

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, FEBRUARY 4, 2026
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY
ALISO VIEJO, CA



Mayor Max Duncan
Mayor Pro Tem Mike Munzing
Councilmember Tiffany Ackley
Councilmember Garrett Dwyer
Councilmember Tim Zandbergen

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

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

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

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

ANN EIFERT
ACTING CITY MANAGER

SCOTT C. SMITH
CITY ATTORNEY

KATHY BAILOR
INTERIM CITY CLERK

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

CALL TO ORDER: Convene Special Meeting

PUBLIC COMMENTS:

CLOSED SESSION:

PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code section 54957(b)

Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6

Agency Designated Representatives: Mayor and Mayor Pro Tem

Unrepresented Employee: City Manager

CALL TO ORDER: Convene Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1 INTRODUCTION OF OCFA DIVISION CHIEF RYAN BISHOP

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:

Members of the public wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Address City Council" form available at the entrance to the City Council Chambers. In compliance with the Brown Act, no discussion or action may be taken on comments received at this time, except the City Council may briefly respond to statements made or questions posed. Comments are limited to three (3) minutes per speaker.

4. **CONSENT CALENDAR:**

All matters listed on the Consent Calendar will be acted upon by one vote unless members of the City Council, or staff request a matter to be discussed and/or removed from the Consent Calendar for separate action. Items removed from the Consent Calendar will be discussed and voted upon immediately following City Council action on the remainder of the Consent Calendar.

4.1 **WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS**

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

4.2 **APPROVAL OF MINUTES**

Recommended Action:

Approve the minutes as submitted for the January 21, 2026, Regular Meeting and the January 21, 2026, Special Meeting.

[Draft Minutes – January 21, 2026 Regular Meeting](#)

[Draft Minutes – January 21, 2026, Special Meeting](#)

4.3 **ACCOUNTS PAYABLE**

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between December 20, 2025, and January 15, 2026, in the amount of \$2,632,121.59.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.4 **TREASURER'S STATEMENT– DECEMBER 2025**

Recommended Action:

Receive and file the December 2025 Treasurer's Statement.

[Staff Report](#)

[Attachment 1 - December 2025 Treasurer's Statement](#)

4.5 **SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION 14.080 OF THE MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY UNITS**

Recommended Action:

Conduct a second reading and adopt an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING SECTION 15.14.080 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER Public Resources Code § 21080.17

[Staff Report](#)

[Attachment 1 - Ordinance](#)

4.6 AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES FOR SALES TAX CONSULTING AND AUDITING SERVICES

Recommended Action: Approve and authorize the Acting City Manager to execute a five-year Professional Services Agreement with Hinderliter de Llamas and Associates for sales tax consulting and auditing services in an amount not-to-exceed \$100,000.

[Staff Report](#)

[Attachment 1 - Agreement](#)

5. **PUBLIC HEARINGS:**

5.1 CONDITIONAL USE PERMIT TO PERMIT ALCOHOL SALES WITHIN A NEW RESTAURANT AT 26511 ALISO CREEK ROAD (USE-2025-00020).

Recommended Action: Adopt a Resolution approving a Conditional Use Permit to permit alcohol sales within a new restaurant at 26511 Aliso Creek Road (USE-2025-00020).

[Staff Report](#)

[Attachment 1 - Resolution](#)

[Attachment 2 - Project Plans](#)

[Attachment 3 - Project Description](#)

[Attachment 4 - Presentation](#)

6. **DISCUSSION:**

6.1 INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

Recommended Action:

Approve the Interim City Manager Employment Agreement between the City of Aliso Viejo and Ann Eifert for working out of class with the additional duties of Interim City Manager, effective retroactively to December 22, 2025, and establishing the terms and conditions of the appointment.

[Staff Report](#)

[Attachment 1 - Interim City Manager Employment Agreement](#)

7. **CITY MANAGER' S REPORT:**

8. **ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:**

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is February 18, 2026.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
January 21, 2026
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Duncan called the Special Meeting of the City Council of the City of Aliso Viejo to order at 6:00 p.m.

ROLL CALL:

PRESENT: MAYOR MAX DUNCAN
MAYOR PRO TEM MIKE MUNZING
COUNCILMEMBER TIFFANY ACKLEY
COUNCILMEMBER GARRETT DWYER *(via teleconference)*
COUNCILMEMBER TIM A. ZANDBERGEN

ABSENT: NONE

STAFF PRESENT: SCOTT SMITH, CITY ATTORNEY
ANN EIFERT, ACTING CITY MANAGER
CORA SWANSON, HUMAN RESOURCES MANAGER

CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) Number of potential cases: 2

PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code section 54957(b)

Title: Interim City Manager

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6

Agency Designated Representatives: Mayor and Mayor Pro Tem

Unrepresented Employee: Interim City Manager

PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code section 54957(b)

Title: City Manager

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6

Agency Designated Representatives: Mayor and Mayor Pro Tem

Unrepresented Employee: City Manager

PUBLIC COMMENTS:

None.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

ADJOURNMENT: Mayor Duncan the meeting at 6:45 p.m. to January 21, 2026, Regular Council Meeting.

Respectfully submitted:

Approved by:

KATHY BAILOR
INTERIM CITY CLERK

MAX DUNCAN
MAYOR

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
January 21, 2026
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Duncan called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:00 p.m.

ROLL CALL:

PRESENT: MAYOR MAX DUNCAN
MAYOR PRO TEM MIKE MUNZING
COUNCIL MEMBER TIFFANY ACKLEY
COUNCILMEMBER GARRETT DWYER (*via teleconference*)
COUNCILMEMBER TIM A. ZANDBERGEN

STAFF PRESENT: ANN EIFERT, ACTING CITY MANAGER/ FINANCIAL SERVICES DIRECTOR
SCOTT SMITH, CITY ATTORNEY
KATHY BAILOR, INTERIM CITY CLERK
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
ROSE RIVERA, SENIOR PLANNER
CORA SWANSON, HUMAN RESOURCES MANAGER
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. RYAN BUHR, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Jared Ackley led the Pledge of Allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith reported that there was no reportable action taken on any Closed Session matters.

1. SPECIAL PRESENTATIONS

1.1 IN MEMORIAM FOR THE LATE CITY MANAGER, MITZI ORTIZ

Mayor Duncan asked for a moment of silence to observe the passing of City Manager Ortiz. Mayor Duncan accepted a memoriam certificate from Morgan Goldstein, representative of Orange County Supervisor Katrina Foley. Representatives from the Aliso Viejo Chamber of Commerce and the AVCA Board also commented. The Mayor and Councilmembers expressed sorrow at the loss of

Mitzi and acknowledged her meaningful contributions to the City and community during her tenure as both City Clerk and City Manager.

1.2 RECOGNITION OF 2025 MAYOR TIFFANY ACKLEY

Mayor Duncan presented a plaque to Councilmember Ackley, in recognition of her service as Mayor in 2025. Cooper Strull, Representative of Assemblymember Diane Dixon and Morgan Goldstein, representative of Orange County Supervisor Katrina Foley, presented Certificates of Recognition to Councilmember Ackley. The office of Congressman Young Kim also provided a certificate. Councilmember Ackley expressed her appreciation to City staff, Council colleagues, and residents.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA

None.

3. COMMUNITY INPUT:

1. Public Comment Letter from The Kennedy Commission was provided to the Mayor and Councilmembers in support of the housing development at 95 Argonaut.
2. Bret Pool commented in support of appropriating additional funds for Hummingbird Lane improvements.
3. Carmel Matin introduced herself as the Public Information Officer for the Aliso Viejo Baha'i Community.

4. CONSENT CALENDAR

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

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

4.1 WAIVE THE READING OF ALL ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Recommended Action: Approve the minutes as submitted for December 3, 2025, Regular Meeting; January 7, 2026, Special Meeting; and November 5, 2025, Regular Meeting as amended.

4.3 SECOND READING AND ADOPTION OF TWO ORDINANCES APPROVING A ZONE CHANGE AND DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF A RESIDENTIAL TOWNHOME COMMUNITY LOCATED AT 95 ARGONAUT

Recommended Action:

1. Conduct a second reading and adopt an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A ZONE CHANGE FROM BUSINESS PARK 2 TO HIGH DENSITY RESIDENTIAL DISTRICT FOR THE DEVELOPMENT OF A 61-UNIT RESIDENTIAL TOWNHOME COMMUNITY LOCATED AT 95 ARGONAUT (623-091-01); and
2. Conduct a second reading and adopt an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND MLC HOLDINGS, INC. FOR THE DEVELOPMENT OF A 61-UNIT RESIDENTIAL TOWNHOME COMMUNITY LOCATED AT 95 ARGONAUT (APN: 623-091-01).

4.4 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between November 21, 2025, and December 19, 2025, in the amount of \$2,001,391.67.

4.5 TREASURER'S STATEMENT – NOVEMBER 2025

Recommended Action: Receive and file the November 2025 Treasurer's Statement.

4.6 PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES TO PREPARE A COMPREHENSIVE FEE STUDY

Recommended Action: Approve and authorize the City Manager to execute a Professional Services Agreement with Willdan Financial Services for the preparation of a comprehensive fee study, in an amount not to exceed \$90,400; and Authorize the appropriation of \$40,400 from the General Fund to the Fiscal Year (FY) 2025-26 Budget.

4.7 STATUS UPDATE ON MAJOR PROJECTS

Recommended Action: Receive and file.

4.8 HUMMINGBIRD LANE AD HOC FOLLOW UP REPORT

Recommended Action: Authorize the Finance Director to appropriate an additional \$20,570 of Gas Tax funds to the fiscal year (FY) 2025-26 budget.

5. PUBLIC HEARINGS

5.1 CONSIDERATION OF AN ORDINANCE AMENDING SECTION 15.14.080 REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINE THE ORDINANCES TO BE EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

Acting City Manager Ann Eifert introduced Senior Planner Rose Rivera, who provided an update to the City's ADU and JADU ordinance to ensure alignment with the State's housing and community development (HDC) guidelines. Mayor Duncan opened the public hearing. There were no comments. Mayor Duncan closed the public hearing.

Recommended Action:

1. Find that the Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under Public Resources Code § 21080.17; and
2. Introduce for First Reading by Title Only an Ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO AMENDING SECTION 14.080 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17.

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

6. DISCUSSION

6.1 APPOINTMENT OF SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) GENERAL ASSEMBLY MEETING DELEGATES

- Acting City Manager Ann Eifert provided background information on SCAG and reasons for appointing delegates.

Recommended Action: Appoint delegate and alternate for the Southern California Association of Governments (SCAG) General Assembly Meeting to be held May 7 and 8, 2026.

Motion: Mayor Pro Tem Munzing moved, and Councilmember Zandbergen seconded to approve that Councilmember Dwyer be appointed as delegate, and Councilmember Zandbergen be appointed as alternate for the Southern California Association of Governments (SCAG) General Assembly Meeting to be held May 7 and 8, 2026. Motion carried 5-0.

7. CITY MANAGER' S REPORT:

Acting City Manager Eifert announced the new Winter 2026 Recreation Brochure and open registration for seasonal programs; summer camp registration begins February 1; Aliso Viejo Ranch Rental Showcase on Sunday, February 1, from 10 a.m. to 1:30 p.m.; and thanked everyone who donated during today's Red Cross Blood Drive.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Ackley:

- Provided a status update on the Aliso Viejo Library, noting that the Certificate of Occupancy is expected to be issued soon, and the library will open to the public six to eight weeks after.

Councilmember Dwyer:

- Currently attending the Mayors and Councilmembers Academy in Sacramento and publicizing that Aliso Viejo is seeking to hire a new City Manager.
- Volunteered at Nourishing Great Futures Market at Iglesia Park Community Center.

Councilmember Zandbergen:

- Attended late City Manager Ortiz's Celebration of Life.
- Attended the Grand Opening of Kaiser Permanente's Aliso Creek Medical Offices.

Mayor Pro Tem Munzing:

- Attended late City Manager Ortiz's Celebration of Life.
- Attended the Grand Opening of Kaiser Permanente's Aliso Creek Medical Offices.
- Reported that OCFA is seeking to appoint a new Fire Chief.

Mayor Duncan

- Attended the late City Manager Ortiz's Celebration of Life.
- Attended the Grand Opening of Kaiser Permanente's Aliso Creek Medical Offices.
- Presented his wife, Monica, with a bouquet of flowers for her 24 years of support, especially during his campaign for City Council and current term as Mayor.

ADJOURNMENT: Mayor Duncan adjourned the meeting at 8:01 p.m. to the Regularly scheduled City Council meeting of February 4, 2026.

Respectfully submitted:

Approved by:

KATHY BAILOR
INTERIM CITY CLERK

MAX DUNCAN
MAYOR



Accounts Payable

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CHOICE BUILDER	FEB'26 VISION - JM	6.48
CHOICE BUILDER	FEB'26 DENTAL - TZ	96.90
CHOICE BUILDER	FEB'26 DENTAL - JM	46.63
CHOICE BUILDER	FEB'26 DENTAL INSURANCE	1,791.89
CHOICE BUILDER	JAN'26 DENTAL - CS	200.40
CHOICE BUILDER	FEB'26 VISION INSURANCE	277.80
CHOICE BUILDER	JAN'26 VISION - CS	29.54
KOSMONT & ASSOCIATES	NOV'25 CONSULTING SERVICES-CITY COUNCIL PREP	1,232.40
NV5, INC	NOV'25 KAISER GRADING PLAN REVIEW	675.00
DEPT OF CONSERVATION	OCT-DEC'25 SEISMIC MAPPING FEES	1,638.61
DIVISION OF THE STATE ARCHITECT	OCT-DEC'25 CASP FEES	78.80
CA BUILDING STANDARDS COMMISSION	OCT-DEC'25 CA BLDG STANDARD ADMIN FEES	409.50
JOSE ESTRADA	CD-2025-00141_15 KING EIDER LN_JOSE ESTRADA	500.00
ROOF PRO	CD-2025-00147_26 TWINBERRY_ROOF PRO	500.00
ROOF PRO	CD-2025-00165_59-67 MEADOWOOD_ROOF PRO	500.00
		7,983.95
CITY COUNCIL		
US BANK PURCHASING CARD PROGRAM	DL/GD 10/28 SOUTHWEST-AIR TRAVEL SACRAMENTO CONF	337.95
US BANK PURCHASING CARD PROGRAM	DL 11/05 LOCC-GD CONF	675.00
	CITY COUNCIL TOTAL:	1,012.95
CITY MANAGER		
CHOICE BUILDER	FEB'26 DENTAL - MO	65.71
CHOICE BUILDER	FEB'26 VISION - MO	9.32
US BANK PURCHASING CARD PROGRAM	DL 11/13 CITY OF BREA-OCCMA GUEST HOLIDAY PARTY	450.00
US BANK PURCHASING CARD PROGRAM	DL 10/27 ICSC-MEMBERSHIP MO	175.00
US BANK PURCHASING CARD PROGRAM	DL10/22 CSUF-OCPROGRESS REPORTS CC COPIESX5	165.96
CITY OF BREA	OCCMA MTG 1-7-26 FOR ISAAC AZIZ	50.00
	CITY MANAGER TOTAL:	915.99
ECONOMIC DEVELOPMENT		
EFUEL LLC	APR-JUN'25 SALES TAX - EFUEL (PAYMENT CORRECTION)	3,000.00
HUNT & SONS LLC	3RD QTR - JUL-SEP'25 SALES TAX SUBSIDY	578,530.80
EFUEL LLC	JUL-SEP'25 SALES TAX-EFUEL	493,560.60
	ECONOMIC DEVELOPMENT TOTAL:	1,075,091.40
HUMAN RESOURCES		
CORA SWANSON	1/05 BRUEGGERS-STAFF BREAKFAST MTG	107.85
CORA SWANSON	12/24 FTD-FLOWERS FOR THE ORTIZ FAMILY	180.75
US BANK PURCHASING CARD PROGRAM	CS 12/16 CALIFORNIA MUNICIPAL-DGS RECRUITMENT POST	300.00
US BANK PURCHASING CARD PROGRAM	CS 12/15 CITY OF TUSTIN - OCHR MEMBERSHIP CS	254.18
US BANK PURCHASING CARD PROGRAM	CS 12/18 SHRM - MEMBERSHIP CS	254.15
US BANK PURCHASING CARD PROGRAM	DL 10/22 URBAN PLATES-CPR TRAINING STAFF LUNCH*	214.17
US BANK PURCHASING CARD PROGRAM	DL 11/04 RALPHS-TRAINING SNACKS REFUND MISSING ITM	(12.99)
US BANK PURCHASING CARD PROGRAM	DL 11/04 RALPHS-TRAINING SNACKS	163.32
HEALTH AND HUMAN RESOURCE CENTER INC	JAN'26 EAP PROGRAM	102.90
HEALTH AND HUMAN RESOURCE CENTER INC	FEB'26 EAP PROGRAM	102.90
	HUMAN RESOURCES TOTAL:	1,667.23
CITY CLERK		
ICC GENERAL CODE, INC	AVMC-WEB UPDATE/10PGS ORD2025-249 J/ADU URGENCY	215.00
	CITY CLERK TOTAL:	215.00
FINANCE		
CHOICE BUILDER	FEB'26 ADMIN FEE	30.00
STAPLES ADVANTAGE	NOV'25 FIN OFFICE SUPPLIES	47.05
US BANK PURCHASING CARD PROGRAM	AE 12/11 GFOA - FY25 ACFR AWARD APPLICATION	670.00
HINDERLITER DE LLAMAS & ASSOCIATES	OCT-DEC'25 SALES TAX RECOVERY SERVICE	732.42

Vendor Name	Description (Item)	Amount
HINDERLITER DE LLAMAS & ASSOCIATES	OCT-DEC'25 SALES TAX CONTRACT SERVICE	1,814.81
	FINANCE TOTAL:	3,294.28
INFORMATION TECHNOLOGY		
AT&T	11/22/25-12/21/25 CH-AT&T CALNET ALARM/POTS LINE	606.96
COX COMMUNICATIONS, INC	DEC'25-JAN'26 ACCT#0202 CH CABLE TV	346.50
COX COMMUNICATIONS, INC	DEC'25-JAN'26 ACCT #8802 INTERNET - FIBER (600MB)	2,990.00
COX COMMUNICATIONS, INC	DEC'25-JAN'26 ACCT#9302 LAB INTERNET	234.18
CORA SWANSON	12/21 COSTCO - HP LAPTOP REIMBURSEMENT - CS	597.61
NEXUS IS INC	JAN'26 NETWORK SUPPORT & SECURITY	416.67
STAPLES ADVANTAGE	DEC'25 IT OFFICE SUPPLIES	22.96
JOSE RUEL FABELLA DIRA	DEC'25 ENERGGOV & GIS	2,800.00
AT&T	DEC'25 CH AT&T FIBER INTERNET SERVICE	1,710.89
GOTO COMMUNICATIONS	JAN'26 CH GOTO VOIP SERVICE & SUPPORT	1,995.02
LUNAVI, INC	JAN'26 OFFSITE BACKUP STORAGE	622.50
REDNIGHT CONSULTING, INC	2026 ARCTIC WOLF MANAGED SECURITY	1.20
REDNIGHT CONSULTING, INC	2026 ARCTIC WOLF MANAGED SECURITY	34,455.64
REDNIGHT CONSULTING, INC	2026 ARCTIC WOLF MANAGED SECURITY	2,039.00
	INFORMATION TECHNOLOGY TOTAL:	48,839.13
NON-DEPARTMENTAL		
CERTIFIED RECORDS MANAGEMENT	JAN'26 - RECORDS OFF SITE STORAGE	430.78
MICHAEL R JUE	GRAPHIC DESIGN - 2025 CITY COUNCIL SLIDE UPDATE	112.50
RICOH USA	NOV'25 RICOH 2504 BACK-OFFICE PRINTS (4542)	84.86
RICOH USA	DEC'25 RICOH 2504EX FRONT COUNTER PRINTS (4456)	60.66
RICOH USA	JAN'26 RICOH RSI CLOUD SUBSCRIPTION (SW1860708)	25.53
CINTAS CORPORATION NO. 2	JAN'26 CH & STE 200 FIRST AID MAINT & SUPPLIES	195.78
CUSTOM EARTH PROMOS, LLC	4500 ALISO VIEJO TOTE BAGS	6,500.00
VOYAGER FLEET SYSTEMS INC	DEC'25 VEHICLE FUEL	501.04
US BANK PURCHASING CARD PROGRAM	DL 10/29 JM TROPHIES-KB NAME PL & GD NAME TAG	49.99
US BANK PURCHASING CARD PROGRAM	DL 10/28 MANHATTAN STITCHING- GD ORDER	111.52
US BANK PURCHASING CARD PROGRAM	DL 10/29 MANHATTAN STITCHING (GD PAID)- GD ORDER	(111.52)
US BANK PURCHASING CARD PROGRAM	DL 10/30 MANHATTAN STITCHING-GD COUNCIL JACKET	103.14
US BANK PURCHASING CARD PROGRAM	EM 11/20 BLISS CW-F150 CAR WASH	35.00
US BANK PURCHASING CARD PROGRAM	EM 11/03 JIFFY LUBE-PWD RAV4 OIL CHANGE LP#1574835	223.29
US BANK PURCHASING CARD PROGRAM	EM 11/20 SIGNARAMA-DECAL REMOVAL FROM 2 RAV4'S	540.00
US BANK PURCHASING CARD PROGRAM	EM RCS 12/15 COSTCO- DESSERTS QTRLY LUNCH	140.22
US BANK PURCHASING CARD PROGRAM	EM RCS 12/15 TRADER JOES-CENTERPIECES QTRLY LUNCH	79.59
US BANK PURCHASING CARD PROGRAM	EM RCS 12/13 AMAZON- TABLECLOTHS QTRLY LUNCH	51.50
US BANK PURCHASING CARD PROGRAM	EM RCS 12/16 SMART AND FINAL-SUPPLIES QTRLY LUNCH	49.58
US BANK PURCHASING CARD PROGRAM	EM RCS 12/02 AVCITY-CIVIC REC GIFT CARD QTRLY LUNC	25.75
US BANK PURCHASING CARD PROGRAM	EM RCS 12/15 STATERBROS-SUPPLIES QTRLY LUNCH	24.09
US BANK PURCHASING CARD PROGRAM	EM RCS 12/19 AMAZON-SUPPLIES RETURN QTRLY LUNCH	(10.66)
US BANK PURCHASING CARD PROGRAM	EM RCS 12/17 BAGELS&BREW-CATERED MEAL QTRLY LUNCH	1,766.51
US BANK PURCHASING CARD PROGRAM	EM 12/20 BLISS CW-F150 CAR WASH	35.00
US BANK PURCHASING CARD PROGRAM	JB 11/24 COSTCO-HOLIDAY STAFF LUNCHEON	83.94
US BANK PURCHASING CARD PROGRAM	KB 12/02 TUCKER TIRE - TIRES FOR WORK TRUCK	1,000.00
MOULTON NIGUEL WATER DIST	ACCT#64101 VISTA WATER SVC	116.36
	NON-DEPARTMENTAL TOTAL:	12,224.45
C. S. ADMINISTRATION		
MICHAEL R JUE	GRAPHIC DESIGN-25VET-25TOTES-25TLPOSTCARD-26WINTER	4,443.75
OCY MANAGEMENT, LLC	DEC'25 SMP R&CS CONTRIBUTION TRANSPORTATION	336.00
ADVANTAGE MAILING, LLC	WINTER 2026 BROCHURE 32 PAGE SELF COVER	12,750.00
US BANK PURCHASING CARD PROGRAM	EM RCS 12/08 THE BAGEL SHACK- STAFF MEETING	36.20
US BANK PURCHASING CARD PROGRAM	EM RCS 12/05 STADIUM BREW-TREE LIGHTING STAFF MEAL	542.82
US BANK PURCHASING CARD PROGRAM	EM 12/04 DENAULT'S-TREE LIGHTING CEREMONY MATLS	12.50
US BANK PURCHASING CARD PROGRAM	EM 12/04 THE HOME DEPOT-TREE LIGHTING MATLS	39.35
US BANK PURCHASING CARD PROGRAM	EM 12/03 THE HOME DEPOT-TREE LIGHTING MATLS	244.50
US BANK PURCHASING CARD PROGRAM	JB 12/11 LOWES-TL INFLATABLE	72.72
US BANK PURCHASING CARD PROGRAM	JB 12/09 LOWES-TL INFLATABLE	86.19
US BANK PURCHASING CARD PROGRAM	JB 11/24 DOLLARTREE-TL NECKLACES	88.89
US BANK PURCHASING CARD PROGRAM	JB 11/24 HOME DEPOT-TL DECOR	108.74
US BANK PURCHASING CARD PROGRAM	JB 11/24 COSTCO-TL SNACKS	30.98
US BANK PURCHASING CARD PROGRAM	JNL 12/16 FACEBK- BOOSTED IG POST	97.97
US BANK PURCHASING CARD PROGRAM	JNL 12/03 COSTCO-BATTERIES FOR EVENTS	19.38
US BANK PURCHASING CARD PROGRAM	JNL 12/17 WALMART- DECOR SUPPLIES RETURNED	(19.46)

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	JNL 12/17 WALMART- DECOR SUPPLIES RETURNED	(17.48)
US BANK PURCHASING CARD PROGRAM	JNL 12/12 WALMART- SEASONAL DECOR	21.95
US BANK PURCHASING CARD PROGRAM	JNL 12/12 WALMART- SEASONAL DECOR	61.48
US BANK PURCHASING CARD PROGRAM	JNL 12/12 WALMART- UNUSED DECOR SUPPLIES RETURNED	(26.22)
	C. S. ADMINISTRATION TOTAL:	18,930.26
IGLESIA PARK		
PV MAINTENANCE INC	DEC'25 PVM IGLESIA PARK MAINTENANCE	386.00
EL TORO WATER DISTRICT	11/10/25-12/08/25 MTR#4114 IGLESIA PARK WATER	339.84
EL TORO WATER DISTRICT	11/10/25-12/08/25 MTR#3499 IGLESIA PARK WATER	355.76
SO CAL EDISON	DEC'25 ACCT#7997 IGLESIA PARK ELECTRICITY	189.89
	IGLESIA PARK TOTAL:	1,271.49
IGLESIA BUILDING		
EL TORO WATER DISTRICT	11/10/25-12/08/25 MTR#5016 IGLESIA PARK BLDG WATER	307.43
SO CAL EDISON	DEC'25 ACCT#7997 IGLESIA PARK BLDG ELECTRICITY	941.76
	IGLESIA BUILDING TOTAL:	1,249.19
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	NOV'25 B&GCCV	15,000.00
	IGLESIA PARK COMMUNITY CENTER TOTAL:	15,000.00
PLANNING		
ATLAS PLANNING SOLUTIONS	AUG-SEP'24 SAFETY ELEMENT UPDATE	4,290.00
US BANK PURCHASING CARD PROGRAM	SK 12/16 TRATTORIA TRULLO-TEAM BUILDING - EOY	337.03
	PLANNING TOTAL:	4,627.03
BUILDING		
CHARLES ABBOTT ASSOC INC	DEC'25 CAA CONTRACT SERVICES-BUILDING	48,137.92
	BUILDING TOTAL:	48,137.92
CODE ENFORCEMENT		
CHARLES ABBOTT ASSOC INC	DEC'25 CAA CONTRACT SERVICES-CODE ENFORCEMENT	7,565.00
US BANK PURCHASING CARD PROGRAM	SK 12/08 EXTRA SPACE STORAGE-CODE ENFORCEMENT	729.20
	CODE ENFORCEMENT TOTAL:	8,294.20
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	JAN'26 PVM WAREHOUSE LEASE	1,035.00
MURPHY SWITCH OF CA	JAN'26 MURCAL IOT SMARTCOMMAND MONITORING SERVICE	450.00
US BANK PURCHASING CARD PROGRAM	SP 12/18 CITY ENGINEERS ASSOCIATION OC-2026 DUES	50.00
US BANK PURCHASING CARD PROGRAM	SP 12/13 OC ENVIRONMNTL HEALTH-SOLID WASTE PERMIT	201.00
US BANK PURCHASING CARD PROGRAM	SP 12/13 OC ENVIRONMNTL HEALTH-SOLID WASTE PERMIT	502.50
	ENGINEERING (GENERAL) TOTAL:	2,238.50
STREET MAINTENANCE		
PV MAINTENANCE INC	DEC'25 PVM STREET MAINTENANCE MOE TAX	24,840.52
US BANK PURCHASING CARD PROGRAM	EM 11/20 THE HOME DEPOT-SIDEWALK GRATES SEALANT	9.13
US BANK PURCHASING CARD PROGRAM	EM 11/20 WHITE CAP-GRATES SIDEWALK DRAIN REPAIR	125.71
US BANK PURCHASING CARD PROGRAM	EM 11/20 THE HOME DEPOT-SIDEWALK REPAIR CEMENT	60.28
US BANK PURCHASING CARD PROGRAM	EM 11/14 THE HOME DEPOT- GRAFFITI REMOVAL MTLs	40.86
US BANK PURCHASING CARD PROGRAM	EM 11/05 THE HOME DEPOT-PACIFIC PARK LIGHT SENSOR	19.37
US BANK PURCHASING CARD PROGRAM	EM 11/06 THE HOME DEPOT-BATTERIES PACIFIC PK MEDIA	20.33
	STREET MAINTENANCE TOTAL:	25,116.20
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	JAN'26 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	944,992.18
	LAW ENFORCEMENT-CONTRACT TOTAL:	944,992.18
LAW ENFORCEMENT-OTHER		
ALL CITY MANAGEMENT SERVICES	12/07-12/25/25 414 HRS-CROSSING GUARD SERVICES	14,287.14
SEAVCO INC	DEC'25 BMW REPAIR-MOTORCYCLE SERVICE AND REPAIR	4,926.82
SEAVCO INC	JAN'26 BMW REPAIR-MOTORCYCLE AUX BATTERY R&R	343.30
US BANK PURCHASING CARD PROGRAM	12/18 MAMA COZZAS-AVPS STAFF MEETING CATERING	702.65
US BANK PURCHASING CARD PROGRAM	12/11 MAMA COZZAS-AVPS STAFF MEETING CATERING	700.00
	LAW ENFORCEMENT-OTHER TOTAL:	20,959.91
EOC		
US BANK PURCHASING CARD PROGRAM	DL 11/14 EXTRA SPACE-OFFSITE STORAGE #A1554	336.00
US BANK PURCHASING CARD PROGRAM	JD 11/30 AV SELV STORAGE-#75 PUBLIC SAFETY DEC'25	475.00
US BANK PURCHASING CARD PROGRAM	JD 12/18 PAVILIONS-AVPS MEETING SUPPLIES	32.27
US BANK PURCHASING CARD PROGRAM	JD 12/09 DOLLARTREE-AVPS MEETING SUPPLIES	17.78
US BANK PURCHASING CARD PROGRAM	JD 12/08 DOLLARTREE-AVPS MEETING SUPPLIES	33.85

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	JD 12/16 MOTOVENTURES-MOTOR TRAINING	321.00
US BANK PURCHASING CARD PROGRAM	JD 12/16 SMART AND FINAL-AVPS MEETING SUPPLIES	188.92
US BANK PURCHASING CARD PROGRAM	JD 12/18 JM TROPHIES-DEPUTY OF THE YEAR TROPHY	82.37
EOC TOTAL:		1,487.19
GENERAL FUND TOTAL:		2,243,548.45

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL

SIGNAL HILL AUTO ENTERPRISES, INC	OCT'25 JANITORIAL SUPPLIES - CH	827.94
PACIFIC PARK II ASSOCIATION	JAN'26 CH ASO ASSOCIATION DUES	641.00
THE GAS COMPANY	12/03/25-01/05/26 MTR#16122180 CH GAS SVC	1,201.31
SO CAL EDISON	DEC'25 ACCT#7189 CH ELECTRICITY	4,463.16
US BANK PURCHASING CARD PROGRAM	EM 12/04 THE HOME DEPOT-CH FRONT DESK MATLS	21.40
US BANK PURCHASING CARD PROGRAM	KB 12/21 AMAZON - LOCK AND KEYS FOR GLASS CASE	12.49
MOULTON NIGUEL WATER DIST	ACCT#65408/65407/65406 CH WATER SVC	651.59

NON-DEPARTMENTAL TOTAL: 7,818.89

GEN. FD-CITY HALL TOTAL: 7,818.89

103 - GF-AV RECREATION SERVICES

HOMA HODOUSSI	JAN'26 REC1 REFUND_HOMA HODOUSSI_ TRANSFER CREDIT	63.00
		63.00

RECREATION SERVICES

AT&T	11/22/25-12/21/25 AVR-AT&T CALNET ALARM/POTS LINE	202.34
CSG FORTE PAYMENTS, INC	DEC'25 CREDIT CARD SERVICE FEES- POS	326.48
CSG FORTE PAYMENTS, INC	DEC'25 CREDIT CARD SERVICE FEES - WEB	483.32
L & O ALISO VIEJO, LLC	WINTER2026-WIN173 ZUMBA-1 PARTICIPANT	16.25
JOY E. TORRES	FALL2025-ATN132/133/182/183 YOGA - 21 PARTICIPANTS	2,247.00
JENNIFER BALES	FALL2025-ATN005 STAGE PLAY-4 PARTICIPANTS	220.80
GARDAWORLD	JAN'26 AVR - CASH COURIER SERVICE	502.90
SKYHAWKS SPORTS ACADEMY, LLC	FALL2025-ATN057/058/059 MULTISPORT-20 PARTICIPANTS	1,115.00
RUIHONG LI	FALL2025-ATN191/194 YOGA-7 PARTICIPANTS	331.80
PRESTIGIOUS CLEANERS LLC	11/14 AVR DRY CLEANING	627.84
RONALD GORMAN	FALL2025-ATN112 GUITAR/UKULELE-5 PARTICIPANTS	210.00
KIMBERLY KRANTZ	FALL2025-ATN092 POETRY-5 PARTICIPANTS	120.00
BREAKTHROUGH SPORTS LLC	FALL2025-ATN128 VOLLEYBALL-12 PARTICIPANTS	453.60
JOHN DAVID ALLEN JR	FALL2025-ATN145/140/064 TENNIS-14 PARTICIPANTS	519.60
MUSIC MOVES ACADEMY INC	FALL2025-ATN025 MUSIC-7 PARTICIPANTS	168.00
PRESTIGIOUS CLEANERS LLC	01/10 AVR DRY CLEANING	345.31
PRESTIGIOUS CLEANERS LLC	01/10 AVR DRY CLEANING	470.88
PRESTIGIOUS CLEANERS LLC	01/10 AVR DRY CLEANING	596.45
LYONS SECURITY SERVICE IN	DEC'25 AVR EVENT SECURITY SERVICES	1,996.50
LYONS SECURITY SERVICE IN	DEC'25 GCF SECURITY SERVICES	528.00
RICOH USA	OCT-DEC'25 C2500 AVR PRINTS (8774)	291.30
CINTAS CORPORATION NO. 2	DEC'25 AVR FIRST AID SUPPLIES	94.41
STAPLES ADVANTAGE	DEC'25 RCS OFFICE SUPPLIES	22.83
AT&T	DEC'25 AVR AT&T INTERNET SERVICE	1,023.84
SO CAL EDISON	DEC'25 ACCT#4551 FARM ELECTRICITY	352.21
SO CAL EDISON	DEC'25 ACCT#6247 AVR ELECTRICITY	2,761.76
GOTO COMMUNICATIONS	JAN'26 AVR GOTO VOIP SERVICE & SUPPORT	660.00
US BANK PURCHASING CARD PROGRAM	JB 11/24 DOLLARTREE-SEASONAL DECOR	19.50
US BANK PURCHASING CARD PROGRAM	JB 11/24 COSTCO-SUPPLIES	19.17
US BANK PURCHASING CARD PROGRAM	KB 12/03 OC TOOL HOUSE - PROJECT SUPPLIES AVR	236.60
MOULTON NIGUEL WATER DIST	ACCT#105234/104936/104935/104986 RANCH WATER SVC	1,230.79
MOULTON NIGUEL WATER DIST	ACCT#104515/104519 FARM WATER SVC	206.21

RECREATION SERVICES TOTAL: 18,400.69

GF-AV RECREATION SERVICES TOTAL: 18,463.69

203 - GAS TAX

TRAFFIC ENGINEERING

ITERIS, INC	JUL-NOV'25 TRAFFIC SIGNAL OPS	25,439.00
GMU GEOTECHNICAL INC	FY25-26 PAVEMENT MANAGEMENT PLAN SERVICES	4,575.85

TRAFFIC ENGINEERING TOTAL: 30,014.85

Vendor Name	Description (Item)	Amount
STREET MAINTENANCE		
PV MAINTENANCE INC	DEC'25 PVM STREET MAINTENANCE GAS TAX	30,360.63
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	DEC'25 USA DATABASE MAINT + 18 TICKETS	46.00
BEAR ELECTRICAL SOLUTIONS INC	NOV'25 TRAFFIC SIGNAL MAINTENANCE RESPONSE	4,919.99
BEAR ELECTRICAL SOLUTIONS INC	NOV'25 TRAFFIC SIGNAL MAINTENANCE ROUTINE	3,225.90
EL TORO WATER DISTRICT	11/10/25-12/18/25 MTR#5675 CALLE CORTEZ MEDIAN WAT	126.95
SCA OF CA LLC	DEC'25 STREET SWEEPING SERVICES	11,297.00
SO CAL EDISON	DEC'25 ACCT#2125 GS1 MEDIAN ELECTRICITY	74.95
SO CAL EDISON	DEC'25 ACCT#6377 LS2 ST LIGHTS ELECTRICITY	1,360.71
SO CAL EDISON	DEC'25 ACCT#7241 LS1 ST LIGHTS ELECTRICITY	18,446.36
SO CAL EDISON	DEC'25 ACCT#8254 TC1 ST LIGHTS ELECTRICITY	4,782.76
MOULTON NIGUEL WATER DIST	ACCT#64613/64615/65346 MEDIANS WATER SVC	349.44
	STREET MAINTENANCE TOTAL:	74,990.69
	GAS TAX TOTAL:	105,005.54
204 - MEASURE M		
GEN-MEASURE M		
OCY MANAGEMENT, LLC	DEC'25 M2 FUND TRANSPORTATION SVC	1,344.00
	GEN-MEASURE M TOTAL:	1,344.00
	MEASURE M TOTAL:	1,344.00
215 - PUBLIC SAFETY GRANTS		
LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	JAN'26 CITATION/MDC EQUIPMENT	6,918.26
US BANK PURCHASING CARD PROGRAM	JD 12/04 STALKER RADAR-LIDAR BATTERIES	291.95
US BANK PURCHASING CARD PROGRAM	JD 11/27 HANDCUFF BATON-POLICE EQUIPMENT	38.27
COUNTY OF ORANGE	JAN-MAR'26 800 MHZ COST ALLOCATION	7,389.26
	LAW ENFORCEMENT-OTHER TOTAL:	14,637.74
	PUBLIC SAFETY GRANTS TOTAL:	14,637.74
225 - INTEGRATED WASTE MGMT FD		
GEN-BEV CONTAINER RECYCLE		
BARCO PRODUCTS, LLC	RECYCLING CONTAINERS_CITY COUNTY BEV FUNDS	14,576.03
	GEN-BEV CONTAINER RECYCLE TOTAL:	14,576.03
GEN-TECHNOLOGY GRANTS		
RIO BRAVO ROCKLIN	SB1383 VALINOR ENERGY PROCUREMENT COMPLIANCE	19,223.10
	GEN-TECHNOLOGY GRANTS TOTAL:	19,223.10
	INTEGRATED WASTE MGMT FD TOTAL:	33,799.13
231 - OTHER GRANTS		
OTHER GRANTS		
COUNTY OF ORANGE	JAN'26 BEHAVIORAL HEALTH BUREAU - PLHA GRANT	2,692.92
	OTHER GRANTS TOTAL:	2,692.92
	OTHER GRANTS TOTAL:	2,692.92
251 - FEDERAL GRANTS		
GEN-FEDERAL GRANT		
MIKE LINARES INC	SEP'25 CDBG CONSULTANT SERVICES	1,880.00
MIKE LINARES INC	AUG'25 CDBG CONSULTANT SERVICES	1,762.50
MIKE LINARES INC	SEP'25 CDBG CONSULTANT SERVICES	1,233.75
PARENTIS FOUNDATION	CDBG READING TUTORING SERVICES FOR AT-RISK YOUTH	650.00
AGE WELL SENIOR SERVICES INC	FY25-26 MEALS ON WHEELS	2,075.00
	GEN-FEDERAL GRANT TOTAL:	7,601.25
	FEDERAL GRANTS TOTAL:	7,601.25
261 - CITY FAC.-AQUATIC CENTER		
PREMIER AQUATIC SERVICES	JAN'26 AQC MANAGEMENT RETENTION	(1,208.30)
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB JUL-SEP'25 SALES & USE TAX RETURN	288.00
		-920.30
GEN-AQUATIC CENTER		
COX COMMUNICATIONS, INC	DEC'25-JAN'26 ACCT#6702 AQC INTERNET	1,021.38

Vendor Name	Description (Item)	Amount
PREMIER AQUATIC SERVICES	JAN'26 AQC MANAGEMENT FEES	12,083.00
THE GAS COMPANY	12/04/25-01/06/26 MTR#15672349 AQC GAS SVC	3,425.62
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/10 RALPHS-HEATER PROPANE	23.69
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/01 JACKRABBIT-SERVICE PLATFORM	315.00
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/10 SCP-POOL MAINTENANCE	80.50
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/09 AMAZON-OFFICE SUPPLIES	99.53
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/05 AMAZON-OFFICE SUPPLIES	70.24
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/09 AMAZON-LG SIGNAGE	66.66
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/01 STAPLES-OFFICE PAPER	7.53
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/01 AMAZON-SUPPLIES	19.37
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/01 AMAZON-LESSON SUPPLIES	29.98
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/12 RALPHS-LESSON MATERIALS	5.61
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/09 RALPHS-LESSON MATERIALS	8.49
PREMIER AQUATIC SERVICES	DEC'25 AQC 12/31 GOOGLE-ADVERTISING	303.94
US BANK PURCHASING CARD PROGRAM	KB 12/09 SCP - POOL MOTOR PUMP AQC	534.87
US BANK PURCHASING CARD PROGRAM	KB 12/02 THE HOMEDEPOT - J BOX FOR AQW AQC	24.14
US BANK PURCHASING CARD PROGRAM	KB 12/15 DENAULTS - BOLLARD SUPPLIES AQC	21.97
MOULTON NIGUEL WATER DIST	ACCT#64095/64096 AQC WATER SVC	714.55
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/19 RALPHS-HEATER PROPANE	47.39
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/03 JACKRABBIT-SERVICE PLATFORM	315.00
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/14 SWIM OC-POOL MAINTENANCE	83.33
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/17 SCP-POOL MAINTENANCE	6.57
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/18 LESLIE'S-POOL MAINTENANCE	18.31
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/01 RALPHS-LESSON MATERIALS	5.98
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/11 THELIFEGUARDSTORE-OPERATIONS	45.80
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/1 AMAZON-LESSON MATERIALS	75.99
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/1 AMAZON-LESSON MATERIALS	92.54
PREMIER AQUATIC SERVICES	NOV '25 AQC 11/30 GOOGLE-ADVERTISING	303.31
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/07 COSTCO-F&B CONCESSIONS	130.92
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/14 RALPHS-PROPANE	47.39
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/01 JACKRABBIT-SERVICE PLATFORM	315.00
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/15 HOME DEPOT-POOL MAINT	9.67
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/07 SCP-POOL MAINT	39.53
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/01 AMAZON-OFFICE SUPPLIES	33.38
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/25 AMAZON-FACILITY SUPPLIES	50.37
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/08 AMAZON-MISC SUPPLIES	90.89
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/09 THELIFEGUARDSTORE-UMBRELLA	178.89
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/24 RALPHS-SWIM LESSON SUPPLIES	36.55
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/08 AMAZON-SWIM LESSON SUPPLIES	78.01
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/28 AMAZON-SWIM LESSON SUPPLIES	51.23
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/26 TRADER JOES-SWIM LESSON SUP	31.94
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/01 AMAZON-SWIM LESSON SUPPLIES	9.70
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/27 RALPHS-SWIM LESSON SUPPLIES	24.86
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/23 RALPHS-SWIM LESSON SUPPLIES	23.98
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/31 GOOGLE-ADVERTISING	303.90
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 12/08 WOOD CANYON PTA-MARKETING	500.00
PREMIER AQUATIC SERVICES	OCT'25 AQC REIMB 10/31 INDEED-ADVERTISING	150.00
GEN-AQUATIC CENTER TOTAL:		21,956.50
CITY FAC.-AQUATIC CENTER TOTAL:		21,036.20

311 - STREET IMPROVEMENTS

STREETS & HIGHWAYS

NV5, INC	NOV'25 GLENWOOD REHAB INSPECTION	14,526.14
STREETS & HIGHWAYS TOTAL:		14,526.14
STREET IMPROVEMENTS TOTAL:		14,526.14

331 - CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS

CT CONSTRUCTION SERVICES	CIP#57 CITY HALL FLOOR AND PAINT	155,430.58
SONITROL ORANGE COUNTY LLC	FIRE MONITORING PANEL UPGRADE - AVC	3,330.00
US BANK PURCHASING CARD PROGRAM	KB 12/04 THE HOMEDEPOT - WALL HANGERS (CIP #57)	10.70
US BANK PURCHASING CARD PROGRAM	KB 11/24 THE HOMEDEPOT-PAINT SAMPLES CH (CIP #57)	15.69
US BANK PURCHASING CARD PROGRAM	KB 11/25 SHERWIN-WILLIAMS-PAINT SAMPLES CIP #57	52.67
US BANK PURCHASING CARD PROGRAM	SP 12/14 STAPLES-PACKING BOXES CARPET PROJECT	215.39

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	SP 12/10 STAPLES-PACKING BOXES CARPET PROJECT	215.39
	CAPITAL IMPROVEMENTS TOTAL:	159,270.42
	CAPITAL IMPROVEMENTS TOTAL:	159,270.42

731 - CFD 2005-01

TRUST FUND

KOPPEL & GRUBER PUBLIC FIN.	OCT-DEC'25 CFD REIMB EXPENSES	39.98
KOPPEL & GRUBER PUBLIC FIN.	OCT-DEC'25 ANNUAL CFD ADMIN SERVICES	2,337.24
	TRUST FUND TOTAL:	2,377.22
	CFD 2005-01 TOTAL:	2,377.22

GRAND TOTAL: 2,632,121.59

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	2,243,548.45	2,243,548.45
102 - GEN. FD-CITY HALL	7,818.89	7,818.89
103 - GF-AV RECREATION SERVICES	18,463.69	18,463.69
203 - GAS TAX	105,005.54	105,005.54
204 - MEASURE M	1,344.00	1,344.00
215 - PUBLIC SAFETY GRANTS	14,637.74	14,637.74
225 - INTEGRATED WASTE MGMT FD	33,799.13	33,799.13
231 - OTHER GRANTS	2,692.92	2,692.92
251 - FEDERAL GRANTS	7,601.25	7,601.25
261 - CITY FAC.-AQUATIC CENTER	21,036.20	21,036.20
311 - STREET IMPROVEMENTS	14,526.14	14,526.14
331 - CAPITAL IMPROVEMENTS	159,270.42	159,270.42
731 - CFD 2005-01	2,377.22	2,377.22
Grand Total:	2,632,121.59	2,632,121.59

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	2,243,548.45
102 - GEN. FD-CITY HALL	7,818.89
103 - GF-AV RECREATION SERVICES	18,463.69
203 - GAS TAX	105,005.54
204 - MEASURE M	1,344.00
215 - PUBLIC SAFETY GRANTS	14,637.74
225 - INTEGRATED WASTE MGMT FD	33,799.13
231 - OTHER GRANTS	2,692.92
251 - FEDERAL GRANTS	7,601.25
261 - CITY FAC.-AQUATIC CENTER	21,036.20
311 - STREET IMPROVEMENTS	14,526.14
331 - CAPITAL IMPROVEMENTS	159,270.42
731 - CFD 2005-01	2,377.22
Grand Total:	2,632,121.59

Account Summary

Account Number	Account Name	Payment Amount
101-1203-000	ACCOUNTS RECEIVABLE	150.01
101-2505-000	DENTAL INSURANCE PA...	1,992.29
101-2508-000	VISION INSURANCE PAY...	307.34
101-2602-000	PLANNING DEPOSIT	1,232.40
101-2603-000	ENGINEERING DEPOSIT	675.00
101-2606-000	C & D DEPOSIT	1,500.00
101-36420	SMIP	1,638.61
101-36425	CASP CERT/TRNG	78.80
101-36430	BUILDING STANDARD FE...	409.50
101-4-1101-4520-000	MTGS/CONF./TRNG & D...	1,012.95
101-4-1501-4207-000	DENTAL INSURANCE	65.71
101-4-1501-4208-000	VISION INSURANCE	9.32
101-4-1501-4520-000	MTGS/CONF./TRNG & D...	675.00
101-4-1501-4611-000	PUBLICATIONS/REF MAT...	165.96
101-4-1502-4781-000	C.S-OTHER	1,075,091.40
101-4-1503-4309-000	OTHER CONTRACTUAL S...	505.80
101-4-1503-4520-000	MTGS/CONF./TRNG & D...	472.35
101-4-1503-4521-000	MEMBERSHIP & DUES	508.33
101-4-1503-4601-000	SUPPLIES	180.75
101-4-1601-4734-000	CODIFICATION	215.00
101-4-2501-4301-000	PROFESSIONAL SERVICES	3,217.23
101-4-2501-4309-000	OTHER CONTRACTUAL S...	30.00
101-4-2501-4601-000	SUPPLIES	47.05
101-4-3101-4301-000	PROFESSIONAL SERVICES	3,216.67
101-4-3101-4305-000	TECHNOLOGY SERVICES	7,883.55
101-4-3101-4481-000	COMPUTER EXPENSE	1,221.31
101-4-3101-4541-000	SUBSCRIPTION FINANCI...	34,455.64
101-4-3101-4542-000	SUBSCRIPTION FINANCI...	2,039.00
101-4-3101-4601-000	SUPPLIES	22.96
101-4-3501-4301-000	PROFESSIONAL SERVICES	112.50
101-4-3501-4431-000	BUILDING & GROUND M...	116.36
101-4-3501-4471-000	RENT	430.78
101-4-3501-4513-000	PRINTING	171.05
101-4-3501-4516-000	FUEL	501.04
101-4-3501-4517-000	VEHICLE MAINTENANCE	1,833.29
101-4-3501-4553-000	COMMUNITY BRANDING	6,500.00
101-4-3501-4601-000	SUPPLIES	245.77
101-4-3501-4612-000	OPERATING SUPPLIES	2,313.66
101-4-4101-4501-000	ADVERTISING & PROMO...	17,291.72
101-4-4101-4520-000	MTGS/CONF./TRNG & D...	36.20

Account Summary

Account Number	Account Name	Payment Amount
101-4-4101-4524-000	RECREATION-SENIOR TR...	336.00
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	1,246.07
101-4-4101-4601-000	SUPPLIES	20.27
101-4-4102-4411-000	UTILITIES	885.49
101-4-4102-4431-000	BUILDING & GROUND M...	386.00
101-4-4103-4411-000	UTILITIES	1,249.19
101-4-4104-4529-000	REC-YOUTH PROGRAMS	15,000.00
101-4-4401-4520-000	MTGS/CONF./TRNG & D...	337.03
101-4-4401-4731-000	GENERAL PLAN	4,290.00
101-4-4402-4751-000	C.S-BUILDING	48,137.92
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	8,294.20
101-4-4501-4471-000	RENT	1,035.00
101-4-4501-4521-000	MEMBERSHIP & DUES	50.00
101-4-4501-4562-000	PERMITS	703.50
101-4-4501-4701-000	NPDES	450.00
101-4-4503-4771-000	C.S-STREET MAINTENAN...	25,116.20
101-4-5101-4308-000	LAW ENFORCEMENT	944,992.18
101-4-5102-4517-000	VEHICLE MAINTENANCE	5,270.12
101-4-5102-4520-000	MTGS/CONF./TRNG & D...	1,402.65
101-4-5102-4721-000	C.S-CROSSING GUARDS	14,287.14
101-4-5401-4471-000	RENT	811.00
101-4-5401-4520-000	MTGS/CONF/TRNG & D...	593.82
101-4-5401-4612-000	OPERATING SUPPLIES	82.37
102-4-3501-4411-000	UTILITIES	6,316.06
102-4-3501-4431-000	BUILDING & GROUND M...	1,502.83
103-34161	CONTRACT CLASSES	63.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	2,177.48
103-4-4105-4309-000	OTHER CONTRACTUAL S...	5,402.05
103-4-4105-4411-000	UTILITIES	3,992.55
103-4-4105-4431-000	BUILDING & GROUND M...	2,233.10
103-4-4105-4451-000	FARM OPERATING EXPE...	1,086.42
103-4-4105-4561-000	TAXES/FEES/PERMITS	1,312.70
103-4-4105-4601-000	SUPPLIES	155.91
103-4-4105-4612-000	OPERATING SUPPLIES	2,040.48
203-4-4502-4301-000	PROFESSIONAL SERVICES	30,014.85
203-4-4503-4411-000	UTILITIES	25,141.17
203-4-4503-4771-000	C.S-STREET MAINTENAN...	38,552.52
203-4-4503-4772-000	C.S-STREET SWEEPING	11,297.00
204-4-6104-4309-000	OTHER CONTRACTUAL S...	1,344.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	14,637.74
225-4-6125-4309-000	OTHER CONTRACTUAL S...	14,576.03
225-4-6141-4309-000	OTHER CONTRACTUAL S...	19,223.10
231-4-6131-4309-000	OTHER CONTRACTUAL S...	2,692.92
251-4-6151-4309-000	OTHER CONTRACTUAL S...	7,601.25
261-2102-000	VOUCHERS PAYABLE	288.00
261-2103-000	RETENTIONS PAYABLE	-1,208.30
261-4-6161-7301-000	COST OF F&B	130.92
261-4-6161-7401-000	EQUIPMENT MAINTENA...	118.47
261-4-6161-7402-000	COMPUTER EXPENSE	945.00
261-4-6161-7411-000	UTILITIES	5,161.55
261-4-6161-7421-000	BUILDING & GROUND M...	580.98
261-4-6161-7425-000	POOL MAINTENANCE	237.91
261-4-6161-7431-000	SUPPLIES	437.97
261-4-6161-7432-000	MINOR EQUIPMENT	178.89
261-4-6161-7433-000	OPERATING SUPPLIES	520.66
261-4-6161-7441-000	MARKETING	1,561.15
261-4-6161-7451-000	MANAGEMENT FEES	12,083.00
311-4-8301-5601-000	CONSTRUCTION MANA...	14,526.14

Account Summary

Account Number	Account Name	Payment Amount
331-4-8701-5910-000	IMPROVEMENTS	159,270.42
731-4-7501-4542-000	INTEREST & FISCAL CHGS	<u>2,377.22</u>
	Grand Total:	2,632,121.59

Project Account Summary

Project Account Key	Payment Amount
None	2,424,649.40
0575910	155,940.42
1002FALL	5,385.80
1002WINTER	16.25
10044309	2,692.92
1115910	3,330.00
1255601	14,526.14
9024612	2,210.52
9324520	1,012.95
9934527	1,226.69
ENG 2256	675.00
SB13834309	19,223.10
SDP-2024-00001	<u>1,232.40</u>
	Grand Total:
	2,632,121.59

City of Aliso Viejo

AGENDA ITEM



DATE: February 4, 2026
TO: Mayor and City Council
FROM: Ann Eifert, Director of Financial Services
SUBJECT: ACCOUNTS PAYABLE

Recommended Action:

Ratify accounts payable checks and electronic funds transfers issued between December 20, 2025, and January 15, 2026, in the amount of \$2,632,121.59.

Fiscal Impact:

Expenditures in the amount of \$2,632,121.59.

Background:

The City issues accounts payable checks on a bi-weekly basis and presents them to the City Council for ratification at its next regularly scheduled City Council meeting.

Discussion:

The attached registers containing checks and electronic funds transfers issued between December 20, 2025, and January 15, 2026, for \$2,632,121.59, are being presented for ratification. All payments have been made in compliance with the City's purchasing policy and procedures. Payments have been reviewed and approved by the appropriate departmental staff. The issued accounts payable checks and electronic funds transfers have been reviewed and deemed in accordance with the fiscal year budget by the Director of Financial Services.

Attachment:

1. Accounts Payable Report

City of Aliso Viejo

AGENDA ITEM



DATE: February 4, 2026
TO: Mayor and City Council
FROM: Ann Eifert, Director of Financial Services/City Treasurer
SUBJECT: TREASURER'S STATEMENT – DECEMBER 2025

Recommended Action:

Receive and file the December 2025 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact.

Background:

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

Discussion:

The City's portfolio consists of investments in Certificates of Deposits, US Treasuries, US Federal Agencies, Corporate Bonds, and Local Agency Investment Fund (LAIF). All funds invested with LAIF are available for withdrawal within 24 hours.

The Treasurer's Statement provides information regarding the City's investment portfolio and activity during the reporting month. The City's investment portfolio is in compliance with all government codes as well as the City's investment policy. Interest is credited to the City's bank account monthly and allocated among the City's funds. The current portfolio provides sufficient cash flow liquidity to meet the upcoming operating expenses and spending requirements for the next 6 months.

Attachment:

Attachment 1 – December 2025 Treasurer's Statement

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

December 31, 2025

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
CASH BALANCE (ALL FUNDS)	\$ 11,041,874.49	\$ 4,455,267.25	\$ 3,296,599.45	\$ 12,200,542.29
CITY TRUST FUNDS:				
AV RANCH FOUNDATION	\$ 100.00			100.00
CFD 2005-01	\$ 125,947.52	716,965.87	856,652.61	(13,739.22)
COMMUNITY TRUST	\$ 5,668.48			5,668.48
CASH BALANCE TOTALS	\$ 11,173,590.49	\$ 5,172,233.12	\$ 4,153,252.06	\$ 12,192,571.55

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	\$ 935,093.74	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	\$ 9,822,067.08	
	MONEY MARKET/SWEEP ACCOUNT	\$ 1,435,410.73	
	TOTAL CASH		\$ 12,192,571.55
Years to Maturity for December 2025		1.85	
Weighted Average Yield for December 2025		3.920%	

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

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

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.		\$ 44,490,283.14
Cash With Fiscal Agent	COPS/CFD 2005-01	2,502,658.28
Cash With Investment Advisor	City Investments	40,663,158.24
AV Center		1,108,754.03
PR Account		213,788.98
Petty Cash		1,923.61
	GRAND TOTAL OF CITY FUNDS	\$ 56,682,854.69

Portfolio Summary

3.92

Weighted Average Yield to Maturity

1.85

Weighted Average Maturity (Years)

1.71

Portfolio Effective Duration (Years)

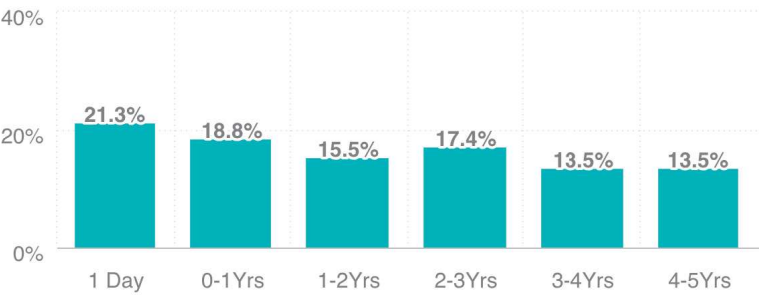
1.85

Weighted Average Life (Years)

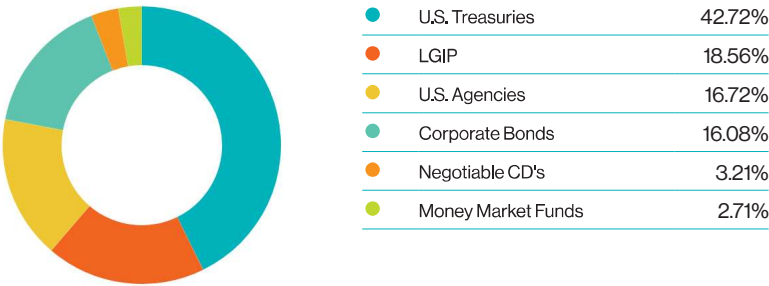
AA

Average Credit Rating

Maturity Distribution



Sector Allocation

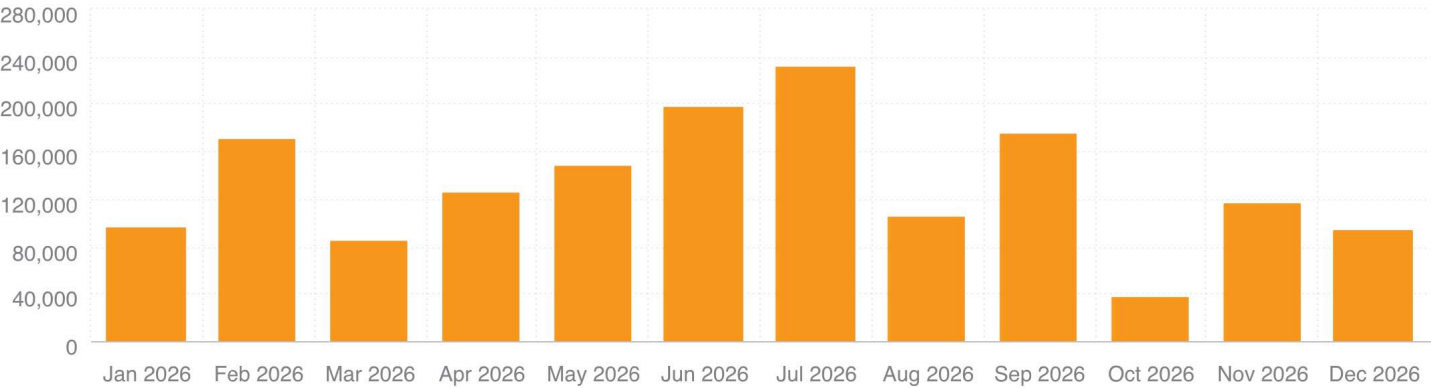


MEEDER
PUBLIC FUNDS

Custodial Reconciliation

	CURRENT MONTH
Beginning	41,960,410.68
Contributions/Withdrawals	0.00
Management Fees	0.00
Custodian Fees	(267.71)
Realized Gains Losses	23,102.73
Purchased Interest	0.00
Interest Received	115,323.27
ENDING	42,098,568.97

Projected Monthly Income Schedule





Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF ALISO VIEJO												
LGIP												
CALAIF	California LAIF	12/31/2025 12/31/2025	9,822,067.08	9,822,067.08 0.00	9,822,067.08	4.03		1	1.00 9,822,067.08	0.00 9,822,067.08	18.56	NA
LGIP TOTAL			9,822,067.08	9,822,067.08 0.00	9,822,067.08	4.03		1	1.00 9,822,067.08	0.00 9,822,067.08	18.56	NA
MONEY MARKET FUNDS												
31846V567	FIRST AMER:GVT OBLG;Z	12/31/2025 12/31/2025	1,435,410.73	1,435,410.73 0.00	1,435,410.73	3.64		1	1.00 1,435,410.73	0.00 1,435,410.73	2.71	Aaa AAA
MONEY MARKET FUNDS TOTAL			1,435,410.73	1,435,410.73 0.00	1,435,410.73	3.64		1	1.00 1,435,410.73	0.00 1,435,410.73	2.71	AAA
U.S. TREASURIES												
91282CBH3	US TREASURY 0.375 01/31/26	05/06/2025 05/08/2025	1,000,000.00	973,242.19 0.00	973,242.19	4.12	01/31/2026	31	99.71 997,109.38	23,867.19 973,242.19	1.88	Aa1 AA+
91282CGL9	US TREASURY 4.000 02/15/26	05/30/2023 05/30/2023	1,000,000.00	997,578.13 0.00	997,578.13	4.09	02/15/2026	46	100.00 1,000,039.06	2,460.93 997,578.13	1.89	Aa1 AA+
91282CGV7	US TREASURY 3.750 04/15/26	01/22/2024 01/22/2024	1,200,000.00	1,187,437.50 0.00	1,187,437.50	4.24	04/15/2026	105	100.04 1,200,515.63	13,078.13 1,187,437.50	2.27	Aa1 AA+
91282CCF6	US TREASURY 0.750 05/31/26	06/13/2022 06/13/2022	1,000,000.00	915,976.56 0.00	915,976.56	3.01	05/31/2026	151	98.84 988,359.38	72,382.82 915,976.56	1.87	Aa1 AA+
91282CCJ8	US TREASURY 0.875 06/30/26	06/29/2022 06/29/2022	1,000,000.00	913,125.00 0.00	913,125.00	3.20	06/30/2026	181	98.69 986,875.00	73,750.00 913,125.00	1.86	Aa1 AA+
91282CCP4	US TREASURY 0.625 07/31/26	01/13/2023 01/13/2023	1,100,000.00	987,292.97 0.00	987,292.97	3.73	07/31/2026	212	98.32 1,081,523.44	94,230.47 987,292.97	2.04	Aa1 AA+
91282CJP7	US TREASURY 4.375 12/15/26	05/06/2025 05/08/2025	1,000,000.00	1,007,695.31 0.00	1,007,695.31	3.87	12/15/2026	349	100.78 1,007,773.44	78.13 1,007,695.31	1.90	Aa1 AA+
91282CJT9	US TREASURY 4.000 01/15/27	01/22/2024 01/22/2024	1,000,000.00	996,718.75 0.00	996,718.75	4.12	01/15/2027	380	100.48 1,004,804.69	8,085.94 996,718.75	1.90	Aa1 AA+
912828X88	US TREASURY 2.375 05/15/27	06/29/2022 06/29/2022	1,000,000.00	962,851.56 0.00	962,851.56	3.20	05/15/2027	500	98.48 984,804.69	21,953.13 962,851.56	1.86	Aa1 AA+
9128282R0	US TREASURY 2.250 08/15/27	01/13/2023 01/13/2023	1,050,000.00	990,322.27 0.00	990,322.27	3.60	08/15/2027	592	98.05 1,029,574.22	39,251.95 990,322.27	1.95	Aa1 AA+
9128284N7	US TREASURY 2.875 05/15/28	09/18/2024 09/19/2024	1,000,000.00	979,882.81 0.00	979,882.81	3.47	05/15/2028	866	98.58 985,781.25	5,898.44 979,882.81	1.86	Aa1 AA+
91282CCRO	US TREASURY 1.000 07/31/28	09/18/2024 09/19/2024	1,000,000.00	910,507.81 0.00	910,507.81	3.50	07/31/2028	943	93.83 938,281.25	27,773.44 910,507.81	1.77	Aa1 AA+
91282CCV1	US TREASURY 1.125 08/31/28	12/21/2023 12/21/2023	1,000,000.00	878,750.00 0.00	878,750.00	3.98	08/31/2028	974	93.94 939,375.00	60,625.00 878,750.00	1.78	Aa1 AA+
91282CDF5	US TREASURY 1.375 10/31/28	12/21/2023 12/21/2023	1,500,000.00	1,328,906.25 0.00	1,328,906.25	3.98	10/31/2028	1,035	94.21 1,413,164.07	84,257.82 1,328,906.25	2.67	Aa1 AA+
91282CJR3	US TREASURY 3.750 12/31/28	01/22/2024 01/22/2024	1,000,000.00	987,695.31 0.00	987,695.31	4.03	12/31/2028	1,096	100.57 1,005,703.13	18,007.82 987,695.31	1.90	Aa1 AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
9128286T2	US TREASURY 2.375 05/15/29	11/17/2025 11/18/2025	700,000.00	671,179.69 137.78	671,317.47	3.64	05/15/2029	1,231	96.16 673,148.44	1,968.75 671,179.69	1.27	Aa1 AA+
91282CLC3	US TREASURY 4.000 07/31/29	07/14/2025 07/15/2025	1,000,000.00	1,002,304.69 0.00	1,002,304.69	3.94	07/31/2029	1,308	101.30 1,013,046.88	10,742.19 1,002,304.69	1.91	Aa1 AA+
91282CLR0	US TREASURY 4.125 10/31/29	11/25/2024 11/26/2024	1,000,000.00	996,445.31 0.00	996,445.31	4.21	10/31/2029	1,400	101.72 1,017,187.50	20,742.19 996,445.31	1.92	Aa1 AA+
91282CGB1	US TREASURY 3.875 12/31/29	02/07/2025 02/10/2025	1,000,000.00	978,828.13 0.00	978,828.13	4.36	12/31/2029	1,461	100.85 1,008,515.63	29,687.50 978,828.13	1.91	Aa1 AA+
91282CMG3	US TREASURY 4.250 01/31/30	05/06/2025 05/08/2025	1,000,000.00	1,015,507.81 0.00	1,015,507.81	3.89	01/31/2030	1,492	102.23 1,022,343.75	6,835.94 1,015,507.81	1.93	Aa1 AA+
91282CGS4	US TREASURY 3.625 03/31/30	11/18/2025 11/19/2025	700,000.00	698,851.56 3,485.58	702,337.14	3.67	03/31/2030	1,551	99.82 698,742.19	(109.37) 698,851.56	1.32	Aa1 AA+
91282CMZ1	US TREASURY 3.875 04/30/30	05/06/2025 05/08/2025	1,000,000.00	998,867.19 0.00	998,867.19	3.90	04/30/2030	1,581	100.80 1,007,968.75	9,101.56 998,867.19	1.90	Aa1 AA+
91282CNK3	US TREASURY 3.875 06/30/30	10/20/2025 10/21/2025	600,000.00	607,898.44 0.00	607,898.44	3.57	06/30/2030	1,642	100.77 604,593.75	(3,304.69) 607,898.44	1.14	Aa1 AA+
U.S. TREASURIES TOTAL			22,850,000.00	21,987,865.24 3,623.36	21,991,488.60	3.81		799	99.01 22,609,230.53	621,365.29 21,987,865.24	42.72	AA+
U.S. AGENCIES												
3130ALHH0	FHLBANKS 0.960 03/05/26 '25	05/06/2025 05/08/2025	1,000,000.00	974,710.00 0.00	974,710.00	4.11	03/05/2026	64	99.52 995,170.00	20,460.00 974,710.00	1.88	Aa1 AA+
3130AK5J1	FHLBANKS 0.700 09/18/26 '25	02/16/2023 02/16/2023	1,000,000.00	872,060.00 0.00	872,060.00	4.61	09/18/2026	261	97.81 978,110.00	106,050.00 872,060.00	1.85	Aa1 AA+
880591EU2	TVA 2.875 02/01/27	05/06/2025 05/08/2025	1,000,000.00	983,560.00 0.00	983,560.00	3.86	02/01/2027	397	99.20 991,970.00	8,410.00 983,560.00	1.87	Aa1 AA+
3130ASD63	FHLBANKS 3.250 06/28/27	06/28/2022 06/28/2022	1,000,000.00	1,000,000.00 0.00	1,000,000.00	3.25	06/28/2027	544	99.34 993,360.00	(6,640.00) 1,000,000.00	1.88	Aa1 AA+
3133EPAU9	FED FARM CR BNKS 3.875 07/14/27	02/16/2023 02/16/2023	1,000,000.00	990,390.00 0.00	990,390.00	4.12	07/14/2027	560	100.47 1,004,670.00	14,280.00 990,390.00	1.90	Aa1 AA+
3136G4X99	FANNIE MAE 0.740 08/25/27 '26	04/06/2023 04/06/2023	1,000,000.00	876,610.00 0.00	876,610.00	3.82	08/25/2027	602	95.26 952,600.00	75,990.00 876,610.00	1.80	Aa1 AA+
3130AMX98	FHLBANKS 2.000 06/30/28	07/10/2025 07/11/2025	1,000,000.00	947,446.00 0.00	947,446.00	3.89	06/30/2028	912	95.88 958,840.00	11,394.00 947,446.00	1.81	Aa1 AA+
3133EMSX1	FED FARM CR BNKS 1.550 03/15/29 '25	02/06/2025 02/07/2025	500,000.00	447,120.00 0.00	447,120.00	4.39	03/15/2029	1,170	93.22 466,075.00	18,955.00 447,120.00	0.88	Aa1 AA+
3130B2GZ2	FHLBANKS 4.200 08/13/29 '26	08/21/2024 08/23/2024	250,000.00	250,000.00 0.00	250,000.00	4.20	08/13/2029	1,321	99.82 249,560.00	(440.00) 250,000.00	0.47	Aa1 AA+
3133EL6D1	FED FARM CR BNKS 1.230 09/10/29 '25	02/06/2025 02/07/2025	500,000.00	434,525.00 0.00	434,525.00	4.41	09/10/2029	1,349	91.15 455,745.00	21,220.00 434,525.00	0.86	Aa1 AA+
880591FE7	TVA 3.875 08/01/30	09/18/2025 09/19/2025	800,000.00	804,848.00 3,530.56	808,378.56	3.74	08/01/2030	1,674	100.39 803,112.00	(1,736.00) 804,848.00	1.52	Aa1 AA+
U.S. AGENCIES TOTAL			9,050,000.00	8,581,269.00 3,530.56	8,584,799.56	3.99		689	97.85 8,849,212.00	267,943.00 8,581,269.00	16.72	AA+
NEGOTIABLE CD'S												



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
02007GXG3	ALLY BANK 3.450 08/04/26	08/04/2022 08/04/2022	245,000.00	245,000.00 0.00	245,000.00	3.45	08/04/2026	216	99.88 244,698.65	(301.35) 245,000.00	0.46	NA NA
38149MYB3	GOLDMAN BANK USA 1.000 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	1.00	08/11/2026	223	98.42 241,119.20	(3,880.80) 245,000.00	0.46	NA NA
90348JR93	UBS USA 0.950 08/11/26	08/11/2021 08/11/2021	245,000.00	245,000.00 0.00	245,000.00	0.95	08/11/2026	223	98.38 241,026.10	(3,973.90) 245,000.00	0.46	NA NA
254673N44	CAPITL ONE NA 3.500 07/29/27	08/03/2022 08/03/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	07/29/2027	575	98.03 240,168.13	(4,831.87) 245,000.00	0.45	NA NA
87164XN93	SYNCHRONY BANK 3.500 08/05/27	08/05/2022 08/05/2022	245,000.00	245,000.00 0.00	245,000.00	3.50	08/05/2027	582	98.01 240,117.85	(4,882.15) 245,000.00	0.45	NA NA
02589ADQ2	AM EX BK 3.450 08/10/27	08/12/2022 08/12/2022	245,000.00	243,775.00 0.00	243,775.00	3.56	08/10/2027	587	99.85 244,639.85	864.85 243,775.00	0.46	NA NA
58404DVV0	MEDALLION BANK 3.800 08/30/29	08/21/2024 08/30/2024	245,000.00	245,000.00 0.00	245,000.00	3.80	08/30/2029	1,338	100.00 245,000.00	0.00 245,000.00	0.46	NA NA
NEGOTIABLE CD'S TOTAL			1,715,000.00	1,713,775.00 0.00	1,713,775.00	2.83		536	98.94 1,696,769.78	(17,005.22) 1,713,775.00	3.21	NA
CORPORATE BONDS												
14913UAR1	CTRPLLR FIN SERV 4.400 10/15/27 MTN	11/25/2024 11/26/2024	500,000.00	498,865.00 0.00	498,865.00	4.48	10/15/2027	653	101.25 506,255.00	7,390.00 498,865.00	0.96	A2 A
24422EWR6	JOHN DEERE CAP 4.750 01/20/28 MTN	11/25/2024 11/26/2024	500,000.00	504,235.00 0.00	504,235.00	4.46	01/20/2028	750	101.90 509,500.00	5,265.00 504,235.00	0.96	A1 A
931142FB4	WALMART 3.900 04/15/28 '28	11/25/2024 11/26/2024	325,000.00	320,619.00 0.00	320,619.00	4.33	04/15/2028	836	100.51 326,641.25	6,022.25 320,619.00	0.62	Aa2 AA
931142ES8	WALMART 1.500 09/22/28 '28	07/10/2025 07/11/2025	1,000,000.00	925,020.00 0.00	925,020.00	4.02	09/22/2028	996	94.57 945,650.00	20,630.00 925,020.00	1.79	Aa2 AA
14913UBD1	CTRPLLR FIN SERV 3.950 11/14/28 MTN	11/17/2025 11/18/2025	700,000.00	699,804.00 307.22	700,111.22	3.96	11/14/2028	1,049	100.21 701,477.00	1,673.00 699,804.00	1.33	A2 A
58933YBD6	MERCK & CO 1.900 12/10/28 '28	11/25/2024 11/26/2024	500,000.00	452,905.00 0.00	452,905.00	4.47	12/10/2028	1,075	94.81 474,070.00	21,165.00 452,905.00	0.90	Aa3 A+
17275RBR2	CISCO SYSTEMS 4.850 02/26/29 '29	11/01/2024 11/04/2024	500,000.00	506,060.00 0.00	506,060.00	4.53	02/26/2029	1,153	102.69 513,430.00	7,370.00 506,060.00	0.97	A1 AA-
023135CG9	AMAZON.COM 3.450 04/13/29 '29	11/01/2024 11/04/2024	500,000.00	481,580.00 0.00	481,580.00	4.37	04/13/2029	1,199	98.79 493,965.00	12,385.00 481,580.00	0.93	A1 AA
30303M8S4	META PLATFORMS 4.300 08/15/29 '29	11/01/2024 11/04/2024	500,000.00	496,070.00 0.00	496,070.00	4.48	08/15/2029	1,323	101.17 505,825.00	9,755.00 496,070.00	0.96	Aa3 AA-
857449AE2	STATE STR BK TR 4.782 11/23/29	11/25/2024 11/26/2024	500,000.00	502,115.00 0.00	502,115.00	4.69	11/23/2029	1,423	102.90 514,495.00	12,380.00 502,115.00	0.97	Aa2 AA-
713448GB8	PEPSICO 4.600 02/07/30 '30	02/05/2025 02/07/2025	500,000.00	499,160.00 0.00	499,160.00	4.64	02/07/2030	1,499	102.27 511,340.00	12,180.00 499,160.00	0.97	A1 A+
717081EY5	PFIZER 1.700 05/28/30 '30	08/21/2025 08/22/2025	625,000.00	556,418.75 0.00	556,418.75	4.27	05/28/2030	1,609	90.52 565,718.75	9,300.00 556,418.75	1.07	A2 A
713448GH5	PEPSICO 4.300 07/23/30 '30	08/21/2025 08/22/2025	625,000.00	626,756.25 2,164.93	628,921.18	4.24	07/23/2030	1,665	101.02 631,375.00	4,618.75 626,756.25	1.19	A1 A+
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	09/22/2025 09/23/2025	800,000.00	803,696.00 1,291.11	804,987.11	4.05	09/15/2030	1,719	100.29 802,320.00	(1,376.00) 803,696.00	1.52	Aa3 A+

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
166756BJ4	CHEVRON USA 4.300 10/15/30 '30	10/20/2025 10/21/2025	500,000.00	506,945.00 4,061.11	511,006.11	3.98	10/15/2030	1,749	100.98 504,910.00	(2,035.00) 506,945.00	0.95	Aa2 AA-
CORPORATE BONDS TOTAL			8,575,000.00	8,380,249.00 7,824.37	8,388,073.37	4.30		1,264	99.34 8,506,972.00	126,723.00 8,380,249.00	16.08	A+
CITY OF ALISO VIEJO TOTAL			53,447,477.81	51,920,636.05 14,978.29	51,935,614.34	3.92		677	52,919,662.11	999,026.06 51,920,636.05	100.00	AA
GRAND TOTAL			53,447,477.81	51,920,636.05 14,978.29	51,935,614.34	3.92		677	52,919,662.11	999,026.06 51,920,636.05	100.00	AA

Transaction Statement

CITY OF ALISO VIEJO								
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	12/26/2025	12/26/2025	912797NU7	UNITED STATES TREASURY 0.0 12/26/2025	(490,000.00)	477,942.27	490,000.00	12,057.73
	12/30/2025	12/30/2025	59013KLQ7	Merrick Bank 0.55 12/30/2025	(245,000.00)	245,000.00	245,000.00	0.00
	12/30/2025	12/30/2025	3135G06Q1	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.64 12/30/2025	(500,000.00)	488,955.00	500,000.00	11,045.00
MATURITY TOTAL					(1,235,000.00)	1,211,897.27	1,235,000.00	23,102.73

California State Treasurer
Fiona Ma, CPA



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

CITY OF ALISO VIEJO

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

Account Number: 98-30-007

December 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
12/3/2025	12/3/2025	RD	1787506	1748137	ANN EIFERT	900,000.00
12/22/2025	12/22/2025	RD	1788263	1748891	ANN EIFERT	1,100,000.00

Account Summary

Total Deposit:	2,000,000.00	Beginning Balance:	7,822,067.08
Total Withdrawal:	0.00	Ending Balance:	9,822,067.08



PMIA/LAIF Performance Report as of 01/07/26



Quarterly Performance Quarter Ended 9/30/25

LAIF Apportionment Rate ⁽²⁾ :	4.34
LAIF Earnings Ratio ⁽²⁾ :	0.00011893333163814
LAIF Administrative Cost ^{(1)*} :	0.26
LAIF Fair Value Factor ⁽¹⁾ :	1.001929581
PMIA Daily ⁽¹⁾ :	4.19
PMIA Quarter to Date ⁽¹⁾ :	4.24
PMIA Average Life ⁽¹⁾ :	254

PMIA Average Monthly Effective Yields⁽¹⁾

December	4.025
November	4.096
October	4.150
September	4.212
August	4.251
July	4.258

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 11/30/25 \$155.9 billion

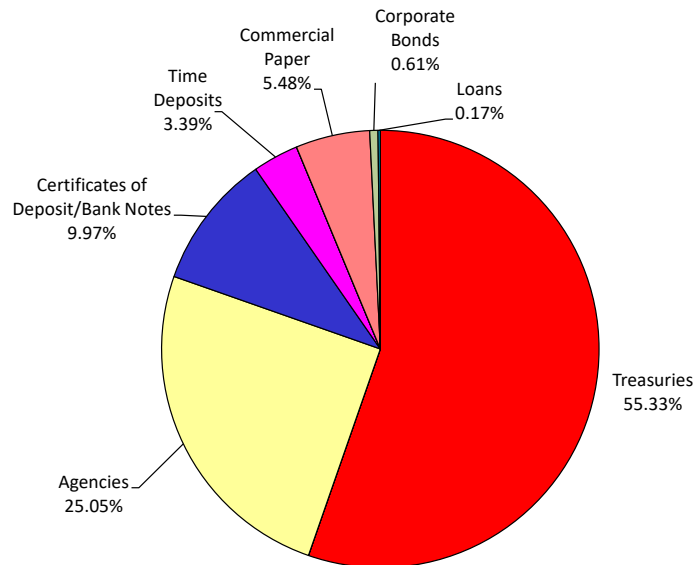


Chart does not include \$936,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Aliso Viejo

AGENDA ITEM



DATE: February 4, 2026

TO: Mayor and City Council

FROM: Kathy Bailor, Interim City Clerk

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION 14.080 OF THE MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY UNITS

Recommended Action:

Conduct a second reading and adopt an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING SECTION 15.14.080 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

Fiscal Impact:

None.

Discussion:

On January 21, 2026, the City Council approved the introduction and first reading of the subject Ordinances by 5-0 vote. If adopted, the Ordinances will take effect 30 days after adoption.

Attachments:

1. Ordinance

ORDINANCE NO. 2026-252

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AMENDING SECTION 15.14.080 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

WHEREAS, the City of Aliso Viejo, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2025, the California Legislature approved, and the Governor signed into law, further amendments to state ADU law; and

WHEREAS, new updates to state ADU law take effect on January 1, 2026, and for the City’s ADU ordinance to remain valid, it must be amended to reflect the most recent changes to state law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect the most recent changes to state law; and

WHEREAS, on December 3, 2025, the City Council held a duly noticed public hearing as prescribed by law and considered written and verbal public testimony that was submitted prior to the hearing and during the hearing, and evidence and recommendations presented by staff in the agenda report and oral presentation and introduced the Ordinance; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

NOW, THEREFORE, the City Council of the City of Aliso Viejo does ordain as follows:

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

SECTION 2. CEQA. Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an

ordinance by a city or county implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, adoption of the Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

SECTION 3. General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

SECTION 4. Code Amendment. Section 15.14.080 of the Aliso Viejo Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 5. Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 6. HCD Submittal. In accordance with Government Code sections 66326 and 66333.5, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

SECTION 7. Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8. Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 12 Journey, Suite 100, Aliso Viejo, CA 92656.

SECTION 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2026.

[Insert Name]
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

Kathy Bailor, Interim City Clerk

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

I, KATHY BAILOR, Interim City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Ordinance No. 2026-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the __ day of _____, 2026, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

KATHY BAILOR
INTERIM CITY CLERK

(SEAL)

I hereby certify that the foregoing is the original of Ordinance No. 2026-__ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held _____, 2026, and that the Summary of the Ordinance was published on _____ in the Orange County Register.

KATHY BAILOR
INTERIM CITY CLERK

(SEAL)

EXHIBIT A
Amended ADU Regulations
(follows this page)

EXHIBIT A

Amended AVMC Section 15.14.080

15.14.080 Accessory dwelling units.

- A. **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code.
- B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
1. Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.
 2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 3. Considered in the application of any local ordinance, policy, or program to limit residential growth.
 4. Required to correct a nonconforming zoning condition, as defined in subsection (C)(8) of this section. This does not prevent the city from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.
- C. **Definitions.** As used in this section, terms are defined as follows:
1. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - a. An efficiency unit, as defined by California Health and Safety Code section 17958.1; and
 - b. A manufactured home, as defined by California Health and Safety Code. Section 18007.
 2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
 3. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

4. “Efficiency kitchen” means a kitchen that includes all of the following:
 - a. A cooking facility with appliances;
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
5. “Junior accessory dwelling unit” or “JADU” means a residential unit that satisfies all of the following:
 - a. It is no more than 500 square feet of interior livable space in size.
 - b. It is contained entirely within an existing or proposed single-family structure; An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
 - d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure.
 - e. It includes an exterior entrance that is separate from the main entrance to the primary dwelling.
 - f. It includes an efficiency kitchen, as defined in subsection (C)(4) of this section.
6. “Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking or sanitation.
7. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
8. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
9. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
10. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

11. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
12. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. Applications.

1. An application for an ADU that is subject only to a building permit under subsection (E) below shall be submitted to the building division. Site plans, floor plans, and elevations shall be submitted with the application and documents required for submittal to the building division.
2. An application for a development review permit (DRP) under subsection (F) of this section shall be submitted to the planning division. Site plans, floor plans, elevations, a project narrative, draft deed restrictions, and evidence of having given notice to the HOA, if applicable, shall be submitted with the application.
3. Upon receipt of an application for a DRP, the city will provide written notice via email to the applicable HOA on record, if any, that includes the project address and description. Irrespective of this notification requirement, all applications to create an ADU or JADU will be considered and approved ministerially, without discretionary review or a hearing.

E. Approvals – Building-Permit Only. If any ADU or JADU complies with each of the general requirements in subsection (G)(1) below, it is allowed with only a building permit.

F. Approvals - Development Review Permit (DRP).

1. ADU may be created without both a building permit and a Development Review Permit in compliance with the standards set forth in subsections (H) and (I) of this section.
2. The city may charge a fee to reimburse it for costs incurred in processing DRP permit, including the costs of adopting or amending the city’s ADU ordinance. The DRP permit processing fee is set in accordance with a resolution adopted by the City Council.
3. Processing and Timing.
 - a. Completeness.

- i. Determination in 15 days. The city will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the city receives the application submittal.
- ii. Incomplete items. If the city's determination under subsection (F)(3)(a)(i) of this section is that the application is incomplete, the city's notice must list the incomplete items and describe how the application can be made complete.
- iii. Cure. After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the city to be incomplete.
- iv. Subsequent submittals. If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the city will determine in writing whether the additional information remedies all the incomplete items that the city identified in its original notice. The city may not require the application to include an item that was not included in the original notice.
- v. Deemed complete. If the city does not make a timely determination as required by this subsection (F)(3)(a), the application or resubmitted application is deemed complete for the purposes of subsection (F)(3)(a)(viii).
- vi. Appeal of incompleteness. An applicant may appeal the city's determination that the application is incomplete by submitting a written appeal to the city clerk. The city council will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.
- vii. No discretion or hearing. Ministerial permits for an ADU or JADU are considered and approved without discretionary review or a hearing.
- viii. Deadline to approve or deny ministerial approvals. The city must approve or deny an application to create an ADU or JADU within 60 days from the date that the city receives a complete

application. If the city has not approved or denied the complete application within 60 days, the application is deemed approved unless either:

1. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 2. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- ix. Denial. If the city denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (F)(3)(a)(viii) of this section.
- x. Appeal of denial. An applicant may appeal the city's denial of the application by submitting a written appeal to the city clerk. The city council will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal. Decisions by the city council are final and shall become effective immediately except as otherwise provided in the approving action and except for actions by ordinance.
- xi. Concurrent review of demolition. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

G. Classes.

1. Class 1: Statutorily Regulated. Class 1 ADUs and JADUs are approved under Government Code Section 66323. If an ADU or JADU complies with each of the general requirements in subsection (H) below, it is allowed in each of the scenarios provided in this subsection (G)(1). An ADU and JADU approved under subsection (G)(1)(a) may be combined with an ADU approved under subsection (G)(1)(b), and ADUs approved under subsection (G)(1)(c) may be combined with ADUs approved under subsection (G)(1)(d).
 - a. Converted on Lot with Single-Family: One ADU as described in this subsection (G)(1)(a) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - ii. Has exterior access that is independent of that for the single-family dwelling; and
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes;
 - iv. The maximum size of a detached or attached ADU subject to this subsection (G) is 850 square feet of interior livable space for a studio or one-bedroom unit and 1,000 square feet of interior livable space for a unit with two or more bedrooms.
 - v. The JADU complies with the requirements of Government Code sections 66333 through 66339.
 - b. Limited Detached on Lot with Single-Family: One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling, if the detached ADU satisfies each of the following limitations:
 - i. The side- and rear-yard setbacks are at least four feet.
 - ii. The total floor area is 800 square feet of livable space or smaller.

- iii. The peak height above grade does not exceed the applicable height limit in subsection (H)(2) of this section.
 - c. **Converted on Lot with Multifamily:** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection (G)(1)(c), at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing multifamily dwelling units.
 - d. **Limited Detached on Lot with Multifamily:** No more than two detached ADUs on a lot with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:
 - i. The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The peak height above grade does not exceed the applicable height limit provided in subsection (H)(2) of this section.
 - iii. If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.
 - 2. **Class 2: Locally Regulated.** Class 2 ADUs are approved under Government Code sections 66314–66322. Except for Class 1 ADUs approved under subsection (G)(1) of this section, all ADUs are subject to the standards set forth in subsections (H) and (I) of this section.
- H. **General Requirements.** The following requirements apply to all Class 1 and Class 2 ADUs and JADUs:
- 1. **Zoning.**
 - a. A Class 1 ADU approved under subsection (G)(1) may be created on a lot in a residential or mixed-use zone.
 - b. A Class 2 ADU approved under subsection (G)(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

- c. In accordance with Government Code Section 66333(a), a JADU may only be created on a lot zoned for single-family residences.
- 2. Height.
 - a. Except as otherwise provided by subsections (H)(2)(b) or (H)(2)(c) of this section, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
 - b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
 - c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story may not exceed 18 feet in height.
 - d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (H)(2)(d) may not exceed two stories.
 - e. For purposes of this subsection (H)(2), height shall be measured as defined in the California Building Code.
- 3. Fire Sprinklers.
 - a. Fire sprinklers, approved by Orange County Fire Authority (OCFA), are required in an ADU if sprinklers are required in the primary residence when constructed.
 - b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- 4. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.
- 5. No Separate Conveyance. An ADU or JADU may be rented, but, except as otherwise provided in Government Code section 66341, no ADU or JADU

may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

6. **Septic System.** If the ADU or JADU will connect to on-site wastewater system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
7. **Owner Occupancy.**
 - a. JADUs are generally subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence.
 - i. **Exceptions.** The owner-occupancy requirement in this subsection (H)(7)(a) does not apply in either of the following situations:
 1. The JADU has separate sanitation facilities (i.e., does not share sanitation facilities with the existing primary dwelling unit structure).
 2. The property is entirely owned by another governmental agency, land trust, or housing organization.
8. **Deed Restriction.** Prior to issuance of a certificate of occupancy for a JADU, a deed restriction must be recorded against the title of the property in the county recorder's office, and a copy filed with the director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:
 - a. The JADU may not be sold separately from the primary dwelling.
 - b. The JADU is restricted to the approved size and to other attributes allowed by this section.
 - c. The deed restriction runs with the land and may be enforced against future property owners.
 - d. The deed restriction may be removed if the owner eliminates the JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the director, providing evidence that the JADU has in fact been eliminated. The director may then determine whether the evidence supports the claim that the JADU has been eliminated. Appeal may be

taken from the director's determination consistent with other provisions of this code. If the JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of a JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.

- e. The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the JADU in violation of the recorded restrictions or abatement of the illegal unit.

9. Building & Safety.

- a. Must comply with Building Code. Subject to subsection (H)(9)(b) of this section, all ADUs and JADUs must comply with all local building code requirements.
- b. No change of occupancy. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or code enforcement division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection (H)(9)(b) prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

10. Certificate of Occupancy Timing.

- a. Generally. No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.
- b. Limited Exception for State-declared Emergencies. Notwithstanding subsection (H)(10)(A) of this section, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:
 - i. The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.

- ii. The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.
 - iii. The ADU has been issued construction permits and has passed all required inspections.
 - iv. The ADU is not attached to the primary dwelling.
- I. Specific DRP Requirements. The following requirements apply only to Class 2 ADUs that require a DRP permit under subsection (G)(2) of this section. This subsection (I) does not apply to Class 1 ADUs or JADUs approved under subsection (G)(1) of this section.
 - 1. Maximum Size.
 - a. The maximum size of a detached or attached ADU subject to this subsection (I) is 850 square feet of interior livable space for a studio or one-bedroom unit and 1,000 square feet of interior livable space for a unit with two or more bedrooms.
 - b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
 - c. Application of other development standards in this subsection (I), such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, open space, or the percentage-based size limit in subsection (I)(1)(b) above may require the ADU to be less than 800 square feet of interior livable space.
 - 2. Setback. ADUs subject to this subsection (I) shall comply with the following setbacks:
 - a. Setbacks.
 - i. ADUs that are subject to this subsection (I) must conform to 4-foot side and rear setbacks. ADUs that are subject to this subsection (I) must conform to 25-foot front setbacks, subject to subsection (I)(1)(c) above.
 - ii. No setback is required for an ADU that is subject to this subsection (I) if the ADU is constructed in the same location and to the same dimensions as an existing structure.

3. Lot Coverage. No ADU subject to this subsection (I) may cause the total lot coverage of the lot to exceed 75 percent, subject to subsection (I)(1)(c) of this section.
4. Minimum Open Space. For multifamily residential projects, no ADU subject to this subsection (I) may cause the total percentage of open space of the development to fall below 25 percent, subject to subsection (I)(1)(c) of this section.
5. Passageway. No passageway, as defined in subsection (C)(9) above, is required for an ADU.
6. Parking.
 - a. Generally. One off-street parking space is required for each ADU or bedroom, whichever is less. The parking space may be provided in setback areas or as tandem parking, as defined in subsection (C)(12) of this section.
 - b. Exceptions. No parking under subsection (I)(6)(a) of this section is required in the following situations:
 - i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection (C)(11) of this section.
 - ii. The ADU is located within an architecturally and historically significant historic district.
 - iii. The ADU is part of the proposed or existing primary residence or an accessory structure.
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU.
 - v. When there is an established car share vehicle stop located within one block of the ADU.
 - vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections (I)(6)(b)(i) through (I)(6)(b)(v) of this section.
 - c. No Replacement. When a garage, carport, covered parking structure or uncovered parking space is demolished in conjunction with the

construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

7. Architectural Requirements.

- a. The materials and colors of the exterior walls, roof, windows and doors must be the same as those of the primary dwelling.
- b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
- c. The exterior lighting must be designed or shielded to direct lights downward or as otherwise required by the building or fire code.
- d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
- e. All windows less than 30 feet from a property line that is not a public right-of-way line must utilize obscure glass, such as frosted, patterned, bubble effect, ribbed, or other similar design.
- f. Mechanical equipment shall maintain a setback sufficient for fire and safety, as dictated by applicable building and fire codes.

8. Allowed Stories. No ADU subject to this subsection (I) may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph (H)(2)(d) of this section.

J. Fees. The following requirements apply to all Class 1 ADUs and JADUs and Class 2 ADUs that are approved under subsections (E) and (F) of this section.

1. Impact Fees.

- a. No impact fee is required for a JADU or for an ADU that is less than 750 square feet of interior livable space. For purposes of this subsection (J)(1), “impact fee” means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.
- b. A JADU or ADU with less than 500 square feet of interior livable space does not increase assessable space by 500 square feet for purposes of Education Code section 17620(a)(1)(C) and is

therefore not subject to school fees under Education Code section 17620.

- c. Any impact fee that is required for an ADU that is 750 square feet or more of interior livable space must be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling).

2. Utility Fees.

- a. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling may be required.
- b. Except as described in subsection (J)(2)(a), JADUs and converted ADUs on a single-family lot that are created under subsection (J)(1)(a) of this section are not required to have a new or separate utility connection directly between the JADU or the ADU and the utility. Nor is a connection fee or capacity charge required. Notwithstanding the rest of this paragraph, a direct utility connection is required for separate conveyance of an ADU when separate conveyance is allowed under this code.
- c. Except as described in subsection (J)(2)(a), all ADUs not covered by subsection (J)(2)(b) may require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.
 - i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - ii. The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.

K. Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.

1. Generally. The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
2. Unpermitted ADUs and JADUs constructed before 2020.
 - a. Permit to Legalize. As required by state law, the city may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:
 - i. The ADU or JADU violates applicable building standards; or
 - ii. The ADU or JADU does not comply with the state ADU or JADU law or this ADU ordinance (section 15.14.080).
 - b. Exceptions:
 - i. Notwithstanding subsection (K)(2)(a) above, the city may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the city makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.3.
 - ii. Subsection (K)(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.
- L. Nonconforming ADUs and Discretionary Approval. Any proposed ADU or JADU that would otherwise be allowed under this section but that does not conform to the objective design or development standards set forth in subsections (A) through (K) of this section may be allowed by the city with a conditional use permit, in accordance with the other provisions of this title.

City of Aliso Viejo

AGENDA ITEM



DATE: February 4, 2026

TO: Mayor and City Council

FROM: Ann Eifert, Acting City Manager

SUBJECT: AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES FOR
SALES TAX CONSULTING AND AUDITING SERVICES

Recommended Action:

Approve and authorize the Acting City Manager to execute a five-year Professional Services Agreement with Hinderliter de Llamas and Associates for sales tax consulting and auditing services in an amount not-to-exceed \$100,000.

Fiscal Impact:

The base fee for sales tax consulting services is approximately \$10,300 annually or \$57,000 over the five-year term and allowing for annual CPI adjustments of up to 5%. Fees for auditing services are only paid if the services result in recovered sales tax and is 18% of the amount of sales tax recovered for two years. Estimated annual auditing fees total \$7,500 per year or \$37,500 for the five-year term. An additional \$5,000 is included in the contract amount for as-needed reports or additional analyses as required by Staff. Total compensation for the five-year term is not-to-exceed \$100,000. Funds are available in the adopted FY 2025-26 General Fund budget.

Background:

Hinderliter de Llamas and Associates (HdL) has provided the City with sales tax consulting and auditing services since 2002. HdL provides the City with quarterly and annual sales tax data, economic analyses, forecasts, and provides a comprehensive database on City businesses. The data is used by Staff to forecast revenues for budget development, complete the Annual Comprehensive Financial Report (ACFR) statistical section, and assess the condition of the City's local economy and tax base.

Discussion:

HdL is a state-wide expert in sales tax data analysis with over 600 public agency clients across the United States. Staff has been unable to identify other firms that provide the

same level of expertise to government agencies. As a result, Staff entered into discussions with HdL to continue services for the next five years.

HdL continues to be a valuable resource to the City. Because of their expertise in public agency sales tax revenues, their responsiveness to Staff inquiries, and timely and accurate reports, Staff recommends approving an agreement with HdL for sales tax consulting and auditing services.

Attachment:

1. Agreement

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR SALES TAX CONSULTING SERVICES**

THIS AGREEMENT (this “Agreement”) is entered into as of _____, 2026 (the “Agreement Date”) by and between Hinderliter de Llamas and Associates (“Consultant”), with its principal place of business at 120 S. State College Blvd. #200, Brea CA, 92821, and City of Aliso Viejo (“Client”).

W I T N E S S E T H:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of public services (collectively, “Consultant’s Business”); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”) as described in Exhibit “A” attached hereto and incorporated herein by this reference. In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.2 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.3 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with third parties to provide them with merchandise or services

of any kind whatsoever, including, but not limited to, services similar to the Services. During the Term of this Agreement, Client will not, directly or indirectly (except through Consultant), engage any third party to provide the Services or any services similar to the Services.

2. Fees. As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in Exhibit A, “Fees” (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be invoiced to Client under the same terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, as may be described in Exhibit A). Other than a Fee increase as described in Exhibit A, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

The total compensation shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) (“Total Compensation”) without written approval of City’s CITY MANAGER.

3. Invoices; Payment.

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirty-first (31st) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes an invoice, only that portion so disputed in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will not accrue on any disputed portion of the invoice during the investigation and resolution of the dispute and the disputed portion or invoice will be payable immediately if the disputed invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within (30) days after the invoice date, Consultant may, after giving five (5) days’ prior written notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. Insurance. Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000. Additional insurance requirements are provided in Exhibit “B”, attached hereto and incorporated herein by reference.

5. Client Support.

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that Consultant asks for a decision from Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Consultant shall obtain all required licenses, permits, and approvals as may be required by law for the performance of the Services. Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services to support, prepare, document, bring, respond to subpoenas, act as a witness, defend or otherwise assist in litigation undertaken or defended by Client, which Consultant may be required by legal process or otherwise or requested by Client to provide (collectively, "Litigation Services"). In this regard, if Consultant agrees with Client or is otherwise required to perform Litigation Services, Client will promptly pay or reimburse Consultant for all of Consultant's costs and expenses related to Litigation Services (including, without limitation, Consultant's attorneys' fees and costs) at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records, or those applicable laws, ordinance and/or regulations that Consultant should reasonably know as an expert in the field of providing the Services. Consultant may publicly state that it performs Services for Client.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility for Consultant or in Consultant's Business, including without limitation, (i) Contractor's software, computer or data processing programs; (ii) data processing applications, routines, subroutines,

techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; (vi) materials, techniques and intellectual property used; and (vii) the Software and the Software's documentation. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to information that is public information; provided, however, that proprietary information will not qualify as public information if it became public due to Client's (or its employees' or agents') willful disclosure.

6.3 If access to any software which Consultant owns is provided to Client as part of the Services under this Agreement (including, without limitation, if Client chooses to subscribe to such software and/or related reports as part of the Services pursuant to a Schedule to this Agreement) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client (including such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing) to use the Software pursuant to and during the Term of this Agreement.

6.4 The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or the Software's documentation, nor modify (or allow the modification of) the Software or the Software's documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or the Software's documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.5 Notwithstanding anything to the contrary in this Agreement (including any Schedule hereto), if access to any software which Consultant does not own is provided to Client as part of the Services pursuant to this Agreement (including pursuant to any Schedule hereto), Client hereby agrees (i) to comply with all of the terms and conditions imposed on Client's access to such software (including, without limitation, by Consultant, such software's owner, and pursuant to applicable law), and (ii) Consultant has no obligation during the Term of this Agreement or thereafter to provide Client with access to such software.

6.6 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the joint property of Client and Consultant. This does not include the Software or any other software, any programs, any methodologies or any systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by

Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or third party copyrights or other intellectual property and remain Consultant's or such third parties' exclusive property (as the case may be). It is possible that any documents, drafts, communications or other work product provided to Client may be alleged to be public records under applicable law and/or may be discoverable through litigation. Upon receipt of a request for public records including such information, Client shall notify Consultant in writing. Should Consultant object to its disclosure, Consultant shall indemnify, defend and hold harmless Client, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel disclosure. Client shall not release the information after receipt of the objection unless either: (1) Consultant fails to fully indemnify, defend, and hold Client harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Client release such information.

6.7 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The term of this Agreement shall be from January 1, 2026, to December 31, 2031, unless terminated earlier pursuant to any of this Agreement's express provisions. This Agreement may be terminated earlier as set forth in Section 7.2 or 7.3.

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' prior written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than forty-five (45) days' prior written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Consultant, on behalf of itself and its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group"), agrees to fully and

promptly defend, with Counsel acceptable to Client, indemnify, and hold harmless Client, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Client Group"), from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, or any member of Consultant Group in connection with the performance of the Services, or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant, Consultant Group, Client or Client Group. Notwithstanding the foregoing, Consultant's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed \$2,000,000.00 in the aggregate.

8.2 Without affecting the rights of Client under any provision of this Agreement, Consultant's obligations under this Section shall not apply to claims arising from the sole negligence or willful misconduct of Client or any member of the Client Group.

8.3 Consultant shall not, without Client's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not Client or any other member of the Client Group is an actual or potential party to such claim, action or proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of the Client and any other member of the Client Group from all liability arising out of such claim, action, proceeding or investigation and includes an explicit disclaimer of responsibility of any kind on the part of Client and any other member of the Client Group.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 Client acknowledges that this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any Liabilities.

9.2 The law of the State of California will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, epidemics, pandemics or other health emergencies, or other events beyond the control of Consultant.

10.3 Amendment Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto. Notwithstanding anything to the contrary,

Consultant may, from time to time, utilize one or more third parties to provide certain of the Services (including, but not limited to, as may be set forth in one or more of the Schedules).

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: 120 S. State College Blvd. #200, Brea CA, 92821, Attn: Contracts, Email: contracts@hldcompanies.com; and Client: 12 Journey, Suite 100 Aliso Viejo, CA 92656, Attn: Director of Finance, Email: AEifert@avcity.org.

10.8 Entire Agreement; Conflict. This Agreement (which includes any Schedules or amendments dated as of the Agreement Date or hereafter, including without limitation, amendments of the main body of this Agreement or the Schedules that may add to, subtract from, modify or clarify the Term, the scope of Services and/or the amount of Fees) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of any Schedules and the remainder of this Agreement as set forth in the main body of this Agreement, the terms and conditions of the remainder of this Agreement as set forth in the main body of this Agreement will prevail and be controlling; provided, however, that should there ever be a conflict between the terms and conditions of this Agreement (including any Schedules) and (i) any amendments hereof, the terms and conditions of the amendments hereof will prevail and be controlling, and (ii) the terms and conditions of any Schedule that expressly provides for them to supersede any terms and conditions of the main body of this Agreement, such terms and conditions of such Schedule will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ALISO VIEJO AND
HINDERLITER DE LLAMAS AND ASSOCIATES**

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2026.

CITY OF ALISO VIEJO

**HINDERLITER DE LLAMAS AND
ASSOCIATES**

Approved:

By: _____
Ann Eifert
Acting City Manager

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

By: _____

ATTEST:

Its: _____

Printed Name: _____

By: _____
Kathy Bailor
Interim City Clerk

By: _____

APPROVED AS TO FORM:

Its: _____

Printed Name: _____

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____
Ann Eifert
Director of Financial Services

EXHIBIT A

SERVICES – Sales and Use Tax

1. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

- 1.1. Establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the City. This database will be utilized to generate special reports to City on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.
- 1.2. Provide periodic updated reports to City identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly by in person or virtually with City.
- 1.3. Shall additionally provide following each calendar quarter a summary analysis for City to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze City's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.
- 1.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable district boundaries holding seller's permit accounts.
- 1.5. Periodically license for the limited, non-exclusive, non-transferable use by City's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within City's jurisdiction registered with the CDTFA.
- 1.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

2. Allocation and Audit Recovery Services

- 2.1. Conduct (when mutually agreed with City) initial and on-going sales and use tax audits of businesses to help identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the City and/or recovering misallocated tax from registered taxpayers. Common errors that will be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.
- 2.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
- 2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the City of back or prospective quarterly payments that may be owing.

- 2.4. If, during the course of its audit, Consultant finds businesses located in the City's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to City, Consultant may so advise City and collaborate with those businesses and City to encourage such changes.

3. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with City's staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

FEES – Sales and Use Tax Services

4. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

- 4.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **\$858** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by City no later than 30 days after the invoice date.
- 4.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U) Los Angeles-Long Beach-Anaheim, not-to-exceed 5% as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

5. Allocation and Audit Recovery Services

- 5.1. Fees for performing the allocation and audit recovery Services described above shall be **18%** of all new, increased and recovered sales and use tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related City assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 5.2. The Fee described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the second eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation of the corrections by the CDTFA.
- 5.3. These Fees shall be paid by City upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.

ADDITIONAL TERMS – Sales, Use and Transactions Tax Services

6. Consulting and Other Optional Services

- 6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 6.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

7. General Provisions Relating to Fees

- 7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City.
- 7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

- 8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.
- 8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.
- 8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.
- 8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

Exhibit B

Insurance Requirements

1. Insurance.

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

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting

period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

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

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

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability:

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

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

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

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

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

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

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

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

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

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

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

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

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

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

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

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

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

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

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

City/County/State

Date

Name of Business

Print Name

Signature

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

CITY OF ALISO VIEJO

ACKNOWLEDGMENT OF RECEIPT OF FRAUD POLICY

I hereby acknowledge that I have received a copy of the City's "Fraud Prevention Policy" dated October 1, 2008. I understand that I am to promptly read its contents and distribute copies to employees assigned to perform Services for the City of Aliso Viejo.

To the extent that provisions of this policy conflict with previously issued policies or practices, whether or not such policies and practices were contained in written policies, this policy shall prevail.

Name of Business

Print Name

Signature

Date

City of Aliso Viejo

AGENDA ITEM



DATE: February 4, 2026

TO: Mayor and City Council

FROM: Michael Delgadillo, Assistant Planner
So Kim, Community Development Director

SUBJECT: CONDITIONAL USE PERMIT TO PERMIT ALCOHOL SALES WITHIN A
NEW RESTAURANT AT 26511 ALISO CREEK ROAD (USE-2025-00020).

Recommended Action:

Adopt a Resolution (Attachment 1) approving a Conditional Use Permit to permit alcohol sales within a new restaurant at 26511 Aliso Creek Road (USE-2025-00020).

Fiscal Impact:

None.

Background:

On June 23, 2025, a Minor Conditional Use Permit USE-2025-00011 was approved to establish a restaurant ("Vox Kitchen") with an outdoor dining area at 26511 Aliso Creek Road (between Philz Coffee and Marugame Udon). Vox Kitchen is a full-service restaurant, specializing in Peruvian-Asian fusion cuisine. The building permits for tenant improvements were issued on December 8, 2025, and construction is currently underway.

On November 24, 2025, Christine Ango ("Applicant") submitted an application to allow the sale of beer, wine, and distilled spirits to patrons in conjunction with meal service within Vox Kitchen ("Project"). No live entertainment, amplified music, dancing, or other forms of entertainment are proposed. The Applicant is seeking a Type 47 On-Sale General Eating Place License from the California Department of Alcoholic Beverage Control ("ABC") to authorize the on-site sale, service, and consumption of alcoholic beverages as part of the restaurant operations.



Image 1. Project site facing northeast.

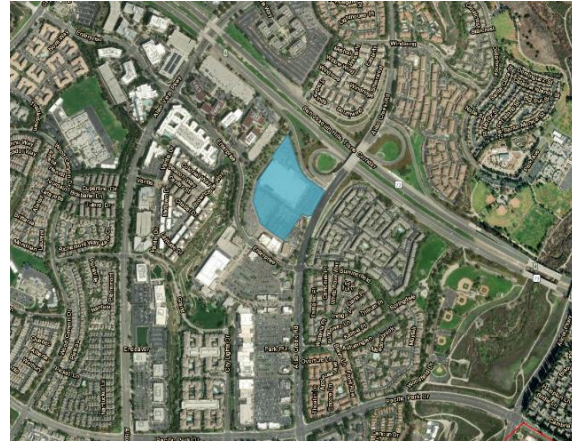


Image 2. Aerial Image of Vicinity

Discussion:

Conditional Use Permit

The subject site, 26511 Aliso Creek Road, is within the Specific Plan No. 2 Commercial Town Center (“SP2-CTC”). The establishment of an alcohol beverage outlet within the SP2-CTC Zone is subject to approval of a Conditional Use Permit (“CUP”). Pursuant to the Commons Specific Plan Section 7 Administration and Implementation, the following findings shall be made by the decision-making authority prior to the approval of a CUP.

1. That the proposed conditional use is consistent with the General Plan.

The subject site has a General Plan land use designation of Town Center Commercial (“TCC”)/High Density Residential (“HDR”) which allows a mixture of uses such as community retail and community services, theaters, art galleries, entertainment facilities, and restaurants. The restaurant use, with or without alcohol sales and services, is consistent with the General Plan; therefore, this finding can be made.

2. That the nature, condition and development of adjacent uses, buildings, and structures have been considered, and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The restaurant with proposed alcoholic beverage sales is located in the Specific Plan No. 2 Commercial Town Center zoning district which is characterized by a variety of uses including retail, dining, and entertainment uses. There are several existing restaurants in the commercial center, three of which currently serve alcoholic beverages.

The Project requests a Type 47 (On-Sale General Eating Place) license from the California Department of Alcoholic Beverage Control (“ABC”) to permit the sale of

beer, wine, and distilled spirits. The Applicant indicates that all employees involved in the sale or service of alcoholic beverages will complete California Responsible Beverage Service ("RBS") training and that management will actively supervise alcohol service to ensure compliance with ABC regulations.

Aliso Viejo Municipal Code ("AVMC") Section 15.22.200 (Sale of Alcoholic Beverages) requires that the decision-making authority find that a proposal to sell alcoholic beverages is consistent with the purpose and intent of the City's regulations. These regulations are intended to prevent alcohol-related problems. In making this determination, the City Council is to consider (1) the crime rate in the reporting district and adjacent reporting districts as compared to other areas in the City; (2) the number of alcohol-related calls for service, crimes, or arrests in the reporting district and in adjacent reporting districts; (3) the proximity of the alcoholic beverage outlet to residential districts, day care centers, park and recreation facilities, places of religious assembly, and schools; and, (4) whether the permit will result in an overconcentration of alcoholic beverage outlets in the vicinity of the proposed outlet. To evaluate provisions "1" and "2" above, the Orange County Sheriff's Department ("OCSD") reviewed its call logs from January 2025 to present and found two DUI incidents within the Commons commercial center. OCSD indicated that the overall crime rate for the Commons was the same or lower than other shopping centers in the surrounding area. The site is located near the intersection of Aliso Creek Road and Enterprise, and is immediately surrounded by noncommercial uses, with the Aliso Viejo Town Center to the south, office buildings with a parking structure to the northwest, and the 73 toll road to the north. Residential neighborhoods are located to the west, east, and north, but are all separated by public rights-of-way, with the nearest residence located approximately 600 feet away. OCSD stated that the approval of this Type 47 alcohol license would not cause an overconcentration of alcoholic beverage outlets in the surrounding area and recommends approval. The restaurant use with the proposed alcoholic beverage service will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures; therefore, this finding can be made.

3. That the proposed site is adequate in size and shape to accommodate the walls, fences, parking and loading facilities, landscaping and other land use development features prescribed in the specific plan and required by the City in order to integrate the use with existing and planned uses in the vicinity.

The Project is located in an existing shopping center which operates under a series of reciprocal agreements for parking, access, encroachments, and utilities. Parking for all tenants is evaluated collectively at a rate of one space per 220 square feet of gross floor area. No changes are proposed to the size of the subject tenant space that would increase parking demand or require additional site improvements. Therefore, this finding can be made.

Environmental:

The proposed use is Categorically Exempt from environmental review per CEQA guidelines Section 15301 Existing Facilities, Class 1, as this proposal consists of the permitting of alcohol sales within a new restaurant, involving no expansion of existing or former use.

Public Notice:

On January 22, 2026, a public notice was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site and to all tenants within the same commercial center. No public comments were received in response.

Attachments:

1. Resolution
2. Project Plans
3. Project Description
4. Presentation

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT TO PERMIT ALCOHOL SALES WITHIN A NEW RESTAURANT AT 26511 ALISO CREEK ROAD (USE-2025-00020).

WHEREAS, on June 23, 2025, a Minor Conditional Use Permit (USE-2025-00011) was approved to establish a restaurant, Vox Kitchen, with an outdoor dining area at 26511 Aliso Creek Road; and

WHEREAS, on November 24, 2025, the Applicant, Christine Ango, representing Vox Kitchen, submitted an application to permit alcohol sales within a new restaurant, Vox Kitchen, at 26511 Aliso Creek Road ("Project"); and

WHEREAS, on January 22, 2026, a public notice of the public hearing was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site and to all tenants within the same commercial center; and

WHEREAS, on February 4, 2026, the City Council held a duly noticed public hearing as prescribed by law and considered public testimony and evidence and recommendations presented by staff in the agenda report and oral presentation; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

Section 2: Compliance with CEQA. The City Council finds the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 exemption, as this project consists of the permitting of alcoholic beverage sales within a new restaurant, involving no expansion of existing or former use.

Section 3: Approval of Project and Findings for Conditional Use Permit. In accordance with Section 7 of the Commons at Aliso Town Center Specific Plan, the City Council hereby makes the following findings of fact and approves Planning Application USE-2025-00020 to permit alcoholic beverage sales within a new restaurant, subject to the conditions set forth in Exhibit "A" and project plans set forth in Exhibit "B", which are both attached hereto and incorporated herein by reference.

1. That the proposed conditional use is consistent with the General Plan. The subject site has a General Plan land use designation of Town Center

Commercial (“TCC”)/High Density Residential (“HDR”) which allows a mixture of uses such as community retail and community services, theaters, art galleries, entertainment facilities, and restaurants. The restaurant use, with or without alcohol sales and services, is consistent with the General Plan

2. That the nature, condition and development of adjacent uses, buildings, and structures have been considered, and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures. The restaurant with proposed alcoholic beverage sales is located in the Specific Plan No. 2 Commercial Town Center zoning district which is characterized by a variety of uses including retail, dining, and entertainment uses. There are several existing restaurants in the commercial center, three of which currently serve alcoholic beverages. The Project requests a Type 47 (On-Sale General Eating Place) license from the California Department of Alcoholic Beverage Control (“ABC”) to permit the sale of beer, wine, and distilled spirits. The Applicant indicates that all employees involved in the sale or service of alcoholic beverages will complete California Responsible Beverage Service (“RBS”) training and that management will actively supervise alcohol service to ensure compliance with ABC regulations. Aliso Viejo Municipal Code (“AVMC”) Section 15.22.200 (Sale of Alcoholic Beverages) requires that the decision-making authority find that a proposal to sell alcoholic beverages is consistent with the purpose and intent of the City’s regulations. These regulations are intended to prevent alcohol-related problems. In making this determination, the City Council is to consider (1) the crime rate in the reporting district and adjacent reporting districts as compared to other areas in the City; (2) the number of alcohol-related calls for service, crimes, or arrests in the reporting district and in adjacent reporting districts; (3) the proximity of the alcoholic beverage outlet to residential districts, day care centers, park and recreation facilities, places of religious assembly, and schools; and, (4) whether the permit will result in an overconcentration of alcoholic beverage outlets in the vicinity of the proposed outlet. The Orange County Sheriff’s Department (“OCSD”) reviewed its call logs from January 2025 to present and found 2 DUIs incidents within the Commons commercial center. OCSD indicated that the overall crime rate for the Commons was the same or lower than other shopping centers in the surrounding area. The site is located near the intersection of Aliso Creek Road and Enterprise and is immediately surrounded by noncommercial uses, with the Aliso Viejo Town Center to the south, office buildings with a parking structure to the northwest, and the 73 toll road to the north. Residential neighborhoods are located to the west, east, and north, but are all separated by public rights-of-way, with the nearest residence located approximately 600 feet away. OCSD stated that the approval of this Type 47 alcohol license would not cause an overconcentration of alcoholic beverage outlets in the surrounding area and recommends approval.
3. That the proposed site is adequate in size and shape to accommodate the walls, fences, parking and loading facilities, landscaping and other land use

development features prescribed in the specific plan and required by the City in order to integrate the use with existing and planned uses in the vicinity. The Project is located in an existing shopping center which operates under a series of reciprocal agreements for parking, access, encroachments, and utilities. Parking for all tenants is evaluated collectively at a rate of one space per 220 square feet of gross floor area. No changes are proposed to the size of the subject tenant space that would increase parking demand or require additional site improvements.

Section 4: Filing of Notice of Exemption. The City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed project. Additionally, the Notice of Exemption for this project will be posted on the City of Aliso Viejo website, filed in the State Clearinghouse CEQA.net website, and provided to parties requesting notification.

Section 5: Location of Documents. The administrative record for the Project is maintained at City Hall located at 12 Journey, Suite 100, Aliso Viejo, CA 92656. The custodian of records is the City Clerk.

PASSED, APPROVED AND ADOPTED this 4th day of February, 2026.

Max Duncan
Mayor

APPROVED AS TO FORM:

ATTEST:

Scott C. Smith, City Attorney

Kathy Bailor, Interim City Clerk

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

I, KATHY BAILOR, Interim City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2026-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 4th day of February, 2026, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

KATHY BAILOR
INTERIM CITY CLERK

(SEAL)

EXHIBIT "A"
PLANNING APPLICATION USE-2025-00020
CONDITIONS OF APPROVAL

1. Project Description. This approval is to permit alcoholic beverage sales within a restaurant at 26511 Aliso Creek Road. Operation of this use permit shall be consistent with the project description in the application submitted on November 24, 2025. Any modifications of operational characteristics shall be reviewed by the Director pursuant to AVMC Section 15.74.110 which establishes regulations for modifications to discretionary permits as well as AVMC Section 15.22.200 which establishes regulations for permitting and transferring of permits for businesses with licenses by the California Department of Alcoholic Beverage Control ("ABC").
2. Development per Approved Plans. This approval constitutes a precise plan for the location and design of uses, structures, features, and materials submitted with this application. Development shall occur substantially as shown on the plans approved by this Project and set forth in Exhibit B, subject to any modifications imposed by the conditions of approval herein, as confirmed by the Director of Community Development. Any land use, construction, or improvement not specifically approved by this conditional use permit is not permitted and must be addressed in separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature or material not specifically approved shall require an amendment to the approved plans unless the Community Development Director determines such modifications are minor and consistent with the spirit and intent of the original approving action, and that the action would have been the same for the modifications as for the approved plans. The Community Development Director may approve such minor modifications in accordance with AVMC Section 15.74.110.
3. Applicant Designation. For the purpose of Conditional Use Permit (USE-2025-00020) and as referenced in the conditions, "Applicant" shall apply to Vox Kitchen, owner, operator, and any and all future successors and/or assigns of the approved establishment.
4. Payments of Fees. The Applicant and Applicant's successors in interest shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with these conditions.
5. Hours of Operation. The hours of operation shall be limited from 10:00 AM to 10:00 PM, daily. Request to modify the hours of operation shall be subject to review and approval by the Community Development Director.
6. Noise Standards. The use shall not generate noise that exceeds ambient noise levels established in AVMC Chapter 8.12. Doors shall remain closed during hours of operation. Furthermore, based on substantiated complaints or concerns, the Director may modify conditions relative to facility operations as deemed necessary.

7. Location of Alcohol Service. Alcohol service and consumption shall not extend beyond the space operated by the Applicant. At no time shall alcohol be served or consumed outside the Applicant's leasehold.
8. Outdoor Service of Alcohol. Alcohol service and consumption in the outdoor dining area of the restaurant is allowed only upon approval of an ABC license. The Applicant shall be responsible for supervising and controlling the activities of their customers within the restaurant and outdoor dining area. The Applicant shall ensure that no disorderly conduct behavior occurs in these areas and that drinks are served properly in all permitted dining areas. Non-compliance for outdoor service of alcohol on the part of the applicant shall be cause for revocation of the outdoor dining approval.
9. Availability Food and Alcohol Service. Customers shall be permitted to order meals at all times that alcohol is being served.
10. Revenues from Alcohol Sales. As an incidental use to the primary use of the restaurant, revenue from the sale of alcohol shall be equal to or less than 49 percent of the establishment's total revenue. Records of gross receipts shall be provided to the Director upon request.
11. License from ABC. The Applicant shall provide a copy of this use permit to the local office of the Department of Alcohol Beverage Control and obtain the appropriate license referenced in this use permit.
12. Compliance with ABC. It is the Applicant's responsibility to fully understand all requirements of ABC and to comply with those requirements at all times. Any violation of the regulations of ABC, as they pertain to the sale of alcoholic beverages and the location of alcoholic consumption, may result in the revocation of this use permit.
13. Alcohol Service Policies & Procedures. The licensee shall comply with all employee alcohol training programs and policies which include the State of California's Responsible Beverage Server Training Certification program (RBS) and Licensee Education on Alcohol and Drugs (LEAD) programs. The licensee shall implement a mandatory alcohol awareness training program for all employees having contact with the public, including management policies addressing alcohol service, consumption, and inebriation. New employees shall complete the required alcohol awareness training within 60 days of their hire date. If ABC discontinues sponsorship of these training programs, all employees having contact with the public shall complete an alternative program that meets or exceeds the standards of the discontinued programs.
14. Adverse Impacts. In the event of adverse impacts on the health, safety, welfare, or working environments of the neighborhood or general public, or receipt of

substantiated complaints directly related to the Applicant's operations, the Community Development Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police shall have the discretion to bring this Permit back to consider additional improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include, but not be limited, restriction of operational hours and additional sound mitigation measures.

15. Compliance with Conditions. The Applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to granting these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120. This Resolution and Conditions of Approval shall be incorporated into building plans to all applicable reviewing agencies or authorities.
16. Compliance with City Codes. The approved project shall comply with all applicable provisions of the municipal code, including but not limited to provisions of building codes and any conditions imposed as part of the approval process.
17. Compliance with Building Codes. Tenant improvement plans shall be submitted for review, approved and permits issued, and shall comply with standards, regulations and requirements of current editions of the California Building Code, California Plumbing Code, California Mechanical Code, and California Electrical Code, including any local amendments adopted by the City of Aliso Viejo.
18. Indemnification. The Applicant shall indemnify, protect, defend, and hold the city, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the city, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the city and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the city) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, Planning and Zoning Law, Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed the city shall have the right to approve, which approval will not be

unreasonably withheld, legal counsel providing the city's defense, and that Applicant shall reimburse city for any costs and expenses directly and necessarily incurred by the city in the course of the defense. The city shall promptly notify the Applicant of any action brought, and city shall cooperate with the Applicant in defense of the action.

19. Actions by City Council. Decisions by the City Council are final and shall become effective immediately except as otherwise provided in the approving action and except for actions by ordinance.
20. Expiration. This approval shall expire and be of no further force or effect if:
 - a. Expiration of Period of Validity. The permit is not established within two years of the permit's effective date, or such other time period designated by the permit approval, by state law, or by this code; or
 - b. Abandonment. After establishment, the use or activity for which the permit was approved is discontinued or abandoned for a period of one year.
21. Time Extensions. Upon application before expiration of the period of validity, the original decision-making authority may grant or conditionally grant an extension to the period of validity for up to one year per extension if it finds that such an extension is justified by the circumstances of the original findings for the project can still be made with, if necessary, the imposition of conditions not originally imposed on the project. The filing of an application for extension shall stay expiration of the permit until action is taken on the time extension by the decision-making authority. No more than two one-year extensions may be granted or conditionally granted.
22. Revocation. This approval may be revoked by the original decision-making authority pursuant to the provisions of AVMC 15.74.120.



26511 ALISO CREEK RD, STE 7, ALISO VIEJO, CA 92656



ABBREVIATIONS

A.C.	ASPHALTIC CONCRETE	L.L.	LANDLORD
A.F.F.	ABOVE FINISHED FLOOR	MAX.	MAXIMUM
AC.T.	ACOUSTICAL TILE	MIN.	MINIMUM
ADMIN.	ADMINISTRATION	M.B.	MARKER BOARD
BLD'G	BUILDING	MTL.	METAL
B.N.	BULL NOSE	(N)	NEW
B.L.	BUILDING LINE	N.I.C.	NOT IN CONTRACT
B.O.	BOTTOM OF	NO.	NUMBER
		NTS	NOT TO SCALE
C.B.	CHALK BOARD	O.C.	ON CENTER
CEM.	CEMENT	O.D.	OUTSIDE DIAMETER
CEM. PLAS.	CEMENT PLASTER	OPEN'G	OPENING
C.F.	CUBIC FEET	OPP.	OPPOSITE
CL'G	CEILING		
CLSR'M	CLASSROOM	PL.	PLATE
CLR	CLEAR	PLYW'D	PLYWOOD
CMU	CONCRETE MASONRY UNIT	PR.	PAIR
CONC.	CONCRETE		
CW	COLD WATER	REQ.	REQUIRED
DET.	DETAIL	R.I.H.	ROUGH-IN HEIGHT
DETS	DETAILS		
DIA	DIAMETER	S.F.	SQUARE FEET
(E)	EXISTING	SHT	SHEET
EXIST'G	EXISTING	SIM.	SIMILAR
EL.	ELEVATION	S.S.	STAINLESS STEEL
ELEV.	ELEVATION, ELEVATOR	S.	STANDARD
E.P.	ELECTRICAL PANEL	STRUC.	STRUCTURAL
EQ.	EQUAL	STL.	STEEL
EXT.	EXTERIOR		
		T.O.	TOP OF
F.G.	FINISH GRADE	T.A.	TOP OF ASPHALT PAVING
F.H.C.	FIRE HOSE CABINET	T.B.	TACK BOARD
FIN.	FINISH, FINISHED	T.C.	TOP OF CONC., T.O. CURB
FLR	FLOOR	T.W.	TOP OF WALL
FTG	FOOTING	TYP.	TYPICAL
FOF	FACE OF FINISH		
FOS	FACE OF STUD	U.N.O.	UNLESS NOTED OTHERWISE
F.S.	FLOOR SINK		
G.C. OR GC	GENERAL CONTRACTOR	V.C.T.	VINYL COMBINATION TILE
GA.	GAUGE	VERT.	VERTICAL
GALV	GALVANIZED	VEST.	VESTIBULE
GYP. BD.	GYPSON BOARD		
HORIZ.	HORIZONTAL	W/	WITH
H.W.	HOT WATER	W/O	WITHOUT
		W.I.	WROUGHT IRON
I.C.	INTERCOM	WCO	WASTE CLEAN OUT
INFO.	INFORMATION	WH	WATER HEATER
ID	INDIRECT DRAIN		
INT.	INTERIOR		
K.E.C.	KITCHEN EQUIP. CONTRACTOR		

PROJECT SUMMARY

PROJECT ADDRESS:

26511 ALISO CREEK RD,
ALISO VIEJO, CA 92656

PROJECT DESCRIPTION:

TENANT IMPROVEMENT FOR A RESTAURANT IN AN
EXISTING SHELL.

NEW NON-BEARING PARTITION WALLS, CEILING,
WALK-IN COOLER, WALK-IN FREEZER, FLOOR AND
WALL FINISHES.
NEW LIGHTING FIXTURES, NEW PLUMBING FIXTURES
& UNDERGROUND PLUMBING, GAS PIPING AND
NEW EXHAUST FANS, MAKE-UP AIR UNIT,
CONDENSER, TYPE I HOOD.,

DEFERRED SUBMITTALS:

1. SIGNS
2. FIRE SUPPRESSION SYSTEM
3. FIRE SPRINKLER SYSTEM

BUILDING CODE ANALYSIS

CONSTRUCTION TYPE: TYPE III, FULLY SPRINKLERED

NO. OF LEVELS: 1 LEVEL

OCCUPANCY: A-2

ZONING: SP-2

LAND USE DESIGNATION: HDR/CC

TI GROSS LEASE AREA: 3,298 SQ.FT.

NO. OF EMPLOYEES: 3 MAX. PER SHIFT

NO. OF SEATS: 62 SEATS (INCL. 5 ACCESSIBLE)
20 SEATS (EXTERIOR)

OCCUPANT LOAD:

DINING AREA	62 FIXED SEATING = 62	NO. OF EXIT REQ'D = 2
KITCHEN PREP/SERVICE AREA	1178.73 S.F. /200 = 5.89	NO. OF EXIT PROVIDED = 2
RESTROOM/VESTIBULE/HALLWAY	376.79 S.F. /150 = 2.51	
COOLER/FREEZER ROOMS	165.75 S.F. /0 = 0	
STORAGE	126.29 S.F. /300 = .42	

TOTAL OCCUPANT LOAD: 70.82

PROJECT DIRECTORY

TENANT/OWNER:

VOX KITCHEN
17011 BEACH BLVD, #676,
HUNTINGTON BEACH, CA 92647
ATTN: DANH NGUYEN
PH: (714) 369-4083

ARCHITECT:

GARY H. WANG
1000 CORPORATE CENTER DR., STE 550,
MONTEREY PARK, CA 91754
PH: (626) 288-6898
FAX: (626) 768-7101

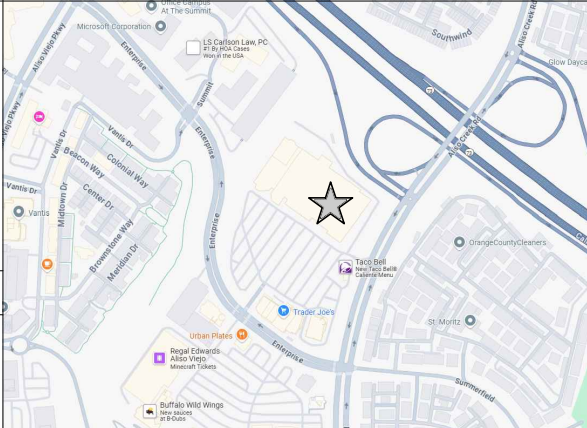
LANDLORD/PROPERTY OWNER:

VALUEROCK
18301 VON KARMAN AVE, STE 850,
IRVINE, CA 92612
PH: (949)228-1180

SHEET INDEX

PROJECT DESCRIPTION		MECHANICAL	
T-000	INDEX NOTES, PROJECT INFO, VICINITY MAP, SITE PLAN	M-0.0	MECHANICAL GENERAL NOTES & LEGENDS
T-001	GENERAL NOTES	M-0.1	SCHEDULES
T-002	GENERAL NOTES	M-1.0	FLOOR PLAN
T-100	ACCESSIBILITY NOTES	M-3.0	ROOF PLAN
T-101	ACCESSIBILITY NOTES	M-4.0	CAPTIVE AIRE DRAWINGS
T-102	ACCESSIBILITY DETAILS	M-4.1	CAPTIVE AIRE DRAWINGS
	ARCHITECTURAL	M-4.2	CAPTIVE AIRE DRAWINGS
A-100	EQUIPMENT PLAN & SCHEDULE	M-4.3	CAPTIVE AIRE DRAWINGS
A-101	FLOOR PLAN	M-4.4	CAPTIVE AIRE DRAWINGS
A-102	WALL & FLOOR FINISH PLAN, SCHEDULE, & DETAILS	M-4.5	CAPTIVE AIRE DRAWINGS
A-106	EGRESS PLAN	M-4.6	CAPTIVE AIRE DRAWINGS
A-110	REFLECTED CEILING PLAN	M-4.7	CAPTIVE AIRE DRAWINGS
A-120	ROOF PLAN	M-4.8	CAPTIVE AIRE DRAWINGS
A-200	INTERIOR ELEVATIONS	M-4.9	CAPTIVE AIRE DRAWINGS
A-201	INTERIOR ELEVATIONS	M-4.10	CAPTIVE AIRE DRAWINGS
A-202	INTERIOR ELEVATIONS	M-4.11	CAPTIVE AIRE DRAWINGS
A-203	INTERIOR ELEVATIONS	M-4.12	CAPTIVE AIRE DRAWINGS
A-204	INTERIOR ELEVATIONS	M-4.13	CAPTIVE AIRE DRAWINGS
A-205	INTERIOR ELEVATIONS	M-4.14	CAPTIVE AIRE DRAWINGS
A-206	INTERIOR ELEVATIONS	M-4.15	CAPTIVE AIRE DRAWINGS
A-207	ENLARGED RESTROOM PLAN & ELEVATIONS	M-4.16	CAPTIVE AIRE DRAWINGS
A-208	EXTERIOR ELEVATIONS	M-4.17	CAPTIVE AIRE DRAWINGS
A-300	DETAILS	M-4.18	CAPTIVE AIRE DRAWINGS
A-301	DETAILS	M-4.19	CAPTIVE AIRE DRAWINGS
	STRUCTURAL	M-4.20	CAPTIVE AIRE DRAWINGS
S-100	GENERAL NOTES	M-4.21	CAPTIVE AIRE DRAWINGS
S-101	DETAILS	M-4.22	CAPTIVE AIRE DRAWINGS
S-200	ROOF PLAN	M-4.23	CAPTIVE AIRE DRAWINGS
	PLUMBING	M-4.24	CAPTIVE AIRE DRAWINGS
P-0.1	PLUMBING GENERAL NOTES & LEGENDS	M-5.0	DETAILS
P-0.2	SCHEDULES	M-6.0	TITLE 24
P-0.3	SCHEDULES		ELECTRICAL
P-1.1	FLOOR PLAN - SANITARY WASTE & VENT	E-0.0	LEAD SHEET
P-2.1	FLOOR PLAN - DOMESTIC WATER & GAS	E-0.1	SINGLE LINE DIAGRAM
P-3.1	ROOF PLAN	E-0.2	EQUIPMENT SCHEDULE
P-4.1	ISOMETRIC - SANITARY WASTE & VENT	E-0.3	TITLE 24
P-4.2	ISOMETRIC - DOMESTIC WATER	E-0.4	TITLE 24
P-4.3	ISOMETRIC - GAS	E-2.0	LIGHTING PLAN
P-5.0	DETAILS	E-3.0	POWER PLAN
P-6.0	TITLE 24	E-4.0	ELECTRICAL ROOF PLAN

VICINITY MAP



★ 26511 ALISO
CREEK RD, STE 7,
ALISO VIEJO, CA
92656



KEY PLAN



THESE DRAWINGS AND SPECIFICATIONS AND IDEAS,
DESIGNS AND ARRANGEMENTS REPRESENTED THEREBY
ARE AND SHALL REMAIN THE PROPERTY OF GARY WANG
& ASSOCIATES, AND NO PART THEREOF SHALL BE
COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION
WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC
PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND
DEVELOPED WITHOUT THE WRITTEN CONSENT OF GARY
WANG & ASSOCIATES. VISUAL CONTACT WITH THESE
DRAWINGS AND SPECIFICATIONS SHALL CONSTITUTE
CONCLUSIVE EVIDENCE OF THESE RESTRICTIONS. WRITTEN
DIMENSIONS ON THESE DRAWINGS SHALL HAVE
PRECEDENCE OVER SCALED DIMENSIONS; CONTRACTORS
SHALL VERIFY AND BE RESPONSIBLE FOR ALL
DIMENSIONS AND CONDITIONS ON THE JOB, AND THIS
OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM
THE DIMENSIONS AND CONDITIONS SHOWN BY THESE
DRAWINGS. SHOP DETAIL MUST BE SUBMITTED TO THIS
OFFICE FOR REVIEW BEFORE PROCEEDING WITH THE
FABRICATION.

ARCHITECT



STAMP



PROJECT NAME/ADDRESS:

VOX KITCHEN & BAR

26511 ALISO CREEK RD, STE 7,
ALISO VIEJO, CA 92656

REVISIONS:

NO.	LL COMMENTS	DATE
1	LL COMMENTS	06/04/25

AHJ STAMP APPROVAL



JOB NUMBER

ARCH PROJECT #: 25-007

DRAWN BY	CHECKED BY:
GM	MT

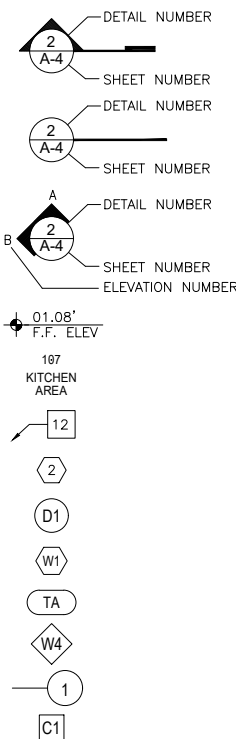
SHEET CONTENT

INDEX NOTES, PROJECT INFO,
VICINITY MAP, SITE PLAN

SHEET NO

T-000

SYMBOLS



SECTION

DETAIL

INTERIOR ELEVATION

DATUM ELEVATION

ROOM NUMBER & NAME

KEYNOTE

EQUIPMENT NUMBER

DOOR TYPE

WINDOW TYPE

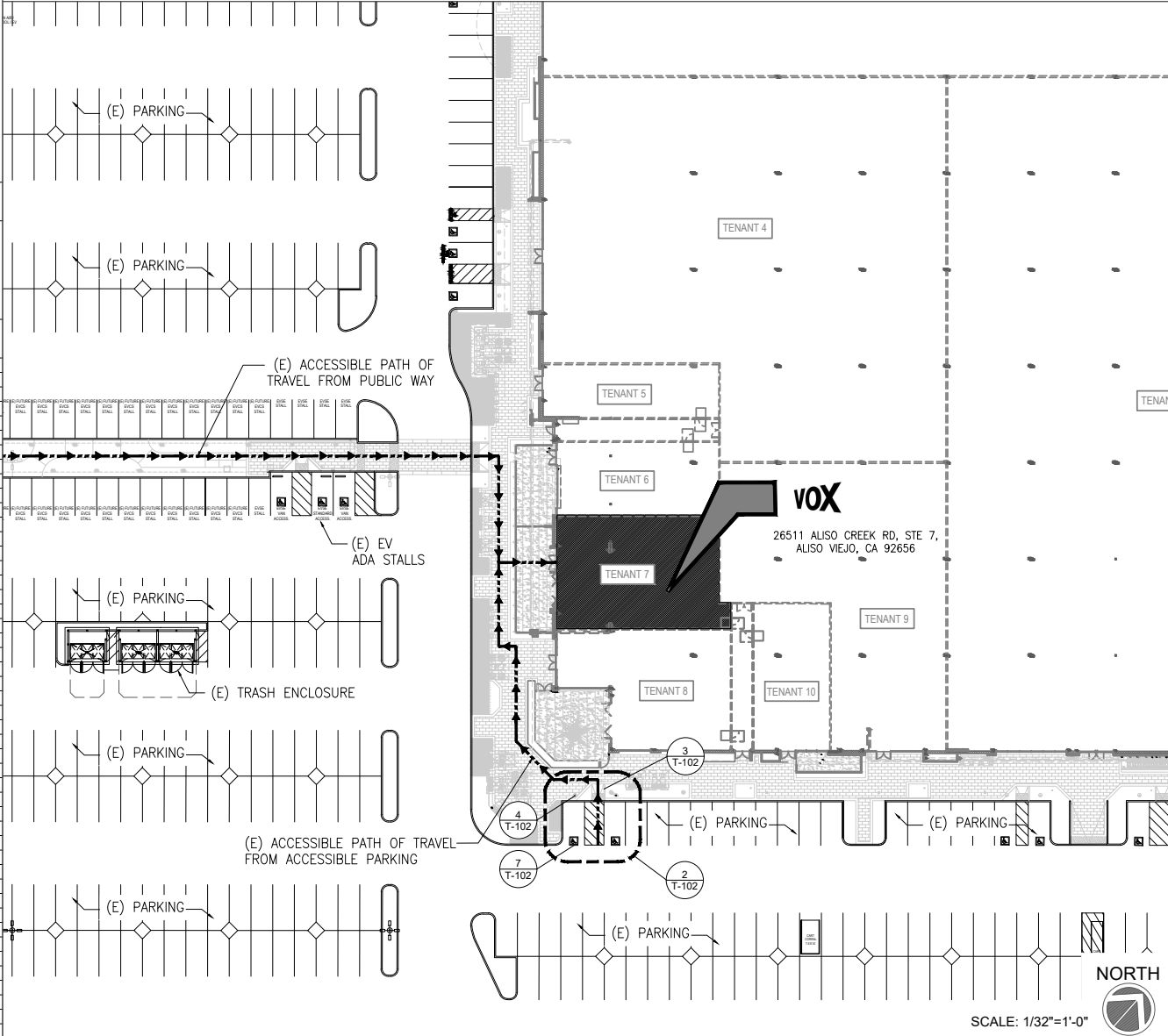
FLOOR/WALL FINISH

WALL TYPE

STRUCTURAL GRID

CEILING FINISH

SITE PLAN



SCALE: 1/32"=1'-0"

ITEM	REMARKS	PLUMBING								ELECTRICAL					EQUIPMENT					
		GAS			WASTE	HOT WATER		COLD WATER		LOAD			PHASE	VOLTS	MODEL NUMBER	MANUFACTURER	DESCRIPTION	QTY.	ITEM	
		SIZE	R.I.H.	BTU	TYPE	SIZE	R.I.H.	SIZE	R.I.H.	SIZE	AMPS	WATS								H.P.
1	-	3/4"	-	227K	-	-	-	-	-	6.0	-	-	-	120	IR-6	IMPERIAL	6 GAS BURNER & OVEN	1	1	
2	-	3/4"	-	60K	SC	-	-	-	-	-	-	-	-	-	IMGA-2428	IMPERIAL	GAS GRIDDLE	1	2	
3	-	3/4"	-	140K	FS	1-1/4"	-	-	-	-	-	-	-	-	SG14-S	PITCO	GAS FRYER	3	3	
4	NEMA-5-15P	3/4"	-	160K	-	-	-	-	-	1/2"	2.0	-	-	120/60	GPC-18	ANETS	PASTA COOKER	3	4	
5	-	3/4"	-	125K	FS	2"	-	1/2"	-	1/2"	-	-	-	-	WR-1-13	GSW	24" SINGLE WOK	2	5	
6	-	3/4"	-	125K	FS	2"	-	1/2"	-	1/2"	-	-	-	-	WR-2-1320	GSW	48" DOUBLE WOK	1	6	
7	NEMA-5-15P	-	-	-	-	-	-	-	-	10	1200	-	-	120	HATC-GRFHS-22	HATCO	FRYER WARMER	1	7	
8	-	3/4"	-	160K	-	-	-	-	-	-	-	-	-	-	ATSP-18-2	ATOSA	FLOOR BURNER	1	8	
9	-	-	-	-	FS	-	-	1/2"	-	1/2"	93	-	-	-	208/60	EHT-V	ECOLAB	DISHWASHING MACHINE	1	9
10	NEMA-5-15P	-	-	-	-	-	-	-	-	6.5	-	-	-	115/60	TSSU-60-24M-B-ST-HC	TRUE	60" MEGATOP	2	10	
11	NEMA-5-15P	-	-	-	-	-	-	-	-	2.3	-	-	-	-	115/60	TWT-27F-HC	TRUE	27" WORKTOP FREEZER	1	11
12	NEMA-5-15P	-	-	-	-	-	-	-	-	5.8	-	-	-	115/60	TSSU-48-18M-B-HC	TRUE	48" SANDWICH TOP	2	12	
13	-	-	-	-	-	-	-	-	-	3.5	-	-	-	115/60	TSSU-27-12M-C-HC	TRUE	27" SANDWICH TOP	1	13	
14	NEMA-5-15P	-	-	-	-	-	-	-	-	2.0	-	-	-	115/60	TWT-48F-HC	TRUE	48" WORKTOP FREEZER	1	14	
15	NEMA-5-15P	3/4"	-	106.5K	-	2"	-	3/4"	-	3/4"	15	-	-	-	208	ICP-6-FULL ON 6-FULL NG	RATIONAL	COMBI OVEN	1	15
16	-	3/4"	-	35K	-	-	-	-	-	-	-	-	-	-	IRS8-36	IMPERIAL	SALAMANDER BROILER	1	16	
18	NEMA-6-15P	-	-	-	-	-	-	-	-	7.0	-	-	-	208/60	ALTS-1000-UP	ALTO SHAAM	HOT FOOD HOLDING CABINETS	1	17	
18	NEMA-5-15P	-	-	-	-	-	-	-	-	15	-	-	-	120/60	HS7N-1	HOBART	MEAT SLICER	1	18	
19	NEMA-5-15P	-	-	-	-	-	-	-	-	2.0	-	-	-	115/60	TRCB-36-HC	TRUE	36" CHEF BASE	1	19	
20	NEMA-5-15P	-	-	-	-	1"	-	-	-	3.2	-	-	-	115/60	TBR60-RISZ1-L-B-GG-1	TRUE	60" BAR FRIDGE	3	20	
21	NEMA-5-15P	-	-	-	-	-	-	-	-	3.2	-	-	-	115/60	TUC-48F-HC	TRUE	48" UNDERCOUNTER FREEZER	1	21	
22	-	-	-	-	D	1/2"	-	1-1/2"	-	1-1/2"	-	-	-	-	PERL-UCS48A-LF	PERLICK	48" COCKTAIL STATION W/ SODA GUN	2	22	
23	-	-	-	-	D	1"	-	-	-	-	-	-	-	-	KR24-GS81	KROWNE	GLASS RACK	1	23	
24	-	-	-	-	FS	1"	-	1/2"	-	1/2"	32	-	-	-	208/60	E-UHT	ECOLAB	GLASSWASHER	1	24
25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	METRO-T-6PSSKR	MICROMATIC	DRAFT BEER TOWER	1	25	
26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	DP-MET-T-24-Z	MICROMATIC	DRIP TRAY	1	26	
27	NEMA-5-15P	-	-	-	D	3/4"	-	-	-	1.8	-	-	-	120/60	MOBS-88S36C	PERLICK	CABINET FRIDGE	1	27	
28	NEMA-5-15P	-	-	-	-	-	-	-	-	3.8	-	-	-	120/60	FR36RT-3	PERLICK	GLASS FROSTER	1	28	
29	NEMA-5-15P	-	-	-	FS	3/4"	-	-	-	3/4"	-	-	-	115/60	GTX561AC	KOLD-DRAFT	ICE MACHINE	1	29	
30	-	-	-	-	FS	3/4"	-	-	-	-	-	-	-	-	KDB400	KOLD-DRAFT	ICE BIN	1	30	
31	NEMA-5-15P	-	-	-	FS	3/4"	-	-	-	1/2"	12.5	-	-	-	208/60	KM-1100MAJ	HOSHIZAKI	ICE MACHINE	1	31
32	-	-	-	-	FS	3/4"	-	-	-	-	-	-	-	-	B-500SF	HOSHIZAKI	ICE BIN	1	32	
33	-	-	-	-	FS	-	-	1"	-	1"	-	-	-	-	SE18181R	GSW	1 COMPARTMENT SINK	2	33	
34	-	-	-	-	FS	-	-	1"	-	1"	-	-	-	-	SE18182D	GSW	2 COMPARTMENT SINK	-	34	
35	-	-	-	-	FS	-	-	1"	-	1"	-	-	-	-	SH18243024	GSW	3 COMPARTMENT SINK	1	35	
36	-	-	-	-	D	1-1/2"	-	1"	-	1"	-	-	-	-	HS-1615S	GSW	HAND SINK	3	36	
37	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4527877	COMPLETE 360	PAPER TOWEL DISPENSER	3	37	
38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9202-3714	KEYSTONE	SOAP DISPENSER	3	38	
39	-	-	-	-	FS	1-1/2"	-	-	-	-	-	-	-	-	TS053C	PERLICK	3 COMPARTMENT SINK, BAR	1	39	
40	-	-	-	-	D	1-1/2"	-	1/2"	-	1/2"	-	-	-	-	KR19-1C	KROWNE	HAND SINK, BAR	1	40	
41	-	-	-	-	D	1-1/2"	-	1/2"	-	1/2"	-	-	-	-	KR19-12DS	KROWNE	DUMP SINK, BAR	1	41	
42	-	-	-	-	FS	-	-	-	-	-	-	-	-	-	DT72S-R	GSW	SOILED DISHTABLE	1	42	
43	-	-	-	-	-	-	-	-	-	-	-	-	-	-	DT48C-L	GSW	CLEAN DISHTABLE	1	43	
44	NEMA-5-15P	-	-	-	-	-	-	-	-	3.0	-	-	-	115/60	TWT-48-HC	TRUE	48" WORKTOP FRIDGE	3	44	
45	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	CUSTOM	FREEZER, WALK IN	1	45	
46	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	CUSTOM	COOLER, WALK IN	1	46	
47	-	-	-	-	-	-	-	-	-	-	-	-	-	-	WT-EXXX	GSW	S/S WORK TABLE W/ SHELF	-	47	
48	-	-	-	-	-	-	-	-	-	-	-	-	-	-	CUSTOM	GSW	S/S WORK TABLE	-	48	
49	-	-	-	-	-	-	-	-	-	-	-	-	-	-	CMEP180X	THUNDER GROUP	S/S WIRE SHELVES	-	49	
50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	WS-W120X	GSW	S/S WALL SHELVES	-	50	
51	-	-	-	-	-	-	-	-	-	-	-	-	-	-	IC-44243 (MC-15-2910)	MCCANN'S	3 TIER SODA RACK	1	51	
52	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20LB ALUMINUM TANK	KEGCO	CO2	2	52	
53	-	-	-	-	D	2"	-	-	-	-	-	-	-	-	MS-2424	KROWNE	MOP SINK	1	53	
54	-	-	-	-	-	-	-	-	-	-	-	-	-	-	US0836-16/3	EAGLE	CHEMICAL SHELF & MOP RACK	1	54	
55	-	-	-	-	-	1/2"	-	-	-	-	-	-	-	-	2100S OD	KINETICO	WATER SOFTENER	1	55	
55.1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2100S ODK-SPRAY	KINETICO	BRINE TANK	1	55.1	
55.2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	DECHLORINATOR 1100	KINETICO	CARBON FILTER	1	55.2	
56	-	3/4"	-	275K	-	-	-	-	-	1-1/2"	81	-	-	120/60	BCL3-100T275-6NOX	AMERICAN	GAS WATER HEATER, 100 GAL	1	56	
57	-	-	-	-	-	-	-	-	-	-	-	-	-	-	CUSTOM	CAPTIVE AIRE	TYPE-I HOOD	2	57	
58	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	ELECTRICAL PANEL	2	58	
59	-	-	-	-	-	-	-	-	-	15	-	-	-	120	WH200	WARING	INDUCTION RANGE	1	59	
60	-	-	-	-	-	-	-	-	-	0.83	-	-	-	120	SEJ22000	THUNDER	RICE WARMER	1	60	
61	-	-	-	-	-	-	-	-	-	14	-	-	-	120	R-21LCFS	SHARP	MICROWAVE	1	61	
62	-	-	-	-	-	-	-	-	-	10	-	-	-	120	HW-FUL	HATCO	FOOD WARMER	1	62	
63	-	-	-	-	-	-	-	-	-	10	-	-	-	110	62826 VITA-PREP 3	VITAMIX	BLENDER	2	63	
64	-	-	-	-	-	-	-	-	-	7	-	-	-	110	MP950 TURBO	ROBOT COUPE	IMMERSION BLENDER	2	64	
65	-	-	-	-	-	-	-	-	-	7	-	-	-	110	R2BCLR	ROBOT COUPE	FOOD PROCESSOR	1	65	
66	-	-	-	-	-	-	-	-	-	7.7	-	-	-	120	CR-UCM2-SW-2	CRYSTALLI	REMOTE WATER CHILLER	1	66	
67	-	-	-	-	-	-	-	-	-	15.4	-	-	-	120	43600.0026 HSX	BUNN	HOT WATER DISPENSER	1	67	
68	-	-	-	-	-	-	-	-	-	2.1	-	-	-	120	2893812303	HATCO	HEAT LAMP, PENDANT	3	68	
69	-	-	-	-	-	-	-	-	-	6.7	-	-	-	120	3385182320	HATCO	HEAT LAMP, STRIP	1	69	
70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	178SSDOS6012	AVANTCO	S/S DOUBLE DECK OVERSHELF	1	70	
71	-	-	-	-	-	-	-	-	-	2	-	-	-	19	-	TOAST	POS	4	71	
72	-	-	-	-	-	-	-	-	-	2	-	-	-	19	-	TOAST	KDS	5	72	
73	-	-	-	-	-	-	-	-	-	0.027	-	-	-	110	-	BAVNR0	TIMER	4	73	
74	NEMA-5-15P	-	-	-	-	-</														

ROOM DESCRIPTION		FLOOR				BASE				WALLS								CEILING									
										MATERIAL		FINISH		COLOR		HT.	MATERIAL		FINISH	COLOR							
ROOM NUMBER	ROOM NAME	NEW 16" X 16" TILE	NEW 6" X 6" QUARRY TILE	INSULATED GALVANIZED S.S.	NEW 5.5" X 5.5" TILE	NEW 6" X 16" BASE TILE	6" X 6" QUARRY TILE W/ 3/8" R COVE	NEW STAINLESS STEEL SCHLUTER 3/8" R COVE BASE	INSULATED GALVANIZED S.S.	5/8" DRYWALL TYPE "X"	5/8" DRYWALL TYPE "X" (MOISTURE RESISTANT)	MANUFACTURER FINISH	(B) PAINT FINISH	(A) TILE FINISH	(C) FRP PANEL	MANUFACTURER FINISH	SEE PAINT SCHEDULE	SEE SURFACE SCHEDULE	SEE TILE SCHEDULE	SEE INTERIOR ELEVATIONS AT A2 SHEETS	SEE CEILING PLAN ON SHT. A-110	5/8" DRYWALL TYPE "X"	SUSP. GYP. CEILING PANEL 2"x4" SMOOTH & WASHABLE (SEE A-110)	MANUFACTURER PROVIDED	OPEN CEILING	SEE PAINT SCHEDULE	
(A)	HALLWAY	●				●				●			●												●		
(100)	DINING AREA	●																									
(101)	BAR AREA (B)		●				●			●			●										●				
(102)	KITCHEN AREA (B)		●				●			●					●								●				
(103)	PREP AREA (B)		●				●			●					●								●				
(104)	SCULLERY AREA (B)		●				●			●					●								●				
(105)	UTILITY (B)		●				●			●					●								●				
(106)	STORAGE AREA (B)						●			●													●				
(107)	WALK-IN COOLER		●				●					●				●							●				
(108)	WALK-IN FREEZER			●					●			●				●								●			
(109)	ALL GENDER RESTROOM (B)			●				●			●		●	●								●					
(110)	WOMEN'S RESTROOM (B)			●				●			●		●	●				✓	✓	✓	✓	✓	●				✓

NO.	TYPE	SIZE	FRAME	FINISH	THK	CORE	HARDWARE	REMARKS
①	(E) STOREFRONT DOUBLE DOOR	3'-0" X 8'-0" (PAIR)	(E)	(E)	-	TEMP. GLASS	PUSH/PULL TYPE	SELF-CLOSING & KEY LOCK
②	(E) STOREFRONT FOLDING DOORS	16'-6" X 8'-0"	(E)	(E)	-	TEMP. GLASS	-	TO REMAIN CLOSED & LOCKED
③	SERVICE DOOR	3'-0" X 7'-0"	H. METAL	-	1 3/4	SOLID	ELIASON DOUBLE SWING	-
④	COOLER/FREEZER DOORS	3'-0" X 7'-0"	-	-	-	INSULATED	HARDWARE BY VENDOR	DOOR BY VENDOR
⑤	RESTROOM DOOR	3'-0" X 6'-8"	H. METAL	-	-	-	LEVER TYPE	SELF CLOSING W/ 10" S.S. KICK PLATE BOTH SIDES
⑥	(E) REAR DOOR	3'-0" X 7'-0"	H. METAL	-	-	-	LEVER TYPE W/ PRIVACY LOCK	SELF-CLOSING & KEY LOCK W/ PANIC HARDWARE

The architectural drawings show six different door types labeled D1 through D6(E). Each drawing includes dimensions and specific requirements.

- D1 STOREFRONT DOOR:** Dimensions are 8'-0" high by 6'-0" wide. It features a double-hung design with two panes each divided into four smaller sections. A note specifies: "PROVIDE 10\" MIN. STAIN. STL. KICK PLATE, ON BOTH SIDES. IT SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE". The height from the finished floor (F.F.L.) to the bottom of the door is 34"-44".
- D2 STOREFRONT FOLDING DOORS (TO REMAIN CLOSED & LOCKED):** Dimensions are 8'-0" high by 16'-6" wide. It consists of five vertical folding panels, each with a diagonal brace pattern.
- D3 SERVICE DOOR:** Dimensions are 7'-0" high by 3'-0" wide. It has a single pane with a diamond-shaped window near the top. A note specifies: "PROVIDE 10\" MIN. STAIN. STL. KICK PLATE, ON BOTH SIDES. IT SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE". There is also a small rectangular window at the bottom.
- D4 COOLER & FREEZER DOORS BY VENDOR:** Dimensions are 7'-0" high by 3'-0" wide. It is a single-paneled door with a handle and lock mechanism.
- D5 RESTROOM DOOR:** Dimensions are 6'-8" high by 3'-0" wide. It features a circular window near the top. Notes include: "DOOR FRAME PAINT: P-5", "ACCESSIBLE SIGNAGE", and "PROVIDE 10\" MIN. STAIN. STL. KICK PLATE, ON BOTH SIDES. IT SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE". The height from the finished floor (F.F.L.) to the bottom of the door is 34"-44".
- D6(E) REAR DOOR:** Dimensions are 7'-0" high by 3'-0" wide. It has a single pane with a horizontal bar near the top. Notes include: "(E) PANIC HARDWARE", "PROVIDE 10\" MIN. STAIN. STL. KICK PLATE, ON BOTH SIDES. IT SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE", and the height from the finished floor (F.F.L.) to the bottom of the door is 34"-44".

NO.	DESCRIPTION
(W1)	EXISTING WALLS TO REMAIN, G.C. TO PATCH AND REPAIR AS NECESSARY.
(W2)	EXISTING DEMISING WALL TO REMAIN SHALL MAINTAIN 2-HR SEPARATION & FIRE RATING G.C. TO PATCH AND REPAIR AS NECESSARY.
(W3)	EXISTING FIXED STOREFRONT GLAZING, PROTECT IN PLACE.
(W4)	6" 18 GA. MTL. STUD WALL (U.N.O.) W/ 5/8" TYPE 'X' GYP. BD. BOTH SIDES.
(W5)	6" 18 GA. MTL STUD FURR OUT WALL W/ 5/8" TYPE 'X' GYP ON ONE SIDE.
(W6)	3-5/8" 18 GA. MTL. STUD LOW WALL (U.N.O.) W/ 5/8" TYPE 'X' GYP. BD. BOTH SIDES.
(W7)	3-5/8" 18 GA. MTL. STUD WALL (U.N.O.) W/ 5/8" TYPE 'X' GYP. BD. BOTH SIDES (SEE DETAIL 1/A-300).

 ← EXISTING WALL TO REMAIN
 ← NEW LOW WALL

 ← NEW NON-BEARING FULL HT. WALL
 ← NEW COOLER/FREEZER WALLS

 ← NEW NON-BEARING PARTITION WALL

NO.	DESCRIPTION
1	PROVIDE A READILY VISIBLE DURABLE SIGN ABOVE THE <u>MAIN ENTRANCE</u> DOOR STATING "THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED"
2	PROVIDE INTERNATIONAL SYMBOL OF ACCESSIBILITY, SEE DETAIL 7/T-102
3	TACTILE EXIT SIGN, SEE 10/T-102
4	CAPACITY SIGN PER CBC 1004.3
5	ELECTRIC PANEL
6	RESTROOM SIGNAGE, SEE DETAIL 11 & 12/T-102
7	EXHAUST HOOD ABOVE SEE MECHANICAL DRAWINGS
8	ACCESSIBLE TABLE, SEE DETAIL 8/T-102, THE KNEE & TOE SPACE SHALL BE PROVIDED PER SECTION 11B-303.
9	WATER HEATER PLATFORM, SEE DETAIL 11/A-301
10	FIRE EXTINGUISHER MINIMUM RATING 10BC
11	FIRE EXTINGUISHER TYPE K
12	CONDUIT FROM POS, TO PHONE, INTERNET MODEM, & CABLE.
13	MOP SINK
14	PASS THROUGH WINDOW
15	WALL SHELVING



1

SCALE: $3/16" = 1'-0"$

THESE DRAWINGS AND SPECIFICATIONS AND IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF GARY WANG & ASSOCIATES; AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY OTHER PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF GARY WANG & ASSOCIATES. VISUAL CONTACT WITH THESE DRAWINGS SHALL BE LIMITED TO THE SPECIFIC PROJECT. CONCLUSIVE EVIDENCE OF THESE RESTRICTIONS, WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS; CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR THE DIMENSIONS AND CONDITIONS ON THE JOB, AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. FOR DETAIL REPORTS, REFER TO THIS OFFICE FOR REVIEW BEFORE PROCEEDING WITH THE FABRICATION.



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ALISO VIEJO, CA 92656

[illegible]

ARCH PROJECT #: 25-007

SHEET CONTENT

FLOOR PLAN & ROOM FINISH SCHEDULE

A-101

PROJECT DESCRIPTION

Conditional Use Permit – ABC Type 47 (On-Sale General)

Applicant / Business Name: Kei 023 LLC

Business Address: 26511 Aliso Creek Road, Aliso Viejo, CA 92656

Use: Full-Service Restaurant with Alcohol Service

1. Business Operations and Alcohol Service

a. Days and Hours of Operation

Kei 023 LLC will operate as a full-service restaurant seven (7) days a week from **10:00 a.m. to 10:00 p.m.** Alcoholic beverages will be served during normal operating hours in compliance with all applicable California Department of Alcoholic Beverage Control (ABC) regulations governing an **ABC Type 47 license**.

b. Food and Beverage Service

The establishment will operate as a **bona fide eating place** consistent with the requirements of an **ABC Type 47 (On-Sale General – Eating Place)** license. The primary purpose of the business is the preparation and service of full meals.

The restaurant will specialize in **Peruvian-Asian fusion cuisine**, offering a full menu of appetizers, entrées, and desserts. Food service will remain the principal focus and primary source of revenue.

Alcoholic beverages, including **beer, wine, and distilled spirits**, will be served **only in conjunction with meal service** to seated patrons. The business will not operate as a bar, lounge, or nightclub.

In addition to alcoholic beverages, non-alcoholic beverage offerings will include **dairy-based drinks, fountain beverages, mocktails, tea, and matcha beverages**.

c. Staff Training and Alcohol Management

All employees involved in the sale or service of alcoholic beverages will complete **California Responsible Beverage Service (RBS) training** as required by state law. Staff will be trained to verify valid government-issued identification for patrons appearing under the age of 30 and will refuse service to minors or visibly intoxicated individuals. Management will actively supervise alcohol service to ensure compliance with ABC regulations and City conditions of approval.

d. Entertainment

No live entertainment, amplified music, dancing, or other forms of entertainment are proposed. Televisions, if provided, will be used **solely for displaying menus, promotional materials, and advertisements related specifically to the business.**

2. Required Municipal Findings

a. Consistency with the General Plan

The proposed full-service restaurant with alcohol service is consistent with the City of Aliso Viejo General Plan designation for commercial land uses. The project supports neighborhood-serving dining uses and contributes to the economic vitality of the surrounding commercial area.

b. Consistency with the Zoning Code

The proposed use complies with the applicable zoning regulations and development standards of the City of Aliso Viejo. A full-service restaurant with alcohol service is a conditionally permitted use at the project site, subject to approval of a Conditional Use Permit. No exterior expansion or change to the existing building footprint is proposed.

c. Compliance with CEQA

The project qualifies for an exemption from the California Environmental Quality Act (CEQA) as it involves the operation of an existing commercial tenant space with no physical expansion or intensification of use that would result in significant environmental impacts.

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The project qualifies for an exemption from the California Environmental Quality Act (CEQA) as it involves the operation of an existing commercial tenant space with no physical expansion or intensification of use that would result in significant environmental impacts.

d. Surrounding Uses and Compatibility

Approval of the Conditional Use Permit will not be materially detrimental to public health, safety, or general welfare. The restaurant will operate entirely within an enclosed building and will comply with all applicable noise, safety, and operational regulations. The proposed use is compatible with surrounding commercial uses and will not be injurious to nearby properties or land uses.

e. Parking and Circulation

Adequate off-street parking is provided on-site in compliance with the City of Aliso Viejo Municipal Code parking requirements for restaurant uses. The project is located within an existing commercial center that provides shared parking for tenants. No modification to existing parking facilities is proposed, and no adverse parking or circulation impacts are anticipated.

Conclusion

The proposed project by **Kei 023 LLC** meets all applicable requirements for approval of a Conditional Use Permit and will operate in compliance with City regulations, zoning standards, and California ABC requirements for an **ABC Type 47 license**.

Christina Ango



Vox Kitchen

26511 Aliso Creek Road

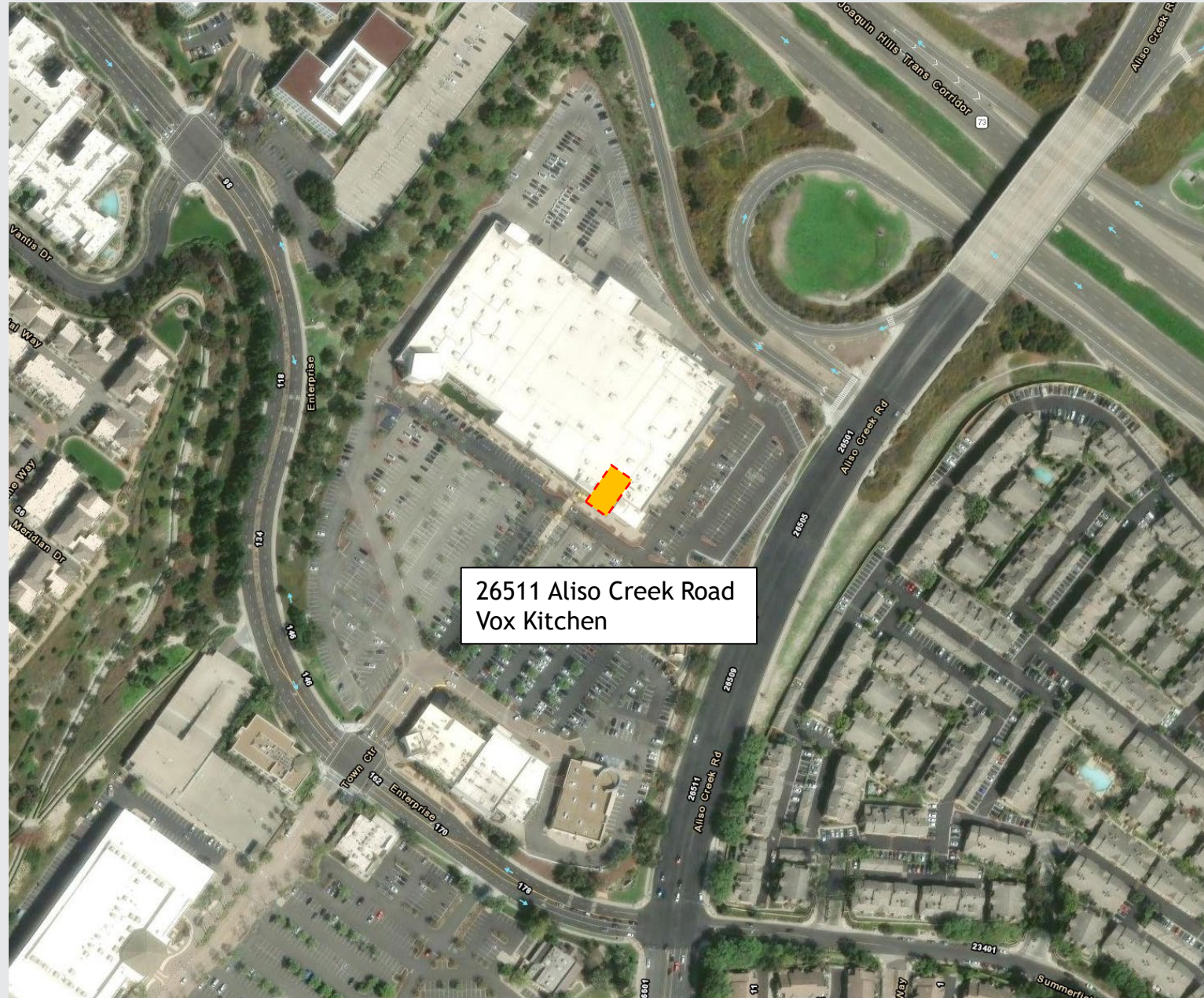
USE-2025-00020 - Conditional Use Permit for Alcohol Sales

City Council
February 4, 2026

Surrounding Area

At the Commons, in
between Philz Coffee
and Marugame Udon

CUP is required for
alcohol sales within
the Commons
Specific Plan District



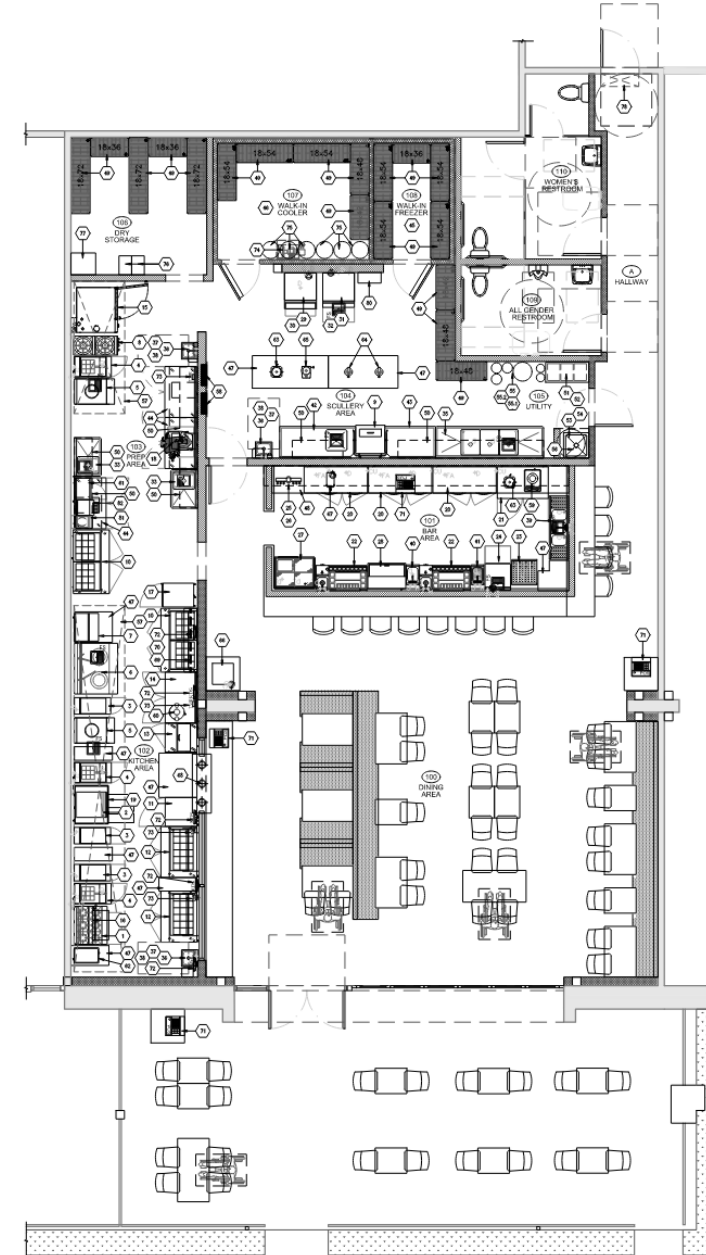
REQUEST

Type 47 ABC License (On-Sale General - Eating Place) - Beer, Wine, and Distilled spirits

Hours of Operation
Daily: 10AM - 10PM

Minor CUP for Vox Kitchen approved:
6/23/25

Permits issued for tenant improvements:
12/8/25



Staff Recommendation to City Council:

Adopt a Resolution approving a Conditional Use Permit to permit alcohol sales within a new restaurant at 26511 Aliso Creek Road (USE-2025-00020).

City of Aliso Viejo

AGENDA ITEM



DATE: February 4, 2026

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney

SUBJECT: INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

Recommended Action:

Approve the Interim City Manager Employment Agreement between the City of Aliso Viejo and Ann Eifert for working out of class with the additional duties of Interim City Manager, effective retroactively to December 22, 2025, and establishing the terms and conditions of the appointment.

Fiscal Impact:

The temporary salary increase in base compensation is \$23.32 per hour, or \$48,512 annually; however, the increase would only continue while serving as the Interim City Manager. All amounts are within the City's 2025-26 Fiscal Year budget parameters.

Background:

Ann Eifert has served the City of Aliso Viejo as its Director of Financial Services/City Treasurer since 2022. Since the sudden passing of the City Manager, Mitzi Ortiz, on December 22, 2025, Ms. Eifert has been appointed as Acting City Manager, in addition to her regular duties. It is anticipated she will continue to serve in that capacity for the period of time necessary to allow the Council to recruit and select an individual to serve as permanent City Manager. Ms. Eifert has accepted the terms of this position as presented by the Council.

The City Council directed the City Attorney's office to prepare an employment agreement setting forth the terms for Ms. Eifert's temporary employment in the position of Interim City Manager as provided in the attached Interim City Manager Employment Agreement.

Discussion:

The Aliso Viejo Municipal Code authorizes the Council to appoint a City Manager and State open meeting laws allow the City Council to propose the terms of employment to unrepresented employees like the Director of Finance/City Treasurer. If those terms are

acceptable by the employee, the terms must be presented orally in a City Council meeting prior to final action. This agenda item presents that opportunity.

This agenda item provides Ms. Eifert a temporary pay increase of 20% or \$23.32 per hour to compensate her for her increased duties, effective on December 22, 2025, bringing her annual base compensation to \$291,074 (paid at an hourly rate of \$139.94 per hour up to a maximum of 40 hours per week, while serving in her interim appointment). This increased compensation would remain in effect for the duration of her assignment as Interim City Manager.

Attachment:

1. Interim City Manager Employment Agreement

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ALISO VIEJO AND ANN EIFERT

This Employment Agreement for Interim City Manager services (“Agreement”) is made and entered into on this 4th day of February, 2026, effective December 22, 2025 (the “Effective Date”), by and between the City of Aliso Viejo, a California municipal corporation (“City”) and Ann Eifert (“Eifert”), an individual. For purposes of this Agreement, City and Eifert may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

A. On December 22, 2025, City Manager Mitzi Ortiz (“Ortiz”) passed away unexpectedly, resulting in the immediate need for a temporary successor to maintain the continuity and conduct of City business.

B. In accordance with City Council policy, Ortiz had previously appointed Eifert as Acting City Manager during her absence.

C. Upon Ortiz’s passing and pursuant to City policy, Eifert continued in the role of Acting City Manager on a temporary basis in order to meet the City’s needs.

D. The City Council has commenced efforts to recruit for a permanent City Manager and desires to appoint Eifert as Interim City Manager until completion of that recruitment.

F. This Agreement provides for Eifert’s service as Interim City Manager and her performance of the additional duties until employment of a new City Manager, and at such time, with Eifert returning to performance of the duties of her position as the Director of Financial Services/City Treasurer exclusively.

G. The Parties now desire to enter into the Agreement in order to set forth and approve the terms for Eifert’s temporary employment in the position of Interim City Manager as set forth herein.

NOW, THEREFORE, in consideration of the foregoing mutual covenants and conditions, the Parties agree as follows:

1. Scope and Duties as Interim City Manager

A. Appointment and Employment: Subject to the terms and conditions of this Agreement, Eifert formally accepts the City Council’s appointment and the City agrees to employ Eifert as the City’s Interim City Manager.

B. Duties: As Interim City Manager, Eifert shall report to the City Council and shall perform the duties of the City Manager as set forth in Chapter 2.06 of the Aliso Viejo Municipal Code. Eifert, as Interim City Manager, shall have the authority provided in the Municipal Code and as otherwise directed by the City Council, including to oversee and appoint subordinate City employees.

2. Term and Termination

A. Term: This Agreement shall take effect on the Effective Date and shall remain in effect until such time as a new City Manager commences employment with the City or this Agreement is otherwise terminated as provided for herein.

B. At-Will Nature of Appointment: Eifert understands that she has no constitutionally protected property or other interest in her employment as Interim City Manager and has no due process rights associated with this temporary appointment. Eifert understands and expressly agrees that she serves in the Interim City Manager position on a temporary basis at the will and pleasure of the City Council and her temporary appointment may be rescinded and this Agreement terminated at any time by the City Council, without cause. Eifert is not eligible for any severance benefits upon termination of this Agreement, regardless of the manner in which the appointment ends. The Parties specifically agree that no advance notice is required to end her interim appointment and specifically acknowledge that Section 2.06.130 of the Municipal Code does not apply to this Agreement or to any decision to end her interim appointment.

C. Return to Former Position: Upon expiration or termination of this Agreement, Eifert shall automatically return to her position as Director of Financial Services/City Treasurer at the corresponding rates of compensation and with all benefits then applicable to that position, without loss of longevity, benefits, or rights. If this Agreement remains in effect on July 1, 2026, the City Council will meet and confer with Eifert to review her performance and to consider her salary for services in this Interim position.

D. Ability to Resign: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Eifert to resign at any time from the position of Interim City Manager, upon providing ten (10) days written notice to the City Council, at which time Eifert shall return to her position as Director of Financial Services/City Treasurer.

3. Salary and Compensation

A. In recognition of Eifert's continued service and additional services under this Agreement, Eifert shall receive compensation equal to an annual base salary of \$291,074 per year (an hourly rate of \$139.94 for up to 40 hours per week), for the duration of her interim assignment, and subject to applicable deductions and other withholdings while this Agreement remains in effect. As an exempt employee, Eifert is not entitled to overtime compensation.

B. Thereafter, Eifert will resume earning the compensation applicable to her position as Director of Financial Services/City Treasurer with the current annual salary for the position as provided in the City's approved salary schedule effective at that time.

4. General Provisions

A. The terms of this Agreement are intended by the Parties as the final expression of their agreement regarding the Interim City Manager appointment and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no

extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

C. This Agreement shall be governed by the laws of the State of California. Eifert and the City agree that venue for any dispute shall be in Orange County, California.

D. The Parties acknowledge that they understand the significance and consequences of this Agreement. The Parties also acknowledge that they have been given full opportunity to review and negotiate this Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Agreement shall not be interpreted against the party who prepared the initial draft because all Parties participated in the drafting of this Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Agreement.

E. Eifert may not assign this Agreement in whole or in part.

F. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

****Signatures on following page****

**SIGNATURE PAGE TO
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

CITY OF ALISO VIEJO:

EIFERT:

By: _____
Max Duncan, Mayor

By: _____
Ann Eifert

ATTEST:

Kathy Bailor
Interim City Clerk

APPROVED AS TO FORM:

By: _____
Scott C. Smith, City Attorney