

**Rose Bakery Café/Laventina's Big Cheese Pizza –
763 S Main Street #200A, 92868
"47" On-Sale General- Eating Place
CUP: 25-0045**

Prepared by: Mike Murphy, Sergeant

Date: September 16, 2025

I received the above referenced CUP application for an ABC license. My investigation showed the following statistics:

Figures supplied by the State Department of Alcohol Beverage Control (ABC) for the location in Census Tract #: 760.02 shows:

The number of **ON-SALE** licenses allowed are: **2**

The number of **ON-SALE** licenses existing are: **12**

The number of **OFF-SALE** licenses allowed are: **1**

The number of **OFF-SALE** licenses existing are: **1**

This location is in RD 12, and our current figures show crimes at 566. The average number of reported crimes per district is 87 (crime stats from 2024). This is 551% above the average reported crime.

➤ **ON-SALE IS OVER CONCENTRATED**

➤ **HIGH CRIME AREA**

ABC code 23958.4 (a) defines over concentrated and high crime area; a high crime area is defined as a 20% greater number of reported crimes, than the average number of reported.

Land Use Project Application

City of Orange

Community Development Department
Planning Division
300 East Chapman Avenue
Orange, CA 92866-1591
(714) 744-7220
www.cityoforange.org

This section to be completed by Staff

APP. TYPE	NUMBER	FEE/DEPOSIT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL:		_____

Historic District/Historic Property: ☐ Yes ☒ No
 Orange Park Acres: ☐ Yes ☒ No
 General Plan: _____ Zoning: _____
 Billing No: _____ Payment Type: _____
 Date Filed: _____ Received By: _____

SECTION 1 – Site Information

Project Title/Name: ROSE BAKERY CAFE III / LAVENTINA'S BIG CHEESE PIZZA
 Project Address/Location: 763 S. MAIN ST. (SUITE 200A) ORANGE, CA. 92868
 Assessor Parcel Number: 390-621-04
 Tract/Lot Number: _____

REQUIRED: Briefly describe your proposed project:

ENTITLEMENT FOR SERVING ALCOHOLIC BEVERAGES AT RESTAURANT LOCATION -
INCLUDING PATIO (TYPE 47 LIQUOR LICENSE).

SECTION 2 – Applicant Information

Name of Company and Person Responsible: Rose Bakery Cafe/Laventina's (DeCarrier Group) - Mara
 Mailing Address: 1S443 Summit Ave. Suite # City: Oakbrook Terrace State: IL Zip: 60181
 Phone Number: (773) 961-8453 Cell: (773) 621-8728 E-mail: maranatha@decarrier.com

SECTION 3 – Contact Information (main contact person for project)

☐ same as Applicant

Name of Company and Person Responsible: 3SIXTY ARCHITECTURE+ DESIGN (JUSTIN WESTGA
 Mailing Address: 31368 Via Colinas #105 City: Westlake Village State: CA Zip: 91362
 Phone Number: (805) 369-1750 Cell: (805) 506-1181 E-mail: justin@3sixtyarchitecture.com

SECTION 4 – Property Owner Information (land owner information, not tenant)

☐ same as Applicant

Name of Company and Person Responsible: Orange Town & Country SPE, LLC & Schiffman Place, L
 Mailing Address: 860 Newport Center Drive, Suite #1 City: Newport Beach State: CA Zip: 92660
 Phone Number: (949) 760-9150 Cell: _____ E-mail: sburnham@burnhamusa.com

SECTION 5 – Billing Information (Person below is responsible for paying invoices and receiving refunds; **must be filled in.**)

☒ same as Applicant

Name of Company and Person Responsible: De Carrier Group - Maranatha Weathersby (COO)

Mailing Address: 1S443 Summit Ave. (Suite #101)

City: Oakbrook Terrace State: Illinois Zip: 60181

Phone Number: (773) 961-8453 Cell: (773) 621-8728 E-mail: maranatha@decarrier.com

SECTION 6 – Project Information

(Section Required. If no construction proposed, fill in Existing column only)

Project Description/Request:	Existing	Proposed
Land Use (<i>commercial, residential, industrial</i>)	Commercial	
Lot Size		
Number of Structures on Lot	3	
Square Footage of Entire Building	108,169.5 SF	
Square Footage of Subject Unit (<i>if applicable</i>)	3,184	
Number of Floors of Construction (<i>if applicable</i>)	1	
Number of Parking Spaces on Property	500 / 12 HC.	
Square Footage of Landscaping	N/A	

SECTION 7 – Certification

I certify that all of the information contained in this application including the information contained in all plans and other materials submitted with this application, are, to the best of my knowledge and belief, true and correct. Should any of the information submitted be false or incorrect, I hereby agree to defend, indemnify, and hold harmless, the City of Orange, its officers, agents, and employees, from any and all liability and loss by reason of its reliance on any such information. I acknowledge that I am responsible for the posting of any legal notice required by the Orange Municipal Code related to my application on the subject property if one is required.

Applicant Signature: Maranatha Weathersby Digitally signed by Maranatha Weathersby Date: 2025.08.18 14:45:39 -07'00' Date: 8/15/2025

Print Name: MARANATHA WEATHERSBY Telephone No.: (773) 621-8728



CITY OF ORANGE
RECEIPT

Receipt: PT04595
Date: 9/11/2025

Payee:

Payment Method: Cybersource

Project Location: 763 S Main St, 200A, Orange, CA 92868

ENT25-0045	Planning Entitlement Deposit	\$5,000.00
	Total Amount Paid	\$5,000.00

City of Orange
Community Development Department

Memo

To: Carolina Andretta, Orange Police Department

From: Alyssa Jurkevics, Planning Aide

Date: September 2, 2025

Re: Conditional Use Permit No. 25-0045
763 S. Main Street, 200A– Rose Bakery Cafe/Laventina's Big
Cheese Pizza ABC Type 47 (On-Sale General – Eating Place)

The Planning Division received a Conditional Use Permit application on August 19, 2025, requesting approval to sell alcoholic beverages (ABC Type 41 On-Sale Beer and Wine – Eating Place) in conjunction with a full-service restaurant, located 763 S. Main Street, 200A. The following items are attached for review and consideration by the Orange Police Department:

- Land Use Project Application
- Alcohol License Request Questionnaire
- Letter of Explanation/Justification
- Menus
- Business Establishment Alcohol Management and Education Program Agreement
- Preliminary Title Report
- Floor Plans
- Site Photos

Thank you,

-Alyssa Jurkevics
Planning Aide – Community Development Department
(714) 744-7236





To whom it may concern,

We are requesting an entitlement to serve alcohol (Type 47 Liquor License) at Rose Bakery Cafe / Laventina's Big Cheese Pizza, located at 763 S. Main Street #200A in the City of Orange, CA. 92868. Building Permit (2502-097) has been Approved & project is currently under construction. Prior ABC License expired at location (which has been several restaurants). Ownership is seeking Approval from City of Orange & has applied with Alcoholic Beverage Control for licensing premises, including patio. No exterior or landscaping changes. No added area.

Hours of operation for Rose Bakery Cafe will be from 6:00am until 4:00pm daily; Laventina's Big Cheese Pizza will be open 11:00am to 10:00pm daily. Both restaurants will operate concurrently between 11:00am and 4:00pm only. Total number of employees will be 28 for Rose Bakery Cafe, and 17 for Laventina's Big Cheese Pizza. Staffing will not be shared between the two restaurants. They will be maintained separately.

Thank you for your consideration-

Please fill out and provide the following information reference your application for a modification / new license.

Business Name: RBC ORANGE LLC D/B/A ROSE BAKERY CAFE

Business Location: 763 S. MAIN ST. SUITE 200A ORANGE CA 92868

Date: 08/12/25

1. Names & DOB of all principals / owners.
 - a. CARMEN SOLANO-DE CARRIER 07/25/1961
2. Names of all managers:
 - a. Solano-De Carrier Management
3. Name of business owner:
 - a. RBC ORANGE LLC
4. Length of lease:
 - a. 15 YEARS
5. Proposed days & hours of operation.
 - a. 6:00AM TO 4:00PM DAILY
6. Are you planning on having any live entertainment?
 - a. NO
7. Do you plan on using a DJ, live band or karaoke?
 - a. NO
8. Do you plan on having any dancing?
 - a. NO
9. Do you plan on having any coin operated games? If so, how many?
 - a. NO
10. How is alcohol served? (For example: Sold at point of sale or served by wait staff? Please explain)
 - a. It will be charged at point of sale, then served by staff.
11. How are patrons to be seated?
 - a. Seated in the outdoor patio after their orders are placed.

**BUSINESS ESTABLISHMENT ALCOHOL
MANAGEMENT AND EDUCATION PROGRAM AGREEMENT**

This Business Establishment Alcohol Management and Education Program Agreement (the "Agreement") is made and entered into as of September 3rd 2025 by and between the CITY OF ORANGE, a municipal corporation (the "City"), and RBC ORANGE LLC a LIMITED LIABILITY corporation (herein referred to as "Owner"), with reference to the following:

- A. Owner is the owner and operator of, or intends to own and operate, that certain alcohol retail establishment (as those terms are defined in Chapter 5.49 of the Orange Municipal Code) commonly known as Rose Bakery Cafe and located, or to be located, at 763 S. Main St. Suite 200A (the "Premises") in the City of Orange, County of Orange, State of California.
- B. Owner has applied, or intends to apply, to the Department of Alcoholic Beverage Control of the State of California ("ABC") for a "Retailer's on-sale license" (as that term is defined under Chapter 1 of Division 9 of the Business and Professions Code of the State of California) to operate an alcohol retail establishment at the Premises; and
- C. The Owner has applied, or intends to apply, to the City for a conditional use permit under and pursuant to Section 17.30.030 of the Orange Municipal Code to authorize the sale of alcoholic beverage at the Premises; and
- D. No conditional use permit may be issued under and pursuant to Section 17.30.030 of the Orange Municipal Code to a person who applies to ABC for a Retailer's on-sale for an alcohol retail establishment without each such person having first sought and obtained from the City an approved Business Establishment Alcohol Management and Education Program pursuant to the provisions of Chapter 5.49 of the Orange Municipal Code; and
- E. Owner desires to ensure that the Premises are used or maintained in such a way as to encourage safe and responsible alcohol practice by consumers and to reduce alcohol-

related problems and, accordingly, to enter into this Agreement in fulfillment of the requirement of Section 17.30.030 and Chapter 5.49 of the Orange Municipal Code;

NOW, THEREFORE, the parties hereby agree as follows:

1. Covenants, Conditions, and Restrictions. For favorable action on, and approval of, the Owner's application for a conditional use permit for the Premises, Owner hereby covenants that the Premises shall be used, occupied, and maintained subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing the attractiveness, usefulness, value, and desirability of the Premises, the surrounding property, and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare.

- a. Controls shall be established to maintain occupancy levels allowed by the City's Fire Department, and these Fire Department approved levels will not be exceeded.
- b. Except in case of an emergency, the Owner shall not permit its patrons to enter or exit the Premises through any entrance/exit other than the primary entrance/exit, excluding entrances/exits from patio areas. Steps shall be taken by the Owner to discourage unauthorized exiting.
- c. Aisles and hallways shall be kept clear in order to allow patrons to move freely about the Premises.
- d. All patrons who appear under the age of thirty (30) shall be required to show some form of identification or they will not be served an alcoholic beverage. A sign indicating this policy shall be prominently posted in a place that is clearly visible to patrons. The size, format, form, placement, and language of the sign shall be determined by the Chief of Police (or designee). Only the following forms of identification will be acceptable:
 - Valid driver's license
 - Valid State identification card

- Valid passport
- Current military identification
- US Government immigrant identification card

All forms of out-of-state identification shall be checked by the authorized representative of the Owner of the Premises in the Driver's License Guide. Upon presentment to the authorized representative of the Owner of the Premises, the patron's form of identification shall be removed from the patron's wallet or any plastic holder and inspected for any alterations through a closed visual inspection and/or use of a flashlight or "Retro-reflective viewer".

- e. Persons who appear obviously intoxicated shall not be admitted into the Premises.
- f. Patrons who appear obviously intoxicated shall not be served.
- g. There shall be no requirement to purchase a minimum number of alcoholic beverages to participate in any promotional activity or gain admittance to the Premises.
- h. There shall be no "stacking" of drinks by or for a single patron.
- i. When serving pitchers exceeding twenty-four (24) ounces of an alcoholic beverage, all patrons receiving such pitcher, as well as all patrons who will be consuming all or any portion of such pitcher, shall present an ID to the server if appearing to be under the age of thirty (30), if not previously checked at the entrance to the Premises.
- j. Oversized containers or pitchers containing in excess of twenty-four (24) ounces of an alcoholic drink will not be sold to a single patron for their sole consumption.
- k. Any patron who (1) fights or challenges another person to fight, (2) maliciously and willfully disturbs another person by loud or unreasoned noise, or (3) uses offensive words, which are inherently likely to provoke an immediate violent reaction, shall not be tolerated.

- l. An incident log shall be maintained at the Premises on a continual basis with at least one year of entries and be readily available for inspection by a police officer. The log is for recording any physical altercations, injuries, and objectionable conditions that constitute a nuisance occurring in, on, or at the Premises, including the immediately adjacent area that is owned, leased, or rented by the Owner. The log will indicate date, time, description of incident, and action taken. "Objectionable conditions that constitute a nuisance" means disturbance of the peace, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking, or excessive loud noise.
- m. If contract security personnel are utilized in, on, or at the Premises they shall be properly licensed by the State of California, bureau of Security and Investigative Services.
- n. Security personnel required by the conditional use permit issued for the Premises shall be in a uniform or clothing, which is readily identifiable as a security person. They shall maintain order and enforce the establishment's no loitering policy, and shall take "reasonable steps" (as that term is defined in subparagraph (3) of Section 24200 of the California Business and Professions Code) to correct objectionable conditions that constitute a nuisance.
- o. Employees and contract security personnel shall not consume any alcoholic beverages during their work shift.
- p. Contract security services, proprietary security personnel, or personnel assuming the functions typically associated with security shall be familiar with establishment's written policy and procedures on ejecting patrons for cause.
- q. The Owner or manager of the Premises shall notify the Chief of Police (or designee) at least three (3) days in advance of a special promotion or special event scheduled at the Premises.

- r. The Owner or manager of the Premises shall not employ or use any person in the sale or service of alcoholic beverages in or upon the Premises while such person is unclothed pursuant to Section 143.2 and 143.3 of Title 4 of the California Code of Regulations.
- s. The Owner or manager of an alcohol retail establishment shall maintain at the Premises a file containing the names and dates of employment of every person who serves alcoholic beverages for consumption by patrons on the Premises and every manager, which file shall also include a copy of each such person's certificate of completion of a Responsible Beverage Service Training course. Upon request, said file shall be made available for review to a representative of the Police Department of the City of Orange.
- t. All management, supervisors, and lead personnel shall be familiar with the Business Establishment Alcohol Management and Education Program, as set forth in this Agreement, dating and signing the acknowledgment page in the program indicating they have read and understand the program.
- u. Handling obviously intoxicated patrons.
Rose Bakery Cafe will train all staff, especially those serving alcoholic beverages, in Responsible Beverage Service (RBS) per California ABC requirements. If a patron appears obviously intoxicated, staff will politely refuse further alcohol service, offer water or non-alcoholic alternatives, and escort them safely out of the establishment. We will assist in acquiring safe transportation if needed (e.g., rideshare, taxi, contacting a friend/family). Management will be notified immediately, and if the patron becomes uncooperative, security or law enforcement will be contacted
- v. Establishing a reasonable ratio of employees to patrons, based activity level in order to monitor beverage sales and patron behavior.

We will maintain adequate staffing during all operating hours, ensuring a minimum of one trained server or bartender for every 50 patrons when alcohol is served. During peak times, management will assign additional floor staff to monitor guest behavior and beverage service. Staff will be strategically positioned to maintain line-of-sight coverage of all areas where alcohol is served and consumed.

- w. Establishing what types of containers, glassware, or similar method will be used to distinguish alcoholic beverages from non-alcoholic drinks.

Alcoholic beverages will be served exclusively in designated glassware or branded cups that are clearly distinguishable from those used for non-alcoholic beverages

- x. Handling patrons involved in fighting or arguing.

If patrons engage in fighting or heated arguments, staff will immediately notify management or security. Staff will de-escalate verbally if possible, separating the parties and removing alcoholic beverages from the area. If behavior does not improve, patrons will be asked to leave the premises. If necessary, local law enforcement will be contacted for assistance. Incidents will be documented in the establishment's incident log

- y. Establishing procedures to handle loitering about the building and in the immediately adjacent area that is owned, leased, rented, or used under agreement by the Owner.

Staff and management will regularly monitor all entrances, outdoor seating, and adjacent property to prevent loitering. Patrons lingering without a legitimate reason will be politely asked to leave. If an individual refuses, law enforcement will be contacted. Surveillance cameras will monitor outside areas to deter and document loitering incidents.

- z. Establishing hours of operation and hours in which alcoholic beverages may be served.

Rose Bakery Cafe will operate daily from 6:00 AM to 4:00 PM.
Alcoholic beverage service will be limited to the hours permitted under
California law, which is as early as 6:00am until our closing time.

2. Conflict or Inconsistency

- a. To the extent that there is any conflict or inconsistency between the terms and conditions of the conditional use permit issued, or to be issued, for the Premises and the terms and conditions imposed by ABC for a Retailer's on-sale license for the Premises, the terms and conditions imposed by the City under the conditional use permit shall control and govern the rights and obligations of the Owner; provided, however, that nothing contained herein is intended to or shall operate to preempt any ABC rule or regulation and to the extent it is determined by an authorized representative of ABC that an ABC rule or regulation conflicts with a term or condition of the conditional use permit, the ABC rule or regulation in question shall govern and control.
- b. Nothing contained in this Agreement shall be construed so as to require Owner to perform any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties shall have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

3. Amendment. The Owner may petition the City's Chief of Police not more frequently than once each year, commencing on the first anniversary of the

approval of the conditional use permit, for modification, supplement or amendment to one or more of the policies and procedures established under and pursuant to this Agreement. The City's Chief of Police may, in his/her sole discretion, authorize and approve any modification, supplement, or amendment to the policies and procedures in response to said petition, which approval shall be in writing in the form of an amendment to this Agreement. Subsequent petitions for modifications, supplements, or amendments shall be filed, if at all, upon the anniversary of the date of the approval/disapproval from the City's Chief of Police of the Owner's petition.

- a. Governing Law. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth hereinabove.

"OWNER"

RBC ORANGE LLC
A LIMITED LIABILITY corporation

By: Carmen Solano-De Carrier

Printed Name: Carmen Solano-De Carrier

Title: Managing Member

By: _____

Printed Name: _____

Title: _____

"CITY"

CITY OF ORANGE, a municipal corporation

By: Aaron Towner
Aaron Towner, Captain of Investigations

SGT of Vice Unit
(Initial) *MM*

APPROVED AS TO FORM:

Senior Assistant City Attorney

Please fill out and provide the following information reference your application for a modification / new license.

Business Name: LP ORANGE LLC D/B/A LAVENTINA'S BIG CHEESE PIZZA

Business Location: 763 S. MAIN ST. SUITE 200A ORANGE CA 92868

Date: 08/12/25

1. Names & DOB of all principals / owners.
 - a. CARMEN SOLANO-DE CARRIER 07/25/1961
2. Names of all managers:
 - a. Solano-De Carrier Management
3. Name of business owner:
 - a. LP ORANGE LLC
4. Length of lease:
 - a. 15 YEARS
5. Proposed days & hours of operation.
 - a. 11:00AM TO 10:00PM DAILY
6. Are you planning on having any live entertainment?
 - a. NO
7. Do you plan on using a DJ, live band or karaoke?
 - a. NO
8. Do you plan on having any dancing?
 - a. NO
9. Do you plan on having any coin operated games? If so, how many?
 - a. NO
10. How is alcohol served? (For example: Sold at point of sale or served by wait staff? Please explain)
 - a. It will be charged at point of sale, then served by staff.
11. How are patrons to be seated?
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- A. Owner is the owner and operator of, or intends to own and operate, that certain alcohol retail establishment (as those terms are defined in Chapter 5.49 of the Orange Municipal Code) commonly known as LAVENTINA'S BIG CHEESE PIZZA and located, or to be located, at 763 SOUTH MAIN STREET SUITE 200A (the "Premises") in the City of Orange, County of Orange, State of California.
- B. Owner has applied, or intends to apply, to the Department of Alcoholic Beverage Control of the State of California ("ABC") for a "Retailer's on-sale license" (as that term is defined under Chapter 1 of Division 9 of the Business and Professions Code of the State of California) to operate an alcohol retail establishment at the Premises; and
- C. The Owner has applied, or intends to apply, to the City for a conditional use permit under and pursuant to Section 17.30.030 of the Orange Municipal Code to authorize the sale of alcoholic beverage at the Premises; and
- D. No conditional use permit may be issued under and pursuant to Section 17.30.030 of the Orange Municipal Code to a person who applies to ABC for a Retailer's on-sale for an alcohol retail establishment without each such person having first sought and obtained from the City an approved Business Establishment Alcohol Management and Education Program pursuant to the provisions of Chapter 5.49 of the Orange Municipal Code; and

- E. Owner desires to ensure that the Premises are used or maintained in such a way as to encourage safe and responsible alcohol practice by consumers and to reduce alcohol-related problems and, accordingly, to enter into this Agreement in fulfillment of the requirement of Section 17.30.030 and Chapter 5.49 of the Orange Municipal Code;

NOW, THEREFORE, the parties herby agree as follows:

1. Covenants, Conditions, and Restrictions. For favorable action on, and approval of, the Owner's application for a conditional use permit for the Premises, Owner hereby covenants that the Premises shall be used, occupied, and maintained subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing the attractiveness, usefulness, value, and desirability of the Premises, the surrounding property, and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare.
 - a. Controls shall be established to maintain occupancy levels allowed by the City's Fire Department, and these Fire Department approved levels will not be exceeded.
 - b. Except in case of an emergency, the Owner shall not permit its patrons to enter or exit the Premises through any entrance/exit other than the primary entrance/exit, excluding entrances/exits from patio areas. Steps shall be taken by the Owner to discourage unauthorized exiting.
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- Valid driver's license
- Valid State identification card
- Valid passport
- Current military identification
- US Government immigrant identification card

All forms of out-of-state identification shall be checked by the authorized representative of the Owner of the Premises in the Driver's License Guide. Upon presentment to the authorized representative of the Owner of the Premises, the patron's form of identification shall be removed from the patron's wallet or any plastic holder and inspected for any alterations through a closed visual inspection and/or use of a flashlight or "Retro-reflective viewer".

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- f. Patrons who appear obviously intoxicated shall not be served.
- g. There shall be no requirement to purchase a minimum number of alcoholic beverages to participate in any promotional activity or gain admittance to the Premises.
- h. There shall be no "stacking" of drinks by or for a single patron.
- i. When serving pitchers exceeding twenty-four (24) ounces of an alcoholic beverage, all patrons receiving such pitcher, as well as all patrons who will be consuming all or any portion of such pitcher, shall present an ID to the server if appearing to be under the age of thirty (30), if not previously checked at the entrance to the Premises.
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- l. An incident log shall be maintained at the Premises on a continual basis with at least one year of entries and be readily available for inspection by a police officer. The log is for recording any physical altercations, injuries, and objectionable conditions that constitute a nuisance occurring in, on, or at the Premises, including the immediately adjacent area that is owned, leased, or rented by the Owner. The log will indicate date, time, description of incident, and action taken. "Objectionable conditions that constitute a nuisance" means disturbance of the peace, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking, or excessive loud noise.
- m. If contract security personnel are utilized in, on, or at the Premises they shall be properly licensed by the State of California, bureau of Security and Investigative Services.
- n. Security personnel required by the conditional use permit issued for the Premises shall be in a uniform or clothing, which is readily identifiable as a security person. They shall maintain order and enforce the establishment's no loitering policy, and shall take "reasonable steps" (as that term is defined in subparagraph (3) of Section 24200 of the California Business and Professions Code) to correct objectionable conditions that constitute a nuisance.
- o. Employees and contract security personnel shall not consume any alcoholic beverages during their work shift.
- p. Contract security services, proprietary security personnel, or personnel assuming the functions typically associated with security shall be familiar with establishment's written policy and procedures on ejecting patrons for cause.
- q. The Owner or manager of the Premises shall notify the Chief of Police (or designee) at least three (3) days in advance of a special promotion or special event scheduled at the Premises.

- r. The Owner or manager of the Premises shall not employ or use any person in the sale or service of alcoholic beverages in or upon the Premises while such person is unclothed pursuant to Section 143.2 and 143.3 of Title 4 of the California Code of Regulations.
- s. The Owner or manager of an alcohol retail establishment shall maintain at the Premises a file containing the names and dates of employment of every person who serves alcoholic beverages for consumption by patrons on the Premises and every manager, which file shall also include a copy of each such person's certificate of completion of a Responsible Beverage Service Training course. Upon request, said file shall be made available for review to a representative of the Police Department of the City of Orange.
- t. All management, supervisors, and lead personnel shall be familiar with the Business Establishment Alcohol Management and Education Program, as set forth in this Agreement, dating and signing the acknowledgment page in the program indicating they have read and understand the program.
- u. Handling obviously intoxicated patrons.
Laventina's Big Cheese Pizza will train all staff, especially those serving alcoholic beverages, in Responsible Beverage Service (RBS) per California ABC requirements. If a patron appears obviously intoxicated, staff will politely refuse further alcohol service, offer water or nonalcoholic alternatives, and escort them safely out of the establishment. We will assist in acquiring safe transportation if needed (e.g., rideshare, taxi, contacting a friend/family). Management will be notified immediately, and if the patron becomes uncooperative, security or law enforcement will be contacted
- v.. Establishing a reasonable ratio of employees to patrons, based activity level in order to monitor beverage sales and patron behavior.

We will maintain adequate staffing during all operating hours, ensuring a minimum of one trained server or bartender for every 50 patrons when alcohol is served. During peak times, management will assign additional floor staff to monitor guest behavior and beverage service. Staff will be strategically positioned to maintain line-of-sight coverage of all areas where alcohol is served and consumed

- w. Establishing what types of containers, glassware, or similar method will be used to distinguish alcoholic beverages from non-alcoholic drinks.

Alcoholic beverages will be served exclusively in designated glassware or branded cups that are clearly distinguishable from those used for nonalcoholic beverages

- x. Handling patrons involved in fighting or arguing.

If patrons engage in fighting or heated arguments, staff will immediately notify management or security. Staff will de-escalate verbally if possible, separating the parties and removing alcoholic beverages from the area. If behavior does not improve, patrons will be asked to leave the premises. If necessary, local law enforcement will be contacted for assistance. Incidents will be documented in the establishment's incident log

- y. Establishing procedures to handle loitering about the building and in the immediately adjacent area that is owned, leased, rented, or used under agreement by the Owner.

Staff and management will regularly monitor all entrances, outdoor seating, and adjacent property to prevent loitering. Patrons lingering without a legitimate reason will be politely asked to leave. If an individual refuses, law enforcement will be contacted. Surveillance cameras will monitor outside areas to deter and document loitering incidents

- z. Establishing hours of operation and hours in which alcoholic beverages may be served.

Laventina's Big Cheese Pizza will operate daily from 11:00 AM to 10:00 PM. Alcoholic beverage service will be limited to the hours permitted under California law, which is as early as 11:00am until our closing time of 10:00pm.

2. Conflict or Inconsistency

- a. To the extent that there is any conflict or inconsistency between the terms and conditions of the conditional use permit issued, or to be issued, for the Premises and the terms and conditions imposed by ABC for a Retailer's on-sale license for the Premises, the terms and conditions imposed by the City under the conditional use permit shall control and govern the rights and obligations of the Owner; provided, however, that nothing contained herein is intended to or shall operate to preempt any ABC rule or regulation and to the extent it is determined by an authorized representative of ABC that an ABC rule or regulation conflicts with a term or condition of the conditional use permit, the ABC rule or regulation in question shall govern and control.
- b. Nothing contained in this Agreement shall be construed so as to require Owner to perform any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties shall have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

3. Amendment. The Owner may petition the City's Chief of Police not more frequently than once each year, commencing on the first anniversary of the approval of the conditional use permit, for modification, supplement or

amendment to one or more of the policies and procedures established under and pursuant to this Agreement. The City's Chief of Police may, in his/her sole discretion, authorize and approve any modification, supplement, or amendment to the policies and procedures in response to said petition, which approval shall be in writing in the form of an amendment to this Agreement. Subsequent petitions for modifications, supplements, or amendments shall be filed, if at all, upon the anniversary of the date of the approval/disapproval from the City's Chief of Police of the Owner's petition.

- a. Governing Law. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth hereinabove.

"OWNER"

LP ORANGE LLC

A LIMITED LIABILITY corporation

By: Carmen Solano-DeCarrier

Printed Name: CARMEN SOLANO- DE CARRIER

Title: MANAGING MEMBER

By: _____

Printed Name: _____

Title: _____

"CITY"

CITY OF ORANGE, a municipal corporation

By:  *1213
Aaron Towner, Captain of Investigations

SGT of Vice Unit
(Initial) *MM*

APPROVED AS TO FORM:

Senior Assistant City Attorney