacement of all accessories and local plumbing.
Recirculation Pumps	7	Ea	Replace all recirculation pumps. Carefully size for proper in-pipe velocity to prevent excess wear on plumbing.
Laundry Boilers	2	Ea	Replace 136-186KBTU water heaters for laundry. High efficiency.
Cold Water Plumbing	158	LF	Replace faulty domestic cold water plumbing. Engineering to include failure mode analysis and re-design as needed. Costs and quantity from PNA.
MEP for new Unisex Restroom	1	Allow	Utilize existing utility stubs for new restroom in location of existing non-conforming restroom at lease office. Will need to adjust vertical chases and plumbing runs as needed.
MEP for new Computer Area	1	Allow	Add signal and power wiring for computer installations.
MEP for new Exercise Room	1	Allow	Mechanical ventilation to exterior per code for new exercise room. Heating and cooling as well. Revise electrical wiring and add lighting to provide required lighting and convenience outlets.
MEP for new Service Office	1	Allow	Modify heating and cooling to provide new supply and return to office. Revise electrical wiring and add lighting to provide required lighting and convenience outlets.
<b>UNIT MEP</b>			
Unit Angle Stops	760	Ea	Replace all.
Unit Plumbing Fixtures - Bathrooms	158	Ea	Replace all with water sense toilets, shower heads, top set vanity lavatories or wall hung at accessible units. New shower valves with anti-scald.
Unit Plumbing Fixtures - Kitchens	143	Ea	Replace all with water sense kitchen sink faucets. Replace disposals.
Unit Ventilation-Bath Fans	158	Ea	Replace all bath and toilet room fans with humidistat controlled, constant running two speed Estar units. Includes radiant damper for one hour floor/ceiling locations.
Microwave/Hood Vents/Exterior Venting	143	Ea	In order to mitigate excessive cooking odors in corridors, provide new 6" vent ducts to exterior via vertical or horizontal runs. Install Estar range hoods.
Unit HVAC	143	Ea	Replace with high efficiency condensers only. NOTE: R22 coils at FAUs may require replacement or retrofit at added cost.
Unit Lighting	143	Units	LED replacements at all unit locations where feasible. Replace all dining room fan/lights with Estar.
GFCI Outlets	572	Ea	New GFI convenience outlets at all "wet" locations.
<b>Unit Interiors</b>			
Carpeting	143	Units	Flooring per Jamboree specification.
Vinyl Flooring - Vinyl Plank	143	Units	Replace all sheet vinyl with new vinyl plank and resilient base. All areas except kitchen and dining. Use Jamboree spec sound attenuating underlayment.
Tub/Showers or Showers	15	Ea	Fully accessible at accessible units. Add or maintain code conforming fire rated drywall at partywall locations.
Dishwashers	143	Ea	Replace all, Estar



**Jamboree**

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Item	Quantity	Unit	Comments/Locations
<b>Site Plan Items</b>			
Pedestrian Paving	1200	SF	Repairs to out of plane pedestrian paving to mitigate trip hazards.
Pool/Spa Heaters	2	Ea	Replace with high efficiency type.
Site Lighting	1	Allow	Replace site lights or retrofit with LED based on new design with photometric.
<b>Building Exterior Items</b>			
Deck Coating - Common Areas	1,616	SF	Recoat all common area elevated deck areas with new non-slip waterproofing membrane. Westcoat Maccoat or similar.
Storefronts/Ventilation for Common Area	2	Ea	Replace two three panel storefront windows at basement level with operable windows, casement recommended.
<b>Common Area</b>			
Common Area Paint	1	Allow	Repaint common areas. Includes full preparation including minor drywall repairs as needed. Paint all ceiling grids.
Ceilings	80	CSF	Replace all with upgraded 2x2 pattern appearance tile.
Flooring/Base - Replace VCT	1,800	SF	Replace VCT in common areas at basement level-community room.
Flooring/Base - Replace VCT with Vinyl Plank	1,800	SF	Upgrade flooring with vinyl plank in lieu of VCT. Cost of upgrade should be combined with carpet replacement above. Reduces reserve requirements.
Flooring/Base - Replace Carpet	14,400	SF	Replace common area carpet with commercial carpet tile.
Flooring/Base - Replace Carpet with Vinyl Plank	14,400	SF	New vinyl plank in common areas to improve appearance and provide easily maintainable surface in lieu of carpet tile. Added cost of plank top upgrade.
Relocate Supportive Series Office (from Lounge) to Reception Area	1	Allow	Demolish existing reception desk. Add new private office in area for provision of tenant services.
Community Kitchen	1	Allow	Rated walls and glazing required due to adjunct of primary circulation areas and lobby. Redesign community kitchen for reduced footprint and accessibility to better fit community room.
Computers Area Mezzanine	1	Allow	Add accessible counter for workstations at upper circulation area. Maintain required egress widths.
Reuse Lounge/Office Space - Use as Library	1	Allow	Add shelving for books and magazines and otherwise redecorate room for new use as library.
Infill Floor over Reception Area for Exercise	1	Allow	Add floor framing and related structure to infill floor over reception (to be service office) and lobby area where presently open. Add walls to create new exercise room. Floor infill to be soundproofed as feasible to mitigate structural and airborne sound transmission to spaces below. Rated walls and glazing required due to adjacency of primary circulation areas and lobby.
Basement Restrooms - Remodel	2	Ea	Replace all fixtures and finishes. Include floor drains. Redesign for full accessibility. Includes minor relocation of existing MEP.
ADA Restroom at Lease Office - Convert to Unisex Accessible Elevator Cab Floors and Interiors	1	Allow	Reconfigure existing lease office restroom for access to corridor and full accessibility. All new finishes and fixtures, reconfigured walls and new rated door.
	3	Ea	Replace interiors and lighting in cabs. Accelerate replacement to reduce reserve needs.





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Item	Quantity	Unit	Comments/Locations
<b>Elevator Accessibility</b>			
Inspection	3	Ea	Replace panel in conjunction with new elevator interior.
Controls			Operations item, not in project.
Emergency Stop			Replace panel in conjunction with new elevator interior.
Accessible Units per CBC 11B	15	Units	Remodel 15 units selected in vertical stacks to achieve full compliance in each. Reconfigure kitchen and bathrooms including architectural alterations and MEP.
Door Bells			Relocate
Peepholes			Add 1 more lower
Door Heights			Impractical use of funds to replace all doors and frames. <b>Include in waiver request.</b>
Door Hardware			Replace all hardware with conforming.
Sliding Doors			Add
Electrical			Operations item, no cost.
Kitchen			New design to remedy.
Toilet			New design to remedy.
Toilet			New design to remedy.
Restrooms			New design to remedy.
Bath Tub			New design to remedy.
Bath Tub			New design to remedy.
Restrooms			New design to remedy.
RR Cabinets			New design to remedy.
Balcony			New design to remedy.
Balcony			New design to remedy.
Signage			New design to remedy.
Door Bells			New design to remedy.
Door Hardware			New design to remedy.
Door			New design to remedy.
Electrical			Infeasible to provide balcony turning space and access. <b>Include in waiver request.</b>
Kitchen countertops			Infeasible to provide balcony turning space and access. <b>Include in waiver request.</b>
Kitchen			All room ID to be replaced.
Restrooms			Relocate
Bath Tub			Relocate
Showers			Replace
Plumbing			New design to remedy.
Towel Bars			New design to remedy.
Mirrors			New design to remedy.
			Add 1 extra
			New design to remedy.

Add/All Items	Quantity	Unit	Comments/Locations
Landscape	1	Allow	Replace landscape for updated appearance and low water use. Design/build, sub-contractor to provide layout as submittal for approval and obtain permits.
Deck Coating - Unit Balconies	3.900	SF	Reccoat all unit balconies with new waterproofing membrane, Westicoat Maccoat or similar.



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Item	Quantity	Unit	Comments/Locations
Stucco Coating-Integral Color	62.400	SF	Apply new acrylic textured topcoat to all stucco. This upgrade will provide integral color, reduced porosity and will cover the extensive stucco repair areas that would otherwise be visible while protecting against new cracks and damage.



V2.0 (Revisions shown this color)

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Item	Quantity	Unit	Comments/Locations
<b>Accessibility</b>			
Site Accessibility	1	Allow	Site work to include all accessibility improvements for new conforming path of travel, parking spaces and aisles, regrading for conforming slopes, path of travel and signage. Cost estimate includes remedy of all items listed below. Actual requirement due to unit conversions is 16 total stalls: one for each accessible unit and one for lease office.
Parking			Required 13 stalls, 2-public parking, 3 accessible
Parking			Striping not to Centerline
Parking			Detectable warnings missing at access aisles
Parking			Signage pole missing "Min. Fine..." Van signage
Path of Travel			Parking slopes at stalls
Path of Travel			Wheel Stops
Path of Travel			Curb Ramps
Path of Travel			Accessibility Exterior sidewalks, slopes
Handrails			Abrasive surface adjacent
Pool Area			Level landing at Gate exit
Pool Area			Ext. Need accessible seating at tables
Pool Area			Controls & spray & floor slope needs to be checked
Common Area Accessibility	1	Allow	Grind To be performed as part of operations. Reconfigure or replace equipment. FFE item, not in project.
Doors			Adjust to less than five pounds. Operations, no cost.
Door Hardware			Replace all non conforming with conforming hardware.
Stairs			Add contrasting striping
Stairs			Add cane detection
Fire Riser			Add cane detection
Vending Machines			No cost as vendor to replace.
Laundry			To be performed as part of operations.
Signage	1	Allow	Replace all unit ID, room ID, elevator floor tags and interior signage with new graphics package that is also fully compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Signage			Replace with compliant.
Trash Chutes			Trash room lacks required maneuvering clearance. Infeasible to alter due to constrained spaces and fire rated assemblies. <b>Include in waiver request.</b>



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 contingency provided outside this analysis.  
 All quantities estimated, subject to refinement via plan take-offs and measuring.

Item	Quantity	Unit	Comments/Locations
Refrigerators	143	Ea	Replace with Estar. 12.5 cubic feet typical. ADA at accessible units.
Ranges	143	Ea	Replace all; ADA at accessible units.
Unit Paint and Drywall	143	Units	Minor repairs as needed and paint all surfaces including doors.
Bathroom Accessories	158	Ea	New towel bars, mirrors, medicine cabinets and dispenser.
Cabinets	143	Units	Replace all, reconfigure for improved layout at typical units and fully accessible accessible units. Plastic laminate, with stainless steel sink. Reconfigure for seating at counter, eliminate built in table.
Countertop	143	Units	Added cost to upgrade plastic laminate to solid surface for reduced reserve needs.
Countertop - Solid Surface Upgrade	143	Units	Estar hoods.
Range Hoods	143	Ea	Added cost for microwave hoods in lieu of hoods.
Range Hoods - Microwave upgrade	143	Ea	Refinish shower stalls to remain (typical units) with chemical bonding material.
Shower Stalls	128	Ea	





# AGENDA REPORT

**Meeting Date**

August 23, 2016

**Prepared By:** Jennifer Wilson, Senior Executive Assistant

**Submitted By:** Dennis Wilberg, City Manager

## Agenda Title

Council Member Reports of Events and Activities Attended

## Recommended Action

Receive reports.

## Executive Summary

AB 1234, the State law regarding expense reimbursements, requires regular reporting in a public meeting of activities and events attended by members of City legislative bodies. The law requires such reports be made at the next regular meeting following attendance at the event. (Government Code Section 53232.3(d).)

Following are brief written reports of events attended by Council members at City expense since the last City Council meeting, as taken from Councilmember calendars. Council members may wish to elaborate or add additional information at the meeting.

## Fiscal Impact:

**Amount Requested** \$ n/a

**Sufficient Budgeted Funds Available?:** (If no, see attached fiscal analysis)

**Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#**

## Previous Relevant Council Actions for This Item

n/a

## Attachments

Reports of Events and Activities Attended



# AB 1234 Mileage Report Frank Ury 07/13/16 - 08/23/16

Account Code **1192/101-101-7740**

Rate Per Mile **\$0.540**

Total Mileage **111.2**

Total Reimbursement **\$60.05**

Date	Event	Destination	Purpose	Mileage	Reimbursement
7/29/2016	Interview w/Saddleback College TV Class "The Shoot"	Child Center Bldg, Saddleback College	To support and participate as a city official.	13.4	\$7.24
7/30/2016	Symphony in the Cities/Prelude in the Park	Village Green/Oso Viejo Community Park	To support and participate as a city official.	6.6	\$3.56
8/4/2016	OCBC 2016 Economic Development Forum - \$75	Hotel Irvine, 17900 Jamboree Road, Irvine	To support and participate as a city official.	31.4	\$16.96
8/6/2016	City's "Annual Campout"	Beebe Park, MV	To support and participate as a city official.	4.6	\$2.48
8/9/2016	Congresswoman Mimi Walters' 2nd Annual Local Elected Officials Breakfast	Irvine City Hall, Conference Center, 1 Civic Center Plaza, Irvine	To support and participate as a city official.	32.8	\$17.71
8/16/2016	CalAtlantic Homes "Skyridge" Grand Opening Ceremony	Skyridge Homes, El Toro	To support and participate as a city official.	10.2	\$5.51
8/17/2016	ACC-OC Board of Directors Strategic Planning Meeting	Dove Canyon Country Club - 22682 Golf Club Dr, Trabuco Canyon	To support and participate as a city official.	12.2	\$6.59
				<b>111.2</b>	<b>\$60.05</b>

**City of Mission Viejo City Council Policy No. 0100-3:** City officials must submit their expense reports for all expenses incurred except personal automobile mileage within 30 days of an expense being incurred, accompanied by receipts documenting each expense. For personal automobile mileage reimbursement requests, City officials must submit a monthly request for reimbursement by the last day of the month following the end of the month that the mileage was incurred.

As an example, mileage incurred in the month of January must be submitted for reimbursement no later than the last day of February. The approving authority may accept expense reports submitted up to 30 days later than the above timeframes. All expense reports submitted more than 30 days later than the above deadlines must be approved by the City Council. Expense reports submitted later than the timeframes prescribed above may result in the expense being borne by the city official.

**Claimant Approval**



## AB 1234 Mileage Report Wendy Bucknum 07/13/16 - 08/23/16

Account Code **3236/101-101-7746**

Rate Per Mile **\$0.540**

Total Mileage **206**

Total Reimbursement **\$111.24**

Date	Event	Destination	Purpose	Mileage	Reimbursement
7/17/2016	Shakespeare's "Cymbeline" Performance	Saddleback College, 28000 Marguerite Pkwy, MV	To support and participate as a city official.	10.4	\$5.62
7/19/2016	Chamber Ribbon Cutting at The Shirt Cannery	25270 Marguerite Parkway, MV	To support and participate as a city official.	3.4	\$1.84
7/20/2016	OCBC "New Skills at Work Forum"	Irvine Valley College, Performing Arts Center, 5500 Irvine Center Drive, Irvine	To support and participate as a city official.	22.6	\$12.20
7/21/2016	OCFair Community Flag Salute "Mission Viejo Day"	OC Fairgrounds, Costa Mesa	To support and participate as a city official.	33.6	\$18.14
7/22/2016	South OC Economic Coalition "Monthly General Membership Meeting" w/Dr. Tod Burnett & Superintendent Kirsten Vital	OCAR, 25552 La Paz Road, Laguna Hills	To support and participate as a city official.	5.4	\$2.92
7/24/2016	Marine Adoption Committee "Boots, Beer, & BBQ Fundraiser for USMC"	NPM Center, 24932 Veterans Way, MV	To support and participate as a city official.	4.4	\$2.38
7/30/2016	Symphony in the Cities/Prelude in the Park	Village Green/Oso Viejo Community Park	To support and participate as a city official.	4.4	\$2.38
8/4/2016	OCBC 2016 Economic Development Forum	Hotel Irvine, 17900 Jamboree Road, Irvine	To support and participate as a city official.	26.4	\$14.26
8/6/2016	City's "Annual Campout"	Beebe Park, MV	To support and participate as a city official.	5.6	\$3.02
8/9/2016	Congresswoman Mimi Walter's 2nd Annual Local Elected Officials Breakfast	Irvine City Hall, Conference Center, 1 Civic Center Plaza, Irvine	To support and participate as a city official.	27.8	\$15.01
8/10/2016	City's Wall of Recognition Reception	NPM Center, 24932 Veterans Way, MV	To support and participate as a city official.	4.4	\$2.38
8/10/2016	CUSD Board Meeting	CUSD, Educational Center Board Room, 33122 Valle Rd., SJC	To support and participate as a city official.	24.6	\$13.28
8/13/2016	Ribbon Cutting and VIP Luncheon for La Pata Gap Connector	Prima Deshecha Landfill, 32250 La Pata Ave, SJC	To support and participate as a city official.	21.6	\$11.66
8/16/2016	CalAtlantic Homes "Skyridge" Grand Opening Ceremony	Skyridge Homes, El Toro	To support and participate as a city official.	11.4	\$6.16
				<b>206</b>	<b>\$111.24</b>

**City of Mission Viejo City Council Policy No. 0100-3:** City officials must submit their expense reports for all expenses incurred except personal automobile mileage within 30 days of an expense being incurred, accompanied by receipts documenting each expense. For personal automobile mileage reimbursement requests, City officials must submit a monthly request for reimbursement by the last day of the month following the end of the month that the mileage was incurred.

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**Claimant Approval**



## AB 1234 Mileage Report Greg Rath 07/13/16 - 08/23/16

Account Code **3190/101-101-7745**

Rate Per Mile **\$0.540**

Total Mileage **80.2**

Total Reimbursement **\$43.31**

Date	Event	Destination	Purpose	Mileage	Reimbursement
7/21/2016	Ribbon Cutting at PLAYlive Nation	27682 Santa Margarita Parkway (across from Trabuco Hills High School)	To support and participate as a city official.	13	\$7.02
7/21/2016	Union Market MV Ribbon Cutting during July Mixer	Kaleidoscope, 27741 Crown Valley Parkway	To support and participate as a city official.	4.6	\$2.48
7/22/2016	South OC Economic Coalition "Monthly General Membership Meeting" w/Dr. Tod Burnett & Superintendent Kirsten Vital	OCAR, 25552 La Paz Road, Laguna Hills	To support and participate as a city official.	6.6	\$3.56
7/24/2016	Eagle Scout Ceremony for Reisch, Sakach, Flores, & Dyke	Santiago de Compostela Catholic Church Parish Hall, 21682 Lake Forest Drive, Lake Forest	To support and participate as a city official.	12.8	\$6.91
7/24/2016	Marine Adoption Committee "Boots, Beer, & BBQ Fundraiser for USMC"	NPM Center, 24932 Veterans Way, MV	To support and participate as a city official.	4.6	\$2.48
8/10/2016	City's Wall of Recognition Reception	NPM Center, 24932 Veterans Way, MV	To support and participate as a city official.	4.6	\$2.48
8/13/2016	Ribbon Cutting and VIP Luncheon for La Pata Gap Connector	Prima Deshecha Landfill, 32250 La Pata Ave, SJC	To support and participate as a city official.	17.2	\$9.29
8/16/2016	CalAtlantic Homes "Skyridge" Grand Opening Ceremony	Skyridge Homes, El Toro	To support and participate as a city official.	16.8	\$9.07
				<b>80.2</b>	<b>\$43.31</b>

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\_\_\_\_\_  
Claimant Approval





## AB 1234 Mileage Report Ed Sachs 07/13/16 - 08/23/16

Account Code **3235/101-101-7744**

Rate Per Mile **\$0.540**

Total Mileage **188**

Total Reimbursement **\$101.52**

Date	Event	Destination	Purpose	Mileage	Reimbursement
7/13/2016	OCFA Budget & Finance Committee Meeting	OCFA, 1 Fire Authority Rd., Irvine	To support and participate as a board member on behalf of the city.	35	\$18.90
7/21/2016	OCFair Community Flag Salute "Mission Viejo Day"	OC Fairgrounds, Costa Mesa	To support and participate as a city official.	38.6	\$20.84
7/24/2016	Marine Adoption Committee "Boots, Beer, & BBQ Fundraiser for USMC"	NPM Center, MV	To support and participate as a city official.	4.4	\$2.38
7/28/2016	OCFA Board of Directors Meeting	OCFA, 1 Fire Authority Rd., Irvine	To support and participate as a board member on behalf of the city.	35	\$18.90
7/30/2016	Symphony in the Cities/Prelude in the Park	Village Green/Oso Viejo Community Park	To support and participate as a city official.	4.4	\$2.38
8/4/2016	OCBC 2016 Economic Development Forum	Hotel Irvine, 17900 Jamboree Road, Irvine	To support and participate as a board member on behalf of the city.	31.2	\$16.85
8/10/2016	OCFA Budget & Finance Committee Meeting	OCFA, 1 Fire Authority Rd., Irvine	To support and participate as a board member on behalf of the city.	35	\$18.90
8/10/2016	City's Wall of Recognition Reception	NPM Center, MV	To support and participate as a city official.	4.4	\$2.38
				<b>188</b>	<b>\$101.52</b>

**City of Mission Viejo City Council Policy No. 0100-3:** City officials must submit their expense reports for all expenses incurred except personal automobile mileage within 30 days of an expense being incurred, accompanied by receipts documenting each expense. For personal automobile mileage reimbursement requests, City officials must submit a monthly request for reimbursement by the last day of the month following the end of the month that the mileage was incurred.

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**Claimant Approval**



# AB 1234 Mileage Report

## Cathy Schlicht 07/13/16 - 08/23/16

Account Code **101-101-7741**

Rate Per Mile **\$0.540**

Total Mileage **0**

Total Reimbursement **\$0.00**

Date	Event	Destination	Purpose	Mileage	Reimbursement
n/a	No events to report at this time.	n/a	n/a		
				0	\$0.00
				<b>0</b>	<b>\$0.00</b>

**City of Mission Viejo City Council Policy No. 0100-3:** City officials must submit their expense reports for all expenses incurred except personal automobile mileage within 30 days of an expense being incurred, accompanied by receipts documenting each expense. For personal automobile mileage reimbursement requests, City officials must submit a monthly request for reimbursement by the last day of the month following the end of the month that the mileage was incurred.

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\_\_\_\_\_  
**Claimant Approval**



# City of Mission Viejo

## Agenda Report to City Council

**Council Meeting Date:** August 23, 2016

**City Council Member:** Cathy Schlicht

**Agenda Title:** A report to the Citizens of Mission Viejo on the Kosmont Report: The Retail and Market Strategy with potential for infilling commercial properties with mixed-use development including residential.

**Recommended Action:** Receive and File

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### Discussion:

At the January 16, 2015 Budget Workshop, the city council ranked Economic Development as the top priority. (Exhibit 1)

On July 6, 2015, the city council learned that on March 25, 2015, at the direction of the Economic Development Committee, the city entered into an agreement with Kosmont & Associates for economic development advisory services in the amount of \$30,000. (Exhibit 2)

Consequently, this Kosmont Retail Market and Strategy Report dated June 2015 identified 13 Opportunity Sites. Many of these Opportunity Sites include a recommendation for Mixed-Use Development including Residential. (Exhibit 3)

These 13 Opportunity Sites are:

Opportunity Site # 1	Mission Viejo Village Plaza
Opportunity Site # 2	Mission Viejo Garden Plaza
Opportunity Site # 3	Community Center Hospitality
Opportunity Site # 4	Trabuco Rd & Marguerite
Opportunity Site # 5	Former Unisys Site - Jeronimo Rd
Opportunity Site # 6	Gateway Shopping Center
Opportunity Site # 7	Target Center - Alicia Parkway
Opportunity Site # 8	Mission Viejo Freeway Center
Opportunity Site # 9	Puerta Real & Crown Valley Pkwy
Opportunity Site # 10	Shops at Mission Viejo
Opportunity Site # 11	Renew Apartments - Marguerite Pkwy
Opportunity Site # 12	Burlington Coat Factory
Opportunity Site # 13	Estanciero Dr & Marguerite Pkwy

(Exhibit 4)

CC-001C

Several of the 13 Opportunity Sites are within the Mission Viejo Civic Core Area.

These Civic Core Opportunity Sites include opportunities for mixed-use development with residential and a hotel. (Exhibit 5)

Also on July 6, 2015, the council voted to approve a new July 1, 2015 Agreement with Kosmont Companies from July 7, 2015 to June 30, 2016 in an amount not to exceed \$40,000 for economic development implementation for up to three city directed Opportunity Sites. (Exhibit 6)

On August 25, 2015, the city council confirmed the Economic Development Committee's prioritization of 13 Opportunity Sites identified in Kosmont's June 2015 Retail Market Analysis and Strategy as follows:

PRIORITY #1 - Opportunity Sites 1, 2, 3, 5, 13 as well as the Eaves by Avalon apartment complex on Marguerite Parkway at Via Floreecer; and south to Oso parkway, also including La Paz Road to the freeway; and

PRIORITY #2 - all remaining sites identified in Kosmont Opportunity Site Overview. Revitalization of these sites will be developer driven;

Prepare RFP for Specific Plan for Civic Core; and

Concur with Economic Development Committee on input and direction regarding policy question including openness to allowing mixed use development including housing in the priority sites, zoning incentives, increased density, financial incentives and streamlined EIR review. (Exhibit 7)

Opportunity Sites identified for potential for Mixed Use Development including Residential are:

Opportunity Site # 1 - Mission Viejo Village Plaza - Corner of Marguerite and La Paz across from Civic Center

Opportunity Site # 2 - Mission Viejo Garden Plaza - Corner of Marguerite and La Paz across from Arco

Opportunity Site # 5 - Old Unisys Site on Jeronimo Road - currently RV Storage Depot

Opportunity Site # 7 - Target Center on Alicia Parkway at the I-5 Freeway

On April 12, 2016, with a 3-2 vote, Councilmembers Rath and Schlicht voting No, the council approved Resolution 16-12 In Support of Housing Future Initiative developed by The Building Industry -Orange County Chapter (BIA-OC), The Orange County Business Council (OCBC), and The Orange County Association of Realtors (OCAR). (Exhibit 8)

BIA-OC immediately issued a Press Release applauding Mission Viejo's support of its initiative aimed at new ideas on how to generate more housing. (Exhibit 9)



Mayor Pro Tem Wendy Bucknum is on the BIA-OC Board of Directors. (Exhibit 10)

The July 1, 2015 Kosmont Agreement is the initiation of implementation of the Retail Strategy for the high priority Opportunity Sites as referenced in its Scope of Services.

Potential future Kosmont services include, but are not limited to project-specific developer solicitation and selection activities, public-private transaction negotiations, special district formations such as Enhanced Infrastructure Financing Districts – a new Local Economic Development Tool. (Exhibit 11)

#### LIST OF EXHIBITS

1. January 2015 Budget Workshop Priority List
2. July 6, 2018 Agenda Report and Minutes
3. Full Kosmont Report dated June 2015
4. Opportunity Site Assessment with Maps
5. Civic Core Vision Area Map
6. Kosmont Agreement dated July 1, 2015
7. August 25, 2015 Agenda Report and Minutes
8. April 12, 2016 Agenda Report and Minutes
9. BIA-OC April 13, 2016 Press Release
10. BIA-OC List of Board of Directors
11. Kosmont: EIFD's Are A New Local 'Economic Development 2.0' Tool

RECEIVED AT COUNCIL MEETING  
 Date: January 19, 2015  
 From: City Staff  
 Agenda Item #: 16

**City of Mission Viejo  
 Pre-Budget Strategic Workshop  
 January 16, 2015 City Council Chambers**

**Session Summary**

**Ranking of Priorities Where Council Made Preliminary Recommendations to Increase Spending**

	Bucknum	Raths	Sachs	Schlicht	Ury	Group Ranking
Economic Development	1	1	1	1	1	1 (5)
Reduce Unfunded Liabilities	2	2	2	5	2	2 (13)
Playgrounds	5	4	4	3	3	3 (19)
Decrease Discretionary Reserves	4	3	3	6	4	4 (20)
Marguerite Aquatic Complex	3	5	5	4	5	5 (22)
Slope Maintenance	6	6	6	2	6	6 (26)

**Council's Identified Priorities Within the CIP Category**

1. Playground Rehabilitation (reinstate two playgrounds/year policy).
2. Marguerite Aquatic Complex.
3. Existing Park Development Fee projects – bocce ball courts, Felipe lights, La Paz Overlook



# AGENDA REPORT

Meeting Date

7/6/2015

**Prepared By:** Elaine Lister, Director of Community Development  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Update from Economic Development Committee and Agreement for Professional Services for Economic Development Implementation – Kosmont Companies

**Recommended Action**

Receive verbal update from Economic Development Committee and approve Agreement with Kosmont Companies from July 7, 2015 to June 30, 2016, in an amount not to exceed \$40,000 for economic development implementation services.

**Executive Summary**

On March 25, 2015, at the direction of the City Council's Economic Development Committee comprising Mayor Pro Tem Raths and Council Member Sachs, the City entered into an Agreement with Kosmont & Associates for economic development advisory services in the amount of \$30,000. A Retail Market Analysis and Strategy, dated June 2015, was prepared for Mission Viejo by Kosmont Companies and summarized at the June 26, 2015 Economic Development Committee meeting (Attachment 1). Attached is a draft Agreement with Kosmont Companies in an amount not to exceed \$40,000 for further economic development services and, more specifically, implementation of the retail strategy.

**Fiscal Impact:**

**Amount Requested** \$40,000

**Sufficient Budgeted Funds Available?:** YES (If no, see attached fiscal analysis)

**Prog/Fund #** 414101 **Category:** Pers. Optg. Cap. -or- CIP# **Fund#**

**Previous Relevant Council Actions for This Item**

N/A

**Attachments**

Retail Market Analysis and Strategy, dated June 2015, and prepared by Kosmont Companies.  
Draft Agreement with Kosmont Companies for economic development implementation services.



On roll call, said motion carried by the following vote:

AYES: Bucknum, Rath, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

**32. Orange County Transportation Authority (OCTA)**

Given the late hour, Council Member Ury deferred his report to the next City Council Meeting.

**33. Voting Delegate and Alternate(s) for the 2015 League of California Cities Annual Conference**

Mayor Schlicht appointed Council Member Sachs as the voting delegate and herself and Council Member Bucknum as alternates for the League of California Cities Conference Annual Business Meeting on October 2, 2015.

 **34. Update from Economic Development Committee and Agreement for Professional Services for Economic Development Implemen**

The City Council received a verbal update from Mayor Pro Tem Rath and Council Member Sachs on recent Economic Development Committee activity.

Motion made by Mayor Pro Tem Rath, seconded by Council Member Sachs, to approve an agreement with Kosmont Companies from July 7, 2015 to June 30, 2016, in an amount not to exceed \$40,000 for economic development implementation services.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Rath, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

**COUNCIL MEMBER COMMENTS AND ACTIONS**

**37. Council Member Reports of Events and Activities Attended**

The City Council Members acknowledged their event and activities calendars as presented in the report and agreed to provide any changes to the City Clerk for the public



# Retail Market Analysis & Strategy

*June 2015*

**Prepared By:**  
***Kosmont Companies***

# Kosmont Companies Overview

Kosmont Companies is a nationally-recognized real estate & economics advisory firm specializing in public-private transactions for 27 years.

- **Offers a full range of economics & real estate advisory services under [Kosmont Retail NOW!](#)<sup>®</sup> platform including:**
  - Market and Feasibility Analyses
  - Fiscal Impact & Economic Benefit Studies
  - Economic Development Strategies & Implementation
  - Identification of Funding Sources & Financing Strategies
  - Retailer/Developer & Business Recruitment
  - Public-Private Transaction Structuring & Negotiation
- **Winning track record of initiating and implementing projects for municipalities**
  - In-house team includes registered municipal advisors, financial analysts, lawyers, former bond underwriters, former city managers & department heads
  - Extensive network of brokers, investors and market data for real-time information, and retail industry leadership
- **Kosmont is not just a “*study*” company – we create strategies & make projects a reality**
  - Over \$12 billion in project negotiation and implementation since 1986
  - Completed hundreds of public and private financial transactions blending private investment with public funding sources to create win-win public-private financing structures

**Note:** If needed, Financial Advisory and Real Estate Brokerage services provided by Kosmont Realty Corporation (SEC / MSRB Registered Municipal Advisor and Licensed Real Estate Brokerage Firm)

# Project Background & Status

- Kosmont was retained by the City for the preparation of a Retail Market Analysis and Strategy (“Retail Strategy”)
- The purpose of the Retail Strategy is to evaluate existing retail market conditions and provide recommended strategies to successfully promote economic growth within the City
- An overview of the Retail Strategy is presented herein

## 1. Analysis

- a) Economic & Demographic Profile
- b) Market Demand Analysis

## 2. Strategy

- a) Trade Area Retailer Voids
- b) Opportunity Site Assessment

## 3. Summary of Findings



## 1. Analysis

### a) Economic & Demographic Profile

- i. Population & Household Demographics*
- ii. Unemployment & Employment by Industry*

### b) Market Demand Analysis

- i. Employment Growth by Industry*
- ii. Supply, Vacancy & Lease Rates*
- iii. Taxable Retail Sales Performance*
- iv. Retail Sales Surplus / Leakage*

# Economic & Demographic Profile

*Population & Household Demographics*

# Demographic Highlights

## Population & Households

- Population of ~95,700 and ~34,000 households within the City in 2015
- Population of ~654,800 and ~244,400 households within 10 miles of City Hall

## Income

- Avg. HH income ~\$122,500 in City and ~\$129,100 within 10 miles
- 1.9% annual growth projected for HH income over next 5 years in City

## Other Demographic Characteristics

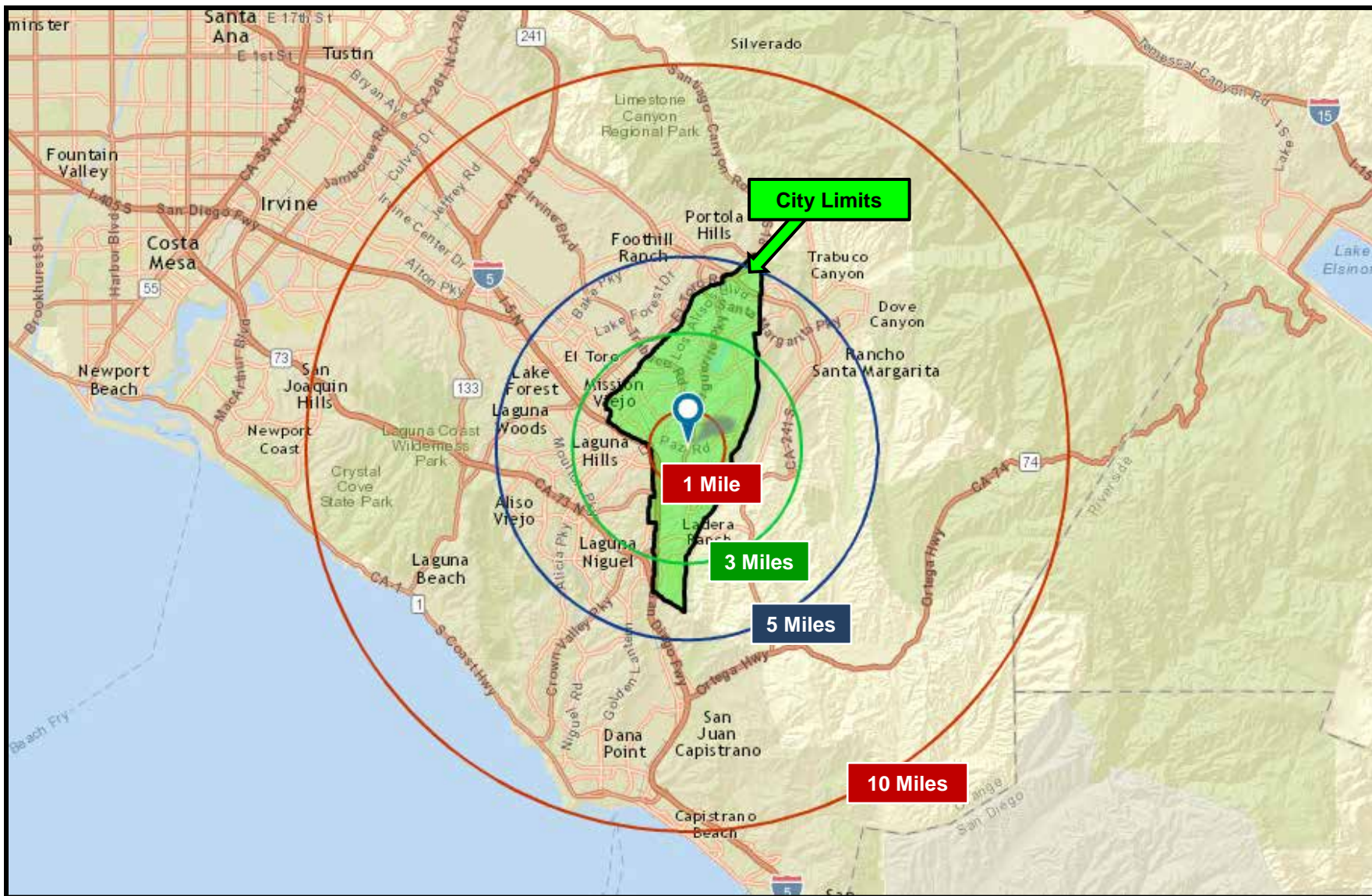
- Average household size of 2.8 in City (relatively small)
- Median age of 44 in City (older)
- ~46% Bachelor's Degree or higher (high)
- Race: ~78% White, ~10% Asian, ~12% other / two or more races
- Ethnicity: ~19% Hispanic in City
- Continually ranked safest City in the state, 9<sup>th</sup> in the nation in 2013\*

\* Per CQ Crime Rankings

Source: U.S. Census Bureau (2010); ESRI (2015)

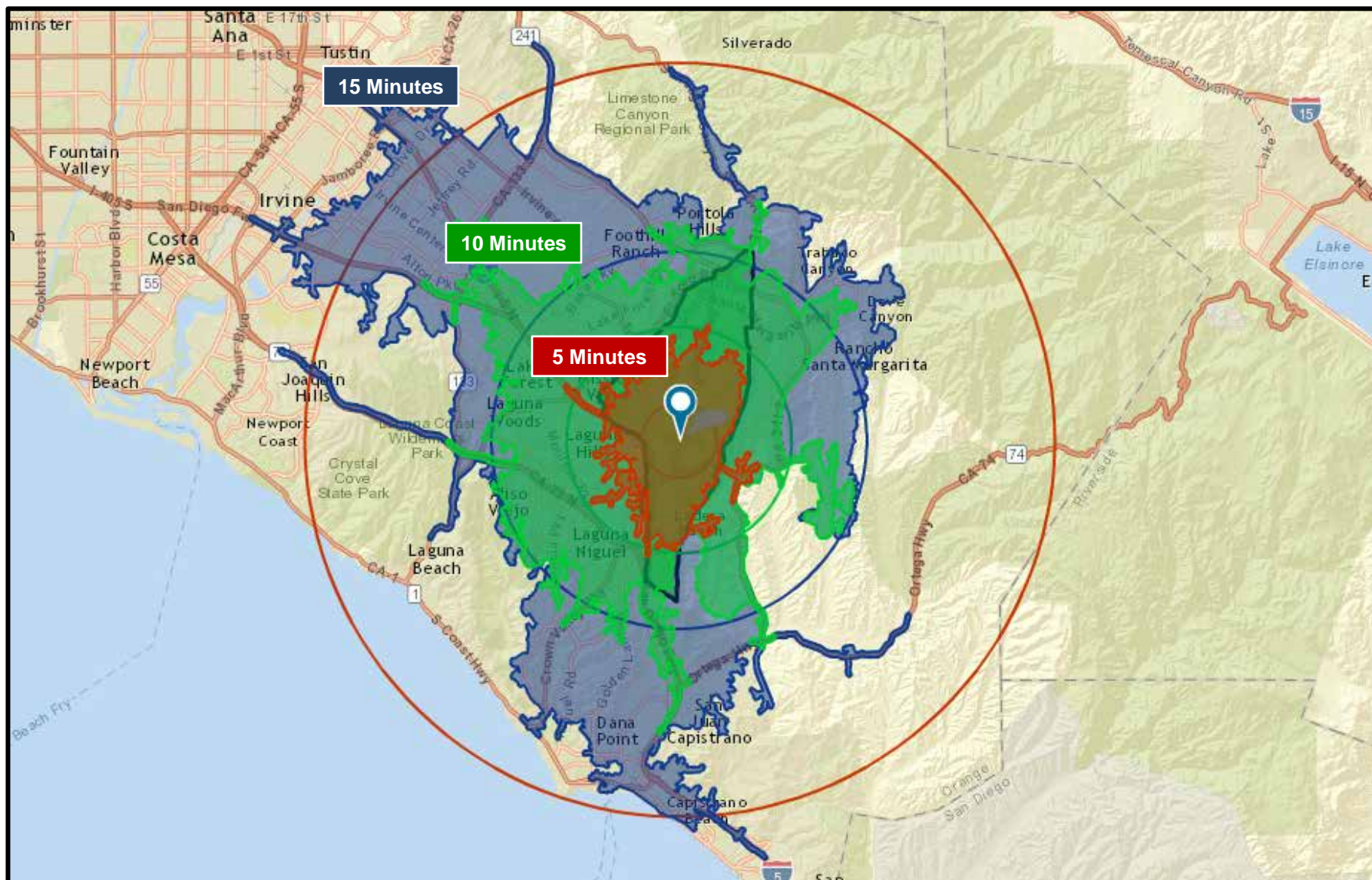
# City Limits & Radii

(from City Hall – Marguerite Parkway & La Paz Road)





# Drive Times (from City Hall)



Source: ESRI (2015)



# Population and Income

## *City, County and State*

<u>2015</u>	City of Mission Viejo	Orange County	California
<b>Population</b>	<b>95,681</b>	3,124,130	38,371,836
<b>Households</b>	33,969	1,026,508	12,932,388
<b>Average HH Size</b>	2.79	3.00	2.90
<b>Median Age</b>	<b>43.9</b>	36.9	35.7
<b>Per Capita Income</b>	\$43,790	\$35,179	\$29,788
<b>Median HH Income</b>	\$98,618	\$77,676	\$60,382
<b>Average HH Income</b>	<b>\$122,454</b>	\$106,158	\$87,152
<b><u>2015-2020 Annual Growth Rate</u></b>			
<b>Population</b>	0.64%	0.82%	0.73%
<b>Median HH Income</b>	1.91%	2.36%	3.36%

Source: U.S. Census Bureau (2010); ESRI (2015)

# Population and Income

## *Radii from City Hall*

	Radii (from City Hall)			
<b>2015</b>	<b>1 Mile</b>	<b>3 Miles</b>	<b>5 Miles</b>	<b>10 Miles</b>
<b>Population</b>	17,204	134,628	<b>343,884</b>	<b>654,782</b>
<b>Households</b>	5,687	46,534	125,066	244,396
<b>Average HH Size</b>	3.00	2.86	2.73	2.66
<b>Median Age</b>	<b>45.4</b>	<b>42.3</b>	40.7	40.9
<b>Per Capita Income</b>	\$55,747	\$49,310	\$50,603	\$48,415
<b>Median HH Income</b>	\$126,900	\$94,689	\$93,245	\$97,747
<b>Average HH Income</b>	<b>\$144,908</b>	<b>\$124,488</b>	<b>\$122,503</b>	<b>\$129,145</b>
<b><u>2015-2020 Annual Growth Rate</u></b>				
<b>Population</b>	0.49%	0.58%	0.75%	1.15%
<b>Median HH Income</b>	<b>3.29%</b>	2.32%	2.23%	1.98%

Source: U.S. Census Bureau (2010); ESRI (2015)

# Population and Income

## *Drive Times from City Hall*

	Drive Times (from City Hall)		
<u>2015</u>	5 Minutes	10 Minutes	15 Minutes
Population	65,586	<b>336,899</b>	<b>611,227</b>
Households	22,811	123,322	226,424
Average HH Size	2.83	2.71	2.68
Median Age	<b>45.1</b>	40.4	40.2
Per Capita Income	\$44,362	\$43,399	\$45,735
Median HH Income	\$101,943	\$91,036	\$94,333
Average HH Income	<b>\$126,837</b>	<b>\$118,369</b>	<b>\$123,329</b>
<u>2015-2020 Annual Growth Rate</u>			
Population	0.61%	0.77%	1.16%
Median HH Income	2.00%	2.34%	2.15%

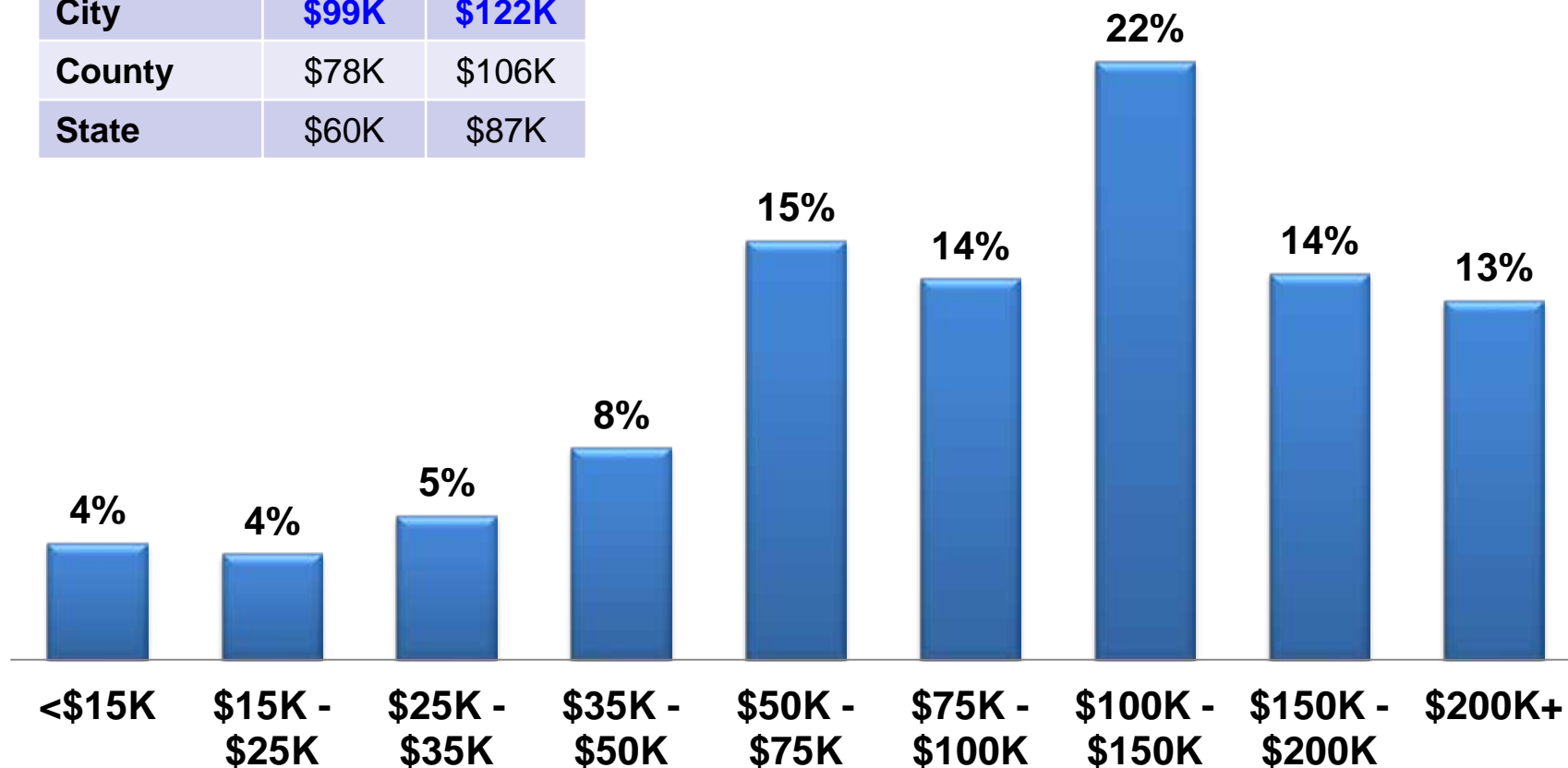
Source: U.S. Census Bureau (2010); ESRI (2015)



# Income Profile

## City of Mission Viejo – 2015 Households by Income Bracket

HH Income	Median	Avg.
City	\$99K	\$122K
County	\$78K	\$106K
State	\$60K	\$87K

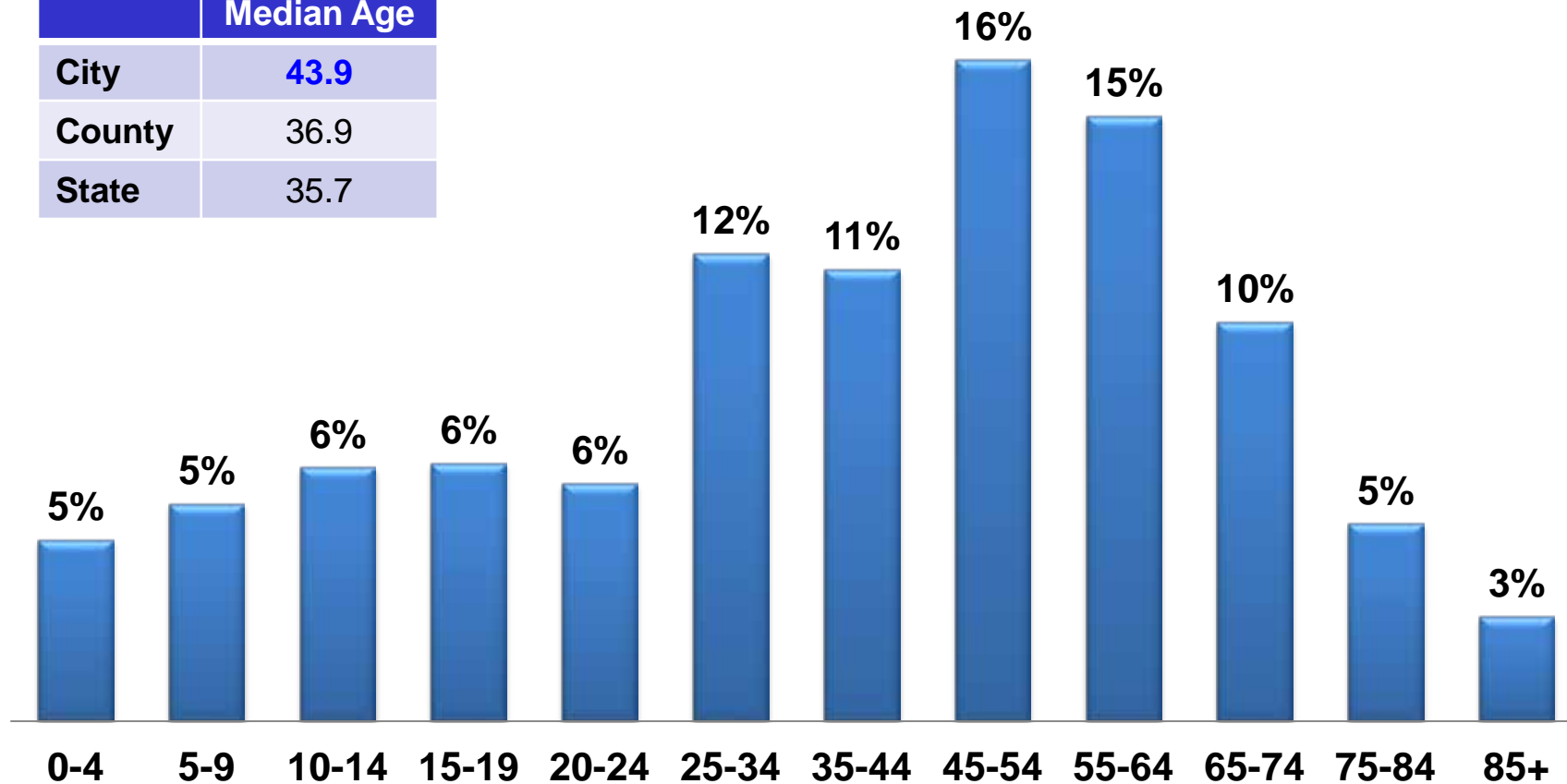


Source: U.S. Census Bureau (2010); ESRI (2015)

# Age Profile

## City Population by Age Bracket in 2015

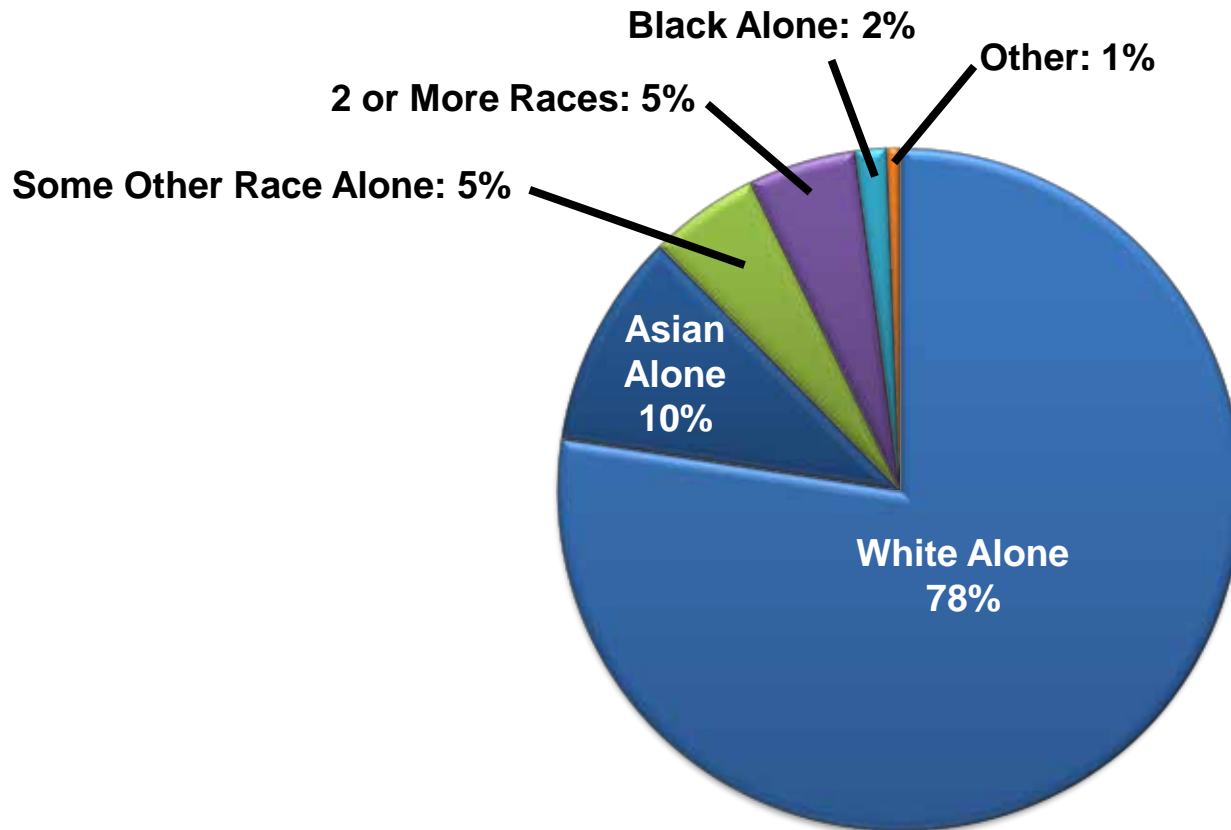
	Median Age
City	43.9
County	36.9
State	35.7



Source: U.S. Census Bureau (2010); ESRI (2015)

# Race & Ethnicity

## City Population by Race & Ethnicity in 2015



*\*Most respondents of Hispanic Origin additionally indicate "White" or "Some Other Race"*

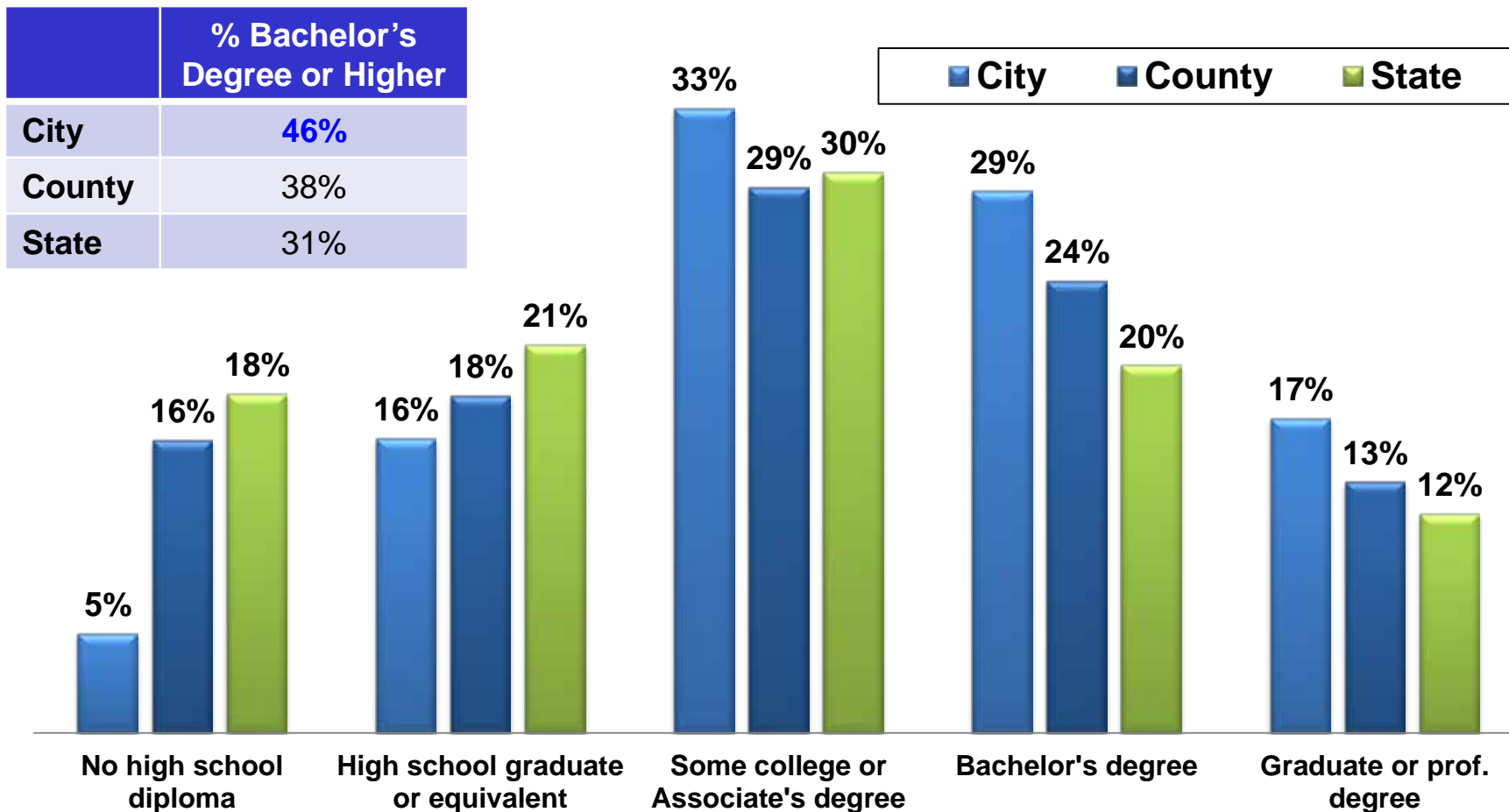
### ***Hispanic Origin of Any Race: 19%***

**Note:** U.S. Census Bureau defines race and ethnicity as two separate and distinct identities. One Census question asks respondents which socio-political race (of categories in pie chart above) they associate most closely with, and a separate question asks whether they associate with "Hispanic, Latino, or Spanish origin" or not (defined as ethnicity).

**Source:** U.S. Census Bureau (2010); ESRI (2015)

# Educational Attainment

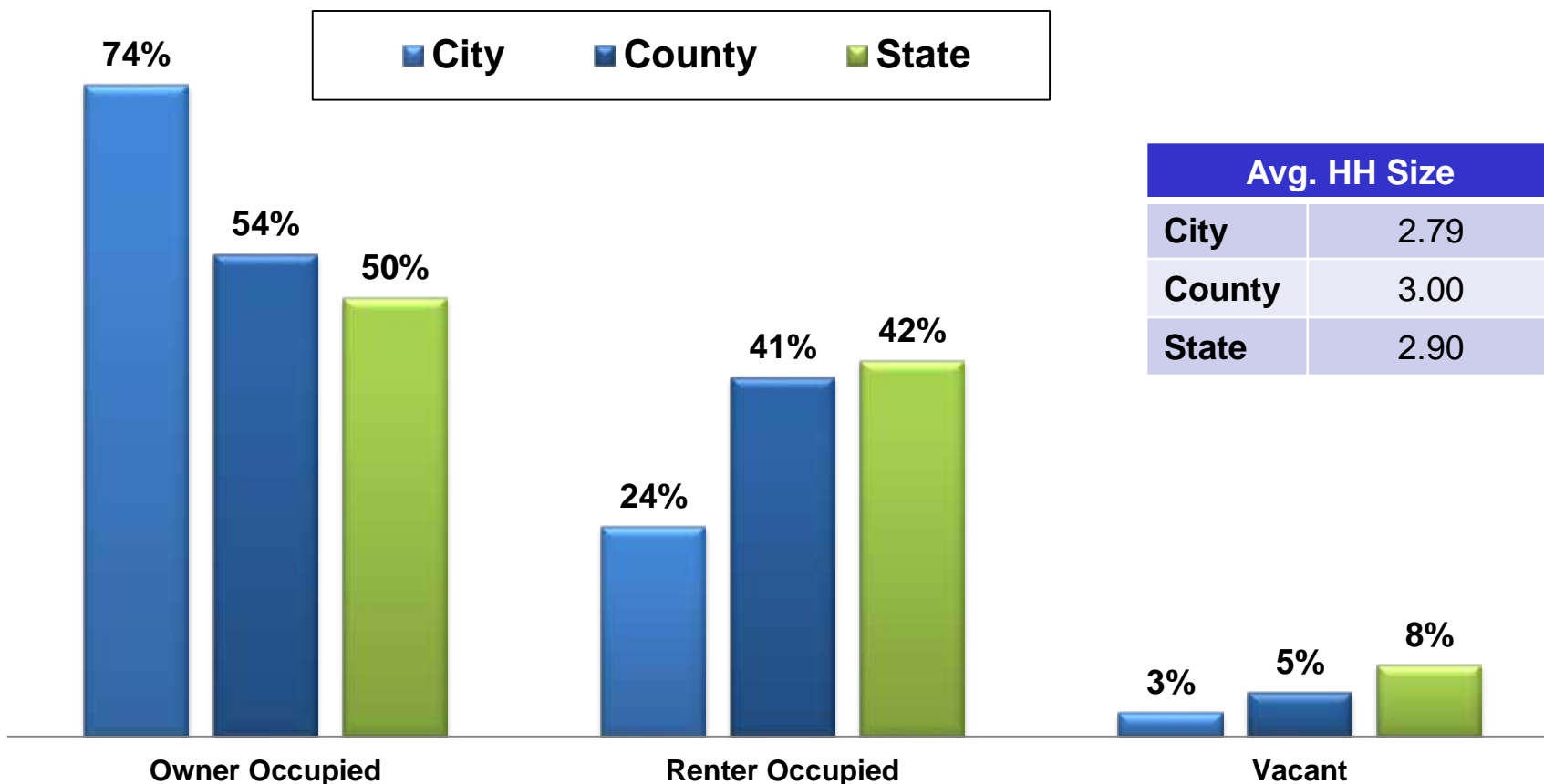
## Population Aged 25+ by Educational Attainment



Source: U.S. Census Bureau (2010); ESRI (2015)

# Housing & Household Size

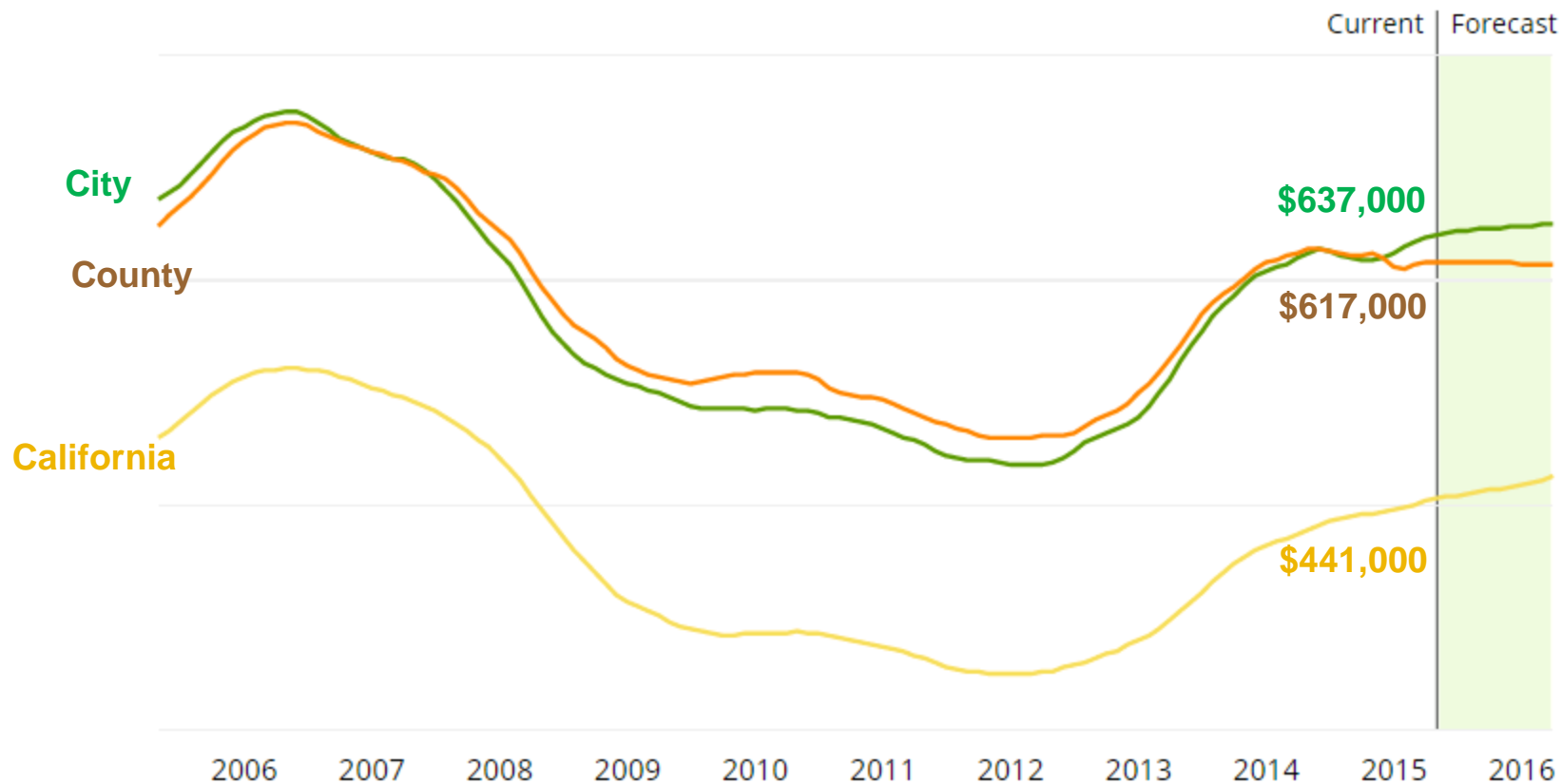
## Housing Breakdown (2015)



Source: U.S. Census Bureau (2010); ESRI (2015)

# Home Value History

## Zillow Home Value Index



# Population Segmentation Profile

Top 5 “Tapestries” in City	Percent	Sample Characteristics
<b>1. Savvy Suburbanites</b>	25%	<ul style="list-style-type: none"> <li>Well-educated, well-capitalized, active residents</li> <li>Owner occupied, single family homes, low vacancy</li> <li>Informed shoppers, connected to technology</li> <li>Enjoy good food and wine and cultural amenities</li> </ul>
<b>2. Professional Pride</b>	15%	<ul style="list-style-type: none"> <li>Well-educated, white-collar commuter families</li> <li>Financially active, frequent travelers, shop on credit</li> <li>Shop online and at Home Depot, Bed Bath &amp; Beyond</li> <li>Tech-savvy, active, spend on health and wellness</li> </ul>
<b>3. Enterprising Professionals</b>	14%	<ul style="list-style-type: none"> <li>Employed in science, tech, engineering, mathematics</li> <li>Live in newer condos, town homes, apartments</li> <li>Active, shop organic/natural, buy name brands online</li> <li>Use personal care services (dry cleaning), frequent Cheesecake Factory, Chick-Fil-A, Starbucks</li> </ul>
<b>4. Pleasantville</b>	14%	<ul style="list-style-type: none"> <li>Older, settled households, educated, mostly married couples, high incomes (white collar) and net worth</li> <li>Older, single family homes, low vacancy</li> <li>Shop online and in stores, from upscale to discount</li> </ul>
<b>5. The Elders</b>	9%	<ul style="list-style-type: none"> <li>Older, smaller households, many in group quarters or nursing home / senior-living facilities</li> <li>Retirees, use coupons, prefer American and environmentally safe products, don’t shop online</li> </ul>

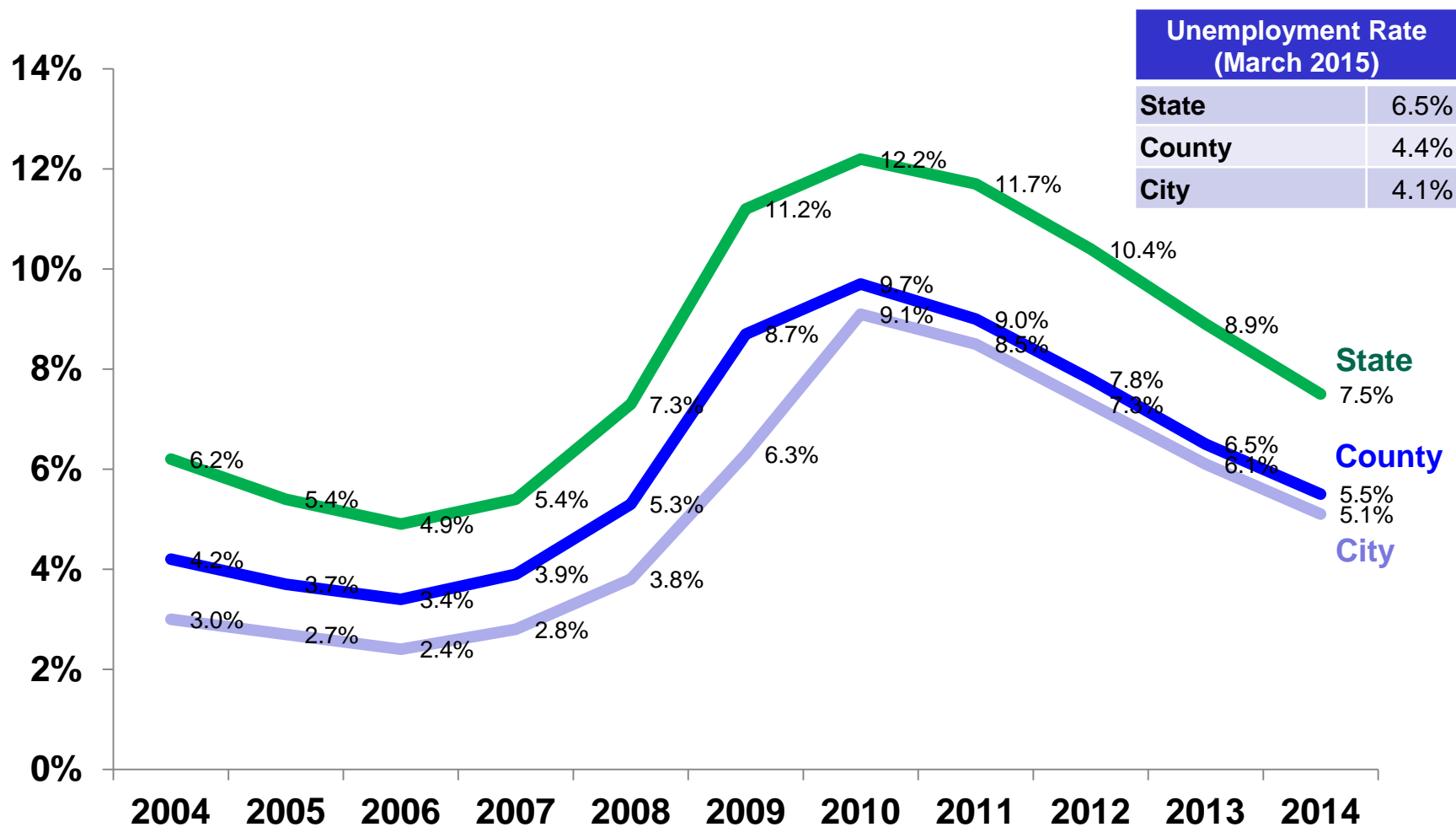
Source: ESRI (2015)

# Economic & Demographic Profile

*Unemployment & Employment by Industry*



# Unemployment

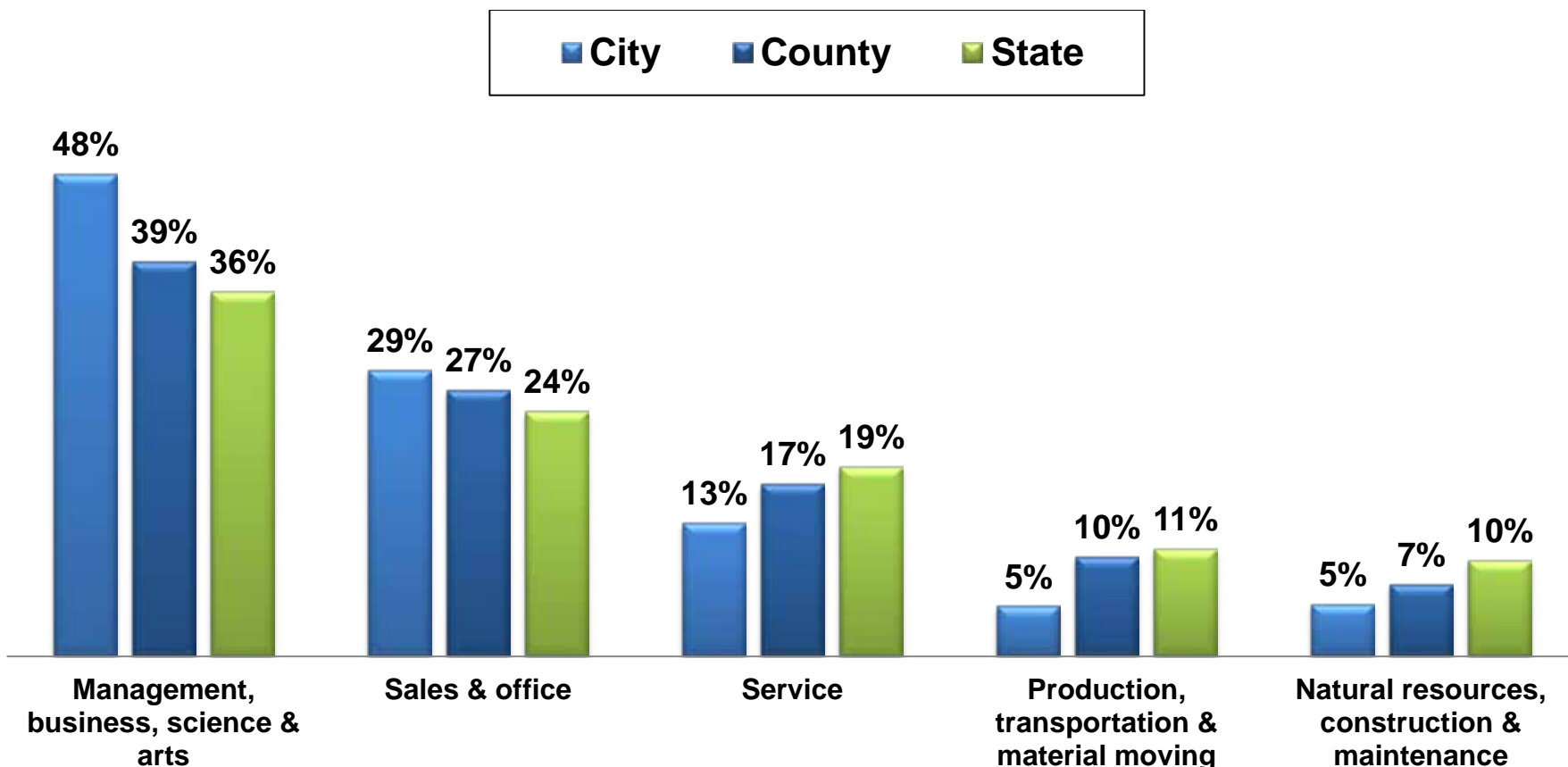


**Note:** Not seasonally adjusted; annual averages

**Source:** California Employment Development Department (2015)

# Resident Employment by Occupation

## Civilian Employed Population Age 16+ by Occupation



Source: U.S. Census Bureau (2010); ESRI (2015)

# Employment by Industry

## City Resident Employed Population (Age 16+)

Retail trade	10.6%
Healthcare & social assist.	10.5%
Prof., scientific & tech. services	10.2%
Educational services	9.2%
Accommodation & food services	8.4%
Manufacturing	8.4%
Wholesale trade	6.4%
Admin. & support & waste mgmt.	6.2%
Finance & insurance	5.5%
Other services, except public admin.	4.1%
Construction	3.7%
Public administration	3.6%
Information	3.3%
Real estate rental & leasing	2.4%
Transportation & warehousing	2.1%
Arts, entertainment & recreation	1.8%
Management of companies & enterprises	1.8%
Agriculture, forestry, fishing & hunting	0.9%
Utilities	0.8%
Mining, quarrying, oil & gas extraction	0.1%

### *“Industries in which City residents work”*

## Workers Employed within City

Healthcare & social assist.	27.8%
Retail trade	17.6%
Educational services	14.6%
Accommodation & food services	8.0%
Prof., scientific & tech. services	5.8%
Other services, except public admin.	4.2%
Admin. & support & waste mgmt.	4.1%
Construction	3.4%
Finance & insurance	3.1%
Wholesale trade	2.7%
Manufacturing	2.6%
Arts, entertainment & recreation	1.8%
Real estate rental & leasing	1.5%
Public administration	1.0%
Transportation & warehousing	0.8%
Management of companies & enterprises	0.6%
Information	0.4%
Utilities	0.0%
Agriculture, forestry, fishing & hunting	0.0%
Mining, quarrying, oil & gas extraction	0.0%

### *“Jobs in the City”*

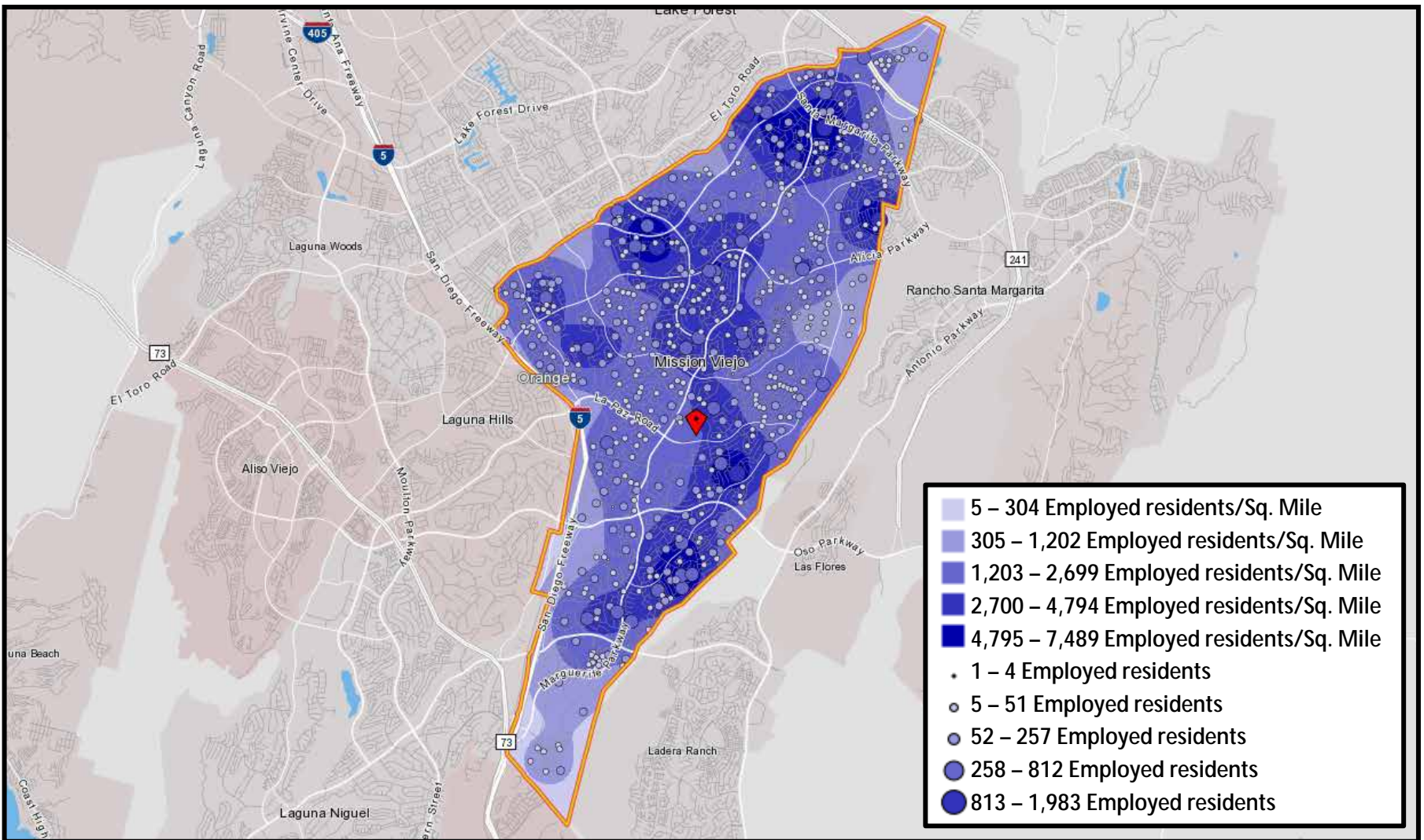
Source: U.S. Census Bureau Center for Economic Studies (2011)

# Major Employers

Employer	Estimated # Employees	% Total City Employment
1) Mission Hospital Regional Medical Center	2,443	6.4%
2) Saddleback College	1,975	5.2%
3) Saddleback Valley Unified School District	1,502	3.9%
4) Capistrano Unified School District	441	1.2%
5) Nordstrom	400	1.0%
6) Macy's	250	0.7%
7) Target	250	0.7%
8) Vocational Visions	196	0.5%
9) US Post Office	194	0.5%
<b>Top 9 Total</b>	<b>7,651</b>	<b>20.1%</b>

**Note:** Total City employment based on employees (residents and non-residents) within the City as estimated by ESRI and Dun & Bradstreet (38,211)

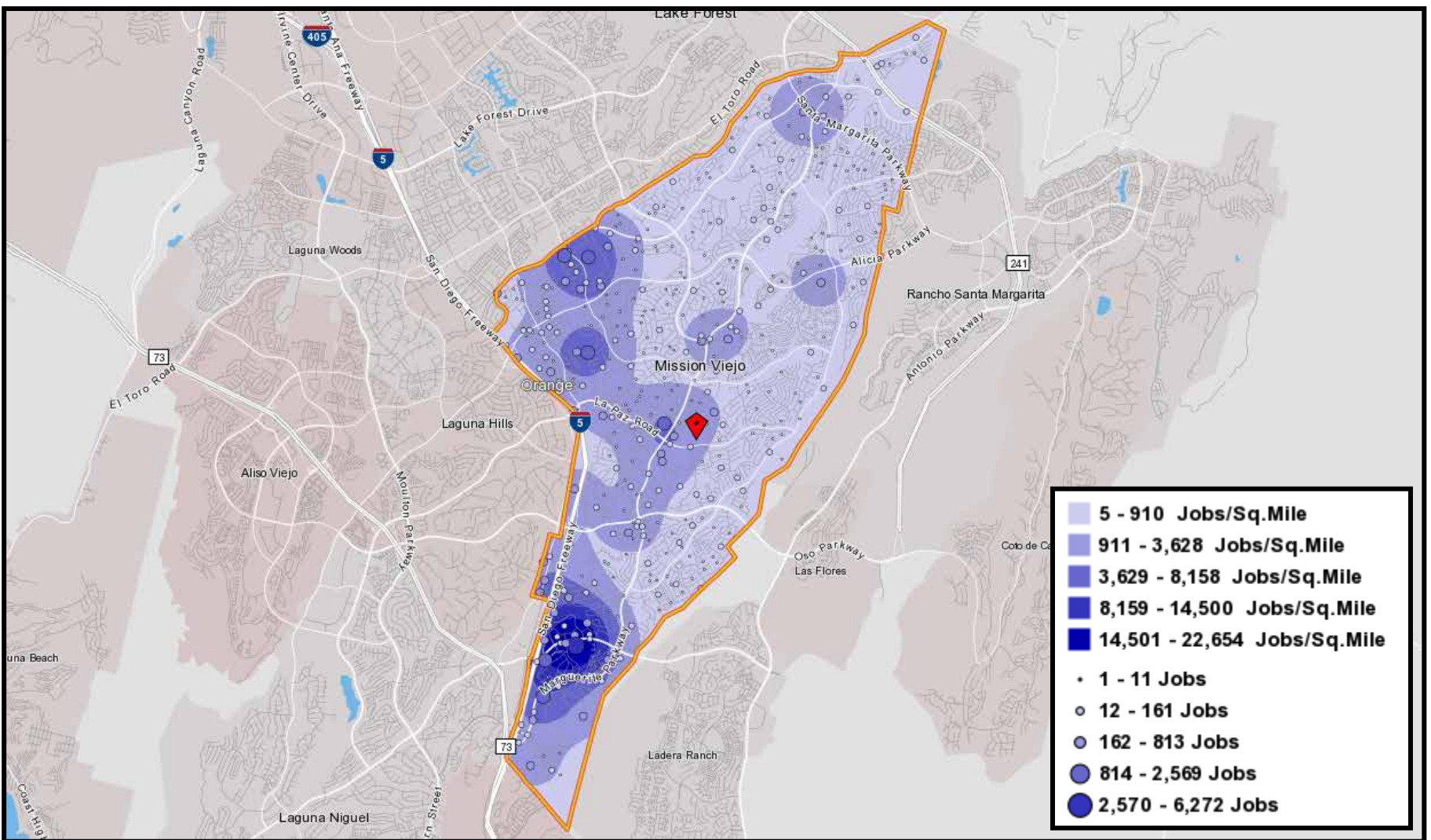
# Resident Concentration Within City



Source: U.S. Census Bureau Center for Economic Studies (2011)



# Employment Concentration Within City



Source: U.S. Census Bureau Center for Economic Studies (2011)

# Resident and Employee Commute

Employed Resident Place of Work	
Irvine	13.3%
Mission Viejo	9.2%
Los Angeles	6.1%
Santa Ana	5.4%
Lake Forest	4.1%
San Diego	3.5%
Newport Beach	3.2%
Costa Mesa	3.2%
Laguna Hills	2.8%
Anaheim	2.5%
Rancho Santa Margarita	2.5%
Orange	2.4%
San Juan Capistrano	1.9%
Aliso Viejo	1.8%
Laguna Niguel	1.7%
Tustin	1.7%
San Clemente	1.6%
Huntington Beach	1.0%
Dana Point	0.9%
San Francisco	0.9%
Other	30.2%

*“Where City residents work”*

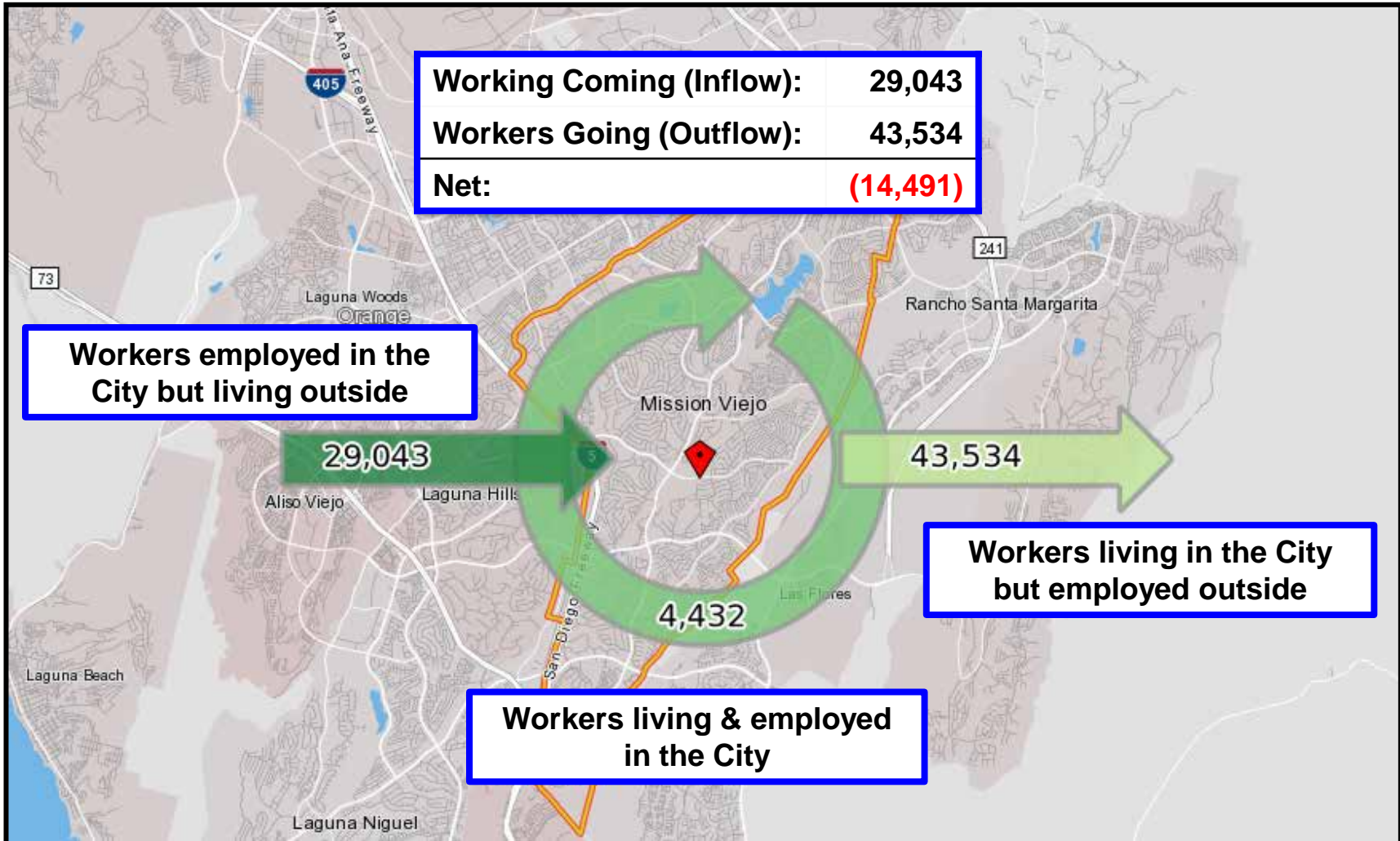
City Employee Origin	
Mission Viejo	13.2%
Lake Forest	5.5%
Rancho Santa Margarita	4.4%
Laguna Niguel	4.3%
Irvine	3.9%
San Clemente	3.5%
Los Angeles	3.1%
Anaheim	2.9%
Aliso Viejo	2.9%
Santa Ana	2.5%
Laguna Hills	2.5%
San Juan Capistrano	2.3%
Dana Point	1.8%
Orange	1.8%
San Diego	1.8%
Huntington Beach	1.6%
Ladera Ranch	1.5%
Tustin	1.3%
Costa Mesa	1.2%
Newport Beach	1.2%
Other	36.9%

*“Where people who work in the City come from”*

Source: U.S. Census Bureau Center for Economic Studies (2011)

# Worker Inflow / Outflow

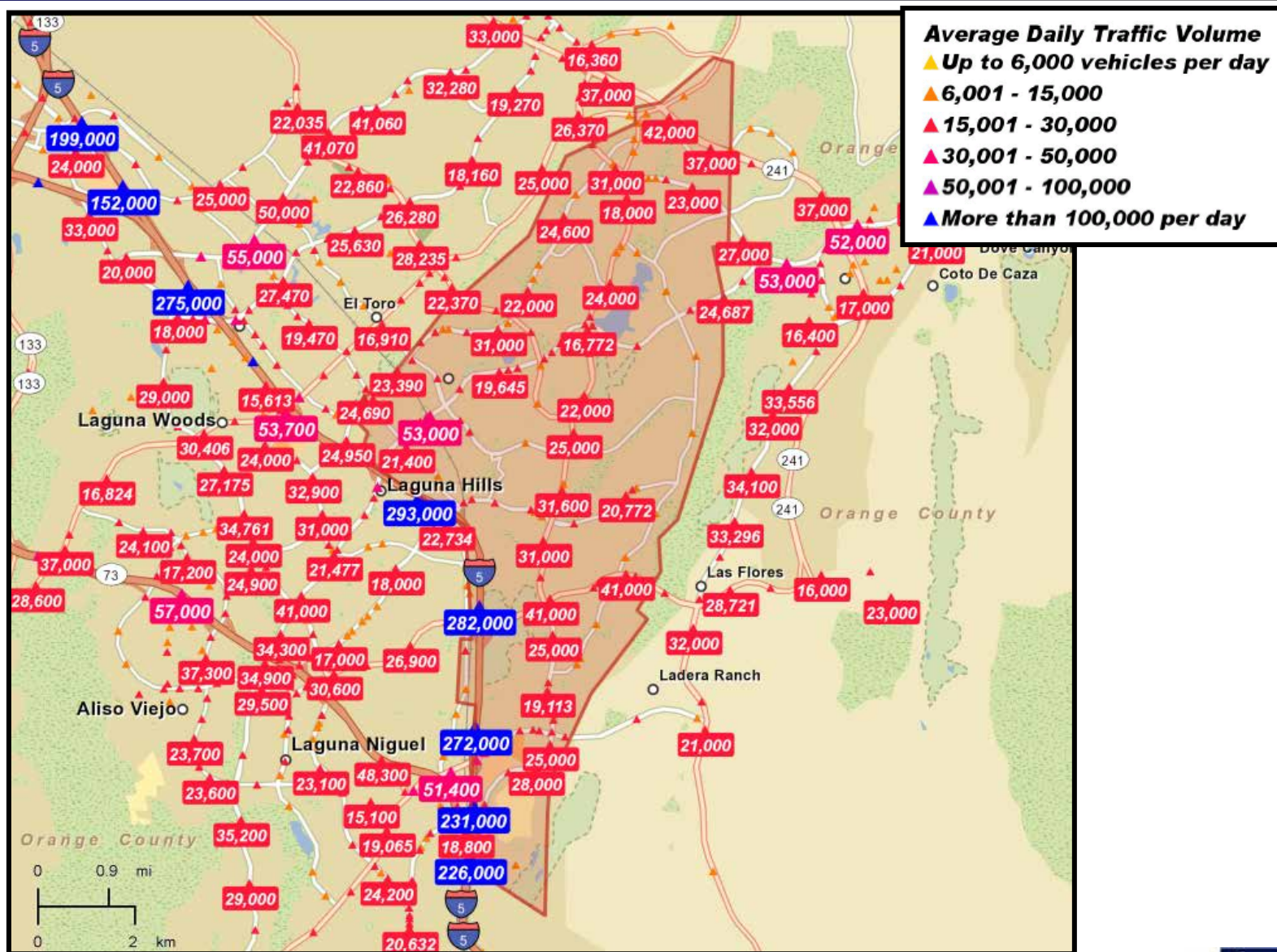
*“Are jobs coming or going?”*



Source: U.S. Census Bureau Center for Economic Studies (2011)



# Traffic Counts



Source: Market Planning Solutions (2012); ESRI (2015)

# Summary: Demographics and Employment

- Well-educated, affluent, relatively older population
- Smaller than average household size, majority owner-occupied homes, low vacancy, home values higher than County and State averages
- Low unemployment rate relative to County and State averages
- Most employees in City work in healthcare, retail, educational services, accommodation/food services, and professional/scientific/technical services
- City is a net exporter of jobs, with residents employed in Irvine, Los Angeles, Santa Ana, within Mission Viejo, and other cities
- Continually ranked safest City in the state, among top in the nation

# Market Demand Analysis

*Employment Growth by Industry*

# Employment Projections by Industry

## Orange County

Industry	2012	2022	Annual Growth 2012-22	Total Growth 2012-22	Total Change 2012-22
Professional and Business Services	259,900	335,000	2.9%	28.9%	75,100
Health Care and Social Assistance	149,100	185,900	2.5%	24.7%	36,800
Accommodation and Food Services	141,300	174,700	2.4%	23.6%	33,400
<b>Retail Trade</b>	<b>143,900</b>	<b>168,400</b>	<b>1.7%</b>	<b>17.0%</b>	<b>24,500</b>
Construction	71,400	95,700	3.4%	34.0%	24,300
Financial Activities	108,200	132,400	2.2%	22.4%	24,200
Wholesale Trade	76,900	96,000	2.5%	24.8%	19,100
Educational Services (Private)	24,700	30,400	2.3%	23.1%	5,700
Government	147,900	153,500	0.4%	3.8%	5,600
Arts, Entertainment, and Recreation	39,300	44,600	1.3%	13.5%	5,300
Information	24,300	27,300	1.2%	12.3%	3,000
Transportation and Warehousing	24,000	25,100	0.5%	4.6%	1,100
Utilities	4,000	5,000	2.5%	25.0%	1,000
Other Services	44,600	44,600	0.0%	0.0%	0
Mining and Logging	500	400	(2.0%)	(20.0%)	(100)
Manufacturing	158,200	150,900	(0.5%)	(4.6%)	(7,300)
<b>Total Nonfarm</b>	<b>1,418,100</b>	<b>1,669,900</b>	<b>1.8%</b>	<b>17.8%</b>	<b>251,800</b>
Total Farm	2,800	3,300	1.8%	17.9%	500
Self Employed / Unpaid / Other	103,000	116,100	1.3%	12.7%	13,100
<b>Total Employment</b>	<b>1,523,900</b>	<b>1,789,300</b>	<b>1.7%</b>	<b>17.4%</b>	<b>265,400</b>

Source: California Employment Development Department, U.S. Bureau of Labor Statistics (2015)

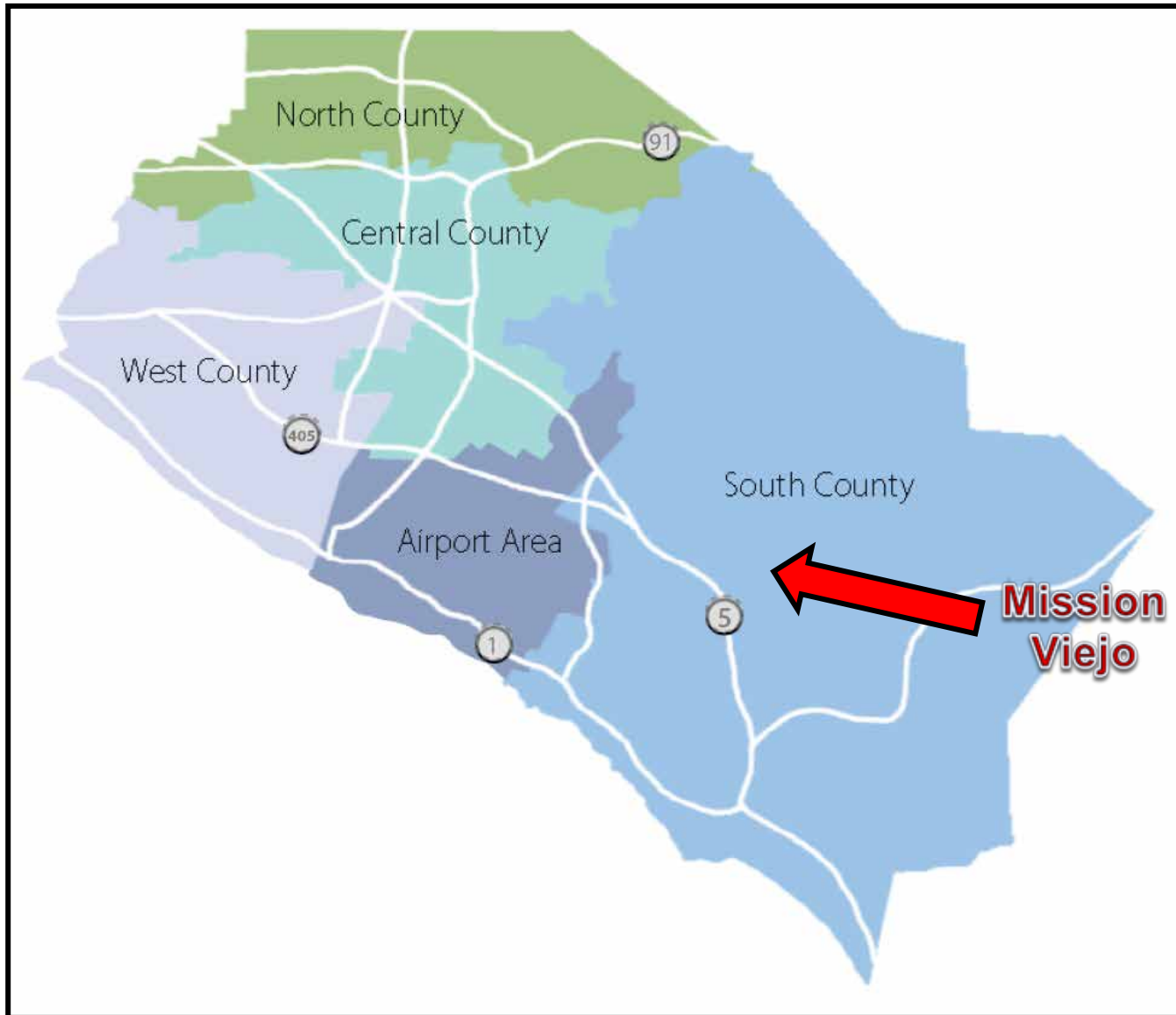
# Market Demand Analysis

*Supply, Vacancy & Lease Rates*

# Supply, Vacancy & Lease Rates

- Mission Viejo falls within the “**South County**” submarket of the Orange County market area for retail (as defined by CoStar), including:
  - *Aliso Viejo*
  - *Dana Point*
  - *Foothill Ranch*
  - *Laguna Beach*
  - *Laguna Hills*
  - *Laguna Niguel*
  - *Lake Forest*
  - *Mission Viejo*
  - *Rancho Santa Margarita*
  - *San Clemente*
  - *San Juan Capistrano*
- Supply, vacancy, and lease rates for retail uses are compared between South County and other Orange County submarkets
- Retail vacancy within the City is estimated **below** the South County submarket and total Orange County market averages
- Retail lease rates within the City are estimated **above** the South County submarket and Orange County market averages

# Orange County Submarkets

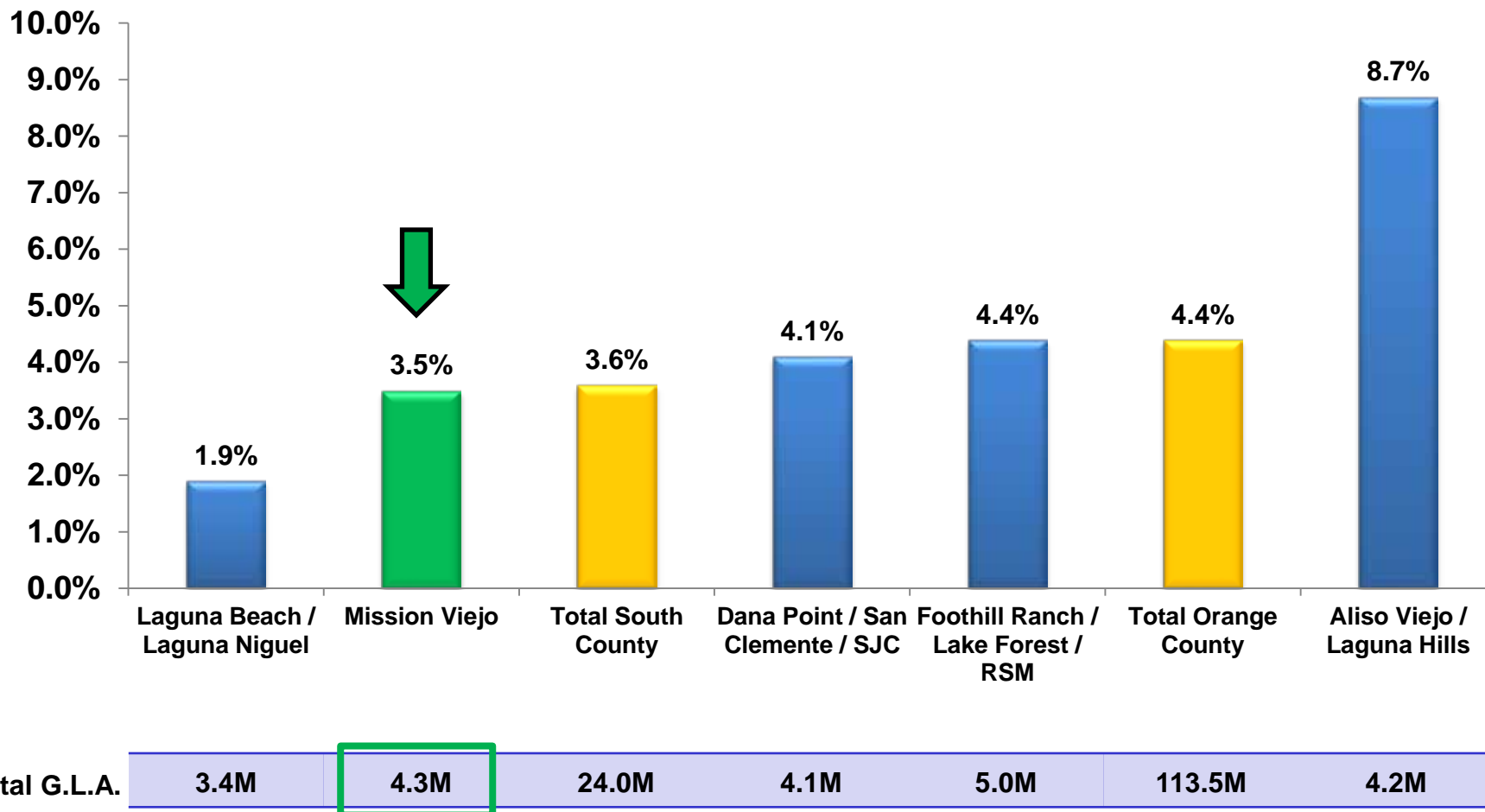




# Retail Vacancy

## South Orange County

### Retail Vacancy (Q1 2015)



G.L.A. = Gross Leasable Area (in square feet)

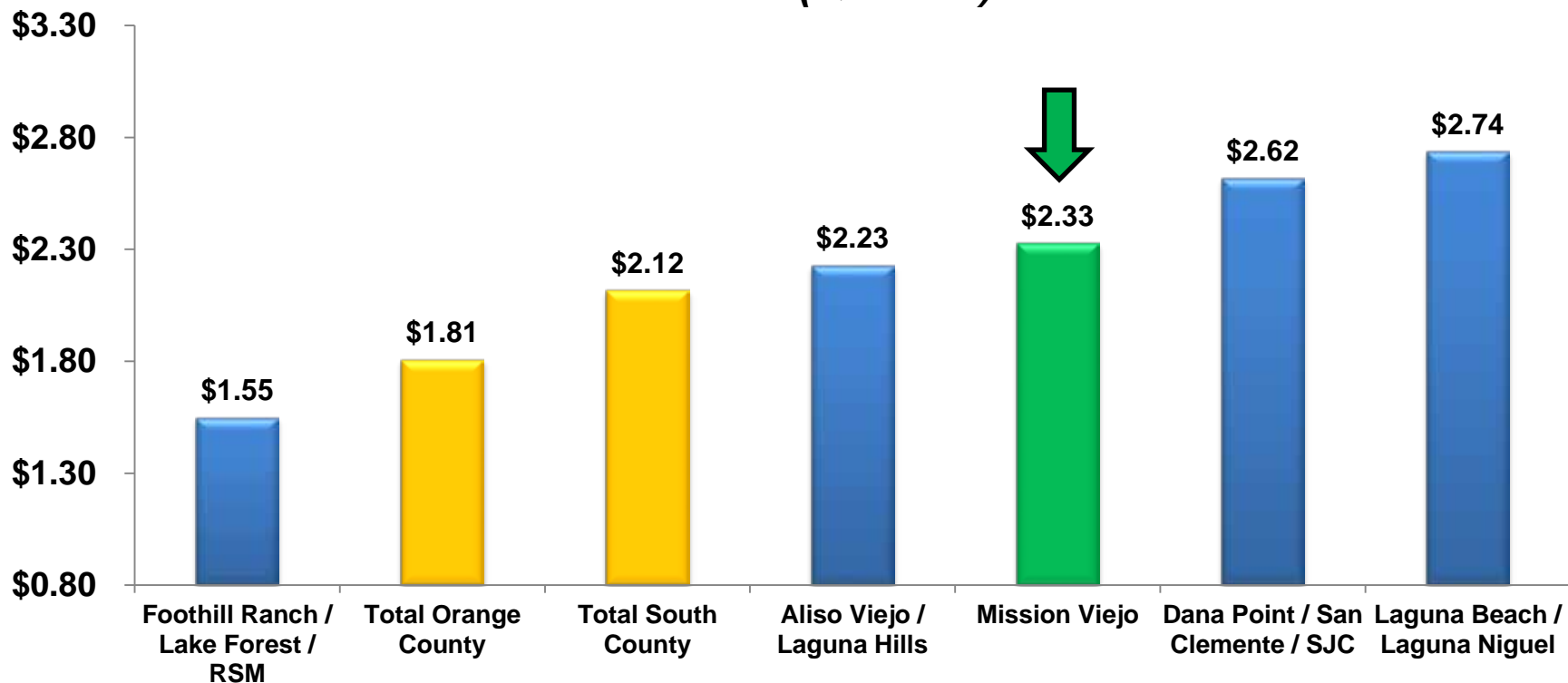
Source: Avison Young; CoStar Property (Q1 2015)



# Retail Asking Lease Rates

## South Orange County

### Average Asking Retail Lease Rates – \$PSF / Month NNN (Q1 2015)



Total G.L.A.

5.0M

113.5M

24.0M

4.2M

4.3M

4.1M

3.4M

G.L.A. = Gross Leasable Area (in square feet)

Source: Avison Young; CoStar Property (Q1 2015)

# Retail Format Breakdown

## South Orange County

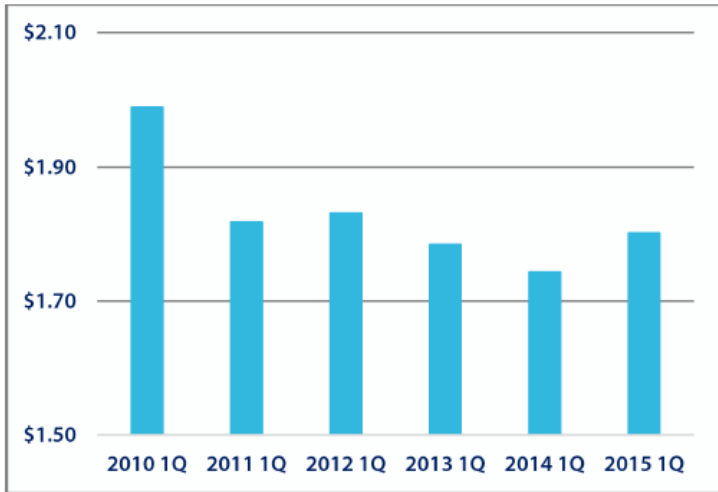
Retail Format	Total GLA	Vacancy	Asking Lease Rates
Storefront / Freestanding ( <i>mixed-use, storefront, freestanding</i> )	4.1M	3.9%	\$1.77
Strip Centers ( <i>convenience-oriented &lt;30K SF</i> )	0.9M	8.8%	\$2.53
Community / Neighborhood ( <i>convenience-oriented &gt;30K SF</i> )	12.0M	4.0%	\$2.16
Power Centers ( <i>category dominant anchors, big box</i> )	3.7M	2.3%	\$3.91
Mall Centers ( <i>regional and super-regional malls</i> )	2.6M	1.2%	N/A*
Specialty Centers ( <i>lifestyle, outlet, theme, festival, leisure, airport</i> )	0.6M	3.3%	\$2.84
<b>Total Retail</b>	<b>24.0M</b>	<b>3.6%</b>	<b>\$2.14</b>

\* Mall Center asking lease rates not available

Source: Avison Young; CoStar Property (Q1 2015)

# Historical Rent, Vacancy & Absorption *Total Orange County*

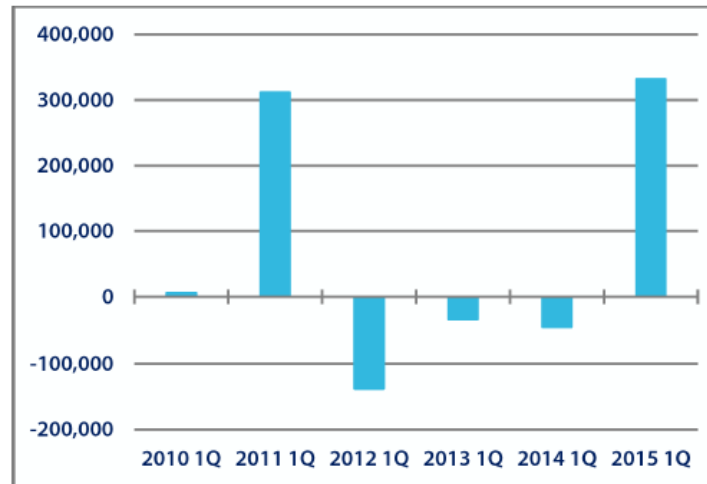
### Asking Rent



### Vacancy Rates



### Net Absorption



# Market Demand Analysis

*Taxable Retail Sales Performance*

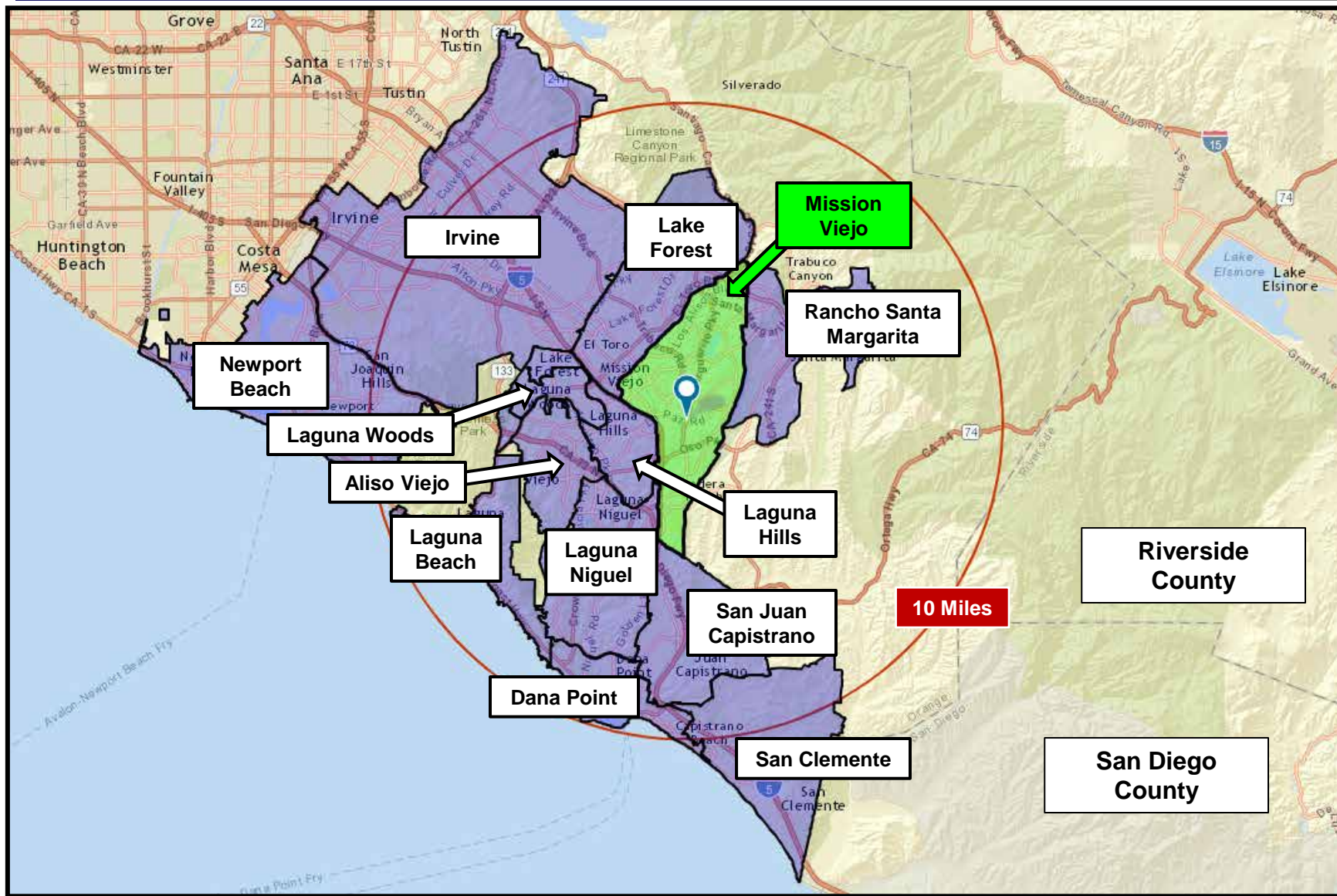
# Taxable Retail Sales Performance

- Taxable consumer spending across retail categories is totaled and normalized for population within the City and comparison regions for the purpose of evaluating relative taxable retail sales performance
- Retail sales per capita for the City (~\$14,900) is **above average** when compared to the Orange County average (~\$13,900)

\* "Other retail" includes sporting goods, office supply, drug stores, and other retail

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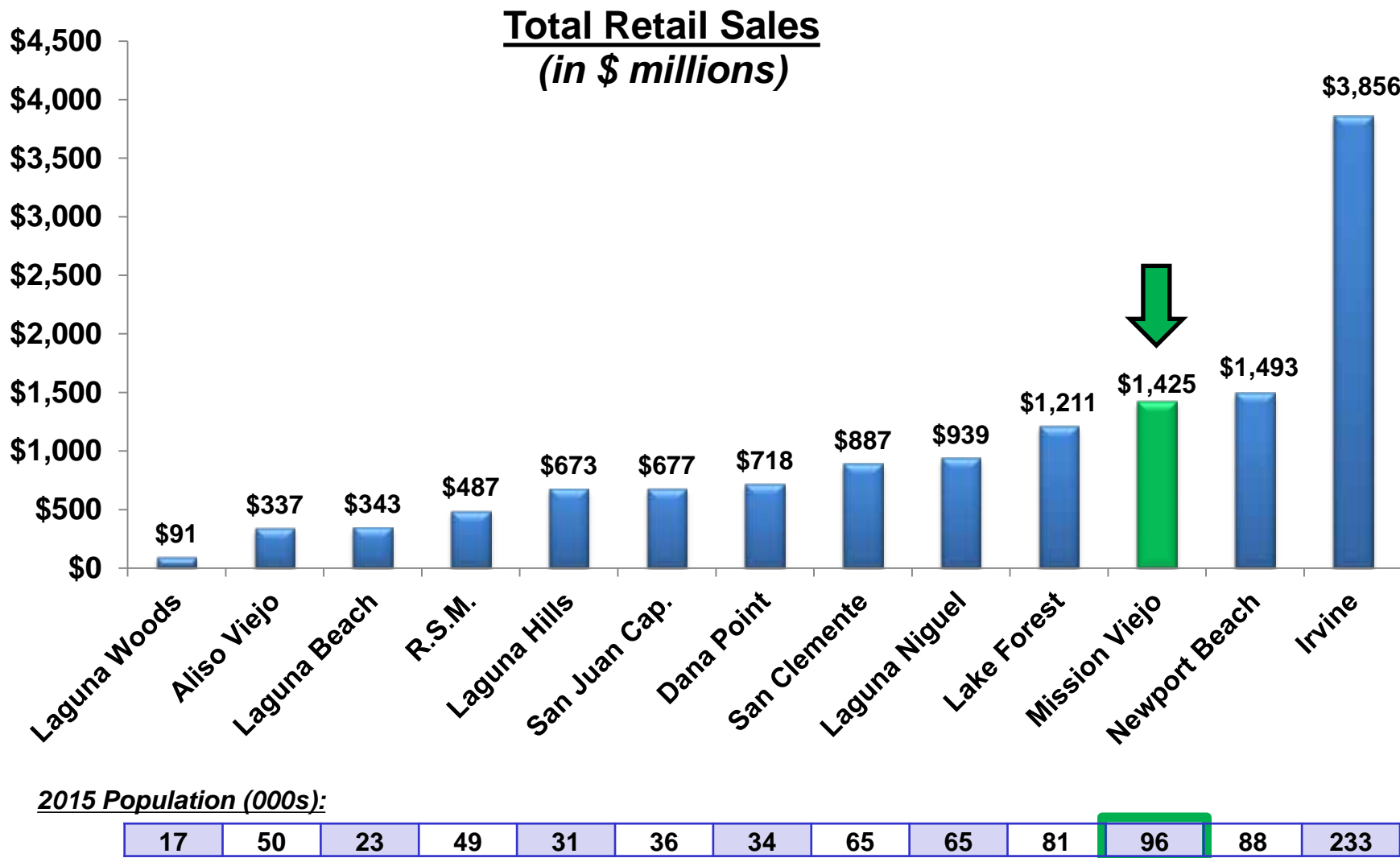
# Mission Viejo & Comparison Cities



Source: ESRI (2015)

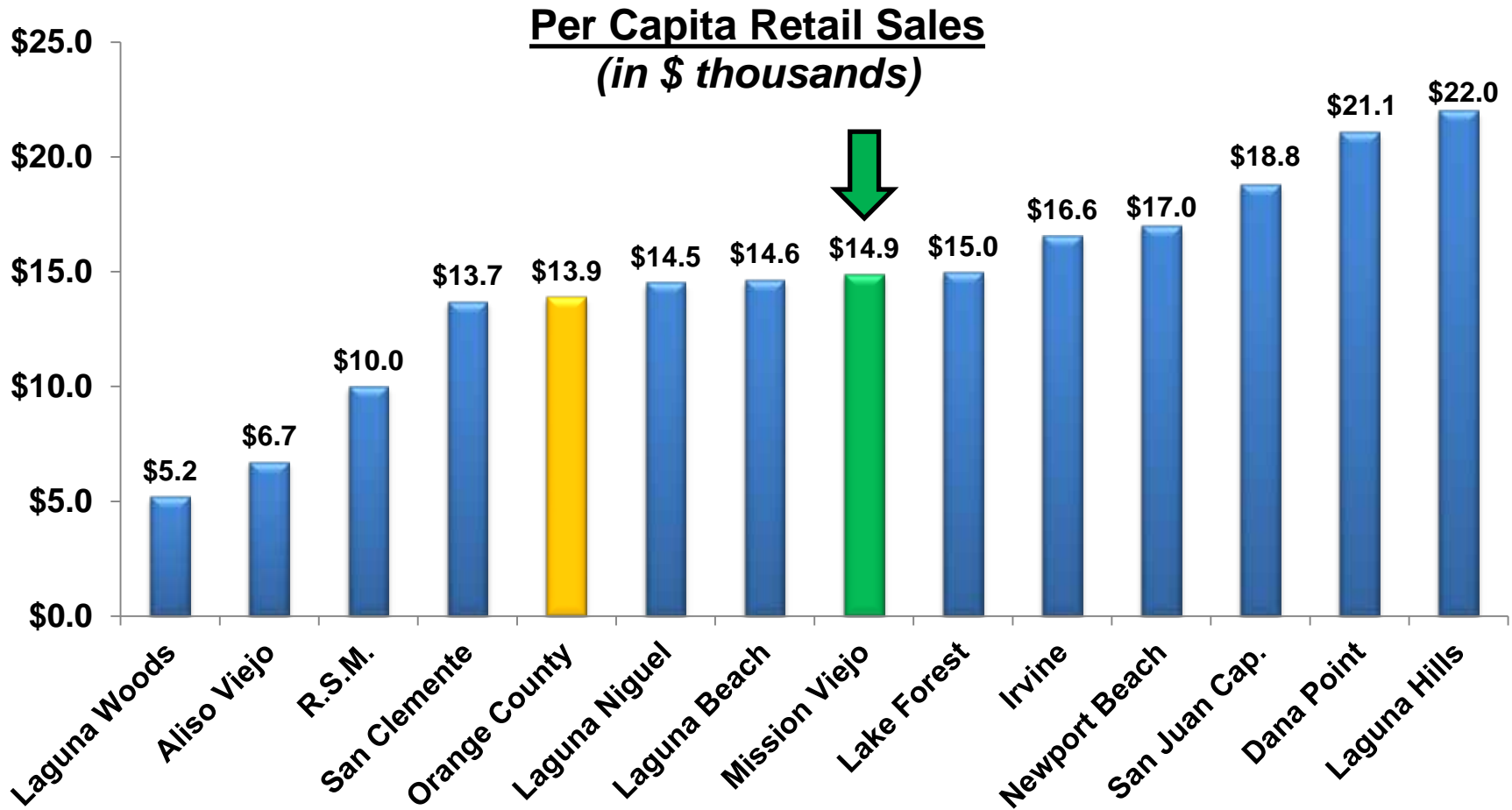
# Retail Sales Comparison

## Mission Viejo & Comparison Cities



# Per Capita Retail Sales

## Mission Viejo & Comparison Regions



**2015 Population (000s):**

17	50	49	65	3,124	65	23	96	81	233	88	36	34	31
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# Market Demand Analysis

*Retail Sales Surplus / Leakage*

# Retail Sales Surplus / Leakage

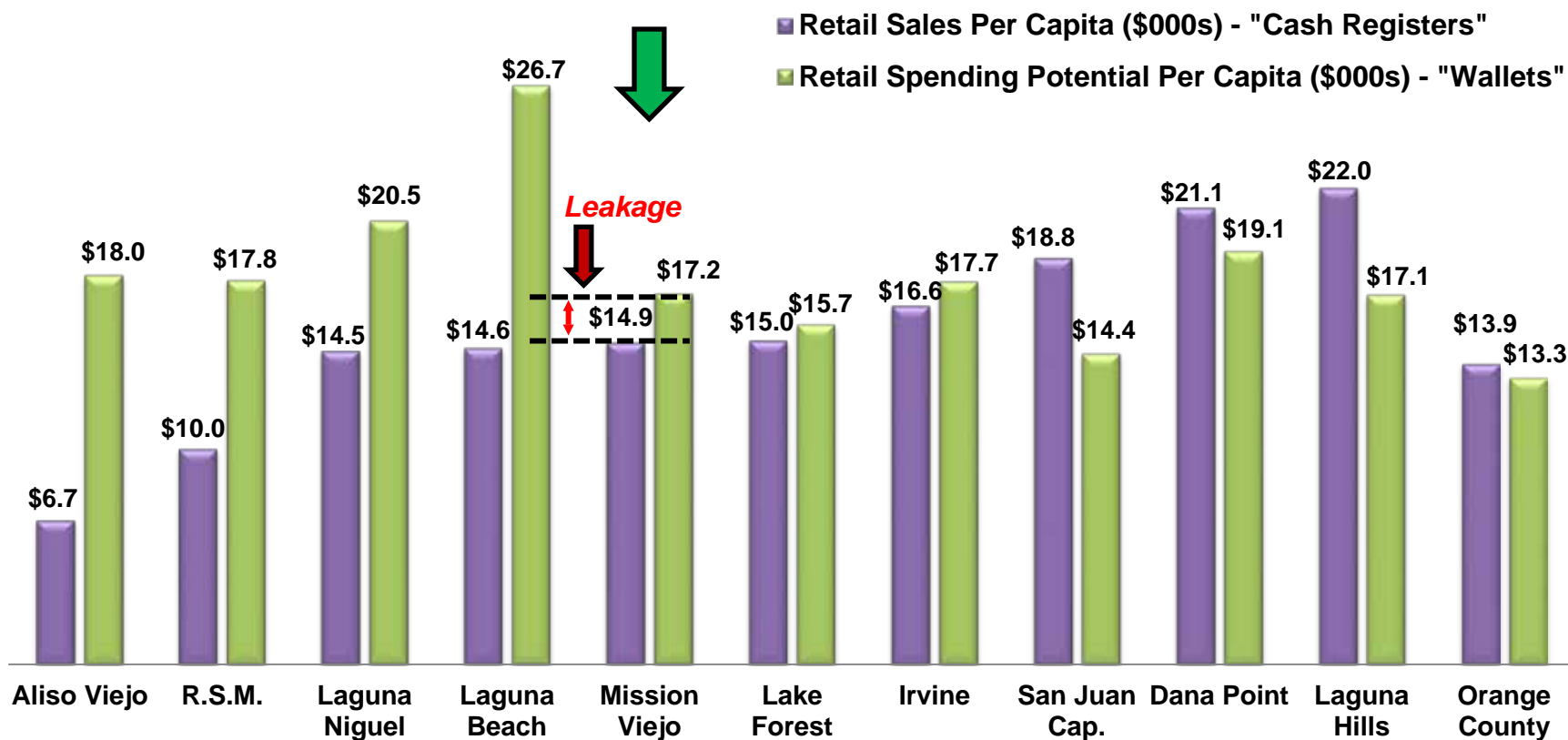
- Overall retail sales in the City are **lower** than retail spending potential based on households and average household income, suggesting that, overall, the City is likely leaking a significant portion of Mission Viejo resident retail purchases to other jurisdictions (i.e. sales **leakage**)
- Certain categories, however, are exhibiting a retail sales **surplus**, including:
  - Clothing & Clothing Accessories Stores
  - Furniture & Home Furnishings Stores
  - Electronics & Appliance Stores

**Note:** Includes estimated taxable and non-taxable retail sales

---

# Retail Sales Surplus / Leakage

## "Cash Registers vs. Wallets"



### Surplus/Leakage – Per Capita (\$Thousands), Total (\$Millions), and Percentage:

(\$11.3)	(\$7.8)	(\$6.0)	(\$12.1)	(\$2.3)	(\$0.8)	(\$1.1)	\$4.4	\$2.0	\$4.9	\$0.6
(\$566)	(\$379)	(\$387)	(\$284)	(\$217)	(\$61)	(\$265)	\$158	\$68	\$150	\$1,929
(63%)	(44%)	(29%)	(45%)	(13%)	(5%)	(6%)	31%	10%	29%	5%

**Note:** Spending potential based on number of households, average household income, and estimated percentage of income spent on retail goods and services

**Source:** ESRI, Dun & Bradstreet (2015)

# Retail Category Definitions

- **Shopper Goods / GAFO** *(General Merchandise, Apparel & Accessories, Furniture & Other Sales)*
  - Clothing & Clothing Accessories Stores
  - General Merchandise Stores
  - Furniture & Home Furnishings Stores
  - Health & Personal Care Stores
  - Sporting Goods, Hobby, Book & Music Stores
  - Electronics & Appliance Stores
  - Miscellaneous Store Retailers (incl. Office Supply)
- **Convenience Goods**
  - Food and Beverage (Grocery Stores)
  - Food Service and Drinking Places (Restaurants & Bars)
- **Heavy Commercial Goods**
  - Building Materials (Home Improvement)
  - Auto Dealers & Supplies
  - Gasoline / Service Stations
- Non-Store Retailers (e.g., Online Shopping & Mail-Order)

**Note:** Retail Categories delineated by NAICS / California Board of Equalization

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# Per Capita Retail Sales by Category

## City & Comparison Regions

Per Capita Retail Sales	Mission Viejo	Rancho San. Marg.	Laguna Niguel	Lake Forest	Irvine	San Juan Capistrano	Laguna Hills	Orange County
<b><u>Shopper Goods (GAFO):</u></b>								
Clothing & Clothing Accessories Stores	\$1,258	\$338	\$439	\$757	\$1,167	\$605	\$1,387	\$964
General Merchandise Stores	\$1,438	\$845	\$3,506	\$974	\$1,650	\$2,073	\$2,656	\$1,751
Furniture & Home Furnishings Stores	\$408	\$371	\$547	\$247	\$541	\$153	\$1,245	\$320
Health & Personal Care Stores	\$1,062	\$1,960	\$1,826	\$1,510	\$519	\$635	\$1,053	\$987
Sporting Goods, Hobby, Book, Music Stores	\$298	\$83	\$178	\$494	\$234	\$86	\$1,253	\$280
Electronics & Appliance Stores	\$758	\$92	\$309	\$367	\$797	\$244	\$1,977	\$405
Miscellaneous Store Retailers	\$361	\$375	\$173	\$562	\$525	\$446	\$383	\$376
<b>Total GAFO</b>	<b>\$5,584</b>	<b>\$4,064</b>	<b>\$6,978</b>	<b>\$4,911</b>	<b>\$5,432</b>	<b>\$4,242</b>	<b>\$9,953</b>	<b>\$5,084</b>
<b><u>Convenience Goods:</u></b>								
Food & Beverage Stores (Grocery)	\$1,388	\$2,732	\$1,929	\$1,680	\$1,727	\$1,895	\$2,752	\$1,712
Food Services & Drinking Places (Restaurants)	\$1,435	\$1,085	\$1,236	\$1,498	\$2,063	\$1,514	\$2,110	\$1,594
<b>Total Convenience</b>	<b>\$2,823</b>	<b>\$3,816</b>	<b>\$3,166</b>	<b>\$3,178</b>	<b>\$3,790</b>	<b>\$3,409</b>	<b>\$4,861</b>	<b>\$3,306</b>
<b><u>Heavy Commercial:</u></b>								
Bldg Materials, Garden Equip. Supply Stores	\$283	\$332	\$341	\$395	\$186	\$540	\$276	\$299
Motor Vehicle & Parts Dealers	\$2,410	\$1,677	\$3,402	\$2,596	\$2,954	\$7,116	\$1,534	\$2,782
Gasoline Stations	\$954	\$75	\$114	\$2,328	\$1,531	\$798	\$639	\$829
<b>Total Heavy Commercial</b>	<b>\$3,648</b>	<b>\$2,084</b>	<b>\$3,857</b>	<b>\$5,319</b>	<b>\$4,671</b>	<b>\$8,455</b>	<b>\$2,449</b>	<b>\$3,910</b>
Non-store Retailers	\$2,836	\$26	\$515	\$1,574	\$2,685	\$2,685	\$4,748	\$1,610
<b>Total Retail</b>	<b>\$14,891</b>	<b>\$9,991</b>	<b>\$14,516</b>	<b>\$14,982</b>	<b>\$16,577</b>	<b>\$18,791</b>	<b>\$22,011</b>	<b>\$13,909</b>

**Key:**  Indicates higher value for Mission Viejo  Indicates lower value for Mission Viejo

# Retail Sales Surplus / Leakage by Category

## City of Mission Viejo

Retail Category	Retail Spending Potential	Retail Sales	Retail Surplus/ (Leakage)	Percent Surplus/ (Leakage)
<b><i>Shopper Goods (GAFO):</i></b>				
Clothing & Clothing Accessories Stores	\$105,317,238	\$120,386,202	\$15,068,964	14.3%
General Merchandise Stores	\$214,308,545	\$137,597,149	(\$76,711,396)	(35.8%)
Furniture & Home Furnishings Stores	\$37,255,094	\$39,035,656	\$1,780,562	4.8%
Health & Personal Care Stores	\$116,589,987	\$101,584,474	(\$15,005,513)	(12.9%)
Sporting Goods, Hobby, Book & Music Stores	\$34,286,521	\$28,550,346	(\$5,736,175)	(16.7%)
Electronics & Appliance Stores	\$36,781,324	\$72,554,170	\$35,772,846	97.3%
Miscellaneous Store Retailers	\$45,194,242	\$34,536,537	(\$10,657,705)	(23.6%)
<b>Subtotal – GAFO</b>	<b>\$589,732,951</b>	<b>\$534,244,534</b>	<b>(\$55,488,417)</b>	<b>(9.4%)</b>
<b><i>Convenience Goods:</i></b>				
Food & Beverage Stores (Grocery)	\$258,567,166	\$132,818,031	(\$125,749,135)	(48.6%)
Food Services & Drinking Places (Restaurants)	\$169,823,921	\$137,283,172	(\$32,540,749)	(19.2%)
<b>Subtotal – Convenience</b>	<b>\$428,391,087</b>	<b>\$270,101,203</b>	<b>(\$158,289,884)</b>	<b>(36.9%)</b>
<b><i>Heavy Commercial Goods:</i></b>				
Bldg Materials, Garden Equip. & Supply Stores	\$50,707,926	\$27,122,121	(\$23,585,805)	(46.5%)
Motor Vehicle & Parts Dealers	\$293,315,188	\$230,600,985	(\$62,714,203)	(21.4%)
Gasoline Stations	\$122,975,287	\$91,291,679	(\$31,683,608)	(25.8%)
<b>Subtotal – Heavy Commercial</b>	<b>\$466,998,401</b>	<b>\$349,014,785</b>	<b>(\$117,983,616)</b>	<b>(25.3%)</b>
Non-store Retailers	\$156,396,026	\$271,391,695	\$114,995,669	73.5%
<b>Total Retail</b>	<b>\$1,641,518,465</b>	<b>\$1,424,752,217</b>	<b>(\$216,766,248)</b>	<b>(13.2%)</b>

# Retail Sales Leakage Categories and Supportable SF

Retail Sales Leakage Categories	Retail Sales Leakage	Estimated Sales PSF	Estimated Supportable SF
General Merchandise Stores	\$76,711,396	\$300	255,705 SF
Health & Personal Care Stores	\$15,005,513	\$400	37,514 SF
Sporting Goods, Hobby, Book & Music Stores	\$5,736,175	\$400	14,340 SF
Miscellaneous Store Retailers	\$10,657,705	\$400	26,644 SF
Food & Beverage Stores (Grocery)	\$125,749,135	\$400	314,373 SF
Food Services & Drinking Places (Rest. / Bars)	\$32,540,749	\$400	81,352 SF
Bldg Materials, Garden Equip. & Supply Stores	\$23,585,805	\$400	58,965 SF
Motor Vehicle & Parts Dealers	\$62,714,203	\$1,200	52,262 SF
Gasoline Stations	\$31,683,608	\$800	39,605 SF
<b>Total Sales Leakage Categories</b>	<b>\$384,384,289</b>		<b>880,759 SF</b>

- ~881,000 SF of retail supported by existing sales leakage
- Important to consider ~152,000 SF of vacant retail space within the City (as of Q1 2015 as estimated by Avison Young and CoStar)

# Surplus/Leakage Summary by Category

## Surplus Retail Categories

- Clothing & Clothing Accessories Stores
- Furniture & Home Furnishings Stores
- Electronics & Appliance Stores
- Nonstore Retailers

## Leakage Retail Categories

- General Merchandise Stores
- Health & Personal Care Stores
- Sporting Goods, Hobby, Book & Music Stores
- Miscellaneous Store Retailers
- Food & Beverage Stores
- Food Services & Drinking Places
- Bldg Materials, Garden Equip. & Supply Stores
- Motor Vehicle & Parts Dealers
- Gasoline Stations



## 2. Strategy

- a) Trade Area Retailer Voids
- b) Opportunity Site Assessment

# Trade Area Retailer Voids

# Summary: Retailer Voids

- Retailer voids were evaluated for all major retail categories within the City and larger trade area
- Potential voids include [fitness](#), [casual and other restaurants](#), [wholesale](#), and other retailers

# Major Shopping Center Map

## Mission Viejo Trade Area



Source: Sites USA; Directory of Major Malls (2015)

# National Retailer Voids

*(within City Limits)*

## Auto Parts Tires

Big O Tires  
 CARQUEST  
 Firestone  
 Goodyear  
 NAPA  
 Pep Boys

## Book Stores

Barnes & Noble  
 Deseret Book

## Clothing Apparel

American Eagle Outfitters  
 Ann Taylor Factory  
 Ann Taylor Loft Outlet  
 Anthropologie  
 Avenue  
 Buckle  
 Catherines  
 Citi Trends  
 dd's DISCOUNTS  
 Dress Barn  
 Factory 2-U  
 Fallas Paredes  
 Hollister Co.

## Clothing Apparel (Cont'd.)

Lane Bryant  
 Last Call  
 Loehmann's  
 New York & Company  
 Nordstrom Rack  
 Rainbow  
 Rue21  
 Saks OFF 5TH  
 The Limited  
 Tilly's  
 Urban Outfitters

## Computers Electronic

Fry's Electronics  
 RadioShack

## Convenience Stores

BP  
 Exxon  
 Mobil  
 Sinclair  
 Texaco  
 Valero

## Craft Fabric Stores

Hobby Lobby  
 Jo-Ann

## Department Stores

Barneys New York  
 Bloomingdale's  
 Dillard's  
 JCPenney  
 Neiman Marcus  
 Saks Fifth Avenue

## Discount Department Stores

David's Bridal  
 Kmart  
 Kohl's  
 Marshalls  
 Ross  
 Sears  
 SuperTarget  
 Wal-Mart  
 Wal-Mart Supercenter

## Dollar Stores

99 Cent Only  
 Dollar General  
 Family Dollar  
 Just-A-Buck

## Drug Stores

Rite Aid

**Note:** List to be refined for targeting purposes by City and Consultant Team

**Source:** Sites USA (2015)

# National Retailer Voids

*(within City Limits)*

## Fitness

Anytime Fitness  
Crunch  
Curves For Women  
Equinox Fitness  
Gold's Gym  
In-Shape  
Lifetime Fitness  
Planet Fitness  
Powerhouse Gym  
Spectrum Athletic Clubs  
World Gym

## Furniture Household

Anna's Linens  
Ashley Furniture  
Bassett  
Crate and Barrel  
Ethan Allen  
HomeGoods  
IKEA  
Jennifer Convertibles  
LAMPS PLUS  
Relax The Back  
Sur La Table  
The Container Store  
Thomasville

## Grocery Stores

Cardenas  
El Super  
Food 4 Less  
fresh&easy  
H Mart  
Jons Marketplace  
Neighborhood Market  
Northgate Market  
Stater Bros.  
Superior Grocers  
Top Valu Market  
Vallarta Supermarkets  
Vons  
Whole Foods  
WinCo Foods

## Health Beauty

Cost Cutters  
Great Clips  
Sally Beauty Supply  
ULTA

## Home Improvement

Ace Hardware  
Do It Best  
Dunn-Edwards  
Kelly-Moore  
Lowe's  
Orchard  
Sherwin-Williams

## Office Supply

Office Depot  
Staples

## Pet Stores

PetsMart

## Shoes Footwear

Famous Footwear  
Foot Locker  
Johnston & Murphy  
Nike  
Nine West  
Nine West Outlet  
Off Broadway

## Sporting Goods

Big 5  
Champs Sports  
Dick's  
Golfsmith  
REI

## Wholesale

Costco  
Sam's Club

## Wireless Stores

Cricket  
Sprint  
Verizon Wireless

**Note:** List to be refined for targeting purposes by City and Consultant Team

**Source:** Sites USA (2015)

# National Retailer Voids – Restaurants

*(within City Limits)*

## Bakery Bagels

Bruegger's  
Corner Bakery  
Manhattan Bagel  
Noah's

## Casual

Another Broken Egg  
Applebee's  
BJ's Restaurant & Brewery  
Bonefish Grill  
Brio  
Buca Di Beppo  
Buffalo's Southwest Cafe  
Cafe Rio  
Capital Grille  
Carino's  
Chart House  
Chevys  
Costa Vida  
Dickey's  
Elephant Bar  
Famous Dave's  
Fleming's  
Fuddruckers  
Golden Corral  
Hooters  
IHOP  
Joe's Crab Shack  
Johnny Rockets  
Macaroni Grill

## Casual (Cont'd.)

Maggiano's  
Marie Callender's  
McCormick & Schmick's  
Mimis Cafe  
Morton's  
Olive Garden  
Outback Steakhouse  
Pei Wei  
Qdoba  
Rainforest Cafe  
Red Lobster  
Red Robin  
Ruth's Chris  
Ryan's  
Samurai Sam's  
Sizzler  
T.G.I. Friday's

## Coffee Donuts

Peet's  
The Coffee Bean  
Tully's Coffee  
Winchell's

## Fast Food Major

Arby's  
Burger King  
KFC  
Wendy's

## Fast Food Minor

A&W  
Boston Market  
Church's Chicken  
In-N-Out  
Long John Silver's  
Popeyes  
Rally's  
Steak n Shake  
Wiener Schnitzel  
Wing Stop

## Ice Cream Smoothie

Ben & Jerry's  
Carvel  
Froots  
Juice It Up!  
NRgize  
Orange Julius  
Pinkberry  
Red Mango  
Robeks  
Smoothie King  
Surf City Squeeze  
TCBY

## Pizza

Chuck E. Cheese's  
Hungry Howie's  
Papa Murphy's  
Pizza Patron  
Rosati's  
Sbarro  
Shakeys

## Sandwich

Blimpie  
Capriotti's  
Firehouse Subs  
Great Steak  
Quiznos  
Sandella's Flatbread  
Schlotzsky's Deli  
Which Wich

**Note:** List to be refined for targeting purposes by City and Consultant Team

**Source:** Sites USA (2015)

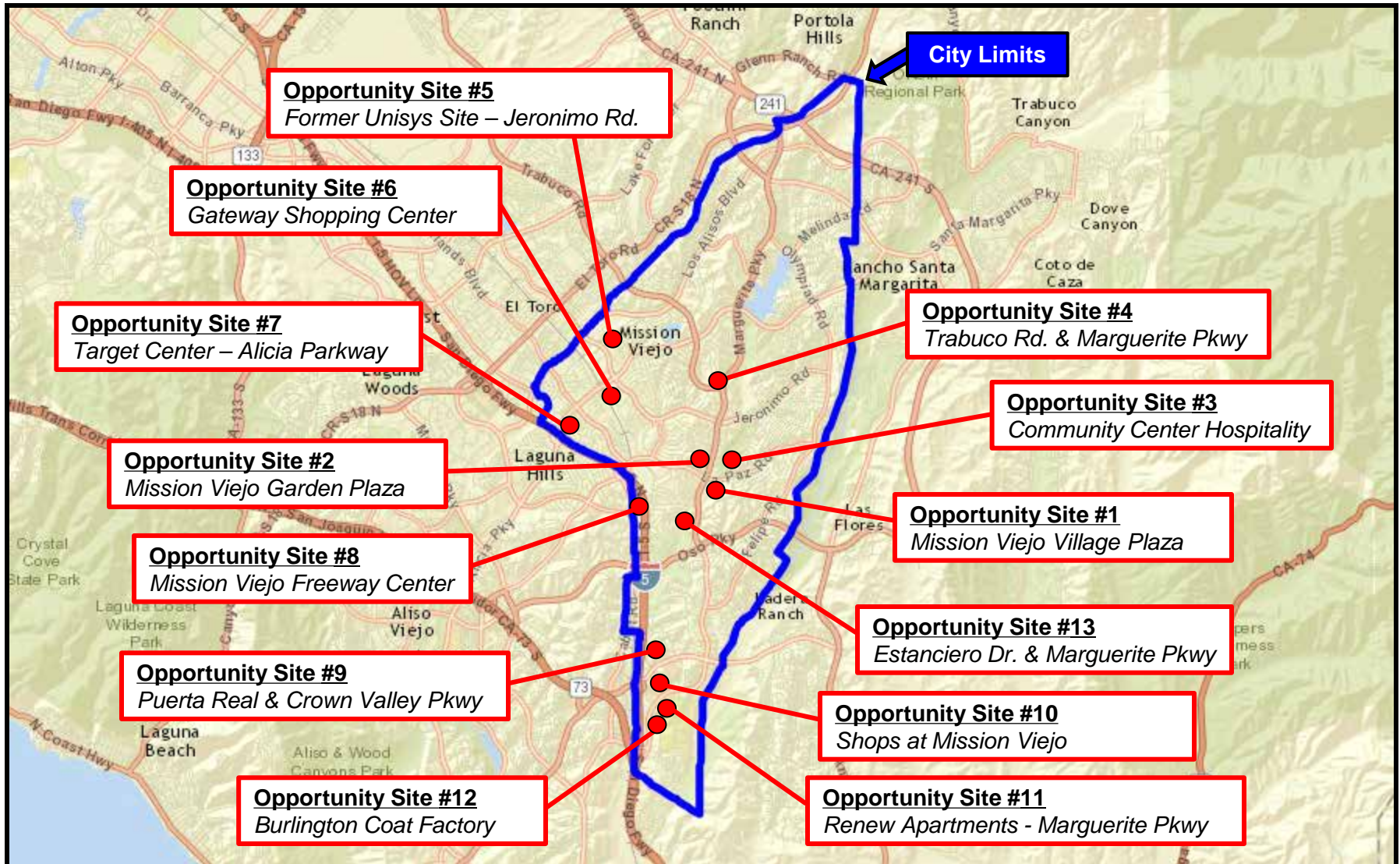
# Opportunity Site Assessment



# Opportunity Site Assessment

- Several locations within City were emphasized by the City and evaluated by the City/Consultant Team as potential Opportunity Sites for retail and other development
- Strengths, Challenges, and Opportunities were assessed for the Opportunity Sites in consideration of development feasibility

# Opportunity Site Overview



**Note:** Potential opportunity sites listed in no particular order

**Source:** ESRI (2015)

# Opportunity Site #1

## Mission Viejo Village Plaza

- Approx. 28.6 acres
- Approx. 231,000 SF buildings
- Various private ownerships
- Zoned Community Commercial (CC)



### Strengths

- Strong intersection at Marguerite Parkway and La Paz Road
- Directly adjacent to civic center
- Adjacent open space and trails
- Strong household incomes
- Commercial zoning

### Challenges

- Fragmented ownership
- Aging exterior
- Unused parking in rear, poor traffic circulation

### Opportunities

- **Potential revitalization, including improved parking and circulation**
- **Potential mixed-use redevelopment with residential**



# Opportunity Site #2

## Mission Viejo Garden Plaza

- Approx. 5.2 acres
- Approx. 54,000 SF buildings
- Owned by VR Garden Plaza LLC
- Zoned Office Professional (OP)



### Strengths

- Strong intersection at Marguerite Parkway and La Paz Road
- Directly adjacent to civic center and robust retail
- Strong household incomes

### Challenges

- Steep grade

### Opportunities

- **Potential mixed-use development with residential**

# Norman P. Murray Center – Potential Hospitality

- Potential hospitality opportunity in the vicinity of Norman P. Murray Center
- Community Facility land use surrounded by Recreation / Open Space uses (Oso Viejo Community Park)



## Strengths

- Proximity to major intersection at Marguerite Parkway and La Paz Road
- Significant athletic and other community center events, pedestrian traffic
- Strong household incomes

## Challenges

- Location

## Opportunities

- **Potential hotel development**
- **Improved parking (e.g. structure)**

# Retail Vacancy – Trabuco Road & Marguerite Parkway

- Approx. 3.5 acres
- Approx. 38,000 SF buildings
- Owned by CP Marguerite MV LLC and Wayne C. Reither
- Zoned Commercial Neighborhood (CN)



## Strengths

- Signalized intersection at Marguerite Pkwy. & Trabuco Rd.
- Commercial zoning
- Strong household incomes

## Challenges

- Existing vacancy
- 3-way intersection (effectively)

## Opportunities

- **Potential re-tenanting**



# Opportunity Site #5

## Old Unisys Site – Jeronimo Road

- Approx. 26.9 acres
- Owned by MV Universal LLC
- Zoned Business Park (BP)



### Strengths

- Large parcel adjacent to existing retail (Target)
- Strong household incomes

### Challenges

- Access
- Visibility
- Environmental conditions

### Opportunities

- **Potential mixed-use development**

# Opportunity Site #6

## Gateway Shopping Center

- Approx. 8.6 acres
- Approx. 80,000 SF buildings
- Owned by Gateway Garp LLC
- Zoned Commercial Neighborhood (CN)



### Strengths

- Signalized intersection at Alicia Pkwy & Jeronimo Rd
- Adjacent retail uses
- Strong household incomes

### Challenges

- Vacancy on west portion
- Parking / circulation
- Easement

### Opportunities

- **Potential re-tenanting**



# Target Center – Alicia Parkway and I-5 Freeway

- Approx. 10.1 acres
- Approx. 113,000 SF Target
- Owned by Target Corp
- Zoned Community Commercial (CC)



## Strengths

- Freeway intersection at I-5 and Alicia Parkway
- Adjacent supporting retail
- Commercial zoning
- Strong household incomes

## Challenges

- Unused parking fields (former garden center)

## Opportunities

- **Potential revitalization, more efficient parking**
- **Potential mixed-use development with residential**

# Mission Viejo Freeway Center – I-5 and El Paseo

- Approx. 30+ acres
- Multiple big box retail users
- Multiple private ownerships
- Zoned Commercial Highway (CH)



## Strengths

- Freeway-oriented retail along I-5
- High concentration of retail
- Commercial zoning
- Strong household incomes

## Challenges

- Access
- Previous big box vacancies

## Opportunities

- **Potential property revitalization, site improvements, improved signage**

# Opportunity Site #9

## *Puerta Real & Crown Valley Parkway*

- Approx. 5.5 acres
- Approx. 40,000 SF buildings
- Owned by Lester C. Smull
- Zoned Commercial Highway (CH)



### Strengths

- I-5 Freeway visibility and access
- Signalized intersection at Puerta Real & Crown Valley Pkwy
- Adjacent retail at Kaleidoscope
- Strong household incomes

### Challenges

- Occupied existing center

### Opportunities

- **Potential revitalization / mixed-use development (e.g. hotel) with freeway exposure**



# Opportunity Site #10

## *Shops at Mission Viejo*

- Approx. 67 acres
- Approx. 1,150,000 SF buildings
- Owned by Shops at Mission Viejo LLC, Macys California Inc.
- Zoned Commercial Regional (CR)



### Strengths

- Regional retail shopping destination
- I-5 Freeway visibility and access
- Strong household incomes

### Challenges

- Institutional owner

### Opportunities

- **Mall expansion**

# Opportunity Site #11

## Renew Apartments – Marguerite Parkway

- Approx. 23.3 acres
- Owned by South Orange County Community College District
- Zoned Residential 30 (14-30 DU / AC)



### Strengths

- Access from I-5 Freeway
- On-site residential and adjacent retail and educational uses
- Strong household incomes

### Challenges

- Residential relocation

### Opportunities

- **Potential development of on-site retail component**

*Burlington Coat Factory – Marguerite Parkway*

- Approx. 6.9 acres
- Approx. 40,000 SF buildings
- Owned by David L. Horowitz, Thomas Horowitz Trust
- Zoned Commercial Highway (CH)



### Strengths

- Access from I-5 Freeway
- Signalized intersection at Avery Pkwy & Marguerite Pkwy
- Strong household incomes

### Challenges

- Long-term master lease, potential underutilization

### Opportunities

- **Potential revitalization**



# Opportunity Site #13

## Estanciero Dr. & Marguerite Pkwy

- Approx. 1.4 acres
- Approx. 16,000 SF buildings
- Owned by Nabil Karabetian
- Zoned Commercial Community (CC)



### Strengths

- Signalized intersection at Estanciero Dr. & Marguerite Pkwy
- Nearby retail and restaurants
- Strong household incomes

### Challenges

- Small site footprint

### Opportunities

- **Potential revitalization**

# Summary of Findings



# Summary of Findings

## Demographics & Employment

- Well-educated, affluent, relatively older population employed in white collar jobs
- Low unemployment, with residents employed in Irvine, Los Angeles, Santa Ana, within Mission Viejo, and other cities

## Retail & Industry Retention & Recruitment

- **Low retail vacancy** compared to South O.C. and total County averages
- City experiencing minor overall **leakage** of retail sales, but performs **above average** relative to the County average in terms of retail sales per capita
- Higher performing retail categories include **grocery, electronics & appliances,** and **miscellaneous retail** sales, while lower performing retail categories include **apparel, restaurants and bars,** and **sporting goods**

## Economic Development without Redevelopment

- Dissolution of redevelopment agencies will continue to have a negative effect on most California Cities and impact to health of general fund
- Alternative economic tools should be explored for Mission Viejo to retain and improve tax base and facilitate potential public-private transactions

# Questions / Comments

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Thank You

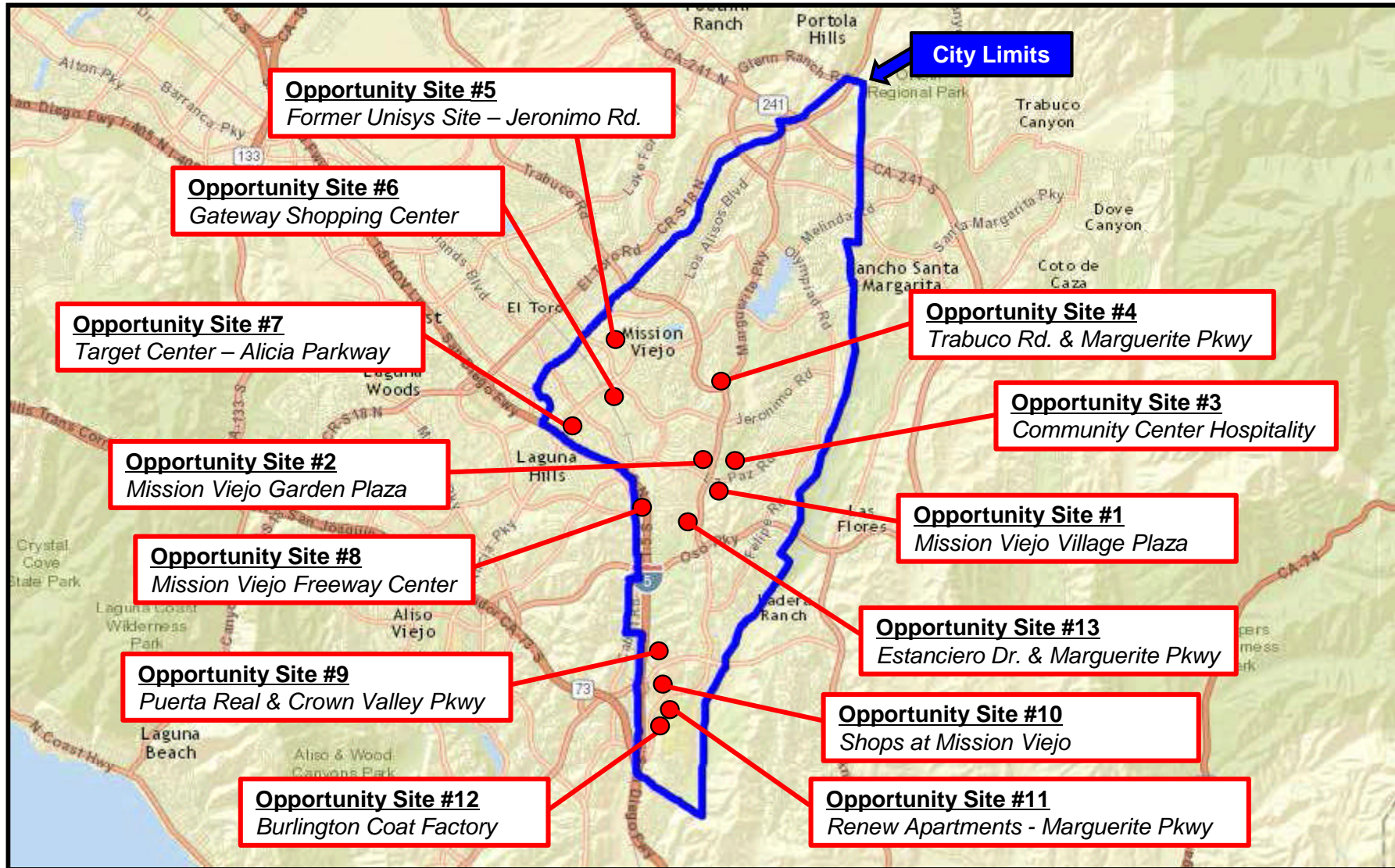
## 2. Strategy

# Opportunity Site Assessment

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- Several locations within City were emphasized by the City and evaluated by the City/Consultant Team as potential Opportunity Sites for retail and other development
- Strengths, Challenges, and Opportunities were assessed for the Opportunity Sites in consideration of development feasibility

# Opportunity Site Overview



**Note:** Potential opportunity sites listed in no particular order

**Source:** ESRI (2015)



# Opportunity Site #1

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- Approx. 28.6 acres
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Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Strong intersection at Marguerite Parkway and La Paz Road</li> <li>• Directly adjacent to civic center</li> <li>• Adjacent open space and trails</li> <li>• Strong household incomes</li> <li>• Commercial zoning</li> </ul>	<ul style="list-style-type: none"> <li>• Fragmented ownership</li> <li>• Aging exterior</li> <li>• Unused parking in rear, poor traffic circulation</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential revitalization, including improved parking and circulation</b></li> <li>• <b>Potential mixed-use redevelopment with residential</b></li> </ul>

# Opportunity Site #2

## Mission Viejo Garden Plaza

- Approx. 5.2 acres
- Approx. 54,000 SF buildings
- Owned by VR Garden Plaza LLC
- Zoned Office Professional (OP)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Strong intersection at Marguerite Parkway and La Paz Road</li> <li>• Directly adjacent to civic center and robust retail</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Steep grade</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential mixed-use development with residential</b></li> </ul>

# Opportunity Site #3

## Norman P. Murray Center – Potential Hospitality

- Potential hospitality opportunity in the vicinity of Norman P. Murray Center
- Community Facility land use surrounded by Recreation / Open Space uses (Oso Viejo Community Park)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Proximity to major intersection at Marguerite Parkway and La Paz Road</li> <li>• Significant athletic and other community center events, pedestrian traffic</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Location</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential hotel development</b></li> <li>• <b>Improved parking (e.g. structure)</b></li> </ul>



# Opportunity Site #4

## Retail Vacancy – Trabuco Road & Marguerite Parkway

- Approx. 3.5 acres
- Approx. 38,000 SF buildings
- Owned by CP Marguerite MV LLC and Wayne C. Reither
- Zoned Commercial Neighborhood (CN)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Signalized intersection at Marguerite Pkwy. &amp; Trabuco Rd.</li> <li>• Commercial zoning</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Existing vacancy</li> <li>• 3-way intersection (effectively)</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential re-tenanting</b></li> </ul>

# Opportunity Site #5

## Old Unisys Site – Jeronimo Road

- Approx. 26.9 acres
- Owned by MV Universal LLC
- Zoned Business Park (BP)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Large parcel adjacent to existing retail (Target)</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Access</li> <li>• Visibility</li> <li>• Environmental conditions</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential mixed-use development</b></li> </ul>



# Opportunity Site #6

## Gateway Shopping Center

- Approx. 8.6 acres
- Approx. 80,000 SF buildings
- Owned by Gateway Garp LLC
- Zoned Commercial Neighborhood (CN)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Signalized intersection at Alicia Pkwy &amp; Jeronimo Rd</li> <li>• Adjacent retail uses</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Vacancy on west portion</li> <li>• Parking / circulation</li> <li>• Easement</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential re-tenanting</b></li> </ul>

# Opportunity Site #7

## Target Center – Alicia Parkway and I-5 Freeway

- Approx. 10.1 acres
- Approx. 113,000 SF Target
- Owned by Target Corp
- Zoned Community Commercial (CC)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Freeway intersection at I-5 and Alicia Parkway</li> <li>• Adjacent supporting retail</li> <li>• Commercial zoning</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Unused parking fields (former garden center)</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential revitalization, more efficient parking</b></li> <li>• <b>Potential mixed-use development with residential</b></li> </ul>



# Opportunity Site #8

## Mission Viejo Freeway Center – I-5 and El Paseo

- Approx. 30+ acres
- Multiple big box retail users
- Multiple private ownerships
- Zoned Commercial Highway (CH)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Freeway-oriented retail along I-5</li> <li>• High concentration of retail</li> <li>• Commercial zoning</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Access</li> <li>• Previous big box vacancies</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential property revitalization, site improvements, improved signage</b></li> </ul>

# Opportunity Site #9

## *Puerta Real & Crown Valley Parkway*

- Approx. 5.5 acres
- Approx. 40,000 SF buildings
- Owned by Lester C. Smull
- Zoned Commercial Highway (CH)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• I-5 Freeway visibility and access</li> <li>• Signalized intersection at Puerta Real &amp; Crown Valley Pkwy</li> <li>• Adjacent retail at Kaleidoscope</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Occupied existing center</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential revitalization / mixed-use development (e.g. hotel) with freeway exposure</b></li> </ul>

# Opportunity Site #10

## *Shops at Mission Viejo*

- Approx. 67 acres
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- Zoned Commercial Regional (CR)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Regional retail shopping destination</li> <li>• I-5 Freeway visibility and access</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Institutional owner</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Mall expansion</b></li> </ul>



# Opportunity Site #11

## *Renew Apartments – Marguerite Parkway*

- Approx. 23.3 acres
- Owned by South Orange County Community College District
- Zoned Residential 30 (14-30 DU / AC)



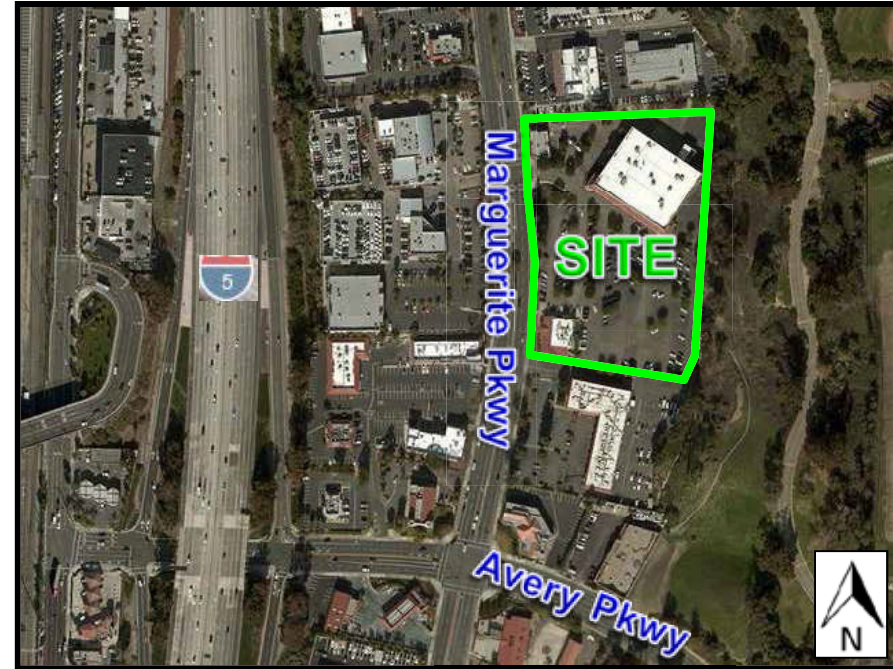
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# Opportunity Site #12

## *Burlington Coat Factory – Marguerite Parkway*

- Approx. 6.9 acres
- Approx. 40,000 SF buildings
- Owned by David L. Horowitz, Thomas Horowitz Trust
- Zoned Commercial Highway (CH)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Access from I-5 Freeway</li> <li>• Signalized intersection at Avery Pkwy &amp; Marguerite Pkwy</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Long-term master lease, potential underutilization</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential revitalization</b></li> </ul>

# Opportunity Site #13

## *Estanciero Dr. & Marguerite Pkwy*

- Approx. 1.4 acres
- Approx. 16,000 SF buildings
- Owned by Nabil Karabetian
- Zoned Commercial Community (CC)



Strengths	Challenges	Opportunities
<ul style="list-style-type: none"> <li>• Signalized intersection at Estanciero Dr. &amp; Marguerite Pkwy</li> <li>• Nearby retail and restaurants</li> <li>• Strong household incomes</li> </ul>	<ul style="list-style-type: none"> <li>• Small site footprint</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Potential revitalization</b></li> </ul>

# Summary of Findings

# Summary of Findings

## Demographics & Employment

- Well-educated, affluent, relatively older population employed in white collar jobs
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- **Low retail vacancy** compared to South O.C. and total County averages
- City experiencing minor overall **leakage** of retail sales, but performs **above average** relative to the County average in terms of retail sales per capita
- Higher performing retail categories include **grocery, electronics & appliances,** and **miscellaneous retail** sales, while lower performing retail categories include **apparel, restaurants and bars,** and **sporting goods**

## Economic Development without Redevelopment

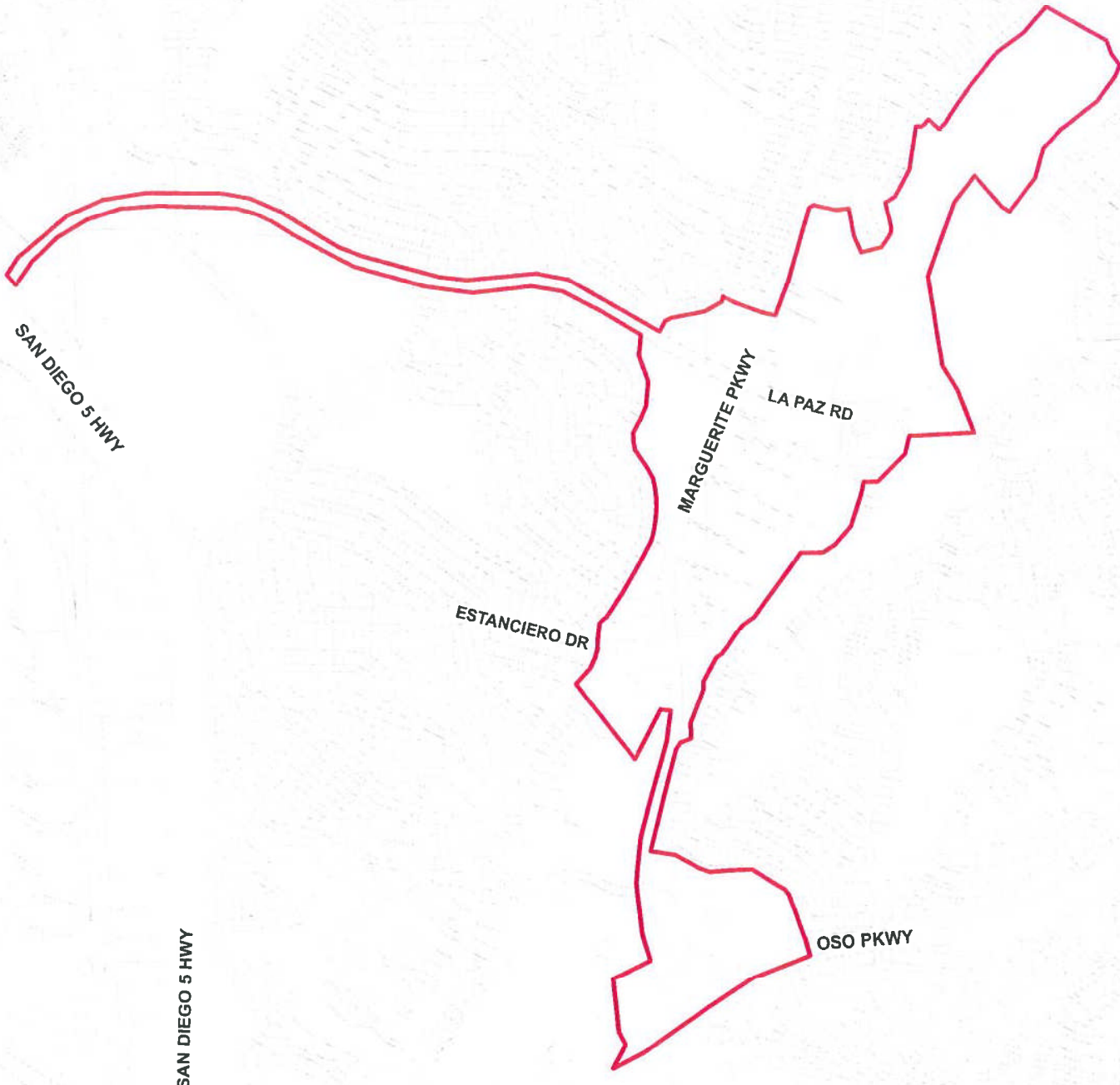
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# Questions / Comments


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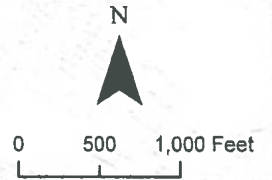
Thank You

# Mission Viejo Civic Core Area



**Legend**

 Civic Core Area







July 1, 2015

Dennis Wilberg  
City Manager  
City of Mission Viejo  
200 Civic Center  
Mission Viejo, CA 92691

**Re: Proposal for Kosmont Retail NOW!<sup>®</sup> Advisory Services**

Dear Mr. Wilberg:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal to the City of Mission Viejo ("City" or "Client") for Kosmont Retail NOW!<sup>®</sup> advisory services. This proposal serves as an agreement ("Agreement").

## **I. BACKGROUND AND OBJECTIVE**

Kosmont was retained by the City in March 2015 for the preparation of a Citywide Retail Market Analysis and Strategy ("Retail Strategy"). The purpose of the Retail Strategy was to evaluate existing retail market conditions, potential Opportunity Sites, and provide recommended strategies to successfully promote economic growth, an improved tenant mix, and related increased fiscal revenues for the City.

The Retail Strategy was presented to the City's Economic Development Committee ("EDC") in June 2015, and Kosmont was subsequently requested to provide assistance to the City related to the implementation of the Retail Strategy. Kosmont proposes the following Scope of Services accordingly.

## **II. SCOPE OF SERVICES**

### **Task 1: Opportunity Site Implementation Assistance**

1a. Based on the Retail Strategy and the City's direction on which Opportunity Sites are of the highest priority (no more than three), Kosmont will assist the City in the implementation of property redevelopment / revitalization for the high priority Retail Opportunity Sites. Kosmont will review existing ownership, zoning, and other conditions and outline site-specific retail strategies, including the targeting of potential retailers / businesses, developers, hotel operators, and/or other potential private sector users. Kosmont will consider the ability of potential tenants to generate tax revenue for the city, create jobs, and fill "voids" identified during the Retail Strategy evaluation.

1b. For the high priority Opportunity Sites, Kosmont will coordinate with relevant property owners / stakeholders, prepare high-level development pro forma and financial feasibility analysis, and evaluate potential fiscal revenue impacts and economic benefits (e.g., job creation) as deemed appropriate by Kosmont and City.

1c. For the high priority Opportunity Sites, Kosmont will identify relevant possible funding sources, financing structures, and/or other economic development tools, such as, but not limited to, zoning strategies (e.g. Specific Plan with Development Opportunity Reserve, or "DOR"), special districts (e.g., Enhanced Infrastructure Financing Districts, or "EIFD"), grants, public (tax-exempt) or public/private (taxable/tax-exempt) bonds or notes, lease or lease/leaseback financing, and/or site-specific tax revenue pledges.

1d. For the high priority Opportunity Sites, Kosmont efforts will include the preparation of site-specific marketing flyers and assistance in the outreach and recruitment of targeted retailers / businesses and/or developers, consisting of telephone and e-mail outreach, arranging meetings / property tours, attendance and representation at International Council of Shopping Centers ("ICSC") and/or other retail conferences, and/or other recruiting activities as may be appropriate to solicit interest in the high priority Opportunity Sites.

1e. If deemed appropriate by Kosmont and City, Kosmont will coordinate and collaborate with third party architecture firms (to be retained under separate agreement by the City) for conceptual site planning tasks as deemed relevant by City and Kosmont for high priority Opportunity Site(s).

## **Task 2: Meeting and/or Presentation Assistance**

Kosmont will participate in EDC and/or other committee/community meetings as deemed appropriate by City and Kosmont, including presentation of relevant findings, strategies, and/or progress updates.

## **Task 3: As-Needed Retail and Economic Development Activities**

Kosmont will assist with other as-needed economic development activities not included in Tasks 1 and 2 above, such as drafting of City website content related to economic development and/or other tasks related to Citywide economic development marketing.

## **Potential Future Services**

Tasks 1 through 3 are not meant to represent comprehensive implementation of the Retail Strategy, but rather the initiation of implementation efforts referenced above. Kosmont will be available to assist in the further implementation of the Retail Strategy, such as further retailer / business outreach and recruitment, project-specific developer solicitation and selection activities (Request for Qualifications / Proposals), public-private transaction structuring and negotiations, special district formation (e.g., EIFD), and/or



other tasks 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. 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 3 is estimated below to be billed on a time and materials basis.

<i>Task</i>	<i>Estimated Budget</i>
1. Retail Opportunity Site Implementation Assistance	\$30,000
2. Meeting and/or Presentation Assistance	\$5,000
3. As-Needed Retail and E.D. Activities	\$5,000
<b>Estimated Total (Time and Materials)</b>	<b>\$40,000</b>

Task budgets may be re-allocated between tasks as deemed appropriate by Consultant in order to adequately provide services to City. Future increases in budget will require approval by Client in advance. Budget may be increased by Client request at any time.

Compensation for services outlined above will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at Kosmont's normal mileage reimbursement rate of 57.5 cents per mile), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

**Disclosure: Kosmont Realty Corporation ("KRC"): Compensation for possible future transaction-based services.**



The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation formats for such services. This disclosure is not intended to commit the Client.

When public agency assignments involve real estate/property brokerage or public financing transactions on behalf of the public agency, such transaction based services are typically provided by Kosmont Realty Corporation ("KRC") which is a licensed California brokerage firm (#01770428) and a registered municipal advisor with the Securities Exchange Commission (SEC). Compensation for KRC's transactional services are typically brokerage commissions for property and lease transactions, and/or success/broker fees for financial advisory ("FA")/loan broker services.

KRC also provides Broker Opinions of Value (BOV) services on a fixed fee basis.

## V. OTHER PROVISIONS

**A. Termination.** Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

**B. Arbitration.** Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

**C. Attorneys' Fees.** In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.



**D. Authority.** Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

**E. Further Actions.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

**F. Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

**G. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**H. Entire Agreement; Amendments and Waivers.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

**I. Severability.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

**J. Notices.** All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

**K. Titles and Captions.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

**L. Governing Law.** The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.



**M. Confidentiality.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

**N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

**O. Disclaimer.** Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

**P. Limitation of Damages.** In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

**Q. Expiration of Proposal for Services.** If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

**R. Not an agreement for Legal Services or Legal Advice.** This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[ signature page follows ]

**VI. ACCEPTANCE AND AUTHORIZATION**

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

\_\_\_\_ Day of \_\_\_\_\_ 2015

**City of Mission Viejo, California**

**Kosmont & Associates, Inc.**  
doing business as "Kosmont Companies"

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Name: Larry J. Kosmont, CRE

Its: \_\_\_\_\_  
(Title)

Its: President & CEO



# City of Mission Viejo

## Memorandum

Date: August 19, 2015

To: City Council Members

From: Elaine Lister, Director of Community Development

**Subject: Economic Development Committee Meeting of August 21, 2015**

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Attached please find a copy of the staff report that will be presented to the Economic Development Committee on Friday, August 21, 2015.





# City of Mission Viejo

## Economic Development Committee Memorandum

Date: August 17, 2015

To: Economic Development Committee

From: Elaine Lister, Director of Community Development,  
through Dennis Wilberg, City Manager

For: Economic Development Committee Meeting of August 21, 2015

**Subject: Next Steps & Follow-Up from the June 26, 2015 Economic Development Committee Meeting**

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### **Recommended Action:**

1. Confirm Site Prioritization as outlined in Task 1 below;
2. Direct staff to prepare an RFP for a Specific Plan for Civic Core Opportunity Site; and
3. Provide recommendation on Policy Questions and forward to City Council for further consideration and concurrence.

### **Discussion:**

In follow-up to the June 26, 2015, Economic Development Committee meeting, the City Council entered into a not-to-exceed \$40,000 contract with Kosmont Companies for economic development implementation services. The primary components involved in this Agreement are as follows:

1. Retail opportunity site implementation assistance (\$30,000)
2. Meeting/ presentation assistance (as needed) (\$5,000)
3. As needed retail & economic development activities(\$5000)

In conjunction with the Kosmont Agreement, staff has developed a list of tasks that are seen as important in moving forward with implementation of economic development activities. These are outlined as follows:

### **Task 1**

An important first step is to prioritize the 13 "Opportunity Sites" identified Kosmont's June 2015 Retail Market Analysis and Strategy. These 13 sites are identified as *Attachment 1* for reference. After further assessing these 13 sites, staff recommends the following order of priority:

PRIORITY #1 – Opportunity Sites 1, 2, 3 & 13, as well as the Eaves (formerly Avalon) apartment complex (located immediately north of the Elk’s lodge on Marguerite Parkway) and south to Oso parkway, and including La Paz Road to the freeway – and referenced collectively as the “Civic Core Opportunity Site” **and** Opportunity Site #5, former Unisys site

PRIORITY #2 – All remaining sites identified in Kosmont’s Opportunity Site Overview. Revitalization of these sites will be “developer driven.”

**Task 2**

In order to encourage and facilitate potential revitalization of the Civic Core Opportunity Site, direct staff to prepare an RFP for development of Specific Plan, including possible visioning effort, economic feasibility study, and zoning incentives, for the area.

**Task 3**

In order to obtain input and direction from City Council as the economic development implementation process moves forward, there are a number of policy question which should be posed to the Council. At this point staff is asking for input from the Economic Development Committee regarding the following questions:

- Is the City open to allowing **mixed use development (including housing)** in the Priority sites?
- Is the City willing to offer **Zoning incentives? These include:**
  - Increased density?
  - Parking reduction?
  - Reduced setbacks?
  - Increased height allowance?
- Is the City willing to consider various **financial incentives** such as public – tax exempt/ or public/private (taxable- tax exempt bonds) etc?
- Upfront/ Streamlined **Environmental Review (CEQA)**?

Once the Economic Development Committee develops a recommendation on Policy questions, the Committee should forward this recommendation to the City Council for consideration and concurrence.

Attachments:

- 1) “Opportunity Sites” prepared by Kosmont Companies in the Retail Markey Analysis Strategy dated June 2015.
- 2) Excerpt from City of Mission Viejo General Plan: Specific Plan Study Area (Civic Core).



**33. San Joaquin Hills Transportation Corridor Agency Report**

Council Member Sachs announced that he had nothing to report.

**34. Orange County Transportation Authority (OCTA)**

Council Member Ury presented the report and answered the Council Members questions.

**35. SMWD Drought Response Ad Hoc Committee**

Mayor Schlicht presented the report.

**36. Economic Development Committee Report**

Director of Community Development Elaine Lister presented the staff report.

Council Member Sachs discussed the higher-priority properties that the Economic Development Committee identified. He stated that the Committee would like to issue a RFP to have developers submit ideas and then return to the City Council for discussion.

Larry Gilbert, M.V.: announced that several years ago he and a group of residents created a website to retain, sustain and gain business in Mission Viejo and he noted that many people care about the community’s businesses. He also questioned why the Village Center mall across the street from the library and city hall would be considered part of a master planned downtown area when the 13 owners are not behind the plan to update the center.

Motion made by Council Member Sachs, seconded by Mayor Pro Tem Rath, to (1) confirm the Economic Development Committee’s prioritization of 13 “Opportunity Sites” identified in Kosmont’s June 2015 Retail Market Analysis and Strategy as follows: PRIORITY #1 – Opportunity Sites 1, 2, 3 & 13, as well as the Eaves (formerly Avalon) apartment complex (located immediately north of the Elk’s lodge on Marguerite Parkway) and south to Oso parkway, and including La Paz Road to the freeway – and referenced collectively as the “Civic Core Opportunity Site” and Opportunity Site #5, former Unisys site; and PRIORITY #2 – all remaining sites identified in Kosmont’s Opportunity Site Overview. Revitalization of these sites will be “developer driven;” (2) direct staff to prepare a RFP for a Specific Plan for Civic Core Opportunity Site; and (3) concur with Economic Development Committee input and direction regarding policy question, including openness to allowing mixed use development (including housing) in the priority sites, zoning incentives, increased density, financial incentives, and upfront/ streamlined environmental review.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Rath, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None



# AGENDA REPORT

Meeting Date

4/12/2016

**Prepared By:** William P. Curley III, City Attorney  
**Budgetary Review By:** Cheryl Dyas, Director of Administrative Services / City Treasurer  
**Submitted By:** Dennis Wilberg, City Manager

**Agenda Title**

Resolution supporting Housing Futures Initiative sponsored by BIA-OC; Orange County Business Council and Orange County Association of Realtors

**Recommended Action**

Adopt Resolution 16-XX In Support of the Housing Futures Initiative Developed by The Building Industry Association - Orange County Chapter, The County Business Council, and The Orange County Association of Realtors.

**Executive Summary**

The regional need for safe and sanitary housing is an ever growing issue in Orange County. The economic health and social vitality of Orange County is dependent upon there being a balanced, dynamic socio-economic diversity in the residents, and their places of residence. In order to facilitate the provision of safe and sanitary housing, and to increase and maintain jobs and employment opportunities in Orange County, new and preserved housing options, opportunities and development standards must be critically assessed and enhanced. The entities supporting this resolution all recognize that a regional effort involving public and private organizations must actively and affirmatively seek solutions to the housing issues confronting the region.

The City has been asked to reflect its concern and support for the seeking of viable solutions by adopting the attached resolution. This City Council may approve, amend or decline this resolution as it believes best for the City.

**Fiscal Impact:**

<b>Amount Requested \$</b>						
<b>Sufficient Budgeted Funds Available?:</b>	(If no, see attached fiscal analysis)					
<b>Prog/Fund #</b>	<b>Category:</b>	<b>Pers.</b>	<b>Optg.</b>	<b>Cap.</b>	<b>-or- CIP#</b>	<b>Fund#</b>

**Previous Relevant Council Actions for This Item**

City Council previously directed this matter be presented for City Council consideration.

**Attachments**

Resolution



City Manager Dennis Wilberg presented the staff report.

The following spoke in support of the proposed funding agreement for the Lake Mission Viejo Advanced Purified Water Treatment Facility: Kevin Pennington, President of the Lake Mission Viejo Association Board of Directors; Charley Wilson, President of Santa Margarita Water District; and Robert Breton, M.V.

Motion made by Mayor Ury, seconded by Council Member Sachs, to approve the Water Treatment Facility Funding and Recycled Water Purchase Agreement (A16-07) subject to any final technical/non-substantial changes made by the City Attorney. The contract will be amended to add a new section E to the Finding and Recitals as follows: "The City Council reasonably finds, on the totality of the record, including the oral and written testimony for this and related action items that this Agreement will promote a direct, valid and substantial public purpose which is within the City's authorized mission and power and which will directly assist the City in accomplishing its authorized public responsibilities, despite according incidental benefit to individuals or entities receiving derivative benefits."

On roll call, said motion carried by the following vote:

AYES: Bucknum, Raths, Sachs, Schlicht, and Ury  
NOES: None  
ABSENT: None

#### STAFF REPORTS

#### NEW BUSINESS

 **13. Resolution Supporting Housing Futures Initiative Sponsored by BIA-OC; Orange County Business Council and Orange County Association of Realtors**

City Attorney Bill Curley presented the staff report.

The following made comments in support of the proposed resolution: Steven LaMotte, Building Industry Association, Irvine; Rita Tayenaka, M.V.; and Jocelin Jimenez, Orange County Business Council, Irvine.

The following presented comments in opposition to the proposed resolution: Stephen Masek, M.V.

Motion made by Mayor Pro Tem Bucknum, seconded by Mayor Ury, to adopt **Resolution 16-12** In Support of the Housing Futures Initiative Developed by The Building Industry Association - Orange County Chapter, The County Business Council, and The Orange County Association of Realtors.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Sachs, and Ury  
NOES: Raths and Schlicht  
ABSENT: None

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**RECESS**

At the hour of 8:01 p.m., Mayor Ury declared a recess. The City Council reconvened at 8:17 p.m. with all five City Council Members present.

**MAYOR'S, COMMISSION, COMMITTEE REPORTS AND ACTIONS (Continued)**

**14. Economic Development Ad Hoc Committee - Award of Consultant Contract to SWA Group to Prepare a Civic Core Area Vision Plan**

Director of Community Development Elaine Lister presented the staff report.

The following spoke in opposition to the proposed contract for a civic core vision plan: Larry Gilbert, M.V. and Stephen Masek, M.V.

Motion made by Council Member Raths, seconded by Council Member Sachs, to approve and authorize the City Manager to execute an agreement with SWA Group (A16-06) in an amount not to exceed \$199,932.00.

On roll call, said motion carried by the following vote:

AYES: Bucknum, Raths, Sachs, and Ury  
NOES: Schlicht  
ABSENT: None

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**4. Check Register Dated March 18, 2016 in the Amount of \$1,929,510.54**

Council Member Schlicht announced that she has noticed, for a number of years, that the City has been paying over \$5,000 a year for a storage unit rental for the Marine Adoption Committee. She asked what is being stored and said that in her opinion, the money is being thrown away on storage and could be better spent on things the Marines need.

City Manager Dennis Wilberg responded that the Adoption Committee collects items that are to be transported to Camp Pendleton and they use the storage unit to store the items until they can be taken to the base.

Motion made by Council Member Schlicht, seconded by Mayor Pro Tem Bucknum, to ratify the accompanying check register.



FOR IMMEDIATE RELEASE  
April 13<sup>th</sup>, 2016

Contact: Steven LaMotte  
949-553-9500

## **City of Mission Viejo Supports BIA/OC Housing Futures Initiative**

Mission Viejo – The City of Mission Viejo voted to approve a Resolution in support of the BIA/OC Housing Futures Initiative Tuesday evening. The Building Industry Association Orange County Chapter (BIA/OC), in collaboration with the Orange County Business Council and the Orange County Association of REALTORS®, joined forces on the Housing Futures Initiative aimed at new ideas on how to generate more housing for the economically challenged and reverse the trend of losing Orange County’s youth due to high housing costs.

“Orange County is losing 7% of individuals in the 25-34 age range, while surrounding counties are showing an increase,” BIA/OC CEO Mike Balsamo said. “We need to work with local jurisdictions to reverse this trend by examining existing zoning codes and land use recommendations to incentivize housing that is affordable to a broader range of people.”

The City of Mission Viejo, one of the largest cities in Orange County, is currently in the midst of studying underutilized spaces for revitalization. By considering the Recommendations detailed in the Resolution, many of which are already adopted in the city’s housing element, Mission Viejo is demonstrating a commitment to address the region’s housing shortage and affordability crisis.

“Educating local policy makers on the negative impacts that the housing crisis has on major employers, economic growth and the health of our local neighborhoods is a key mission of the BIA/OC,” Balsamo said. “We hope to work further with other cities and coalition partners to bring more attention to this issue.”

*The BIA is a nonprofit trade association of over 1,100 companies employing over 100,000 people affiliated with the home building industry here in Orange County. Their mission is to champion housing as the foundation of vibrant and sustainable communities.*

###



# BIA/OC BOARD OF DIRECTORS

## 2016 Directors



**Dave Bartlett**  
Director  
Brookfield Residential



**Janet Benavidez**  
Director  
Shea Homes



**Justin Brewer**  
Director  
Warmington Residential



**Wendy Bucknum**  
Director  
Professional Community  
Management (PCM)



**Tony Ditteaux**  
Director  
Trammell Crow Residential



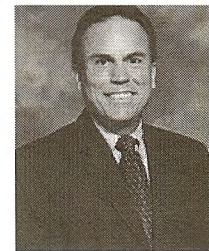
**Brian Geis**  
Director  
William Lyon Homes



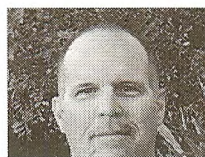
**Valerie Hardman**  
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Outdoor Dimensions



**Christina Hennings**  
Director  
LSA Associates, Inc.



**John Hogan**  
Director  
David Evans & Associates, Inc.







**Sunt Kumjim**  
Director  
MBK Homes



**John Lavender**  
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Lennar



**Carolyn Lobell**  
Director  
Nossaman LLP



**Elliot Mann**  
Director  
CalAtlantic Homes



**Sean Matsler**  
Director  
Manatt, Phelps, & Phillips, LLP



**Steve McFarlane**  
Director  
Circle M Contractors



**John Morton**  
Director  
ConSol



**Steve Murow**  
Director  
Murow CM



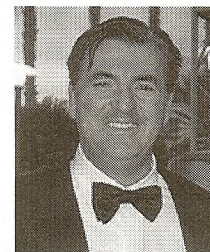
**Jeff Okamoto**  
Director  
Huitt-Zollars



**Debra Pember**  
Director  
Developers Edge



**Mike Recupero**  
Director  
Recupero & Associates, Inc.



**Nick Slevin**  
Director  
Peninsula Publishing





**Patrick Strader**  
Director  
Starpointe Ventures



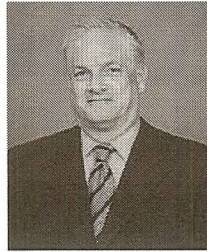
**Michelle Thrakulchavee**  
Director  
City Ventures



**Peter Vanek**  
Director  
Meritage Homes



**Bill Watt**  
Director  
Baywood Development



**Kris Weber**  
Director  
Hunsaker & Associates, Irvine Inc.



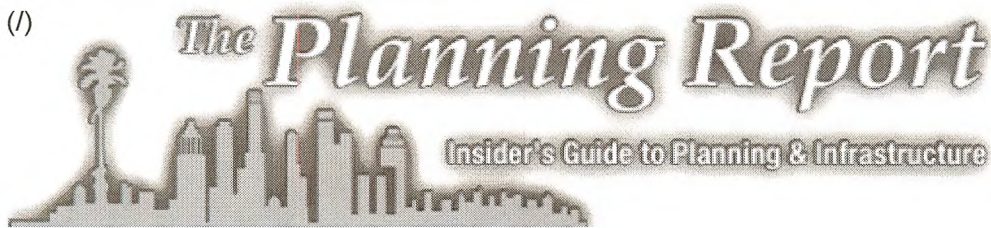
**Jason Weiner**  
Director  
Vintage Design Inc.



**Brett Whitehead**  
Director  
Brandywine Homes



(/)



April 14, 2016 - From the **April, 2016 (/issue/april-2016)** issue

## **Kosmont: EIFDs Are A New Local 'Economic Development 2.0' Tool**

### **Tags:**

Enhanced Infrastructure Financing Districts (/tags/enhanced-infrastructure-financing-districts)

Larry Kosmont (/tags/larry-kosmont) Redevelopment (/tags/redevelopment)

Tax Increment Financing (/tags/tax-increment-financing) AB 313 (/tags/ab-313)

*With the dissolution of redevelopment in California, local government has sought to once again capture tax increment for the purpose of economic development. Enhanced Infrastructure Financing Districts (EIFDs) provide a means to do so. **Larry Kosmont**, President and CEO of Kosmont Companies, unpacks EIFDs for TPR, explaining how changes that have gone into effect this year will improve the tool. He notes that jurisdictions must cooperate with one another, despite historically strained relationships, in order to create a successful district.*

**Larry, when last interviewed by *The Planning Report* two years ago, you noted that the state, with the dissolution of redevelopment agencies, was moving from “power tools” to stimulate economic development to simple “hand tools.” Is the authorization of Enhanced Infrastructure Financing Districts (EIFDs) by California return to power tools?**

**Larry Kosmont:** I believe that EIFDs have the potential to be power tools. At least, they're power tools on medium-strength batteries. I don't know if they have enough power over the long haul to make the kind of difference that redevelopment made, because redevelopment used tax increment from other public agencies, including schools.

The question is: Can EIFDs be formed in a cooperative manner among counties, special districts, and cities, so that the new EIFD in fact can get enough of an increment flow to be as compelling as redevelopment was? Their potency will rely on interagency and public-sector cooperation, which hasn't always been a hallmark of local government relations in past years.



Larry Kosmont

**Could you provide a brief description of California's Enhanced**



### Infrastructure Financing Districts, as updated by the Legislature?

There were two laws: SB 628 was the initiating statute, and AB 313 was a follow-on cleanup.

SB 628 (Beall) enabled the creation of a governmental entity called an Enhanced Infrastructure Financing District (EIFD). One or more EIFDs may be created within a city or county and used to finance the construction or rehabilitation of a wide variety of public infrastructure and private facilities, including affordable housing, transit priority projects, mixed-use development, projects that implement a Sustainable Communities Strategy, and other types of development.

The EIFD may fund these improvements with the property tax increment of whichever taxing agencies (cities, counties, and special districts, but not schools) consent. EIFDs are also authorized to combine tax-increment funding with other permitted funding sources, including: residual revenue distribution from the Redevelopment Property Tax Trust Fund (RPTTF); property tax in lieu of VLF; fee or assessment revenues derived from certain existing sources, such as community facilities districts (CFDs), lighting and landscaping districts, and parking districts; and loans from a city, county, or special district, which must be repaid at no more than the LAIF interest rate.

The most compelling change is that a special district is now eligible to contribute to an EIFD. That means a flood-control district, a water district, or a sanitation district can contribute non-property-tax revenues. In other words, they can contribute fee revenue. That's a significant departure and a key potential revenue improvement for these districts.

The second excellent change came from an organizational perspective. It says that, once the district is formed, the public facilities authority will prepare and adopt the infrastructure financing plan. The cleanup legislation shifts the heavy lifting of the new district to the newly created public facilities authority, as opposed to leaving it with the original initiating city. That will help expedite the implementation of EIFDs.

**As a former city manager, and principal of a respected firm that consults with cities and developers statewide, share how you advise your clients regarding the value EIFDs might play in the strategic implementation of a public jurisdiction's economic development agenda.**

The conversation still starts with economic development, not with infrastructure. Frankly, the most pressing issues for city managers, councils, and mayors are about revenue and inducing investment from the private sector to create taxes and jobs. We're coming off of a longstanding recession. Tax revenues are coming back, but with the loss of redevelopment, there's no consistent revenue flow to kick-start economic-development projects.

"The shift is to an 'Economic Development 2.0' model, which is about sustainability, infrastructure, resource management, and interagency cooperation, as opposed to sales tax, retail, and a 'one outfit does it all' mentality."  
-Larry Kosmont



The discussion starts here: If you're still in the market to improve your local economy—create jobs and taxes—then the primary new tool out there is an EIFD. If you're in the business of economic development today, you need to stop thinking about tax-based cash registers like we did in the old days—inducing retail centers and Costcos—and think more about the installation of infrastructure that encourages private investment.

The shift is to an “Economic Development 2.0” model, which is about sustainability, infrastructure, resource management, and interagency cooperation, as opposed to sales tax, retail, and a “one outfit does it all” mentality.

**Larry, what precisely does a local jurisdiction need to do to form an EIFD?**

First of all, any city that has a former redevelopment agency and wants to install an EIFD must complete the redevelopment dissolution process. That's part of the statute.

Say you've done that. The next big step is for one or more of the participating local agencies that want to be in the EIFD business to adopt a resolution of intention to establish an EIFD and to create a public financing authority. Once they have constituted a board, that PFA creates the infrastructure financing plan, conducts a public hearing to approve the IFP, and then adopts that IFP along with their resolution of formation and goes into business.

With AB 313, it's the public facilities authority that adopts the IFP and forms the EIFD, but it's the startup agencies that kick off that adoption process by adopting the resolution of intention.

**Is it necessary any longer to have the public weigh in and vote on approval along this track?**

The process has incorporated effective public outreach, because the district would potentially include registered voters and certainly property owners. But there is no popular vote or landowner vote required to form the EIFD. There is a vote requirement if a tax-increment bond is sold. With EIFD-issued bonds, a 55-percent voter approval is needed. If there are 12 or more registered voters, it's by those voters. If there are 11 or fewer, it's by a landowner vote, which is one vote per acre, rounded up to one acre.

**You've referenced that this new tool is more like a bouillabaisse funding/financing/planning scheme than the traditional redevelopment process. Talk about what you meant by that metaphor.**

EIFDs were created to provide ultimate flexibility in funding sources. This gaveth, and this taketh away.

Under redevelopment, you could use everyone else's tax increment, from schools to counties. You became the judge and jury of the local agencies' tax increment. Not so here. You can only put in your own tax increment. If your own is a lot—say, over 20 cents on the dollar of the property tax general levy—maybe you can go it alone. If it's not, then you have to go play nicely with other public agencies and entice them to throw in a portion or all of their tax-increment share.

To counterbalance that, you can also use almost any other funding source. You can use development agreement fees, funds from the community facilities bond, funds from state and federal grants, Prop 1 bond monies, and hotel and sales tax reimbursements. You have huge flexibility as an initiating city or county looking to create an EIFD in terms of funding sources. But you have less of the direct funding source—tax increment.

**What are your local public clients most worried or most optimistic about regarding initiating an EIFD to**



**fund a project?**

It's almost comical. The most uniform comment I get is, "Oh my, we need to talk to the county!" 20 years, if not 30 or 40 years, of dysfunction exists between most cities and counties over redevelopment matters. In reality, you're asking two kids that have never gotten along to play nicely.

The initial reaction is: "How much tax increment do I have on my own? If I don't have enough and if I'm going to get into the EIFD business, which I need for economic development, that truly means I'm going to need to create an alignment with other public agencies, such as a county or special district. In the past that hasn't been very easy for us."



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**What advice or examples can you share to give evidence that the benefits outweigh the challenges?**

I tell my clients that it's a new world. The governor and state legislature are pushing all economic sectors toward sustainability, resource management, energy efficiency, and sustainable infrastructure. It's not just that cities have to cooperate with counties. The state has imposed mandates on every sector. Companies have to reduce their carbon footprints. Utilities have to reduce their energy utilization. Buildings have until 2030 to become energy-neutral. It's happening across the board. Everyone is wearing a different set of "sustainability" lenses.

The opportunity is to put aside your perhaps dysfunctional history with other local public agencies and start to figure out how to use the mandate of a carbon footprint-reduced economy, and the new legislation that flows from it, in a way that encourages economic development in your community. So if you are an initiating city, you need to do it in a manner that identifies regional and sub-regional infrastructure, so that a county or special district would see the benefit in joining. More economic development floats everyone's boat, and better infrastructure helps everyone comply with the new series of state mandates.

**Give us, if possible, an example of a successful EIFD.**

EIFDs are still new. They were created and became law in early 2015, and were revised for 2016. There's no complete example of a successful EIFD under the new statutes.

There are works in progress. For example, we're working with the City of La Verne, which is considering a transit-oriented-development-directed EIFD. It requires infrastructure—in the form of pedestrian amenities and other improvements in and around a to-be-installed new Gold Line station—which is expected to be delivered in the next couple years. The city is looking to work cooperatively with Fairplex, a non-profit that owns property in the proposed TOD area; the University of La Verne; and the county, which has Brackett Field within the area, an airport resource with a good amount of land around it. That's a perfect example of a number of public agencies and non-profits that could coalesce around an EIFD to build public-serving infrastructure and take advantage of Metro's investment in the Gold Line. There's also a Metrolink commuter station in the TOD area. Hopefully the EIFD will pull together various public agencies to cooperate in improving access and use of that backbone infrastructure called transit.

**Could you share another work-in-progress example?**



One involves an airport in San Diego County that has a significant amount of industrial development and private airport utilization, but also has transit. They're looking at the potential of an EIFD.

Another involves a suburban community in the Inland Empire that has an airport in the process of being reused and developed into a series of industrial and commercial uses, and is very underserved by roadways and utility infrastructure. They're looking at working with the county to install an EIFD to put in the backbone circulation, utility, and roadway infrastructure.

I believe that the "Economic Development 2.0" legislation was directed at urban infill, improvements in CEQA, the nexus to the Sustainable Communities strategies, and infrastructure management on a regional or sub-regional basis. But in fact, while urban centers can and should use EIFDs, more suburban opportunities exist because there are larger pieces of land and the formation of districts is less balkanized over multiple municipalities, or at least easier to put together.

#### **Are EIFDs likely to evolve into a tool for funding urban infill?**

Absolutely. Consider the LA River revitalization project. Beyond the City of LA, that could also include 11 other adjacent communities.

We have to evolve to urban, but the recipe for cooking the meal in an urban context is more complicated and is going to take longer. My prediction is that the earlier success stories for EIFDs are going to be places in the Inland Empire or San Diego, and maybe in some parts of suburban LA County, like La Verne.

#### **What return would induce your clients to take on the brain damage of being the first out of the blocks to initiate an EIFD?**

It's the inability to figure out how they're going to install infrastructure. They can't really afford it and they can't afford to leverage anymore, because local government credit has been hit pretty hard and the general fund revenues are scarce.

On the inducement side, the State of California has done an interesting thing: In this push toward a greener economy, it has also created a largesse of funds called cap and trade, which will probably hit \$2 billion a year in the next year. That bucket of funds is a natural matching source for these EIFDs, because it looks for local government applications on projects that relate to local infrastructure. (There's some affordable housing in there as well, which could also be part of an EIFD.) Jurisdictions are asking, "How do I get this state funding to help replenish and advance our local economy?"

#### **Share how cap-and-trade funds could be a revenue match for an EIFD.**

Some of the cap-and-trade categories include infrastructure projects, as well as housing, which are essentially urban infill mixed-use projects. Those categories can be very compatible with applications that a place like La Verne would put into their EIFD. Many other cities are looking to leverage the advent of transit in their community—like Monrovia and Azusa. EIFDs are potential tools that may make jurisdictions more competitive to apply for cap-and-trade money—in particular, if they can get into a partnership with another agency. Those kinds of qualifying components of an application could accelerate funding approval.

That is exactly how we start structuring EIFDs: We first look at the amount of revenue that can be expected from private investment in the area. We then match the amount of infrastructure that's required. Then, we start searching for early funding sources—other than the private sector or in addition to the private sector. The most compelling reservoir of new funding is cap and trade.

**Mark Pisano, who is a champion for EIFDs, argues: "The process for EIFD approval says you've got to be able to demonstrate that there's a funding stream and a business plan, and that's a sea change for the planning field." Do you agree?**

Yes. There is no reason to get into the EIFD business without first exploring a business plan outline. First, what area are you going to select, what private-sector projects can be induced, and what infrastructure is needed? Second, who is willing to participate? Third, how much tax increment can you get out of early private sector projects? Fourth, in what sequence would you spend the money and do the sources and uses match?

It's the same as if you and I were starting a business. We would ask, "Who are our customers? What's our product? How do we make money? Where's the money coming from to start up, and does the revenues-expense ratio work?" I think Mark is right: It's really remarkable that EIFDs call for a business plan that's strategic and includes a cash flow for early years.

**Lastly, if we speak a year from now on the same subject, what do you expect to be able to share regarding EIFD use by local jurisdictions?**

I hope that by the end of next year we'll be talking about the initial EIFDs that have filed their reassessment roll with the county and are positioned to get some increment in. We'll see, but that is the optimistic view.

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