

AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, NOVEMBER 19, 2025
7:00 PM REGULAR MEETING

CITY HALL
COUNCIL CHAMBERS
12 JOURNEY
ALISO VIEJO, CA



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

MITZI ORTIZ
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 Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE:

1. **SPECIAL PRESENTATIONS:** None.

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 November 5, 2025, Special and Regular Meetings.

[Draft Minutes - November 5, 2025, Special Meeting](#)

[Draft Minutes - November 5, 2025, Regular Meeting](#)

4.3 ACCOUNTS PAYABLE

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between October 24, 2025, and November 6, 2025, in the amount of \$1,079,640.76.

[Staff Report](#)

[Attachment 1 - Accounts Payable Report](#)

4.4 APPROVE AGREEMENT WITH UNITED BUILDING AND DEVELOPMENT SERVICES, LLC FOR THE ALISO VIEJO RANCH WOOD SEALING PROJECT

Recommended Action:

1. Approve an agreement in the amount of \$64,000 to United Building and Development Services, LLC as the lowest responsible bidder for the Aliso Viejo Ranch wood sealing project;
2. Authorize the City Manager to execute an agreement with United Building Development Services, LLC; and
3. Authorize City staff to make total compensation to United Building Development Services, LLC up to \$64,000 plus \$6,400 (10% of the agreement amount) to allow for contingencies, totaling \$70,400.

[Staff Report](#)

[Attachment 1 - Agreement](#)

5. PUBLIC HEARINGS:

5.1 REQUEST TO APPROVE AN ADMINISTRATIVE USE PERMIT TO ALLOW AN OUTDOOR DINING AREA AND AN EXPANSION OF AN ABC LICENSE INTO THE PARKING LOT AND A CONDITIONAL USE PERMIT TO REDUCE THE PARKING REQUIREMENT BY 17% AT 7 JOURNEY (USE-2025-00018 AND USE-2025-00019)

Recommended Action: Adopt a Resolution approving Administrative Use Permit USE-2025-00018 to allow for an outdoor dining area and an expansion of an ABC license into the parking lot and Conditional Use Permit USE-2025-00019 to reduce the parking requirement by 17% at 7 Journey.

[Staff Report](#)

[Attachment 1 - Resolution](#)

[Attachment 2 - Plans](#)

[Attachment 3 - Parking Study Memo](#)

[Attachment 4 - Presentation](#)

5.2 GENERAL PLAN AMENDMENT, ZONE CHANGE, VESTING TENTATIVE TRACT MAP, SITE DEVELOPMENT PERMIT, ENVIRONMENTAL ASSESSMENT, AND DEVELOPMENT AGREEMENT FOR 95 ARGONAUT

Recommended Action:

1. Continue the public hearing to a date uncertain; and
2. Review and provide direction on the preferred impact fee structure for development agreements.

[Staff Report](#)

[Attachment 1 - Objection Letter from AVCA](#)

[Attachment 2 - Presentation](#)

6. **DISCUSSION:**

6.1 **INSTALLATION OF FIXED LICENSE PLATE READER CAMERAS**

Recommended Action: Staff recommends that the City Council discuss the purpose and intended use of License Plate Reader (LPR) cameras within the City of Aliso Viejo, including how this technology can enhance public safety and investigative capabilities. Following this discussion, the Council may direct City staff and OCSD to develop a phased implementation plan, identify LPR camera locations, select a vendor, and provide a detailed proposal for consideration.

[Staff Report](#)

[Attachment 1 - OCSD Policy 463](#)

[Attachment 2 - Fixed LPR Locations](#)

[Attachment 3 - Benefits of LPR Cameras](#)

6.2 **ORDINANCE REPEALING SECTION 2.04.150 OF CHAPTER 2.04 RELATING TO LOCAL CAMPAIGN CONTRIBUTION LIMITS TO BE REPLACED BY STATUTORY DEFAULT LIMITS**

Recommended Action: Staff recommends the City Council introduce for first reading, an Ordinance of the City Council of the City of Aliso Viejo Repealing Section 2.04.150 of Chapter 2.04 relating to local campaign contribution limits to be replaced by statutory default limits.

[Staff Report](#)

[Attachment 1 - Ordinance](#)

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

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

9. **ADJOURNMENT:**

The next regularly scheduled City Council meeting is December 3, 2025.

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
SPECIAL MEETING
November 5, 2025, 5:30 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Ackley called the Special Meeting of the City Council of the City of Aliso Viejo to order at 5:30 p.m.

ROLL CALL:

PRESENT: MAYOR TIFFANY ACKLEY
MAYOR PRO TEM MAX DUNCAN
COUNCILMEMBER GARRETT DWYER
COUNCILMEMBER MIKE MUNZING
COUNCILMEMBER TIM A. ZANDBERGEN

ABSENT: NONE

STAFF PRESENT: MITZI ORTIZ, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
LOUISE SIMPSON, DEPUTY CITY ATTORNEY
KATHY BAILOR, INTERIM CITY CLERK
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER

PUBLIC COMMENTS:

None.

CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Existing litigation pursuant to Government Code section 54956.9(d)(1)
Number of cases: 1
Case Name: City of Sacramento v. City of Aliso Viejo, et al.
OCSC Case No.: 30-2025-01514579-CU-WM-CJC

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

MAYOR ACKLEY RECONVENED THE SPECIAL MEETING AT 6:00 P.M.

STUDY SESSION:

STUDY SESSION FOR FISCAL IMPACT ANALYSIS

City Manager Mitzi Ortiz introduced Community Development Director So Kim, who provided an overview. City staff and representatives from Kosmont Companies addressed questions regarding determination of impact fees and park-in-lieu fees, and the extent of City Council's discretion in establishing such fees. City Council directed staff to bring this matter for further review at the November 19, 2025 City Council meeting.

Recommended Action: Review and provide feedback on the fiscal impact analysis.

No further action was taken.

ADJOURNMENT: Mayor Ackley adjourned the meeting at 7:02 p.m. to the November 5, 2025, Regular Council Meeting.

Respectfully submitted:

Approved by:

KATHY BAILOR
INTERIM CITY CLERK

TIFFANY ACKLEY
MAYOR

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
NOVEMBER 5, 2025, 7:00 PM
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

CALL TO ORDER: Mayor Ackley called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:10 p.m.

ROLL CALL:

PRESENT: MAYOR TIFFANY ACKLEY
MAYOR PRO TEM MAX DUNCAN
COUNCILMEMBER GARRETT DWYER
COUNCILMEMBER MIKE MUNZING
COUNCILMEMBER TIM A. ZANDBERGEN

STAFF PRESENT: MITZI ORTIZ, CITY MANAGER
SCOTT SMITH, CITY ATTORNEY
KATHY BAILOR, INTERIM CITY CLERK
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
SO KIM, COMMUNITY DEVELOPMENT DIRECTOR
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. RYAN BUHR, CHIEF OF POLICE SERVICES

PLEDGE OF ALLEGIANCE: Former Councilmember Richard Hurt led the pledge of allegiance.

REPORT FROM CLOSED SESSION:

City Attorney Scott Smith stated no reportable action was taken.

1. SPECIAL PRESENTATIONS:

1.1 VETERANS DAY VIDEO PRESENTATION

Mayor Ackley expressed appreciation to veterans and presented a video tribute.

1.2 RECOGNITION OF FORMER COUNCILMEMBER RICHARD HURT

Mayor Ackley expressed appreciation to former Councilmember Richard Hurt and presented a video tribute.

2. **ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:**

None.

3. **COMMUNITY INPUT:**

None.

4. **CONSENT CALENDAR:**

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

Motion: Councilmember Munzing moved and Mayor Pro Tem Duncan 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 the October 15, 2025 Regular Meeting.

4.3 **ACCOUNTS PAYABLE**

Recommended Action: Ratify accounts payable checks and electronic funds transfers issued between September 26, 2025, and October 23, 2025, in the amount of \$1,857,720,22.

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

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

4.5 **SECOND AMENDMENT TO THE AGREEMENT WITH HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC. FOR HVAC MAINTENANCE SERVICES**

Recommended Action:

1. Approve a second amendment to the agreement with Harbor Pointe Air Conditioning & Control Systems, Inc. to perform HVAC maintenance services that extends the term one year and increases the total compensation under the agreement by \$34,000 for a total amount of \$134,000; and
2. Authorize the City Manager to execute the second amendment to the agreement.

4.6 AWARD CONTRACT TO CT CONSTRUCTION SERVICES, INC. FOR CITY HALL FLOORING AND PAINT PROJECT

Recommended Action:

1. Approve Contract Documents, Specifications, and Plans for City Hall Flooring and Paint Project;
2. Award a contract in the amount of \$153,679.58 to CT Construction Services, Inc. as the lowest responsible bidder for the City Hall Flooring and Paint Project;
3. Authorize the City Manager to execute a contract with CT Construction Services, Inc.;
4. Authorize City staff to make total compensation to CT Construction Services, Inc. up to \$153,679.58 plus \$15,357.96 (10% of the contract amount) to allow for contingencies, totaling \$169,047.38; and
5. Declare this project categorically exempt from the California Environmental Quality Act (CEQA) process Per Title 14 of the California Code of Regulations, Chapter 3, Article 19, Section 15301 (Class 1: Existing Facilities).

5. PUBLIC HEARINGS:

None.

6. DISCUSSION:

6.1 CITY COUNCIL GOAL AND PRIORITY STATUS UPDATE

City Manager Mitzi Ortiz provided an overview and answered questions regarding timelines of the strategic process and social outreach efforts. The Council conveyed their appreciation to the City Manager and staff for their diligent work and continued commitment.

Recommended Action: Receive and file the City Council Goal and Priority Status Update.

No further action was taken.

6.2 CITY COUNCIL APPOINTMENTS TO SERVE ON REGIONAL BOARDS, COMMISSIONS AND COMMITTEES

City Manager Mitzi Ortiz presented an overview and provided a review and update on the status of current appointments and existing vacancies.

Recommended Action:

1. Review and update Council appointment list to regional boards, commissions, and committees; and
2. If needed, adopt Resolution designating and appointing the City's representative to the Orange County Fire Authority Board of Directors. This appointment was not necessary at this time.

Motion: Mayor Ackley moved and Mayor Pro Tem Duncan seconded to approve the recommended actions with the appointments as designated below. Motion carried 50.

AGENCY/ORGANIZATION/COMMITTEE	DELEGATE	ALTERNATE
Library Advisory Board	Ackley	Duncan
San Joaquin Transportation Corridor Agency	Zandbergen	Duncan
OCFA	Munzing	N/A
OC Vector Control District	Dwyer	N/A
California JPIA	Duncan	Ackley
Coastal Greenbelt Authority	Duncan	Ackley
South OC Watershed Management	Ackley	PW Staff
LOCC-OC Division City Selection Committee	Mayor	Appointed as needed
AV Ranch Foundation	Munzing	Dwyer
City/CUSD Committee	Mayor	Mayor Pro Tem
City/AVCA Committee	Mayor	Mayor Pro Tem

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

City Manager Mitzi Ortiz announced registration for fall recreation classes; upcoming registration for winter classes; Artisans Market on November 9, 2025, from 11:00 a.m. to 3:00 p.m. at Aliso Viejo Ranch; and 8th Annual All is Bright Holiday Celebration and Tree Lighting Ceremony on December 4, 2025, from 5:00 to 8:00 p.m. at the Town Center Fountain.

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

Councilmember Munzing:

- Recognized Former Councilmember Hurt's attendance at the meeting
- Extended holiday greetings to the community
- Obtained consensus to agendize a discussion on campaign contribution limits
- Wished the community a pleasant and joyful week

Councilmember Dwyer:

- Attended OC Tax 15th Annual Roses and Radishes Dinner & Awards
- Expressed plans to visit businesses within District 3 over the next one to two months

Councilmember Zandbergen:

- Attended OC Tax 15th Annual Roses and Radishes Dinner & Awards
- Participated in Principal for a Day at Canyon Vista Elementary School

Mayor Pro Tem Duncan:

- Participated in Principal for a Day at Don Juan Avila Middle School
- Commented on Halloween and expressed pride in the community

Mayor Ackley:

- Participated in Principal for a Day at Oak Grove Elementary School
- Attended Boo Bash at Don Juan Avila Elementary School
- Commented on outreach events to support funding in local schools
- Invited community to Winter Cometland event at Wood Canyon Elementary School
- Commended Aliso Viejo for record turnout on Election Day

9. **ADJOURNMENT:** Mayor Ackley adjourned the meeting at 8:03 p.m. to the regularly scheduled City Council meeting of November 19, 2025.

Respectfully submitted:

Approved by:

KATHY BAILOR
INTERIM CITY CLERK

TIFFANY ACKLEY
MAYOR

City of Aliso Viejo

AGENDA ITEM



DATE: November 19, 2025
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 October 24, 2025, and November 6, 2025, in the amount of \$1,079,640.76.

Fiscal Impact:

Expenditures in the amount of \$1,079,640.76.

Background:

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

Discussion:

The attached registers containing checks and electronic funds transfers issued between October 24, 2025, and November 6, 2025, for \$1,079,640.76, 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



Accounts Payable

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
PV MAINTENANCE INC	SEP'25 PVM AV CENTER MAINTENANCE-CB CLEANING	459.00
BEST BEST & KRIEGER	AUG'25 BBK CELLULAR	1,110.40
INTERNATIONAL BUILDING INVESTMENTS INC	CD-2025-00046_23411 SUMMERFIELD_INT'L BLDG INVESTM	500.00
INTERNATIONAL BUILDING INVESTMENTS INC	CD-2025-00045_23411 SUMMERFIELD_INT'L BLDG INVESTM	500.00
ROOF PRO	CD-2025-00132_13-23 ROSEWOOD AVE_ROOF PRO	500.00
		3,069.40
CITY COUNCIL		
SIMONSON PHOTOGRAPHY, INC	10/24 - GD - COUNCIL PORTRAIT	382.51
	CITY COUNCIL TOTAL:	382.51
CITY MANAGER		
ICMA	MO - 2026 ICMA MEMBERSHIP DUES	1,200.00
US BANK PURCHASING CARD PROGRAM	MO 10/08 WEBBS - KB WELCOME LUNCH - MO KB LL KD	94.36
US BANK PURCHASING CARD PROGRAM	MO 9/25 EUREKA - CCLERK CANDIDATE LUNCH	34.50
US BANK PURCHASING CARD PROGRAM	MO 10/20 SDIA-CALCITIES FEB'25 CM CONF AIRPORT PKG	94.00
US BANK PURCHASING CARD PROGRAM	MO 10/20 LEAGUE OF CA-CALCITIES FEB'25 CM CONF REG	775.00
US BANK PURCHASING CARD PROGRAM	MO 10/8-10/10 HYATT - CALCITIES ANNUAL CONF HOTEL	689.92
	CITY MANAGER TOTAL:	2,887.78
HUMAN RESOURCES		
CHARLES C STILL	OCT'25-KB SECURE LIVE SCAN FEES	67.00
OC FAMILY MEDICINE	SEP'25 TB TESTS & EMPLOYEE EXAMS & FLU SHOTS	305.00
HEALTH AND HUMAN RESOURCE CENTER INC	NOV'25 EAP PROGRAM	102.90
HEALTH AND HUMAN RESOURCE CENTER INC	DEC'25 EAP PROGRAM	102.90
	HUMAN RESOURCES TOTAL:	577.80
CITY ATTORNEY		
BEST BEST & KRIEGER	SEP'25 BBK GENERAL RETAINER LEGAL SERVICES	25,792.00
BEST BEST & KRIEGER	SEP'25 NPDES NEW PERMIT (NON-RETAINER)	216.30
BEST BEST & KRIEGER	SEP'25 BBK GENERAL LITIGATION	615.40
	CITY ATTORNEY TOTAL:	26,623.70
FINANCE		
HDL COREN & CONE	OCT-DEC'25 PROPERTY TAX CONTRACT SERVICES	4,103.33
	FINANCE TOTAL:	4,103.33
INFORMATION TECHNOLOGY		
GARRETT DWYER	IPAD AIR M3 13 INCH REIMBURSEMENT - GD	1,158.53
AT&T	OCT'25 CH AT&T FIBER INTERNET SERVICE	1,715.89
US BANK PURCHASING CARD PROGRAM	IA 7/28 GOOGLE - EOC YOUTUBE SUBSCR	82.99
US BANK PURCHASING CARD PROGRAM	IA 8/09 GODADDY - CITYOFALISOVIEJO.COM	23.88
US BANK PURCHASING CARD PROGRAM	IA 8/16 WAITWHILE SUBSCRIPTION	196.00
US BANK PURCHASING CARD PROGRAM	IA 8/11 PHILZ COFFEE - DEPT MEETING	22.94
	INFORMATION TECHNOLOGY TOTAL:	3,200.23
NON-DEPARTMENTAL		
RICOH USA	NOV'25 C5300S COPY ROOM LEASE (2624) - PRINCIPAL	631.70
RICOH USA	NOV'25 C5300S COPY ROOM LEASE (2624) - INTEREST	62.50
VOYAGER FLEET SYSTEMS INC	OCT'25 VEHICLE FUEL	374.14
KYRSTI NICOLE ASHMALL	OCT'25-9.35 HRS-PIO GEN/MYR OUTREACH/SPCL PROJECTS	841.50
QUADIENT LEASING USA INC	8/29/25-11/28/25 POSTAGE MACHINE LEASE	590.39
	NON-DEPARTMENTAL TOTAL:	2,500.23
C. S. ADMINISTRATION		
US BANK PURCHASING CARD PROGRAM	EM RCS 10/02 HOBBY LOBBY - PET FAIR SUPPLIES	51.68
US BANK PURCHASING CARD PROGRAM	JB 10/02 HOBBY LOBBY - TL SANTA HATS	77.32
US BANK PURCHASING CARD PROGRAM	JB 10/04 OC WINE MART-PET FAIR 2025 STAFF BRKFST	66.75
US BANK PURCHASING CARD PROGRAM	JB 10/02 TARGET - FALL 2025 MOVIE NIGHT & PET FAIR	47.98
US BANK PURCHASING CARD PROGRAM	JB 10/10 DOMINO'S-MOVIE NIGHT 2025 PIZZA FOR STAFF	25.83
US BANK PURCHASING CARD PROGRAM	JB 10/02 TRADER JONES - PET FAIR 2025	8.99
US BANK PURCHASING CARD PROGRAM	JB 10/02 SMART & FINAL - PET FAIR 2025	5.91

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	JB 10/02 TRADER JOES - PET FAIR 2025	63.92
US BANK PURCHASING CARD PROGRAM	JNL 10/16 FACEBK - AVR BOOSTED POSTS	67.39
	C. S. ADMINISTRATION TOTAL:	415.77
IGLESIA PARK		
EL TORO WATER DISTRICT	9/10/25-10/09/25 MTR#4114 IGLESIA PARK WATER	1,430.36
EL TORO WATER DISTRICT	9/10/25-10/09/25 MTR#3499 IGLESIA PARK WATER	1,719.58
	IGLESIA PARK TOTAL:	3,149.94
IGLESIA BUILDING		
TEAM ONE MANAGEMENT	OCT'25 IGLESIA JANITORIAL SERVICES	1,064.00
EL TORO WATER DISTRICT	9/10/25-10/09/25 MTR#5016 IGLESIA PARK BLDG WATER	313.54
	IGLESIA BUILDING TOTAL:	1,377.54
IGLESIA PARK COMMUNITY CENTER		
US BANK PURCHASING CARD PROGRAM	EM RCS 9/29 THE BAGEL SHACK - BAGELS FOR MEETING	31.20
	IGLESIA PARK COMMUNITY CENTER TOTAL:	31.20
PLANNING		
TYLER TECHNOLOGIES-INCODE DIVISION	11/01/25-10/31/26 ENERGOV ANNUAL ASSIST BASIC	40,000.00
ATLAS PLANNING SOLUTIONS	JUL-SEP'25 SAFETY ELEMENT UPDATE	4,550.00
US BANK PURCHASING CARD PROGRAM	SK 9/30 MARRIOTT MONTEREY - APA CONF HOTEL - SK	1,230.15
US BANK PURCHASING CARD PROGRAM	SK 9/28 OLD FISHERMAN'S GROTTO - F&B APA CONF SK	52.13
US BANK PURCHASING CARD PROGRAM	SK 9/29 ZUM SUSHI - F&B APA CONF SK	36.13
US BANK PURCHASING CARD PROGRAM	SK 9/29 PARIS BAKERY - F&B APA CONF SK	25.84
US BANK PURCHASING CARD PROGRAM	SK 9/04 HOTEL ABREGA - APA CONF HOTEL - RR	1,001.88
US BANK PURCHASING CARD PROGRAM	SK 10/05 INT'L CODE COUNCIL - ANNUAL MEMBERSHIP	215.00
	PLANNING TOTAL:	47,111.13
CODE ENFORCEMENT		
US BANK PURCHASING CARD PROGRAM	SK 10/08 EXTRA SPACE STORAGE-CODE ENFORCEMENT	729.20
	CODE ENFORCEMENT TOTAL:	729.20
ENGINEERING (GENERAL)		
QUANG LE	10/08-10/11/25 ASCE CONVENTION HOTEL - QL	973.53
US BANK PURCHASING CARD PROGRAM	QL 10/08 ORCA - ASCE CONVENTION TRAIN	9.00
US BANK PURCHASING CARD PROGRAM	QL 10/11 UBER - ASCE CONVENTION	60.95
US BANK PURCHASING CARD PROGRAM	QL 10/11 UBER - ASCE CONVENTION	35.98
US BANK PURCHASING CARD PROGRAM	QL 10/8 UBER - ASCE CONVENTION	6.79
US BANK PURCHASING CARD PROGRAM	QL 10/8 UBER - ASCE CONVENTION	33.94
US BANK PURCHASING CARD PROGRAM	QL 10/11 UBER - ASCE CONVENTION	12.19
US BANK PURCHASING CARD PROGRAM	QL 10/08 LOWELLS - ASCE CONVENTION LUNCH	25.01
	ENGINEERING (GENERAL) TOTAL:	1,157.39
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	NOV'25 LAW ENFORCEMENT/BODY CAMERAS/IN CAR VIDEO	944,992.18
	LAW ENFORCEMENT-CONTRACT TOTAL:	944,992.18
LAW ENFORCEMENT-OTHER		
ALL CITY MANAGEMENT SERVICES	10/12-10/25/25 456.63 HRS-CROSSING GUARD SERVICES	15,758.30
	LAW ENFORCEMENT-OTHER TOTAL:	15,758.30
	GENERAL FUND TOTAL:	1,058,067.63
102 - GEN. FD-CITY HALL		
NON-DEPARTMENTAL		
TEAM ONE MANAGEMENT	OCT'25 CH JANITORIAL SERVICES	3,400.00
PACIFIC PARK II ASSOCIATION	NOV'25 CH ASO ASSOCIATION DUES	611.00
	NON-DEPARTMENTAL TOTAL:	4,011.00
	GEN. FD-CITY HALL TOTAL:	4,011.00
103 - GF-AV RECREATION SERVICES		
RECREATION SERVICES		
BLUETRITON BRANDS INC	OCT'25 AVR BOTTLED WATER SERVICE	166.84
JOY E. TORRES	FALL2025-ATN131/181 YOGA-4 PARTICIPANTS	276.00
ROXANNE BELL	FALL2025-ATN175/ATN173 DANCE-6 PARTICIPANTS	581.00
JENNIFER BALES	FALL2025-ATN108 THEATER - 0 PARTICIPANTS	9.00
TUMBLE-N-KIDS, INC	FALL2025-ATN027/029/031/033 GYMNASTICS-19 PARTICIP	1,240.80
AT&T	OCT'25 AVR AT&T INTERNET SERVICE	1,018.84
US BANK PURCHASING CARD PROGRAM	JB 10/02 TARGET - SEASONAL DECOR	15.78

Vendor Name	Description (Item)	Amount
US BANK PURCHASING CARD PROGRAM	JB 10/02 DOLLAR TREE - SEASONAL DECOR	9.80
US BANK PURCHASING CARD PROGRAM	KB 10/10 THE HOMEDEPOT-ELECTRIC OUTLET REPAIR AVR	57.90
	RECREATION SERVICES TOTAL:	3,375.96
	GF-AV RECREATION SERVICES TOTAL:	3,375.96

203 - GAS TAX

STREET MAINTENANCE		
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	OCT'25 USA DATABASE MAINT + 35 TICKETS	80.00
EL TORO WATER DISTRICT	9/10/25-10/09/25 MTR#5675CALLE CORTEZ MEDIAN WATER	154.11
	STREET MAINTENANCE TOTAL:	234.11
	GAS TAX TOTAL:	234.11

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER		
COUNTY OF ORANGE	SEP'25 AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM	1,500.00
COUNTY OF ORANGE	NOV'25 CITATION/MDC EQUIPMENT	6,918.26
	LAW ENFORCEMENT-OTHER TOTAL:	8,418.26
	PUBLIC SAFETY GRANTS TOTAL:	8,418.26

231 - OTHER GRANTS

OTHER GRANTS		
COUNTY OF ORANGE	NOV'25 BEHAVIORAL HEALTH BUREAU - PLHA GRANT	2,692.92
	OTHER GRANTS TOTAL:	2,692.92
	OTHER GRANTS TOTAL:	2,692.92

261 - CITY FAC.-AQUATIC CENTER

GEN-AQUATIC CENTER		
HASA INC	OCT'25 AQC POOL CHEMICALS - BI-CARB	220.90
RAPID FIRE SAFETY & SECURITY, LLC	JUL-SEP'25 AQC FIRE ALARM MONITORING	163.16
TEAM ONE MANAGEMENT	OCT'25 AQC JANITORIAL SERVICES	2,352.00
US BANK PURCHASING CARD PROGRAM	KB 10/10 AMAZON-ELECTRICAL CONDUIT TRACER AQC	67.14
US BANK PURCHASING CARD PROGRAM	KB 9/29 THE HOMEDEPOT-CHEM DOOR HANDLER REPAIR AQC	37.68
	GEN-AQUATIC CENTER TOTAL:	2,840.88
	CITY FAC.-AQUATIC CENTER TOTAL:	2,840.88

GRAND TOTAL: 1,079,640.76

Fund Summary

Fund	Expense Amount	Payment Amount
101 - GENERAL FUND	1,058,067.63	1,058,067.63
102 - GEN. FD-CITY HALL	4,011.00	4,011.00
103 - GF-AV RECREATION SERVICES	3,375.96	3,375.96
203 - GAS TAX	234.11	234.11
215 - PUBLIC SAFETY GRANTS	8,418.26	8,418.26
231 - OTHER GRANTS	2,692.92	2,692.92
261 - CITY FAC.-AQUATIC CENTER	2,840.88	2,840.88
Grand Total:	1,079,640.76	1,079,640.76

Report Summary**Fund Summary**

Fund	Payment Amount
101 - GENERAL FUND	1,058,067.63
102 - GEN. FD-CITY HALL	4,011.00
103 - GF-AV RECREATION SERVICES	3,375.96
203 - GAS TAX	234.11
215 - PUBLIC SAFETY GRANTS	8,418.26
231 - OTHER GRANTS	2,692.92
261 - CITY FAC.-AQUATIC CENTER	2,840.88
Grand Total:	1,079,640.76

Account Summary

Account Number	Account Name	Payment Amount
101-1401-000	DUE FROM OTHER FUN...	459.00
101-2602-000	PLANNING DEPOSIT	1,110.40
101-2606-000	C & D DEPOSIT	1,500.00
101-4-1101-4601-000	SUPPLIES	382.51
101-4-1501-4520-000	MTGS/CONF./TRNG & D...	1,687.78
101-4-1501-4521-000	MEMBERSHIP & DUES	1,200.00
101-4-1503-4309-000	OTHER CONTRACTUAL S...	577.80
101-4-2101-4304-000	LEGAL SERVICES	25,792.00
101-4-2101-4701-000	NPDES	216.30
101-4-2101-4735-000	LITIGATION	615.40
101-4-2501-4301-000	PROFESSIONAL SERVICES	4,103.33
101-4-3101-4305-000	TECHNOLOGY SERVICES	1,798.88
101-4-3101-4481-000	COMPUTER EXPENSE	1,378.41
101-4-3101-4520-000	MTGS/CONF./TRNG & D...	22.94
101-4-3501-4301-000	PROFESSIONAL SERVICES	841.50
101-4-3501-4421-000	EQUIPMENT RENTAL	590.39
101-4-3501-4422-000	EQUIP RENTAL LEASE - P...	631.70
101-4-3501-4516-000	FUEL	374.14
101-4-3501-4542-000	INTEREST EXPENSE - LEA...	62.50
101-4-4101-4501-000	ADVERTISING & PROMO...	67.39
101-4-4101-4527-000	REC-CITY SPECIAL EVENTS	348.38
101-4-4102-4411-000	UTILITIES	3,149.94
101-4-4103-4411-000	UTILITIES	313.54
101-4-4103-4431-000	BUILDING & GROUND M...	1,064.00
101-4-4104-4520-000	MTGS/CONF./TRNG & D...	31.20
101-4-4401-4305-000	PLANNING TECHNOLOGY...	40,000.00
101-4-4401-4520-000	MTGS/CONF./TRNG & D...	2,346.13
101-4-4401-4521-000	MEMBERSHIP & DUES	215.00
101-4-4401-4731-000	GENERAL PLAN	4,550.00
101-4-4403-4761-000	C.S-CODE ENFORCEMENT	729.20
101-4-4501-4520-000	MTGS/CONF/TRNG & D...	1,157.39
101-4-5101-4308-000	LAW ENFORCEMENT	944,992.18
101-4-5102-4721-000	C.S-CROSSING GUARDS	15,758.30
102-4-3501-4431-000	BUILDING & GROUND M...	4,011.00
103-4-4105-4305-000	TECHNOLOGY SERVICES	1,018.84
103-4-4105-4309-000	OTHER CONTRACTUAL S...	2,106.80
103-4-4105-4431-000	BUILDING & GROUND M...	57.90
103-4-4105-4601-000	SUPPLIES	192.42
203-4-4503-4411-000	UTILITIES	154.11
203-4-4503-4771-000	C.S-STREET MAINTENAN...	80.00
215-4-5102-4803-000	PUBLIC SAFETY EQUIPM...	8,418.26
231-4-6131-4309-000	OTHER CONTRACTUAL S...	2,692.92
261-4-6161-7421-000	BUILDING & GROUND M...	2,619.98
261-4-6161-7425-000	POOL MAINTENANCE	220.90
Grand Total:		1,079,640.76

Project Account Summary

Project Account Key	Payment Amount
None	1,073,653.32
1002FALL	2,106.80
10044309	2,692.92
9934527	77.32
USE-2024-00003	1,110.40
Grand Total:	1,079,640.76

City of Aliso Viejo

AGENDA ITEM



DATE: November 19, 2025

TO: Mayor and City Council

FROM: Shaun Pelletier, Public Works Director

SUBJECT: APPROVE AGREEMENT WITH UNITED BUILDING AND DEVELOPMENT SERVICES, LLC FOR THE ALISO VIEJO RANCH WOOD SEALING PROJECT

Recommended Actions:

1. Approve an agreement in the amount of \$64,000 to United Building and Development Services, LLC as the lowest responsible bidder for the Aliso Viejo Ranch wood sealing project;
2. Authorize the City Manager to execute an agreement with United Building Development Services, LLC; and
3. Authorize City staff to make total compensation to United Building Development Services, LLC up to \$64,000 plus \$6,400 (10% of the agreement amount) to allow for contingencies, totaling \$70,400.

Fiscal Impact:

Total fiscal impact this year will be approximately \$70,400 including construction (\$64,000) and contingency (\$6,400). The FY 2025-26 Capital Improvement Project budget includes \$75,000 for the work.

Background:

Wood needs sealing to protect it from the elements and to maximize the longevity of the wood's integrity. Wood Seal application is recommended every 2-5 years, and it was last completed in fall of 2022. The City's engineer estimate for the work was \$75,000.

Discussion:

The City requested informal bids and three contractors submitted. The total amounts for each of the bids received are as follows:

Contractor	Base bid
1. United Building & Dev. Services	\$64,000
2. Astro Painting	\$65,900
3. Craftworks	\$70,000

City staff has reviewed the bid from United Building and Development Services and the bid appears to be responsive and complete. United Building Development Services has satisfactorily completed previous projects for the City including the last wood sealing project at the Ranch.

This project is exempt from the CEQA process since it is maintaining existing facilities.

Staff requests approval of the agreement and authorization for payments to United Building and Development Services up to \$70,400 (10% above the agreement amount) to cover contingencies such as overages on quantities and additional work requested by the City.

Attachment:

1. Agreement with United Building and Development Services

**CITY OF ALISO VIEJO
PROFESSIONAL SERVICES AGREEMENT
FOR THE ALISO VIEJO RANCH WOOD TREATMENT
AND SEALING PROJECT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20__, by and between the City of Aliso Viejo, a municipal corporation organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, California 92656 (“City”) and **United Building and Development Services, a Limited Liability Company**, with its principal place of business at **27762 Antonio Parkway L1-643, Ladera Ranch, CA 92694** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the **Aliso Viejo Ranch Wood Treatment and Sealing Project** (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **Dec 1st, 2025** to **Dec 1st, 2026**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services.

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

3.2.2.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the Services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the Services and Agreement.

3.2.2.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

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

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an

aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

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

- (d) 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.

- (e) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability

Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

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

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

(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 (d) 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 (e) Workers' Compensation shall be endorsed to provide the following:

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

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day

written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be

responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions 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.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SIXTY FOUR THOUSAND DOLLARS (\$64,000.00)** ("Total Compensation") without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work up to 10% of the contract amount (**\$6,400.00**). As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages; DIR Registration.

3.3.5.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 If the Services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

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

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

Consultant:

René Cortez

United Building and Development Services LLC

27762 Antonio Parkway L1-643

Ladera Ranch CA 92694

City:

City of Aliso Viejo

12 Journey, Suite 100

Aliso Viejo, CA 92656

Attn: **Kyle Bolender, Department of Public Works**

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be

prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

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

3.5.7 Indemnification.

3.5.7.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury 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, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

3.5.7.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

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

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

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

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

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

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

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

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

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

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

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ALISO VIEJO AND UNITED BUILDING AND
DEVELOPMENT SERVICES**

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 10 day of Oct, 2025.

CITY OF ALISO VIEJO

Approved:

By: _____
Mitzi Ortiz
City Manager

ATTEST:

By: _____
Kathy Bailor
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

**APPROVED AS TO COMPLIANCE
WITH BUDGET**

By: _____
Ann Elfert
Director of Financial Services

United Building & Development Services

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

By: Rene Cortez

Its: Owner

Printed Name: Rene Cortez

By: _____

Its: _____

Printed Name: _____

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:

None

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

Ladera Ranch Orange CA 10-31-25
City/County/State Date

United Builders and Developers Rene Cortez
Name of Business Print Name

[Signature]
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.

<u>United Bldg & Deve Ser</u>	<u>Rene Cortez</u>
Name of Business	Print Name
<u>R-104</u>	
Signature	
<u>10-31-08</u>	
Date	

EXHIBIT “A”

SCOPE OF SERVICES

Provide the following service for the following City Facilities:

Aliso Viejo Ranch

The City is seeking a contractor to provide wood sealing services on an as-needed basis upon request by the City. The contractor shall furnish all necessary labor, equipment, and materials to complete the work. The specific services to be performed are described below:

1. Perform work to address wood sealing issues identified by the City.
2. Wood sealer product “Penofin” has been chosen and must be used for all wood surfaces.
3. All sealed wood shall be properly prepped, washed, and cleaned per manufacturer specifications.
4. All fencing, light post, tables, and other wood surfaces outside of the building must be sealed
5. Additional efforts must be made on the fence post base below grade to help prevent excessive moisture from damaging the posts.
6. Contingency to allow for removal and replacement of any rotten and cracked wooden post or planks.
7. Additional services may be performed on an as-needed basis as directed by the City.
8. Service shall be performed during normal business hours which are Monday-Thursday 7:30 AM – 5:30 PM, and every other Friday 7:30 AM to 4:30 PM. During emergencies, work may be required outside of normal business hours.

If at any time there is determined to be additional wood sealing repair work outside of the above scope of services, the City shall be notified and a quotation issued before beginning work.

EXHIBIT “B”
SCHEDULE OF SERVICES

All services described in Exhibit A are to be conducted on an as-needed basis.

EXHIBIT “C”
COMPENSATION

Total Project Cost: \$64,000.00

Contingency: \$6,000.00

See attached on next page the vendor provided estimate.

United Building & Development Services
 LLC
 27762 Antonio Pkwy L1-643
 Ladera Ranch, CA. 92694

Estimate

Date	Estimate #
10/31/2025	953

Name / Address
City of Aliso Viejo 12 Journey Aliso Viejo, CA. 92656

			Project
Description	Qty	Rate	Total
Aliso Viejo Ranch Scope of Work Seal all exterior wood, pressure wash wood to remove dirt and open wood pores, apply with hand sprayer Penofin sealer to wood: railing, fences, gates, benches under trees, fence around garden area, trellises One coat as per manufactures specs. Replace damaged wood up to budgeted amount Prevailing wages apply Seal wood as per scope of work Excluded Wood repair will be done at additional cost		64,000.00	64,000.00
		Total	\$64,000.00

City of Aliso Viejo

AGENDA ITEM



DATE: November 19, 2025

TO: Mayor and City Council

FROM: Rose Rivera, Senior Planner
So Kim, Community Development Director

SUBJECT: REQUEST TO APPROVE AN ADMINISTRATIVE USE PERMIT TO ALLOW AN OUTDOOR DINING AREA AND AN EXPANSION OF AN ABC LICENSE INTO THE PARKING LOT AND A CONDITIONAL USE PERMIT TO REDUCE THE PARKING REQUIREMENT BY 17% AT 7 JOURNEY (USE-2025-00018 AND USE-2025-00019)

Recommended Action:

Adopt a Resolution (Attachment 1) approving Administrative Use Permit USE-2025-00018 to allow for an outdoor dining area and an expansion of an ABC license into the parking lot and Conditional Use Permit USE-2025-00019 to reduce the parking requirement by 17% at 7 Journey.

Fiscal Impact:

None.

Background:

On January 20, 2021, the City Council approved Planning Application PA18-020 for a conditional use permit to establish a distillery, microbrewery, and restaurant for Webb's Grainworks. Subsequently, on January 19, 2022, the City Council approved Planning Application PA21-014 for modifications to the exterior façade and parking lot.

On August 20, 2025, the City Council held a public meeting to conduct a concept review of Webb's Grainworks' ("Applicant") proposal to construct an outdoor dining area in the parking lot. On October 1, 2025, the Applicant submitted a formal application for the project.

Discussion:

Existing Site: The existing site shown highlighted in the image to the right, measures approximately 2.5 acres (109,527 square feet) in size. The site is developed with a 20,371 square foot building comprised of Webb's Grainworks and a warehouse for personal storage use. The site is located within a larger business park, consisting of outpatient medical, light industrial, fitness facilities and general office uses. The General Plan land use and zoning designations for the site are Business Park and Business Park 1.



Proposed Project: The proposed outdoor dining area would be located in the parking lot directly in front of Webb's, resulting in the removal of five parking spaces. Of the 11,183 square foot tenant suite for Webb's, only 3,739 square feet is currently used for restaurant operations. The remaining space is occupied by brewery functions, including production, storage, retail, and office areas. The Applicant proposes adding a 525 square foot outdoor dining area to allow for additional restaurant capacity to support increased revenue. Using materials compatible with the existing restaurant, the proposed outdoor dining area would feature wood and stainless steel materials, enhanced by potted plants, modular shades, and new lighting (Attachment 2).



Parking: To accommodate the proposed outdoor dining area, five parking spaces would be removed. The table below shows the parking requirements for all uses within the building. With the new outdoor dining area, 76 spaces would be required, but only 63 would be provided. This results in a parking deficit of 13 spaces, or 17%.

TABLE 1
Webb's Grainworks 7 Journey
City of Aliso Viejo Municipal Parking Code (AVMC 15.38.040)

Building	Land Use	Square Feet	Parking Code	Parking Required
Brewery Operations	Microbrewery (Restaurant, Bar, Restrooms, & Kitchen)	3,739	1 Space per 80 sq/ft GFA	47
	Proposed Outdoor Patio	525		7
	General Light Industrial (Production)	810	1 Space per 400 sq/ft GFA	2
	Retail (Sales)	395	1 Space per 200 sq/ft GFA	2
	Storage	4,539	1 Space per 1,000 sq ft or 1 space per employee, whichever is greater	5
	General Office Use	1,175	1 Space per 250 sf/GFA	5
	Subtotal Brewery	11,183	Brewery Parking Requirement	68
Personal Storage	Storage (personal, indoor, storage)	7,579	1 Space per 1,000 sq ft or 1 space per employee, whichever is greater	8
Total Building Square Feet		18,762	Total Code Required Parking ¹	76
Number of Parking Spaces Provided On-Site²				63
Number of Parking Spaces Deficient Per Code				-13
Percent Deficient Per Code				-17%

¹ Fractional parking spaces are rounded up to the next additional parking space for one-half or more of a fractional space. Any fractional space less than one-half of a parking space is not counted.

² The proposed 525-square-foot patio will displace five (5) parking spaces. With 68 existing parking spaces, the parking inventory under project conditions will be 63 spaces.

Administrative Use Permit: Pursuant to Section 15.22.190 of the Aliso Viejo Municipal Code (AVMC), an application for outdoor dining requires approval of an administrative use permit (AUP). The following AUP findings (in **bold** text) shall be made by the decision-making authority prior to the approval of an AUP.

1. Consistency with General Plan. The land use is consistent with the general plan and any applicable specific plan.

The restaurant and proposed accessory outdoor dining area are consistent with the General Plan Land Use Designation of Business Park (BP), which allows for a range of light industrial uses with supporting retail, offices and/or services. The General Plan encourages diversity of land uses that achieve and maintain a desirable balance of land uses that ensure the City's fiscal viability and promote a desirable community in which people work, shop, live, visit, and recreate. The distillery and microbrewery provide a unique amenity to the City's resident- and employment-base that is not currently found in Aliso Viejo or nearby cities. Additionally, the sales of alcoholic beverages, food, and promotional merchandise provide additional sales tax revenue

to the City. The proposed accessory outdoor dining area would provide additional seating to patrons. In addition, the land use remains as a restaurant and is consistent with General Plan Goal LU-1, "Provide a diverse mix of land uses to meet the future needs of all residents and the business community" and the following policies: Policy LU-1.1 - "Work to achieve a balance or surplus between the generation of public revenues and the cost of providing public facilities and services," and Policy LU-3.1 - "Promote development of revenue-generating land uses." Therefore, this finding can be made.

2. Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan.

The zoning designation for 7 Journey is Business Park 1 (BP-1). Per 15.22.190, outdoor dining may be permitted as an accessory use to the existing restaurant and shall not exceed 1,000 square feet in size. The proposed outdoor dining area is approximately 525 square feet in size and located in front of the existing restaurant. Parking requirements for the outdoor dining area are the same as the primary restaurant use, requiring 1 space per 80 square feet of gross floor area, which results in seven additional required spaces. The Code allows for a parking reduction or deficiency greater than 15% with approval of a conditional use permit pursuant to AVMC 15.74.070. As the conditional use permit findings can be made as evidenced under the Conditional Use Permit heading below, the proposed project conforms with all the development standards of the zoning code and this finding can be made.

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

The proposed project is categorically exempt from further environmental review under the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15303, Class 3: New Construction or Conversion of Small Structures. CEQA Guidelines Section 15303 applies to projects that consist of construction and location of limited numbers of new, small facilities, or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. In this case, the Applicant is proposing an outdoor dining area as an accessory to the existing restaurant use. Therefore, this finding can be made.

4. Surrounding Uses. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity.

The proposed outdoor dining expands the existing restaurant use by providing outdoor dining options to patrons and will be limited to the area immediately in front of the restaurant. The outdoor dining area will be restricted to the same operation hours as the existing restaurant. Music is not permitted to be played in the outdoor dining area.

Additionally, the restaurant is separated by a 100-foot-wide arterial highway (Aliso Viejo Parkway) in addition to a large upward slope from the closest residential uses. Therefore, this finding can be made.

Additional Findings. In addition to the above findings required for approval of an Administrative Use Permit, the decision-making authority shall make the following findings for approval of the outdoor dining area, per AVMC Sections 15.22.190.

1. The proposed outdoor dining is accessory to the eating and drinking establishment.

The proposed request is to provide outdoor dining options for an existing restaurant. The primary restaurant use will remain indoors with outdoor dining as an accessory use. Therefore, this finding can be made.

2. The accessory outdoor dining area will not result in the reduction of existing parking spaces below that required for the restaurant use.

The proposed outdoor dining requires seven additional parking spaces. Based on the parking analysis conducted for the outdoor dining area, adequate parking will continue to be provided with the proposed reduction, as evidenced in the Conditional Use Permit heading below. Therefore, this finding can be made.

Furthermore, AVMC Section 15.22.200(D) requires that any increase in floor area of 500 square feet or more from what was originally approved by the City must comply with applicable provisions. In addition, Section 15.22.200(E) directs the decision-making authority to consider the following factors before issuing an Administrative Use Permit (AUP):

- a. The crime rate in the reporting district and adjacent districts compared to other areas in the City;
- b. The number of alcohol-related calls for service, crimes, or arrests in the reporting district and adjacent districts;
- c. The proximity of the alcoholic beverage outlet to residential districts, day care centers, parks and recreation facilities, places of religious assembly, and schools; and
- d. Whether the permit would result in an overconcentration of alcoholic beverage outlets.

Aliso Viejo Police Services reviewed and analyzed alcohol-related crime rates and reportable incident data for the site from January 1 through November 5, 2025, and determined that both general and alcohol-related crime levels remain within acceptable limits. Based on this assessment, they have no objections to the proposed expansion area for the existing Type 06, 23, and 74 ABC licenses.

Conditional Use Permit: A reduction in the required number of parking spaces greater than 15% may be allowed with approval of a conditional use permit pursuant to AVMC

15.74.070 (Conditional Use Permits), provided that certain findings can be made. These findings are identical to the Administrative Use Permit findings above, and therefore, can be made.

Pursuant to AVMC 15.38.120 (Modified Parking Standards), the following findings shall also be made prior to approval of a conditional use permit.

1. Given the specific conditions of the site and the adjacent area, the alternate parking standards will provide sufficient parking for the use(s) served; and

On November 11, 2025, RK Engineering Group submitted a Parking Study Memorandum (Attachment 4) that measured parking demand during the restaurant's peak hours (5:30 p.m. to 8:00 p.m.) on-site, on-street, and in the adjacent Ice Palace parking lot. The parking count indicated that the on-site parking demand was less than the 63 spaces that would be available after the five spaces are removed. As a result, the proposed parking deficiency of 13 parking spaces or 17% for the proposed use will continue to provide sufficient parking for the uses served as demonstrated in Table 2 below. Therefore, this finding can be made.

2. The alternate parking standards comply with the purpose and intent of Chapter 15.38 Parking Regulations.

The purpose and intent of AVMC Chapter 15.38 Parking Regulations is to provide for the demand of off-street parking generated by the various uses, ensure safe access to businesses, and provide for properly designed parking facilities with adequate parking to reduce traffic congestion, promote business, and enhance public safety. Conditions of approval will ensure that the proposed modifications to the existing parking layout maintain compliance with these objectives. Based on the parking study memorandum, the site will continue to provide adequate parking. Therefore, this finding can be made.

3. If off-site parking is proposed, sufficient access and property rights in the off-site parking are provided to ensure that sufficient parking is provided for the use served for the life or term of the use.

No off-site parking is proposed and the parking analysis demonstrates that there is sufficient on-site parking to meet the parking demand. All parking needs for the use will be accommodated on-site and therefore this finding can be made.

4. If off-site parking is proposed, the distance between the use served and the off-site parking is no greater than reasonably feasible to ensure that sufficient parking is provided for the use served. In making this finding, greater weight shall be given to off-site parking that is closer to the use served.

No off-site parking is proposed for this project. All required parking will be provided on-site, as confirmed by the parking analysis. Therefore, this finding is not applicable.

TABLE 2
Webb's Grainworks
Observed Parking Counts¹
Friday, April 4, 2025

Time	Webb's Grainworks 7 Journey ²	Percent of Parking Spaces Available	Sufficient Parking Provided?
# of Parking Spaces	63		
5:30 PM	54	86%	YES
6:00 PM	57	90%	YES
6:30 PM	58	92%	YES
7:00 PM	56	89%	YES
7:30 PM	49	78%	YES
8:00 PM	54	86%	YES

¹ Observed Parking Counts completed by RK staff during typical operations and weather conditions.

² The proposed 525-square-foot patio will displace five (5) parking spaces. With 68 existing parking spaces, the parking inventory under project conditions will be 63 spaces.

Public Notice:

On November 6, 2025, a public notice was published in the Laguna Niguel News and mailed to all property owners within 300 feet of the subject site.

Attachments:

1. Resolution
2. Plans
3. Parking Study Memorandum dated November 11, 2025
4. Presentation

RESOLUTION NO. 2025- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING ADMINISTRATIVE USE PERMIT USE-2025-00018 TO ALLOW FOR AN OUTDOOR DINING AREA AND AN EXPANSION OF AN ABC LICENSE INTO THE PARKING LOT AND CONDITIONAL USE PERMIT USE-2025-00019 TO REDUCE THE PARKING REQUIREMENT BY 17% AT 7 JOURNEY AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM CEQA.

WHEREAS, on January 20, 2021, the City Council approved Planning Application PA18-020 for a conditional use permit to establish a distillery, microbrewery, and restaurant for Webb's Grainworks. Subsequently, on January 19, 2022, the City Council approved Planning Application PA21-014 for modifications to the exterior façade and parking lot; and

WHEREAS, on August 20, 2025, the City Council held a public meeting to conduct a concept review of Webb's Grainworks' ("Applicant") proposal to construct an outdoor dining area in the parking lot; and

WHEREAS, on October 1, 2025, the Applicant submitted a formal application for the project; and

WHEREAS, on November 6, 2025, 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

WHEREAS, on November 19, 2025, 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: Approval of Project and Findings for an Administrative Use Permit. In accordance with AVMC 15.22.190 (Outdoor Dining), 15.22.200 (Sale of Alcoholic Beverages), and 15.74.040 (Conditional and Administrative Use Permits), the City Council hereby makes the following findings of fact and approves an Administrative Use Permit (USE-2025-00018) to establish an outdoor dining area, 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. Consistency with General Plan. The restaurant and proposed accessory outdoor dining area are consistent with the General Plan Land Use Designation of Business Park (BP), which allows for a range of light industrial uses with supporting retail, offices and/or services. The General Plan encourages diversity of land uses that achieve and maintain a desirable balance of land uses that ensure the City's fiscal viability and promote a desirable community in which people work, shop, live, visit, and recreate. The distillery and microbrewery provide a unique amenity to the City's resident- and employment-base that is not currently found in Aliso Viejo or nearby cities. Additionally, the sales of alcoholic beverages, food, and promotional merchandise provide additional sales tax revenue to the City. The proposed accessory outdoor dining area would provide additional seating to patrons. In addition, the land use remains as a restaurant and is consistent with General Plan Goal LU-1, "Provide a diverse mix of land uses to meet the future needs of all residents and the business community" and the following policies: Policy LU-1.1 - "Work to achieve a balance or surplus between the generation of public revenues and the cost of providing public facilities and services," and Policy LU-3.1 - "Promote development of revenue-generating land uses."
2. Consistency with Zoning Code. The zoning designation for 7 Journey is Business Park 1 (BP-1). Per 15.22.190, outdoor dining may be permitted as an accessory use to the existing restaurant and shall not exceed 1,000 square feet in size. The proposed outdoor dining area is approximately 525 square feet in size and located in front of the existing restaurant. Parking requirements for the outdoor dining area are the same as the primary restaurant use, requiring 1 space per 80 square feet of gross floor area, which results in seven additional required spaces. The Code allows for a parking reduction or deficiency greater than 15% with
3. approval of a conditional use permit pursuant to AVMC 15.74.070. As the conditional use permit findings can be made as evidenced under the Conditional Use Permit heading below, the proposed project conforms with all the development standards of the zoning code.
4. Compliance with CEQA. The proposed project is categorically exempt from further environmental review under the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15303, Class 3: New Construction or Conversion of Small Structures. CEQA Guidelines Section 15303 applies to projects that consist of construction and location of limited numbers of new, small facilities, or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the

structure. In this case, the Applicant is proposing an outdoor dining area as an accessory to the existing restaurant use.

5. Surrounding Uses. The proposed outdoor dining expands the existing restaurant use by providing outdoor dining options to patrons and will be limited to the area immediately in front of the restaurant. The outdoor dining area will be restricted to the same operation hours as the existing restaurant. Music is not permitted to be played in the outdoor dining area. Additionally, the restaurant is separated by a 100-foot-wide arterial highway (Aliso Viejo Parkway) in addition to a large upward slope from the closest residential uses.
6. The proposed outdoor dining is accessory to the eating and drinking establishment. The proposed request is to provide outdoor dining options for an existing restaurant. The primary restaurant use will remain indoors with outdoor dining as an accessory use.
7. The accessory outdoor dining area will not result in the reduction of existing parking spaces below that required for the restaurant use. The proposed outdoor dining requires seven additional parking spaces. Based on the parking analysis conducted for the outdoor dining area, adequate parking will continue to be provided with the proposed reduction, as evidenced in Section 4 below.
8. The outdoor dining area is consistent with the purpose and intent of Section 15.22.200(E) and makes the following findings of fact.
 - a. The crime rate in the reporting district and adjacent districts compared to other areas in the City;
 - b. The number of alcohol-related calls for service, crimes, or arrests in the reporting district and adjacent districts;
 - c. The proximity of the alcoholic beverage outlet to residential districts, day care centers, parks and recreation facilities, places of religious assembly, and schools; and
 - d. Whether the permit would result in an overconcentration of alcoholic beverage outlets.

Specifically, Aliso Viejo Police Services reviewed and analyzed alcohol-related crime rates and reportable incident data for the site from January 1 through November 5, 2025, and determined that both general and alcohol-related crime levels remain within acceptable limits. Based on this assessment, they have no objections to the proposed expansion area for the existing Type 06, 23, and 74 ABC licenses.

Section 3: Approval of Project and Additional Findings for a Conditional Use Permit. In accordance with AVMC 15.74.070, the City Council makes the following findings of fact and approves Conditional Use Permit USE-2025-00019 for a reduction in parking by 13 spaces or 17%, 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. The land use is consistent with the general plan and any applicable specific plan as evidenced in Section 2.1 above.
2. The land use and associated development conform to the permitted use provisions and development standards of this zoning code and are consistent with this code and any applicable specific plan as evidenced in Section 2.2 above.
3. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act as evidenced in Section 2.3 above.
4. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity as evidenced in Section 2.4 above.
5. Given the specific conditions of the site and the adjacent area, the alternate parking standards will provide sufficient parking for the use served. On November 11, 2025, RK Engineering Group submitted a Parking Study Memorandum that measured parking demand during the restaurant's peak hours (5:30 p.m. to 8:00 p.m.) on-site, on-street, and in the adjacent Ice Palace parking lot. The parking count indicated that the on-site parking demand was less than the 63 spaces that would be available after the five spaces are removed. As a result, the proposed parking deficiency of 13 parking spaces or 17% for the proposed use will continue to provide sufficient parking for the uses served.
6. The alternate parking standards comply with the purpose and intent of Chapter 15.38 Parking Regulations. The purpose and intent of AVMC Chapter 15.38 Parking Regulations is to provide for the demand of off-street parking generated by the various uses, ensure safe access to businesses, and provide for properly designed parking facilities with adequate parking to reduce traffic congestion, promote business, and enhance public safety. Conditions of approval will ensure that the proposed modifications to the existing parking layout maintain compliance with these objectives. Based on the parking study memorandum, the site will continue to provide adequate parking.
7. If off-site parking is proposed, sufficient access and property rights in the off-site parking are provided to ensure that sufficient parking is provided for the use served for the life or term of the use. No off-site parking is proposed and the parking analysis demonstrates that there is sufficient on-site parking to meet the parking demand. All parking needs for the use will be accommodated on-site.
8. If off-site parking is proposed, the distance between the use served and the off-site parking is no greater than reasonably feasible to ensure that sufficient parking

is provided for the use served. In making this finding, greater weight shall be given to off-site parking that is closer to the use served. No off-site parking is proposed for this project. All required parking will be provided on-site, as confirmed by the parking analysis.

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.

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 19th day of November 2025.

Tiffany Ackley
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, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Resolution No. 2025-____ was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 19th day of November, 2025, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

KATHY BAILOR
INTERIM CITY CLERK

(SEAL)

EXHIBIT “A”
Conditions of Approval
7 Journey (USE-2025-00018 AND USE-2025-00019)

1. Project Description. This approval permits an outdoor dining area and an expansion of an ABC license into the parking lot and a reduction of the parking requirement by 17% (13 parking spaces) at 7 Journey.
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 and site development permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature or material not specifically approved shall require an amendment to the approved plans unless the 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 Administrative Use Permit (USE-2025-00018) and Conditional Use Permit (USE-2025-00019) and as referenced in the conditions, “Applicant” shall apply to Webb’s Grainworks, 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 for the restaurant shall also apply to the outdoor dining area: Mondays, Wednesdays, and Thursdays from 11:30 a.m. – 9:00 p.m.; closed on Tuesdays; Fridays and Saturdays from 11:30 a.m. – 10:30 p.m.; and Sundays from 11:00 a.m. to 8:00 p.m. Any modifications to the hours of operation shall be subject to the review and approval by the Community Development Director.
6. Amplified Equipment. All amplified noise shall be confined indoors at all times. All amplified noises shall be set to a volume that cannot be heard outside of the subject suite.
7. 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.

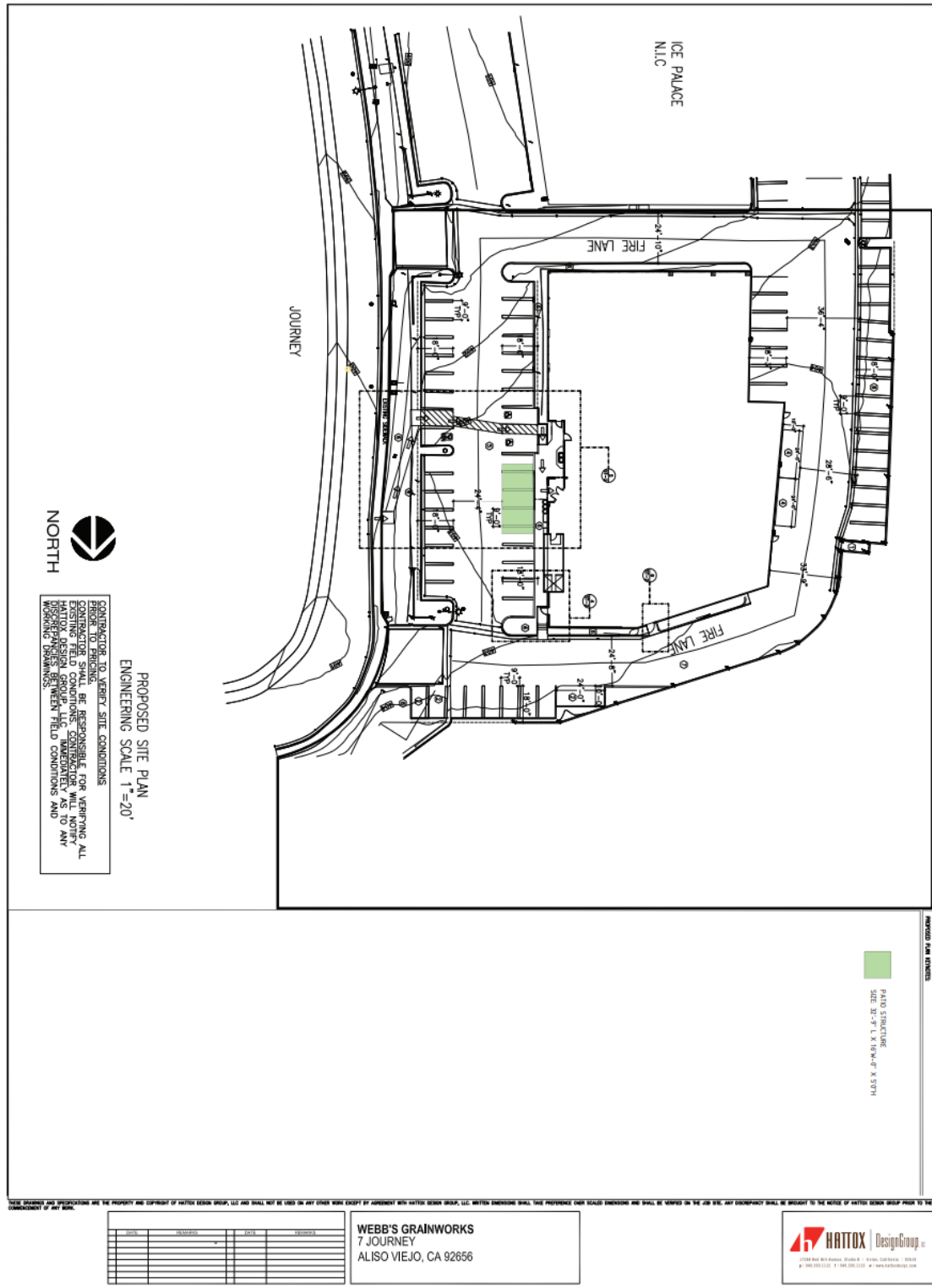
8. Live Entertainment and/or Dancing. Live entertainment, including music or disc jockeys, and/or dancing as a primary or accessory use shall not be permitted without a separate use permit from the City.
9. Special Event and Assembly Activities. The property at 7 Journey shall not be used for any activities that are not a part of the normal business operations associated with the distillery, microbrewery, and tasting room. The facilities shall not be used as an special event space, public assembly, or meeting facility as defined in the Municipal Code without approval from the Community Development Director.
10. ABC Approval. Applicant shall obtain approval from the California Department of Alcoholic Beverage Control (ABC) prior to serving alcohol in the outdoor dining area. Proof of approval shall be submitted to the Planning Division prior to final inspection.
11. Outdoor Storage Prohibited. Outdoor storage of any merchandise, materials, or equipment shall be prohibited.
12. Onsite parking. All 63 parking spaces onsite shall be made available for the parking of vehicles.
13. Signage. Signs shall be reviewed separately and are not part of the approval of this project. Prior to any sign installation, the Applicant shall apply for all applicable permits to the Community Development Department. All proposed signage shall be processed pursuant to AVMC 15.34 standards and/or any applicable master sign program affecting the property.
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

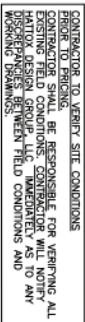
with AVMC Section 15.74.120. This Resolution and Conditions of Approval shall be incorporated into building plans to all applicable reviewing agencies or authorities.

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. Compliance with Americans with Disabilities Act. Tenant improvements shall be submitted for review, approved and permits issued, and shall comply with standards, regulations and requirements of the Americans with Disabilities Act. At the discretion of the Building Official, the Applicant may be required to retain a Certified Access Specialist (CAsp) to ensure compliance with applicable construction-related accessibility standards.
19. 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.

20. 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.
21. 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.
22. 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.
23. Revocation. This approval may be revoked by the original decision-making authority pursuant to the provisions of AVMC 15.74.120.

EXHIBIT "B" Project Plans

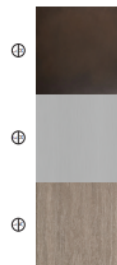




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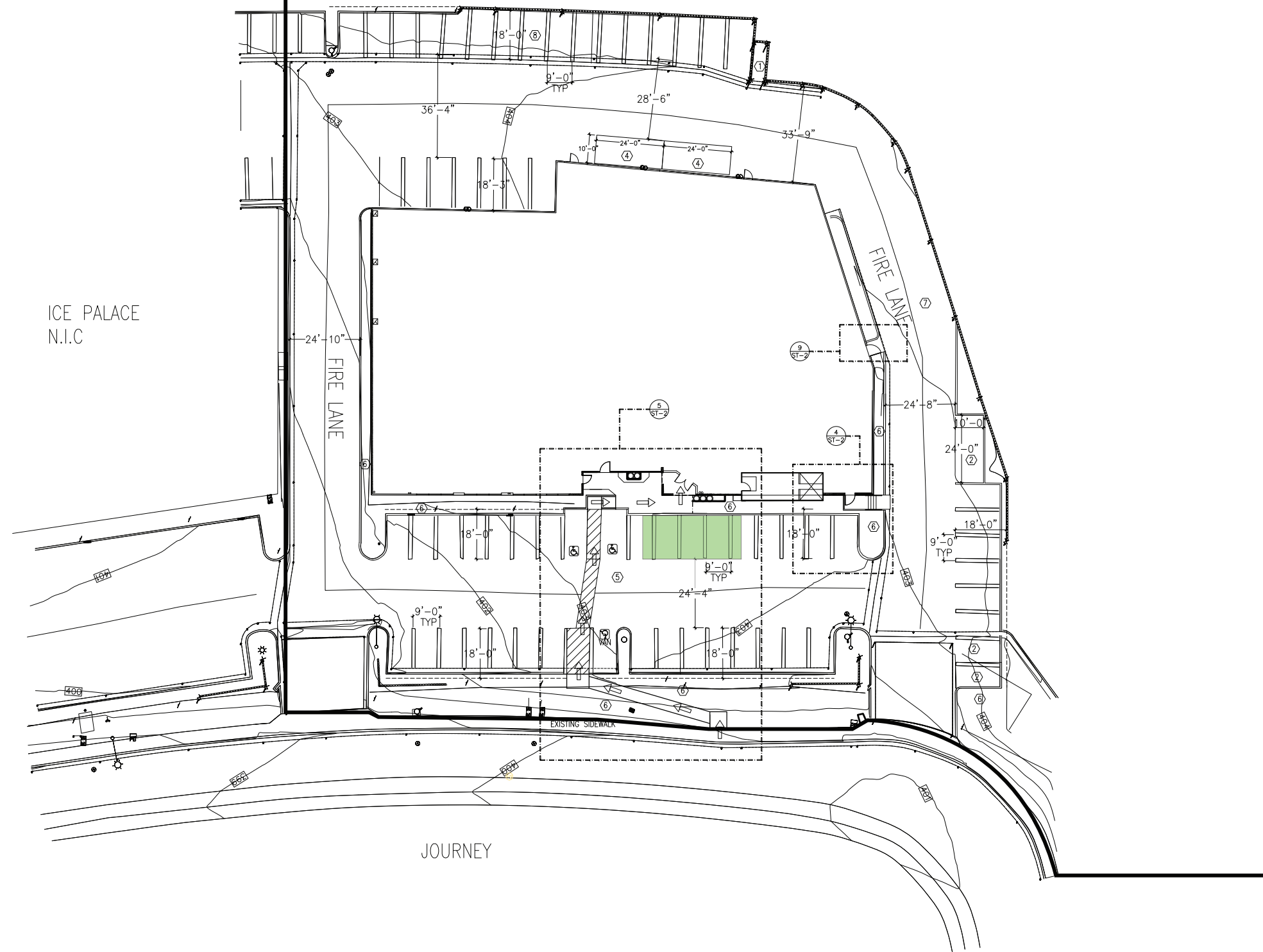
- | | | | |
|---|---|------------------------|--|
|  |  | STEEL | STEEL, BLACK PAINT TO MATCH EXISTING
COLOR, BROWNISH BLACK
STEEL SPOT FINISH |
|  |  | STAINLESS STEEL | STAINLESS STEEL, CABLE RAIL TO MATCH EXISTING
COLOR, MODULAR
STEEL CABLE |
|  |  | WOOD | HANDMADE RED
WOOD, NATURAL, OILED
STEEL SPOT FINISH, STAINED |

COLOR PALETTE:

[illegible]

WEBB'S GRAINWORKS
7 JOURNEY
ALISO VIEJO, CA 92656





ICE PALACE
N.I.C

JOURNEY

PROPOSED SITE PLAN
ENGINEERING SCALE 1"=20'



NORTH

CONTRACTOR TO VERIFY SITE CONDITIONS
PRIOR TO PRICING.
CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL
EXISTING FIELD CONDITIONS. CONTRACTOR WILL NOTIFY
HATTOX DESIGN GROUP, LLC IMMEDIATELY AS TO ANY
DISCREPANCIES BETWEEN FIELD CONDITIONS AND
WORKING DRAWINGS.

PROPOSED PLAN KEYNOTES:



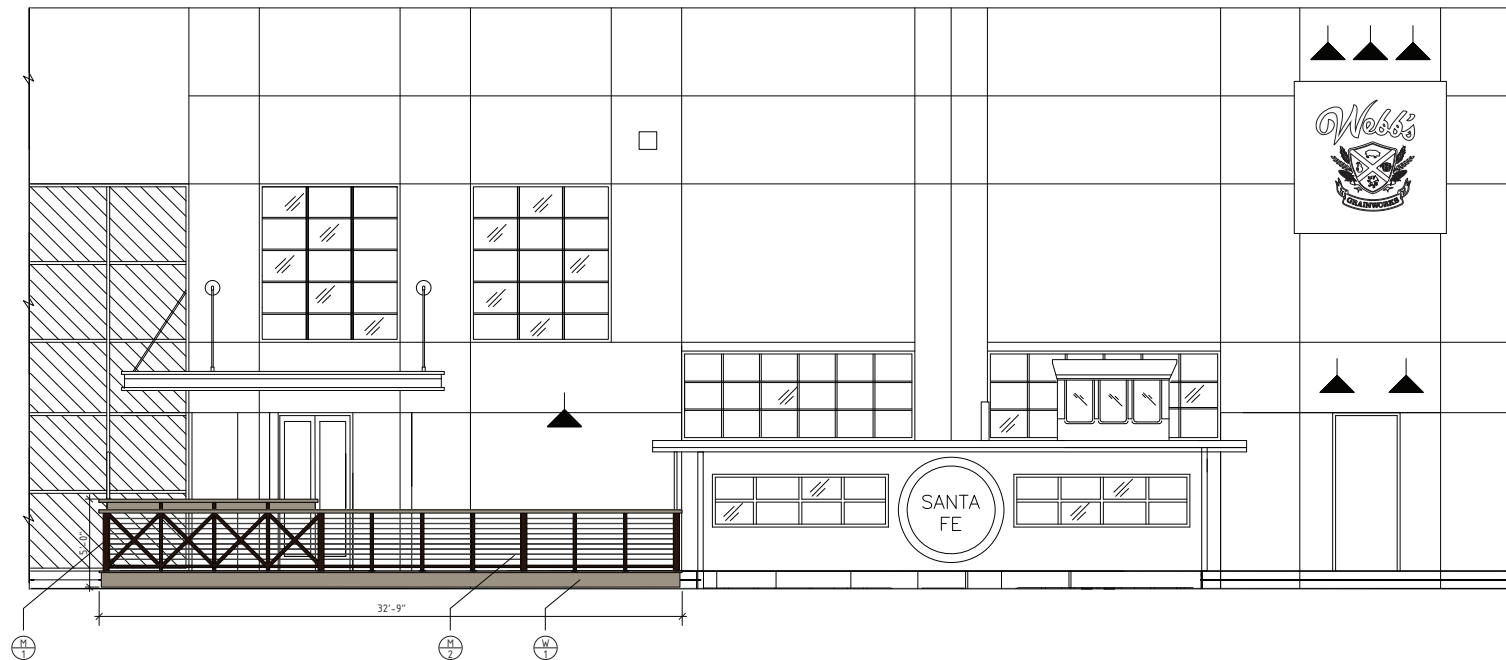
PATIO STRUCTURE
SIZE: 32'-9" L X 16'W-0" X 5'0"H



WEBB'S GRAINWORKS
7 JOURNEY
ALISO VIEJO, CA 92656

[illegible]

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF HATTOX DESIGN GROUP, LLC AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY AGREEMENT WITH HATTOX DESIGN GROUP, LLC. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE KEPT ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF HATTOX DESIGN GROUP PRIOR TO THE COMMENCEMENT OF ANY WORK.



PROPOSED ELEVATION
ENGINEERING SCALE 1/4"=1'-0"

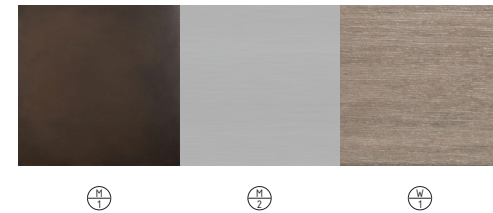
CONTRACTOR TO VERIFY SITE CONDITIONS
PRIOR TO PRICING.
CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL
EXISTING FIELD CONDITIONS. CONTRACTOR WILL NOTIFY
HATTOX DESIGN GROUP, LLC IMMEDIATELY AS TO ANY
DISCREPANCIES BETWEEN FIELD CONDITIONS AND
WORKING DRAWINGS.

PROPOSED ELEVATION KEYNOTES:

FINISHES:

- | | | | |
|---|---|------------------|--|
|  |  | STEEL: | STEEL BLACK PATINA TO MATCH EXISTING
COLOR: DARK BROWNISH BLACK
STYLE: SMOOTH FINISH |
|  |  | STAINLESS STEEL: | STAINLESS STEEL CABLE RAIL TO MATCH EXISTING
COLOR: NATURAL
STYLE: CABLE |
|  |  | WOOD: | HARDWOOD TBD
COLOR: NATURAL AGED
STYLE: SMOOTH FINISH, SEALED |

COLOR PALETTE:



THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF HATTOX DESIGN GROUP, LLC AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY AGREEMENT WITH HATTOX DESIGN GROUP, LLC. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF HATTOX DESIGN GROUP PRIOR TO THE COMMENCEMENT OF ANY WORK.



WEBB'S GRAINWORKS
7 JOURNEY
ALISO VIEJO, CA 92656

[illegible]

November 11, 2025

Mr. Jeremy Webb
WEBB'S GRAINWORKS
7 Journey
Aliso Viejo, CA 92656

SUBJECT: WEBB'S GRAINWORKS OUTDOOR PATIO PARKING REVIEW, CITY OF ALISO VIEJO

Dear Mr. Webb:

INTRODUCTION

RK Engineering Group, Inc. (RK) reviewed the parking requirements and utilization for Webb's Grainworks located at 7 Journey in the City of Aliso Viejo. The analysis evaluates the adequacy of parking associated with the proposed 525-square-foot outdoor patio expansion. To accommodate the patio, five (5) parking spaces will be removed. The proposed outdoor patio is considered ancillary to the existing use and is expected to generate only a nominal increase, if any, in parking demand.

Table 1 summarizes code-required parking requirements under the City of Aliso Viejo Municipal Code (AVMC 15.38.040) with the 525 square feet of outdoor patio in place. The proposed outdoor patio will displace five (5) existing parking spaces, reducing the total on-site parking inventory to sixty-three (63) spaces. Based on parking code requirements, a total of seventy-six 76 spaces are required, resulting in a calculated deficiency of **thirteen (13)** spaces, or approximately 17%.

Table 2 presents observed parking counts obtained by RK Engineering Group representatives on Friday, April 4, 2025, during typical peak operating hours and weather conditions. The data indicate that several parking spaces remained available throughout the observation period between 5:30 PM and 8:00 PM, demonstrating that the site provides sufficient parking capacity under typical operating conditions.

CONCLUSIONS

Although the code-based calculation reflects a parking code deficiency, the observed parking counts confirm that the existing on-site parking supply adequately serves the brewery, retail, and production uses, including the proposed outdoor patio expansion.

RK Engineering Group, Inc. appreciates this opportunity to work with Webb's GRAINWORKS on the Webb's Grainworks Outdoor Patio Parking Study. If you have any questions about this review or need further clarification, please contact us at (949) 474-0809.

Sincerely,

RK ENGINEERING GROUP, INC.



Rogier Goedecke
President

TABLE 1
Webb's Grainworks 7 Journey
City of Aliso Viejo Municipal Parking Code (AVMC 15.38.040)

Building	Land Use	Square Feet	Parking Code	Parking Required
Brewery Operations	Microbrewery (Restaurant, Bar, Restrooms, & Kitchen)	3,739	1 Space per 80 sq/ft GFA	47
	Proposed Outdoor Patio	525		7
	General Light Industrial (Production)	810	1 Space per 400 sq/ft GFA	2
	Retail (Sales)	395	1 Space per 200 sq/ft GFA	2
	Storage	4,539	1 Space per 1,000 sq ft or 1 space per employee, whichever is greater	5
	General Office Use	1,175	1 Space per 250 sf/GFA	5
	Subtotal Brewery	11,183	Brewery Parking Requirement	68
Personal Storage	Storage (personal, indoor, storage)	7,579	1 Space per 1,000 sq ft or 1 space per employee, whichever is greater	8
Total Building Square Feet		18,762	Total Code Required Parking ¹	76
Number of Parking Spaces Provided On-Site²				63
Number of Parking Spaces Deficient Per Code				-13
Percent Deficient Per Code				-17%

¹ Fractional parking spaces are rounded up to the next additional parking space for one-half or more of a fractional space. Any fractional space less than one-half of a parking space is not counted.

² The proposed 525-square-foot patio will displace five (5) parking spaces. With 68 existing parking spaces, the parking inventory under project conditions will be 63 spaces.

TABLE 2
Webb's Grainworks
Observed Parking Counts¹
Friday, April 4, 2025

Time	Webb's Grainworks 7 Journey ²	Percent of Parking Spaces Available	Sufficient Parking Provided?
# of Parking Spaces	63		
5:30 PM	54	86%	YES
6:00 PM	57	90%	YES
6:30 PM	58	92%	YES
7:00 PM	56	89%	YES
7:30 PM	49	78%	YES
8:00 PM	54	86%	YES

¹ Observed Parking Counts completed by RK staff during typical operations and weather conditions.

² The proposed 525-square-foot patio will displace five (5) parking spaces. With 68 existing parking spaces, the parking inventory under project conditions will be 63 spaces.



Webb's Grainworks Outdoor Dining 7 Journey

Administrative Use Permit USE-2025-00018

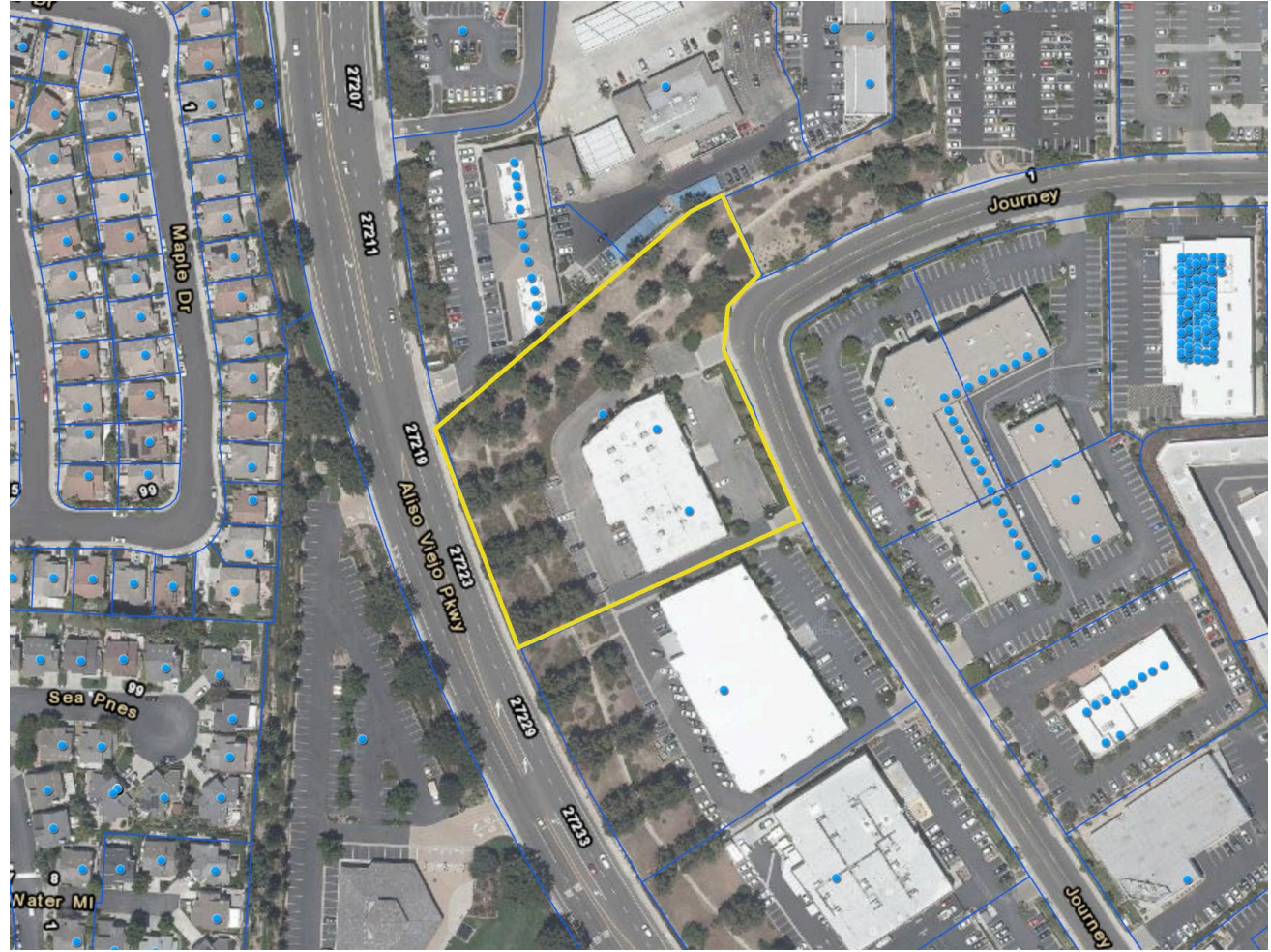
Conditional Use Permit USE-2025-00019

City Council

November 19, 2025

Existing Site

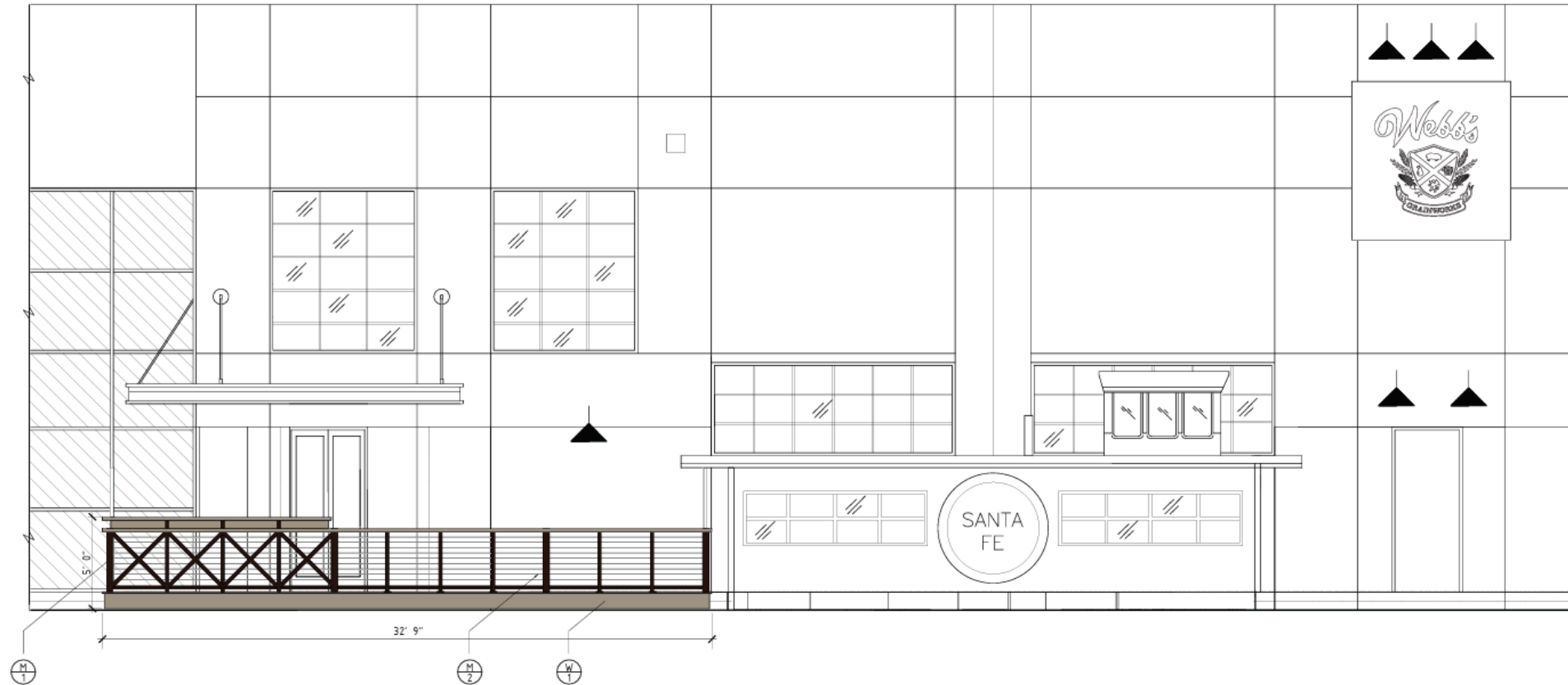
Property Information	
Total Building Square Footage	20,371
Square Footage of Suite	10,563
Existing Site Size	2.5 acres
Existing Conditions	One existing building with associated parking lot and landscaping
Zoning Designation	Business Park-1 (BP-1)
General Plan Designation	Business Park (BP)



ALISO VIEJO



Proposed Project



Parking

TABLE 1
Webb's Grainworks 7 Journey
City of Aliso Viejo Municipal Parking Code (AVMC 15.38.040)

Building	Land Use	Square Feet	Parking Code	Parking Required
Brewery Operations	Microbrewery (Restaurant, Bar, Restrooms, & Kitchen)	3,739	1 Space per 80 sq/ft GFA	47
	Proposed Outdoor Patio	525		7
	General Light Industrial (Production)	810	1 Space per 400 sq/ft GFA	2
	Retail (Sales)	395	1 Space per 200 sq/ft GFA	2
	Storage	4,539	1 Space per 1,000 sq ft or 1 space per employee, whichever is greater	5
	General Office Use	1,175	1 Space per 250 sf/GFA	5
	Subtotal Brewery	11,183	Brewery Parking Requirement	68
Personal Storage	Storage (personal, indoor, storage)	7,579	1 Space per 1,000 sq ft or 1 space per employee, whichever is greater	8
Total Building Square Feet		18,762	Total Code Required Parking ¹	76
Number of Parking Spaces Provided On-Site ²				63
Number of Parking Spaces Deficient Per Code				-13
Percent Deficient Per Code				-17%

Observed Parking Counts

TABLE 2
Webb's Grainworks
Observed Parking Counts¹
Friday, April 4, 2025

Time	Webb's Grainworks 7 Journey ²	Percent of Parking Spaces Available	Sufficient Parking Provided?
# of Parking Spaces	63		
5:30 PM	54	86%	YES
6:00 PM	57	90%	YES
6:30 PM	58	92%	YES
7:00 PM	56	89%	YES
7:30 PM	49	78%	YES
8:00 PM	54	86%	YES

City of Aliso Viejo

AGENDA ITEM



DATE: November 19, 2025

TO: Mayor and City Council

FROM: So Kim, Community Development Director

SUBJECT: GENERAL PLAN AMENDMENT, ZONE CHANGE, VESTING TENTATIVE TRACT MAP, SITE DEVELOPMENT PERMIT, ENVIRONMENTAL ASSESSMENT, AND DEVELOPMENT AGREEMENT FOR 95 ARGONAUT.

Recommended Action:

- 1) Continue the public hearing to a date uncertain; and
- 2) Review and provide directions on the preferred impact fee structure for development agreements.

Background:

On October 24, 2024, MLC Holdings, Inc. ("Applicant") submitted a general plan amendment, zone change, vesting tentative tract map, site development permit, and a development agreement application to demolish an existing office building to accommodate the construction of a multi-family residential community at 95 Argonaut ("Project").

On November 6, 2024, the City Council held a duly noticed public review to receive and provide initial feedback on concept plans for the Project. At that meeting the City Council directed Staff to contract with a third-party consultant to negotiate terms of the Development Agreement and provide regular updates to the City Council.

On November 5, 2025, the City Council held a study session to discuss development agreements and impact fees. No action was taken.

The Mitigated Negative Declaration (MND) was circulated for a 20-day public review period, from October 2 to October 22, 2025. Distribution included the State Clearinghouse, required public agencies, property owners within a 300-foot radius of the project site, and interested parties via email.

On October 30, 2025, a notice of the public hearing was published in Laguna Niguel News, mailed to required public agencies, property owners within a 300-foot radius of the project site, and interested parties via email.

Discussion:

On November 5, 2025, the City received an email from the Aliso Viejo Community Association (AVCA) opposing the project due to what they consider unreasonable encroachments into their landscape maintenance easements, including proposed buildings and landscaping that could impact existing plant material and irrigation systems. Despite prior communications with AVCA emphasizing the importance of early feedback to avoid such delays, the Project cannot proceed until this issue is resolved. Staff recommends that the City Council continue the item to a date uncertain to allow the Applicant additional time to address the encroachment concerns with AVCA. Staff will provide notice of the future hearing once the date is scheduled.

Development Agreement

A Development Agreement (“DA”) is a binding agreement between the City and an Applicant that ensures a project is carried out as approved, helping to mitigate potential adverse impacts while securing long-term or public benefits for the community. These benefits may be delivered through direct physical improvements or financial contributions that support infrastructure, amenities, or services aligned with the City’s priorities. On November 5th, the City Council held a study session to explore future public benefits in DAs, focusing on three key areas: affordable housing, fiscal impact fees, and park dedication. Following the discussion at the November 5th meeting, Staff conducted research on impact fees implemented by other cities to provide a comparative analysis (see Table 1 on next page: Comparative Analysis).

Table 1 compares nine neighboring cities based on park in-lieu fees, affordable housing requirements, and other development impact fees. For consistency, Staff used the specific details of the Project (61 residential units, including 3 affordable units) as the basis for comparison. Park in-lieu fees across the cities range from \$713,771 to \$1,262,582, with an average of approximately \$911,468. The City’s park in-lieu fee, calculated using the 2025 County Assessor’s land value, is \$824,802 closely aligning with the local average. The fair market value of the land is based on the value at the time the final map is filed, for all cities except Costa Mesa, where the code is unclear.

Regarding affordable housing, half of the cities surveyed do not impose a minimum requirement, while the others require between 5% and 15% of units to be affordable. For cities requiring more than three affordable units, Staff applied Mission Viejo’s affordable housing in-lieu fee (\$642,200 per unit) to estimate costs, except for Santa Ana, which has its own fee. The calculated value of the additional affordable units, beyond the Project’s three units, was incorporated into the evaluation of the public benefit package.

Table 1: Comparative Analysis

City	Park Dedication (Acres)	Park-In-Lieu Fees ¹	Affordable Housing Requirement ²	Development Impact Fees ("DIF")	Public Benefits
Aliso Viejo	0.793	\$824,802	None	Fiscal Impact Fee = \$213,850 ³	\$1,038,652
Laguna Hills	0.793	\$824,802	None	Public Art = Construction cost x 0.005 Traffic Mitigation = \$3,914 per new PM peak hours ⁴	\$1,115,168
Laguna Niguel	0.72834	\$757,549	None	None	\$757,549
Mission Viejo	1.2139	\$1,262,582	10% moderate + 5% low (10 units) In-lieu fee for 7 units = \$4,495,400	None	\$1,262,582 plus In-lieu fee for 7 additional affordable units = \$5,496,627
Tustin	0.915488	\$952,202	None	None	\$952,202
Rancho Santa Margarita	1.2139	\$1,262,582	None	None	\$1,262,582
Irvine	0.68625	\$713,771	5% very low, 5% low, 5% moderate (10 units)	Residential impact fee = \$5.34 per SF Systems Charge = 1% of valuation	\$1,202,979 plus In-lieu fee for 7 additional affordable units = \$3,594,461 ⁵
Costa Mesa	\$13,829 per unit	\$843,569	10% (7 units)	Traffic = \$235 per daily trip Measure Z Open Space & Public Park = \$1.50 / SF Fire System = \$0.285 / SF	\$1,025,661 plus In-lieu fee for 4 additional affordable units = \$3,594,461
Santa Ana	0.732	\$761,356	5% moderate (3 units) In-lieu fee \$6 per SF ⁶	Drainage Assessment = \$8,340 average / subdivision Transportation System = \$3.27 average / SF Residential Development = \$6,313 average / unit (2-4 bd)	\$1,454,360

¹ Based on the 2025 County Assessor's land value of \$2,964,295 (\$1,040,104 per acre) for 95 Argonaut.

² Applied Mission Viejo's affordable housing in-lieu fee of \$642,200 per unit to estimate costs for each unit in addition the three units proposed for the Project.

³ Fiscal Impact Analysis prepared by Kosmont Companies concludes that the Project results in a General Fund deficit of \$1,300 annually. Over a 50-year period, with an annual inflation adjustment of 4.24% (based on the average Consumer Price Index over the past five years), this deficit is projected to total \$213,850.

⁴ Project anticipated to result in a net increase of 79 two-way trips per day with a net reduction of 13 AM peak hour trips and a net increase of 8 PM peak hour trips as compared to the existing office use. [Mitigated Negative Declaration Appendix I – Transportation Supporting Information]

⁵ Systems charge fee is not included in the total as the valuation of the Project is unknown.

⁶ In-lieu fee not included in the Public Benefits column as it is the same as the Project proposal.

Several of the surveyed cities also assess development impact fees for traffic mitigation, public art, residential development, fire protection, and drainage improvements. Staff applied the Project's specifics to calculate the total applicable fees, which were then included in the Public Benefits column. This column reflects the monetary value of both the park in-lieu fee and other development impact fees. An additional total is provided to reflect the value of affordable housing units beyond the Project's three-unit requirement, offering a more comprehensive assessment of the public benefit contribution. The Public Benefits column, excluding affordable housing, ranges from approximately \$757,549 to \$1.5 million across the surveyed cities. When the value of additional affordable units is included, the total public benefit increases to a range of approximately \$757,549 to \$5.5 million. The City's Public Benefits total of \$1,038,652 falls in the lower end in comparison to other cities.

The park in-lieu fee may be allocated toward the rehabilitation of City-owned facilities such as Iglesia Community Center and Park, Vista Park, Aliso Viejo Ranch, and the Aliso Viejo Aquatic Center; the acquisition of new parkland or development of recreational amenities; and/or the construction of Class I bikeways that are fully separated from motorists with minimal conflict points. These facilities serve the entire City, including the proposed subdivision. However, the fee cannot be used to offset the operation or maintenance costs of existing parks or facilities. For example, the City's Capital Improvement Plan ("CIP") for Fiscal Year ("FY") 2025–2026 identifies several projects funded entirely through the General Fund: AV Ranch wood sealing; Aquatic Center pool deck coating and pool pump replacement; and camera replacement and additions at both the Aquatic Center and AV Center. These improvements, totaling approximately \$561,000, could be funded through park in-lieu fees rather than the General Fund. Depending on the timing of these CIP projects and the collection of park in-lieu fees, certain projects may still be eligible for reimbursement from fees collected from 95 Argonaut. Additionally, there is no expenditure deadline for park in-lieu fees, allowing funds to remain available for future projects as all City facilities and associated parks and recreational amenities will require renovation or rehabilitation over time. Below are examples of future projects that could be funded with park in-lieu fees:

- Iglesia Community Park
 - Redesign and upgrade the entire property
 - Replace and expand the community center (new flooring, paint, windows, restrooms, kitchen, parking)
 - Renovate tennis court and athletic fields
 - Install back-up generator
- Aquatic Center
 - Redesign and upgrade the entire property
 - Add new water features (e.g., splash pads)
 - Upgrade pump room
 - Remodel building and office space
 - Renovate swimming pool, lap pool, and spa
 - Install back-up generator

- Aliso Viejo Ranch
 - Repurpose farm facilities for community use
 - Install back-up generator

The City Council could consider implementing additional development impact fees beyond existing park in-lieu and fiscal impact fees to address service demands and capital improvements required to support new growth. These fees could be structured based on measurable growth indicators, such as increased trip generation, similar to the City of Costa Mesa's approach of assessing \$235 per daily trip. The Project is anticipated to generate a net increase of 79 two-way trips compared to existing office use. Applying the City of Costa Mesa's traffic impact fee formula of \$235 per daily trip, the Project would be subject to an estimated traffic impact fee of \$18,565. In addition, the City of Orange, though not included in Table 1, currently imposes dedicated public safety impact fees for new multi-family residential development, charging \$288 per unit for fire protection and \$227 per unit for police services. Applying the same formula, the Project would be subject to an additional \$13,847 in police impact fees.

With Table 1 now providing a relative scale of public contributions and potential funding opportunities, Staff recommends that the City Council consider and discuss the following parameters. These parameters will help establish greater transparency and predictability regarding the public contributions required for pending and future development projects in the City. Based on the Council's direction, the Development Agreement (DA) for 95 Argonaut will be prepared accordingly and presented at a future hearing for consideration.

- 1) Park In-Lieu Fee. Apply either the County Assessor's land value or an Applicant-provided appraisal. Appraisals, reflecting current market trends, may yield higher fee estimates.
- 2) Additional Affordable Housing Requirement. Continue to apply State Density Bonus threshold (minimum 5% very low, 10% low, or a combination thereof) or require a higher percentage of affordable units on site.
- 3) Additional Impact fees. Consider traffic and/or police impact fees in addition to park in-lieu and fiscal impact fees.
- 4) Fiscal Impact Parameters. Use 50-year evaluation years and apply an escalation rate based on the last five years of CPI (Consumer Price Index) based on a fiscal impact analysis.

It should be noted that while Staff will negotiate the DA terms using the parameters above, final terms will be subject to City Council consideration at a public hearing and may be modified on a case-by-case basis.

Attachments:

1. Objection Letter from AVCA
2. Presentation

Frederick T. Whitney
Dirk Petchul
Jane L. Blasingham
William J. Curry
Emilee Haw
Warren Katz
Nancy Michael
Eugene T. Ramirez

WHITNEY | PETCHUL

ATTORNEYS AT LAW

Anne Rawlinson
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Jean M. Moriarty
Adam K. Obeid

November 5, 2025

Anne Rawlinson, Esq.
arawlinson@whitneypetchul.com

VIA U.S. MAIL AND EMAIL

Gerald R. Anderson, Director of Geomatics
X Engineering & Consulting, Inc.
6 Hutton Centre Drive, Suite 650
Santa Ana, CA 92707
Gerald.anderson@xengineeringinc.com

So Kim, Community Development Director
City of Aliso Viejo
Planning Services Division
12 Journey, Suite 100
Aliso Viejo, CA 92656
SKim@avcity.org

Reference: Aliso Viejo Community Association
Subject: Notice of Objection to Proposed Subdivision of Parcel 1 of Parcel Map 85-158
(95 Argonaut)

Dear Mr. Anderson and Ms. Kim:

This firm is general counsel to the Aliso Viejo Community Association (AVCA). I write on behalf of the Board of Directors to respond to the enclosed October 24, 2025 letter requesting an easement noninterference review of a proposed subdivision of Parcel 1 of Parcel Map 85-158. Although the subject line of this letter references the Moulton Niguel Water District, we assume this was an error because the address and enclosures refer to AVCA.

After careful review of this request and the relevant recorded documents, AVCA has determined that the proposed subdivision would unreasonably interfere with the free and complete exercise of AVCA's easement rights on this lot. AVCA objects to the proposed subdivision for this reason.

AVCA has approximately 2,000 square feet of landscape maintenance easements on two sides of this lot, shaded in yellow on the attached image from the proposed final map. The footprints of the proposed buildings would encroach into all of these easements. Within these areas AVCA maintains more than a dozen mature Afghan pine trees, a large amount of landscaped plant material, and an extensive irrigation system.

November 5, 2025

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AVCA's easements were established in the following documents:

- Parcel map 85-158, recorded on February 17, 1987 in Book 218, pages 27-30, inclusive, of Parcel Maps, with the Orange County Recorder.
- First Certificate of Amendment of Notice of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions, Pacific Park Business Center I (Terrace A), dated September 3, 1987, recorded on September 4, 1987, as Instrument No. 87-505204 with the Orange County Recorder.

Thank you for your attention to this matter. Please direct any responses to this notice to this office.

Sincerely,

Whitney | Petchul

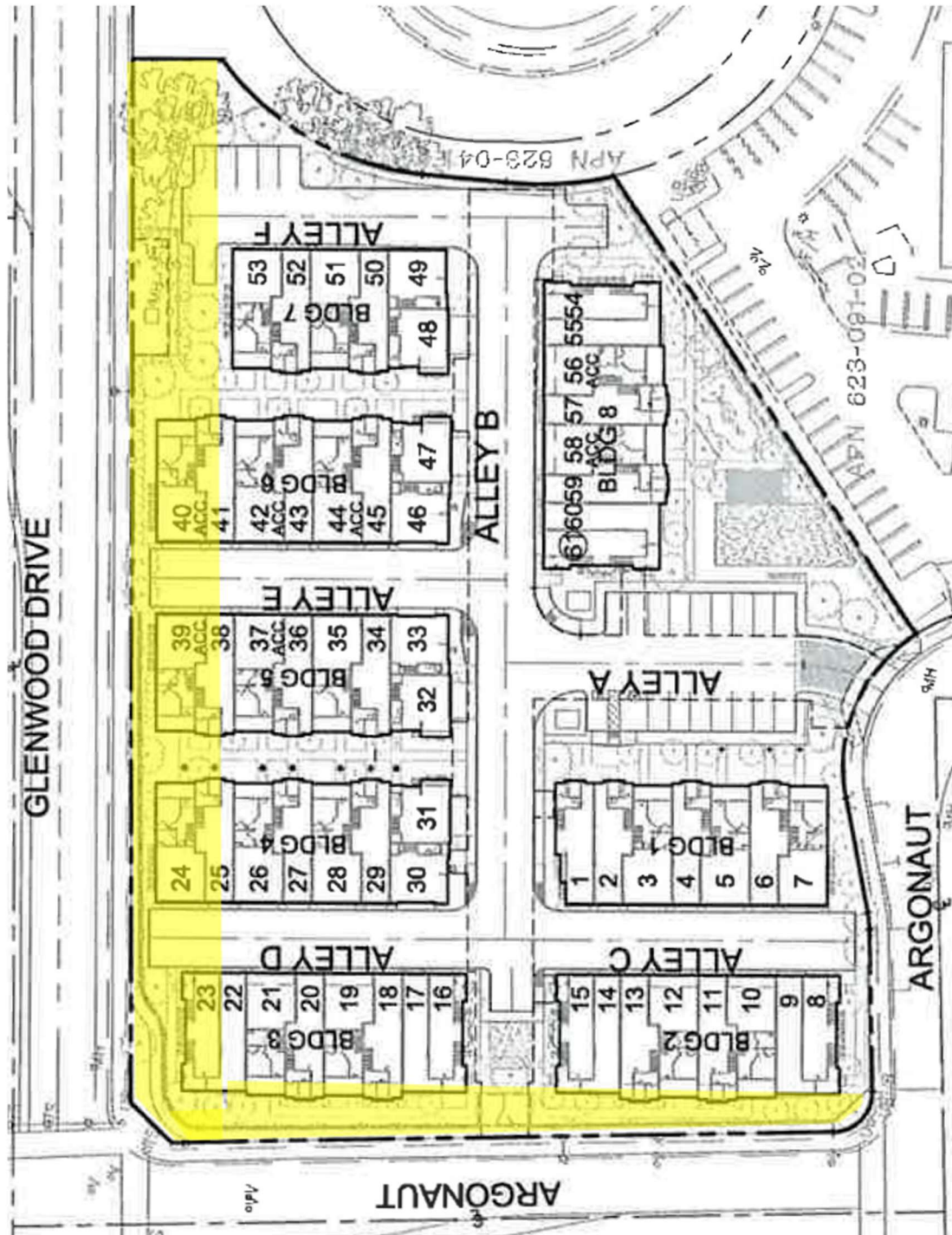
By: 
Anne Rawlinson, Esq.

cc: Board of Directors

MLC Holdings, Inc.
Attn: Danny Hinojosa
5 Peters Canyon
Irvine, CA 92606
danny.hinojosa@meritagehomes.com

November 5, 2025

Page 3





10/24/2025

Aliso Viejo Community Association
ATTN: Mr. Josh Hodosh
130 Vantis, Suite 110
Aliso Viejo, CA 92656

Certified Mail: 9589 0710 5270 2896 6356 22

Subject: Request for Non-Interference Letter
Easements within Tract Map 19340, City of Aliso Viejo, County of Orange, State of California

Re: Easements in favor of Moulton Niguel Water District

1. For maintenance and incidental purposes, re-recorded October 01, 1987 as Instrument No. 1987-554296, of O.R.

Dear Mr. Hodosh:

We are the representative for the subdivider of the above-referenced property. It is our understanding that you company is the owner of an easement, right-of-way or other interest over the subject property (see attached copy of the above-referenced proposed final map) which cannot ripen into fee title. Accordingly, as required by the City of Aliso Viejo and the Section 66436(a)(3)(A)(i-vii) of the State of California Subdivision Map Act please note the following:

- 1) The proposed final map is currently being prepared with the above-noted public agency and upon completion of that process will be recorded in the County Recorder's office thereby finalizing the proposed subdivision. The public agency is not requiring the signature of your company on the final map.
- 2) As specified in the above-noted Code Section your company is entitled to respond to the subdivider and public agency regarding the proposed final map, if so desired. Any such response must be made within 30 days of your receipt of this letter. For your convenience we have attached a favorable response letter that can be used for this purpose. Please mail any response to both this office and the public agency; the public agency address is given on the attached letter.

Please call if there are any questions. Thank you.

Sincerely,

Gerald R. Anderson, LS
Director of Geomatics | X Engineering & Consulting
(949) 522-9039 | gerald.anderson@xengineeringinc.com

Enclosures: Portion of California Subdivision Map Act Sec/ 66436 (A)(3)(A)(i-vii), Easement Documents, Track Map 19340





95 Argonaut

November 19, 2025

Development Agreement



Binding agreement between the City and Applicant



Ensures project is carried out as approved



Mitigates potential adverse impacts while securing long term public benefits for the community

Physical improvements
Financial contributions

Park Dedication & In-Lieu Fee

Parkland Dedication Requirement

	61 (Number of units)
X	2.6 (average number of residents per unit)
X	<u>0.005 (5 acres per 1,000 residents)</u>
	0.793 acres

Park In-Lieu Fee

	0.793 acres
X	<u>\$1,040,104 per acre (\$2,964,295 County Assessor Land Value ÷ 2.85 acres)</u>
	\$824,802

City	Park Dedication (Acres)	Park-In-Lieu Fees	Affordable Housing Requirement	Development Impact Fees ("DIF")	Public Benefits
Aliso Viejo	0.793	\$824,802	None	Fiscal Impact Fee = \$213,850	\$1,038,652
Laguna Hills	0.793	\$824,802	None	Public Art = Construction cost x 0.005	\$1,115,168
				Traffic Mitigation = \$3,914 per new PM peak hours	
Laguna Niguel	0.72834	\$757,549	None	None	\$757,549
Mission Viejo	1.2139	\$1,262,582	10% moderate + 5% low (10 units)	None	\$1,262,582 plus In-lieu fee for 7 additional affordable units = \$5,496,627
			In-lieu fee \$642,200 per unit		
Tustin	0.915488	\$952,202	None	None	\$952,202
Rancho Santa Margarita	1.2139	\$1,262,582	None	None	\$1,262,582
Irvine	0.68625	\$713,771	5% very low, 5% low, 5% moderate (10 units)	Residential impact fee = \$5.34 per SF Systems Charge = 1% of valuation	\$1,202,979 plus In-lieu fee for 7 additional affordable units = \$3,594,461
Costa Mesa	\$13,829 per unit	\$843,569	10% (7 units)	Traffic = \$235 per daily trip Measure Z Open Space & Public Park = \$1.50 / SF Fire System = \$0.285 / SF	\$1,025,661 plus In-lieu fee for 4 additional affordable units = \$3,594,461
Santa Ana	0.732	\$761,356	5% moderate (3 units) In-lieu fee \$6 per SF	Drainage Assessment = \$8,340 average / subdivision	\$1,454,360
				Transportation System = \$3.27 average / SF	
				Residential Development = \$6,313 average / unit (2-4 bd)	

Public Benefit Comparison

Excluding Affordable Housing:
\$757,549 - \$1.5M

Including Affordable Housing Value:
\$757,549 - \$5.7M

Aliso Viejo: \$1,038,652

Park In-Lieu Fees

- Range: \$713,771 - \$1,262,582
- Average: \$911,468
- Aliso Viejo: \$824,802

Affordable Housing

- No requirement
- Others: 5-15% units

Other Impact Fees

- Traffic, public art, police, drainage, etc.

Park In-Lieu Fee Eligible Projects

1. Current projects funded by General Fund (approx. \$561,000)

- AV Ranch wood sealing
- Aquatic Center pool deck coating & pump replacement
- Camera replacement & additions (Aquatic & AV Center)

2. Future eligible projects

- **Iglesia Community Park:** redesign, replace/expand community center, renovate tennis court/athletic fields, install back up generator
- **Aquatic Center:** redesign, add/renovate splash pads and pools, upgrade pump room, renovate, building, install back up generator
- **AV Ranch:** repurpose farm facility, back up generator

3. Not eligible for operations and maintenance costs

Discussion Topics

1. Park In-lieu fee

- Apply County Assessor's Land Value or Applicant-provided appraisal

2. Affordable Housing

- Apply State Density Bonus threshold (minimum 5% very low, 10% low, or combination thereof) or require a higher percentage of affordable units on site.

3. Additional Impact Fees

- Consider traffic and/or police impact fees

4. Fiscal Impact Fee Parameters

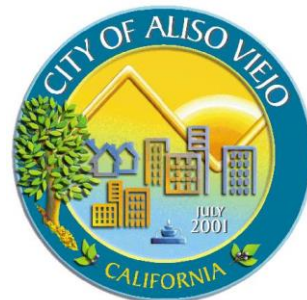
- Use 50-year evaluation years and apply an escalation rate based on the last 5 years of CPI

Recommendations:

1. Continue 95 Argonaut public hearing to a date uncertain.
2. Provide direction on the preferred impact fee structure for development agreements.

City of Aliso Viejo

Staff Report



DATE: November 19, 2025

TO: Mayor and City Council

FROM: Captain Ryan Buhr, Chief of Police Services

SUBJECT: Installation of Fixed License Plate Reader Cameras

Recommended Action:

Staff recommends that the City Council discuss the purpose and intended use of License Plate Reader (LPR) cameras within the City of Aliso Viejo, including how this technology can enhance public safety and investigative capabilities. Following this discussion, the Council may direct City staff and OCSD to develop a phased implementation plan, identify LPR camera locations, select a vendor, and provide a detailed proposal for consideration.

Fiscal Impact:

The cost of the LPR camera systems varies depending on the selected vendor. Options include a full-purchase model, in which the City retains ownership of the equipment, or a lease-based agreement that includes installation and ongoing service under a multi-year contract. Both options provide comprehensive maintenance and support.

Purpose / Summary:

To provide an overview and request City Council consideration for the installation of fixed License Plate Reader (LPR) cameras throughout key ingress and egress points within the City of Aliso Viejo. This proposal aims to enhance public safety through technology-driven policing by providing real-time data to support crime prevention, suspect identification, and vehicle-related investigations.

Background:

The Orange County Sheriff's Department currently utilizes LPR technology in multiple contract cities (e.g., Mission Viejo, Laguna Niguel, Rancho Santa Margarita) with measurable success in vehicle theft recovery, wanted-person apprehension, and as an investigative tool.

The City of Aliso Viejo experiences recurring property crimes, including commercial/residential burglaries, vehicle burglaries, and stolen vehicles. This often involves suspects traveling through multiple jurisdictions. Our city's geographical layout, with limited entry and exit points, provides an ideal structure for strategic camera placement to maximize data capture and investigative benefits.

System Functionality:

LPR cameras automatically scan license plates of passing vehicles and compare them to databases of wanted or stolen vehicles, Amber Alerts, and BOLO (Be On the Lookout) notifications. These cameras are mounted on a city pole or street sign and are operated by attached solar panels. They do not require any direct power for operation.

Operational Use:

Captured data assists deputies in locating suspects, corroborating investigations, and identifying vehicles involved in crimes or traffic incidents.

Data Privacy:

All captured data is encrypted, stored for a limited retention period consistent with OCSD policy and State guidelines. The data is stored on the company's servers and is accessible only to authorized personnel for legitimate law enforcement purposes. The selected company (e.g., Flock Safety or AXON) will handle all requests for information regarding the data collected.

The Orange County Sheriff's Department's internal policies related to data collection, access, and audit requirements can be found in Policy 463, which is attached to this Staff Report.

Community Benefits:

- Faster suspect identification and response times.
- Enhanced investigative capabilities for thefts, hit-and-runs, and major crimes.
- Increased deterrence through visible camera presence.
- Collaboration with regional law enforcement databases to track cross-jurisdictional activity.

Cost Considerations:

Funding options may include Public Safety Grants currently under consideration by the County of Orange. The County is in the process of procuring a large number of LPR cameras, including selecting an appropriate vendor and equipment. If this grant is awarded and implemented, the City of Aliso Viejo has been identified as a potential site for installing LPR cameras under this program.

Potential Locations:

Major city ingress/egress points (e.g., Aliso Creek Rd., Pacific Park Dr., Alicia Pkwy, and La Paz Rd.) and near commercial or residential areas with higher call volumes. Working with Sheriff's Crime Analysts, we have identified several locations that would benefit from a fixed LPR camera. We have identified the need for 27 fixed cameras, as shown in the attachments provided within this report.

Attachments:

1. OCSD Policy 463
2. Aliso Viejo Fixed LPR locations
3. Benefits of LPR Cameras

Automated License Plate Readers (ALPRs) Usage and Privacy Policy

463.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage, access, sharing, and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

ALPR technology, also known as License Plate Recognition, provides automated detection of license plates. ALPRs are used by the Orange County Sheriff-Coroner Department to link data associated with vehicle license plates for official law enforcement purposes, including identifying and locating stolen or wanted vehicles, stolen license plates and missing persons. ALPRs may also be used to gather or disseminate information related to active warrants, homeland security advisories (as permitted by California law), law enforcement bulletins, electronic surveillance, suspect interdiction, and stolen property recovery. It is the intent of the Department to ensure that the access and use of ALPR data is consistent with the law and with respect for individuals' privacy and civil liberties. The Department will also investigate and enforce unauthorized disclosure of confidential information. See Policy 215 and Civil Code 1792.29.

463.2 ADMINISTRATION

All installation and maintenance of department owned/leased ALPR equipment shall be managed by the Technology Division. The acquisition of ALPR systems and data shall be the responsibility of the Technology Division. The Technology Division will be responsible for ensuring vendors have the required safeguards that comply with CJIS standards. Data collected by Department owned/leased ALPR equipment, unless copied and booked as evidence, shall be managed by the ALPR provider. The Technology Division shall oversee the access, sharing, and technical requirements of this policy. The Patrol Operations Command shall oversee compliance, training, audit and use requirements of this policy. The administration of this policy shall be in compliance with the requirements of Civil Code Section 1798.90.5 et seq.

463.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined in this policy. Only Department Members assigned as Sergeants, Deputy Sheriffs, Investigators, Investigative Assistants, Dispatchers, Analysts, Sheriff Special Officers (SSO) or Community Service Officers (CSO) AND assigned to the Patrol Operations Command, Investigations and Special Operations Command, Judicial Protection Unit, Orange County Intelligence Assessment Center (OCIAAC), Internal Affairs Bureau, or Regional Narcotics Suppression Program (RNSP) are authorized to operate ALPR equipment and access ALPR data, provided they have first received Department approved training. Department Members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

1. An ALPR shall only be used for official law enforcement business.

Automated License Plate Readers (ALPRs) Usage and Privacy Policy

2. An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
3. While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR equipped cars to canvass areas around homicides, shootings, arson events, bombings, and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
4. No Member of this Department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.
5. No ALPR operator may access Department, state, or federal data unless otherwise authorized to do so.
6. The user shall verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.
7. Department Members shall access ALPR only from an approved Department workstation, MDC, or Department-issued mobile device.
8. Deputies are not authorized to respond Code 3 to an ALPR "hit" unless exigent circumstances exist and must comply with OCSD Policy 316.
9. No member of this Department is authorized to leave a call for service in response to an ALPR "hit" unless there is an exigent circumstance.
10. Non-criminal history information contained within databases accessed through CLETS, NCIC or other DOJ criminal justice systems, as well as California LEAs' individual databases should not be used for the purpose of immigration enforcement.
11. Users should not include criminal history information or other personal identifying information of a target suspect (beyond the suspect's last name) or information obtained from CLETS into ALPR information fields accessed by those not authorized to receive CLETS information.

463.4 DATA COLLECTION AND RETENTION

All ALPR data is hosted or otherwise provided using a "Third Party ALPR Provider" (such as those contracts originated by the Department, law enforcement contract partners, businesses, homeowners' associations ("HOAs", etc.). ALPR data that is provided by the Third Party ALPR provider is the sole responsibility of that company (service provider). The Third Party ALPR Provider owns and is solely responsible for the data it makes available, its data will not be stored outside of the United States or Canada, and its employees who have access to unencrypted criminal justice information will undergo training and background checks.

ALPR data collected by the Department will be retained for six months to allow for the proper investigation into reported criminal activity. All data captured after six months will be purged unless it is part of an active criminal investigation or booked as evidence.

Automated License Plate Readers (ALPRs) Usage and Privacy Policy

ALPR data used in a criminal investigation may be considered evidence and should be exported, submitted into evidence, and documented in the related case report. All ALPR data uploaded to the Department's Digital Evidence Management System (DEMS) or copied and booked as evidence, shall follow the Department's evidence booking, handling, storage, and retention requirements.

463.5 ACCOUNTABILITY

All data shall be closely safeguarded and protected by both procedural and technological means. Each Member is responsible for safeguarding their personal login and password. The Orange County Sheriff-Coroner Department shall observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

1. All ALPR data shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, time, and purpose (Case #) (Civil Code § 1798.90.52). If applicable, multi-factor or two-factor authentication will be utilized in addition to login/password.
2. Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relates to a specific criminal investigation or Department-related civil or administrative action. A report number or CAD call number shall be inputted into the search justification field before searching the ALPR data.
3. Members approved to access ALPR data will receive relevant training prior to independently accessing the data.
4. Any time an authorized Member reasonably believes ALPR data may be beneficial in a criminal or non-criminal matter, the Member shall input a detailed reason for access, report number or CAD call number into the search reason field, to access the ALPR database.
5. ALPR system audits shall be conducted on a regular basis to ensure the security of the information accessed or used is in compliance with all applicable privacy laws. The Technology Division will generate an ALPR use report. The report will be used to conduct monthly audits of ALPR responses. The audits will be conducted by the supervisor responsible for administrative duties where the ALPR user is assigned. Any potential violation of the law or Department policy will be forwarded to the Command of the involved member for further investigation which may result in revocation of ALPR system access, training and/or discipline.
6. Members of the Technology Division will be the only members to have and grant administrator access. Upon separation from the Department, access to any ALPR data will be immediately revoked.
7. The Technology Division Director or designee will be the official custodian of the ALPR systems. The Technology Division will provide a list of users during the Employee Life Cycle review. The list will be given to the divisions to conduct a user audit by the supervisor responsible for administrative duties where the ALPR user is assigned.

Automated License Plate Readers (ALPRs) Usage and Privacy Policy

8. Members using ALPR must recognize that the data collected from the ALPR device, and the content of the referenced Hot Lists, consists of data that may or may not be accurate. To the greatest extent possible, information obtained from ALPRs should be verified from separate law enforcement information sources to confirm the vehicle or subject's identity and justification for contact. Users of ALPR data must, to the fullest extent possible, visually confirm the license plate or vehicle characteristics correspond with the digital image of the license plate or vehicle generated by the ALPR.
9. Members using ALPR will be required to implement the reasonable security features outlined in this policy pursuant to Cal. Civil Code 1798.90.51.
10. All Members using ALPR equipment or accessing ALPR data are required to acknowledge that they have read and understood this policy prior to use of the ALPR System.

463.6 AUDITS

Access to, and use of, ALPR data is logged for audit purposes. Audit reports will be structured in a format that is understandable, useful, and will contain:

1. The name of the user;
2. The date and time of access;
3. The specific data accessed;
4. The supplied authorized law enforcement or public safety justification for access; and
5. A case, tip, or CAD call number associated with the investigative effort generating the ALPR data query.

463.7 THIRD PARTY ALPR

Many local governments, businesses and HOAs have entered contracts with companies who provide ALPR services ("Third Party ALPR" providers"). The Orange County Sheriff's Department can use ALPR equipment and data owned by Third Party ALPR providers if there is an agreement with the contracting entity. Allied law enforcement agencies can also share their ALPR data with members from the Orange County Sheriff's Department. Third Party ALPR data is to be handled consistent with California Civil Code sections 1798.90.5 et seq.

The owner of the "Third Party ALPR" system is responsible for the retention of data, as well as, any PRA requests related to the system they own. Any PRA requests for data from a Third Party ALPR system shall be governed by the Third Party ALPR provider's PRA policy and practices. Members of the Orange County Sheriff's Department will not retain data from "Third Party ALPR" systems unless that specific information is used during official OCSD duties and saved by OCSD.

463.8 CREATION AND USE OF "HOT LIST" OR "CUSTOM HOT LISTS"

Hot Lists are lists of vehicles or license plates associated with active investigations. Third party ALPR systems may automatically generate Hot Lists for license plate information that has been

Automated License Plate Readers (ALPRs) Usage and Privacy Policy

entered into the California Law Enforcement Telecommunication System (CLETS). Examples of investigations include Amber Alerts or other missing children, Silver Alerts or other critical missing elderly persons, missing adults, stolen vehicles, or stolen license plates. The purpose of these lists is to alert OCSO personnel that a vehicle displaying a license plate number that is included on a Hot List has been observed by an ALPR camera.

Custom Hot Lists can also be created for active investigations or official department business but may only be created by authorized members.

1. Authorized members permitted to create a "Custom Hot List" include:
 - (a) Deputies assigned to the Real Time Operations Center (RTOC)
 - (b) Investigators
 - (c) Investigative Assistants
 - (d) Research/Crime Analysts
 - (e) Sergeants
 - (f) Deputy IIs assigned to the Traffic Office responsible for Traffic Collision Investigations
2. All Custom Hot Lists must be approved by a Sergeant prior to posting or distributing.
3. When a member receives a Hot List or Custom Hot List alert, the member must verify:
 - (a) The ALPR read was accurate.
 - (b) The issuing state matches the plate on record.
 - (c) The circumstances that triggered the alert for a stolen vehicle or lost/missing/stolen license plate are still valid by verifying through CLETS.
 - (d) Circumstances that triggered the alert for all other cases not listed in subsection (c) must be accompanied with independent reasonable suspicion or legal justification for a detention.
 - (e) The type of response requested in a Custom Hot List entry (e.g., Stop and FI, Crime Vehicle, Felony Warrant, etc.).
4. If the record in the Hot List or Custom Hot List was created based on the wanted status of the registered owner (the registered owner has an outstanding warrant for their arrest), the Department Member must be cognizant of the fact the driver may not be the wanted subject and should have independent reasonable suspicion or legal justification for the stop.
5. Members must have reasonable suspicion to initiate a traffic enforcement stop on the vehicle, independent from the Hot List or Custom Hot List alert.

463.9 SHARING AND RELEASING ALPR DATA

Pursuant to Civil Code Section 1798.90.55, subdivision (b), ALPR data shall not be sold, shared, or transferred, except to another public agency, and only as otherwise permitted by law. SB 34 does not permit California LEAs to share ALPR information with private entities or out-of-state

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or federal agencies, including out-of-state and federal law enforcement agencies. Members may share ALPR data on a case-by-case basis with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

1. The agency makes a written request for the ALPR data that includes:
 - (a) The name and description of the agency.
 - (b) The name of the person requesting the information.
 - (c) The intended purpose of obtaining the information.
 - (d) A statement that the data will be kept confidential and will not be used or disclosed in any manner that is prohibited by California Civil Code section 1798.90.5 et seq.; Penal Code section 13778.2; Government Code sections 7284.6 and 7921.505, subdivision (c)(5); or any other laws that currently exist.
2. The request must be reviewed by the authorized designee within the Records Division and approved before the request is fulfilled.
3. The approved request is sent to the Technology Division and is retained on file by the Technology Division according to the County of Orange retention requirements.

ALPR data authorized to be shared with other Law Enforcement agencies for access to the requesting agency's independent ALPR searches must be accompanied by the Department's ALPR Sharing MOU. The Technology Division will retain all ALPR MOUs, grant/deny access to the requesting agency, and ensure compliance with MOU requirements.

Requests for ALPR data by non-law enforcement or non-prosecutorial public agencies shall be processed at the direction of the Records Division. (See Section 463.7 Third Party ALPR above regarding PRA requests involving Third Party Providers.)

In responding to a Public Records Act request or compulsory process in litigation seeking the production of ALPR information, California LEAs should consider all applicable privileges and exemptions depending on the nature of the request, bearing in mind the command in Civil Code section 1798.90.55, subdivision (b), that an ALPR end-user or operator "shall not sell, share, or transfer ALPR information, except to another public agency, and only as otherwise permitted by law."

The release of ALPR data which has been uploaded to the DEMS or copied to disc format and booked into evidence shall be released in accordance with Policy 802 - Property and Evidence.

463.10 TRAINING

Department training for use of ALPR systems shall address compliance with this policy including data privacy and security.

The Field Training Bureau shall ensure that members assigned to the Patrol Operations Command receive Department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

Orange County Sheriff-Coroner Department

Orange County SD Policy Manual

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The Real Time Operations Center Supervisor will ensure that Members assigned to the Operations Support & Intelligence Division, and any other authorized user receive Department-approved training for those authorized to use or access the ALPR system through OCSD access (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

Name	Address	Latitude	Longitude	Number of Lanes	Speed Limit (mph)
EB El Toro Rd E of 73 Toll Rd. Aliso Viejo	El Toro Rd - 73 Toll Rd. Aliso Viejo	33.59146795	-117.7508123	2	50
SB Aliso Creek Rd N of Hummingbird Ln. Aliso Viejo	Aliso Creek Rd - El Toro Rd. Aliso Viejo	33.59832313	-117.7461046	2	50
NB Aliso Creek Rd @ Hummingbird Ln. Aliso Viejo	Aliso Creek Rd - Hummingbird Ln. Aliso Viejo	33.59833215	-117.7454343	2	50
EB Via Iglesia W of Moulton Pkwy. Aliso Viejo	Via Iglesia - Moulton Pkwy. Aliso Viejo	33.60088156	-117.7173498	3	25
NB Moulton Pkwy @ Calle Cortez. Laguna Woods	Moulton Pkwy - Calle Cortez. Aliso Viejo	33.60384429	-117.7192643	3	45
SB Moulton Pkwy @ Calle Cortez. Laguna Woods	Moulton Pkwy - Calle Cortez. Laguna Woods	33.60349488	-117.7194285	3	45
WB Glenwood Dr W of Moulton Pkwy. Laguna Hills	Glenwood Dr - Moulton Pkwy. Laguna Hills	33.59591139	-117.7161587	2	50
EB Glenwood DR @ Da Vinci. Aliso Viejo	Glenwood Dr - Da Vinci. Aliso Viejo	33.59547106	-117.7186549	2	50
WB Aliso Viejo Pkwy W of Moulton Pkwy. Laguna Hills	Aliso Viejo Pkwy - Moulton Pkwy. Laguna Hills	33.59143961	-117.7133481	3	50
EB Aliso Viejo Pkwy @ Briarglen. Aliso Viejo, CA	Aliso Viejo Pkwy - Briarglen. Aliso Viejo	33.59031252	-117.7141411	3	50
WB Alicia Pkwy W of Ramona St. Laguna Hills	Alicia Pkwy - Ramona St. Laguna Hills	33.58075615	-117.708802	3	45
EB Alicia Pkwy E of Laurelmont. Aliso Viejo, CA	Alicia Pkwy - Laurelmont. Aliso Viejo	33.57905772	-117.7093312	3	45
WB La Paz Rd W of 73 Toll Rd. Aliso Viejo	La Paz Rd - 73 Toll Rd. Aliso Viejo	33.57229981	-117.7075064	3	45
EB La Paz Rd W of 73 Toll Rd. Aliso Viejo	La Paz Rd - 73 Toll Rd. Aliso Viejo	33.57248065	-117.7070053	3	45
WB Pacific Park Dr W of Moulton Pkwy. Aliso Viejo	Pacific Park Dr - Moulton Pkwy. Aliso Viejo	33.5724208	-117.7012203	3	45
WB Pacific Park Dr W of La Paz Rd. Aliso Viejo	Pacific Park Dr - La Paz Rd. Aliso Viejo	33.56951161	-117.7078705	3	45
WB Pacific Park Dr W of Alicia Pkwy. Aliso Viejo	Pacific Park Dr - Alicia Pkwy. Aliso Viejo	33.57156676	-117.7144816	3	50
WB Aliso Creek Rd W of Alicia Pkwy. Laguna Niguel	Aliso Creek Rd - Alicia Pkwy. Laguna Niguel	33.55572513	-117.7181433	3	50
EB Aliso Creek Rd E of Wood Canyon Dr. Aliso Viejo	Aliso Creek Rd - Wood Canyon Dr. Aliso Viejo	33.55585174	-117.7208257	3	50
SB Enterprise S of Pacific Park Dr. Aliso Viejo	Enterprise - Pacific Park Dr. Aliso Viejo	33.58538564	-117.7341991	2	35
WB Pacific Park Dr W of 73 Toll Rd. Aliso Viejo	Pacific Park Dr - Enterprise. Aliso Viejo	33.58550796	-117.7345653	2	50
EB Pacific Park Dr W of 73 Toll Rd. Aliso Viejo	Pacific Park Dr - Enterprise. Aliso Viejo	33.58581112	-117.7339298	3	50
WB Glenwood Dr W of Brookline. Aliso Viejo	Glenwood Dr - Brookline. Aliso Viejo	33.59037956	-117.7316998	2	50
EB Aliso Creek Rd E of 73 Toll Rd. Aliso Viejo	Aliso Creek Rd - 73 Toll Rd. Aliso Viejo	33.5819159	-117.719742	3	50
WB Aliso Creek Rd W of Windsong. Aliso Viejo	Aliso Creek Rd - Windsong. Aliso Viejo	33.58436834	-117.719631	2	50
WB Aliso Creek Rd W of 73 Toll Rd. Aliso Viejo	Aliso Creek Rd - 73 Toll Rd. Aliso Viejo	33.57923996	-117.7223509	3	50
EB Aliso Creek Rd E of Summerfield. Aliso Viejo	Aliso Creek Rd - Summerfield. Aliso Viejo	33.57667201	-117.7231271	3	50
The Commons	26541 Aliso Creek Rd. Aliso Viejo	33.57781642	-117.7249184	Optional PTZ Camera	
Aliso Viejo Town Center	26601 Aliso Creek Rd. Aliso Viejo	33.5755216	-117.7252197	Optional PTZ Camera	
Aliso Viejo Town Center	26775 Aliso Creek Rd. Aliso Viejo	33.57266907	-117.725146	Optional PTZ Camera	
Aliso Creed Rd & Pacific Park Dr	Aliso Creek Rd - Pacific Park. Aliso Viejo	33.57074572	-117.7230722	Optional PTZ Camera	

Surveillance Evaluation and Benefits of ALPR Systems

(1) A description of the surveillance technology, including how it works and what information it captures;

A fixed ALPR system captures the date, time, location, license plate (state, partial, paper, and no plate), and vehicle characteristics (make, model, type, and color) of passing vehicles. FLOCK ALPR cameras are positioned to capture rear license plates only and are not designed to capture images of vehicle occupants. Flock cameras do not use facial recognition technology or capture other personal information from residents or drivers beyond license plate and vehicle data. ALPR data is transmitted in an encrypted format to, and stored by, Flock Safety, consistent with Criminal Justice Information System (CJIS) protocols. The Department will access the data via a web-based platform.

(2) Information on the proposed purpose, use and benefits of the surveillance technology;

Purpose & Use: Recent years have seen regional increases in catalytic converter thefts, auto burglaries, vehicle thefts and organized retail thefts. The region has also experienced several brazen robberies and residential burglaries. Those responsible for such crimes commonly use a vehicle to travel to and flee from the crime scene. Moreover, they often engage in criminal offenses involving multiple jurisdictions, and commonly arrive in a stolen vehicle, a vehicle bearing stolen plates, or a vehicle that law enforcement has previously connected to verified criminal activity. Identifying such vehicles, via fixed ALPR, as they enter a target area provides law enforcement an opportunity to intervene before additional crimes are committed, and potentially apprehend wanted persons or recover stolen property. ALPR data also provides investigators with an additional technique to identify and apprehend offenders once a crime has already occurred. Deployment of fixed ALPR result in a marked increase in the recovery of stolen vehicles and report investigative success stories attributable to ALPR data.

Benefits of Usage: The use of ALPR technology provides several potential benefits:

- ***Real-Time Alerts:*** When a real-time ALPR alert occurs, notifying police of the presence of a wanted or stolen vehicle, officers can respond to the area to search for the vehicle. If officers locate the vehicle, prior to making an enforcement stop, they visually confirm the plate number and manually check it against law enforcement databases to confirm the accuracy of the ALPR information and the legal justification for the stop.
- ***Deterrence:*** Even if officers are unable to locate and stop the vehicle in question, suspects may see the police response and be deterred from further criminal activity. Indeed, the mere presence of the fixed ALPR cameras may act as a

deterrent. Police personnel have reported to staff that some criminals will intentionally target jurisdictions without ALPR technology and avoid those where it is in use.

- *Solving Crimes Already Committed:* Commonly, by the time a crime is reported to police, the suspects have already fled the area, and it is the job of police to identify and locate the suspects later. While victims and witnesses can often provide a description of the vehicle used by a suspect, those descriptions are frequently incomplete (e.g., a partial license plate number, vehicle type and color only) or consist of a license plate number that corresponds to a stolen vehicle or a stolen plate. Investigators can turn that imperfect information into actionable leads by querying the ALPR database. Existing DMV databases do not offer this capability.
- *Regional Coordination:* ALPR data sharing among local law enforcement partners allows agencies to collaboratively investigate, identify and apprehend multijurisdictional offenders, or those who commit crimes in one jurisdiction but reside in another. For example, in the case of organized retail thieves, ALPR data sharing may allow investigators to connect multiple cases across disparate jurisdictions, share evidence, and obtain the best prosecutorial outcomes.
- *Expanded Searchable Data Set:* Private entities (e.g., shopping centers, individual retailers) utilizing ALPR cameras can share their data with local law enforcement, to include real-time alerts. This is a one-way share. In other words, an entity that shares its ALPR data with law enforcement does not gain access to law enforcement data in return. The investigative usefulness of an ALPR system is greatly enhanced as its searchable data set increases, whether from other law enforcement contributors or private entities.

The Orange County Sheriff's Department believes that the deployment of a fixed ALPR system would support crime prevention, criminal apprehension, stolen vehicle recovery, and criminal investigation.

City of Aliso Viejo

AGENDA ITEM



DATE: November 19, 2015

TO: Mayor and City Council

FROM: Scott C. Smith, City Attorney

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO REPEALING SECTION 2.04.150 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO LOCAL CAMPAIGN CONTRIBUTION LIMITS TO BE REPLACED BY STATUTORY DEFAULT LIMITS

Recommended Action:

Staff recommends the City Council introduce for first reading, an Ordinance of the City Council of the City of Aliso Viejo Repealing Section 2.04.150 of Chapter 2.04 relating to local campaign contribution limits to be replaced by statutory default limits.

Background:

The City has previously adopted local limits on campaign contributions as permitted under AB 571 (codified in California Government Code Sections 85301, 85303, 85304.5, 85305, 85306, 85307, 85315, 85316, 85317, 85318, and 85702.5). If a city chooses not to adopt separate limits, the state contribution limits, published by the Fair Political Practices Commission (FPPC) and indexed biennially, serve as default limits. In order to revert to the statutory default campaign contribution limits, Aliso Viejo Municipal Code Section 2.04.150 must be repealed so that the limits issued by the State and so the Fair Political Practices Commission enforcement mechanisms apply.

Discussion:

Beginning on January 1, 2021, State law contained campaign contribution limits that applied by default to every California city and county candidate, unless that agency's governing body adopted lower local limits. Those limits began at \$3,000 and have now been indexed to \$5,900. Aliso Viejo adopted the local, unindexed limit of \$1,000 codified in AVMC Section 2.04.150.

The attached Ordinance would repeal Section 2.04.150, allowing the above-referenced default provisions of the Government Code to take effect. The FPPC does not monitor or enforce local limits on contributions if they differ from the statutory defaults. By reverting

to the defaults, the City may again rely on the FPPC to track and enforce the default statutory limits.

Staff recommends the City Council consider introduction for first reading, an Ordinance of the City Council of the City of Aliso Viejo repealing Section 2.04.150 of the Aliso Viejo Municipal Code relating to Local Campaign Contribution Limits to be replaced by statutory default limits.

Attachment:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, REPEALING SECTION 2.04.150 OF THE ALISO VIEJO MUNICIPAL CODE RELATING TO LOCAL ELECTION CAMPAIGN CONTRIBUTION LIMITS TO BE REPLACED BY STATUTORY DEFAULT LIMITS

WHEREAS, Assembly Bill No. 571 ("AB 571") imposed default, indexed campaign contribution limit upon cities and counties effective January 1, 2021, together with a regulatory structure to monitor and enforce the limit; and

WHEREAS, pursuant to California Government Code Section 85702.5, the City of Aliso Viejo adopted its own, lower local campaign contribution limit; and

WHEREAS, in adopting this Ordinance, it is the City Council's intention to promote transparency and ensure a fair election process through utilization of the State's default contribution limits and enforcement mechanism, tying them instead the state adjusted limit per Government Code Sections 85301(a) and (d) adjusted by the Commission pursuant to Section 83124; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this 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 as if fully set forth herein.

SECTION 2. CEQA. The City Council finds that the proposed amendments to the Aliso Viejo Municipal Code are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. Code Amendment. Section 2.04.150 relating to City Council Campaign Finance Limitations and Regulations is hereby repealed.

SECTION 4. Statutory Compliance. The default campaign contribution limits found in Government Code Sections 85301 and 83124 shall hereafter apply as monitored and enforced by the California Fair Political Practices Commission.

SECTION 5. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once within 15 days of adoption in a newspaper of general circulation printed and published within the City of

Aliso Viejo, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with California Government Code, section 36933.

SECTION 6. Effective Date. This Ordinance shall become effective 30 days after its adoption.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Tiffany Ackley
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, hereby certify that foregoing Ordinance No. _____ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the ____ day of _____, 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. _____ duly passed and adopted by the Aliso Viejo City Council at its regular meeting held _____, and that the Summary of the Ordinance was published on _____ and _____ in the Laguna Niguel News.

KATHY BAILOR
INTERIM CITY CLERK

(SEAL)