AGENDA

ALISO VIEJO CITY COUNCIL
WEDNESDAY, AUGUST 17, 2022
6:30 PM CLOSED SESSION
7:00 PM REGULAR MEETING

City Hall
Council Chambers
12 Journey
Aliso Viejo, CA

Mayor Ross Chun
Mayor Pro Tem Richard W. Hurt
Councilmember Tiffany Ackley
Councilmember David C. Harrington
Councilmember Mike Munzing

SPECIAL NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On September 16, 2021, Assembly Bill 361 (AB 361) was signed by Governor Newsom, to allow for the City Council to attend City Council meetings telephonically and for the public to participate in the City Council meeting by electronic means.

Given the health risks associated with COVID-19, state and local officials are recommending measures to promote social distancing; therefore, the City of Aliso Viejo will not have the Council Chambers open to the public for this meeting. Members of the public may access the meeting live using any of the following sources:

- Cox Communications Channel 851
- AT&T U-Verse Channel 99
- Online at www.avcity.org
- Online via GoToWebinar at https://attendee.gotowebinar.com/register/1774672665416229647

Public comments may be submitted by calling (949) 425-2509 to leave a recorded message by 4:00 pm on the day of the meeting or via email to Community-Input@avcity.org. Alternatively, public comments may be submitted by logging onto the meeting through this link and using the "Raise Hand" feature: https://attendee.gotowebinar.com/register/1774672665416229647. Comments are limited to three minutes each.

WELCOME to the City of Aliso Viejo City Council meeting.

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.

DAVID A. DOYLE	SCOTT C. SMITH	MITZI ORTIZ
CITY MANAGER	CITY ATTORNEY	CITY CLERK

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

CALL TO ORDER: CONVENE SPECIAL MEETING

PUBLIC COMMENTS:

CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: 120 Playa Circle, Aliso Viejo, 92656
Agency Negotiators: City Manager
Negotiating Parties: City of Aliso Viejo, Alyssa Walker and/or their authorized agent(s)
Under Negotiation: Price and terms of payment

CALL TO ORDER: CONVENE REGULAR MEETING

ROLL CALL

PLEDGE OF ALLEGIANCE:

REPORT FROM CLOSED SESSION:

1. SPECIAL PRESENTATIONS:

1.1. FEATURED BUSINESS OF THE MONTH - COLD STONE CREAMERY
Certificate of Recognition

1.2. TRUSTED PARTNER RECOGNITIONS - SOUTH COUNTY OUTREACH AND FAMILY ASSISTANCE MINISTRIES
Certificate of Recognition - South County Outreach
Certificate of Recognition - Family Assistance Ministries

1.3. STATE OF THE CITY VIDEO

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

3. COMMUNITY INPUT:
Members of the public wishing to address the City Council can submit public comments by calling (949) 425-2509 to leave a recorded by 4:00 pm on the day of the meeting or via email to Community-Input@avcity.org. Written comments will be read into the record and recorded messages will be aired during the meeting. Alternatively, public comments may be submitted by logging onto the meeting through this link and using the "Raise Hand" feature: https://attendee.gotowebinar.com/register/1774672665416229647. Comments are limited to three (3) minutes each. 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.

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 read by title, and further reading is waived.

4.2. RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action: Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

Staff Report

Attachment 1 - Resolution No. 2021-27

4.3. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the July 20, 2022 Regular Meeting.

Draft Minutes - July 20, 2022 Regular Meeting

4.4. ACCOUNTS PAYABLE

Recommended Action:

1. Ratify accounts payable checks and electronic funds transfers issued July 25, 2022, in the amount of $750,932.53;
2. Ratify accounts payable checks and electronic funds transfers issued July 28, 2022, in the amount of $1,154.11; and
3. Ratify accounts payable checks and electronic funds transfers issued August 4, 2022, in the amount of $2,263,912.05.

Staff Report

Attachment 1 - Accounts Payable Report

4.5. TREASURER'S STATEMENT – JUNE 2022

Recommended Action: Approve June 2022 Treasurer's Statement.

Staff Report

Attachment 1 - June'22 Treasurer's Report

4.6. CONTRACT WITH CT CONSTRUCTION SERVICES FOR CITY HALL SUITE 200 IMPROVEMENTS

Recommended Action:

1. Award a contract in the amount of $106,491 to CT Construction Services, Inc. for the City Hall Suite 200 Improvements project;
2. Authorize the City Manager to execute a contract with CT Construction Services, Inc.; and
3. Authorize City staff to make total compensation to CT Construction Services, Inc. up to $106,491 plus $21,298 (20% of the contract amount) to allow for contingencies, totaling $127,789.

Staff Report

Attachment 1 - Contract

5. PUBLIC HEARINGS:

5.1. FENNEL MEDITERRANEAN RESTAURANT (PA22-011): AN ADMINISTRATIVE USE PERMIT TO ESTABLISH AN ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE TYPE 47 (ON-SALE GENERAL – EATING PLACE) IN CONJUNCTION WITH A NEW

RESTAURANT (FENNEL MEDITERRANEAN RESTAURANT) AND A SITE DEVELOPMENT PERMIT (SDP) FOR EXTERIOR MODIFICATIONS TO THE BUILDING INCLUDING THE ENCLOSURE OF AN EXISTING PATIO WITHIN AN EXISTING TENANT SPACE LOCATED AT 26611 ALISO CREEK ROAD, SUITE A (ALISO VIEJO TOWN CENTER).

Recommended Action: Staff recommends the City Council continue the public hearing to September 7, 2022.

Staff Report

5.2. PLANNING APPLICATION PA22-012: SITE DEVELOPMENT PERMIT (SDP) FOR EXTERIOR MODIFICATIONS TO THE BUILDING AND COMMON AREAS, AND AN EXCEPTION PERMIT (EP) TO ALLOW THE OUTDOOR PATIO TO EXCEED 1,000 SQUARE FEET (PROPOSED AT 1,215 SQUARE FEET) AND PROJECT DESIGN FEATURES TO MITIGATE THE OPERATIONAL SOUND IMPACTS ON SURROUNDING BUSINESSES AND SENSITIVE USES, LOCATED IN AN EXISTING TENANT SPACE OF THE COMMONS (26541 ALISO CREEK ROAD, #F); AND A CONDITIONAL USE PERMIT (CUP) TO ESTABLISH AN ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE TYPE 47 (ON-SALE GENERAL – EATING PLACE AND BEER AND WINE FOR OFFSITE CONSUMPTION) FOR A FULL-SERVICE RESTAURANT (EUREKA!) OFFERING OUTDOOR DINING WITH LATE NIGHT HOURS

Recommended Action:

1. Open and conduct the continued public hearing;
2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities);
3. Adopt a Resolution approving a Conditional Use Permit (CUP) to establish an Alcoholic Beverage Control (ABC) License Type 47 (On-Sale General – Eating Place and Offsite consumption) in conjunction with a new restaurant “Eureka!”; and
4. Adopt a Resolution approving a Site Development Permit (SDP) to allow for exterior modifications including a new outdoor dining area, a new color scheme for the facade, and new landscaping, and an Exception Permit (EP) to allow the size of the outdoor dining area to exceed the code limit of 1,000 square feet (proposed at 1,215 square feet) and use design features to mitigate the operational sound impacts of the patio on surrounding businesses and sensitive uses for an existing tenant space of The Commons located at 26541 Aliso Creek Road, #F.

Staff Report
Attachment 1 - Resolution for CUP
Attachment 2 - Resolution for SDP and EP
Attachment 3 - Project Description Letter
Attachment 4 - Project Plans
Attachment 5 - Police Services Report
Attachment 6 - Noise Analysis Report
Attachment 7 - Presentation

6. DISCUSSION:

6.1. SELECTION OF VOTING DELEGATE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING

Recommended Action: Designate a voting delegate and up to two alternates for the League of California Cities Annual Business Meeting to be held on September 9, 2022 at the Long Beach Convention Center.

Staff Report

Attachment 1 - CalCities Memo

7. CITY MANAGER' S REPORT:

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

9. ADJOURNMENT:

The next regularly scheduled City Council meeting is September 7, 2022.

Certificate of Recognition

Presented to

COLD STONE CREAMERY

Aliso Viejo
Business of the Month
August 2022

Presented this 17th day of August, 2022

Ross Chun, Mayor

Certificate of Recognition

Presented to

SOUTH COUNTY OUTREACH

Trusted Partner Supporting the City of Aliso Viejo

August 2022

Presented this 17th day of August, 2022

Ross Chun, Mayor

Certificate of Recognition

Presented to

FAMILY ASSISTANCE MINISTRIES

Trusted Partner Supporting the City of Aliso Viejo

August 2022

Presented this 17th day of August, 2022

Ross Chun, Mayor

City of Aliso Viejo
AGENDA ITEM

DATE: August 17, 2022

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action:

Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

Fiscal Impact:

None.

Background:

Assembly Bill 361 ("AB 361"), effective October 1, 2021, waives certain provisions of the Ralph M. Brown Act and allows legislative bodies to meet virtually until January 1, 2024, provided there is a state of emergency and either:

1. state or local officials have imposed or recommended measures to promote social distancing; or
2. the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

Under AB 361, the City is not required to allow public access at teleconference locations; however, the City must provide access to meetings via a call-in option or internet-based service option so that members of the public may address the City Council in real time. Additionally, every 30 days the City Council must reconsider the state of emergency and make the determination to continue meeting virtually in accordance with AB 361.

Discussion:

On October 20, 2021, the City Council adopted Resolution No. 2021-27 authorizing virtual City Council meetings under AB 361, having found and determined that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials have

recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. At subsequent meetings, the City Council has reconfirmed the findings and extended the resolution pursuant to AB 361.

Staff will agendize this matter for consideration at each City Council meeting until such time as the state of emergency has been terminated or the City Council determines that conditions no longer exist to prevent meeting safely in person.

Staff recommends that the City Council reconfirm the findings in Resolution No. 2021-27 continue to exist and approve the extension of the resolution.

Attachment:

1. Resolution No. 2021-27

RESOLUTION NO. 2021-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

WHEREAS, the Aliso Viejo City Council ("Council") is committed to preserving and nurturing public access and participation in meetings of the Council; and

WHEREAS, with the exception of closed sessions, all meetings of the Council are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in the Council's meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing theCOVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the BrownAct to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor's executive orders, the Council has been holding virtual meetings during the pandemic in the interest of protecting the health and safety ofthe public, staff, and Councilmembers; and

WHEREAS, the Governor's executive order related to the suspension of certain provisions of the Brown Act expires on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed Assembly Bill 361 (in effect asof October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would presentimminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in Orange County, specifically, a state of emergency has been proclaimed related to COVID-19, state and local officials are recommending measures to promote social distancing, and because of the ongoing threatof COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

NOW, THEREFORE, BE IT RESOLVED BY THE ALISO VIEJO CITY COUNCIL AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and areincorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. Consistent with the provisions of Government Code Section 54953(e), the Council finds and determines that (1) a state ofemergency related to COVID-19 is currently in effect; (2) state and local officials have recommended measures to promote social distancing in connection with COVID-19; and (3) due to the COVID-19 emergency, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Council authorizes staff to conduct remote teleconference meetings of the Council under the provisions of Government Code Section 54953(e).

Section 3. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless earlier extended by a majority vote of the Council in accordance with Section 4 of this Resolution.

Section 4. Extension by Motion. The Council may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED, APPROVED AND ADOPTED this 20th day of October, 2021.

Tiffany Ackley
Mayor

APPROVED AS TO FORM:

Scott C. Smith
City Attorney

ATTEST:

Mitzi Ortiz, MMC
City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that foregoing Resolution No. 2021-27 was duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 20th day of October 2021, by the following roll call vote, to wit:

AYES: Mayor Ackley, Mayor Pro Tem Chun, Councilmembers Harrington, Hurt and Munzing

NOES: None

ABSENT: None

MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

CITY OF ALISO VIEJO
CITY COUNCIL MINUTES
REGULAR MEETING
July 20, 2022, 7:00 P.M.
Council Chambers, City Hall, 12 Journey
Aliso Viejo, California

City Council conducted this meeting in accordance with California Government Code Section 54953(e)(2) and COVID-19 pandemic protocols.

CALL TO ORDER: Mayor Chun called the Regular Meeting of the City Council of the City of Aliso Viejo to order at 7:04 p.m.

ROLL CALL:

PRESENT: MAYOR ROSS CHUN *(via teleconference)*
MAYOR PRO TEM RICHARD HURT *(via teleconference)*
COUNCILMEMBER DAVID C. HARRINGTON *(via teleconference)*
COUNCILMEMBER MIKE MUNZING *(via teleconference)*

ABSENT: COUNCILMEMBER TIFFANY ACKLEY

STAFF PRESENT: DAVID A. DOYLE, CITY MANAGER
SCOTT C. SMITH, CITY ATTORNEY
MITZI ORTIZ, CITY CLERK
ANN EIFERT, FINANCIAL SERVICES DIRECTOR
SHAUN PELLETIER, PUBLIC WORKS DIRECTOR
GEORGE BUELL, INTERIM COMMUNITY DEVELOPMENT DIRECTOR
ROSE RIVERA, SENIOR PLANNER
LIZZY MENDOZA, RECREATION & COMMUNITY SERVICES MANAGER
ISAAC AZIZ, INFORMATION TECHNOLOGY MANAGER
CAPT. SCOTT MERRILL, CHIEF OF POLICE SERVICES

REPORT FROM CLOSED SESSION

City Attorney Scott Smith reported that during Closed Session on June 15, 2022, the City Council considered real property negotiations for 38 Colonial Way, Aliso Viejo, and unanimously authorized terms to purchase the property. All parties have since executed the purchase and sale agreement, which is available to the public.

PLEDGE OF ALLEGIANCE: Financial Services Director Ann Eifert led the pledge of allegiance.

1. SPECIAL PRESENTATIONS:

1.1. TRUSTED PARTNER RECOGNITION - CR&R ENVIRONMENTAL SERVICES

Mayor Chun presented the certificate of recognition to CR&R Environmental Services.

2. ADDITIONS, DELETIONS, REORDERING TO THE AGENDA:

None.

3. COMMUNITY INPUT:

1. Lesa Lockridge expressed concern with e-bike and teen activity at Aliso Viejo Town Center and Grand Park.
2. Dean Morrison expressed concern with e-bike and teen activity at Aliso Viejo Town Center and Grand Park.

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 Hurt seconded to approve the recommended actions. Motion carried 4-0-1, with Councilmember Ackley absent.

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 read by title, and further reading is waived.

4.2. RESOLUTION EXTENSION AUTHORIZING VIRTUAL CITY COUNCIL MEETINGS PURSUANT TO ASSEMBLY BILL 361

Recommended Action: Move to reconfirm findings under Assembly Bill 361 and extend Resolution No. 2021-27 to continue virtual City Council meetings.

4.3. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes as submitted for the June 15, 2022 Special Meeting and the June 15, 2022 Regular Meeting.

Motion: Councilmember Munzing moved and Mayor Pro Tem Hurt seconded to approve the recommended actions. Motion carried 3-0-1-1, with Councilmember Munzing abstaining and Councilmember Ackley absent.

4.4. ACCOUNTS PAYABLE

Recommended Action:
1. Ratify accounts payable checks and electronic funds transfers issued June 9, 2022, in the amount of $347,713;
2. Ratify accounts payable checks and electronic funds transfers issued June 23, 2022, in the amount of $677,978.96; and
3. Ratify accounts payable checks and electronic funds transfers issued July 11, 2022, in the amount of $670,622.87

4.5. TREASURER'S STATEMENTS – APRIL AND MAY 2022

Recommended Action: Approve April and May 2022 Treasurer's Statements.

4.6. APPROPRIATIONS LIMIT – FISCAL YEAR 2022-23

Recommended Action: Adopt Resolution 2022-19 setting the Proposition 4 (GANN) Appropriations limit for Fiscal Year (FY) 2022-23 at $53,660,602.

4.7. RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 (GLENWOOD AT ALISO VIEJO) AUTHORIZING THE ANNUAL LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2022-23

Recommended Action: Adopt Resolution 2022-20 of the City Council, acting as the legislative body of Community Facilities District No. 2005-01 (Glenwood at Aliso Viejo), authorizing the annual levy of special taxes for fiscal year 2022-23.

4.8. FIRST AMENDMENT TO THE CONTRACT FOR THE FY22-23 SLURRY SEAL AND REHABILITATION PROJECT

Recommended Action:
1. Approve a First Amendment to the Contract with All American Asphalt for the FY22-23 Slurry Seal and Rehabilitation project that increases the contract amount by $256,162.50 for a total authorization amount of $1,755,215.91;
2. Authorize the City Manager to execute the First Amendment to the Contract; and
3. Approve the appropriation of $248,215.91 from the Measure M fund balance.

4.9. FIRST AMENDMENT TO THE AGREEMENT FOR AQUATIC CENTER EQUIPMENT MAINTENANCE SERVICES – KNORR SYSTEM

Recommended Action:
1. Approve a First Amendment to the Agreement with Knorr Systems, Inc. to perform Equipment Maintenance Services at Aquatic Center that increases the agreement amount by $50,000.00 for a total agreement amount of $170,000.00; and
2. Authorize the City Manager to execute the First Amendment to the Agreement.

4.10. SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CIVIC SOLUTIONS, INC. FOR COMMUNITY DEVELOPMENT SERVICES

Recommended Action: Approve and authorize the City Manager to execute a Second Amendment to the Professional Services Agreement with Civic Solutions, Inc. for Community Development Services to increase the total compensation by $70,000 for an amount not to exceed $120,000.

4.11. AGREEMENT FOR FY 2022-23 CROSSING GUARD SERVICES

Recommended Action: Authorize the City Manager to execute the agreement with All City Management Services, Inc. for school crossing guard services.

5. PUBLIC HEARINGS:

5.1. FENNEL MEDITERRANEAN RESTAURANT (PA22-011): AN ADMINISTRATIVE USE PERMIT TO ESTABLISH AN ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE TYPE 47 (ON-SALE GENERAL – EATING PLACE) IN CONJUNCTION WITH A NEW RESTAURANT (FENNEL MEDITERRANEAN RESTAURANT) AND A SITE DEVELOPMENT PERMIT (SDP) FOR EXTERIOR MODIFICATIONS TO THE BUILDING INCLUDING THE ENCLOSURE OF AN EXISTING PATIO WITHIN AN EXISTING TENANT SPACE LOCATED AT 26611 ALISO CREEK ROAD, SUITE A (ALISO VIEJO TOWN CENTER)

City Manager David Doyle provided an overview. Mayor Chun opened the public hearing. There were no comments.

Recommended Action: Staff recommends the City Council continue the public hearing to August 17, 2022, or September 7, 2022.

Motion: Councilmember Munzing moved and Mayor Pro Tem Hurt seconded to continue the public hearing to August 17, 2022. Motion carried 4-0-1, with Councilmember Ackley absent.

5.2. PA22-012 – CONDITIONAL USE PERMIT AND ADDITIONAL ACTIONS FOR "EUREKA!" WHICH IS LOCATED AT 26541 ALISO CREEK ROAD, ALISO VIEJO (THE COMMONS)

City Manager David Doyle provided an overview. Mayor Chun opened the public hearing. There were no comments.

Recommended Action: Staff recommends the City Council continue the public hearing to either August 17, 2022, or September 7, 2022.

Motion: Councilmember Harrington moved and Mayor Pro Tem Hurt seconded to continue the public hearing to August 17, 2022. Motion carried 4-0-1, with Councilmember Ackley absent.

5.3. REQUEST TO APPROVE PLANNING APPLICATION SDP 2022-00001 FOR A SITE DEVELOPMENT PERMIT TO ALLOW EXTERIOR MODIFICATIONS TO THE BUILDING AND PARKING LOT, INCLUDING REDESIGN OF THE PRIMARY BUILDING ELEVATIONS AND MODIFICATIONS TO THE HARDSCAPE, LIGHTING AND LANDSCAPING AT 26501-26503 ALISO CREEK ROAD (THE COMMONS AT ALISO VIEJO TOWN CENTER) AND DETERMINE THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM CEQA.

City Manager David Doyle introduced Senior Planner Rose Rivera, who provided an overview. Dennis Vaccaro, ValueRock Realty Partners, provided additional information. Staff and applicant responded to questions regarding Aliso Viejo Town Center. Mayor Chun opened the public hearing and the following persons provided comment:

1. Mindy Frosto-Swank inquired about potential tenants and solar lighting.

There were no other comments. Councilmembers commented on the matter. Mayor Chun closed the public hearing.

Recommended Action:
1. Open and conduct a public hearing;
2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities); and
3. Adopt Resolution 2022-21 approving Site Development Permit SDP 2022-00001 for a site development permit to allow for exterior modifications to the building and parking lot, including redesign of the primary building elevations, modifications to the hardscape, lighting and landscaping at 26501-26503 Aliso Creek Road.

Motion: Councilmember Harrington moved and Councilmember Munzing seconded to approve the recommended actions. Motion carried 4-0-1, with Councilmember Ackley absent.

6. DISCUSSION:

6.1. CARES ACT AND AMERICAN RESCUE PLAN ACT FUNDING UPDATE

City Manager David Doyle introduced Financial Services Director Ann Eifert, who provided an overview. Councilmembers commented on the matter.

Recommended Action: Receive and file update regarding Federal funding provided to the City in response to the COVID-19 pandemic.

No further action was taken.

7. CITY MANAGER' S REPORT:

City Manager David Doyle announced registration for Summer Camp and fall recreation programs; Shakespeare by the Sea to be held at 7:00 p.m. on August 4, 2022 at Soka

University; Furry Friends Pet Fair to be held from 9:00 a.m. to 12:00 p.m. on August 6, 2022 at Aliso Viejo Ranch; Movie Night to be held at 6:00 p.m. on August 26, 2022 at Aliso Viejo Middle School; and installation of public art piece "Onward" at Aliso Viejo Ranch.

8. ANNOUNCEMENTS / COUNCIL COMMENTS / COMMITTEE UPDATES:

Councilmember Harrington:
- Requested update on Aliso Viejo Ranch revenue

Councilmember Munzing:
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Attended Moulton Niguel Water District Public Safety Appreciation Event

Mayor Pro Tem Hurt:
- Requested update on recreation programs and events

Mayor Chun:
- Attended Aliso Viejo Community Association Park Bench Dedication Ceremony
- Commented on Aliso Niguel High School Dance Team car wash fundraiser
- Attended Aliso Viejo Chamber of Commerce Networking Breakfast
- Encouraged residents to visit Aliso Viejo Aquatic Center
- Met with Moulton Niguel Water District General Manager Joone Lopez

9. ADJOURNMENT: Mayor Chun adjourned the meeting at 8:16 p.m. to the regularly scheduled meeting of August 17, 2022.

Respectfully submitted: Approved by:

_____ _____

MITZI ORTIZ, MMC
CITY CLERK

ROSS CHUN
MAYOR

DRAFT

City of Aliso Viejo
AGENDA ITEM

DATE: August 17, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services

SUBJECT: ACCOUNTS PAYABLE

Recommended Actions:

1. Ratify accounts payable checks and electronic funds transfers issued July 25, 2022, in the amount of $750,932.53;
2. Ratify accounts payable checks and electronic funds transfers issued July 28, 2022, in the amount of $1,154.11; and
3. Ratify accounts payable checks and electronic funds transfers issued August 4, 2022, in the amount of $2,263,912.05.

Fiscal Impact:

Expenditures in the amount of $3,015,998.69.

Background:

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

Discussion:

The attached register containing checks and electronic funds transfers dated July 25, 2022, through August 4, 2022, for $3,015,998.69 is 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 accurate by the Director of Financial Services.

Attachment:

1. Accounts Payable Report

Accounts Payable
07/25/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
RJM DESIGN GROUP INC	JUN'22 ENG2229/1-5 POLARIS WAY - PUNCH WALK	542.50
CHOICE BUILDER	AUG'22 DENTAL INSURANCE	2,364.04
CHOICE BUILDER	AUG'22 VISION INSURANCE	356.34
LISA KALLESTAD	P#22-0499-REFUND-LISA KALLESTAD/67 ABBEYWOOD	500.00
		3,762.88
CITY COUNCIL		
AT&T	MAY'22-CC PHONES	246.85
	CITY COUNCIL TOTAL:	**246.85**
CITY MANAGER		
AT&T	MAY'22-HR PHONE	49.37
	CITY MANAGER TOTAL:	**49.37**
ECONOMIC DEVELOPMENT		
KOSMONT & ASSOCIATES	JUN'22 ECONOMIC DEVELOPMENT SERVICES PO#0564	3,811.85
	ECONOMIC DEVELOPMENT TOTAL:	**3,811.85**
CITY CLERK		
NETFILE, INC	FY22-23 ANNUAL SUBSCRIPTION	4,000.00
	CITY CLERK TOTAL:	**4,000.00**
FINANCE		
PARS	MAY'22 PARS REP FEES	300.00
CHOICE BUILDER	AUG'22 ADMIN FEE	35.00
	FINANCE TOTAL:	**335.00**
INFORMATION TECHNOLOGY		
COX COMMUNICATIONS, INC	6/10-7/9/22 ACCT#0202-CH-TV/CABLE	173.86
COX COMMUNICATIONS, INC	6/19-7/18/22 ACCT#9302-CH-SERVER ROOM INTERNET	85.39
AT&T	11/22-12/21/21-CH-ELEVATOR-MISSING INVOICE	1,124.73
NATHAN M KEETER	JUN'22 NETWORK SUPPORT & SECURITY ENGINEER	416.67
AT&T	6/19-7/18/22-CH-AT&T-FIBER-INTERNET	1,105.52
GO LIVE TECHNOLOGY INC	APR'22 LAND & ASSET MANAGEMENT SERVICES	5,940.00
AT&T	OCT'21 AT&T CH ALARM POTS LINE-CORRECTION PMT	1,115.89
AT&T	MAY'22-EOC 4 PHONES	106.25
AT&T	MAY'22-CH-4 MIFI	163.96
AT&T	MAY'22-EOC-4 MIFI	160.96
AT&T	MAY'22-CH-FLEET COMPLETE	128.10
AT&T	MAY'22 CITY MANAGER PHONE	871.74
AT&T	6/22-7/21/22-CH-ELEVATOR	1,108.11
ISAAC AZIZ	IA-7/12/22 ELECTRONIC DEVICE REIMBURSEMENT	1,650.00
STAPLES ADVANTAGE	IT OFFICE SUPPLIES	428.50
GOTO COMMUNICATIONS	JUL'22 CH JIVE VOIP PHONE SERVICE	1,858.66
LUNAVI, INC	JUL'22 OFFSITE BACKUP STORAGE SERVICE-ZERTO	1,493.86
ARGSOFT GROUP LLC	6/1/22-5/31/23 SERVER MONITORING SUPPORT	2,998.00
	INFORMATION TECHNOLOGY TOTAL:	**20,930.20**
NON-DEPARTMENTAL		
RICOH USA	7/12-8/11/22 RICOH C5200S - LEASE	729.92
DS SERVICES OF AMERICA, INC	6/29 CH BOTTLED WATER SERVICE	92.35
REBECCA HARDIN	CALIFORNIA PRESERVATION AWARDS SUBMISSION SERVICES	3,200.00
REBECCA HARDIN	2022 CALIFORNIA PRESERVATION AWARDS ENTRY FEE	250.00
ASSOCIATION OF CALIFORNIA CITIES	FY22-23-ACC-OC-ANNUAL MEMBERSHIP DUES	10,857.60
PEAK LIGHTING & ELECTRIC INC	JUN'22 VP LIGHTING MAINTENANCE	327.05
RICOH USA	6/1-6/30/22-RICOH 2504EX FRONT COUNTER-COPIES	165.30
RICOH USA	6/12-7/11/22 RICOH 2504 (BACK OFFICE)-COPIES	76.28
CINTAS CORPORATION NO. 2	JUL'22 CH FIRST AID MAINTENANCE	160.60
NIEVES LANDSCAPE INC	JUN'22 UPGRADE IRRIGATION CONTROLLERS VISTA	1,156.88
FEDERAL EXPRESS	7/7/22-RC/MM/TA/RH-COUNCIL MAIL	78.80
STAPLES ADVANTAGE	FY22-23 STAPLES PREMIUM MEMBERSHIP RENEWAL	322.17

Vendor Name	Description (Item)	Amount
ALISO VIEJO SELF STORAGE	AUG'22 STORAGE RENT UNIT #535	430.00
ALISO VIEJO SELF STORAGE	AUG'22 STORAGE RENT UNIT #519	330.00
RK BRANDS, LLC	JUN'22-3.66 HRS-PIO/SPECIAL PROJ/COMM INPUT CLIP	329.40
	NON-DEPARTMENTAL TOTAL:	**18,506.35**
C. S. ADMINISTRATION		
ALLIANT INSURANCE SERVICES INC	8/6/22 PET FAIR EVENT INSURANCE	321.00
SMART LEVELS MAILING & PRINTING INC	TREELIGHTING EVENT POSTCARD	426.98
US BANK PURCHASING CARD PROGRAM	JB 5/23-6/22/22 SMART & FINAL - STAFF MEETING	181.86
US BANK PURCHASING CARD PROGRAM	JB DOMINOES - INSTRUCTOR MEETING	75.35
US BANK PURCHASING CARD PROGRAM	JB COSTCO INSTRUCTOR MEETING	73.94
US BANK PURCHASING CARD PROGRAM	JB COFFEE BEAN - INSTRUCTOR MEETING	35.90
US BANK PURCHASING CARD PROGRAM	JB COFFEE BEAN - SRL MEETING	17.95
US BANK PURCHASING CARD PROGRAM	JB COFFEE BEAN - STAFF TRAINING	17.95
US BANK PURCHASING CARD PROGRAM	JB FUN EXPRESS - EVENT GIVEAWAY	74.17
US BANK PURCHASING CARD PROGRAM	LM-REFUND DUE TO SPONSORSHIP-HONORING OUR HISTORY	(750.00)
CABCO YELLOW INC	JUN'22 SMP TRANSPORTATION SERVICES	219.00
YMCA OF ORANGE COUNTY	FY21-22 REC YOUTH PROG GRANT-2ND INST	5,000.00
	C. S. ADMINISTRATION TOTAL:	**5,694.10**
IGLESIA PARK		
PV MAINTENANCE INC	JUN'22 IPCC MAINTENANCE	1,100.42
NIEVES LANDSCAPE INC	JUN'22 IGLESIA PARK WOOD CHIPS	3,688.95
NIEVES LANDSCAPE INC	JUN'22 IRRIGATION CONTROLLERS UPGRADE IGLESIA	1,156.88
SO CAL EDISON	JUN'22 ACCT#7997 IGLESIA PARK ELECTRICITY	146.13
	IGLESIA PARK TOTAL:	**6,092.38**
IGLESIA BUILDING		
PV MAINTENANCE INC	JUN'22 IGLESIA CENTER MAINTENANCE	386.00
TEAM ONE MANAGEMENT SERVICES	JUL'22 IGLESIA JANITORIAL SERVICES	950.00
TMR SECURITY & PATROL SERVICES INC	JUN'22-IPCC 16 VISITS PATROL SERVICE	170.00
PEAK LIGHTING & ELECTRIC INC	JUN'22 IGLESIA LIGHTING MAINTENANCE	105.35
SO CAL EDISON	JUN'22 ACCT#7997 IGLESIA BLDG ELECTRICITY	1,925.10
	IGLESIA BUILDING TOTAL:	**3,536.45**
IGLESIA PARK COMMUNITY CENTER		
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	JUN'22 B&G CAPO ELEMENTARY & TEEN KEYSTONE	11,101.41
BOYS & GIRLS CLUB OF CAPISTRANO VALLEY	MAY'22 B&G CAPO ELEMENTARY & TEEN KEYSTONE PROG	13,125.00
	IGLESIA PARK COMMUNITY CENTER TOTAL:	**24,226.41**
PLANNING		
REBECCA J CAHA	JUN'22 AFFORDABLE HOUSING CONSULTANT SERVICES	1,281.25
AMERICAN PLANNING ASSOCIATION	RR-OCT'22-SEP'23 APA MEMBERSHIP & OC CHAPTER FEES	434.00
BRIAN JAMES CORNELIUS	6/2-7/1/22 AVTC PROFESSIONAL CONSULTANT SERVICES	11,522.50
JHD PLANNING LLC	JAN-JUN'22 HOUSING ELEMENT PROFESSIONAL SERVICES	10,095.00
	PLANNING TOTAL:	**23,332.75**
ENGINEERING (GENERAL)		
PV MAINTENANCE INC	JUL'22 PUBLIC WORKS WAREHOUSE LEASE	1,035.00
AT&T	MAY'22-PW TABLETS	80.48
RICHARD FISHER ASSOCIATES	JUN'22 ON-CALL LNDSCPE ARCHT. & INSP. SERVICES	4,626.08
FEDERAL EXPRESS	6/20/22-CUSTOMER SVC-SEMACONNECT INC	79.59
	ENGINEERING (GENERAL) TOTAL:	**5,821.15**
STREET MAINTENANCE		
PV MAINTENANCE INC	JUN'22 STREET MAINTENANCE	36,860.25
PV MAINTENANCE INC	JUN'22 ANHS GRADUATION EVT-PVM SUPPORT	7,326.03
	STREET MAINTENANCE TOTAL:	**44,186.28**
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	JUN'22 LAW ENFORCEMENT	782,783.60
COUNTY OF ORANGE	JUN'22 CONTRACT PAYMENT CREDIT	(199.53)
COUNTY OF ORANGE	FY 21-22 COVID ARPA RECON CREDIT	(6,065.09)
COUNTY OF ORANGE	FY 21-22 YEAR END RECON CREDIT	(706,153.00)
	LAW ENFORCEMENT-CONTRACT TOTAL:	**70,365.98**
LAW ENFORCEMENT-OTHER		
AT&T	MAY'22-PALS PHONE	44.33
OCEAN BLUE ENVIRONMENTAL SERVICES INC	5/31/22 BIOHAZARDOUS CLEAN UP-11 JOURNEY	883.50
US BANK PURCHASING CARD PROGRAM	SM-5/23 LE VIN#8767 MOTORCYCLE REPAIR	1,838.68

Vendor Name	Description (Item)	Amount
ALL CITY MANAGEMENT SERVICES	5/29-6/11/22 138 HOURS-SCHOOL CROSSING GUARD SRV	3,495.54
	LAW ENFORCEMENT-OTHER TOTAL:	**6,262.05**
	GENERAL FUND TOTAL:	**241,160.05**

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL

FOSTERS' GARDENS INC	JUL'22 CITY HALL PLANT MAINTENANCE	115.00
TEAM ONE MANAGEMENT SERVICES	JUL'22 CITY HALL JANITORIAL SERVICES	3,330.00
PEAK LIGHTING & ELECTRIC INC	JUN'22 CH LIGHTING MAINTENANCE	107.73
THE GAS COMPANY	6/3-7/5/22 MTR #6544 CITY HALL GAS SERVICE	193.78
THURSTON ELEVATOR CONCEPTS INC	JUL'22 CH ELEVATOR MAINTENANCE	131.00
NIEVES LANDSCAPE INC	JUN'22 REPLACE PLANT MATERIAL CITY HALL	617.72
ALISO VIEJO COMMUNITY ASSOCIATION	JUL-SEP'22 35 PLAYA MASTER HOA FEES	94.64
SO CAL EDISON	JUN'22 ACCT#7189 CITY HALL ELECTRICITY	8,020.08
	NON-DEPARTMENTAL TOTAL:	**12,609.95**
	GEN. FD-CITY HALL TOTAL:	**12,609.95**

103 - GF-AV RECREATION SERVICES

MALIA MILES	7/11 CULINARY CAMP(CKC004)PRORATED REFUND-OLIVIA	10.00
MALIA MILES	7/11 CULINARY CAMP(CKC004)PRORATED REFUND-HARPER	10.00
MALIA MILES	7/11 CULINARY CAMP(CKC004)PRORATED REFUND-HARPER	158.00
MALIA MILES	7/11 CULINARY CAMP(CKC004)PRORATED REFUND-OLIVIA	158.00
		336.00

RECREATION SERVICES

PV MAINTENANCE INC	JUN'22 RANCH MAINTENANCE	2,327.22
PV MAINTENANCE INC	JUN'22 AV RANCH SCULTPURE INSTALLATION	8,126.85
AT&T	MAY'22-REC TABLET	40.24
AT&T	MAY'22-4 REC PHONES	178.32
DS SERVICES OF AMERICA, INC	6/8-AVR BOTTLED WATER SERVICE	43.21
DS SERVICES OF AMERICA, INC	7/6 AVR BOTTLED WATER SERVICES	38.02
CAPISTRANO UNIFIED SCHOOL DISTRICT	4/4/-4/8/22-AVMS FACILITY PERMIT #13818 PO#5550	26.25
CAPISTRANO UNIFIED SCHOOL DISTRICT	4/4-4/8/22 AVMS FACILITY PERMIT #13819 PO#5550	585.40
LYONS SECURITY SERVICE IN	JUN'22 SECURITY SERVICE FOR AV RANCH PO#5463	2,517.50
PEAK LIGHTING & ELECTRIC INC	JUN'22 AVR LIGHTING MAINTENANCE	249.70
CVENT	EVENT DIAGRAMMING - AV RANCH RENTALS	2,995.00
FOSTERS' GARDENS INC	JUL'22 AV RANCH PLANT MAINTENANCE	110.00
US BANK PURCHASING CARD PROGRAM	JB AMAZON - CAMP SUPPLIES	128.78
US BANK PURCHASING CARD PROGRAM	JB FUN EXPRESS - CAMP SUPPLIES	118.87
US BANK PURCHASING CARD PROGRAM	JB AMAZON - CAMP SUPPLIES	77.56
US BANK PURCHASING CARD PROGRAM	JB WATERMAN - SUITS FOR CAMP	61.83
US BANK PURCHASING CARD PROGRAM	JB TARGET SWIMSUIT RETURN	(15.07)
US BANK PURCHASING CARD PROGRAM	JB TARGET BAG REFUND	(0.10)
US BANK PURCHASING CARD PROGRAM	JB STATERBRO	13.94
US BANK PURCHASING CARD PROGRAM	JB TARGET SUITS FOR CAMP	30.25
US BANK PURCHASING CARD PROGRAM	JB SUBWAY FOR EXCURSION	24.47
US BANK PURCHASING CARD PROGRAM	JB SUBWAY - EXCURSION STAFF LUNCH	23.72
US BANK PURCHASING CARD PROGRAM	JB TARGET - PLASTIC BINS	20.02
US BANK PURCHASING CARD PROGRAM	LM- 6/20 AVR SUPPLIES-AMAZON	72.07
US BANK PURCHASING CARD PROGRAM	LM- AVR STANCHION	363.76
RICOH USA	4/1-6/30/22 AVR COPIER SUBSCRIPTION	469.88
CINTAS CORPORATION NO. 2	JUL'22 AVR FIRST AID SERVICES	175.94
FITNESS WITH FLAVOR LLC	SUMMER2022-RSS110/114-FWF002 HIP HOP-26 PART	3,877.80
ROUND STAR WEST, LLC	SUMMER2022- RSS010/011/012/SSS004 HIP HOP-29PART	3,027.00
PREMIER AQUATIC SERVICES	SUMMER2022-PAB002/PAK004/PAM004 SWIM CAMP-33 PART	6,770.25
CULINARY COOKINGS KIDS LLC	SUMMER2022-CKC003- CULINARY KIDS -23 PARTICIPANTS	2,967.00
RONALD GORMAN	SUMMER2022-RSS028 GUITAR-8PARTICIPANTS	499.20
KIANA BERKMAN	SUMMER2022-RSS077-RSS082- ALGEBRA-2PARTICIPANTS	168.00
WADORYU USA INC	SUMMER2022-RSS030/032/034 KARATE-6PARTICIPANTS	252.00
FITNESS WITH FLAVOR LLC	SUMMER2022-RSS109/113 HIP HOP-5PARTICIPANTS	121.20
JCS & JC, LLC	SUMMER2022-CNJ008/003/004 MINECRAFT-22 PARTICIPANT	5,015.40
BRAINSTORM STUDIOS, LLC	SUMMER2022-BST019 STEAM STUDIO -8 PARTICIPANTS	1,447.20
EDWIN RATLEDGE	SUMMER2022-VOC002 VOLLEYBALL-8 PARTICIPANTS	984.00
JOHN DAVID ALLEN JR	SUMMER2022-JAT002 TENNIS CAMP-20 PARTICIPANTS	1,254.00

Vendor Name	Description (Item)	Amount
LAURELINDA HAUKSSON	SUMMER2022-PAE028/018/020/022 ANIMATION-25PART	3,528.00
TLP EDUCATION LLC	SUMMER2022-TLP004 SPANISH-2PARTICIPANTS INITIALLY	119.40
EDUTAINMENT ARTS	SUMMER2022-EDA007 TEAM CHALLENGE-15PARTICPANTS	1,662.00
PREMIER AQUATIC SERVICES	SUMMER2022-PAK005/PAM005 SWIM CAMP-29 PARTICIPANTS	6,864.00
CULINARY COOKINGS KIDS LLC	SUMMER2022-CKC004 CULINARY KIDS-28 PARTICIPANTS	3,455.40
SKYHAWKS SPORTS ACADEMY, INC	SUMMER2022-SKY006 GOLF CAMP-18PARTICIPANTS	1,903.80
CHAD BEELER	SUMMER2022-BCL005/LMS005 BEACH CAMP-6 PARTICIPANTS	1,504.00
LAURELINDA HAUKSSON	7/7/22 CREDIT FOR PRIOR PAYMENT-LAURELINDA HAUKSSO	(90.60)
EDUTAINMENT ARTS	SUMMER2022-EDA006 YOUTUBER-11PARTICIPANTS	1,004.40
TIMOTHY DANA BOWEN	SUMMER2022-PWT003/004 LEGO-38PART	3,204.60
TIMOTHY DANA BOWEN	SUMMER2022-PWT003/004 LATE PICK UP FEE	26.00
SKYHAWKS SPORTS ACADEMY, INC	SUMMER2022-SKY002 SKYHAWKS-8PARTICIPANTS	720.00
LAURELINDA HAUKSSON	SUMMER2022-PAE014/016/006 ANIME-28PARTICIPANTS	3,427.20
EVER AFTER EVENT PRODUCTIONS LLC	SUMMER2022-OCD002 DANCE CAMP-12 PARTICIPANTS	1,016.40
CHAD BEELER	SUMMER2022-LMS004-LITTLE MERMAIDS-5PARTICIPANTS	585.60
BREAKTHROUGH SPORTS LLC	SUMMER2022-BTS008 SPORTS CAMP-22PARTICIPANTS	1,978.80
BIONERDS	SUMMER2022-BIN004/005/006 BIONERD-25 PARTICIPANTS	3,592.20
STAPLES ADVANTAGE	REC OFFICE SUPPLIES PO-00579	83.64
GOTO COMMUNICATIONS	JUL'22 AVR JIVE VOIP PHONE SERVICE	679.29
SO CAL EDISON	JUN'22 ACCT#4551 FARM ELECTRICITY	1,331.57
SO CAL EDISON	JUN'22 ACCT#6247 AV RANCH - ELECTRICITY	4,792.70
SO CAL EDISON	JUN'22 ACCT#6247 AV RANCH - TRACKED CHRGES	1,356.11
	RECREATION SERVICES TOTAL:	**87,931.19**
	GF-AV RECREATION SERVICES TOTAL:	**88,267.19**

203 - GAS TAX

TRAFFIC ENGINEERING

NICHOLS CONSULTING ENGINEERS, CHTD	JUN'22 PAVEMENT MGMT PLAN UPDATE	7,080.00
HARTZOG & CRABILL INC	JUN'22 TRAFFIC SIGNAL MONITORING	1,529.84
CENTRALSQUARE TECHNOLOGIES	FY22-23 LUCITY ASSET MGMT. SOFTWARE SUBSCRIPTION	17,937.50
	TRAFFIC ENGINEERING TOTAL:	**26,547.34**

STREET MAINTENANCE

PV MAINTENANCE INC	JUN'22 STREET MAINTENANCE GAS	45,051.41
BEAR ELECTRICAL SOLUTIONS INC	JUN'22 CABINET PURCHASE & INSTALL WOOD CANYON PP	39,339.70
BEAR ELECTRICAL SOLUTIONS INC	JUN'22 TRAFFIC SIGNAL MAINT-REPONSE	10,808.42
BEAR ELECTRICAL SOLUTIONS INC	JUN'22 TRAFFIC SIGNAL MAINT-ROUTINE	3,162.60
BEAR ELECTRICAL SOLUTIONS INC	JUL'22 ALISO CREEK/JOURNEY NEW POLE INSTAL	6,870.00
R F DICKSON CO INC	JUN'22 STREET SWEEPING SERVICES	8,668.66
UNDERGROUND SERVICE ALERT OF SOUTHERN CA	JUL'22 DATABASE MAINT & 44 TICKETS	82.60
SO CAL EDISON	JUN'22 ACCT# 8254 TC1 ST LIGHTS ELECTRICITY	3,291.61
SO CAL EDISON	JUN'22 ACCT#2125 GS1 MEDIANS ELECTRICITY	76.95
SO CAL EDISON	JUN'22 ACCT#6377 LS2 ELECTRICITY	1,106.04
SO CAL EDISON	JUN'22 ACCT#7241 LS1 ST ELECTRICITY	15,303.64
	STREET MAINTENANCE TOTAL:	**133,761.63**
	GAS TAX TOTAL:	**160,308.97**

204 - MEASURE M

GEN-MEASURE M

CABCO YELLOW INC	JUN'22 M2 FUND TRANSPORTATION SERVICES	876.00
	GEN-MEASURE M TOTAL:	**876.00**
	MEASURE M TOTAL:	**876.00**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	JUN'22 E CITATION REPLACEMENT COSTS	183.56
COUNTY OF ORANGE	JUN'22 E CITATION RECURRING COSTS	384.97
COUNTY OF ORANGE	JUN'22 MOTORCYCLE REPLACEMENT COSTS	64.60
COUNTY OF ORANGE	JUN'22 MDC RECURRING	4,011.56
COUNTY OF ORANGE	JUN'22 PVS RECURRING	1,838.97
COUNTY OF ORANGE	JUN'22 PVS REPLACEMENT	1,136.46

Vendor Name	Description (Item)	Amount
COUNTY OF ORANGE	JUN'22 MDC REPLACEMENT	1,627.11
	LAW ENFORCEMENT-OTHER TOTAL:	**9,247.23**
	PUBLIC SAFETY GRANTS TOTAL:	**9,247.23**

251 - FEDERAL GRANTS

GEN-FEDERAL GRANT

MIKE LINARES INC	JUL-AUG'21 CDBG PROFESSIONAL SERVICES	4,629.50
MIKE LINARES INC	MAY-JUN'22 CDBG PROFESSIONAL SERVICES	5,319.00
	GEN-FEDERAL GRANT TOTAL:	**9,948.50**
	FEDERAL GRANTS TOTAL:	**9,948.50**

261 - CITY FAC.-AQUATIC CENTER

GEN-AQUATIC CENTER

COX COMMUNICATIONS, INC	6/19-7/18/22 ACCT#6701-AQ CTR INTERNET	494.25
PEAK LIGHTING & ELECTRIC INC	JUN'22 AQ LIGHTING MAINTENANCE	105.99
SMART LEVELS MAILING & PRINTING INC	AQ CTR- NEW HOURS SIGNAGE	122.83
TEAM ONE MANAGEMENT SERVICES	JUL'22 AQ CTR JANITORIAL SERVICES	3,007.13
THE GAS COMPANY	6/6-7/6/22 MTR#2349 AQ CTR GAS SERVICE	2,509.69
SAREEN INC	6/28/22 AQ CTR- MELODEE ICE CREAM	1,029.85
SAREEN INC	7/14/22 AQ CTR- MELODEE ICE CREAM	588.48
PROVEN PROMOTIONS LLC	AQ CTR- EMPLY OF MNTH SIGN/ 1ST DAY CARDS/ DAYPASS	833.54
ALARM CONNECTIONS, LLC	APR-JUN'22 AQ CTR ALARM MONITORING	152.88
NIEVES LANDSCAPE INC	JUN'22 AQC REPLACE PLANT MATERIAL	1,940.85
NIEVES LANDSCAPE INC	JUN'22 AQC REMOVE PLANT MATERIAL & PAINT PREP	1,072.78
ALARM CONNECTIONS, LLC	7/1-9/30/22 AQ CTR FIRE ALARM MONITORING	152.88
ALISO VIEJO BANQUET CENTER LLC	APR-JUN'22-AQ CTR-MTR#4987	5,107.01
PREMIER AQUATIC SERVICES	AQ CTR- FACEBOOK- FAST TRACK AD	310.67
PREMIER AQUATIC SERVICES	AQ CTR- INDEED- LIFEGUARD AD	157.33
PREMIER AQUATIC SERVICES	AQ CTR- INDEED- SWIM COACH AD	204.95
PREMIER AQUATIC SERVICES	AQ CTR- INDEED- SWIM INSTRUCTOR AD	192.74
PREMIER AQUATIC SERVICES	AQ CTR- INDEED- LIFEGUARD MANAGER AD	121.57
PREMIER AQUATIC SERVICES	AQ CTR- FACEBOOK- GENERAL HIRING AD	235.95
PREMIER AQUATIC SERVICES	AQ CTR- FACEBOOK- SWIM COACH AD	622.54
PREMIER AQUATIC SERVICES	AQ CTR- INDEED- PROGRAMS MANAGER AD	625.97
THE ILLINI COMPANIES, INC	JUN'22 AQ CTR- POOL CHEMICALS PO-005587	2,178.55
PREMIER AQUATIC SERVICES	AQ CTR- LIFEGUARD & ADMIN UNIFORMS	868.57
PREMIER AQUATIC SERVICES	AQ CTR-JUN'22 SWIM INST MANAGER HIRING AD-INDEEP	379.83
PREMIER AQUATIC SERVICES	AQ CTR-JUN'22 LIFEGUARD MANAGER HIRING AD-INDEED	183.31
PREMIER AQUATIC SERVICES	AQ CTR-JUN'22 SWIM INSTRUCTOR HIRING AD-INDEED	222.74
PREMIER AQUATIC SERVICES	AQ CTR-JUN'22 LIFEGUARD HIRING AD-INDEED	294.67
PREMIER AQUATIC SERVICES	AQ CTR-JUN'22 FAST TRACK AD-FACEBOOK	299.48
PREMIER AQUATIC SERVICES	AQ CTR-JUN'22 GENERAL HIRING AD- FACEBOOK	509.95
PREMIER AQUATIC SERVICES	AQ CTR-INV#1307321-1 OC ENV HEALTH CERT	494.00
KNORR SYSTEMS INC	JUN'22 AQ CTR CHEMICAL FEED PUMP REPAIR	583.40
PREMIER AQUATIC SERVICES	6/30 SWIM INST/LIFEGUARD APPAREL-REIMB	6,697.77
	GEN-AQUATIC CENTER TOTAL:	**32,302.15**
	CITY FAC.-AQUATIC CENTER TOTAL:	**32,302.15**

311 - STREET IMPROVEMENTS

RJ NOBLE COMPANY	JUN'22 ALISO CREEK REHAB RETENTION	(4,029.78)
		-4,029.78

TRAFFICE SAFETY

HARTZOG & CRABILL INC	JUN'22 #130 ALISO CREEK SIGNAL SYNC	567.50
	TRAFFICE SAFETY TOTAL:	**567.50**

STREETS & HIGHWAYS

RJ NOBLE COMPANY	JUN'22 #136 ALISO CREEK REHAB	80,595.60
GMU GEOTECHNICAL INC	MAY-JUN'22 #136 ALISO CREEK REHAB GEOTECH INSP	14,500.38
	STREETS & HIGHWAYS TOTAL:	**95,095.98**
	STREET IMPROVEMENTS TOTAL:	**91,633.70**

Vendor Name	Description (Item)	Amount
331 - CAPITAL IMPROVEMENTS		
CAPITAL IMPROVEMENTS		
CT CONSTRUCTION SERVICES	#049 RANCH SOUND BARRIER WALL PROJECT	84,937.29
	CAPITAL IMPROVEMENTS TOTAL:	**84,937.29**
	CAPITAL IMPROVEMENTS TOTAL:	**84,937.29**
741 - RENEWABLE FARMS		
AARON FLORA	JUN'22 RENEWABLE FARMS-RETENTION PAYMENT	1,964.15
AARON FLORA	JUN'22 RENEWABLE FARMS-PAYMENT	17,677.35
		19,641.50
	RENEWABLE FARMS TOTAL:	**19,641.50**
	GRAND TOTAL:	**750,932.53**

Accounts Payable
07/28/2022

Vendor Name	Description (Item)		Amount
101 - GENERAL FUND			
UNITED OF OMAHA LIFE INSURANCE CO.	AUG'22 LIFE INSURANCE		1,122.13
			1,122.13
PLANNING			
UNITED OF OMAHA LIFE INSURANCE CO.	IM-AUG'22 LIFE INSURANCE		31.98
		PLANNING TOTAL:	**31.98**
		GENERAL FUND TOTAL:	**1,154.11**
		GRAND TOTAL:	**1,154.11**

Accounts Payable
08/04/2022

Vendor Name	Description (Item)	Amount
101 - GENERAL FUND		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011539346-6/2 TESLA COLLISION PUBLIC HEARING	576.60
CALPERS HEALTH	AUG'22 CALPERS HEALTH PREMIUM	24,614.81
CALPERS HEALTH	AUG'22-COUNCIL-CALPERS HEALTH PREMIUM	3,247.69
HORIZON CONSTRUCTION & REMODELING	P#2022-0240 REFUND-HORIZON CONST/58 MEADOWOOD	500.00
PERMIT SERVICE INC	P#22-0265 CANCELLED BLDG PERMIT-PERMIT SRV	118.62
PERMIT SERVICE INC	P#22-0265 CANCELLED PLUMBING PERMIT-PERMIT SRV	38.38
		29,096.10
CITY COUNCIL		
ROSS CHUN	RC-7/15/21 LOCC BOD MEETING HOTEL REIMB	314.06
	CITY COUNCIL TOTAL:	**314.06**
CITY MANAGER		
CALPERS HEALTH	AUG'22-PG-HEALTH PREMIUM	149.00
US BANK PURCHASING CARD PROGRAM	MO-7/12 THE COMMONS MTG-CHOPSTOP	16.27
US BANK PURCHASING CARD PROGRAM	DD-7/14 LAKEFOREST CM LUNCH MTG-KINGS FISH HOUSE	39.86
US BANK PURCHASING CARD PROGRAM	DL-7/11 CM/BBK LUNCH MTG-NOSH HOUSE	75.16
US BANK PURCHASING CARD PROGRAM	DD-CM FASTRACK/TOLL ROADS MONTHLY CHARGES	335.00
US BANK PURCHASING CARD PROGRAM	DL-6/29 CD DIRECTOR INTVW MTG SNACKS-PAVILIONS	74.06
US BANK PURCHASING CARD PROGRAM	PC-6/30 CD DIRECTOR LUNCH-STADIUM BREW CO	373.96
	CITY MANAGER TOTAL:	**1,063.31**
ECONOMIC DEVELOPMENT		
HAULAWAY STORAGE CONTAINERS INC	JUL'22 TOWN CENTER STORAGE BIN RENTAL	92.40
HAULAWAY STORAGE CONTAINERS INC	AUG'22 TOWN CENTER STORAGE BIN RENTAL	92.40
COSTAR REALTY INFORMATION, INC	7/1/22-6/30/23 COMMERCIAL REAL ESTATE SUBSCRIPTION	4,740.00
BEST BEST & KRIEGER	JUN'22 BBK-89 PLAYA CIRCLE	5,471.31
	ECONOMIC DEVELOPMENT TOTAL:	**10,396.11**
HUMAN RESOURCES		
US BANK PURCHASING CARD PROGRAM	DL-7/15 HR SUPPLIES WHITE NOISE MACHINE-AMAZON	48.48
US BANK PURCHASING CARD PROGRAM	DD-6/23 CD DIRECTOR MTG-STARBUCKS	11.80
DANA LEUTHAUSER	DL-6/23 HR FILE FOLDERS-AMAZON REIMB	194.95
DANA LEUTHAUSER	DL-7/1 HR FILE FOLDERS-AMAZON REIMB	129.24
	HUMAN RESOURCES TOTAL:	**384.47**
CITY CLERK		
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011540928-6/5&10 RESOLUTION SVC FEES & CHARGE	3,681.60
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011543445-6/23 ADPTN ORDS2022-227TOT&228C-CO	458.80
CALIFORNIA NEWSPAPERS PARTNERSHIP	REF0011540773-6/9 PROPOSED ADP OF TOT & CAT	367.04
ECS IMAGING INC	4 - ANNUAL LASERFICHE CLOUD USERS	2,592.00
US BANK PURCHASING CARD PROGRAM	MO-9/7-9/9/22 LEAGUE OF CA CITIES CONF & EXPO REG	775.00
US BANK PURCHASING CARD PROGRAM	MO-9/17-9/21/22 ICMA ANNUAL CONF REGIS	500.00
US BANK PURCHASING CARD PROGRAM	MO-9/17-9/21/22 ICMA CONF/AA RET FLIGHT TO SAN CA	298.60
US BANK PURCHASING CARD PROGRAM	MO-9/17-9/21/22 ICMA CONF-DELTA AIRLINES	226.60
US BANK PURCHASING CARD PROGRAM	MO-9/17-9/21/22 ICMA CONF-AIRPORT PARKING	105.00
US BANK PURCHASING CARD PROGRAM	MO-5/22-5/26/22 IIMAC CONF-CAPITAL HOTEL CREDIT	(108.63)
	CITY CLERK TOTAL:	**8,896.01**
CITY ATTORNEY		
BEST BEST & KRIEGER	JUN'22 BBK LEGAL SERVICES	21,594.02
BEST BEST & KRIEGER	JUN'22 BBK CODE ENFORCEMENT	475.36
BEST BEST & KRIEGER	JUN'22 BBK CONT/CONTRACTS/CLAIMS	109.62
BEST BEST & KRIEGER	JUN'22 BBK - LEGAL SERVICES-CC	834.40
BEST BEST & KRIEGER	JUN'22 BBK LABOR & EMPLOYMENT	1,072.80
BEST BEST & KRIEGER	JUN'22 BBK - ZONING CODE (CEQA & ENVIRON)	149.00
BEST BEST & KRIEGER	JUN'22 BBK - NPDES	53.20
BEST BEST & KRIEGER	JUN'22 BBK - GENERAL LITIGATION	340.40
BEST BEST & KRIEGER	JUN'22 BBK - #801 TOWN CTR SPECIFIC PLAN	1,118.40
	CITY ATTORNEY TOTAL:	**25,747.20**

	Vendor Name	Description (Item)	Amount
FINANCE			
	FHN FINANCIAL MAIN STREET ADVISORS LLC	APR-JUN'22 INVESTMENT ADVISORY SERVICES	3,750.00
	CALPERS HEALTH	AUG'22 CALPERS ADMIN FEE	86.81
	CALPERS HEALTH	AUG'22 CALPERS ADMIN FEE	10.72
	GARDAWORLD	JUL'22-CH-CASH COURIER SERVICE	439.14
	ROGERS ANDERSON MALODY & SCOTT LLP	JUN'22 CITY AUDIT PROGRESS BILLING	8,500.00
	US BANK N.A. - CUSTODY	JUN'22 CUSTODIAN CHARGES	455.25
	HDL COREN & CONE	JUL-SEP'22 PROPERTY TAX CONTRACT SERVICE	3,655.41
		FINANCE TOTAL:	**16,897.33**
INFORMATION TECHNOLOGY			
	US BANK PURCHASING CARD PROGRAM	IA - EOC YOUTUBE SUBSCRIPTION	64.99
	US BANK PURCHASING CARD PROGRAM	IA -6/6 MONITOR MOUNTS-AMAZON	242.44
	US BANK PURCHASING CARD PROGRAM	IA-6/3 USBS AND HEADSETS-STAPLES	194.97
	US BANK PURCHASING CARD PROGRAM	IA -6/13 AD MANAGEMENT-SYSTEM TOOLS	165.00
	US BANK PURCHASING CARD PROGRAM	IA -6/16-7/16/22 WAITWHILE SUBSCRIPTION	159.00
	US BANK PURCHASING CARD PROGRAM	IA-5/24 HARDDRIVES BATTERIES & SUPPLIES-MICRO CTR	677.57
	US BANK PURCHASING CARD PROGRAM	IA -5/25/22-5/24/23 SURVEYMONKEY SUBS	420.00
	US BANK PURCHASING CARD PROGRAM	IA- FY22-23 SSLVPN-CITYOFALISOVIEJO COM	94.99
	US BANK PURCHASING CARD PROGRAM	IA -FY22-23 MISAC MEMBERSHIPS	520.00
	US BANK PURCHASING CARD PROGRAM	IA-RECOVERY SOFTWARE	548.98
	MICHAEL MUNZING	MM-7/19 APPLE IPAD CASE	77.16
	MICHAEL MUNZING	MM-7/19 APPLE IPAD/KEYBOARD /PENCIL REIMB	1,572.84
	MITZI ORTIZ	MO-7/23 SS GALAXY TABS/BOOK COVER/KEYBOARD	1,650.00
	DOCUSIGN	6/1/22-5/31/23 -CH-DOCUSIGN SUPPORT & ENVELOPES	4,250.70
		INFORMATION TECHNOLOGY TOTAL:	**10,638.64**
NON-DEPARTMENTAL			
	CERTIFIED RECORDS MANAGEMENT	JUL'22 OFF SITE STORAGE RECORDS	449.05
	NESTLE WATERS NORTH AMERICA	JUL'22-CH-COFFEE/WATER FILTRATION SERVICE	146.49
	OC COUNCIL OF GOVERNMENTS	FY22-23 OCCOG ANNUAL DUES & DEMOGRAPH RESEARCH FEE	8,139.91
	J&M TROPHIES INC	7/18 LOCEY/PHAM/ALBERS-PLATES & BADGES	161.84
	US BANK PURCHASING CARD PROGRAM	IA -6/16 MEETING-BEYOND THAI CUISINE	52.26
	US BANK PURCHASING CARD PROGRAM	MO-7/5 ALISOVIEJONEWS-CONSTANTCONTACT	969.00
	US BANK PURCHASING CARD PROGRAM	DL-6/29CD DIRECTOR INTVW MTG SUPPLIES- PARTY CITY	38.79
	CUSTOM ECO FRIENDLY	DEP-2500 ALISO VIEJO TOTE BAGS	2,795.00
	NIEVES LANDSCAPE INC	JUL'22 VISTA LANDSCAPING	1,028.96
	VOYAGER FLEET SYSTEMS INC	JUL'22 CITY CAR FUEL	242.10
	MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR#2206 VISTA PARK WATER SERVICE	868.55
	COUNTY OF ORANGE	FY 22-23 ALLOCATION OF LAFCO COSTS	6,302.35
		NON-DEPARTMENTAL TOTAL:	**21,194.30**
C. S. ADMINISTRATION			
	ROMAN CHAVEZ	8/6/22 PET FAIR 2022 EVENT-13 EZ UP RENTAL	770.00
	CALPERS HEALTH	AUG'22-DP-HEALTH PREMIUM	149.00
	CALPERS HEALTH	AUG'22-HW-HEALTH PREMIUM	149.00
	ALLIANT INSURANCE SERVICES INC	8/26 ENCANTO MOVIE NIGHT INSURANCE	398.00
	LEARNING RESOURCES NETWORK INC	FY22-23 REC DEPT-LERN NETWORK MEMBERSHIP DUES	425.00
	TRAUMA INTERVENTION PROGRAMS, INC	FY22-23 CAG-TIP	6,024.00
	US BANK PURCHASING CARD PROGRAM	MO-5/31-6/1/22 SUMMER CAMP FACEBOOK AD	5.05
	US BANK PURCHASING CARD PROGRAM	JB-6/22 TENNIS COURT LOCK-HOME DEPO	13.77
	JONES FOREST PRODUCTS LLC	DEP-AV HOLIDAY TREE INSTALLTION	13,980.00
	CANYON CATERING & EVENTS INC	DEP-12/16/22 BREAKFAST W/SANTA-CATERING	333.57
	WELLNESS & PREVENTION FOUNDATION	FY 21-22-CAG-WELLNESS & PREVENTION FOUNDATION	2,000.00
	US POSTAL SERVICE	USPS POSTAGE FOR COMMUNITY CONNECTION BROCHURES	23,000.00
		C. S. ADMINISTRATION TOTAL:	**47,247.39**
IGLESIA PARK			
	EL TORO WATER DISTRICT	6/9-7/12/22 MTR #3499 IGLESIA PARK WATER SRV	1,301.42
	EL TORO WATER DISTRICT	6/9-7/12/22 MTR #4114 IGLESIA PARK WATER SRV	1,114.82
	NIEVES LANDSCAPE INC	JUL'22 IGLESIA LANDSCAPING	6,846.00
		IGLESIA PARK TOTAL:	**9,262.24**
IGLESIA BUILDING			
	ZAPP PEST MANAGEMENT	JUL'22 IGLESIA PEST CONTROL	265.00
	EL TORO WATER DISTRICT	6/9-7/12/22 MTR#1850 IGLESIA BLDG WATER SRV	241.16
		IGLESIA BUILDING TOTAL:	**506.16**

Vendor Name	Description (Item)	Amount
PLANNING		
CALPERS HEALTH	AUG'22-MF-HEALTH PREMIUM	149.00
US BANK PURCHASING CARD PROGRAM	IA -JUN'22 CONSTANT CONTACT	45.00
CIVIC SOLUTIONS INC	JUN'22-GB 102.5HRS- PLANNING CONSULTANT SERVICES	16,400.00
	PLANNING TOTAL:	**16,594.00**
ENGINEERING (GENERAL)		
US BANK PURCHASING CARD PROGRAM	SP-8/26-9/1/22 APWA CONFERENCE FLIGHT	320.45
COUNTY OF ORANGE	JAN-JUN'22 J01P28 URBAN RUNOFF SHARED COST	18,527.65
	ENGINEERING (GENERAL) TOTAL:	**18,848.10**
LAW ENFORCEMENT-CONTRACT		
COUNTY OF ORANGE	JUL'22 CONTRACT PAYMENT CREDIT	(2,066.06)
COUNTY OF ORANGE	JUL'22 LAW ENFORCEMENT	798,643.94
COUNTY OF ORANGE	JUL'22 IN CAR VIDEO	7,823.85
COUNTY OF ORANGE	JUL'22 BODY WORN CAMERA	13,912.44
	LAW ENFORCEMENT-CONTRACT TOTAL:	**818,314.17**
LAW ENFORCEMENT-OTHER		
US BANK PURCHASING CARD PROGRAM	CP-4TH OF JULY EVENT-FOOD/SUPPLIES	89.08
US BANK PURCHASING CARD PROGRAM	CP-6/28 BATTERY REPLACEMENT IN PALS RAV-4	205.58
VOYAGER FLEET SYSTEMS INC	JUL'22 LE MOTORCYCLE FUEL & CAR WASHES	1,064.12
	LAW ENFORCEMENT-OTHER TOTAL:	**1,358.78**
CRIME PREVENTION		
US BANK PURCHASING CARD PROGRAM	CP-JUL-DEC'22 AV SELF STORAGE UNIT#75 RENTAL SRV	2,430.00
	CRIME PREVENTION TOTAL:	**2,430.00**
EOC		
US BANK PURCHASING CARD PROGRAM	DL-7/14-8/14/22-RENTAL STORAGE #A1554 CC PMT	275.00
US BANK PURCHASING CARD PROGRAM	SL -6/23/22-6/23/23 QR CODE GENERATOR	160.71
US BANK PURCHASING CARD PROGRAM	CP-6/28 EMERGENCY MNGMT BOX FOR PHILLIPS & MERRILL	69.98
LIFE STORAGE #961	8/14-9/14/22-RENTAL OFFSITE STORAGE #A1554	275.00
	EOC TOTAL:	**780.69**
	GENERAL FUND TOTAL:	**1,039,969.06**

102 - GEN. FD-CITY HALL

NON-DEPARTMENTAL		
UNITED BUILDING AND DEVELOPMENT SERVICES LLC	JUL'22 CITY HALL PLUMBING SERVICE	1,675.00
ZAPP PEST MANAGEMENT	JUL'22 CITY HALL PEST CONTROL	265.00
US BANK PURCHASING CARD PROGRAM	SP-CITY HALL MASTER KEY	12.84
NIEVES LANDSCAPE INC	JUL'22 CITY HALL LANDSCAPING	678.00
MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR#8510 CITY HALL WATER SRV	156.16
MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR#6010 CITY HALL WATER SRV	177.72
MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR#7051 CITY HALL WATER SRV	326.44
PACIFIC PARK II ASSOCIATION	AUG'22 CH HOA ASSOCATION DUES	347.27
GLENWOOD MAINTENANCE CORPORATION	AUG'22-JUN'23-35 PLAYA HOA FEES-GLENWOOD MAINT	1,540.00
PACIFIC PARK II ASSOCIATION	JUL'22 CH HOA ASSOCATION DUES	347.27
PACIFIC PARK II ASSOCIATION	JUN'22 CH HOA ASSOCIATION DUES	347.27
PACIFIC PARK II ASSOCIATION	MAY'22 CH HOA ASSOCIATION DUES	347.27
KINNEY'S KEYS	7/5 CH- FIREGUARD KEY	197.49
KINNEY'S KEYS	7/7-CITY HALL DUPLICATE KEYS	6.78
VICTORY LOCK CONTROL, INC	JUL'22-CH 2ND FLOOR-REKEY CYLINDER	229.63
	NON-DEPARTMENTAL TOTAL:	**6,654.14**
	GEN. FD-CITY HALL TOTAL:	**6,654.14**

103 - GF-AV RECREATION SERVICES

YOUNGIL KIM	SKATEDOG CAMP REFUND (SKT004)-YOUNGIL KIM	5.00
YOUNGIL KIM	SKATEDOG CAMP REFUND (SKT004)-YOUNGIL KIM	230.00
YOUNGIL KIM	SKATEDOG CAMP REFUND (SKT004)-YOUNGIL KIM	(20.00)
		215.00
RECREATION SERVICES		
PRESS-TIGE ENTERPRISES INC	7/9 LINEN CLEANING SERVICE	471.74
PRESS-TIGE ENTERPRISES INC	7/16 OYSTER LINENS CLEANING SRV	241.92
PRESS-TIGE ENTERPRISES INC	7/23 LINEN CLEANING SERVICE	435.46
PRESS-TIGE ENTERPRISES INC	7/23 OYSTER LINENS CLEANING SRV	38.18
UNITED BUILDING AND DEVELOPMENT SERVICES LLC	JUL'22-AVR EMERGENCY CALLOUT	588.00

Vendor Name	Description (Item)	Amount
GARDAWORLD	JUL'22-AVR-CASH COURIER SERVICE	439.14
ZAPP PEST MANAGEMENT	JUL'22 AV RANCH PEST CONTROL	525.00
CIVICPLUS INC	7/18/22-7/17/23 CIVICREC ANNUAL RENEWAL	4,500.00
HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC	6/21 AV RANCH SERVER ROOM-MINI SPLIT REPAIR	2,374.65
TUMBLE-N-KIDS, INC	SUMMER2022-RSS008/004/006-28PARTICIPANTS	1,932.00
US BANK PURCHASING CARD PROGRAM	JB-7/28 CITY DAY CAMP LEGOLAND EXCURSION TICKETS	767.92
US BANK PURCHASING CARD PROGRAM	JB-7/28 CITY DAY CAMP LEGOLAND EXCURSION TICKETS	767.92
US BANK PURCHASING CARD PROGRAM	JB-7/6 CITY DAY CAMP EXCURSION STAFF LUNCH-SUBWAY	28.78
US BANK PURCHASING CARD PROGRAM	JB-7/2 SMART & FINAL CDC EDIBLE CRAFT	9.99
US BANK PURCHASING CARD PROGRAM	JB-7/28 CITY DAY CAMP LEGOLAND EXCURSION TICKETS	767.92
US BANK PURCHASING CARD PROGRAM	JB-7/28 CITY DAY CAMP LEGOLAND EXCURSION TICKETS	906.91
US BANK PURCHASING CARD PROGRAM	JB-6/29 CITY DAY CAMP EXCURSION STAFF LUNCH-SUBWAY	24.20
JOHN DAVID ALLEN JR	SUMMER2022-RSS047/044/041/025 TENNIS-19PART	522.60
PREMIER AQUATIC SERVICES	SUMMER2022-PAB003/PAK006/PAM006 SWIM-31PART	7,503.75
PREMIER AQUATIC SERVICES	7/15 PAK005 CREDIT FOR PRIOR PMT-PRORATE REFUND	(93.00)
BRAINSTORM STUDIOS, LLC	SUMMER2022-BST003 MYSTERY SCIENCE-5PARTICIPANTS	1,106.40
CULINARY COOKINGS KIDS LLC	SUMMER2022-CKC005 CULINARY KIDS-27 PARTICIPANTS	3,315.00
OC PLAYBALL EPC	SUMMER2022-OCP002 CAMP PLAYBALL-35 PARTICIPANTS	3,273.60
JCS & JC, LLC	SUMMER2022-CNJ005/009 CODING-6PARTICIPANTS	1,451.40
BREAKTHROUGH SPORTS LLC	SUMMER2022-BTS004/003 BASKETBALL-35PARTICIPANTS	4,687.20
CORAL BAY HOME LOANS	SUMMER2022-SKT001/002 SKATEBOARDING-27PARTICIPANTS	3,744.00
LAURELINDA HAUKSSON	SUMMER2022-PAE029/031/024/012LEGO-38PARTICIPANTS	5,313.00
EDUTAINMENT ARTS	SUMMER2022-EDA008 ESCAPE ROOM-25PARTCIPANTS	2,648.40
SKYHAWKS SPORTS ACADEMY, INC	SUMMER2022-SKY008FOOTBALL-12PARTCIPANTS	1,272.00
CULINARY COOKINGS KIDS LLC	7/28/22-PRORATED FEE FOR 2 PARTICIPANTS	(96.00)
DESTINATION SCIENCE EDUCATION FOR EVERY CHILD	SUMMER2022-DST001 SCIENCE CAMP-23PARTICIPANTS	3,913.20
CULINARY COOKINGS KIDS LLC	SUMMER2022-CKC006-LATE PICK UP FEE-1 PART	25.00
CULINARY COOKINGS KIDS LLC	SUMMER2022-CKC006 CULINARY KIDS-28 PARTICIPANTS	3,255.00
CHAD BEELER	SUMMER2022-BCL006/LMS006 BEACH CAMP-6 PART	899.20
PREMIER AQUATIC SERVICES	SUMMER2022-PAK007/PAM007 SWIM CAMP-29PARTICIPANTS	6,825.00
LAURELINDA HAUKSSON	SUMMER2022-PAE039/37/35/34/36/07/41/02-73PART	10,328.40
TIMOTHY DANA BOWEN	SUMMER2022PWT005-LATE PICKUP FEE	17.00
EDWIN RATLEDGE	SUMMER2022-VOC003 VOLLEYBALL-17PARTICIPANTS	2,118.00
SKYHAWKS SPORTS ACADEMY, INC	SUMMER2022-SKY003 BASKETBALL-11PARTICIPANTS	1,194.00
TIMOTHY DANA BOWEN	SUMMER2022-PWT005ROBOTICS LEGO-18PARTICIPANTS	1,935.00
NIEVES LANDSCAPE INC	JUL'22 AV RANCH LANDSCAPING	2,262.67
NIEVES LANDSCAPE INC	JUL'22-AVR FARM IRRIGATION WORK	200.00
NIEVES LANDSCAPE INC	JUL'22-AVR FARM-SOUND BARRIER IRRIGATION WORK	450.00
W W GRAINGER INC	6/24 AV RANCH CARD READER COVER	125.63
MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR #0819 AV RANCH WATER SRV	159.66
MOULTON NIGUEL WATER DIST	6/27-7/25/22 MTR#1100 AV RANCH WATER SRV	256.09
MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR#5356 AV RANCH WATER SRV	326.44
MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR#7892/6534 AV RANCH WATER SRV	584.98
MOULTON NIGUEL WATER DIST	6/27-7/25/22 MTR #0958 AV RANCH WATER SERVICE	280.31
MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR #0973 AV RANCH WATER SERVICE	88.03
DOCUSIGN	6/1/22-5/31/23-AVR-DOCUSIGN SUPPORT & ENVELOPES	4,000.00
	RECREATION SERVICES TOTAL:	**88,711.69**
	GF-AV RECREATION SERVICES TOTAL:	**88,926.69**

203 - GAS TAX

STREET MAINTENANCE

EL TORO WATER DISTRICT	6/9-7/12/22 MTR #5675 CALLE CORTEZ WATER SERVICE	90.24
NIEVES LANDSCAPE INC	JUL'22 MEDIANS LANDSCAPING	1,586.00
MOULTON NIGUEL WATER DIST	6/27-7/25/22 MTR #4551/NEW MTR# MEDIANS WATER SRV	129.80
MOULTON NIGUEL WATER DIST	6/27-7/25/22 MTR#6544 MEDIANS WATER SRV	122.07
MOULTON NIGUEL WATER DIST	6/27-7/25/22 MTR #2066 MEDIANS WATER SRV	147.08
SAN DIEGO GAS & ELECTRIC	JUN'22 ACCT#6953 ST LIGHTS & TRAFFIC CONTROLLER	2,483.38
	STREET MAINTENANCE TOTAL:	**4,558.57**
	GAS TAX TOTAL:	**4,558.57**

215 - PUBLIC SAFETY GRANTS

LAW ENFORCEMENT-OTHER

COUNTY OF ORANGE	4/1-6/30/22 COST ALLOCATION	3,124.10
COUNTY OF ORANGE	JUL'23 AFIS	1,904.00

Vendor Name	Description (Item)	Amount
COUNTY OF ORANGE	JUL'22 MDC REPLACEMENT	1,550.49
COUNTY OF ORANGE	JUL'22 MOTORCYCLE REPLACEMENT COSTS	65.92
COUNTY OF ORANGE	JUL'22 E CITATION REPLACEMENT COSTS	91.82
COUNTY OF ORANGE	JUL'22 MDC RECURRING	4,043.58
COUNTY OF ORANGE	JUL'22 E CITATION RECURRING COSTS	291.45
	LAW ENFORCEMENT-OTHER TOTAL:	**11,071.36**
	PUBLIC SAFETY GRANTS TOTAL:	**11,071.36**

251 - FEDERAL GRANTS

GEN-FEDERAL GRANT

FAMILY ASSISTANCE MINISTRIES	APR-JUN'22 CDBG-CV HUNGER & HOMELESS PREVENTION	37,355.25
YMCA OF ORANGE COUNTY	APR-JUN'22 CDBG-CV YOUTH SERVICES	3,616.95
AGE WELL SENIOR SERVICES INC	APR-JUN'22 CDBG-CV MEALS ON WHEELS	10,000.00
FAMILY ASSISTANCE MINISTRIES	JAN-MAR'22 CDBG HOMELESS PREVENTION	1,967.48
FAMILY ASSISTANCE MINISTRIES	MAY-JUN'22 CDBG HOMELESS PREVENTION	232.52
	GEN-FEDERAL GRANT TOTAL:	**53,172.20**
	FEDERAL GRANTS TOTAL:	**53,172.20**

261 - CITY FAC.-AQUATIC CENTER

GEN-AQUATIC CENTER

GARDAWORLD	JUL'22-AQ CTR-CASH COURIER SERVICE	439.14
ZAPP PEST MANAGEMENT	JUL'22 AQ CTR PEST CONTROL	265.00
NIEVES LANDSCAPE INC	JUL'22 AQUATIC CENTER LANDSCAPING	912.48
MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR #6054 AQ CTR WATER SERVICE	432.80
MOULTON NIGUEL WATER DIST	6/20-7/18/22 MTR#2996 AQ CTR WATER SRV	226.69
	GEN-AQUATIC CENTER TOTAL:	**2,276.11**
	CITY FAC.-AQUATIC CENTER TOTAL:	**2,276.11**

311 - STREET IMPROVEMENTS

RJ NOBLE COMPANY	JUL'22 #136 ALISO CREEK RD REHAB-RETENTION	(53,253.13)
		-53,253.13

STREETS & HIGHWAYS

RJ NOBLE COMPANY	JUL'22 #136 ALISO CREEK RD REHAB-WOLVERINE/ALICIA	1,065,062.51
CIVIL SOURCE, AN NV5 COMPANY	JUN'22 #136 ALISO CREEK REHAB INSPECTIONS	21,485.00
CIVIL SOURCE, AN NV5 COMPANY	JUN'22 #135 SLURRY SEAL PRECON	600.00
	STREETS & HIGHWAYS TOTAL:	**1,087,147.51**
	STREET IMPROVEMENTS TOTAL:	**1,033,894.38**

331 - CAPITAL IMPROVEMENTS

CAPITAL IMPROVEMENTS

JANET OSTASHAY	MAR-JUN22 AVR INTERPRETIVE EXHIBITS&CPF NOMINATION	14,430.00
TYLER TECHNOLOGIES-INCODE DIVISION	3/1-3/30/22 ENERGOV ELM IMPLEMENTATION	4,882.50
TYLER TECHNOLOGIES-INCODE DIVISION	4/17-4/22/22 ENERGOV ELM IMPLEMENTATION	2,059.06
	CAPITAL IMPROVEMENTS TOTAL:	**21,371.56**
	CAPITAL IMPROVEMENTS TOTAL:	**21,371.56**

731 - CFD 2005-01

TRUST FUND

KOPPEL & GRUBER PUBLIC FIN.	APR-JUN'22 CFD ADMIN SERVICES	2,017.98
	TRUST FUND TOTAL:	**2,017.98**
	CFD 2005-01 TOTAL:	**2,017.98**

GRAND TOTAL: 2,263,912.05

City of Aliso Viejo
AGENDA ITEM

DATE: August 17, 2022

TO: Mayor and City Council

FROM: Ann Eifert, Director of Financial Services/City Treasurer

SUBJECT: TREASURER'S STATEMENT – JUNE 2022

Recommended Action:

Approve June 2022 Treasurer's Statement.

Fiscal Impact:

No Fiscal Impact

Background:

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

Discussion:

The City's portfolio consists of investments in Certificates of Deposits (CD), Medium Term Notes, US Treasury bonds, Federal Agency (Government Sponsored Enterprises (GSE)) bonds, Corporate Notes (CN), and Local Agency Investment Fund (LAIF). All funds invested with LAIF are available for withdrawal within 24 hours.

With Proposition 1A, the State does not have the ability to borrow from funds invested in LAIF. CD's are insured by Federal Deposit Insurance Corporation (FDIC). FDIC is an independent agency created by Congress in 1933 to supervise banks, insure deposits, and help maintain a stable and sound banking system. Investments in agencies are backed by the implied guarantee of the U.S. government. All CN's purchased are rated "AA" or better by a nationally recognized rating agency.

Interest is credited to the City's bank account on a monthly basis. All deposits in excess of FDIC insurance limits are collateralized by the financial institution in accordance with government codes.

Fund transfers for capital projects and reimbursement of fiscal charges for the CFD 2005-01 are completed on a quarterly basis. Street improvements include payments for the Pacific Park Rehabilitation & Slurry Seal projects and are funded with Measure M and SB 1 funds. COP Capital provides funding for the AV Ranch project and is funded by Bond proceeds, General fund and Development Impact funds.

Attachment:

1. Jun'22 Treasurer's Statement

CITY OF ALISO VIEJO
TREASURER'S MONTHLY CASH STATEMENT

June 30, 2022

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE	
GENERAL FUND	$ 19,394,296.95	$ 833,825.87	$ 11,891,057.16		$ 8,118,065.07	
TCRF	$ 90,032.83			(11,768.75)	78,264.08	
GAS TAX FUND	$ 865,653.36	101,619.18	97,380.12	(52,586.97)	817,305.45	
MEASURE M	$ 1,088,230.87		768.00	108,717.33	1,196,180.20	
SB1-RMRA	$ 631,720.51	90,808.96		(58,595.98)	663,933.49	
PUBLIC SAFETY GRANTS	$ 147,375.98		1,958.00		145,417.98	(1)
AIR QUALITY IMPRVMNT FD	$ 1,055,085.46	16,250.09			1,071,335.55	
INTEGRATED WASTE MGMT FD	$ 14,961.00	71,231.00			86,192.00	
OTHER GRANTS	$ (213,169.81)			(100,858.74)	(314,028.55)	
TECHNOLOGY GRANT	$ 208,204.08		3,737.39		204,466.69	
DEVELOPMENT IMPACT	$ 1,410,622.33				1,410,622.33	
FEDERAL GRANTS	$ 9,547.25	2,839,053.00		(2,395.10)	2,846,205.15	
CITY FACILITY - AV CTR	$ 179,758.92				179,758.92	
CITY FACILITY - AQUATIC CTR	$ 74,460.90	127,652.52	97,897.04		104,216.38	
STREET IMPROVEMENTS	$ 180,021.65		46,400.37	14,101.70	147,722.98	(2)
CAPITAL IMPROVEMENTS	$ (143,901.84)		32,256.49	320,892.10	144,733.77	(2)
STORM WATER	$ (1,495.00)			1,495.00	-	(2)
COP CAPITAL	$ -				-	(2)
COP	$ (8,274.33)				(8,274.33)	
AV RANCH FOUNDATION	$ 50.00				50.00	
CFD 2005-01	$ (3,759.98)		140.00		(3,899.98)	
RENEWABLE FARMS	$ 84,424.50	23,487.00	52,815.00		55,096.50	
COMMUNITY TRUST	$ 8,955.68		1,115.00		7,840.68	
TOTALS	**$ 25,072,801.31**	**$ 4,103,927.62**	**$ 12,225,524.57**	**$ -**	**$ 16,951,204.36**	

SUMMARY OF CASH:

DEMAND DEPOSITS:	GENERAL ACCOUNT	$ 8,175,440.30	
SAVINGS ACCOUNT:	MONEY MARKET	$ 25,694.61	
INVESTMENTS:	LOCAL AGENCY INVESTMENT FD	$ 8,750,069.45	
	TOTAL CASH		**$ 16,951,204.36**

Years to Maturity for June 2022	1.34
Weighted Average Yield for June 2022	1.620%

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

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

Other monies held include Cash with Fiscal Agent, Investments, Payroll and AV Center.			**$ 28,804,714.49**
Cash With Fiscal Agent	COPS/CFD 2005-01	4,569,017.71	
Cash With Investment Advisor	City Investments	22,119,272.76	
AV Center		1,934,105.60	
PR Account		179,520.42	
Petty Cash		2,798.00	
	GRAND TOTAL OF CITY FUNDS		**$ 45,755,918.85**

(1) Public Safety Grant includes the MDC and PVS Program Costs budgeted with SLESF funds.

(2) Transfers in and out are done on a quarterly basis.
Street Improvements include the Slurry Seal, Traffic Management and Street Improvement Projects.
Capital Improvements include park and AV Ranch improvement projects.
Storm Water includes the Dairy Fork and Wood Canyon Emergent Wetland Project.

(3) % of portfolio is based of investments & includes LAIF

City of Aliso Viejo

Portfolio Summay
As of 6/30/2022

Investment Type	Original Cost	Par Value	Market Value *	% of Portfolio
Federal Agency Coupon Securities	$ 7,233,521	$ 7,235,000	$ 7,111,752	23.43%
LAIF	$ 8,750,069	$ 8,750,069	$ 8,750,069	28.35%
Medium Term Notes	$ 2,000,620	$ 2,000,000	$ 1,941,884	6.48%
FDIC CDs	$ 5,139,897	$ 5,145,000	$ 4,933,096	16.65%
Treasury Coupon Securities	$ 7,745,235	$ 8,000,000	$ 7,732,694	25.09%
Portfolio:	**$ 30,869,342**	**$ 31,130,069**	**$ 30,469,495**	**100.00%**

Years To Maturity	1.34
Weighted Average Yield	1.620%

*Market Values obtained from US Bank Treasury Division

Holdings Report

City of Aliso Viejo — **June 30, 2022**

CUSIP	Issuer / Coupon Rate	Maturity Date / Call Date	Remaining / Par Value	Settle Date / Book Yield	Original Value / Book Value	Mkt Price / Mkt YTM	Market Value / Accrued Int.	% of Port / Gain/Loss	Moody/S&P / Fitch	WAM / Eff. Dur.
Certificates of Deposit										
29278TKG4	EnerBank	08/08/2022	245,000.00	08/07/2019	245,000.00	100.04	245,088.45	0.79%	NR/NR	0.11
	2.050%			2.05%	245,000.00	0.27%	1,981.48	88.45	NR	0.10
05580ASU9	BMW Bank	10/11/2022	245,000.00	10/11/2019	245,000.00	100.01	245,029.65	0.79%	NR/NR	0.28
	1.850%			1.85%	245,000.00	1.01%	1,005.84	29.65	NR	0.28
7954505W1	Sallie Mae Bank	12/12/2022	245,000.00	12/13/2019	244,642.30	99.92	244,803.76	0.79%	NR/NR	0.45
	1.850%			1.64%	244,642.30	1.33%	223.52	161.46	NR	0.45
949495AA3	Wells Fargo National Bank West	12/13/2022	245,000.00	12/13/2019	245,000.00	99.90	244,746.67	0.79%	NR/NR	0.45
	1.800%			1.81%	245,000.00	1.34%	217.48	-253.33	NR	0.45
27002YEX0	EagleBank	03/20/2024	245,000.00	03/20/2020	244,510.00	97.26	238,294.35	0.79%	NR/NR	1.72
	1.550%			1.60%	244,510.00	2.78%	114.45	-6,215.65	NR	1.69
05465DAK4	Axos Bank	03/26/2024	245,000.00	03/26/2020	245,000.00	97.39	238,617.51	0.79%	NR/NR	1.74
	1.650%			1.65%	245,000.00	2.79%	55.38	-6,382.50	NR	1.70
15118RUV7	Celtic Bank	04/17/2024	245,000.00	04/17/2020	245,000.00	96.83	237,232.03	0.79%	NR/NR	1.80
	1.400%			1.40%	245,000.00	2.85%	131.56	-7,767.97	NR	1.76
32110YPS8	First National Bank of America	04/22/2024	245,000.00	04/23/2020	244,522.25	96.53	236,502.67	0.79%	NR/NR	1.81
	1.250%			1.30%	244,522.25	2.86%	75.51	-8,019.59	NR	1.78
15201QDF1	CenterState Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	96.40	236,172.41	0.79%	NR/NR	1.84
	1.200%			1.25%	244,522.25	2.88%	499.40	-8,349.85	NR	1.80
58404DGU9	Medallion Bank	04/30/2024	245,000.00	04/30/2020	244,522.25	96.40	236,172.41	0.79%	NR/NR	1.84
	1.200%			1.25%	244,522.25	2.88%	499.40	-8,349.85	NR	1.80
538036JN5	Live Oak Banking	08/28/2024	245,000.00	02/28/2020	244,529.60	96.53	236,486.50	0.79%	NR/NR	2.16
	1.650%			1.69%	244,529.60	2.96%	332.26	-8,043.11	NR	2.11
856285RU7	State Bank of India	11/27/2024	245,000.00	12/06/2019	245,000.00	96.91	237,419.46	0.79%	NR/NR	2.41
	2.000%			2.00%	245,000.00	3.00%	469.86	-7,580.55	NR	2.34
61760A4F3	Morgan Stanley Private Bank	12/12/2024	245,000.00	12/13/2019	244,416.90	96.73	236,985.56	0.79%	NR/NR	2.45
	1.950%			2.00%	244,416.90	3.00%	248.69	-7,431.34	NR	2.38
61690UUJ7	Morgan Stanley Bank	02/27/2025	245,000.00	02/28/2020	244,416.90	96.04	235,295.55	0.79%	NR/NR	2.67
	1.800%			1.85%	244,416.90	3.05%	1,498.19	-9,121.35	NR	2.57
14042RPG0	Capital One Bank NA	04/08/2025	245,000.00	04/09/2020	244,412.00	95.32	233,529.84	0.79%	NR/NR	2.78
	1.600%			1.65%	244,412.00	3.09%	902.14	-10,882.17	NR	2.69
33847E3J4	Flagstar Bank	05/15/2025	245,000.00	05/15/2020	245,000.00	93.21	228,374.06	0.79%	NR/NR	2.88
	0.900%			0.90%	245,000.00	3.13%	283.93	-16,625.95	NR	2.83
866264DP6	Summit State Bank	05/15/2025	245,000.00	05/18/2020	244,402.20	93.08	228,039.88	0.79%	NR/NR	2.88
	0.850%			0.90%	244,402.20	3.14%	268.16	-16,362.33	NR	2.83
89235MJS1	Toyota Financial Savings Bank	06/30/2025	245,000.00	06/30/2020	245,000.00	92.62	226,914.84	0.79%	NR/NR	3.00
	0.800%			0.73%	245,000.00	3.14%	10.74	-18,085.17	NR	2.96
59013KLQ7	Merrick Bank	12/30/2025	245,000.00	12/30/2020	245,000.00	90.68	222,166.49	0.79%	NR/NR	3.50
	0.550%			0.55%	245,000.00	3.18%	3.69	-22,833.51	NR	3.46

Holdings Report

City of Aliso Viejo — **June 30, 2022**

CUSIP	Issuer / Coupon Rate	Maturity Date / Call Date	Remaining Par Value	Settle Date / Book Yield	Original Value / Book Value	Mkt Price / Mkt YTM	Market Value / Accrued Int.	% of Port / Gain/Loss	Moody/S&P / Fitch	WAM / Eff. Dur.
Certificates of Deposit										
90348JR93	UBS Bank USA	08/11/2026	245,000.00	08/11/2021	245,000.00	90.74	222,313.00	0.79%	NR/NR	4.12
	0.950%			0.95%	245,000.00	3.20%	127.53	-22,687.00	NR	4.01
38149MYB3	Goldman Sachs Bank	08/11/2026	245,000.00	08/11/2021	245,000.00	90.98	222,911.05	0.79%	NR/NR	4.12
	1.000%			1.00%	245,000.00	3.19%	939.73	-22,088.96	NR	4.01
					5,139,896.65		**4,933,096.07**	**16.65%**		**2.14**
Total Certificates of Deposit			**5,145,000.00**	**1.43%**	**5,139,896.65**	**2.62%**	**9,888.94**	**-206,800.62**		**2.10**
Corporate Bonds										
594918BQ6	Microsoft	08/08/2023	500,000.00	12/06/2019	503,635.00	99.04	495,176.00	1.63%	Aaa/AAA	1.11
	2.000%	06/08/2023		1.79%	503,635.00	2.28%	3,972.22	-8,459.00	AAA	1.04
30231GBC5	Exxon Mobil	08/16/2024	500,000.00	12/12/2019	501,615.00	97.43	487,153.00	1.62%	Aa2/AA-	2.13
	2.019%	07/16/2024		1.95%	501,615.00	2.72%	3,785.62	-14,462.00	NR	2.03
037833DM9	Apple	09/11/2024	500,000.00	12/06/2019	497,165.00	96.68	483,405.50	1.61%	Aaa/AA+	2.20
	1.800%	08/11/2024		1.92%	497,165.00	2.63%	2,750.00	-13,759.50	NR	2.11
64952WDL4	New York Life	01/22/2025	500,000.00	01/22/2020	498,205.00	95.23	476,149.00	1.61%	Aaa/AA+	2.57
	2.000%			2.08%	498,205.00	3.35%	4,416.67	-22,056.00	AAA	2.43
					2,000,620.00		**1,941,883.50**	**6.48%**		**2.00**
Total Corporate Bonds			**2,000,000.00**	**1.93%**	**2,000,620.00**	**2.74%**	**14,924.51**	**-58,736.50**		**1.90**
LAIF										
9830007	LAIF	07/01/2022	8,750,069.45	06/21/2022	8,750,069.45	1.00	8,750,069.45	28.35%	NR/NR	0.00
	0.861%			0.86%	8,750,069.45	0.86%	0.00	0.00	NR	0.00
					8,750,069.45		**8,750,069.45**	**28.35%**		**0.00**
Total LAIF			**8,750,069.45**	**0.86%**	**8,750,069.45**	**0.86%**	**0.00**	**0.00**		**0.00**
U.S. Agencies										
313385H41	FHLB	09/27/2022	2,000,000.00	06/28/2022	1,990,900.00	99.54	1,990,716.00	6.45%	P-1/A-1+	0.24
	0.000%			1.81%	1,990,900.00	1.87%	0.00	-184.00	F1+	0.24
3133ELZF4	FFCB	11/14/2022	500,000.00	05/14/2020	499,745.00	99.19	495,959.50	1.62%	Aaa/AA+	0.38
	0.270%			0.29%	499,745.00	2.10%	176.25	-3,785.50	AAA	0.37
3130AJ7E3	FHLB	02/17/2023	500,000.00	02/21/2020	499,080.00	99.16	495,798.50	1.62%	Aaa/AA+	0.64
	1.375%			1.44%	499,080.00	1.89%	2,559.03	-3,281.50	AAA	0.62

Holdings Report

City of Aliso Viejo — **June 30, 2022**

CUSIP	Issuer / Coupon Rate	Maturity Date / Call Date	Remaining Par Value	Settle Date / Book Yield	Original Value / Book Value	Mkt Price / Mkt YTM	Market Value / Accrued Int.	% of Port / Gain/Loss	Moody/S&P / Fitch	WAM / Eff. Dur.
U.S. Agencies										
3130ASCC1	FHLB	06/23/2023	1,000,000.00	06/23/2022	1,000,000.00	99.56	995,640.00	3.24%	Aaa/AA+	0.98
	2.000%	12/23/2022		2.00%	1,000,000.00	2.00%	444.44	-4,360.00	AAA	0.70
3130A3VC5	FHLB	12/08/2023	500,000.00	02/20/2020	514,900.00	98.73	493,642.00	1.67%	Aaa/AA+	1.44
	2.250%			1.44%	514,900.00	2.44%	718.75	-21,258.00	AAA	1.40
3133ELNE0	FFCB	02/14/2024	500,000.00	02/14/2020	499,245.00	97.64	488,205.50	1.62%	Aaa/AA+	1.63
	1.430%			1.47%	499,245.00	2.30%	2,720.97	-11,039.50	AAA	1.58
3133ELG99	FFCB	06/10/2024	500,000.00	06/10/2020	498,220.00	95.13	475,650.00	1.61%	Aaa/AA+	1.95
	0.375%			0.46%	498,220.00	2.48%	109.38	-22,570.00	AAA	1.91
3133ELCP7	FFCB	12/03/2024	235,000.00	12/09/2019	233,926.05	96.57	226,938.33	0.76%	Aaa/AA+	2.43
	1.625%			1.72%	233,926.05	2.61%	297.01	-6,987.73	AAA	2.35
3137EAEX3	FHLMC	09/23/2025	500,000.00	10/20/2020	497,505.00	91.39	456,959.00	1.61%	Aaa/AA+	3.24
	0.375%			0.48%	497,505.00	2.80%	510.42	-40,546.00	AAA	3.17
3130ASD63	FHLB	06/28/2027	1,000,000.00	06/28/2022	1,000,000.00	99.22	992,243.00	3.24%	Aaa/AA+	5.00
	3.250%	06/28/2024		3.25%	1,000,000.00	3.25%	270.83	-7,757.00	AAA	3.30
					7,233,521.05		**7,111,751.83**	**23.43%**		**1.61**
Total U.S. Agencies			**7,235,000.00**	**1.67%**	**7,233,521.05**	**2.30%**	**7,807.08**	**-121,769.23**		**1.32**
U.S. Treasuries										
912828YF1	U.S. Treasury	09/15/2022	500,000.00	12/12/2019	497,949.22	99.96	499,803.50	1.61%	Aaa/AA+	0.21
	1.500%			1.65%	497,949.22	1.23%	2,201.09	1,854.28	AAA	0.21
912796N96	U.S. Treasury	11/03/2022	2,000,000.00	06/28/2022	1,986,293.34	99.29	1,985,890.00	6.43%	P-1/A-1+	0.35
	0.000%			1.97%	1,986,293.34	2.00%	0.00	-403.34	F1+	0.35
912796T33	U.S. Treasury	02/23/2023	2,000,000.00	06/29/2022	1,968,863.62	98.41	1,968,250.00	6.38%	P-1/A-1+	0.65
	0.000%			2.41%	1,968,863.62	2.43%	0.00	-613.62	F1+	0.65
912828T91	U.S. Treasury	10/31/2023	500,000.00	12/09/2019	500,175.78	98.20	491,015.50	1.62%	Aaa/AA+	1.34
	1.625%			1.62%	500,175.78	2.28%	1,368.89	-9,160.28	AAA	1.30
91282CCF6	U.S. Treasury	05/31/2026	1,000,000.00	06/13/2022	915,976.56	91.09	910,938.00	2.97%	Aaa/AA+	3.92
	0.750%			3.01%	915,976.56	3.04%	635.25	-5,038.56	AAA	3.81
91282CCJ8	U.S. Treasury	06/30/2026	1,000,000.00	06/29/2022	913,125.00	91.39	913,867.00	2.96%	Aaa/AA+	4.00
	0.875%			3.20%	913,125.00	3.21%	23.78	742.00	AAA	3.88
912828X88	U.S. Treasury	05/15/2027	1,000,000.00	06/29/2022	962,851.56	96.29	962,930.00	3.12%	Aaa/AA+	4.88
	2.375%			3.20%	962,851.56	3.20%	3,033.29	78.44	AAA	4.55
					7,745,235.08		**7,732,694.00**	**25.09%**		**1.90**
Total U.S. Treasuries			**8,000,000.00**	**2.46%**	**7,745,235.08**	**2.49%**	**7,262.30**	**-12,541.08**		**1.82**

Holdings Report

City of Aliso Viejo

June 30, 2022

CUSIP	Issuer Coupon Rate	Maturity Date Call Date	Remaining Par Value	Settle Date Book Yield	Original Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port Gain/Loss	Moody/S&P Fitch	WAM Eff. Dur.
					30,869,342.23		30,469,494.85	100.00%		1.34
TOTAL PORTFOLIO			31,130,069.45	1.62%	30,869,342.23	2.02%	39,882.83	-399,847.43		1.24
TOTAL MARKET VALUE PLUS ACCRUED INTEREST							30,509,377.68			

Transaction Report

City of Aliso Viejo

June 01, 2022 - June 30, 2022

Transaction Date	Transaction Type	Security ID	Security Description	Maturity Date	Purchases	Redemptions	Interest	Deposits	Withdrawals
06/01/2022	Interest	538036JN5	LIVOAK 1.65 08/28/24	08/28/2024	-	-	343.34	-	-
06/03/2022	Interest	3133ELCP7	FFCB 1 5/8 12/03/24	12/03/2024	-	-	1,909.38	-	-
06/08/2022	Interest	3130A3VC5	FHLB 2 1/4 12/08/23	12/08/2023	-	-	5,625.00	-	-
06/10/2022	Interest	3133ELG99	FFCB 0 3/8 06/10/24	06/10/2024	-	-	937.50	-	-
06/13/2022	Interest	949495AA3	WFC 1.8 12/13/22	12/13/2022	-	-	374.55	-	-
06/13/2022	Interest	61760A4F3	MS 1.95 12/12/24	12/12/2024	-	-	2,382.21	-	-
06/13/2022	Interest	7954505W1	SALLMA 1.85 12/12/22	12/12/2022	-	-	2,260.04	-	-
06/13/2022	Purchase	91282CCF6	T 0 3/4 05/31/26	05/31/2026	-915,976.56	-	-266.39	-	-
06/13/2022	Interest	90348JR93	UBS 0.95 08/11/26	08/11/2026	-	-	197.68	-	-
06/16/2022	Deposit		LAIF Deposit		-	-	-	2,100,000.00	-
06/17/2022	Deposit		LAIF Deposit		-	-	-	2,100,000.00	-
06/17/2022	Interest	15118RUV7	CELTIC 1.4 04/17/24	04/17/2024	-	-	291.32	-	-
06/20/2022	Interest	27002YEX0	EGBN 1.55 03/20/24	03/20/2024	-	-	322.53	-	-
06/21/2022	Deposit		LAIF Deposit		-	-	-	3,000,000.00	-
06/22/2022	Interest	32110YPS8	FNAMER 1 1/4 04/22/24	04/22/2024	-	-	260.10	-	-
06/23/2022	Purchase	3130ASCC1	FHLB 2 06/23/23	06/23/2023	-1,000,000.00	-	-	-	-
06/27/2022	Interest	05465DAK4	BOFI 1.65 03/26/24	03/26/2024	-	-	343.34	-	-
06/27/2022	Withdrawal		LAIF Withdrawal		-	-	-	-	-5,000,000.00
06/28/2022	Withdrawal		LAIF Withdrawal		-	-	-	-	-5,000,000.00
06/28/2022	Purchase	3130ASD63	FHLB 3 1/4 06/28/27	06/28/2027	-1,000,000.00	-	-	-	-
06/28/2022	Purchase	313385H41	FHLB DISCOUNT NT	09/27/2022	-1,990,900.00	-	-	-	-
06/28/2022	Purchase	912796N96	TREASURY BILL	11/03/2022	-1,986,293.33	-	-	-	-
06/29/2022	Purchase	912828X88	T 2 3/8 05/15/27	05/15/2027	-962,851.56	-	-2,904.21	-	-
06/29/2022	Purchase	91282CCJ8	T 0 7/8 06/30/26	06/30/2026	-913,125.00	-	-4,350.83	-	-
06/29/2022	Purchase	912796T33	TREASURY BILL	02/23/2023	-1,968,863.61	-	-	-	-
06/29/2022	Interest	89235MJS1	TOYFBN 0.8 06/30/25	06/30/2025	-	-	977.32	-	-
06/30/2022	Interest	59013KLQ7	MERICK 0.55 12/30/25	12/30/2025	-	-	114.45	-	-
06/30/2022	Interest	91282CCJ8	T 0 7/8 06/30/26	06/30/2026	-	-	4,375.00	-	-
Grand Total:					**-10,738,010.06**	**0.00**	**13,192.33**	**7,200,000.00**	**-10,000,000.00**

California State Treasurer
Fiona Ma, CPA



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

CITY OF ALISO VIEJO

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

Account Number: 98-30-007

June 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/16/2022	6/16/2022	RD	1706252	1666558	ANN EIFERT	2,100,000.00
6/17/2022	6/17/2022	RD	1706297	1666598	ANN EIFERT	2,100,000.00
6/21/2022	6/21/2022	RD	1706379	1666677	ANN EIFERT	3,000,000.00
6/27/2022	6/23/2022	RW	1706592	1666893	ANN EIFERT	-5,000,000.00
6/28/2022	6/23/2022	RW	1706591	1666894	ANN EIFERT	-5,000,000.00

Account Summary

Total Deposit:	7,200,000.00	Beginning Balance:	11,550,069.45
Total Withdrawal:	-10,000,000.00	Ending Balance:	8,750,069.45

PMIA/LAIF Performance Report as of 07/13/22

PMIA Average Monthly Effective Yields[1]

June	**0.861**
May	0.684
Apr	0.523

Quarterly Performance Quarter Ended 03/31/22

LAIF Apportionment Rate[2]:	0.32
LAIF Earnings Ratio[2]:	0.00000875657176851
LAIF Fair Value Factor[1]:	0.988753538
PMIA Daily[1]:	0.42%
PMIA Quarter to Date[1]:	0.29%
PMIA Average Life[1]:	310

Pooled Money Investment Account Monthly Portfolio Composition [1] 06/30/22 $234.5 billion

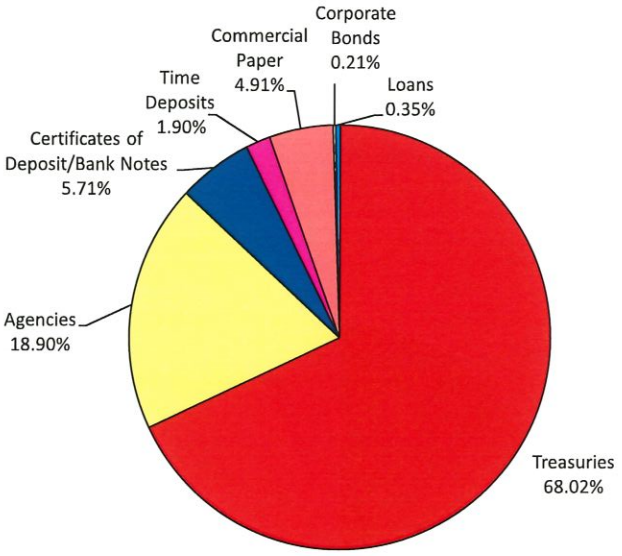


Chart does not include $4,693,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:
[1] State of California, Office of the Treasurer
[2] State of Calfiornia, Office of the Controller

City of Aliso Viejo
AGENDA ITEM

DATE: August 17, 2022

TO: Mayor and City Council

FROM: Shaun Pelletier, City Engineer

SUBJECT: CONTRACT WITH CT CONSTRUCTION SERVICES FOR CITY HALL SUITE 200 IMPROVEMENTS

Recommended Actions:

1. Award a contract in the amount of $106,491 to CT Construction Services, Inc. for the City Hall Suite 200 Improvements project;

2. Authorize the City Manager to execute a contract with CT Construction Services, Inc.; and

3. Authorize City staff to make total compensation to CT Construction Services, Inc. up to $106,491 plus $21,298 (20% of the contract amount) to allow for contingencies, totaling $127,789.

Fiscal Impact:

The total cost of the contract is a not-to-exceed amount of $127,789. Funds of $175,000 for the second-floor improvements at City Hall are included in the fiscal year 2022-23 Capital Improvement Plan budget. These funds will also cover required furnishings and work not included in the awarded contract.

Background:

Prior to the opening of Aliso Viejo Ranch in 2021, the City was using Suite 200 as a location to host recreation programs for residents. The recreation programs are now operating at Aliso Viejo Ranch leaving this space vacant. RedNight Consulting expanded into half of this space last summer. The remaining space will be reconfigured and utilized by City staff as the space on the first floor of City Hall in Suite 100 has reached capacity.

Two quotes were received for the work, with CT Construction being the lowest responsible bidder.

Discussion:

City Hall Suite 200 will be reconfigured to provide two new staff offices and a large conference room, in addition to three existing workspaces. These improvements will provide much needed space for current and potential future employees. The new conference room will also be better suited for larger group meetings than existing conference rooms.

Additional work outside of this contract will include HVAC modifications, network cabling, and office furnishings.

CT Construction has completed various improvements throughout the City satisfactorily. Staff respectfully recommends approval of the recommend actions.

Attachment:

1. Contract

CITY OF ALISO VIEJO

SHORT-FORM CONSTRUCTION CONTRACT

CITY HALL SUITE 200 IMPROVEMENTS

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 20___ by and between the City of Aliso Viejo, a general law city organized under the laws of the State of California with its principal place of business at 12 Journey, Suite 100, Aliso Viejo, CA, 92656 ("City") and **CT Construction Services, Inc.**, a **Corporation** with its principal place of business **27836 Rural Lane, Laguna Niguel, CA 92677,** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a general law city organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

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

2.3 Project. City desires to engage Contractor to render such services for the **City Hall Suite 200 Improvements** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, insurance documents and other certifications as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Exhibit A – Plans and Specifications, Exhibit B – Labor Code Certification (the "Contract Documents").

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference.

3.3 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.4 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **40 working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars ($500) per day for each and every working day of delay beyond the Contract Time, as such Contract Time may be adjusted pursuant to this Contract.

3.5 Compensation and Payment.

3.5.1 Contract Price. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **One Hundred Six Thousand Four Hundred Ninety-One** Dollars **($106,491**) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

The City Manager may approve additional work not to exceed 20% of the original Contract amount, **($21,298)**.

3.5.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.5.3 Contract Retention. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.5.3.1 Substitutions for Contract Retention. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.5.4 Payment Withholding. In addition to Contract retention, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.5.5 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.6 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

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

3.9 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.10 Completion of Work. When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.11 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.12 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advance written notice.

3.13 Indemnification. To the fullest extent allowed by law, Contractor shall defend (with counsel of the City's choosing), indemnify and hold City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, directors, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

3.14 Insurance.

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

3.14.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.14.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

3.14.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease.

3.14.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.14.3.1 General Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; (2) the insurer shall waive any and all rights of subrogation it may have or acquire against the City, its directors, officials, officers, employees, agents and volunteers; and (3) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

3.14.3.2 Automobile Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; (2) the insurer shall waive any and all rights of subrogation it may have or acquire against the City, its directors, officials, officers, employees, agents and volunteers; and (3) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials,

officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

3.14.3.3 Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

3.14.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City (ten (10) days for nonpayment of premium); and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.14.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.14.5 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence.

3.14.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.14.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.

3.14.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to 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, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.14.9 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.15 Bond Requirements. **Not Applicable**

3.15.1 Payment Bond. If required by law or otherwise specifically requested by City, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.15.2 Performance Bond. Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. No payment will be made to Contractor until the bond has been received and approved by the City.

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

3.15.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City.

3.16 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life-saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary

or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.17 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for one additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.18 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and

harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.19 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Building Permit. While Contractor will not be charged a fee for any City permits.

3.20 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.21 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.22 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.23 Labor.

3.23.1 Hours of Work. The Contractor shall perform all work during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise specified in the Contract Documents or authorized by the City in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from the City. The request must be received at least two (2) working days in advance of any work. No work will be allowed on City holidays except in the case of an emergency. A listing of City holidays is on file at City Hall. If Contractor requests overtime work in which the City will incur costs, Contractor shall be responsible for payment of the City's costs incurred in connection with the overtime work. The

City will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, the City may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

3.23.2 Prevailing Wages. The Contract is subject to California Labor Code Sections 1720 and following, and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, the City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, as determined by the Director of the Department of Industrial Relations, a copy of which is on file at City Hall, and shall be made available for viewing to any interested party upon request. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

3.23.3 Payroll Records. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to the City, forfeit One Hundred Dollars ($100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.23.4 Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform

public work. This Project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.23.5 Employment of Apprentices. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3.23.6 General. 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 Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.23.7 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "B" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.23.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

3.24 Termination. This Contract may be terminated by City at any time by giving Contractor five (5) calendar days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City shall provide Contractor with a written notice of default. In the event that Contractor fails to cure the alleged default within five (5) calendar days (or in the case of a default that may not be cured in five (5) calendar days, commences the cure within said time period and diligently pursues the cure until completion), City may terminate the Contract immediately without further notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure,

upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.25 Claims and Disputes.

3.25.1 If any dispute shall arise between the City and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to the City within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

3.25.2 All public works claims between the Contractor and the City shall be resolved pursuant to the procedures set forth in Public Contract Code Section 9204. The City will provide a written response to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim, unless the parties mutually agree to extend the time for response. If the City does not respond within the 45-day time period, or as extended by mutual agreement, the claim shall be deemed rejected in its entirety.

If the Contractor disputes the City's response, or if the City fails to respond within the statutory time period(s), the Contractor may so notify the City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the City shall schedule a meet and confer conference within 30 days.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion thereof remains in dispute, the City shall provide the Contractor with a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any portion of the claim that remains in dispute shall be submitted to nonbinding mediation. The selection of the mediator shall be in accordance with Public Contract Code section 9204 and the City and the Contractor shall equally share the associated mediator fees. Each party will be responsible for its own attorney's fees and other costs.

3.25.3 Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the City, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

3.25.4 Notwithstanding any other provision herein, claims of $375,000 or less shall be resolved in accordance with the procedures set forth in Section 20104 et seq. of the Public Contract Code.

3.25.5 In addition to any and all requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters

that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.25.6 Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

3.26 Miscellaneous

3.26.1 Certification of License. Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor enters into this Contract and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification required by the City. All subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

3.26.2 State License Board Notice. Contractors are required by law to be licensed and regulated by the contractors' state license board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.26.3 Notices. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

CITY:	**CONTRACTOR**
City of Aliso Viejo	CT Construction Services, Inc.
12 Journey, Suite 100	27836 Rural Lane
Aliso Viejo, CA 92656	Laguna Niguel, CA 92677
Attn: City Engineer	Attn: Craig Tokarski
Email: public-works@cityofalisoviejo.com	Email: craig@ctconstructionservices.com

Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if by United States Postal Service, three days after deposit in the mail.

3.26.4 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.26.5 Clayton Act and Cartwright Act. Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code Section 7103.5 the Contractor and all of its subcontractors hereby offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to this Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the Parties.

3.26.6 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.26.7 Time is of Essence. Time is of the essence in the performance of this Contract.

3.26.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.26.10 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.26.11 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.26.12 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent

upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.26.13 Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

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

3.26.15 Fraud Policy. Contractor shall provide a copy of the City's Fraud Prevention Policy to each of its employees assigned to perform work under this Contract. Contractor shall submit to the City's Representative a statement signed by Contractor and by each of its employees who are assigned to perform work under this Contract certifying receipt of and that they have read the City's Fraud Prevention Policy. A finding by the City that Contractor or any of Contractor'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 Contract at City's request and/or termination of this Contract. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

[Signatures on following page]

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF ALISO VIEJO

By:_____
David A. Doyle
City Manager

CT CONSTRUCTION SERVICES

By:_____

Craig Tokarski

California Contractor License No.

1038616

ATTEST:

By:_____
Mitzi Ortiz, MMC
City Clerk

APPROVED AS TO FORM:

By:_____
Best Best & Krieger LLP
City Attorney

APPROVED AS TO COMPLIANCE WITH BUDGET:

By:_____
Ann Eifert
Director of Financial Services

CITY OF ALISO VIEJO

DECLARATION OF POLITICAL CONTRIBUTIONS

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

NONE.

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

LAGUNA NIGUEL, ORANGE, CA — City/County/State

8/1/22 — Date

CT CONSTRUCTION SERVICES — Name of Business

CRAIG TOLANSKI — Print Name

Signature

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

EXHIBIT "A"
PLANS AND SPECIFICATIONS

EXHIBIT "B"
LABOR CERTIFICATION

LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

CONTRACTOR

By: _____

Name: CRAIG TOWNSEND

Title: President

Dated: 8/1/22

City of Aliso Viejo
AGENDA ITEM

DATE: August 17, 2022

TO: Mayor and City Council

FROM: George Buell, Interim Community Development Director
Rose Rivera, Senior Planner

SUBJECT: FENNEL MEDITERRANEAN RESTAURANT (PA22-011): AN ADMINISTRATIVE USE PERMIT TO ESTABLISH AN ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE TYPE 47 (ON-SALE GENERAL – EATING PLACE) IN CONJUNCTION WITH A NEW RESTAURANT (FENNEL MEDITERRANEAN RESTAURANT) AND A SITE DEVELOPMENT PERMIT (SDP) FOR EXTERIOR MODIFICATIONS TO THE BUILDING INCLUDING THE ENCLOSURE OF AN EXISTING PATIO WITHIN AN EXISTING TENANT SPACE LOCATED AT 26611 ALISO CREEK ROAD, SUITE A (ALISO VIEJO TOWN CENTER)

Recommended Action:

Staff recommends the City Council continue the public hearing to September 7, 2022.

Fiscal Impact:

None

Background:

On July 20, 2022, the City Council opened this public hearing, accepted testimony, and continued the public hearing to August 17, 2022, in order to allow for additional review of the project application.

Discussion:

The application requires additional review prior to City Council consideration of the matter. Therefore, staff recommends that the City Council open the continued public hearing, take any testimony, and continue the item to September 7, 2022, due to the additional time needed by the applicant.

Public Notice:

The public hearing notice was published in the Laguna Niguel News on July 7, 2022; however, the notice was not mailed to surrounding property owners and tenants in anticipation of the continuance. The notice of continued public hearing was posted at City Hall on July 21, 2022, in accordance with California Government Code Section 54955.1.

City of Aliso Viejo
AGENDA ITEM

DATE: August 17, 2022

TO: Mayor and City Council

FROM: George Buell, Interim Community Development Director
John Kanlund, Contract Planner

SUBJECT: PLANNING APPLICATION PA22-012: SITE DEVELOPMENT PERMIT (SDP) FOR EXTERIOR MODIFICATIONS TO THE BUILDING AND COMMON AREAS, AND AN EXCEPTION PERMIT (EP) TO ALLOW THE OUTDOOR PATIO TO EXCEED 1,000 SQUARE FEET (PROPOSED AT 1,215 SQUARE FEET) AND PROJECT DESIGN FEATURES TO MITIGATE THE OPERATIONAL SOUND IMPACTS ON SURROUNDING BUSINESSES AND SENSITIVE USES, LOCATED IN AN EXISTING TENANT SPACE OF THE COMMONS (26541 ALISO CREEK ROAD, #F); AND A CONDITIONAL USE PERMIT (CUP) TO ESTABLISH AN ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE TYPE 47 (ON-SALE GENERAL – EATING PLACE AND BEER AND WINE FOR OFFSITE CONSUMPTION) FOR A FULL-SERVICE RESTAURANT (EUREKA!) OFFERING OUTDOOR DINING WITH LATE NIGHT HOURS

Recommended Actions:

1. Open and conduct the continued public hearing;

2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities);

3. Adopt a Resolution approving a Conditional Use Permit (CUP) to establish an Alcoholic Beverage Control (ABC) License Type 47 (On-Sale General – Eating Place and Offsite consumption) in conjunction with a new restaurant “Eureka!”; and

4. Adopt a Resolution approving a Site Development Permit (SDP) to allow for exterior modifications including a new outdoor dining area, a new color scheme for the facade, and new landscaping, and an Exception Permit (EP) to allow the size of the outdoor dining area to exceed the code limit of 1,000 square feet (proposed at 1,215 square feet) and use design features to mitigate the operational sound impacts of the patio on surrounding businesses and sensitive uses for an existing tenant space of The Commons located at 26541 Aliso Creek Road, #F.

Fiscal Impact:

There is no fiscal impact to the City associated with this discretionary action.

Background:

The original development project at the subject site was approved by the County of Orange in 1993. On November 16, 2005, the City Council adopted Ordinance 2005-080, which approved The Commons at Aliso Viejo Town Center Specific Plan No. 2. The specific plan was developed to accommodate a mixed-use development to include retail, restaurant, and residential uses. The proposed tenant space #F was previously a Panera Bread Company restaurant that closed in 2019.

On July 20, 2022, the City Council opened this public hearing, accepted testimony, and continued the public hearing to August 17, 2022, in order to allow for the applicant to complete additional work related to the hours of operation and noise mitigation prior to City Council consideration of the matter.

Discussion:

The proposed project is located within the Town Center Commercial (TCC) Zoning District of The Commons Specific Plan (SP2 – CTC) and includes tenant improvements with a 1,215 square foot outdoor patio, a full line of alcoholic beverages for onsite consumption with beer and wine for offsite consumption. In addition, late hours are proposed in conjunction with the operation of a full-service sit-down restaurant. Eureka! will be seeking a Type 47 Liquor License with the California Alcoholic Beverage Control. A Site Development Permit (SDP) is required for exterior improvements to the tenant space, and an Exception Permit (EP) is required for a patio that exceeds 1,000 square feet. The establishment of alcoholic beverage sales and service in conjunction with food service and outdoor dining is subject to the approval of a Conditional Use Permit (CUP) per Table IV-1 of the Specific Plan.

Site Development Permit

The Applicant proposes to demolish the existing water fountain and landscaped area and add a 1,215 square foot outdoor dining area. Pursuant to the requirements established in The Commons Specific Plan, a Site Development Permit is required to ensure that new development conforms to the development and design standards of the specific plan, including but not limited to permitted uses, development standards, and supplemental regulations. The application for the SDP included review of architectural, landscape and related development plans. The proposed project proposes architectural enhancements to the existing structure, which include a steel framed patio canopy structure that stands at 11 feet tall with an aluminum louvered rooftop system that will provide shade. The outdoor patio will feature a decorative fire and water feature as a focal point. The stucco façade will be painted white and includes architectural elements such as stone and wood paneling which will be painted black to match the patio canopy.

Exception Permit

The proposed project includes an outdoor dining area in conjunction with the new restaurant. Aliso Viejo Municipal Code (AVMC) Section 15.74.040 permits outdoor dining areas larger than 1,000 square feet with approval of an Exception Permit if the outdoor dining area is an accessory use, and that if the maximum size of the outdoor dining area is no more than 40 percent of the indoor floor area of the restaurant. The patio area is 1,215 square feet and will seat up to 86 guests. The structure is secured by a 3-foot-tall patio fencing with an existing gate on the east side of the patio. Access to the patio from the restaurant is via an overhead rolling door that is 16'6" wide by 10 feet tall that provides a wide opening to serve the outdoor seating area. The interior portion of the restaurant totals 4,748 square feet. The outdoor dining area would be 26 percent of the indoor floor area and therefore meets the requirements of AVMC.

Conditional Use Permit

Outdoor Dining - Outdoor dining may be permitted as an accessory use subject to the provisions of AVMC Section 15.22.190 if a conditional use permit is approved in accordance with AVMC 15.74.040. The proposed 1,215 square foot outdoor dining area is accessory to the main dining area. To ensure there is minimal impact on the nearby residential neighborhoods, the outdoor dining area will be subject to the hours of operation, operational characteristics, and conditions of approval for the patio area. Additionally, the attached Resolution (Attachment 1 and 2) includes conditions of approval that include sound mitigation requirements.

Alcoholic Beverage Sales – AVMC Section 15.22.200 – Sale of Alcoholic Beverages requires that the decision-making authority find that a proposal to sell alcoholic beverages is consistent with the purpose and intent of the City's regulations. These regulations are intended to prevent alcohol-related problems. In making this determination, the City Council is to consider (1) the crime rate in the reporting district and adjacent reporting districts as compared to other areas in the City; (2) the numbers of alcohol-related calls for service, crimes or arrests in the reporting district and in adjacent reporting districts; (3) the proximity of the alcoholic beverage outlet to residential districts, day care centers, park and recreation facilities, places of religious assembly, and schools; and, (4) whether the permit will result in an overconcentration of alcoholic beverage outlets in the vicinity of the proposed outlet.

Crime Rate – Aliso Viejo Police Services analyzed the crime rate in the reporting district. The Police Services Report (Attachment 5) from the Administrative Sergeant of Police Services addressed the licensing application. Police Services supports approval of the licensing application. Further, a finding of public convenience or necessity is made in conjunction with the Chief's recommendation for approval as the rate of crime in the reporting district, although higher than 20% of the City's average, is considered within tolerable limits. The draft resolution includes conditions of approval related to compliance with all ABC licensing requirements for a restaurant (which includes staff training, service

of alcohol with food, etc.) to help minimize any potential impacts that could be associated with alcohol related crimes.

Overconcentration – Approval of this permit would result in an overconcentration of the number of on-sale license types allowed within the census tract (626.37). There are currently twenty-two (22) on-sale licenses within the census tract showing as active with ABC. The census track currently allows for a total of five (5) based upon the population of the tract. This is not unusual for the tract because the number of restaurants and entertainment venues are concentrated in the City's shopping centers. Overconcentration is not considered a significant factor and the use will operate with ABC oversight including all applicable regulations and the AVMC requirements.

Parking – The off-street parking demand for Eureka! is consistent with the previous tenant, Panera Bread Company. City records indicate that Panera was approximately 6,400 square feet in size and required 80 parking stalls. Eureka! is slightly smaller with a total of 5,963 square feet (restaurant and patio combined) with the 80 stalls provided. Additionally, the City Council recently approved a Site Development Permit for The Commons to add 417 additional parking spaces to the center. That project would expand the overall parking supply to 1,263 parking spaces at The Commons, above the current supply of 846 spaces. All parking is shared between all tenants and the supply provided will be ample for the needs of the restaurant. As a result, no impact to off-street parking is anticipated with the approval of the subject application.

Proximity to Certain Land Uses – The proposed restaurant occupies an existing tenant space within The Commons shopping center that is separated from sensitive land uses (residential) by 590 to 650 feet to the east. The Commons shopping center also sits at a higher elevation than the nearby residential uses to the east and is separated by more than a 140-foot-wide arterial highway (Aliso Creek Road). To the west and southwest, there are additional, existing sensitive land uses (residential) 680 feet to the west which sits at an even higher elevation to the restaurant.

Noise Analysis Report

The applicant prepared a noise report to determine the best strategy for sound reduction in the patio. The Noise Analysis Report (Attachment 6, dated July 21, 2022) by Noise Monitoring Services, determined the anticipated sound levels of the proposed patio and made key recommendations to reduce sound impacts to the existing adjacent businesses and future development of adjacent residential units. As a result of this analysis, three noise control recommendations are provided to ensure compliance with the AVMC noise regulations and so that the required legal findings of the discretionary actions (CUP, EP) of PA22-012 have been achieved. They include:

1. The sound level of the music sound system installed in the indoor dining area should be adjusted so that the sound level is no higher than 76 dBA at 1 m from any speaker. The sound system level control should be set so that the speaker sound level cannot exceed this requirement.

2. Sound walls at least 11 feet in height should be located on the west and north sides of the patio area as shown in Figure 8. The walls should have a minimum Sound Transmission Class (STC) rating of 26. There should be no gaps in the walls. Suitable products may include Sound Seal B-10 CV Noise Barrier or clear plastic windows.

3. Speakers in the outdoor patio area shall be installed facing east away from the potential future residences. Speakers shall be installed at maximum 10 feet above the ground.

The applicant is in support of these recommendations and has designed the outdoor dining area in compliance with them. Page 16 of Noise Analysis Report depicts where the patio sound walls will be located. The report concludes that noise levels will comply with City noise standards and that all nearby as well as potential future residents, the existing medical offices, and commercial properties in the area will not be impacted by the day or nighttime activities at the premises.

Environmental:

Staff has determined the project is Categorically Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Class 1: Existing Facilities). As outlined, Class 1 Categorical Exemption applies to projects that propose the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. The project qualifies under Class 1 in this circumstance because (1) the request is to establish licensing; (2) the licensing is for a new restaurant located within a tenant space previously occupied by a restaurant; and (3) the licensing requires only minor alterations to the building's interior and exterior tenant space to create a full-service restaurant. In determining that the project is Categorically Exempt, none of the "Exceptions" to the determination of an exemption as listed in CEQA Guidelines Section 15300.2 are applicable. Therefore, the Class 1 Categorical Exemption is the appropriate environmental determination for the proposed project.

Public Notice:

In accordance with Aliso Viejo Municipal Code (AVMC) Section 15.70.070, a public hearing notice was mailed to all property owners and center current tenants within 300 feet of the subject property on August 4, 2022 and was previously published in the Laguna Niguel News on July 7, 2022. The notice of continued public hearing was posted at City Hall on July 21, 2022, in accordance with California Government Code Section 54955.1.

City Attorney:

The City Attorney has reviewed the staff report.

Attachments:

1. Resolution for the CUP
2. Resolution for the SDP and EP
3. Applicant Project Description Letter
4. Project Plans
5. Police Services Report
6. Noise Analysis Report
7. Presentation

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, APPROVING PLANNING APPLICATION PA22-012 (CUP) TO ESTABLISH AN ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE TYPE 47 (ON-SALE GENERAL – EATING PLACE AND OFFSITE CONSUMPTION) IN CONJUNCTION WITH A RESTAURANT (EUREKA!) WITHIN THE COMMONS AT 26541 ALISO CREEK ROAD, #F IN ALISO VIEJO

WHEREAS, on March 31, 2022, Mark Fernandez, Golden Property Development LLC, submitted a Planning Application PA22-012 on behalf of Eureka! restaurant to establish an Alcoholic Beverage Control ("ABC") License Type 47 (On-Sale General – Eating Place and Offsite Consumption) in conjunction with a full-service restaurant within an existing tenant space of The Commons at 26541 Aliso Creek Road, #F ("Project"); and

WHEREAS, pursuant to the Town Center Commercial Zoning District of The Commons Specific Plan (SP2 – CTC) Table IV-1, the establishment of Alcoholic Beverage sales and service in conjunction with food service requires Conditional Use Permit (CUP) approval by the City Council; and

WHEREAS, Aliso Viejo Municipal Code ("AVMC") Section 15.22.200, regulates establishments that propose to include the Sale of Alcoholic Beverages including an evaluation of crime statistics for the area in which the establishment will be located, proximity of sensitive land use types to the establishment; and whether the approval of a license will result in overconcentration of establishments; and

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

WHEREAS, the City has reviewed the proposed Project and has determined that it is Categorically Exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities) because the project consists of the licensing of existing private structures involving negligible expansion of use; and

WHEREAS, the City has determined that none of the Exceptions to the Categorical Exemptions outlined in Title 14, California Code of Regulations Section 15300.2 applies to the Project; and

WHEREAS, the foregoing exemption is sufficient to independently exempt the whole of the action from CEQA; and

WHEREAS, on August 17, 2022, 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 related to Planning Application PA22-012 (CUP); and

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

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

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

SECTION 2. Compliance with CEQA. The City Council hereby finds and determines the project is Categorically Exempt from environmental review pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities). As outlined, Class 1 Categorical Exemption applies to projects that propose the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. The project qualifies under Class 1 in this circumstance because (1) the request is to establish licensing; (2) the licensing is for a new restaurant located within a tenant space previously occupied by a restaurant; and (3) the licensing requires only minor alterations to the building's interior tenant space to provide alcoholic beverage storage and serving equipment. In determining that the project is Categorical Exempt, none of the "Exceptions" to the determination of an exemption as listed in CEQA Guidelines Section 15300.2 are applicable. Therefore, the Class 1 Categorical Exemption is the appropriate environmental determination for the proposed project.

SECTION 3. Findings for Conditional Use Permit for Sale of Alcoholic Beverages. In accordance with Section 15.22.200.E of the AVMC, the City Council hereby approves the CUP to establish an Alcoholic Beverage Control ("ABC") License Type 47 (On-Sale General – Eating Place and Offsite Consumption) in conjunction with a restaurant, Planning Application PA22-012 (CUP) subject to the conditions set forth in Exhibit "A."

The City Council, sitting as the legislative body and based upon the entire record, including all written and oral evidence presented, finds that:

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

   Restaurants are consistent with the General Plan Land Use Element "Town Center Commercial" land use category which is described as a designation that provides a maximum floor area ratio of 1.25:1 and a High Density Residential up to 30 dwelling units per acre. According to the General Plan (p.LU-13): within the Town Center a higher intensity of professional office and residential development is

allowed than within the rest of the City. In the Town Center Commercial land use designation, retail, restaurants, and offices integrated with apartments, and senior housing are allowed. Restaurants offering the sale of alcoholic beverages in conjunction with their food menu, and for consumption within the dining area of the premises and offsite consumption are an anticipated service and would be an allowed use. Therefore, the establishment of an ABC License Type 47 in conjunction with the restaurant would be consistent with the City's General Plan.

2. *Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of the Zoning Code and is consistent with the Code and any applicable specific plan in that:*

   The restaurant is located within the Town Center Commercial Zoning District of The Commons Specific Plan (SP2 – CTC). Table IV-1 of the Specific Plan allows the establishment of Alcoholic Beverage sales and service in conjunction with food service subject to the approval of a CUP, subject to the provisions of AVMC Section 15.22.200 – Sale of Alcoholic Beverages. The sale of beer and wine and spirits is proposed in conjunction with a restaurant that is located within an existing tenant space that was previously occupied by a restaurant use. The addition of the licensing requires only minor alterations to the interior of the tenant space to provide alcoholic beverage storage and serving equipment without adding square footage for that use or altering the required parking. Therefore, the proposal conforms to the provisions of the City's Zoning Code.

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

   The proposed project is Categorically Exempt from environmental review per CEQA Guidelines Section 15301 (Class 1 – Existing Facilities) as it consists of the licensing of an existing private structure involving negligible expansion of use.

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 in that:*

   Adding the sale of beer, wine, and spirits (ABC License Type 47) to a new restaurant within an existing tenant space that was previously occupied by a restaurant use is compatible with the immediately surrounding retail uses. The restaurant is located within The Commons shopping center which is separated by both a grade change (higher elevation) and by more than a 140-foot-wide arterial highway (Aliso Creek Road). Further, there are exterior improvements necessary to establish the outdoor dining area which shall be included in the license. There are noise impacts that could occur in the patio but have been reduced or eliminated through the inclusion of applicable conditions related to the findings of a noise analysis report by Noise Monitoring Services dated July 21, 2022.

Overconcentration of ABC licenses within the area (22 active on-sale licenses where five (5) would be allowed) is not considered a factor because the census tract (626.37) boundaries are drawn in such a manner that the tract contains a disproportionate number of restaurants and entertainment venues compared to residential population. Crime (LLV and DUI) was approximately 25% higher than the City-wide average in the census tract. These crime statistics are a common occurrence where a reporting district contains a concentration of retail establishments such as a shopping center. Taking the above factors into account, specifically a higher-than-average crime rate and the overconcentration of on-sale ABC license types, a finding that the public convenience or necessity would be served by approving the CUP is being made, as recommended by Police Services.

SECTION 4. Approval of Project and Filing of Notice of Exemption. Within five (5) working days after the passage and adoption of this Resolution, the City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption for the proposed Project.

SECTION 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 17th day of August 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 17th day of August, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT "A"
PLANNING APPLICATION PA22-012
CONDITIONAL USE PERMIT
ABC LICENSE TYPE 47 (On-Sale General – Eating Place and Offsite Consumption)
CONDITIONS OF APPROVAL

1. Project Description Approval of the Planning Application PA22-012 (CUP) is to establish an Alcoholic Beverage Control (ABC) License Type 47 (On-Sale General – Eating Place and Offsite Consumption) in conjunction with a restaurant within an existing tenant space of The Commons at 26541 Aliso Creek Road, #F, Aliso Viejo, CA in accordance with all plans and exhibits as presented to and approved by the City Council on August 17, 2022.

2. Period of Validity Approval of Planning Application PA22-012 (CUP) is valid for a period of two years from the effective date set out above. If building or other ministerial permits for the project are not issued within such period of time, the approval shall expire and shall thereafter be null and void unless an extension is requested by the applicant prior to the expiration date and subsequently approved by the Director of Community Development pursuant to AVMC Section 15.74.100.

3. Development Per Approved Plans This approval constitutes a precise plan for location and design of uses, structures, features and materials submitted with this application and depicted on approved plans. Development shall occur substantially as shown on the plans approved for this project and on file in the Planning Department, subject to any modifications imposed by the conditions of approval herein as confirmed by the Director of Community Development. Any land use, construction or improvement not specifically approved by this conditional use permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature, or material not specifically approved shall require an amendment to the approved plans unless the Director of Community Development 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 Director of Community Development may approve such minor modifications in accordance with AVMC Section 15.74.110 without requiring a new public hearing. If the Director of Community Development determines that a proposed modification is not minor, it shall be processed in the same manner as the original plans.

4. Payment of Fees The applicant shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with conditions. All fees and expenses shall be paid in full prior to issuance of a certificate of occupancy. Prior to issuance of applicable City approvals or permits, the applicant shall be fully responsible for reimbursing the City of Aliso Viejo for all

expenses incurred to process the application and assure compliance with all conditions of approval.

5. 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 all conditions attached to the granting of these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120.

6. 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, conditional or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

7. ABC Approval Required The applicant shall obtain and retain the required alcoholic beverage licenses from the state Department of Alcoholic Beverage Control (ABC) for sale of alcoholic beverages for this business at the location specified.

8. Change in ABC Transfer or Expansion The applicant shall obtain the required amendment to this permit for an application for a premise-to-premise transfer or an increase of floor area of 500 square feet or more than as approved with this permit.

9. Outdoor Service of Alcohol Alcoholic service and consumption in the patio area of the restaurant; offsite consumption is allowed only upon approval of the ABC, subject to ABC requirements. The applicant shall be responsible for supervising

and controlling the activities of their customers within the restaurant. The applicant shall ensure that no disorderly behavior occurs in these areas and that drinks are served properly in all dining areas. Non-compliance of outdoor service of alcohol on the part of the applicant shall be cause for revocation of alcoholic beverage service.

10. Hours for Alcohol Service Based on increased service calls or input from the surrounding commercial tenants or residents, the Director of Community Development or Chief of Police Services may require the sale of alcoholic beverages to cease, specifically in the outdoor dining patio area, one hour prior to the end of business hours. The requested hours of operation for Eureka! are Sunday through Thursday, 11 am to 11 pm and Friday and Saturday, 11 am to Midnight. These hours do not prohibit restaurant staff from operating outside these hours to prepare for the daily routine or clean up at the end of business. Restaurant staff shall take extra care in reducing exterior noise during end of business day activities (i.e., moving chairs and tables, loud talking, removing trash) when closing.

11. Noise Mitigation The recommendations of the Noise Analysis Report from Noise Monitoring Services dated July 21, 2022, shall be implemented, and said measures remain in effect in perpetuity.

12. Advertising Display There shall be no exterior advertising of any kind or type, including advertising directed to the exterior from within the premises, promoting or indicating the availability of alcoholic beverages.

13. Live Entertainment This permit shall not establish live entertainment on the premises including the patio. A separate Conditional Use Permit is required by The Commons at Aliso Town Center Specific Plan and shall be obtained from the City Council before live entertainment can occur at any time.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALISO VIEJO, CALIFORNIA, MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING PLANNING APPLICATION PA22-012 FOR A SITE DEVELOPMENT PERMIT (SDP) AND EXCEPTION PERMIT (EP) FOR MAJOR EXTERIOR MODIFICATIONS ALONG WITH AN EXCEPTION PERMIT GRANTING THE OUTDOOR DINING AREA TO EXCEED 1,000 SQUARE FEET (NOT TO EXCEED 1,215 SQUARE FEET) AND PROJECT DESIGN FEATURES TO MITIGATE THE OPERATIONAL SOUND IMPACTS ON SURROUNDING BUSINESSES AND SENSITIVE USES WHICH ARE IN CONJUNCTION WITH A FULL-SERVICE RESTAURANT WITHIN THE COMMONS AT 26541 ALISO CREEK ROAD, #F IN ALISO VIEJO

WHEREAS, on March 31, 2022, Mark Fernandez, Golden Property Development LLC, submitted a Planning Application PA22-012 on behalf of Eureka! restaurant to establish an Alcoholic Beverage Control ("ABC") License Type 47 (On-Sale General – Eating Place and Offsite Consumption) and Site Development Permit/Exception Permit (reference above) in conjunction with a full-service restaurant within an existing tenant space of The Commons at 26541 Aliso Creek Road, #F ("Project"); and

WHEREAS, pursuant to the Town Center Commercial Zoning District of The Commons Specific Plan (SP2 – CTC) Table IV-1, the establishment of Alcoholic Beverage sales and service in conjunction with food service requires Conditional Use Permit (CUP) approval by the City Council; and

WHEREAS, Aliso Viejo Municipal Code ("AVMC") Section 15.22.200, regulates establishments that propose to include outdoor dining area with prescribed code provisions on their size and operating requirements; and

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

WHEREAS, the City has reviewed the proposed Project and has determined that it is Categorically Exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities) because the project consists of the modifying existing private structures involving negligible expansion of use; and

WHEREAS, the City has determined that none of the Exceptions to the Categorical Exemptions outlined in Title 14, California Code of Regulations Section 15300.2 applies to the Project; and

WHEREAS, the foregoing exemption is sufficient to independently exempt the whole of the action from CEQA; and

WHEREAS, on August 17, 2022, 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 related to Planning Application PA22-012 (SDP/EP); 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 of the recitals set forth above are true and correct. The above recitals are hereby incorporated as substantive findings of this Resolution.

SECTION 2. Compliance with CEQA. The City Council hereby finds and determines the project is Categorically Exempt from environmental review pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities). As outlined, Class 1 Categorical Exemption applies to projects that propose the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. The project qualifies under Class 1 in this circumstance because (1) the request is to make exterior and interior alterations to existing private structures; (2) the alterations are primarily for a new restaurant located within an existing tenant space previously occupied by a restaurant that was larger; 3) there is no loss of parking created by the alterations or outdoor dining patio; and (4) the project has conditions of approval that will protect surrounding businesses and residents from late night noise related to restaurant activities. In determining that the project is Categorical Exempt, none of the "Exceptions" to the determination of an exemption as listed in CEQA Guidelines Section 15300.2 are applicable. Therefore, the Class 1 Categorical Exemption is the appropriate environmental determination for the proposed project.

SECTION 3. Findings for Site Development Permit. In accordance with Section 15.74.020(D) of the AVMC, the City Council hereby approves the SDP in conjunction with a restaurant use, Planning Application PA22-012 (SDP/EP) subject to the conditions set forth in Exhibit "A" and project plans (Attachment 4) as referenced in the staff report.

The City Council, sitting as the legislative body and based upon the entire record, including all written and oral evidence presented, finds that:

1. Consistency with General Plan. The project is consistent with the General Plan and any applicable specific plan in that: Restaurants are consistent with the General Plan Land Use Element "Town Center Commercial" land use category which is described as a designation that provides a maximum floor area ratio

of 1.25:1 and a High Density Residential up to 30 dwelling units per acre. According to the General Plan (p.LU-13): within the Town Center a higher intensity of professional office and residential development is allowed than within the rest of the City. In the Town Center Commercial land use designation, retail, restaurants, and offices integrated with apartments, and senior housing are allowed. Therefore, the establishment of an outdoor seating area in conjunction with the restaurant would be consistent with the City's General Plan.

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 is consistent with this Code and any applicable specific plan in that:

   The restaurant is located within the Town Center Commercial Zoning District of The Commons Specific Plan (SP2 – CTC). Table IV-1 of the Specific Plan allows the establishment of larger outdoor dining areas, above 1,000 square feet with an exception permit. The proposed outdoor seating area contains a maximum of 1,215 square feet which is well under 30% of the main restaurant floor area of 4,748 square feet therefore it is a secondary and ancillary use of the restaurant. No loss of parking, modifications to building height, or setbacks are proposed by the project. Therefore, the proposal conforms to the provisions of the City's Zoning Code.

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

   The proposed project is Categorically Exempt from environmental review per CEQA Guidelines Section 15301 (Class 1 – Existing Facilities) as it consists of the licensing of an existing private structure involving negligible expansion of use.

4. Architectural Design. The architectural design of the project, including but not limited to the architectural style, scale, building mass, materials, colors, architectural details, roof style are compatible with surrounding development in that:

   The Project proposes architectural enhancements to the existing structure, converting an existing tenant space to a full-service restaurant for new dining opportunities. These enhancements include a new outdoor canopy structure, a color refreshment to Suite F and the balance of the building. The colors are rich and warm which will tie in with the recent changes recently approved for the former Lowe's building located at the north of the property. New landscaping will also be added along the northwest corner of the outdoor dining area to celebrate this public area space with new plantings and low-level

lighting. Since this tenant space is highly visible at Enterprise, the use of a new design theme of natural materials will provide an integrated look with a modern design for this portion of the shopping center.

5. Site Design. The site design of the project, including but not limited to project entries, interior circulation, pedestrian and bicycle access, pedestrian amenities, screening of equipment and trash enclosures, exterior lighting, and other site design elements are compatible with surrounding development in that:

   The Project includes modifications to an existing building site. Changes to the site design are limited to alterations to the building façade with a new paint scheme, the addition of an outdoor dining canopy, and landscaping. The Project does not propose changes to vehicular entrances or the parking lots. Mechanical equipment will be adequately screened from view and exterior lighting will meet all lighting requirements as established in Appendix A: CPTED of AVMC Title 15, Zoning Code.

6. Landscape Design. Project landscaping, including but not limited to the location, type, size, color, texture, and coverage of plant materials, has been designed to provide visual relief, complement buildings, visually emphasize prominent design elements and vistas, screen undesirable views, provide a harmonious transition between adjacent land uses and between development and open space, and provide an overall unifying influence to enhance the visual continuity of the project in that:

   Landscaping for the restaurant will be brought into conformance with the landscaping standards identified in The Commons Specific Plan. The Project proposes to upgrade landscaping as indicated on the plan. The landscaping design will provide an overall unifying theme and enhance views of the site. Together with the proposed architectural improvements, an overall design intent is to create an entry statement for customers visiting this area of the center and the restaurant. Modifications to the architectural and landscape plans, if needed, are subject to final approval by the Director of Community Development as needed.

SECTION 4. Findings for Outdoor Dinning Exception Permit. In accordance with Section 15.22.190 of the Aliso Viejo Zoning Code, the City Council hereby approves the outdoor dining exception permit for Eureka! under Planning Application PA22-012 (SDP/EP) subject to the conditions set forth in Exhibit "A" and project plans referenced in the staff report (Attachment 4). The City Council, sitting as the legislative body and based upon the entire record, including all written and oral evidence presented, finds that:

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

Restaurants are consistent with the General Plan Land Use Element "Town Center Commercial" land use category which is described as a designation that provides a maximum floor area ratio of 1.25:1 and a High Density Residential up to 30 dwelling units per acre. According to the General Plan (p.LU-13): within the Town Center a higher intensity of professional office and residential development is allowed than within the rest of the City. In the Town Center Commercial land use designation, retail, restaurants, and offices integrated with apartments, and senior housing are allowed. Restaurants offering outdoor dining in conjunction with their food menu, are an anticipated service. Therefore, the establishment of an outdoor seating area in conjunction with the restaurant would be consistent with the City's General Plan.

2. *Consistency with Zoning Code. The land use and associated development conform to the permitted use provisions and development standards of the Zoning Code and is consistent with the Code and any applicable specific plan in that:*

   The restaurant is located within the Town Center Commercial Zoning District of The Commons Specific Plan (SP2 – CTC). Table IV-1 of the Specific Plan allows the establishment of larger outdoor dining areas, above 1,000 square feet with an exception permit. The proposed outdoor seating area contains a maximum of 1,215 square feet which is well under 30% of the main restaurant floor area of 4,748 square feet therefore it is a secondary and ancillary use of the restaurant. Therefore, the proposal conforms to the provisions of the City's Zoning Code.

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

   The proposed project is Categorically Exempt from environmental review per CEQA Guidelines Section 15301 (Class 1 – Existing Facilities) as it consists of the licensing of an existing private structure involving negligible expansion of use.

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 in that:*

   The proposed project will not create conditions that will be detrimental to other properties or land uses in the vicinity. The applicant provided and complied with a noise study report prepared by a sound expert. All recommendations of this study have been accepted by the applicant and implemented in the final plan set for the restaurant's tenant improvements shown in Attachment 4 of the staff report.

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

SECTION 6. 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 17th day of August 2022.

_____
Ross Chun
Mayor

APPROVED AS TO FORM:

_____
Scott C. Smith, City Attorney

ATTEST:

_____
Mitzi Ortiz, MMC, City Clerk

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

I, MITZI ORTIZ, City Clerk of the City of Aliso Viejo, California, DO HEREBY CERTIFY that the foregoing is the original of Resolution No. 2022-__ duly passed and adopted by the City Council of the City of Aliso Viejo at their regular meeting held on the 17th day of August, 2022, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

_____
MITZI ORTIZ, MMC
CITY CLERK

(SEAL)

EXHIBIT "A"
PLANNING APPLICATION PA22-012
SITE DEVELOPMENT AND EXCEPTION PERMIT
CONDITIONS OF APPROVAL

1. Project Description. Approval of the Planning Application PA22-012 (SDP, EP) is to make exterior building changes to a portion of the Commons and interior tenant improvements to Suite F in conjunction with a restaurant (Eureka!) within an existing tenant space of The Commons at 26541 Aliso Creek Road, #F, Aliso Viejo, CA in accordance with all plans and exhibits as presented to and approved by the City Council on August 17, 2022.

2. Period of Validity. Approval of Planning Application PA22-012 (SDP, EP) is valid for a period of two years from the effective date set out above. If building or other ministerial permits for the project are not issued within such period of time, the approval shall expire and shall thereafter be null and void unless an extension is requested by the applicant prior to the expiration date and subsequently approved by the Director of Planning Services pursuant to AVMC Section 15.74.100.

3. Development Per Approved Plans. This approval constitutes a precise plan for location and design of uses, structures, features and materials submitted with this application and depicted on approved plans. The outdoor dining area shall not exceed 1,215 square feet. Development shall occur substantially as shown on the plans approved for this project and on file in the Planning Department, subject to any modifications imposed by the conditions of approval herein as confirmed by the Director of Community Development. Any land use, construction or improvement not specifically approved by this permit is not permitted and must be addressed in a separate and subsequent application and review. Relocation, alteration or addition to any use, structure, feature or material not specifically approved shall require an amendment to the approved plans unless the Director of Community Development 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 Director of Community Development may approve such minor modifications in accordance with AVMC Section 15.74.110 without requiring a new public hearing. If the Director of Community Development determines that a proposed modification is not minor, it shall be processed in the same manner as the original plans.

4. Payment of Fees. The applicant shall be responsible for payment of all applicable fees along with reimbursement for all City expenses in ensuring compliance with conditions. All fees and expenses shall be paid in full prior to issuance of a certificate of occupancy. Prior to issuance of applicable City approvals or permits, the applicant shall be fully responsible for reimbursing the City of Aliso Viejo for all expenses incurred to process the application and assure compliance with all conditions of approval.

5. Compliance With Conditions. The applicant shall be fully responsible for knowing and complying with all conditions of approval, including making conditions known to City Staff for future governmental permits or actions on the project site. Failure to abide by and faithfully comply with any and all conditions attached to the granting of these permits may constitute grounds for revocation of the permit(s) in accordance with AVMC Section 15.74.120.

6. 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, conditional or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively 'Actions'), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

7. Certificate of Occupancy Issuance of the Certificate of Occupancy for “Eureka!” restaurant is contingent upon on completing all interior and exterior changes to Unit F as depicted in the plan set as well as all exterior paint and finish modifications as depicted to the balance of tenants referenced as Suites B - F of 26541 Aliso Creek Road, Aliso Viejo of The Commons shopping center.

8. Sound meter “Eureka!” shall purchase a calibrated sound level meter and shall monitor noise levels from the outdoor dining areas as memorialized in the Noise Analysis Report.

9. “Eureka!” shall designate a contact person who will be responsible for responding to community complaints regarding noise impacts. Contact information shall be provided to the City, prior to granting the Certificate of Occupancy.

10. Cleaning the outdoor dining area. The restaurant shall clean and maintain the outdoor dining area in the following manner:

    a. The 'dry' methods of cleaning such as sweeping is acceptable. Absorbent materials should also be on hand, as well, to reduce the need for cleaning the outdoor dining area with water.

    b. If methods of cleaning must use water (i.e., steam cleaning and power washing and/or a zero-discharge/closed-loop system using recycled water is unavailable) it shall be allowed when NO discharge of wastewater into the storm drain system occurs. All wastewater collected during cleaning must be contained and collected on-site for proper disposal into the sewer system or taken off site for proper disposal. A 'wet-vac' machine should also be on hand for the proper collection of wastewater when it is needed.

    c. Written acknowledgement from the applicant of the two conditions above shall be provided to the Environmental Division prior to building permit issuance. Once the restaurant opens it will added to the list of commercial properties in Aliso Viejo that are subject to stormwater inspection.

Eureka!

July 20, 2022

City of Aliso Viejo
Community Development Department
Planning Services Division
12 Journey, Suite 100
Aliso Viejo, CA 92656

Re: Proposed Eureka! Restaurant
Project Description & Justification
26541 Aliso Creek Road, Suite F
Aliso Viejo, CA 92656

To Whom It May Concern:

We are proposing the development of a Eureka! Restaurant tenant improvement with outdoor patio. The sale of a full line of alcoholic beverages for onsite consumption, beer and wine for offsite consumption, and late hours are proposed in conjunction with the operation of a full-service sit-down restaurant. Eureka is also requesting for exemption to allow for amplified music through the restaurant's typical audio system to be played while the proposed garage doors are open and a request for exemption to allow for speakers to be placed on the outdoor patio. Eureka will be seeking a Type 47 Liquor License with the California Alcoholic Beverage Control.

Aliso Viejo will be the 28th Eureka! Restaurant location. Each location is not built as "Cookie Cutter" restaurant…each has its own identity based on the uniqueness of the local area in which we are building. We like to open up the front of our restaurants to bring the energy from inside to outside and vice-versa. We call our concept "Eater-tainment". Our guests come for the food but end up staying and coming back often because it is a fun place to hang out with great food, great music, a fun vibe and just enough TV's to entice the sports enthusiasts but not enough to deter those who aren't interested! We are 100% family friendly but also get college students and professionals alike. Eureka is an upscale yet affordable concept with our average ticket around $20 per guest. 65% of our sales are food with 35% in beer, wine and liquor. The food is locally sourced, fresh made and excellent. The bar program is progressive with 20 All American Craft Beers on Tap and 50 All American Craft Whiskeys and Bourbons.

The proposed Eureka! Restaurant at 26541 Aliso Creek Road, Suite F, will occupy a 4,748 sq. ft. tenant space with adjacent 1,215 sq. ft. outdoor covered patio area. Eureka is proposed to operate from 11:00AM to 11:00PM Sunday through Thursday, 11:00AM to Midnight on Friday and

Saturday. Eureka proposes to employ 25 to 30 employees per shift, and a total of 90 employees. Eureka proposes the sale of sandwiches, burgers, meats, fish, salads, and drinks. A full line of alcoholic beverages will be stored behind the service counter and in the storage area in the back of the restaurant, locations which are not publicly assessable. The full kitchen and the sale of all menu items will be available for purchase at all times the restaurant is open.

Eureka Restaurant has existing restaurant locations with similar and successful operations located in the following Cities; Bakersfield, CA, Berkley, CA, Claremont, CA, Dallas, TX, Fresno, CA, Hawthorne, CA, Huntington Beach, CA, Indian Wells, CA, Irvine, CA, Redlands, CA, San Diego, CA, San Luis Obispo, CA, Santa Barbara, CA, Seattle, WA.

Also, please check out the latest issue of "National Restaurant News", the largest restaurant publication in the country, which just named Eureka! as one of the United States' "Top 10 Emerging Restaurant Brands". This is very exciting for Eureka and is testament to everything we've done to grow this brand organically providing a unique restaurant experience that is not found everywhere. We look forward to bringing this concept to Aliso Viejo in late 2022 and hope to work closely with you and your team to create a restaurant we will all be proud of.

Required Findings:

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

The proposed Eureka! Restaurant will be consistent with the General Plan as the property is zoned The Commons Specific Plan (SP-2) and a full service sit down restaurant with liquor sales and an outdoor patio is a permitted use with a Conditional Use Permit.

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 is consistent with this code and any applicable specific plan.

The proposed Eureka! Restaurant will be consistent with the Zoning Code as the property is zoned The Commons Specific Plan (SP-2) and a restaurant is a permitted land use in this zone. The proposed development also meets all the requirements and development standards associated with a commercial project located in The Commons Specific Plan (SP-2) zone.

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 Eureka! Restaurant will comply with all CEQA requirements.

4. Architectural Design. The architectural design of the project, including but not limited to the architectural style, scale, building mass, materials, colors, architectural details, and roof style, is compatible with surrounding development.

Eureka! proposes to maintain many of the architectural features of the existing inline multitenant building so that it stays consistent and cohesive with the rest of the commercial center. Eureka! will not be altering the architectural style, scale, building mass or roof style. Eureka! instead proposes new paint and finished materials that will help it create an inviting and modern open air feel, but still stay withing the pastel / earth tone color palette seen on the rest of the inline building.

5. Site Design. The site design of the project, including but not limited to project entries, interior circulation, pedestrian and bicycle access, pedestrian amenities, screening of equipment and trash enclosures, exterior lighting, and other site design elements, is compatible with surrounding development.

Eureka! proposes a new large outdoor covered patio in front of the restaurant tenant space to reinvigorate and revitalize an underutilized area. Eureka! proposes to replace the existing broken water feature with a warmer and inviting outdoor patio with a proposed decorative fire and water feature as a main focal point. With this proposed outdoor patio Eureka! hopes to reinvigorate this commercial corner. The interior of the restaurant will center around an indoor bar that will be the interior restaurant's main focal point. Eureka will maintain the existing pedestrian and bicycle paths of travel on the North, West and South sides of the building.

6. Landscape Design. Project landscaping, including but not limited to the location, type, size, color, texture, and coverage of plant materials, has been designed so as to provide visual relief, complement buildings, visually emphasize prominent design elements and vistas, screen undesirable views, provide a harmonious transition between adjacent land uses and between development and open space, and provide an overall unifying influence to enhance the visual continuity of the project.

Eureka! proposes a variety of drought tolerant, native plants to surround the proposed outdoor patio. Landscaping selection will serve to enhance the proposed outdoor patio and complement its design while also adding some color. Proposed landscaping will help to soften the North and West sides of the building.

7. 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 Eureka! Restaurant 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. Instead the proposed Eureka! Restaurant will look to reinvigorate the area by

providing another great food selection to the existing shopping center and provide an area for the surrounding neighbors and community to enjoy.

AVMC Sections 15.74.040.C and 15.22.200.C

Required Findings. The following findings shall be made by the decision-making authority prior to the approval of a use permit for an alcoholic beverage outlet:

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

The proposed Eureka! Restaurant will be consistent with the General Plan as the property is zoned The Commons Specific Plan (SP-2) and a full service sit down restaurant with liquor sales and an outdoor patio is a permitted use with a Conditional Use Permit.

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 proposed Eureka! Restaurant will be consistent with the Zoning Code as the property is zoned The Commons Specific Plan (SP-2) and a full service sit down restaurant with liquor sales and an outdoor patio is a permitted use with a Conditional Use Permit. The proposed development also meets all the requirements and development standards associated with a commercial project located in The Commons Specific Plan (SP-2) zone.

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 Eureka! Restaurant will comply with all CEQA requirements.

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 alcohol sales in conjunction with a full service sit down restaurant will not be detrimental to the public health. Instead, the proposed restaurant with alcohol sales will provide another eating option for the City and Community to enjoy. The proposed restaurant will be located in a commercial center with major arterial roads separating this center from any nearby residences. The previous use in this space was also a restaurant.

5. The crime rate in the reporting district and adjacent reporting districts as compared to other areas in the city;

Eureka does not have this information, but it will be reviewed by the California Alcoholic Beverage Control through their liquor license process.

6. The numbers of alcohol-related calls for service, crimes or arrests in the reporting district and in adjacent reporting districts;

Eureka does not have this information, but it will be reviewed by the California Alcoholic Beverage Control through their liquor license process.

7. The proximity of the alcoholic beverage outlet to residential districts, day care centers, park and recreation facilities, places of religious assembly, and schools.

Will be provided by Eureka's liquor consultant.

8. Whether the permit will result in an overconcentration of alcoholic beverage outlets in the vicinity of the proposed outlet.

During the California Alcoholic Beverage Control liquor license process, the Dept will let us know the overconcentration issue once our ABC application is processed.

C. Required Findings. Before approving an application, the decision-making authority shall make the following findings in addition to those required in AVMC 15.74.040:

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

The proposed outdoor dining will be an accessory to the eating and drinking establishment as it will be less than 30% of the existing interior space. The proposed outdoor dining is to further provide its customers another dining option with an open aired outdoor patio.

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

The proposed restaurant will meet the required parking requirements for the restaurant use in the existing shopping center.

Sincerely,

Eureka!

Mark Fernandez
Golden Property Development

PHOTOGRAPH OF EXISTING SITE






PROPOSED RENDERINGS









E U R E K A !
26541 ALISO CREEK ROAD, SUITE F
ALISO VIEJO, CA 92656

PROJECT DATA

PROJECT DESCRIPTION:	TENANT IMPROVEMENT FOR A NEW RESTAURANT AND BAR IN AN EXISTING SUITE. THE PROJECT WILL ALSO INCLUDE A COVERED OUTDOOR PATIO SPACE.
PROJECT ADDRESS:	26541 ALISO CREEK ROAD, SUITE F ALISO VIEJO, CA 92656
ZONING:	SP-2
OCCUPANCY GROUP(S):	A-2 (RESTAURANT, INCLUDING COMMERCIAL KITCHEN)
BUILDING AREA:	4,748 SQ. FT.
PATIO AREA:	1,215 SQ. FT.
TOTAL AREA:	5,963 SQ. FT.
PARKING:	EXISTING PARKING LOT

APPLICABLE CODES INCLUDE, BUT ARE NOT LIMITED TO:

2019 CALIFORNIA BUILDING CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA PLUMBING CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE
CITY OF ALISO VIEJO MUNICIPAL CODE

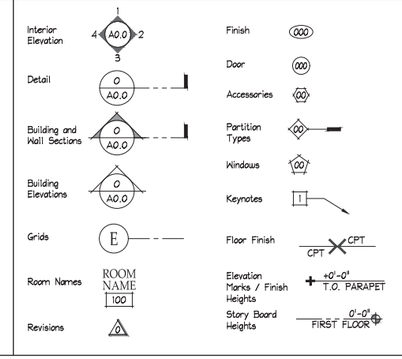
PROJECT DIRECTORY

OWNER:	EUREKA! 12101 SOUTH CRENSHAW BLVD, SUITE 400 HAWTHORNE, CALIFORNIA 90250 PH 310.913.1584 CONTACT DAVID PETERS
ARCHITECT:	JAMES GARTNER & ASSOCIATES, ARCHITECTS, INC. 2036 N. BROADWAY SANTA ANA, CALIFORNIA 92706 PH 714.560.9210 x102 CONTACT JAMES GARTNER EMAIL jg@jgartner.com
KITCHEN ENGINEER:	AVANTI RESTAURANT SOLUTIONS, INC. 3199C AIRPORT LOOP DRIVE COSTA MESA, CALIFORNIA 92626 PH 916.710.0489 CONRACT: TREY HOANG EMAIL thoang@avanticorporate.com

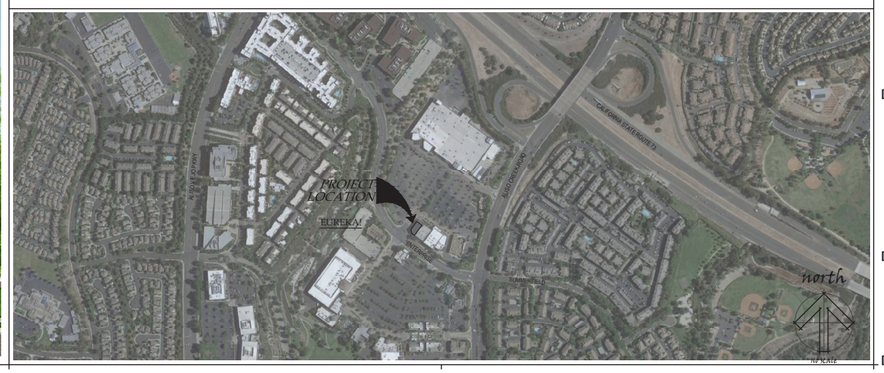
AGENCY CONTACT LIST

PLANNING DEPARTMENT:	CITY OF ALISO VIEJO PLANNING DEPARTMENT 12 JOURNEY SUITE100 ALISO VIEJO, CA 92656 PH 949.425.2525
FIRE DEPARTMENT:	CITY OF ALISO VIEJO FIRE DEPARTMENT 415 SOUTH IVY AVENUE MONROVIA, CA 91016 PH 626.926.5477

SYMBOLS LEGEND



VICINITY MAP



Architect
JGA
ARCHITECTURE
PLANNING / INTERIORS
PROJECT MANAGEMENT
2036 North Broadway
Santa Ana, CA 92706
Phone 714.560.9210
www.jgartner.com

DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. NO PART THEREOF SHALL BE REPRODUCED, COPIED, ADAPTED, DISCLOSED, DISTRIBUTED, SOLD, PUBLISHED OR USED WITHOUT PRIOR WRITTEN CONSENT OF AND APPROPRIATE COMPENSATION TO THE ARCHITECT. VISUAL CONTACT WITH THE ABOVE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

Stamp and Signature

LICENSED ARCHITECT
JAMES R. GARTNER
No. C-17450
REN. 11-30-23
STATE OF CALIFORNIA

Issuance

Date	Description
24 MAR 2022	PLANNING SUBMITTAL
18 MAY 2022	PLANNING RESUBMITTAL
	PLAN CHECK SUBMITTAL
	ISSUED FOR BID
	ISSUED FOR CONSTRUCTION

Revision

Date	No.	Description
25 JUL 2022	1	PLANNING RESUBMITTAL
	2	
	3	
	4	
	5	

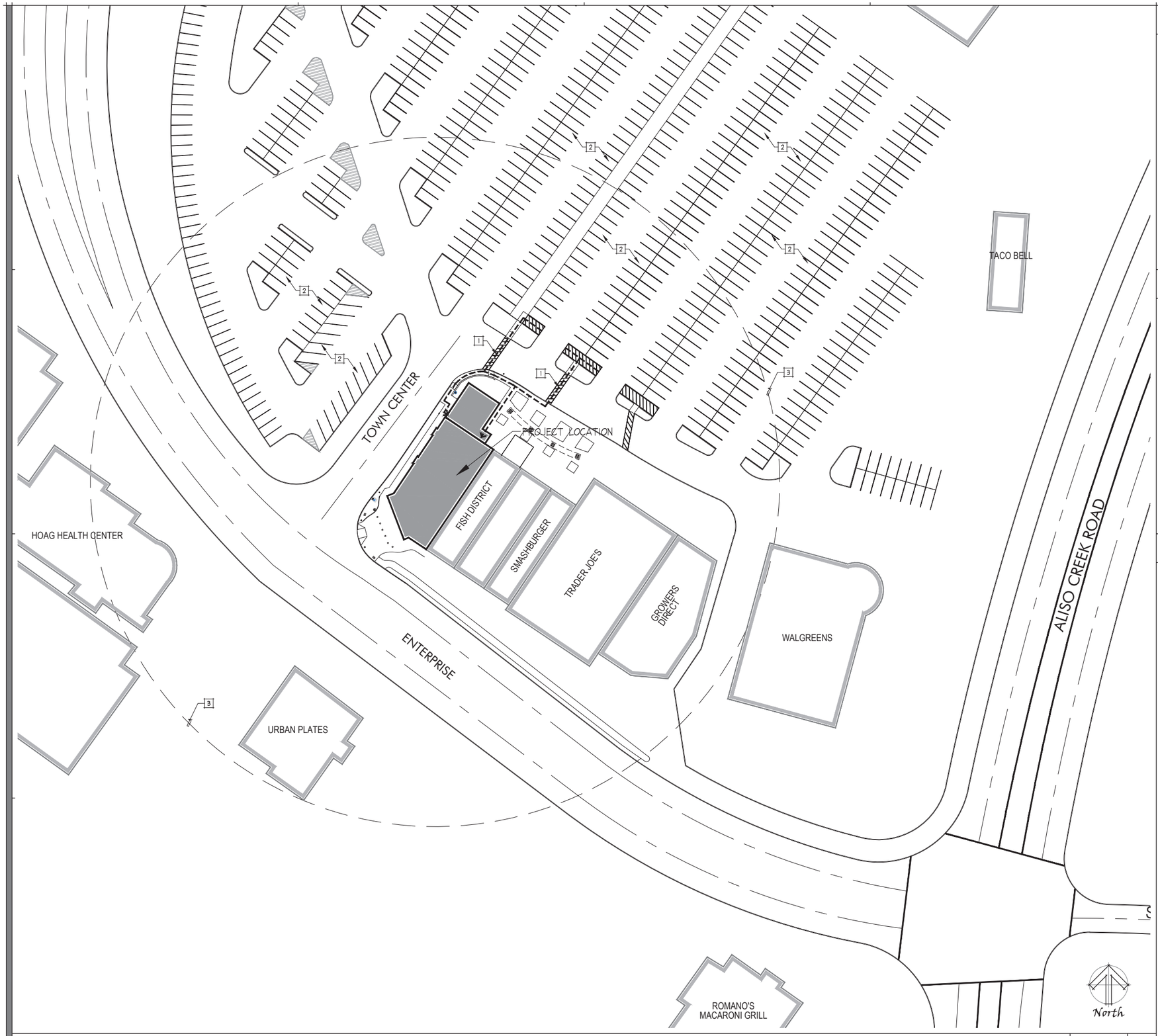
Project Name and Location

Eureka! Discover American Craft
EUREKA!
26541 ALISO CREEK ROAD, SUITE F
ALISO VIEJO, CA 92656

Sheet Title
PROJECT DIRECTORY
PROJECT DATA
VICINITY MAP
SYMBOLS LEGEND

Project No.: ..
Sheet No.: TS-1

Print Date: 25 July 2022



OVERALL SITE PLAN | SCALE 1" : 40'-0" | 1

KEYNOTES - OVERALL SITE PLAN

1. ACCESSIBLE ROUTE OF TRAVEL
2. EXISTING PARKING STALLS
3. 300' RADIUS

GENERAL SITE PLAN NOTES

1. CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS and REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO COMMENCING WORK.
2. NO NEW or EXISTING EASEMENTS.

LEGEND

- ACCESSIBLE PATH OF TRAVEL.
- PROJECT SCOPE
- EXISTING ADJACENT BUILDINGS, NOT IN SCOPE

Architect
JGA
ARCHITECTURE
PLANNING / INTERIORS
PROJECT MANAGEMENT
2036 North Broadway
Santa Ana, CA 92706
Phone 714.560.9210
www.jgartner.com

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Stamp and Signature

LICENSED ARCHITECT · JAMES R. GARTNER · No. C-17450 · REN. 11-30-23 · STATE OF CALIFORNIA

Issuance

Date		Description
24 MAR 2022	☒	PLANNING SUBMITTAL
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	☐	PLAN CHECK SUBMITTAL
	☐	ISSUED FOR BID
	☐	ISSUED FOR CONSTRUCTION
	☐	

Revision

Date	No.	Description
25 JUL 2022	△	PLANNING RESUBMITTAL
	△	
	△	
	△	
	△	

Project Name and Location

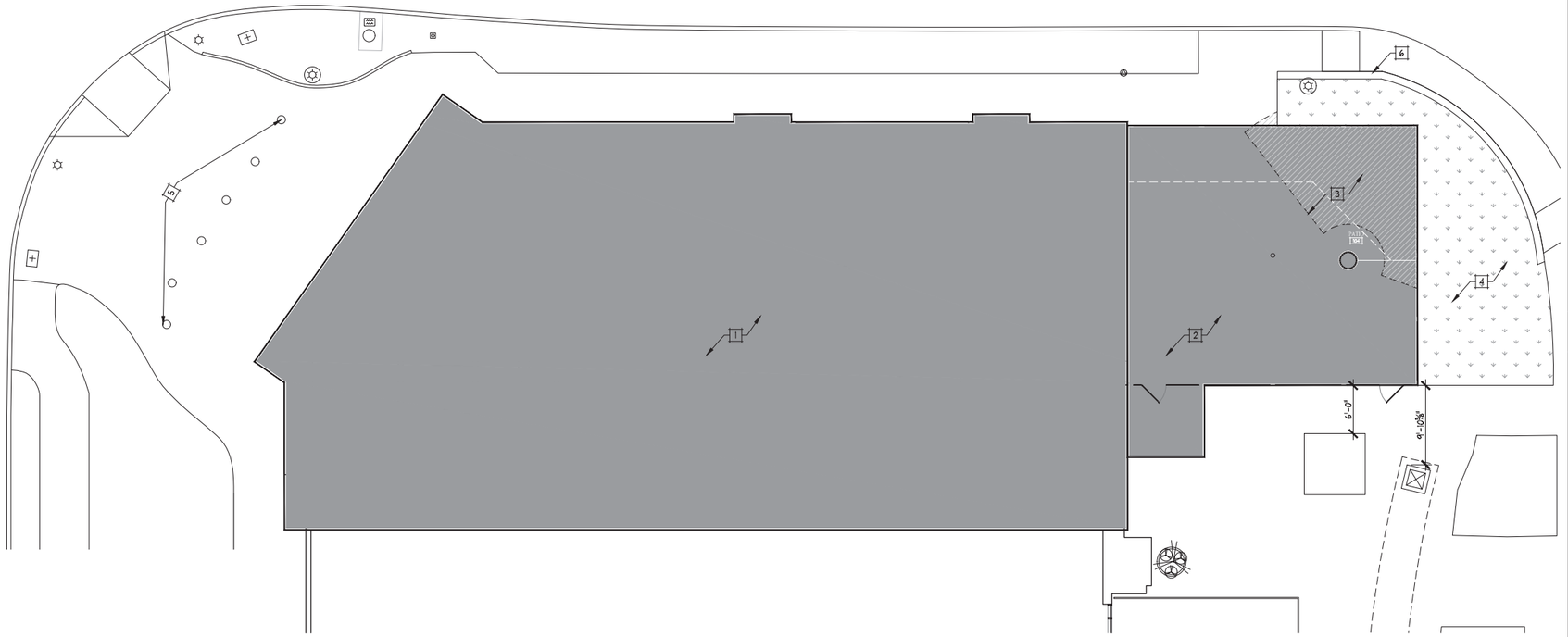
Eureka! Discover American Craft

EUREKA!
26541 ALISO CREEK ROAD, SUITE F
ALISO VIEJO, CA 92656

Sheet Title
OVERALL SITE PLAN
KEYNOTES
NOTES
LEGEND

Project No.: ..
Sheet No.: A1.0

Print Date: 25 July 2022



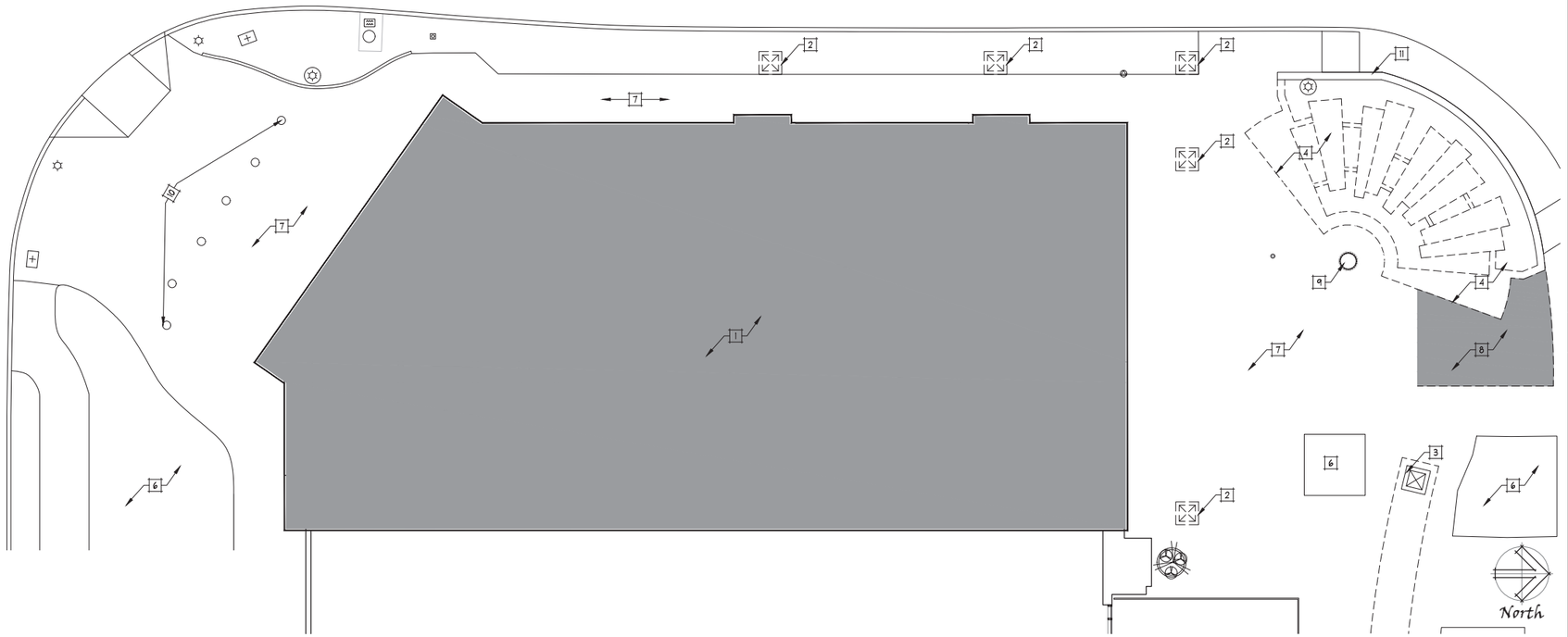
PROPOSED SITE PLAN | SCALE 1/8" : 1'-0" | 3

KEYNOTES - SITE PLAN

1. EXISTING TENANT SPACE
2. NEW PATIO AREA
3. NEW PATIO PAVERS, APPROXIMATELY 249 SQ. FT. REUSE PAVERS PREVIOUSLY REMOVED FROM SITE IN SHADED AREA. APPLY NEW PAVER WHEN NEEDED TO MATCH AND FLUSH WITH EXISTING ADJACENT
4. NEW LANDSCAPE
5. PAINT EXISTING BOLLARD WHITE
6. PAINT EXISTING LOW WALL WHITE

GENERAL SITE PLAN NOTES

1. CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS and REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO COMMENCING WORK.
2. NO NEW or EXISTING EASEMENTS.



DEMO SITE PLAN | SCALE 1/8" : 1'-0" | 1

KEYNOTES - SITE DEMO PLAN

1. EXISTING TENANT SPACE
2. EXISTING COLUMN AND CANOPY ABOVE TO BE REMOVED
3. EXISTING SITE COLUMN AND CANOPY ABOVE TO REMAIN
4. EXISTING WATER FOUNTAIN TO BE REMOVED
5. EXISTING LANDSCAPE TO BE REMOVED
6. EXISTING LANDSCAPE TO REMAIN
7. EXISTING PAVERS TO REMAIN
8. EXISTING PAVERS TO BE REMOVED, SAVED AND PREPARED TO BE REUSED. APPROXIMATELY 187 SQ. FT.
9. SITE UTILITIES TO REMAIN
10. EXISTING BOLLARD TO REMAIN
11. LOW WALL OF EXISTING WATER FOUNTAIN TO REMAIN

GENERAL SITE DEMO NOTES

1. GC TO FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCEMENT OF WORK and REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR RESOLUTION.

Architect

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2036 North Broadway
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Phone 714.560.9210

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Stamp and Signature

LICENSED ARCHITECT
JAMES R. GARTNER
No. C-17450
REN. 11-30-23
STATE OF CALIFORNIA

Issuance

Date	Description
24 MAR 2022 ☒	PLANNING SUBMITTAL
18 MAY 2022 ☒	PLANNING RESUBMITTAL
☐	PLAN CHECK SUBMITTAL
☐	ISSUED FOR BID
☐	ISSUED FOR CONSTRUCTION
☐	

Revision

Date	No.	Description
25 JUL 2022	△	PLANNING SUBMITTAL
	△	
	△	
	△	
	△	

Project Name and Location

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26541 ALISO CREEK ROAD, SUITE F
ALISO VIEJO, CA 92656

Sheet Title

DEMO SITE PLAN
PROPOSED SITE PLAN
KEYNOTES
NOTES
LEGEND

Project No.: ..

Sheet No.: A1.1

Print Date: 25 July 2022

KEYNOTES - FLOOR PLAN

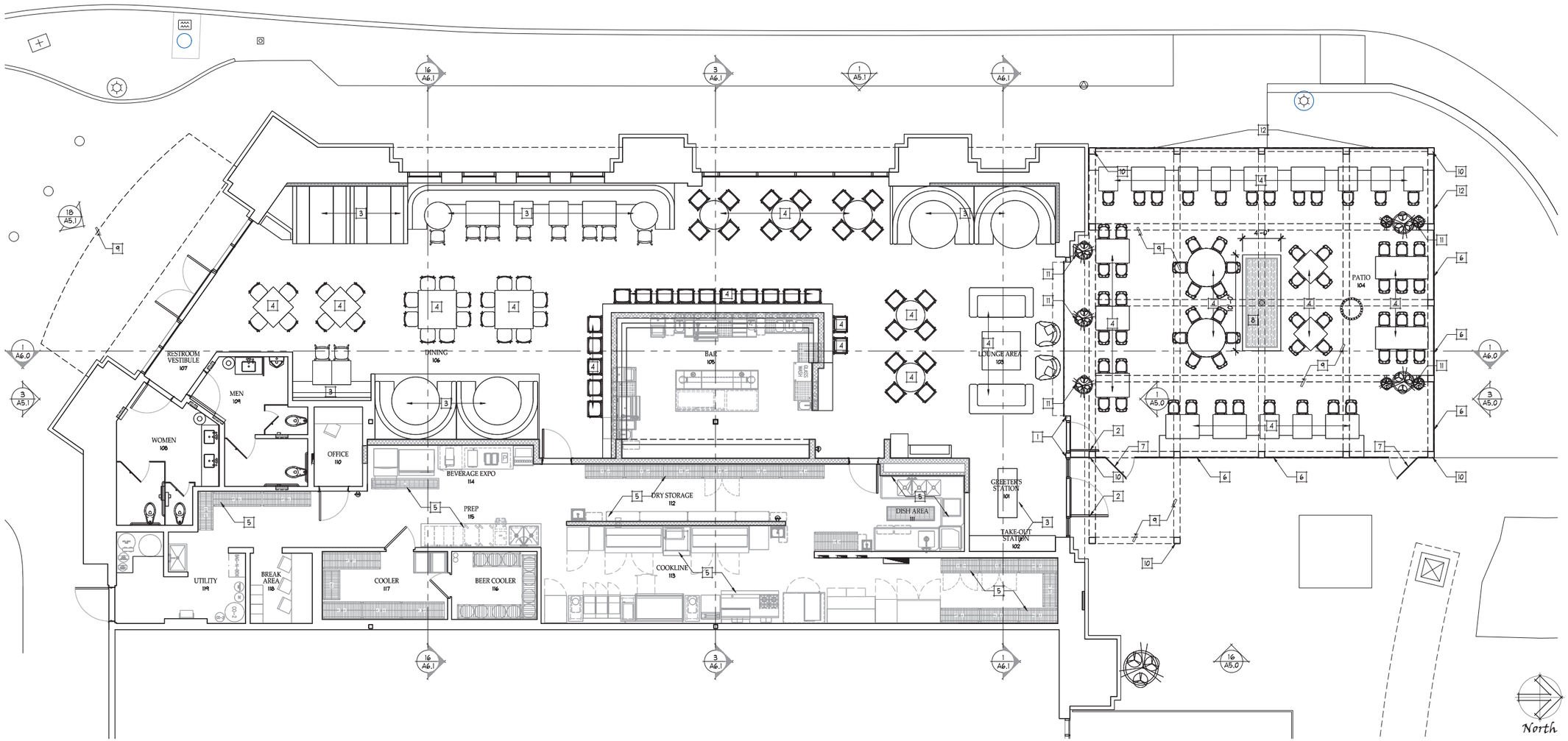
1. NEW GARAGE DOOR
2. NEW DOOR PER SCHEDULED
3. MILLWORK BY OWNER
4. FURNISHINGS BY OWNER
5. KITCHEN EQUIPMENT
6. 3' TALL DOUBLE WALLED ALUMINUM SIDING WITH ACOUSTICAL SEALANT AT ALL 4 SIDES
7. NON-LATCHING METAL PATIO GATE
8. DECORATIVE FIRE AND WATER FEATURE
9. LINE OF CANOPY FRAME ABOVE
10. NEW CANOPY SUPPORT POST
11. NEW PLANTERS
12. 11' TALL SOUND WALL COMPOSED OF DOUBLE WALLED ALUMINUM SIDING AND GLASS PANEL. ACOUSTIC SEALANT AT ALL 4 SIDES.

GENERAL FLOOR PLAN NOTES

1. GC TO FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCEMENT OF WORK and REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR RESOLUTION.
2. FLOORS SHALL BE SLIP RESISTANT.

LEGEND

NEW INTERIOR WALL



FLOOR PLAN | SCALE 3/16" : 1'-0" | 1

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Revision

Date	No.	Description
25 JUL 2022	1	PLANNING RESUBMITTAL

Project Name and Location

EUREKA!
26541 ALISO CREEK ROAD, SUITE F
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Sheet Title

FLOOR PLAN
KEYNOTES
GENERAL NOTES
LEGEND

Project No.: ..

Sheet No.: A2.0

Print Date: 25 July 2022

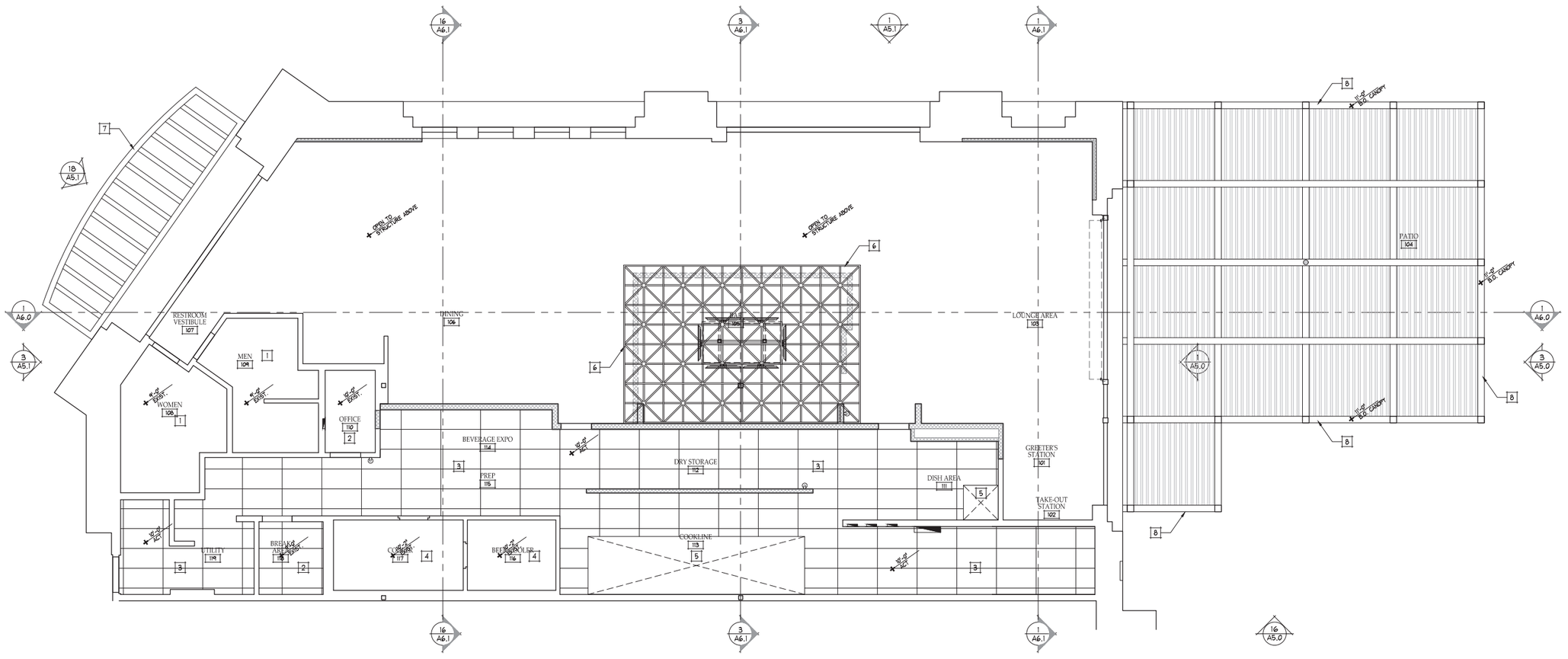
KEYNOTES - CEILING FRAMING PLAN

1. EXIST. GYPSUM BOARD CEILING TO REMAIN, APPLY NEW PAINT
2. 5/8" GYP. BD. OVER 3 5/8" x 20 GA. (CEMCO #362DS20) METAL STUD JOISTS at 16" O.C., SOFFIT WALL SECURED TO STRUCTURE ABOVE, PROVIDE DIAGONAL BRACING AS REQUIRED UP TO STRUCTURE or ADJACENT SOFFIT WALL,
3. 24" x 48" SUSPENDED ACOUSTICAL PANEL CEILING W/ WASHABLE SURFACE
4. WALK-IN COOLER/ FREEZER
5. NEW KITCHEN EXHAUST HOOD
6. NEW CEILING CLOUD STRUCTURE OVER BAR
7. EXIST. CANOPY TO REMAIN
8. NEW CANOPY INTEGRATED WITH ADJUSTABLE LOUVERS

GENERAL CEILING FRAMING PLAN NOTES

1. GC TO FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCEMENT OF WORK and REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR RESOLUTION.
2. CEILING HEIGHTS ARE FROM FINISH FLOOR UNLESS NOTED OTHERWISE.
3. REFER TO ID, MECH. and ELEC. DWGS. FOR ADDITIONAL INFORMATION.

LEGEND



REFLECTED CEILING PLAN | SCALE 3/16" : 1'-0" | 1

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Revision

Date	No.	Description
25 JUL 2022	1	PLANNING RESUBMITTAL

Project Name and Location

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26541 ALISO CREEK ROAD, SUITE F
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Sheet Title

REFLECTED CEILING PLAN
KEYNOTES
GENERAL NOTES
LEGEND

Project No.: ..

Sheet No.: A3.0

Print Date: 25 July 2022

KEYNOTES - ROOF PLAN

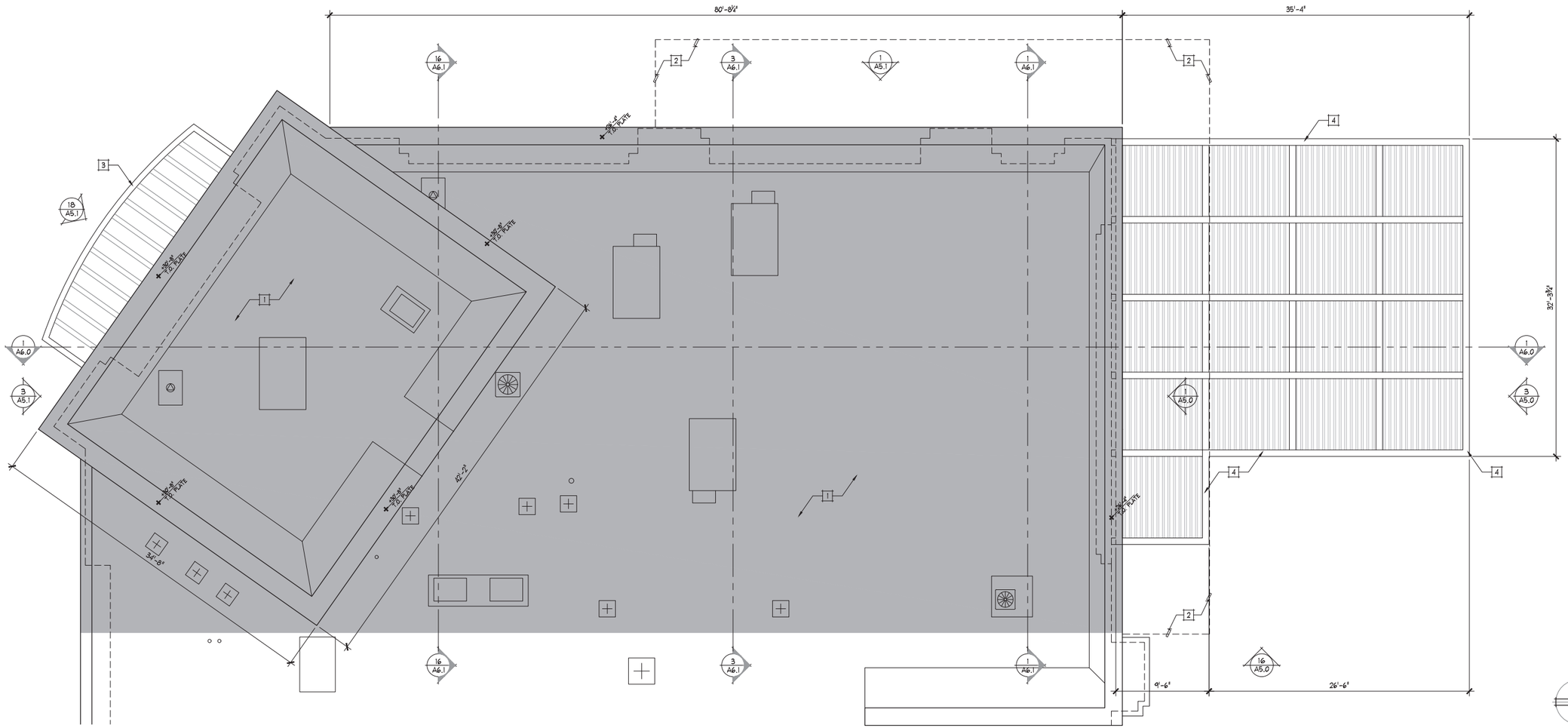
1. EXIST. ROOF AND EQUIPMENT, NO DESIGN CHANGE IN THIS AREA EXCEPT NECESSARY EQUIPMENT UPDATE. ALL ROOFTOP EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW
2. EXISTING CANOPY TO BE REMOVED
3. EXISTING CANOPY TO REMAIN
4. NEW CANOPY FRAME

GENERAL ROOR PLAN NOTES

1. ALL ROOFTOP EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW.
2. REFER TO MECH. and 'KEC' DWGS. FOR ALL ROOFTOP EQUIPMENT.

LEGEND

EXISTING ROOF AND EQUIPMENT, NO DESIGN CHANGE EXCEPT NECESSARY EQUIPMENT UPDATE



ROOF PLAN | SCALE 3/16" : 1'-0" | 1

104

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Revision

Date	No.	Description

Project Name and Location

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ALISO VIEJO, CA 92656

Sheet Title

ROOF PLAN
KEYNOTES
GENERAL NOTES
LEGEND

Project No.: ..

Sheet No.: A4.0

Print Date: 25 July 2022

KEYNOTES - EXTERIOR ELEVATIONS

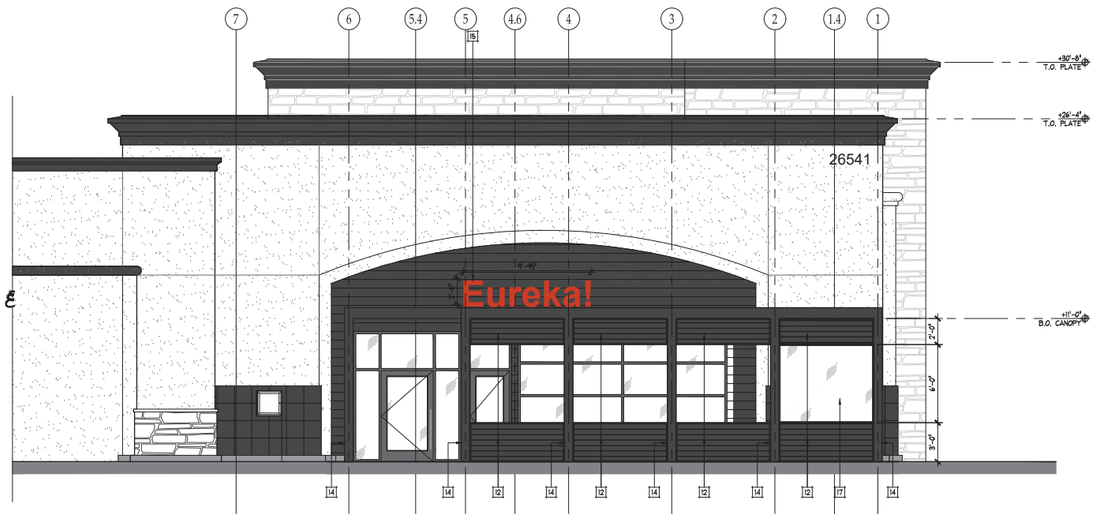
1. EXIST. STOREFRONT, MULLIONS TO BE PAINTED BLACK (MTL-1)
2. DOOR PER SCHEDULED
3. NEW OVERHEAD ROLLING DOOR
4. EXIST. STUCCO WALL and TRIM WHITE TO BE PAINTED WHITE (PT-1)
5. EXIST. STUCCO WALL TO BE PAINTED BLACK (PT-2)
6. EXIST. PARAPET CAP TO BE PAINTED BLACK (PT-2)
7. EXIST. BRICK TO BE PAINTED WHITE (ST-1)
8. EXIST. STONE TO BE PAINTED BLACK (ST-2)
9. EXIST. STEEL CANOPY AND RODS TO BE PAINTED BLACK (MTL-1)
10. NEW BLACK WOOD PANELING OVER EXIST. STUCCO WALL (WD-1)
11. EXIST. LIGHT FIXTURE TO REMAIN
12. DOUBLE WALLED ALUMINUM SIDING WITH ACOUSTIC SEALANT AT ALL 4 SIDES.
13. NON-LATCHING METAL PATIO GATE (MTL-1)
14. NEW CANOPY SUPPORT POST
15. NEW SIGNAGE BY OWNER (SN-1)
16. NEW MUNTIN STRIP ADDED TO EXISTING STOREFRONT
17. GLASS PANEL WITH MIN. 26 STC., ACOUSTIC SEALANT AT ALL 4 SIDES

GENERAL ELEVATION NOTES

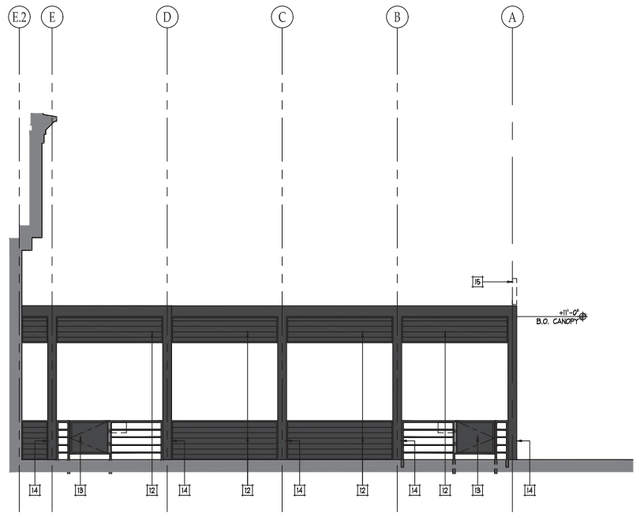
1. A SEPARATE SIGN PERMIT IS REQUIRED FOR ALL EXTERIOR SIGNS. SIGNS ARE EXCLUDED FROM THE BUILDING PERMIT.

FINISH SCHEDULE

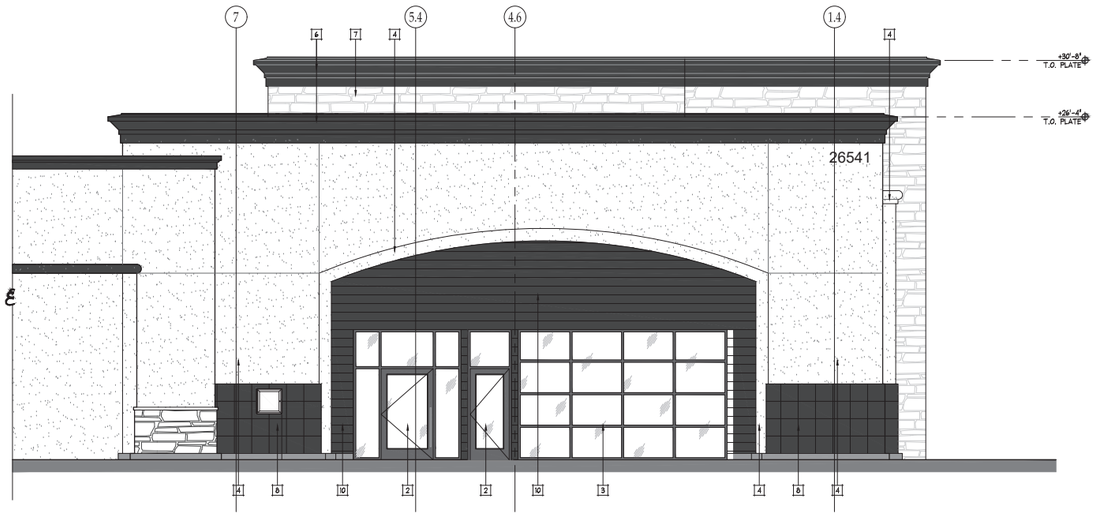
- (PT-1) SHERWIN WILLIAMS PAINT OVER EXISTING STUCCO, SATIN FINISH, #SW9541 "WHITE SNOW"
- (PT-2) SHERWIN WILLIAMS PAINT OVER EXISTING STUCCO, SATIN FINISH, #SW7069 "IRON ORE"
- (WD-1) EXTERIOR WOOD SIDING. BEHR PREMIUM WEATHER PROOFING SEMI-TRANSPARENT, SATIN, "SLATE" ST-102
- (MTL-1) SHERWIN WILLIAMS PAINT OVER METAL AWNING OR STOREFRONT FRAME, FLAT FINISH, #SW7069 "IRON ORE"
- (ST-1) SHERWIN WILLIAMS PAINT OVER EXISTING BRICK, SATIN FINISH, #SW9541 "WHITE SNOW"
- (ST-2) SHERWIN WILLIAMS PAINT OVER EXISTING STONE TILE, SATIN FINISH, #SW7069 "IRON ORE"
- (SN-1) EXTERIOR SIGNAGE BY OWNER, MATCH TYPICAL EUREKA SIGNAGE COLOR



NORTH PATIO ELEVATION | SCALE 3/16" : 1'-0" | 3



EAST PATIO ELEVATION | SCALE 3/16" : 1'-0" | 16



NORTH ELEVATION | SCALE 3/16" : 1'-0" | 1

Architect

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LICENSED ARCHITECT
JAMES R. GARTNER
No. C-17450
REN. 11-30-23
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25 JUL 2022	△	PLANNING RESUBMITTAL
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	△	
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Project Name and Location

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26541 ALISO CREEK ROAD, SUITE F
ALISO VIEJO, CA 92656

Sheet Title

EXT. ELEVATIONS
KEYNOTES
NOTES
FINISH SCHEDULE
LEGEND

Project No.: ..

Sheet No.: A5.0

Print Date: 25 July 2022

KEYNOTES - EXTERIOR ELEVATIONS

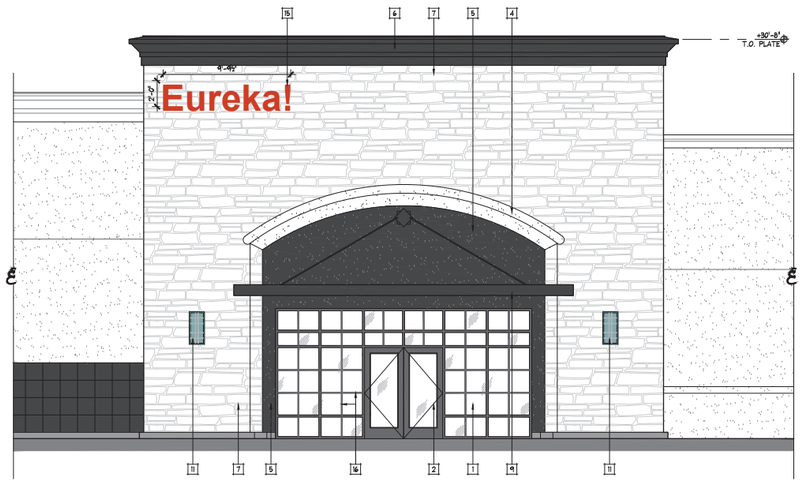
1. EXIST. STOREFRONT, MULLIONS TO BE PAINTED BLACK (MTL-1)
2. DOOR PER SCHEDULED
3. NEW OVERHEAD ROLLING DOOR
4. EXIST. STUCCO WALL and TRIM WHITE TO BE PAINTED WHITE (PT-1)
5. EXIST. STUCCO WALL TO BE PAINTED BLACK (PT-2)
6. EXIST. PARAPET CAP TO BE PAINTED BLACK (PT-2)
7. EXIST. BRICK TO BE PAINTED WHITE (ST-1)
8. EXIST. STONE TO BE PAINTED BLACK (ST-2)
9. EXIST. STEEL CANOPY AND RODS TO BE PAINTED BLACK (MTL-1)
10. NEW BLACK WOOD PANELING OVER EXIST. STUCCO WALL (WD-1)
11. EXIST. LIGHT FIXTURE TO REMAIN
12. DOUBLE WALLED ALUMINUM SIDING WITH ACOUSTIC SEALANT AT ALL 4 SIDES.
13. NON-LATCHING METAL PATIO GATE (MTL-1)
14. NEW CANOPY SUPPORT POST
15. NEW SIGNAGE BY OWNER (SN-1)
16. NEW MUNTIN STRIP ADDED TO EXISTING STOREFRONT
17. GLASS PANEL WITH MIN. 26 STC., ACOUSTIC SEALANT AT ALL 4 SIDES

GENERAL ELEVATION NOTES

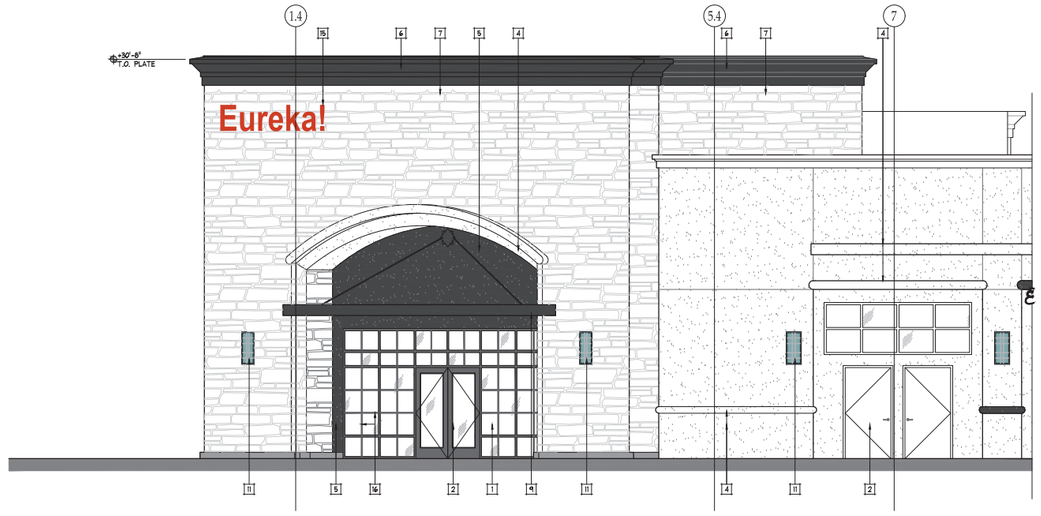
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FINISH SCHEDULE

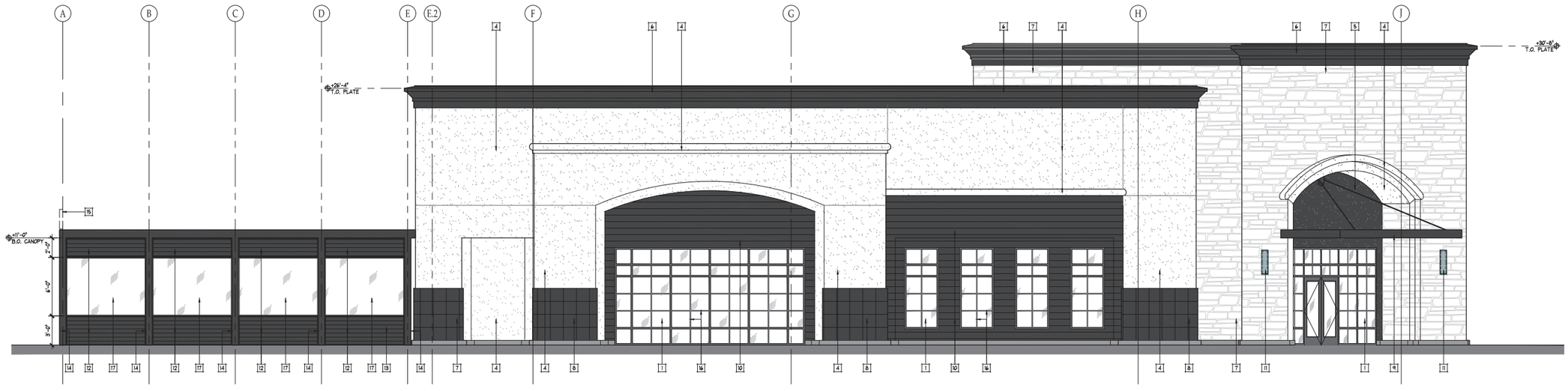
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- (ST-1) SHERWIN WILLIAMS PAINT OVER EXISTING BRICK, SATIN FINISH, #SW9541 "WHITE SNOW"
- (ST-2) SHERWIN WILLIAMS PAINT OVER EXISTING STONE TILE, SATIN FINISH, #SW7069 "IRON ORE"
- (SN-1) EXTERIOR SIGNAGE BY OWNER, MATCH TYPICAL EUREKA SIGNAGE COLOR



SOUTHWEST ELEVATION | SCALE 3/16" : 1'-0" | 18



SOUTH ELEVATION | SCALE 3/16" : 1'-0" | 3



WEST ELEVATION | SCALE 3/16" : 1'-0" | 1

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	△	
	△	

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EXT. ELEVATIONS
KEYNOTES
NOTES
FINISH SCHEDULE
LEGEND

Project No.: ..

Sheet No.: A5.1

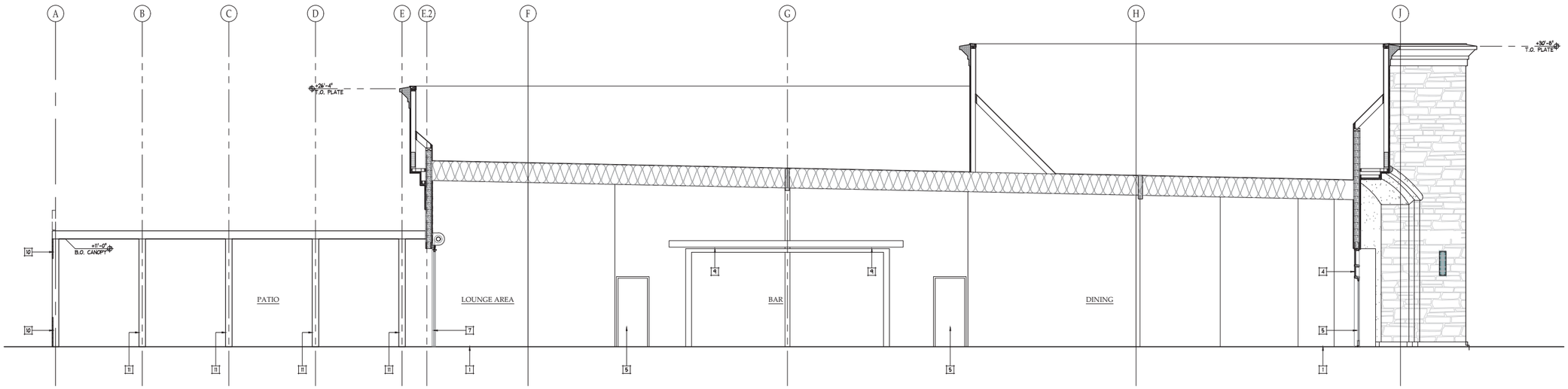
Print Date: 25 July 2022

KEYNOTES - BUILDING SECTIONS

1. EXIST. CONCRETE SLAB
2. EXIST. STEEL COLUMN
3. METAL STUD WALL PER PLAN
4. EXIST. STOREFRONT
5. DOOR PER SCHEDULE
6. NEW OVERHEAD ROLLING DOOR
7. SUSPENDED ACOUSTICAL PANEL CEILING, REFER TO CEILING FRAMING PLAN
8. KITCHEN HOOD
9. NEW CEILING CLOUD STRUCTURE OVER BAR
10. DOUBLE WALLED ALUMINUM SIDING
11. NEW LOUVERED PATIO CANOPY

GENERAL SECTION NOTES

1. DO NOT ATTACH ANYTHING TO THE UNDERSIDE OF THE ROOF DECK. ALL LOADS and BRACING MUST BE ADEQUATELY SUPPORTED FROM THE GROUND or FROM THE PRIMARY ROOF STRUCTURE.
2. DUCTWORK NOT TO INTERFERE WITH TRELLIS and INTERNAL CEILING WORKS
3. PROVIDE WALL BACKING FOR WALL MOUNTED EMERGENCY INVERTER. REFER TO ELECTRICAL DRAWINGS FOR SIZES and WEIGHT



BUILDING SECTION | SCALE 3/16" : 1'-0" | 1

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25 JUL 2022	1	PLANNING RESUBMITTAL
	2	
	3	
	4	
	5	

Project Name and Location

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26541 ALISO CREEK ROAD, SUITE F
ALISO VIEJO, CA 92656

Sheet Title
BUILDING SECTIONS
KEYNOTES
NOTES

Project No.: ..

Sheet No.: A6.0

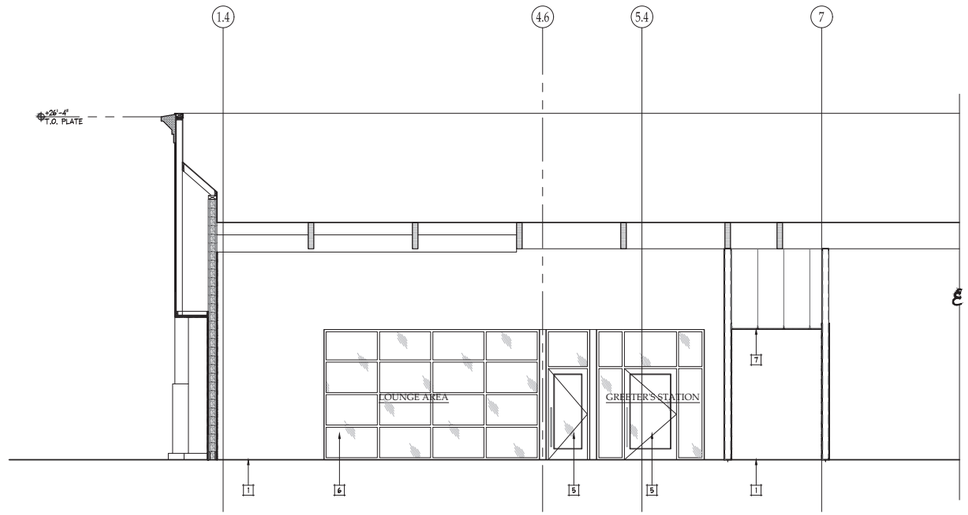
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KEYNOTES - BUILDING SECTIONS

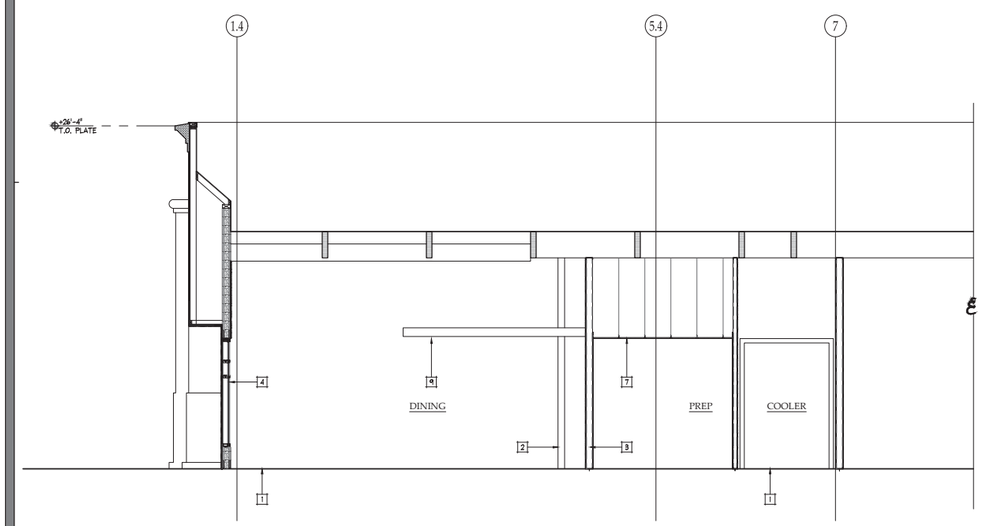
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2. EXIST. STEEL COLUMN
3. METAL STUD WALL PER PLAN
4. EXIST. STOREFRONT
5. DOOR PER SCHEDULE
6. NEW OVERHEAD ROLLING DOOR
7. SUSPENDED ACOUSTICAL PANEL CEILING, REFER TO CEILING FRAMING PLAN
8. KITCHEN HOOD
9. NEW CEILING CLOUD STRUCTURE OVER BAR
10. DOUBLE WALLED ALUMINUM SIDING
11. NEW LOUVERED PATIO CANOPY

GENERAL SECTION NOTES

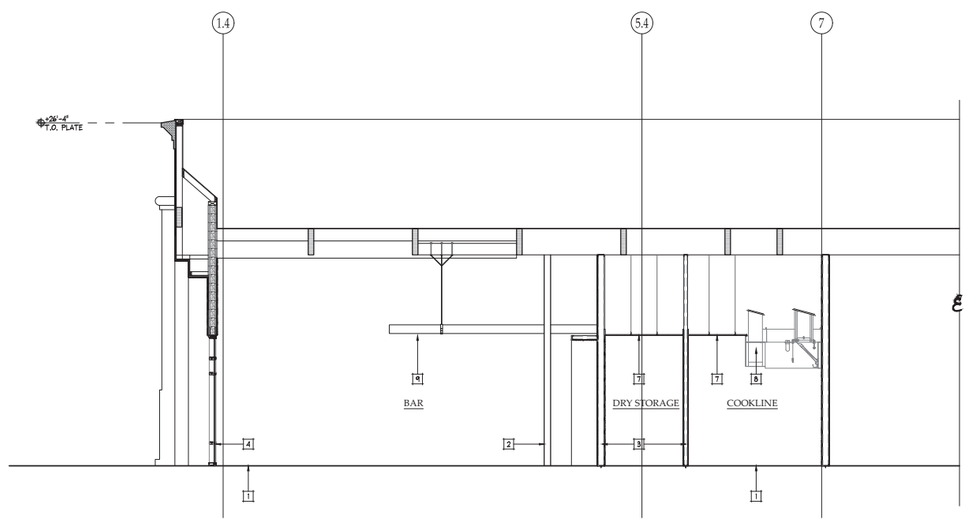
1. DO NOT ATTACH ANYTHING TO THE UNDERSIDE OF THE ROOF DECK. ALL LOADS and BRACING MUST BE ADEQUATELY SUPPORTED FROM THE GROUND or FROM THE PRIMARY ROOF STRUCTURE.
2. DUCTWORK NOT TO INTERFERE WITH TRELLIS and INTERNAL CEILING WORKS
3. PROVIDE WALL BACKING FOR WALL MOUNTED EMERGENCY INVERTER. REFER TO ELECTRICAL DRAWINGS FOR SIZES and WEIGHT



BUILDING SECTION | SCALE 3/16" : 1'-0" | 3



BUILDING SECTION | SCALE 3/16" : 1'-0" | 13



BUILDING SECTION | SCALE 3/16" : 1'-0" | 1

Architect

JGA

ARCHITECTURE
PLANNING / INTERIORS
PROJECT MANAGEMENT

2036 North Broadway
Santa Ana, CA 92706
Phone 714.560.9210

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LICENSED ARCHITECT
JAMES R. GARTNER
No. C-17450
REN. 11-30-23
STATE OF CALIFORNIA

Issuance

Date		Description
	☐	PLANNING SUBMITTAL
18 MAY 2022	☒	PLANNING RESUBMITTAL
	☐	PLAN CHECK SUBMITTAL
	☐	ISSUED FOR BID
	☐	ISSUED FOR CONSTRUCTION
	☐	

Revision

Date	No.	Description
25 JUL 2022	1	PLANNING RESUBMITTAL

Project Name and Location

EUREKA!
26541 ALISO CREEK ROAD, SUITE F
ALISO VIEJO, CA 92656

Eureka! Discover American Craft

Sheet Title
BUILDING SECTIONS
KEYNOTES
NOTES

Project No.: ..

Sheet No.: A6.1

Print Date: 25 July 2022



SOUTH ELEVATION | SCALE N.T.S | 18



SOUTHWEST ELEVATION | SCALE N.T.S | 3



NORTH ELEVATION | SCALE N.T.S | 16



WEST ELEVATION | SCALE N.T.S | 1

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Date	No.	Description
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RENDERINGS

Project No.:

Sheet No.:

A7.0

Print Date: 25 July 2022



STREET VIEW | SCALE N.T.S | 19



STREET VIEW | SCALE N.T.S | 4



STREET VIEW | SCALE N.T.S | 17



STREET VIEW | SCALE N.T.S | 2



STREET VIEW | SCALE N.T.S | 1

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Project Name and Location

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ALISO VIEJO, CA 92656

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RENDERINGS

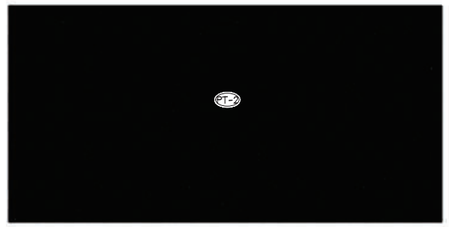
Project No.: ..
Sheet No.: A7.1

Print Date: 25 July 2022











FINISH SCHEDULE

- (PT-1) SHERWIN WILLIAMS PAINT OVER EXISTING STUCCO, SATIN FINISH, #SW9541 "WHITE SNOW"
- (PT-2) SHERWIN WILLIAMS PAINT OVER EXISTING STUCCO, SATIN FINISH, #SW7069 "IRON ORE"
- (WD-1) EXTERIOR WOOD SIDING. BEHR PREMIUM WEATHER PROOFING SEMI-TRANSPARENT, SATIN, "SLATE" ST-102
- (MTL-1) SHERWIN WILLIAMS PAINT OVER METAL AWNING OR STOREFRONT FRAME, FLAT FINISH, #SW7069 "IRON ORE"
- (ST-1) SHERWIN WILLIAMS PAINT OVER EXISTING BRICK, SATIN FINISH, #SW9541 "WHITE SNOW"
- (ST-2) SHERWIN WILLIAMS PAINT OVER EXISTING STONE TILE, SATIN FINISH, #SW7069 "IRON ORE"
- (SN-1) EXTERIOR SIGNAGE BY OWNER, MATCH TYPICAL EUREKA SIGNAGE COLOR

MATERIAL BOARD | SCALE N.T.S | 1

Architect

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Revision

Date	No.	Description
25 JUL 2022	1	PLANNING RESUBMITTAL

Project Name and Location

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ALISO VIEJO, CA 92656

Sheet Title

MATERIAL BOARD

Project No.: ..

Sheet No.: A7.2

Print Date: 25 July 2022


Eureka!
WEEKLY EVENTS
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LIFANG
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SW 9541 White Snow	SW 7029 Agreeable Gray	SW 7031 Mega Greige	SW 7069 Iron Ore
Main Body & Brick	Painted Tile & Popout	Popout 2	Fascia, Trim & Accent

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SW 9541 White Snow	SW 7029 Agreeable Gray	SW 7031 Mega Greige	SW 7069 Iron Ore
Main Body & Brick	Painted Tile	Popout	Fascia, Trim & Accent

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SW 9541 **White Snow**	**SW 7029** **Agreeable Gray**	**SW 7031** **Mega Greige**	**SW 7069** **Iron Ore**
Main Body & Brick	Painted Tile	Popout	Fascia, Trim & Accent

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SW 9541
White Snow
Main Body & Brick

SW 7029
Agreeable Gray
Painted Tile

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William A. Phillips

CITY MANAGER
David A. Doyle

CITY ATTORNEY
Scott C. Smith

CITY CLERK
Mitzi Ortiz, MMC

June 18th, 2022

Rose Rivera
Senior Planner
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656

Subject: Administrative Alcohol Conditional Use Permit for 26541 Aliso Creek Road, Suite F- Eureka!

To Whom It May Concern:

26541 Aliso Creek Road. Ste. F, Aliso Viejo, California 92656, is the proposed location for the Type 47 (On-Sale Beer and Wine - Eating Place) license. The premises is located in Aliso Viejo Individual Reporting Area 10 (AV IRA 10). For the period of 6-01-2021 to 6-01-2022, the following are statistics related to violations of crimes related to liquor laws in the respective areas.

Number of Class 41, 42, and 47 active alcohol licenses per capita by IRA:

AV IRA	Type 41	Type 42	Type 47
07	3	0	0
08	1	1	0
10	14	2	6
12	1	0	0

Alcohol-related crimes including Liquor law violations (LLV) and Driving Under the influence violations (DUI) for the approve Reporting Areas during the period of 6-1-21 to 6-1-22 were as follows:

Reporting Areas	LLV	DUI
AV IRA 07	3	7
AV IRA 08	0	7
AV IRA 10	3	4
AV IRA 12	1	0

Based upon the information listed above which includes alcohol-related crimes that are within tolerable limits, I find that the public convenience and necessity would be served by recommending the approval of the Type 47 (On-Sale General Eating Place) liquor license authorizing the sale of alcohol on the premises.

Sincerely,

Sgt. Chad Phillips
Administrative Sergeant Police Services

Noise Analysis Report

for the

Eureka Restaurant at 26541 Aliso Creek Road in Aliso Viejo

July 21, 2022

Prepared for:

Eureka Restaurant Group
12101 Crenshaw Blvd, Ste 400
Hawthorne, CA 90250

Prepared by:

Kyle Kim, Ph.D., Senior Consultant
Noise Monitoring Services
7800 Jackson St., Ste B
Paramount, CA 90723

(323) 546-9902
info@thenoiseexperts.com

Introduction

This report details the noise analysis for the proposed Eureka Restaurant at 26541 Aliso Creek Road in Aliso Viejo. The restaurant consists of an indoor dining area and an outdoor patio area. The restaurant will have a garage door that will be kept open between the indoor dining area and outdoor patio. The operational hours will be from 11 am to 11 pm on Sunday through Thursday and 11 am to 12 am on Friday and Saturday. The noise study was performed to estimate noise levels related to the project's activities and to determine compliance with the City's noise ordinance. This report provides the City of Aliso Viejo Municipal Code noise standards, the existing noise levels at the site, estimated noise levels of the project activities, an assessment of impact, and the measures required to achieve compliance with the noise standards. The location of the project site is shown in Figure 1. The site is bounded on the north and west by parking lot and south by Enterprise. The nearest residences are located approximately 590 feet to the east and 680 feet to the west of the project. Medical offices are located approximately 200 feet southwest of the project. Proposed future residences associated with the Commons at Aliso Viejo Town Center project will potentially be located approximately 100 feet north of the project.

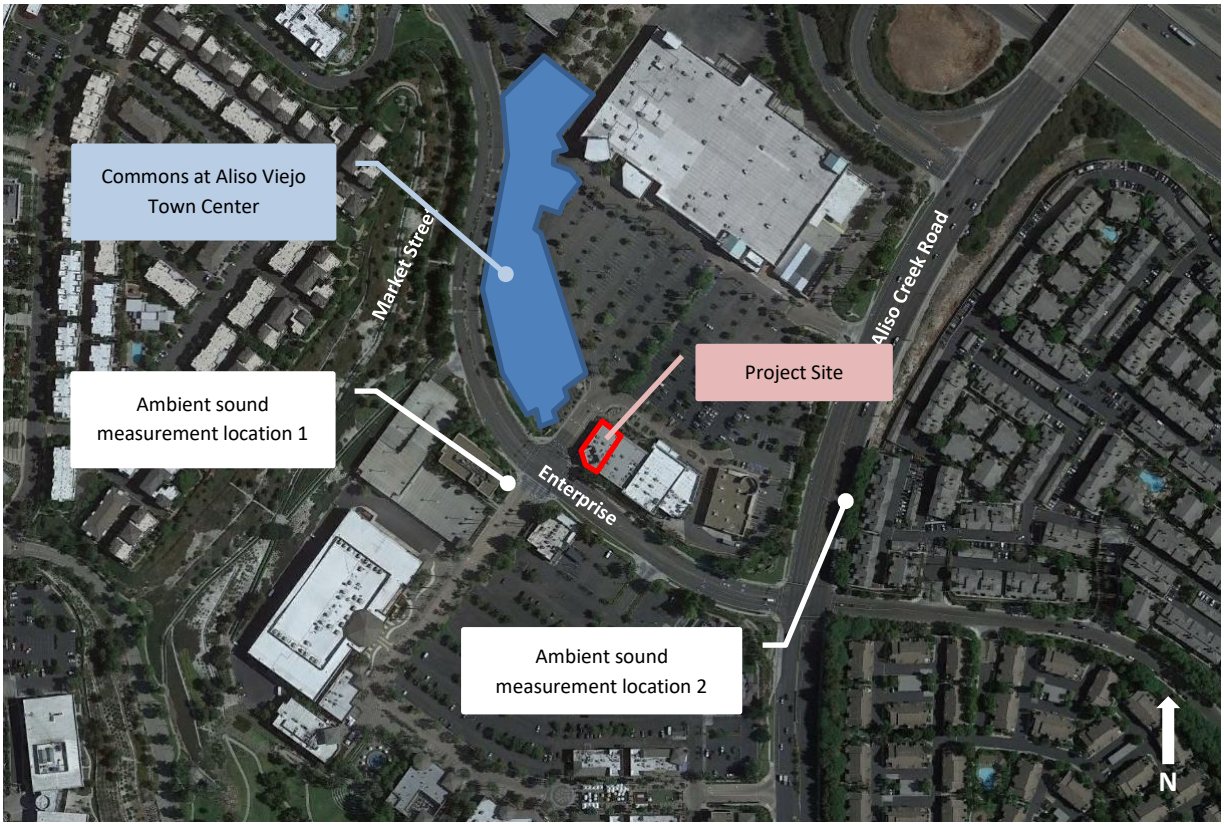


Figure 1 Project location and ambient noise measurement locations

City of Aliso Viejo Noise Standards

Title 8, Chapter 8.12.050 of the City of Aliso Viejo Municipal Code contains exterior sound limits that apply to the project. These limits are provided below:

A. The following exterior noise standards, unless otherwise specifically indicated, shall apply to all residential property within the city:

Table 1. Residential exterior noise standards

	Noise Level, dBA	Time Period
Density of less than 10 DU/acre	50	7:00 am – 10:00 pm
	45	10:00 pm – 7:00 am
Density of 10 DU/acre or more	55	7:00 am – 10:00 pm
	50	10:00 pm – 7:00 am

In the event the noise consists entirely of impact noise, simple tone noise, speech, music, or any combination thereof, each of the above noise levels shall be reduced by five (5) dBA.

B. The following exterior noise standards, unless otherwise specifically indicated, shall apply to all nonresidential property within the city. If a noise affects both residential and nonresidential property, then the applicable noise standards shall be the arithmetic mean of the applicable standards that apply to residential and nonresidential property.

Table 2. Nonresidential exterior noise standards

	Noise Level, dBA	Time Period
Commercial	65	7:00 am – 10:00 pm
	60	10:00 pm – 7:00 am
Manufacturing/Industrial	70	24 hours per day

In the event the noise consists entirely of impact noise, simple tone noise, speech, music, or any combination thereof, each of the above noise levels shall be reduced by five (5) dBA.

C. It shall be unlawful for any person at any location within the city to create any noise, or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by the person, when the foregoing causes the noise level, when measured on any other parcel, to exceed:
    1. The noise standard for a cumulative period of more than 30 minutes in any hour.
    2. The noise standard plus five (5) dBA for a cumulative period of more than 15 minutes in any hour.

3. The noise standard plus ten (10) dBA for a cumulative period of more than five minutes in any hour.
4. The noise standard plus 15 dBA for the cumulative period of more than one minute in any hour.
5. The noise standard plus 20 decibels for any period of time.
6. In the event the ambient noise level exceeds any of the applicable standards when the source of the noise is not operating, the ambient noise level shall become the standard.

Existing Noise Environment

Ambient noise in the area is primarily due to traffic on the nearby surface streets. Two 24-hour ambient noise measurements were obtained at the nearby medical office to the southwest and residences to the east of the project site in order to determine the existing ambient noise levels. The measurement location at the medical office is representative of the nearby existing and proposed future residential properties. The measurements were obtained with a model SVAN 971 type 1 precision sound level meter manufactured by Svantek, which was calibrated before the measurement. The locations of the measurement are provided in Figure 1. The measurements were obtained from 12:00 pm on July 13, 2022 for a period of 24-hours. Table 3 provides a summary of the results of the ambient noise measurements. This table provides the range of measured sound levels for the various cumulative periods specified in the municipal code over the duration of the measurement period.

The noise levels of the restaurant are expected to be relatively constant over 30 minutes of any hour. For this reason, compliance with the 30-minute noise limit will assure compliance with the other noise limit categories and therefore this study uses the cumulative 30-minute noise levels to assess the noise levels of the project. The measurement results indicate that the lowest existing hourly sound levels are below the City's residential daytime and nighttime noise limits at Location 1 in the cumulative 30-minute category during the operational hours of the project. The lowest existing hourly sound levels exceed the City's residential daytime and nighttime noise limits at Location 2 in the cumulative 30-minute category during the operational hours of the project. An adjustment for the daytime and nighttime ambient noise limits is therefore permitted when assessing compliance at residences to the east of the project. According to the City's noise ordinance, in the event the noise consists entirely of impact noise, simple tone noise, speech, music, or any combination thereof, each of the noise levels in Tables 1 and 2 shall be reduced by five (5) dBA. Because music and speech are the major noise sources of the project, the noise limits shall be reduced by five (5) dBA. Based on the City's noise ordinance, the daytime noise limit is 50 dBA and the nighttime noise limit is 45 dBA for residential uses to the west. After accounting for ambient noise levels, the daytime noise limit is 59 dBA and the nighttime noise limit is 53 dBA at the residential uses to the east. At the medical offices, the daytime noise limit is 60 dBA and the nighttime noise limit is 55 dBA.

Table 3 Summary of ambient noise measurement results

Locations	Time period	Range of A-weighted Sound Levels, dBA				
		Maximum ambient	Cumulative 1-minute	Cumulative 5-minute	Cumulative 15-minute	Cumulative 30-minute
Location 1	Daytime (7 am to 10 pm)	77.5 – 88.6	67.8 – 72.5	63.6 – 68.4	59.7 – 65.1	54.6 – 61.9
	Nighttime (10 pm to 7 am)	66.7 – 91.4	49.9 – 66.1	45.1 – 62.4	44.0 – 56.1	43.7 – 50.9
Location 2	Daytime (7 am to 10 pm)	79.3 – 95.8	73.9 – 76.8	71.0 – 74.3	67.6 – 71.0	64.2 – 67.8
	Nighttime (10 pm to 7 am)	76.2 – 91.8	67.6 – 75.1	62.2 – 72.0	52.4 – 68.6	41.2 – 64.8

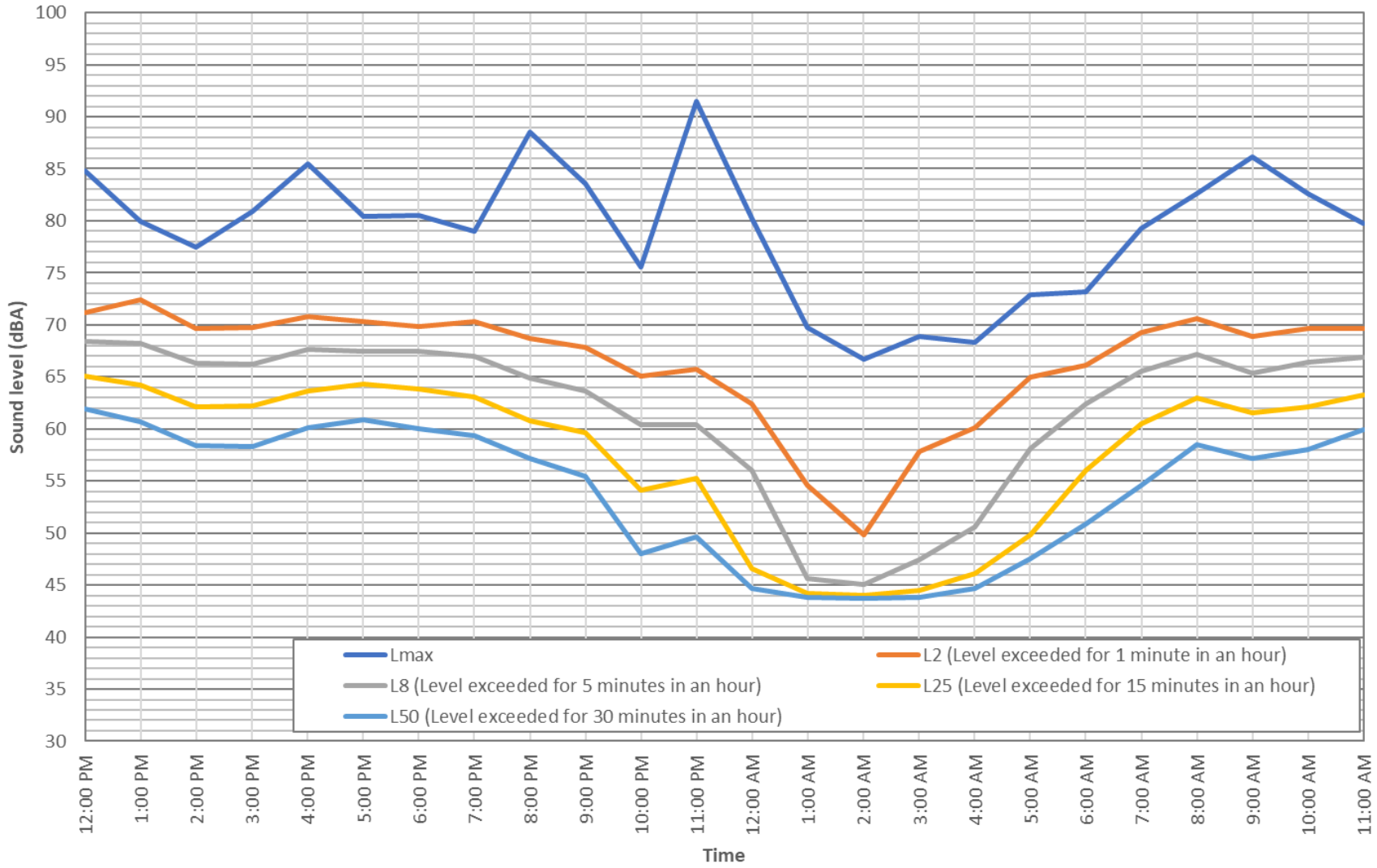


Figure 2 Measured ambient noise levels at Location 1

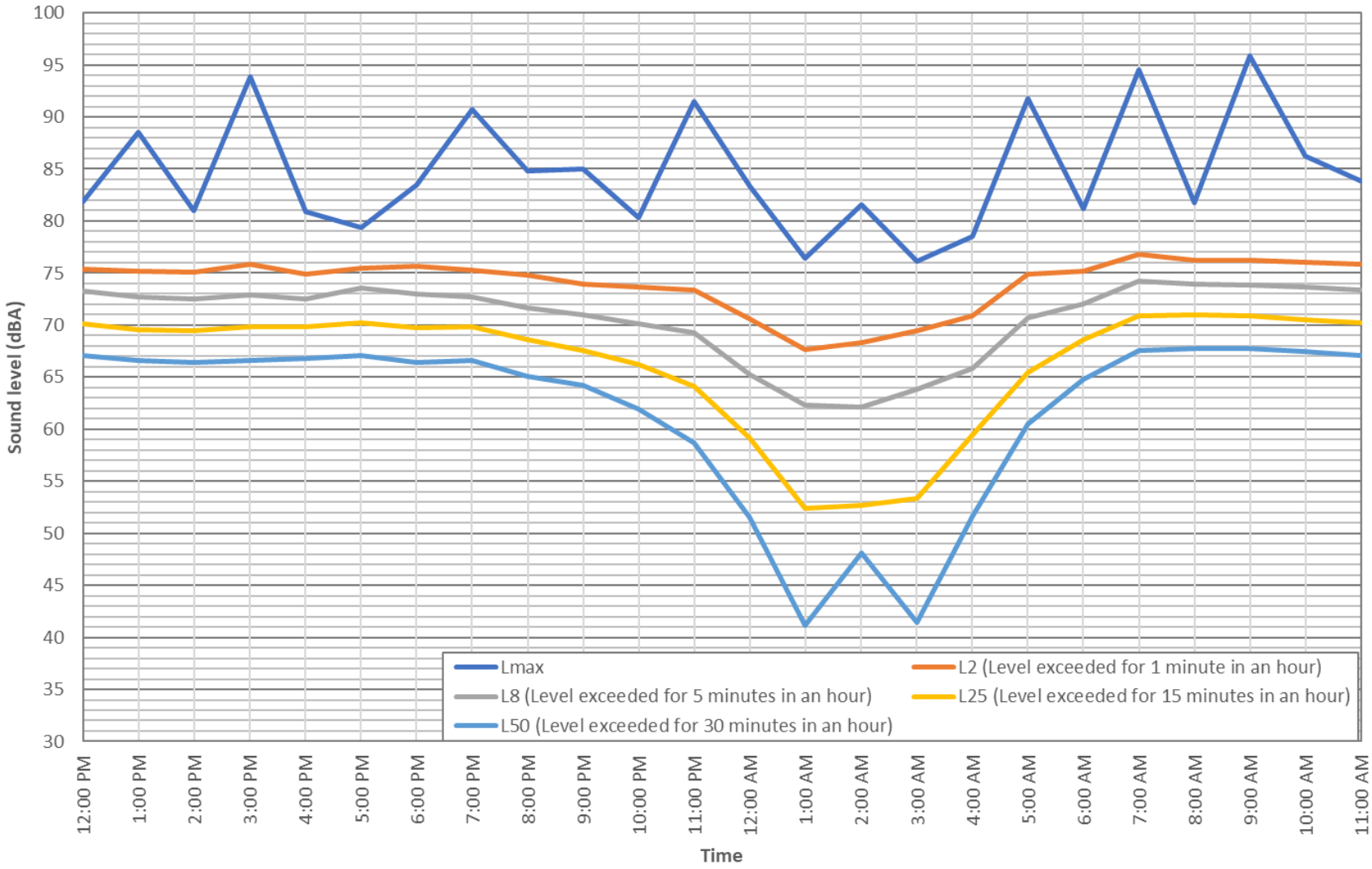


Figure 3 Measured ambient noise levels at Location 2

Noise Analysis

The sound sources associated with the project include people talking and ambient music playing throughout the speaker system in the outdoor patio area and indoor dining area. Reference sound measurements were conducted at an existing Eureka restaurant to measure typical noise levels produced by music and people talking. The measurements were obtained at the Eureka restaurant in Irvine while the ambient music was playing on a Thursday evening during peak hours between 8 pm and 9 pm. Sound measurements were conducted using a Bruel & Kjaer Model 2250 Type 1 precision sound level meter with 1/3rd octave band analyser. A summary of the sound measurement data is provided in Table 4.

Table 4 Sound measurement data at Eureka in Irvine

Activities	Overall sound level, dBA
Ambient music at 1m from a speaker	77.6
Sound level measured at 20 feet from patio area	59.8

A computer noise model of the interior and exterior noise sources was generated to estimate worst-case noise levels produced by the project operation. The estimated worst-case noise level would occur with the full capacity of the indoor dining area and outdoor patio area. The noise model was constructed using SoundPlan three-dimensional noise modelling software, which takes into account the locations, levels and frequency spectra of the noise sources, and the terrain, buildings and barriers at the site. The noise model was based on ambient music playing through twenty-eight (28) indoor speakers and nine (9) patio speakers with the full capacity of indoor dining area and outdoor patio area and the garage door between the indoor dining area and outdoor patio opened.

Two noise models were generated to estimate noise levels. The first model assesses noise levels based on the existing building configuration in the site vicinity. The second model assesses noise levels based on the potential future building configuration after construction of the proposed residential and commercial units associated with the Commons at Aliso Viejo Town Center project. It was judged that these two scenarios would need to be assessed separately because the presence of the proposed structures would affect the project noise levels experienced at some nearby existing residences.

Since the proposed future residential building may be approximately 10 stories high, the noise levels were modelled at three different elevations (the first, sixth, and tenth floor levels) to assure compliance at units at upper locations overlooking the patio.

A summary of the results of exterior noise level analysis is provided in Table 5. A noise contour map showing the modelled noise levels for the existing structure configuration (without the proposed future

buildings) is provided in Figure 4 and noise contour maps showing the modelled noise levels after future development of the Commons at Aliso Viejo Town Center project are provided in Figures 5 through 7.

Table 5 Results of Exterior Noise Level Analysis

Locations	Project noise levels with existing site configuration (dBA)	Project noise levels with proposed future development (dBA)			Daytime Noise Limit (dBA)	Nighttime Noise Limit (dBA)	Noise Ordinance Compliance
		1st floor	6th floor	10th floor			
Residences to the east	37	37	N/A	N/A	59	53	Yes
Residences to the west	31	16	N/A	N/A	50	45	Yes
Medical offices to the southwest	26	26	N/A	N/A	60	55	Yes
Potential future Residences to the north	N/A	43	41	35	50	45	Yes

Restaurant Patio Noise Analysis

Sound measurements were conducted at two existing restaurants to record noise from patio areas. The measurements were obtained approximately 20 feet from the patio areas of Urban Plates and Stadium Brew Co restaurants located nearby the project in the City of Aliso Viejo on a Tuesday during lunch peak hours between 12 pm and 1 pm. Sound measurements were conducted using a Bruel & Kjaer Model 2250 Type 1 precision sound level meter with 1/3rd octave band analyser. A summary of the sound measurement data is provided in Table 6.

Table 6 Sound measurement data for patio areas of other restaurants

Restaurants	Conditions	Overall sound level, dBA
Urban Plates	About 30% occupancy without music	58.3
Stadium Brew Co.	About 60% occupancy with music	59.6

Based on the noise contour map in Figure 4, noise level at 20 feet from the outdoor patio area of the project would be approximately 62 dBA. The sound level at approximately 20 feet from the outdoor patio area of the project will be similar to the sound level measured at outdoor patio areas of the Urban Plates and Stadium Brew Co. restaurants. The operational noise level of the project will therefore be consistent with similar nearby restaurants.

Assessment of Impact

The worst-case project operational noise levels will comply with the City's the daytime and nighttime noise limits at the nearest residential uses and medical offices. The project operational noise levels will comply with the City's daytime and nighttime noise limits at the future residential uses at the Commons at Aliso Viejo Town Center.

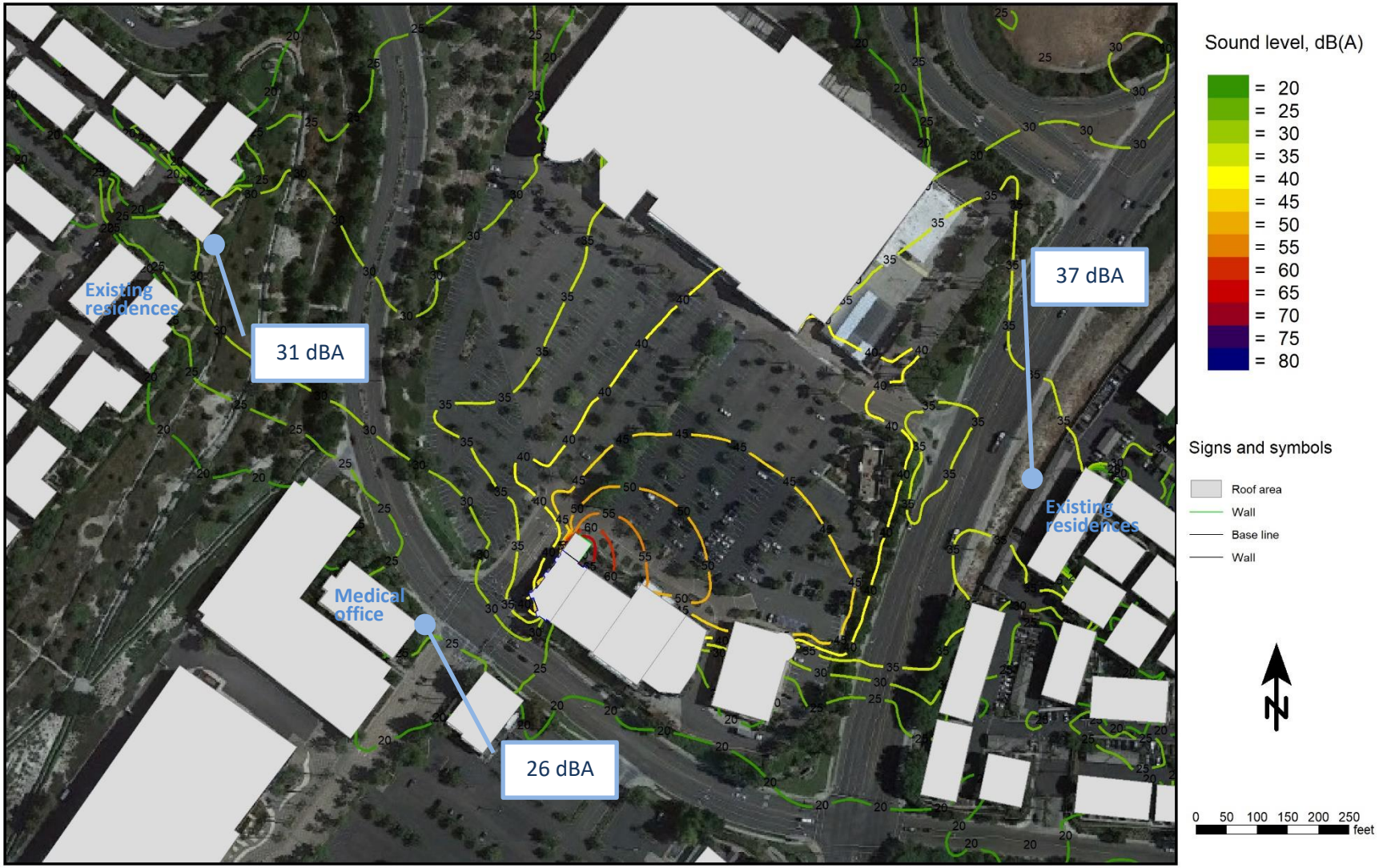


Figure 4 Eureka operational noise level contour map

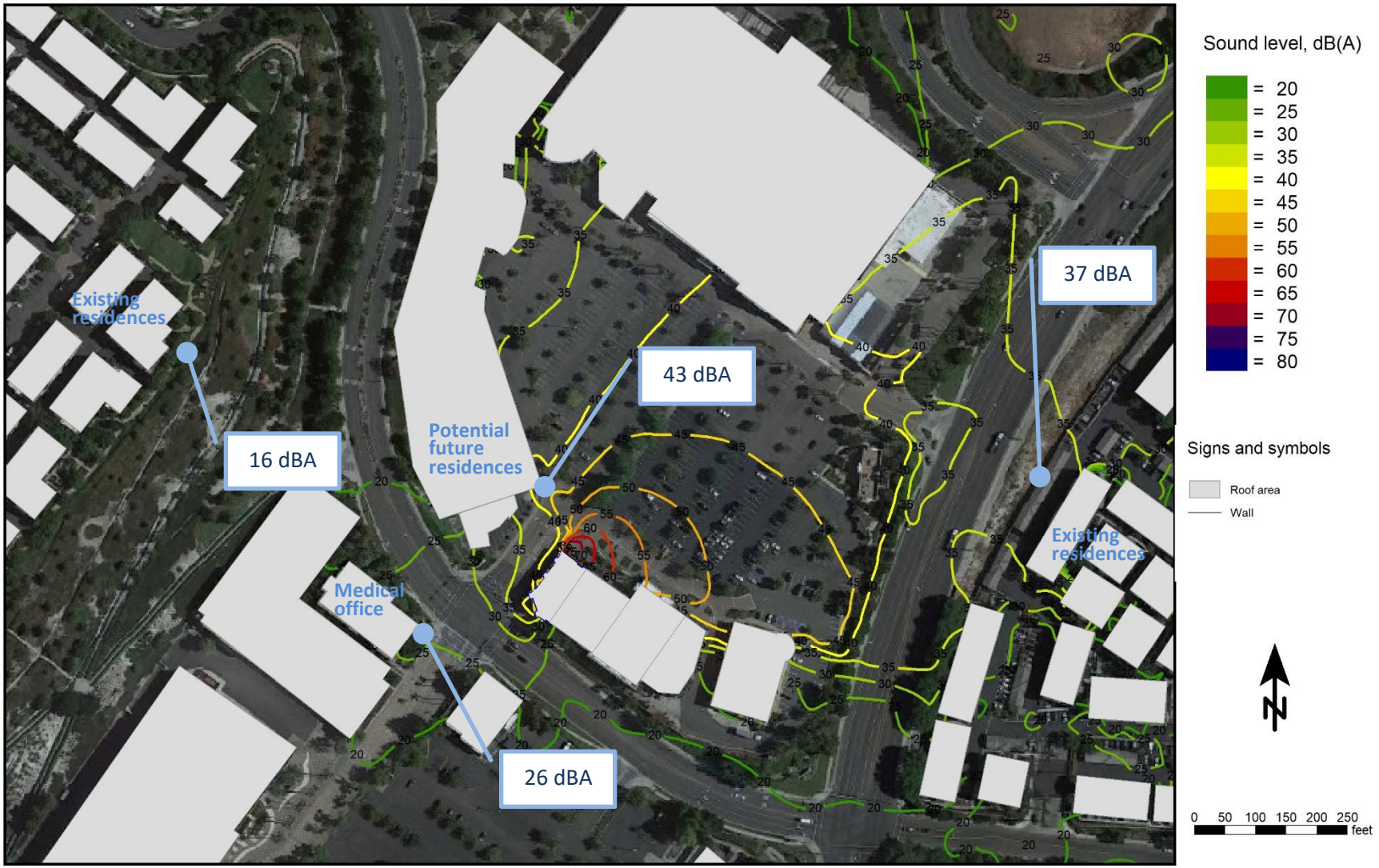


Figure 5 Eureka operational noise level contour map with future residential development at first floor level



Figure 6 Eureka operational noise level contour map with future residential development at sixth floor level



Figure 7 Eureka operational noise level contour map with future residential development at tenth floor level

Recommendations

The following noise control recommendations are provided to ensure compliance with the City of Aliso Viejo exterior noise limits:

1. The sound level of the music sound system installed in the indoor dining area and outdoor patio area should be adjusted so that the sound level is no higher than 76 dBA at 1 m from any speaker. The sound system level control should be set so that the speaker sound level cannot exceed this requirement.

2. Sound walls at least 11 feet in height should be located on the west and north sides of the patio area as shown in Figure 8. The walls should have a minimum Sound Transmission Class (STC) rating of 26. There should be no gaps in the walls. Suitable products may include Sound Seal B-10 CV Noise Barrier or clear plastic windows.

3. Speakers in the outdoor patio area shall be installed facing east away from the potential future residences. Speakers shall be installed at maximum 10 feet above the ground.

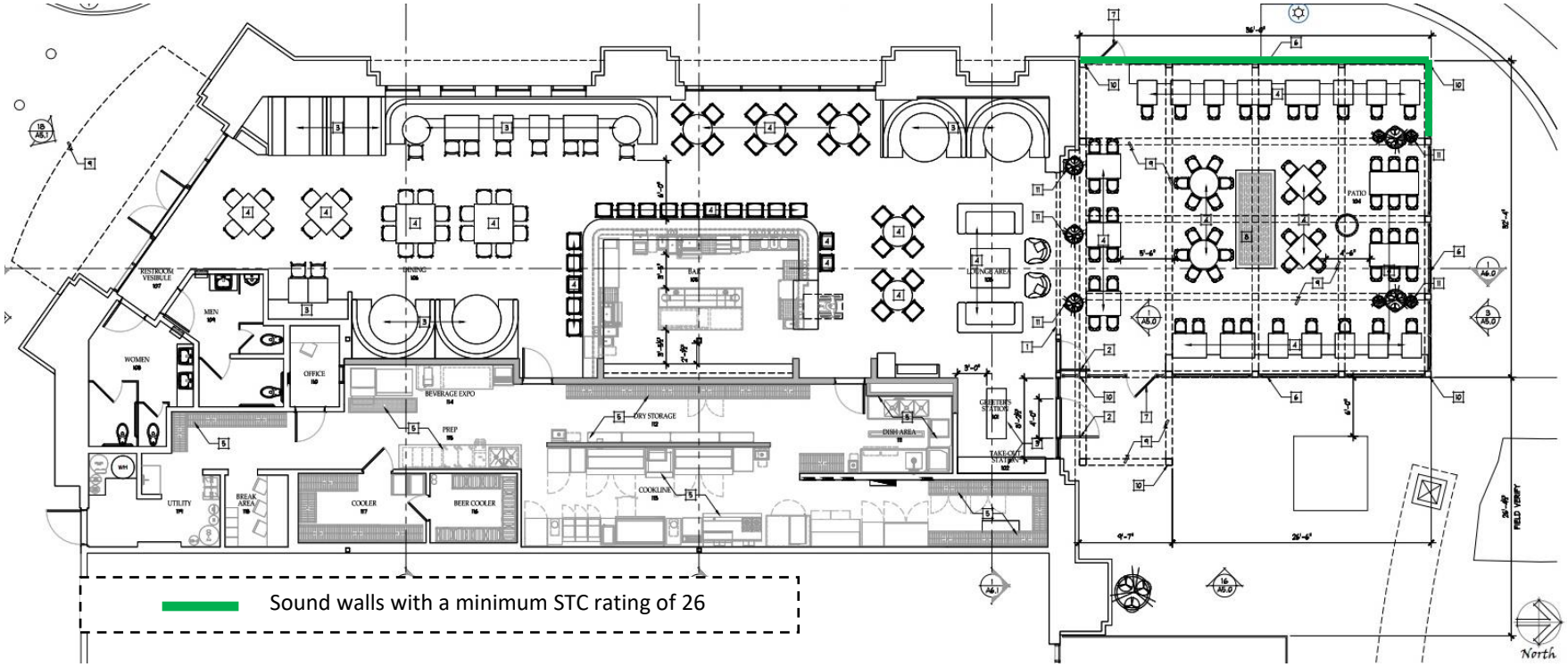


Figure 8 Outdoor patio area noise barrier locations

Conclusion

This report provides an analysis of the noise levels associated with the proposed Eureka at 26541 Aliso Creek Road in Aliso Viejo. Our analysis indicates that the operational noise level will comply with the City's noise standards at all nearby residences, medical offices, and commercial properties. Furthermore, the worst-case predicted noise levels will be lower than the existing exterior ambient noise levels at the nearby residences during operational hours. With the implementation of the recommendations provided in this report, the project will comply with the requirements of the City's noise standards.

Based on noise measurements obtained at similar nearby restaurants, the operational noise levels of the project will be consistent with these restaurants.

References

1. Eureka! 26541 Aliso Creek Road, Suire F, Aliso Viejo, James Gartner & Associates, Architects, Inc. March 24, 2022.
2. The Commons at Aliso Viejo Town Center, Specific Plan No. 2, The PRS Group, December, 2005

Appendix I

Glossary of Acoustical Terms

Glossary of Terms

The following is a list of definitions of terms commonly used in the field of acoustics. Some, or all, of these terms may have been used in the preceding report:

Ambient Noise: The all-encompassing noise associated with a given environment at a specified time, usually a composite of sound from many sources both near and far.

Average Sound Level: See Equivalent-Continuous Sound Level.

A-Weighted Sound Level, dB(A): The sound level obtained by use of A-weighting. Weighting systems were developed to measure sound in a way that more closely mimics the ear's natural sensitivity. The A- weighting system is incorporated into the sound level meter to alter its sensitivity relative to frequency so that the instrument is less sensitive to noise at frequencies where the human ear is less sensitive and more sensitive at frequencies where the human ear is more sensitive. (Refer to Figure l-l for typical noise source levels.)

Community Noise Equivalent Level (CNEL): A 24-hour A-weighted average sound level which takes into account the fact that a given level of noise may be more or less tolerable depending on when it occurs. The CNEL measure of noise exposure weights average hourly noise levels by 5 dB for the evening hours (between 7:00 p.m. and 10:00 p.m.), and 10 dB between 10:00 p.m. and 7:00 a.m., then combines the results with the daytime levels to produce the final CNEL value. It is measured in decibels, dB. (Refer to Figure l-2 for typical noise exposure levels.)

CNEL: See Community Noise Equivalent Level.

Day-Night Average Sound Level (DNL or Ldn): A measure of noise exposure level that is similar to CNEL except that there is no weighting applied to the evening hours of 7:00 p.m. to 10:00 p.m. It is measured in decibels, dB. (Refer to Figure I-2 for typical noise exposure levels.)

Daytime Average Sound Level (Leq(12)): The time-averaged A-weighted sound level measured between the hours of 7:00 am to 7:00 pm. It is measured in decibels, dB.

Decay Rate: The time taken for the sound pressure level at a given frequency to decrease in a room. It is measured in decibels per second, dB/s.

Decibel (dB): The basic unit of measure for sound level.

Direct Sound: Sound that reaches a given location in a direct line from the source without any reflections.

Divergence: The spreading of sound waves from a source in a free field, resulting in a reduction in sound pressure level with increasing distance from the source.

Energy Basis: This refers to the procedure of summing or averaging sound pressure levels on the basis of their squared pressures. This method involves the conversion of decibels to pressures, then performing the necessary arithmetic calculations, and finally changing the pressures back to decibels.

Equivalent-Continuous Sound Level (Leq): The average sound level measured over a specified time period. It is a single-number measure of time-varying noise over a specified time period. It is the level of a steady sound that, in a stated time period and at a stated location, has the same A-weighted sound energy as the time-varying sound.

For example, a person who experiences an Leq of 60 dB(A) for a period of 10 minutes standing next to a busy street is exposed to the same amount of sound energy as if he had experienced a constant noise level of 60 dB(A) for 10 minutes rather than the time varying traffic noise level. It is measured in decibels, dB.

Fast Response: A setting on the sound level meter that determines how sound levels are averaged over time. A first sound level is always more strongly influenced by recent sounds, and less influenced by sounds occurring in the distant past, than the corresponding slow sound level. For the same non-steady sound, the maximum first sound level is generally greater than the corresponding maximum slow sound level. Fast response is typically used to measure impact sound levels.

Field Impact Insulation Class (IIC): A single number rating similar to the impact insulation class except that the impact sound pressure levels are measured in the field.

Field Sound Transmission Class (FSTC): A single number rating similar to sound transmission class except that the transmission loss values used to derive this class are measured in the field.

FIIC: See Field Impact Insulation Class.

Flanking Sound Transmission: The transmission of sound from a room in which a source is located to an adjacent receiving room by paths other than through the common partition. Also, the diffraction of noise around the ends of a barrier.

Frequency: The number of oscillations per second of a sound wave (i.e., the number of cycles per second). It is measured in hertz. Hz.

FSTC: See Field Sound Transmission Class.

Hertz (Hz): See Frequency.

Hourly Average Sound Level (HNL): The equivalent-continuous sound level, Leq, over a 1-hour time period. It is measured in decibels.

Impact Insulation Class (IIC): A single number rating used to compare the effectiveness of floor/ceiling assemblies in providing reduction of impact-generated sounds such as the sound of a person walking across the upstairs floor.

Impact Noise: The noise that results when two objects collide.

Impulse Noise: Noise of a transient nature due to a sudden impulse of pressure like that created by a gunshot or a balloon bursting.

Insertion Loss: The decrease in sound power level measured at the location of the receiver when an element (e.g., a noise barrier) is inserted in the transmission path between the sound source and the receiver. It is measured in decibels.

Inverse Square Law: A rule by which the sound intensity varies inversely with the square of the distance from the source. This results in a 6 dB decrease in sound pressure level for each doubling of distance from the source.

L_2, L_8, L_{25}, L_{50}: See X-Percentile-Exceeded Sound Level.

Ldn: See Day-Night Average Sound Level.

Leq: See Equivalent-Continuous Sound Level.

Leq(12): See Daytime Average Sound Level.

Lmax: See Maximum Sound Level.

Ln: See X-Percentile-Exceeded Sound Level.

Lpk: See Peak Sound Level.

Masking: The process by which the threshold of hearing for one sound is raised by the presence of another sound.

Maximum Sound Level (Lmax): The greatest sound level measured on a sound level meter during a designated time interval or event. It is measured in decibels.

NC Curves (Noise Criterion Curves): A system for rating the noisiness of an occupied indoor space. An actual octave-band spectrum is compared with a set of standard NC curves to determine the NC level of the space.

NIC: See Noise Isolation Class.

NNIC: See Normalized Noise Isolation Class.

Noise: Any unwanted or disagreeable sound.

Noise Criterion Curves: See NC Curves.

Noise Isolation Class (NIC): A single number rating derived from measured values of noise reduction between two enclosed spaces that are connected by one or more partitions. Unlike STC or NNIC, this rating is not adjusted or normalized to a measured or standard reverberation time.

Noise Reduction: The difference in sound pressure level between any two points.

Noise Reduction Coefficient (NRC): A single number rating of the sound absorption properties of a material. It is the average of the sound absorption coefficients at 250, 500, 1000, and 2000 Hz, rounded to the nearest multiple of 0.05.

Normalized Noise Isolation Class (NNIC): A single number rating similar to the noise isolation class except that the measured noise reduction values are normalized to a reverberation time of 0.5 seconds.

NRC: See Noise Reduction Coefficient.

Octave: The frequency interval between two sounds whose frequency ratio is 2. For example, the frequency interval between 500 Hz and 1,000 Hz is one octave.

Octave-Band Sound Level (Octave-Band Level): For an octave frequency band, the sound pressure level of the sound contained within that band. It is measured in decibels.

One-Third Octave: The frequency interval between two sounds whose frequency ratio is $2^{1/3}$ (1.26). For example, the frequency interval between 200 Hz and 250 Hz is one-third octave.

One-Third-Octave-Band Sound Level (One-Third-Octave-Band Level): For a one-third-octave frequency band, the sound pressure level of the sound contained within that band. It is measured in decibels.

Outdoor-Indoor Transmission Class (OITC): A single number rating used to compare the sound insulation properties of building facade elements. This rating is designed to correlate with subjective impressions of the ability of facade elements to reduce the overall loudness of ground and air transportation noise.

Peak Sound Level (Lpk): The maximum instantaneous sound level during a stated time period or event. It is measured in decibels.

Pink Noise: Noise that has approximately equal intensities at each octave or one-third-octave band.

Point Source: A source that radiates sound as if from a single point.

RC Curves (Room Criterion Curves): A system for rating the noisiness of an occupied indoor space. An actual octave-bond spectrum is compared with a set of standard RC curves to determine the RC level of the space.

Real-Time Analyzer (RTA): An instrument for the determination of a sound spectrum.

Receiver: A person (or persons) or equipment which is affected by noise.

Reflected Sound: Sound that persists in an enclosed space as a result of repeated reflections or scattering. It does not include sound that travels directly from the source without reflections.

Reverberation: The persistence of a sound in an enclosed or partially enclosed space after the source of the sound has stopped, due to the repeated reflection of the sound waves.

Reverberation Time (T_{60}): The time required for the sound pressure level of a given frequency in an enclosed or partially enclosed space to decrease by 60 dB after the source of the sound has stopped. It is measured in seconds.

Room Absorption: The total absorption within a room due to all objects, surfaces and air absorption within the room. It is measured in Sabins or metric Sabins.

Room Criterion Curves: See RC Curves.

RTA: See Real-Time Analyzer.

SLM: See Sound Level Meter.

Slow Response: A setting on the sound level meter that determines how measured sound levels are averaged over time. A slow sound level is more influenced by sounds occurring in the distant past that the corresponding fast sound level.

Sound: A physical disturbance in a medium (e.g.. air) that is capable of being detected by the human ear.

Sound Absorption: The process of dissipation of sound energy, and the property of materials and structures to dissipate sound energy.

Sound Absorption Coefficient (α): A measure of the sound-absorptive property of a material.

Sound Insulation: The capacity of a structure or element to prevent sound from reaching a receiver room either by absorption or reflection.

Sound Level: See Sound Pressure Level.

Sound Level Meter (SLM): An instrument used for the measurement of sound level, with a standard frequency-weighting and standard exponentially weighted time averaging.

Sound Power Level: A physical measure of the amount of power a sound source radiates into the surrounding air. It is measured in decibels.

Sound Pressure Level: A physical measure of the magnitude of a sound. It is related to the sound's energy. The terms sound pressure level and sound level are often used interchangeably. It is measured in decibels.

Sound Transmission Class (STC): A single number rating used to compare the sauna' insulation properties of walls, floors, ceilings, windows, or doors. This rating is designed to correlate with subjective impressions of the ability of building elements to reduce the overall loudness of speech, radio, television, and similar noise sources in offices and buildings.

Source Room: A room that contains a noise source or sources.

Spectrum: The spectrum of a sound wave is a description of its resolution into components, each of different frequency and usually different amplitude (level).

STC: See Sound Transmission Class.

T_{60}: See Reverberation Time.

Tapping Machine: A device used in rating different floor constructions against impacts. It produces a series of impacts on the floor under test, 10 times per second.

Tone: A sound with a distinct pitch (i.e., a dominant frequency).

Transmission Loss (TL): A property of a material or structure describing its ability to reduce the transmission of sound at a particular frequency from one space to another. The higher the TL value the more effective the material or structure is in reducing sound between two spaces. It is measured in decibels.

White Noise: Noise that has approximately equal intensities at all frequencies. (White noise need not be random noise.)

Windscreen: A porous covering for a microphone, designed to reduce the noise generated by the passage of wind over the microphone.

X-Percentile-Exceeded Sound Level (L_n): The A-weighted sound level equaled or exceeded by a fluctuating sound level x percent of a stated time period. E.g., the letter symbol L_{10}, represents the sound level which is exceeded 10 percent of the stated time period. For a 1-hour measurement, L_{50}, is the sound level exceeded for more than 30 minutes in an hour, L_{25} is the sound level exceeded for more than 15 minutes in an hour. L_8 is the sound level exceeded for more than 5 minutes in an hour, and L_2 is the sound level exceeded for more than 1 minute in an hour.

ALISO VIEJO

Eureka! Restaurant

26541 Aliso Creek Road, Suite F

Project Application PA22-012

City Council

August 17, 2022

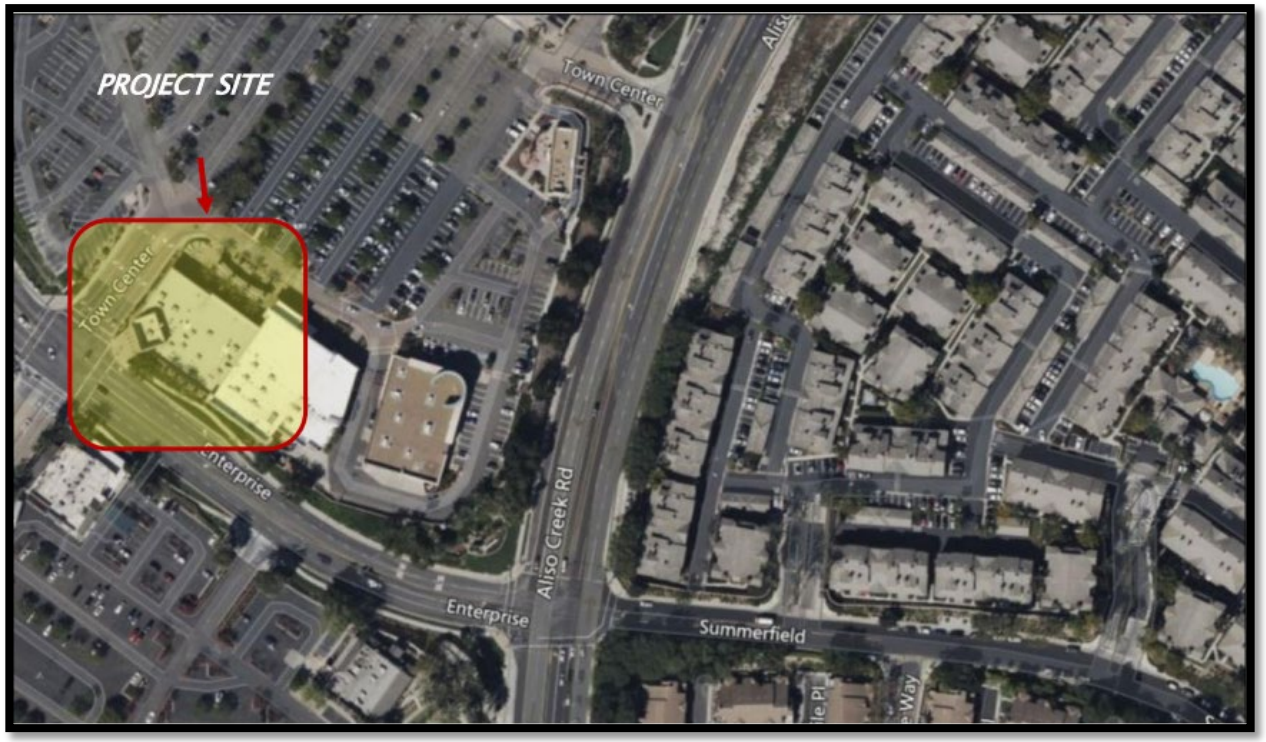
Project Request

- PA22-012 (CUP/SDP/EP)
  - Conditional Use Permit-Alcoholic Beverage Control License Type 47-On-sale General-Eating Place
  - Site Development Permit-exterior site improvements
  - Exception Permit-outdoor dining area to exceed 1,000 square feet not to exceed 1,215 square feet

Project Description

- The proposed project includes tenant improvements with an outdoor patio, and a full line of alcoholic beverages for onsite consumption with beer and wine for offsite consumption.
- Late hours are proposed in conjunction with the operation of a full-service sit-down restaurant.
- Eureka is also requesting an exemption to allow for speakers to be placed on the outdoor patio.
- Additionally, Eureka will be seeking a Type 47 Liquor License with the California Alcoholic Beverage Control.

Project Location



Existing Conditions



Proposed Project Renderings







Proposed Project Renderings







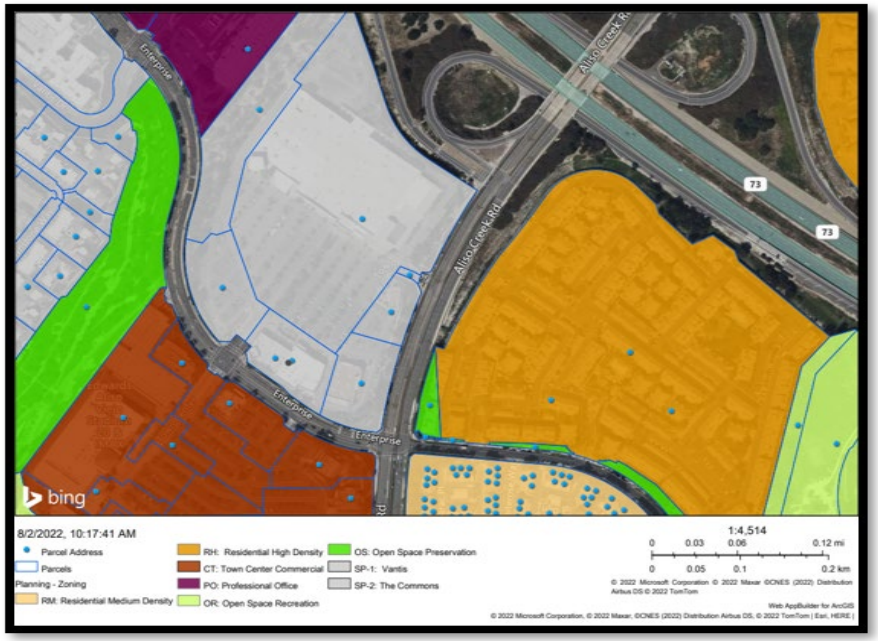


Proposed Use and Compatibility with Surrounding Uses

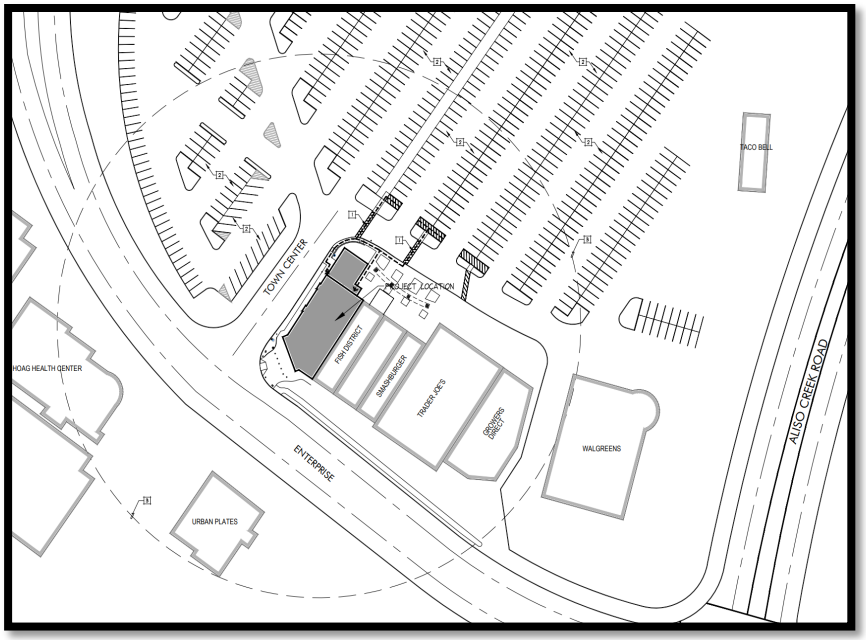
- The proposed project is zoned Specific Plan 2 Commons (SP-2) and has a General Plan Land Use Designation of Mixed Use-Medium Density Residential/Professional Office (PO/CC).
- The surrounding uses include commercial to the north, south, west and east.
- The project is located on Enterprise west of Aliso Creek Road in an area with commercial uses.

Proposed Use and Compatibility with Surrounding Uses

- The proposed project will upgrade the exterior of the southern building (Suites A-F) that face Enterprise. The new updated color scheme is part of the recently approved architectural update to the Commons.
- Outdoor dining is permitted as an accessory use to restaurants. An increase to the outdoor dining area of greater than 1,000 square feet requires an Exception Permit.
- A noise study was conducted for the proposed project, and noise mitigation recommendations were provided including restricting the outdoor noise level to 76 dBA, providing a sound wall at 11 feet in height, and installing speakers facing east away from future residences.



Project Parking



- The proposed project will be 5,963 square feet in size and would be required to provide 80 parking stalls. All parking is shared for the Commons Center. No impact to off-street parking is anticipated with the approval of PA22-012.
- The proposed project would not remove any existing parking as a result of the proposed outdoor dining or tenant improvements.

Staff Recommendation to City Council:

1. Open and conduct the continued public hearing;
2. Find that the request is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities);
3. Adopt a Resolution approving a Conditional Use Permit (CUP) to establish an Alcoholic Beverage Control (ABC) License Type 47 (On-Sale General – Eating Place and Offsite consumption) in conjunction with a new restaurant "Eureka!"; and
4. Adopt a Resolution approving a Site Development Permit (SDP) to allow for exterior modifications including a new outdoor dining area, a new color scheme for the facade, and new landscaping, and an Exception Permit (EP) to allow the size of the outdoor dining area to exceed the code limit of 1,000 square feet (proposed at 1,215 square feet) and use design features to mitigate the operational sound impacts of the patio on surrounding businesses and sensitive uses for an existing tenant space of The Commons located at 26541 Aliso Creek Road, #F.

ALISO VIEJO

Eureka! Restaurant

26541 Aliso Creek Road, Suite F

Project Application PA22-012

City Council

August 17, 2022

City of Aliso Viejo
AGENDA ITEM

DATE: August 17, 2022

TO: Mayor and City Council

FROM: Mitzi Ortiz, Director of Government Services

SUBJECT: SELECTION OF VOTING DELEGATE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING

Recommended Action:

Designate a voting delegate and up to two alternates for the League of California Cities Annual Business Meeting to be held on September 9, 2022 at the Long Beach Convention Center.

Fiscal Impact:

Conference registration is required at a cost of $350 for one-day registration or $650 for full conference registration. Funds for City Council travel and training expenditures have been included in the FY 2022-23 Budget.

Background:

This year's League of California Cities Annual Conference will be held September 7-9, 2022, at the Long Beach Convention Center. The Annual Business Meeting is scheduled for Friday, September 9, at 11:30 a.m. and is held to allow the membership to consider and act on League resolutions that establish League policy. In order to vote at this meeting, the City Council must designate a voting delegate. The Council may appoint up to two alternates, one of whom may vote in the event that the voting delegate is unable to serve in that capacity.

Discussion:

The voting delegate and alternate(s) must be registered to attend the conference. At least one must be present at the Annual Business Meeting and in possession of a voting card in order to cast a vote. Additional instructions are outlined in the attached correspondence from the League of California Cities regarding this process and the voting procedures. Voting cards may be transferred between the delegate and the alternate(s) only. They are not transferable to another City official.

To date, Mayor Ross Chun and Mayor Pro Tem Richard Hurt are registered to attend the conference. As such, staff is recommending Council designate one attendee as voting delegate and the other as alternate. The Voting Delegate/Alternate Form must be submitted to the League of California Cities in advance of the conference, no later than September 2, 2022.

Attachment:

1. Memo from League of California Cities

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:
- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF CALIFORNIA CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY:_____

2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name:_____

Title:_____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email_____

Mayor or City Clerk_____ Date_____ Phone_____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@calcities.org; Phone: (916) 658-8254